

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the “Agreement”) is made as of the Effective Date, as hereinafter defined, by and between **AGC, Inc.**, a New York State corporation organized and existing under the Laws of the State of New York with principal offices at 650 Exchange Street, Buffalo, New York 14210 (the “Owner”), and

BUFFALO SEWER AUTHORITY, a public benefit corporation organized and existing under the Laws of the State of New York, with principal offices at 65 Niagara Square, City Hall Room 1038, Buffalo, New York 14202 (the “Authority”). The Owner and the Authority may also be referred to individually as a “Party,” and collectively as the “Parties.”

W I T N E S S E T H :

WHEREAS, Owner is the owner of real property commonly known as 236 Larkin Street, Buffalo, New York (tax parcel number 122.25-2-13.21) and which is more particularly described in a Quit Claim Deed by Consolidated Rail Corporation to AGC, Inc. dated June 17, 1988 and recorded on June 15, 1989 in the Erie County Clerk’s Office in Book 10035 of Deeds at Page 172 (the “Owner’s Property”); and

WHEREAS, in 1873 the City of Buffalo (the “City”) acquired fee title to an approximately forty (40) feet wide strip of land (the “1873 Property”) that runs and extends through and beyond the Owner’s Property which includes among other things an underground sewer tunnel and related Sewer Facilities (as hereinafter defined), commonly referred to as the Mill Race Tunnel, which tunnel is connected to the Authority’s Sewer Facilities and is more particularly described in an Order of the Superior Court of Buffalo dated January 31, 1873 and recorded on September 24, 1873 in Liber 334 of Deeds at page 210 in the Office of the Erie County Clerk; and

WHEREAS, by a separate agreement, the Owner intends to convey to the City of Buffalo (the “City”), for the benefit of the Authority, a portion of the Owner’s Property, which contains an underground Mill Race that is connected to the Authority’s Sewer Facilities (as hereinafter defined) and which property is more particularly described and depicted on a survey by Frandina Engineering & Surveying, P.C., last revised on September 13, 2022, attached hereto and made a part hereof as Exhibit A (the “Real Property”); and

WHEREAS, by this Agreement, the Owner has agreed to grant the Authority the right, privilege and authority to enter upon, use and occupy the Real Property, in advance of the conveyance to the City, and also access to another portion of the Owner’s Property, which property is more particularly described and depicted on a survey by Frandina Engineering & Surveying, P.C., last revised on May 18, 2022 attached hereto and made a part hereof as Exhibit B (the “Temporary Use Property”). The Real Property and the Temporary Use Property shall be collectively referred to as the “Project Property”; and

WHEREAS, Owner's grant of access to the Project Property is subject to the limitations stated in this Agreement, for the Term, as hereinafter defined, to enable the Authority, and its employees, agents, representatives, contractors, subcontractors, consultants and other invitees (individually an "Authorized Party" and collectively the "Authorized Parties"), to undertake the Project, as hereinafter defined; and

WHEREAS, the Authority plans to construct Sewer Facilities on the Real Property and will use the Temporary Use Property during the Term to undertake construction in support of and in furtherance of the Authority's construction of real time control improvements in the Mill Race and other Sewer Facilities that service the City of Buffalo, and which will be installed on the Real Property (collectively the "Project").

NOW, THEREFORE, in consideration of the mutual exchange of the promises and covenants recited herein, the execution of a Purchase and Sale Agreement for the Real Property, and for other good and valuable consideration delivered by and between the Parties, the Parties agree as follows:

1. Grant of Access. The Owner does hereby grant the Authority and the Authorized Parties, the right, privilege and authority to enter upon, use and occupy the Project Property, subject to the limitations stated in this Agreement, for the Term, and sets over unto the Authority, a non-exclusive right of access, use and occupancy of the Project Property, in common with the Owner, during the Term, to be exercised in, on, over, under, through, and across the Project Property, to facilitate the Authority's construction of the Project and Sewer Facilities, now within or hereafter to be placed within the Real Property, and for other Sewer Purposes, as hereinafter defined, as the Authority may now or shall from time to time during the Term of this Agreement, deem necessary or useful for the transmission of sanitary sewage and related functions (hereinafter referred to as the "Access Rights"). This grant of Access Rights is subject, however, to the condition that the Authority, acting in concert with the City, will complete the acquisition of the Real Property no later than one hundred eighty (180) days from the Effective Date of this Agreement. In the event such acquisition is not completed by such time, the Owner reserves the right to terminate the Access Rights granted hereby, upon written notice delivered to the Authority. Upon receipt of such notice of termination, the Authority shall remove and/or cause the Authorized Parties to remove all of its and/or their equipment, tools, vehicles, supplies and materials from the Project Property, and restore the Project Property, as reasonably feasible to the same condition or functionally equivalent condition that existed prior to the commencement of the Project.

2. Covenant of Cooperation for Use of the Project Property. The Owner and the Authority acknowledge and agree that they will coordinate their respective access, use and occupancy of the Project Property with the Authorized Parties to enable them all to conduct their respective operations in a manner that reasonably minimizes disruption of the Owner's on-going business operations and permits the Authority and the Authorized Parties to conduct and complete the Project in a timely and efficient manner, including, but not limited to, ingress and egress of trucks and motor vehicles, transport, delivery and storage of supplies, materials, products, equipment, tools, and other resources for the Project. To those ends, the Authority, in conjunction with its general contractor Kandey Company, Inc. ("Kandey") will develop a construction plan, including but not limited to, schedule of construction, staging, movement and placement of vehicles, equipment, tools, materials, supplies, products and other resources (collectively the

“Authority’s Resources”) to be used solely to perform the Project. This construction plan shall be developed in joint meetings and on-going communications by and between the Authority, Kandey, the Authorized Parties, the Owner and other interested parties, and shall be updated and revised as necessary and appropriate during the Term. At a minimum, such parties shall meet monthly to coordinate their work and schedules, and shall exchange information concerning the construction and performance of the Project and the Owner’s needs and plans for the shared use of the Project Property. The Owner and the Authority agree that parking for the Authorized Parties will be limited to no more than seven (7) parking spaces in the exiting parking lot located at the west portion of 711 Exchange Street. The Owner and the Authority further agree that the Authorized Parties are prohibited from accessing the Project Property from the storage area located at 236 Larkin Street.

3. Term. The Term of this Agreement shall be for an initial period of twelve (12) months (the “Initial Period”) with the right to extend this Agreement and the Access Rights for up to an additional twelve (12) months (the “Additional Period”) for a total Term of up to two (2) years from the Effective Date (the “Term”). The purpose of the grant of this Term is to undertake and complete the Project, and to enable the Authority’s Principal Engineer, in his/her/their professional judgment to accept the Sewer Facilities after determining that construction and implementation of the Project is completed consistent with the Authority’s plans and specifications, including but not limited to, a determination that all permitting requirements are satisfied for the construction of the Sewer Facilities.

4. Access Rights Fee.

- A) The Authority shall pay the sum of Twelve Thousand Dollars (\$12,000.00) for the Initial Period of this Agreement (the “Initial Access Fee”), based upon an aggregate of 24,000 square feet of the Project Property, consisting of 8,125 square feet for the Real Property and 15,875 square feet for the Temporary Use Property, as determined by the surveys attached hereto as Exhibits A and B, respectively. The Authority shall pay this Initial Access Fee upon the Effective Date of this Agreement. Except as otherwise provided herein, the Authority shall pay the sum of Eighteen Thousand Dollars (\$18,000.00) for the Additional Period of this Agreement (the “Additional Access Fee”), upon the commencement date of the Additional Period.
- B) No later than sixty (60) days before the expiration of the Initial Period, the Authority shall deliver a notice to the Owner indicating the amount of time up to twelve (12) months of the Additional Period that the Authority plans to use the Project Property in whole or in part. In the event the Authority plans to use the Project Property for less than twelve (12) months, the Additional Access Fee shall be One Thousand Five Hundred Dollars (\$1,500.00), per month of use, and shall be due and payable in advance on the first day of each month of use during the Additional Period. In the alternative, upon mutual agreement, the Additional Access Fee may be paid on a quarterly basis in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) for each three (3) month period of the Additional Period.

- C) Also, in the event the Authority plans to use only a portion of the Project Property, the Authority shall define such portion with a new survey map, with metes and bounds, and describe the extent of such property it will use that is less than the whole Project Property during the Additional Period. The Additional Access Fee shall be adjusted for the Additional Period, by multiplying the Additional Access Fee by a fraction: the numerator of which shall be the square footage of the Project Property that the Authority will continue to use, and denominator shall be the aggregate square footage of the Project Property (24,000 square feet), and multiplied by the time for the remainder of the Term that the Authority plans to use the Project Property.
- D) In the event the Authority pays the entire Additional Access Fee at the commencement of the Additional Period, as provided above, but is able to complete the Project in less time, and returns the Temporary Use Property to the Owner in condition satisfactory to the Owner (it being agreed however that as long as the Authority returns the Temporary Use Property to the Owner in a condition as reasonably feasible to the same condition or functionally equivalent condition that existed prior to the commencement of the Project, that the Owner shall accept such condition), the Owner shall refund and pay the Authority the balance of the Additional Access Fee the Authority has paid, calculated at \$1,500.00 per month (or \$30.00 per day) multiplied by the time the Authority does not use the Temporary Use Property during the Additional Period and is able to return use thereof to the Owner.
- E) In addition to payment of the Access Fee and Additional Access Fee herein, the Authority agrees to reimburse the Owner for its reasonable attorney fees and costs that the Owner has incurred in connection with the conveyance of the Real Property and the grant of the Access Rights to the Project Property in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the "Owner's Attorney Fees"). At the Closing of the conveyance of the Real Property to the City, the Owner shall deliver to the Authority a copy of the invoice and/or receipt for such fees as issued by Rupp Pfalzgraf LLC. The Authority shall pay such Owner's Attorney Fees to the Owner at the time of the Closing of the conveyance of the Real Property. In the event the conveyance of the Real Property is not completed on account of a permitted termination or cancellation of the Purchase and Sale Agreement, or the conveyance is not approved by the City within one hundred eighty (180) days from the Effective Date of this Agreement, and this Access Agreement is terminated, the Authority shall pay the Owner's Attorney Fees to the Owner, upon delivery of a copy of the invoice and/or receipt for such fees as issued by Rupp Pfalzgraf LLC, in connection with the close out of this Access Agreement.

5. Maintenance. The Authority shall have responsibility for the cost of maintaining and repairing the Temporary Use Property that the Authorized Parties use and occupy, and returning it to the Owner, at the end of the Term, in a condition as reasonably feasible to the same condition or functionally equivalent condition that existed prior to the commencement of the

Project, except as the need to repair and maintain may be a result of the Owner's or Owner's employees, agents, contractors or invitees actions or negligence. During the Term of this Agreement, the Owner and Owner's employees, agents, contractors, and invitees and Owner's successors and assigns shall not disturb, move, remove or relocate or have any use or possession of the Authority's Resources.

6. Sewer Purposes. Sewer Purposes, as used herein, in connection with the exercise of rights under this Agreement shall include, but not be limited to, the right, privilege and authority (but not the obligation) to construct, alter, remove, operate, inspect, maintain, repair, replace and/or improve the Sewer Facilities now within, or that may hereafter be installed, placed, constructed, reconstructed, repaired, altered or replaced, improved and/or built within, the Real Property. The Access Rights are given together with the right of the Authority and the Authorized Parties to enter upon the Project Property, and to utilize the same, whenever necessary, useful or appropriate for the reasonable exercise of the rights and privileges granted herein.

7. Sewer Facilities. Sewer Facilities, as used herein, shall include, but not be limited to, all real time controls, underground passages, underground sewer passageways, pipes, conduits, valves, pumps, basins, drains, storage facilities, transmission facilities, manholes, hand holes, fittings, braces, foundations, meters, fixtures, and other property or equipment of whatever description and appurtenances existing, used, employed, operated, maintained, placed, installed, built, constructed, reconstructed, repaired and/or replaced in the Real Property, whether now existing or hereafter devised for the purpose of accumulating, storing, pumping, transmitting and/or distributing wastewater, sanitary sewage, industrial discharges and stormwater to and through the Real Property. The Sewer Facilities in the Real Property shall remain the property of the Authority, its successors and assigns. Nothing in this Agreement permits or grants the Owner or anyone else the right to tap in to or otherwise to connect in to the Sewer Facilities. Tap in and/or connection opportunities are subject to the Authority's full permit and approval processes.

8. Transfer of Other Rights. During the Term of this Agreement, Owner shall not grant other easements, rights, licenses or other interests of whatever description or kind within, over, along, upon, near or affecting the Project Property, without the Authority's express prior written consent, such consent to be granted or withheld in Authority's sole discretion.

9. Rights Granted. During the Term of this Agreement, the Access Rights granted herein shall run with the land and be binding upon and inure to the benefit of the City, the Authority and the Authority's assigns and/or successors in interest. The rights granted herein are divisible and assignable in whole or in part with the written consent of, or notice to, the Owner, which written consent shall not be unreasonably delayed, denied or conditioned. The Authority shall have the right to exercise the rights granted herein jointly and severally.

10. Cooperation. Each Party agrees to take all steps, execute and deliver such further documents and perform such acts as may be reasonably requested by the other Party in order to effectuate the purposes of this Agreement. It is the intention of the Parties hereto that the rights and privileges granted by this Agreement as to the scope and size of the Project Property shall be defined by the description contained in Exhibit A and B and will be exercised in accordance with the terms and conditions provided herein. The Owner and Authority shall cooperate with each other to modify the area or description of the Project Property by executing and recording, if

requested by either Party, at any time hereafter a document dated subsequent to the date hereof which more precisely and/or accurately describes the Project Property in the event the actual area of the Real Property or the Temporary Use Property differs from that shown on Exhibit A and Exhibit B, respectively.

11. No Objectionable Encumbrances. To the Owner's knowledge, without a duty of investigation or inquiry, Owner warrants and represents to the City and the Authority that the Owner's interest in the portion of the Project Property through which the Access Rights run, is not encumbered with any mortgage, liens, security interests, other easements or rights of others in any respect whatsoever, or if so encumbered, the lien holder, or any other party with an interest that may be superior or prior to the interest of the Authority in the Project Property has consented to the grant of the Access Rights, and has subordinated its interest to the interest of the City and the Authority herein.

12. Authority Self-Insurance and Indemnification. The Authority is a self-insured public benefit corporation of the State of New York, has agreed to indemnify, defend and hold harmless the Owner and Alp Steel Corp., as more particularly provided in this Agreement. The Authority has a process pursuant to the Public Authorities Law (PAL) §1175 et al. to address claims for damages and other liabilities, arising from or in connection with its use of the Project Property and this Agreement. To the fullest extent permitted by law, the Authority, shall defend, indemnify and hold harmless the Owner and each of its respective directors, partners, shareholders, managers, members, representatives, agents and employees from and against any and all claims, obligations, litigation, defenses, suits, liens, judgments, costs, damages, losses and expenses whatsoever or however described, including but not limited to, reasonable attorney fees, expert fees and court costs which may now or in the future be undertaken, suffered paid, awarded, assessed, imposed, asserted or otherwise incurred by the Owner, and each of its respective directors, partners, shareholders, managers, members, representatives, agents and employees at any time arising in whole or in part from the actions or negligence of the Authority and/or its employees, agents, contractors' use of or operations on the Project Property during the Term of this Agreement, excepting and excluding any claims, suits, liens, judgments, damages, losses, expenses, including attorney fees, court costs and expert fees, caused by the actions or negligence of the Owner or Alp Steel Corp., or their respective employees, agents, invitees or contractors. In the event the Owner and/or Alp Steel Corp. require defense and/or indemnification under this Agreement, the Authority agrees that the Owner and/or Alp Steel Corp. may select legal representation of its own choosing, upon the prior written consent and approval of the Authority, which will not be unreasonably denied, delayed or conditioned.

13. Project Insurance Covenants. As part of the Authority's contract with Kandey, Kandey has agreed to provide certain insurance, as more particularly provided herein. In consideration of the grant of Access Rights under this Agreement, the Authority has obtained general liability insurance coverage and automobile liability insurance coverage both to be evidenced on an ACORD form insurance certificate naming the Authority as the additional insured party under the general liability insurance coverage and under automobile liability insurance coverage (and also specifying the scope of the allowed access and Project work objective) and as certificate holder for both the general liability insurance coverage and the automobile liability insurance coverage. The Authority is also named as the additional insured under any excess umbrella liability insurance policy coverage carried by Kandey. This insurance coverage shall be

maintained for the duration of work associated with the Project and this Agreement in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for injuries (or death) sustained and not less than Two Million Dollars (\$2,000,000) aggregate for injuries (or death) sustained, with coverage to also include not less than Three Hundred Thousand Dollars (\$300,00) for property damage, together with an excess/umbrella liability insurance policy of at least Five Million Dollars (\$5,000,000), and an automobile liability insurance policy of at least One Million Dollars (\$1,000,000) (any vehicle), with the Authority named as the additional insured party. Kandey also provides the Authority with an Owner's and Contractor's Protective Liability insurance policy in the amount of at least Two Million Dollars (\$2,000,000) naming the Authority as the named insured, Kandey as the Designated Contractor and specifying the job as "construction of or placement of Buffalo Sewer Authority Facilities at 236 Larkin Street, Buffalo, New York." The insurance companies shall be admitted in New York State. The Authority has also required Kandey to provide Worker's Compensation Insurance for the benefit of the Authority, who will keep such insurance in effect during the life of the Project work, such employees as are necessary to be insured in compliance with the provisions of the Worker's Compensation Law of the State of New York on the New York form with the City and the Authority as the certificate holder. Kandey shall also provide evidence of disability insurance coverage on the New York form with the City and the Authority being the certificate holder.

14. Environmental Covenants.

- A) To the best knowledge of the Owner, without any investigation, due diligence and/or inquiry, there are no known recognized environmental conditions on the Project Property or the presence of any material environmental contamination that would otherwise require remediation or removal of hazardous substance, hazardous waste, pollution, petroleum products or petroleum waste, contaminated substances or waste of any kind, as defined by the New York State Environmental Conservation Law, other applicable state and federal laws and/or regulations (collectively "Hazardous Materials") that could reasonably be expected to result in any recognized environmental conditions or a material adverse effect on the Project Property.
- B) The Authority accepts the use of the Project Property granted hereby in AS IS CONDITION, SUBJECT TO ALL DEFECTS, IF ANY.
- C) To the extent allowable by law, the Authority waives any claims it may have against the Owner and Alp Steel Corp. as a result of the Authority or any of the Authority's respective directors, managers, members, representatives, agents, employees and contractors' use of and access to the Project Property, and further releases the Owner and Alp Steel Corp. from any and all liability for any such claims, except in the event a claim is due solely to the actions or negligence of the Owner or Alp Steel Corp., or their respective employees, agents, invitees or contractors.
- D) To the best knowledge of the Owner, without any investigation, due diligence and/or inquiry, there is no suit, action or litigation, administrative

hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation affecting Owner, the Project Property or any portion of it (including environmental or land use proceedings) pending or, threatened which, if resolved adversely, would adversely affect the Project Property or any portion or component of it, or the ability of the Owner to deliver access to use the Project Property for its intended purposes. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Owner. The Owner has not received written notice of any violation of any laws, ordinances, requirements, orders, codes or regulations relating to the Project Property or any portion of it which violation remains uncured or on the ability of Owner to consummate the transaction contemplated herein, and Owner has not received any notice of any claimed default with respect to any of the foregoing.

If, during the exercise of the Access Rights granted herein, the Authority or any of its employees, agents, consultant or contractors generate any Hazardous Materials, whether directly or indirectly as a result of their activities, the Authority shall take full and complete responsibility for the proper characterization, handling and ultimate disposal of those Hazardous Materials in accordance with applicable Federal, State or Local laws. The Authority shall designate itself as the “generator” with respect to the handling of any Hazardous Materials encountered during the exercise of the Access Rights granted herein. The Authority shall provide copies of any and all test reports, disposal records and communications with any regulatory agency with respect to the characterization, handling and disposal of any Hazardous Materials on and/or at the Project Property.

15. Entire Agreement. This Agreement contains the sole and complete understanding of the Parties hereto with respect to the Access Rights granted herein and all of the covenants and representations of the Parties hereto, and supersedes all prior written or oral agreements and understandings with respect to the terms of this Agreement. This Agreement may be amended only by a writing executed by all of the Parties.

16. New York Law Governs and Disputes. This Agreement shall be construed in accordance with the laws of the State of New York, without reference to principles of conflicts of laws. Any proceedings relating to any disputes arising in connection with this Agreement or the Access Rights shall be held in a venue of State Supreme Court situated in Erie County, New York. The Parties irrevocably consent and submit to the personal jurisdiction of said court and agree not to challenge or assert any defense or challenge to the jurisdiction or venue of said court including *forum non conveniens*. Notwithstanding the foregoing, upon mutual agreement, the Parties may attempt to resolve any dispute(s) by alternative dispute resolution, including but not limited to, mediation and/or arbitration.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute a single, fully executed instrument. Upon full execution, this Agreement may be recorded at the sole cost of the Authority in the Erie County Clerk’s office.

18. Notices. All notices under this Agreement shall be in writing and shall be delivered personally, sent by certified or registered mail, return receipt requested, or by national courier, and addressed as follows:

To Owner:	AGC Inc. Post Office Box 1085 Buffalo, New York 14220 Attention: Robert Waver
with a copy to:	Rupp Pfalzgraf LLC 420 Main Street Liberty Building (Suite 1600) Buffalo, New York 14202 Attention: Elizabeth A. Holmes, Esq.
To Authority:	Buffalo Sewer Authority 1038 City Hall Buffalo, New York 14202 Attention: General Manager
with a copy to:	City of Buffalo Law Department 1101 City Hall, Buffalo, New York 14202 Attention: John V. Heffron, Esq.
with a copy to:	Barclay Damon LLP 200 Delaware Avenue, Suite 1200 Buffalo, New York 14202 Attention: Charles C. Martorana, Esq.

Any such notice or other communication shall be deemed to have been given and received on the first day on which it was delivered or delivery is refused (or, if such day is not a business day, on the next following business day). Notices to the attorney for a Party are for informational purposes only and shall also be deemed to be notices to such Party. Any Party may at any time change its address for service of notices and other communications by giving notice to the other Parties in accordance with this section. Any such notice of a changed address shall be effective five (5) business days following the date of the other Parties' deemed receipt thereof.

19. Survivability. The representations, warranties and covenants herein and any other provision of this Agreement will survive and continue to bind the Parties after execution and delivery of this Agreement, to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the Parties pursuant to this Agreement.

20. No Waiver. Failure by any Party to insist upon strict performance of any provision herein by the other Party will not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent default by such other Party, and no waiver by a Party will be

effective unless it is in writing and duly executed by such Party.

21. Construction. All pronouns and any variation thereof will be deemed to refer to the masculine, feminine, neuter, singular and/or plural as the identity of the person or the context may require. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by both Parties and no presumption or burden of proof will arise favoring or disfavoring a Party by virtue of the authorship of any of the provisions of this Agreement or the changes made through revisions. Any reference to any federal, state, local, municipal or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” means “including, without limitation” and “includes” means “includes, without limitation.” The headings herein are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All provisions in the preamble of this Agreement shall be deemed a part of this Agreement.

22. Owner Authority. Owner has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions by any third parties, and this Agreement, when executed by the Parties, will constitute the valid and binding Agreement of Owner, as the case may be, in accordance with its terms.

23. Authority Approval. The Board of the Buffalo Sewer Authority approved this Agreement by resolution item number _____, dated the ____ day of _____, 2023.

24. Third Parties. Nothing herein, express or implied, is intended or will be construed to confer upon or give any person, other than the Parties and their respective successors and permitted assigns, any right or remedy under or by reason of this Agreement.

25. Cumulative Rights and Remedies. The rights and remedies of the Parties under this Agreement shall be in addition to and cumulative of, and not in lieu or exclusive of, any other rights or remedies of the Parties pursuant to this Agreement or any other document required or executed pursuant to this Agreement, at law or in equity.

26. 1873 Property. Notwithstanding anything contained in this Agreement which could be construed to the contrary, nothing contained in this Agreement shall be construed to diminish City’s claimed position of ownership regarding the 1873 Property.

[SIGNATURE PAGES FOLLOW]

24458832.8

AUTHORITY:

BUFFALO SEWER AUTHORITY

By: _____
Name: Oluwole A. McFoy, P.E.
Its: General Manager

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

On the ____ day of _____, in the year 2023, before me, the undersigned, personally appeared Oluwole A. McFoy, P.E. 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

CITY OF BUFFALO COUNTY OF ERIE

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

0 30 60 90

A.G.C., INC.
(RECORD OWNER)
SBL 122.25-2-13.21
L.10035, P.172

PORTION OF FEE PARCEL
OUTSIDE OF MILL RACE PARCEL
AREA=185.9± Sq. Ft.
0.004 ACRES±

42.55'
N85°31'00"W
N84°29'W (REC)

83.39'
N 76°23'40" W
PARALLEL WITH THE
SOUTHERLY LINE OF
L.10035, P.172

PORTION OF MILL
RACE WITHIN FEE
PARCEL AREA=
4,367.1± Sq. Ft.
0.100 ACRES±

127.85'
S. 85°31'00" E

POINT OF BEGINNING
PORTION OF MILL RACE
WITHIN FEE PARCEL

**PROPERTY TO
BE ACQUIRED**
8,125.0± Sq. Ft.
0.186± ACRES

POINT OF BEGINNING
SOUTHEAST CORNER
OF L.10035, P.172

125.0'
SOUTHERLY LINE OF
L.10035, P.172

TO BE ACQUIRED

LAND situate in the City of Buffalo, County of Erie, State of New York, being
page 8 of the Holland Land Company's Survey, more particularly described as

Westerly line of Larkin Street (50' wide) at the southeast corner of lands
recorded in the Erie County Clerk's Office in Liber 10035 of Deeds at page
Westerly line of Larkin Street a distance of 65.0 feet to a point; thence
Southerly line of Liber 10035, page 172 a distance of 125.0 feet to a point;
thence Larkin Street a distance of 65.0 feet to a point on the southerly line of
Westerly along the southerly line of lands conveyed by Liber 10035, page 172 a
distance of beginning, containing 8,125± Sq. Ft. or 0.186 acres more or less.

encumbrances of record or visible evidence.

to be acquired by the Buffalo Sewer Authority for the construction of a sewer system.

prepared for said purpose. Any extension of the use beyond the purpose agreed to, exceeds

the Education Law for any person, unless acting under the direction of a licensed surveyor to

benefit of an up to date abstract of title and is subject to any state of facts revealed by an

and recorded in the Erie County Clerk's Office in Liber 10035, page 172.

approximate.

PRELIMINARY
OUT FOR REVIEW 9/13/22

NO. 236 LARKIN STREET
SBL NO. 122.25-2-13.21

This map void unless Embossed with New
York State Licensed Land Surveyors Seal
No. 50510

PROPERTY TO BE ACQUIRED
PART OF LOT 14, TWP 11, RGE 8
OF THE HOLLAND LAND COMPANY'S SURVEY
CITY OF BUFFALO
COUNTY OF ERIE ~ STATE OF NEW YORK

FRANDINA ENGINEERING AND LAND SURVEYING, PC
CIVIL ENGINEERS and LAND SURVEYORS

1701 Hertel Avenue
Buffalo, New York 14216

Phone: (716) 883-1299
www.FRANDINA.com

DATE: 4/21/2020 SHEET: 1 OF 1 DWN BY: M. CHILDS
JOB NO.: 4513 SCALE: 1" = 30' CHK'D BY: RF

Rosanne Frandina, PE, LS

CITY OF BUFFALO
COUNTY OF ERIE

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

30 60 90

200.0'

PARALLEL WITH THE
SOUTHERLY LINE OF
L.10035, P.172

STONE

CONC.

TEMPORARY USE PROPERTY

15,875.0± Sq. Ft.
0.364± ACRES

PARALLEL WITH THE
SOUTHERLY LINE OF
L.10035, P.172

125.0'

PARCEL TO BE ACQUIRED
BY THE BUFFALO SEWER
AUTHORITY

POINT OF BEGINNING

CONC.

SET REBAR
& CAP

SOUTHEAST CORNER
OF L.10035, P.172

WALL

ERLY LINE OF
S, P.172

SA SA SA SA SA SA

GRASS

SAMH #008

LARKIN STREET
(50' WIDE)

DESCRIPTION

erly line of Larkin Street (50' wide) distant 65.0 feet northerly from the
d to A.G.C., Inc. by deed recorded in the Erie County Clerk's Office in Liber
e 8 of the Holland Land Company's Survey, more particularly described as

erly line of Larkin Street (50' wide) distant 65.0 feet northerly from the
d to A.G.C., Inc. by deed recorded in the Erie County Clerk's Office in Liber
e measured along said westerly line of Larkin Street; thence northerly along the
distance of 55.0 feet to a point; thence westerly and parallel to the southerly
distance of 200.0 feet to a point; thence southerly and parallel with Larkin
a point on the southerly line of Liber 10035, page 172; thence easterly
conveyed by Liber 10035, page 172 a distance of 75.0 feet to a point;
Larkin Street a distance of 65.0 feet to a point; thence easterly and parallel
L.10035, page 172 a distance of 125.0' to the point of beginning, containing
more or less.

assessments of record or visible evidence.

y use property agreement with the Buffalo Sewer Authority for the construction of a sewer

pared for said purpose. Any extension of the use beyond the purpose agreed to, exceeds the

Education Law for any person, unless acting under the direction of a licensed surveyor to

enefit of an up to date abstract of title and is subject to any state of facts revealed by an

recorded in the Erie County Clerk's Office in Liber 10035, page 172.

note.

NO. 236 LARKIN STREET
SBL NO. 122.25-2-13.21

TEMPORARY USE PROPERTY

PART OF LOT 14, TWP 11, RGE 8
OF THE HOLLAND LAND COMPANY'S SURVEY
CITY OF BUFFALO
COUNTY OF ERIE ~ STATE OF NEW YORK

FRANDINA ENGINEERING and LAND SURVEYING, PC
CIVIL ENGINEERS and LAND SURVEYORS

1701 Hertel Avenue
Buffalo, New York 14216

Phone: (716) 883-1299
www.FRANDINA.com

DATE : 5/18/2022

SHEET : 1 OF 1

DWN BY : M. CHILDS

JOB NO.: 4513

SCALE : 1" = 30'

CHK'D BY : RF

This map void unless Embossed with New
York State Licensed Land Surveyors Seal
No. 50510

Rosanne Frandina, PE, LS