

## ATTACHMENT 06

### LISTING OF CURRENT & PREVIOUS SITE OWNERS

## Attachment 06

### Listing of Current & Previous Site Owners 125 Main Street Site Brownfield Cleanup Program Application

#### INTRODUCTION

The subject property is currently one legal parcel (tax account # 111.17-7-1), which appears to have been formed in approximately 1960. Prior to 1960, there were several landowners that owned individual parcels that comprise the current subject parcel. A title search dated October 27, 2011 is provided in the electronic version of this application. Reasonable attempts were made to attain complete current and previous site owner contact information.

The following table lists the current and previous property owners:

Parcel Address	Date(s)	Relationship to Applicant
<b>125 Main Street</b>		
<b>Current Owner</b>		
Erie Canal Harbor Development Corporation 95 Perry Street, Suite 500 Buffalo, New York 14203	February 2008 – Present	None
<b>Previous Owners</b>		
New York State Urban Development Corporation D/B/A Empire State Development Corporation 633 Third Avenue New York, New York 10017	2007-2008	None
New York State Office of General Services 41 <sup>st</sup> floor, corning Tower Empire State Plaza Albany, NY 12242	1985-2007	None
The New York State Employees' Retirement System	1961-1985	None

## Attachment 06

### Listing of Current & Previous Site Owners 125 Main Street Site Brownfield Cleanup Program Application

The People of the State of New York	1960 – 1961	None
W.B.E.N., Inc. 2077 Elmwood Avenue Buffalo 16, NY	At least 1960	None
City of Buffalo	At least 1960	None
New York Central Railroad Company 466 Lexington Avenue New York 17, NY	At least 1960	None
The People of the State of New York	1954	None
Lehigh Valley Railroad Company 425 Brighton Street Bethlehem, PA	At least 1912 -- 1954	None
Pioneer Real Estate Company (no address given)	1912	None
City of Buffalo	At least 1912	None

# STEWART TITLE INSURANCE COMPANY

130 PEARL STREET  
BUFFALO, NEW YORK 14202  
Phone (716) 852-0737 Fax (716) 852-9847

## GUARANTEED TAX SEARCH

ABSTRACT NO. 614579

ORDER NO. 614579

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

### INFORMATION PURPOSES ONLY

ASSESSED TO:	ERIE CANAL HARBOR DEVELOPMENT CORPORATION
TAX ACCOUNT NO:	111.17-7-1
STREET ADDRESS:	125 MAIN
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	NORTH COR SCOTT
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	652
ROLL YEAR	2011
TOTAL ASSESSED VALUE :	\$ 4,963,600.00
TAXABLE ASSESSED VALUE :	\$ 0.00
LOT SIZE:	460.24 X 0

### DESCRIPTION OF TAX OR ASSESSMENT :

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE .

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION .

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

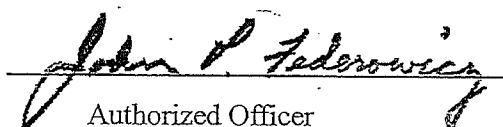
THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY

Dated: October 27, 2011

By

  
Authorized Officer



## 1. Subject Premises Description

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Inner Lots Nos. 1, 2 and 215 and part of Outer Lot No. 83, bounded and described as follows:

BEGINNING at a "x" set in the easterly line of Main Street where the same is intersected by the northerly line of Scott Street; thence N.  $13^{\circ} 40' 15''$  E. along the said easterly line of Main Street 484.43 feet to a mag. nail set in walk at the northwest corner of lands transferred by the New York State Thruway Authority for a State Office Building Site by Map No. 4T, Parcel No. 4; thence along the northerly bounds of said Parcel No. 4 the following 3 courses and distances:

1. S.  $65^{\circ} 25' 29''$  E., 65.70 feet to an iron pipe with cap set;
2. S.  $73^{\circ} 16' 45''$  E., 68.40 feet to an iron pipe with cap set; and
3. S.  $78^{\circ} 19' 25''$  E., 66.76 feet to a point at the westerly line of Washington Street, said point being 0.07 feet east of an iron pipe with a cap set;

thence S.  $13^{\circ} 40' 13''$  W. along the westerly line of Washington Street 470.68 feet to a mag. nail set at the intersection of the westerly line of Washington Street with the northerly line of Scott Street; thence N.  $76^{\circ} 19' 47''$  W. along said line of Scott Street 199.54 feet to the point or place of beginning, containing 2.165 acres of land, more or less.

## 2. QUIT CLAIM DEED

CITY OF BUFFALO  
TO  
PIONEER REAL ESTATE COMPANY  
(No search against parties hereto)  
(Shown for reference only)

---

*Instrument Date:* March 4, 1912  
*Acknowledged Date:* March 4, 1912  
*Record Date:* March 4, 1912  
*Instrument Location:* Liber 1199 of Deeds; Page 246

See copy of this instrument at next page.

REST OF PAGE BLANK.

DEED

Liber  
(1199)

Page 246

deponent his wife and widow surviving him.  
 Suborn to before me this  
 6<sup>th</sup> day of January, 1912

Katharine Kagen.  
 Jno. J. Finck  
 Notary Public, Erie Co., N.Y.

Recorded and Examined,  
 Feb. 29 1912 at 12<sup>21</sup> P.M.

George H. H. Clerk.

## Deed.

This Indenture made the 4<sup>th</sup> day of March, in the year one thousand nine hundred and twelve, between the City of Buffalo, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, of Buffalo, N.Y., of the first part, and the Pioneer Real Estate Company, a corporation organized and existing under and by virtue of the Laws of the State of New York, of Buffalo, N.Y. of the second part,

Witnesseth, that the said party of the first part, for and in consideration of five hundred thousand dollars (\$500,000.00) lawful money of the United States, paid by the said party of the second part, does hereby grant, convey, remise, release and forever quitclaim unto the said party of the second part, its successors and assigns forever, the Hamburg Canal Strip so-called, lying between Scott street and Exchange Street in said City, and extending from the easterly line of Main Street to the easterly extremity of said Strip, excepting the land occupied by the City Disposal Plant at the easterly extremity of that Strip, which Hamburg Canal Strip is more particularly described as follows:

All that Tract or Parcel of Land, situate in the City of Buffalo, County of Erie and State of New York, being the parts of outer lots seventy-nine (79), eighty (80) eighty-one (81) eighty-two (82), eighty-three (83) eighty-seven (87), eighty-eight (88) eighty-nine (89) ninety (90), ninety-one (91) ninety-two (92) ninety-three (93) and inner lot two hundred and fifteen (215) of the Holland Land Company's subdivision of the Village of Buffalo known as the Hamburg Canal Strip, and more particularly described as follows:-

Beginning at a point in the easterly line of Main Street, five hundred thirteen and 5/10 (513.5) feet south of the intersection of the easterly line of Main Street with the southerly line of Exchange Street, running thence northeast about two hundred twenty and 57/100 (220.57) feet to a point in the west line of Washington Street four hundred and twenty (420) feet south of the south line of Exchange Street, thence southerly along said west line of Washington Street one hundred and one (101) feet; thence southwesterly about one hundred ninety-two and 6/10 (192.6) feet to a line drawn at right angles to Main Street and five hundred ninety-two and 3/10

DEED

Liber  
(1199)

Page 247

(592.3) feet south of the south line of Exchange Street; thence along the last mentioned line about twenty-one (21) feet to the east line of Main Street, thence north along the said east line of Main Street seventy eight and 8-10 (78.8) feet to the point of beginning.

Also a strip of land one hundred and thirty (130) feet wide between the east line of Washington Street and the west line of Hamburg Street prolonged, described as follows:

Beginning at a point in the easterly line of Washington Street at a distance of three hundred fifty six and  $\frac{25}{100}$  (356.25) feet south of the intersection of said east line with the southerly line of Exchange Street; running thence easterly along the northerly line of said strip one thousand four hundred and three and  $\frac{36}{100}$  (1403.36) feet to a point in the west line of Michigan Street, three hundred fifty eight and  $\frac{15}{100}$  (358.15) feet south of the south line of Exchange Street; thence easterly sixty-six (66) feet and parallel with Exchange Street; thence easterly nine hundred sixty nine and  $\frac{45}{100}$  (969.45) feet to a point in the west line of Chicago Street three hundred fifty six and  $\frac{45}{100}$  (356.45) feet south of Exchange Street; thence easterly and parallel with Exchange Street sixty-six (66) feet; thence easterly eight hundred ninety two and  $\frac{7}{10}$  (892.7) feet to a point in the westerly line of Louisiana Street three hundred fifty-five and  $\frac{79}{100}$  (355.79) feet south of the south line of Exchange Street; thence easterly and parallel with Exchange Street sixty-six (66) feet; thence easterly one thousand six hundred and twenty seven and  $\frac{98}{100}$  (1,627.98) feet to the west line of Hamburg Street to a point three hundred fifty three and  $\frac{85}{100}$  (353.85) feet south of the south line of Exchange Street, thence southerly along said west line of Hamburg Street, one hundred and thirty (130) feet to the south line of the Hamburg Canal; thence westerly parallel with the above described northerly line and one hundred and thirty (130) feet distant therefrom at right angles to the easterly line of Washington Street; thence north along said easterly line of Washington Street one hundred and thirty (130) feet to the point of beginning.

Excepting and reserving from the above described premises Michigan Street, Chicago Street and Louisiana Street, each sixty-six (66) feet wide, between the north and south lines of said strip, together with the grade crossing structures thereon; provided, however, that the grantee herein and the Lehigh Valley Railway Company, their respective successors or assigns, shall have the full right, which is hereby granted to use the land under the viaducts across said Hamburg Canal Strip in Michigan, Chicago and Louisiana Streets for any lawful railroad transportation purposes, including the construction, operation and maintenance of railroad tracks.

Also excepting and reserving from said premises all that certain piece or parcel of land hereinbefore mentioned situated

(HAMBURG DRAIN CANAL STRIP)

the easterly extremity of said Hamburg Canal Strip and being all that part of said Hamburg Canal Strip which lies east of the west line of Alabama Street.

This conveyance of the Hamburg Canal Strip is expressly subject, however, to whatever right the New York Central and Hudson River Railroad Company has or may have to maintain and operate two railroad tracks at grade across said Hamburg Canal Strip, and subject also to whatever right the Lake Shore and Michigan Southern Railway Company has or may have in connection with the two approaches across strip on either side of the Louisiana Street viaduct; and subject further to the encroachments of the Howard estate upon said Hamburg Canal Strip mentioned in Article fifty five of the decision of the trial court in the case of Edward B. Pryor, et al., individually and as trustee, against City of Buffalo, impleaded with others, signed December 7, 1908.

Also that portion of the Ohio Basin Slip, so-called, more particularly bounded and described as follows:

All that piece or parcel of land constituting a part of the Ohio Basin Slip, so-called, described as follows, to wit:

Beginning at the intersection of the southerly line of the Hamburg Canal Strip, so-called and the easterly line of the Ohio Basin Slip, so-called; thence extending southerly along said easterly line of the Ohio Basin Slip to the intersection of said easterly line of the Ohio Basin Slip with the southerly line of the property of the Lehigh Valley Railway Company thence westerly continuing said southerly line of the Lehigh Valley Railway Company's property in the same direction to the westerly line of said Ohio Basin Slip; thence northerly along the said westerly line of the said Ohio Basin Slip to the southerly line of the Hamburg Canal Strip, so-called; thence easterly along the southerly line of said Hamburg Canal Strip, to the place of beginning.

Also all that certain piece or parcel of land, situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot number ninety-three (93) bounded and described as follows, to wit:

Commencing at the point of intersection of the southerly line of the Main and Hamburg Canal Strip so-called with the easterly line of East Market Street, thence southerly along the said easterly line of East Market Street to a point distant one hundred nine (109) feet northerly from the northerly line of Scott Street, measured along said easterly line of East Market Street; thence westerly and along a line parallel to the northerly line of Scott Street one hundred fifty (150) feet, more or less to the westerly line of West Market Street; thence northerly along the westerly line of West Market Street to the southerly line of the Main and Hamburg Canal Strip, so-called; thence easterly along said southerly line of the Main and Hamburg Canal Strip, so-called, about one hundred

DEED

Liber  
(1199) Page 249

fifty (50) feet to the place of beginning.

Also all that certain piece or parcel of land situate in the City of Buffalo, County of Erie and State of New York, bounded and described as follows:-

Beginning at the intersection of the easterly line of said Alabama Street with the southerly line of the Hamburg Canal Strip, so-called; extending thence southerly along said easterly line of Alabama Street, to the northerly line of Scott Street; thence easterly along said northerly line of Scott Street, to a point thirty (30) feet west of the east line of the lands of The Lehigh Valley Rail Way Company; thence south at right angles to Scott Street to the center line of Scott Street, thence south easterly to the southerly line of Scott Street, to a point on the extension southerly of said east line of the property of The Lehigh Valley Rail Way Company; thence westerly along the southerly line of Scott Street to the easterly line of Alabama Street; thence southerly along the easterly line of Alabama Street, to a point in said line which would be intersected by an extension in an easterly direction of the northerly line of Otto Street; thence westerly at right angles about sixty-six (66) feet to the intersection of the northerly line of Otto Street and the westerly line of Alabama Street; thence northerly along said westerly line of Alabama Street, to the southerly line of the Hamburg Canal Strip, so-called; thence easterly along the southerly line of the Hamburg Canal Strip about sixty-six (66) feet to the place of beginning.

It is also understood and agreed that the City hereby reserves the right to enter upon any of the lands hereinbefore described for the purpose of repairing, cleaning or maintaining or reconstructing any sewers, drains or water pipes or mains or any other public property now existing in any part of said lands, or for the purpose of constructing any lateral connections with said main sewer or drain in said Hamburg Canal drain.

It is agreed that the City may use those portions of the Hamburg Canal Strip under the viaducts at Michigan, Chicago and Louisiana Streets and beneath the surface thereof as filed and used by the grantee herein and The Lehigh Valley Rail Way Company their respective successors or assigns for any City use which will not interfere with the use of said lands by the grantee herein, and The Lehigh Valley Rail Way Company, their respective successors or assigns, for railroad transportation purposes and the necessary clearance therefor.

The City hereby grants and confers upon the grantee and The Lehigh Valley Rail Way Company, their respective successors and assigns, full authority to elevate, change and modify the existing viaducts over Michigan, Chicago and Louisiana Streets and their southern approaches sufficiently to afford proper clearance for railroad purposes, and to extend, change and modify the approaches thereto, and to divert the course

DEED

and direction of Michigan Street and construct a new ramp approach to the southerly end of the Michigan Street viaduct all as more fully described and as shown upon the plans attached to and made a part of a contract made between the City of Buffalo, and The Lehigh Valley Railroad Company dated February 5, 1912, and recorded in Erie County Clerk's Office in Liber 1239 of Deeds at page 252.

This deed is executed and delivered by the City of Buffalo in pursuance of the provisions of said contract. The Lehigh Valley Railroad Company having designated the grantee as its nominee pursuant to said contract. → see deed 1199-259

Together with the appurtenances; and all the estate and rights of the said party of the first part in and to said premises, except as hereinbefore reserved and excepted.

To Have and to Hold the above described premises unto the said party of the second part, its successors and assigns forever, except as hereinbefore reserved and excepted.

And the said The City of Buffalo, party of the first part does hereby covenant with the said party of the second part that the said party of the first part has not done or suffered anything whereby the above described premises have been encumbered in any way whatever.

And the said The City of Buffalo, party of the first part, covenants with the Pioneer Real Estate Company, party of the second part, that it, The City of Buffalo, will forever warrant the title to the above described premises as against any taxes or assessments levied or assessed against said premises, or which may have become a lien against said premises prior to the date of this instrument, and also any and all judgments recovered in any court against the said The City of Buffalo, party of the first part.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its Mayor thereunto duly authorized, the day and year first above written.

(L. S.) City of Buffalo,  
By Louis P. Fuhrmann,  
Its Mayor.

State of New York }  
County of Erie

On the 4th day of March in the year 1912, before me personally came Louis P. Fuhrmann, to me known, who being by me duly sworn did depose and say, that he resided in Buffalo, New York; that he is the Mayor of the City of Buffalo, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said corporation and that he signed his name thereto by like order.

Ernest W. McIntyre  
Notary Public in and for Erie  
County, New York.

Recorded and Examined  
Mar. 4 1912 5:10 P.M.  
Clery

### 3. QUIT CLAIM DEED

LEHIGH VALLEY RAILROAD COMPANY  
TO  
THE PEOPLE OF THE STATE OF NEW YORK  
(No search against grantor)

---

*Instrument Date:* September 30, 1954

*Acknowledged Date:* September 30, 1954

*Record Date:* October 5, 1954

*Instrument Location:* Liber 5616 of Deeds; Page 257

See copy of this instrument at next page.

REST OF PAGE BLANK.



## D E E D

LIBER 5616 PAGE 257

THIS INDENTURE, made the *30th* day of *September*, Nineteen hundred and fifty-four (1954),  
Between the LEHIGH VALLEY RAILROAD COMPANY, a corporation  
of the State of Pennsylvania, having its residence (prin-  
cipal office) at No. 425 Brighton Street, in the City of  
Bethlehem, County of Northampton and State of Pennsylvania,  
party of the first part, and THE PEOPLE OF THE STATE OF  
NEW YORK, party of the second part;

## W I T N E S S E T H:

THAT the party of the first part, in consideration  
of the sum of Six Million Nine Hundred and Fifty Thousand  
Dollars (\$6,950,000.00), lawful money of the United States,  
paid by the party of the second part, does hereby grant and  
release unto the party of the second part, its successors and  
assigns forever, ALL those certain pieces or parcels of land  
situate in the City of Buffalo, County of Erie and State of  
New York, bounded and described as follows:

PARCEL NO. 1:

LIBER 5616 PAGE 258

BEGINNING at the point of intersection of the easterly line of Main Street with the southerly line of Quay Street; thence (1) Northeasterly along the southerly line of Quay Street, two hundred twenty-seven and seventy-three hundredths (227.73) feet, more or less, to the westerly line of Washington Street; thence (2) Southerly, along the westerly line of Washington Street, two hundred sixty-one and forty-three hundredths (261.43) feet, more or less, to the northerly line of Scott Street as dedicated under the terms of the agreement between the Terminal Station Commission of the City of Buffalo, the City of Buffalo and The Lehigh Valley Rail Way Company, dated January 15, 1915 and recorded in Erie County Clerk's Office in Book 706 of deeds at Page 21; thence (3) westerly, along the said northerly line of Scott Street, one hundred ninety-nine and fifty-four hundredths (199.54) feet, more or less, to the easterly line of Main Street; thence (4) Northerly, along the easterly line of Main Street, one hundred fifty-one and ninety hundredths (151.90) feet, more or less, to the place of beginning.

Being the same premises described as the first parcel in deed from Pioneer Real Estate Company and The Lehigh Valley Rail Way Company to Lehigh-Buffalo Terminal Railway Corporation dated February 1, 1916 and recorded in Erie County Clerk's Office in Book 1360 of deeds at Page 94.

PARCEL NO. 2:

BEGINNING at the point of intersection of the easterly line of Washington Street with the southerly line of Scott Street; thence (1) Easterly, along the southerly line of Scott Street, seven hundred four and four hundredths (704.04) feet, more or less, to the westerly line of Mississippi Street; thence (2) Southerly, along the westerly line of Mississippi Street, two hundred ninety-two and thirty-four hundredths (292.34) feet, more or less, to a point distant one hundred thirty-nine and forty-two hundredths (139.42) feet northerly, measured along said westerly line of Mississippi Street from the northerly line of Perry Street; thence (3) Westerly, parallel to the southerly line of Scott Street, two hundred forty (240.00) feet, more or less, to the center line of Illinois Street; thence (4) Southwest-erly, thirty-five and thirty-six hundredths (35.36) feet, more or less, to a point in the westerly line of Illinois Street, distant one hundred fourteen and forty-two hundredths (114.42) feet, northerly, measured along said westerly line of Illinois Street from its intersection with the northerly line of Perry Street; thence (5) Southerly, along the westerly line of Illinois Street, one hundred fourteen and forty-two hundredths (114.42) feet to the northerly line of Perry Street; thence (6) Westerly, along the northerly line of Perry Street, four hundred thirty-nine and four hundredths (439.04) feet, more or less, to the easterly line of Washington Street; thence (7) Northerly, along the easterly line of Washington Street, four hundred thirty-one and seventy-eight hundredths (431.78) feet, more or less, to the place of beginning.

Being the same premises described as the third parcel in a deed from Pioneer Real Estate Company and The Lehigh Valley Rail Way Company to Lehigh-Buffalo Terminal Railway Corporation dated February 1, 1916 and recorded in Erie County Clerk's Office in Book 1360 of deeds at Page 94.

PAGES 259 TO 285 DESCRIBE  
ADDITIONAL PROPERTY NOT COVERED  
BY THIS SEARCH



-30-

LIBER 5616 PAGE 286

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any land lying in the bed of any street, road or avenue adjoining the premises hereinabove described.

TOGETHER ALSO with all buildings and improvements situate upon the premises hereinabove described, excepting and reserving therefrom, however, to the party of the first part the following: (a) all ties, rails and fastenings, signals and interlocking facilities, telegraph and telephone lines, gantry crane and track scale located in the Scott Street freight yard, and diesel fueling facilities at Louisiana Street; (b) buildings and improvements owned by tenants which they remove; and (c) such fixtures, furniture, tools, equipment and other articles of personal property as the party of the first part may desire to retain. All such property hereinabove excepted shall be removed not later than forty-five (45) days from the discontinuance by the party of the first part of its operations as hereinafter mentioned. Should the party of the first part fail to remove said property lawfully belonging to it within the time herein prescribed, except for delays due to circumstances beyond its control, the party of the second part may take and remove the same.

TOGETHER ALSO, with all right, title and interest of the party of the first part in and to all bridges by which its railroad crosses city streets and lands and tracks of other railroads between Main Street and Diggins Street, the permits and rights pertaining to the same being assigned to the party of the second part by the party of the first part, insofar as it has the right so to do, by separate instrument being delivered simultaneously herewith; the party of the second part agreeing to perform all obligations which the party of the first part assumed in connection with the grant of such rights.

This conveyance is made subject to:

- 1- Conditions, easements, reservations and agreements of record affecting the premises hereinabove described;
- 2- Any state of facts which an accurate survey would show;
- 3- Outstanding rights of City of Buffalo and outstanding obligations of the party of the first part arising out of agreement between Terminal Station Commission of the City of Buffalo, City of Buffalo and The Lehigh Valley Rail Way Company dated January 15, 1915, recorded in Deed Book 706, page 21, Erie County;

LIBER 5616 PAGE 287

4- Outstanding rights of New York Central Railroad and outstanding obligations of the party of the first part arising out of agreement between Lehigh Valley Railroad Company, The Lehigh Valley Rail Way Company, Pioneer Real Estate Company, The New York Central and Hudson River Railroad Company and the Lake Shore & Michigan Southern Railway Company dated August 22, 1912;

5- Outstanding rights of City of Buffalo and outstanding obligations of the party of the first part arising out of agreement between City of Buffalo and The Lehigh Valley Rail Way Company dated February 5, 1912, recorded in Deed Book 1239, page 252, Erie County;

6- Obligations to City of Buffalo arising out of grant of authority to construct bridges over Hamburg, Red Jacket, Larkin, Van Rensselaer, Smith, Selkirk, Peabody, Walter, Maurice, Orlando, Babcock, Dole, Seneca Streets, Bailey Avenue and Clinton Street;

7- Outstanding rights of City of Buffalo and other parties and outstanding obligations of the party of the first part arising out of agreement between Grade Crossing Commissioners of the City of Buffalo, Western New York & Pennsylvania Railway Company, Pennsylvania Railroad Company, Lehigh Valley Railroad Company, The Lehigh Valley Rail Way Company, Delaware, Lackawanna & Western Railroad Company and New York, Lackawanna & Western Railway Company dated February 17, 1915;

8- Outstanding rights of Western New York & Pennsylvania Railway Company and Pennsylvania Railroad Company and outstanding obligations of the party of the first part arising out of agreement between Western New York & Pennsylvania Railway Company, Pennsylvania Railroad Company, The Lehigh Valley Rail Way Company and Lehigh Valley Railroad Company dated May 27, 1914 and supplement thereto dated July 6, 1925.

As part of the consideration for this conveyance the party of the first part shall have the right to continue to occupy and operate its railroad over the premises hereinabove described without charge until March 15, 1955, on which date possession of said premises shall be delivered to the party of the second part and/or New York State Thruway Authority subject to the right of the party of the first part to remove the tracks and other property hereinabove excepted and reserved to it. While the party of the first part continues to occupy and operate its railroad over said premises and until it has completed the removal of its tracks and other property so excepted and reserved, the party of the first part shall be solely responsible and answerable for any and all accidents and injuries



-32-

LEHIGH VALLEY RAILROAD COMPANY  
5616-1067-288

to persons or property (including death) by reason of the maintenance and operation of said railroad facilities, or while in the course of the removal of the same. The party of the first part shall indemnify and save harmless the New York State Thruway Authority, the Superintendent of Public Works and The People of the State of New York from all claims, suits, actions, damages and costs of every nature and description, arising out of or related to the use and occupation of said premises by the party of the first part and shall assume the defense and defend at its own cost and expense any action brought at any time against the New York State Thruway Authority, the Superintendent of Public Works or The People of the State of New York in connection with any such claims, suits and/or losses as aforesaid.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns, forever, excepting and reserving and under and subject as aforesaid.

AND the said party of the first part covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officers the day and year first above written.

LEHIGH VALLEY RAILROAD COMPANY
APPROVED:
By: <i>B. J. V.</i>
Designation: <i>President</i>
Terms & Conditions: <i>As above</i>

LEHIGH VALLEY RAILROAD COMPANY  
By: *[Signature]*

Attest: *[Signature]*

President

Secretary



## CORPORATION ACKNOWLEDGMENT

NEW YORK

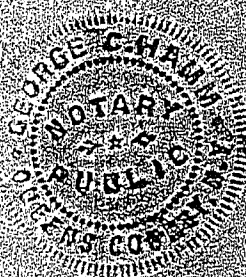
LIBER 5616 PAGE 289

STATE OF New York

COUNTY OF New York

ss.

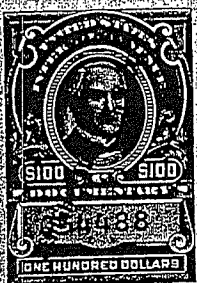
On the 30<sup>th</sup> day of September in the year 1954  
 before me personally came C. A. Major to me known, who  
 being by me duly sworn, did depose and say that he resides in the Borough of Sayre,  
 and State of Pennsylvania; that he is the President of the  
Lehigh Valley Railroad Company the Corporation described in and which  
 executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instru-  
 ment is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and  
 that he signed his name thereto by like order.



*George C. Hamm*

GEORGE C. HAMM  
 NOTARY PUBLIC, State of New York  
 No. 41-6749300  
 Qualified in Queens County  
 Term Expires March 30, 1956

Approved as to form and manner of execution.



NATHANIEL L. GOLDSTEIN  
 Attorney General

By *Warren H. Gilman*  
 Warren H. Gilman  
 Asst. Attorney General



MAIL \*  
IMMEDIATE

Deed  
Lehigh Valley Railroad Co

To 64  
People of the State  
of  
New York

Nathaniel L. Beldsten  
attorney General

\* Return to  
New York State Dept of Law  
Albany N.Y.

FILED  
1934 OCT 5 AM 10 57  
ERIE COUNTY  
CLERKS OFFICE

STATE OF NEW YORK  
ERIE COUNTY CLERKS OFFICE  
Recorded in Liber 5616 Page 290  
of Deed of  
on the 5 day of  
A.D. 1934 at 10:37 o'clock A.M.  
and examined

Edward A. Rade  
Clerk

1-2625-6 No fee

#### 4. NOTICE OF APPROPRIATION

IN THE MATTER OF APPROPRIATION OF LANDS  
FOR THRUWAY PURPOSES  
PROJECT: N.Y.S. THRUWAY, NIAGARA SECTION, N-4  
MAP NO. 203R-1, PARCEL NO. 203  
THE NEW YORK CENTRAL RAILROAD COMPANY  
(REPUTED OWNER)  
BY  
THE PEOPLE OF THE STATE OF NEW YORK

---

*Instrument Date:* September 26, 1960

*Record Date:* September 26, 1960

*Instrument Location:* Liber 6610 of Deeds; Page 22

See copy of this instrument at next page.

REST OF PAGE BLANK.



LIBER 63.12  
Form: Rev. 11-21 (Section 4)

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
BUREAU OF RIGHTS OF WAY AND CLAIMS

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:

NEW YORK STATE THRUWAY  
THE NIAGARA SECTION  
COUNTY ERIE, SUBDIVISION NO. N-4  
CITY OF BUFFALO

DESCRIPTIONS AND MAPS  
MAP NOS. PARCEL NOS.

203R-1

203

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: CONSTANTINE HERMAN, JOHN F. BURKE, MARY ANN HEFFNER, WILLIAM H. LOVE and BARBARA HERMAN, if they be living, and if they be dead, their heirs-at-law, next of kin, distributees, devisees, grantees, mortgagees, lienors, creditors, assignees or successors in interest and any or all persons or corporations having or claiming any right, title or interest in the premises described in the appropriation map herein by, through, from or under them or any of them, their respective husbands, wives, widows or widowers, all of whose names and whereabouts are unknown.

TAKE NOTICE that on the 12 day of September, 1960, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 26 day of SEPTEMBER, 1960, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

SUPERINTENDENT OF PUBLIC WORKS  
OF THE STATE OF NEW YORK

Dated: SEP 26 1960

By:   
Director, Bureau of Rights of Way and Claims

P. G. Baldwin

Form 204 61-01 (Section 4)

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
BUREAU OF RIGHTS OF WAY AND CLAIMS

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:

NEW YORK STATE THRUWAY  
THE NIAGARA SECTION  
COUNTY ERIE, SUBDIVISION NO. N-4  
CITY OF BUFFALO

DESCRIPTIONS AND MAPS  
MAP NOS. PARCEL NOS.

203R-1 203

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: THE NEW YORK CENTRAL RAILROAD COMPANY, 466 Lexington Ave.  
New York 17, N.Y.  
THE HANOVER BANK  
BANKERS TRUST COMPANY, TRUSTEE  
GUARANTY TRUST COMPANY, TRUSTEE  
NEW YORK STATE REALTY AND TERMINAL COMPANY  
WHITMIR & FERRIS SIGN CO.

TAKE NOTICE that on the 12 day of September, 1960, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 26 day of SEPTEMBER, 1960, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

SUPERINTENDENT OF PUBLIC WORKS  
OF THE STATE OF NEW YORK

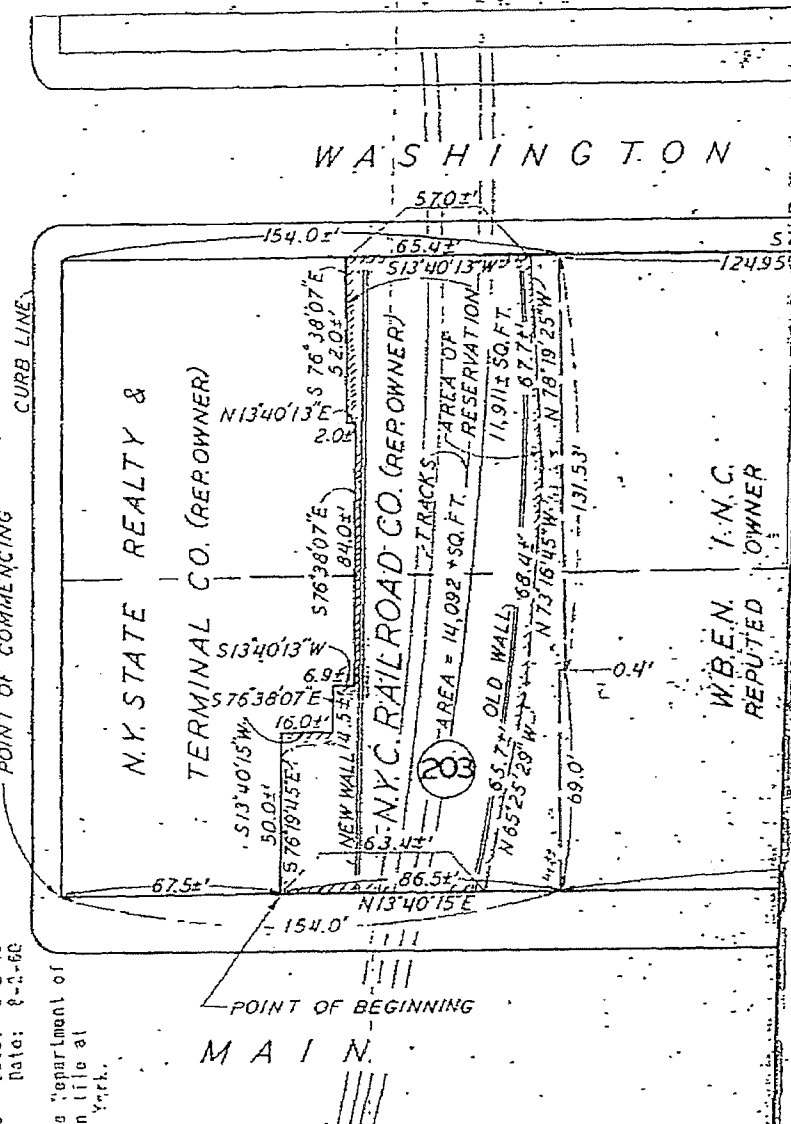
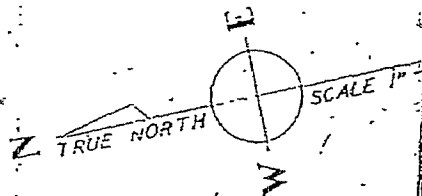
Dated: SEP 26 1960



By: Director, Bureau of Rights of Way and Claims  
P. G. Baldwin

Computed by:	G. L. Waters	Date:	7-20-60
Checked by:	J. G. Hooney	Date:	7-21-60
Described by:	G. L. Waters	Date:	7-22-60
Checked by:	J. G. Hooney	Date:	7-25-60
Entered by:	G. McPherson	Date:	7-27-60
Checked by:	G. Holteas	Date:	7-28-60
Typed by:	D. H. Reynolds	Date:	8-2-60
Checked by:		Date:	8-2-60

Prepared by the "New York State" Department of Public Works. Survey notes on file at Essex Court Street, Buffalo, New York.



STREET

CURB LINE  
STREET LINE

INNER LOT NO. 1  
INNER LOT NO. 2

QUAY

234.10'

STREET

CURB LINE

STREET LINE

40 FT.

0' 25' 50' 100'  
SCALE

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
NEW YORK STATE THRUWAY  
THE NIAGARA SECTION  
COUNTY OF ERIE  
SUBDIVISION N-4

LIBER 6610 PAGE 26

Map No. 203p-1  
Parcel No. 203

Fee  
Total Area 14,002.50 sq. ft.

NEW YORK CENTRAL RAILROAD COMPANY  
(Reputed Owner)

This Map No. 203p-1, Parcel No. 203, supersedes Map No. 203, Parcel No. 203, certified copy of which was  
filed in the Department of State on October 17, 1956.

Map and description of property which the Superintendent of Public Works deems necessary to be acquired in  
fee in the name of the People of the State of New York, without the right of access to and from abutting property,  
except for the purpose, and to and from the area described below, by appropriation, for purposes connected with the  
Thruway System of the State, pursuant to the applicable provisions of Article XII-A of the Highway Law, and Article 2,  
Title 6, of the Public Authorities Law.

All that piece or parcel of property hereinafter designated as Parcel No. 203, in Tax Section 1, Map No. 25,  
being part of the lots and 7, 10, 11 and 12, in the City of Buffalo, County of Erie, State of New York as shown on the  
accompanying map and described as follows:

Parcel No. 203

Commencing at the intersection of the southerly boundary of the existing Exchange Street with the easterly  
boundary of Main Street; thence S 13°40'15" W along said easterly boundary of Main Street 87.5 feet to the point of  
beginning, said point of beginning being the intersection of the easterly boundary of Main Street and the division line  
between the property of the New York Central Railroad Company (reputed owner) on the south and the property of the  
New York State Realty and Terminal Company (reputed owner) on the north; thence along the last mentioned division line,  
the following courses and distances: S 76°09'45" E for a distance of 50.0 feet to a point; thence S 13°40'15" W for a  
distance of 16.0 feet to a point; thence S 76°09'45" E for a distance of 14.5 feet to a point; thence S 13°40'13" W  
for a distance of 6.0 feet to a point; thence S 76°08'07" E for a distance of 81.0 feet to a point; thence N 13°40'13" E  
for a distance of 7.0 feet to a point; thence S 76°08'07" E for a distance of 52.0 feet to a point on the westerly bound-  
ary of Washington Street; thence S 13°40'13" W along the said westerly boundary of Washington Street for a distance of  
65.4 feet to a point on the division line between the property of the New York Central Railroad Company (reputed owner)  
on the north and the property of W&E Inc. (reputed owner) on the south, said point being also the southeasterly corner  
of land conveyed to the New York Central Railroad Company be deed recorded in Erie County Clerk's Office in Liber 6274  
of Deeds at page 583; thence westerly along the southerly line of land conveyed to the New York Central Railroad Company  
by deed aforesaid, 131.53 feet to the southwesterly corner thereof, said corner being also the southeasterly corner of  
that parcel of land conveyed by Chauncey M. Depew and May Depew, his wife to the New York Central and Hudson River Rail-

road Company by deed recorded in Erie County Clerk's office in 1887, and of deeds at present, and thence northerly and parallel with Main Street 0.4 of a foot; thence westerly and parallel with the southerly line of Exchange Street 60 feet to a point in the easterly line of Main Street distant 154 feet southerly from the southerly line of Exchange Street as measured along the easterly line of Main Street; thence N 13°40'15" E along said easterly boundary of Main Street for a distance of 86.5 feet to the point of beginning, being 14,092 square feet more or less.

RESERVING, however, to the owner of the property described above and such owners, successors, and assigns, but only to an extent which will not interfere with the use of the property for Thruway purposes, the right, privilege and easement to maintain railroad traffic across the area delineated above and hereinafter described as area of reservation and for such purposes construct, reconstruct, maintain and operate such railroad facilities as said owner may, from time to time, deem necessary for the operation or improvement of its railroad system. Provided, however, that no change in the grade or alignment of the existing railroad facilities shall be made, or additional facilities constructed, which will interfere with the Thruway, bridges or other facilities of the State of New York.

Area of Reservation = 11,911 Square feet.

Beginning at a point on the easterly boundary of the existing Main Street at its intersection with the division line between the property of the New York Central Railroad Company (reputed owner) on the south and the property of the New York State Realty and Terminal Company (reputed owner) on the north; thence along the last mentioned division line the following courses and distances: S 76°19'13" E for a distance of 50.0 feet to a point; thence S 13°40'15" W for a distance of 16.0 feet to a point; thence S 76°38'07" E for a distance of 14.5 feet to a point; thence S 13°40'13" W for a distance of 6.9 feet to a point; thence S 76°38'07" E for a distance of 88.0 feet to a point; thence N 13°40'13" W for a distance of 7.0 feet to a point; thence S 76°38'07" E for a distance of 52.0 feet to a point on the westerly boundary of the existing Washington Street; thence S 13°40'13" W along said westerly boundary of Washington Street for a distance of 57.6 feet to a point; thence through the property of the New York Central Railroad Company (reputed owner) the following courses and distances: N 78°19'35" W for a distance of 67.7 feet to a point; thence N 73°10'45" W for a distance of 68.4 feet to a point; thence N 75°25'39" W for a distance of 55.7 feet to a point on the said easterly boundary of the existing Main Street; thence N 13°40'15" E along said easterly boundary 83.1 feet to the point of beginning, being 11,911 square feet more or less.

Providing that the right of ingress, egress, regress for the purposes of construction, reconstruction, maintenance, operation and inspection shall be limited to the areas lying between the outside edges of the "brown" shoulders and the thruway property line with no right of access for crossing, parking or working on the thruway pavement or shoulders for any or all of these purposes, however, when it is necessary that the construction, reconstruction, maintenance, and operation of such facilities requires crossing, blocking or barricading the thruway pavement or shoulders, it shall be done only upon a written permit from and upon conditions specified by the Superintendent of Public Works or other authorized representatives acting for the people of the State of New York, or its assigns, except at times of extraordinary emergencies.

All bearings are referred to true north.

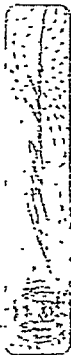
LIBER 6840 PAGE 28

It is hereby certified that this is an accurate description and map made from an accurate survey.

Date AUGUST 2, 1960

*E. G. H. Youngman*  
E. G. H. YOUNGMAN  
District Engineer, District No. 5

Pursuant to the applicable provisions of Article VII-A of the Highway Law and Article 2, Title 9, of the Public Authorities Law, this description and map are hereby officially approved, and this description and the original tracing of this map are hereby officially filed in the office of the State Department of Public Works on AUGUST 31, 1960



P. G. PALOWIN  
Director, Bureau of Rights of Way and Claims

I have compared the foregoing copy of description and map with the original thereof as filed in the office of the State Department of Public Works and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

*P. G. Palowin*

Director, Bureau of Rights of Way and Claims

NEW YORK STATE THRUWAY

THE NIAGARA SECTION

COUNTY OF ERIE

SUBDIVISION NO N-4

CITY OF BUFFALO

DIST. NO. 5

MAP NO. 203R-1 PARCEL NO 203

SHEET 1 OF 1 SHEET

NEW YORK CENTRAL RAILROAD CO.

REGISTERED OWNER

STATE OF NEW YORK

ERIE COUNTY CLERK'S OFFICE

Recorder 6610 Page 22

of Deeds

on the 26 Sept

A. D., 1960 at 11:26 AM

and exam.

*Forney*

LIBER 0019 29

SEP 25 AM 11 26

ERIE COUNTY  
CLERK'S OFFICE

FILED

APPROPRIATION OF LANDS

FOR TRAIL PURPOSES

Project N.Y.S. TRAILWAY

Map No. 203 R Parcel No. 203

NEW YORK CENTRAL R.R. CO.

(Reliant Owners)

To: The People of the State of New York

7-22<sup>50</sup> page 6



## 5. NOTICE OF APPROPRIATION

IN THE MATTER OF APPROPRIATION OF LANDS  
FOR CONSTRUCTION PURPOSES  
PROJECT: STATE OFFICE BUILDING SITE  
MAP NO. 1, PARCEL NO. 1  
CITY OF BUFFALO  
(REPUTED OWNER)  
BY  
THE PEOPLE OF THE STATE OF NEW YORK

---

*Instrument Date:* October 21, 1960

*Record Date:* November 10, 1960

*Instrument Location:* Liber 6610 of Deeds; Page 206

See copy of this instrument at next page.

REST OF PAGE BLANK.

LIBER 6610 206

Map No. 1  
Parcel No. 1  
Sheet 1 of 1 Sheet

State Office Building Site  
City of Buffalo  
County of Erie

Prepared by: New York State Department of  
Public Works. Survey notes on file at  
District Office No. 5, located at  
Buffalo, New York.

EXCHANGE ST.

STREET LINE

PEOPLE OF THE STATE  
OF NEW YORK  
NEW YORK STATE THRUWAY  
NIAGARA SECTION  
MAP NO. 203R-ED

N.Y.C.R.R. REPUTED OWNER

WASHIN

CURB  
278.5

MAIN

CURB LINE

STREET LINE

TRUE

LIBER 0010 PAGE 207

GTON

STREE

LINE  
15'

CURB  
STREET

75.29'

OWNER  
T. S.

INNER LOT NO. 2

INNER LOT NO. 1

WBEN INC.  
REPUTED OWNER  
36,000± SQ. FT.

PEOPLE  
OF

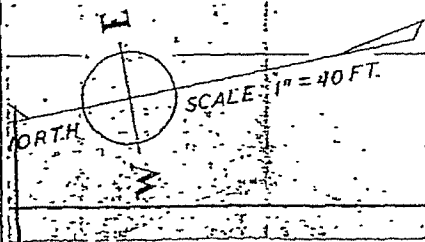
CITY OF BUFFALO

388.10'

75.33'

POINT OF BEGINNING

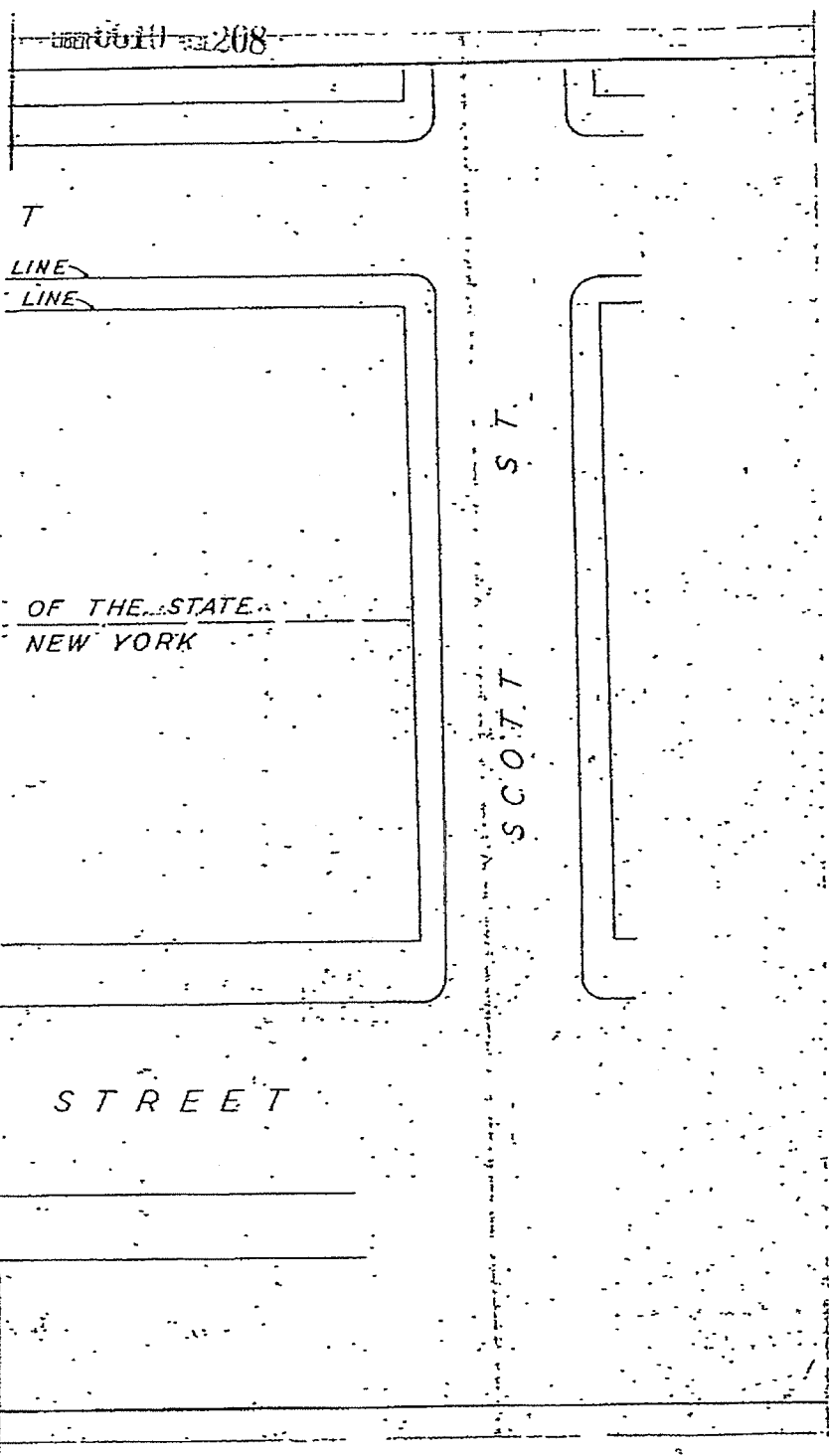
AREA = 15,118 SQ. FT.



SCALE 1" = 40 FT.

0' 25' 50' 100'

SCALE



208

T

LINE  
LINE

OF THE STATE  
NEW YORK

SCOTT ST.

STREET

0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

All that place or parcel of property hereinafter designated as Parcel No. 1, situated in Inner  
L5611-2, City of Buffalo, County of Erie, State of New York, as shown on the accompanying map, and  
described as follows:

Beginning at a point on the easterly line of Main Street, at its intersection with the north-  
westerly line of Quay Street, said point being 388.10 feet southerly measured along the easterly line of  
Main Street from its intersection with the southerly line of Exchange Street; thence northeasterly along  
the northwesterly line of Quay Street, 228.87 feet to the westerly line of Washington Street, said point  
being 278.95 feet southerly measured along the westerly line of Washington Street from its intersection  
with the southerly line of Exchange Street; thence southerly along the westerly line of Washington Street  
75.29 feet to the southeasterly line of Quay Street; thence southeasterly along the southeasterly line of  
Quay Street, 227.73 feet to the easterly line of Main Street; thence northerly along the easterly line of  
Main Street 75.33 feet to the point or place of beginning, being 15,118 square feet more or less.

I hereby certify that this is an accurate description and map made from an accurate survey.

Date: June 10, 1960

*E. G. H. JOURNAL*  
E. G. H. JOURNAL  
District Engineer, District No. 5

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS

DESCRIPTION AND MAP FOR THE APPROPRIATION OF PROPERTY

STATE OFFICE, BUILDING SITE  
CITY OF BUFFALO  
COUNTY OF ERIE

Map No. 4  
Parcel No. 1

Total Area 15, 118 Sq. Ft.

CITY OF BUFFALO  
(Reputed Owner)

Description and map of property which the superintendent of public works deems necessary to be acquired by appropriation in the name of the people of the state of New York in fee, for the purpose of constructing a state office building in the City of Buffalo pursuant to Chapter 391 of the Laws of 1960 and the provisions of Section 30 of the highway law made applicable thereby.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute set forth above, and in accordance with the official order of the superintendent of public works, the above description and map are hereby officially approved; and said description and the original tracing of this map are hereby officially filed in the office of the department of public works.



Date: October 21, 1960

P. G. BALDWIN  
Director, Bureau of Rights of Way and Claims

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the department of public works, and do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

*P. G. Baldwin*

Director, Bureau of Rights of Way and Claims

LIBER 0010 33210

LIBER 6610 PAGE 211

APPROPRIATION OF LANDS  
FOR CONSTRUCTION PURPOSES.

Project STATE OFFICE BUILDING SITE

Map No. 1 Parcel No. 1

CITY OF BUFFALO  
(Reputed Owners)

To: The People of the State of New York

FILED

1980 NOV 10 AM 11 02

ERIE COUNTY  
CLERKS OFFICE

STATE OF NEW YORK  
CLERK OF COURTS OFFICE

Recorded in Liber 6610 Page 206

of Deeds

on the 10 day of Nov  
A.D. 1980 at 11:02 o'clock A.M.  
and exam

*Körning*

Clerk

7-2252  
page 16

6. NOTICE OF APPROPRIATION

IN THE MATTER OF APPROPRIATION OF LANDS  
FOR BUILDING PURPOSES  
PROJECT: STATE OFFICE BUILDING SITE  
MAP NO. 2, PARCEL NO. 2  
W.B.E.N., INC.  
(REPUTED OWNER)

BY  
THE PEOPLE OF THE STATE OF NEW YORK

---

*Instrument Date:* November 10, 1960

*Record Date:* November 10, 1960

*Instrument Location:* Liber 6610 of Deeds; Page 212

See copy of this instrument at next page.

REST OF PAGE BLANK.



LIBER 6610 212

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
BUREAU OF RIGHTS OF WAY AND CLAIMS

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	DESCRIPTIONS AND MAPS	
	MAP NOS.	PARCEL NOS.
STATE OFFICE BUILDING SITE CITY OF BUFFALO ERIE COUNTY	2	2

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: WREN INC.

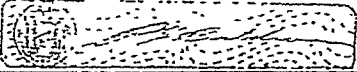
2077 Elmwood Ave.  
Buffalo 16, New York

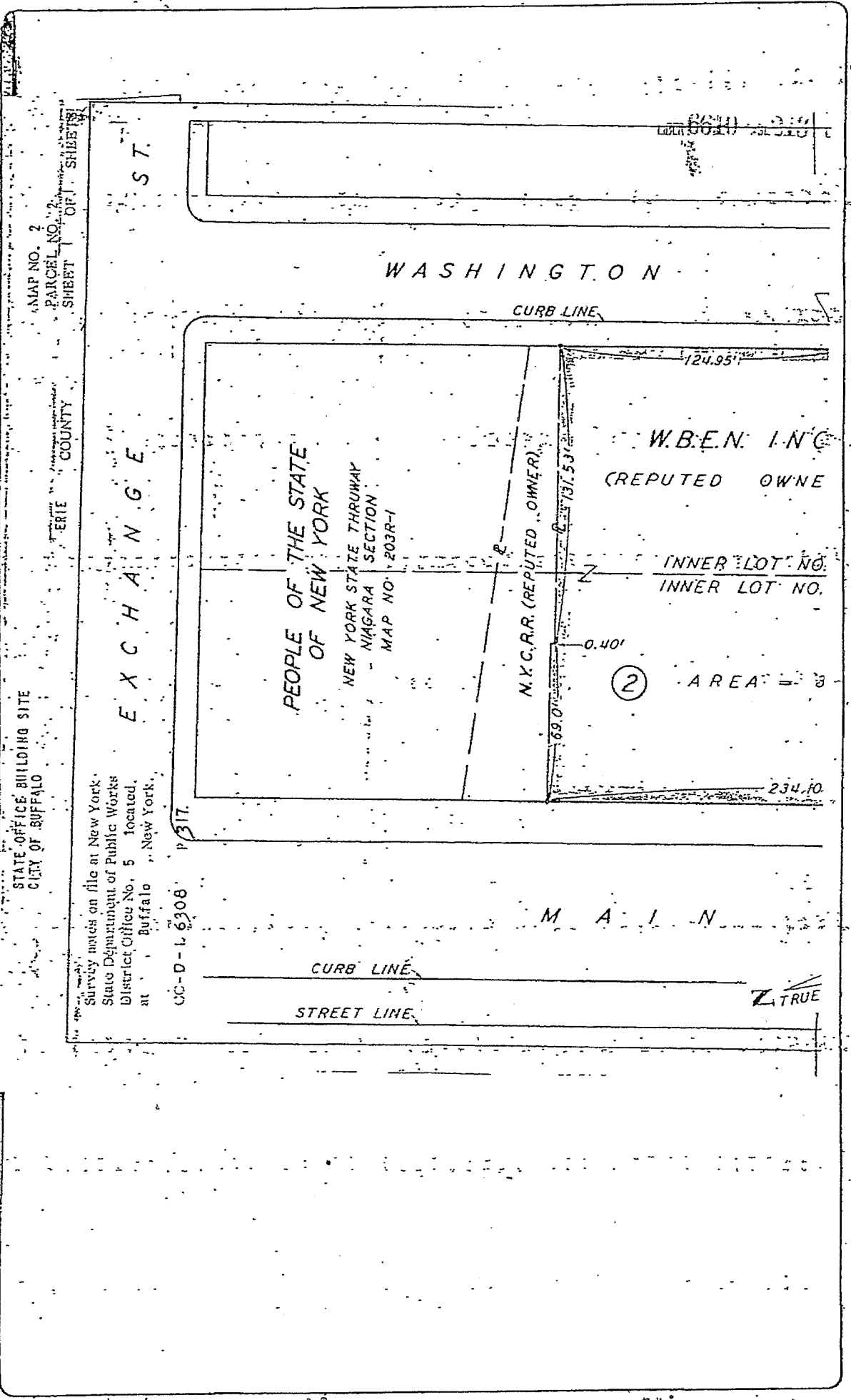
TAKE NOTICE that on the 26 day of October, 1960, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 10 day of NOVEMBER, 1960, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

SUPERINTENDENT OF PUBLIC WORKS  
OF THE STATE OF NEW YORK

Dated: NOV 10 1960

By:   
Director, Bureau of Rights of Way and Claims  
P.G. Baldwin



MAP NO. 2  
PARCEL NO. 2  
SHEET 1 OF 1 SHEETS

ERIE COUNTY

STATE OFFICE BUILDING SITE  
CITY OF BUFFALO

Survey made on file at New York  
State Department of Public Works  
District Office No. 5 located  
at Buffalo, New York.

CC-D-L 6308  
P 317

EXCHANGE ST.

WASHINGTON ST.

CURB LINE

PEOPLE OF THE STATE  
OF NEW YORK

NEW YORK STATE THRUWAY  
- NIAGARA SECTION  
MAP NO. 1203R-1

N.Y.C.R.R. (REPUTED OWNER)

W.B.E.N. INC.  
(REPUTED OWNER)

INNER LOT NO.  
INNER LOT NO.

(2) AREA = 3

MAIN ST.

CURB LINE

STREET LINE

TRUE

2/2/88 5:14 PM  
JDKR C:\JDKR\17 - 05-05-88

POINT OF BEGINNING

STREET

CURB LINE

STREET LINE

(R)

1  
2

36,000± SQ. FT.

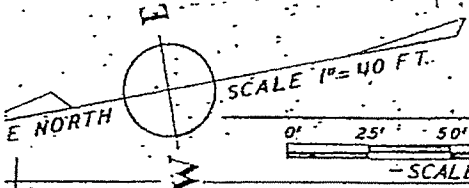
0'

STREET

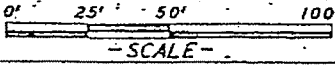
CURB

PEOPLE OF THE STATE  
OF NEW YORK

STREET



SCALE 1" = 40 FT.



5.7

“ All that piece or parcel of property situate in Inner Lots No. 1 and 2, City of Buffalo, County of Erie, State of New York as shown on the accompanying map and described as follows:

BEGINNING at the intersection of the westerly line of Washington St. with the northwesterly line of Quay Street; thence northerly along the westerly line of Washington Street, 124.95 feet to a point distant southerly 154 feet as measured along the westerly line of Washington Street from the corner formed by its intersection with the southerly line of Exchange Street, said point being also the southeasterly corner of land conveyed to the New York Central Railroad Company by Deed recorded in Erie County Clerk's Office in Liber 6274 of Deeds at Page 583; thence westerly along the southerly line of land conveyed to the New York Central Railroad Company by deed aforesaid 131.53 feet to the southeasterly corner thereof, said corner being also the southeasterly corner of that parcel of land conveyed by Chauncey M. Depew and May Depew, his wife, to the New York Central and Hudson Railroad Company by deed recorded in Erie County Clerk's Office in Liber 1044 of Deeds at page 206; thence northerly and parallel with Main Street 0.4 of a foot; thence westerly and parallel with the southerly line of Exchange Street 69 feet to a point in the easterly line of Main Street distant 154 feet southerly from the southerly line of Exchange St.; as measured along the easterly line of Main Street, 239.10 feet to the northwesterly line of Quay Street; thence northeasterly along the northwesterly line of Quay Street 228.87 feet to the point of place or beginning, being 39000 square feet more or less.

I hereby certify that this is an accurate description and map made from an accurate survey prepared under my direction,

Date: July 21, 1960.

*[Signature]*  
E. O. H. YOUNGMAN  
District Engineer, District No.

HUGAN 216

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
DESCRIPTION AND MAP FOR THE APPROPRIATION OF PROPERTY

STATE OFFICE BUILDING SITE  
CITY OF BUFFALO  
ERIE COUNTY

Map No. 2  
Parcel No. 2

Total Area = 36000 Sq. Ft.

WBEN INCORPORATED  
(Reputed Owner)

Description and map of property which the superintendent of public works deems necessary to be acquired by appropriation in the name of the people of the state of New York, in fee, for the purpose of constructing a state office building in the City of Buffalo pursuant to Chapter 391 of the Laws of 1960 and the provisions of Section 30 of the Highway Law made applicable thereby.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to statute set forth above, and in accordance with the official order of the superintendent of public works, the above description, and map are hereby officially approved; and said description and the original tracing of this map are hereby officially filed in the office of the department of public works.



Date October 21, 1960

H. G. BALDWIN  
Director, Bureau of Rights of Way and Claims

I have compared the foregoing copy of description and map with the original thereof, as filed in the office of the department of public works and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

*[Signature]*

Director, Bureau of Rights of Way and Claims

RECEIVED  
OCT 21 1960  
BUREAU OF RIGHTS OF WAY AND CLAIMS  
NEW YORK STATE DEPARTMENT OF PUBLIC WORKS  
ALBANY, N.Y.

APPROPRIATION OF LANDS  
FOR Building PURPOSES.  
Project STATE OFFICE BUILDING SITE

Map No. 2 Parcel No. 2

W. B. E. N. Inc  
(Reputed Owners)

To: The People of the State of New York

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

Recorded in 6610 Page 212

of Deeds

on the 10 Nov

A. D. 1960 2:33 PM

and exam: Korman

Clerk

185

ERIE COUNTY  
CLERKS OFFICE

7-22<sup>50</sup>  
notes 6

FILED

1960 NOV 10 PM 2 33

## 7. DEED

THE PEOPLE OF THE STATE OF NEW YORK,  
ACTING BY JOHN BURCH MCMORRAN,  
SUPERINTENDENT OF PUBLIC WORKS OF  
THE STATE OF NEW YORK  
TO  
NEW YORK STATE EMPLOYEES' RETIREMENT  
SYSTEM

---

*Instrument Date:* June 20, 1961

*Acknowledged Date:* June 23, 1961

*Record Date:* July 21, 1961

*Instrument Location:* Liber 6679 of Deeds; Page 259

See copy of this instrument at next page.

REST OF PAGE BLANK.

AFTER RECORDING:

George E. Whalen, Esq.  
Return to Room 620,  
State Office Building  
Albany 1, New York

RECEIVED

JUL 18 1961

N. Y. State Employees  
Retirement System

I H I S   I N D E N T U R E

LIBER 1687 PAGE 543

Made the 20th day of June in the year

One Thousand Nine Hundred Sixty-One, between

THE PEOPLE OF THE STATE OF NEW YORK, acting by  
JOHN BURCH McMORRAN, Superintendent of Public Works of the State  
of New York, parties of the first part, and

NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM, a corporation  
created by Chapter 741 of the Laws of 1920, party of the  
second part,

WITNESSETH:

WHEREAS, Chapter 391 of the Laws of 1960 authorizes and  
empowers said Superintendent of Public Works of the State of  
New York, with the approval of the Director of the Budget of the  
State of New York, to execute and deliver for and on behalf and  
in the name of the PEOPLE OF THE STATE OF NEW YORK, for such good  
and valuable consideration as to him may seem proper and reason-  
able, a quitclaim deed to the party of the second part conveying  
the premises hereinafter described;

WHEREAS, said premises are not actually used by any  
state department or agency; and

WHEREAS, said Director of the Budget has given his  
approval as evidenced by the endorsement thereof hereon;

NOW, THEREFORE, for and in consideration of the sum of  
ONE DOLLAR (\$1.00), lawful money of the United States, paid by  
the party of the second part, and other good and valuable con-  
sideration, which is deemed by said Superintendent of Public  
Works to be proper and reasonable, and which does not exceed  
five per centum of the net assets of the party of the second part,  
the parties of the first part do hereby remise, release and  
quitclaim unto the party of the second part, its successors

LIBER 6679 PAGE 259



21  
LDER 6679 PAGE 260

LDER 1687 PAGE 544

and assigns forever, for the purpose of constructing thereon an office building otherwise described as Buffalo State Office Building, in accordance with the provisions of subdivision h of section thirteen of the Retirement and Social Security Law.

ALL that certain piece or parcel of property situate in the Fourth Ward in the City of Buffalo, County of Erie, New York, described as follows:

Beginning at a point in the easterly line of Main Street where the same is intersected by the northerly line of Scott Avenue; running thence N.  $13^{\circ} 40' 15''$  E. along the said easterly line of Main Street 453'  $\frac{1}{2}$ , thence S.  $76^{\circ} 19' 47''$  E. 199.54'  $\frac{1}{2}$  to the westerly line of Washington Street; thence S.  $13^{\circ} 40' 13''$  W. along the westerly line of Washington Street 453'  $\frac{1}{2}$  to the intersection of the westerly line of Washington Street with the northerly line of Scott Street; running thence N.  $76^{\circ} 19' 47''$  W. along said line of Scott Street 199.54'  $\frac{1}{2}$  to the point or place of beginning. Containing 2.075  $\frac{1}{2}$  acres.

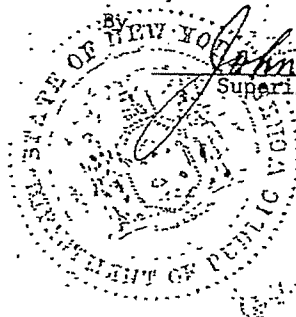
TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises; subject, however, to the express condition that in the event that the party of the second part shall fail to construct a suitable office building otherwise described as Buffalo State Office Building, on said premises pursuant to subdivision h of section thirteen of the Retirement and Social Security Law, within five years from the date of this conveyance, or in the event that any such building constructed on said premises ceases to be used in accordance with the provisions of subdivision h of section thirteen of the Retirement and Social Security Law, said premises shall revert to the parties of the first part with right of re-entry thereupon; provided, however, that as a condition precedent to the exercise of said right of re-entry, the parties of the first part shall pay to the parties of the second part an amount equal to the purchase price of said premises, the cost of grading said premises and the value of any buildings erected thereon.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the parties of the first part have caused this instrument to be signed in their name by the Superintendent of Public Works and the seal of the Department of Public Works to be hereunto affixed, the day and year first above written.

LIBER 1687 PAGE 545

THE PEOPLE OF THE STATE OF NEW YORK



*John Burch M. Monahan*  
Superintendent of Public Works

LIB 1687 Vol. 546

LIB 6679 PAGE 262

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

On this 23 day of June, 1961,  
before me the subscriber, personally came JOHN BURCH McMORRAN,  
to me known and known to me to be the Superintendent of Public  
Works of the State of New York and the same person described in  
and who executed the foregoing instrument, and he to me duly  
acknowledged that he executed the same as such Superintendent  
aforesaid for and on behalf and in the name of the PEOPLE OF  
THE STATE OF NEW YORK, pursuant to the provisions of Chapter 391  
of the Laws of 1960.

Thomas J. Bennett  
Thomas J. Bennett, Notary Public for New York State  
qualified in Pennsylvania Co. Comm. exp. 3-31-63

JUN 27 1961

APPROVED as to form and sufficiency  
and manner of execution

LOUIS J. LEFKOWITZ  
Attorney General

By

Thomas Burke  
Assistant Attorney General

State of New York  
County of Albany

APPROVED

June 28, 61  
I. NORMAN HURD  
Director of the Budget

By

H. A. Dineen

On the 28 day of June, 1961  
at Albany, New York  
Notary Public

APPROVED

6/28/61  
ARTHUR LEVITT  
State Comptroller

By

E. H. Conwell

at Albany, New York  
Notary Public

IMMEDIATE

MAIL TO:  
George E. Whalen, Esq.  
Room 620  
State Office Building  
Albany 1, New York.

DEED

THE PEOPLE OF THE STATE OF NEW YORK

FILED

147

1961 JUL 21 PM 2 22

ERIE COUNTY  
CLERKS OFFICE

NEW YORK STATE EMPLOYEES'  
RETIREMENT SYSTEM

STATE OF NEW YORK  
ERIE COUNTY CLERKS OFFICE

Recorded and Liberated of \_\_\_\_\_  
on the 21 day of July  
A. D., 1961, at 2:22 o'clock P. M.  
and examined.

*[Signature]*  
CLERK

LIBER 6679 PAGE 253

720 Postec #8

## 8. LEASE AGREEMENT

NEW YORK STATE EMPLOYEES' RETIREMENT  
SYSTEM, ACTING BY AND THROUGH ARTHUR  
LEVITT AS COMPTROLLER OF THE STATE OF  
NEW YORK

TO

THE PEOPLE OF THE STATE OF NEW YORK,  
ACTING BY AND THROUGH JOHN BURCH MCMORRAN,  
SUPERINTENDENT OF PUBLIC WORKS OF  
THE STATE OF NEW YORK

---

*Instrument Date:* June 20, 1961

*Acknowledged Date:* June 20, 1961

*Record Date:* July 25, 1961

*Instrument Location:* Liber 6681 of Deeds; Page 299

See copy of this instrument at next page.

REST OF PAGE BLANK.

Lease No. 4540

Filed JUN 28 1961

AGREEMENT

Made the 20th day of June 1961, by and between the New York State Employees' Retirement System, a corporation created by chapter 741 of the Laws of 1920, acting by and through Arthur Levitt as Comptroller of the State of New York (hereinafter referred to as the "Retirement System"), and the People of the State of New York, acting by and through John Burch McMorran, Superintendent of Public Works of the State of New York (hereinafter referred to as the "State"):

WITNESSETH:

WHEREAS, item (2) of subdivision h of Section 13 of the Retirement and Social Security Law, as amended by chapter 391 of the Laws of 1960, authorizes the Retirement System to use a limited part of its funds for purchasing or leasing of lands in the cities of Albany, Syracuse and Buffalo and the construction thereon of a suitable office building or buildings for purposes of lease or sale to the State:

WHEREAS, chapter 391 of the Laws of 1960 authorizes the Superintendent of Public Works, with the approval of the Director of the Budget, and on behalf of the State, to enter into a contract or contracts with the Retirement System, providing for the erection by the Retirement System and lease by the State of a suitable office building or buildings and appurtenances for the use of State Departments and agencies, on lands owned by the Retirement System, situated in the City of Buffalo;

WHEREAS, the said Act directs the Superintendent of Public Works to arrange for the preparation of drawings, plans and specifications for any building to be erected as provided in said Act, subject to the approval of the Director of the Budget, and provides that the site and design of any such building shall be subject to the approval of the Superintendent of Public Works;

LIBER 6681 PAGE 300

WHEREAS said chapter 391 of the Laws of 1960 authorizes and empowers the Superintendent of Public Works, with the approval of the Director of the Budget, to execute and deliver to the Retirement System, for and on behalf and in the name of the State, for such good and valuable consideration as to him may seem proper and reasonable, a quitclaim deed conveying to the Retirement System all the right, title and interest of the State in and to any lands in the City of Buffalo acquired by the Superintendent of Public Works for the purpose of constructing thereon a state office building otherwise described as Buffalo State Office Building, in accordance with the provisions of subdivision h of section 13 of the Retirement and Social Security Law; and

WHEREAS said chapter 391 of the Laws of 1960 further provides that the contract or contracts entered into by the Superintendent of Public Works, with the approval of the Director of the Budget, shall provide for leasing the premises on which said building or buildings are constructed to the State, upon completion of such construction, for a term not exceeding sixteen (16) years at an annual rental and upon such other terms as may be agreed upon; and

WHEREAS, the Superintendent of Public Works, subject to the approval of the Director of the Budget, has caused to be prepared drawings, plans and specifications for the building to be erected pursuant to this agreement, which drawings, plans and specifications may be identified as Department of Public Works Project No. 16544 and the site and design of said building has been approved by the Superintendent of Public Works;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The Retirement System hereby demises and leases to the State, and the State hereby hires and takes from the Retirement System, subject to the covenants and conditions hereinafter set forth,



LIBER 6681 PAGE 301

ALL that certain piece or parcel of property situate in the Fourth Ward in the City of Buffalo, County of Erie, New York, described as follows:

Beginning at a point in the easterly line of Main Street where the same is intersected by the northerly line of Scott Avenue; running thence N.  $13^{\circ} 40' 15''$  E. along the said easterly line of Main Street 453'±, thence S.  $76^{\circ} 19' 47''$  E. 199.54' ± to the westerly line of Washington Street; thence S.  $13^{\circ} 40' 13''$  W. along the westerly line of Washington Street 453'± to the intersection of the westerly line of Washington Street with the northerly line of Scott Street; running thence N.  $76^{\circ} 19' 47''$  W. along said line of Scott Street 199.54'± to the point or place of beginning. Containing 2.075± acres.

TO HAVE AND TO HOLD the above described premises with appurtenances for a term of fifteen (15) years said term to commence upon the completion of the construction of a building thereon as provided in paragraph 2 of this agreement. For the purpose of fixing the beginning date of said term, the construction of said building shall be deemed to be completed on the date of the final certificate of payment under the construction contract, or on the date the State first occupies said building, whichever date is the earlier.

2. The Retirement System shall cause to be constructed on the demised premises a building substantially in accordance with the drawings, plans and specifications hereinbefore described, and shall cause said building to be completed as speedily as possible, acts or conditions beyond its control excepted; provided that the Retirement System shall be under no obligation to commence said construction unless and until the State shall have made available suitable connections to water, sanitary sewer and drainage facilities in a manner and condition acceptable to the Retirement System; provided further that nothing herein shall be deemed or construed to alter, abridge or otherwise affect the condition contained in the quitclaim deed hereinbefore described. The Retirement System makes no warranties or representations and accepts no responsibility with respect to or for the adequacy, sufficiency or suitability of, or defects in, said drawings, plans and specifications or the site of said building or its design.

LIBER 6581 PAGE 302

3. The State shall pay the Retirement System during the term hereby demised a rental, at a rate sufficient to reimburse the Retirement System in full for (1) the amount paid by it for the acquisition of the demised premises and (2) the cost of construction of the building thereon in accordance with this agreement, including grading and improvement of the site, plus interest at the rate of four and one-half per centum (4-1/2%) per annum on the unpaid balance of items (1) and (2) above.

Said rental shall, in the discretion of the Comptroller, be payable in either (1) equal monthly installments with interest on the unpaid balance or (2) in equal monthly installments at a fixed amount which shall include both principal and interest. Payment of said rental shall be made on or before the last day of each month. All expenses, costs and charges of any kind or nature whatsoever paid or incurred by the Retirement System by reason, or as a result of the construction of said building, shall, for the purpose of determining the amount of said rental, be regarded and considered as a part of the cost of construction of said building. There shall be included as a factor in the computation of (2) the cost of construction of the building, interest at the rate of four and one-half per centum (4-1/2%) per annum on all sums disbursed, paid or advanced by the Retirement System from the date of such payment; disbursal or advance up to, but not including, the date of the commencement of the Term of the lease.

4. The State covenants and agrees as follows:

a. To pay said rental and all such other sums as may become due from or payable by the State hereunder in the manner and at the times herein provided;

b. To pay such taxes, assessments, rates, rentals

LIBER 6681 PAGE 302

3. The State shall pay the Retirement System during the term hereby demised a rental, at a rate sufficient to reimburse the Retirement System in full for (1) the amount paid by it for the acquisition of the demised premises and (2) the cost of construction of the building thereon in accordance with this agreement, including grading and improvement of the site, plus interest at the rate of four and one-half per centum (4-1/2%) per annum on the unpaid balance of items (1) and (2) above.

Said rental shall, in the discretion of the Comptroller, be payable in either (1) equal monthly installments with interest on the unpaid balance or (2) in equal monthly installments at a fixed amount which shall include both principal and interest. Payment of said rental shall be made on or before the last day of each month. All expenses, costs and charges of any kind or nature whatsoever paid or incurred by the Retirement System by reason, or as a result of the construction of said building, shall, for the purpose of determining the amount of said rental, be regarded and considered as a part of the cost of construction of said building. There shall be included as a factor in the computation of (2) the cost of construction of the building, interest at the rate of four and one-half per centum (4-1/2%) per annum on all sums disbursed, paid or advanced by the Retirement System from the date of such payment; disbursement or advance up to, but not including, the date of the commencement of the Term of the lease.

4. The State covenants and agrees as follows:

a. To pay said rental and all such other sums as may become due from or payable by the State hereunder in the manner and at the times herein provided;

b. To pay such taxes, assessments, rates, rentals

PROBATE

LIBER 6681 PAGE 303

and charges as may have been or may be levied or assessed against the demised premises, or imposed because of the use or occupancy thereof;

c. To keep the demised premises in good order and condition and to repair, replace or reconstruct the said premises or any part thereof, in the event of damage or destruction by any cause whatsoever;

LIBER 1688 PAGE 5

d. To procure at its own expense, and to keep in force throughout the term hereby demised a policy or policies of insurance, in such amount or amounts as may be required by the Retirement System, insuring the Retirement System against any and all liability for personal injury, loss of life and damage to property sustained in, or about, the demised premises or any part or parts thereof or the appurtenances thereto, or upon the adjacent sidewalks or streets.

e. To construct and maintain at its own expense (1) paved areas, sidewalks, including curbs, gutters and culverts necessary to provide adequate means of egress from the demised premises to a public street and (2) off-street parking areas for motor vehicles adjacent to the building to be erected on the foregoing premises.

5. The failure of the Retirement System to enforce the breach of any agreement, condition, covenant, or term, shall not affect the right of the Retirement System to enforce the same agreement, condition, covenant, or term, on the occasion of a subsequent default or breach.

6. The State may at its option pay the whole or any part of the principal amount due the Retirement System as computed under the provisions of paragraph 3 hereof, provided that thirty (30) days notice in writing be given the Retirement System of its intention so to do.

In the event that the State pays in accordance herewith the full unpaid balance of the items due, as provided in

UDCR 6681 PAGE 304

the said paragraph 3, plus interest on unpaid balances to the date of payment, the Retirement System will, without cost or charge to the State, release and quitclaim the demised premises to the State.

7. At the expiration of the term hereby demised, if this lease shall not have been theretofore terminated by the payment in full to the Retirement System of the unpaid balance of its total cost hereinabove defined, with interest at the rate of four and one-half per centum (4-1/2%) per annum up until the date of termination, and the State shall have complied in all respects with the agreements, covenants, conditions and terms hereof, the Retirement System will, without additional cost or charge, remise, release and quitclaim the demised premises to the State.

8. Wherever in this agreement the phrase "building or buildings" is used, such phrase shall be deemed to include appurtenances in accordance with the drawings, plans and specifications hereinabove described.

9. This agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond the moneys available for the purpose thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in quadruplicate the day and year first above written.

NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

By Arthur Levitt  
ARTHUR LEVITT  
State Comptroller

THE PEOPLE OF THE STATE OF NEW YORK

By John Burch McMorran  
JOHN BURCH MCMORRAN  
Superintendent of Public Works

UDCR 6681 PAGE 6

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

LIBER 6681 PAGE 305

On this 20<sup>th</sup> day of April, 1961, before me personally came ARTHUR LEVITT, to me known and known to me to be the Comptroller of the State of New York and the same person described in and who executed the foregoing instrument, and he to me duly acknowledged that he executed the same as such Comptroller aforesaid for and on behalf and in the name of the NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM, pursuant to the provisions of chapter 391 of the Laws of 1960.

LIBER 1688 PAGE 7

Donald J. Macdonald  
Notary Public  
Albany County Comm. expires  
March 31, 1962

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

On this 23 day of June, 1961, before me personally came JOHN BURCH McMORRAN, to me known and known to me to be the Superintendent of Public Works of the State of New York and the same person described in and who executed the foregoing instrument, and he to me duly acknowledged that he executed the same as such Superintendent aforesaid for and in behalf and in the name of the PEOPLE OF THE STATE OF NEW YORK, pursuant to the provisions of chapter 391 of the Laws of 1960.

Thomas W. Bennett  
Notary Public  
Albany County Comm. expires  
3-30-63

6581 306

APPROVED AS TO FORM

on the 27 day of June 1961

LOUIS J. LEFKOWITZ  
Attorney General

By Thomas Banks  
Assistant Attorney General  
Assistant Attorney General

APPROVED

on the 28 day of June 1961

T. NORMAN HURD  
Director of the Budget

By John A. Smith

Approved

on the 28th day of June 1961

ARTHUR LEVITT  
State Comptroller

By E. H. O'Connell

8  
PAGE  
1688

State of New York  
County of Albany  
In the City of Albany  
On the 28th day of June 1961  
I, the undersigned, Clerk of the Court,  
do hereby certify that the foregoing  
is a true and correct copy of the  
original as the same appears from the  
records of the Court.



STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

Recorded in Liber 6681, Page 307

on the 25th day of July  
A. D. 1961, at 3:52 o'clock P. M.  
and examined.

*[Signature]*  
Clerk

7 - 12.00 MF-1

*Martha*  
*Lease Agreement*  
*between*  
*People of the State of*  
*New York*  
*and*  
*165*  
*New York State Employees*  
*Retirement System*

George E. Whalen  
Counsel to the Comptroller  
Department of Audit and Control  
Albany 1, New York

Please return to

ERIE COUNTY CLERK

FILED

1961 JUL 25 PM 3 50

ERIE COUNTY  
CLERK'S OFFICE

Me

**9. DEED**

NEW YORK STATE EMPLOYEES' RETIREMENT  
SYSTEM

TO

THE PEOPLE OF THE STATE OF NEW YORK,  
ACTING BY AND THROUGH JOHN C. EGAN,  
THEIR COMMISSIONER OF GENERAL SERVICE

---

*Instrument Date:* July 1, 1978

*Acknowledged Date:* April 11, 1985

*Record Date:* April 24, 1985

*Instrument Location:* Liber 9440 of Deeds; Page 126

See copy of this instrument at next page.

REST OF PAGE BLANK.

Proceeding 6105  
GENERAL DONOVAN STATE OFFICE  
BUILDING  
BUFFALO, NEW YORK  
ERIE COUNTY  
FILE NO. 85/3

THIS INDENTURE

Made as of the 1st day of July, 1978 between NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM, a corporation created by Chapter 741 of the Laws of 1920, party of the first part, and

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through John C. Egan, their Commissioner of General Service, parties of the second part,

W I T N E S S E T H:

WHEREAS, Chapter 391 of the Laws of 1960 authorized the Superintendent of Public Works, acting on behalf of The People of the State of New York to acquire lands located in the City of Buffalo for the construction of a state office building, the sale of such lands to the New York State Employees' Retirement System, the construction thereon of a state office building to be leased to the State for a term of years, and the conveyance by the party of the first part of the premises to the State at the expiration of said term, without additional charge therefor, and

WHEREAS, pursuant to said statute the People of the State of New York, acting by their Superintendent of Public Works did acquire the parcel described herein and did subsequently convey it to the New York State Employees' Retirement System by deed dated June 20, 1961 and recorded in the Erie County Clerk's Office on July 21, 1961 at Liber 6679 of deeds at page 259, and

WHEREAS, the New York State Employees' Retirement System, as landlord, and The People of the State of New York, acting by their Superintendent of Public Works, as tenant, did enter into a lease agreement of the premises dated June 20, 1961,

recorded in the Erie County Clerk's Office July 25, 1961 in Liber 6681 of deeds page 299, for a term of 15 years to commence upon completion of the construction of said state office building, further providing that if the State met its obligations in full at the expiration of said term the New York State Employees' Retirement System would without additional cost or charge, remise, release and quitclaim the demised premises to the State, and

WHEREAS, as of the date hereof the State had fully complied with the said lease agreement, and the covenants and conditions imposed therein, and was immediately entitled to a deed conveying the subject property from the State Employees' Retirement System to The People of the State of New York as required by Chapter 391 of the Laws of 1960 and paragraph seven of said lease agreement,

NOW, THEREFORE, in consideration of the premises, the party of the first part does hereby remise, release and quitclaim unto the the parties of the second part, and their successors and assigns forever,

ALL THAT certain piece or parcel of property with improvements erected thereon, situate in the Fourth Ward in the City of Buffalo, County of Erie, New York, described as follows:

Beginning at a point in the easterly line of Main Street where the same is intersected by the northerly line of Scott Avenue; running thence N13°40'15"E along the said easterly line of Main Street 453 feet, more or less; thence S76°19'47"E 199.54 feet, more or less, to the westerly line of Washington Street; thence S13°40'13"W along the westerly line of Washington Street 453 feet, more or less, to the intersection of the westerly line of Washington Street with the northerly line of Scott Street; running thence N76°19'47"W along said line of Scott Street 199.54 feet, more or less, to the point or place of beginning. Containing 2.075± acres of land more or less.

TOGETHER with the appurtenance and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its duly authorized

officer, the Comptroller of the State of New York, who has  
affixed hereto the official seal of his office the day and year  
first above written.

NEW YORK STATE EMPLOYEES'  
RETIREMENT SYSTEM

(SEAL)

By

*E. V. Regan*  
EDWARD V. REGAN  
State Comptroller

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On this 11<sup>th</sup> day of April, 1985, before  
me personally came EDWARD V. REGAN, to me known and known to me  
to be the Comptroller of the State of New York and the same  
person described in and who executed the foregoing instrument,  
and he to me duly acknowledged that he executed the same as such  
Comptroller aforesaid for and on behalf and in the name of the  
NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM, pursuant to the  
provisions of Chapter 391 of the Laws of 1960.

*Thomas D. Lin*  
Notary Public, State of New York

Notary Public, State of New York  
Qualified in Delaware County  
Expiration Date: March 31, 1987

APPROVED AS TO FORM  
AND MANNER OF EXECUTION  
ROBERT ABRAMS  
ATTORNEY GENERAL  
BY *R. H. Williams*  
ASSISTANT



*M.A.*

186 **DEED**

NEW YORK STATE EMPLOYEES' RETIREMENT  
SYSTEM

to

THE PEOPLE OF THE STATE OF NEW YORK

Date:

STATE OF NEW YORK  
County of *Albany* } ss.  
County Clerk's Office

RECORDED on the *24* day of.

*April*, 19*85*, at *3:08* o'clock

P. M., in Book No. *9440* of

Deeds at Page *186* and examined.

*Robert M. Abrams*  
Clerk

X  
RECORD AND RETURN TO:  
PETER D. HALLINBECK, ESQ.  
REAL PROPERTY BUREAU  
Department of Law  
The Capitol  
Albany, New York 12224

APPROVED as to form and manner of execution.

ROBERT ABRAMS .....  
Attorney General

By .....  
Assistant Attorney General

*1-1706F3Y*

1985 APR 24 PM 3 08  
FILED  
ERIE COUNTY  
CLERK'S OFFICE

**10. LETTERS PATENT**

THE PEOPLE OF THE STATE OF NEW YORK  
TO  
NEW YORK STATE URBAN DEVELOPMENT  
CORPORATION D/B/A EMPIRE STATE  
DEVELOPMENT CORPORATION

---

*Instrument Date:* November 15, 2007

*Record Date:* December 14, 2007

*Instrument Location:* Liber 11138 of Deeds; Page 4772

See copy of this instrument at next page.

REST OF PAGE BLANK.



**ERIE COUNTY CLERKS OFFICE**  
**County Clerk's Recording Page**Return To:  
BOX 43Party 1:  
NEW YORK STATEParty 2:  
NEW YORK STATE URBAN DEVELOPMENT CORPORATION DBA

Book: 11138 Page: 4772

Page Count: 5

Doc Type: LETTERS PATENT &lt;500

Rec Date: 12/14/2007

Rec Time: 09:36:00 AM

Control #: 2007266574

User ID: lance

Trans Num: 456259

DEED SEQ: TT2007010336

MTG SEQ:

UCC:

SCAR:

INDEX:

**Recording Fees:**

RECORDING	\$0.00
COE COUNTY	0
COE STATE GENERAL	\$0.00
COE STATE RM	\$0.00
RP5217 COUNTY FEE	\$0.00
RP5217 RES	\$0.00
TP584	\$0.00

**Consideration Amount:**

	\$1.00
BASIC	\$0.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

---

**Total: \$0.00**STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICEWARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT,  
REQUIRED BY SECTIONS 319&316-a (5) OF THE REAL PROPERTY LAW  
OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.Kathleen C. Hochul  
County Clerk

EX 1/2

THE PEOPLE OF THE STATE OF NEW YORK BY THE GRACE OF GOD,  
FREE AND INDEPENDENT

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That, pursuant to Chapter 12 of the Laws of 2005 and Findings of the Commissioner of General Services dated November 15, 2007 and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America paid by New York State Urban Development Corporation d/b/a Empire State Development Corporation, a public benefit corporation of the State of New York, having its principal office and place of business at 633 Third Avenue, New York, New York 10017, we have granted and conveyed and by these presents do hereby grant and convey unto the said NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION, its successors and assigns forever all the right, title and interest of the People of the State of New York in and to the following described parcel of land:

ALL THAT certain piece or parcel of property with improvements erected thereon, situate in the Fourth Ward in the City of Buffalo, County of Erie, New York, bounded and described as follows:

BEGINNING at a "x" set in the easterly line of Main Street where the same is intersected by the northerly line of Scott Avenue; thence N. 13° 40' 15" E. along the said easterly line of Main Street 484.43 feet to a mag. nail set in walk at the northwest corner of lands transferred by the New York State Thruway Authority for a State Office Building Site by Map No. 4T, Parcel No. 4; thence along the northerly bounds of said Parcel No. 4 the following 3 courses and distances:

1. S. 65° 25' 29" E., 65.70 feet to an iron pipe with cap set;
2. S. 73° 16' 45" E., 68.40 feet to an iron pipe with cap set; and
3. S. 78° 19' 25" E., 66.76 feet to point

at the westerly line of Washington Street, said point being 0.07 feet east of an iron pipe with a cap set; thence S. 13° 40' 13" W. along the westerly line of Washington Street 470.68 feet to a mag. nail set at the intersection of the westerly line of Washington Street with the northerly

CTV - 8

✓ 6574

DILU 4

54

line of Scott Street; thence N. 76° 19' 47" W. along said line of Scott Street 199.54 feet to the point or place of beginning, containing 2.165 acres of land more or less.

BEING all of the land acquired for a State Office Building by Map No. 1, Parcel No. 1 (formerly Quay St.), Map No. 2, Parcel No. 2 (WBEN Incorporated) and lands transferred by the New York State Thruway Authority by Map No. 3T, Parcel No. 3 and Map No. 4T, Parcel No. 4.

AS shown on a map entitled "Survey of Part of Inner Lots - 1, 2 & 215 and Outer Lot - 83", dated May 25, 2005 and filed in the Office of General Services as O.G.S. Map No. 2038.

SUBJECT to any covenants, conditions, restrictions, easements and rights-of-way, if any, contained in instruments of record affecting said premises so far as the same may now be in force and effect.

TOGETHER WITH all and singular the rights, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described premises unto the said NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION, its successors and assigns forever.

55

IN WITNESS WHEREOF, our Commissioner of General Services has  
executed these Letters Patent in our name this 15<sup>th</sup> day of November, 2007

THE PEOPLE OF THE STATE OF NEW YORK

By John C. Egan  
John C. Egan  
COMMISSIONER OF GENERAL SERVICES



STATE OF NEW YORK

ss.:

DEPARTMENT OF STATE

I hereby certify that the Great Seal of the State of New York  
was hereof affixed on the 19<sup>th</sup> day of November, 2007

[Signature]  
Deputy Secretary of State

Approved as to form this 28<sup>th</sup> day of NOVEMBER, 2007

Eliot Spitzer

Attorney General

By [Signature]  
PRINCIPAL ATTORNEY  
~~Assistant Attorney General~~

The People of the State of New York

TO

NYS URBAN DEVELOPMENT  
CORPORATION, d/b/a EMPIRE  
STATE DEVELOPMENT  
CORPORATION

## LETTERS PATENT

STATE OF NEW YORK  
Department of State

Recorded in Book of Patents

No. 110 at page 54  
Date: December 3, 2007

Matthew Andrus  
First Deputy, Secretary of State

By Linda Lasch  
Linda Lasch  
Miscellaneous Records

Return to:

## 11. QUIT CLAIM DEED

NEW YORK STATE URBAN DEVELOPMENT  
CORPORATION D/B/A EMPIRE STATE  
DEVELOPMENT CORPORATION  
TO  
ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

---

*Instrument Date:* February 8, 2008

*Acknowledged Date:* February 8, 2008

*Record Date:* February 15, 2008

*Instrument Location:* Liber 11140 of Deeds; Page 8014

See copy of this instrument at next page.

REST OF PAGE BLANK.

**ERIE COUNTY CLERKS OFFICE****County Clerk's Recording Page**

Book: 11140 Page: 8014

Return To:

STEVEN MATLIN ESQ  
EMPIRE STATE DEVELOPMENT CORPORATION  
633 THIRD AVE 34TH FL  
NEW YORK NY 10017

Page Count: 3

Doc Type: DEED-EXMPT/\$165

Rec Date: 02/15/2008

Rec Time: 03:46:16 PM

Control #: 2008033216

User ID: lld

Trans Num: 487050

DEED SEQ: TT2007014428

MTG SEQ:

UCC:

SCAR:

INDEX:

Party 1:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION DBA

Party 2:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION SUB

**Recording Fees:****Consideration Amount:****\$1.00**

RECORDING	\$0.00
COE COUNTY	0
COE STATE GENERAL	\$0.00
COE STATE RM	\$0.00
TP584	\$0.00
RP5217 NON RES	\$0.00
RP5217 COUNTY FEE	\$0.00

BASIC	\$0.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

---

**Total: \$0.00**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

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

Kathleen C. Hochul  
County Clerk



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 8 day of February, 2008  
BETWEEN New York State Urban Development Corporation ("UDC") d/b/a Empire State  
Development Corporation, a public benefit corporation of the State of New York, 633 Third  
Avenue, 34<sup>th</sup> Floor, New York, NY 10017

party of the first part, and Erie Canal Harbor Development Corporation, a wholly-owned subsidiary  
of UDC, 420 Main Street, Buffalo, NY 14202

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second  
part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and  
assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the Fourth Ward in the City of Buffalo, County of Erie, New York, bounded and  
described as follows:

BEGINNING at a "x" set in the easterly line of Main Street where the same is intersected by the northerly  
line of Scott Avenue; thence N. 13° 40' 15" E. along the said easterly line of Main Street 484.43 feet to a mag. nail  
set in walk at the northwest corner of lands transferred by the New York State Thruway Authority for a State Office  
Building Site by Map No. 4T, Parcel No. 4; thence along the northerly bounds of said Parcel No. 4 the following 3  
courses and distances:

1. S. 65° 25' 29" E., 65.70 feet to an iron pipe with cap set;
2. S. 73° 16' 45" E., 68.40 feet to an iron pipe with cap set; and
3. S. 78° 19' 25" E., 66.76 feet to point

at the westerly line of Washington Street, said point being 0.07 feet east of an iron pipe with a cap set; thence S. 13°  
40' 13" W. along the westerly line of Washington Street 470.68 feet to a mag. nail set at the intersection of the  
westerly line of Washington Street with a northerly line of Scott Street; thence N. 76° 19' 47" W. along said line of  
Scott Street 199.54 feet to the point or place of beginning, containing 2.165 acres of land more or less.

BEING all of the land acquired for a State Office Building by Map No. 1, Parcel No. 1 (formerly Quay St.),  
Map No. 2, Parcel No. 2 (WBEN Incorporated) and lands transferred by the New York State Thruway Authority by  
Map No. 3T, Parcel No. 3 and Map No. 4T, Parcel No. 4.

AS shown on a map entitled "Survey of Part of Inner Lots - 1, 2 & 215 and Outer Lot - 83", dated May 25,  
2005 and filed in the Office of General Services as O.G.S. Map No. 2038.

SUBJECT to any covenants, conditions, restrictions, easements and rights-of-way, if any, contained in  
instruments of record affecting said premises so far as the same may now be in force and effect.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances  
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO  
HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of  
the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party  
of the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
eration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply  
the same first to the payment of the cost of the improvement before using any part of the total of the same for  
any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above  
written.

IN PRESENCE OF:

NEW YORK STATE URBAN DEVELOPMENT  
CORPORATION D/B/A  
EMPIRE STATE DEVELOPMENT CORPORATION

By: Avi Schick, President



ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York, County of New York ss.:  
On Feb 8, 2008 before me, the undersigned,  
personally appeared Avi Schick

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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

[Signature]  
(signature and office of individual taking acknowledgment)

Steven J. Matlin  
Notary - State of New York  
ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.:  
On \_\_\_\_\_ before me, the undersigned,  
personally appeared \_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of \_\_\_\_\_ } ss.:  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, the undersigned,  
personally appeared \_\_\_\_\_

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

( ☐ if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken. And that said subscribing witness(es) made such appearance before the undersigned in

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

**Quitclaim Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. \_\_\_\_\_

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION

TO

ERIE CANAL HARBOR DEVELOPMENT CORPORATION

SECTION 111.17  
BLOCK 7  
LOT 1  
COUNTY OR TOWN BUFFALO

RETURN BY MAIL TO:

STEVEN MATLIN, ESQ.  
EMPIRE STATE DEVELOPMENT CORPORATION  
633 THIRD AVENUE  
34th FLOOR  
NEW YORK, NY  
Zip No. 10017

Reserve this space for use of Recording Office.

**12. CERTIFICATE OF INCORPORATION**

ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

---

*Record Date:* January 13, 2006

*Instrument Location:* Book Q153; Page 7438

Filed July 21, 2005 in Secretary of State's Office

See copy of this instrument at next page.

REST OF PAGE BLANK.

**ERIE COUNTY CLERKS OFFICE**

County Clerk's Recording Page

Return To:

Book: 153

Page: 7438

Page Count: 6

Doc Type: INCORP CERT

Rec Date: 01/13/2006

Rec Time: 09:28:48 AM

Control #: 2006010396

User ID: Joanne

Trans Num: 82167

DEED SEQ:

MTG SEQ:

UCC:

SCAR:

INDEX:

Party 1:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION

Party 2:

**Recording Fees:**

RECORDING16	\$6.00
-------------	--------

**Consideration Amount:**

\$0.00

BASIC	\$0.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

---

Total:	\$6.00
--------	--------

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICEWARNING - THIS SHEET CONSTITUTES THE CLERK'S  
ENDORSEMENT, REQUIRED BY SECTIONS 319&316-a  
(5) OF THE REAL PROPERTY LAW OF THE STATE OF  
NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.David J. Swarts  
County Clerk

CSC 45  
DRAW DOWN

2050721000050

CERTIFICATE OF INCORPORATION OF  
ERIE CANAL HARBOR DEVELOPMENT CORPORATION  
UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

THE UNDERSIGNED, being a natural person of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify:

FIRST: The name of the corporation is ERIE CANAL HARBOR  
DEVELOPMENT CORPORATION (the "Corporation");

SECOND: The Corporation is to be a subsidiary of the New York State Urban Development Corporation ("UDC"), as authorized by Section 12 of the New York State Urban Development Corporation Act (the "UDC Act");

THIRD: The purposes for which the Corporation are formed are to facilitate performance of all purposes, powers and functions entrusted to UDC by the UDC Act, and to exercise all or any part of same, in furtherance of the implementation of one or more real estate development projects in the vicinity of the Erie Canal Harbor in Buffalo, New York. The Corporation shall have all powers conferred upon a business corporation by the laws of the State of New York.

401-5

**FOURTH:** The office of the Corporation is to be located in the  
County of Erie and State of New York.

**FIFTH:** The aggregate number of shares which the Corporation shall have authority to issue is 100 hundred shares of Common Stock, of one class only, with a par value of one cent (\$0.01) per share. Such shares shall be issued to the parties and in the amounts set forth below:

UDC

100 Shares

**SIXTH:** The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon the Secretary is:

Erie Canal Harbor Development Corporation  
c/o New York State Urban Development Corporation  
d/b/a Empire State Development Corporation  
633 Third Avenue - 37<sup>th</sup> Floor  
New York, New York 10017

Attn: General Counsel

**SEVENTH:** (a) The proportion of shares the holders of which shall be present in person or by proxy at any meeting of shareholders in order to constitute a quorum for the transaction of any business shall be all of the issued and outstanding shares of the Corporation.

2

(b) The proportion of votes of the holders of shares that shall be necessary at any meeting of shareholders for the transaction of any business, including amendments to the Certificate of Incorporation, shall be the votes of all of the issued and outstanding shares of the Corporation.

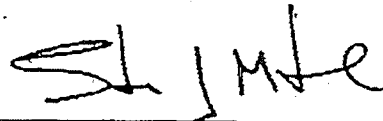
**EIGHTH:** The proportion of directors that shall constitute a quorum for the transaction of business shall be not less than a majority of the entire board.

**NINTH:** No director of the Corporation shall be personally liable to the Corporation or its shareholders for damages for any breach of duty as a director, unless a judgement or other final adjudication adverse to the director establishes that, in connection with any such breach of duty (i) the acts or omissions of the director were in bade faith or involved intentional misconduct or a knowing violation of law, (ii) the director personally gained in fact a financial profit or other advantage to which the director was not legally entitled, or (iii) the acts of the director violated Section 719 of the Business Corporation Law.

**TENTH:** Under the provisions of Section 22 of the UDC Act, the Corporation is exempt from payment of the franchise tax on business corporations imposed by Article 9-A of the Tax Law of the State of New York.

3  
3

IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do  
affirm the foregoing as true under the penalties of perjury this 18 day of July, 2005.



---

Steven J. Matlin, Incorporator  
c/o New York State Urban Development  
Corporation  
633 Third Avenue, 37<sup>th</sup> Floor  
New York, New York 10017

JUL-19-2005 16:40

ESDC LEGAL

212 803 3779 P.06

050721000050

CERTIFIED TO COUNTY CLERK  
BY NYS DEPARTMENT OF STATE

**CERTIFICATE OF INCORPORATION  
OF**

**ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

Under Section 402 of the Business Corporation Law

2005 JUL 21 1:17:43

**CSC 45  
DRAW DOWN**

Filed By: New York State Urban Development Corporation  
d/b/a Empire State Development Corporation  
633 Third Avenue - 37<sup>th</sup> Floor  
New York, New York 10017  
Att: Steven Matlin, Esq.

Cust Ref: 492949DB

2005 JUL 20 PM 12:03

u  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUL 21 2005

TAXS

BY:

SB

erie

5

1/b

050

TOTAL P.06



## ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Out 1** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched Abstract of Judgments pursuant to Title 28, Condominium Liens, Federal Tax Liens (10 years), Financing Statements (5 Years), Grantor/Grantee, In Rem Proceedings, Incompetency/Conservatee, Judgments (10 Years), Mechanics Liens (1 year), Mortgagor, Notices of Pendency, Orders Appointing Receivers, Surety Bond indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the dates 9-30-1954 as to lands described in No. 3; 9-26-1960 as to lands described in No. 4; 10-21-1960 as to lands described in No. 5; 11-10-1960 as to lands described in No. 6 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
4. It found the matters set forth in the Abstract at **Set-Outs 2 through 12**; said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.
7. The Guaranty under this Certificate shall not be limited by time.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this 27th day of October, 2011 at 8:59 o'clock A.M.

**CLOSING INCLUDED  
FOR 6 MONTHS  
FROM DATE HEREOF**

STEWART TITLE INSURANCE COMPANY

By

  
Authorized Officer

---

**13. MEMORANDUM OF SALE PURCHASE AND DEVELOPMENT  
AGREEMENT**

ERIE CANAL HARBOR DEVELOPMENT CORPORATION  
WITH  
HARBOR DISTRICT ASSOCIATES, LLC  
(No search against second party)

---

*Instrument Date:* 12-14-2011  
*Acknowledged Date:* 12-15-2011  
*Record Date:* 12-28-2011  
*Instrument Location:* Liber 11214 of Deeds; Page 6718

See copy of this instrument at next page.

REST OF PAGE BLANK.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:  
BOX 104

Party 1:  
ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

Party 2:

Book Type: D Book: 11214 Page: 6718  
Page Count: 5  
Doc Type: AGREEMENT  
Rec Date: 12/28/2011  
Rec Tim: 11:26:19 AM  
Control #: 2011261918  
UserID: Eileen  
Receipt#: 11184415  
Document Sequence Number

Recording Fees:

Fee 1	\$45.00
Fee 2	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75

Consideration Amount:

BASIC	0
SONYMA	0
ADDL	0
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

---

**Total: \$65.00**

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

**MEMORANDUM OF SALE, PURCHASE  
AND DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF SALE, PURCHASE AND DEVELOPMENT AGREEMENT ("Agreement") made this 14<sup>th</sup> day of December 2011, by and between Erie Canal Harbor Development Corporation, a subsidiary corporation of the New York State Urban Development Corporation d/b/a Empire State Development, a New York corporation, having an address at 95 Perry Street, Suite 500, Buffalo, New York 14203 ("Seller"), and, Harbor District Associates, LLC a New York limited liability company with offices at 570 Delaware Avenue, Buffalo, New York 14202 ("Purchaser");

For valuable consideration described in the Agreement between the parties dated December 14 2011, Seller has agreed to sell and Purchaser has agreed to purchase certain real property located in the City of Buffalo, County of Erie and State of New York as more fully described on Exhibit A attached hereto, under the terms and conditions described in said Agreement.

The closing and transfer of title is to occur on or about December 16, 2013.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and delivered on behalf of each of them as of the date first above written.

**ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

By: [Signature]  
Name: Thomas Dee  
Title: President

STATE OF NEW YORK :  
: ss.:  
COUNTY OF ERIE :

On the 15 day of December, 2011 before me, the undersigned, personally appeared Thomas Dee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to 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.

[Signature]  
Notary Public

**STEPHEN F. GAWLIK**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 9, 2018

104-4  
201918

HARBOR DISTRICT ASSOCIATES, LLC

By: [Signature]  
Name: David H. Baldauf  
Title: Manager

STATE OF NEW YORK :  
: ss.:  
COUNTY OF ERIE :

On the 14 day of December, 2011 before me, the undersigned, personally appeared David H. Baldauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to 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.

[Signature]  
Notary Public

SHERRY A. KERLAN  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 2015

Exhibit A  
To Memorandum

Parcel D 1

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 148.06 feet to the **POINT OF BEGINNING**;

thence continuing N 13° 54' 34" E long the said east line of Main Street, a distance of 393.91 feet to the northwest corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence easterly along the north lines of said lands conveyed to the Erie Canal Harbor Development Corporation, the following three (3) courses and distances:

S 65° 11' 12" E, a distance of 65.70 feet to a point;

S 73° 45' 17" E, a distance of 67.42 feet to a point;

S 78° 05' 06" E, a distance of 67.70 feet to the west line of Washington Street (66' wide), said point also being the northeast corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 326.84 feet to a point;

thence N 76° 05' 28" W, a distance of 63.70 feet to a point;

thence S 82° 08' 21" W, a distance of 146.28 feet to the point or place of beginning, containing 69,182 square feet or 1.59 acres of land more or less.

Exhibit A  
Continued

Parcel D 2

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly of the City of Buffalo known as Scott Street and also being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 16.71 feet to the **POINT OF BEGINNING**;

thence S 76° 05' 16" E, a distance of 24.60 feet to a point;

thence N 80° 31' 55" E, a distance of 190.60 feet to the west line of Washington Street (66' wide);

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 91.42 feet to the said north line of Scott Street;

thence N 76° 21' 21" W along the said north line of Scott Street, a distance of 25.45 feet to a point;

thence S 85° 22' 53" W, a distance of 183.61 feet to a point on the said east line of Main Street extended southerly;

thence N 13° 54' 34" E along the said east line of Main Street extended and the said east line of Main Street, a distance of 74.25 feet to the point or place of beginning, containing 14,866 square feet or 0.34 acre of land more or less.

---

#### 14. LEASE AGREEMENT

ERIE CANAL HARBOR DEVELOPMENT CORPORATION  
WITH  
HARBOR DISTRICT ASSOCIATES, LLC  
(No search against second party)

---

*Instrument Date:* 12-14-2011

*Acknowledged Date:* 12-15-2011

*Record Date:* 12-28-2011

*Instrument Location:* Liber 11214 of Deeds; Page 6723

See copy of this instrument at next page.

REST OF PAGE BLANK.



ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:  
BOX 104

Party 1:  
ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

Party 2:  
HARBOR DISTRICT ASSOCIATES LLC

Book Type: D Book: 11214 Page: 6723  
Page Count: 9  
Doc Type: LEASE/MEMO  
Rec Date: 12/28/2011  
Rec Tim: 11:26:19 AM  
Control #: 2011261919  
UserID: Eileen  
Receipt#: 11184415  
Document Sequence Number  
TT2011008421

Recording Fees:

Fee 1	\$65.00
Fee 2	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
TP584	\$10.00

Consideration Amount: 1.00

BASIC	0
SONYMA	0
ADDL	0
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA 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

**ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

**TO**

**HARBOR DISTRICT ASSOCIATES, LLC**

---

**LEASE AGREEMENT**

---

792-8  
261919

## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of the 14<sup>th</sup> day of December, 2011 (the "Lease Agreement") is by and between **ERIE CANAL HARBOR DEVELOPMENT CORPORATION**, a corporation formed and existing under the laws of the State of New York, with offices at 95 Perry Street, Buffalo, New York 14203 (the "Erie") and **HARBOR DISTRICT ASSOCIATES, LLC**, a limited liability company duly existing under the laws of the State of New York with offices at 570 Delaware Avenue, Buffalo, New York 14202 (the "Company").

### WITNESSETH:

Erie desires to lease to Company the real property, including any buildings, structures or improvements thereon, described in **Exhibit A** attached hereto (the "Leased Premises") pursuant to the terms contained herein, during a term during which Company will construct a multi-use building (the "Building"), all as more fully described in a certain Sale, Purchase and Development Agreement (the "Development Agreement"), of even date herewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. Erie hereby leases to the Company the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. Warranty of Title. Erie warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Lease Agreement shall commence on the date hereof and terminate upon the completion of construction of the Building and conveyance of the Leased Premises to Company, as provided for the Development Agreement.
4. Rent. The Company agrees that it will pay to Erie for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum, the receipt and sufficiency of which is hereby acknowledged.
5. Taxes. Erie agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. Erie shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises, other than taxes. All insurance or condemnation proceeds shall be distributed and governed by the Development Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term, all improvements shall become the property of the Company.

8. Hold Harmless. The Company hereby releases Erie from, agrees that Erie shall not be liable for, and agrees to indemnify, defend and hold Erie and its directors, officers, members, agents (other than the Company) and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Development Agreement, or (ii) liability arising from or expense incurred by the financing, construction, renovation, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities will not be applicable with respect to willful misconduct or negligence on the part of the indemnified party.

9. Tax Contest. Notwithstanding that the Company is not required to pay any property taxes during the term hereof, Erie hereby assigns to the Company all rights to contest the validity or amount of taxes and/or assessments as is permitted by law, either in its own name or in the name of Erie, in either case with Erie's reasonable cooperation. Any resultant refund, rebate or reduction shall be used first to repay the expenses of obtaining such relief. Erie shall endeavor to provide the Company with government notices of assessment (or reassessment) in time sufficient to reasonably permit the Company, at the Company's election, to make contest and shall execute such documents and provide such information (but only to the extent any requested information is within Erie's possession) as may be necessary to process any such contest. The term "contest" as used in this Section means contest, appeal, abatement or other proceeding, prescribed by Applicable Laws to obtain assessment or tax reduction or tax refund, howsoever denominated.

10. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To Erie: Erie Canal Harbor Development Corporation  
95 Perry Street  
Buffalo, New York 14203  
Attn.: Thomas Dee, President

To the Company: Harbor District Associates, LLC  
570 Delaware Avenue  
Buffalo, New York 14202

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section

11. No Resource; Special Obligation.

(a) The obligations and agreements of Erie contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of Erie and not of any member, officer, agent (other than the Company) or employee of Erie in his individual capacity, and the members, officers, agents (other than the Company) and employees of Erie shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of Erie contained hereby shall not constitute or give rise to an obligation of the State of New York or Empire State Development and neither the State of New York nor Empire State Development shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of Erie, but rather shall constitute limited obligations of Erie, payable solely from the revenues, of Erie derived and to be derived from the sale or other disposition of the Leased Premises.

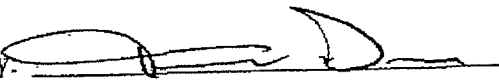
(c) No order or decree of specific performance with respect to any of the obligations of Erie hereunder shall be sought or enforced against Erie unless: (i) the party seeking such order or decree shall first have requested Erie in writing to take the action sought in such order or decree of specific performance, and the (10) days shall be elapsed from the date of receipt of such request, and Erie shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if Erie refuses to comply with such request and Erie's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order to decree shall place, in an account with Erie, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if Erie refuses to comply with such request and Erie's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless Erie and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

12. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

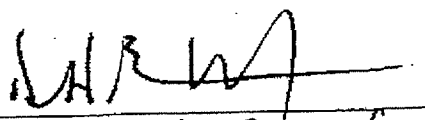
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Company and Erie have caused this Lease Agreement to be executed in their respective names, by their respective Authorized Representative, all as of the date first above written.

**ERIE CANAL HARBOR  
DEVELOPMENT CORPORATION**

By:   
Thomas Dee, President

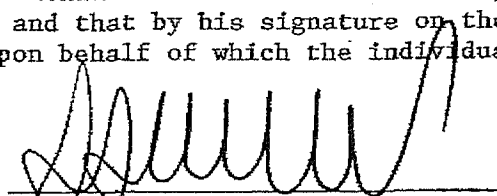
**HARBOR DISTRICT  
ASSOCIATES, LLC**

By:   
David H. Baldart, Manager

*js*

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF ERIE        )

On this 15 day of December, in the year 2011, before me, the undersigned a Notary Public in and for said State, personally appeared Thomas Dee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**STEPHEN F. GAWLIK**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 9, 2014

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF ERIE :

On the 14<sup>th</sup> day of December, 2011 before me, the undersigned, personally appeared David H. Baldauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

  
Notary Public

DANIEL J. DUGGAN  
NOTARY PUBLIC, State of New York  
Qualified in Erie County  
My Commission Expires March 30, ~~2012~~  
2014

**Exhibit A  
To Lease**

**Parcel D 1**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 148.06 feet to the **POINT OF BEGINNING**;

thence continuing N 13° 54' 34" E long the said east line of Main Street, a distance of 393.91 feet to the northwest corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence easterly along the north lines of said lands conveyed to the Erie Canal Harbor Development Corporation, the following three (3) courses and distances:

S 65° 11' 12" E, a distance of 65.70 feet to a point;

S 73° 45' 17" E, a distance of 67.42 feet to a point;

S 78° 05' 06" E, a distance of 67.70 feet to the west line of Washington Street (66' wide), said point also being the northeast corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 326.84 feet to a point;

thence N 76° 05' 28" W, a distance of 63.70 feet to a point;

thence S 82° 08' 21" W, a distance of 146.28 feet to the point or place of beginning, containing 69,182 square feet or 1.59 acres of land more or less.



**Exhibit A  
Continued**

**Parcel D 2**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly of the City of Buffalo known as Scott Street and also being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 16.71 feet to the **POINT OF BEGINNING**;

thence S 76° 05' 16" E, a distance of 24.60 feet to a point;

thence N 80° 31' 55" E, a distance of 190.60 feet to the west line of Washington Street (66' wide);

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 91.42 feet to the said north line of Scott Street;

thence N 76° 21' 21" W along the said north line of Scott Street, a distance of 25.45 feet to a point;

thence S 85° 22' 53" W, a distance of 183.61 feet to a point on the said east line of Main Street extended southerly;

thence N 13° 54' 34" E along the said east line of Main Street extended and the said east line of Main Street, a distance of 74.25 feet to the point or place of beginning, containing 14,866 square feet or 0.34 acre of land more or less.

---

**15. TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT**

ERIE CANAL HARBOR DEVELOPMENT CORPORATION

WITH

HARBOR DISTRICT ASSOCIATES, LLC

(No search against second party)

---

*Instrument Date:* 12-14-2011

*Acknowledged Date:* 12-15-2011

*Record Date:* 12-28-2011

*Instrument Location:* Liber 11214 of Deeds; Page 6732

See copy of this instrument at next page.

REST OF PAGE BLANK.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:  
BOX 104

Party 1:  
ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

Party 2:

Book Type: D Book: 11214 Page: 6732  
Page Count: 16  
Doc Type: BOUNDARY/RECIPRO  
AGR  
Rec Date: 12/28/2011  
Rec Tim: 11:26:19 AM  
Control #: 2011261920  
UserID: Eileen  
Receipt#: 11184415  
Document Sequence Number  
TT2011008422

Recording Fees:

Fee 1	\$100.00
Fee 2	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
TP584	\$20.00

Consideration Amount: 1.00

BASIC	0
SONYMA	0
ADDL	0
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

---

Total: \$140.00

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

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of this 14<sup>th</sup> day of December, 2011, by and between Erie Canal Harbor Development Corporation, a subsidiary corporation of the New York State Urban Development Corporation d/b/a Empire State Development, a New York corporation, having an address at 95 Perry Street, Suite 500, Buffalo, New York 14203 ("Grantor"), and, Harbor District Associates, LLC a New York limited liability company, with offices at 570 Delaware Avenue, Buffalo, New York 14202 ("Grantee"; Grantor and Grantee may also be referred to herein individually as a "Party" and collectively as the "Parties.").

**Recitals:**

A. Grantor is the owner of record of land located in the City of Buffalo, County of Erie and State of New York, that it intends to have divided into three separate parcels more commonly referred to as the D1 Property, the D2 Property and the D3 Property as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property");

B. Grantee is the contract vendee for the D1 Property and the D2 Property owned by Grantor under that certain Sale, Purchase and Development Agreement dated 12/14, 2011 (the "Agreement").

C. A parcel of land immediately adjacent to the southern boundary of the D2 Property as more particularly described on Exhibit "B" attached hereto is owned by the City of Buffalo (the "City Property").

D. Grantor and Grantee have agreed that Grantor shall grant to Grantee a temporary construction easement on, over and across D2 Property, the D3 Property and the City Property, if acquired by Grantor, (the "Temporary Construction Easement Area") on the terms and

706-15  
261920

conditions contained herein, in order for Grantee to construct, develop and/or operate the improvements to be constructed on the D1 Property. Said temporary easement shall expire upon completion of the improvements to the D1 Property.

E. Grantor and Grantee have agreed that Grantor shall grant to Grantee a non-exclusive easement (the "Access Drive Easement Area") for vehicular and pedestrian ingress and egress on, over and across that portion of the D3 Property (and the City Property, if it is conveyed to Grantor) that is depicted on Exhibit "C" attached hereto and made a part hereof as the "Access Drive" until such time as vehicular traffic has been restored to Main Street on the terms and conditions contained herein and that Grantee shall grant Grantor a non-exclusive easement for vehicular and pedestrian ingress and egress over and across that portion of the D2 Property (and the City Property, if it is conveyed to Grantor) that is depicted on Exhibit "C" attached hereto and made a part hereof following conveyance of the D2 Property and the City Property to Grantee until such time as vehicular traffic has been restored to Main Street; and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the sum of One and No/100 Dollars (\$1.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Access Drive Easement. Upon conveyance to Grantee by Grantor of the D1 Property and D2 Property, Grantor hereby grants and conveys to Grantee, its tenants, licensees, guests, invitees, beneficiaries, successors and assigns a non-exclusive, easement on, over, across and upon the Access Drive to be located on the D-3 Property (and the City Property, if it is conveyed to Grantor) for vehicular and pedestrian ingress and egress, (but not for the parking of any vehicles) until such time as vehicular traffic is restored to Main Street so that Purchaser and

Project Tenants, and/or their invitees, have full access from and to Main Street from D1 to Grantee's reasonable satisfaction (the "Access Drive Easement").

2. **Grantor's Access.** Upon conveyance of the D1 Property and D2 (and the City Property, if it is conveyed to Grantor) Property to Grantee, Grantee grants and conveys to Grantor a non-exclusive easement on, over, across and upon the D2 Property for vehicular and pedestrian ingress and egress solely for the purpose of maintaining and repairing the D3 Property until such time as vehicular traffic is restored to Main Street to Grantor's reasonable satisfaction (the "Grantor's Access Easement").

3. **Temporary Construction Easement.** Grantor hereby grants and conveys to Grantee, its agents, employees and contractors, a temporary easement over the Temporary Construction Easement Area in order for Grantee to construct the improvements on the D1 Property until the construction contemplated by the Agreement is completed by the Grantee. In connection with the improvements to be constructed, such construction shall not unreasonably interfere with the Grantor's ability to construct the Public Improvements. The Grantor and Grantee acknowledge that this right and easement is applicable only to the construction of the improvements, and does not apply to any future or subsequent work to be performed by Grantee.

Grantee shall replace or repair to its condition existing just prior to commencement of construction any property of Grantor that Grantee damages during the construction.

4. **Construction of Access Drive.** Grantor shall construct the Access Drive, on the D2 Property, D3 Property and City Property at its sole cost and expense, in a good and workmanlike manner, in accordance with all applicable laws, codes and ordinances and pursuant to the Agreement.

5. **Indemnity.** Grantor shall indemnify and hold Grantee harmless from and against any and all claims, demands, actions, damages, liabilities, costs and expenses arising out of or relating to the construction of the Access Drive caused by the acts and omissions of Grantor and its agents, representatives and contractors, except to the extent caused by Grantee or its agents, contractors, tenants, guests and invitees.

6. **Access Drive Maintenance.** Subject to the Grantee's obligation to pay Project Common Area Charges as set forth in Section 2.6 of the Agreement, Grantor shall keep and maintain the Access Drive on the D2 Property, D3 Property and City Property in good condition.

7. **Reciprocal Indemnities.** Grantor and Grantee shall indemnify, defend and hold each other and their officers, directors, employees, agents, representatives, contractors, tenants, licensees, guests, invitees, beneficiaries, successors and assigns, harmless from and against any and all claims, suits, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees and costs, for damage to property or injuries or death to persons to the extent arising out of or resulting from their actions or omission to act, or those of their agents and/or employees, as required pursuant to this Easement Agreement.

8. **Successor Owners.** If Grantor or Grantee conveys all or a portion of their respective property, then the grantee ("Successor Owner") shall thereafter be liable for the duties and obligations of its grantor under this Agreement to the extent that such duties and obligations benefit or burden the portion of Grantor's property or Grantee's property, as the case may be, conveyed to such Successor Owner and Grantor or Grantee, as the case may be, shall thereafter be released from all further obligations or liabilities hereunder to such extent.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns, including all Successor Owners, of the parties hereto.

10. Covenants Running with the Land. All of the covenants and rights granted or conferred pursuant to this Agreement with respect to the Access Drive Easement Area and the Access Drive Easement given to Grantee and the Grantor's Access Easement given to Grantor, shall be considered covenants running with the land and shall remain in effect until such time as vehicular traffic is restored to Main Street to each Party's reasonable satisfaction as more fully set forth in Sections 1 and 2 above.

11. Appurtenance. All of the easements granted pursuant to the terms of this Agreement are and shall be appurtenant to the real estate which benefits from such easement.

12. Amendment. No amendment of this Agreement shall be effective unless signed by all of the owners and mortgagees, if any, of the D1 Property, the D2 Property and the D3 Property and shall be recorded in the Office of the Erie County Clerk.

13. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Agreement shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Barack Obama, President of the United States of America.

14. Notices. Any notice or other document to be given hereunder shall be in writing and delivered by a nationally recognized overnight courier service or by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective: (a) one (1) business day



after depositing with the overnight courier service or (b) four (4) business days after deposit in the mails, if mailed. A party may change its address for receipt of notice or designate Successor Owners for receipt of notice by service of a notice of such change in accordance herewith.

To Grantor:

Erie Canal Harbor Development Corporation  
95 Perry Street, Suite 500  
Buffalo, New York 14203  
Attention: Thomas Dee, President  
Telephone: 716-846-8246  
Facsimile: 716-846-8260

With a copy at the same time to:

Empire State Development  
633 3<sup>rd</sup> Avenue, 37<sup>th</sup> Floor  
New York, New York 10017  
Attention: Executive Vice-President and General Counsel  
Telephone: 212-803-3750  
Facsimile: 212-803-3775

and to:

Damon Morey LLP  
The Avant Building, Suite 1200  
200 Delaware Avenue  
Buffalo, New York 14202-2150  
Attention: Christopher T. Greene, Esq.  
Telephone: 716-856-5500  
Facsimile: 716-856-5510  
E-mail: [cgreene@damonmorey.com](mailto:cgreene@damonmorey.com)

To Grantee:

Harbor District Associates, LLC  
570 Delaware Avenue  
Buffalo, New York 14202  
Attention: David H. Baldauf  
Telephone: 716-878-9345  
Facsimile: 716-878-9694

With copies at the same time to:

Benderson Development Company, LLC  
8441 Cooper Creek Boulevard  
University Park, Florida 34201  
Attention: Randall Benderson, President  
Telephone: 941-359-8303  
Facsimile: 941-359-1508

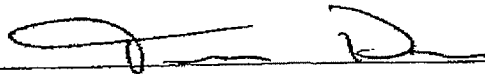
13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. **Definitions.** All capitalized terms used but not otherwise defined in the body of this Easement Agreement shall have the meanings given to such terms in the Agreement and Appendix A attached to the Agreement.

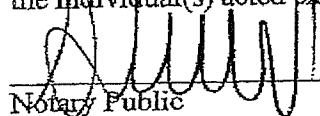
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed and delivered as of the day and year first above written.

**ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

By:   
Name: Thomas Dee  
Title: President

STATE OF NEW YORK :  
: SS.:  
COUNTY OF ERIE :

On the 15 day of December 2011 before me, the undersigned, personally appeared Thomas Dee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

  
Notary Public

**STEPHEN F. GAWLIK**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 9, 2012

HARBOR DISTRICT ASSOCIATES, LLC

By: [Signature]  
Name: David H. Baldauf  
Title: Manager

JFB

STATE OF NEW YORK :  
: ss.:  
COUNTY OF ERIE :

On the 14 day of December, 2011 before me, the undersigned, personally appeared David H. Baldauf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to 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.

[Signature]  
Notary Public

SHERY A. KEKLAK  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 2015

**Exhibit "A"**  
**Grantor's Property**

**Parcel D 1**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 148.06 feet to the **POINT OF BEGINNING**;

thence continuing N 13° 54' 34" E long the said east line of Main Street, a distance of 393.91 feet to the northwest corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence easterly along the north lines of said lands conveyed to the Erie Canal Harbor Development Corporation, the following three (3) courses and distances:

S 65° 11' 12" E, a distance of 65.70 feet to a point;

S 73° 45' 17" E, a distance of 67.42 feet to a point;

S 78° 05' 06" E, a distance of 67.70 feet to the west line of Washington Street (66' wide), said point also being the northeast corner of said lands conveyed to the Erie Canal Harbor Development Corporation;

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 326.84 feet to a point;

thence N 76° 05' 28" W, a distance of 63.70 feet to a point;

thence S 82° 08' 21" W, a distance of 146.28 feet to the point or place of beginning, containing 69,182 square feet or 1.59 acres of land more or less.

Exhibit "A"  
Continued

Parcel D 2

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly of the City of Buffalo known as Scott Street and also being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" W along the said east line of Main Street, a distance of 16.71 feet to the **POINT OF BEGINNING**;

thence S 76° 05' 16" E, a distance of 24.60 feet to a point;

thence N 80° 31' 55" E, a distance of 190.60 feet to the west line of Washington Street (66' wide);

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 91.42 feet to the said north line of Scott Street;

thence N 76° 21' 21" W along the said north line of Scott Street, a distance of 25.45 feet to a point;

thence S 85° 22' 53" W, a distance of 183.61 feet to a point on the said east line of Main Street extended southerly;

thence N 13° 54' 34" E along the said east line of Main Street extended and the said east line of Main Street, a distance of 74.25 feet to the point or place of beginning, containing 14,866 square feet or 0.34 acre of land more or less.

Exhibit "A"  
Continued

Parcel D 3

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014, and as shown on a map entitled "Parcel Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**COMMENCING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence N 13° 54' 34" E along the said east line of Main Street, a distance of 16.71 feet to the **POINT OF BEGINNING**;

~~thence continuing N 13° 54' 34" E along the said east line of Main Street, a distance of 73.81 feet to a point;~~

thence N 82° 08' 21" E, a distance of 146.28 feet to a point;

thence S 76° 05' 28" E, a distance of 63.70 feet to the west line of Washington Street (66' wide);

thence S 13° 54' 32" W along the said west line of Washington Street, a distance of 52.42 feet to a point;

thence S 80° 31' 35" W, a distance of 190.60 feet to a point;

thence N 76° 05' 16" W, a distance of 24.60 feet to the point or place of beginning, containing 15,251 square feet or 0.35 acre of land more or less

Exhibit "B"

City Property

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Buffalo, County of Erie and State of New York, being part of Outer Lot No. 83, and being a portion of lands now or formerly of the City of Buffalo known as Scott Street, and as shown on a map entitled "Conveyance Map" prepared by Foit-Albert Associates, P.C., Buffalo, NY, dated November 17, 2011, and being more particularly bounded and described as follows:

**BEGINNING** at a point on the east line of Main Street (width varies) at its intersection with the north line of Scott Street (width varies), said point being the southwest corner of lands conveyed to the Erie Canal Harbor Development Corporation by deed recorded in the Erie County Clerks Office in Liber 11140 of Deeds at Page 8014;

thence S 76° 21' 21" E along the said north line of Scott Street, a distance of 174.10 feet to a point;

thence S 85° 22' 53" W, a distance of 183.61 feet to a point on the said east line of Main Street extended southerly;

thence N 13° 54' 34" E along the said east line of Main Street extended, a distance of 57.54 feet to the point or place of beginning, containing 5009 square feet or 0.11 acre of land more or less.



**Exhibit "C"**

**ACCESS DRIVE EASEMENT AREA**

