



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? Yes No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:
Sucro Real Estate NY, LLC is purchasing the Phase IA Business Park BCP Site No. C915218 from Tecumseh Redevelopment Inc. This amendment is to add Sucro Real Estate NY, LLC to the Brownfield Cleanup Agreement (BCA) and make the following changes. The 2008 BCA stated the applicant as ArcelorMittal Tecumseh Redevelopment Inc.; however, the name of the legal entity is Tecumseh Redevelopment Inc. (see Exhibit A). The BCA also listed the size of the property as approximately 12.5 acres of tax lot SBL#141.11-1.111. Two tax lot reassignments have occurred since the 2008 BCA: [1] on or before the 2014 Survey and Environmental Easement filing, the property was assigned SBL#141.11-1-50 and [2] the property was more recently assigned SBL#141.11-1-48.12. The 2014 survey by a professional land surveyor shows the property size as +/- 12.31 acres. As such, an official tax map prepared by the Division of Real Property Tax Services for Erie County, NY was obtained and states the property is 12.07 acres (see Exhibit B).

Please refer to the attached instructions for guidance on filling out this application

Section I. Existing Agreement Information		
BCP SITE NAME: Tecumseh Phase IA Business Park		BCP SITE NUMBER: C915218
NAME OF CURRENT APPLICANT(S): Tecumseh Redevelopment Inc.		
INDEX NUMBER OF EXISTING AGREEMENT: B9-0752-07-08		DATE OF EXISTING AGREEMENT: ^{12/11/2008} 06/09/2020
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME Sucro Real Estate NY, LLC		
ADDRESS 2020 Ponce de Leon Blvd, Suite 1204		
CITY/TOWN Coral Gables, FL		ZIP CODE 33134
PHONE 305-901-5222	FAX	E-MAIL
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. <p style="text-align: right;">EXHIBIT A</p>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Mr. Jonathan Taylor		
ADDRESS 2020 Ponce de Leon Blvd, Suite 1204		
CITY/TOWN Coral Gables, FL		ZIP CODE 33134
PHONE 305-609-3739	FAX	E-MAIL jtaylor@sucro.us
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Benchmark Environmental Engineering & Science, PLLC		
ADDRESS 2558 Hamburg Turnpike, Suite 300		
CITY/TOWN Buffalo, NY		ZIP CODE 14218
PHONE 716-856-0599	FAX 716-856-0583	E-MAIL tforbes@bm-tk.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Zdarsky, Sawicki & Agostinelli LLP		
ADDRESS 1600 Main Place Tower, 350 Main Street		
CITY/TOWN Buffalo		ZIP CODE 14202
PHONE 716-855-3200	FAX 716-855-3101	E-MAIL gagostinelli@zsa.cc
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? EXHIBIT C <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: Potential/future purchaser of the property		

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) **Tecumseh Redevelopment Inc.**

ADDRESS 4020 Kinross Lakes Parkway

CITY/TOWN Richfield, OH

ZIP CODE 44286

PHONE 330-659-9165

FAX 330-659-7434

E-MAIL keith.nagel@arcelormittal.com

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

EXHIBIT D

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No EXHIBIT E

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

ADDRESS 2303 Hamburg Turnpike

CITY/TOWN Lackawanna

ZIP CODE 14218

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
A portion of 1951 Hamburg Turnpike, Lackawanna		141.11	1	1.111	~12.5

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
 Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
A portion of 2303 Hamburg Turnpike, Lackawanna		141.11	1	48.12	12.07

- Reduction of property
Approximate acreage removed: 0.43 Per the attached Tax Map last revised 7/23/2020.

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Tecumseh Phase IA Business Park	BCP SITE NUMBER: C915218
NAME OF CURRENT APPLICANT(S):	Tecumseh Redevelopment Inc.
INDEX NUMBER OF EXISTING AGREEMENT: B9-0752-07-08	
EFFECTIVE DATE OF EXISTING AGREEMENT: Original (12/11/2008); Amendment 1 (06/09/2020)	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title <u>President</u>) of (entity <u>Sucro Real Estate NY, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>10/12/2020</u> Signature:  Print Name: <u>Jonathan Taylor</u>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Vice President (title) of Tecumseh Redevelopment Inc. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10/12/2020 Signature: Keith Nagel

Print Name: Keith A. Nagel

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: December 11, 2003

Signature by the Department:

DATED: 12/18/20

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

EXHIBIT A

NYSDOS DIVISION OF CORPORATIONS

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 8, 2020.

Selected Entity Name: SUCRO REAL ESTATE NY, LLC

Selected Entity Status Information

Current Entity Name: SUCRO REAL ESTATE NY, LLC

DOS ID #: 5830199

Initial DOS Filing Date: SEPTEMBER 08, 2020

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ZDARSKY, SAWICKI & AGOSTINELLI LLP

1600 MAIN PLACE TOWER

350 MAIN STREET

BUFFALO, NEW YORK, 14202

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 08, 2020	Actual	SUCRO REAL ESTATE NY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 22, 2020.

Selected Entity Name: TECUMSEH REDEVELOPMENT INC.

Selected Entity Status Information

Current Entity Name: TECUMSEH REDEVELOPMENT INC.

DOS ID #: 2899155

Initial DOS Filing Date: APRIL 25, 2003

County: ERIE

Jurisdiction: DELAWARE

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

TECUMSEH REDEVELOPMENT INC.

28 LIBERTY ST.

NEW YORK, NEW YORK, 10005

Chief Executive Officer

JOHN BRETT

3250 INTERSTATE DR.

RICHFIELD, OHIO, 44286

Principal Executive Office

TECUMSEH REDEVELOPMENT INC.

3250 INTERSTATE DR.

RICHFIELD, OHIO, 44286

Registered Agent

C T CORPORATION SYSTEM
 28 LIBERTY ST.
 NEW YORK, NEW YORK, 10005

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate.](#)

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 06, 2007	Actual	TECUMSEH REDEVELOPMENT INC.
OCT 23, 2007	Actual	ARCELORMITTAL TECUMSEH REDEVELOPMENT INC.
APR 25, 2003	Actual	TECUMSEH REDEVELOPMENT INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT B

RESOLUTIONS

**UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS OF SUCRO REAL ESTATE NY, LLC**

October 12, 2020

The undersigned, being the sole member of Sucro Real Estate NY, LLC, a New York limited liability company (the “Company”), by consent in writing, without the formality of convening a meeting, do hereby consent to the following actions of the Company:

NOW, THEREFORE, BE IT RESOLVED:

RESOLVED, that effective as of the date hereof, each of the following persons be, and each hereby is, ratified, confirmed and/or appointed to the offices set forth opposite that person’s name to serve as such at the pleasure of the Operating Member, each to hold such offices until the officer’s respective successor is duly appointed or until the officer’s earlier resignation or removal:

Jonathan Taylor – President
Stefano D’Aniello – Executive Vice President and Treasurer
Gabriel de Varona –Secretary

RESOLVED, that all prior acts of Jonathan Taylor, Stefano D’Aniello, and Gabriel de Varona as officers (in such capacities set forth opposite each such person’s name above) of the Company are hereby affirmed, ratified and confirmed in all respects as the acts and deeds of the Company;

General Ratification

RESOLVED, that the managers or proper officers of the Company are each authorized, empowered and directed, in the name and on behalf of the Company, to take additional action and to execute and deliver additional agreements, documents, and instruments as the Company’s management may deem necessary or appropriate to implement the provisions of the foregoing resolutions and that all actions heretofore taken by the managers or proper officers of the Company in connection with the subject of the foregoing recitals and resolutions be, and they hereby are, approved, ratified and confirmed in all respects as the acts and deeds of the Company; and further

RESOLVED, that this written consent may be executed in counterpart originals or by facsimile, all of which, taken together, will have the same effect as if all signatures were contained in a single original copy of this written consent.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this written consent as of the day first above written.

SUCRO CAN INTERNATIONAL, LLC,
a Delaware limited liability company



Jonathan Taylor, Chief Executive Officer

**UNANIMOUS WRITTEN CONSENT
OF
THE MEMBERS
OF
SUCRO REAL ESTATE NY, LLC**

We, the undersigned, being all of the Members of **SUCRO REAL ESTATE NY, LLC**, a limited liability company (the "Company") organized and existing under the laws of the State of New York, do hereby unanimously consent to the following resolutions, and that such action be taken without a meeting, pursuant to the Limited Liability Laws of the State of New York.

NOW, THEREFORE, be it resolved that:

1) The Company intends to enter into a Brownfield Cleanup Agreement ("BCA") Amendment and other documents, agreements, applications, and certifications to and for such BCA required by the New York Department of Environmental Conservation ("DEC") relating to a certain Brownfield Cleanup Program, Site No. C915218, sometimes called the Tecumseh Phase IA Business Park (hereinafter called "Phase IA BP");

2) The Company has the authority to enter into any such documents, agreements, applications, and certifications and be bound by a certain BCA relating to the Phase IA BP;


3) Jonathan Taylor, President, and Stefano D'Aniello, Executive Vice President, each of them acting alone, are hereby authorized and directed to execute any documentation requested by DEC related to the Phase IA BP and to take all actions deemed appropriate in order to complete any documentation, certifications, or submissions requested by the DEC relating to the Phase IA BP; and

4) This Consent may be signed on different counterparts by different parties, all of which counterparts when taken together shall be deemed to be a complete Consent. After this Consent is signed by a party or parties hereto, and such Consent has been transmitted by facsimile or e-mail means, such facsimile or e-mail transmission shall be considered for all purposes to be delivered and to be an original.

Dated Effective as of October 12, 2020

SOLE MEMBER:

SUCRO CAN INTERNATIONAL, LLC



Jonathan Taylor, Chief Executive

Officer

EXHIBIT C

VOLUNTEER STATEMENT

Brownfield Cleanup Program

Application to Amend Brownfield Cleanup Program Agreement and Amendment

Volunteer Statement

Sucro Real Estate NY, LLC has appropriately answered "no" to all the eligibility questions within Section IV of this application for BCA Amendment and hereby certifies that it is a volunteer and that its liability arises solely as a result of involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

Sucro Real Estate NY, LLC, being the New Requestor, has and had no current or prior direct or indirect ownership interest or any other interest in any prior owner or operator of the site. Tecumseh Redevelopment, Inc. ("Tecumseh") is the current owner and Volunteer under the Brownfield Cleanup Agreement (BCA) for Site C915218 ("Phase IA Business Park").

To date, New Requestor has not undertaken any activity on the site resulting in soil disturbance or otherwise undertaken any activity affecting the soil or groundwater, has taken appropriate care to ensure that there are no continuing releases of contamination on the site, and that there are no threatened future releases of contamination on the site and has prevented human, environmental, or natural resource exposure to any previously released contamination.

As such, New Requestor confirms that its liability arises solely as a result of involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum, and affirms and confirms that New Requestor should be a "Volunteer" as that term is defined in Section 27-1405(1)(b) of the New York Environmental Conservation Law.

EXHIBIT D

ACCESS AUTHORIZATION

4020 Kinross Lakes Parkway
Richfield, Ohio 44286-9000
(330) 659-9102

October 12, 2020

Sucro Real Estate NY, LLC
2020 Ponce de Leon, Suite 1204
Coral Gables, FL 33134

Re: Tecumseh Phase IA Business Park
2303 Hamburg Turnpike, Lackawanna, NY
Access Permission: BCP Site C915218

Mr. Jonathan Taylor:

Tecumseh Redevelopment, Inc. (Tecumseh) is the current owner of the above-referenced Phase IA Business Park in Lackawanna, NY and, based upon an Agreement of Purchase and Sale currently pending execution, acknowledges Sucro Real Estate NY, LLC (Sucro) as Applicant (Volunteer) for the Phase IA Business Park for future redevelopment under the NY State Brownfield Cleanup Program (BCP).

Tecumseh hereby authorizes Sucro, and its designated contractors and consultants, access to the above-listed property to perform any and all work necessary to complete their due diligence, secure the Certificate of Completion, and fulfill their obligations under the Brownfield Cleanup Agreement (BCA).

Please contact me if you have questions or require additional information.

Sincerely,
Tecumseh Redevelopment, Inc.



Keith A. Nagel
Vice President, Environmental Affairs & Real Estate

Real Property Information

Parcel Status	ACTIVE	City\Town	Lackawanna	Village	
S-B-L	141.11-1-48.12	Owner	TECUMSEH REDEVELOPMENT INC.	SWIS	140900
Property Location	2303 HAMBURG TPKE	Mailing Address	C/O TAX DEPARTMENT 8-229		
Property Class	714 LITE IND MANFTR	Line 2			
Assessment	220446	Line 3			
Taxable Desc	220446	Street	3210 WATLING ST		
Desc		City/State	EAST CHICAGO IN		
Deed Book		Zip	46312		
Frontage	0	Deed Page		Acres	12.07
Year Built		Depth	0		
Beds		Square Ft			
FirePlace		Baths			
		School	LACKAWANNA CITY DIST		

[Owner History](#) [Tax Payment History](#)

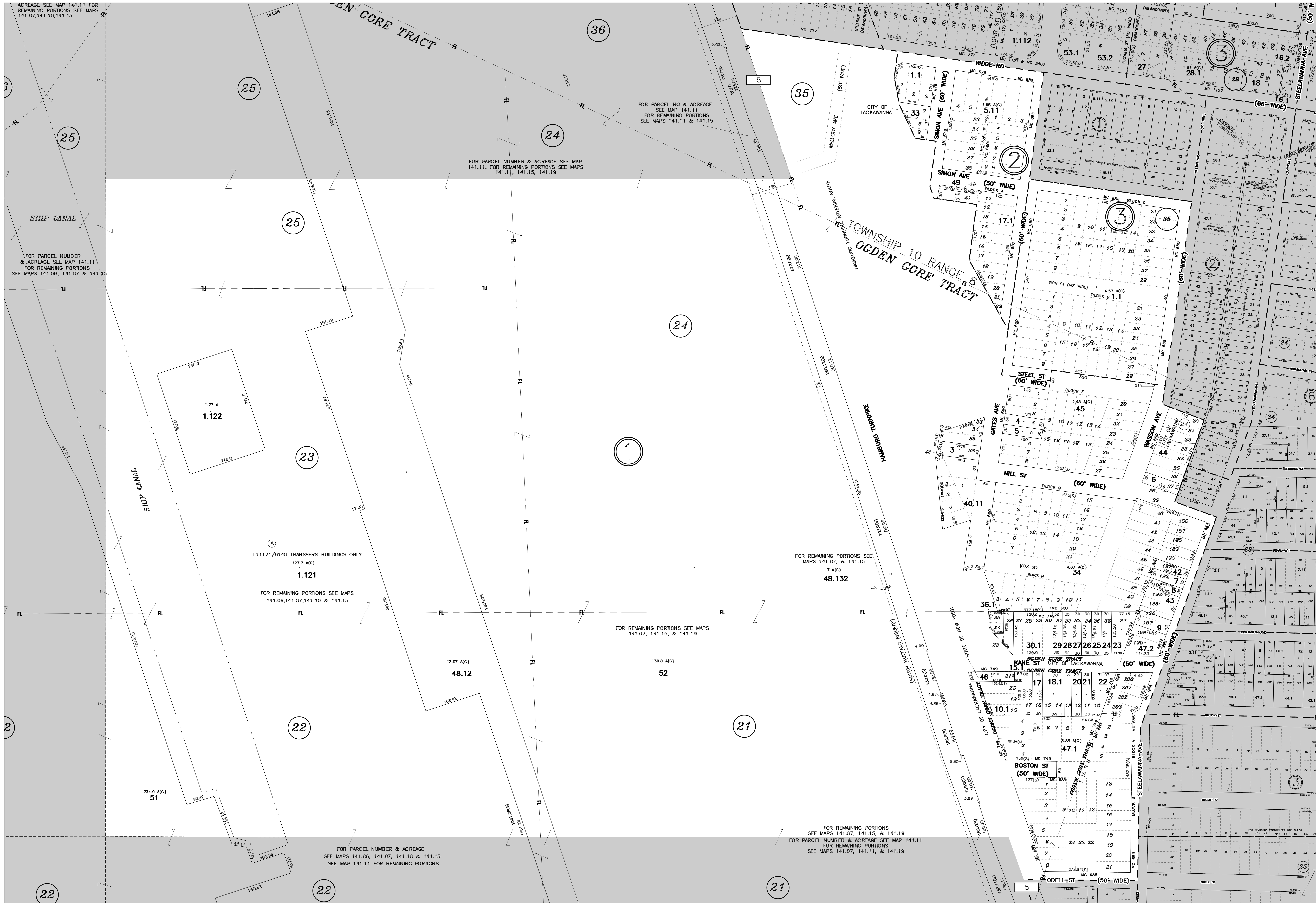
 [Click Here](#)

Owner Name {Last Name First} or

Property Address No./ Street

S-B-L

Search All



PREPARED BY
DIVISION OF REAL PROPERTY TAX SERVICES
 ERIE COUNTY, NEW YORK

NOTES
 THIS MAP WAS PREPARED FOR TAX PURPOSES ONLY AND IS NOT TO BE REPRODUCED OR USED FOR SURVEYING OR CONVEYANCING.
 MAP PREVIOUSLY CONVERTED TO AUTOCAD DIGITAL FORMAT BY ANALYTICAL SURVEYS INC. IN COOPERATION WITH WEILER MAPPING INC. (1999)

REVISION TABLE		
DATE	MADE BY	CHANGES OR ADDITIONS
7/23/2020	JCS	BLK. 1, 48.111 INTO 51 & 141.19-1.2
7/23/2020	JCS	BLK. 1, 48.13 INTO 48.131 & 48.132
7/23/2020	JCS	BLK. 1, 48.131 INTO 52 & 141.15-1.4
7/7/2019	LMO	BLK. 1, 48.111 INTO 48.111, 141.15-1.3
-	-	141.19-1.1, 150.07-1.2(MC3768)

SPECIAL DISTRICTS	
SCHOOL	LACKAWANNA CENTRAL SCHOOL DISTRICT
FIRE	LACKAWANNA FIRE DISTRICT
WATER	
DRAINAGE	
SEWER	

LEGEND	
PROPERTY LINE	--- (solid line)
ORIGINAL SUBLOT LINE	- - - (dashed line)
RAILROAD	==== (thick solid line)
STREAM OR DITCH	~~~~ (wavy line)
ROAD OR RAILROAD BNDY COUNTY LINE	- - - - - (long dashed line)
TOWN LINE	--- (dashed line)
VILLAGE LINE	- - - (dotted line)
GREAT LOT LINE	--- (solid line)
SCHOOL DISTRICT LINE	--- (dashed line)
WATER DISTRICT LINE	--- (dashed line)
SEWER DISTRICT LINE	--- (dashed line)
FIRE DISTRICT LINE	--- (dashed line)
DEVELOPER COMMON OWNER	--- (dashed line)
TAX MAP BLOCK NO.	--- (dashed line)
SCH	--- (dashed line)
W	--- (dashed line)
S	--- (dashed line)
FILED PLAN LOT NO.	--- (dashed line)
GREAT LOT NO.	--- (dashed line)

CALCULATED ACREAGE	
7.5 A(C)	141.06
17.5 A(C)	141.07
225 (S)	141.43
743.25(S)	141.10
173.33	141.15
173.33	141.59

SHEET INDEX	
141.06	141.07
141.10	141.43
141.14	141.15
141.59	

TAX MAP
CITY OF LACKAWANNA
 ERIE COUNTY, NEW YORK

141.11
 TOWNSHIP 10
 RANGE 08

GRAPHIC SCALE
 1" = 100'

MAP DATE: 11/09/2020



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

August 15, 2014

Mr. Benjamin Conlon
New York State Department of Environmental Conservation
Office of the General Counsel, 14th floor
625 Broadway
Albany, New York 12233-1010

Re: Tecumseh Redevelopment Inc. Business Park IA
2303 Hamburg Turnpike, Hamburg, New York
Recorded Environmental Easement Package for
Index No.: B9-0752-07-08; NYSDEC Site No. C915218

Dear Mr. Conlon:

With regard to the above-captioned matter, enclosed herewith please find the following:

1. Copy of the Environmental Easement recorded with the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5446.
2. Affidavit of Service by Mail of the Municipal Notice, together with copies of the cover letter and enclosures sent to the City of Lackawanna and County of Erie and certified mail return receipts as exhibits attached thereto.
3. Affidavit of Service by Mail to parties identified as having an interest in the property, as set forth in Schedule "B" of the Title Commitment, together with copies of the notice delivered to such parties and certified mail return receipts as exhibits attached thereto.

Please do not hesitate to contact me should you have any questions or require anything further.

Very truly yours,

Harter Secrest & Emery LLP

Michael L. Nisengard

DIRECT DIAL: 716.844.3715
E-MAIL: MNISENGARD@HSELAW.COM

MLN:lks
Enclosures

August 15, 2014
Page 2

cc: Tom Forbes (via email)
Patrick Foster, Esq. (via email)
Marc A. Romanowski, Esq. (via email)



County Clerk's Recording Page

Return to:
BOX 29

Party 1:
TECUMSEH REDEVELOPMENT INC

Party 2:
NEW YORK STATE DEPT OF
ENVIRONMENTAL CONSERVATION

Book Type: D Book: 11266 Page: 5446
Page Count: 9
Doc Type: EASEMENT/RTWY
Rec Date: 07/15/2014
Rec Time: 09:21:59 AM
Control #: 2014137590
UserID: Donna
Trans #: 14107868
Document Sequence Number
TT2013021926

Recording Fees:

Consideration Amount: 1.00

RECORDING	\$65.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
TP584	\$10.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

Total: \$95.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Christopher L. Jacobs
County Clerk

Box 27

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

THIS INDENTURE made this 26th 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 12.31 +/- 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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B9-0752-07-08, Grantor
[10/12]

137591

LKW
185-8

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 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;

[10/12]

(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:

[10/12]

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

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Site within the Controlled Property on or about which the violation pertains.

[10/12]

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 - ENVIR AFFAIRS Date: May 29, 2014
REAL ESTATE

Grantor's Acknowledgment

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

On the 29th day of May, in the year 20 14, before me, the undersigned, personally appeared Keith Nagel, 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
Susan E. Dick



SCHEDULE "A" PROPERTY DESCRIPTION

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 20, 21, 22, 23 and 25 of the Ogden Gore Tract and being designated as BCP Site No. C915218, described as follows:

Beginning at the southeast 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;

Thence along said lands so conveyed to Gateway Trade Center Inc., by deed aforesaid, the following 7 courses and distances:

1. N 18°-42'-31" W a distance of 1001.28 feet to a point;
2. S 71°-17'-29" W a distance of 168.48 feet to a point;
3. N 18°-42'-31" W a distance of 642.00 feet to a point;
4. N 71°-17'-37" E a distance of 17.30 feet to a point;
5. N 18°-42'-31" W a distance of 574.67 feet to a point;
6. N 71°-17'-29" E a distance of 151.18 feet to a point;
7. N 18°-42'-30" W a distance of 956.68 feet to a point;

Thence N 71°-00'-00" E, a distance of 143.37 feet to a point;

Thence S 18°-23'-42" E, a distance of 1051.55 feet to a point;

Thence S 09°-40'-30" W, a distance of 106.50 feet to a point;

Thence S 18°-22'-06" E, a distance of 2030.00 feet to a point;

Thence S 71°-11'-53" W, a distance of 86.73 feet to the point of beginning, containing 12.31 acres of land, more or less.

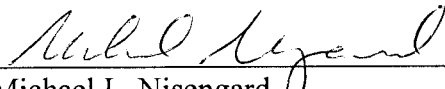
Excepting and reserving therefrom, those portions thereof lying within the north and south return water trenches.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.

AFFIDAVIT OF SERVICE BY MAIL

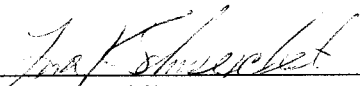
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

Michael L. Nisengard, being duly sworn, deposes and says: I am an attorney at the law firm of Harter Secrest & Emery LLP, Twelve Fountain Plaza, Suite 400, Buffalo, NY 14202. On the 18th day of July, 2014, I mailed by certified mail with return receipt requested, a copy of the attached Notice to the City of Lackawanna and County of Erie, such Notice enclosing a copy of the Environmental Easement, all as attached hereto as Exhibit "A" by depositing same enclosed in a postpaid properly addressed wrapper via Certified Mail, Return-Receipt Requested in a post office under the exclusive care and custody of the United States Postal Service within the State of New York. Attached hereto as Exhibit "B" are copies of the certified mail receipts.



Michael L. Nisengard

Sworn to before me on this
14th day of August 2014.



Notary Public

LISA K. SCHWEICKERT
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires June 7, 2018

EXHIBIT A



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

July 17, 2014

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC") by Tecumseh Redevelopment Inc. for a portion of the property located at 2303 Hamburg Turnpike, Hamburg, NY, and including DEC Site No: C915218 (the "Site"). This environmental easement has been filed in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5446.

The Site is being remediated under the oversight of the New York State Department of Environmental Conservation (the "DEC") under the Brownfield Cleanup Program. The Site was historically used for industrial operations. Remaining environmental contamination remediation at the Site will be managed under a DEC-approved Site Management Plan, which requires, among other items described below, the recording of an Environmental Easement restricting future use of the Site.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial uses. It also requires compliance with a Site Management Plan, a copy of which is on file with the DEC. The Site Management Plan, which is incorporated into the Environmental Easement, requires maintenance of engineered controls to isolate remaining contaminated soils, monitoring and maintenance of on-site wells, and notices to DEC in advance of certain listed activities. Any approved activity must be done in accordance with the Site Management Plan. DEC approval is also required prior to any groundwater use.

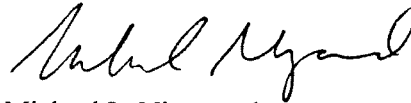
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

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 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 this DEC is available to the public at: <http://www.dec.ny.gov/cfmx/extapps/derfoil/index.cfm?pageid>. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,
Harter Secrest & Emery LLP



Michael L. Nisengard
Associate

DIRECT DIAL: (716) 844-3715
E-MAIL: MNISENGARD@HSELAW.COM

MLN:dmm

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

ERIE COUNTY
CLERK'S OFFICE

JUL 15 2014

FILED

THIS INDENTURE made this 26th day of June, 2014, between
her(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
"Gantee."), acting through their Commissioner of the Department of Environmental Conservation
"Commissioner", or "NYSDEC" or "Department" as the context requires) with its
quarters 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 12.31 +/- 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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the
terms and conditions of Brownfield Cleanup Agreement Index Number: B9-0752-07-08, Grantor

[10/12]

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 Erie County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the 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: C915218
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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

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

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

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

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or

counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

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

Grantor: Tecumseh Redevelopment Inc.

By: *Keith A. Nagel*

Print Name: Keith A. Nagel

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

Grantor's Acknowledgment

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

On the 29th day of May, in the year 2014, before me, the undersigned, personally appeared Keith Nagel, 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.

Joan E. Wick
Notary Public - State of ~~New York~~ *Ohio*

Commission expires: Nov. 6, 2017



SCHEDULE "A" PROPERTY DESCRIPTION

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 20, 21, 22, 23 and 25 of the Ogden Gore Tract and being designated as BCP Site No. C915218, described as follows:

Beginning at the southeast 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;

Thence along said lands so conveyed to Gateway Trade Center Inc., by deed aforesaid, the following 7 courses and distances:

1. N 18°-42'-31" W a distance of 1001.28 feet to a point;
2. S 71°-17'-29" W a distance of 168.48 feet to a point;
3. N 18°-42'-31" W a distance of 642.00 feet to a point;
4. N 71°-17'-37" E a distance of 17.30 feet to a point;
5. N 18°-42'-31" W a distance of 574.67 feet to a point;
6. N 71°-17'-29" E a distance of 151.18 feet to a point;
7. N 18°-42'-30" W a distance of 956.68 feet to a point;

Thence N 71°-00'-00" E, a distance of 143.37 feet to a point;

Thence S 18°-23'-42" E, a distance of 1051.55 feet to a point;

Thence S 09°-40'-30" W, a distance of 106.50 feet to a point;

Thence S 18°-22'-06" E, a distance of 2030.00 feet to a point;

Thence S 71°-11'-53" W, a distance of 86.73 feet to the point of beginning, containing 12.31 acres of land, more or less.

Excepting and reserving therefrom, those portions thereof lying within the north and south return water trenches.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.



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

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for name, address, city, state, ZIP code, and social security numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (check applicable box)

Form with checkboxes for property types (1-8) and a date of conveyance field (06/26/2014).

Condition of conveyance (check all that apply)

Form with multiple checkboxes (a-r) describing the condition of conveyance, including fee interest, acquisition of interest, etc.

Form for recording officer's use, including fields for amount received, date received, and transaction number.

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.


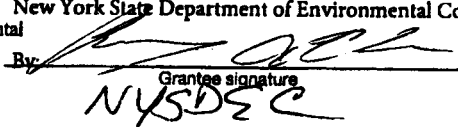
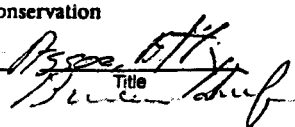
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

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. By: <u></u> Grantor signature	Vice President of Environmental Affairs and Real Estate Title	New York State Department of Environmental Conservation By: <u></u> Grantee signature NYSD&C	<u></u> Title
_____	_____	_____	_____
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 _____ Date to _____ Date (see instructions).
- 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

EXHIBIT B

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage \$ _____
Certified Fee _____
Return Receipt Fee (Endorsement Required) _____
Restricted Delivery Fee (Endorsement Required) _____

Postmark Here

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

See reverse for instructions

9276 6227 7000 0570 4702

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage \$ _____
Certified Fee _____
Return Receipt Fee (Endorsement Required) _____
Restricted Delivery Fee (Endorsement Required) _____

Postmark Here

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

See reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
E. Adams Addressee

B. Received by (Printed Name) *E. Adams* Date of Delivery *7-21*

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
R. Brown Addressee

B. Received by (Printed Name) Date of Delivery

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7014 0150 0001 1729 8969**

PS Form 3811 July 2012 Domestic Return Receipt

2. Article Number (Transfer from service label) **7014 0150 0001 1729 8976**

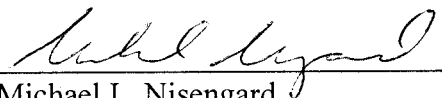
PS Form 3811 July 2013 Domestic Return Receipt

2. Article Number (Transfer from service label) **7014 0150 0001 1729 8976**

PS Form 3811 July 2013 Domestic Return Receipt

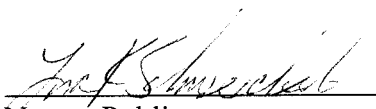
AFFIDAVIT OF SERVICE BY MAIL

Michael L. Nisengard, being duly sworn, deposes and says: I am an attorney at the law firm of Harter Secrest & Emery LLP, Twelve Fountain Plaza, Suite 400, Buffalo, NY 14202. I mailed a copy of the attached Notice of Environmental Easement, which is attached hereto as "Exhibit A", to the parties listed on "Exhibit B" attached hereto, by certified mail with return receipt requested, copies of said slips are attached hereto as "Exhibit C". All parties listed on Exhibit "B" were notified by depositing a copy of the Notice of Environmental Easement in a postpaid addressed wrapper, in an official post office depository under the exclusive care and custody of the United States Post Office Department within the State of New York. Those mailings occurred on the 18th day of July, 2014.



Michael L. Nisengard

Sworn to before me on this
14th day of August 2014.



Notary Public

LISA K. SCHWEICKERT
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires June 7, 2015

EXHIBIT A

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

2303 Hamburg Turnpike
Lackawanna, New York

Property Owner/Grantor: Tecumseh Redevelopment Inc.

The Tax Map Identification No.: 141.11-1-50

NYS Department of Environmental Conservation Site No.: C915218

The Environmental Easement for the above referenced property has been filed in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5446.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted Commercial and Industrial uses (residential, commercial or industrial).

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

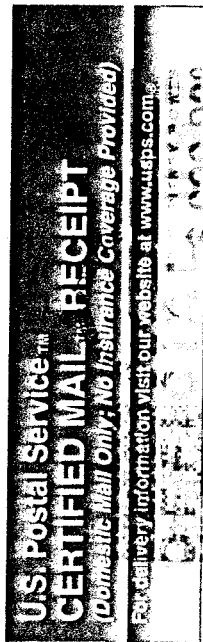
An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

EXHIBIT B

EASEMENT NOTICE ADDRESS LIST
 Tecumseh Redevelopment Inc.
 2303 Lackawanna Turnpike, Lackawanna, New York
 Site No.: C915218

BQ Energy, LLC 47 S Hamilton Street Poughkeepsie, NY 12601	http://www.bqenergy.com/
City of Lackawanna 714 Ridge Road Lackawanna, NY 14218	http://www.lackawannany.gov/departments/city-clerk/
County Executive, County of Erie Edward A. Rath County Office Building 95 Franklin Street, 16th Floor Buffalo, New York 14202	http://www2.erie.gov/exec/index.php?q=office-information-0
Erie County Clerk's Office 92 Franklin Street Buffalo, NY 14202	http://www2.erie.gov/clerk/
Erie Wind, LLC 179 Lincoln St. #500 Boston, MA 02111-2425	http://www.dos.ny.gov/corps/bus_entity_search.html
KB Business Park Redevelopment LLC 4 Centre Drive Orchard Park, NY 14127	http://www.dos.ny.gov/corps/bus_entity_search.html
National Fuel Gas Distribution Corporation c/o National Fuel Gas Co. 6363 Main Street Williamsville, NY 14221	http://www.natfuel.com/
Niagara Mohawk Power Corporation 300 Erie Boulevard West Syracuse, NY 13202	http://www.dos.ny.gov/corps/bus_entity_search.html
Verizon New York, Inc. 140 West Street 20 th Floor New York, NY 10007	http://www.dos.ny.gov/corps/bus_entity_search.html

EXHIBIT C



6028 6227 7001 0570 7102

Postage \$ 0.00
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)

Postmark Here

City of Lackawanna
714 Ridge Road
Lackawanna, NY 14218

LSK 1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Lackawanna
714 Ridge Road
Lackawanna, NY 14218

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Kim Cape

B. Received by (Printed Name)
C. Date of Delivery

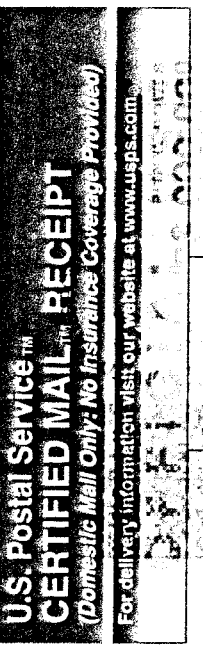
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7014 0150 0001 1729 8709

PS Form 3811 July 2013 Domestic Return Receipt



6698 6227 7001 0570 7102

Postage \$ 0.00
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)

Postmark Here

BQ Energy, LLC
47 S Hamilton Street
Poughkeepsie, NY 12601

LSK 1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BQ Energy, LLC
47 S Hamilton Street
Poughkeepsie, NY 12601

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Kim Doney

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7014 0150 0001 1729 8693

PS Form 3811 July 2013 Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com.

Postage \$ _____ Certified Fee _____
 Return Receipt Fee (Endorsement Required) _____
 Restricted Delivery Fee (Endorsement Required) _____
 Total _____

Postmark Here _____

To: Erie County Clerk's Office
 92 Franklin Street
 Buffalo, NY 14202

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com.

Postage \$ _____ Certified Fee _____
 Return Receipt Fee (Endorsement Required) _____
 Restricted Delivery Fee (Endorsement Required) _____
 Total _____

Postmark Here _____

To: County Executive, County of Erie
 Edward A. Rath County Office Building
 95 Franklin Street, 16th Floor
 Buffalo, New York 14202

9728 6229 7000 0570 7250 7702

0628 6229 7000 0570 7250 7702

LSK 1A

LSK 1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Erie County Clerk's Office
 92 Franklin Street
 Buffalo, NY 14202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 B. Received by (Printed Name) _____ C. Date of Delivery _____
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number (Transfer from service label) 7014 0150 0001 1729 8730
 PS Form 3811 July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 County Executive, County of Erie
 Edward A. Rath County Office Building
 95 Franklin Street, 16th Floor
 Buffalo, New York 14202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 B. Received by (Printed Name) _____ C. Date of Delivery _____
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number (Transfer from service label) 7014 0150 0001 1729 8736
 PS Form 3811 July 2013 Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

POSTAGE AND FEE PAID
7014 0150 0001 1729 8747

Postage \$ 0.00
Certified Fee \$ 0.00
Return Receipt Fee (Endorsement Required) \$ 0.00
Restricted Delivery Fee (Endorsement Required) \$ 0.00
Total \$ 0.00

Postmark Here

National Fuel Gas Distribution Corporation
c/o National Fuel Gas Co.
6363 Main Street
Williamsville, NY 14221

LSK1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

National Fuel Gas Distribution Corporation
c/o National Fuel Gas Co.
6363 Main Street
Williamsville, NY 14221

2. Article Number
(Transfer from service label)
7014 0150 0001 1729 8747

PS Form 3811 July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 B. Received by (Printed Name) Addressee
 C. Date of Delivery 7/21/13
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail®
 Registered
 Insured Mail
 Priority Mail Express™
 Return Receipt for Merchandise
 Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

POSTAGE AND FEE PAID
7014 0150 0001 1729 8723

Postage \$ 0.00
Certified Fee \$ 0.00
Return Receipt Fee (Endorsement Required) \$ 0.00
Restricted Delivery Fee (Endorsement Required) \$ 0.00
Total \$ 0.00

Postmark Here

KB Business Park Redevelopment LLC
4 Centre Drive
Orchard Park, NY 14127

LSK1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KB Business Park Redevelopment LLC
4 Centre Drive
Orchard Park, NY 14127

2. Article Number
(Transfer from service label)
7014 0150 0001 1729 8723

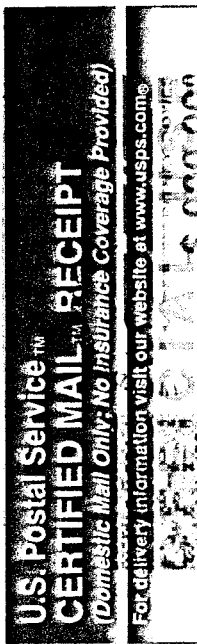
PS Form 3811 August 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 B. Received by (Printed Name) Addressee
 C. Date of Delivery 7-21-13
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail®
 Registered
 Insured Mail
 Priority Mail Express™
 Return Receipt for Merchandise
 Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No



Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Certified Fee

Total: 0570 7072

Sent 7
 Street or PO
 City, State, ZIP Code

Verizon New York, Inc.
 140 West Street
 20th Floor
 New York, NY 10007

LSK 1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Verizon New York, Inc.
 140 West Street
 20th Floor
 New York, NY 10007

COMPLETE THIS SECTION ON DELIVERY

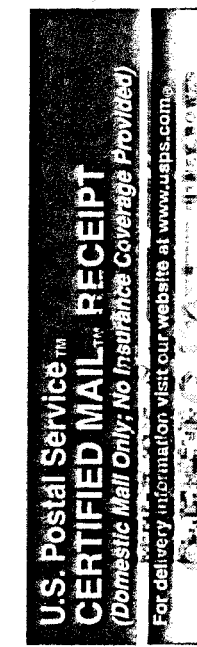
A. Signature Agent
 Addressed

B. Received by (Printed Name) APRITO C. Date of Delivery 7/18/14

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail[®] Priority Mail Express[™]
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No



Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Certified Fee

Total: 0570 7072

Sent 7
 Street or PO
 City, State, ZIP Code

Niagara Mohawk Power Corporation
 300 Erie Boulevard West
 Syracuse, NY 13202

LSK 1A

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Niagara Mohawk Power Corporation
 300 Erie Boulevard West
 Syracuse, NY 13202

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressed

B. Received by (Printed Name) BAUER C. Date of Delivery 7/18/14

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail[®] Priority Mail Express[™]
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No