

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (together with all renewals, replacements, modifications and amendments thereof, this “**Agreement**”), is made as of the 9th day of October, 2025 (the “**Effective Date**”), by and among **THE COUNTY OF ERIE**, a New York municipal corporation, having an office and principal place of business at 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company, having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (“**StadCo**”). The County and StadCo are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the County is the owner in fee simple of an approximately 103 acres of real property located in the Town of Hamburg, New York known as 4041 Southwestern Blvd., Hamburg, New York, as more particularly described in **Exhibit A** attached hereto and made a part of this Agreement by reference (the “**ECC Parcels**”), currently used to house the South Campus of SUNY Erie State University of New York; and

WHEREAS, the County is the current owner of an approximately 57 acres of real property located in the Town of Orchard Park, New York known as 4196 Abbott Road, Orchard Park, New York, as more particularly described in **Exhibit B** attached hereto and made a part of this Agreement by reference (the “**Stadium Parcel**”) on which a stadium is currently under construction to serve as the home stadium for the Buffalo Bills NFL football franchise (the “**Stadium**”); and

WHEREAS, upon substantial completion of the Stadium, the County will convey the Stadium, together with the Stadium Parcel, and all other improvements thereon and certain other adjacent land, to Erie County Stadium Corporation, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation, having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“**ECSC**”); and

WHEREAS, at such time, pursuant to a certain Stadium Lease Agreement, dated as of March 23, 2023, between ECSC, as landlord, and StadCo, as tenant (together with all renewals, replacements, modifications and amendments thereof, the “**Stadium Lease**”), the Stadium and the land conveyed by the County to ECSC will be leased to StadCo for a term of 30 years; and

WHEREAS, StadCo has requested, and the County has agreed, to grant to StadCo, for a period concurrent with the term of Stadium Lease, the license and privilege of accessing and utilizing the portion of the ECC Parcels described in **Exhibit C** attached hereto and made a part of this Agreement by reference (the “**Licensed Premises**”) for the construction, operation and maintenance of two wet pond stormwater retention basins and one bio retention area for the purpose of stormwater discharge from the Stadium Parcel (the “**Licensed Use**”).

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to their respective covenants, rights, duties,

obligations, restrictions, and responsibilities as follows:

1. **Incorporation of Recitals**

The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Right-of-Entry and License**

For purposes of this Agreement, the County hereby grants StadCo a revocable right-of-entry and exclusive license to enter upon, use, and occupy the Licensed Premises for the Licensed Use during the Term of this Agreement (the “**License**”). Notwithstanding such grant of exclusivity, the County hereby reserves to itself and any successor owner of the Licensed Premises, the right to jointly utilize the wet pond stormwater retention basins and bio retention area constructed by StadCo within the License Premises for the sole purpose of stormwater discharge from the ECC Parcel, provided such joint use does not impair, limit or otherwise prevent StadCo from fully utilizing such facilities for stormwater discharge from the Stadium Parcel.

- a. StadCo shall also cause any other third party using the Licensed Premises at the direction of either ECSC or StadCo to coordinate with the County with respect to the use of the Licensed Premises.
- b. StadCo shall maintain the Licensed Premises including fixtures and appurtenances and preserve the Licensed Premises in good order and condition.
- c. StadCo shall, at its own expense, comply with provisions of applicable State, Federal and local laws, rules, and regulations relative to the use of the Licensed Premises and the terms of this Agreement.

3. **Term**

- a. The term of this License (the “**Term**”) shall begin on the Effective Date and terminate at the end of the term of the Stadium Lease unless this License is terminated or revoked in accordance with the terms and conditions of this Agreement.

4. **Consideration For Use**

- a. StadCo shall pay the County for the utilization of the Licensed Premises the annual sum of Twenty-Five Thousand Dollars (\$25,000), the first installment of which shall become due on the Commencement Date of the Stadium Lease with subsequent annual installments becoming due on June 1 of each year thereafter during the Term (“**License Payment**”). Payments shall be transmitted within fifteen (15) days of the due date each year during the Term.

5. **Access to Premises**

- a. The County agrees that upon the Effective Date StadCo shall have non-exclusive access to the roadway entrance(s) and exit(s) of the ECC Parcels for purposes of accessing the Licensed Premises.

6. Hazardous Materials

- a. StadCo shall not store, release, or discharge any Hazardous Materials (defined below) on the Licensed Premises. The term “ **Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any Federal, state or local environmental law, ordinance, rule, or regulation, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801 et seq.), the Resource Conservation Act, as amended (42 U.S.C. Section 1251 et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

7. Damage; Environmental Conditions

- a. During the Term, StadCo shall promptly repair, at no cost to the County, any damage caused by StadCo to the Licensed Premises, including without limitation, the dumping or release of Hazardous Materials, and shall return the Licensed Premises to the condition existing immediately prior to the occurrence of the damage.
- b. Prior to expiration or termination of this Agreement, StadCo agrees to: 1) repair, at no cost to the County, any damage to the Licensed Premises caused by StadCo, including without limitation, removal and/or remediation of any Hazardous Materials placed on the Licensed Premises by StadCo, 2) remove all materials introduced to the Licensed Premises during the Term of this Agreement, and 3) restore the surface of the Licensed Premises to grade.
- c. In the event within six months of the expiration or termination of this Agreement, StadCo fails to fully remove all materials introduced to the Licensed Premises during the Term or fails to restore the Licensed Premises as described above, the County may undertake such work, and StadCo shall reimburse the County for all costs associated with removal of materials, and restoration of the Licensed Premises.

8. Environmental Considerations and Stormwater Prevention Plan

- a. As an express condition of this Agreement, StadCo, and all contractors or other persons on the Licensed Premises, will fully comply with all actions outlined in the New York State Environmental Assessment Form Revised Technical Addendum to the Buffalo Bills New Stadium Complex dated November 23, 2022, including but not limited to those concerning protecting the quality of life in the man-made and natural environment, protecting ground and surface water, protecting air quality, protecting historic and archaeological resources, traffic control, and noise odor and light control.

9. Maintenance

- a. StadCo shall, at its own expense, provide for all care and maintenance of the Licensed Premises

reasonably necessary to maintain the Leased Premises in good condition and repair and in compliance with all required regulatory licenses and permits.

10. Changes to Premises

- a. StadCo shall be allowed to construct improvements or changes to the Licensed Premises pursuant to plans and specifications prepared by StadCo and granted approval by the County. StadCo shall be responsible for obtaining any required regulatory licenses or permits.

11. Insurance

- a. On or contemporaneous with the Effective Date, StadCo shall provide to the County insurance certificates in amounts and types required by the County as set forth herein. Such certificates shall identify the County of Erie (and for so long as the ECC Parcels is used for the operation of Erie Community College, Erie Community College) and ECSC as additional insureds. Such certificates shall reflect that StadCo carries:

- 1) Commercial General Liability Insurance on a per occurrence basis in an amount of at least five million dollars (\$5,000,000),
- 2) \$2,000,000 CSL Automobile Liability,
- 3) \$1,000,000 Professional Liability, and
- 4) \$1,000,000 Excess/Umbrella Liability.

Additionally, StadCo shall provide to the County evidence of Workers Compensation and Disability coverage in accordance with New York State statutory requirements.

- b. StadCo shall cause to be included in each of its policies a waiver of the insurer's right of subrogation against the County and ECSC. All required insurance hereunder shall be primary and non-contributory to any insurance or self-insurance maintained by the County and ECSC and StadCo shall be required provide written notice to the County and ECSC within thirty (30) days of the cancellation, non-renewal, or material alteration of such policies, which notice shall be evidenced by return receipt of United State Certified Mail.

12. Relationship of Parties

- a. The Parties understand and agree that no agency, employment, partnership, or joint venture is created by this Agreement. The Parties further agree that neither is the general agent of the other, and no representation shall be made by any Party that would create an apparent agency, employment, partnership, or joint venture. Neither Party shall have the authority to act for the other in any manner, nor create obligations or debts that would be binding upon the other.

13. Scheduling

- a. For so long as the County owns the ECC Parcel, StadCo shall use commercially reasonable efforts to not interfere with any operations on the ECC Parcels and shall work with the County's

Business Manager-Risk Assessment to coordinate with respect to any modifications or improvements at the Licensed Premises.

14. Inspection

- a. StadCo agrees that the County (and for so long as the ECC Parcels is used for the operation of Erie Community College, Erie Community College) personnel may enter upon the Licensed Premises herein described at reasonable times to inspect for conformity with this Agreement, provided that such access must be coordinated with StadCo to ensure compliance with all safety requirements and avoid any interference with any operations on the Licensed Premises.

15. No Warranty

- a. StadCo acknowledge and agree that the Licensed Premises are provided for their use “as is, where is” without warranty of any type or kind, including any warranty that either is merchantable or fit for StadCo’s intended use or for any other particular purpose. StadCo assumes the entire risk that the Licensed Premises does not satisfy its needs or expectations in any respect, regardless of whether any defect or deficiency is caused in whole or in part by the County’s negligence or other fault.

16. Liability

- a. StadCo shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to the County or to others.
- b. StadCo assumes all risk incidental to the use of the Licensed Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with StadCo’s use of the Licensed Premises and hereby covenants and agrees to defend, indemnify, and hold harmless the County (and for so and for so long as the ECC Parcels are used for the operation of Erie Community College, Erie Community College) and ECSC, and their respective directors, officers, employees, and agents, from any and all claims, actions, suits, costs and expenses (including reasonable attorney fees) arising from StadCo’s use of the Licensed Premises and/or use of Licensed Premises by StadCo’s agents, representatives, hired contractors, or invitees for the purposes outlined in this Agreement, except for those claims or actions arising as a result of gross negligence or willful misconduct on the part of the County, ECSC or Erie Community College.

17. Staff

- a. The Parties understand that services for the Licensed Use will be provided by StadCo, and others as necessary for the operation and maintenance of the detention ponds and areas located therein.
 - (i) In accordance with applicable law, StadCo shall be responsible for and shall maintain good discipline and proper behavior on the part of all StadCo staff acting in the course and scope of their employment and agrees to remove StadCo staff

involved in the Licensed Use whose actions, or failure to act, shall in the reasonable judgment of the County, after consulting with StadCo and providing StadCo with documentation of any alleged improper actions or behavior, be deemed to be detrimental to the County.

- (ii) In addition, StadCo shall work with the County regarding the actions of other persons or entities in any way involved with the Licensed Use and agrees to remove any personnel of such other entities/persons involved in the Licensed Use whose actions, or failure to act, shall in the sole reasonable judgment of the County, after consulting with StadCo, be deemed to be detrimental to County.

18. Binding Agreement

- a. The Parties acknowledge that the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors, and assigns.

19. Revocation of License and Restoration of Licensed Premises Upon End of Term

- a. Each of the County and StadCo shall have the right, upon 365 days' prior written notice to the other Parties to terminate this Agreement and the License for any reason or no reason.
- b. Upon the conclusion of the Term of this License, whether by reason of the County's election to revoke the License, expiration of the Term or termination following default by StadCo in accordance with Paragraph 21 of this Agreement, StadCo's annual license fee obligations pursuant to Paragraph 4a shall cease and StadCo shall, at its sole cost and expense, remove any installations or alterations to the Licensed Premises and restore the Licensed Premises to grade.

20. Notices

- a. Unless otherwise provided in this Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the others shall be in writing and (i) delivered personally, (ii) mailed by certified mail, postage prepaid; or (iii) sent by recognized overnight courier service, addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to the other Parties any other address, or telecopier number to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only.

To the County: County Executive
 Rath County Office Building
 95 Franklin Street
 Buffalo, New York 14202
 Telephone: (716) 858-8500

With a copy at the same time and in the same manner to:

Erie County Attorney's Office
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: County Attorney
Telephone: (716) 858-2208

To ECSC: c/o Empire State Development
633 Third Avenue
New York, New York 10017-6754
Attention: General Counsel
Telephone: (212) 803-3750

With a copy at the same time and in the same manner to:

c/o Empire State Development
95 Perry Street, 5th Floor
Buffalo, New York 14202
Attention: Regional Director
Telephone: (716) 846-8200

To StadCo: Pete Guelli
Executive Vice President & Chief Operating Officer
Bills Stadium and Events Company, LLC
One Bills Drive
Orchard Park, NY 14127
Telephone: (716) 648-1800

With a copy at the same time and in the same manner to:

General Counsel
Bills Stadium and Events Company, LLC
One Bills Drive
Orchard Park, NY 14127
Telephone: (716) 648-1800

21. **Termination**

- a. The Parties shall have the right to terminate this Agreement as the result of an uncured Event of Default as set forth in Paragraph 23.

22. **Default** The following events are referred to collectively as "**Events of Default**" or individually as an "**Event of Default**":

- a. StadCo fails to make any of the required License Payments set forth in Paragraph 3 within

fifteen (15) days of the due date of same, provided that the County shall send StadCo written notice of the default StadCo shall have ten (10) business days upon receipt of the written notice to cure the default by becoming current with the then due payment.

- b. StadCo fails to maintain the Licensed Premises to the reasonable satisfaction of the County and fails or refuses to correct such unacceptable conditions within a reasonable time after having been given notice thereof.
- c. StadCo vacates or abandons the Licensed Premises.
- d. StadCo utilizes the Licensed Premises for any purpose other than the Licensed Use.
- e. StadCo breaches any of the other material terms or conditions of this Agreement and such breach remains uncured thirty (30) days after the County provides StadCo written notice of same, or if such breach cannot be cured within thirty (30) days receipt of the County's written notice of same, StadCo fails to diligently commence and pursue the cure for such breach within thirty (30) days receipt of the County's written notice to StadCo of same.
- f. The County fails to permit, interferes with, or otherwise materially frustrates StadCo's use of the Licensed Premises for the Licensed Use during the Term.

23. **Remedies For Default** If any one or more Events of Default by StadCo set forth above occurs, then the County has sole discretion:

- a. To give StadCo ten (10) days written notice of the termination of the Agreement and thereafter StadCo's right of entry to the Licensed Premises will cease and this Agreement will be terminated, except as to StadCo's liabilities pre-existing the termination, as if the expiration of the Term fixed in such notice was the end of the Term or the end of the then-current extension; and
- b. Upon the same ten (10) days written notice of the termination as a result of the Event of Default as described in subsection 22(a), to reenter and take possession of the Licensed Premises, repossess the same and expel StadCo using such lawful force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of License Payments due and owing prior to the date of termination or other amounts due and owing under this Agreement prior to termination or as a result of any preceding breach or conveyance conditions; provided that no License Payments shall be due for the remainder of the Term that would have occurred but for termination, and StadCo shall be entitled to a pro rata refund of any License Payment prepaid for a year during the Term that had not concluded prior to the date of termination.

24. **Amendments and Extensions**

- a. This Agreement embodies the entire agreement between the Parties and supersedes any and all prior understandings or commitments concerning the Licensed Use and Licensed Premises. Any amendments or extensions of this Agreement must be in writing executed by both Parties.

25. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the County.

26. Counterparts and Electronic Signature

- a. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts by original ink signature or by electronic mark or signature, all of which will be considered one and the same agreement and each of which will be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

COUNTY OF ERIE

By: _____
Mark Poloncarz, County Executive

Approved as to Form:

Jeremy Toth, County Attorney

Approved as to Content:

Lisa Chimera, Deputy County Executive

BILLS STADIUM AND EVENTS COMPANY, LLC

By: _____
Name: Terrence M. Pegula
Title: Authorized Signatory

EXHIBIT A
DESCRIPTION OF ECC PARCEL
(To Come Once Completed)

EXHIBIT B
DESCRIPTION OF STADIUM PARCEL

Being all that tract or parcel of land located on the west side of Abbott Road in the Town of Orchard Park, County of Erie, State of New York and being part of Lots 39 and 40, Township 9, Range 7 of the Holland Land Company's survey and further bounded and described as follows:

Commencing at the centerline of Abbott Road at its intersection with the centerline of Southwestern Boulevard;

thence S 5°19'26" E along the centerline of Abbott Road a distance of Five Hundred Thirty-Eight and Thirty-Four hundredths feet (538.34') to a point of curve in the centerline of Abbott Road as now laid out;

thence southerly along a curve to the right having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') and being the centerline of Abbott Road as now laid out an arc length of Nineteen and no hundredths feet (19.00') to its intersection with the north line of lands formerly conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469 and the point of beginning;

thence southerly along a curve to the right forming the centerline of Abbott Road as now laid out having a radius of One Thousand Nine Hundred Nine and Eighty-Six hundredths feet (1,909.86') an arc length of Five Hundred Four and Four hundredths feet (504.04') to a point of tangency;

thence S 10°22'02" W along the centerline of Abbott Road as now laid out and tangent to the last described curve a distance of Seven Hundred Sixty-Eight and Ninety-Three hundredths feet (768.93') to an angle point;

thence S 11°51'58" W along the centerline of Abbott Road as now laid out a distance of One Thousand Sixty-One and Seventy-Two hundredths feet (1,061.72') to the southeast corner of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence N 78°41'03" W a distance of Three Hundred Twenty and no hundredths feet (320.00') to an angle point in lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607;

thence S 11°51'58" W along an east line of lands conveyed to the County of Erie by Liber 7551 of Deeds at Page 607 and parallel with the centerline of Abbott Road a distance of Three Hundred Twenty and no hundredths feet (320.00') to the northwest corner of lands conveyed by James F. Piridy and wife to the County of Erie by Liber 8070 of Deeds at Page 377;

thence S 78°41'03" E a distance of One Hundred Twenty and no hundredths feet (120.00') to a point;
thence S 11°51'58" W and parallel with the centerline of Abbott Road a distance of One Hundred Forty and no hundredths feet (140.00') to a point;

thence S 78°41'02" E a distance of Two Hundred and no hundredths feet (200.00') to the centerline of Abbott Road at the northeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1, said point being Six Hundred Seventy-Five and Ten hundredths feet (675.10') north of the centerline of Big Tree Road as measured along said centerline of Abbott Road;

thence S 11°51'58" W along said centerline of Abbott Road as shown on SK 217-90 a distance of Four Hundred Fifty-Five and Fifteen hundredths feet (455.15') to the southeast corner of lands of the County of Erie as shown on SK 217-90 and known as Parcel No. 1;

thence N 78°21'07" W a distance of Three Hundred Eighty-Two and Twenty-Six hundredths feet (382.26');

thence N 28°01'26" W a distance of Sixty-Nine and Thirty-Six hundredths feet (69.36'); thence N 80°00'42" W a distance of Ninety-Three and Forty hundredths feet (93.40');

thence N 76°20'34" W a distance of One Hundred Fifty and Thirteen hundredths feet (150.13'); thence N 85°10'45" W a distance of One Hundred and Sixty-Six hundredths feet (100.66'); thence N 80°36'35" W a distance of Fifty and One hundredths feet (50.01');

thence N 11°18'00" E a distance of Three and no hundredths feet (3.00');

thence N 84°44'22" W a distance of Fifty and Twenty-Eight hundredths feet (50.28'); thence N 11°18'00" E a distance of One and Fourteen hundredths feet (1.14');

thence N 81°18'40" W a distance of Thirty-Five and Three hundredths feet (35.03') to a point; thence N 11°51'58" E and parallel with the centerline of Abbott Road a distance of Eight Hundred Seventy-One and Sixteen hundredths feet (871.16') to a point on the extension west of the north line of lands conveyed by James F. Pirdy to Frank Nucherno by Liber 8815 of Deeds at Page 624;

thence S 78°41'02" E and along the extension west of lands conveyed by Liber 8815 of Deeds at Page 624 a distance of Two Hundred Nineteen and Eighty-Four hundredths feet (219.84') to a point on the extension south of the west line of lands conveyed to E.I. DuPont DeNemours & Company by Liber 1295 of Deeds at Page 469;

thence N 00°01'46" E and along the west line of lands conveyed by Liber 1295 of Deeds at Page 469 and its extension south and also north a distance of Two Thousand One Hundred Ninety-Two and Eighty-Six hundredths feet (2,192.86') to the southerly line of Southwestern Boulevard being 100' wide; thence N 64°45'18" E along the southerly line of Southwestern Boulevard a distance of One Hundred and no tenths feet (100.0');

thence S 0°01'46" W a distance of Fifty-Nine and Fourteen hundredths feet (59.14') to the north line of lands conveyed to E.I. DuPont DeNemours & Company;

thence S 89°14'02" E along the said north line a distance of Nine Hundred Fifty-Eight and Eighty-Two hundredths feet (958.82') to the point of beginning;

The said parcel containing 58.65 acres more or less.

EXHIBIT C
LICENSED PREMISES

PROPOSED POND EASEMENTS
LANDS NOW OR FORMERLY OF
COUNTY OF ERIE

T.A. No. 160.16-1-12

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hamburg, County of Erie, and State of New York, as shown upon a map entitled "Proposed Pond Easements, New Buffalo Bills NFL Stadium – Phase II," prepared by Azar Design Co., last dated May 29, 2025, and more particularly described as follows:

Pond Easement "A"

Beginning at a point on the southerly bounds of Southwestern Boulevard (100' Right of Way), said point being 780.66 feet southwesterly from the division line of the Town of Orchard Park and the Town of Hamburg, Thence;

- 1) S 29°25'08" E, a distance of 4.95 feet to a point, Thence;
- 2) S 25°01'10" E, a distance of 95.49 feet to a point of curvature, Thence;
- 3) Along a curve to the right, having a chord bearing of S 21°55'54" E, chord length of 37.62 feet, and a radius of 349.25 feet to a point of tangency, Thence
- 4) S 18°50'38" E, a distance of 5.30 feet to a point of curvature, Thence;
- 5) Along a curve to the left, having a chord bearing of S 33°50'38" E, chord length of 23.68 feet, and a radius of 45.75 feet to a point of tangency, Thence
- 6) S 48°50'38" E, a distance of 3.90 feet to a point of curvature, Thence;
- 7) Along a curve to the right, having a chord bearing of S 33°50'38" E, chord length of 15.14 feet, and a radius of 29.25 feet to a point of tangency, Thence
- 8) S 18°50'38" E, a distance of 23.57 feet to a point of curvature, Thence;
- 9) Along a curve to the right, having a chord bearing of S 26°03'33" W, chord length of 34.24 feet, and a radius of 24.25 feet to a point of tangency, Thence
- 10) S 69°27'25" W, a distance of 11.26 feet to a point, Thence;
- 11) S 71°06'36" W, a distance of 417.62 feet to a point, Thence;
- 12) N 87°16'21" W, a distance of 17.48 feet to a point of curvature, Thence;
- 13) Along a curve to the right, having a chord bearing of N 42°03'53" W, chord length of 19.35 feet, and a radius of 24.91 feet to a point of tangency, Thence
- 14) N 18°55'22" W, a distance of 125.59 feet to a point, Thence;

- 15)N 19°42'06" W, a distance of 27.26 feet to a point, Thence;
- 16)N 64°26'34" E, a distance of 17.01 feet to a point, Thence;
- 17)N 59°30'11" E, a distance of 52.72 feet to a point, Thence;
- 18)N 64°51'32" E, a distance of 386.10 feet back to the Point and Place of Beginning.

Containing 96,113 square feet or 2.206 acres more or less.

Pond Easement "B"

Beginning at a point on the southerly bounds of Southwestern Boulevard (100' Right of Way),
said point being 18.47 feet southwesterly from the division line of the Town of Orchard Park and the Town
of Hamburg, Thence;

- 1) S 00°00'00" E, a distance of 14.50 feet to a point, Thence;
- 2) N 64°51'32"E, a distance of 17.94 feet to a point, Thence;
- 3) S 01°50'30"W, a distance of 363.37 feet to a point, Thence;
- 4) S 84°57'18"W, a distance of 32.37 feet to a point of curvature, Thence;
- 5) Along a curve to the right, having a chord bearing of N 78°50'50" W, chord length of 45.47 feet, and a radius of 81.50 feet to a point of reverse curvature, Thence
- 6) Along a curve to the left, having a chord bearing of N 85°50'52" W, chord length of 79.18 feet, and a radius of 100.50 feet to a point of tangency, Thence
- 7) S 70°57'58"W, a distance of 255.97 feet to a point, Thence;
- 8) N 64°03'05"W, a distance of 6.01 feet to a point, Thence;
- 9) N 19°04'09"W, a distance of 16.84 feet to a point, Thence;
- 10)S 70°55'51"W, a distance of 73.50 feet to a point, Thence;
- 11)S 19°04'09"E, a distance of 16.79 feet to a point, Thence;
- 12)S 25°56'55"W, a distance of 6.01 feet to a point, Thence;
- 13)S 71°00'10"W, a distance of 33.57 feet to a point, Thence;
- 14)N 64°12'04"W, a distance of 6.04 feet to a point, Thence;
- 15)N 18°55'54"W, a distance of 6.00 feet to a point, Thence;
- 16)N 46°50'04"E, a distance of 4.66 feet to a point, Thence;
- 17)N 34°06'50"E, a distance of 8.03 feet to a point, Thence;
- 18)N 18°51'02"W, a distance of 13.17 feet to a point, Thence;

- 19)S 71°32'23"W, a distance of 11.06 feet to a point, Thence;
- 20)N 19°00'00"W, a distance of 7.16 feet to a point, Thence;
- 21)S 70°55'46"W, a distance of 30.42 feet to a point, Thence;
- 22)S 19°02'46"E, a distance of 26.69 feet to a point, Thence;
- 23)S 71°04'06"W, a distance of 0.75 feet to a point, Thence;
- 24)S 18°55'54"E, a distance of 6.00 feet to a point, Thence;
- 25)S 31°41'55"W, a distance of 6.57 feet to a point of curvature, Thence;
- 26)Along a curve to the right, having a chord bearing of N 58°15'27" W, chord length of 37.14 feet, and a radius of 29.25 feet to a point of tangency, Thence
- 27)N 18°50'38" W, a distance of 41.44 feet to a point of curvature, Thence;
- 28)Along a curve to the left, having a chord bearing of N 21°55'54" W, chord length of 42.96 feet, and a radius of 398.75 feet to a point of tangency, Thence
- 29)N 25°01'10" W, a distance of 95.73 feet to a point, Thence;
- 30)N 20°44'13" W, a distance of 4.82 feet to a point, Thence;
- 31)N 64°51'32" E, a distance of 439.64 feet to a point, Thence;
- 32)S 25°08'28" E, a distance of 13.12 feet to a point, Thence;
- 33)N 64°51'32" E, a distance of 32.81 feet to a point, Thence;
- 34)N 25°08'28" W, a distance of 13.12 feet to a point, Thence;
- 35)N 64°51'32" E, a distance of 239.50 feet back to the Point and Place of Beginning.

Containing 166,630 square feet or 3.825 acres more or less.

