

# New York State Department of Environmental Conservation

Office of General Counsel, 14<sup>th</sup> Floor

625 Broadway, Albany, New York 12233-1500

Fax: (518) 402-9018

Website: [www.dec.ny.gov](http://www.dec.ny.gov)



Joe Martens  
Commissioner

## MEMORANDUM

TO: Mike Mason

FROM: Dolores Tuohy *Dolores Tuohy*

SUBJECT: Environmental Easement Proof of Recording  
Hidden Valley Electronics Site (Registry No. 704029)

DATE: January 28, 2013

---

Attached is a copy of the recorded Environmental Easement for the Hidden Valley Electronics Site with proof of recording. The Environmental Easement is recorded in the Broome County Clerk's real property records in Book 2391 at Page 569. It was recorded on December 19, 2012.

Also attached are the following:

- Copies of a "Notice of Environmental Easement" with proof of service and proof of filing that were sent to the parties having an interest in the property;
- A copy of the Notice to Municipality sent to the Town Clerk and the Town Attorney for the Town of Vestal, the affected local government; and
- Copy of the final title insurance policy.

DER's on-line guidance states that the DER Project Manager will place a copy of the recorded Environmental Easement in eDocs and record the book and page number (above) in UIS using the Cross Reference Button. The Project Manager has the responsibility for updating the UIS Easement project end date as actual.

Thank you for the support provided in the Hidden Valley Electronics litigation and the development of the Site Management Plan and Environmental Easement.

cc (via e-mail): Ben Conlon  
G. Burke

Donald W. Stever  
D 212.536.4861  
F 212.536.3901  
don.stever@klgates.com

January 23, 2013

***By FedEx***

Dolores A. Tuohy, Esq.  
New York State  
Department of Environmental Conservation  
Office of General Counsel  
625 Broadway – 14<sup>th</sup> Floor  
Albany, NY 12233-1500

Re: State of New York, et al, v. CG Properties, LLC, et al.  
(NDNY Case # 1:11 –CV-1077) (Inactive Hazardous Waste Site No. 704020)

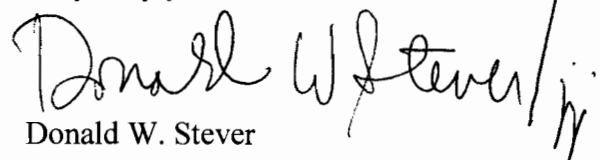
Dear Ms. Tuohy:

Enclosed herewith please find the following documents:

1. Copy of the recorded Easement along with recording receipt;
2. Copy of Notices and Affidavits of Service along with recording receipt;
3. Copy of Letters to the Town representatives with signed return receipt cards;
4. Final Title Policy.

Please feel free to contact me should you have any questions.

Very truly yours,

  
Donald W. Stever

Encls.

cc: Lisa S. Kwong, AAG, Environmental Protection Bureau (by email, with encls.)

RICHARD R BLYTHE

BROOME COUNTY CLERK  
60 Hawley Street, 3rd Floor  
Binghamton, NY 13902-2062  
(607) 778-2255

HICKEY & GATES LLC  
P.O. BOX 2124  
160 HAWLEY STREET  
BINGHAMTON, NY 13902-0000

Rept # 600392 12/19/12 03:32PM

Description Fee

DOC# 201200049465 \$100.00

Easement

TT2012001772

B/P D 02391 0569

1 C G PROPERTIES LLC

2 PEOPLE OF THE STATE OF NEW YORK

STTX \$0.00

CTTX \$0.00

Recording Fees \$45.00

11 add'l pages @ 5.00 \$55.00

DOC# 201200049466 \$10.00

TT Return

FL3 \$10.00

Total Amount Due \$110.00

Total Paid  
Check# 1474 \$110.00

KEEP FOR REFERENCE  
THANK YOU  
WWW.GOBCCLERK.COM



# COPY

Recording Office Time Stamp

## Real Estate Transfer Tax Return For Public Utility Companies' and Governmental Agencies' Easements and Licenses

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.

Name of grantee (public utility company or governmental agency)

The New York State Department of Environmental Conservation

Federal employer identification number (if applicable)

14-6013200

Address of grantee

625 Broadway, Albany, NY 12233

Name and telephone number of person to contact

Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
--	---------------------	--

- |                      |  |       |
|----------------------|--|-------|
| 1. CG Properties LLC | 1808 Vestal Parkway  | -\$0- |
| 2.                   | Town of Vestal   |       |
| 3.                   | Broome County  |       |
| 4.                   | Tax Map Parcel #:  |       |
| 5.                   | Section 158.13 Block 3 Lot 2.1                                       |       |
| 6.                   |  |       |
| 7.                   |  |       |
| 8.                   | Environmental Easement held by NYSDEC                                |       |
| 9.                   | pursuant to Title 36 of Article 71 of                                |       |
| 10.                  | the Environmental Conservation Law                                   |       |
| 11.                  |  |       |
| 12.                  | Site number 704029   |       |
| 13.                  |  |       |
| 14.                  | Consent Decree, State of New York etd. v. (CG Properties, LLC et al) |       |
| 15.                  | (No. 1:11-CV-1077, MDNY, filed 9/20/2012)                            |       |

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

### Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

The People of the State of NY Acting  
Through Their Commissioner of the

Name of grantee

Department of Environmental  
Conservation

*Dolores A. Tushy* 11/12/12  
Signature of partner, officer of corporation, governmental official, etc.

Dolores A. Tushy  
Title  
NYSDEC office of General Counsel

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

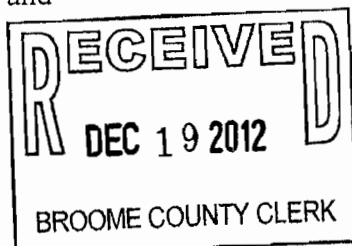
**THIS INDENTURE** made this 26<sup>th</sup> day of November, 2012, between Owner(s) CG Properties LLC, having its address at P.O. Box 427, Riverside, County of Fairfield, State of Connecticut (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner 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 property 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 1808 Vestal Parkway in the Town of Vestal, County of Broome and State of New York, known and designated on the tax map of the County Clerk of Broome County as tax map parcel numbers: Section 158.13 Block 3 Lot 2.1, being the same as that property conveyed to Grantor by deed dated March 1, 2005 and recorded in the Broome County Clerk's Office in Deeds Liber 02101 and Page 0346, comprising approximately 2.639 +/- acres, and herein after more fully described in the Land Title Survey dated July 16, 2012 prepared by Keystone Associates Architects, Engineers and Surveyors, LLC, which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto as Scheduled 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, 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”) for NYSDEC Site Number 704029 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:

Commercial and Industrial Uses, including current uses.

(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 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 any of the following listed uses, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

(1) Residential or Restricted Residential purposes, as defined in 6 NYCRR 375-1.8(g)(2)(i) and (ii), unless additional remediation and amendment of the Environmental Easement occurs, as approved by the NYSDEC.

(2) Any activity that will potentially disturb remaining contaminated material that is not conducted in accordance with the SMP.

(3) The use of groundwater underlying the Controlled Property for any use unless treated to render it safe for the intended use as determined by the New York State Department of Health (NYSDOH).

(4) Construction of any new building on the Controlled Property without first evaluating the potential for vapor intrusion for any building to be developed on the Controlled Property and the development and implementation of a plan to monitor or mitigate, as appropriate, any identified potential vapor intrusion impacts.

(5) Any use which prohibits NYSDEC's access to the Controlled Property at any time in order to inspect, evaluate, maintain, repair, upgrade or replace any and all controls.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successor 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 certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) 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;

(2) The owner of the property shall allow continued access to the Controlled Property by Grantee, its agents, employees, or other representatives of the State;

(3) Nothing has occurred within the past year that would constitute a violation or failure to comply with the Site Management Plan.

(4) This certification was prepared under the direction of and reviewed by the undersigned.

(5) The information presented in this Certification 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.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion 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, and the County tax map number on the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 704029  
Office of the 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.

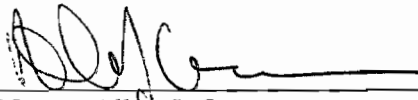
8.      Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated 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:


CG Properties LLC

By:   
Print Name: Allen J. Green  
Title: Member Date: November 26, 2012


**Grantor's Acknowledgment**

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

On the 26th day of November, in the year 2012, before me, the undersigned, personally appeared Allen J. Green, 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 **DEBORAH JEAN CERIA MEYERS**  
Notary Public, State of New York  
No. 31-4831744  
Qualified in New York County  
Commission Expires September 30, 2013

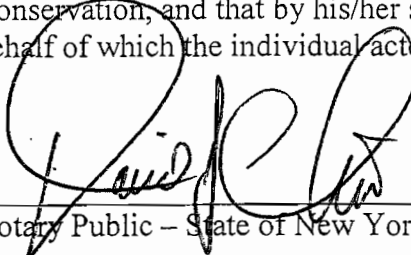
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, ~~Assistant~~ Director  
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26<sup>th</sup> 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(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 Designee of 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. 01CH5082146  
Qualified in Schenectady County  
Commission Expires August 22, 2014

## SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Vestal, County of Broome, State of New York, being all of the property now or formerly of CG Properties, LLC described in Liber 2101 P. 346 as recorded in the Broome County Clerk's Office on March 01, 2005 (TM# 158.13-3-2.1), bounded and described as follows:

BEGINNING at a point on the southerly highway boundary of Vestal Parkway East, NYS Route 434 at its intersection with the division line between the property now or formerly of CC&K, LLC per L. 2351 P. 568 (TM# 158.13-3-5) on the east and the property now or formerly of CG Properties, LLC per L. 2101 P. 346 (TM# 158.13-3-2.1) on the west, said point being N88°49'10"W, a distance of 83.30 feet from the intersection of the westerly highway boundary of Ridgehaven Drive and the southerly highway boundary of Vestal Parkway East;

RUNNING THENCE along said division lines the following two (2) courses and distances;

- 1) S01°10'50"W, a distance of 60.34 feet to a point;
- 2) S09°17'30"W, a distance of 133.90 feet to a point at its intersection with the division line between the property now or formerly of CG Properties, LLC per L. 2101 P. 351 (TM# 158.13-3-8.1) on the south and said CG Properties, LLC (TM# 158.13-3-2.1) on the north; thence along the division lines between said CG Properties, LLC (TM# 158.13-3-8.1) and said CG Properties, LLC (TM# 158.13-3-2.1) the following eighteen (18) courses and distances:

- 1) N80°42'30"W, a distance of 19.59 feet to a point on a concrete retaining wall;
- 2) S16°34'06"W, a distance of 31.46 feet to a point on a concrete retaining wall;
- 3) S29°06'31"W, a distance of 23.17 feet to a point on a concrete retaining wall;
- 4) S58°46'10"W, a distance of 22.81 feet to a point on a concrete retaining wall;
- 5) S65°40'08"W, a distance of 25.91 feet to a point on a concrete retaining wall;
- 6) S67°36'09"W, a distance of 32.80 feet to a point on a concrete retaining wall;
- 7) S74°01'07"W, a distance of 20.73 feet to a point on a concrete retaining wall;
- 8) S88°06'55"W, a distance of 22.49 feet to a point on a concrete retaining wall;
- 9) N88°49'59"W, a distance of 87.30 feet to a point on a concrete retaining wall;
- 10) N88°16'22"W, a distance of 85.86 feet to a point on a concrete retaining wall;
- 11) N88°21'27"W, a distance of 25.03 feet to a point on a concrete retaining wall;
- 12) N77°42'22"W, a distance of 30.20 feet to a point on a concrete retaining wall;
- 13) N65°18'59"W, a distance of 41.22 feet to a point on a concrete retaining wall;
- 14) N55°58'33"W, a distance of 48.95 feet to a point on a concrete retaining wall;
- 15) N40°00'04"W, a distance of 28.76 feet to a point on a concrete retaining wall;
- 16) N16°34'57"W, a distance of 18.14 feet to a point on a concrete retaining wall;
- 17) N07°31'53"E, a distance of 34.10 feet to a point on a concrete retaining wall;
- 18) thence N83°41'00"W, a distance of 18.18 feet to a point at its intersection with the division line between the property now or formerly of DSK Realty LLC per L. 2276 P. 11 (TM# 158.13-3-25) on the west and said CG Properties, LLC (TM# 158.13-3-2.1) on the east; thence N06°19'00"E along the last mentioned division line and along the division line between another property now or formerly owned by DSK Realty LLC per L. 2276 P. 11 (TM# 158.13-3-1) on the west and said CG Properties, LLC (TM# 158.13-3-2.1) on the east, a distance of 161.17 feet to a point at its intersection with said southerly highway boundary of Vestal Parkway East;

thence S88°49'10"E along said southerly boundary, a distance of 299.63 feet to a point at its intersection with the division line between the property now or formerly of No Problem LLC per L. 2084 P. 94 (TM# 158.13-3-3) on the east and said CG Properties, LLC (TM# 158.13-3-2.1) on the west; thence along the division lines between said No Problem LLC and said CG Properties, LLC (TM# 158.13-3-2.1) the following four (4) courses and distances;

- 1) S06°15'50"W, a distance of 100.39 feet to a point;
- 2) S88°49'10"E, a distance of 173.37 feet to a point;
- 3) N25°43'06"E, a distance of 25.28 feet to a point;
- 4) N01°10'50"E, a distance of 77.00 feet to a point at its intersection with said southerly highway boundary of Vestal Parkway East; thence S88°49'10"E along said southerly highway boundary, a distance of 28.98 feet to the POINT OF BEGINNING.

Containing 114,964 square feet or 2.639 acres, more or less.

Subject to the following easements:

1. Right of way and easement 20' in width for sanitary sewer pipe line(s) granted to the Town of Vestal per L.1047 P.306 as recorded in the Broome County Clerk's Office on December 28, 1961.
2. A permanent easement granted to Barnett H. Green, Ethel Hellman and Allen J. Green per L.1313 P.139 as recorded in the Broome County Clerk's Office on December 19, 1980.
3. Easement granted to Tier Oil Corp. per L.1313 P.106 as recorded in the Broome County Clerk's Office on December 19, 1980.
4. Perpetual easement to be appropriated by the State of New York for State highway No. 1613 as shown on "S.H. 1613, Broome Co. Easement Map No. 7" Dated April 13, 1939.
5. Portion of perpetual easement to be appropriated by the State of New York for State Highway No. 1613 as shown on "S.H. 1613, Broome Co. Easement Map No. 6R-1-C" Dated June 26, 1957.

Subject to any and all other easements of record and/or as found in the field.

Bearings are referenced to Magnetic North in February 2002.

The above described parcel is shown on the map entitled "Boundary Survey for C.G. Properties, LLC, 1808 Vestal Parkway East, Town of Vestal, Broome County, New York State" prepared by Keystone Associates Architects, Engineers and Surveyors, LLC as project number 2112.15012, sheet B-1 dated July 12, 2012.

RICHARD R BLYTHE

BROOME COUNTY CLERK  
60 Hawley Street, 3rd Floor  
Binghamton, NY 13902-2062  
(607) 778-2255

HICKEY & GATES LLC  
P.O. BOX 2124  
160 HAWLEY STREET  
BINGHAMTON, NY 13902-0000

Rcpt # 681388 01/03/13 03:41PM

Description	Fee
DOC# 201300000358 Miscellaneous MI#M 023087 1 KETZ LISA E	\$5.00
FL4 1 pgs @ 10.00	\$0.00
DOC# 201300000359 Miscellaneous MI#M 023088 1 KETZ LISA E	\$5.00
FL4 1 pgs @ 10.00	\$0.00
DOC# 201300000350 Miscellaneous MI#M 023089 1 KETZ LISA E	\$5.00
FL4 1 pgs @ 10.00	\$0.00
Total Amount Due	\$15.00
Total Paid Check# 1487	\$15.00

KEEP FOR REFERENCE  
THANK YOU  
WWW.GOBCCLERK.COM

COPY

STATE OF NEW YORK  
COUNTY OF BROOME

AFFIDAVIT OF SERVICE

STATE OF NEW YORK :  
:ss:  
COUNTY OF BROOME :

Lisa E. Ketz, being duly sworn, deposes and says that deponent is not a party to the action, is over 18 years of age and resides at Binghamton, New York.

On December 21, 2012 deponent served the within Notice of Environmental Easement by regular mail as follows:

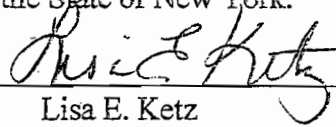
Person Served

Address

Richard Lewis, Esq.  
(Attorney for American  
Family Fitness)

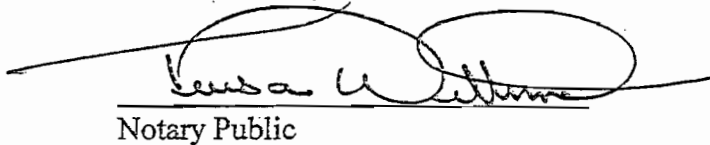
Hinman Howard & Kattell  
80 Exchange Street  
Security Mutual Building  
Binghamton, NY 13901

by depositing a true copy of same, properly enclosed in a sealed post paid wrapper, in a letter box in the City of Binghamton, New York, an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.



\_\_\_\_\_  
Lisa E. Ketz

Subscribed and sworn to before  
me this 21st day of December, 2012

  
\_\_\_\_\_  
Notary Public

TERESA WITTEMAN  
Notary Public, State of New York  
No. 01WI4787984  
Residing in Broome County  
My Commission Expires on May 01, 2015



## NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

1808 Vestal Parkway, Vestal, New York 13850

Property Owner/Grantor: CG Properties LLC

The Tax Map Identification No.: 158.13-3-2.1

NYS Department of Environmental Conservation Site No.: 704029

The Environmental Easement for the above referenced property has been filed in the Broome County Clerk's Office on December 19, 2012 at Liber 2391, page 569 of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted commercial or industrial uses.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us). Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>

STATE OF NEW YORK  
COUNTY OF BROOME

---

AFFIDAVIT OF SERVICE

STATE OF NEW YORK :  
:ss:  
COUNTY OF BROOME :

Lisa E. Ketz, being duly sworn, deposes and says that deponent is not a party to the action, is over 18 years of age and resides at Binghamton, New York.

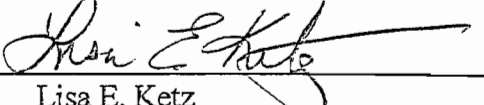
On December 21, 2012 deponent served the within Notice of Environmental Easement by regular mail as follows:

Person Served

Address

No Problem LLC  
11 S. Nanticoke Avenue  
Endicott, New York 13760

by depositing a true copy of same, properly enclosed in a sealed post paid wrapper, in a letter box in the City of Binghamton, New York, an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
\_\_\_\_\_  
Lisa E. Ketz

Subscribed and sworn to before  
me this 21st day of December, 2012

  
\_\_\_\_\_  
Notary Public

TERESA WITTEMAN  
Notary Public, State of New York  
No. 01WI4787984  
Residing in Broome County  
My Commission Expires on May 01, 2015

## NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

1808 Vestal Parkway, Vestal, New York 13850

Property Owner/Grantor: CG Properties LLC

The Tax Map Identification No.: 158.13-3-2.1

NYS Department of Environmental Conservation Site No.: 704029

The Environmental Easement for the above referenced property has been filed in the Broome County Clerk's Office on December 19, 2012 at Liber 2391, page 569 of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted commercial or industrial uses.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us). Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>

STATE OF NEW YORK  
COUNTY OF BROOME

---

AFFIDAVIT OF SERVICE

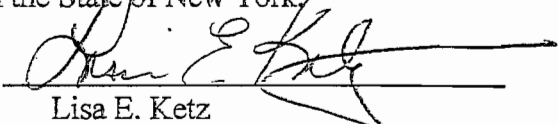
STATE OF NEW YORK :  
  :ss:  
COUNTY OF BROOME :

Lisa E. Ketz, being duly sworn, deposes and says that deponent is not a party to the action, is over 18 years of age and resides at Binghamton, New York.

On December 21, 2012 deponent served the within Notice of Environmental Easement by regular mail as follows:

<u>Person Served</u>	<u>Address</u>
Allen Green	C.G. Properties LLC P.O. Box 4217 Riverside, CT 06878

by depositing a true copy of same, properly enclosed in a sealed post paid wrapper, in a letter box in the City of Binghamton, New York, an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

  
\_\_\_\_\_  
Lisa E. Ketz

Subscribed and sworn to before  
me this 21st day of December, 2012

  
\_\_\_\_\_  
Notary Public

TERESA WITTEMAN  
Notary Public, State of New York  
No. 01W14787984  
Residing in Broome County  
My Commission Expires on May 01, 2015

## NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

1808 Vestal Parkway, Vestal, New York 13850

Property Owner/Grantor: CG Properties LLC

The Tax Map Identification No.: 158.13-3-2.1

NYS Department of Environmental Conservation Site No.: 704029

The Environmental Easement for the above referenced property has been filed in the Broome County Clerk's Office on December 19, 2012 at Liber 2391, page 569 of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted commercial or industrial uses.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us). Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emil Bielecki, Town Clerk  
Town of Vestal  
6005 Vestal Parkway West  
Vestal, NY 13880

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
*Emil Bielecki*  Addressee
- B. Received by (Printed Name)  Date of Delivery  
*EMIL BIELECKI* *12/21/11*
- D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

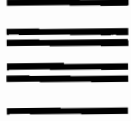
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from services label)

7011 2970 0003 4835 3805

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

HICKEY & GATES, LLC  
ATTORNEYS AT LAW  
P.O. BOX 2124  
BINGHAMTON, NY 13902



**HICKEY & GATES, LLC**

ATTORNEYS AT LAW  
160 HAWLEY STREET  
P.O. BOX 2124  
BINGHAMTON, NY 13902

THOMAS J. HICKEY  
GREGORY A. GATES  
TORRANCE L. SCHMITZ

TELEPHONE (607)723-1990  
FAX (607)723-1967

December 21, 2012

Emil Bielecki, Town Clerk  
Town of Vestal  
605 Vestal Parkway West  
Vestal, NY 13850

**RE: Environmental Easement - Notice to Municipality**

Dear Emil,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department"):

on November 26, 2012  
by CG Properties LLC  
for property at 1808 Vestal Parkway, Vestal, New York, 13850  
Tax Map No. 158.13-3-2.1  
NYSDEC Site No: 704029

---

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial uses. It also assures that all engineering controls must be operated and maintained as specified in the Site Management Plan (SMP); all engineering controls must be inspected at a frequency and in a manner defined in the SMP. Groundwater and other environmental or public health monitoring must be performed as defined in the SMP. 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; All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP; Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP; Operation, maintenance, monitoring, inspecting, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP. 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.




Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an Environmental Easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an Environmental Easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the Environmental Easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the Department.

An electronic version of every environmental easement that has been accepted by this Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>

Very truly yours,

HICKEY & GATES, LLC



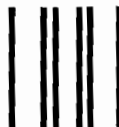
Gregory A. Gates

GAG/lek

Enclosure

cc: Donald W. Stever, K&L Gates LLP

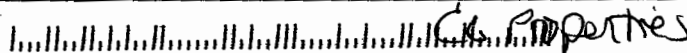
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

HICKEY & GATES, LLC  
ATTORNEYS AT LAW  
P.O. BOX 2124  
160 HAWLEY STREET  
BINGHAMTON, NY 13902  
(607)723-1990



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Berger, Esq.  
Town Attorney  
Town of Vestal  
605 Vestal Parkway West  
Vestal, NY 13850

2. Article Number  
(Transfer from service label)

7011 2970 0003 4835 3812

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X *Emil Bielecki*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*EMIL BIELECKI* *12/26/12*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**HICKEY & GATES, LLC**

ATTORNEYS AT LAW  
160 HAWLEY STREET  
P.O. BOX 2124  
BINGHAMTON, NY 13902

THOMAS J. HICKEY  
GREGORY A. GATES  
TORRANCE L. SCHMITZ

TELEPHONE (607)723-1990  
FAX (607)723-1967

December 21, 2012

David Berger, Esq.,  
Town Attorney  
Town of Vestal  
605 Vestal Parkway West  
Vestal, NY 13850

**RE: Environmental Easement - Notice to Municipality**

Dear Dave,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department"):

on November 26, 2012  
by CG Properties LLC  
for property at 1808 Vestal Parkway, Vestal, New York, 13850  
Tax Map No. 158.13-3-2.1  
NYSDEC Site No: 704029

---

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial uses. It also assures that all engineering controls must be operated and maintained as specified in the Site Management Plan (SMP); all engineering controls must be inspected at a frequency and in a manner defined in the SMP. Groundwater and other environmental or public health monitoring must be performed as defined in the SMP. 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; All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP; Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP; Operation, maintenance, monitoring, inspecting, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP. 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.

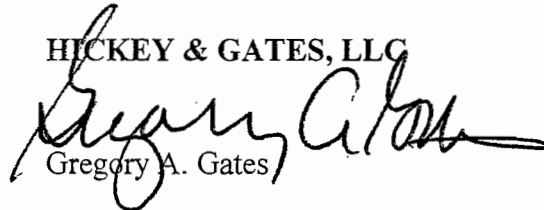
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an Environmental Easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an Environmental Easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the Environmental Easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the Department.

An electronic version of every environmental easement that has been accepted by this Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>

Very truly yours,

**HICKEY & GATES, LLC**

A handwritten signature in black ink, appearing to read "Gregory A. Gates", is written over the typed name below.

Gregory A. Gates

GAG/lek  
Enclosure

cc: Donald W. Stever, K&L Gates LLP

POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE INSURANCE COMPANY, a New York corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law (v) a document executed under a falsified, expired, or otherwise invalid power of attorney (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Courtesy signed by Georgia Baker
Authorized Signature



President

Secretary

STEWART TITLE- BINGHAMTON
Company
Binghamton, NY
City, State

Part 1 of Policy Serial No. O-3911-000545085

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-433-0014. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our Word-Wide Web site at http://www.StewartNewYork.com

SCHEDULE A

Name and Address of Title Insurance Company:                   Stewart Title Insurance Company  
300 East 42nd Street,  
10'th Floor  
New York, New York 10017

Policy No.:                   O-8911-000545085/138129  
Address Reference:        1808 Vestal Parkway East Vestal, New York TM#158.13.3.21  
Amount of Insurance:   \$35,000.00  
Date of Policy:            December 19, 2012

1.    Name of Insured:

The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation

2.    The estate or interest in the Land that is insured by this policy is:

Environmental Easement

3.    Environmental Easement Interest is to:

The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation by virtue of deed recorded in the Broome County Clerk's Office on 12/19/12 in Book/Liber 2391 of Deeds, at page 569.

4.    The Land referred to in this policy is described as follows:

See Schedule "A" herewith

## SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Vestal, County of Broome, State of New York, being all of the property now or formerly of CG Properties, LLC described in Liber 2101 P. 346 as recorded in the Broome County Clerk's Office on March 01, 2005 (TM# 158.13-3-2.1), bounded and described as follows:

BEGINNING at a point on the southerly highway boundary of Vestal Parkway East, NYS Route 434 at its intersection with the division line between the property now or formerly of CC&K, LLC per L. 2351 P. 568 (TM# 158.13-3-5) on the east and the property now or formerly of CG Properties, LLC per L. 2101 P. 346 (TM# 158.13-3-2.1) on the west, said point being N88°49'10"W, a distance of 83.30 feet from the intersection of the westerly highway boundary of Ridgehaven Drive and the southerly highway boundary of Vestal Parkway East;

RUNNING THENCE along said division lines the following two (2) courses and distances;

- 1) S01°10'50"W, a distance of 60.34 feet to a point;
- 2) S09°17'30"W, a distance of 133.90 feet to a point at its intersection with the division line between the property now or formerly of CG Properties, LLC per L. 2101 P. 351 (TM# 158.13-3-8.1) on the south and said CG Properties, LLC (TM# 158.13-3-2.1) on the north; thence along the division lines between said CG Properties, LLC (TM# 158.13-3-8.1) and said CG Properties, LLC (TM# 158.13-3-2.1) the following eighteen (18) courses and distances:

- 1) N80°42'30"W, a distance of 19.59 feet to a point on a concrete retaining wall;
- 2) S16°34'06"W, a distance of 31.46 feet to a point on a concrete retaining wall;
- 3) S29°06'31"W, a distance of 23.17 feet to a point on a concrete retaining wall;
- 4) S58°46'10"W, a distance of 22.81 feet to a point on a concrete retaining wall;
- 5) S65°40'08"W, a distance of 25.91 feet to a point on a concrete retaining wall;
- 6) S67°36'09"W, a distance of 32.80 feet to a point on a concrete retaining wall;
- 7) S74°01'07"W, a distance of 20.73 feet to a point on a concrete retaining wall;
- 8) S88°06'55"W, a distance of 22.49 feet to a point on a concrete retaining wall;
- 9) N88°49'59"W, a distance of 87.30 feet to a point on a concrete retaining wall;
- 10) N88°16'22"W, a distance of 85.86 feet to a point on a concrete retaining wall;
- 11) N88°21'27"W, a distance of 25.03 feet to a point on a concrete retaining wall;
- 12) N77°42'22"W, a distance of 30.20 feet to a point on a concrete retaining wall;
- 13) N65°18'59"W, a distance of 41.22 feet to a point on a concrete retaining wall;
- 14) N55°58'33"W, a distance of 48.95 feet to a point on a concrete retaining wall;
- 15) N40°00'04"W, a distance of 28.76 feet to a point on a concrete retaining wall;
- 16) N16°34'57"W, a distance of 18.14 feet to a point on a concrete retaining wall;
- 17) N07°31'53"E, a distance of 34.10 feet to a point on a concrete retaining wall;
- 18) thence N83°41'00"W, a distance of 18.18 feet to a point at its intersection with the division line between the property now or formerly of DSK Realty LLC per L. 2276 P. 11 (TM# 158.13-3-25) on the west and said CG Properties, LLC (TM# 158.13-3-2.1) on the east; thence N06°19'00"E along the last mentioned division line and along the division line between another property now or formerly owned by DSK Realty LLC per L. 2276 P. 11 (TM# 158.13-3-1) on the west and said CG Properties, LLC (TM# 158.13-3-2.1) on the east, a distance of 161.17 feet to a point at its intersection with said southerly highway boundary of Vestal Parkway East; thence S88°49'10"E along said southerly boundary, a distance of 299.63 feet to a point at its intersection with the division line between the property now or formerly of No Problem LLC per L. 2084 P. 94 (TM# 158.13-3-3) on the east and said CG Properties, LLC (TM# 158.13-3-2.1) on the west; thence along the division lines between said No Problem LLC and said CG Properties, LLC (TM# 158.13-3-2.1) the following four (4) courses and distances;



- 1) S06°15'50"W, a distance of 100.39 feet to a point;
- 2) S88°49'10"E, a distance of 173.37 feet to a point;
- 3) N25°43'06"E, a distance of 25.28 feet to a point;
- 4) N01°10'50"E, a distance of 77.00 feet to a point at its intersection with said southerly highway boundary of Vestal Parkway East; thence S88°49'10"E along said southerly highway boundary, a distance of 28.98 feet to the POINT OF BEGINNING.

Containing 114,964 square feet or 2.639 acres, more or less.

Bearings are referenced to Magnetic North in February 2002.

The above described parcel is shown on the map entitled "Boundary Survey for C.G. Properties, LLC, 1808 Vestal Parkway East, Town of Vestal, Broome County, New York State" prepared by Keystone Associates Architects, Engineers and Surveyors, LLC as project number 2112.15012, sheet B-1 dated July 12, 2012.

## SCHEDULE B

Policy No.: O-8911-000545085/138129

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Subject to any state of facts an inspection of the premises would show.
2. Rights of lessees or any parties in possession of the premises other than the insured or owner.
3. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the premises.
4. Any state of fact an accurate survey of the premises would disclose.
5. This policy insures against loss or damage which the insured may sustain by reason of any right or claim of title which has been or may be asserted, of record or not, by or on behalf of any Indian or Indian tribe on the basis that the prior purported transfer or termination of aboriginal or other title held by the tribe was invalid by virtue of the Act of July 22, 1790, 'An Act to regulate Trade and Intercourse with the Indian Tribes' (Indian Non-Intercourse Act of 1790), any subsequent reenactment of that Act or any similar Federal or State Law. This policy includes insurance against loss or damage by reason of unmarketability of title (as hereinafter defined) on account of said defect. With respect to said defect, the offer of any title insurance company licensed to transact business in the State of New York, including this company, to insure at its regular rates that title to the land herein described in the manner herein set forth above shall be conclusive evidence of the marketability of the title herein insured. The Company agrees, upon request of any mortgagee or vendee of the insured or the mortgagee of such vendee, to issue its policy containing the same affirmative coverage set forth above, subject to the same condition.
6. Right of way and easement 20' in width for sanitary sewer pipe line(s) granted to the Town of Vestal per Liber 1047, Page 306 as recorded in the Broome County Clerk's Office on December 28, 1961.
7. A permanent easement granted to Barnett H. Green, Ethel Hellman and Allen J. Green per Liber 1313, Page 139 as recorded in the Broome County Clerk's Office on December 19, 1980.
8. Easement granted to Tier Oil Corp. per Liber 1313, Page 106 as recorded in the Broome County Clerk's Office on December 19, 1980.
9. Perpetual easement to be appropriated by the State of new York for State Highway No. 1613 as shown on "S.H. 1613, Broome Co. Easement Map No. 7" Dated April 13, 1939.
10. Portion of perpetual easement to be appropriated by the State of New York for State Highway No. 1613 as shown on "S.H. 1613, Broome Co. Easement Map No. 6R-1-C" Dated June 26, 1957.

# STEWART TITLE INSURANCE COMPANY

HEREIN CALLED THE COMPANY

## STANDARD NEW YORK ENDORSEMENT (Owner's Policy)

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Georgia Baker  
Countersigned By:

\_\_\_\_\_  
Date

Agency Name, Address ID Number:

Stewart Title Insurance Company  
Binghamton Office  
2 Court Street  
Binghamton, NY 13901

STEWART TITLE  
INSURANCE COMPANY



[Signature]  
President

[Signature]  
Secretary

# STEWART TITLE INSURANCE COMPANY

## PRIVACY POLICY NOTICE

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**SUBJECT PROPERTY DESCRIPTION - ENVIRONMENTAL EASEMENT COVERS ENTIRE TAX MAP NO. 158.13-3-2.1**

ALL THAT TRACT OR PARCELS OF LAND situate in the Town of Vestal, County of Broome, State of New York, being all of the property now or formerly of CD Properties, LLC (described in Liber 2101 P. 346 as recorded in the Broome County Clerk's Office on March 01, 2005 (TM# 158.13-3-2.1)), bounded and described as follows:

BEGINNING at a point on the southerly highway boundary of Vestal Parkway East, NYS Route 434 at its intersection with the division line between the property now or formerly of CCGS, LLC per L 2201 P. 368 (TM# 158.13-3-3) on the east and the property now or formerly of CD Properties, LLC per L 2101 P. 346 (TM# 158.13-3-2.1) on the west, said point being N89°49'10"W, a distance of 83.30 feet from the intersection of the southerly highway boundary of Ridgehaven Drive and the southerly highway boundary of Vestal Parkway East;

RUNNING THENCE along said division line the following two (2) courses and distances:

- 1) S01°10'50"W, a distance of 80.34 feet to a point;
- 2) S09°17'30"W, a distance of 120.50 feet to a point at its intersection with the division line between the property now or formerly of CD Properties, LLC per L 2101 P. 351 (TM# 158.13-3-2.1) on the south and said CD Properties, LLC (TM# 158.13-3-2.1) on the north; thence along the division line between said CD Properties, LLC (TM# 158.13-3-2.1) and said CD Properties, LLC (TM# 158.13-3-2.1) the following (18) courses and distances:
  - 1) N80°42'00"W, a distance of 19.58 feet to a point on a concrete retaining wall;
  - 2) S18°34'08"W, a distance of 31.48 feet to a point on a concrete retaining wall;
  - 3) S23°09'31"W, a distance of 23.17 feet to a point on a concrete retaining wall;
  - 4) S58°48'10"W, a distance of 22.61 feet to a point on a concrete retaining wall;
  - 5) S29°40'08"W, a distance of 25.91 feet to a point on a concrete retaining wall;
  - 6) S07°38'00"W, a distance of 32.80 feet to a point on a concrete retaining wall;
  - 7) S74°01'07"W, a distance of 30.73 feet to a point on a concrete retaining wall;
  - 8) S09°08'50"W, a distance of 22.49 feet to a point on a concrete retaining wall;
  - 9) N88°40'08"W, a distance of 87.50 feet to a point on a concrete retaining wall;
  - 10) N88°18'22"W, a distance of 15.85 feet to a point on a concrete retaining wall;
  - 11) N88°21'27"W, a distance of 23.53 feet to a point on a concrete retaining wall;

- 12) N77°42'22"W, a distance of 30.20 feet to a point on a concrete retaining wall;
- 13) N65°18'38"W, a distance of 41.22 feet to a point on a concrete retaining wall;
- 14) N53°38'37"W, a distance of 48.99 feet to a point on a concrete retaining wall;
- 15) N40°00'04"W, a distance of 28.78 feet to a point on a concrete retaining wall;
- 16) N18°54'57"W, a distance of 18.14 feet to a point on a concrete retaining wall;
- 17) N07°31'32"W, a distance of 24.10 feet to a point on a concrete retaining wall;
- 18) N82°41'00"W, a distance of 18.18 feet to a point at its intersection with the division line between the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the east and the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the west; thence along the division line between the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the east and the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the west, said point being N89°49'10"W, a distance of 83.30 feet from the intersection of the southerly highway boundary of Ridgehaven Drive and the southerly highway boundary of Vestal Parkway East; thence along the division line between the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the east and the property now or formerly of CD Properties, LLC (TM# 158.13-3-2.1) on the west, said point being N89°49'10"W, a distance of 83.30 feet from the intersection of the southerly highway boundary of Ridgehaven Drive and the southerly highway boundary of Vestal Parkway East;
- 19) S01°10'50"W, a distance of 80.34 feet to a point;
- 20) S09°17'30"W, a distance of 120.50 feet to a point at its intersection with the division line between the property now or formerly of CD Properties, LLC per L 2101 P. 351 (TM# 158.13-3-2.1) on the south and said CD Properties, LLC (TM# 158.13-3-2.1) on the north; thence along the division line between said CD Properties, LLC (TM# 158.13-3-2.1) and said CD Properties, LLC (TM# 158.13-3-2.1) the following (18) courses and distances:
  - 1) N80°42'00"W, a distance of 19.58 feet to a point on a concrete retaining wall;
  - 2) S18°34'08"W, a distance of 31.48 feet to a point on a concrete retaining wall;
  - 3) S23°09'31"W, a distance of 23.17 feet to a point on a concrete retaining wall;
  - 4) S58°48'10"W, a distance of 22.61 feet to a point on a concrete retaining wall;
  - 5) S29°40'08"W, a distance of 25.91 feet to a point on a concrete retaining wall;
  - 6) S07°38'00"W, a distance of 32.80 feet to a point on a concrete retaining wall;
  - 7) S74°01'07"W, a distance of 30.73 feet to a point on a concrete retaining wall;
  - 8) S09°08'50"W, a distance of 22.49 feet to a point on a concrete retaining wall;
  - 9) N88°40'08"W, a distance of 87.50 feet to a point on a concrete retaining wall;
  - 10) N88°18'22"W, a distance of 15.85 feet to a point on a concrete retaining wall;
  - 11) N88°21'27"W, a distance of 23.53 feet to a point on a concrete retaining wall;

Containing 114,964 square feet or 2.639 acres, more or less.

**LEGEND**

• 5/8" REBAR SET "KEYSTONE BING NY"	⊙ STORM MANHOLE
○ IRON FOUND AND NOTED	⊕ DRAINAGE MANHOLE
N/F NOW OR FORMERLY	□ CATCH BASIN
TM# TAX MAP NUMBER	— CHAIN LINK FENCE
SKM SKIN	— STOCKADE FENCE
○ UTILITY POLE	⊕ WATER VALVE
— OVERHEAD UTILITIES	⊕ FIRE HYDRANT
— GAS LINES	⊕ LOT IN "SUB'D. NO.9 RIDGEHAVEN"
— GUY WIRE	⊕ LOT IN "SUB'D. NO.10 RIDGEHAVEN"

**NOTES**

- 1) PREMISES SOURCE OF TITLE BEING L 2101 P. 346 RECORDED IN THE BROOME COUNTY CLERK'S OFFICE MARCH 01, 2005.
- 2) SUBJECT TO THE FOLLOWING EASEMENTS:
  - A) A PERPETUAL RIGHT OF WAY AND EASEMENT 20' IN WIDTH FOR A SANITARY SEWER PIPE LINE(S) GRANTED TO THE TOWN OF VESTAL PER L1047 P.306 AS RECORDED IN THE BROOME COUNTY CLERK'S OFFICE ON DECEMBER 28, 1961.
  - B) AN INGRESS AND EGRESS EASEMENT GRANTED TO TEH DL CORP. PER L1313 P.108 AS RECORDED IN THE BROOME COUNTY CLERK'S OFFICE ON DECEMBER 19, 1980.
  - C) A USAGE EASEMENT GRANTED TO BARNETT H. GREEN, ETHEL HELLMAN, & ALLEN J. GREEN PER L1313 P.139 AS RECORDED IN THE BROOME COUNTY CLERK'S OFFICE ON DECEMBER 19, 1980.
  - D) THOSE HIGHWAY MAPS LISTED BELOW IN REFERENCE DATA NUMBERS 5 AND 6.
- 3) SUBJECT TO ANY AND ALL OTHER EASEMENTS OF RECORD AND/OR AS FOUND IN THE FIELD.
- 4) THE DRAFT COMMITMENT FOR TITLE INSURANCE DATED JULY 08, 2012 AND PREPARED BY STEWART TITLE INSURANCE COMPANY, TITLE NO. 0-8912-1 WITH THE PEOPLE OF THE STATE OF NEW YORK BEING THE APPLICANT AND A PORTION OF 1808 VESTAL PARKWAY EAST, VESTAL NY 13850 BEING THE PROPERTY WAS REVIEWED FOR THIS SURVEY.
- 5) TOTAL AREA 114,964 SQ.FT. OR 2.639 ACRES.
- 6) THE DRAFT ENVIRONMENTAL EASEMENT ENTITLED "ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 39 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW" TO BE BETWEEN CD PROPERTIES LLC AND THE PEOPLE OF THE STATE OF NEW YORK WHICH IS UNDATED AND UNSIGNED HAS BEEN REVIEWED.

**REFERENCE DATA**

1. MAP ENTITLED "SECTION NO. 9 RIDGEHAVEN, PROPERTY OF BRUD SCHROEDER, INC., TOWN OF VESTAL, BROOME COUNTY, NEW YORK" PREPARED BY JOHN F. PURDY DATED NOVEMBER 20, 1961, FILED IN THE BROOME COUNTY CLERK'S OFFICE ON JULY 3, 1962 IN MAP BOOK 20 PAGE 492 AS MAP NO. 1607.
2. MAP ENTITLED "SECTION NO. 10 RIDGEHAVEN, TOWN OF VESTAL, BROOME COUNTY, NEW YORK" PREPARED BY C.J. WINTERBERGER-CIVIL ENGR.-SURVEYOR DATED FEBRUARY 28, 1963, FILED IN THE BROOME COUNTY CLERK'S OFFICE ON FEBRUARY 27, 1964 IN MAP BOOK 22 PAGE 546.
3. MAP ENTITLED "SURVEY FOR AMERICAN FAMILY FITNESS & AEROBICS CENTER, 1808 VESTAL PARKWAY EAST, TOWN OF VESTAL, BROOME COUNTY, NEW YORK STATE" PREPARED BY KEYSTONE ASSOCIATES ARCHITECTS, ENGINEERS AND SURVEYORS, LLC AS PROJECT # 170.14001 ON NOVEMBER 12, 2003 AND REVISION JANUARY 28, 2004.

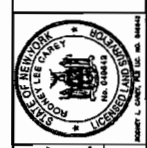
**HIGHWAY MAPS:**

4. "S.H. 1813, BROOME CO., MAP NO. 4.8" DATED APRIL 11, 1939. LANDS TO BE APPROPRIATED BY THE STATE OF NEW YORK FOR THE RECONSTRUCTION OF STATE HIGHWAY NO.1813.
5. "S.H. 1813, BROOME CO., MAP NO. 5.3" DATED APRIL 11, 1939. LANDS TO BE APPROPRIATED BY THE STATE OF NEW YORK FOR THE RECONSTRUCTION OF STATE HIGHWAY NO.1813.
6. "S.H. 1813, BROOME CO. EASEMENT MAP NO. 7" DATED APRIL 13, 1939. A PORTION OF PERPETUAL EASEMENT TO BE APPROPRIATED BY THE STATE OF NEW YORK FOR STATE HIGHWAY NO.1813.
7. "S.H. 1813, BROOME CO. EASEMENT MAP NO. 8R-1-C" DATED JUNE 28, 1957. A PORTION OF PERPETUAL EASEMENT TO BE APPROPRIATED BY THE STATE OF NEW YORK FOR STATE HIGHWAY NO.1813.

I hereby certify to C.G. PROPERTIES, LLC, THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND STEWART TITLE INSURANCE COMPANY that this survey was prepared in accordance with the current Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. This certification is limited to practice for whom this map is prepared, in the title company and to the leading institution listed. Commitments are not transferable to additional institutions or subsequent owners.

54 Exchange Street  
Binghamton, New York 13901  
Phone: 607.732.1100  
Fax: 607.732.2510  
Email: info@keystone.com  
www.keystone.com

**KEYSTONE ASSOCIATES**  
ARCHITECTS, ENGINEERS AND SURVEYORS, LLC



**BOUNDARY SURVEY FOR C.G. PROPERTIES, LLC 1808 VESTAL PARKWAY EAST**

NO.	DESCRIPTION	DATE

**BOUNDARY SURVEY FOR C.G. PROPERTIES, LLC 1808 VESTAL PARKWAY EAST**

TOWN OF VESTAL BROOME COUNTY NEW YORK STATE

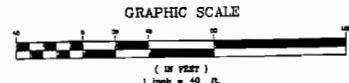
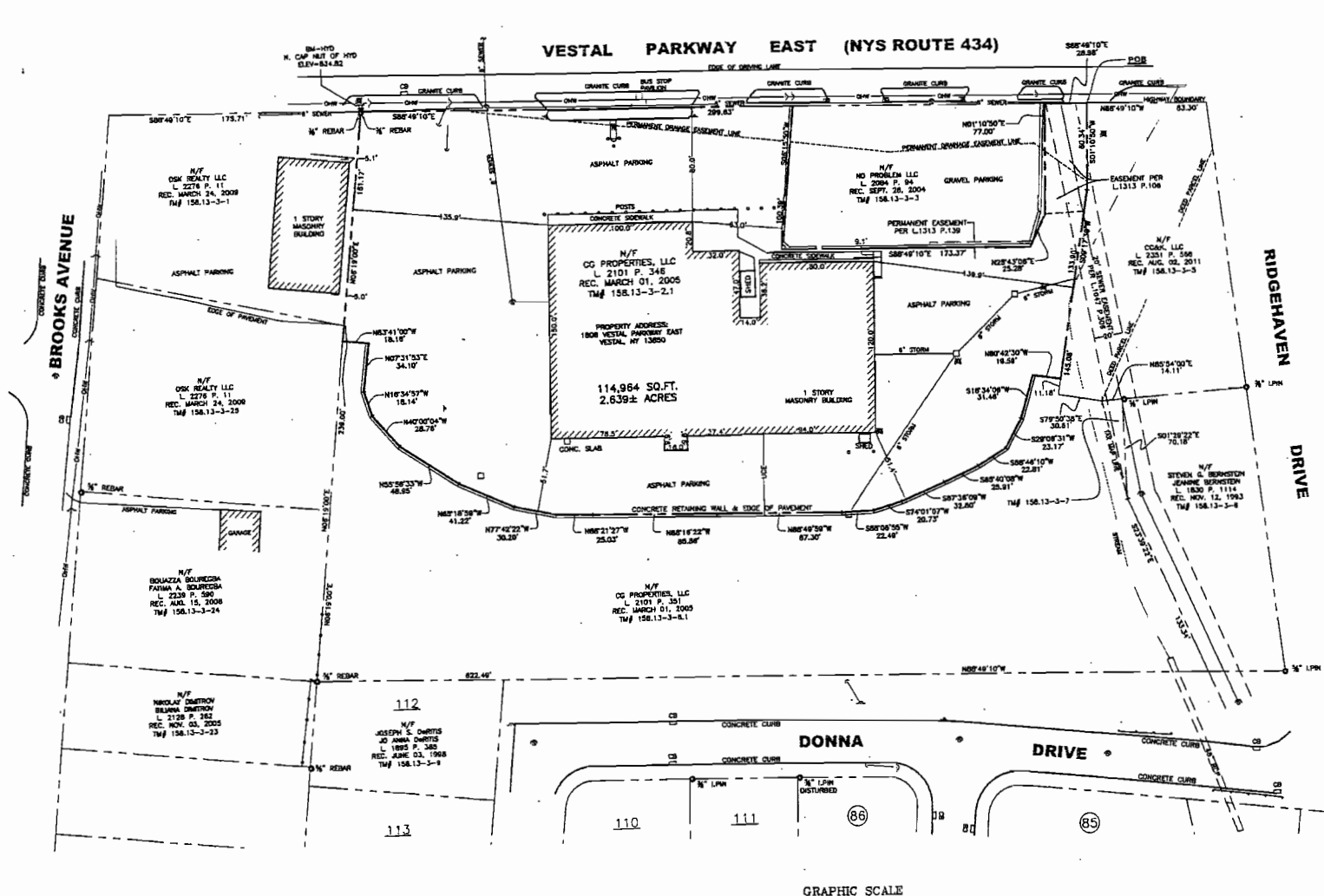
SHEET NO. **B-1**

PROJECT NO. 2102.1802

DATE OF FIELD WORK: 08/01/12

DATE OF MAP: 08/01/12

DATE OF THIS SURVEY: 08/01/12



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.