

# This Indenture

Made the 28th day of April Nineteen Hundred and Fifty-three

Between HOOKER ELECTROCHEMICAL COMPANY

a corporation organized under the laws of the State of New York with its office and principal place of business on Buffalo Avenue in the City of Niagara Falls, County of Niagara and State of New York,

party of the first part, and

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK,

party of the second part;

Witnesseth, that the party of the first part, in consideration of

One Dollar,

(\$1.00 ) lawful money of the United States,

paid by the party of the second part,

does hereby remise, release, and quitclaim unto the party of the second part,

its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot number sixty (60) of the Mile Reserve, bounded and described as follows:

BEGINNING at a point in the northerly boundary line of the property formerly owned by David N. Long, which is also the center line of Colvin Boulevard, said point being one hundred seventy-five (175) feet distant from the westerly line of Lot number sixty (60) of the Mile Reserve in an easterly direction measured at right angles thereto; running thence southerly parallel with the westerly line of Lot number sixty (60) to the northerly line of Frontier Avenue; thence easterly along the northerly line of Frontier Avenue to the intersection thereof with a line parallel to the westerly line of Lot number sixty (60) and three hundred seventy-five (375) feet distant easterly therefrom measured at right angles thereto; thence northerly along a line parallel to the westerly line of Lot number sixty (60) to the center line of Colvin Boulevard; thence westerly along the center line of Colvin Boulevard to the point of beginning;

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lot number sixty (60) of the Mile Reserve, bounded and described as follows:

BEGINNING at a point in the northerly line of Frontier Avenue which is three hundred seventy-five (375) feet easterly from the westerly line of Lot number sixty (60) of the Mile Reserve measured at right angles thereto; running thence northerly along a line parallel to the westerly line of Lot number sixty (60) to the point of intersection of said parallel line with a line drawn at right angles to the westerly line of Lot number sixty (60) from a point therein forty-three (43) chains north of the center line of the River Road measured along the westerly line of Lot number sixty (60); running thence easterly along a continuation of said line drawn at right angles to the westerly line of Lot number sixty (60) thirty-four and two-tenths (34.2) feet; running thence southerly along a line parallel to the westerly line of Lot number sixty (60) of the Mile Reserve to the northerly line of Frontier Avenue; thence westerly along the northerly line of Frontier Avenue to the point of beginning;

SUBJECT to the rights of the public in and to any and all streets and highways which cross said premises;

Prior to the delivery of this instrument of conveyance, the grantee herein has been advised by the grantor that the premises above described have been filled, in whole or in part, to the present grade level thereof with waste products resulting from the manufacturing of chemicals by the grantor at its plant in the City of Niagara Falls, New York, and the grantee assumes all risk and liability incident to the use thereof. It is, therefore, understood and agreed that, as a part of the consideration for this conveyance and as a condition thereof, no claim, suit, action or demand of any nature whatsoever shall ever be made by the grantee, its successors or assigns, against the grantor, its successors or assigns, for injury to a person or persons, including death resulting therefrom, or loss of or damage to property caused by, in connection with or by reason of the presence of said industrial wastes. It is further agreed as a condition hereof that each subsequent conveyance of the aforesaid lands shall be made subject to the foregoing provisions and conditions.

**Together** with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

**To have and to hold** the premises herein granted unto the party of the second part, its successors and assigns forever.

In Presence of

(CORPORATE  
SEAL)

**In Witness Whereof.** The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

HOOVER ELECTROCHEMICAL COMPANY

By B. KLAUSSEN  
Executive Vice President

State of New York

County of NIAGARA

SS.

CITY of NIAGARA FALLS

On this 28th day of April Nineteen Hundred and Fifty-three before me personally came B. KLAUSSEN

to me personally known who, being by me duly sworn did depose and say that he resides in at Center Street in the Village of Lewiston, Niagara County, New York, that he is the Executive Vice President of HOOKER ELECTROCHEMICAL COMPANY the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

LESLIE H. MOYER

Notary Public
State of New York

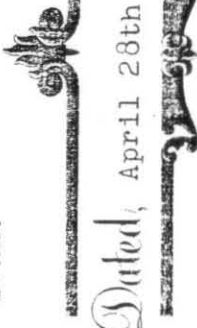


CORPORATION - QUIT CLAIM

HOOKER ELECTROCHEMICAL COMPANY

TO

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK.



Dated, April 28th 1953

STATE OF NEW YORK

County of Niagara SS.



6 day of July A.D. 1953 at o'clock P.M. in LIBER 1106 of DEEDS at PAGE 467 and examined.

CLERK

RANCHOT RUNALS COHEN TAYLOR & RICKERT COUNSELLORS AT LAW

NIAGARA FALLS, NEW YORK