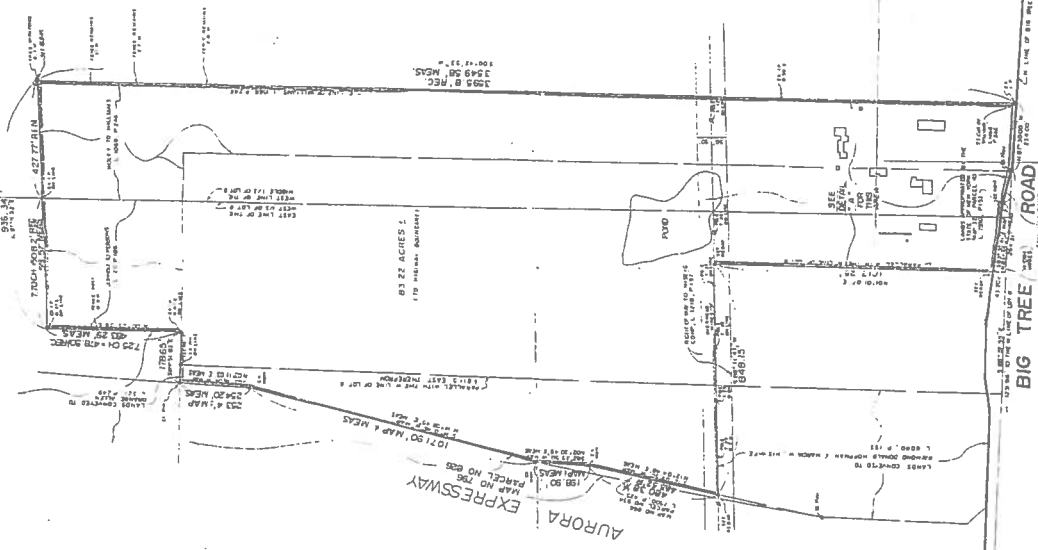
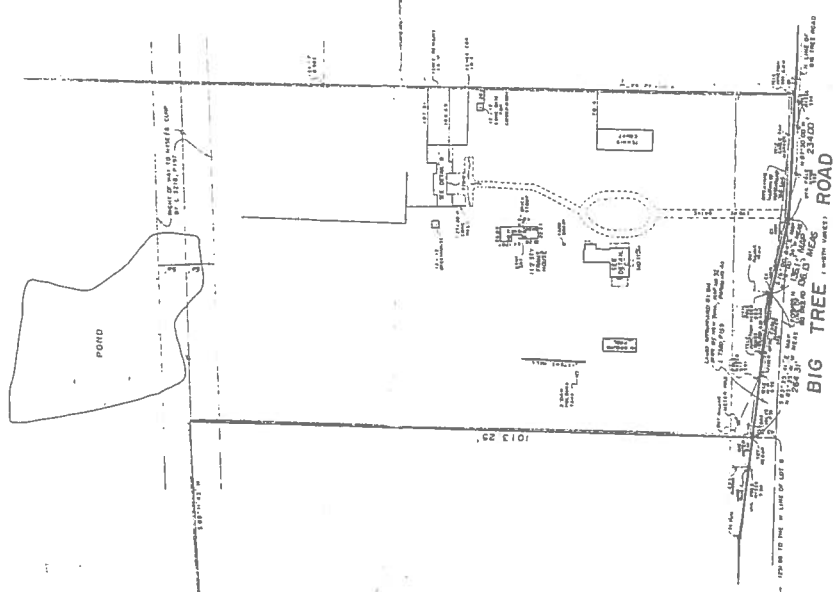


EXHIBIT B



COUNTY OF JEFFERSON
 JAMES L. SHISLER, L.S., P.C.
 PROFESSIONAL LAND SURVEYOR
 EXPIRES 12/31/2012
 DRAWN BY: DMS
 CHECKED BY: JLS
 DATE: 11/16/12
 SHEET: 1 OF 1

1071.00' MAP MEAS
 1013.29' MAP MEAS
 1013.29' MAP MEAS
 1013.29' MAP MEAS



DETAIL "A"
 1" = 100'

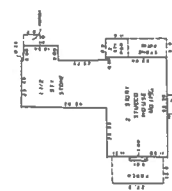
I hereby state to the best of my knowledge and belief that the survey was prepared in accordance with the Survey Code of Practice for Professional Land Surveyors, as required by the Virginia Professional Land Surveyors Act.

JAMES L. SHISLER, L.S., P.C.

This certification does not constitute an endorsement of the accuracy of the information contained herein, nor does it constitute a warranty of the accuracy of the information contained herein.



DETAIL "D"
 1" = 30'

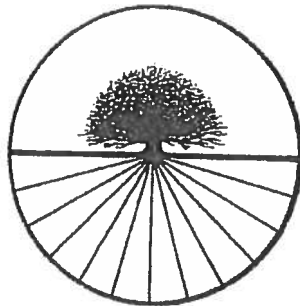


DETAIL "C"
 1" = 30'

EXHIBIT C

Twin Elms

Donated December 28, 2004



Contents:

Conservation Easement - copy
Baseline Documentation - copy

**Conservation Easement
Document**

Eckhart Recording
page

ERIE COUNTY CLERKS OFFICE
County Clerk's Recording Page

Return To:

BOX 169

ECKHART
KENNETH
ECKHART
SHARON

H JR
H

Index DEED LIBER
Book 11088 Page 4510
No. Pages 0016
Instrument EASEMENT/RTWY
Date : 12/28/2004
Time : 3:25:50
Control # 200412281082

TT# TT 2004 013203
Employee ID FG

COUNTY		
COE STATE	\$	65.00
TRANSFER	\$	4.75
NETA TT	\$.00
COE COUNTY	\$.00
COE ST GEN	\$	1.00
	\$	14.25
	\$.00
	\$.00
	\$.00
Total:	\$	85.00

STATE OF NEW YORK
ERIE COUNTY CLERKS OFFICE

TRANSFER TAX

WARNING - THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTIONS 319&316-a
(5) OF THE REAL PROPERTY LAW OF THE STATE OF
NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

CONSIDERATN \$	1.00
TRANSFER TAX \$.00

DAVID J SWARTS
COUNTY CLERK



**CONSERVATION EASEMENT
AND
DECLARATION OF RESTRICTIONS AND COVENANTS**

THIS CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration") made December 28, 2004, is by and between **Kenneth H. Eckhert, Jr., and Sharon H. Eckhert**, husband and wife, having their principal residence at 1196 East Main Street, East Aurora, NY 14052 ("Grantor") and **Genesee Valley Conservancy, Inc.**, a New York not-for-profit corporation having its principal office at Box 73, One Main Street, Geneseo, NY 14454 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property in the Town of Aurora, County of Erie, State of New York, that consists of approximately 94 acres as more fully described in Exhibit "A" and attached hereto and incorporated herein (hereinafter called the "Property").

WHEREAS, The Property includes within its boundaries lands consisting of approximately 76.5 acres which are described in Schedule "A" and "Exhibit "B" to this Declaration (hereinafter called the "**Conservation Area**") which have aesthetic, scientific, educational and ecological value in their present state as a natural area which has been subject only minimally to development or exploitation.

WHEREAS, the ecological significance of the Conservation Area, as well as the ecological and conservation standards to be implemented for the perpetual maintenance and operation of the Conservation Area, to be established in the reports and plans prepared by the Genesee Valley Conservancy, (hereafter the "**Baseline Document**") which reports, plans, and all accompanying photographs, documentation and exhibits attached thereto shall be kept on file at the principal office of the Grantee and the Grantor.

WHEREAS, the conservation values of the Conservation Area are outlined in the Baseline Document, which indicates that the preservation and conservation of the Conservation Area will yield significant public benefit for the following reasons:

1. The Conservation Area is a relatively natural area in which a significant wildlife population and stable plant community or similar ecosystem exists; including important wetlands, open water and a healthy mixed hard wood and coniferous forest.
2. The Conservation Area consists of valuable scenic and open-space vistas that can be seen from several public rights-of-way including Rt. 20A (Main Street) and the Aurora Expressway (Rt. 400).

3. The Conservation Area consists of open space, the preservation of which is in furtherance of the conservation policies as set forth by the, Town of Aurora County of Erie and the State of New York.
4. The Conservation Area consists of forested lands, which the Grantee is trying to protect for future generations.

WHEREAS, Grantee, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes. Grantee qualifies as a "qualified organization" under Section 170(h)(3) of the Code.

WHEREAS, the State of New York has recognized the importance of private efforts to preserve rural land in a scenic, natural and open condition through conservation restrictions by enactment of Environmental Conservation Law, Section 49-0301, et. seq. and General Municipal Law, Section 247.

WHEREAS, Grantor desires to perpetually preserve and conserve the Conservation Area by subjecting the Conservation Area to the covenants and restrictions of this Declaration.

CONSERVATION EASEMENT

NOW, THEREFORE, Grantor, subject to the conditions, Permitted Uses and rights of Grantor herein mentioned, and in consideration of the mutual covenants contained herein, and with the intention of making an absolute and unconditional gift, freely grants and conveys unto the Grantee, its successors and assigns forever, a perpetual easement in gross over the Conservation Area according to the terms set forth in this Declaration, and herein agrees to subject the Conservation Area perpetually to the covenants and restrictions herein set forth, all as more specifically set forth as follows:

A. GRANT OF ACCESS EASEMENT

Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following easements and rights of access to the Conservation Area:

1. The right of the Grantee, in a reasonable manner at reasonable times to enter and inspect the Conservation Area, provided, however, that Grantor is given written notice of such visits seven (7) days in advance;

2. The right, but not the obligation, of the Grantee, at Grantee's expense, to enter on the Conservation Area for the purpose of performing any action required, in Grantee's judgment, to preserve, conserve or promote the natural habitat of the wildlife, trees, fish, plants, or other vegetation located within the Conservation Area, provided that such changes are disclosed to the Grantor in writing at least thirty (30) days prior to performing such act and Grantor approves, in writing, such actions;
3. The general public or any member thereof shall construe nothing contained in this Declaration to grant a general right of entry onto the Conservation Area.

B. GRANTOR'S DECLARATION OF COVENANTS AND RESTRICTIONS

The Grantor for themselves, their successors and assigns, covenants and declares that the following restrictions shall run with the land of the Conservation Area and bind the Conservation Area in perpetuity, subject only to the rights, reservations, and conditions set forth herein.

1. No industrial, commercial or commercial-recreational uses or activities shall be made or undertaken within, upon, or under the Conservation Area with the exception of the following:
 - (a) Agriculture, including the breeding, boarding, training and sale of livestock.
 - (b) Accessory creative or professional use in the nature of a home office or art studio but only if such use is conducted exclusively within a residence or other enclosed structure permitted under this Declaration and does not violate any other prohibition or limitation imposed upon the Conservation Area under this Declaration; and
2. There shall occur no construction, land improvement, or development activities within, upon or under the Conservation Area with the exception of:
 - (a) To construct, repair, remodel, reconstruct, and maintain the following Improvements of the Conservation Area:
 - (i) Accessory structures, including, but not limited to, garages and sheds.
 - (ii) Agricultural structures, including, but not limited to, barns, sheds, and silos.
 - (iii) Recreational facilities normally accessory to the other uses permitted in this document, including, but not limited to, ponds and trails.
 - (iv) Fences, and

- (v) Facilities normally used in connection with supplying utilities and removing effluent from the Improvements permitted under the terms of this Easement and Declaration.

Provided, however, in the event of damage resulting from casualty loss to an extent rendering repair of an existing improvement impractical, erection of a structure of comparable size, bulk, use, and general design to the damaged structure shall be permitted within the same location.

- 3. No cutting of timber or removal or destruction of trees without prior written approval of the Grantee shall be permitted within the Conservation Area except for the following purposes:
 - (a) To clear or restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise.
 - (b) To prune and selectively thin trees according to good forestry management practices.
 - (c) To prune and selectively thin trees that risk potential harm or damage to existing structures.

- 4. No billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area except: a reasonable number of regulatory (for example, "no trespassing" or "no hunting" signs); educational signs (such as to identify historic sites or plant species); directional signs; and one sign (or more if approved by the Grantee) not exceeding sixteen (16) square feet for any of the following purposes:
 - (a) Stating the name of the Conservation Area or the names and addresses of the occupants or both.
 - (b) Advertising an activity permitted under the provisions of this Declaration.
 - (c) Identifying the interest of Grantor or Grantee in the Conservation Area.
 - (d) Temporarily advertising the Conservation Area or any portion thereof for sale or rent.
 - (e) Temporarily advertising or expressing support for: a political candidate, issue, referendum or other political consideration.

- 5. No depositing, dumping, abandoning or release of any solid wastes or debris or any liquid wastes or chemical substances shall be permitted within the Conservation Area except for the following:
 - (a) Chemical substances for the purpose of maintaining or improving the growth of vegetation or the conservation of natural resources, provided

- such application conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations, does not materially or adversely affect surface or ground water quality, and does not occur within one hundred (100) feet of streams or wetlands; and
- (b) Residential sanitary facility effluent from improvements existing or to be constructed within the Conservation Area provided such disposal conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations.
6. There shall be no exploration for, or development and extraction of, minerals and hydrocarbons by any subsurface mining method or any other method that would impair or interfere with the conservation values of the Conservation Area or the Conservation Purposes. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee's approval that provides for minimizing the adverse effects of the operation on the conservation values of the Conservation Area. In addition to such other measures as may be required to protect the conservation values of the Conservation Area, the plan must provide for: (1) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest extent possible and (2) restoring any altered physical features of the land to their original condition as established in the Baseline Documentation and as otherwise may be required in this Conservation Easement.
7. The Conservation Area shall be operated and managed so as to conform to the standards set forth in the Baseline Document.
8. Nothing in the above restrictions shall be construed to prevent the subdivision of the Conservation Area.

C. GRANTEE'S DECLARATION OF COVENANTS AND RESTRICTIONS

In consideration of the foregoing covenants, Grantee, by acceptance of this Conservation Easement, covenants and declares the following on behalf of itself and its successors and assigns:

1. Grantee, its successors or assigns shall hold this Conservation Easement exclusively for the purposes enumerated herein or in the Conservation Plan, as amended with the written consent of Grantor and Grantee from time to time, in perpetuity.
2. Grantee shall use its best efforts to enforce both the rights granted to it and the restrictions imposed upon the Conservation Area under this Declaration.

3. If at any time Grantee or any successor or assignee is unable to enforce this Easement in full or fails to do so, or if Grantee or any successor or assignee ceases to exist or ceases to be a qualified organization, and, if, on the occurrence of any of these events, Grantee or any successor or assignee fails to assign all of its rights and responsibilities under this Easement to a qualified organization, then the rights and responsibilities under this Easement shall become vested in and fall upon another qualified organization in accordance with a *cy pres* proceeding or in any court of competent jurisdiction.
4. Notwithstanding the foregoing or anything else in this Declaration to the contrary, Grantee, its successors and assigns shall have the right to assign, either wholly or partially, its right, title and interest hereunder provided that the assignee is a "Holder" under the Code and provided that the assignee shall hold the Conservation Easement exclusively for purposes herein set forth. The term "Grantee" as used in this Declaration shall mean the above-named Grantee and any of its successors and assigns.

D. **GENERAL PROVISIONS**

1. The Grantee shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Declaration. The foregoing shall not limit any of the rights or remedies available to the Grantee as specifically set forth in any law or in this Declaration.
2. If Grantor acknowledges or a court of competent jurisdiction determines that a violation of this easement has occurred, Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorney's fees, court costs and other expenses incurred by Grantee (herein called "Legal Expenses") in connection with any proceedings under this Section.
3. The parties recognize the environmental, scenic, and natural values of the Conservation Area and have the common purpose of preserving these values. This Easement and Declaration is intended to convey an Open Space Conservation Easement on the Conservation Area by Grantor to Grantee, exclusively for the purpose of preserving open space character in perpetuity for environmental, educational, scenic, and natural values, by preventing the use or development of the Conservation Area for any purpose or in any manner contrary to the provisions herein. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purposes of the Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid. The parties intend that this Easement and Declaration, which is by nature and character primarily negative in that the Grantor

has restricted and limited their right to use the Conservation Area, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

4. Grantor shall indemnify and hold Grantee harmless for any liability, costs, reasonable attorneys' fees, judgments, or expenses to Grantee or any of its officers, employees, agents or independent contractors resulting: (a) from injury to persons or damages to property arising from any activity on the Property, except those due solely to the acts of the Grantee, its officers, employees, agents, or independent contractors; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this easement, excepting any of those matters arising solely from the acts of Grantee, its officers, employees, agents, or independent contractors.
5. Grantor, their successors and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Conservation Area, including the maintenance of general liability insurance coverage.
6. Grantor shall continue to pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Conservation Area, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior written notice to Grantor, according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy thereof. That payment, if made by Grantee, shall become a lien on the Conservation Area of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged by Citibank, N.A.
7. This Easement and Declaration gives rise to a property right and interest immediately vested in the Grantee. For purposes of this document, the fair market value of such right and interest shall be equal to the difference, as of the date hereof, between the fair market value of the Conservation Area subject to this easement and the fair market value of the Conservation Area if unencumbered hereby (such difference, divided by the fair market value of the Conservation Area unencumbered by this Easement, is hereinafter referred to as the "Proportionate Share"). In the event a material, unforeseeable change in the conditions surrounding the Conservation Area makes impossible its continued use for the purposes contemplated hereby, resulting in an extinguishment of this Easement or any material term or provision thereof by a judicial proceeding; then upon subsequent transfer of title of all or any part of the Conservation Area, and after satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount shall be reserved to the

Grantor) in accordance with their respective Proportionate Shares in the fair market value of the Conservation Area. All such proceeds received by Grantee shall be used in a manner consistent with the conservation purposes of this grant.

8. Whenever all or part of the Conservation Area is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Declaration, the Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the Grantor and the Grantee, including reasonable attorney's fees, in any such action shall be paid out of the recovered proceeds. Grantee shall be entitled to a Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the conservation purposes of this grant. The respective rights of the Grantor and Grantee set forth in paragraphs 5 and 6 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.
9. The failure of Grantee to exercise any of its rights under this Declaration on any occasion shall not be deemed a waiver of said rights and Grantee retains the right in perpetuity to require full compliance by Grantor of the covenants and restrictions in this Declaration.
10. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Declaration which are not inconsistent with the basic purpose of the Declaration as stated in this document, provided, however, that Grantee shall have no right or power to agree to any amendments hereto that would result in this Easement and Declaration failing to qualify as a valid conservation easement under Article 49, Title 3 of the Environmental Conservation Law of the State of New York, as the same may be hereafter amended, and any regulation issued pursuant thereto, or Section 170(h) of the Internal Revenue Code governing "Qualified Conservation Contributions."
11. This Declaration and all of the covenants, easements and restrictions herein set forth shall run with the land and be binding upon, and inure to the benefit of, Grantor and their successors and assigns. The term "Grantor" used herein shall mean and include the above-named Grantor and any of their successors or assigns that are the legal owners of the Conservation Area or any part thereof.
12. Grantor shall be and remain liable for any breach or violation of this Declaration only if such breach or violation occurs during such time as Grantor is the legal owner of the Conservation Area or part thereof. This Declaration may only be enforced by the parties

hereto, and their respective successors and assigns, and no third party beneficiary rights, including but not limited to third party rights of enforcement, are created hereby.

13. Grantee shall have the right to require the Grantor to restore the Property to the condition required by this Easement and to enforce this right by any action or proceeding that Grantee may reasonably deem necessary. However, Grantor shall not be liable for any changes to the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Property resulting from such causes.
14. Grantor agrees that all mortgages upon any or all of the Conservation Area entered into after the date of this Easement will be subject to and subordinate to the Easement.
15. Grantor shall notify Grantee in writing of any sale, transfer, lease or other disposition of the Conservation Area or any part thereof, whether by operation of law or otherwise, at least 30 days after such disposition, such notice shall include a copy of the deed, lease, or other Declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.
16. All notices required of Grantor under the terms of this Declaration, and all requests for the consent or approval of Grantee, shall be in writing and served personally or sent by certified mail, return receipt requested, addressed to Grantee at the address set forth above or such other address provided by Grantee for the purpose.
17. By signing this Conservation Easement, Grantor certifies that:
 - (a) Grantor has received and fully reviewed the **Baseline Document** its entirety.
 - (b) The Conservation Plan sets forth the true, correct and complete conservation values and present condition of the Conservation Area as of the date of this Declaration.
 - (c) Grantor has been represented by counsel of Grantor's selection, and fully understands that Grantor is permanently relinquishing property rights, which would otherwise permit the Grantor to have the full use and enjoyment of the Conservation Area.
 - (d) Grantor hereby certifies that the Conservation Area is not encumbered by any mortgage, lien or other encumbrance, or that all such mortgages, liens or encumbrances, if any, have been subordinated to this Declaration by a duly executed instrument recorded in the Office of the County Clerk in which the Conservation Area is located.

(e) That the undersigned individual signing on behalf of the Grantor has all legal authority to enter into this Declaration and perform all of the obligations of the Grantor hereunder, as the binding act of the Grantor.

TO HAVE AND TO HOLD the easements and rights set forth in this Declaration unto Grantee, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor and Grantee have executed this Declaration as of the day and year first above written:

GRANTORS:

Kenneth H. Eckhart, Jr.
Kenneth H. Eckhart, Jr.

Sharon H. Eckhart
Sharon H. Eckhart

GRANTEE:

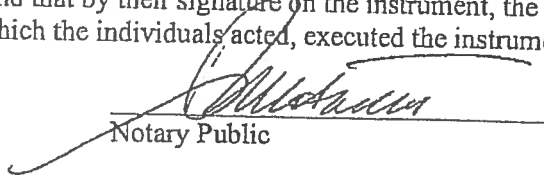
Genesee Valley Conservancy, Inc.,
a not-for-profit corporation

Sara W. Wood
Sara W. Wood, Treasurer

12/28/04

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

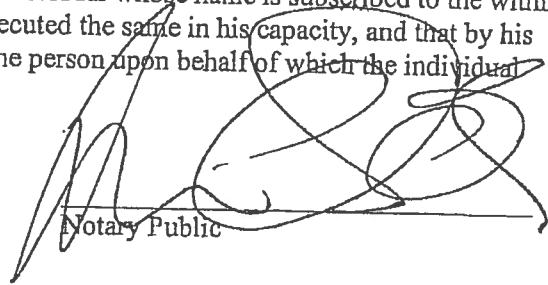
On the 28th day of December, in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared **Kenneth H Eckhart, Jr., and Sharon H. Eckhart**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.


Notary Public

PAUL MICHAEL HASSI 11
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Sept 30, 2006

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

On the 20th day of December, in the year 2004, before me, the undersigned, a notary public in and for said state, personally appeared **Sara W. Wood**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KEVIN G. VAN ALLEN
Notary Public
Monroe County, New York
Expires 01/11/10

Schedule A

Deed description for the Conservation Area

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Aurora, County of Erie, State of New York, being part of Lot No. 8, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

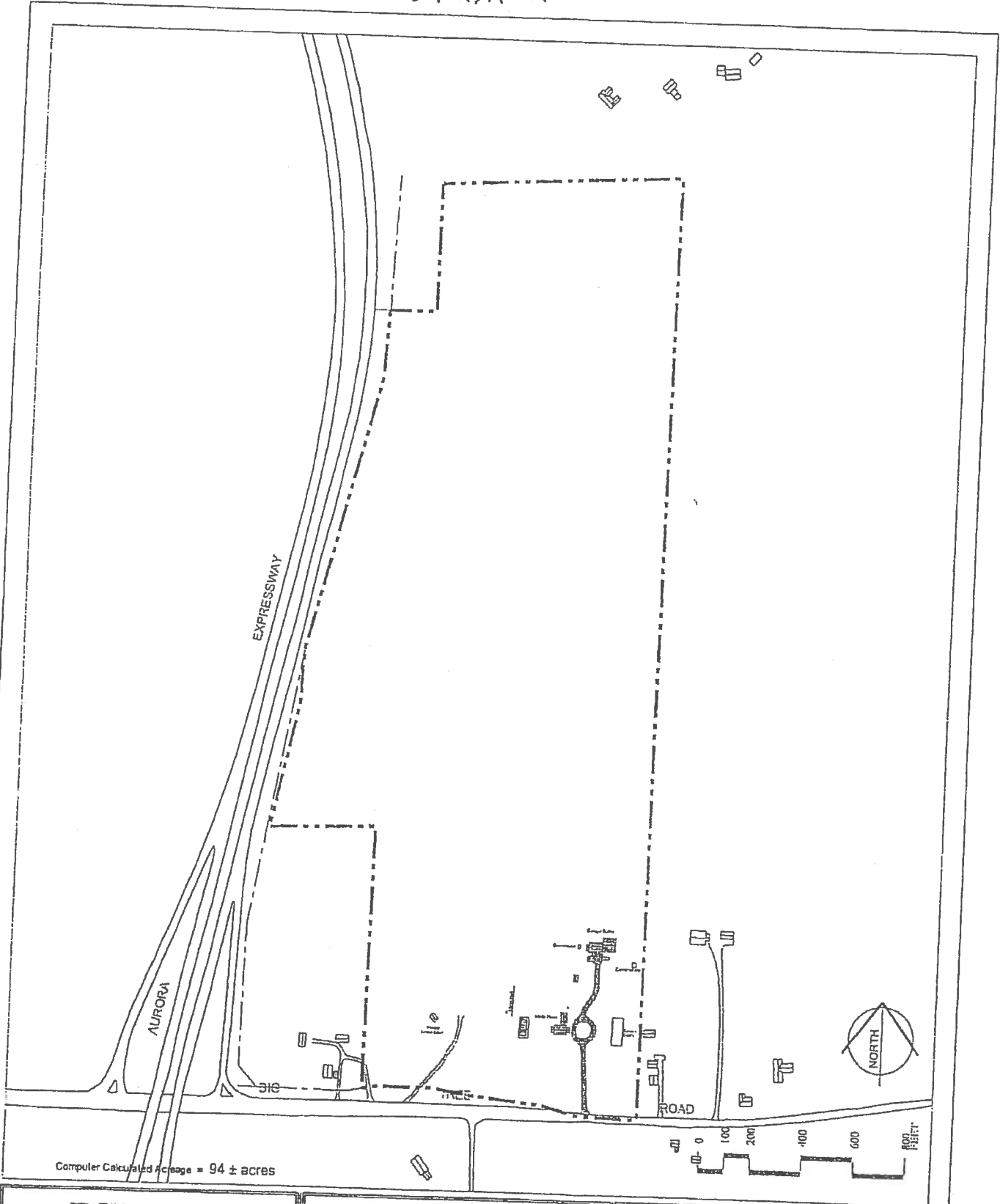
COMMENCING at a point in the north line of Big Tree Road at the southeast corner of lands deeded to Alice P. Williams by deed recorded in Erie County Clerk's Office in Liber 1068 of Deeds at page 246; thence northerly along said easterly line of Williams' 1055.39 feet to a point in the southerly line of a 100 foot right of way granted to the New York State Electric and Gas Corporation as recorded in the Erie County Clerk's Office in Liber 3218 of Deeds at page 197, which is the point or place of Beginning; thence continuing northerly along said east line a record distance of 2540.41 feet to the northeast corner of said Williams' land; thence westerly along the north line of said Williams' lands and the north line of lands conveyed to Persons by deed recorded in the Erie County Clerk's Office in Liber 210 of Deeds at page 186, a record distance of 935.79 feet (being a measured distance of 936.34 feet) to a point in the east line of lands conveyed to Orange Allen by deed recorded in Erie County Clerk's Office in Liber 321 of Deeds at page 249; thence southerly along the east line of said Allen's lands a record distance of 478.50 feet (being a measured distance of 483.29 feet) to the southeast corner of said Allen's lands; thence westerly along the south line of Allen's lands a record distance of 182.4 feet (being a measured distance of 178.65 feet) to land appropriated by The People of The State of New York for the Aurora Expressway and designated as Map No. 796, Parcel No. 826; thence south $3^{\circ} 16' 04''$ west 253.4 feet (measured at south $3^{\circ} 11' 03''$ west 254.20 feet) along said appropriated lands to an angle; thence continuing southwesterly, along appropriated lands south $14^{\circ} 13' 46''$ west by record and south $14^{\circ} 08' 45''$ west by measure, 1071.90 feet to a point; thence southerly along lands appropriated by deed recorded in Erie County Clerk's Office in Liber 7500 of Deeds at page 425 and designated as Map No. 866, Parcel No. 934, south $02^{\circ} 35' 50''$ west by record and south $2^{\circ} 30' 49''$ west by measure, 198.90 feet to a point; thence southwesterly along said appropriated lands, south $12^{\circ} 09' 50''$ west 483.52 feet (a measured course and distance of south $12^{\circ} 4' 49''$ west and 480.38 feet) to a point in the center line of the New York State Electric and Gas right of way recorded in Erie County Clerk's Office in Liber 3248 of Deeds at page 482; thence easterly along said center line and said line extended easterly 848.15 feet to a point; thence southerly and parallel with the west line of Lot No. 8, 50 feet to a point in the southerly line of the 100 foot right of way granted to the New York State Electric and Gas Corporation as aforesaid; thence easterly along said southerly line 624.88 feet to the point or place of Beginning, containing 68.63 acres of land more or less.

Also included in the Conservation Area is a portion of the lands purchased by Dr. and Mrs. Eckhert from Raymond Hoffnan, December 29, 2000 in Liber 10975 of Deeds at page 5402, recorded in the Erie County Clerk's office, described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Aurora, County of Erie, and State of New York, being part of Lot No. 8, Township 9, Range 6 of the Holland Land Company's Survey:

COMMENCING at a point in the former north line of Big Tree Road (966 feet wide), 811.50 feet east of the west line of Lot No. 8, as measured along said north line: thence northerly and parallel with the west line of Lot No. 8, 1034.60 feet to the center line of the right of way granted to New York State Electric and Gas by deed recorded in the Erie County Clerk's office in Liber 3218 of deeds page 197: thence easterly along said center line, 441 feet to a point: thence southerly and

Exhibit A



Computer Calculated Area = 94 ± acres

ECKHERT

TOWN OF AURORA
ERIE COUNTY, NEW YORK

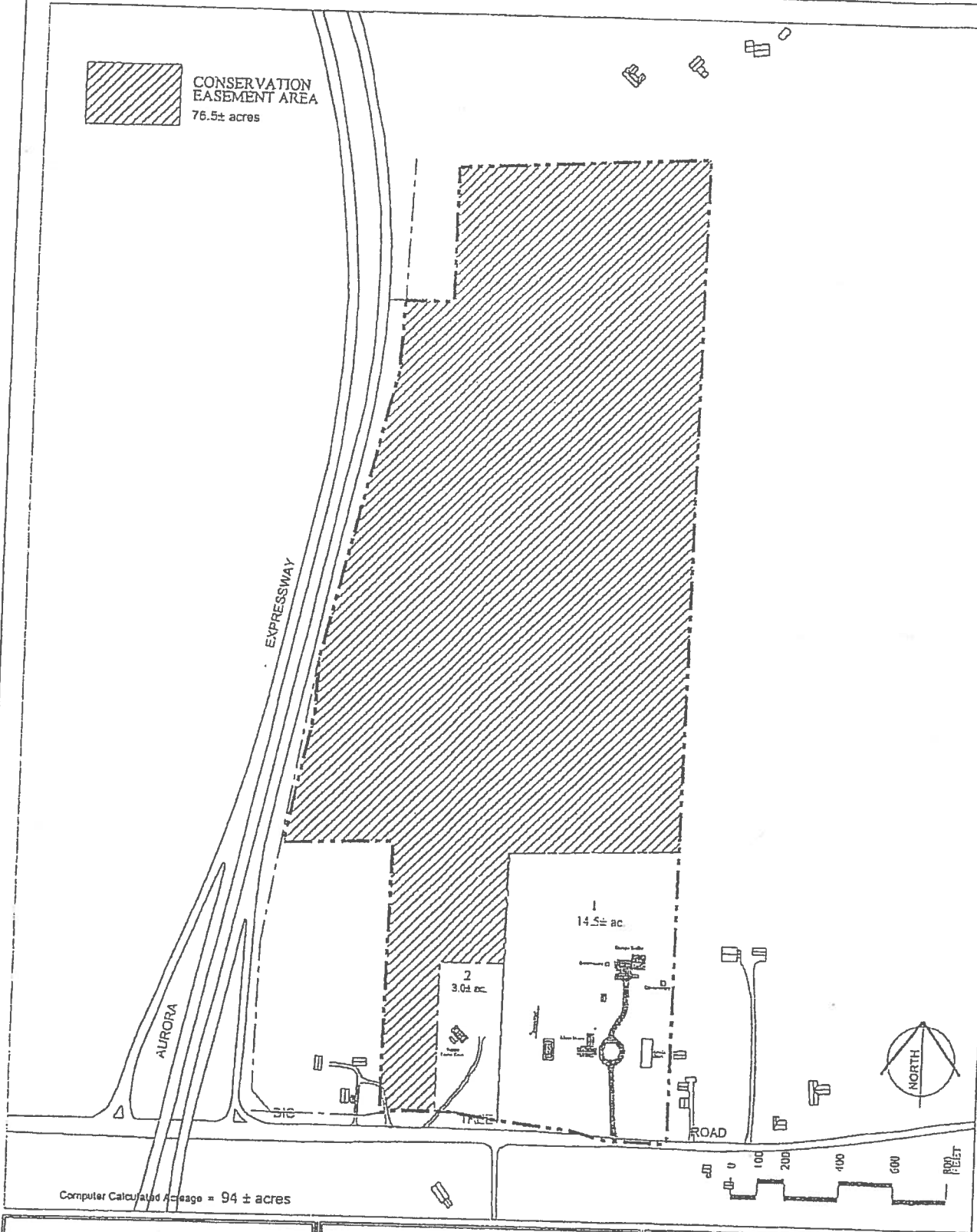
BASE MAP

NOT TO SCALE
DATE: 10/15/03
DRAWN BY: JAC
CHECKED BY: JAC

Genesee Valley Conservancy
PO Box 73, Geneseo, NY 14454

Exhibit B

 CONSERVATION EASEMENT AREA
76.5± acres



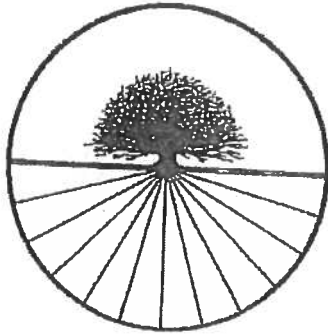
ECKHERT

TOWN OF AURORA
ERIE COUNTY, NEW YORK

CONSERVATION
EASEMENT PLAN

Genesee Valley Conservancy
PO Box 75, Genesee, NY 14454

Baseline Documentation



Genesee Valley Conservancy
Conservation Easement
Baseline Summary

TWIN ELMS

KENNETH H. AND SHARON H. ECKHERT, JR.

February 8, 2005

Genesee Valley Conservancy
PO Box 73, One Main Street
Geneseo, NY 14454
(585) 243-2190

Table of Contents

I. Baseline Documentation Landowner Acknowledgment..... 2
II. Genesee Valley Conservancy Overview 3
III. Introduction..... 3
IV. Existing Conditions..... 3
 Topography, geology, drainage and soils 3
 Vegetative cover and wildlife habitat 4
 Improvements and Structures 4
 Neighboring Land Uses 4
V. Board Approval..... 4
VI. Conservation Purposes 4
VII. Conservation Easement Summary 5
 Grant of Access Easement 5
 Grantor's Declaration of Covenants and Restrictions 6
VIII. List of Figures..... 9
 Fig. 1: Gully in Center of property, looking east..... 9
 Fig. 2: Pond, looking north 9
 Fig. 3: Pond..... 10
 Fig. 4: Hard woods, with some conifers 10
 Fig. 5: Pond with beaver activity 11
 Fig. 6: Trail, looking north..... 11
 Fig. 7: Utility right of way 12
 Fig. 8: Gas well, looking north 12
 Fig. 9: View from Main Street (Rt. 20) 13
 Fig. 10: View from Main Street (Rt. 20) 13

IX. List of Appendices

- Appendix 1: GVC Conservation Easement Criteria
- Appendix 2: GVC Baseline Monitoring Policy
- Appendix 3: Sample Monitoring Form
- Appendix 4: GVC Baseline Archive Policy

X. List of Exhibits

- Exhibit 1: Site Map
- Exhibit 2: Base Map
- Exhibit 3: Conservation Easement Concept Plan
- Exhibit 4: Environmental Conditions/Topographic Map
- Exhibit 5: Soil Map
- Exhibit 6: Aerial Photograph
- Exhibit 7: Figures Index

I. Baseline Documentation Landowner Acknowledgment

Property: Twin Elms
Property Owner: Kenneth H. and Sharon H. Eckhert, Jr.
Location: 1100 Block Main Street, East Aurora, NY 14052
Tax Parcel(s): Town of Aurora, Erie County: 62.-1-7.1 and 63.-1-2

By signing below, conservation easement donors certify that they have received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

We, Kenneth H. Eckhert, Jr., and Sharon H. Eckhert, Jr., conservation easement donors of the above-named property, agree that the description prepared is an accurate representation of the physical condition of the Conservation Area to the best of our knowledge.

Landowners Signature:

Kenneth H. Eckhert, Jr.

Kenneth H. Eckhert, Jr.

Date: 2/14/05

Sharon H. Eckhert

Sharon H. Eckhert, Jr.

Date: 2/14/05

By signing below on behalf of the Genesee Valley Conservancy, William W. Lloyd, President, certifies that the Genesee Valley Conservancy has received and fully reviewed the attached Baseline Documentation in its entirety and that it is an accurate representation of the condition of the Conservation Area.

Signature:

William W. Lloyd, President
William W. Lloyd

Date: 2/8/05

II. Genesee Valley Conservancy Overview

GVC is a nonprofit organization serving the local and broader community as a means of promoting the preservation of natural spaces in Western New York. The Conservancy works with landowners that are interested in protecting the ecologically valuable lands of the area, be it farm, open, shrub, wood, or wetland features. The Easement Program focuses on accepting donations that are of conservation interest as set by the following standards:

- 1) Preserve agriculturally significant land.
- 2) Preserve ecologically significant land.
- 3) Watershed preservation.
- 4) Lands of important scenic quality and character
- 5) Preserve open spaces consistent with the policies set forth by the town and county in which the easement is granted, the state of New York and the federal Government.

III. Introduction

The following baseline documentation and attached exhibits is a report of the natural conditions of Twin Elms, including: topography, geology, surface drainage and soils, wildlife habitat, plants, and animals. Twin Elms is located on Main Street (Rt. 20A) and the Aurora Expressway (Rt. 400) in the Town of Aurora, Erie County, NY (**Exhibits 1 & 2**). The Property is approximately 94 acres. Excepted from the conservation area for potential future development are two reserved sites totaling 17.5 acres. The result is a 76.5 -acre conservation easement area that has both aesthetic and ecological value in its present state as a natural area and has not been subject to development or exploitation (**Exhibit 3**). The conservation area consists of woodlot, wetlands, a pond, streams and one open field (primarily in the area not encumbered by this conservation easement).

Twin Elms has met the standards set by the Board of the Genesee Valley Conservancy and Federal IRS requirements as stated in 170 (h) of the Internal Revenue Code, as well as any state, county and town open space preservation policies, as noted on several monitoring visits.

IV. Existing Conditions

Topography, geology, drainage and soils

The topography of the property is rolling to flat. There are several streams transecting the property, which over time have created steep, narrow gullies (**Fig. 1**). The highest elevation is approximately 1000 feet above sea level, while the lowest is close to 950 feet. The drainage is primarily to the northwest, (the southern section drains to the south). There is one large pond in the center of the property, which has created habitat for beavers as well as a multitude of avian species (**Fig. 2 and 3**). (See **Exhibit 4** for a topographical map and water features of the property).

The soils on the property are depicted and described in **Exhibit 5**. There are three primary soil types:

1. Derb Silt Loam of various slope (DdA, DdB and DdC)
2. Manlius Shaly Silt Loam of various slope (MaD and MbE)
3. Orpark Silt Loam (OrC)

Vegetative cover and wildlife habitat

The property is mostly forested with deciduous species, with several small sections (less than 4-5 acres) of conifers. The conifers are planted in rows, most likely as a plantation in the early to mid 1900's. Now mature and dense, they provide excellent cover for birds and mammals.

The hardwoods are mixed oak, shagbark hickory, mixed ash and beech (fig. 4). There is a multitude of less dominant species, such as black cherry, hornbeam and other common species for the area. Low-lying, wetter areas tend to have the common species associated with this type of habitat, including willows and ash.

There is a large pond in the south central section of the conservation area. This pond is man-made and attracts a variety of wildlife, particularly beavers. Due to the beaver activity, the pond has increased in size, flooding some adjacent wooded areas (Fig. 5)

See aerial photo (Exhibit 6) for location of conifers, as well as other natural and man-made features. The conifers are the darker shaded areas within the woodlot, mostly in the central and west-central section of the conservation area.

Improvements and Structures

There are few improvements on the conservation area. Some perimeter fences line the western and eastern border. There are some trails throughout the woods (Fig. 6). There is also at least one tree stand, likely used for deer hunting.

Transecting the southern section of the property, from west to east, is a utility line (Fig. 7).

There is also a preexisting gas well directly to the north of reserved house site number 2 (Fig. 8). This gas well is in a slight clearing.

Neighboring Land Uses

The adjacent land uses are similar to the Twin Elms. Most are large lot, wooded areas.

V. Board Approval

The Genesee Valley Conservancy Board of Directors approved the Twin Elms Conservation Easement Plan in September 2004. The easement was filed and recorded on December 2004.

VI. Conservation Purposes

The purpose of these restrictions on Twin Elms is to protect the significant natural values. The Conservation Area fulfills the standards set forth by the Board of the Genesee Valley Conservancy. (See Appendix 1 for list of GVC Conservation Easement Criteria). In particular, this easement addresses three "Conservation Purposes" as defined by IRS Code Section 170(h).

1. The Conservation Area is a relatively natural area in which a significant wildlife population and stable plant community or similar ecosystem exists; including important wetlands, open water and a healthy mixed hard wood and coniferous forest.
2. The Conservation Area consists of valuable scenic and open-space vistas that can be seen from several public rights-of-way including Rt. 20A (Main Street) and the Aurora Expressway (Rt. 400) (Figs. 9 and 10).

3. The Conservation Area consists of open space, the preservation of which is in furtherance of the conservation policies as set forth by the, town of Aurora Erie County and New York State.

VII. Conservation Easement Summary

Grant of Access Easement

Grantor hereby grants and conveys unto Grantee, its successors and assigns, the following easements and rights of access to the Conservation Area:

1. The right of the Grantee, in a reasonable manner at reasonable times to enter and inspect the Conservation Area, provided, however, that Grantor is given written notice of such visits seven (7) days in advance;
2. The right, but not the obligation, of the Grantee, at Grantee's expense, to enter on the Conservation Area for the purpose of performing any action required, in Grantee's judgment, to preserve, conserve or promote the natural habitat of the wildlife, trees, fish, plants, or other vegetation located within the Conservation Area, provided that such changes are disclosed to the Grantor in writing at least thirty (30) days prior to performing such act and Grantor approves, in writing, such actions;
3. Without limitation of the foregoing or any other rights or remedies herein contained, the right, but not the obligation, of the Grantee to enter the Conservation Area and take such action or actions as the Grantee deems necessary to correct violations of any restriction or covenant contained herein; whereupon the Grantee shall have the right to charge the Grantor for any and all repair or restoration costs incurred by Grantee in so doing; provided that the Grantor has failed to commence an effort to cure such violation within 30 days after written notice by Grantee to Grantor and thereafter diligently and in good faith proceed to cure the violation with respect to which the notice was provided, excepting the following:
 - a. Acts Beyond Grantors' Control. Grantee may not bring an action against the Grantors for modifications to the Conservation Area resulting from causes beyond the Grantors' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement. Grantors have no responsibility under this Conservation Easement for such unintended modifications.
4. The general public or any member thereof shall construe nothing contained in this Declaration to grant a general right of entry onto the Conservation Area.

Grantor's Declaration of Covenants and Restrictions

The Grantor for themselves, their successors and assigns, covenants and declares that the following restrictions shall run with the land of the Conservation Area and bind the Conservation Area in perpetuity, subject only to the rights, reservations, and conditions set forth herein.

1. No industrial, commercial or commercial-recreational uses or activities shall be made or undertaken within, upon, or under the Conservation Area with the exception of the following:
 - a. Agriculture, including the breeding, boarding, training and sale of livestock.
 - b. Accessory creative or professional use in the nature of a home office or art studio but only if such use is conducted exclusively within a residence or other enclosed structure permitted under this Declaration and does not violate any other prohibition or limitation imposed upon the Conservation Area under this Declaration; and

2. There shall occur no construction, land improvement, or development activities within, upon or under the Conservation Area with the exception of:
 - a. To construct, repair, remodel, reconstruct, and maintain the following Improvements of the Conservation Area:
 - (i) Accessory structures, including, but not limited to, garages and sheds.
 - (ii) Agricultural structures, including, but not limited to, barns, sheds, and silos.
 - (iii) Recreational facilities normally accessory to the other uses permitted in this document, including, but not limited to, ponds and trails.
 - (iv) Fences, and
 - (v) Facilities normally used in connection with supplying utilities and removing effluent from the Improvements permitted under the terms of this Easement and Declaration.

Provided, however, in the event of damage resulting from casualty loss to an extent rendering repair of an existing improvement impractical, erection of a structure of comparable size, bulk, use, and general design to the damaged structure shall be permitted within the same location.

3. No cutting of timber or removal or destruction of trees without prior written approval of the Grantee shall be permitted within the Conservation Area except for the following purposes:
 - a. To clear or restore vegetative cover that has been damaged or disturbed by forces of nature or otherwise.

- b. To prune and selectively thin trees according to good forestry management practices.
 - c. To prune and selectively thin trees that risk potential harm or damage to existing structures.
4. No billboards or outdoor advertising structures shall be placed, erected or maintained within the Conservation Area except: a reasonable number of regulatory (for example, "no trespassing" or "no hunting" signs); educational signs (such as to identify historic sites or plant species); directional signs; and one sign (or more if approved by the Grantee) not exceeding sixteen (16) square feet for any of the following purposes:
- a. Stating the name of the Conservation Area or the names and addresses of the occupants or both.
 - b. Advertising an activity permitted under the provisions of this Declaration.
 - c. Identifying the interest of Grantor or Grantee in the Conservation Area.
 - d. Temporarily advertising the Conservation Area or any portion thereof for sale or rent.
 - e. Temporarily advertising or expressing support for: a political candidate, issue, referendum or other political consideration.
5. No depositing, dumping, abandoning or release of any solid wastes or debris or any liquid wastes or chemical substances shall be permitted within the Conservation Area except for the following:
- a. Chemical substances for the purpose of maintaining or improving the growth of vegetation or the conservation of natural resources, provided such application conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations, does not materially or adversely affect surface or ground water quality, and does not occur within one hundred (100) feet of streams or wetlands; and
 - b. Residential sanitary facility effluent from improvements existing or to be constructed within the Conservation Area provided such disposal conforms to the requirements of all applicable federal, state, and local laws, rules, and regulations.
6. There shall be no exploration for, or development and extraction of, minerals and hydrocarbons by any subsurface mining method or any other method that would impair or interfere with the conservation values of the Conservation Area or the Conservation Purposes. Prior to engaging in any mineral exploration, development, or extraction by any method not otherwise prohibited by this paragraph, Grantor must notify Grantee and submit a plan for Grantee's approval that provides for minimizing the adverse effects of the operation on the conservation values of the Conservation Area. In addition to such other measures as may be required to protect the conservation values of the Conservation Area, the plan must provide for: (1) concealing all facilities or otherwise locating them so as to be compatible with existing topography and landscape to the greatest extent possible and (2) restoring any altered physical features of the land to their original

Genesee Valley Conservancy
Baseline: Twin Elms
February 8, 2005

condition as established in the Baseline Documentation and as otherwise may be required in this Conservation Easement.

7. The Conservation Area shall be operated and managed so as to conform to the standards set forth in the Baseline Document.
8. Nothing in the above restrictions shall be construed to prevent the subdivision of the Conservation Area.

VIII. List of Figures

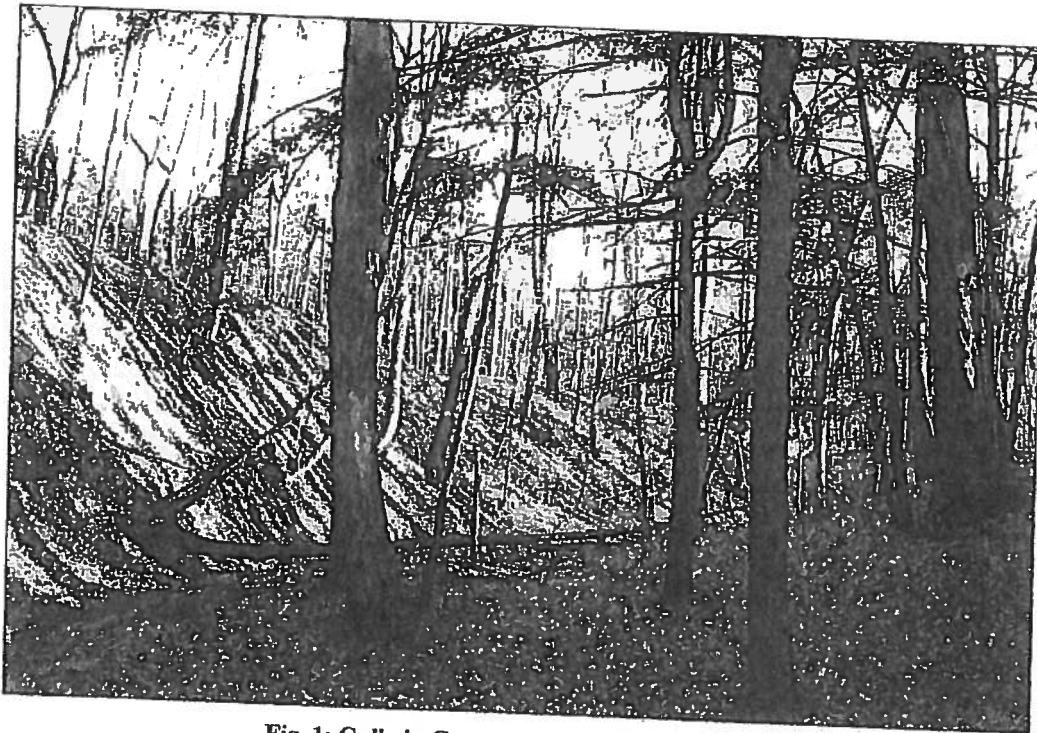


Fig. 1: Gully in Center of property, looking east

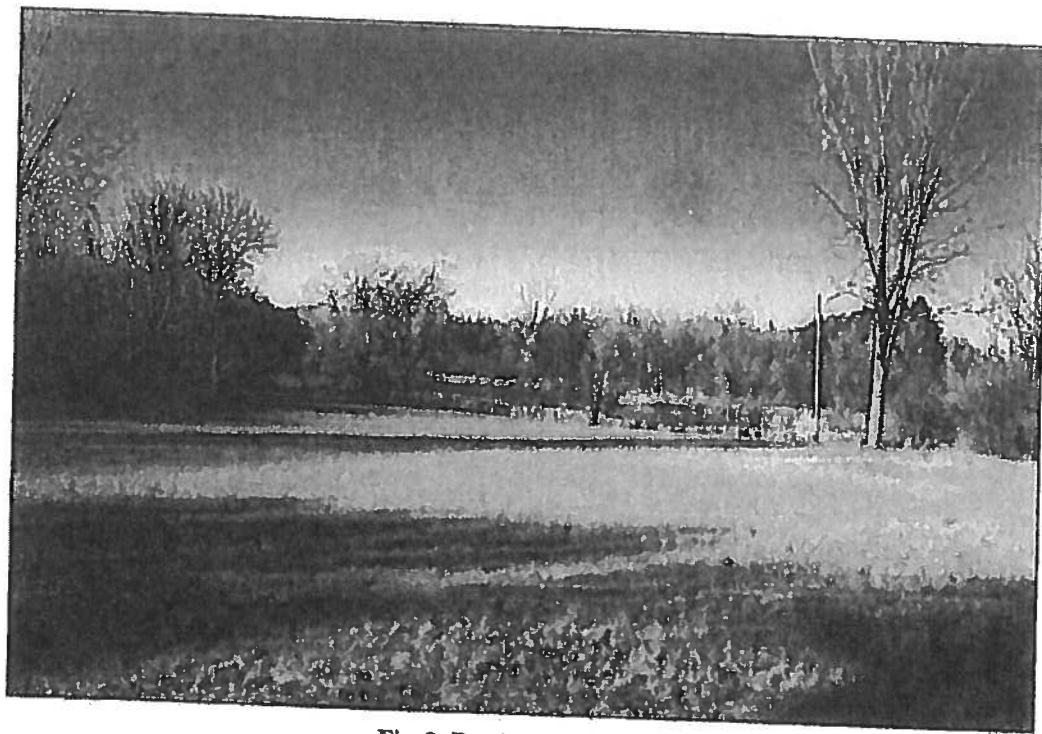


Fig. 2: Pond, looking north

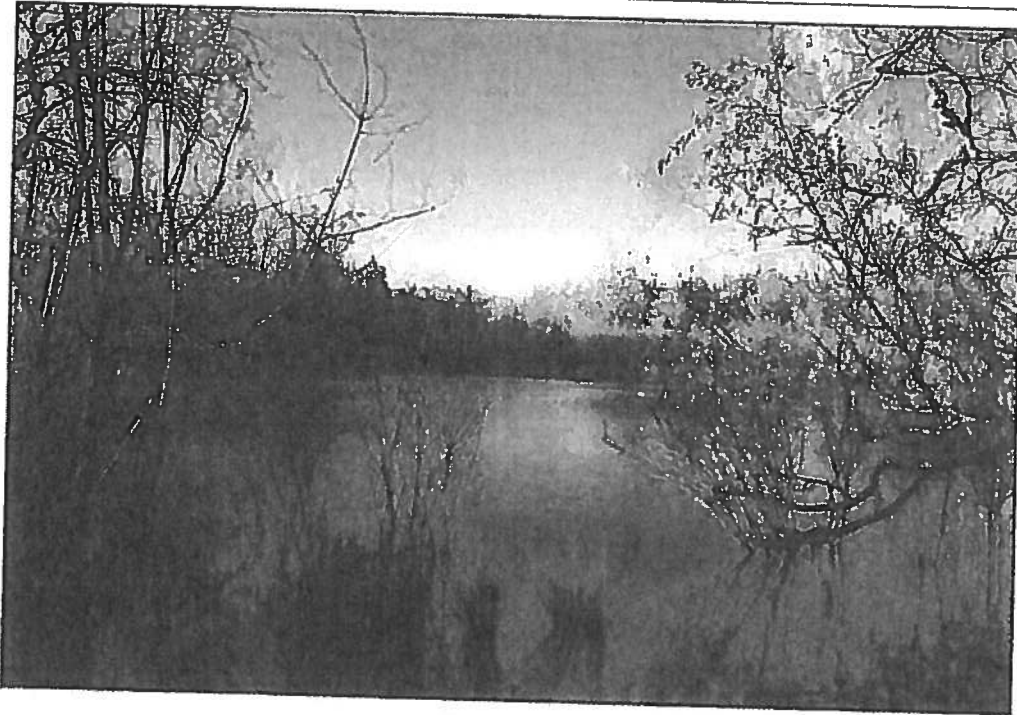


Fig. 3: Pond



Fig. 4: Hard woods, with some conifers



Fig. 5: Pond with beaver activity



Fig. 6: Trail, looking north



Fig. 7: Utility right of way



Fig. 8: Gas well, looking north

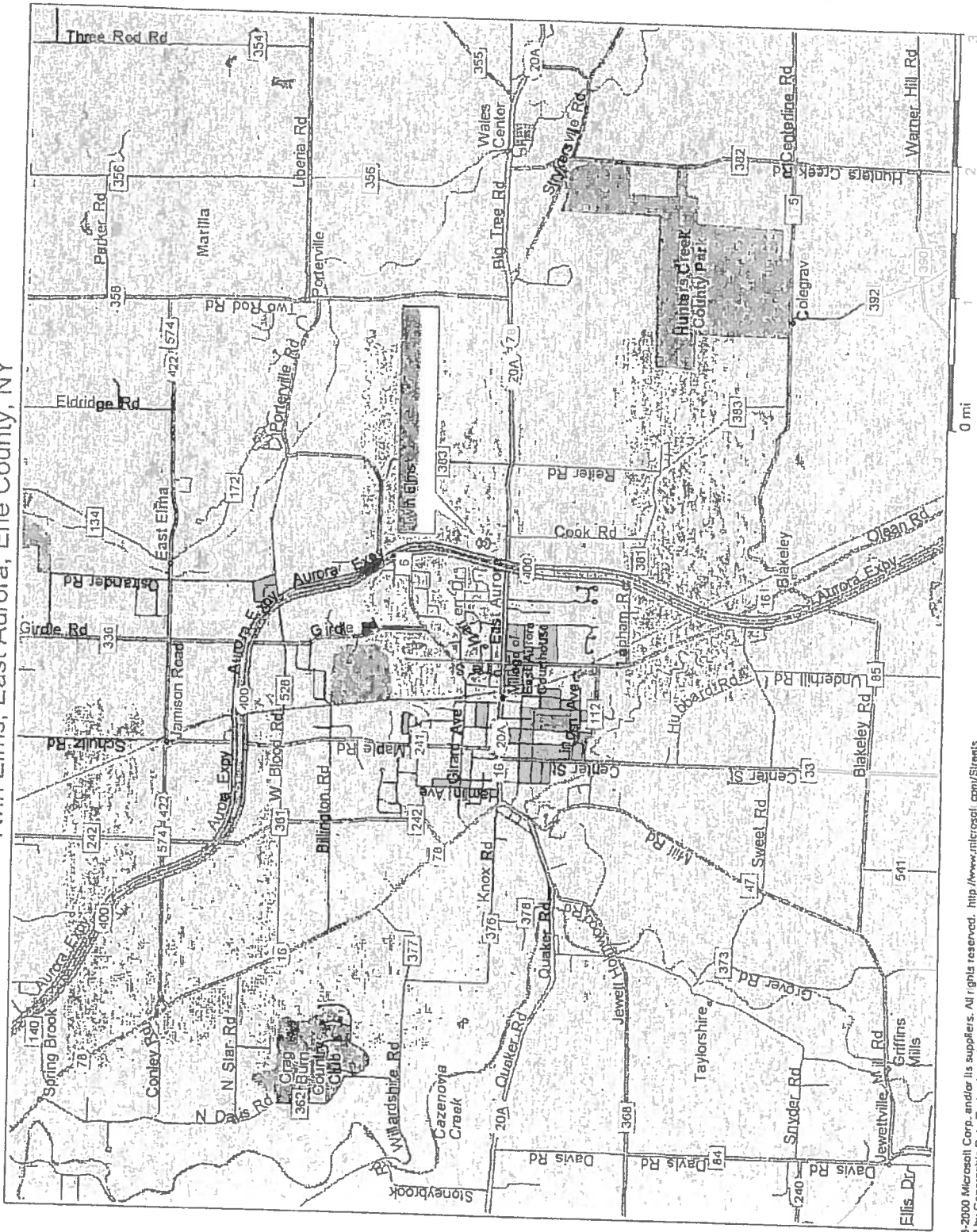


Fig. 9: View from Main Street (Rt. 20)



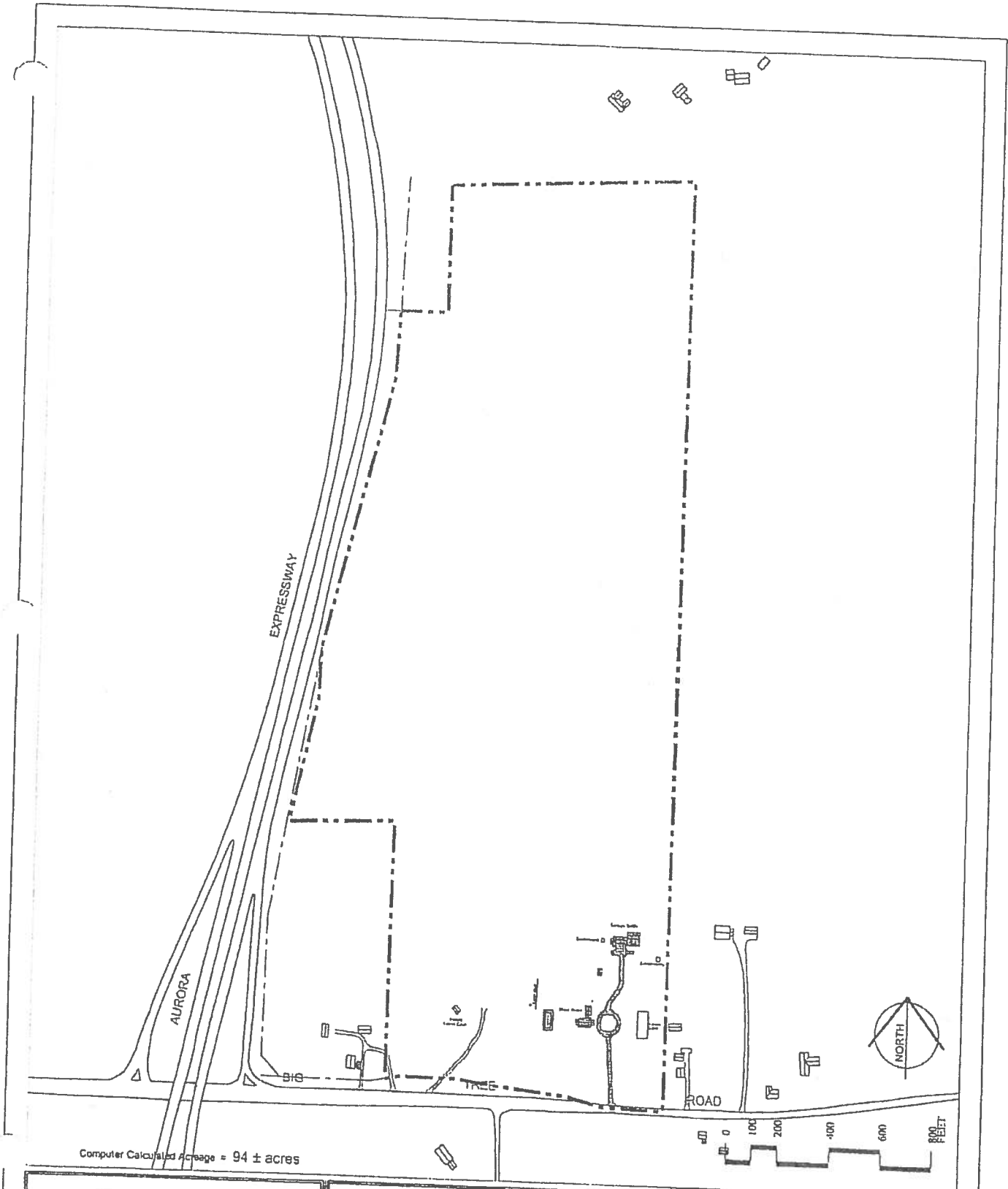
Fig. 10: View from Main Street (Rt. 20)

Twin Elms, East Aurora, Erie County, NY



Copyright © 1988-2000 Microsoft Corp. and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets>
 © Copyright 1999 by Geographic Data Technology, Inc. All rights reserved © 1998 Navigational Technologies. All rights reserved. This data includes information taken with permission from Canadian authorities © Her Majesty the Queen in Right of Canada.
 © Copyright 1999 by CompuSearch Micromarketing Data and Systems Ltd

EXHIBIT 1: SITE MAP



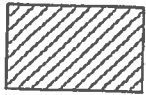
Computer Calculated Acreage = 94 ± acres

ECKHERT
 TOWN OF AURORA
 ERIE COUNTY, NEW YORK

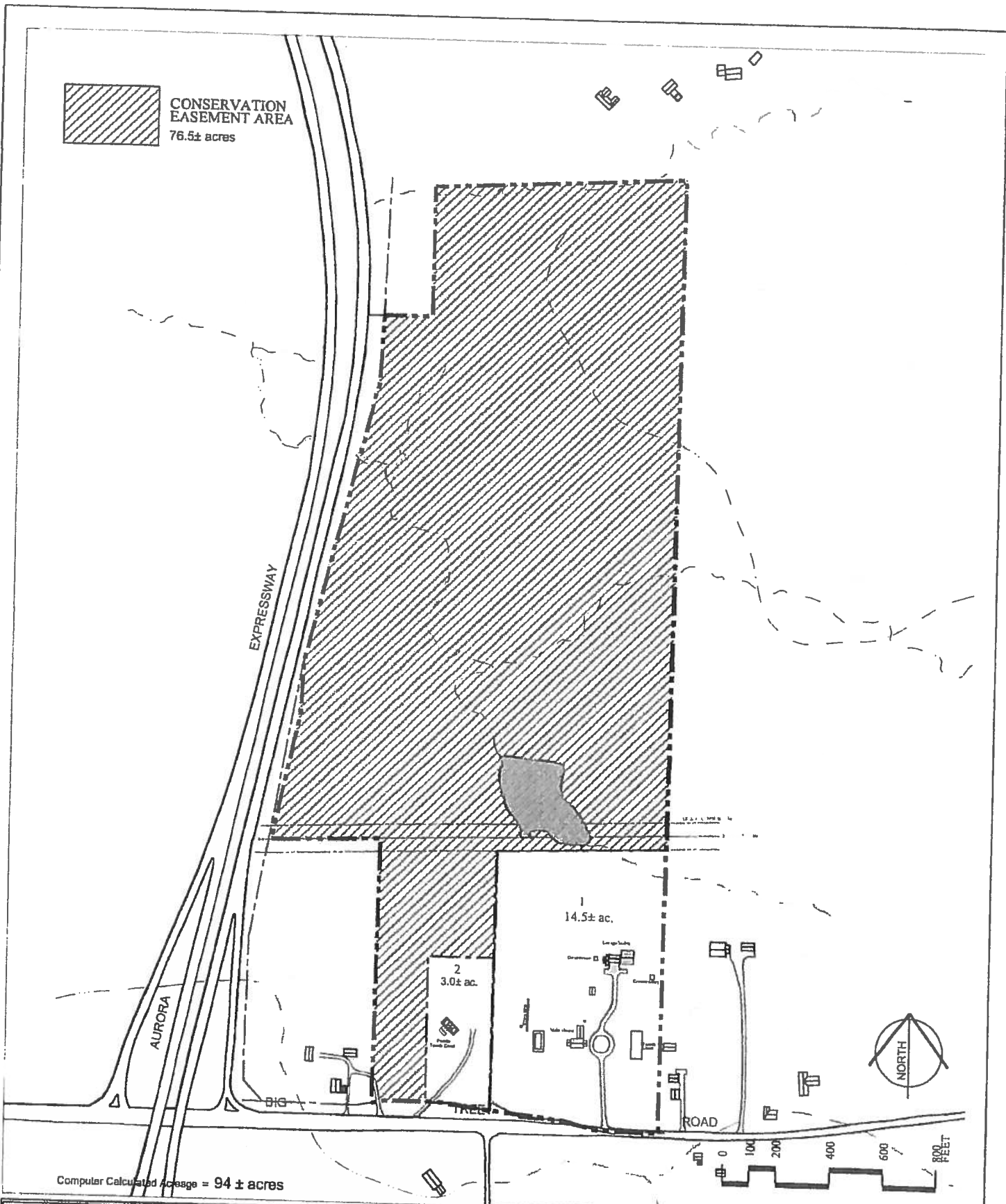
EXHIBIT 2
BASE MAP

10/21/04
 10/21/04
 10/21/04
 10/21/04

Genesee Valley Conservancy
 PO Box 73, Genesee, NY 14454



CONSERVATION
EASEMENT AREA
76.5± acres



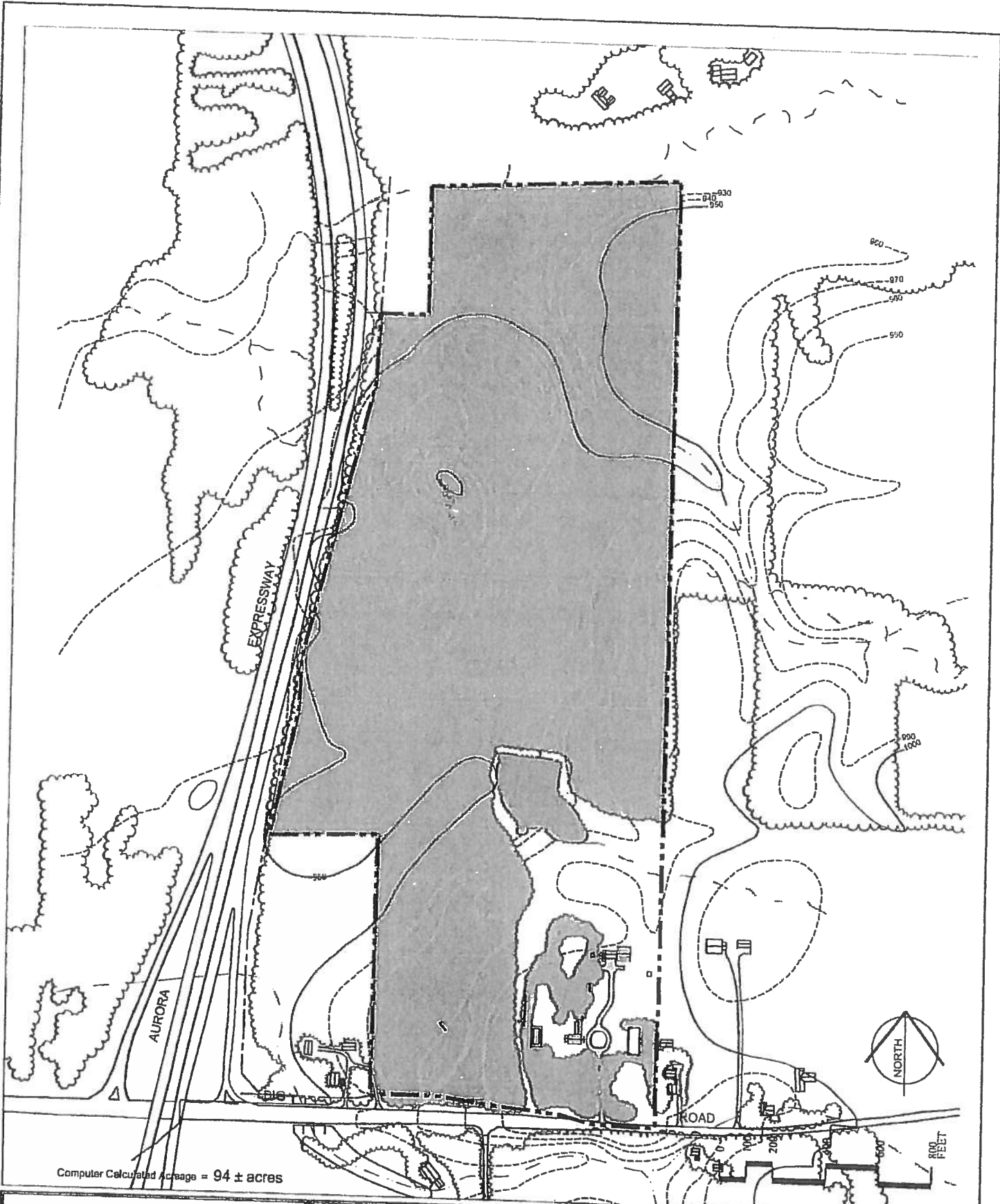
Computer Calculated Acreage = 94 ± acres

ECKHERT

TOWN OF AURORA
ERIE COUNTY, NEW YORK

**CONSERVATION
EASEMENT PLAN**

Genesee Valley Conservancy
PO Box 73, Geneseo, NY 14454



Computer Calculated Acreage = 94 ± acres

ECKHERT

TOWN OF AURORA
ERIE COUNTY, NEW YORK

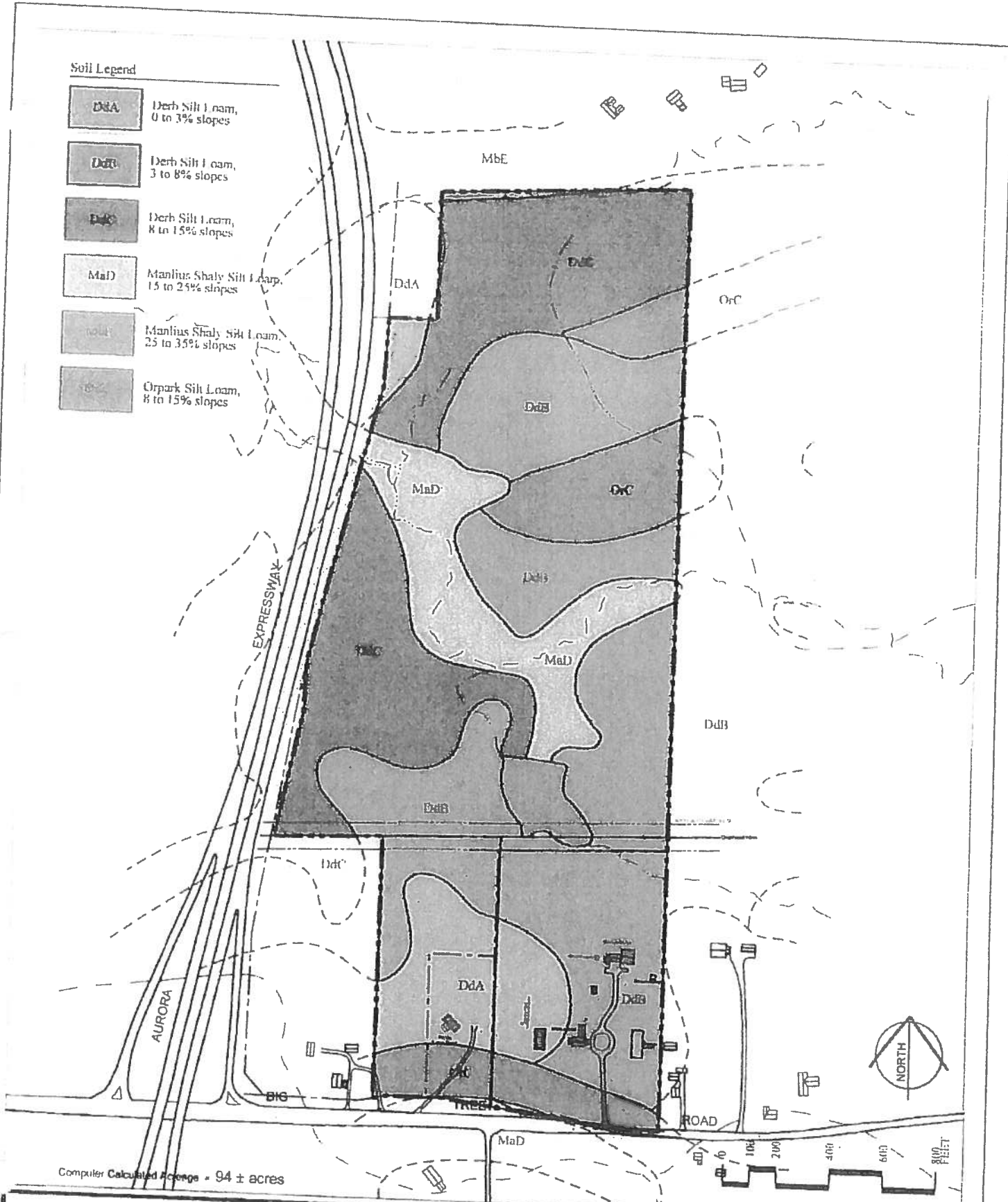
ENVIRONMENTAL CONDITIONS

PREPARED BY
E.C.K.H.E.R.T.
INCORPORATED
100 W. MAIN ST.
GENESECO, NY 14454

Genesee Valley Conservancy
PO Box 73, Geneseo, NY 14454

Soil Legend

- DdA** Derb Silt L. am, 0 to 3% slopes
- DdB** Derb Silt L. am, 3 to 8% slopes
- DdC** Derb Silt L. am, 8 to 15% slopes
- MaD** Manlius Shaly Silt L. am, 15 to 25% slopes
- DdB** Manlius Shaly Silt L. am, 25 to 35% slopes
- OrC** Orpark Silt L. am, 8 to 15% slopes



Computer Calculated Acreage = 94 ± acres

ECKHERT

TOWN OF AURORA
ERIE COUNTY, NEW YORK

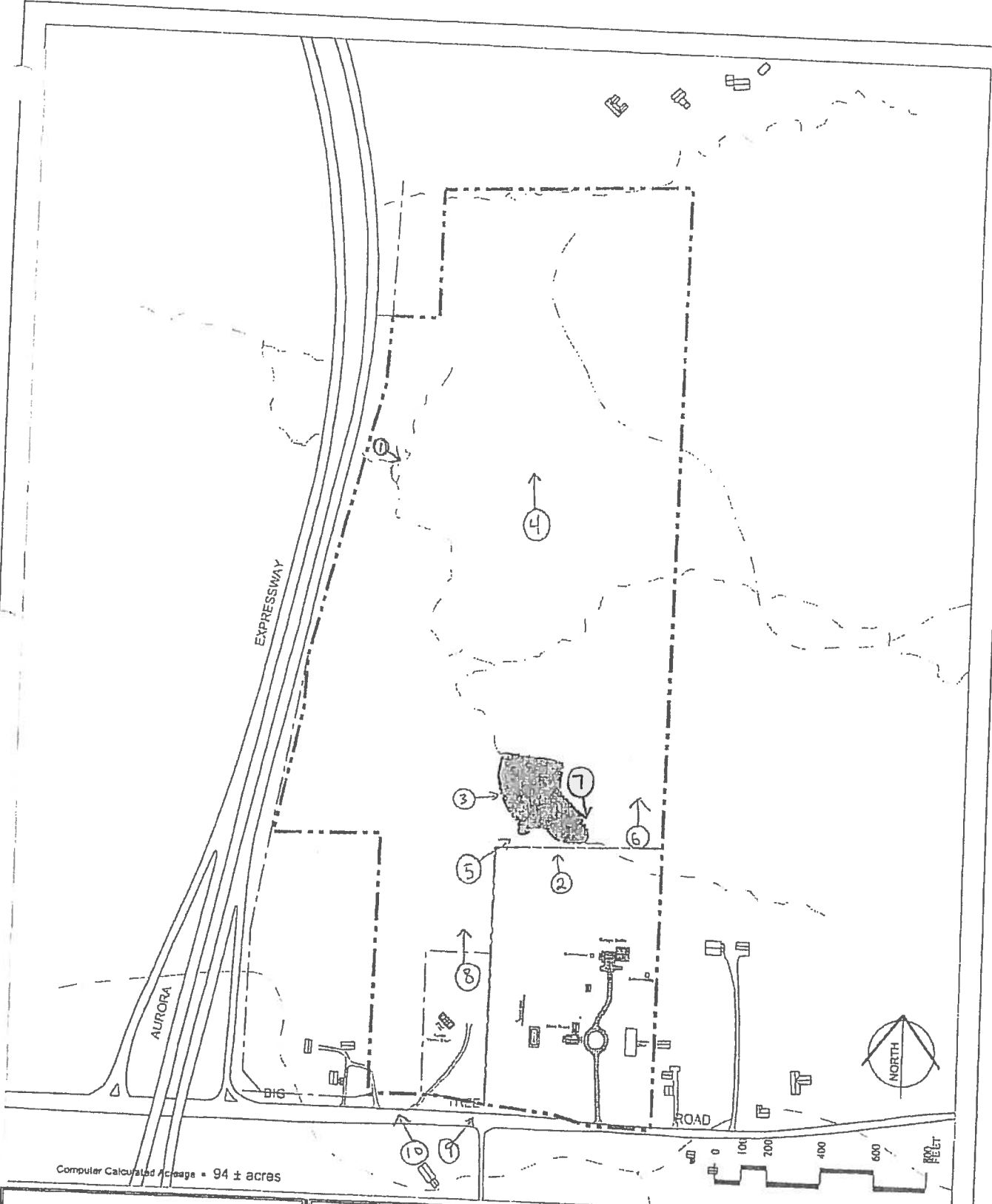
Soil Map

Genesee Valley Conservancy
PO Box 73, Geneseo, NY 14454



Twin Elms: Aerial

0 170 340 680 Feet



Computer Calculated Acreage = 94 ± acres

ECKHERT
 TOWN OF AURORA
 ERIE COUNTY, NEW YORK

EXHIBIT 7
Figures Index

DATE: 11/11/03
 TIME: 10:00 AM
 DRAWN BY: [illegible]

Genesee Valley Conservancy
 PO Box 73, Genesee, NY 14454

Appendix 1: GVC Conservation Easement Criteria

Genesee Valley Conservancy has a list of ten criteria used for evaluating prospective conservation easement donations. Although each donation is evaluated on its own merits, it is made clear to potential donors that a significant public benefit must result.

The ten criteria are as follows:

1. The property is in active agricultural use.
2. The property buffers agricultural land, wildlife habitats, or other sensitive areas.
3. The property includes important wildlife habitats and/or known migration routes.
4. The property is in a relatively natural, undisturbed condition.
5. The property is visible to the public from roadways, waterways, or recreational areas.
6. The property shares a common boundary with a publicly preserved land or other significant open space.
7. The property is in close proximity to private land, which is already preserved or likely to be permanently preserved.
8. The development of the property would diminish scenic views or interfere with views across protected open space.
9. The property affects the integrity of a significant watershed area, creek, pond, or other body of water.
10. The property is of sufficient size that its significant features are likely to remain intact in spite of adjacent development.

Four factors that may preclude GVC acceptance of a potential easement donation are:

1. The property's value is primarily scenic yet it cannot be readily viewed by the public.
2. The conservation values of the property are likely to be significantly diminished by the development of adjacent lands.
3. The landowner insists on conditions that GVC believes will seriously compromise the conservation values of the property.
4. Stewardship responsibilities, including the enforcement of easement provisions, would be unusually difficult to fulfill.

Each of the conservation easement donations accepted by the GVC meets one or more of the ten criteria listed and is not disallowed by one of the four preclusion factors.

Appendix 2: Genesee Valley Conservancy Monitoring Policy

Internal Revenue Service requires the Genesee Valley Conservancy to document the condition of the protected property at the time of the Conservation Easement donation. This Baseline Report fulfills this requirement. Additionally, the IRS requires GVC to monitor, uphold, and enforce when necessary the conservation easements entrusted to it *in perpetuity*. Therefore, the following is a guideline for monitoring the easements, and documenting changes as observed by the monitor.

Conservation Easement Monitoring *

Conservation Easement monitoring serves several purposes:

1. Ensure landowner compliance with the easement.
2. Build rapport with the landowner.
3. Serve as the venue to note environmental and land use changes on preserved properties. While federal regulations do not require this, it is the feeling of GVC that documenting changes on the property is beneficial for GVC and the landowner. While this aspect of the monitoring may be time consuming, every effort should be made to document the property changes as they occur. Volunteers and the Stewardship Committee members can provide the necessary personnel to complete this task. Additionally, SUNY Geneseo students are a valuable resource for partnerships in this endeavor.

Monitoring must be on a yearly basis. However, some easements may require more monitoring. Instances when biannual monitoring is necessary are for highly used properties or properties with many neighboring land pressures and/or potential encroachments.

GVC Staff, board members, interns or volunteers may do monitoring. Preferably, the property owner will attend the monitoring visit as well, but this is not necessary. Before the visit, the monitors must review the Baseline Document to familiarize themselves with the property. The landowner is to be notified of the visit two weeks before the visit by letter. Following the letter, the visit is scheduled by telephone. All efforts to schedule the visit at a time when the landowner can attend should be made. This is for several reasons:

- Build landowner/GVC relationships
- Review the easement with landowner
- Decrease potential misunderstanding of the monitoring activity

Upon completion of the visit, the monitor is responsible for writing and packaging the field notes. This includes compiling any maps and photos into the monitoring document. Two copies are forwarded to the landowner, one to be signed and returned to GVC and kept on file. The following is the Baseline monitoring report used for the site visit.

* For additional information on Baseline Documentation or Monitoring, see either

1. The Conservation Easement Stewardship Guide, by Brenda Lind
2. The Standards and Practices Guidebook, by the Land Trust Alliance

Appendix 3: Sample (2004) Conservation Easement Monitoring Report

1. Easement Name _____
2. Date _____
3. Easement Address (Approximate) _____
4. Current Owner _____
5. Landowner Contact Address _____
6. Phone _____
7. Manager _____
8. Date of last Easement Inspection _____
9. Has the Property Been Transferred Since Last Visit: Yes / No

If so, include the following information:

Deed from: _____ Deed
to: _____

Book: _____ Page: _____
Date: _____

10. Method of Inspection: Land / Air / Other (circle one)
11. List all Persons Attending Inspection: _____

12. Description of Current Land Use
13. Man-Made Alterations Since the Easement Was Last Monitored (attach photos and map):
14. Natural Alterations Since Easement Was Last Monitored (attach photos and map):
15. Conditions of Neighboring Properties (including threats, encroachments, alterations, developments)

16. Monitors Name: _____
17. Address (if volunteer): _____

18. Signature(s): _____ Print Name _____
_____ Print Name _____

Appendix 4: Genesee Valley Conservancy Baseline Documents and Monitoring Reports Archiving Policy

Baseline Documentation

As discussed in the previous section "Genesee Valley Conservancy Monitoring Policy," the baseline document represents the condition of the property at the time the conservation easement is donated. The monitoring report is the method of ensuring the agreement is upheld, and to note changes in the property for GVC and property owner. Since the Baseline is a static document, ensuring the preservation of the document is vital to the validity of the report. To guarantee the Baseline remains as originally specified the following is a guideline for archiving the Document.

Baseline Documentation Archiving

To ensure the safekeeping of the Baseline in a manner consistent to the original landowner intent and property conditions at the time of granting the easement, the following steps must be taken at the completion of the Baseline.

1. Three signed hard copies shall be created; one for the easement donor, the other two for the GVC files (one for safe keeping in a fire proof file cabinet, the other as a working copy).
2. Two digital copies shall be created, one "write protected" with a password to prohibit access to all but those authorized from modifying the documents, the other as a working document to access photographs or written description for monitoring reports

Periodically, the digital copies shall be updated to the newest version software used by GVC. For example, when GVC or its successor organization acquires new word processing or image viewing software, each baseline "write protected" copy shall be updated to the new format. This ensures the digital copy remains accessible in the future. During this process, no changes or modifications are permissible to the document other than necessary for the upgrading the file type. These updates may be preformed only by authorized GVC directors or staff.

EXHIBIT D

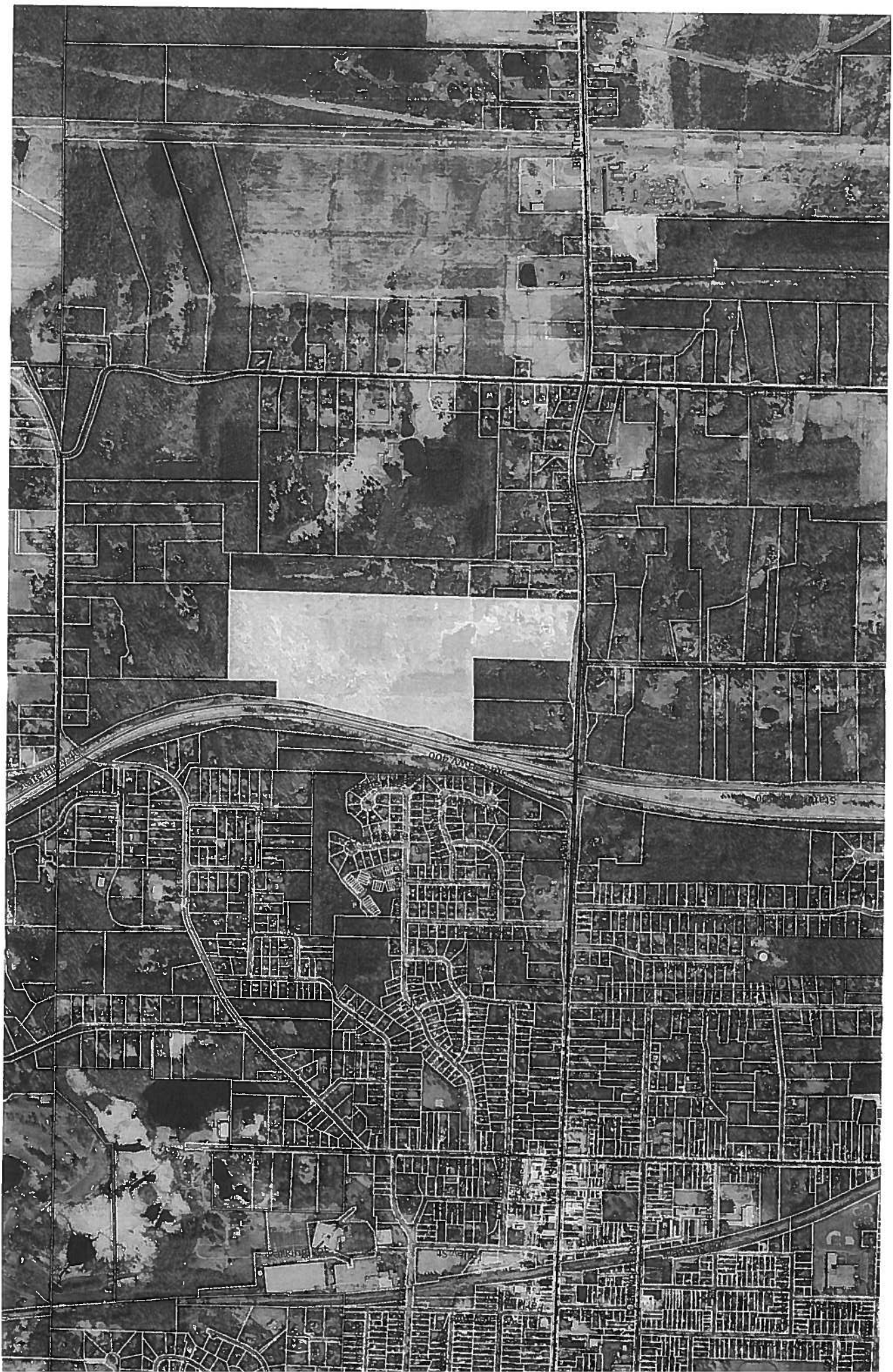


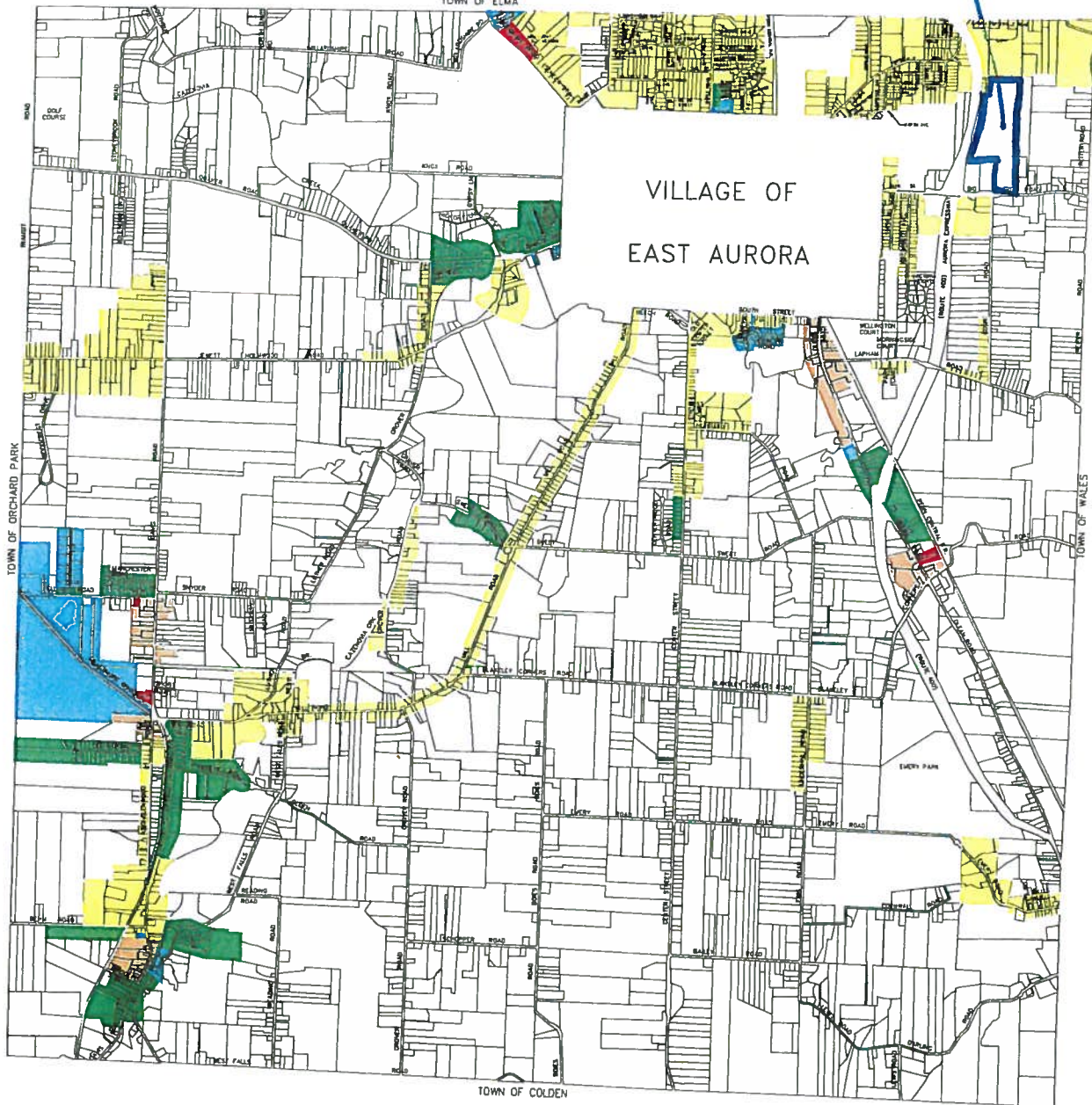
EXHIBIT E

TOWN OF AURORA








ERIE COUNTY, NEW YORK

ZONING DISTRICT MAP

Property



LEGEND

	RESIDENCE - 1		BUSINESS - 1
	RESIDENCE - 2		BUSINESS - 2
	RESIDENCE - 3		INDUSTRIAL
	AGRICULTURE		

NOTE:
2009 PARCEL BOUNDARY INFORMATION OBTAINED FROM ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING. ASSESSOR'S MAPS AND RECORDS. THIS DRAWING IS A GENERAL REPRESENTATION OF THE ZONING DISTRICTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE ZONING DISTRICT INFORMATION WAS OBTAINED FROM THE TOWN OF AURORA, LAST REVISION WAS JAN. 23 1993.

THIS DRAWING DATED NOVEMBER, 1996
THIS DRAWING REVISED MARCH, 2010



CRA Infrastructure & Engineering, Inc.

EXHIBIT F

TABLE OF DISTRICT REGULATIONS

For Town of Aurora Zoning Ordinance

District	Permitted Uses	Maximum Height	Minimum Floor Area of Dwelling	Minimum Lot Size		Front Yard Depth or Setback	Side Yards	Minimum Depth of Rear Yard	Required Off-Street Parking
				Width	Area				
R 1	<ol style="list-style-type: none"> One-family dwellings, with no other dwelling or other principal building on the same lot, except in the case of street buildings. Church or other place of worship or religious instruction; parish house or rectory; convent in connection with school. Public or private non-profit school accredited by the New York State Education Department; any such institution shall provide elementary or primary school instruction, and may provide secondary school instruction. Public park or public playground maintained by the State of New York, County of Erie or Town of Aurora. Customary accessory uses, including but not limited to private garage, and also including but not limited to the following: professional offices of accountants, physicians and surgeons, dentists, building architects, public accountants and other professional offices, and incidental to the primary residential use. No dwelling further provided that, except for household servants and yardmen, not more than one person shall be employed on the premises as an assistant to the professional; and further provided that, in all cases where such professional offices visiting such offices. Signs, limited in accordance with Section 5.19. 	<p>2½ story, not to exceed 35 feet for principal buildings.</p> <p>1 story, not to exceed 15 feet for accessory buildings.</p>	1200 square feet	125 feet	20,000 square feet * for each dwelling unit.	75 feet	These shall be a side yard on each side of every main building. Each side yard shall be a minimum width indicated below. All an accessory building shall be at least 10 feet from the street line in which case it need be 20 feet from such side lot line.	50 feet, measured from the main building.	See definition: "Parking"
R 2	<ol style="list-style-type: none"> Any use permitted and so limited in the "R1" district. Two-family dwellings, with no other dwelling or other principal building on the same lot. Government buildings and uses. Professional office conducted in a dwelling by the resident thereof. Keeping of not more than 3 horses, boarders or transient guests. Customary home occupations. 	Same as "R1"	<p>980 square feet for 1-family dwelling.</p> <p>1200 square feet for 2-family dwelling.</p>	100 feet * 20,000 square feet * plus 2,000 additional square feet * for each family dwelling unit in excess of one.	50 feet (See Section 5.27.)	40 feet, measured from the main building.	See *	<ol style="list-style-type: none"> 500 square feet of office space, measured from the street line, for each person employed on the premises. 200 square feet of office space, measured from the street line, for each person employed on the premises. 100 square feet of office space, measured from the street line, for each person employed on the premises. 50 square feet of office space, measured from the street line, for each person employed on the premises. 	
R 3	<ol style="list-style-type: none"> Any use permitted and so limited in the "R2" district, except that none shall exceed 4 square feet in area. Multiple dwellings. Dwelling group consisting of two or more dwellings on the same lot. Boarding or rooming houses. Non-profit institutions for charitable, religious, cultural or community social purposes, not including institutions for mental patients or correctional purposes. 	Same as "R1"	<p>720 square feet for 1-family dwelling.</p> <p>1200 square feet for 2-family dwelling.</p> <p>500 square feet per family in multiple dwelling.</p>	90 feet * 16,000 square feet * plus 4,000 square feet * for each family dwelling unit in excess of one.	Same as "R2"	<p>40 feet, measured from the main building.</p> <p>* Accessory buildings in any "R3" district shall be at least 3 feet from the street line.</p>	<ol style="list-style-type: none"> 1000 square feet of office space, measured from the street line, for each person employed on the premises. 500 square feet of office space, measured from the street line, for each person employed on the premises. 200 square feet of office space, measured from the street line, for each person employed on the premises. 100 square feet of office space, measured from the street line, for each person employed on the premises. 		
A	<ol style="list-style-type: none"> Any use permitted and so regulated in the "R3" district. Agricultural, horticultural and horticultural pursuits, including but not limited to orchards, general farms, greenhouses, plant nurseries, truck gardens and the selling of flowers, poultry for the production and storage of the products of such pursuit. Seasonal cottages not occupied more than 6 months in any 12-month period. Public utility buildings and other structures. Quarries, pits, sand and gravel pits, subject to Section 5.04. Veterinary hospitals or clinics. Customary accessory uses and auxiliary structures, including but not limited to new ones with Section 5.20. When approved by the Board of Appeals: an auto court, camp, cemetery, correctional institution, dog kennel, farm, farm stand, farm store, public stable riding academy, and sanitation other serving the general public and not having a direct activity which is customarily conducted for profit. Coal pits when approved by Board of Appeals. 	Same as "R3"	Same as "R3"	Same as "R3"	<p>75 feet (See Section 5.27.)</p>	Same as "R1" for dwellings.	<ol style="list-style-type: none"> 3 parking spaces, for each residential street dwelling alley. 10 car spaces for each dwelling alley. 		

EXHIBIT G

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

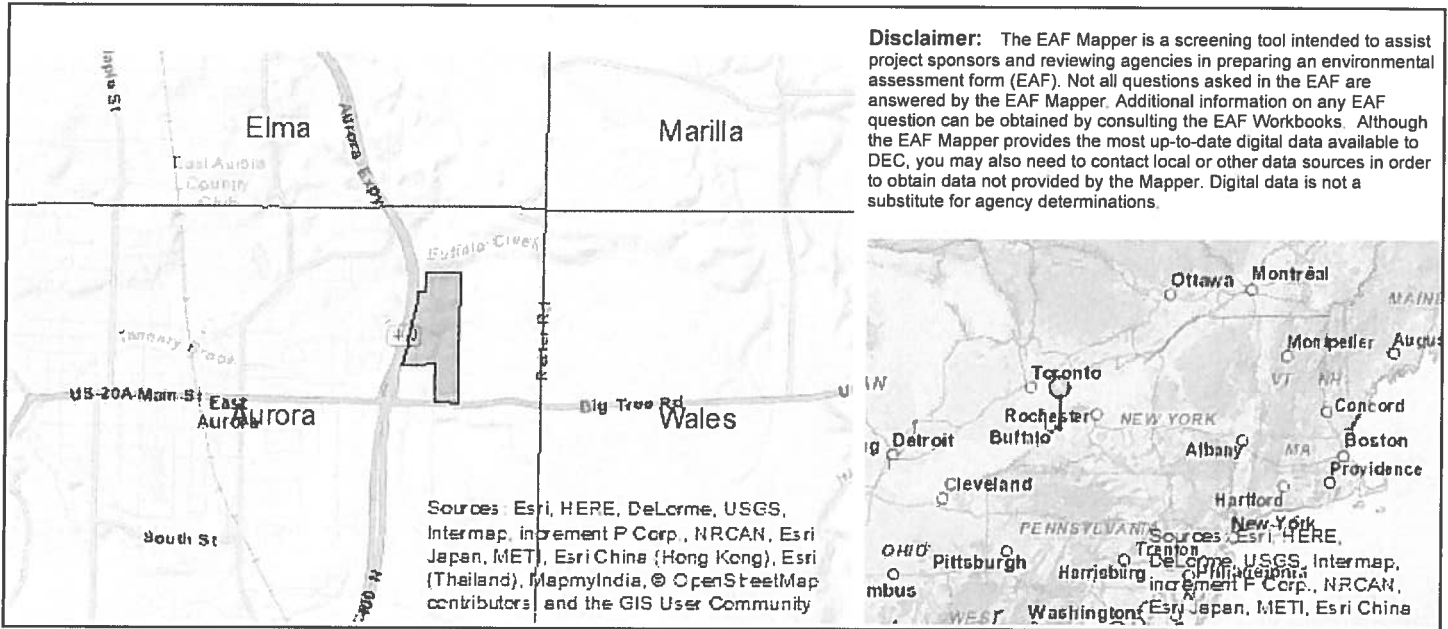
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Cardea Health			
Project Location (describe, and attach a location map): 1196 East Main Street, Town of Aurora, NY (see map on p.4 of this document)			
Brief Description of Proposed Action: The Project Sponsor seeks to establish an integrative medical practice at the Project Site limited to the existing structures and improvements, but requiring an area variance for number of employees.			
Name of Applicant or Sponsor: Cardea Health		Telephone: 716-427-7102	
		E-Mail: psorgi@hsr-legal.com	
Address: Cardea Health c/o Hopkins Sorgi Romanowski, 26 Mississippi Street, Suite 400			
City/PO: Buffalo		State: NY	Zip Code: 14203
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		83.22 acres	
b. Total acreage to be physically disturbed?		less than 3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		83.22 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>Conservation</u>			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<u>The site does not contain wetlands. The conservation portion of the site contains a pond.</u>			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: <u>Cardea Health c/o Hopkins Surg. Romanowski</u> Date: <u>4/29/16</u> Signature: <u>Jani G Brandon</u> <small>PUC</small></p>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No