

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 5th day of September, 2013 between Owner(s) City of Oneonta, having an office at 258 Main Street, City Hall, Oneonta, County of Otsego, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of Gas Avenue (aka James Georgeson Avenue) in the City of Oneonta, County of Otsego and State of New York, known and designated on the tax map of the County Clerk of Otsego as tax map parcel numbers: Section 300.10 Block 1 Lot 34, being the same as that property conveyed to Grantor by deed dated October 27, 1966 and recorded in the Otsego County Clerk's Office November 4, 1966, in Book 575 at page 389. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.7 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 19, 2008 and revised on April 8, 2009 prepared by Lawson Surveying and Mapping, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: D0-0002-9309, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 373-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York and New York State Electric and Gas Corporation with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require,

that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

City of Oneonta

By: [Signature]

Print Name: Richard P. Miller, Jr.

Title: Mayor Date: _____

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Otsego)

On the 1st day of December, in the year 20 11, before me, the undersigned, personally appeared Richard P. Miller, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

[Signature]
Notary Public - State of New York

JAMES R. KOURY
Notary Public, State of New York
Otsego County, Reg. No. 01KO5008978
Commission Expires 3/8/ 15

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL I (Environmental Easement Area 1)

On the easterly side of Gas Avenue, beginning at a point on the easterly bounds of the old Ford Farm 154.3 feet southerly from the centerline of the former Albany and Susquehanna Railroad (now the Delaware and Hudson Railroad); running thence southerly along said old Ford Farm easterly line 60 feet to a point; thence easterly, making an interior angle with said Ford Farm easterly line of 80 deg. 21 min. 100 feet to a point; thence northerly and parallel with said easterly Ford Farm line, 60 feet to a point making an interior angle of 99 deg 39 min. with the previously mentioned second course; thence westerly 100 feet making an interior angle of 80 deg 21 min. with the third course, to the place of beginning.

PARCEL II (Environmental Easement Area 2)

On the westerly side of Gas Avenue, beginning at a point in the northerly bounds of lands known as Nehawa Park, owned by the City of Oneonta, said northerly bounds being the same as those described in a deed dated July 6, 1909, recorded in the Otsego County Clerk's office in Book 273 of deeds at Page 251 by which a tract of land was conveyed by the Oneonta Light and Power Company to the City of Oneonta, said point being 24.75 feet westerly from the easterly bounds of the old Ford Farm easterly boundary line; running thence westerly along said northerly boundary line of City lands at right angles to the old Ford Farm easterly boundary line 194.7 feet to a point; thence at right angles to the aforementioned course in a northerly direction 67.5 feet along a line bounding lands owned by the City of Oneonta on the west to a point; thence in a northeasterly direction 77+/- feet to a point; thence northeasterly 25.7 feet along the southerly bounds of the former Jared Goodyear estate to a point; thence southerly on a line parallel with the easterly bounds of the old Ford Farm 20.83 feet to a point; thence northeasterly 132 feet to a point which is 24.75 feet westerly from the easterly bounds of the old Ford Farm; thence southerly, on a line parallel to and 24.75 feet distant from the said Ford Farm easterly boundary 182.22 feet to the place of beginning.

Being all the property located on the easterly and westerly sides of Gas Avenue now owned by the New York State Electric & Gas Corporation, as successor to the Oneonta Gas Light Company and the Oneonta Light and Power Company, acquired by deeds as follows: Standard Oil Company of New York to Oneonta Light and Power Company dated May 15, 1914, recorded in Book 289 of Deeds at Page 250; B. VanSteenbergh and lone P. VanSteenbergh, his wife, to The Oneonta Gas Light Company dated June 11, 1881; recorded in Book 189 of Deeds at Page 63; William T. Russell to The Oneonta Gas Light Company dated March 1, 1888, recorded in Book 217 of Deeds at Page 309; and The City of Oneonta to Oneonta Light and Power Company dated July 6, 1909, recorded in Book 273 of Deeds at Page 290. Subject to an Agreement dated September 14, 1965 between New York State Electric & Gas Corporation and Elizabeth M. Waters of Gas Avenue, Oneonta, New York, for use of said Parcel I to install and maintain an underground water pipe line.



LOCATION MAP
Source: N.Y.S.D.O.T. Quadrangle Sheet - Oneonta, NY

Record Description

PARCEL I (Environmental Easement Area 1)
On the easterly side of Gas Avenue, beginning at a point on the easterly bounds of the old Ford Farm 154.3 feet southerly from the centerline of the former Albany and Susquehanna Railroad (now the Delaware and Hudson Railroad); running thence southerly along said old Ford Farm easterly line 60 feet to a point; thence easterly making an interior angle with said Ford Farm easterly line of 80°21' 100 feet to a point; thence northerly and parallel with said easterly Ford Farm line, 60 feet to a point making an interior angle of 99°39' with the previously mentioned second course; thence westerly 100 feet making an interior angle of 80°21' with the third course, to the place of beginning.

PARCEL II (Environmental Easement Area 2)
On the westerly side of Gas Avenue, beginning at a point in the northerly bounds of lands known as Neahwa Park, owned by the City of Oneonta, said northerly bounds being the same as those described in a deed dated July 6, 1909, recorded in the Otsego County Clerk's office in Book 273 of deeds at Page 251 by which a tract of land was conveyed by the Oneonta Light and Power Company to the City of Oneonta, said point being 24.75 feet westerly from the easterly bounds of the old Ford Farm easterly boundary line; running thence westerly along said northerly boundary line of City lands at right angles to the old Ford Farm easterly boundary line 194.7 feet to a point; thence at right angles to the aforementioned course in a northerly direction 67.5 feet along a line bounding lands owned by the City of Oneonta to the west to a point; thence in a northeasterly direction 77+- feet to a point; thence northeasterly 25.7 feet along the southerly bounds of the former Jared Goodyear estate to a point; thence southerly on a line parallel with the easterly bounds of the old Ford Farm 20.83 feet to a point; thence northeasterly 132 feet to a point which is 24.75 feet westerly from the easterly bounds of the old Ford Farm; thence southerly, on a line parallel to and 24.75 feet distant from the said Ford Farm easterly boundary 182.22 feet to the place of beginning.

Being all the property located on the easterly and westerly sides of Gas Avenue now owned by the New York State Electric & Gas Corporation, as successor to the Oneonta Gas Light Company and the Oneonta Light and Power Company, acquired by deeds as follows: Standard Oil Company of New York to Oneonta Light and Power Company dated May 15, 1914, recorded in Book 288 of Deeds at Page 250; B. VanSteenbergh and Ione P. VanSteenbergh, his wife, to the Oneonta Gas Light Company dated June 11, 1881; recorded in Book 189 of Deeds at Page 63; William T. Russell to the Oneonta Gas Light Company dated March 1, 1888, recorded in Book 217 of Deeds at Page 309; and The City of Oneonta to Oneonta Light and Power Company dated July 6, 1909, recorded in Book 273 of Deeds at Page 250.

Subject to an Agreement dated September 14, 1965 between New York State Electric & Gas Corporation and Elizabeth Wares of Gas Avenue, Oneonta, New York, for use of said Parcel I to install and maintain an underground water pipe line.

Metes and Bounds Description of Environmental Easements

All that tract or parcel of land being situate in the City of Oneonta, County of Otsego and State of New York, being bounded and described as follows:

Environmental Easement Area 1:
Beginning at a point on the easterly bounds of the old Ford Farm, said point being South 05°54'05" West a distance of 154.3 feet from the centerline of the Delaware & Hudson Railroad; running thence along the bounds of Parcel I herein described the following three courses and distances:
1) North 86°15'05" East 100.00 feet;
2) South 05°54'05" West 60.00 feet;
3) South 89°15'05" West 100.00 feet;
to a point on the easterly bounds of the old Ford Farm; running thence North 05°54'05" East along the easterly bounds of the old Ford Farm a distance of 60.00 feet to the point of beginning. Containing 0.136 acre of land. Bearings refer to Magnetic North May 2008.

Environmental Easement Area 2:
Beginning at a point located South 05°54'05" West 156.21 feet along the easterly bounds of the old Ford Farm and North 84°05'55" West 24.75 feet from the northwest corner of Parcel I; running thence along the bounds of Parcel II the following seven courses and distances:
1) North 84°05'55" West 194.70 feet;
2) North 05°54'05" East 67.50 feet;
3) North 61°00'16" East 75.33 feet;
4) North 73°57'15" East 23.27 feet;
5) South 05°54'05" West 8.00 feet;
6) North 83°24'05" East 132.00 feet;
7) South 05°54'05" West 182.22 feet;
to the point of beginning. Containing 0.558 acre of land. Bearings refer to Magnetic North May 2008.
Being the same premises described in Liber 575 at Page 389 of deeds filed at the Otsego County Clerk's Office.

Held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law.

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or embossed seal shall not be considered to be a valid true copy."
Alterations not conforming to section 7209, subdivision 2 of the Education Law, are prohibited.



ENVIRONMENTAL EASEMENT AREA ACCESS
THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

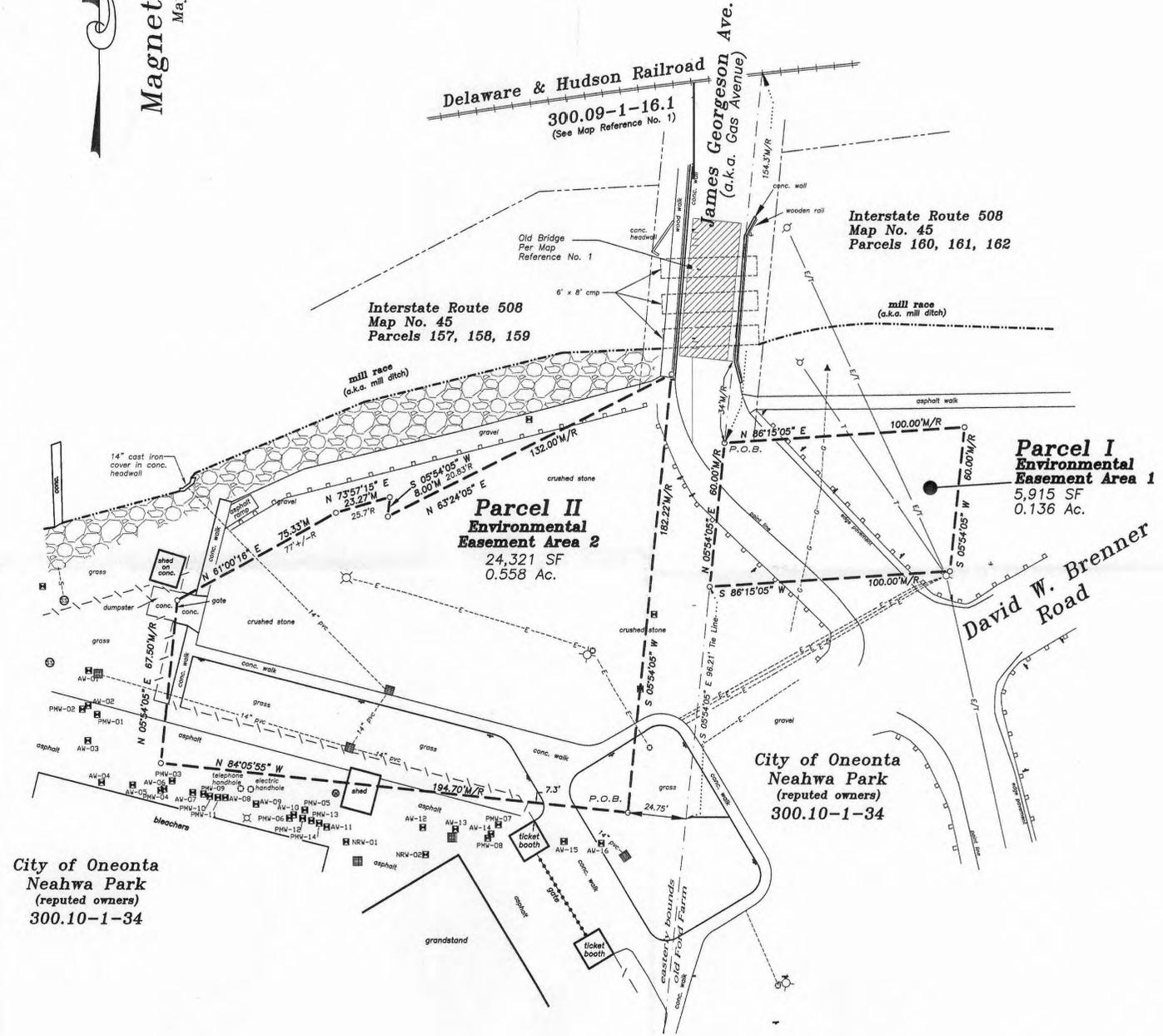
- NOTES**
- 1) Subject to the rights of the public over James Georgeson Ave. a.k.a. Gas Avenue.
 - 2) Subject to any utility easements of record.
 - 3) Site may contain protected wetlands. Contact appropriate governmental agencies prior to any site work.
 - 4) Underground features, facilities, structures and utilities have been located from available records, field locations of associated above ground structures, and any markings provided by the client. Therefore, these locations must be considered approximate. There may be other underground features, facilities, structures and utilities, the location or existence of which is not presently known. Location of underground features, facilities, utilities and structures are not certified.
 - 5) In the event that there is a discrepancy between the contents of the signed and sealed hard copy drawing and the corresponding digital drawing file, the hard copy with an original stamp and signature shall be the controlling document. Be sure to compare the two documents before using the digital file.
 - 6) Subject to restrictions in Deed Liber 289, Page 250; Agreement recited in Deed Liber 575, Page 389. Subject to easements recorded in Deed Liber 729 Page 616.
 - 7) This Survey has been revised with the benefit of Title Report No. MAC 53483, dated 02/02/2012.

LEGEND

	Direction Change
	Board Fence
	Water Course/Edge Pond, Lake, River, Stream etc.
	Boundary Line
	Parcel Lines Per Map Reference No. 6
	Guide rail - Wood
	Stone Rip rap
	Monitoring Well
	Utility Pole With Light
	Guy Anchor
	Utility Pole
	Light Pole
	Utility Line, Electric/Telephone/Cable T.V.
	Underground Utility, Labeled
	Hand hole - Electric
	Sanitary Sewer Manhole
	Gas Marker
	Sign & Post
	Catch Basin/Drop Inlet
	Railroad Track
	Measured/Record Distance
	Point of Beginning
	County Tax Map Parcel I.D. Number

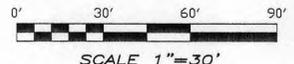
M/R
P.O.B.
300.10-1-34

- MAP REFERENCES**
- 1) Ref. R.O.W. and Track Map $\frac{1}{62}$ Delaware and Hudson Company dated June 20, 1916.
 - 2) "Map Of A Portion Of The Lands of James Mirabito & Sons, Inc.," by Sheret Surveying & Engineering, dated June 1989; private.
 - 3) "Map Of The Lands of James Mirabito & Sons, Inc.," by Sheret Surveying & Engineering, dated June 1989; private.
 - 4) Map Titled "Real Estate Owned by New York State Gas & Electric Co., Oneonta, N.Y.," dated Dec. 15, 1920; private.
 - 5) "Map of Oneonta Light & Power Co., Gas Property..." G.A. Lane, 1909.
 - 6) N.Y.S.D.O.T. Map For Acquisition Interstate Route 508 Oneonta: Main Street to County Road 47, County of Otsego..." Map 45, Parcels 157-162.



City of Oneonta
Neahwa Park
(reputed owners)
300.10-1-34

City of Oneonta
Neahwa Park
(reputed owners)
300.10-1-34



TO: -New York State-Department of Environmental Conservation
-The People of the State of New York acting through its
Commissioner of the Department of Environmental Conservation
-Stewart Title Insurance Company
-City of Oneonta

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 2, 4, 6, 9, 10, 11, and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certified that in my professional opinion, as a land surveyor registered in the State of New York, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Robert J. Lawson
N.Y.S. Lic. No. 050086

Date: July 30, 2013

ALTA/ACSM Land and Title Survey of
Premises of
City of Oneonta
L 575 P 389
City of Oneonta, County of Otsego
State of New York

REVISIONS

No.	Date	Description
1	4/22/09	Added Environmental Easement Verbiage Per NYSEC
2	4/29/09	Monitoring Well Locations
3	5/29/11	Added to Certification
4	2/23/12	Revised Note #7.
5	7/25/13	Update Survey

LAWSON SURVEYING & MAPPING
Boundary ~ Topographic ~ Control ~ Information ~ Construction ~ G.I.S. ~ Subdivision ~ G.P.S.
16 - 18 Reynolds Avenue ♦ Oneonta, New York 13820 ♦ Schenectady, New York 12304
Phone: (518) 435-3040
Facsimile: (518) 435-3013
www.lawsonsurvey.com

LAND SURVEYOR
ROBERT J. LAWSON
N.Y.S. License No. 050086
DATE: May 19, 2008

W.O. No.: 5245
SCALE: 1 inch = 30 feet
DRAWN BY: S.A.D.
CHECKED BY: R.J.L.
FIELD CHECKED BY: S.A.D.
DWG FILE: 5245.DWG
MAP No.: 24-772
SHEET No.: 1 of 1