

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

THIS INDENTURE made this 6th day of February, 2017, between Owner(s) Honeywell International Inc., a Delaware corporation, successor in interest by merger or name change to AlliedSignal Inc., Allied-Signal Inc., Allied Chemical Corporation, Allied Corporation, Allied Chemical & Dye Corporation, having an office at 101 Columbia Road, Morristown, New Jersey 07960, County of Morris, State of New Jersey (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 1027 Perry Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 122.12 Block 1 Lot 3, being the same as that property conveyed to Grantor by deed dated January 24, 1958 and recorded in the Erie County Clerk's Office in Liber and Page 6272/97. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.9375 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 23, 2013 and last revised January 14, 2016 prepared by Matthew M. Webb, PLS on behalf of Bock & Clark's National Surveyors Network, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Parcel "A" in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 340 Elk Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 122.12 Block 1 Lot 7.1, being the same as that property conveyed to Grantor by deeds dated:

- 1) November 26, 1945 and recorded in the Erie County Clerk's Office in Liber and Page 3806/143.
- 2) November 1, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4011/265.
- 3) November 18, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4020/391.
- 4) November 19, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4021/421.
- 5) November 19, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4022/31.
- 6) November 20, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4022/36.
- 7) November 21, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4023/192.
- 8) November 20, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4023/530.
- 9) November 21, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4023/544.
- 10) November 22, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4024/321.
- 11) December 3, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4030/328.
- 12) November 20, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4041/216.
- 13) December 9, 1946 and recorded in the Erie County Clerk's Office in Liber and Page 4051/23.
- 14) May 7, 1947 and recorded in the Erie County Clerk's Office in Liber and Page 4108/79.
- 15) August 18, 1947 and recorded in the Erie County Clerk's Office in Liber and Page 4202/421.
- 16) September 12, 1947 and recorded in the Erie County Clerk's Office in Liber and Page 4185/492.
- 17) March 31, 1949 and recorded in the Erie County Clerk's Office in Liber and Page 4496/277.
- 18) November 1, 1951 and recorded in the Erie County Clerk's Office in Liber and Page 5018/545.

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 6.8954 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 23, 2013 and last revised January 14, 2016 prepared by Matthew M. Webb, PLS on behalf of Bock & Clark's National Surveyors Network, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Parcel "B" in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 338 Elk Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 122.12 Block I Lot 7.2, being the same as that property conveyed to Grantor by deed dated September 9, 1985 and recorded in the Erie County Clerk's Office in Liber and Page 9494/685. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.2658 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 23, 2013 and last revised January 14, 2016 prepared by Matthew M. Webb, PLS on behalf of Bock & Clark's National Surveyors Network, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Parcel "C" in Schedule A; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: B9-0853-13-05, 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:

Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

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

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

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

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

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

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

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

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

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

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

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

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

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

Property and all Department-approved amendments to that SMP.

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

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

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

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the 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: 915002
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.

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SCHEDULE "A" PROPERTY DESCRIPTION

BEING THE SAME PIECES AND OR PARCELS OF LAND CONVEYED TO ALLIED CHEMICAL & DYE CORPORATION AND TO ALLIED CORPORATION FROM LEHIGH VALLEY RAILROAD COMPANY TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 1/24/1958 AND RECORDED 2/25/1958 IN LIBER 6272 OF DEEDS, PAGE 97 (PARCEL A), FROM A) ORSON E. YEAGER AND KATHERINE C. YEAGER TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/26/1945 AND RECORDED 12/11/1945 IN LIBER 3806 OF DEEDS, PAGE 143; AND B) MARION V. SCHILK TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/1/1946 AND RECORDED 11/1/1946 IN LIBER 4011 OF DEEDS, PAGE 265; AND C) CARL P. KLINE AND HAZEL M. KLINE TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/18/1946 AND RECORDED 11/18/1946 IN LIBER 4020 OF DEEDS, PAGE 391; AND D) EDWARD P. O'BRIEN AND C. DOROTHY O'BRIEN TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/19/1946 AND RECORDED 11/19/1946 IN LIBER 4021 OF DEEDS, PAGE 421; AND E) JOHN WILK AND ROSE WILK TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/19/1946 AND RECORDED 11/19/1946 IN LIBER 4022 OF DEEDS, PAGE 31; AND F) WLADYSLAW KONIECZNY A/K/A WALTER KONIECZNY TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/20/1946 AND RECORDED 11/20/1946 IN LIBER 4022 OF DEEDS, PAGE 236; AND G) JOHN WNUK A/K/A JAN WNUK AND MAGDALENA WNUK TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/21/1946 AND RECORDED 11/21/1946 IN LIBER 4023 OF DEEDS, PAGE 192; AND H) JOHN J. MULLEN AND AGNES V. MULLEN TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/20/1946 AND RECORDED 11/21/1946 IN LIBER 4023 OF DEEDS, PAGE 530; AND I) WILLIAM C. SIMMONS AND CATHERINE E. SIMMONS TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/21/1946 AND RECORDED 11/21/1946 IN LIBER 4023 OF DEEDS, PAGE 544; AND J) MARY A. FLEISS TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/15/1946 AND RECORDED 11/22/1946 IN LIBER 4024 OF DEEDS, PAGE 321; AND K) MARTIN J. BUTLER AND SARAH BUTLER TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 12/3/1946 AND RECORDED 12/3/1946 IN LIBER 4030 OF DEEDS, PAGE 328; AND L) JOSEPH A. WECHTER AS EXECUTOR AND TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF JOSEPH L. MCCLURE, LATE OF ERIE COUNTY, TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/20/1946 AND RECORDED 11/21/1946 IN LIBER 4041 OF DEEDS, PAGE 216; AND M) ELIZABETH MOYNIHAN, KATHERINE MOYNIHAN A/K/A KATHRYN MOYNIHAN, JENNIE L. MOYNIHAN A/K/A JANE L. MOYNIHAN, MARY E. KELSEY, MARGARET L. KELSEY, HENRY C. KELSEY, EDWARD J. KELSEY AND HENRY J. KELSEY TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 12/9/1946 AND RECORDED 12/9/1946 IN LIBER 4051 OF DEEDS, PAGE 23; AND N) FLORENCE FRIED TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 5/7/1947 AND RECORDED 5/7/1947 IN LIBER 4108 OF DEEDS, PAGE 79; AND O) THE BUFFALO CREEK RAILROAD COMPANY, ERIE RAILROAD COMPANY AND LEHIGH VALLEY RAILROAD COMPANY TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 8/18/1947 AND RECORDED 10/7/1947 IN LIBER 4202 OF DEEDS, PAGE 421; AND P) MICHAEL WALSH AND HANNAH WALSH TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 9/12/1947 AND RECORDED 9/15/1947 IN LIBER 4185 OF DEEDS, PAGE 492; AND Q) EDWARD WARTINGER SR. AND EDWARD

WARTINGER JR. TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 3/31/1949 AND RECORDED 4/1/1949 IN LIBER 4496 OF DEEDS, PAGE 277; AND R) BERTHA C. DAMINSKI TO ALLIED CHEMICAL & DYE CORPORATION BY DEED DATED 11/1/1951 AND RECORDED 11/1/1951 IN LIBER 5018 OF DEEDS, PAGE 545 (PARCEL B) AND FROM BUFFALO COLOR CORPORATION BY DEED DATED 9/19/1985 AND RECORDED 10/4/1985 IN LIBER 9494 OF DEEDS, PAGE 685 (PARCEL C) RECORDED IN THE ERIE COUNTY CLERK'S OFFICE

ENVIRONMENTAL EASEMENT AREA DESCRIPTION - PARCEL A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE CITY OF BUFFALO, IN THE COUNTY OF ERIE, AND STATE OF NEW YORK, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE LINE OF PERRY STREET (66' WIDE PUBLIC R.O.W.), SAID POINT BEING 509.29' WESTERLY FROM THE INTERSECTION OF THE SOUTHERLY SIDE LINE OF PERRY STREET WITH THE WESTERLY SIDE LINE OF PEABODY STREET (50' WIDE PUBLIC R.O.W.), THENCE RUNNING FROM SAID BEGINNING POINT:

1. ALONG SAID SOUTHERLY SIDE LINE OF PERRY STREET SOUTH 76° 42' 38" EAST, 238.40 FEET TO A POINT; THENCE
2. SOUTH 13° 33' 35" WEST, 172.10 FEET TO A POINT; THENCE
3. NORTH 76° 12' 19" WEST, 239.10 FEET TO A POINT; THENCE
4. NORTH 13° 47' 41" EAST, 170.00 FEET TO THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: SECTION 122.12 BLOCK 1 LOT 3

ENVIRONMENTAL EASEMENT AREA DESCRIPTION - PARCEL B

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE CITY OF BUFFALO, IN THE COUNTY OF ERIE, AND STATE OF NEW YORK, AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE LINE OF ELK STREET (66' WIDE PUBLIC R.O.W.) WITH THE WESTERLY SIDE LINE OF PEABODY STREET (50' WIDE PUBLIC R.O.W.), THENCE RUNNING FROM SAID BEGINNING POINT:

1. ALONG SAID NORTHERLY SIDE LINE OF ELK STREET NORTH 76° 15' 19" WEST, 107.00 FEET TO A POINT IN THE DIVISION LINE WITH PARCEL C; THENCE
2. NORTHERLY AND WESTERLY IN GENERAL DIRECTION ALONG THE DIVISION LINE WITH PARCEL C THE FOLLOWING FOUR (4) BEARING AND DISTANCES: PARALLEL WITH PEABODY STREET NORTH 13° 34' 41" EAST, 115.64 FEET TO A POINT; THENCE
3. NORTH 76° 18' 29" WEST, 255.06 FEET TO A POINT; THENCE
4. SOUTH 13° 40' 31" WEST, 43.00 FEET TO A POINT; THENCE
5. NORTH 76° 18' 29" WEST, 347.08 FEET TO A POINT IN THE EASTERLY SIDE LINE OF THE BUFFALO CREEK RAILROAD LAND; THENCE

6. ALONG THE SAME NORTH 26° 21' 31" EAST, 516.11 FEET TO A POINT; THENCE
7. STILL ALONG THE SAME NORTH 26° 22' 26" EAST, 111.52 FEET TO A POINT IN THE SOUTHERLY SIDE LINE OF PERRY STREET (66' WIDE PUBLIC R.O.W.); THENCE
8. SOUTHEASTERLY ALONG SAID SOUTHERLY SIDE LINE OF PERRY STREET SOUTH 76° 42' 38" EAST, 60.79 FEET TO A POINT; THENCE
9. SOUTHWESTERLY ALONG THE WESTERLY SIDE OF PARCEL A SOUTH 13° 47' 41" WEST, 170.00 FEET TO POINT; THENCE
10. SOUTHEASTERLY ALONG THE SOUTHERLY SIDE OF PARCEL A SOUTH 76° 12' 19" EAST, 239.10 FEET TO A POINT; THENCE
11. SOUTH 13° 33' 35" WEST, 12.36 FEET TO A POINT; THENCE
12. SOUTH 76° 31' 19" EAST, 164.10 FEET TO A POINT; THENCE
13. NORTH 13° 34' 41" EAST, 15.00 FEET TO A POINT; THENCE
14. SOUTH 76° 31' 19" EAST, 107.00 FEET TO A POINT IN THE WESTERLY SIDE LINE OF SAID PEABODY STREET; THENCE
15. SOUTHWESTERLY ALONG SAID WESTERLY LINE OF PEABODY STREET SOUTH 13° 34' 41" WEST, 518.75 FEET TO THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: SECTION 122.12 BLOCK 1 LOT 7.1

ENVIRONMENTAL EASEMENT AREA DESCRIPTION - PARCEL C

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE IN THE CITY OF BUFFALO, IN THE COUNTY OF ERIE, AND STATE OF NEW YORK, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE LINE OF ELK STREET (66' WIDE PUBLIC R.O.W.), SAID POINT BEING 107.00' WESTERLY FROM THE INTERSECTION OF THE NORTHERLY SIDE LINE OF ELK STREET WITH THE WESTERLY SIDE LINE OF PEABODY STREET (50' WIDE PUBLIC R.O.W.), THENCE RUNNING FROM SAID BEGINNING POINT:

1. NORTHWESTERLY ALONG SAID NORTHERLY SIDE LINE OF ELK STREET NORTH 76° 15' 19" WEST, 618.56 FEET TO A POINT IN THE EASTERLY SIDE LINE OF THE BUFFALO CREEK RAILROAD LAND; THENCE
2. ALONG THE SAME NORTH 26° 21' 31" EAST, 73.87 FEET TO A POINT; THENCE
3. EASTERLY AND NORTHERLY IN A GENERAL DIRECTION ALONG THE DIVISION LINE WITH PARCEL B THE FOLLOWING FOUR (4) BEARING AND DISTANCES: SOUTH 76° 18' 29" EAST, 347.08 FEET TO A POINT; THENCE
4. NORTH 13° 40' 31" EAST, 43.00 FEET TO A POINT; THENCE
5. SOUTH 76° 18' 29" EAST, 255.06 FEET TO A POINT; THENCE
6. SOUTH 13° 34' 41" WEST, 115.64 FEET TO THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: SECTION 122.12 BLOCK 1 LOT 7.2

ASSURANCE NOTE:

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY PROFORMA NO. 593836 BEARING NO EFFECTIVE DATE.