



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

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



Recording:	
Cover Page	8.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Sub Total:	<u>78.00</u>

RECEIPT NO. : 201171926

Clerk: LJ  
 Instr #: 2011-03311  
 Rec Date: 02/17/2011 09:53:01 AM  
 Doc Grp: DEED  
 Descrip: AFFIDAVIT  
 Num Pgs: 16

Total: 78.00  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

Party1: NATIONAL GRID  
 CITY OF NIAGARA FALLS NEW YORK  
 Party2: NATIONAL GRID  
 CITY OF NIAGARA FALLS NEW YORK  
 Town: N/A

Record and Return To:

HODGSON RUSS LLP  
 140 PEARL STREET SUITE 100  
 BUFFALO, NY 14202

16

**AFFIDAVIT OF SERVICE BY MAIL**

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

Charles W. Malcomb II, duly sworn, deposes and says:

1. I am an attorney with the law firm Hodgson Russ LLP.
2. On February 16, 2011, I mailed a copy of the Notice of Environmental Easement for 1925 Main Street, Niagara Falls, New York (Tax Map Id. 144.13-3-24), which is attached hereto as "Exhibit A," together with a copy of the recorded Environmental Easement, which is attached hereto as "Exhibit B," to:

National Grid, successor to Niagara Mohawk Corporation  
40 Sylvan Road  
Waltham, Massachusetts 02451  
Attn: Legal Department

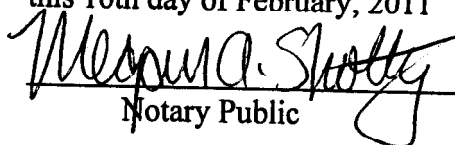
-and-

City of Niagara Falls, New York  
745 Main Street  
P.O. Box 69  
Niagara Falls, New York 14302-0069  
Attn: Paul A. Dyster, Mayor

by certified mail with return receipt requested and by regular first class mail, by depositing a copy in a postpaid addressed wrapper, in a post office official depository under the exclusive care and custody of the United States Post Office Department within the State of New York.

  
Charles W. Malcomb II

Sworn to before me  
this 16th day of February, 2011

  
Notary Public

MEGAN A. SHOLTZ  
No. 01SH8151409  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires Aug. 14, 2014

201171926

2011-03311  
02/17/2011 09:53:01 AM  
16 Pages  
AFFIDAVIT

## NOTICE OF ENVIRONMENTAL EASEMENT

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

1925 Main Street  
Niagara Falls, New York

Property Owner/Grantor: Bellevue Local Development Corp.

The Tax Map Identification No.: 144.13-3-24

NYS Department of Environmental Conservation Site No.: C932133

The Environmental Easement for the above referenced property has been filed in the Niagara County Clerk's Office on the 16th day of February, 2011 at Instrument No.: 2011-03191.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii), and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv).

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

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

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

**EXHIBIT B**



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

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



RECEIPT NO. : 201171808

Clerk: TH  
 Instr #: 2011-03191  
 Rec Date: 02/16/2011 09:12:27 AM  
 Doc Grp: DEED  
 Descrip: EASEMENT  
 Num Pgs: 10

Party1: BELLEVUE LOCAL DEVELOPMENT CORP  
 Party2: PEOPLE OF THE STATE OF NEW YORK  
 Town: NIAGARA FALLS

Recording:

Cover Page	8.00
Recording Fee	32.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 65.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 65.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax# : 2766

Consideration: 1.00  
 Transfer Tax: 0.00

ORIGINAL FILED

FEB 16 2011

WAYNE F. JAGOW  
 NIAGARA COUNTY CLERK

Record and Return To:

CHARLES W MALCOMB II ESQ  
 HODGSON RUSS LLP  
 140 PEARL STREET STE 100  
 BUFFALO NY 14202

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

THIS INDENTURE made this 9<sup>th</sup> day of February, 2011, between Owner(s) Bellevue Local Development Corp., having an office at 745 Main Street, P.O. Box 69, Niagara Falls, NY 14302, (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 1925 Main Street in the City of Niagara Falls, County of Niagara and State of New York, known and designated on the tax map of the County Clerk of Niagara as tax map parcel numbers: Section 144.13 Block 3 Lot 24, being the same as that property conveyed to Grantor by deed dated January 15, 2008 and recorded in the Niagara County Clerk's Office in Book 3426 at Page 0693 and by bargain and sale deed dated, December 4, 2007, recorded in the Niagara County Clerk's Office in Book 3426 at Page 0697 comprising approximately .803 ± acres, and hereinafter more fully described in the Land Title Survey dated July 7, 2006, revised October 5, 2010, October 19, 2010 and January 13, 2011 prepared by Deborah A. Naybor PLS, P.C., which will be attached to the Site Management Plan. The property description and survey (the "Controlled Property") is set forth in and attached hereto as Schedule A; and

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

Please Record & Return to:  
Charles W. Malcomb, II, Esq.  
140 Pearl Street, Suite 100  
Buffalo, NY 14202

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index Number: B9-0758-07-11, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

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

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

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

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

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

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

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

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

B. The Controlled Property shall not be used for Residential purposes, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

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

NYSDEC – Region 9  
Division of Environmental Remediation  
270 Michigan Avenue  
Buffalo, NY 14203-2915,  
Phone: (716) 851-7220

or

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

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

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

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



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

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

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

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

(i) are in-place;

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C 932133  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

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

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

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

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

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

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

Bellevue Local Development Corp.:

By: *Thomas G. Pryce*

Print Name: Thomas G. Pryce

Title: President Date: February 4, 2011

**Grantor's Acknowledgment**

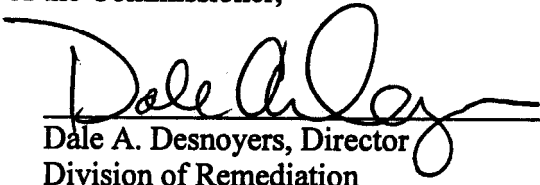
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Niagara )

On the 4th day of February, in the year 20 11, before me, the undersigned, personally appeared Thomas G. Pryce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Thomas M. O'Donnell*  
Notary Public - State of New York

THOMAS M. O'DONNELL  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
COMMISSION EXPIRES 4/30/2011

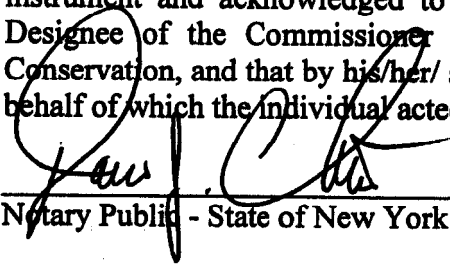
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,**

By:   
Dale A. Desnoyers, Director  
Division of Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK )  
COUNTY OF Albany ) ss:

On the 9th day of February in the year 2011 before me, the undersigned, personally appeared Dale Desnoyers personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
~~Notary Public, State of New York~~  
No. 01CH5082146  
Qualified in Schenectady County  
Commission Expires August 22, 2014

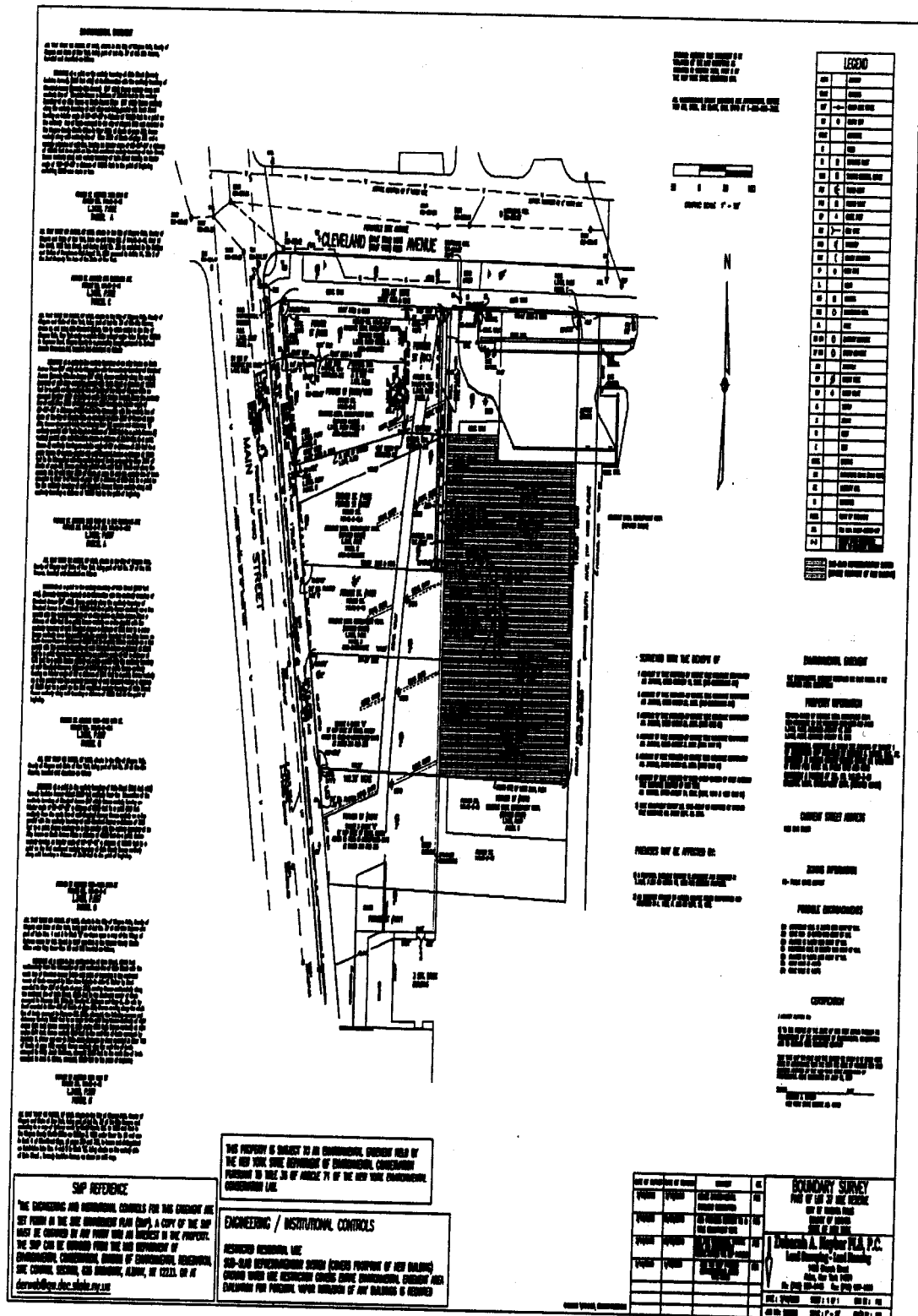
**SCHEDULE "A" ENVIRONMENTAL EASEMENT**  
**PROPERTY DESCRIPTION**

1925 Main Street  
Niagara Falls, NY  
Tax Map: 144.13-3-24

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot No. 37 of the Mile Reserve, bounded and described as follows:

BEGINNING at a point on the easterly boundary of Main Street (formerly Lewiston Avenue) (66.0 feet wide) at its intersection with the southerly boundary of Cleveland Avenue (formerly Erie Avenue) (64' wide); thence easterly along said southerly line of Cleveland Avenue a distance of 229.48 feet to the westerly boundary of an Alley known as South Avenue Place (16' wide); thence southerly along the westerly boundary of said alley and being parallel with Tenth Street forming an interior angle of  $90^{\circ} - 45' - 30''$  a distance of 166.55 feet to a point on the northerly line of lands conveyed to the city of Niagara Falls and recorded in the Niagara County Clerk's Office in Liber 2651 of Deeds at page 301; thence westerly along said northerly line of Liber 2651 of Deeds at page 301 and a westerly extension of said line, forming an interior angle of  $88^{\circ} - 54' - 34''$  a distance of 192.30 feet to a point on the first mentioned easterly boundary of Main Street; thence northerly along said easterly boundary of Main Street forming an interior angle of  $103^{\circ} - 43' - 29''$  a distance of 170.04 feet to the point of beginning, containing 0.803 acre more or less.

### SURVEY



**ENVIRONMENTAL DESIGN**

AS THE RESULT OF THE SURVEY AND THE FIELD WORK OF THE SURVEYOR, THE FOLLOWING INFORMATION IS FURNISHED TO THE CLIENT FOR HIS INFORMATION AND USE:

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

11. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

12. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

13. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.**

14. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

15. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**SHIP REFERENCE**

THE ENGINEERING AND SURVEYING CONTROL FOR THIS EASEMENT ARE SET FORTH IN THE SITE EASEMENT PLAN (SEP), A COPY OF THE SEP MAY BE OBTAINED BY ANY PARTY WHOSE INTEREST IS AFFECTED BY THE SEP OR BY OBTAINING FROM THE SURVEYOR A COPY OF THE ENVIRONMENTAL EASEMENT PLAN (EEP) OF ENVIRONMENTAL EASEMENT, SURVEYING ACT, IN 1992, OR AT [enviro@niagara.gov](mailto:enviro@niagara.gov).

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 25 OF ARTICLE 17 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.**

**ENGINEERING / INSTITUTIONAL CONTROLS**

RESERVED RECORDAL LIE  
 300-DAY ENVIRONMENTAL DESIGN (EDED) PORTION OF NEW BUILDING  
 SHOULD BE MADE AND RESERVATION SHOULD BE MADE ENVIRONMENTAL EASEMENT AND  
 CHECKING FOR PERMITS, UPON NOTIFICATION OF ANY BUILDING IS REQUIRED

**BOUNDARY SURVEY**

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**LEGEND**

1	BOUNDARY
2	ADJACENT PROPERTY
3	ADJACENT ROAD
4	ADJACENT RAILROAD
5	ADJACENT WATER
6	ADJACENT AIRWAY
7	ADJACENT POWERLINE
8	ADJACENT TELEPHONE LINE
9	ADJACENT FENCE
10	ADJACENT DRIVE
11	ADJACENT DRIVEWAY
12	ADJACENT DRIVEWAY
13	ADJACENT DRIVEWAY
14	ADJACENT DRIVEWAY
15	ADJACENT DRIVEWAY
16	ADJACENT DRIVEWAY
17	ADJACENT DRIVEWAY
18	ADJACENT DRIVEWAY
19	ADJACENT DRIVEWAY
20	ADJACENT DRIVEWAY
21	ADJACENT DRIVEWAY
22	ADJACENT DRIVEWAY
23	ADJACENT DRIVEWAY
24	ADJACENT DRIVEWAY
25	ADJACENT DRIVEWAY
26	ADJACENT DRIVEWAY
27	ADJACENT DRIVEWAY
28	ADJACENT DRIVEWAY
29	ADJACENT DRIVEWAY
30	ADJACENT DRIVEWAY
31	ADJACENT DRIVEWAY
32	ADJACENT DRIVEWAY
33	ADJACENT DRIVEWAY
34	ADJACENT DRIVEWAY
35	ADJACENT DRIVEWAY
36	ADJACENT DRIVEWAY
37	ADJACENT DRIVEWAY
38	ADJACENT DRIVEWAY
39	ADJACENT DRIVEWAY
40	ADJACENT DRIVEWAY
41	ADJACENT DRIVEWAY
42	ADJACENT DRIVEWAY
43	ADJACENT DRIVEWAY
44	ADJACENT DRIVEWAY
45	ADJACENT DRIVEWAY
46	ADJACENT DRIVEWAY
47	ADJACENT DRIVEWAY
48	ADJACENT DRIVEWAY
49	ADJACENT DRIVEWAY
50	ADJACENT DRIVEWAY
51	ADJACENT DRIVEWAY
52	ADJACENT DRIVEWAY
53	ADJACENT DRIVEWAY
54	ADJACENT DRIVEWAY
55	ADJACENT DRIVEWAY
56	ADJACENT DRIVEWAY
57	ADJACENT DRIVEWAY
58	ADJACENT DRIVEWAY
59	ADJACENT DRIVEWAY
60	ADJACENT DRIVEWAY
61	ADJACENT DRIVEWAY
62	ADJACENT DRIVEWAY
63	ADJACENT DRIVEWAY
64	ADJACENT DRIVEWAY
65	ADJACENT DRIVEWAY
66	ADJACENT DRIVEWAY
67	ADJACENT DRIVEWAY
68	ADJACENT DRIVEWAY
69	ADJACENT DRIVEWAY
70	ADJACENT DRIVEWAY
71	ADJACENT DRIVEWAY
72	ADJACENT DRIVEWAY
73	ADJACENT DRIVEWAY
74	ADJACENT DRIVEWAY
75	ADJACENT DRIVEWAY
76	ADJACENT DRIVEWAY
77	ADJACENT DRIVEWAY
78	ADJACENT DRIVEWAY
79	ADJACENT DRIVEWAY
80	ADJACENT DRIVEWAY
81	ADJACENT DRIVEWAY
82	ADJACENT DRIVEWAY
83	ADJACENT DRIVEWAY
84	ADJACENT DRIVEWAY
85	ADJACENT DRIVEWAY
86	ADJACENT DRIVEWAY
87	ADJACENT DRIVEWAY
88	ADJACENT DRIVEWAY
89	ADJACENT DRIVEWAY
90	ADJACENT DRIVEWAY
91	ADJACENT DRIVEWAY
92	ADJACENT DRIVEWAY
93	ADJACENT DRIVEWAY
94	ADJACENT DRIVEWAY
95	ADJACENT DRIVEWAY
96	ADJACENT DRIVEWAY
97	ADJACENT DRIVEWAY
98	ADJACENT DRIVEWAY
99	ADJACENT DRIVEWAY
100	ADJACENT DRIVEWAY

**STREETS AND THE BOUNDARY**

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**PROCESSED BY AN APPROVED BY**

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**BOUNDARY SURVEY**

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

**BOUNDARY SURVEY**

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REGULATIONS THEREUNDER.

DATE OF SURVEY	10/15/11	11
DATE OF SURVEY	10/15/11	12
DATE OF SURVEY	10/15/11	13
DATE OF SURVEY	10/15/11	14
DATE OF SURVEY	10/15/11	15
DATE OF SURVEY	10/15/11	16
DATE OF SURVEY	10/15/11	17
DATE OF SURVEY	10/15/11	18
DATE OF SURVEY	10/15/11	19
DATE OF SURVEY	10/15/11	20
DATE OF SURVEY	10/15/11	21
DATE OF SURVEY	10/15/11	22
DATE OF SURVEY	10/15/11	23
DATE OF SURVEY	10/15/11	24
DATE OF SURVEY	10/15/11	25
DATE OF SURVEY	10/15/11	26
DATE OF SURVEY	10/15/11	27
DATE OF SURVEY	10/15/11	28
DATE OF SURVEY	10/15/11	29
DATE OF SURVEY	10/15/11	30
DATE OF SURVEY	10/15/11	31
DATE OF SURVEY	10/15/11	32
DATE OF SURVEY	10/15/11	33
DATE OF SURVEY	10/15/11	34
DATE OF SURVEY	10/15/11	35
DATE OF SURVEY	10/15/11	36
DATE OF SURVEY	10/15/11	37
DATE OF SURVEY	10/15/11	38
DATE OF SURVEY	10/15/11	39
DATE OF SURVEY	10/15/11	40
DATE OF SURVEY	10/15/11	41
DATE OF SURVEY	10/15/11	42
DATE OF SURVEY	10/15/11	43
DATE OF SURVEY	10/15/11	44
DATE OF SURVEY	10/15/11	45
DATE OF SURVEY	10/15/11	46
DATE OF SURVEY	10/15/11	47
DATE OF SURVEY	10/15/11	48
DATE OF SURVEY	10/15/11	49
DATE OF SURVEY	10/15/11	50
DATE OF SURVEY	10/15/11	51
DATE OF SURVEY	10/15/11	52
DATE OF SURVEY	10/15/11	53
DATE OF SURVEY	10/15/11	54
DATE OF SURVEY	10/15/11	55
DATE OF SURVEY	10/15/11	56
DATE OF SURVEY	10/15/11	57
DATE OF SURVEY	10/15/11	58
DATE OF SURVEY	10/15/11	59
DATE OF SURVEY	10/15/11	60
DATE OF SURVEY	10/15/11	61
DATE OF SURVEY	10/15/11	62
DATE OF SURVEY	10/15/11	63
DATE OF SURVEY	10/15/11	64
DATE OF SURVEY	10/15/11	65
DATE OF SURVEY	10/15/11	66
DATE OF SURVEY	10/15/11	67
DATE OF SURVEY	10/15/11	68
DATE OF SURVEY	10/15/11	69
DATE OF SURVEY	10/15/11	70
DATE OF SURVEY	10/15/11	71
DATE OF SURVEY	10/15/11	72
DATE OF SURVEY	10/15/11	73
DATE OF SURVEY	10/15/11	74
DATE OF SURVEY	10/15/11	75
DATE OF SURVEY	10/15/11	76
DATE OF SURVEY	10/15/11	77
DATE OF SURVEY	10/15/11	78
DATE OF SURVEY	10/15/11	79
DATE OF SURVEY	10/15/11	80
DATE OF SURVEY	10/15/11	81
DATE OF SURVEY	10/15/11	82
DATE OF SURVEY	10/15/11	83
DATE OF SURVEY	10/15/11	84
DATE OF SURVEY	10/15/11	85
DATE OF SURVEY	10/15/11	86
DATE OF SURVEY	10/15/11	87
DATE OF SURVEY	10/15/11	88
DATE OF SURVEY	10/15/11	89
DATE OF SURVEY	10/15/11	90
DATE OF SURVEY	10/15/11	91
DATE OF SURVEY	10/15/11	92
DATE OF SURVEY	10/15/11	93
DATE OF SURVEY	10/15/11	94
DATE OF SURVEY	10/15/11	95
DATE OF SURVEY	10/15/11	96
DATE OF SURVEY	10/15/11	97
DATE OF SURVEY	10/15/11	98
DATE OF SURVEY	10/15/11	99
DATE OF SURVEY	10/15/11	100