New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway, Albany, New York 12233-1500
Fax: (518) 402-9018
Website: www.dec.ny.gov

Joe Martens
Commissioner

November 28, 2012

Mr. Scott D. Moore, Esq.
Moore & Woodhouse, LLP
150 Lake St.
Suite 103
Elmira, NY 14901-3401

Re: Former Sciore's Dry Cleaners
Inactive Hazardous Waste Disposal Site No. 849003
File No. B8-0627-02-10

Dear Mr. Moore:

Enclosed please find the originally-executed Environmental Easement covering the above - referenced property, which was accepted by the Department. Please have this Easement and the Schuyler County Tax Map (not previously provided), recorded and indexed in the Schuyler County Clerk's Office, in the manner prescribed by New York State Real Property Law Article 9 and Environmental Conservation Law Article 71, Title 36. A TP 584 form is provided with this letter.

Please return a copy of the recorded Easement and the Schuyler County Tax Map, marked by the recorder with the date and location of recording, recorded notices and executed title affidavits (if any), along with the final title insurance policy to my attention.

If you have any further questions or concerns, please contact our office at 518-402-9510.

Very truly yours,

Benjamin Conlon
Bureau Chief and Associate Attorney
RCRA and Hazardous Waste
Enforcement Bureau

Enclosures:
Environmental Easement
Release Letter of 11/28/12
TP 584

New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway, Albany, New York, 12233-1500
Phone: (518) 402-9185 **Fax:** (518) 402-9018
Website: www.dec.ny.gov

Joe Martens
Commissioner

Mr. Gerald F. Tobey
81 Salt Point Road
Watkins Glen, New York 14871

Re: Former Sciore's Dry Cleaners
Inactive Hazardous Waste Disposal Site No. 849003
File No. B8-0627-02-10

Assignable Release and Covenant Not to Sue Notice

Dear Mr. Tobey:

Pursuant to our discussions, the New York State Department of Environmental Conservation ("Department") agrees to release you for any liability you may have pursuant to the Environmental Conservation Law ("ECL") and related laws for the release of hazardous wastes at the Former Sciore's Dry Cleaners Site listed on the Registry of Inactive Hazardous Waste Disposal Sites as Site No. 849003 ("Site"). The terms of this agreement are recited below.

The Department issued a Record of Decision March 31, 2006 ("ROD"), which determined the appropriate remedy for the Site. In accordance with the ROD the Department finalized a Site Management Plan dated January 2007 ("SMP"). In consideration of and conditioned on receipt of your bank check to the Department the amount of $20,000.00, this Assignable Release and Covenant Not to Sue Notice, and continued compliance with the following elements of the ROD and SMP:

> Imposition on the Site of an institutional control in the form of an environmental easement developed in accordance with Department requirements that will (a) restrict the use of groundwater as a source of potable water; (b) require continued operation and maintenance of the sub slab depressurization system in the Site building; (c) require evaluation of vapor intrusion for any new buildings or additions developed on the Site and mitigation of any impacts identified; (d) allow the Department, its agents, employees, or other representatives of the State to enter and inspect the Site; (e) provide a periodic statement that the Site conditions are unchanged from the previous statement or reporting any changes that have occurred.
>
> Within 30 days of the date of this Notice, the Environmental Easement, which is attached, shall be developed and recorded with the Schuyler County Clerk's Office and the Department provided with proof of filing and a certified copy;

The Department hereby releases and covenants not to sue for each and every claim, demand, remedy or action whatsoever against you, your lessees and sublessees, grantees,

successors and assigns (except successors and assigns who are otherwise responsible under law for development and implementation of a remedial program at the Site), and their respective secured creditors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL or pursuant to any other provision of State or Federal statutory or common law, including but not limited to section 9607(a) of CERCLA, 42 U.S.C.§ 9607(a), involving or relating to investigative or remedial activities relative to or arising from the disposal of hazardous wastes at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to any further investigation or remediation the Department deems necessary due to newly discovered environmental conditions or information related to the disposal of hazardous wastes at the Site which indicate that the remedy is not protective of public health and/ or the environment, or due to failure to implement the provisions of this Notice to the Department's satisfaction.

Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action, or demands whatsoever that (i) you may have against anyone other than the Department, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), and (ii) the Department may have against anyone other than you, your lessees and sublessees, grantees, and those successors and assigns who are not otherwise responsible under law for development and implementation of a remedial program at the Site.

This release and covenant not to sue is conditioned on compliance with the above terms and compliance with the Environmental Easement.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE TRUSTEE OF NEW YORK STATE'S NATURAL RESOURCES

By: _____
Benjamin Conlon
Bureau Chief & Associate Attorney

Date: 11/28/12

ec: A. Snyder
R. Schick
J. Charles
M. Desmond
B. Putzig
M. Cruden
J. White

County: Schuyler Site No: 849003

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

THIS INDENTURE made this 19th day of November, 2012, between Gerald F. Tobey, residing at 81 Salt Point Road, Village of Watkins Glen, Town of Dix, County of Schuyler, 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 137 Fourth Street, Village of Watkins Glen, Town of Dix, County of Schuyler, State of New York, known and designated on the tax map of the County Clerk of Schuyler County as tax map parcel numbers: Section 65.54 Block 1 Lot 36, being the same as that property conveyed to Grantor by deed dated May 31,1991 and recorded in the Schuyler County Clerk's Office in Deeds at Liber 288 Page 359. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .34 acres, and is hereinafter more fully described in the legal description and on the Schuyler County Tax Map both 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 the Agreement and Assignable Release and Covenant Not to Sue issued by the Department to Grantor, 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. 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 including any and all Department approved amendments to the Site Management Plan are incorporated into and made part of this Environmental Easement except as limited herein. 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 use.

(2) The controls required by the Site Management Plan (SMP"), January 2007, must not be interfered with. The property owner will notify the NYSDEC within 48 hours after becoming aware of a disruption in the operation of the on-site remedy.

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

(4) Restriction of use of groundwater as a source of potable water, without necessary water quality treatment as determined by New York State Department of Health.

(5) In accordance with the SMP, for any new buildings developed on the Controlled Property or modifications to buildings on the Controlled Property, the potential for vapor intrusion must be evaluated. If indicated, provision for mitigation shall be implemented on all such structures prior to occupancy.

(6) In accordance with the SMP the property owner will operate and maintain the sub-slab depressurization system located in the building on the Property.

(7) The property owner will provide a periodic statement that the Site conditions are unchanged from the previous statement or reporting any changes that have occurred.

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

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

C. The SMP describes sampling, monitoring and operation of a treatment system which are 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 mutual covenants contained herein and the terms and conditions of the Agreement and Assignable Release and Covenant Not to Sue 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.

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.

B. In accordance with Subparagraph 5.C of this Easement, if any person under an obligation pursuant to this Easement violates this Environmental Easement, the Grantee may revoke the Agreement and Assignable Release and Covenant Not to Sue with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, State, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 849003
Office of General Counsel

NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in 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.

8. Amendment. Any amendment to this Environmental Easement may only be executed 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.

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.

Gerald F. Tobey:

By: Gerald F. Tobey

County: Schuyler Site No: 849003

Print Name: Gerald F. Tobey

Date: 10-22-12

Grantor's Acknowledgment

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

On the 22nd day of October, in the year 2012, before me, the undersigned, personally appeared Gerald F. Tobey, 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.

Notary Public - State of New York

SCOTT D. MOORE
Notary Public, State of New York
Chemung County No. 02MO6021571
Commission Expires March 15, 2015

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Robert W. Schick, Director

Grantee's Acknowledgment

STATE OF NEW YORK)
)
COUNTY OF ALBANY) SS:

On the 19th day of November, in the year 2012, before me, the undersigned, personally appeared Robert Schick, 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 as Designee of the Commissioner of the State of New York Department of Environmental Conservation, 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 – State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

ALL THAT TRACT OF PARCEL OF LAND, situate in the Village of Watkins Glen, County of Schuyler and State of New York being known as Village Lots 4, 5, 6, 7, and 8 on the west side of Decatur Street and the east part of Lot 65 on the south side of Washington Street (now Fourth Street) and a piece out of the northeast corner of Lot 12 on the north side of Epaminonbas Street (now Fifth Street) all taken together are bounded as follows:

BEGINNING at the southwest corner of Decatur and Washington Streets, thence southerly on the west side of Decatur Street a distance of 125.00 feet; thence westerly at right angles with Decatur Street a distance of 117.50 feet; thence northerly and parallel with Decatur Street a distance of 125.00 feet to Washington (now Fourth) Street; thence easterly along the south line of Washington (now Fourth) Street to the place of beginning.

Containing five and three fourth village lots according to a survey and plan of the Village, reference being had thereto, together with the buildings upon the said premises.

EXCEPTING therefrom those premises conveyed to the New York State Department of Public Works by deeds recorded in the Schuyler County Clerk's Office in Liber 137 of Deeds at Page 82 and Liber 137 of Deeds at Page 520.

SUBJECT TO an easement granted to the Village of Watkins Glen, June 28, 1965, which easement agreement was recorded in the Schuyler County Clerk's Office September 12, 1966 in Liber 144 of Deeds at Page 775.

BEING the same premises conveyed to Gerald F. Tobey by Deed dated May 31, 1991 and recorded in the Office of the Schuyler County Clerk on June 5, 1991 at Liber 288 of Deeds at Page 359.