

CHRISTOPHER L. JACOBS, ERIE COUNTY CLERK  
REF:

DATE: 7/15/2014  
TIME: 9:11:34 AM  
RECEIPT: 14107868

BOX 29  
ACCOUNT #: 0

ITEM - 01 785  
RECD: 7/15/2014 9:21:59 AM  
FILE: 2014137589 BK/PG D 11266/5436  
Deed Sequence: TT2013021925  
TECUMSEH REDEVELOPMENT INC  
NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV  
ATION

Recording Fees	90.00
TP584	10.00

Subtotal 100.00

ITEM - 02 785  
RECD: 7/15/2014 9:21:59 AM  
FILE: 2014137590 BK/PG D 11266/5446  
Deed Sequence: TT2013021926  
TECUMSEH REDEVELOPMENT INC  
NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV  
ATION

Recording Fees	85.00
TP584	10.00

Subtotal 95.00

ITEM - 03 785  
RECD: 7/15/2014 9:21:59 AM  
FILE: 2014137591 BK/PG D 11266/5455  
Deed Sequence: TT2013021927  
TECUMSEH REDEVELOPMENT INC  
NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV  
ATION

Recording Fees	100.00
TP584	10.00

Subtotal 110.00

ITEM - 04 785  
RECD: 7/15/2014 9:21:59 AM  
FILE: 2014137592 BK/PG D 11266/5467  
Deed Sequence: TT2013021928  
TECUMSEH REDEVELOPMENT INC  
NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV  
ATION

Recording Fees	105.00
TP584	10.00

Subtotal 115.00

TOTAL DUE	\$420.00
PAID TOTAL	\$420.00
PAID CHECK	\$420.00
Check #6438:	420.00

-----  
REC BY: Donna  
COUNTY RECORDER

FILED

JUL 15 2014

ERIE COUNTY  
CLERK'S OFFICE

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

THIS INDENTURE made this 26<sup>th</sup> day of June, 2014 between  
owner(s) Tecumseh Redevelopment Inc., having an office at 4020 Kinross Lakes Parkway,  
County of Summit, State of Ohio (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 2303  
Hamburg Turnpike in the City of Lackawanna, 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 141.11  
Block 1 Lot 50, being a portion of that certain plot, piece or parcel of land conveyed to Grantor by  
deed dated May 6, 2003 and recorded in the Erie County Clerk's Office in Liber 11040 and Page  
8953. The property subject to this Environmental Easement (the "Controlled Property") comprises  
approximately 105.18 +/- acres, and is hereinafter more fully described in the Land Title Survey,  
which includes parcels recognized under Brownfield Cleanup Agreement Amendments dated  
August 22, 2012 ("Sites"), dated September 14, 2012, field survey completed June 12, 2012 and  
prepared by Wendel, 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

[10/12]

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B9-0696-05-06(C), 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)**

**In addition, that part of the Controlled Property located on that certain portion of BCP Site No. C915199C, as such portion is set forth in and attached hereto as Schedule B, shall not be developed with any enclosed structure or building that could provide temporary or permanent human occupancy.**

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

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

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

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

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

- (7) All future activities on the property that will disturb remaining 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

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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 Site within the Controlled Property on or about which the violation pertains.

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 Numbers: C915199, C915199B, C915199C,  
C915199D, C915199E, C915199F, C915199I, and C915199J

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.

[10/12]

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: Tecumseh Redevelopment Inc.

By: Keith A. Nagel

Print Name: Keith A. Nagel

Title: VP- ENVIOR. AFFAIRS Date: May 29, 2014  
REAL ESTATE

**Grantor's Acknowledgment**

*Ohio*  
STATE OF ~~NEW YORK~~ )  
  ) ss:  
COUNTY OF *Summit* )

On the 29<sup>th</sup> day of May, in the year 2014, before me, the undersigned, personally appeared Keith Nigel, 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.

*Susan E. Dick*  
\_\_\_\_\_  
Notary Public - State of ~~New York~~  
*Ohio*

*Commission expires:*  
*Nov. 6, 2017*





**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,**

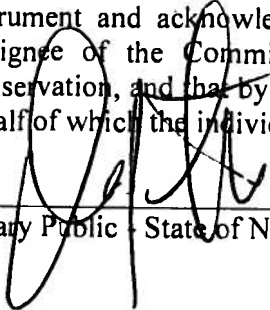
By:

  
 \_\_\_\_\_  
 Robert W. Schick, Director  
 Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 26<sup>th</sup> day of June, in the year 2014 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. 01CH5032146  
 Qualified in Schenectady County  
 Commission Expires August 22, 2018

**SCHEDULE "A" PROPERTY DESCRIPTION**

**Parcel "A"**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Lackawanna, County of Erie and State of New York, being part of Lots 15, 16 and 17 of the Ogden Gore Tract and part of Lot 23, Township 10, Range 8 of the Buffalo Creek Reservation and more particularly bounded and described as follows:

**COMMENCING** at the intersection of the westerly highway boundary of the Hamburg Turnpike (also known as State Route No. 5) as appropriated by the People of the State of New York as shown on Map No. 1, Parcel 1 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at page 404 and the municipal boundary line between the City of Lackawanna (to the north) and the Town of Hamburg (to the south). Said point also being in the northerly line of lands conveyed to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 10119 of Deeds at page 131; thence westerly along the municipal boundary line and the northerly line of said South Buffalo Railway Company's land a distance of 507.02 feet to a point; thence northwesterly continuing along said South Buffalo Rail Company's land, a distance of 386.48 feet to the principal point of beginning; running thence northwesterly and continuing along said South Buffalo Railway Company's land, a distance of 1834.83 feet to a point to an angle point therein; thence southwesterly and continuing along said South Buffalo Railway Company's land, a distance of 100.14 feet to the approximate center line of an improved access road; thence northwesterly along the approximate center line of said road N 24° 58' 39" W, a distance of 310.20 feet to the point of curvature of a non-tangent curve, concave to the east, having a radius of 512.16 feet, a central angle of 50° 17' 25" and a chord of 435.25 feet bearing N 00° 30' 26" W; thence northwesterly along said curve, curving to the right, a distance of 449.54 feet to a point of tangency; thence northeasterly continuing along said road N 25° 18' 46" E a distance of 288.35 feet to the point of curvature of a non-tangent curve, concave to the west, having a radius of 706.88 feet, a central angle of 41° 48' 30" and a chord of 504.43 feet bearing N 08° 08' 26" E; thence northeasterly along said curve, curving to the left, a distance of 515.80 feet to a point of tangency; thence northwesterly continuing along said road N 18° 37' 00" W, a distance of 107.01 feet to a point approximately 25 feet south from the existing southerly top of high bank of Smokes Creek; thence easterly and southerly continuing, approximately 25 feet south from the existing southerly top of high bank of Smokes Creek the following 6 courses and distances: N 82° 08' 06" E, a distance of 87.56 feet; S 46° 24' 39" E, a distance of 578.56 feet; S 44° 24' 55" E, a distance of 252.36 feet; S 41° 49' 05" E, a distance of 663.40 feet; S 64° 08' 06" E, a distance of 154.89 feet; N 80° 39' 39" E, a distance of 228.31 feet to the point of curvature of a tangent curve, concave to the west, having a radius of 518.00 feet; thence southwesterly along said curve, curving to the right, a distance of 168.84 feet to a point of tangency; thence S 03° 25' 27" E a distance of 1284.41 feet to the principal point of beginning, containing 51.40 acres of land, more or less.

**Parcel "B"**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Lackawanna, County of Erie and State of New York being part of Lots Nos. 18, 19 and 20 of the Ogden Gore Tract and part of Lot No. 24, Township 10, Range 8 of the Buffalo Creek Reservation, bounded and described as follows:

**BEGINNING** at the southwest corner of lands conveyed to Gateway Trade Center Inc. by deed recorded in the Erie County Clerk's Office in Liber 10886 of Deeds at page 1064; running thence northerly along the southerly line of said lands so conveyed to Gateway Trade Center, Inc. by deed aforesaid, a distance of 930.64 feet to a point therein; thence S 18° 20' 36" E, a distance of 966.47 feet to a point in the northeast corner of lands conveyed to Welded Tube USA, LLC by deed recorded in the Erie County Clerk's Office in Liber 11232 at pages 2531 and 2695; running thence S 71° 41' 32" W, a distance of 180.00 feet to a point, thence N 48° 01' 09" W, a distance of 180.00 feet to a point, thence N 18° 20' 36" W, a distance of 250.00 feet to a point, thence S 71° 41' 32" W, a distance of 1024.00 feet to a point in the approximate centerline of railroad tracks; Thence along the approximate centerline of said railroad tracks the following 7 courses and distances:

S 12° 54' 26" E, a distance of 95.00 feet;

S 18° 20' 36" E, a distance of 155.42 feet;

S 18° 20' 36" E, a distance of 550.00 feet;

S 20° 21' 28" E, a distance of 138.87 feet;

S 22° 56' 38" E, a distance of 120.00 feet;

S 26° 40' 17" E, a distance of 130.00 feet;

S 27° 51' 58" E, a distance of 325.00 feet to a point;

Thence N 82° 08' 06" E, a distance of 124.50 feet to a point;

Thence S 48° 09' 58" E, a distance of 113.54 feet to a point;

Thence N 71° 39' 24" E, a distance of 1036.13 feet to the southeast corner of said lands conveyed to Welded Tube USA, LLC.;

Thence S 18° 20' 36" E, a distance of 1327.70 feet to a point, approximately 25 feet north from the existing northerly top of the high bank of Smokes Creek; thence westerly and northerly approximately 25 feet north from the existing northerly top of the high bank of said Smokes Creek, the following 8 courses and distances:

S 48° 54' 49" W, a distance of 140.81 feet;

S 32° 40' 10" W, a distance of 122.80 feet;

S 78° 47' 59" W, a distance of 128.86 feet;

N 49° 35' 08" W, a distance of 112.15 feet;

N 39° 56' 33" W, a distance of 635.45 feet;

N 44° 32' 31" W, a distance of 243.09 feet;

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N 48° 25' 21" W, a distance of 710.19 feet;

S 82° 08' 06" W, a distance of 169.65 feet to the approximate center line of an improved access road; thence northerly along the approximate center line of said improved access road, the following 11 courses and distances:

N 18° 37' 00" W, a distance of 43.20 feet;

N 29° 52' 05" W, a distance of 465.91 feet;

N 18° 10' 50" W, a distance of 270.79 feet;

N 24° 11' 01" W, a distance of 362.77 feet;

N 26° 06' 35" W, a distance of 243.92 feet;

N 28° 29' 29" W, a distance of 228.39 feet;

N 23° 10' 20" W, a distance of 205.04 feet;

N 18° 20' 44" W, a distance of 542.77 feet;

N 10° 35' 36" W, a distance of 279.16 feet;

N 79° 52' 42" E, a distance of 202.46 feet;

N 68° 32' 54" E, a distance of 326.23 feet to a point in the westerly line of lands so conveyed to Gateway Trade Center, Inc. by deed aforesaid; thence southerly along the westerly line of said lands so conveyed to Gateway Trade Center, Inc. by deed aforesaid, a distance of 528.60 feet to the southwest corner thereof and the principal point of beginning, containing 53.78 acres of land, more or less.

**SCHEDULE "B" DESCRIPTION FOR THE EXCEPTION OF THE AREA OF  
SUSPECTED SUBSURFACE ACM**

COMMENCING AT THE SOUTHWEST CORNER OF THE ENVIRONMENTAL  
EASEMENT BUSINESS PARK PHASE III, PARCEL "A";

THENCE N 43°-41'-08" E, A DISTANCE OF 240.76 FEET TO THE POINT OF BEGINNING;

THENCE N 18°-42'-32" W, A DISTANCE OF 81.55 FEET TO A POINT;

THENCE N 71°-17'-28" E, A DISTANCE OF 673.28 FEET TO A POINT;

THENCE S 18°-42'-32" E, A DISTANCE OF 81.55 FEET TO A POINT;

THENCE S 71°-17'-28" W, A DISTANCE OF 673.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.26 ACRES OF LAND, MORE OR LESS.



# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-1, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

<b>Grantor/Transferor</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor ) Tecumseh Redevelopment, Inc. Mailing address 4020 Kinross Lakes Parkway City State ZIP code Richfield OH 44286 Single member's name if grantor is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN 01-0649791 Single member EIN or SSN
<b>Grantee/Transferee</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee ) The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation Mailing address 625 Broadway City State ZIP code Albany NY 12233 Single member's name if grantee is a single member LLC (see instructions)	Social security number  Social security number  Federal EIN 14-6013200 Single member EIN or SSN

**Location and description of property conveyed**

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
141.11-1-50	140900	2303 Hamburg Turnpike	Lackawanna	Erie

**Type of property conveyed (check applicable box)**

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100%; text-align: center;"> <tr> <td style="padding: 2px;">06</td> <td style="padding: 2px;">26</td> <td style="padding: 2px;">2014</td> </tr> <tr> <td style="font-size: 8px;">month</td> <td style="font-size: 8px;">day</td> <td style="font-size: 8px;">year</td> </tr> </table>	06	26	2014	month	day	year
06	26	2014						
month	day	year						

Percentage of real property conveyed which is residential real property 0 % (see instructions)

**Condition of conveyance (check all that apply)**

- |  |  |  |
|--|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest<br><br>b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)<br><br>c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)<br><br>d. <input type="checkbox"/> Conveyance to cooperative housing corporation<br><br>e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)<br><br>g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)<br><br>h. <input type="checkbox"/> Conveyance of cooperative apartment(s)<br><br>i. <input type="checkbox"/> Syndication<br><br>j. <input type="checkbox"/> Conveyance of air rights or development rights<br><br>k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender<br><br>m. <input type="checkbox"/> Leasehold assignment or surrender<br><br>n. <input type="checkbox"/> Leasehold grant<br><br>o. <input type="checkbox"/> Conveyance of an easement<br><br>p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)<br><br>q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state<br><br>r. <input type="checkbox"/> Conveyance pursuant to divorce or separation<br>s. <input checked="" type="checkbox"/> Other (describe) _____ |
|--|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		0 00
2.		0 00
3.		0 00
4.		
5.		
6.		0 00

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		0 00
2.		
3.		0 00

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

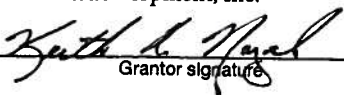
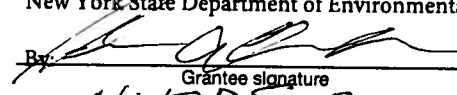
  - Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Tecumseh Redevelopment, Inc.

New York State Department of Environmental Conservation

By: <u></u> Grantor signature	YP- ENOIR Title REAL ESTATE	By: <u></u> Grantee signature	Associate Title Bureau Chief
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.



**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date