

THIS INDENTURE made this day of April, 2020

BETWEEN

Brightfields Corporation, a New York corporation
333 Ganson Street
Buffalo, New York 14203

Grantor, and

AND

The City of Niagara Falls, New York, a municipal corporation organized and existing pursuant to the laws of the State of New York
City Hall
745 Main Street
Niagara Falls, New York 14301

Grantee,

Witnesseth, that the said Grantor, in consideration of One and No More Dollars (\$1.00 and No More Dollars) lawful money of the United States, paid by the Grantee, does hereby remise, release and forever Quit-Claim unto the said Grantee, her heirs and assigns forever,

All That Tract or Parcel of Land described in "Schedule A" attached hereto (the "Premises").

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.

THIS CONVEYANCE is made subject to, and Grantee, by executing and accepting this deed, agrees, for itself, its successors and assigns, to assume all obligations with the respect to the Premises under, each of the following: (a) Order on Consent of the New York State Department of Environmental Conservation ("DEC") involving Honeywell International Inc., Index Number: B9-0777-08-03, Site #932136 ("Consent Order"); (b) all matters of record including but not limited to (i) the burdens, agreements, covenants, restrictions and obligations (A) as set forth in an Environmental Easement Granted Pursuant to Article 71. Title 36 of the New York State Environmental Conservation Law recorded in the Niagara County Clerk's Office on March 22, 2017 as Instrument No. 2017-05774 as amended by An Amendment to Environmental Easement recorded in the Niagara County Clerk's Office on March 22, 2017 as Instrument No. 2017-05775 as further amended by An Amendment to Environmental Easement recorded in the Niagara County Clerk's Office on March 22, 2017 as Instrument No. 2017-05776 all of which are incorporated herein as if fully set forth herein (collectively, the "Environmental Easement"), (B) as set forth in a Notice of Certificate of Completion recorded in the Niagara County Clerk's Office on February 28, 2019 as Instrument No. 2019-02984 which is incorporated herein as if fully set forth herein (the "Notice of Completion") and (ii) all other easements, agreements, rights of way, covenants and restrictions, (c) all laws, statutes, rules, codes, regulations and ordinances and (d) any state of facts disclosed by a current survey of the Premises.

AND the Grantor and Grantee, for themselves and their respective successors and assigns, do further covenant and agree as follows:

1. The Grantee acknowledges, warrants and agrees that any contract, deed, transfer document or other instrument for transfer of any interest in, possession of, or right to use, the whole or any part of the Premises, through sale, lease, license, easement or otherwise will incorporate the obligations of the Grantee hereunder, shall be in compliance with the requirements of the Consent Order, Environmental Easement and Notice of Completion, and any subsequent user, lessee, occupant or transferee of the Premises shall be bound by and deemed to have assumed the obligations of the Grantee as set forth in this Deed.

2. The conveyance of the Premises by Grantor and acceptance of the conveyance of the Premises and this Deed by Grantee, is subject to a restriction hereby created, to run with the land, that from and after the date of this Deed, the use of the Premises shall be restricted in perpetuity (or, if not

permitted in perpetuity under law, then, for such shorter period of time as shall be the maximum period of time permitted under law), as a park only but only to the extent as may be permitted under 6 NYCRR Part 375-1.8(g)(2)(iii) in effect as of the date of this conveyance and for no other purposes (the "Use Restriction").

RESERVATION OF ACCESS: In the event of any breach by the Grantee, its successors, transferees and/or assigns, of its assumed obligations under this Deed, the Use Restrictions or in the event that the Grantor receives notice from DEC that the Grantee, its successors, transferees and/or assigns, are not in full compliance with any of the Consent Order, Environmental Easement or Notice of Completion as relating to the Premises, the Grantor shall have an immediate right of access, easement and right of way to the Premises or relevant portions thereof to investigate, monitor and assure compliance of the Grantee's (its successors, transferees and assigns) assumed obligations under this Deed, Consent Order, Environmental Easement, Notice of Completion and/or Use Restrictions and shall have all remedies at law and in equity to seek enforcement of all such obligations.

THE rights and obligations herein contained shall run with the land, and shall bind, and shall inure to the benefit of, the Grantor and Grantee, and their successors and assigns.

Grantee hereby acknowledges having received a true and complete copy of the Site Management Plan (SMP) approved by the DEC applicable to property that includes the Premises.

The Premises are conveyed hereby in their "As Is" condition, with all faults and the Grantor makes no representation or warranty whatsoever regarding the Premises, either expressed or implied.

Together with the said appurtenances and all the estate and rights of the Grantor in and to the said Premises.

To have and to hold, the above granted premises unto the said Grantee, heirs and assigns forever.

In Witness Whereof, the said Grantor and said Grantee have each hereunto set her hand and seal the day and year first above written.

In Presence Of

Brightfields Corporation

By: _____ Is

Jon M. Williams, President

The City of Niagara Falls, New York

By: _____ Is

Robert Restaino, Mayor

STATE OF NEW YORK)
COUNTY OF ERIE)ss:

On the ____ day of _____ in the year 2020, before me, the undersigned, personally appeared JON M. WILLIAMS, 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)
COUNTY OF NIAGARA)ss:

On the ____ day of _____ in the year 2020, before me, the undersigned, personally appeared ROBERT RESTAINO, 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
Schedule A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot 34 of the New York State Mile Reserve and being more particularly bounded and described as follows:

Commencing at a point on the easterly line of Highland Avenue at its intersection with the northerly line of Beech Avenue;

Thence S.88°43'18"E along the northerly line of Beech Avenue a distance of 274.00 feet to the POINT OR PLACE OF BEGINNING;

Thence S.88°43'18"E along the northerly line of Beech Avenue a distance of 839.99 feet to the intersection of the north line of Beech Avenue with the west line of the former Fifteenth Street;

Thence N.00°54'11"E a distance of 277.75 feet to a point;

Thence N88°58'03"W a distance of 741.30 feet to a point;

Thence S20°42'42"W a distance of 291.15 feet to the northerly line of Beech Avenue and the Point or Place of Beginning, containing 5.011 acres of land more or less.