

ALSO GRANTING TO GRANTEE AND THE GRANTEE'S DISTRIBUTEES, as long as any such individuals own the above premises, the personal right of access to the WRP easement area for the privilege of hunting, fishing and general use thereof, said right to be exercised according to Grantor's existing general rules and regulations providing for the use of the same by members of the general public, as amended from time to time; provided however, Grantee's use shall not be affected by any change in such rules that prohibits said activities by the general public. In that event, the last published applicable rules and regulations relating to activities by the general public given to Grantee by Grantor shall govern Grantee's use of the WRP easement area.

SUBJECT TO THE FOLLOWING RESTRICTIONS, which shall run with the land:

1. No waste, refuse or litter shall be permitted to enter the wetlands or any watercourse leading to premises owned by the Grantor and adjoining the premises hereby conveyed.
2. All ditches existing on the above premises must be maintained in a tidy and satisfactory manner, being cleared from any buildup of material. No watercourse may be altered or restricted so as to decrease the flow of water through said watercourses to wetlands owned by the Grantor and located westerly from the conveyed premises; however ditching and/or watercourses may be re-routed in the event Grantee constructs a residence or other out building on the premises, as long as water flow, as redirected, is maintained to the wetlands. There shall be no clear cutting of trees, except for areas to be utilized for the construction of a residence and appurtenances associated with a residence. All open areas shall be seeded to prevent erosion.
3. No communication towers of any kind over the height of twenty-five feet (25') shall be erected or maintained on any part of the conveyed premises.
4. No oil or gas wells shall be drilled and no windmills or gravel mining shall be permitted on the premises.
5. No gun (pistol and long gun) target practice shooting shall be conducted on the premises and aimed toward the WRP without a proper back stop designed to shield the WRP area to a height of ten feet from bullet trajectories.
6. The above premises shall be used solely for personal residences and commercial activity shall not be permitted on the premises unless approved in writing by Grantor, its successors and assigns.

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto Grantee, Grantee's distributees and assigns forever.

This Deed is given pursuant to corporate resolution dated April __, 2015, which recites in part "...KEYBOARD()" and this Deed is signed by a duly authorized officer of the corporation pursuant to said resolution.

FURTHER, in Compliance with Sec. 13 of the Lien Law, Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer on April __, 2015.

CATTARAUGUS LOCAL DEVELOPMENT CORP.

By: _____
Richard J. LeFeber, Executive Director

STATE OF NEW YORK
COUNTY OF CATTARAUGUS ss.:

On April __, 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. LeFeber personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York