

ENVIRONMENTAL NOTICE

THIS ENVIRONMENTAL NOTICE is made the ^{9th} day of *September* 2011, by the New York State Department of Environmental Conservation (Department), having an office for the transaction of business at 625 Broadway, Albany, New York 12233

WHEREAS, that parcel of real property located at the address of 496 Center Road, in the Town of Pharsalia, County of Chenango and State of New York, known and designated on the tax map of the County Clerk of Chenango and tax map parcel numbers: 92.-1-14, being the same as that property conveyed by deed dated February 16, 1932 and recorded in the office of the Chenango County Clerk on March 10, 1932 in book 287 of deeds at page 544. Commencing from the northeast corner of said lot No.36 that runs along the north line of said lots Nos. 36 and 35 in the Town of Pharsalia, County of Chenango, State of New York, the property being more particularly described in Metes and Bounds description and attached hereto as Appendix "A" to this notice and made a part hereof, and hereinafter referred to as "the Property" and is the subject of a remedial program performed by the Department; and

WHEREAS, the Department approved a cleanup to address contamination disposed at the Property and such cleanup was conditioned upon certain limitations.

NOW, THEREFORE, the Department provides notice that:

FIRST, the part of lands subject to this Environmental Notice is as shown on a map attached to this Notice as Appendix "B" and made a part hereof.

SECOND, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results or may result in a significantly increased threat of harm or damage at any site as a result of exposure to soils. A violation of this provision is a violation of 6 NYCRR 375-1.1 1(b)(2).

THIRD, no person shall disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, including but not limited to those engineering controls described in the SMP and listed below, unless in each instance they first obtain a written waiver of such prohibition from the Department or Relevant Agency.

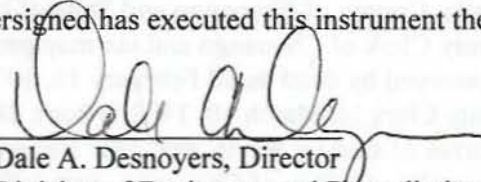
FOURTH, the remedy was designed to be protective for Commercial or Industrial uses. Therefore, any use for purposes other than Commercial or Industrial uses without the express written waiver of such prohibition by the Relevant Agency may result in a significantly increased threat of harm or damage at any site.

FIFTH, the no person shall use the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency. Use of the groundwater without appropriate treatment may result in a significantly increased threat of harm or damage at any site.

SIXTH, it is a violation of 6 NYCRR 375-1.11(b) to use the Property in a manner inconsistent with this environmental notice.

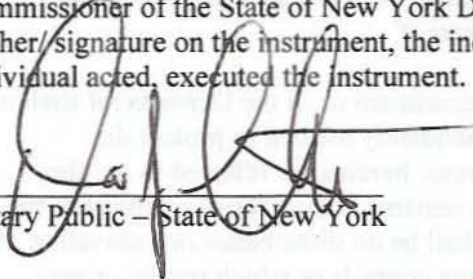
IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

By:


Dale A. Desnoyers, Director
Division of Environmental Remediation

STATE OF NEW YORK) ss:
COUNTY OF ALBANY)

On the 9th day of September in the year 2011, 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 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. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

Camp Pharsalia
496 Center Road
County of Chenango
Tax Map: 92.-1-14

APPENDIX "A"

METES AND BOUNDS DESCRIPTION

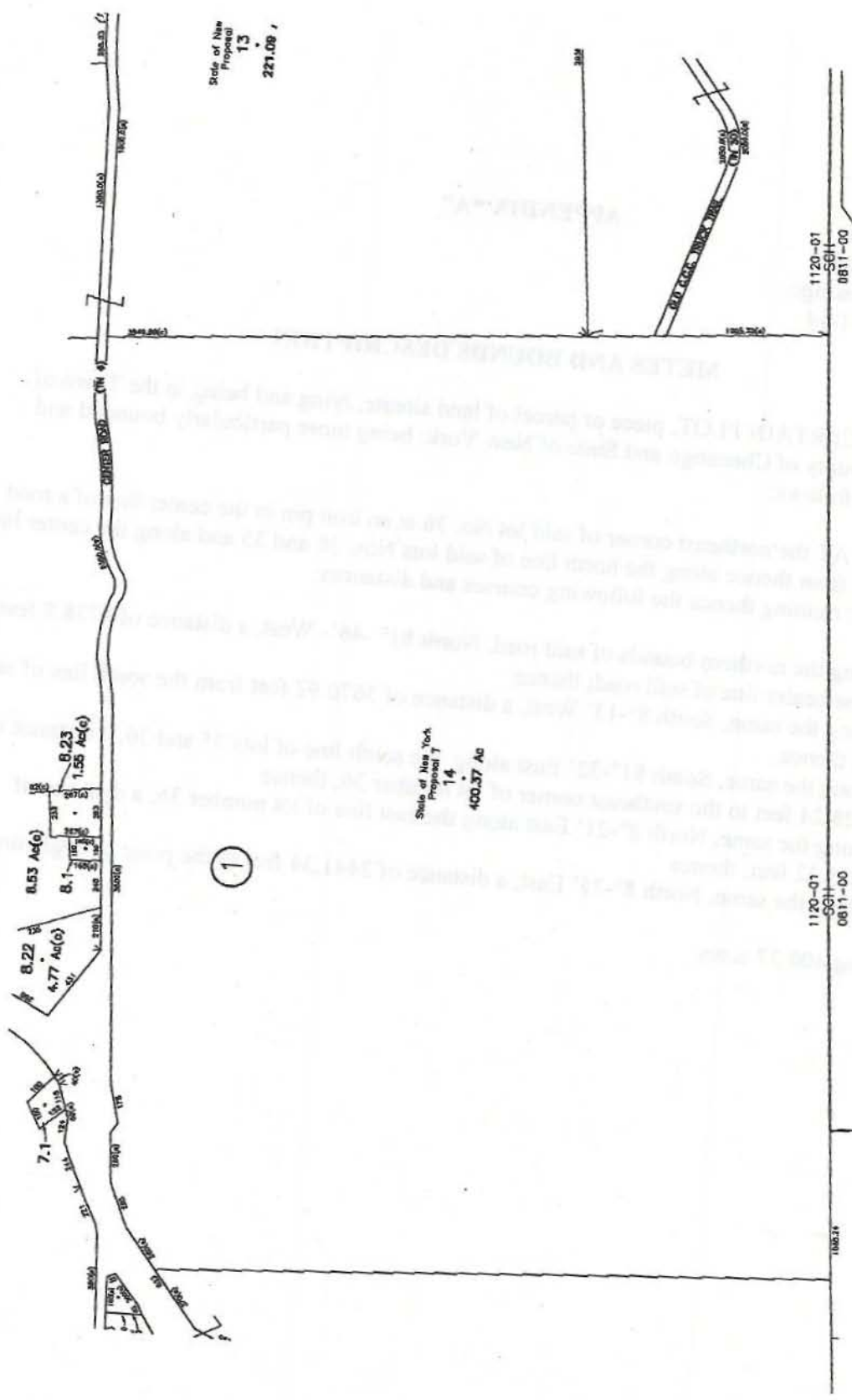
ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Pharsalia, County of Chenango and State of New York; being more particularly bounded and described as follows:

BEINNING AT the northeast corner of said lot No. 36 at an iron pin in the center line of a road and running from thence along the north line of said lots Nos. 36 and 35 and along the center line of said road; running thence the following courses and distances:

- 1) Along the northern bounds of said road, North $81^{\circ}-46'$ West, a distance of 4738.8 feet to the center line of said road; thence
- 2) Along the same, South $8^{\circ}-13'$ West, a distance of 3670.92 feet from the south line of said lot; thence
- 3) Along the same, South $81^{\circ}-32'$ East along the south line of lots 35 and 36, a distance of 4728.24 feet to the southeast corner of lot number 36; thence
- 4) Along the same, North $8^{\circ}-21'$ East along the east line of lot number 36, a distance of 1255.32 feet; thence
- 5) Along the same, North $8^{\circ}-25'$ East, a distance of 2441.34 feet to the point of beginning

Containing 400.37 acres.

7/2



State of New
Proposed
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221.09



Chicago Title Insurance Company

Rochester Office
19 West Main Street, Suite 100
Rochester, NY 14614
Office 585-546-6350
Fax: 585-546-4236
Email: susan.hindmarsh@ctt.com

Last Owner Report

Date: 9/7/2011

Chicago Title Search No.: 1116-98216 AECOM Site #709013

Address: 496 Center Road, Pharsalia, NY County of Chenango

Tax Map Number: 92.-1-14

Class Code: 932

Size: 400.37 acres

A Last Owner Search has been conducted against the name(s) of People of the State of New York and State of New York at the property located at 496 Center Road from 2/16/1932 to 5/12/2011 in the Chenango County Clerk's Office:

1. Deed by Harley D. Small and Clara M. Small to The People of the State of New York dated 2/16/1932 and recorded 3/10/32 in Liber 287 at page 544.

*Note: This conveyance is made subject to the lessee's interest under a lease dated June 15, 1931 in Book 285 at page 276.

2. Oil and Gas Lease by Harley D. Small and Clara M. Small to Penn-York Development Company, Inc. recorded 6/23/31 in Liber 285 at page 276.

Chicago Title of New York does hereby certify that the records of the above governmental agency were examined. The information reported above is true and accurate of the information reported therein and no liability is assumed. This report is submitted for information purposes only.

I, Ralph N. Smith, Clerk of the Superior Court for said County, the same being a court of record, do hereby certify that John A. Bishop whose name is subscribed to the proof or acknowledgment of the annexed instrument in writing, was at the time of taking such proof or acknowledgment a Notary Public in and for said County, residing therein, duly commissioned, sworn and authorized to take the same, and also to take the proof and acknowledgment of deeds to be recorded therein; and further, that I am well acquainted with his handwriting, and verily believe that the signature, to the said proof or acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

WITNESS my hand, and the seal of said Court at Cambridge, in said County and Commonwealth this twenty fourth day of February A.D. nineteen hundred and thirty-two.

(L.S.)

Ralph N. Smith Clerk.

Recorded March 10, 1932 at 9:40 o'clock A.M.

Samuel J. Hallman Clerk.

Attorney General's Office, Albany, N.Y.

Ref. Cho. 5-T.

THIS INDENTURE made the 16th day of February in the year Nineteen hundred thirty-two.

BETWEEN Harley D. Small and Clara M. Small, individually and as the wife of said Harley D. Small, both of the Town of Pharsalia, County of Chenango and State of New York, parties of the first part, and The People of the State of New York, parties of the second part.

WITNESSETH that the parties of the first part, in consideration of one thousand six hundred one and 48/100 dollars (\$1601.48) lawful money of the United States, paid by the parties of the second part, do hereby grant and release unto the said parties of the second part, and their successors and assigns forever,

ALL THAT TRACT PIECE OR PARCEL OF LAND situate as follows:

State of New York
County of Chenango
Town of Pharsalia
Chenango Twenty Townships
Township 12,
Lot No. 36 and part of Lot No. 35, together bounded and described as follows:-

BEGINNING at the northeast corner of said lot No. 36 at an iron pin in the center line of a road and running from thence along the north line of said lots Nos. 36 and 35 and along the center line of said road N. 81° 46' W. 71.80 chains to an iron pin in the center line of said road, thence S. 8° 13' W. along land reputed to be owned by Fay Franklin 55.62 chains to a black cherry stake and stones standing in the south line of said lot No. 36, the stake being marked "Dunne-N.Y.S.", thence S. 81° 32' E. along the south lines of said lots Nos. 35 and 36, 71.64 chains to a hemlock stake and stones at the southeast corner of said lot No. 36, the stake marked "N.Y.S.N.Y.S.-Reservation and Franklin" thence N. 8° 21' E. along the east line of said lot No. 36 and along land reputed to be now or formerly owned by Bauder 19.02 chains to a black cherry stake and stones, the stake marked "N.Y.S.N.Y.S. Bauder" thence N. 8° 25' E. still along said lot line and still along land of said Bauder 36.99 chains to the point of beginning.

Containing 400.37 acres, be the same more or less.

All as shown on a Map of Proposals Q & T, Reforestation Area No. 5, Chenango County, following a survey made for the Conservation Department by I. F. McCowan Nov-Dec. 1931. Map made Dec. 3-10, 1931, by Donald B. Morse and being now on file in the office of said Department in Albany, N.Y. The premises herein described being shown on said map as Proposal T.

The parties of the first part expressly reserve for a period of one year from the date of the recording of this deed the right to cut and remove all merchantable timber 6 inches and over on the stump.

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This conveyance is made, however, subject to the lessee's interest, if any, under a lease dated June 15, 1931, to The Penn-York Development Company, Inc., recorded in Chenango County Clerk's Office in Book 285 of deeds at page 276. The lessors interest in said lease insofar as it relates to the hereby conveyed premises, is included in this conveyance.

TOGETHER with the appurtenances and all the estate, rights and interest of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said parties of the second part their successors and assigns forever.

AND the said Harley D.Small and Clara M.Small do covenant with said parties of the second part as follows:

FIRST: That said Harley D.Small and Clara M.Small are seized of said premises in fee simple, and have good right to convey the same.

SECOND: That the parties of the second part shall quietly enjoy the said premises.

THIRD: That said premises are free from incumbrances.

FOURTH: That said Harley D.Small and Clara M.Small will execute or procure any further necessary assurance of the title to said premises.

FIFTH: That said Harley D.Small and Clara M.Small will forever warrant the title to said premises.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Harley D.Small (L)

Clara M.Small (L)

State of New York County of Chenango SS

On this 16th day of February in the year One thousand nine hundred thirty-two before me, the subscriber, personally came Harley D.Small and Clara M.Small to me known to be the persons described in and who executed the within instrument and they each duly acknowledged that they executed the same.

Charles E.Baker
Notary Public.

Approved as to form and manner of execution

John J.Bennett, Jr. Attorney-General

By Francis X.Disney Assistant.

Recorded March 10, 1932 at 9:45 o'clock A.M.

James J. Sullivan Clerk.

THIS INDENTURE made the fourth day of March in the year One thousand nine hundred and thirty-two

BETWEEN Charles W.Gray of Brisben, town of Greene, County of Chenango and State of New York, party of the first part, and Carl D.Fosgate and Leon M.Fosgate severally of the town of Greene, County of Chenango and State of New York parties of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations (\$1.00 etc.) lawful money of the United States, paid by the said parties of the second part, does hereby grant and release unto the said parties of the second part, their heirs and assigns forever.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Greene, County of Chenango and State of New York, being part of lot number seventy-three in the third township of the Chenango Triangle, bounded and described as follows:- BEGINNING at the west corner of the barn and premises owned by Austin W.Race and formerly owned by Erastus Butts and running thence northerly along the easterly side of Water Street to the south side of Green Street one chain and sixty links; thence on the north side of Green Street northerly up the hill, as the fence runs (in 1893) four chains and seventy five links; thence northeasterly as the fence now runs (in 1893) one chain and fifty links to a stake; thence southeasterly to the north side of Green Street four chains; thence on the south side of Green Street at the north-west corner of land formerly owned by Erastus Butts, continuing southeasterly along

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by check mailed to the above at Oxford R. D. I State of New York.

Lessor may lay a line to any gas well on said land to take gas free for their own use for heat and light in one dwelling house on said land at their own risk, subject to the use, operation and right of abandonment of the well by the said party; and first parties shall subscribe to and be bound by the reasonable rules and regulations of the said parties, or their assigns, published at such time relating to such use of gas.

It is agreed that the second party is to have the privilege of using sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of One Dollar at any time, by the party of the second part, their successors and assigns, to the parties of the first part, their heirs and assigns, said party of the second part, their successors and assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness

THE PENN-YORK DEVELOPMENT COMPANY, Inc.

Attest: Keith C. Morley
Secretary.

Howard A. Youngs (L. S.)
Susie A. Youngs (L. S.)

State of New York County of Chenango

To Wit I Keith C. Morley a Notary Public of said County of Chenango do certify that Howard A. Youngs and Susie A. Youngs his wife, whose names they signed to the within writing, bearing date the 22nd day of June A. D., 1931 has this day acknowledged the same before me in my said County.

Given under my hand this 22nd day of June A. D., 1931.

(L. S.)

Keith C. Morley
Notary Public

My commission expires March 30, 1933.

Recorded June 23, 1931 at 10:25 o'clock A. M.

✓ AGREEMENT, Made and entered into the 15th day of June A. D., 1931, by and between Harley D. Small and his wife Clara M. Small of Pharsalia County of Chenango and State of New York parties of the first part, and The Penn-York Development Company, Inc., a corporation of the state of Delaware, having its principal place of business within the State of New York, at No. 11 Broadway, New York City, as party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants, and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said party of the second part, their successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures the said party of the second part to take care of the said products, ALL that certain tract of land situate in Pharsalia Township Chenango County and State of New York bounded substantially as follows:

On the North by lands of Laura Rogers and land of Mrs. Borthwick
On the East by lands of Mitchel Border and land of Frank Pierce
On the South by lands of Fay Franklin
On the West by lands of Laura Rogers

containing 515 acres, more or less, reserving, however, therefrom 300 feet around the pre-

sent buildings, now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced from the said land by the said party of the second part, their successors and assigns.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenants and agrees: 1st-To deliver to the credit of the first parties, their heirs or assigns, free of cost, in the pipe line to which party of the second part may connect its wells, the equal one-eighth part of all oil produced and saved from the leased premises; and 2nd-To pay 2¢ per thousand cu. ft. and (\$200) Dollars for the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid each three months thereafter while the gas from said well is so marketed and used.

Said second party shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by first parties or their predecessors in title or otherwise.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to complete well on said premises within one year from the date hereof, or pay at the rate of 25¢ per acre (\$128.75) Dollars per year such completion is delayed from the time above mentioned for the completion of such well until a well is completed; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. All payments may be made direct to Harley D. Small by check mailed to the above at Post Office at Cincinnati State of N.Y.

Lessor may lay a line to any gas well on said land to take gas free for their own use for heat and light in one dwelling house on said land at their own risk, subject to the use, operation and right of abandonment of the well by the said party; and first parties shall subscribe to and be bound by the reasonable rules and regulations of the said parties or their assigns, published at such time relating to such use of gas.

It is agreed that the second party is to have the privilege of using sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon, and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of One Dollar at any time, by the party of the second part, their successors and assigns, to the parties of the first part their heirs and assigns, said party of the second part, their successors and assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Witness

THE PENN-YORK DEVELOPMENT COMPANY, Inc.

Attest: Keith C. Morley
Secretary.

Harley D. Small (L. S.)
Clara M. Small (L. S.)

State of New York County of Chenango ss.

On this 15th day of June, in the year 1931 before me personally came Harley D. Small and his wife Clara M. Small to me known and known to me to be the individual described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

(L. S.)
Recorded June 28, 1931 at 10:25 o'clock A.M.

Keith C. Morley
Notary Public

