

**James K. Griffith**  
**CATTARAUGUS COUNTY CLERK**

Cattaraugus County Center 303 Court Street  
Little Valley, NY 14755

(716) 938-9111  
Fax: (716) 938-2773

**Instrument Number**  
**\*123509-001\***

No. of Pages: 13  
not including this one

Delivered By: MICHAEL JOY

Receipt No. 123509

Return To:

DATE: 06/30/2009

MICHAEL JOY  
333 INTERNATIONAL DR  
STE B4  
WILLIAMSVILLE, NY 14221

Time: 04:24 PM

Document Type: EASEMENT/RIGHT OF WAY

Parties To Transaction: PALMER STREET TO WILHELM ENTERPRISE

Town/City: PE - Persia

**Deed Information**

Taxable  
Consideration: \$0.00

Transfer Tax: \$0.00

RETT No: 03035

**Mortgage Information**

Taxable  
Mortgage Amount

Basic Mtge. Tax:

Special Mtge. Tax:

Additional Mtge. Tax:

State of New York  
Cattaraugus County Clerk

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Cattaraugus County Clerk

***Please do not remove this page.***



**ENVIRONMENTAL PROTECTION EASEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 26<sup>th</sup> day of June, 2009, by and between Palmer Street Gowanda 2007, Inc. ("Grantor"), a New York corporation, having an address at 333 International Drive Ste B-4 Williamsville, NY 14221, and Wilhelm Enterprises Corporation ("Wilhelm"), a New York corporation having an address at 333 International Drive Ste B-4 Williamsville, NY 14221; New York State Electric & Gas Corporation, being a subsidiary of Energy East Corporation, a New York Corporation having an address at P.O. Box 5224, 18 Link Drive, Binghamton, NY 13902; Prime Tanning Company, Inc., a corporation organized and existing under the laws of the State of Maine having an address at 20 Sullivan St., Berwick, ME 03901; Seton Company, a Pennsylvania corporation having an address at 30445 Northwestern Hwy., Suite 225, Farmington Hills, MI 48334; Viad Corp, a Delaware corporation having an address at 1850 North Central Avenue, Suite 800, Phoenix, AZ 85004-4545; GST AutoLeather, a Michigan corporation having an address at 20 Oak Hollow Drive, Suite 300, Southfield, MI 48033; Brown Shoe Company, Inc., a Missouri corporation having an address at 8300 Maryland Avenue, P.O. Box 29, St. Louis, MO 63166-0029; Con Agra Grocery Products Company, Inc., a Nebraska corporation having an address at One ConAgra Drive Omaha, NE 68102; Beggs & Cobb Corporation, a Delaware corporation having an address at 139 Lynnfield St., Peabody, MA 01960; Genesco, Inc., a Tennessee corporation having an address at P.O. Box 731, Suite 490 Nashville, TN 37202-0731; Leucadia National Corporation, a New York corporation having an address at 315 Park Avenue South, New York, NY 10010; S.B. Foot Tanning Company, a Minnesota corporation having an address at 805 Bench Street, Red Wing, MN 55066; and Horween Leather Company, a Illinois corporation having an address at 2015 Elston Avenue, Chicago, IL 60614, (collectively the "Grantees"); acting on their own behalf and for the benefit of third-party beneficiaries the United States of America, acting through the United States Environmental Protection Agency ("EPA"), and the State of New York, acting through the New York State Department of Environmental Conservation ("Department") and the Village of Gowanda ("Village") (collectively, "Third-Party Beneficiaries").

**WITNESSETH:**

WHEREAS, Grantor is the owner of **ALL THAT TRACT OR PARCEL OF LAND** situate in the Village of Gowanda, Town of Persia, County of Cattaraugus and State of New York and conveyed to Jimcar Development Inc. by Warranty Deed dated April 14, 1988 from Peter Cooper Corporations, recorded in the Cattaraugus County Clerk's Office in Liber 879 of Deeds at Page 59 on April 19, 1988 as more particularly described in the ~~attached~~ Schedule A together with any buildings and improvements thereon and appurtenances thereto (the "Property"); and WHEREAS, the Property is part of the Peter Cooper (Gowanda) Superfund Site ("Site"), which

5.00  
110.00

the EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on February 3, 2000; and

WHEREAS, in a Record of Decision dated September 30, 2005 (the "ROD"), the EPA selected a "response action" for the Site, which provides, in part, for the following actions at the Site:

- (1) excavation of impacted soil/fill from sub-areas on site and consolidation into an onsite landfill;
- (2) covering an existing 5-acre on-site landfill with a low-permeability cap;
- (3) installation of a passive gas venting system in conjunction with the cap system;
- (4) collection of groundwater and leachate, subject to potential pre-treatment if necessary, and discharge of same to the Village of Gowanda Sewage Treatment Plant ("GSTP");
- (5) stabilizing the bank of Cattaraugus Creek adjacent to the Site;
- (6) establishing through this instrument certain institutional controls including deed restrictions, environmental easements and restrictive covenants on future uses of the Site to:
  - (a) prevent use of groundwater on the Site for potable purposes, disruption, excavation or alteration of the cover system over the on-site landfill, or damage to or interference with the operation of the passive gas venting system,
  - (b) facilitate the performance of:
    - (i) long-term operation and maintenance of the cap, gas venting, and groundwater/leachate systems;
    - (ii) air, surface, and groundwater quality monitoring; and
    - (iii) Site condition evaluations as necessary to determine if a modification to the selected remedial action is necessary for protection of human health and the environment; and

- (c) prevent the disturbance, destruction, interference with or obstruction of any aspects of the remedy or access provided herein as necessary to operate, maintain, monitor and/or repair the remedy at the Site.

WHEREAS, the Grantor herein grants a permanent easement: a) providing the right of unobstructed access over the Property to the Grantees for purposes of facilitating, implementing, and monitoring, maintaining, and the performance of other obligations that may arise and are necessary to, the response action for the Site; and b) imposing on the Property restrictive covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor has and assumes no liability to the Grantees or the Third-Party Beneficiaries for any conditions existing at the Site but wishes to facilitate through this Environmental Protection Easement and Declaration of Restrictive Covenants the full cooperation of the Grantees with the EPA, and to provide access to the Site for implementation of all response actions at the Site as required pursuant to the Consent Decree in *United States v. Wilhelm Enterprises Corporation, et al.* (Civil Action No. 40 JA), W.D.N.Y.) (“Consent Decree”);

**NOW, THEREFORE:**

1. **Grant:** Grantor, on behalf of itself, its heirs, successors and assigns, in consideration of the sum of Ten Dollars and no more, paid by Grantees, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does:
  - (a) give, grant, covenant and declare in favor of the Grantees and Third-Party Beneficiaries that the Property shall be subject to the restrictions on use and rights of access set forth below, and
  - (b) give, grant, devise and convey to the Grantees and the Third Party Beneficiaries the perpetual right to enforce said restrictions and rights, which restrictions and rights shall be of the nature and character, and for the purposes, hereinafter set forth.
2. **Purpose:** It is the purpose of this instrument to convey to the Grantees real property rights, as covenants to run with the land, in order to:
  - (a) facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants and to,

- (b) provide the EPA, and, if necessary, the Department with rights as third-party beneficiaries with the same rights as the Grantees may have under this instrument for purposes of taking action to protect human health and the environment as provided for herein.

3. **Restrictions on use:** The following restrictions apply to the use of the Property, as Restrictive Covenants that run with the land, are binding on the Grantor and its heirs, successors and assigns, and the Grantees and their heirs, successors and assigns, and all who take title to and possession of the Property hereafter.

- (a) **The following activities are prohibited:** the extraction of groundwater; any activities that would interfere with, or adversely affect, the integrity or protectiveness of the barrier cap covering the on-site landfill; any activities which would interfere with, or adversely affect, the integrity, protectiveness or function of the passive gas venting system; any activities which would interfere with, or adversely affect, the integrity or protectiveness of the surface/groundwater leachate collection system; the importation of backfill or soil fill cover which is inconsistent with the Soil/Fill Management Plan developed for the Site pursuant to the Consent Decree; and except as provided in subparagraphs (b - c) hereof, digging into or disturbing the subsurface, except in areas specifically designated for the placement of utilities necessary to support anticipated future use of the Property for recreational use; and except as provided in subparagraphs (b - c) hereof, constructing commercial buildings or appurtenant facilities not required pursuant to the remedial action plan for the Site; or the construction of residential facilities or any kind or character whatsoever.

(b) The Property is zoned industrial and the future use of the Property shall be restricted as set forth herein with contingency changes to commercial and restricted residential use but only if the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

- i) If a change is made to allow for commercial use, a one-foot thick soil cover of clean soil shall be placed over all vegetated area prior to such use change. The top six inches of soil would be of sufficient quality to support vegetation. Clean soil would constitute soil that meets the Department's Division of Environmental Remediation's criteria under 6 NYCRR Part 375. Non-vegetated areas would be covered by a paving system or concrete at least 6 inches thick.
- ii) For restricted residential use, a two-foot thick cover will be required with the same details as for commercial use.
- iii) Adherence to a Soil Fill Management Plan as provided in, or in conjunction with, a Site Management Plan, to be entered into by and between the successor in interest to the Grantor herein and the Department, and such Site Management

Plan necessary to change the zoning classification must be filed in the Office of the Clerk of Cattaraugus County, New York.

- iv) Compliance with all elements of the Site Management Plan identified in subparagraph (iii) above.
  - v) The parties hereto acknowledge that passive recreational use is permitted in commercial use areas and active recreational use is permitted in restricted residential areas, as contemplated by subparagraph 3(f), below.
- (c) Grantor's successors and assigns who shall propose a change in zoning use must provide a periodic certification of institutional and engineering controls, every three (3) years, prepared and submitted by a professional engineer or such other expert acceptable to the Department, until the Department notifies the property owner in writing that this certification is no longer needed. The certification submittal would: (i) contain certification that the institutional controls and engineering controls put in place are still in place and are either unchanged from the previous certification or are compliant with Department-approved modifications; (ii) allow the Department access to the site; and (iii) state that nothing has occurred that would impair the ability of the control to protect public health or the environment, or to constitute a violation or failure to comply with the Site Management Plan unless otherwise approved by the Department.
- (d) Grantor's successors and assigns who shall propose any change in zoning to use the Property shall provide Notice to all persons who thereafter acquire any interest in the Property of the Site Management Plan that the Department has approved and all Department approved amendments to that Site Management Plan.
- (e) The above-stated engineering controls may not be discontinued without an amendment or termination of this Environmental Easement.
- (f) Upon completion of the response action as set forth in the ROD by the Grantees hereto, and compliance with subparagraphs (b)-(e) of this section by any successor in interest to the Grantor, the Property may be used only, and for no other purpose than, as a recreational area, whether improved by appurtenant facilities such that the property can be used as and becomes an active public park, or left in a more or less natural condition for use as a passive recreational area, but in no case or event shall the Property be disturbed by construction to improve it for use, or allow it to be improved for use, for residential, commercial, or industrial purposes, it being the intention of Grantor that this Property become a public park, whether active or passive, and be used for no other purpose.
- (g) Public use of the Property is not authorized until there has been full compliance with all requirements of law applicable to its designated recreational use.

4. **Modification or termination of restrictions:** The Restrictive Covenants on use specified in the preceding paragraph of this instrument may only be modified, or terminated in whole or in part, in writing, by the Grantees or their successors and assigns, with the prior written consent of EPA and the Department, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA for the Site.
  
5. **Right of access:** A right of access to the Property is hereby imposed upon the Property, being a Covenant to run with the land and surviving for perpetuity, from and binding on Grantor and its heirs, successors and assigns, and on the Grantees and their heirs, successors and assigns, and inuring to the benefit of the Grantees and their heirs, successors and assigns and the Third-Party Beneficiaries. Such right of access shall be allowed at all reasonable times, provided prior written notification has been provided to the Village at least 3 days prior to access, except, in the case of an emergency, such notice may be provided telephonically and shall be provided at the earliest reasonable opportunity. The access provided herein allows the following activities:
  - a) Excavation of impacted soil/fill from sub-areas on site and consolidation into an on-site landfill;
  - b) Covering an existing 5-acre on site landfill with a low-permeability equivalent design barrier cap, including seeding with a mixture to foster natural habitat;
  - c) Installation of a passive gas venting system in conjunction with a final cover system for the onsite landfill;
  - d) Construction, operation, maintenance (including if necessary potential leachate pre-treatment) and repairs of a groundwater/leachate collection system, and facilities necessary to discharge groundwater/leachate into the Gowanda Sewage Treatment Plant, and the construction of appurtenant buildings or facilities as necessary for the groundwater/leachate collection system;
  - e) Stabilization of the bank of Cattaraugus Creek adjacent to the Site;
  - f) Verifying any data or information relating to the environmental conditions of the Site;
  - g) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - h) Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils;

and

i) Implementing additional or new response actions under CERCLA.

6. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
7. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
8. Public notice: Grantor and its heirs, successors and assigns agree to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED June 29, 2009, RECORDED IN THE CLERK'S OFFICE, COUNTY OF CATTARAUGUS, ON June 30, 2009, ~~IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_~~ IN FAVOR OF, AND ENFORCEABLE BY, GRANTEES, AND BY THE UNITED STATES OF AMERICA, AND BY THE STATE OF NEW YORK AS THIRD-PARTY BENEFICIARIES.**

*As Instrument  
No.  
123508-001*

- Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor or its heirs, successors and assigns agree to provide Grantees and the EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.
9. Enforcement: The Grantees and the Third-Party Beneficiaries shall be entitled to enforce the terms of this instrument by resort to specific performance. Such remedy shall be in addition to any and all other remedies available at law or in equity, including pursuant to CERCLA. Any forbearance, delay or omission to exercise Grantees' rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantees of such term or of any of the rights of the Grantees under this instrument.
  10. Additional Covenants: Grantor hereby covenants to Grantees and their heirs, successors and assigns, and to Third-Party Beneficiaries, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey the Property or any interest therein, and that the Property is free and clear of



encumbrances except as otherwise disclosed to Grantees.

11. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that any party desires or is required to give to any other party shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Palmer Street Gowanda 2007, Inc.  
c/o Lipman & Biltekoff, LLP  
333 International Drive Suite B-4  
Williamsville, New York 14221

To Grantees:

Wilhelm Enterprises Corporation  
c/o Lipman & Biltekoff, LLP  
333 International Drive Suite B-4  
Williamsville, New York 14221

New York State Electric & Gas Corporation  
c/o Elias Group  
411 Theodore Fremd Avenue  
Suite 102  
Rye, NY 10580

Prime Tanning Company, Seton Company, Viad Corp, GST AutoLeather, Brown Shoe Company, Inc., Con Agra Grocery Products Company, Beggs & Cobb Corporation, Genesco, Inc., Leucadia National Corporation, S.B. Foot Tanning Company, and Horween Leather Company.  
c/o Kelley Drye and Warren, LLP  
3050 K Street NW Suite 400  
Washington, DC 20007

**A copy of each such communication shall also be sent to the following:**

To EPA:

United States Environmental Protection Agency  
Office of Regional Counsel  
New York/Caribbean Superfund Branch  
290 Broadway

New York, NY 10007  
Attn: Peter Cooper Landfill Site Attorney

United States Environmental Protection Agency  
Emergency and Remedial Response Division  
NY Remediation Branch - Western NY Remediation Section  
290 Broadway, New York, NY 10007  
Attn: Peter Cooper Landfill Remedial Project Manager

Department of Environmental Enforcement  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany, NY 12233-5500

with copies to:

Attn: Martin Doster  
Department of Environmental Remediation  
NYSDEC  
Region - 9  
270 Michigan Avenue  
Buffalo, NY 14203-2915

To the Village:

Village Clerk  
Village of Gowanda  
27 East Main Street  
Gowanda, New York 14070

Deborah J. Chadsey, Esq.  
Kavinoky Cook LLP  
726 Exchange Street, Ste. 800  
Buffalo, New York 14210

12. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the State of New York and, if applicable, the United States. Any claim brought pursuant to this agreement shall be brought in the Eighth Judicial District of New York State Supreme Court or, the United States District Court for the Western District of New York, as applicable.

- b) **Liberal construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effectuate the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) **Entire agreement:** This instrument sets forth the entire grant of rights and obligations, including rights of access, easements and restrictive covenants to run with the land and inure to the benefit of Third-Party Beneficiaries and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein; provided that nothing in this instrument shall be deemed to alter or modify the Consent Decree.
- e) **No forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. Further, no violation of the rights and obligations, including rights of access, easements and restrictive covenants set forth herein by any heir, successor or assign of the Grantor shall result in a forfeiture of title or revision of any interest from such heir, successor or assign to the Grantor.
- f) **Successors:** The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their heirs, successors, and assigns. The term "Grantees," wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their heirs, successors, and assigns. The Third-Party Beneficiaries are agencies and/or instrumentalities of the State of New York or the United States of America and wherever used herein, and any pronouns used in place thereof, shall include the entities named at the beginning of this document.
- h) **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i) **Counterparts:** The parties may execute this instrument in two or more

counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Grantees and their heirs, successors and assigns forever.

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

**Palmer Street Gowanda 2007, Inc.**



By: Michael P. Joy Its  
Authorized Agency and Legal Counsel  
Date: 6/29/09

**Grantor's acknowledgment**

STATE OF New York            )  
COUNTY OF ERIE            ): ss

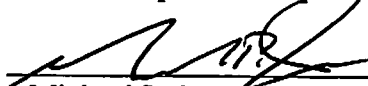
On the 29<sup>th</sup> day of June in the year 2009, before me, the undersigned personally appeared Michael P. Joy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Barbara A. Wojcinski  
Notary Public - State of New York  
My Commission Expires: 3/30/2010

<b>BARBARA A. WOJCINSKI</b> NOTARY PUBLIC, NY STATE QUALIFIED IN ERIE COUNTY COMMISSION EXPIRES 3/30/2010
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**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY:**

**Wilhelm Enterprises Corporation**


By:   
By: Michael P. Joy Its  
Authorized Agent and Legal Counsel

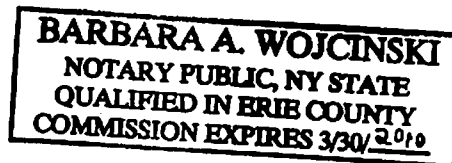
Date: 6/29/09

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
COUNTY OF ERIE        ): ss

On the 29<sup>th</sup> day of June in the year 2009, before me, the undersigned personally appeared Michael P. Joy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature 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  
My Commission Expires: 3/30/2010



Schedule A

36.

CONVEYS: . ALL THAT TRACT OR PARCE  
OF LAND situate in the Village of  
Gowanda, Town of Persia, County of  
Cattaraugus and State of New York  
being part of Lots 16 and 26,  
Township 6, Range 8 of the Holland  
Land Company's Survey being more  
particularly bounded and described  
as follows:

Beginning at a point in the westerly line of Lot 16 which  
point is distant northerly 185 feet from the center line of Palmer  
Street and which point is in the northwesterly boundary line of  
lands conveyed to Eastern Tanners Glue Company by deed recorded in  
the Cattaraugus County Clerk's Office in Liber 207 of Deeds at  
Page 429; running thence southwesterly along said northwesterly  
boundary line 30 feet more or less to the southwesterly line of  
lands conveyed to Eastern Tanners Glue Company by deed aforesaid;  
thence southeasterly along said southwesterly line 37 feet more or  
less to the said westerly line of Lot No. 16; thence southerly  
along the said westerly line of Lot No. 16 a distance of 130 feet  
more or less to the center line of Palmer Street; thence south-  
easterly along the center line of Palmer Street 764.75 feet to its  
intersection with the continuation northerly of the easterly line  
of lands conveyed to Peter Copper Corporations by Deed recorded in  
Cattaraugus County Clerk's Office in Liber 556 of Deeds at Page  
317; thence along said continuation and easterly and southerly  
boundaries of the lands so conveyed to Peter Cooper Corporations

the following two courses and distances: (a) southwesterly 292.53 feet and (b) northwesterly 52.50 feet to the northeasterly corner of lands conveyed to Louis Sipple by Deed Recorded in Cattaraugus County Clerk's Office in Liber 240 of Deeds at Page 585; thence southwesterly along the southeast line of said lands so conveyed to Sipple, 122 feet more or less to the intersection of said line of lands so conveyed to Sipple with the west line of lands conveyed to Albert M. Taft by Deed recorded in Cattaraugus County Clerk's Office in Liber 60 Deeds, Page 146; thence southerly along the westerly line of lands so conveyed to Albert M. Taft by Deed aforesaid a distance of 205.14 feet more or less to a point in the center line of Miller Street which point is 6.14 chains more or less easterly from the west bounds of said Lot 16; thence easterly, southeasterly and southerly on the center line of Miller Street 1340 feet more or less to the northwest corner of lands conveyed to Harold Cook and wife by Deed recorded in Cattaraugus County Clerk's Office in Liber 759 of Deeds at Page 1112, said corner being 200 feet northerly of the center line of Beech Street measured along the center line of Miller Street; thence along boundaries of the lands so conveyed to Cook the following two courses and distances: (a) easterly 193.53 feet and (b) southwesterly 259.72 feet to the center line of Beech Street; thence southeasterly along said center line of Beech Street following its various angles and courses 618 feet to a westerly corner of lands conveyed to Robert Goodwill and wife by Deed recorded in Cattaraugus County Clerk's Office in Liber 767 of Deeds at Page 730; thence along westerly, northerly and easterly boundaries of lands so conveyed to Goodwill, the following five courses and distances: (a) northerly or northeasterly 25.57 feet; (b) northeasterly at an exterior angle of  $114^{\circ} 40'$  a distance of 97.0 feet; (c) northerly at an interior angle of  $104^{\circ} 00'$  a distance of 116.0 feet; (d) easterly at an exterior angle of  $87^{\circ} 40'$  a distance of 262.0 feet and (e) southerly at right angles



169.84 feet to the center line of Beech Street and southeasterly corner of lands conveyed to Goodwill by Deed aforesaid; thence southeasterly along the center line of Beech Street 286.02 feet more or less to the southeasterly corner of lands conveyed to Nathaniel Whitcomb by Deed recorded in Cattaraugus County Clerk's Office in Liber 44 of Deeds at Page 317; Thence northeasterly along the southeasterly line of lands so conveyed to Nathaniel Whitcomb a distance of 357.8 feet more or less to the southerly corner of lands conveyed to Donald Steele by Deed Recorded in Cattaraugus County Clerk's Office in Liber 766 of Deeds at page 807; thence along boundaries of the lands so conveyed to Steele the following two courses and distances: (a) northwesterly 131.15 feet; and (b) northeasterly 162.0 feet to the center line of Palmer Street; thence in a general northwesterly direction along the center line of Palmer Street following its various angles and courses 449.37 feet more or less to the southeast corner of lands conveyed to Eastern Tanners Glue Company by Deed recorded in Cattaraugus County Clerk's Office in Liber 205 of Deeds at Page 364; thence northeasterly along the southeasterly line of lands so conveyed 224.40 feet running into Cattaraugus Creek; thence northwesterly along the northeasterly lines of said lands so conveyed to Eastern Tanners Glue Company 323.4 feet to the northwest corner of said lands; thence southwesterly along the northwesterly line of lands so conveyed to Eastern Tanners Glue Company a distance of 50 feet more or less to the northeasterly line of lands conveyed to Eastern Tanners Glue Company by Deed recorded in Cattaraugus County Clerk's Office in Liber 193 of Deeds at Page 589; thence northwesterly along the northeasterly line of lands conveyed to Eastern Tanners Glue Company by Deed last aforesaid and the northeasterly line of lands conveyed to Ansel F. Conger by Deed recorded in Cattaraugus County Clerk's Office in Liber 81 of Deeds at Page 496 and the

northeasterly line of lands conveyed to Ansel F. Conger by Deed recorded in Cattaraugus County Clerk's Office in Liber 66 of Deeds at Page 133 a distance of 2560 feet more or less to the northwesterly line of lands conveyed to Eastern Tanners Glue Company by Deed recorded in Cattaraugus County Clerk's Office in Liber 207 of Deeds at Page 429; thence southwesterly along the northwesterly line of lands conveyed to Eastern Tanners Glue Company by Deed last aforesaid, a distance of 300 feet more or less to the point and place of beginning.

Together with all interest of the party of the first part in any land not included in the foregoing description lying between the northerly line of Beech Street as originally laid out or proposed and the center line of Beech Street as it now exists and in the land lying between the center line of Miller Street and the southerly, southwesterly and westerly line thereof.

Excepting from the above described lands all that portion thereof conveyed to Charles Strnisha and wife by Deed recorded in Cattaraugus County Clerk's Office in Liber 228 of Deeds at Page 154.

Subject to the rights of others in any land included in the foregoing description lying between the northerly line of Beech Street as originally laid out or proposed and the center line of Beech Street as it now exists.

Subject to the rights of the public and governmental authorities in those portions of the above described premises lying within the bounds of Palmer, Miller and Beech Streets.

Further subject to easement granted to Erie Railroad Company as set out in instrument Recorded in Cattaraugus County Clerk's Office in Liber 352 of Deeds at Page 258 and trackage rights in connection therewith and to other easements, rights-of-way and oil and/or gas leases of record.

NOTE: . Above exception in Liber 228 of Deeds at page 154 is located south of Palmer Street.

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