

MILL RACE EASEMENT AGREEMENT

THIS AGREEMENT, made by and between **AGC, INC.** a corporation organized and existing under laws of the State of New York with its principal place of business at 650 Exchange Street, Buffalo, New York 14210 (the “Company”), and the **CITY OF BUFFALO**, a domestic municipal corporation of the State of New York, with its principal office at 201 City Hall, Buffalo, New York 14202 (the “City”), and the **BUFFALO SEWER AUTHORITY**, a public benefit corporation of the State of New York, with its principal office at 1038 City Hall, Buffalo, New York 14202 (the “Authority”) (collectively, the City and the Authority shall be referred to as the “Public Entities” and the Company and the Public Entities may be referred to collectively as the “Parties,” or individually as a “Party”).

WITNESSETH:

WHEREAS, the Company acquired title to 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 “AGC Property”); and

WHEREAS, in 1873 the City of Buffalo acquired title to an approximately forty (40) foot wide a strip of land that runs and extends through and beyond the AGC 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” and which is connected to the Authority’s Sewer Facilities, and which property 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 (the “Mill Race Court Order” and the property described and conveyed by such Order is referred to herein as the “Mill Race Property”); and

WHEREAS, by a Purchase and Sale Agreement dated as of _____, 2023 (the “Purchase Agreement”) the Company has agreed to convey to the City, for the benefit of the Authority, a portion of the AGC Property, through which a portion of the Mill Race Property and Mill Race Tunnel run through and in such property, the Authority plans to construct Real Time Control Project improvements and other improvements for the benefit of the Authority’s Sewer Facilities (collectively the “Authority Project”) 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 “Project Property”); and

WHEREAS, by the terms of the Purchase Agreement, and as part consideration for the Company’s conveyance of the Project Property, the Company has requested and the City and the Authority have agreed, subject to the approvals and the satisfaction of the conditions in this Agreement, the City and the Authority will grant a permanent nonexclusive easement to the Company to use the surface area of certain portions of the Mill Race Property, that are located:

(i) in a triangular parcel adjacent to the west line of Larkin Street at the northeast corner of the Mill Race Property, and (ii) west of the Project Property, and which runs to the westerly line of the AGC Property, as more particularly described and depicted on the surveys by Frandina Engineering & Surveying, P.C., Job Number 4513 dated February 6, 2023, and February 7, 2023 attached hereto and made a part hereof as Exhibit B and Exhibit C, respectively (collectively, the “Easement Property”); and

WHEREAS, pursuant to the City Charter and Code and New York State Public Authorities Law (“PAL”) sections 1178(7) and 1182, the City is authorized to acquire, own and convey real property and interests in real property for the benefit of and dedicated to the uses and purposes of the Authority; and

WHEREAS, the Parties wish to preserve and protect the Authority’s continued use of its Sewer Facilities located within the Mill Race Property and the AGC Property, as currently located or as may be relocated in the future in, about and under the Mill Race Property and the AGC Property and to acknowledge the validity of City’s title and the Authority’s rights and interests in the Mill Race Property.

NOW, THEREFORE, in consideration of the mutual exchange of the promises and covenants recited herein and for other good and valuable consideration delivered by the Parties, the Parties hereto agree as follows:

1. Grant of Easement. In connection with the Company’s conveyance of the Project Property and all its right, title and interest in and to the Project Property by a Bargain and Sale Deed delivered to the City (the “Deed”), the City and the Authority do hereby grant to the Company, forever, a permanent, non-exclusive easement (the “Easement”) to be exercised in, on, over, through, and across the surface of the Easement Property, to enable the Company to use the surface area of the Easement Property for the limited purposes of parking and moving of its motor vehicles, storage of goods and equipment and other lawful uses; provided however, that (a) no building, improvement or permanent structure shall be constructed or maintained in, on, over, through and across the Easement Property, except ground cover such as concrete, macadam or other surface suitable for vehicles and storage as allowed herein, (b) no loads in excess of 350 pounds per square foot shall be applied or imposed on the ground on, over and above the Easement Property, (c) the use of the Easement Property shall be restricted to operations of the owner or its lessees of the adjoining AGC Property, (d) the Company shall not excavate below a depth of one (1) foot or disturb or change the present grade or ground level of the Easement Property without the prior written consent of the Authority, which consent shall not be unreasonably withheld or denied, and (e) nothing herein shall threaten to or interfere with, harm, disrupt or disturb the Authority’s operations and use of the Mill Race Tunnel and its Sewer Facilities now within or hereafter placed within the Mill Race Property and Easement Property, as the Authority may now or shall from time to time hereafter deem necessary or useful for the retention, conveyance, transmission of sanitary sewage, industrial waste, storm water and related Sewer Purposes (as hereinafter defined) of the Authority and/or the City.

2. Assignment of Interests. The Company shall not grant other easements, licenses or other interests, however described, over, on, through or within the Easement Property, over or

in connection with the AGC Property, that in any manner adversely affect the Sewer Facilities or the Easement Property, without the City's and Authority's prior written consent, such consent to be granted, withheld or conditioned in the City and Authority's sole discretion.

3. Reserved Rights. By accepting this Easement, the Company covenants that the City and/or the Authority, as the case may be, shall have the unfettered right, privilege and authority, but not the obligation, to: (a) inspect, construct, alter, remove, operate, maintain, repair, replace, upgrade and/or improve the Sewer Facilities now within, or to be hereafter placed, reconstructed, repaired, altered, replaced, improved, upgraded and/or built within, the Easement Property; (b) remove trees, shrubs and/or any other structures, materials or improvements as is or are, in the sole discretion of the City or the Authority, threatening to interfere with or interfering with, or likely to interfere with the rights of the City and/or the Authority, in the Easement Property and the operation and use of the Mill Race Tunnel and/or Sewer Facilities. The City and/or the Authority shall cause any work on the Easement Property or the AGC Property to be completed in a timely fashion and cause the Easement Property and/or the AGC Property to be restored, as reasonably feasible to the same condition or functionally equal condition that existed prior to the commencement of such work, except when any damage or disruption of the use of the Easement Property or the AGC Property is caused by the negligence or conduct of the Company, its tenants or invitees. Notwithstanding anything contained in this Agreement which could be construed to the contrary, nothing contained in this Agreement shall be construed to diminish the City's ownership of the Easement Property and/or the City's ownership of the Mill Race Property.

4. City and Authority Right of Entry. This grant of the Easement Property is accepted, subject to the right of the City and the Authority, and their respective employees, lawful agents, representatives and contractors and any public utility that services the City or the Authority with any utility facilities that may be located in or that may service the Mill Race Tunnel or the Authority's Sewer Facilities located on, under or within the Easement Property or the Mill Race Tunnel, to enter upon the Easement Property, with access over, under and across the AGC Property contiguous to the Easement Property, to exercise the rights and privileges of the City and the Authority reserved herein.

5. Notice of Exercise of City and Authority Rights. Except in cases of emergency, the City or the Authority, as the case may be, shall provide a written notice to the Company not less than ten (10) days in advance of any plan to enter upon the Easement Property to exercise any of their respective rights under this Agreement, and inform the Company of the extent and anticipated duration of the City and/or the Authority's use of the Easement Property and/or adjoining AGC Property. The City and/or the Authority, as the case may be, shall provide a reasonable opportunity to the Company to meet and confer with informed personnel representing the City and/or the Authority to review plans and scope of work to be undertaken on the Easement Property and/or the AGC Property. The City and/or the Authority shall endeavor to design or plan such work in a manner that minimizes the disruption of the daily operations of the Company, or any lawful tenant thereof, on the AGC Property and/or the Easement Property, while still enabling the City and/or the Authority to accomplish its intended work without additional unreasonable cost. In the event the City and/or the Authority shall use the Easement Property or AGC Property for three (3) or more consecutive days, the Authority shall

compensate the Company for the use of the AGC Property, excluding the area within the Easement Property, considering the actual square footage used or occupied, the duration and a fair market rental of such property based on a rental of comparable property located within a five (5) mile radius of the AGC Property. In the event the Company leases the AGC Property to any other person, or invitees thereof, the Company shall include a provision in any such lease or agreement to use the AGC Property that notifies any such tenant or lessee of the City and the Authority's rights herein, and makes such lease or agreement subject to the rights of the City and the Authority.

6. Sewer Facilities. Sewer Facilities as used herein shall include, but not be limited to, the existing Mill Race Tunnel, all underground sewers, underground sewer passages, underground passage ways, pipes, sewer conduits, valves, pumps, basins, drains, manholes, hand holes, fittings, braces, foundations, meters, fixtures, and other property or equipment of whatever description and appurtenances existing, used, employed, operated, maintained, placed, built, reconstructed, repaired, upgraded and/or replaced in the Easement Property, whether now existing or hereafter devised for the purpose of receiving, retaining, accumulating, transmitting and/or distributing wastewater, sanitary sewage, industrial discharges, storm water or other Sewer Purposes.

7. Sewer Purposes. Sewer Purposes, as used herein, in connection with the exercise of the City and the Authority's rights herein, 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, enlarge and/or in any manner improve the Sewer Facilities now within, or that may hereafter be installed, placed, constructed, reconstructed, repaired, altered or replaced, upgraded, improved, enlarged and/or built within the Easement Property.

8. New York Public Authorities Law. Pursuant to New York Public Authorities Law sections 1178(3) and 1179, the Sewer Facilities shall remain the property of the City and the Authority, their successors and assigns, as the case may be. Nothing in this instrument permits or grants the Company or anyone else the right to alter, relocate, tap into or otherwise connect into the Sewer Facilities. Tap in and/or connection opportunities are subject to the Authority's full permit and approval processes.

9. Hazardous Materials and the Easement Property. The Company represents and warrants that it has had exclusive possession and use of the Easement Property, and has used such property in connection with its operations on, within and about the AGC Property since it acquired the AGC Property in 1988. To the best knowledge of the Company, without any investigation, due diligence and/or inquiry, there are no known recognized environmental conditions on the Easement Property or the presence of any material environmental contamination that would otherwise require remediation or removal of any 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 referred to herein as "Hazardous Materials") that could reasonably be expected to result in recognized environmental conditions on the Easement Property.

10. Notices and Claims Regarding the Easement Property. To the best knowledge of the Company, 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 the Company, the Easement Property or any portion of it (including but not limited to environmental or land use proceedings) pending or, threatened which, if resolved adversely, would adversely affect the Easement Property or any portion or component of it and/or the AGC Property, or the ability of the Company to comply with the terms and provisions of this Agreement for use of the surface of the Easement Property. There are no known judgments, consent decrees or injunctions against, affecting or binding upon the Company in connection with the foregoing. The Company has not received written notice of any violation of any laws, ordinances, requirements, orders, codes or regulations relating to the Easement Property or any portion of it which violation remains uncured, and Company has not received any notice of any claimed default with respect to any of the foregoing.

11. Acceptance of Easement Property in "AS IS" CONDITION. In consideration of the grant of the Easement provided by this Agreement, the Company accepts the use of the Easement Property granted hereby in AS IS CONDITION, SUBJECT TO ALL DEFECTS, IF ANY. If, during the exercise of the Company's rights granted herein, the Company generates any Hazardous Materials, whether directly or indirectly, in connection with or as a result of its activities, the Company 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 Company shall designate itself as the "generator" with respect to the handling of any Hazardous Materials encountered during the exercise of the rights granted herein. The Company 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 Easement Property to the City and the Authority.

12. Company Indemnification. The Company shall and does hereby, to the fullest extent allowed by law, release and agrees to indemnify and defend the Public Entities, their respective officers, directors, members, employees, agents and contractors from and against any and all suits, actions, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind, including but not limited to those arising out of property damage or destruction, bodily injury, disease, or death of the Public Entities' respective officers, directors, members, employees, agents, contractors or any other person in any manner, directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the Company, its employees, agents, invitees, contractors or of anyone acting under its direction or control in connection with this Agreement or the Easement Property. Company's aforesaid release, indemnity and defense shall apply in the event of joint or contributory negligence, whether active or passive, or strict liability of Company or the Public Entities to the fullest extent permitted by law, but in no event shall the release, indemnity and defense obligation apply to liability caused by the actions taken by or negligence of the Public Entities occurring after entry into this Agreement. The Company reserves the right to file a notice of claim and to pursue any such claim against the City and/or the Authority for any damage either or both may cause to the Company's property that is not authorized by this

Agreement. The covenants provided for herein shall survive termination of this Agreement, for whatever reason. In the event that the City and/or the Authority requires defense and/or indemnification under this Agreement, the Company agrees that the City and the Authority may select legal representation of their own choosing with the written consent or approval of the Company, which consent shall not be unreasonably denied or withheld.

13. Authority Indemnification. To the fullest extent permitted by law, the Authority shall defend, indemnify and hold harmless the Company 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 Company, 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 Authority's actions or negligence while the Authority or its employees, agents or contractors use the AGC Property or the Easement Property pursuant to the access allowed by this Agreement, excepting any claims, suits, liens, judgments, damages, losses and expenses caused by the actions or negligence of the Company, its employees, agents or contractors. In the event the Company requires defense and/or indemnification under this Agreement, the Authority agrees that the Company 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.

14. Continuation of Easement. The Easement granted herein shall run with the land constituting the Easement Property and shall be binding upon the Parties hereto, their respective successors and assigns and the terms and provisions hereof shall inure to the benefit of the Company, the City and the Authority, and their assigns and/or successors in interest, respectively. The rights reserved and granted herein are divisible and assignable by the City and/or the Authority, in whole or in part, without the consent of the Company. The City and the Authority shall have the right to exercise the rights reserved and created herein jointly and severally. The City and/or the Authority have the unilateral right to modify the Easement Property by executing and recording, at any time hereafter for a period not to exceed two (2) years after the completion of the Project, a document dated subsequent to the date hereof which more precisely and/or accurately describes the Easement Property in the event the actual "as built" area of the now existing Sewer Facilities differs from that as described herein, it being the intent of the Company to facilitate a reservation by the City and the Authority of a forty foot (40') wide area within the AGC Property constituting the Mill Race Property, to facilitate the operation of the Sewer Facilities, even if the "as built" area of placement of the now existing Sewer Facilities is different than that described herein. Accordingly, the Company agrees to undertake further assurances, and at no expense to the City and the Authority, will fully cooperate with the City and the Authority, by executing any subsequent recordable correcting and/or clarification documents as shall be deemed necessary by the City and the Authority to more fully effectuate the reservation and ownership of the City and the Authority of the Mill Race Property, within the AGC Property, in the event either of the City or the Authority determine that the Sewer Facilities extend beyond the Easement Property described herein. Notwithstanding the foregoing, the Authority shall compensate the Company, to the extent that

any modification or relocation of the Sewer Facilities adversely affects the Company's use and operation of the AGC Property. Compensation shall include actual direct and severance damages, if any, suffered or incurred by the Company as a result of any such modification or relocation of the Sewer Facilities and Easement Property, to be determined by a then current appraisal of the AGC Property and shall be based on the then fair market value of any real property rendered unusable by the Company.

15. Miscellaneous.

(a) Official Notices and Communications.

All notices and communications required or authorized to be served in accordance with this Agreement may be served in person or by United States Postal Service First Class Mail or Certified Mail, or by commercial courier such as United Parcel Service or Federal Express at each of the following addresses:

AGC Inc.
Post Office Box 1085
Buffalo, New York 14220
Attention: Robert Waver

City of Buffalo, New York
Att.: Mayor
City of Buffalo
Room 201 City Hall
Buffalo, New York 14202

With a copy to:
Corporation Counsel
City of Buffalo
Room 1101 City Hall
Buffalo, New York 14202

Buffalo Sewer Authority
Att.: General Manager
Room 1038 City Hall
Buffalo, New York 14202

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 Party's deemed receipt thereof.

(b) Further Assurances. The Parties shall execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to implement the intent and the terms and conditions of this Easement Agreement. Without limitation of the foregoing, the Parties will each seek, in a timely manner, any further ratification of this Easement Agreement that may be required.

(c) Successors and Assigns. All covenants and agreements herein contained by or on behalf of the Parties shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns and shall survive delivery and recordation of this Agreement. Notwithstanding the foregoing, the Company shall not have the right to assign this Agreement in whole or in part without the prior written consent of the Public Entities, such consent to be granted, withheld or conditioned in the Public Entities' sole discretion.

(d) Complete Agreement. This instrument, including all exhibits made a part hereof, constitutes and contains the sole and complete understanding of the Parties hereto with respect to the Agreement herein granted 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. All statements recited in the preamble are deemed a part of this Agreement.

(e) No Third-Party Beneficiaries. All provisions herein are made solely and exclusively for the benefit of the Parties hereto. No other person shall have any right, benefit, priority, or interest hereunder or as a result hereof or have standing to require satisfaction of provisions hereof in accordance with their terms. 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

(f) Governing Law. Solely and exclusively for the limited purposes of this Agreement, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Venue for any and all disputes and any proceedings related thereto shall be in Erie County, New York. The Parties agree to submit to the personal and subject matter jurisdiction of the Supreme Court of the State of New York. 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.

(g) Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision of this Agreement.

(h) Modifications and Amendments. This Agreement may be amended only by an agreement in writing executed by all of the Parties hereto, with any approval which may be required by applicable law.

(i) References. References in this Agreement to Section or Exhibit numbers or letters shall be to Sections of or Exhibits to this Agreement, unless expressly stated to the contrary. References in this Agreement to “hereby,” “herein,” “hereinafter,” “hereof,” “hereunder” and words of similar import shall be to this Agreement in its entirety and not only to the particular Section or Exhibit in which such reference appears.

(j) 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.

(k) 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.

(l) 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.

(m) Counterparts. For the convenience of the Parties, this Agreement may be executed in multiple counterparts, each of which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Easement Agreement.

(n) Owner Authority. The Company 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 Company, as the case may be, in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day of _____, 2023 (the “Effective Date”).

CITY OF BUFFALO

AGC, INC.

By: _____
Name: Byron W. Brown
Title: Mayor

By: _____
Name: Robert Waver
Title: President

BUFFALO SEWER AUTHORITY

By: _____
Name: Oluwole A. McFoy
Title: General Manager

ACKNOWLEDGMENTS

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

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Byron W. Brown, 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

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

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

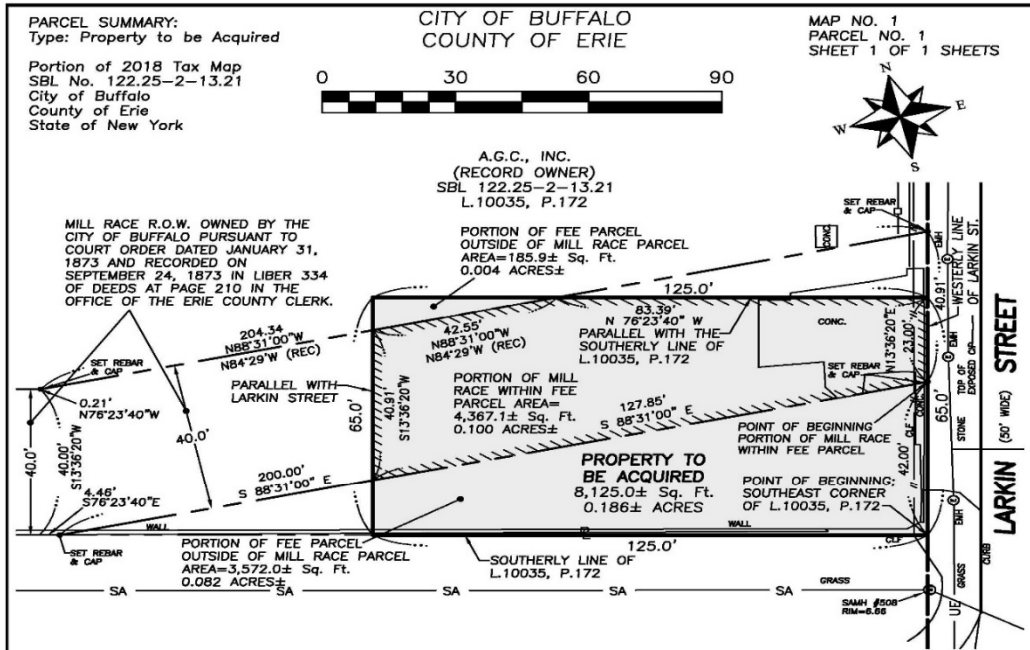
Notary Public

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

On the ____ day of _____, 2023 before me, the undersigned, personally appeared Robert Waver, 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

Exhibit A



**PARCEL 1
DESCRIPTION OF PROPERTY TO BE ACQUIRED**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie, State of New York, being part of Lot 14, Township 11, Range 8 of the Holland Land Company's Survey, more particularly described as follows:

BEGINNING at a point on the westerly line of Larkin Street (50' wide) at the southeast corner of lands conveyed to A.G.C., Inc. by deed recorded in the Erie County Clerk's Office in Liber 10035 of Deeds at page 172; thence northerly along the westerly line of Larkin Street a distance of 65.0 feet to a point; thence westerly and parallel to the southerly line of Liber 10035, page 172 a distance of 125.0 feet to a point; thence southerly and parallel with Larkin Street a distance of 65.0 feet to a point on the southerly line of Liber 10035, page 172; thence easterly along the southerly line of lands conveyed by Liber 10035, page 172 a distance of 125.0 feet to the point of beginning, containing 8,125± Sq. Ft. or 0.186 acres more or less.

Said parcel being subject to all easements of record or visible evidence.

Notes:

This map was prepared for property to be acquired by the Buffalo Sewer Authority for the construction of a sewer system.

This map dated April 21, 2020 was prepared for said purpose. Any extension of the use beyond the purpose agreed to, exceeds the scope of the engagement.

It is a violation of the New York State Education Law for any person, unless acting under the direction of a licensed surveyor to alter an item in any way.

This map was prepared without the benefit of an up to date abstract of title and is subject to any state of facts revealed by an examination of such.

Ownership limits are taken from deed recorded in the Erie County Clerk's Office in Liber 10035, page 172.

Underground utilities shown are approximate.

PRELIMINARY
OUT FOR REVIEW 9/13/22

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

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 Phone: (716) 883-1299
Buffalo, New York 14216 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

REVISED 9/13/22: MILL RACE PORTION IN FEE
REVISED 7/29/22: ADD MILL RACE DIMS.
REVISED 12/22/21: CHANGE TO FEE PARCEL
4513 MILL RACE FEE SBL 122.25-2-13.21

Rosanne Frandina, PE, LS

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

Exhibit B

