

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

THIS INDENTURE made this 2nd day of December, 2009, between Owner(s) Stella Ireland Road Associates, LLC having an office at 3101 Shippers Road, Vestal, New York 13850, (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 of ensuring the potential 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 90 Lester Avenue and 67 1/2 Lake Avenue in the Village of Johnson City, County of Broome, State of New York, known and designated on the tax map of the County Clerk of Broome as tax map parcel numbers: Section 143.58 Block 1 Lot 2.11; Section 143.67 Block 2 Lot 24; Section 143.67 Block 2 Lot 2; Section 143.67 Block 2 Lot 7, being the same as that property conveyed to Grantor by Quit Claim Deed dated December 30, 2003 and recorded on December 31, 2003 in the Broome County Clerk's Office in Book 2057 at page 207 of deeds, comprising of approximately 15.305 ± acres, and hereinafter more fully described in the ALTA/ACSM Land Title Survey dated July 17, 2009 (Revised on September 21, 2009), prepared by Keystone Associates, Architects, Engineers and Surveyors, LLC and corresponding Schedule "A" property description, both documents are attached hereto and made a part hereof (the "Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number B7-0655-04-01, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Controlled Property may be used for commercial and industrial use as described within 6 NYCRR Part 375- 1.8 (g) (2) (iii) and (iv), as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

Engineering Controls

(i) Engineering Control System (Demarcation Layer and Cover System)

(a) The Soil cover system placed over the Site (with the exception of the areas of Pavilion Road and Gannett Drive) must be maintained at all times. This cover system is comprised of a demarcation layer and a minimum of 12 inches of clean soil, above which is asphalt pavement, concrete-covered sidewalks, concrete building slabs, and/or landscaping.

(b) The Excavation Plan that appears in the Site Management Plan (SMP) must be implemented in the event the cover system is breached, penetrated or temporarily removed, and underlying residually contaminated fill is disturbed.

(c) Procedures for the inspection and maintenance of the cover provided in the SMP must be followed. These procedures also address severe conditions (e.g., severe weather event, tornado, flood, etc.) events that may affect controls placed at the site.

(ii) Fence Maintenance (Peninsula Area and NYSEG Substation)

(a) The Peninsula Area (see attached survey) must be surrounded by a six foot perimeter fence and this fence must be maintained at all times.

(b) The fence that surrounds the NYSEG substation (see attached survey) must be maintained.

(c) Procedures for the inspection and maintenance of fencing are provided in the Monitoring Plan of the SMP.

(iii) The use of the groundwater underlying the property is prohibited without treatment rendering it safe for its intended use;

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- (iv) Compliance with the Environmental Easement and this SMP by the Grantor and the Grantor's successors and assigns;
- (v) All Engineering Controls must be operated and maintained as specified in this SMP;
- (vi) All Engineering Controls on the Controlled Property must be inspected at a frequency and in a manner defined in the SMP.
- (vii) Groundwater and other environmental or public health monitoring must be performed as defined in this SMP; and
- (viii) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in this SMP. Institutional Controls identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement.
- (ix) The site owner or remedial party will submit to NYSDEC a written statement that certifies, under penalty of perjury, that: (1) controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC; and, (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP. NYSDEC retains the right to access such Controlled Property at any time in order to evaluate the continued maintenance of any and all controls. This certification shall be submitted annually, or an alternate period of time that NYSDEC may allow and will be made by an expert that the NYSDEC finds acceptable.

B. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan ("SMP") that the Department has approved for the Controlled Property and all Department-approved amendments to that SMP.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated August, 2009. 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 on the Controlled Property, 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. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. 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:

Regional Remediation Engineer
NYSDEC - Region 7
Division of Environmental Remediation
615 Erie Blvd. West
Syracuse, NY 13204-2400
Phone: (315) 426-7405 fax: (315) 426-7408

or
Site Control Section
Division of Environmental Remediation
NYS DEC
625 Broadway
Albany, New York 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted

and or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.

E. 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.

F. 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 that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled 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 the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 56, Title 5 or ECL Article 27 Title 14 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this

Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State 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, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C 704048
Department of Environmental Enforcement
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation 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 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.

Grantor's Name: Stella Ireland Road Associates, LLC .

By: [Signature]
MARC NEUMAN

Title: Member Date: 10/19/09

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

By: [Signature]
Alexander B. Grannis, Commissioner
Dale Desnoyers, Director
Department of Remediation

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF BROOME) ss:

On the 19th day of October, in the year 2009, before me, the undersigned, personally appeared MARC NEUMAN, 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.

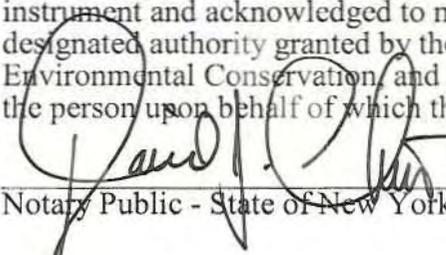
[Signature]
Notary Public - State of New York

HEATHER M. CORNELL
Notary Public, State of New York
No. 01CO6021106
Qualified in Broome County
My commission expires March 8, 2011

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 2nd day of December, in the year 2009, before me, the undersigned, personally appeared Dale A. Desnoyers, 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/ executed the same in his/her/ capacity as the designated authority granted by the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ 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, 2010

SCHEDULE "A" PROPERTY DESCRIPTION

OVERALL PARCEL / ENVIRONMENTAL EASEMENT

ALL THAT TRACT OR PARCEL OF LAND being all of the property now or formerly of Stella Ireland Road Associates, LLC as described in Liber 2057 Page 207 as recorded in the Broome County Clerk's Office on December 31, 2003 (TM#143.58-1-2.11, 143.67-2-24, 143.67-2-2 & 143.67-2-7).

BEGINNING at a point at the southeast corner of Pavilion Road at its intersection with the division line between the property now or formerly of the Broome County Industrial Development Agency per L. 2079 P. 517 (TM# 143.58-1-2.211) on the north and the property now or formerly of Stella Ireland Road Associates, LLC per L. 2057 P. 207 (TM# 143.48-1-2.11) on the south;

RUNNING THENCE S70°18'17"E along said division line, a distance of 742.75 feet to a 5/8 inch rebar with cap stamped "KEYSTONE BING NY" (KEYSTONE capped rebar) at its intersection with the division line between the property now or formerly of Hope J. Hannon per L. 2143 P. 286 (TM# 143.59-1-1) on the east and said Stella Ireland Road Associates, LLC on the west; thence S04°26'02"E along the last mentioned division line, along the division line between the property now or formerly of LJC Realty LLC per L. 2000 P. 552 (TM# 143.59-1-2) on the east and said Stella Ireland Associates on the west, along the division line between the property now or formerly of Market Street Development, LLC per L. 2172 P. 148 (TM# 143.59-1-3) on the east and said Stella Ireland Road Associates, LLC on the west, along the division line between the property now or formerly of Andrey Pecheny per L. 2004 P. 279 (TM# 143.59-1-4) on the east and said Stella Ireland Road Associates, LLC on the west, along the westerly end of Lake Avenue, and along the division line between the property now or formerly of John Connors per L. 2158 P. 354 (TM# 143.67-2-1) on the east and said Stella Ireland Road Associates, LLC on the west, a distance of 566.77 feet to a point at its intersection with the division line between said Connors on the northeast and said Stella Ireland Associates, LLC on the southwest; thence S56°04'46"E along the last mentioned division line, a distance of 95.98 feet to a point at its intersection with the division line between said Connors on the northwest and said Stella Ireland Associates, LLC on the southeast; thence N27°42'52"E along the last mentioned division line, a distance of 84.07 feet to a point at its intersection with the southwesterly boundary of Lake Avenue; thence S63°38'45"E along said Lake Avenue, a distance of 45.00 feet to a 5/8 inch rebar at its intersection with the division line between the property now or formerly of Baby Shannon & Mary H. Shannon per L. 2122 P. 506 (TM# 143.67-2-3) on the southeast and said Stella Ireland Road Associates, LLC on the northwest; thence S27°42'52"W along the last mentioned division line, a distance of 90.03 feet to a point at its intersection with the division line between said Shannon on the northeast and said Stella Ireland Road Associates, LLC on the southwest; thence S56°04'46"E along the last mentioned division line and along the division line between the property now or formerly of Trevor V. Zimmer per L. 2137 P. 198 (TM# 143.67-2-4) on the northeast and said Stella Ireland Associates, LLC on the southwest, a distance of 77.43 feet to a KEYSTONE capped rebar; thence S63°38'45"E along the last mentioned division line, along the division line between the property now or formerly of Jean E. Zeboris per L. 1884 P. 568 (TM# 143.67-2-5) on the northeast and said Stella Ireland Road Associates, LLC on the southwest, and along the division line between Daniel Wolfenbarger & Janet L. Wolfenbarger per L. 1860 P. 436 (TM# 143.67-2-6) on the northeast and said Stella Ireland Road Associates, LLC on the southwest, a distance of 168.00 feet to a KEYSTONE capped rebar at its intersection with the division line between said Wolfenbarger on the northwest and said Stella Ireland Road Associates, LLC on the southeast; thence N27°42'52"E along the last mentioned division line, a

distance of 100.23 feet to a point at its intersection with said southwesterly boundary of Lake Avenue; thence S63°38'45"E along said Lake Avenue, a distance of 50.00 feet to a KEYSTONE capped rebar at its intersection with the division line between the property now or formerly of Marie Capps & Patricia Sutton per L. 1909 P. 1472 (TM# 143.67-2-8) on the southeast and said Stella Ireland Road Associates, LLC on the northwest; thence S27°42'52"W along the last mentioned division line, a distance of 100.23 feet to a KEYSTONE capped rebar at its intersection with the division line between said Capps & Sutton on the northeast and said Stella Ireland Road Associates, LLC on the southwest; thence S63°38'45"E along the last mentioned division line, along the division line between the property now or formerly of The County of Broome per L. 2276 P. 154 (TM# 143.67-2-9) on the northeast and said Stella Ireland Road Associates, LLC on the southwest and along the division line between the property now or formerly of Glenn E. Miller, Richard J. Miller & Edward C. Miller, Partners per L. 1865 P. 994 (TM# 143.67-2-10) on the northeast and said Stella Ireland Road Associates, LLC on the southwest, a distance of 165.00 feet to a KEYSTONE capped rebar at its intersection with the division line between the property now or formerly of Glenn, Edward, & Richard Miller, Partners per L. 1738 P. 139 (TM# 143.67-2-12) on the southeast and said Stella Ireland Road Associates, LLC on the northwest; thence S28°37'15"W along the last mentioned division line, a distance of 140.62 feet to a KEYSTONE capped rebar at its intersection with the northeasterly boundary of the Erie Lackawanna Railroad; thence along said Railroad the following four (4) courses and distances:

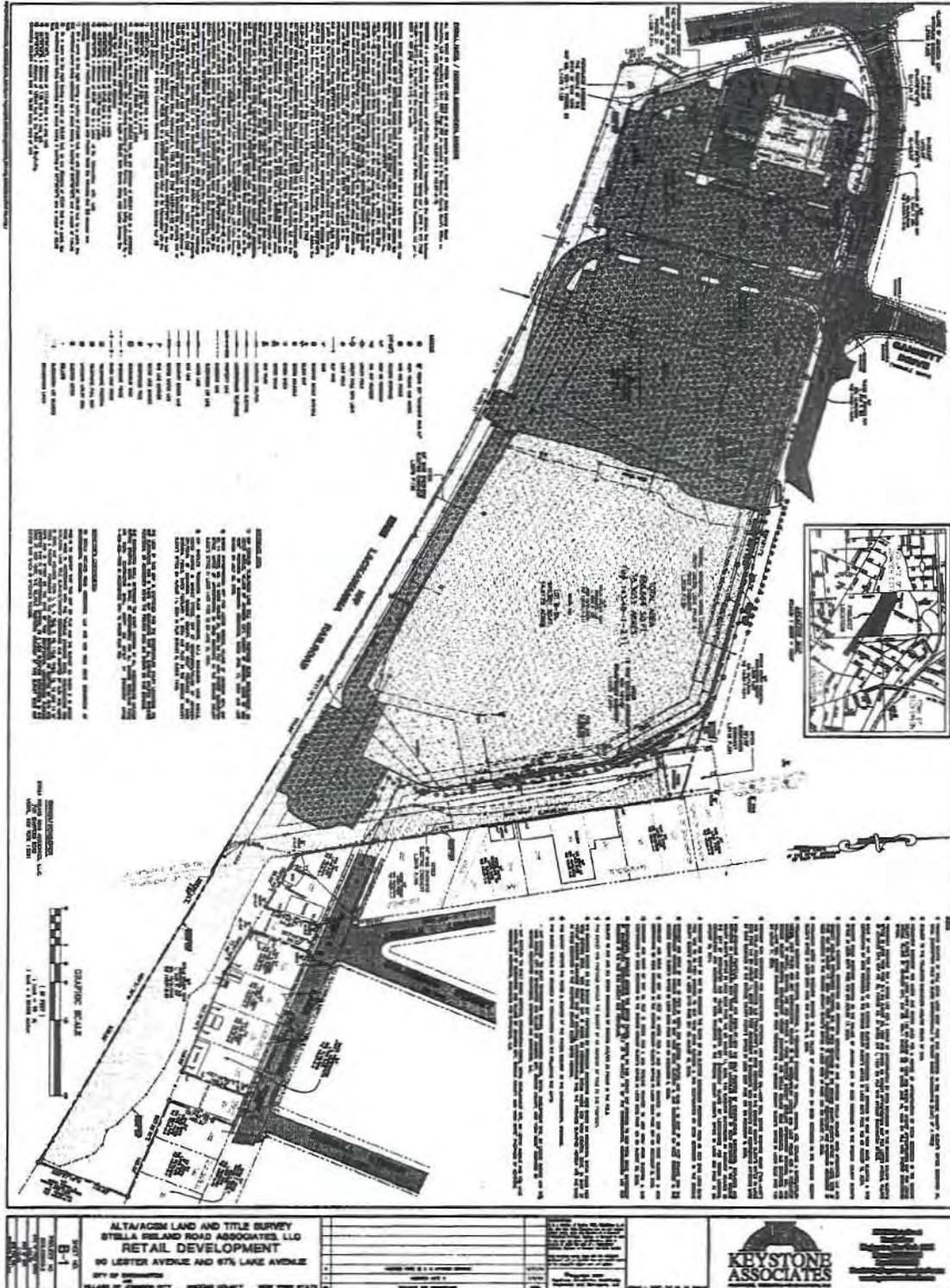
- 1) N56°31'39"W, a distance of 530.20 feet to a point;
- 2) S05°04'14"E, a distance of 3.84 feet to a point;
- 3) N56°31'39" W, a distance of 590.94 feet to a point;
- 4) On a curve to the left having a radius of 3852.83 feet, an arc distance of 826.81 feet to a KEYSTONE capped rebar at its intersection with the easterly boundary of Lester Avenue, said curve being subtended by a chord having a bearing of N62°40'31"W and a length of 825.21 feet; thence along said Lester Avenue the following four (4) courses and distances:

- 1) N04°05'42"W, a distance of 47.23 feet to a point;
- 2) N38°20'28"E, a distance of 47.42 feet to a point;
- 3) N12°55'48"W, a distance of 177.78 feet to a point;
- 4) N06°15'57"W, a distance of 67.58 feet to a point at its intersection with said southerly boundary of Pavilion Road; thence along said Pavilion Road the following five (5) courses and distances:

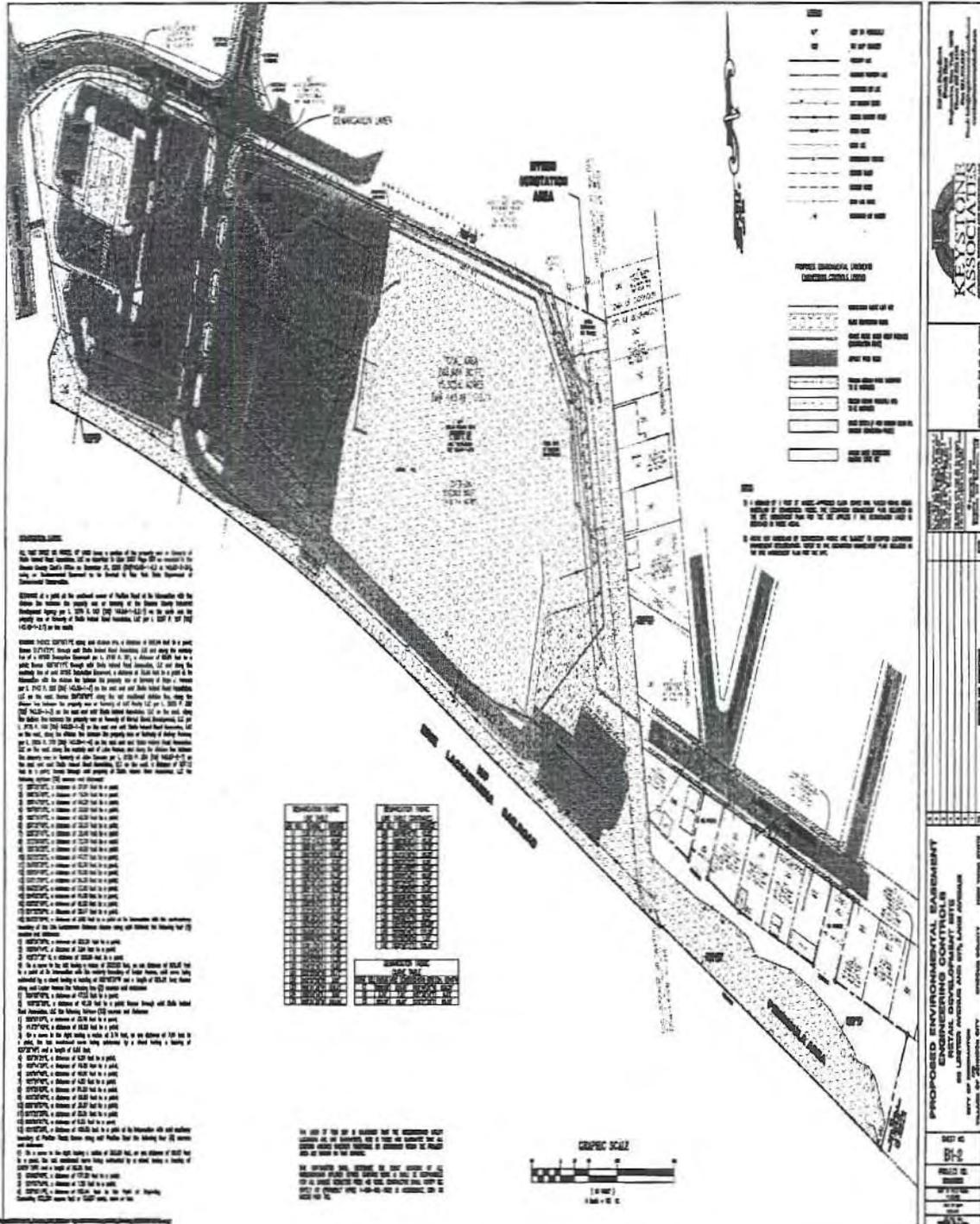
- 1) On a curve to the right having a radius of 213.00 feet, an arc distance of 136.48 feet to a point, the last mentioned curve being subtended by a chord having a bearing of N76°42'40"E and a length of 134.16 feet;
- 2) On a curve to the right having a radius of 363.00 feet, an arc distance of 93.99 feet to a point, the last mentioned curve being subtended by a chord having a bearing of S77°30'51"E and a length of 93.73 feet;
- 3) S70°05'46"E, a distance of 177.59 feet to a mag nail;
- 4) S21°07'53"W, a distance of 1.55 feet to a mag nail;
- 5) S70°18'17"E, a distance of 106.44 feet to the Point of Beginning.

Containing 666,664 square feet or 15.305 acres, more or less

SURVEY



SURVEY



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

THIS INDENTURE made this 2nd day of December, 2009, between Owner(s) The Village of Johnson City, a municipal corporation, having its office at 243 Main Street, Johnson City, New York 13790, and Broome County Industrial Development Agency, a public benefit corporation, having an office at Edwin L. Crawford County Office Building, 44 Hawley Street, 6th Floor, Binghamton, New York 13902 (together 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 of ensuring the potential 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 Pavilion Road, Gannett Drive (Northerly & Southerly Portion), and Gannett Signage Parcel in the Village of Johnson City, County of Broome, State of New York, known and designated on the tax map of the County Clerk of Broome as tax map parcel numbers: Section 143.58 Block 1 Lot 2.12; Section 143.58 Block 1 Lot 2.212; Section 143.50 Block 1 Lot 49; Section 143.50 Block 1 Lot 50, being the same as that property conveyed to Grantor by Warranty Deeds dated (a) January 4, 2005 and recorded on January 19, 2005 in the Broome County Clerk's Office in Book 2096 at page 484 of deeds; (b) December 16, 2005 and recorded December 27, 2005 in Book 2134 of deeds at page 222; (c) March 25, 2005 and recorded April 5, 2005 in Book 2104 of deeds at page 604 and (d) by Bargain and Sale Deed dated August 13, 2004 and recorded on August 17, 2004 in Liber 2079 of deeds at page 517, comprising of approximately 1.011 ± acres and 0.043 ± acres, and hereinafter more fully described in the ALTA/ACSM Land Title Survey dated July 24, 2009, prepared by Keystone Associates, Architects, Engineers and Surveyors, LLC and corresponding Schedule "A" property descriptions, attached hereto and made a part hereof (the "Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number B7-0655-04-01, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The following controls 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. The Controlled Property may be used for commercial and industrial use as described within 6 NYCRR Part 375- 1.8 (g) (2) (iii) and (iv), as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

Engineering Controls

(i) Engineering Control System (Demarcation Layer and Cover System)

(a) Pavilion Road and Gannett Drive are covered with a pavement section, which serves as the cover system. The pavement section consists of a layer of asphalt roadway, below which is approximately 1 foot of sub base, below which is a geotextile fabric. The cover system over the eastern side of Pavilion Road and Gannett Drive must be maintained at all times;

(b) The Excavation Plan that appears in the Site Management Plan (SMP) must be implemented in the event the cover system is breached, penetrated or temporarily removed, and underlying residually contaminated fill is disturbed;

(c) Procedures for the inspection and maintenance of the cover provided in the SMP must be followed. These procedures also address severe conditions (e.g., severe weather event, tornado, flood, etc.) events that may affect controls placed at the site;

(iii) The use of the groundwater underlying the property is prohibited without treatment rendering it safe for its intended use;

(iv) Compliance with the Environmental Easement and this SMP by the Grantor and the Grantor's successors and assigns;

(v) All Engineering Controls must be operated and maintained as specified in this SMP;

(vi) All Engineering Controls on the Controlled Property must be inspected at a frequency and in a manner defined in the SMP;

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

(viii) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in this SMP. Institutional Controls identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement;

(ix) The site owner or remedial party will submit to NYSDEC a written statement that certifies, under penalty of perjury, that: (1) controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC; and, (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP. NYSDEC retains the right to access such Controlled Property at any time in order to evaluate the continued maintenance of any and all controls. This certification shall be submitted annually, or an alternate period of time that NYSDEC may allow and will be made by an expert that the NYSDEC finds acceptable;

(x) The site owner or remedial party will submit to NYSDEC a written statement that certifies, under penalty of perjury, that: (1) controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC; and, (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP. NYSDEC retains the right to access such Controlled Property at any time in order to evaluate the continued maintenance of any and all controls. This certification shall be submitted annually, or an alternate period of time that NYSDEC may allow and will be made by an expert that the NYSDEC finds acceptable; and

B. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan ("SMP") that the Department has approved for the Controlled Property and all Department-approved amendments to that SMP.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated August, 2009. 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 on the Controlled Property, 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. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. 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:

Regional Remediation Engineer
NYSDEC - Region 7
Division of Environmental Remediation
615 Erie Blvd. West
Syracuse, NY 13204-2400
Phone: (315) 426-7405 fax: (315) 426-7408

or Site Control Section
Division of Environmental Remediation
NYS DEC
625 Broadway
Albany, New York 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted and or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.

E. 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.

F. 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 that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled 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 the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 56, Title 5 or ECL Article 27 Title 14 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State 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, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C 704048
Department of Environmental Enforcement
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation 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 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, Grantors have caused this instrument to be signed in its name.

Grantor's Name: The Village of Johnson City

By: Dennis B. Hannon

Title: Mayor Date: 11/18/09

Grantor's Acknowledgment

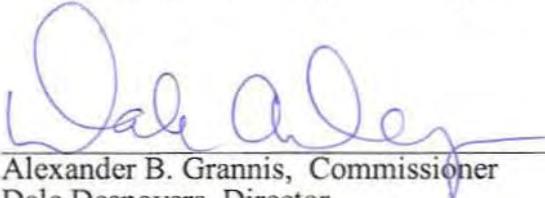
STATE OF NEW YORK)
COUNTY OF BROOME) ss:

On the 18th day of November, in the year 2009, before me, the undersigned, personally appeared Dennis B. Hannon, 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.

Angel M. Atton
Notary Public - State of New York

ANGEL M. ATON
NOTARY PUBLIC, State of New York
No. 02AT6074604
Qualified in Broome County
Commission Expires May 20, 2010

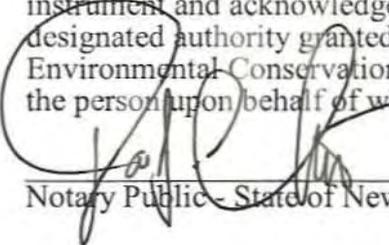
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation

By: 
Alexander B. Grannis, Commissioner
Dale Desnoyers, Director
Department of Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 2nd day of December, in the year 2009, before me, the undersigned, personally appeared Dale Desnoyers, 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/ executed the same in his/her/ capacity as designated authority granted by the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ 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, 2010

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT PARCEL 1

OWNED BY VILLAGE OF JOHNSON CITY BEING ALL OF GANNETT DRIVE AND ALL OF PAVILION ROAD

ALL THOSE TRACTS OR PARCELS OF LAND being all of the property now or formerly of the Village of Johnson City as described in Liber 2096 Page 484 as recorded in the Broome County Clerk's Office on January 19, 2005 (TM# 143.50-1-49), Liber 2134 Page 222 as recorded in the Broome County Clerk's Office on December 27, 2005 (TM#143.58-1-2.212) and in Liber 2104 Page 604 as recorded in the Broome County Clerk's Office on April 5, 2005 (TM#143.58-1-2.12).

BEGINNING at a point on the southeasterly boundary of CFJ Boulevard at its intersection with the westerly boundary of Gannett Drive;

RUNNING THENCE along said CFJ Boulevard the following two (2) courses and distances:

- 1) N68°04'02"E, a distance of 94.82 feet to a point;
- 2) S87°43'39"E, a distance of 91.49 feet to a point at its intersection with the southeasterly boundary of said Gannett Drive; thence generally southerly along said Gannett Drive the following six (6) courses and distances:
 - 1) S71°57'42"W, a distance of 39.03 feet to a point;
 - 2) S55°35'09"W, a distance of 17.08 feet to a point;
 - 3) S28°01'41"W, a distance of 543.92 feet to a point;
 - 4) On a curve to the left having a radius of 215.00 feet, an arc distance of 86.31 feet to a point, said curve being subtended by a chord having a bearing of S16°31'40"W and a length of 85.73 feet;
 - 5) S30°04'27"E, a distance of 49.48 feet to a point;
 - 6) S19°54'15"W, a distance of 50.92 feet to a point at its intersection with the division line between the property now or formerly of Stella Ireland Road Associates, LLC per Liber 2057 Page 207 (TM# 143.48-1-2.11) on the south and said Village of Johnson City (TM# 143.58-1-2.212) on the north; thence along said division line the following two (2) courses and distances:
 - 1) N70°18'17"W, a distance of 106.44 feet to a MAG NAIL FOUND;
 - 2) N21°07'53"E, a distance of 1.55 feet to a MAG NAIL FOUND at its intersection with the southeasterly corner of Pavilion Road; thence along the southerly boundary of said Pavilion Road the following three (3) courses and distances:
 - 1) N70°05'46"W, a distance of 177.59 feet to a point of curvature;
 - 2) On a curve to the left having a radius of 363.00 feet, an arc distance of 93.99 feet to a point of compound curvature, the last mentioned curve being subtended by a chord having a bearing of N77°30'51"W and a length of 93.73 feet;
 - 3) On a curve to the left having a radius of 213.00 feet, an arc distance of 136.48 feet to a point at its intersection with the easterly boundary of Lester Avenue, the last mentioned curve being subtended by a chord having a bearing of S76°42'40"W and a length of 134.16 feet; thence N06°15'57"W along said Lester Avenue, a distance of 77.58 feet to point at its intersection with the northerly boundary of said Pavilion Road; thence along the northerly boundary of said Pavilion Road the following five (5) courses and distances:
 - 1) N83°43'53"E, a distance of 84.65 feet to a point of curvature;
 - 2) On a curve to the right having a radius of 150.00 feet, an arc distance of 40.24 feet to a point of tangency, said curve being subtended by a chord having a bearing of S88°35'00"E and a length of 40.12 feet;
 - 3) S80°54'07"E, a distance of 48.09 feet to a point of curvature;
 - 4) On a curve to the right having a radius of 825.12 feet, an arc distance of 136.32 feet to a point of tangency, the last mentioned curve being subtended by a chord having a bearing of S76°10'08"E and a length of 136.17 feet;
 - 5) S71°26'07"E, a distance of 121.68 feet to a point at its intersection with said westerly boundary of Gannett Drive; thence generally northerly along said Gannett Drive the following five (5) courses and distances:
 - 1) N21°07'53"E, a distance of 222.00 feet to a point;
 - 2) N36°24'53"E, a distance of 130.31 feet to a point;
 - 3) N28°52'53"E, a distance of 181.09 feet to a point;

- 4) N23°11'07"W, a distance of 20.84 feet to a point;
- 5) N13°35'38"W, a distance of 61.35 feet to the Point of Beginning.

Containing 73,734 square feet or 1.693 acres, more or less.

GANNETT SIGNAGE PARCEL - ENVIRONMENTAL EASEMENT PARCEL 2
OWNED BY BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ALL THAT TRACT OR PARCEL OF LAND being a portion of the property now or formerly of Broome County Industrial Development Agency as described in Liber 2079 Page 517 as recorded in the Broome County Clerk's Office on August 17, 2004 (TM#143.50-1-50).

BEGINNING at a point on the southerly boundary of CFJ Boulevard at its intersection with the division line between the property now or formerly of the Broome County Industrial Development Agency per L. 2079 P. 517 (TM# 143.50-1-50) on the west and the property now or formerly of the Village of Johnson City per L. 2096 P. 484 (TM# 143.50-1-49) on the east (also being the westerly boundary of Gannett Drive);

RUNNING THENCE S13°35'38"E along said division line, a distance of 61.35 feet to a point at its intersection with the division line between the property now or formerly of the Village of Johnson City per L. 1136 P. 283 (TM# 143.50-1-38) on the southwest and said Broome County Industrial Development Agency on the northeast; thence N50°07'07"W along the last mentioned division line, a distance of 101.50 feet to a point at its intersection with said southerly boundary of CFJ Boulevard; thence S85°05'37"E along said southerly boundary, a distance of 63.70 feet to the Point of Beginning.

Containing 1,853 square feet or 0.043 acre, more or less.

SURVEY



SURVEY

