

**PERSONAL PROPERTY
TRANSFER OF OWNERSHIP AGREEMENT**

This agreement ("Agreement") is by and between the New York State Canal Corporation ("NYSCC"), a public benefit corporation with a principal office located at 30 South Pearl Street, Albany, NY 12207 and the Town of Pendleton (the "Town"), a municipal entity of New York State, with its principal address being 6570 Campbell Blvd Ave Lockport, NY 14094 (collectively, the "Parties").

WHEREAS, NYSCC desires to transfer a former vessel, known as BUOY BOAT 151, to the Town at no cost, which is considered equal to or greater than the fair market value of the property;

WHEREAS, NYSCC sought guidance from the New York State Historic Preservation Office ("NYSHPO") on this property's proposed transfer of ownership. The NYSHPO has no objections to the transfer of ownership of the property, given the transfer will have no adverse impact on historic resources;

WHEREAS, the Town understands that BUOY BOAT 151 is not serviceable or seaworthy and cannot be operated on the New York State Barge Canal ("Barge Canal") or other waterbody;

WHEREAS, the Town intends to display the property as a static display on land at a mutually agreeable location of the Parties that is visible and accessible to the Barge Canal by the public;

WHEREAS, the Town agrees that it will, to the extent practicable, maintain BUOY BOAT 151's appearance in such a way that it will accurately represent its appearance while it was in active service to New York State, consistent with documents, photographs and paint codes provided to the Town by the NYSCC;

WHEREAS, the Town agrees that if it intends to include signage as part of the display of BUOY BOAT 151, it will consult the NYSCC for historical accuracy; and

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto for themselves, their legal representatives, trustees, successors, and assigns, hereby covenant and agree as follows:

1. The NYSCC hereby transfers ownership of personal property identified as a workboat known as BUOY BOAT 151 to the Town. The Town accepts the personal property "as is, where is."
2. THE NYSCC DOES NOT IN ANY WAY WARRANT THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR ITS MERCHANTABILITY AND DISCLAIMS ANY OTHER REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE QUALITY, CHARACTER, PERFORMANCE, OR CONDITION OF THE PERSONAL PROPERTY OR ANY OF ITS COMPONENT PARTS, ASSEMBLIES, OR ACCESSORIES.

3. The Town agrees that it takes sole ownership of the personal property before taking physical possession of and removal of the personal property from its present location on NYSCC real property.

4. The transfer of the personal property is at no cost to the NYSCC. However, the NYSCC may, at the sole discretion of the NYSCC, offer limited assistance to the Town in removing the personal property from its present location and its transport to a mutually agreeable location.

5. The Town shall indemnify and hold harmless the NYSCC and all of its officers, agents and employees from any loss, damage, remedial or response cost, liability or expense on account of damage or contamination to property and injuries, including death, to all persons, including Town employees, or any third parties, arising or in any manner growing out of the transfer of the personal property or the performance of any work under this agreement and shall defend at its own expense any suits or other proceedings brought against the NYSCC and its officers, agents and employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year of the last signatory.

TOWN OF PENDLETON

NEW YORK STATE CANAL CORPORATION

Authorized Signature

Matthew Lengel

Authorized Signature

Full Name (Printed)

Matthew James Lengel

Full Name (Printed)

Title

Director Fleet & Marine Equipment Management

Title

Date

7/14/26

Date