



ALBANY COUNTY – STATE OF NEW YORK
BRUCE A. HIDLEY COUNTY CLERK
16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R2020-10607

Receipt#: 20200389736

Clerk: JH

Rec Date: 06/12/2020 02:25:17 PM

Doc Grp: D

Descrip: DEED, EASEMENT

Num Pgs: 14

Rec'd Frm: DEPT OF ENERGY

Recording:

Cover Page	5.00
Recording Fee	85.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 115.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 115.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 6155

Transfer Tax

Total: 0.00

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5)
& 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK.

Record and Return To:

FEDEX/VAIL NAZZARO

Bruce A. Hidley
Albany County Clerk

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

THIS INDENTURE made this 17 day of April, 2020, between The United States of America, acting by and through the Department of Energy (DOE) Office of Legacy Management, having an office at 2597 Legacy Way, Grand Junction, Colorado (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the Owner of real property located at the address of 1130 Central Avenue (New York State Route 5) in the City of Albany, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: 53.11-1-13.2 and 53.11-1-14, being the same as that property conveyed to Grantor by the two deeds (1) an Indenture dated February 28, 1984 and recorded in the Albany County Clerk's Office in Liber 2256 and Page 590; and, (2) an Indenture dated August 28, 1984 recorded in the Albany County Clerk's Office in Liber 2268 and Page 141.

WHEREAS, the property subject to this Environmental Easement comprises of (1) three geographically separated soils areas which total approximately 9387 square feet +/- of the real property (the "Soil Easement Areas"); and (2) a sitewide easement for use of groundwater. These areas are more fully described in the Environmental Easement Survey dated September 2, 2016 prepared by CT Male Associates, which will be attached to the Site Management Plan. The Soil Easement Area legal descriptions are attached hereto as Schedule A, and the boundary description

for the site which contains a groundwater restriction is attached hereto as Schedule B; and

WHEREAS, the Easement Areas are part of the Colonie Formerly Utilized Sites Remedial Action Program (FUSRAP) Site (Site) pursuant to the Energy and Water Development Appropriations Act of 1984. In 1997, the authority for executing FUSRAP response actions was transferred the U.S. Army Corps of Engineers (USACE), and required responses actions are performed in accordance with the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 USC 9601 et seq.), the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") (40 CFR 300 et seq.); and the Atomic Energy Act (42 USC 2011 et seq.);

WHEREAS, with respect to groundwater use, in the Colonie FUSRAP Site Record of Decision, Colonie Site Groundwater, dated April 2010, and the Department concurred with, the response actions for the Site ("CERCLA response actions"), which provided for monitored natural attenuation with land use controls as the Selected Remedy for the Site, which would be implemented under an Environmental Easement;

WHEREAS, in the Final Colonie FUSRAP Site, Colonie Main Site Soils, Record of Decision, dated March 2015, the USACE selected, and the Department concurred with, the response actions for the Site ("CERCLA response actions"), which provided for land use controls as the Selected Remedy for the Site, which would be implemented under an Environmental Easement;

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor conveys to Grantee an Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Easement Area as more fully described herein ("Environmental Easement"):

1. Purposes. Grantor and Grantee acknowledge that the purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Easement Area at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional Controls. The following controls apply to the use of the Easement Areas, run with the land, are binding on the Grantor and its assigns and are enforceable in law or in equity against the Owner of the Easement Areas, any lessees or any person using the Easement Areas. These controls and requirements are also listed in the Department approved Site Management Plan (SMP) and made part of this Environmental Easement.

- A. 1. The Soil Easement Areas, as further identified in Schedule A, may be used for Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv).
 2. No digging or excavation shall be permitted in the Soil Easement Areas without prior written approval of DOE and NYSDEC.
 3. Vegetable gardens and farming are prohibited in the Soil Easement Areas.
 4. The use of groundwater underlying the Site, as described in Schedule B, is prohibited without necessary water quality treatment as determined by the NYSDOH or the Albany County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from NYSDEC.
 5. The potential for vapor intrusion must be evaluated for any buildings designed for occupancy on the Site, as described in Schedule B, and appropriate actions to address exposures must be implemented
 6. Data and information pertinent to Site management must be reported at the frequency and in a manner as defined in this SMP.
 7. All future activities that will disturb remaining contaminated material must be conducted in accordance with this SMP.
 8. Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in this SMP.
 9. Maintenance, monitoring, inspection, and reporting of any physical component of the remedy shall be performed as defined in this SMP.
- B. The Soil Easement Areas shall not be used for residential use as defined by 6 NYCRR 375-1.8(g)(2)(i) which means that these areas cannot be used for single-family homes; the raising of livestock; or producing animal products for human consumption. The above-stated institutional controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. Grantor or its assigns must provide all persons who acquire any interest in the Easement Areas a true and complete copy of the SMP that the Department approves for the Easement Areas and all Department-approved amendments to that SMP.
- D. Grantor and its assigns covenant and agree that until the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Easement Area shall state in at least fifteen-point bold-faced type:
- This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**
- E. Grantor and its assigns covenant and agree that this Environmental Easement shall be

incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Easement Area.

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

4. Reserved Grantor's Rights. Grantor reserves for itself and its assigns all rights as fee Owner of the Easement Area not granted herein including:

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Easement Areas, by operation of law, by deed or by indenture, subject and subordinate to this Environmental Easement.

5. Enforcement

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

B. Grantee shall notify Grantor and the Owner of the Easement Areas of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Owner can cure such breach or suspected breach and give Owner a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Owner of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

C. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Federal Authority. Nothing in this document shall limit or otherwise affect Grantor's rights of entry or access or Grantor's authority to take response actions under CERCLA, the NCP or other federal law.

7. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Easement Area by referencing the following information:

Albany County, NYSDEC Site Number 4-0126-00200/00005, [Cooperative Agreement], and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 4-0126-00200/00005
Office of General Counsel NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

And if to Grantor: DOE Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503
ATTN: Realty Officer

And if to USACE: U.S. Army Corps of Engineers
Program and Project Management Division
26 Federal Plaza New York, NY 10278-0090

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Grantor, Grantee or USACE may provide for other means of receiving and communicating notices and responses to requests for approval.

8. Recordation. Grantor shall record this instrument within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

11. Grantor's Opportunity to Review and Comment. The Grantee shall provide Grantor and USACE with a notice of, and a reasonable opportunity to review and comment upon, requested approvals or actions under this Environmental Easement including, without limitation, request for Amendment pursuant to Paragraph 8 hereof and Extinguishment pursuant to Paragraph 9 hereof.

12. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

The United States of America, acting by and through the
Department of Energy (DOE) Office of Legacy Management

By: David P. McNeil

Print Name: DAVID P MCNEIL

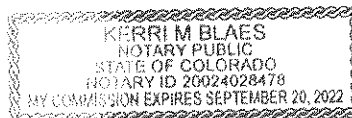
Title: REAL ESTATE CURATOR Date: 4/6/20
OFFICER

Grantor's Acknowledgment

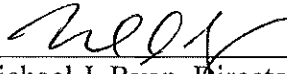
STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

On the 6th day of April, in the year 2020, before me, the undersigned, personally appeared David P. McNeil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kerri M. Blaes
Notary Public - State of Colorado



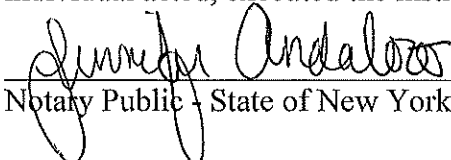
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 17th day of April, in the year 2020, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ 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

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2021

SCHEDULE "A" SOIL EASEMENT AREA DESCRIPTION

Survey Unit 124

Lands of the United States of America

Town of Colonie, County of Albany, State of New York

Area: 1,716 ± Square Feet of Land

All that certain tract, piece or parcel of land situate in the Town of Colonie, County of Albany, State of New York lying generally Southwest of Central Avenue and Northerly of lands formerly of New York Central Railroad lands now or formerly of Consolidated Rail Corporation and generally Southeast of Railroad Avenue, and being more particularly bounded and described as follows:

Commencing at the point of intersection of the division line between the lands of the United States of America as described in Book 2268 of Deeds at Page 141 and Book 2256 of Deeds at Page 590 on the Southeast and the lands now or formerly of Hadi Ipek and Havzi Ipek as described in Book 2835 of Deeds at Page 760 on the Northwest with the division line between the lands of the United States of America on the north and the lands formerly of the New York Central Railroad lands now or formerly of Consolidated Rail Corporation on the South; thence from said point of commencement along the first mentioned division line North 76 degrees 51 minutes 24 seconds West 134.91 feet to the point or place of beginning and runs thence from said point of beginning through the said lands of the United States of America as described in Book 2268 of Deeds at Page 141 and Book 2256 of Deeds at Page 590 the following (3) courses: 1) North 13 degrees 08 minutes 36 seconds, East 33.00 feet to a point; 2) South 76 degrees 51 minutes 24 seconds East 52.00 feet to a point; and 3) South 13 degrees 08 minutes 36 seconds West 33.00 feet to a point on the division line between said lands of the United States of America on the North and the said lands now or formerly of Consolidated Rail Corporation on the South; thence North 76 degrees 51 minutes 24 seconds West along the last mentioned division line 52.00 feet to the point or place of beginning and containing 1,716± square feet of land. Subject to any covenants, easements or restrictions of records.

SCHEDULE "A" SOIL EASEMENT AREA DESCRIPTION, continued

**North Lawn Easement Area
Lands of the United States of America
Town of Colonie, County of Albany, State of New York
Area: 2,500 ± Square Feet of Land**

All that certain tract, piece or parcel of land situate in the Town of Colonie, County of Albany, State of New York lying Southwest of Central Avenue and generally Southeast of McNutt Road, and being more particularly bounded and described as follows:

Beginning at a point on the Southwesterly road boundary of Central Avenue (99-foot-wide right of way), said point being situate South 40 degrees 12 minutes 14 seconds East as measured along said Southwesterly road boundary of Central Avenue, a distance of 18.51 feet from its point of intersection with the division line between the lands of the United States of America as described in Book 2256 of Deeds at Page 590 on the Southeast and the lands now or formerly of the Niagara Mohawk Power Corporation as described in Book 915 of Deeds at Page 251 on the Northwest and runs thence from said point of beginning along said southwesterly road boundary of Central Avenue South 40 degrees 12 minutes 14 seconds East 50.00 feet to a point; thence through the said lands of the United States of America as described in Book 2256 of Deeds Page 590 the following three (3) courses: 1) South 49 degrees 47 minutes 46 seconds West 50.00 feet to a point; 2) North 40 degrees 12 minutes 14 seconds West 50.00 feet to a point; and 3) North 49 degrees 47 minutes 46 seconds East 50.00 feet to the point or place of beginning and containing 2,500± square feet of land. Subject to any covenants, easements, or restrictions of records.

SCHEDULE "A" SOIL EASEMENT AREA DESCRIPTION, continued

Survey Unit 104

Lands of the United States of America

Town of Colonie, County of Albany, State of New York

Area: 5,171 ± Square Feet of Land

All that certain tract, piece or parcel of land situate in the Town of Colonie, County of Albany, State of New York lying generally Southwest of Central Avenue and generally Southeast of McNutt Road, and being more particularly bounded and described as follows:

Beginning at the point of intersection of the division line between the lands of the United States of America as described in Book 2268 of Deeds at Page 141 and Book 2256 of Deeds at Page 590 on the Southwest and the lands now or formerly of the Niagara Mohawk Power Corporation as described in Book 915 of Deeds at Page 251 on the Northeast with the division line between the said lands of the United States of America on the Southeast and the lands now or formerly of TJM Enterprises of Albany, LLC as described in Book 2943 of Deeds at Page 543 on the Northwest and runs thence from said point of beginning along the above first mentioned division line South 40 degrees 18 minutes 04 seconds East 74.56 feet to a point; thence through the said lands of the United States of America the following two (2) courses: 1) South 49 degrees 41 minutes 56 seconds West 47.00 feet to a point; and 2) North 40 degrees 18 minutes 04 seconds West 110.06 feet to a point on the division line between the said lands of the United States of America on the Southeast and the said lands now or formerly of TJM Enterprises of Albany, LLC on the Northwest; thence North 49 degrees 46 minutes 29 seconds East along the last mentioned division line 47.00 feet to the point or place of beginning and containing 5,171± square feet of land. Subject to any covenants, easements or restrictions of records.

SCHEDULE "B" PROPERTY DESCRIPTION
Lands of the United States of America
1130 Central Avenue
Town of Colonie, County of Albany, State of New York
Area: 11.29 ± Acres of Land

All that certain tract, piece or parcel of land situated, lying and being in the Town of Colonie, County of Albany, State of New York, lying Southwest of Central Avenue, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Southwesterly boundary of Central Avenue 99 foot-wide right-of-way with the division line between the lands of The United States of America as described in Book 2256 of Deeds at Page 590 on the Northwest and the lands now or formerly of Edge of Woods Holding Group, Ltd. as described in Book 2648 of Deeds at Page 826 on the Southeast and runs thence from said point of beginning South 49 deg. 50 min. 56 sec. West along the above mentioned division line 154.71 feet to the point of intersection of the common division line between the lands of The United States of America on the Southwest and the lands now or formerly of Edge of Woods Holding Group, Ltd. as described in Book 2648 of Deeds at Page 826 and lands now or formerly of MBF Management Corporation as described in Book 2865 of Deeds at Page 977 on the Northeast; thence South 40 deg. 09 min. 04 sec. East along the above last mentioned common division line 282.62 feet to the point of intersection of the division line between the lands of The United States of America on the Northwest and the lands now or formerly of Donald Grimm as described in Book 2673 of Deeds at Page 237 on the Southeast; thence South 47 deg. 15 min. 51 sec. West along the above last mentioned division line 125.43 feet to the point of intersection of the division line between the lands of The United States of America on the North and the lands formerly of New York Central Railroad lands now or formerly of Consolidated Rail Corporation on the South said division line being the municipal division line between the Town of Colonie on the North and the City of Albany on the South; thence North 76 deg. 51 min. 24 sec. West along the above last mentioned division line 1,130.65 feet to the point of intersection of the common division line between the lands of The United States of America as described in Book 2268 of Deeds at Page 141 on the Southeast and the lands now or formerly of Hadi Ipek and Havzi Ipek as described in Book 2835 of Deeds at Page 760 and lands now or formerly of the Town of Colonie on the Northwest; thence North 49 deg. 00 min. 32 sec. East along the above last mentioned common division line 507.01 feet to its intersection with the common division line between the lands of The United States of America as described in Book 2268 of Deeds at Page 141 on the Northeast and the lands now or formerly of the Town of Colonie and lands now or formerly of Hadi Ipek and Havzi Ipek on the Southwest; thence North 56 deg. 44 min. 01 sec. West along the above last mentioned common division line 203.50 feet to its intersection with the division line between the lands of The United States of America on the Southeast and the lands now or formerly of Niagara Mohawk Power Corporation as described in Book 1494 of Deeds at Page 305 on the Northwest; thence North 49 deg. 46 min. 29 sec. East along the above last mentioned division line 127.37 feet to the point of intersection of the division line between the lands of The United States of America as described in Book 2268 of Deeds at Page 141 on the Southwest and the lands now or formerly of Central Ventures 46 Inc. on the Northeast; thence along the above last mentioned division line the following seven (7) courses: 1) South 30 deg. 34 min. 41 sec. East 101.44 feet to a point; 2) thence North 49 deg. 46 min. 29 sec. East 25.00 feet to a point; 3) thence South 40 deg. 13 min. 31 sec. East 50.00 feet to a point; 4) thence North 49 deg. 46 min. 29 sec. East 4.00 feet to a point; 5) thence South 16 deg. 32 min. 41 sec. East 45.58 feet to a point; 6) thence North 49 deg. 48 min. 29 sec. East 17.33 feet to a point; and 7) thence South 24 deg. 18 min. 21 sec. East 36.35 feet to its intersection with the division line between the lands

of The United States of America on the Southeast and the lands now or formerly of Central Ventures 46 Inc. on the Northwest; thence North 49 deg. 42 min. 29 sec. East along the above last mentioned division line 207.73 feet to a point at the intersection of the division line between the lands of The United States of America as described in Book 2268 of Deeds at Page 141 and Book 2256 of Deeds at Page 590 on the Southwest and the lands now or formerly of Niagara Mohawk Power Corporation as described in Book 915 of Deeds at Page 251 on the Northeast; thence South 40 deg. 18 min. 04 sec. East along the above last mentioned division line 209.56 feet to the point of intersection of the division line between the lands of The United States of America on the Southeast and the lands now or formerly of Niagara Mohawk Power Corporation on the Northwest; thence North 49 deg. 41 min. 56 sec. East along the above last mentioned division line 169.59 feet to the intersection with the above mentioned Southwesterly boundary of Central Avenue; thence South 40 deg. 12 min. 14 sec. East along the Southwesterly boundary of Central Avenue 385.26 feet to the point or place of beginning and containing 11.29 acres of land, more or less.