

September 8, 2015

VIA FEDERAL EXPRESS

Donna R. Garfinkel, RMC - Town Clerk
Town Clerk's Office
1375 Ridge Road
PO Box 330
Lewiston, NY 14092

Joe P. Yeager
Associate
T. 302-984-6391
F. 302-691-2162
jyeager@mccarter.com

Re: Environmental Easement for Stauffer Management Company Lewiston
Site, NYSDEC Site No. 932053

Dear Ms. Garfinkel:

Attached please find a certified copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April 28, 2015, by Atkemix Thirty-Seven Inc. (n/k/a Stauffer Management Company LLC), for property located at 5715 Lewiston Road, Town of Lewiston, County of Niagara, New York, Tax Map No. 115.00, Block No. 1, Lot 10, DEC Site No: 932053. This environmental easement has been recorded in the Niagara County Clerk's office with instrument number 2015-15139.

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

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

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application

McCarter & English, LLP
Renaissance Centre
405 N. King Street, 8th Floor
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BOSTON
HARTFORD
STAMFORD
NEW YORK
NEWARK
EAST BRUNSWICK
PHILADELPHIA
WILMINGTON
WASHINGTON, DC

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affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,



Joe P. Yeager

Enclosure

cc: Charles N. Elmendorf
John-Paul Rossi
A. Richard Winchester

STATE OF NEW YORK
NIAGARA COUNTY

I, Wayne F. Jagow, Clerk of said County, and also Clerk of Supreme and County Courts of said County, do hereby certify that I have compared the annexed copy with the original

DESCRIPTION: EASEMENT

DATE: 09/03/2015

INSTRUMENT#: 2015-15139

filed in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said County and Courts.

Dated SEP 04 2015



Wayne F. Jagow
Niagara County Clerk





NIAGARA COUNTY - STATE OF NEW YORK
WAYNE F. JAGOW - NIAGARA COUNTY CLERK
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	8.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584-2 (Public Utilities	1.00

INSTRUMENT #: 2015-15139

Receipt#: 2015247536
Clerk: TH
Rec Date: 09/03/2015 04:03:37 PM
Doc Grp: DEED
Descrip: EASEMENT
Num Pgs: 16

Sub Total: 79.50

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Party1: STAUFFER MANAGEMENT COMPANY LLC
Party2: PEOPLE OF THE STATE OF NEW YORK
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
Town: LEWISTON

Total: 79.50
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 682
Transfer Tax
Consideration: 1.00

Total: 0.00

Record and Return To:

MCCARTER & ENGLISH LLP
ATTN: JOE P YEAGER
RENAISSANCE CENTRE
405 N KING STREET 8TH FL
WILMINGTON DE 19801

WARNING***

** Information may change during the verification process and may not be reflected on this page.

Wayne F. Jagow
Niagara County Clerk

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

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

THIS INDENTURE made this 24th day of August, 2015, between Owner(s) Stauffer Management Company, LLC, having an office at 1800 Concord Pike, Wilmington, County of New Castle, State of Delaware (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 5715 Lewiston Road in the Town of Lewiston, 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 115.00 Block 1 Lot 10, being the same as that property conveyed to Grantor by deeds dated September 2, 1964 (Parcel E), June 3, 1979 (Parcels F and G) and November 17, 1987 (Parcels A, B, C and D) and recorded in the Niagara County Clerk's Office in Liber 1432/Page 141, Liber 1505/Page 1149 and Liber 2095/ Page 1, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 22.91 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 9, 2015 prepared by C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

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

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: B9-0137-86-04, 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) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Niagara 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;

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(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

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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

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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: 932053
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

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

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.

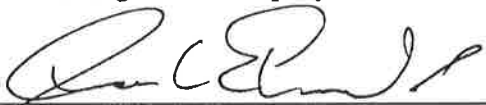
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated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

Stauffer Management Company LLC:

By:  _____

Print Name:  _____

Title: Sr. Director Date: 4/28/15

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

Grantor's Acknowledgment

~~STATE OF NEW YORK~~)
DELAWARE) ss:
COUNTY OF ~~NEW CASTLE~~)

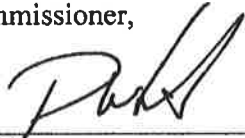
On the 28th day of April, in the year 2015, before me, the undersigned, personally appeared Charles Elmendorf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Sheila Lottie Vance
Notary Public - ~~State of New York~~
state of Delaware

SHEILA LOTTIE VANCE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 11, 2015

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

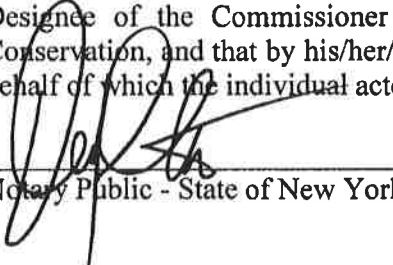
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 24th day of August, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, 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. 01CH5082148
Qualified in Schenectady County
Commission Expires August 22, 2018

County: Niagara Site No: 932053 Order on Consent Index : B9-0137-86-04

SCHEDULE "A" PROPERTY DESCRIPTION

Enter Property Description

SCHEDULE A LEGAL DESCRIPTION

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewiston, Country of Niagara and State of New York, being part of Lot 26 of the Mile Reserve, so-called, more particularly described as follows:

BEGINNING at a point in the northeast corner of Parcel "A" of lands heretofore conveyed by Niagara, Lockport and Ontario Power Company to Niagara Smelting Corporation by deed dated July 23, 1924, recorded June 22, 1928 in Niagara County Clerk's Office in Liber 537 of Deeds at page 484, said point being in the dividing line between lands of Niagara, Lockport and Ontario Power Company and lands now or formerly owned by Riverdale Cemetery Association;

thence from said point of beginning easterly along said dividing line, making an interior angle of 88° 30' with the easterly boundary of the aforesaid Parcel "A", 500 feet;

thence southerly by deflection to right of 88° 30' making a line parallel to easterly boundary of Parcel "A", 579.27 feet to the northerly boundary of a transmission line right of way to Niagara, Lockport and Ontario Power Company 300 feet wide;

thence westerly along the northerly boundary of said right of way, being a line parallel to and 300 feet north of the south line of said lot 26 of the Mile Reserve, so-called, measured at right angles thereto, 500 feet to a point in the easterly boundary of said Parcel "A";

thence northerly along the easterly boundary of said Parcel "A", 579.64 feet to the point of beginning. PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewiston, County of Niagara and State of New York, being known and described as part of Lot No. 26 of the New York State reservation (so-called) on the east side of the Niagara River, bounded and described as follows:

BEGINNING at a point on the north line of the lands of the Niagara, Lockport and Ontario Power Company (known as the Mentz Farm) as described in a deed from the Iroquois Construction Company to the Niagara, Lockport and Ontario Power Company, dated May 25, 1905, and recorded in the Niagara County Clerk's Office in the Liber 320 of Deeds at page 42, August 3rd, 1906, said point being distant 624 feet easterly measured along said north line from the northeast corner of the five acres of land now or formerly owned by Lillie Mentz Crandall and reserved by her in a certain deed to the Security Investment Company, dated December 28th, 19804 and recorded in Niagara County Clerk's Office in Liber 306 of Deeds at page 198, December 29th, 1904;

thence running easterly along the north line of said Mentz farm 420.2 feet to a point on said north line;

thence southerly along a line parallel to the east line of Lewiston Road (So-called) 581 feet more or less to the north line of the 300 feet right of way of the Niagara, Lockport and Ontario Power Company as shown on a map made by Clinton S. Herrick, Engineer for said Niagara, Lockport and Ontario Power Company and filed in Niagara County Clerk's Office August 9th, 1905.

thence westerly along said northerly right of way line 934.2 feet to a point on said northerly right of way line;

thence northerly on a line parallel to the easterly line of said Lewiston Road 373 feet more or less to a point on the south line of lands described as Parcel One in a certain deed from Niagara, Lockport and Ontario Power Company to American Magnesium Corporation, dated November 21, 1918, and recorded in Niagara County Clerk's Office in Liber 408 of Deeds at page 602, said point being 110 feet easterly from the east line of the five acres now or formerly owned by Lillie Mentz Crandall, as reserved by her in the deed above mentioned;

thence easterly along the southerly line of lands described as Parcel One in said deed from Niagara, Lockport and Ontario Power Company to American Magnesium Corporation, 514 feet to the southeast corner of the lands described as Parcel One in said deed from Niagara, Lockport and Ontario Power Company to American Magnesium Corporation;

thence northerly along a line parallel to the east line of Lewiston Road, being also along the east line of the lands described as Parcel One in said deed from Niagara, Lockport and Ontario Power Company to American Magnesium Corporation, 208 feet more or less to the north line of said Mentz Farm, the place of beginning.

PARCEL C

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewiston, County of Niagara and State of New York, being known and described as a part of Lot No. 26 of the New York State Reservation (so-called) on the east side of Niagara River, bounded and described as follows:

BEGINNING at the northwest corner of the lands of the Niagara, Lockport & Ontario Power Company (known as a part of the Mentz Farm) as described in a deed from Iroquois Construction Company to the Niagara, Lockport & Ontario Power Company dated May 25, 1905 and recorded in Niagara County Clerk's Office August 3, 1906 in Liber 320 of Deeds at page 42, said point being also the northeast corner of the five acres reserved in a deed from Lillie Mentz Crandall to the Security Investment Company dated December 28, 1980 and recorded in Niagara County Clerk's Office December 29, 1904 in Liber 306 of Deeds at page 198, and being 573.28 feet easterly from the east line of the Lewiston Road (so-called) measured along the north line of said Mentz Road;

Thence running easterly along the northerly line of said Mentz Farm 624 feet to a point; thence southerly along a line parallel to the east line of the Lewiston Road 208 feet to a point; thence westerly along a line parallel to the north line of said Mentz Farm 624 feet to the east line of the

five acres so reserved by Lillie Mentz Crandall in the deed mentioned to the Security Investment Company;

Thence northerly along the east line of said five acres so reserved by Lillie Mentz Crandall as aforesaid 208 feet to the place of beginning.

PARCEL D

ALL THAT TRACT OR PARCEL OF LAND situate in the Town on Lewiston, County of Niagara and State of New York, being known and described as a part of Lot No. 26 of the New York State Reservation (so-called) on the east side of Niagara River, bounded and described as follows:

BEGINNING at a point on the east line of the five acres reserved by Lillie Mentz Crandall in a certain deed to the Security Investment Company, dated December 28, 1904 and recorded in Niagara County Clerk's Office December 29, 1904 in Liber 306 of Deeds at page 198, said point being 208 feet south of the northeast corner of said five acres and being also the southwest corner of Parcel C above described;

thence southerly along the east line of the five acres, so reserved by Lillie Mentz Crandall ,as aforesaid

172 feet to a point which is also the southeast corner of said five acres;

thence easterly along a line parallel to the south line of the lands first above described 110 feet to a point;

thence northerly along a line parallel to the east line of said five acres reserved by Lillie Mentz Crandall and also parallel to the east line of the Lewiston Road (so-called) 172 feet to the south line of Parcel C above described;

thence westerly along the south line of the lands first above described 110 feet to the place of beginning.

PARCEL E

ALL THAT PIECE OR PARCEL OF PROPERTY hereinafter designated as Parcel No. 2601, situate in the Town of Lewiston, County of Niagara, State of New York, being part of Lot 26 of the New York State Mile Reserve also known and designated as part of the premises described by Parcel No. 462 and Parcel No. 619 on Map No 462 showing lands conveyed to Power Authority of the State of New York by Niagara Mohawk Power Corporation by deed recorded February 19, 1959 in Liber 1309 of Deeds at page 281, in the Niagara County Clerk's Office and described as follows:

BEGINNING at a point located at the intersection of the division line between the property of Stauffer Chemical Co. (reputed owner) on the east and Power Authority of the State of New

York (owner) on the west with the division line between the property of Stauffer Chemical Co. (reputed owner) on the north and Power Authority of the State of New York (owner) on the south, said point being 594.15± feet distant northerly measured at right angles from Station 279+74.98± of the hereinafter described Niagara River Project Survey Base Line; thence through the property of Power Authority of the State of New York (owner) the following 3 courses and distances: N 40° 33' 01" W, 105.94 feet to a point; thence N 80° 19' 21" W, 231.23 feet to a point; thence N 0° 21' 05" W, 467.12 feet to an intersection with the division line between the property of Riverdale Cemetery Association of Niagara Falls, New York (reputed owner) on the north and Power Authority of the State of New York (owner) on the south; thence S 88° 50' 09" E (measured), S 88° 50' 55" E (recorded) along the last said division line, 185.97 feet to its intersection with the division line between the property of Stauffer Chemical Co. (reputed owner) on the east and Power Authority of the State of New York (owner) on the West; thence S 00° 21' 05" E (measured), S 00° 20' 55" E (recorded) along the last said division line, 380.06 feet (measured), 380.00 feet (recorded) to its intersection with the division line between Stauffer Chemical Co. (reputed owner) on the north and Power Authority of the State of New York (owner) on the south; thence 88° 50' 06" E (measured), S 88° 50' 03" E (recorded), along the last said division line 110.00 feet (measured), 107.98 feet (recorded) to its intersection with the division line between the property of Stauffer Chemical Co. (reputed owner) on the east and Power Authority of the State of New York (owner) on the west; thence S 00° 24' 27" E (measured), S 00° 20' 55" (recorded) along the last said division line 200.42 feet measured, 200.32 feet or 201.00 feet (both recorded) to the point of beginning.

PARCEL F

ALL THAT PIECE OF PARCEL OF PROPERTY hereinafter designed at Parcel No. 2981 being part of Lot 26 of the New York State Mile Reserve, situate in the Town of Lewiston, County of Niagara, State of New York, Parcel No. 2981 being part of the premises designated as Parcel No. 619 on Map Np. 462 of Power Authority of the State of New York, Niagara Power Project, Niagara County, showing lands conveyed to Power Authority of the State of New York by Niagara Mohawk Power Corporation by deed recorded in Niagara County Clerk's Office on February 19, 1959 in Liber 1309 of Deeds at page 281; such Parcel No. 2981 being bounded and described as follows:

BEGINNING at a point located at the intersection of the former easterly highway boundary line of

Lewiston Road with the southerly boundary line of Riverdale Cemetery, said point being further described as being the most northerly corner of lands of the People of the State of New York (owners), being lands under the jurisdiction of Power Authority of the State of New York and formerly being the property of New York Central Railroad Company (reputed owner) said point being further described as being the northwest corner of property of Power Authority of the State of New York (owner), formerly Niagara Mohawk Power Corporation (reputed owner) said point being also 1067.68± feet distant northerly measured at right angles from Station 287+53.68± of the hereinafter described Niagara River Project Survey baseline; thence S 88° 50' 09" E (measured) S 88° 50' 55" E (recorded) along the division line of said Riverdale Cemetery (reputed owner) on the north and the Power Authority of the State of New York (owner)

formerly Niagara Mohawk Power Corporation (reputed owner) on the south, a distance of 387.25 feet to the northwest corner of a parcel of property deeded to Stauffer Chemical Company, shown as Parcel No. 2601 on Map No. 60-C by the Power Authority of the state of New York by deed recorded in the Niagara County Clerk's Office on September 2, 1964 in Liber 1432 of Deeds at page 141; thence S 00° 21' 06" E along the westerly line of said Stauffer Property, a distance of 105.00 feet to a point; thence through the property of Power Authority of the State of New York (owner) the following 2 courses and distances: N 57° 16' 22" W a distance of 124.11 feet to a point, N 88° 50' 09" W parallel to the northerly line of said former Niagara Mohawk Power Corporation (reputed owner) property a distance of 280.00 feet to a point on the division line between the property on the People of the State of New York (owner) being lands under the jurisdiction of Power Authority of the State of New York and formerly the property of New York Central Railroad Company (reputed owner) on the west and the property of Power Authority of the State of New York (owner) formerly the property of Niagara Power Corporation (reputed owner) on the east; thence N 04° 56' 26" W along the said division line a distance of 40.23 feet to the point of beginning.

PARCEL G

ALL THAT PIECE OR PARCEL OF PROPERTY acquired by the Superintendent of the Public Works of the State of New York, in fee, in the name of The People of the State of New York at the request of the Power Authority of the State of New York, pursuant to the provisions of Section 30 of the Highway Law as made applicable by Article 5, Title 1 of the Public Authorities Law, being part of the premises designated as Parcel Nos. 1135 and 1145 shown and described as Map Nos. 1112R-1 and 1145 of Power Authority of the State of New York, Niagara Power Project, Niagara County, filed in the office of the State Department of Public Works on October 1, 1959 and on April 30, 1964 and also filed in the Office of the Clerk of Niagara County on October 20, 1959 and on May 12, 1964, respectively; which property maybe conveyed, in fee, in the name of the People of the State of New York to Stauffer Chemical Company on terms beneficial to the State and the Power Authority of the State of New York, hereinafter designated as Parcel No. 2982 situate in the Town of Lewiston, County of Niagara, State of New York, being part of Lot 26 of the New York State Mile Reserve, being bounded and described as follows:

BEGINNING at a point located at the intersection of the former easterly highway boundary line of Lewiston Road with the southerly boundary line of Riverdale Cemetery, said point being further described as being the most northerly corner of lands of The People of the State of New York (owner) being lands under the jurisdiction of Power Authority of the State of New York and formerly being the property of New York Central Railroad Company (reputed owner); said point being also 1067.68± feet distant northerly measured at right angles from Station 287+53.68± of the hereinafter described Niagara River Project Survey baseline; thence S 04° 56' 26" E along the easterly boundary line of said former New York Central Railroad Company (reputed owner) property, said line being the division line between said Railroad Company property on the west and the property of the Power Authority of the State of New York (owner), formerly Niagara Mohawk Power Corporation (reputed owner) on the east, a distance of 40.23 feet to a point; thence N 88° 50' 09" W parallel to the northerly line of said former Niagara Mohawk Power Corporation (reputed owner) property, a distance of 13.24 feet to a point on the

easterly line of lands deeded to the Town of Lewiston shown as Parcel No. 2598 on Map No. 174-C by the Power Authority of the State of New York by deed recorded in the Niagara County Clerk's Office on December 23, 2968 in Liber 1488 of Deeds at page 253; thence northerly along the easterly line of said Town of Lewiston Property and on a curve having a radius of 378.00 feet to the right, 35.74 feet to a point of tangency; thence N 00° 26' 38" W continuing along said easterly line of said Town of Lewiston property a distance of 4.38 feet to an angle therein; thence S 88° 50' 09" E continuing along said Town of Lewiston property line a distance of 11.77 feet to the point of beginning.