

FINAL COPY

PREPARED BY AND RETURN TO:

GE Corporate  
191 Rosa Parks Street  
Cincinnati, OH 45202  
Attention: Jennifer L. Shea

The County Parcel Identification No. of the Property is: 29007017000100

**GRANTOR:** General Electric Company ("GE" or "Grantor")

**PROPERTY ADDRESS:** 2901 East Lake Road, Erie, Pennsylvania

### ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 ("UECA"). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the U.S. Environmental Protection Agency ("USEPA" or "Agency").

1. **Property Affected.** The property affected ("Property") by this Environmental Covenant is located in Lawrence Park Township, Erie County.

The latitude and longitude of the center of the Property is: 42/08/44.91 N, 80/01/40.31 W.

The Property has been known by the following name(s): General Electric Transportation; General Electric Erie. The USEPA Facility ID# is PAD 005 033 055.

A complete description of the Property is attached to this Environmental Covenant as **Exhibit A**. A map and coordinates of the Property boundary is attached to this Environmental Covenant as **Exhibit B and Table 1**, respectively.

2. **Property Owner / GRANTOR / GRANTEE.** General Electric Company ("GE") is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 2901 East Lake Road, Building 9-201, Erie, PA 16531-0001.

4. **Description of Contamination & Remedy.** In 1986, a RCRA Facility Assessment ("RFA") identified multiple solid waste management units ("SWMUs") and

areas of concern (“AOCs”) with constituents of concern at concentrations in excess of residential and industrial/commercial action levels in the soil and groundwater at the Property. Based on discussions with USEPA, the following SWMUs required further investigation: SWMU 1- Waste Disposal Area NW Corner, SWMU 2 – Waste Disposal Area NE Corner, and SWMU 5 – Open Pit Burning Area. Additionally, a wastewater treatment sludge landfill called the In-Plant Landfill, subject to biannual groundwater monitoring and other post-closure requirements pursuant to a Post-Closure Permit issued by Pennsylvania Department of Environmental Protection (“PADEP” or “Department”) on December 10, 2012, was identified as SWMU 6. USEPA also identified site-wide groundwater as an AOC due to the history of industrial use and minor spills at the Property.

Between 2009 and 2016, GE conducted multiple soil and groundwater investigations at the Property to determine the extent of various constituents in soil and groundwater in concentrations above both USEPA Region III Screening Levels (“RSLs”) and PADEP Medium-Specific Concentration (“MSC”) standards. GE’s Final Supplemental Corrective Action Investigation Report (“Final SCAIR”) was approved by USEPA on October 31, 2016. With respect to the groundwater AOC, GE submitted a Groundwater Usage Evaluation Report (“GUER”) and Risk Assessment Report (“RAR”) as part of the Fourth Supplemental CAIR in January 2015. Based on this information, USEPA determined that the PADEP Non-Residential Non-Use (“NRNU”) Aquifers MSC standards were protective of human health and the environment for the constituents at the Property given that the aquifer is not a potential source of drinking water. USEPA also determined that natural attenuation is occurring in one well in SWMU 5 (MW 5-2) where localized groundwater exhibits levels of constituents exceeding PADEP NRNU MSCs for certain volatile organic compounds (“VOCs”) and semi-VOCs. For soils at the Property, USEPA determined that on-site arsenic levels were within the range of naturally occurring levels in Pennsylvania, and, as such, not associated with operations at the Property. All other constituents exceeding USEPA’s RSLs were screened against the most conservative risk of  $10^{-6}$ , and all VOCs, semi-VOCs, and polychlorinated biphenyl (“PCBs”) were within USEPA’s acceptable risk range of  $10^{-4}$  to  $10^{-6}$  for Corrective Action.

In its Final Decision and Response to Comments (“FDRTC”), dated May 17, 2017, USEPA Region III selected land and groundwater use restrictions, groundwater monitoring, implementation of health and safety measures, and compliance with a PADEP Post-Closure Permit as the Final Remedy for the Property. Because contamination will remain in the soil and groundwater at the Property, USEPA is requiring land and groundwater use restrictions and groundwater monitoring pursuant to this Environmental Covenant. The Final Remedy requirements are:

- (a) Implementation of land and groundwater use restrictions in order to eliminate exposure pathways, including a groundwater use restriction and restricting the Property to non-residential use;

- (b) Implementation of protective health and safety procedures to eliminate exposures during excavation activities;
- (c) Groundwater monitoring of concentrations in one well (MW 5-2) until the standards in **Table 2** are met; and
- (d) Continuation of compliance with the PADEP Post-Closure Permit requirements for SWMU 6.

Records pertaining to the contamination and remedy for the Property are located at or available through:

USEPA Region III  
1650 Arch Street  
Philadelphia, PA 19103  
Contact: Mr. Kevin Bilash (3LC30)  
Phone: (215) 814-2796  
Fax: (215) 814-3113  
Email: [bilash.kevin@epa.gov](mailto:bilash.kevin@epa.gov)

5. **Activity and Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- (a) Use of groundwater for human or animal consumption, or agricultural purposes on, upon or under the Property is prohibited.
- (b) Property use is restricted to non-residential property uses, as defined as, any real property on which commercial, industrial, manufacturing or any other activity that is done for further development, manufacturing, or distribution of goods and services, intermediate and final business activities, research and development, warehousing, shipping, transport, remanufacturing, stockpiling of raw materials, storage, repair and maintenance of commercial machinery and equipment, and solid waste management. The term “non-residential” shall not include child or adult daycare uses or any type of school or educational use for children/young adults in grades kindergarten through twelfth grade; hospital, nursing home, or assisted living facility uses; hotel or motel uses; any other residential-style facility uses; or any similar accessory or incidental uses thereto, whether permanent or temporary. All residential use of the Property for the housing of human beings is prohibited.
- (c) Excavation or other intrusive activity that could result in contact with contaminated soil or groundwater within the affected areas identified on **Exhibit C-1 through C-4**, which boundary extents coordinates presented on **Table 3** and metes and bounds descriptions of the areas provided as **Exhibit C-5**, all of which are incorporated by reference herein, shall be performed in compliance with the comprehensive Institutional Controls Management Plan for the Property, dated March 23, 2018 (“ICM

Plan”), attached hereto and made a part hereof, and as the same may at any time be amended, supplemented, restated or otherwise modified by mutual agreement by and between the Agency, Grantor and Grantee. The affected areas are referred to hereinafter as the “Impacted Areas.”

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** As requested by USEPA, the then current owner of the Property shall submit to the USEPA written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within one month after any of the following events, the then current owner of the Property shall submit to the USEPA written documentation: (a) noncompliance with paragraph 5 (Activity and Use Limitations) of this Environmental Covenant; (b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant; (c) changes in use of the Property; or (d) filing of application for any building permit or other approval for any building or site work that will affect contamination in the Impacted Areas subject to this Environmental Covenant. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the USEPA.** In addition to any rights already possessed by the USEPA, this Environmental Covenant grants to the USEPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date of the USEPA’s approval of this Environmental Covenant, GE shall file this Environmental Covenant with the Recorder of Deeds for Erie County, and send a file-stamped copy of this Environmental Covenant to the USEPA within 90 days of the USEPA’s approval of this Environmental Covenant. Within that time period, GE also shall send a file-stamped copy to each of the following: Lawrence Park Township; City of Erie; and the USEPA.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this Paragraph 10. The then current owner of the Property shall provide USEPA written notice of the pendency of any proceeding that could lead to a foreclosure, as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner’s receiving notice of the pendency of such proceeding.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the



Commonwealth of Pennsylvania provided that: (1) the Agency waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Agency determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Agency provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Agency.

11. **Department Notification and Enforcement.**

(a) Notification. In addition to the required notice to the Agency under 27 Pa. C.S. §§ 6509 and 6910, the then current owner shall provide the Department written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Department.

12. **USEPA's address.** Communications with the USEPA regarding this Environmental Covenant shall be sent to:

Director, Land and Chemicals Division,  
USEPA Region III  
1650 Arch Street  
Philadelphia, PA, 19103

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13. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner / Grantor / Grantee in the following form:

GENERAL ELECTRIC COMPANY,  
Owner / Grantor / Grantee

Date: August 22, 2018

By: Richard T. Krolczyk  
Name: Richard T. Krolczyk  
Title: Erie Plant Manager

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Erie ) SS:

On this 22 day of August, 2018, before me, the undersigned officer, personally appeared Richard T. Krolczyk [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA  
**NOTARIAL SEAL**  
Lorie S. Watson, Notary Public  
City of Erie, Erie County  
My Commission Expires December 08, 2019

In witness whereof, I hereunto set my hand and official seal.

Lorie S. Watson

Notary Public

APPROVED, by the United States Environmental Protection Agency

Date: 9.27, 2018

John A. Armstead  
Director  
Land and Chemicals Division  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103

John A. Armstead

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COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF PHILADELPHIA )

) SS:

On this 27 day of September, 2018, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Bettina L Dunn

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

BETTINA L. DUNN, Notary Public

City of Philadelphia, Phila. County

My Commission Expires December 17, 2020



Table 1  
Property Boundary Vertexes  
Environmental Covenant  
General Electric Transportation - Erie, Pennsylvania

| Vertex #                          | Northing  | Easting    | Latitude (DD) | Longitude (DD) | Latitude (DMS)   | Longitude (DMS)  |
|-----------------------------------|-----------|------------|---------------|----------------|------------------|------------------|
| <b>Property Boundary Vertexes</b> |           |            |               |                |                  |                  |
| 1                                 | 729853.86 | 1348280.58 | 42.14727      | -80.03719      | 42° 8' 50.179" N | 80° 2' 13.892" W |
| 2                                 | 730189.68 | 1348994.68 | 42.14824      | -80.03459      | 42° 8' 53.681" N | 80° 2' 4.534" W  |
| 3                                 | 731093.47 | 1350706.69 | 42.15085      | -80.02837      | 42° 9' 3.051" N  | 80° 1' 42.131" W |
| 4                                 | 731851.54 | 1352111.32 | 42.15303      | -80.02327      | 42° 9' 10.902" N | 80° 1' 23.755" W |
| 5                                 | 730531.78 | 1352704.37 | 42.14945      | -80.02095      | 42° 8' 58.023" N | 80° 1' 15.426" W |
| 6                                 | 730298.26 | 1352833.78 | 42.14882      | -80.02045      | 42° 8' 55.750" N | 80° 1' 13.627" W |
| 7                                 | 730086.37 | 1353006.04 | 42.14825      | -80.01980      | 42° 8' 53.703" N | 80° 1' 11.268" W |
| 8                                 | 729949.61 | 1353165.60 | 42.14789      | -80.01920      | 42° 8' 52.394" N | 80° 1' 9.103" W  |
| 9                                 | 729872.27 | 1353313.42 | 42.14769      | -80.01864      | 42° 8' 51.668" N | 80° 1' 7.114" W  |
| 10                                | 729820.23 | 1353509.57 | 42.14756      | -80.01791      | 42° 8' 51.205" N | 80° 1' 4.493" W  |
| 11                                | 729761.95 | 1353752.59 | 42.14741      | -80.01701      | 42° 8' 50.692" N | 80° 1' 1.248" W  |
| 12                                | 729646.32 | 1353947.69 | 42.14711      | -80.01628      | 42° 8' 49.601" N | 80° 0' 58.619" W |
| 13                                | 729466.75 | 1354111.00 | 42.14663      | -80.01566      | 42° 8' 47.870" N | 80° 0' 56.390" W |
| 14                                | 729258.67 | 1354214.41 | 42.14607      | -80.01526      | 42° 8' 45.842" N | 80° 0' 54.945" W |
| 15                                | 728984.82 | 1353805.72 | 42.14529      | -80.01674      | 42° 8' 43.032" N | 80° 1' 0.273" W  |
| 16                                | 728680.02 | 1353455.49 | 42.14443      | -80.01800      | 42° 8' 39.931" N | 80° 1' 7.815" W  |
| 17                                | 729040.59 | 1353289.42 | 42.14540      | -80.01865      | 42° 8' 43.449" N | 80° 1' 7.144" W  |
| 18                                | 729019.86 | 1353246.06 | 42.14534      | -80.01881      | 42° 8' 43.233" N | 80° 1' 7.712" W  |
| 19                                | 728865.22 | 1353317.07 | 42.14492      | -80.01853      | 42° 8' 41.724" N | 80° 1' 6.716" W  |
| 20                                | 728790.94 | 1353334.71 | 42.14472      | -80.01846      | 42° 8' 40.995" N | 80° 1' 6.456" W  |
| 21                                | 728709.59 | 1353331.66 | 42.14450      | -80.01846      | 42° 8' 40.191" N | 80° 1' 6.468" W  |
| 22                                | 728632.23 | 1353306.32 | 42.14428      | -80.01855      | 42° 8' 39.421" N | 80° 1' 6.777" W  |
| 23                                | 728564.85 | 1353260.63 | 42.14410      | -80.01871      | 42° 8' 38.744" N | 80° 1' 7.360" W  |
| 24                                | 728515.41 | 1353202.45 | 42.14396      | -80.01892      | 42° 8' 38.240" N | 80° 1' 8.115" W  |
| 25                                | 728049.12 | 1352234.73 | 42.14261      | -80.02244      | 42° 8' 33.385" N | 80° 1' 20.793" W |
| 26                                | 727565.34 | 1351138.25 | 42.14120      | -80.02644      | 42° 8' 28.324" N | 80° 1' 35.173" W |
| 27                                | 727038.33 | 1349967.50 | 42.13967      | -80.03070      | 42° 8' 22.815" N | 80° 1' 50.523" W |
| 28                                | 727018.39 | 1349883.78 | 42.13961      | -80.03101      | 42° 8' 22.597" N | 80° 1' 51.627" W |
| 29                                | 727022.28 | 1349812.07 | 42.13962      | -80.03127      | 42° 8' 22.616" N | 80° 1' 52.580" W |
| 30                                | 727044.60 | 1349743.81 | 42.13967      | -80.03153      | 42° 8' 22.819" N | 80° 1' 53.493" W |
| 31                                | 727090.19 | 1349676.48 | 42.13979      | -80.03178      | 42° 8' 23.252" N | 80° 1' 54.403" W |
| 32                                | 727157.65 | 1349623.03 | 42.13997      | -80.03198      | 42° 8' 23.904" N | 80° 1' 55.135" W |
| 33                                | 727569.63 | 1349425.43 | 42.14109      | -80.03275      | 42° 8' 27.921" N | 80° 1' 57.901" W |
| 34                                | 727550.54 | 1349383.08 | 42.14103      | -80.03290      | 42° 8' 27.721" N | 80° 1' 58.456" W |
| 35                                | 727099.44 | 1349593.27 | 42.13981      | -80.03209      | 42° 8' 23.321" N | 80° 1' 55.510" W |
| 36                                | 727102.18 | 1349598.89 | 42.13982      | -80.03207      | 42° 8' 23.350" N | 80° 1' 55.436" W |
| 37                                | 726916.99 | 1349682.67 | 42.13932      | -80.03174      | 42° 8' 21.543" N | 80° 1' 54.260" W |
| 38                                | 726920.76 | 1349692.02 | 42.13933      | -80.03170      | 42° 8' 21.583" N | 80° 1' 54.137" W |
| 39                                | 726779.26 | 1349756.78 | 42.13895      | -80.03145      | 42° 8' 20.202" N | 80° 1' 53.228" W |
| 40                                | 726747.20 | 1349684.93 | 42.13885      | -80.03171      | 42° 8' 19.867" N | 80° 1' 54.171" W |
| 41                                | 726828.20 | 1349647.72 | 42.13907      | -80.03186      | 42° 8' 20.657" N | 80° 1' 54.693" W |
| 42                                | 726839.21 | 1349670.18 | 42.13910      | -80.03178      | 42° 8' 20.772" N | 80° 1' 54.398" W |
| 43                                | 731863.97 | 1352160.56 | 42.15307      | -80.02309      | 42° 9' 11.037" N | 80° 1' 23.106" W |
| 44                                | 731905.16 | 1352238.00 | 42.15318      | -80.02280      | 42° 9' 11.464" N | 80° 1' 22.093" W |
| 45                                | 731879.35 | 1352343.09 | 42.15312      | -80.02241      | 42° 9' 11.236" N | 80° 1' 20.689" W |
| 46                                | 731728.43 | 1352477.94 | 42.15272      | -80.02190      | 42° 9' 9.781" N  | 80° 1' 18.847" W |
| 47                                | 731558.87 | 1352768.95 | 42.15227      | -80.02081      | 42° 9' 8.182" N  | 80° 1' 14.926" W |
| 48                                | 731454.05 | 1353063.61 | 42.15201      | -80.01972      | 42° 9' 7.223" N  | 80° 1' 10.979" W |
| 49                                | 731382.47 | 1353094.51 | 42.15181      | -80.01960      | 42° 9' 6.524" N  | 80° 1' 10.544" W |



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Property Boundary Vertexes  
Environmental Covenant  
General Electric Transportation - Erie, Pennsylvania

| Vertex #                                  | Northing  | Easting    | Latitude (DD) | Longitude (DD) | Latitude (DMS)   | Longitude (DMS)  |
|---|-----------|------------|---------------|----------------|------------------|------------------|
| <b>Property Boundary Vertexes (Cont.)</b> |           |            |               |                |                  |                  |
| 50  | 730965.37 | 1352855.65 | 42.15065      | -80.02044      | 42° 9' 2.344" N  | 80° 1' 13.569" W |
| 51  | 730702.91 | 1352909.61 | 42.14993      | -80.02021      | 42° 8' 59.766" N | 80° 1' 12.762" W |
| 52  | 730483.41 | 1353030.70 | 42.14934      | -80.01974      | 42° 8' 57.630" N | 80° 1' 11.078" W |
| 53  | 730466.07 | 1353099.38 | 42.14930      | -80.01949      | 42° 8' 57.476" N | 80° 1' 10.161" W |
| 54  | 730415.18 | 1353121.74 | 42.14916      | -80.01940      | 42° 8' 56.980" N | 80° 1' 9.847" W  |
| 55  | 730312.87 | 1352884.94 | 42.14886      | -80.02026      | 42° 8' 55.908" N | 80° 1' 12.953" W |
| 56  | 730452.39 | 1352800.12 | 42.14924      | -80.02059      | 42° 8' 57.264" N | 80° 1' 14.128" W |
| 57  | 730660.81 | 1352701.61 | 42.14980      | -80.02097      | 42° 8' 59.296" N | 80° 1' 15.507" W |
| 58  | 730925.28 | 1352581.84 | 42.15052      | -80.02144      | 42° 9' 1.877" N  | 80° 1' 17.189" W |
| 59  | 731051.40 | 1352860.37 | 42.15089      | -80.02043      | 42° 9' 3.195" N  | 80° 1' 13.536" W |
| 60  | 731236.54 | 1352940.66 | 42.15140      | -80.02015      | 42° 9' 5.044" N  | 80° 1' 12.535" W |
| 61  | 731336.47 | 1352937.08 | 42.15167      | -80.02017      | 42° 9' 6.029" N  | 80° 1' 12.618" W |
| 62  | 731412.90 | 1352900.23 | 42.15188      | -80.02031      | 42° 9' 6.775" N  | 80° 1' 13.133" W |
| 63  | 731510.58 | 1352770.99 | 42.15214      | -80.02080      | 42° 9' 7.706" N  | 80° 1' 14.882" W |
| 64  | 731597.66 | 1352610.03 | 42.15237      | -80.02140      | 42° 9' 8.524" N  | 80° 1' 17.049" W |
| 65  | 731472.65 | 1352333.97 | 42.15200      | -80.02241      | 42° 9' 7.218" N  | 80° 1' 20.669" W |
| 66  | 730227.88 | 1352947.62 | 42.14863      | -80.02003      | 42° 8' 55.085" N | 80° 1' 12.092" W |
| 67  | 730327.54 | 1353129.21 | 42.14892      | -80.01937      | 42° 8' 56.116" N | 80° 1' 9.717" W  |
| 68  | 730157.32 | 1353249.60 | 42.14846      | -80.01891      | 42° 8' 54.466" N | 80° 1' 8.060" W  |
| 69  | 729995.39 | 1353485.39 | 42.14804      | -80.01802      | 42° 8' 52.928" N | 80° 1' 4.875" W  |
| 70  | 729863.97 | 1353815.29 | 42.14770      | -80.01679      | 42° 8' 51.716" N | 80° 1' 0.452" W  |
| 71  | 729690.03 | 1354062.33 | 42.14724      | -80.01586      | 42° 8' 50.062" N | 80° 0' 57.113" W |
| 72  | 729468.54 | 1354217.23 | 42.14664      | -80.01527      | 42° 8' 47.915" N | 80° 0' 54.981" W |
| 73  | 729452.06 | 1354179.00 | 42.14660      | -80.01541      | 42° 8' 47.742" N | 80° 0' 55.482" W |
| 74  | 729589.42 | 1354079.61 | 42.14696      | -80.01579      | 42° 8' 49.073" N | 80° 0' 56.849" W |
| 75  | 729756.20 | 1353876.41 | 42.14741      | -80.01656      | 42° 8' 50.667" N | 80° 0' 59.603" W |
| 76  | 729852.03 | 1353631.61 | 42.14765      | -80.01747      | 42° 8' 51.550" N | 80° 1' 2.885" W  |
| 77  | 729896.30 | 1353395.59 | 42.14776      | -80.01834      | 42° 8' 51.927" N | 80° 1' 6.032" W  |
| 78  | 729973.66 | 1353221.22 | 42.14796      | -80.01899      | 42° 8' 52.645" N | 80° 1' 8.373" W  |
| 79  | 730081.35 | 1353080.51 | 42.14824      | -80.01952      | 42° 8' 53.672" N | 80° 1' 10.278" W |
| 80  | 729424.12 | 1354194.60 | 42.14652      | -80.01535      | 42° 8' 47.470" N | 80° 0' 55.266" W |
| 81  | 729465.66 | 1354300.55 | 42.14664      | -80.01497      | 42° 8' 47.908" N | 80° 0' 53.874" W |
| 82  | 729323.39 | 1354328.62 | 42.14625      | -80.01485      | 42° 8' 46.510" N | 80° 0' 53.452" W |
| 83  | 729283.62 | 1354258.10 | 42.14614      | -80.01510      | 42° 8' 46.099" N | 80° 0' 54.374" W |
| 84  | 729203.20 | 1354238.39 | 42.14592      | -80.01517      | 42° 8' 45.300" N | 80° 0' 54.608" W |
| 85  | 728887.72 | 1354374.81 | 42.14506      | -80.01464      | 42° 8' 42.220" N | 80° 0' 52.688" W |
| 86  | 728851.20 | 1354296.42 | 42.14496      | -80.01492      | 42° 8' 41.839" N | 80° 0' 53.716" W |
| 87  | 728507.45 | 1353535.77 | 42.14396      | -80.01769      | 42° 8' 38.248" N | 80° 1' 3.689" W  |
| 88  | 728622.07 | 1353482.23 | 42.14427      | -80.01790      | 42° 8' 39.366" N | 80° 1' 4.440" W  |
| 89  | 728842.07 | 1353723.47 | 42.14489      | -80.01703      | 42° 8' 41.601" N | 80° 1' 1.315" W  |
| 90  | 729077.09 | 1354036.90 | 42.14556      | -80.01590      | 42° 8' 44.003" N | 80° 0' 57.238" W |

**Notes:**

- 1) Coordinate system is Pennsylvania State Plan NAD 83 North Foot.
- 2) DD: Decimal Degrees
- 3) DMS: Degrees/Minutes/Seconds

**Table 2**  
**Groundwater Cleanup Goals**  
**Environmental Covenant**  
**General Electric Transportation - Erie, Pennsylvania**

|                                   | CAS No.  | Non-Residential<br>Non-Use<br>Aquifer MSCs (mg/L) |
|-----------------------------------|----------|---|
| <b>Volatile Organic Compounds</b> |          |   |
| 1,2-Dichloroethane                | 107-06-2 | 0.05  |
| cis-1,2-Dichloroethene            | 156-59-2 | 0.7   |
| Trichloroethene                   | 79-01-6  | 0.05  |
| Vinyl Chloride                    | 75-01-4  | 0.02  |

**Notes:**

- 1) MSCs- Medium Specific Concentrations
- 2) mg/L- milligrams per liter
- 3) Groundwater Cleanup Goals from Table 3 of United States Environmental Protection Agency Statement of Basis. General Electric Transportation (General Electric Erie). 2901 E. Lake Rd., Erie, Pennsylvania, EPA ID No. PAD 005 033 055. April 2017.

**Table 3**  
**SWMU Vertexes**  
**Environmental Covenant**  
**General Electric Transportation - Erie, Pennsylvania**

| Vertex #              | Northing  | Easting    | Latitude (DD) | Longitude (DD) | Latitude (DMS)   | Longitude (DMS)  |
|-----------------------|-----------|------------|---------------|----------------|------------------|------------------|
| <b>SWMU-1 Vertexs</b> |           |            |               |                |                  |                  |
| 1                     | 730043.82 | 1349793.91 | 42.14790      | -80.03163      | 42° 8' 52.449" N | 80° 1' 53.877" W |
| 2                     | 729512.40 | 1348665.65 | 42.14636      | -80.03574      | 42° 8' 46.907" N | 80° 2' 8.663" W  |
| 3                     | 729324.57 | 1348583.81 | 42.14584      | -80.03602      | 42° 8' 45.031" N | 80° 2' 9.683" W  |
| 4                     | 728578.78 | 1348929.82 | 42.14382      | -80.03468      | 42° 8' 37.757" N | 80° 2' 4.830" W  |
| 5                     | 729175.46 | 1350201.39 | 42.14555      | -80.03005      | 42° 8' 43.980" N | 80° 1' 48.167" W |
| BLDG19A               | 728645.24 | 1348935.56 | 42.14400      | -80.03466      | 42° 8' 38.415" N | 80° 2' 4.778" W  |
| <b>SWMU-3 Vertexs</b> |           |            |               |                |                  |                  |
| 6                     | 731335.95 | 1352172.53 | 42.15162      | -80.02299      | 42° 9' 5.826" N  | 80° 1' 22.763" W |
| 7                     | 731421.33 | 1351817.22 | 42.15183      | -80.02431      | 42° 9' 6.577" N  | 80° 1' 27.508" W |
| 8                     | 731211.18 | 1351363.80 | 42.15122      | -80.02596      | 42° 9' 4.384" N  | 80° 1' 33.452" W |
| 9                     | 730662.76 | 1350804.14 | 42.14967      | -80.02797      | 42° 8' 58.823" N | 80° 1' 40.688" W |
| 10                    | 730092.88 | 1350891.14 | 42.14812      | -80.02759      | 42° 8' 53.219" N | 80° 1' 39.334" W |
| 11                    | 729774.19 | 1351063.97 | 42.14726      | -80.02693      | 42° 8' 50.116" N | 80° 1' 36.930" W |
| 12                    | 730464.01 | 1352574.67 | 42.14926      | -80.02142      | 42° 8' 57.320" N | 80° 1' 17.123" W |
| BLDG12                | 730725.61 | 1350893.95 | 42.14985      | -80.02764      | 42° 8' 59.467" N | 80° 1' 39.518" W |
| <b>SWMU-5 Vertexs</b> |           |            |               |                |                  |                  |
| 13                    | 727561.93 | 1350561.23 | 42.14115      | -80.02856      | 42° 8' 28.140" N | 80° 1' 42.828" W |
| 14                    | 727457.52 | 1350610.23 | 42.14087      | -80.02837      | 42° 8' 27.122" N | 80° 1' 42.142" W |
| 15                    | 727614.08 | 1350943.88 | 42.14132      | -80.02716      | 42° 8' 28.754" N | 80° 1' 37.769" W |
| 16                    | 727718.50 | 1350894.89 | 42.14160      | -80.02735      | 42° 8' 29.773" N | 80° 1' 38.456" W |
| BLDG44J               | 727443.33 | 1350599.98 | 42.14083      | -80.02841      | 42° 8' 26.979" N | 80° 1' 42.273" W |

**Notes:**

- 1) Coordinate system is Pennsylvania State Plan NAD 83 North Foot.
- 2) DD: Decimal Degrees
- 3) DMS: Degrees/Minutes/Seconds



# Exhibit A

## Property Description





DEED: SCHOOL DISTRICT OF MILLCREEK TP.  
TO GENERAL ELECTRIC COMPANY.  
RECORDED FEBRUARY 2<sup>nd</sup>, 1914.

) This indenture made the twenty-  
) eighth day of August in the year of our  
) Lord one thousand nine hundred and  
thirteen. Between School District of

Millcreek Township, Erie County, Pennsylvania, party of the first part and General Electric Company, a corporation under the laws of the state of New York, duly authorized to do business under the laws of the state of Pennsylvania, party of the second part.

Witnesseth, that said party of the first part for and in consideration of the one (\$1.00) dollar lawful money of the United States to it in hand paid by said party of the second part at and before the sealing and delivery of these presents the receipt and payment whereof is hereby acknowledged hath remise, released and quit-claimed and by these presents doth remise, release and quit-claim unto said party of the second part and to its successors and assigns all that certain piece or parcel of land, situated in Millcreek Township, Erie County, Pennsylvania, being part of tract No. 248 and bounded and described as follows, to wit: Beginning on the northerly line of the Lake Road five(5) rods eastwardly from the intersection of the west line of Tract 243, with said Lake Road; thence northwardly parallel with the west line of <sup>said</sup> Tract 243, sixteen(16) rods; thence westwardly parallel with the north line of said Lake Road five(5) rods; thence southwardly along the west line of Tract 243 sixteen(16) rods to the north line of the Lake Road; thence eastwardly along the north line of said Lake Road five(5) rods to the place of beginning, containing one-half( $\frac{1}{2}$ ) acre. Being the same land conveyed to the School District of Millcreek Township and successors, recorded in Erie County, Pennsylvania, Deed Book 84, page 759.

This conveyance is made in pursuance of a vote of the majority of the members of the Board of School Directors of the School District of Millcreek Township, Erie County, Pennsylvania, duly passed at a regularly called meeting of said Board at which a quorum were present, and voting a copy of which resolution is as follows:—Resolved that the President and Secretary of the School District of Millcreek Township, be and they are hereby authorized and directed to execute a quit-claim deed to General Electric Company, of any interest, which the school district of Millcreek Township may have in the land described in Erie County, Penna., Deed Book 84 page 759, the School House upon said premises having been abandoned by said Board and the School District of Millcreek Township, doth hereby constitute and appoint H. C. Evans, President of the School District of Millcreek Township, to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgments to the intent that the same may be duly recorded.

Together with all and singular the tenements, hereditaments and appurtenances whatsoever thereto belonging or in anywise appertaining, and the reversions, remainders rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part either in law or equity of,

in, to or out of the same.

To have and to hold all and singular the premises hereby remised and released with the appurtenances unto said party of the second part its successors and assigns forever.

In witness whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered

School District of Millcreek Twp. (L. S.)

in presence of :

H. G. Evans, President, (L. S.)

(Corp.)  
(Seal)

Attest: F. T. Chamberlain, Secy. (L. S.)

State of Pennsylvania }  
Erie County } SS.

I hereby certify that on this day of 27th, day of December in the year of our Lord one thousand nine hundred and thirteen, before me the subscriber a Notary Public in and for the county and state aforesaid, personally appeared H. G. Evans, President, of the School District of Millcreek Township, the attorney named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said deed to be the act of the said School District of Millcreek Township.

Witness my hand and official seal the day and year aforesaid.

(N. P.)  
(Seal)

J. E. Reed,

Notary Public

Commission expires March 11, 1917.

DEED: MORROW B. LOWRY'S EXR. & C.

TO GEZA LENGVEL ET UX.

RECORDED FEBRUARY 3", 1914.

This indenture made the 16 day of  
October in the year of our Lord one thou-  
sand nine hundred thirteen.

Between Frank Gunnison, surviving executor

and trustee under the last will and testament of Morrow B. Lowry, deceased, of the city of Erie, county of Erie and state of Pennsylvania, party of the first part and Geza Lengyel and Charlotte Lengyel, his wife of the same place, party of the second part.

Whereas, the said Morrow B. Lowry was, at the time of his death, the owner of the undivided one half inter alia of the land hereinafter described and whereas being so seized thereof, he died testate, appointing by his last will and testament Harriet J. Lowry executrix and Frank Gunnison, executor thereof and whereas after the said Harriet J. Lowry died, leaving the said Frank Gunnison sole surviving executor and whereas, Morrow B. Lowry by his <sup>said</sup> last will and testament duly authorized and empowered the said Executrix and executor or the survivor of them to convey his real estate as by the record of said will duly probated and of record in the office of the Register of Wills in and for the county of Erie aforesaid; reference being thereunto had will more fully and at large appear, and whereas, after the death of the said Morrow B. Lowry by virtue of the authority given in said will, the said first party

south 84 degrees west ten (10) chains by and along the north line of the land of C. E. Leet to an iron pin; thence south 65 degrees west by and along the north line of the land of C. E. Leet four and twenty-five hundredths (4.25) chains to an iron pin at the southeast corner of the land formerly owned by Laura F. Beckwith; thence north one (1) degree east ten and fifty-two hundredths (10.52) chains to an iron pin, the place of beginning, containing sixteen and twenty-three hundredths (16.23) acres of land be the same more or less.

Also, all that certain other piece or parcel of land situate and lying in the Township aforesaid, being bounded and described as follows, to-wit:

Beginning at an iron pin at the northeast corner of the premises being described and at the northwest corner of the next above described lands; thence south one (1) degree west ten and fifty-two hundredths (10.52) chains by and along the west line of said lands to an iron pin; thence south 65 degrees west six and seventy-five hundredths (6.75) chains to a cedar post in the south line of the land of the Thompson heirs and north line of lands of C. E. Leet; thence north one (1) degree east ten and sixty hundredths (10.60) chains by and along the east line of the Thompson heirs, Rudolph Gutteberg and Alfred King, to an iron pin located at the southwest corner of the land of John Larson; thence north 65 $\frac{1}{2}$  degrees east six and seventy-five hundredths (6.75) chains to the place of beginning, containing seven acres of land be the same more or less; and both of the within described pieces of land being the same premises conveyed to the said John V. Laver by William R. Isbell and wife by deed dated February 27th, 1915, recorded in the Recorder's Office Erie County, Pa., in Deed Book No. 209 at page 630.

As a part of the above stated purchase price the grantee assumes and agrees to pay a certain mortgage of \$5,000.00 in favor of William R. Isbell and wife, and recorded in Mortgage Book No. 91 at page 145.

And the said grantors, do hereby warrant generally the property hereby conveyed.

In witness whereof, the said grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered)

John V. Laver

(Seal)

in the presence of )

Anna Laver

(Seal)

- )

State of Pennsylvania,) SS.  
County of Erie, )

On this 30th day of December A. D. 1918, before me, came the above named John V. Laver, and Anna Laver, his wife, and acknowledged the foregoing deed to be their act and deed and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

(N.P.) (\$3.50 Int. Rev. )

Gertrude Gross

(Seal) (Stamps cancelled )

Notary Public

Commission expires at end of next Session of Senate.

DEED: JOHN A. MAHRS ET UX )

This deed, made the 24th day of December, in the

TO GENERAL ELECTRIC COMPANY )

year nineteen hundred and eighteen.

RECORDED DEC. 30, 1918, at 3:12 PM )

Between John A. Mahrs, and Rosa M. Mahrs, his wife,

of the City of Erie, County of Erie and State of Pennsylvania, parties of the first part, grantors

and

General Electric Company, party of the second part, grantee.

Witnesseth, that in consideration of One (\$1.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby release and quitclaim to the said grantee,

All that certain piece or parcel of land situate in Millersburg Township, Erie County, Pennsylvania, being part of Reserve Tracts #44 and #45, bounded and described as follows, to-wit:-

Beginning at a point in the center line of Twelfth Street, eighty (80) feet wide at the east line produced of the land conveyed to Buffalo & Lake Erie Traction Company by deed recorded in Erie County, Pennsylvania, Deed Book 321 page 439, which point of beginning is twelve hundred four and sixty-nine hundredths (1204.69) feet more or less west of the west line of Franklin Avenue, a street one hundred (100) feet wide; thence from said point of beginning northwardly along the east line of said land heretofore conveyed to Buffalo & Lake Erie Traction Company (and by said line produced to the center of Tenth Street); thence eastwardly in the center of Tenth Street five hundred (500) feet; thence southwardly parallel with Franklin Avenue to the center of Twelfth Street; thence westwardly along the center of Twelfth Street to the place of beginning, together with the buildings erected thereon.

The intention of this deed is to convey any interest of first parties (if they have any interest) in and to the property hereinbefore described, which interest (if any) first parties may have acquired under Agreements dated August 20th 1917, between Lawrence Park Realty Company and John A. Maahs; September 20th 1917, between General Electric Company and John A. Maahs, or April 18th 1918, between General Electric Company, and Lawrence Park Realty Company and John A. Maahs.

In witness whereof, said grantors have hereunto set their hand and seal the day and year first above written.

|                               |               |        |
|-------------------------------|---------------|--------|
| Signed, sealed and delivered) | John A. Maahs | (Seal) |
| in presence of )              | Rosa M. Maahs | (Seal) |
| Dorman Weaver )               |               |        |

State of Pennsylvania,) SS.  
County of Erie, )

On this 24th day of December A. D. 1918, before me came the above named John A. Maahs, and Rosa M. Maahs, his wife, and acknowledged the foregoing deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Dorman Weaver

Notary Public, Erie, Pa.

My commission expires Feb. 3, 1921.

DEED: C. C. DEMING ET UX ) This indenture, made the thirtieth day  
TO THEODORE JOHNSON ET UX ) of December in the year of our Lord one  
RECORDED DEC. 31, 1918, at 9:45 AM ) thousand nine hundred and eighteen.

Between C. C. Deming and Ella Deming, his wife, of the City of Erie,



DEED: LAWRENCE PARK REALTY CO. )

TO GENERAL ELECTRIC COMPANY )

This indenture made the 26th day of

RECORDED NOV. 23, 1925 @ 10:57 A.M. )

October, in the year of our Lord, nineteen hundred and twenty five.

Between Lawrence Park Realty Company,--party of the first part, and General Electric Company,--party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of One (\$ 1.00) Dollars lawful money of the United States, in hand paid by the said party of the second part, at and before the ensueing and delivery of these presents, the receipt and payment whereof is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said party of the second part, and to its successors, and assigns,

All that certain piece or parcel of land situate in Tract No. 247. Millcreek Township, Erie County, Pennsylvania, bounded and described as follows, to wit:-

Beginning, at a point called Point "A" in the center of the East Lake Road, and in the center of a private road referred to in Erie County Deed Book 243, page 485; thence southwardly to Point "B" located in the center of Main Street on a line with the Eastern abutments of the Main Street Bridge over Four Mile Creek, ( which Point B is located 356.06 feet distant from Monument No. 32, referred to in Deed Book 243, page 485, and North 76 degrees 26' 16" east from said monument No. 32); thence southeastwardly to point C. on the north line of the right of way of the East Erie Commercial Railroad, at the corner, on the north line of said Railroad, referred to in Deed Book 243, page 485; thence westwardly about 310 feet parallel to the center line of East Erie Commercial Railroad, and distant thirty (30) feet therefrom to what was in 1920, the center of the relocated Crowley Road, said road, then being fifty-two (52) feet in width; thence by and along said relocated road, north 24 degrees 57 minutes west 80 feet; thence by a curve to the left of 838.97 feet radius and 62 degrees 44 minutes central angle; thence north 87 degrees 41 minutes west 150 feet; thence by a curve to the right of 559.5 feet radius and 62 degrees 13 minutes central angle; thence north 25 degrees 28 minutes west, 388.5 feet, passing through monument No. 32, at 138.5 feet; thence by a curve to the right of 600 foot radius and 36 degrees 50 minutes central angle; thence by a curve to the left of 600 feet radius and 73 degrees 40 minutes central angle; thence by a curve to the right of 600 feet radius, and 36 degrees 50 minutes central angle; thence north 25 degrees 28 minutes west 70.68 feet, passing ten feet to the right of Monument No. 30, to the center of the East Lake Road, thence north 37 degrees 59' 50" east 357.59 feet to point "A" the place of beginning.

Description  
O.K.

W.K.Patterson.

msb.

Lawrence Park Realty Company, doth hereby constitute and appoint A.H. Jackson, President, of Lawrence Park Realty Company, to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge, this deed before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgements, to the intent that the same may be duly recorded.

Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereto belonging, and the reversions and remainders, rents, issues and profits thereof. And also all the estate, and interest whatsoever of the said party of the first part in law or equity, of, in, to or out of the same.

To have and to hold the premises hereby granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to the use of the said party of the second part, its successors and assigns forever. And the said party of the first part, its successors, executors and administrators, doth hereby covenant and agree to and with the said party of the second part, its successors, heirs and assigns, that in the said party of the first part, its successors the above mentioned and described premises, with the appurtenances, unto the said party of the second part against the said party of the first part, and its successors, , against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend, by these presents in witness whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

|                              |   |         |                                     |
|------------------------------|---|---------|-------------------------------------|
| Signed, sealed and delivered | ) | (Corp.) | Lawrence Park Realty Company (Seal) |
| In the presence of           | ) | (Seal ) | By A.H. Jackson (L.S.)              |
| Attest                       | ) |         | President (L.S.)                    |
| M. F. Westover               | ) |         |                                     |
| Secy.                        | ) |         |                                     |
| O.K.                         | ) |         |                                     |
| M. Griswold                  | ) |         |                                     |
| State of New York            | ) | SS      |                                     |
| County of Schenectady        | ) |         |                                     |

I hereby certify that on this 31st day of October, in the year of our Lord one thousand nine hundred and twenty five, before me the subscriber, a Notary Public, in and for the County and State aforesaid, Personally appeared A. H. Jackson, President, of Lawrence Park Realty Company, the attorney named in the foregoing deed and by virtue and in pursuance of the authority therein conferred upon him, acknowledged, the said deed to be the act of the said Lawrence Park Realty Company.

Witness my hand and official seal the day and year aforesaid.

(N.P.)  
(Seal)

R. D. Moot  
Notary Public, Schenectady, County, N.Y.  
My Commission expires March 30, 1927.

DEED: GENERAL ELECTRIC REALTY CORP. ) This Deed made the 26th day of June, in the year  
TO: GENERAL ELECTRIC COMPANY )Nineteen Hundred and Thirty-nine.  
RECORDED: JUNE 30, 1939 @ 11:15 AM ) Between General Electric Realty Corporation, a corpo-  
ration organized under the laws of the State of Delaware, party of the first part, and General  
Electric Company, a corporation organized under the laws of the State of New York, party of the  
second part.

Whereas, the premises hereinafter described were conveyed by Lawrence Park Realty Company,  
a Pennsylvania corporation now dissolved, to General Electric Athletic Association, a Pennsylvania  
corporation, by deed, dated December 26, 1933, and recorded in Erie County Deed Book 361 at Page  
349, and said deed provided as follows:

"This conveyance is made to the party of the second part to be used only for the purposes  
set forth in its charter and if and when the same ceases to be used for those purposes, the title  
to said premises shall revert to General Electric Realty Corporation, a corporation organized un-  
der the laws of the State of Delaware, which last named corporation shall have the right to  
then enforce the covenants contained in this deed." and

Whereas, said General Electric Athletic Association by deed of even date herewith is convey-  
ing said premises to said General Electric Company, and it is desired to perfect the title of said  
General Electric Company to said premises;

Now, Therefore, this indenture witnesseth, that in consideration of One Dollar (\$1.00) and  
other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged,  
the said party of the first part does hereby release and quit-claim to the said party of the  
second part,

All that certain piece or parcel of land situated in Tract No. 247 in Lawrence Park Township,  
Erie County, Pennsylvania. The land herein conveyed is bounded on the west by a line fifty feet  
east of the east line of Lawrence Parkway, measured at right angles thereto, on the north by East  
Lake Road Boulevard, on the east by a line in the creek bed of Four Mile Creek, on the south by a  
line 225 feet north of the north line of Main Street (eighty feet wide). Reference is made to  
map recorded in Erie County Map Book 3, pages 39, 40 and 41. The property hereby conveyed being  
bounded and described as follows, to-wit:-

Beginning at a point in the south line of East Lake Road Boulevard in the center north and  
south line (produced) of the bridge over Four Mile Creek, which point of beginning is located  
north 60 degrees 30 minutes 08 seconds East, along the south line of said East Lake Road Boulevard  
as at present widened, a distance of 116.22 feet from the intersection of the center line of  
Lawrence Parkway and the south line of East Lake Road Boulevard; thence from said point of begin-  
ning South 77 degrees 36 minutes 45 seconds East in Four Mile Creek, a distance of 108.21 feet to  
a point; thence South 43 degrees 11 minutes 26 seconds East in Four Mile Creek, a distance of  
202.39 feet; thence South 61 degrees 11 minutes East in Four Mile Creek a distance of 336.81 feet  
to a point; thence South 71 degrees 49 minutes 43 seconds East in Four Mile Creek, a distance of  
312.75 feet to a point; thence south 24 degrees 45 minutes 20 seconds East in Four Mile Creek, 76  
feet to a point; thence South 28 degrees 24 minutes 37 seconds West in Four Mile Creek, a distance  
of 642.2 feet to a point; thence South 1 degree 40 minutes 25 seconds West in Four Mile Creek, a  
distance of 188.72 feet to a point; thence South 36 degrees 51 minutes East in Four Mile Creek to  
a point 225 feet north of the north line of Main Street (eighty feet wide); thence westwardly par-  
allel with Main Street (eighty feet wide) and 225 feet north of the north line of Main Street,  
measured at right angles thereto, to a point called point "O", which point "O" is located fifty  
feet east of the east line of Lawrence Parkway, measured at right angles thereto and said point  
"O" is located 225 feet north of the north line of Main Street (eighty feet wide) measured at

right angles thereto; thence from point "O" northwardly parallel with the east line of Lawrence Parkway and at all points fifty feet distant therefrom, measured at right angles thereto, to a point in the south line of East Lake Road Boulevard called point "P"; thence from point "P" North 60 degrees 30 minutes 08 seconds East along the south line of East Lake Road Boulevard to the place of beginning.

Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereto belonging and the reversions and remainders, rents, issues and profits thereof; and also all the estate and interest whatsoever of the said party of the first part in law or equity of, in, to or out of the same.

To have and to hold the premises hereby granted, or intended so to be, according to the terms hereof, with the appurtenances unto the said party of the second part, its successors and assigns, to the use of the said party of the second part, its successors and assigns forever.

General Electric Realty Corporation doth hereby constitute and appoint J. V. Anthony, President of General Electric Realty Corporation to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgments, to the intent that the same may be duly recorded.

This conveyance is made in pursuance of a resolution duly adopted by the Board of Directors of General Electric Realty Corporation, authorizing the execution, acknowledgment and delivery of the same.

|                              |        |                                     |
|------------------------------|--------|-------------------------------------|
| Attest:                      | (Corp) | General Electric Realty Corporation |
| A. D. Marshall               |        | By J. V. Anthony                    |
| Assistant Secretary          | (Seal) | President                           |
| J.P.B.                       |        |                                     |
| State of New York )          |        |                                     |
| County of Schenectady ) ss.: |        |                                     |

On this 26th day of June, Nineteen Hundred and Thirty-nine, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared J. V. Anthony, the attorney of General Electric Realty Corporation named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said deed to be the act of the said Corporation.

Witness my hand and official seal the day and year aforesaid.

|        |                               |
|--------|-------------------------------|
| (N.P.) | May R. Robinson               |
| (Seal) | Notary Public                 |
|        | My commission expires 3-30-40 |

I hereby certify that the residence of the within named Grantee is East Lake Road, Erie, Pa.

A. H. Zeidler



DEED: GENERAL ELECTRIC ATHLETIC ASSN. ) This Indenture, made the 26th day of June in  
 TO: GENERAL ELECTRIC COMPANY ) the year of our Lord one thousand nine hundred thirty-  
 RECORDED: JUNE 30, 1939 @ 11:16 AM ) nine.

Between General Electric Athletic Association, a corporation incorporated under the laws of the State of Pennsylvania (See proceedings in No. 381 May Term 1926, in the Court of Common Pleas of Erie County, Pennsylvania,) party of the first part, and General Electric Company, a corporation under the laws of the State of New York, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, to it in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt and payment whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, and to its successors and assigns.

All that certain piece or parcel of land situated in Tract No. 247 in Lawrence Park Township, Erie County, Pennsylvania. The land herein conveyed is bounded on the west by a line fifty feet east of the east line of Lawrence Parkway, measured at right angles thereto, on the north by East Lake Road Boulevard, on the east by a line in the creek bed of Four Mile Creek, on the south by a line 225 feet north of the north line of Main Street (eighty feet wide). Reference is made to map recorded in Erie County Map Book 3, pages 39, 40 and 41. The property hereby conveyed being bounded and described as follows, to-wit:

Beginning at a point in the south line of East Lake Road Boulevard in the center north and south line (produced) of the bridge over Four Mile Creek, which point of beginning is located north 60 degrees 30 minutes 08 seconds East, along the south line of said East Lake Road Boulevard as at present widened, a distance of 116.22 feet from the intersection of the center line of Lawrence Parkway and the south line of East Lake Road Boulevard; thence from said point of beginning South 77 degrees 36 minutes 45 seconds East in Four Mile Creek, a distance of 108.21 feet to a point; thence South 43 degrees 11 minutes 26 seconds East in Four Mile Creek, a distance of 202.39 feet; thence South 61 degrees 11 minutes East in Four Mile Creek a distance of 336.81 feet to a point; thence south 71 degrees 49 minutes 43 seconds East in Four Mile Creek, a distance of 312.75 feet to a point; thence south 24 degrees 45 minutes 20 seconds East in Four Mile Creek, 76 feet to a point; thence South 28 degrees 24 minutes 37 seconds West in Four Mile Creek, a distance of 642.2 feet to a point; thence South 1 degree 40 minutes 25 seconds West in Four Mile Creek, a distance of 188.72 feet to a point; thence South 36 degrees 51 minutes East in Four Mile Creek to a point 225 feet north of the north line of Main Street (eighty feet wide); thence westwardly parallel with Main Street (eighty feet wide) and 225 feet north of the north line of Main Street, measured at right angles thereto, to a point called point "O", which point "O" is located fifty feet east of the east line of Lawrence Parkway, measured at right angles thereto and said point "O" is located 225 feet north of the north line of Main Street (eighty feet wide) measured at right angles thereto; thence from point "O" northwardly parallel with the east line of Lawrence Parkway and at all points fifty feet distant therefrom, measured at right angles thereto, to a point in the south line of East Lake Road Boulevard called point "P"; thence from point "P" North 60 degrees 30 minutes 08 seconds East along the south line of East Lake Road Boulevard to the place of beginning.

Being the same premises heretofore conveyed by Lawrence Park Realty Company to the party of the first part by deed dated December 26, 1933, and recorded in Erie County Deed Book 361 at Page 349.

This conveyance is made pursuant to a resolution of the Board of Directors of General Electric Athletic Association duly and unanimously passed at a regularly called meeting of said Directors duly held on May 12, 1938, at which meeting a majority of the Board were present and voting.

General Electric Athletic Association doth hereby constitute and appoint Fred P. Tate, President of General Electric Athletic Association to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgments, to the intent that the same may be duly recorded.

Together with all and singular, the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, and the reversions and remainders, rents, issues and profits thereof; and also all the estate and interest whatsoever of the said party of the first part, in law or equity, of, in, to or out of the same.

To have and to hold the premises hereby granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to the use of the said party of the second part, its successors and assigns forever. And the said party of the first part, its successors and assigns, do hereby covenant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, the above mentioned and described premises, with the appurtenances, unto the said party of the second part against the said party of the first part and its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under the party of the first part, shall and will warrant and forever defend by these presents.

In witness whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Attest:  
J. K. Barker  
Assistant Secretary  
J.P.B.

General Electric Athletic Association  
By Fred P. Tate  
President

State of Pennsylvania )  
                                  ss.:  
County of Erie )

On this 28th day of June, Nineteen Hundred and Thirty-nine, before me, the subscriber, a Notary Public, in and for the County and State aforesaid, personally appeared Fred P. Tate, the attorney of General Electric Athletic Association named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said deed to be the act of the said Corporation.

Witness my hand and official seal the day and year aforesaid.

(N.P.)  
(Seal)

Myrtle E. Walker  
Notary Public  
My Commission Expires Aug. 2, 1942

I hereby certify that the residence of the within named Grantee is East Lake Road, Erie, Pa.

A. H. Zeidler

DEED: EAST ERIE COMMERCIAL RAILROAD ) This Deed  
 TO: GENERAL ELECTRIC COMPANY ) Made the 9th day of November in the year nineteen  
 RECORDED: NOVEMBER 10, 1942 @ 2:44 P. M. ) hundred and forty-two,

Between East Erie Commercial Railroad, a corporation incorporated under the laws of the Commonwealth of Pennsylvania, party of the first part, and General Electric Company, a corporation incorporated under the laws of the State of New York, party of the second part,

Witnesseth: That in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the party of the first part, the grantor herein, does hereby release and Quit-Claim to the party of the second part, the grantee herein,

All those certain pieces or parcels of land, situate in the Township of Lawrence Park, County of Erie, and State of Pennsylvania, bounded and described as follows, to-wit:

Parcel No. 135. Beginning at a point located three hundred (300) feet South twenty-six degrees twenty minutes twenty-two seconds East (S 26° 20' 22" E) and twenty-five (25) feet South sixty-three degrees thirty-nine minutes thirty-eight seconds West (S 63° 39' 38" W) of the intersection of the center of the north track and west track of the East Erie Commercial Railroad Parcel #2; thence North twenty-six degrees twenty minutes twenty-two seconds West (N 26° 20' 22" W) one hundred (100) feet to point of curve, thence by a curve to the right or north and east, having a radius of two hundred twenty-five (225) feet a distance of three hundred fifty-three and four-tenths (353.4) feet, thence North sixty-three degrees thirty-nine minutes thirty-eight seconds East (N 63° 39' 38" E) one hundred (100) feet, thence by a curve to the west and south having a radius of three hundred twenty-five (325) feet a distance of five hundred ten and five-tenths (510.5) feet to the point of beginning, containing twenty-seven hundredths (0.27) acres more or less;

Parcel No. 137. Beginning at Monument #36 located in the north right-of-way line of the New York Central Railroad Company, thence westwardly along said right-of-way line a distance of one thousand two hundred eleven and eight hundredths (1211.08) feet, thence North twenty-six degrees twenty minutes twenty-two seconds West (N 26° 20' 22" W) one hundred fifty-five (155) feet to the point of beginning, thence by a curve to the northeast having a radius of five hundred thirty (530) feet a distance of two hundred fifty-six and ninety-four hundredths (256.94) feet to a point in the west line of the East Erie Commercial Railroad right-of-way, thence South twenty-six degrees twenty-three minutes seven seconds East (S 26° 23' 07" E) along said west line one hundred nine and thirteen hundredths (109.13) feet to a point of curve, thence by said curve to the southwest having a radius of three hundred fifty-nine and five tenths (359.5) feet a distance of four hundred thirty-seven and seventy-two hundredths (437.72) feet to a point in the north line of the East Erie Commercial Railroad right-of-way, thence by said north line South sixty-three degrees thirty-nine minutes thirty-eight seconds West (S 63° 39' 38" W) one hundred forty-one and six tenths feet to the point of beginning, containing thirty-nine hundredths (0.39) acres more or less.

And the said East Erie Commercial Railroad does hereby constitute and appoint George W. Dean to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgement, to the intent that the same may be duly recorded.

In witness whereof said grantor has caused its corporate seal to be hereunto affixed, duly attested by its proper officers, the day and year first above written.

East Erie Commercial Railroad

By George W. Dean, President

Attest: Dorman Weaver, Secretary

Commonwealth of Pennsylvania )  
 County of Erie ) ss.: On this 9th day of November, 1942 before me, a notary public, the undersigned officer, personally appeared George W. Dean, known to me to be the person whose name is subscribed as attorney in fact for East Erie Commercial Railroad, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(N. P. ) (\$1.10 Fed. Rev. ) Esther H. Highmyer  
 (Seal ) (Stamps Cancelled) Notary Public  
 My Commission expires March 19, 1943.

I hereby certify that the residence of the within named grantee is  
 Schenectady, N. Y.

Signed Henry A. MacDonald

DEED: GENERAL ELECTRIC COMPANY ) This Deed  
 TO: EAST ERIE COMMERCIAL RAILROAD ) Made the 3rd day of November in the year  
 RECORDED: NOVEMBER 10, 1942 @ 2:45 P. M. ) nineteen hundred and forty-two,

Between General Electric Company, a corporation incorporated under the laws of the State of New York, party of the first part, and East Erie Commercial Railroad, a corporation incorporated under the laws of the Commonwealth of Pennsylvania, party of the second part,

Witnesseth: That in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the party of the first part, the grantor herein, does hereby release and Quit-Claim to the party of the second part, the grantee herein,

All those certain pieces or parcels of land, situate in the Township of Lawrence Park, County of Erie, and State of Pennsylvania, bounded and described as follows, to-wit:

Parcel No. 136. Beginning at a point located three hundred (300) feet South twenty-six degrees twenty minutes twenty-two seconds East (S 26° 21' 22" E) and twenty-five (25) feet North sixty-three degrees thirty-nine minutes thirty-eight seconds East (N 63° 39' 38" E) of the intersection of the center line of north track and west track of the East Erie Commercial Railroad Parcel #2, thence North twenty-six degrees twenty minutes twenty-two seconds West (N 26° 20' 22" W) one hundred (100) feet to a point of curve, thence by a curve to the right or north and east having a radius of one hundred seventy-five (175) feet a distance of two hundred seventy-four and nine-tenths (274.9) feet, thence North sixty-three degrees thirty-nine minutes thirty-eight seconds East (N 63° 39' 38" E) one hundred (100) feet to a point of curve, thence west and south along a curve having a radius of two hundred seventy-five (275) feet a distance of four hundred thirty-one and ninety-seven hundredths (431.97) feet to the point or place of beginning, containing twenty-two hundredths (0.22) acres more or less;

Parcel No. 138. Beginning at a point in the north right-of-way line of the New York Central Railroad Company twenty-five (25) feet North sixty-three degrees thirty-nine minutes thirty-eight seconds East (N 63° 39' 38" E) of Monument #14 located in the center line of Franklin Avenue; thence North sixty-three degrees thirty-nine minutes thirty-eight seconds East (N 63° 39' 38" E) twenty-five (25) feet, thence North twenty-six degrees fourteen minutes ten seconds West (N 26° 14' 10" W) twenty (20) feet, thence South sixty-three degrees thirty-nine minutes thirty-eight seconds West (S 63° 39' 38" W) twenty-five (25) feet, thence South twenty-six degrees fourteen minutes ten seconds East (S 26° 14' 10" E) twenty (20) feet to the point of beginning, containing eleven thousandths (0.011) acres more or less.

And the said General Electric Company does hereby constitute and appoint E. D. Spicer to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Deed before any person having authority by the laws of the Commonwealth of Pennsylvania to



Quitclaim Deed No. 884  
Recorded Oct. 29<sup>th</sup> 1948  
@ 11:19 AM  
Harry  
Miller,  
Recorder.

Printed and Sold by John C. Clark Co., 1429 N. Penn Square, Phila.

BOOK 527 PAGE 88

# This Indenture, Made the

29th day of May June in the year of our

Lord one thousand nine hundred ~~forty-five~~ Forty-Eight.

Between EAST ERIE COMMERCIAL RAILROAD, a corporation duly organized under the laws of the State of Pennsylvania, party of the first part,

and

GENERAL ELECTRIC COMPANY, a corporation duly organized under the laws of the State of New York, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar,

lawful money of the United States of America, to it well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents, does remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, ALL that certain piece or parcel of land situate in the Township of Lawrence Park, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: A strip of land fifty (50) feet in width, twenty-five (25) feet of which is located on either side of the center line, which center line is bounded and described as follows, to-wit: Beginning at a point B located two thousand one hundred eighty-one and eighty-nine one-hundredths (2181.89) feet north 63°39' 38" east of the center line of Franklin Avenue, and one hundred fifty-five (155) feet north 26°20'22" west of the north line of the New York Central Railroad right-of-way; thence north 88°34' east, one thousand and fifty-seven and forty-nine one-hundredths (1057.49) feet to a point A which is the point of tangency of a curve connecting with the yard track of the General Electric Company. Containing one and twenty-one one-hundredths (1.21) acres of land.

Being the same premises conveyed by party of the second part to party of the first part by deed dated December 27, 1929, recorded in Erie County Deed Book 344, page 91. This conveyance is made for the purpose of correcting the description of property conveyed by the above referred to deed, and by and under the authority of a resolution of

the Board of Directors of East Erie Commercial Railroad, duly passed at a regularly called meeting.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest,

property, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

In Witness Whereof, the said East Erie Commercial Railroad has hereunto caused its corporate seal to be affixed and attested this 29th day of May, A.D. one thousand nine hundred and forty-five. Forty-Five.

Sealed and Delivered  
IN THE PRESENCE OF US:

EAST ERIE COMMERCIAL RAILROAD.

By J. H. Huntt President.

Attest: M. L. Gies Secretary.



Executed, the day of the date of the above Indenture, of the above-named

State of Pennsylvania, } ss.  
County of Erie,

On the 30th day of June, Anno Domini 1948, before me, the subscriber a Notary Public in and for said county and state, personally appeared J. H. Huntt, President of the said

East Erie Commercial Railroad, who being duly sworn according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the above Indenture was duly sealed and delivered by of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned

and that the names of this deponent as President

and of of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid. Witness my hand and notarial seal.

Mrs. Mary Catherine Schubert  
My Commission expires Jan. 7, 1951

I hereby certify that the P.O. address of the within named grantee is

East Erie Commercial Railroad  
Office

D E E D.

THIS INDENTURE, Made the *29th* day of *December* 1953, BETWEEN GENERAL ELECTRIC REALTY CORPORATION, a Delaware corporation, with its principal office in the City of Schenectady, New York, Grantor, and GENERAL ELECTRIC COMPANY, a New York corporation, with its principal office in the City of Schenectady, New York, Grantee.

NOW, THIS INDENTURE WITNESSETH, That the General Electric Realty Corporation for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, to it well and truly paid by the General Electric Company at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said General Electric Company, its successors and assigns.

ALL that certain piece or parcel of land situate in the Township of Lawrence Park, Erie County, Pennsylvania, bounded and described as follows, to-wit: Beginning at a point on the north line of Main Street, said beginning point being described from the intersection of the west line of Napiar Ave. and the north line of Main Street; thence S. 65° 13' 08" W. along the north line of Main Street a distance of 116.44 feet to said beginning point; thence S. 65° 13' 08" W. along the north line of Main Street a distance of 210.96 feet to the East line of Lawrence Parkway; thence along the east line of Lawrence Parkway being a curve to the right having a radius of 1575 feet an arc distance of 272.26 feet and having a chord distance of 271.92 feet and a bearing of N. 30° 43' 42" W. to the point of tangent of the curve; thence N. 25° 46' 34" W. along the west line of Lawrence Parkway a distance of 1012.88 feet to a point; thence N. 64° 13' 26" E. a distance of 50.00 feet to the east line of the old 50 foot right of way; thence S. 25° 46' 34" E. along a line 50 feet east and parallel with the east line of Lawrence Parkway a distance of 1012.88 feet to a point of curve; thence along the said east line of the 50 foot right of way being a curve to the left having a radius of 1525.0 feet an arc distance of 46.36 feet and having a chord distance of 46.35 feet and a bearing of S. 26° 38' 49" E. to a point;

thence N. 65° 13' 08" E. parallel to and 225 feet north of the north line of Main Street a distance of 20.97 feet to a point; thence S. 36° 52' 32" E. a distance of 7.16 feet to a point; thence S. 77° 14' 47" E. a distance of 196.29 feet to a point; thence S. 30° 17' 52" E. a distance of 98.88 feet to the north line of Main Street, and the place of beginning; containing 2.1 acres of land, more or less.

ALSO ALL that certain piece or parcel of land situate in the Township of Lawrence Park, Erie County, Pennsylvania, bounded and described as follows, to-wit: Beginning at a point on the south line of Main Street 117 feet westerly from the intersection of the south line of Main Street and the west line of Napier Ave.; thence southerly by a curve to the east having a radius of 536.00 feet, a chord of 285.0 feet S. 40° 11' 57" E. and an arc distance of 288.47 feet to a point; thence S. 55° 37' 02" E. a distance of 229.03 feet to a point; thence S. 69° 01' 29" E. a distance of 39.95 feet to a point; thence S. 65° 13' 08" W. parallel to Main Street and said line being 500 feet southerly from and measured perpendicular to the south line of Main Street a distance of 80.52 feet to a point, said point being 50 feet measured on a radial line from the east line of Lawrence Parkway; thence southeasterly along the easterly line of an old right of way, said easterly line being 50 feet easterly and parallel to the east line of Lawrence Parkway, and being a curve to the east having a radius of 700 feet, a chord of 87.09 feet S. 82° 35' 11" E., and an arc distance of 87.14 feet to a point of reverse curve; thence by a curve to the west having a radius of 840.00 feet, a chord of 324.09 feet S. 75° 01' 49" E. an arc distance of 326.13 feet to a point of compound curve; thence by a curve to the west having a radius of 923 feet, a chord of 452.89 feet S. 49° 42' 21" E. and an arc distance of 457.56 feet to a point of compound curve; thence by a curve to the west having a radius of 429.54 feet, a chord of 79.35 feet S. 30° 12' 15" E. and an arc distance of 79.47 feet to a point of tangent; thence S. 24° 54' 15" E. a distance of 26.61 feet to a point; thence S. 65° 13' 08" W. along the south line of Bell Street extended a distance of 50 feet to a point in the east line of Lawrence Parkway; thence along the east line of Lawrence Parkway N. 24° 54' 15" W. a distance of 26.52 feet to a point of curve; thence by a curve to the west having a radius of 379.54 feet, a chord of 70.12 feet N. 30° 12' 15" W. and an arc distance of 70.22 feet to a point of compound curve; thence by a curve to the west having a radius 873.0 feet, a chord 428.36 feet N. 49° 42' 21" W. and an arc distance of 432.77 feet to a point of compound curve; thence by a curve to the west having a radius of 790 feet, a chord of 304.80 feet N. 75° 01' 49" W. and an arc distance of 306.72 feet to a point of reverse curve; thence by a curve to the east having a radius of 750.0 feet, a chord of 504.26 feet N. 66° 30' 32" W. and an arc distance of 514.28 feet to a point of compound curve; thence by a curve to the east having a radius of 1574.0 feet, a chord of 224.94 feet N. 42° 46' 02" W. and an arc distance of 225.13 feet to a point on the south line of Main Street, said point being the intersection of the south line of Main Street and the east line of Lawrence Parkway; thence N. 65° 13' 08" E. along the south line of Main Street a distance of 214.83 feet to the place of beginning. Containing 3.3 acres of land more or less.



ALSO ALL that certain piece or parcel of land situate in the Township of Lawrence Park, Erie County, Pennsylvania, bounded and described as follows, to-wit: Beginning at the southeast corner of the parcel herein described, said beginning point being described from the intersection of the west line of Napier Ave. and the North line of Main Street; thence S. 65° 13' 08" W. along the north line of Main Street a distance of 116.44 feet to a point; thence N. 30° 17' 52" W., a distance of 98.88 feet; thence N. 77° 14' 47" W. 196.29 feet to a stake; thence N. 36° 52' 32" W. 7.16 feet to a point; being the place of beginning; thence S. 65° 13' 08" W. 20.97 feet to a point; thence N. 25° 46' 34" W., 111 feet, more or less, a calculated distance, to a point; thence S. 36° 52' 32" E., 121.74 feet, more or less, to the place of beginning, being a triangular piece of land.

AND ALSO all right, title, estate, covenants running with the land, remainder or reversion acquired by grantor herein from Lawrence Park Realty Company by deed dated December 26, 1933 and recorded December 29, 1933 in the Office of the Recorder of Deeds for Erie County, Pennsylvania, in Deed Book 348, page 354, relating to those parcels of land being conveyed by Lawrence Park Township by quit-claim deed under date of December 24, 1953, to the grantees herein.

TOGETHER with all right and title to any roadways or streets abutting the above described parcels of land.

The transfer of the within described property was authorized by the Board of Directors of the grantor herein on December 18, 1953.

TOGETHER with all and singular the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the revisions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, of General Electric Realty Corporation in law, equity, or otherwise howsoever, of, in, to or out of the same;

TO HAVE AND TO HOLD the said lands, tenements, property, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said General Electric Company, its successors and assigns, to and for the only

proper use and behoof of the said General Electric Company, its successors and assigns forever.

IN WITNESS WHEREOF, the said GENERAL ELECTRIC REALTY CORPORATION, as aforesaid, has caused its corporate seal to be affixed, and attested this 27th day of December, 1953.

GENERAL ELECTRIC REALTY CORPORATION,

By J. E. Fleming Vice President.

Attest: H. L. [Signature] Assistant Secretary.



State of New York, }  
County of Schenectady, } SS:

On this, the 27th day of December, 1953, before me a Notary Public, the undersigned officer, personally appeared J. E. Fleming who acknowledged himself to be the Vice-President of General Electric Realty Corporation, a corporation, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

John W. Britten  
Notary Public

My Commission Expires March 30, 1954

JOHN W. BRITTEN  
Notary Public, State of New York  
Residing in Schenectady County  
My Commission expires March 30, 1954

COUNTY OF SCHENECTADY }  
CLERK'S OFFICE }  
STATE OF NEW YORK }



I, CARROLL A. GARDNER, Clerk of the County of Schenectady, and also Clerk of the Supreme and County Courts, being sworn, do hereby certify that J. E. Fleming whose name is subscribed to the Certificate of acknowledgment or proof of the annexed instrument, and whose name is subscribed to the annexed jurat, was at the time of taking such acknowledgment, or proof, or of administering such oath or affirmation, a Notary Public — Commissioner of Deeds in and for said County, residing therein, duly commissioned and sworn and authorized by the laws of the State of New York to take the acknowledgments and proofs of deeds or conveyances, for land, tenements, or hereditaments and to administer oaths or affirmations in said County. And further, that I am well acquainted with the handwriting of said officer and verily believe that the signature to said jurat or certificate of acknowledgment or proof is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Courts and County, this 27th day of December, 1953.

2108

Carroll A. Gardner  
Schenectady County Clerk

THIS INDENTURE, made the 24th day of December, 1953, BETWEEN LAWRENCE PARK TOWNSHIP, a municipality, with its office in the Township of Lawrence Park, Erie County, Pennsylvania, Grantor, and GENERAL ELECTRIC COMPANY, a New York corporation, with its principal office in the City of Schenectady, New York, Grantee.

NOW THIS INDENTURE WITNESSETH, That Lawrence Park Township for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, to it well and truly paid by the said General Electric Company at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto General Electric Company, its successors and assigns.

ALL that certain piece or parcel of land situate in the Township of Lawrence Park, Erie County, Pennsylvania, bounded and described, as follows: Beginning at the southeast corner of the parcel herein described, said beginning point being described from the intersection of the west line of Napier Ave. and the north line of Main Street; thence S. 65° 13' 08" W. along the north line of Main Street a distance of 116.44 feet to a point; thence N. 30° 17' 52" W.; a distance of 98.88 feet to the place of beginning; thence N. 77° 14' 47" W. a distance of 196.29 feet to a point; thence N. 36° 52' 32" W. a distance of 128.90 feet to a point; thence N. 1° 38' 53" E. a distance of 188.72 feet to a point; thence N. 28° 23' 05" E. a distance of 161.01 feet to a point; thence S. 13° 01' 52" E. a distance of 266.78 feet to a point; thence S. 30° 17' 52" E. a distance of 251.12 feet to the place of beginning, containing 1.3 acres of land, more or less.

ALSO ALL that certain piece or parcel of land situate in the Township of Lawrence Park, Erie County, Pennsylvania, bounded and described, as follows: Beginning at a point, said point being 500.0 feet southerly from and measured perpendicular to the south line of Main Street, and 50 feet measured on a radial line from the easterly line of Lawrence Parkway; thence N. 65° 13' 08" E. parallel to Main Street a distance of 80.52 feet to a point; thence S. 69° 01' 29" E. a distance of 275.87 feet to a point on curve, said line being tangent to curve at this point; thence by the east line

of old right of way said line being 50 feet easterly and parallel to the east line of Lawrence Parkway, said line being a curve to the west having a radius of 840.0 feet, a chord of 250.18 feet N. 77° 35' 19" W. and an arc distance of 251.11 feet to a point of reverse curve; thence along said line by a curve to the east having a radius of 700 feet, a chord of 87.09 feet N. 82° 35' 11" W. and an arc distance of 87.14 feet to the place of beginning; containing 0.1 acre of land, more or less.

TOGETHER with all right and title to any roadways or streets abutting the above described parcels of land.

The transfer of the within described property was authorized by the Board of Township Commissioners of the grantor herein on April 7, 1953.

TOGETHER with all and singular the ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the revisions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, of Lawrence Park Township in law, equity, or otherwise howsoever, of, in, to or out of the same;

TO HAVE AND TO HOLD the said lands, tenements, property, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said General Electric Company, its successors and assigns, to and for the only proper use and behoof of the said General Electric Company, its successors and assigns forever.

IN WITNESS WHEREOF, the said LAWRENCE PARK TOWNSHIP, as aforesaid, has caused its corporate seal to be affixed, and attested this      day of      , 1953.

LAWRENCE PARK TOWNSHIP,

By John C. Agacioti  
President, Township Commissioners.

Attest: [Signature]  
Secretary, Township Commissioners.



State of Pennsylvania,  
County of Erie,

} SS:

BOOK 667 PAGE 33

On this, the 24th day of December, 1953, before me a Notary Public, the undersigned officer, personally appeared A. E. Swetland who acknowledged himself to be the Secretary of the Township Commissioners of Lawrence Park Township, a municipality, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.



*Vernon B. Lewis*

Notary Public.

My Commission Expires February 5, 1955.

QUITCLAIM DEED

THIS INDENTURE made the 16th day of February, 1955, by and between the Reconstruction Finance Corporation, a corporation duly organized and existing under and by virtue of the laws of the United States acting by and through the Administrator or General Services as successor to War Assets Corporation, pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, hereinafter called the party of the first part, and the General Electric Company, a corporation organized and existing under and by virtue of the laws of the State of New York, One River Road, Schenectady, New York, party of the second part;

WHEREAS, the party of the second part has heretofore purchased from the United States of America certain real property, more particularly described herein, under deed dated March 14, 1946 and recorded in the Recorder's Office for Erie County, Pennsylvania, in Book 469, at page 572, between the RECONSTRUCTION FINANCE CORPORATION, a corporation duly organized under and by virtue of the laws of the United States, and General Electric Company; and

WHEREAS, said deed was made subject to the terms and conditions of a certain written agreement dated September 6, 1945, entered into between the United States of America and General Electric Company and identified as Contract No. BS-2522; and

WHEREAS, the said contract has been cancelled and terminated and the terms and conditions imposed upon this conveyance no longer exist;

WITNESSETH: That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise,

release and quitclaim unto the said party of the second part, and to its successors and assigns, the conditions and restrictions contained in the deed of property dated March 14, 1946 and recorded in the Recorder's Office for Erie County, Pennsylvania, in Book 469, at page 572, relating to the following described property situate, lying and being in Lawrence Park Township, County of Erie, Commonwealth of Pennsylvania:

Beginning at a point the Southeast corner of the tract of land herein described, which point is one hundred fifty-five feet (155') North twenty-six degrees twenty minutes twenty-two seconds (26° 20' 22") West from a point in the North Right of Way line of the New York Central Railroad which latter point in the Right of Way line aforesaid is six hundred twenty feet (620') North sixty-three degrees, thirty-nine minutes, thirty-eight seconds (63° 39' 38") East from a monument in the center line of Franklin Avenue (at this point fifty (50) feet wide) being monument No. 14 of the General Electric Company, thence extending from the point of beginning along the right of Way line of the East Erie Commercial Railroad the following three courses and distances (1) South sixty-three degrees, thirty-nine minutes, thirty-eight seconds (63° 39' 38") west two hundred six and eighty-six hundredths feet (206.86') to the point of curve; (2) thence extending along the arc of a circle bearing to the right with a radius of two hundred seventy-five feet (275') a distance of four hundred thirty-one and ninety-seven hundredths feet (431.97') to a point of tangent in the East Right of Way line of the said East Erie Commercial Railroad; (3) thence extending still along the said Right of Way line North twenty-six degrees, twenty minutes, twenty-two seconds (26° 20' 22") West fourteen hundred five feet (1405') to a point at a corner of lands of the General Electric Company; thence extending along the line of the lands of the General Electric Company North sixty-three degrees thirty-nine minutes, thirty-eight seconds (63° 39' 38") East four hundred eighty-one and eighty-six hundredths feet (481.86') to a point; thence extending along lands of the Reconstruction Finance Corporation but intended of even date herewith to be conveyed by it to the General Electric Company South twenty-six degrees, twenty minutes, twenty-two seconds (26° 20' 22") East sixteen hundred eighty feet (1680') to the point and place of beginning; containing eighteen and twenty-one hundredths (18.21) acres more or less;

IN WITNESS WHEREOF, the United States of America, acting by and through the Administrator of General Services, has caused this indenture to be executed in its name and on its behalf the day and year first above written.

RECONSTRUCTION FINANCE CORPORATION  
Acting by and through  
The Administrator of General Services

By *Robert*  
Commissioner of Public Buildings Service

ATTEST:

*Barry L. Wilson*

*Martha H. Zeiger*

UNITED STATES OF AMERICA )

DISTRICT OF COLUMBIA )

SS

I, C. E. Milford, a Notary Public in and for the District aforesaid, hereby certify that on the 16 day of February, 1955, Peter A. Strobel who is personally well known to me as Commissioner of Public Buildings Service, General Services Administration, an agency of the United States of America, and the person who executed the foregoing annexed deed, dated February 16, 1955, personally appeared before me in said District and acknowledged that he, as Commissioner of Public Buildings Service, General Services Administration, executed the same for the purpose therein expressed as the free act and deed of the United States of America.

Given under my hand and seal this 16 day of February, 1955.

C. E. Milford  
Notary Public in and for the  
District of Columbia

My Commission expires August 14, 1956

I hereby certify that the P. O. address of  
the within named grantee is  
2901 E. Lake Road, Erie, Pa.  
L. A. Dean

Serial **A 42774** DISTRICT OF COLUMBIA

To All Whom These Presents Shall Come, GREETING:

I CERTIFY THAT C. E. MILEFORD whose name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deed or conveyance of lands, tenements, or hereditaments, and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with signature and impression of seal on file in this office.

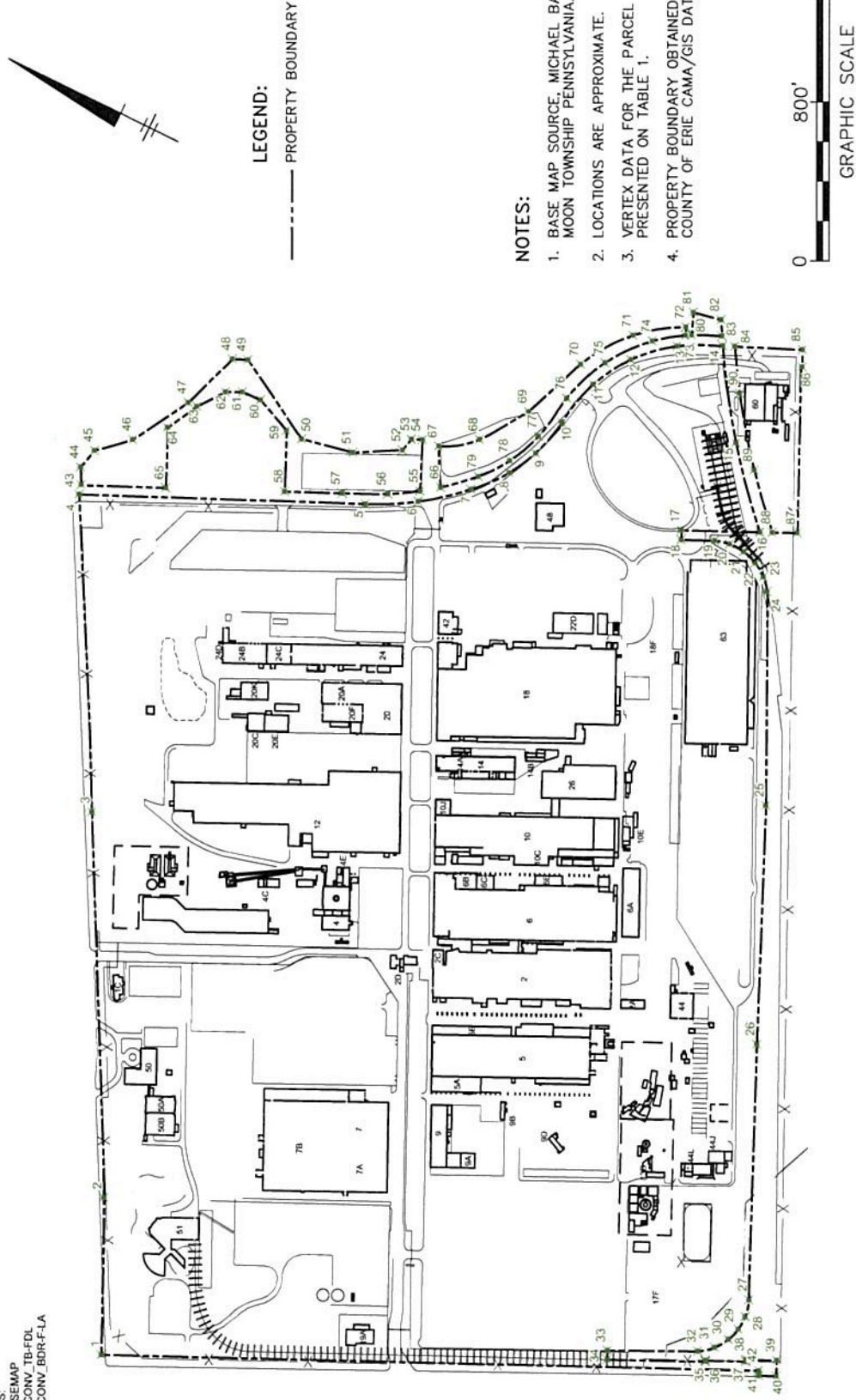
IN WITNESS WHEREOF, the Secretary to the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington, D. C., this 20th day of April, 1955.

(D. C. SEAL)

Donald B. Parker  
Notary Public Clerk



XREFS:  
 X-BASEMAP  
 ENVCNVV\_TB-FDL  
 ENVCNVV\_BDR-F-LA



GENERAL ELECTRIC COMPANY  
 ERIE, PENNSYLVANIA  
**ENVIRONMENTAL CONVEANT**

## SITE MAP AND PARCEL BOUNDARY WITH VERTEX LOCATIONS



EXHIBIT  
**B**

XREFS:

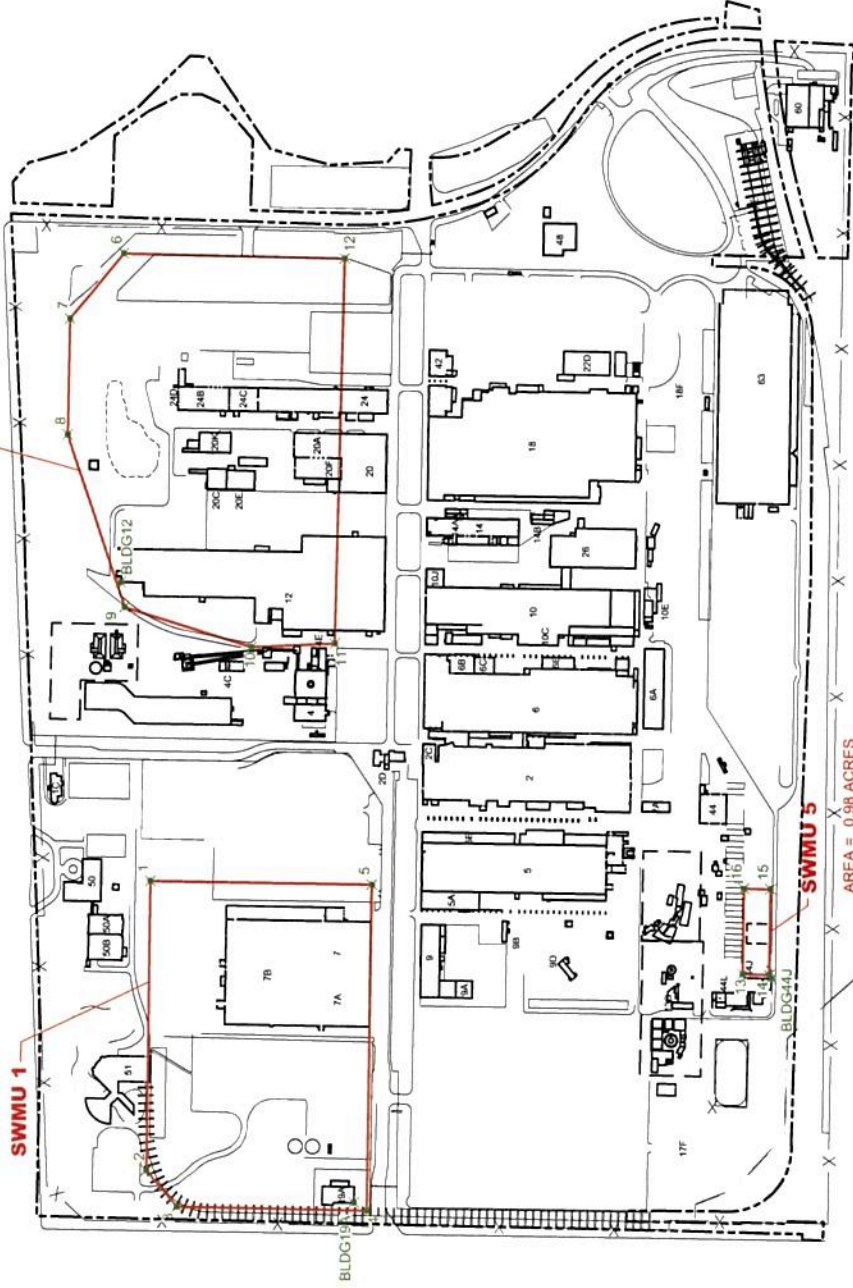
X-BASEMAP  
ENVCONV\_TB-FDL  
ENVCONV\_BDR-F-LA

AREA = 40.67 ACRES

AREA = 30.61 ACRES

SWMU 1

SWMU 2



LEGEND:  
--- PROPERTY BOUNDARY  
--- SWMU BOUNDARY

#### NOTES:

1. BASE MAP SOURCE, MICHAEL BAKER JR., INC. MOON TOWNSHIP PENNSYLVANIA.
2. LOCATIONS ARE APPROXIMATE.
3. VERTEX DATA FOR THE PARCEL BOUNDARY IS PRESENTED ON TABLE 3.
4. PROPERTY BOUNDARY OBTAINED FROM COUNTY OF ERIE CMAA/GIS DATABASE.



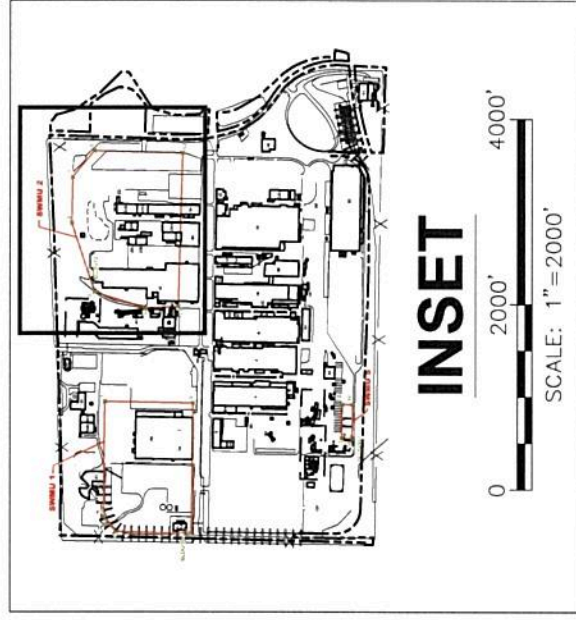
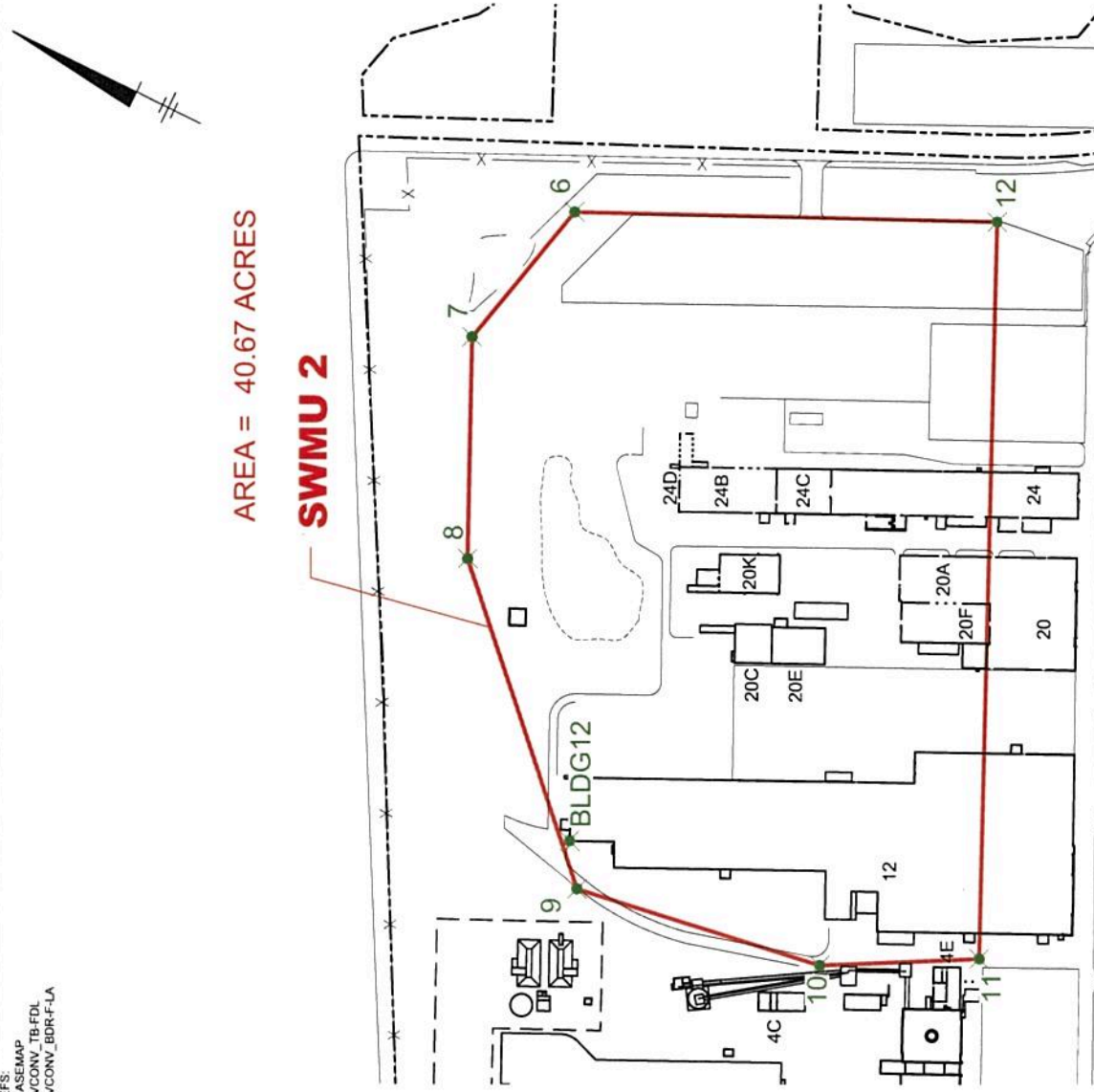
GENERAL ELECTRIC COMPANY  
ERIE, PENNSYLVANIA  
ENVIRONMENTAL CONVEYANT

SWMU AREAS WITH  
VERTEX LOCATIONS





XREFS:  
 X-BASEMAP  
 ENVCNCONV\_TB-FDL  
 ENVCNCONV\_BDR-F-LA

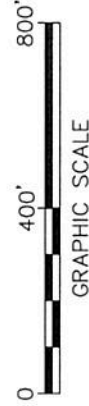


#### LEGEND:

- PROPERTY BOUNDARY
- SWMU BOUNDARY

#### NOTES:

1. BASE MAP SOURCE: MICHAEL BAKER JR., INC. MOON TOWNSHIP PENNSYLVANIA.
2. LOCATIONS ARE APPROXIMATE.
3. VERTEX DATA FOR SWMU 2 IS PRESENTED ON TABLE 3.

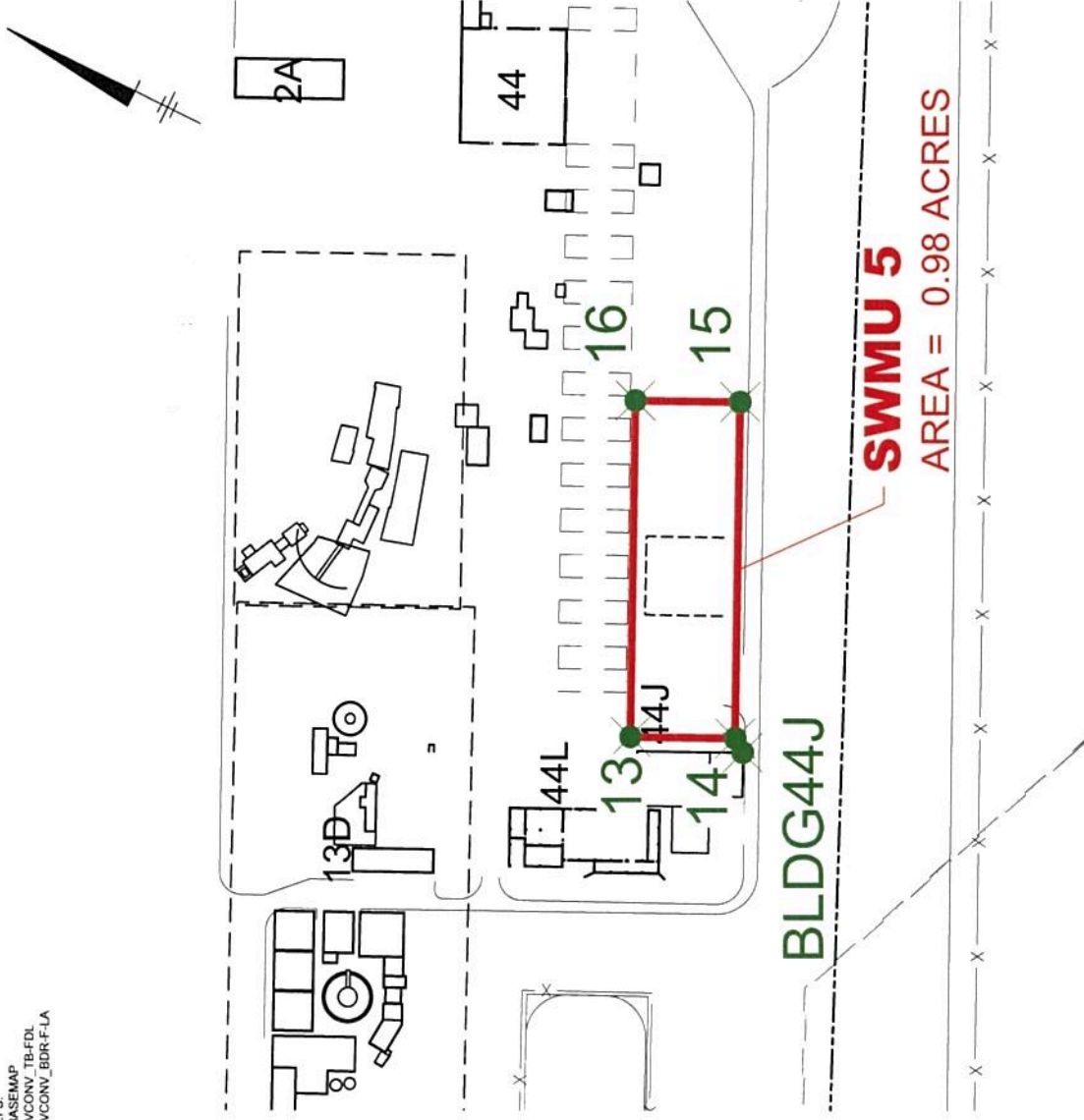


GENERAL ELECTRIC COMPANY  
 ERIE, PENNSYLVANIA  
**ENVIRONMENTAL CONVEANT**

**SWMU 2 WITH VERTEX  
 LOCATIONS**



XREFS:  
X-BASEMAP  
ENVCONV\_TB-FDL  
ENVCONV\_BDR-F-LA



## INSET

SCALE: 1" = 2000'

### LEGEND:

- PROPERTY BOUNDARY
- SWMU BOUNDARY

### NOTES:

1. BASE MAP SOURCE, MICHAEL BAKER JR., INC. MOON TOWNSHIP PENNSYLVANIA.
2. LOCATIONS ARE APPROXIMATE.
3. VERTEX DATA FOR SWMU 5 IS PRESENTED ON TABLE 3.



GENERAL ELECTRIC COMPANY  
ERIE, PENNSYLVANIA  
ENVIRONMENTAL CONVENANT

SWMU 5 WITH VERTEX  
LOCATIONS

**Exhibit C-5**  
**Impacted Areas**  
**Environmental Covenant**  
**General Electric Transportation - Erie, Pennsylvania**

LEGAL DESCRIPTION SWMU 1

THAT CERTAIN TRACT OR PARCEL LAND LYING AND BEING SITUATE IN THE LAURENCE PARK TOWNSHIP OF ERIE COUNTY, PENNSYLVANIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF BUILDING 19A, THENCE SOUTH 04 DEGREES, 56 MINUTES, 10 SECONDS WEST A DISTANCE OF 66.71 FEET TO A CALCULATED POINT, SAID CALCULATED POINT HAVING PENNSYLVANIA STATE PLANE NAD83 COORDINATES OF N = 728578.78 AND E = 1348929.82 AND BEING THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID BEGINNING POINT AND ALONG A NEW LINE NORTH 24 DEGREES, 53 MINUTES, 21 SECONDS WEST A DISTANCE OF 822.15 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 23 DEGREES, 32 MINUTES, 33 SECONDS EAST A DISTANCE OF 204.88 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 64 DEGREES, 46 MINUTES, 45 SECONDS EAST A DISTANCE OF 1247.15 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 25 DEGREES, 08 MINUTES, 18 SECONDS EAST A DISTANCE OF 959.21 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 64 DEGREES, 51 MINUTES, 42 SECONDS WEST A DISTANCE OF 1404.60 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 30.61 ACRES (1,333,549 SQUARE FEET), MORE OR LESS, AND BEING A PORTION OF PROPERTY OWNED NOW OR FORMERLY BY GENERAL ELECTRIC COMPANY AS DESCRIBED IN DEED BOOK 713, PAGES 523, 524 AND 525 OF THE ERIE COUNTY REGISTRY.

LEGAL DESCRIPTION SWMU 2

THAT CERTAIN TRACT OR PARCEL LAND LYING AND BEING SITUATE IN THE LAURENCE PARK TOWNSHIP OF ERIE COUNTY, PENNSYLVANIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF BUILDING 12, THENCE SOUTH 55 DEGREES, 00 MINUTES, 46 SECONDS WEST A DISTANCE OF 109.62 FEET TO A CALCULATED POINT, SAID CALCULATED POINT HAVING PENNSYLVANIA STATE PLANE NAD83 COORDINATES OF N = 730662.76 AND E = 1350804.14 AND BEING THE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID BEGINNING POINT AND ALONG A NEW LINE NORTH 45 DEGREES, 34 MINUTES, 53 SECONDS EAST A DISTANCE OF 783.57 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 65 DEGREES, 07 MINUTES, 57 SECONDS EAST A DISTANCE OF 499.75 FEET TO A CALCULATED POINT;

**Exhibit C-5**  
**Impacted Areas**  
**Environmental Covenant**  
**General Electric Transportation - Erie, Pennsylvania**

THENCE ALONG A NEW LINE SOUTH 76 DEGREES, 29 MINUTES, 18 SECONDS EAST A DISTANCE OF 365.43 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 24 DEGREES, 45 MINUTES, 32 SECONDS EAST A DISTANCE OF 960.20 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 65 DEGREES, 27 MINUTES, 27 SECONDS WEST A DISTANCE OF 1660.74 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 28 DEGREES, 28 MINUTES, 19 SECONDS WEST A DISTANCE OF 362.54 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 08 DEGREES, 40 MINUTES, 48 SECONDS WEST A DISTANCE OF 576.48 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 40.67 ACRES (1,771,646 SQUARE FEET), MORE OR LESS, AND BEING A PORTION OF PROPERTY OWNED NOW OR FORMERLY BY GENERAL ELECTRIC COMPANY AS DESCRIBED IN DEED BOOK 713, PAGES 523, 524 AND 525 OF THE ERIE COUNTY REGISTRY.

LEGAL DESCRIPTION SWMU 5

THAT CERTAIN TRACT OR PARCEL LAND LYING AND BEING SITUATE IN THE LAURENCE PARK TOWNSHIP OF ERIE COUNTY, PENNSYLVANIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF BUILDING 44J, THENCE SOUTH 35 DEGREES, 50 MINUTES, 58 SECONDS WEST A DISTANCE OF 17.50 FEET TO A CALCULATED POINT, SAID CALCULATED POINT HAVING PENNSYLVANIA STATE PLANE NAD83 COORDINATES OF N = 727457.52 AND E = 1350610.23 AND BEING THE POINT AND PLACE OF BEGINNING;

THENCE ALONG A NEW LINE NORTH 25 DEGREES, 08 MINUTES, 18 SECONDS WEST A DISTANCE OF 115.34 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE NORTH 64 DEGREES, 51 MINUTES, 42 SECONDS EAST A DISTANCE OF 368.56 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 25 DEGREES, 08 MINUTES, 18 SECONDS EAST A DISTANCE OF 115.34 FEET TO A CALCULATED POINT;

THENCE ALONG A NEW LINE SOUTH 64 DEGREES, 51 MINUTES, 42 SECONDS WEST A DISTANCE OF 368.56 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.98 ACRES (42,509 SQUARE FEET), MORE OR LESS, AND BEING A PORTION OF PROPERTY OWNED NOW OR FORMERLY BY GENERAL ELECTRIC COMPANY AS DESCRIBED IN DEED BOOK 713, PAGES 523, 524 AND 525 OF THE ERIE COUNTY REGISTRY.