

Campagnolo Property
TOMPKINS COUNTY, NEW YORK

Final Engineering Report

NYSDEC Site Number: 755013

Prepared for:

Benedetto and Giuliana Campagnolo
1209 Hanshaw Road
Ithaca, New York 14850

Prepared by:

Hazard Evaluations, Inc.
3752 North Buffalo Road
Orchard Park, New York 14127
(716) 667-3130

AUGUST 2012

CERTIFICATIONS

I, John Frandina, am currently a registered professional engineer licensed by the State of New York, I had primary direct responsibility for implementation of the remedial program activities in accordance with the Order on Consent and Administrative Settlement (Index No. DER-755013-12-10).

I certify that all use restrictions, Institutional Controls, Engineering Controls, and/or any operation and maintenance requirements applicable to the Site are contained in an environmental easement created and recorded pursuant ECL 71-3605 and that all affected local governments, as defined in ECL 71-3603, have been notified that such easement has been recorded.

I certify that a Site Management Plan has been submitted for the continual and proper operation, maintenance, and monitoring of all Engineering Controls employed at the Site, including the proper maintenance of all remaining monitoring wells, and that such plan has been approved by Department.

I certify that all documents generated in support of this report have been submitted in accordance with the DER's electronic submission protocols and have been accepted by the Department.

I certify that all data generated in support of this report have been submitted in accordance with the Department's electronic data deliverable and have been accepted by the Department.

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, John Frandina, am certifying as Owner's Designated Site Representative for the site.

68810

NYS Professional Engineer #

8/13/12

Date



TABLE OF CONTENTS

1.0	BACKGROUND AND SITE DESCRIPTION.....	1
2.0	SUMMARY OF SITE REMEDY	2
2.1	REMEDIAL ACTION OBJECTIVES.....	2
2.1.1	Groundwater RAOs	2
2.1.2	Soil RAOs	2
2.1.3	Soil Vapor	2
2.2	DESCRIPTION OF SELECTED REMEDY	2
3.0	INTERIM REMEDIAL MEASURES, OPERABLE UNITS AND REMEDIAL CONTRACTS	4
3.1	INTERIM REMEDIAL MEASURES	4
3.2	OPERABLE UNITS	4
3.3	REMEDIAL CONTRACTS.....	4
4.0	DESCRIPTION OF REMEDIAL ACTIONS PERFORMED	5
4.1	REMEDIAL ACTION REQUIREMENT	5
4.2	CONTAMINATION REMAINING AT THE SITE	5
4.3	OTHER ENGINEERING CONTROLS	6
4.4	INSTITUTIONAL CONTROLS	6

LIST OF ACRONYMS

Acronym	Definition
EC	Engineering Control
FER	Final Engineering Report
IC	Institutional Controls
IRM	Interim Remedial Measures
NYSDEC	New York State Department of Environmental Conservation
PCE	Tetrachloroethene
RAO	Remedial Action Plan
ROD	Record of Decision
SCO	Soil Cleanup Objectives
SMP	Site Management Plan
SSD	Sub-Slab Depressurization
TCE	Trichloroethane
VOC	Volatile Organic Compound

FINAL ENGINEERING REPORT

1.0 BACKGROUND AND SITE DESCRIPTION

Benedetto and Giuliana Campagnolo entered into an Order on Consent with the New York State Department of Environmental Conservation (NYSDEC) in April 2011, to investigate and remediate an approximately 0.45 acre property located in the City of Ithaca, Tompkins County, New York. The property was remediated to commercial use.

The site is identified as SBL Nos. 51-1-18.1 and 51-1-18.2 on the Tompkins County Tax Map. The site is situated on an approximately 0.45-acre parcel located on the east side of North Meadow Street (Route 34), between Cascadilla Street to the north, and Esty Street to the south (see Figure 1). The boundaries of the site are more fully described in the metes and bounds site description that is part of the Environmental Easement (Appendix A).

An electronic copy of this Final Engineering Report (FER) with all supporting documentation is included as Appendix B.

2.0 SUMMARY OF SITE REMEDY

2.1 REMEDIAL ACTION OBJECTIVES

Based on the results of the Remedial Investigation, the following Remedial Action Objectives (RAOs) were identified for this site.

2.1.1 Groundwater RAOs

RAOs for Public Health Protection

- Prevent ingestion of groundwater containing contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of, volatiles emanating from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer, to the extent practicable, to pre-disposal/pre-release conditions.
- Prevent the discharge of contaminants to surface water.

2.1.2 Soil RAOs

RAO for Public Health Protection

- Prevent ingestion/direct contact with any residual contaminated soil.

2.1.3 Soil Vapor

RAO for Public Health Protection

- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into the indoor air of buildings at or near the site.

2.2 DESCRIPTION OF SELECTED REMEDY

The site was remediated in accordance with the remedy selected by the NYSDEC in the Record of Decision (ROD) dated May 2010.

The factors considered during the selection of the remedy are those listed in 6NYCRR 375-1.8. The following are the components of the selected remedy:

1. Execution and recording of an Environmental Easement to restrict land use and prevent future exposure to any contamination remaining at the site.
2. Development and implementation of a Site Management Plan for long term management of remaining contamination as required by the Environmental Easement, which includes plans for: (1) Institutional and Engineering Controls, (2) monitoring, (3) operation and maintenance and (4) reporting;
3. Periodic certification of the institutional and engineering controls listed above.

3.0 INTERIM REMEDIAL MEASURES, OPERABLE UNITS AND REMEDIAL CONTRACTS

The information and certifications made in the Remedial Investigation Report, dated July 2008, the Feasibility Study Report, dated June 2009, and the ROD, dated May 2010 were relied upon to prepare this report and certify that the remediation requirements for the site have been met.

3.1 INTERIM REMEDIAL MEASURES

In 2003, the property owner installed a sub-slab depressurization (SSD) system beneath the on-site building located on the parcel identified as SBL No. 51-1-18.1. In 2005, the New York State Department of Environmental Conservation (Department) installed two SSD systems. One SSD system was installed beneath the on-site building located on the parcel identified as SBL No. 51-1-18.2, and the other SSD system was installed beneath a commercial building located off-site.

3.2 OPERABLE UNITS

Although different operable units could have been defined at this Site for investigation completed on-site versus off-site, or for the media-specific Interim Remedial Measures (IRMs), this Site has always been managed as a single operable unit.

3.3 REMEDIAL CONTRACTS

As stated above, installation of the SSD system beneath the on-site building in 2003 was conducted by the property owner through an independent contract, presumably with the RETEC Group, Inc. At the time of this action the property owner was not in a legal agreement with the Department.

Installation of the other two SSD systems in 2005 was conducted by the Department through the State Superfund Program during the remedial investigation phase of the remedial program. EnviroTesting completed the SSD system installations working as a subcontractor to URS Corporation. These actions are documented in the Remedial Investigation Report, dated July 2008.

4.0 DESCRIPTION OF REMEDIAL ACTIONS PERFORMED

Remedial activities completed at the Site were conducted in accordance with the Order on Consent and Administrative Settlement (Index No. DER-755013-12-10) for the Campagnolo Property site.

4.1 REMEDIAL ACTION REQUIREMENT

In December 2010, prior to execution of the Order on Consent, soil vapor intrusion sampling specified in the ROD was performed by the Department at the residential building requiring periodic monitoring and at the previously unoccupied residential building adjacent to the site. The potential for mitigation at one of these buildings was referred to in the ROD as a remedial design element. However, based on the air sampling results at the two homes, no additional air sampling and/or mitigation at those locations will be required.

4.2 CONTAMINATION REMAINING AT THE SITE

Generally, it was determined through the remedial investigation that the disposal of hazardous waste at this Site has resulted in the contamination of groundwater and soil vapor. The site contaminants that are considered to be the primary contaminants of concern in groundwater are Tetrachloroethene (PCE) and its breakdown products, including cis-1,2-dichloroethene (cis-1,2-DCE), trichloroethene (TCE), and/or vinyl chloride. The site contaminants that are considered to be the primary contaminants of concern in soil vapor are PCE and TCE. The horizontal extent of groundwater and soil vapor contamination is limited to the site property and areas immediately adjacent, and does not appear to extend past the west side of North Meadow Street. The concentrations and distribution of the contaminants of concern in groundwater are shown in Figure 2.

Results of subsurface soil samples collected at the site during the remedial investigation indicate that soils at the Site do not exceed the Track 1 (unrestricted) Soil Cleanup Objectives (SCOs) for volatile organic compounds (VOCs). The distribution of soil sampling locations is depicted on Figure 3.

Since contaminated groundwater and soil vapor remains beneath the site, Institutional and Engineering Controls are required to protect human health and the environment. These Engineering and Institutional Controls (ECs/ICs) are described in the following sections. Long-term management of these EC/ICs and residual contamination will be performed under the Site Management Plan (SMP) approved by the NYSDEC.

4.3 OTHER ENGINEERING CONTROLS

The remedy for the site did not require the construction of any other engineering control systems. Subsection 3.1 describes the SSD systems that will continue to remain as site engineering controls.

Procedures for monitoring, operating and maintaining the SSD systems are provided in the Operation and Maintenance Plan (Section 4 of the SMP). The Monitoring Plan (Section 3 of the SMP) also addresses inspection procedures that must occur after any severe weather condition has taken place that may affect on-site ECs.

4.4 INSTITUTIONAL CONTROLS

The site remedy requires that an environmental easement be placed on the property to (1) implement, maintain and monitor the Engineering Controls; (2) prevent future exposure to remaining contamination by controlling disturbances of the subsurface contamination; and, (3) limit the use and development of the site to commercial and/or industrial uses only.

The environmental easement for the site was executed by the Department on May 8, 2012, and filed with the Tompkins County Clerk on June 14, 2012. The County Recording Identifier number for this filing is 592872-001. A copy of the easement and proof of filing is provided in Appendix A.

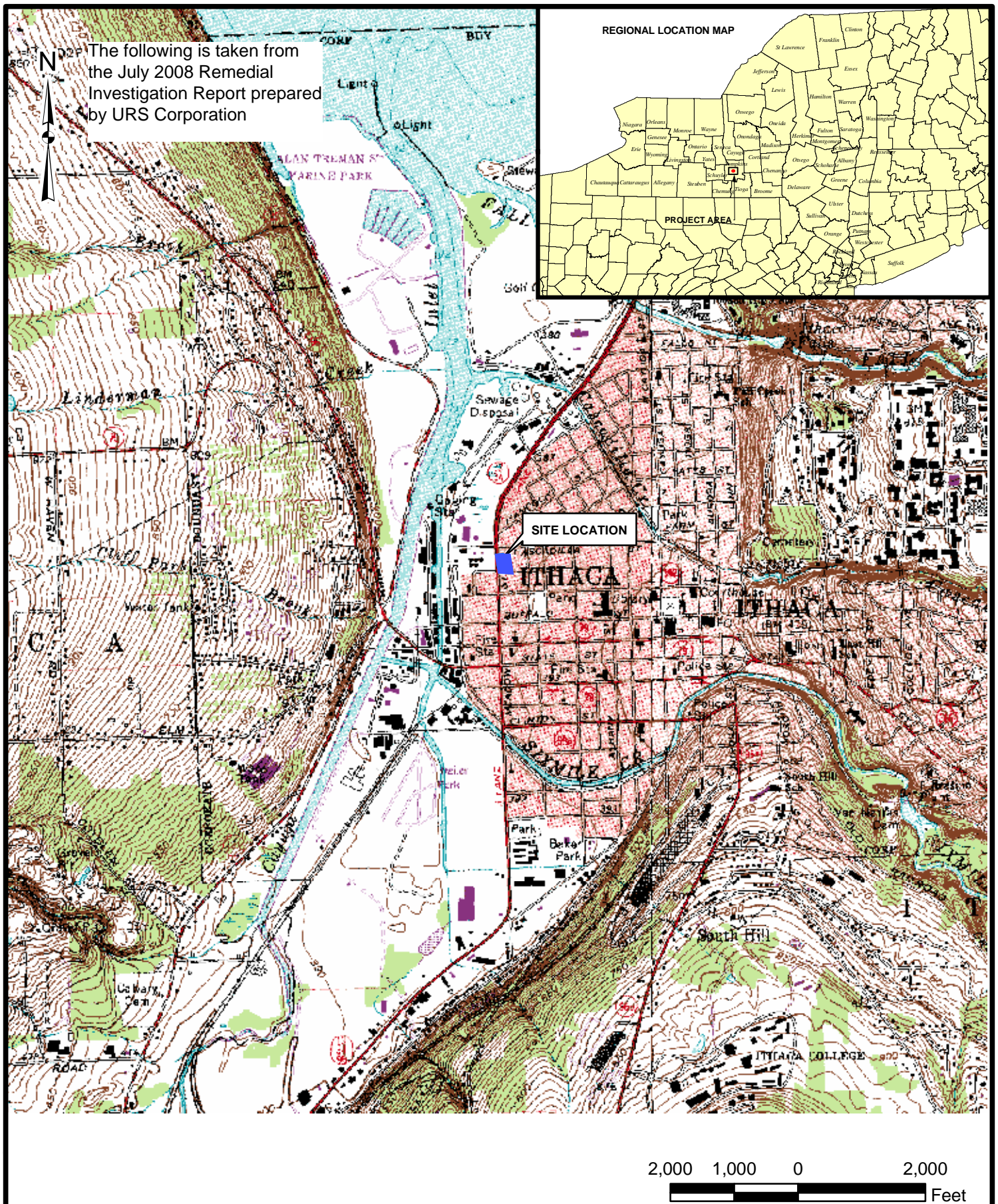
LIST OF FIGURES

- 1 Site Location Map and Site Plan
- 2 Remedial Investigation Groundwater Analytical Results
- 3 Remedial Investigation Soil Analytical Results

LIST OF APPENDICES

- A Environmental Easement
- B Digital Copy of the FER (CD)

FIGURES



FER
July 2012

CAMPAGNOLO PROPERTY
SITE LOCATION MAP

FIGURE 1



The following is taken from the
July 2008 Remedial
Investigation Report prepared
by URS Corporation

CASCADILLA ST

SITE BOUNDARY

RT-13 (N. MEADOW ST.)

SBL No. 51-1-18.1

SBL No. 51-1-18.2

ESTY ST

0 50 100 200
Feet

FER
July 2012

CAMPAGNOLO PROPERTY
SITE PLAN

FIGURE 1

The following is taken from the
June 2009 Feasibility Study
Report prepared by URS
Corporation



CASCADILLA ST

RT-13 (N. MEADOW ST)

CP-MW-03S

CP-GP-15

CP-GP-14

CP-MW-01S

CP-GP-06

CP-GP-07

CP-GP-05

CP-GP-08

CP-GP-04

CP-MW-02D

CP-GP-13

CP-GP-16

CP-GP-03

CP-GP-09

CP-GP-12

CP-GP-10

CP-GP-02

CP-GP-11

CP-GP-01

CP-MW-05S

CP-MW-04S

ESTY ST

Legend

- No Compounds Detected
- No Compounds Exceed Criteria
- At Least One Compound Exceeds Criteria

--- Site Boundary

Location ID:
CP-MW-02D

Criteria: 6 NYCRR Part 375.6: Remedial Program Soil
Cleanup Objectives, December 14, 2006;
Table 375-6.8(a), Unrestricted Use.

0 50 100 200
Feet

FER
July 2012

CAMPAGNOLO PROPERTY SITE
REMEDIAL INVESTIGATION
SOIL ANALYTICAL RESULTS EXCEEDING SOIL CRITERIA

FIGURE 3

APPENDICES



Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax: (607) 274-5445

Instrument Number
592872-001



No. of Pages: 12
(including this
cover page)

Receipt No. 592872

Date: 6/14/2012

Time: 02:06 PM

Document Type: EASEMENT/LEASE

Parties
To Transaction: CAMPAGNOLO-NEW YORK STATE

Town/City:

Delivered By:
REAL ESTATE CLOSING SERVICES

Return To:
REAL ESTATE CLOSING SERVICES

Deed Information

Taxable Consideration: \$0.00

State Transfer Tax: \$0.00

County Transfer Tax: \$0.00

RETT No.: 01729

State of New York
Tompkins County Clerk

Mortgage Information

Taxable Mortgage Amount:

Basic Mortgage Tax:

Special Mortgage Tax:

Additional Mortgage Tax:

Local Mortgage Tax:

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.



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

THIS INDENTURE made this 8th day of MAY, 2012, between Owner(s) Benedetto Campagnolo and Giuliana A. Campagnolo, both at 1209 Hanshaw Road, Ithaca, New York, 14850 (the "Grantors"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 503, 507-511 North Meadow Street in the City of Ithaca, County of Tompkins and State of New York, known and designated on the tax map of the County Clerk of Tompkins as tax map parcel numbers: Section 51 Block 1 Lot (s) 18.1 and 18.2, being the same as that property conveyed to Grantor by deed dated March 25, 1981 and recorded in the Tompkins County Clerk's Office in Book 582 at Page 443 [Parcel B] and deed dated the November 27, 1989 and recorded in the Tompkins County Clerk's Office in Liber 651 of deeds at page 1084. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.188 ± acres [Parcel A] and 0.259 ± acres [Parcel B], and is hereinafter more fully described in the Land Title Survey dated August 15, 2011 prepared by T. G. Miller P.C. Engineers and Surveyors, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Consent Order Index No. DER-755013-12-10, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

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

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

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

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

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

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

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

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

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

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

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

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

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

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

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

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

[6/11]

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the

[6/11]

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, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 755013
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

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

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

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

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

Grantor: Benedetto Campagnolo and Giuliana A. Campagnolo

By: Benedetto Campagnolo

Print Name: Benedetto Campagnolo

Title: SELF Date: 4/12/12

By: Giuliana Campagnolo

Print Name: Giuliana A. Campagnolo

Title: SELF Date: 4/12/12

Grantor's Acknowledgment

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

On the 12th day of April, in the year 2012, before me, the undersigned, personally appeared Benedetto Campanella, 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.

Edward A. Mazza
 Notary Public - State of New York

EDWARD A. MAZZA
 Attorney and Counselor at Law
 Reg. No. 4523006
 Qualified in Tompkins County
 Commission Expires May 31, 2014

Grantor's Acknowledgment


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

On the 12th day of April, in the year 2012, before me, the undersigned, personally appeared Guliano A. Campanella, 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.

Edward A. Mazza
 Notary Public - State of New York

EDWARD A. MAZZA
 Attorney and Counselor at Law
 Reg. No. 4523006
 Qualified in Tompkins County
 Commission Expires May 31, 2014

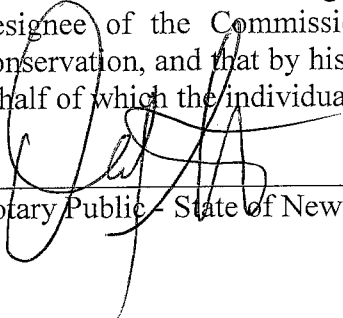
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

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

Grantee's Acknowledgment

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

On the 8th day of May, in the year 2012, before me, the undersigned, personally appeared Robert W. 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. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A"
ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

Physical Address: 503 & 507-511 North Meadow Street

Tax Map : 51-1-18.2 [Parcel A] and 51-1-18.1[Parcel B]

Measure Description Parcel A:

"Environmental Easement Area Description" Intended to be the same parcel conveyed in Deed recorded at Deed Book 651, page 1084.

BEGINNING at a railroad spike set at the intersection of the east line of North Meadow Street and the north line of Esty Street;

RUNNING THENCE North 13° 39' 39" East along the east line of North Meadow Street for a distance of 86.88 feet to a railroad spike set;

RUNNING THENCE South 75° 20' 34" East for a distance of 99.69 feet to a railroad spike set;

RUNNING THENCE South 13° 59' 01" West for a distance of 14.13 feet to a railroad spike set;

RUNNING THENCE North 76° 38' 14" West for a distance of 5.00 feet to a railroad spike set;

RUNNING THENCE South 13° 59' 01" West for a distance of 70.50 feet to a railroad spike set on the north line of Esty Street;

RUNNING THENCE North 76° 38' 14" West along the north line of Esty Street for a distance of 94.20 feet to the point and place of beginning of Parcel A.

Measure Description Parcel B:

"Environmental Easement Area Description" Intended to be the same parcel conveyed in Deed recorded at Deed Book 582, page 443.

BEGINNING at a railroad spike set at the intersection of the east line of North Meadow Street and the north line of Esty Street;

RUNNING THENCE North 13° 39' 39" East along the east line of North Meadow Street 86.88 feet to a railroad spike set at the POINT OF BEGINNING;

RUNNING THENCE South 75° 20' 34" East for a distance of 99.69 feet to a railroad spike set;

RUNNING THENCE North 13° 59' 01" East for a distance of 81.60 feet to a pin set with a cap;

RUNNING THENCE North 76° 09' 00" West for a distance of 33.98 feet to a pipe found;

RUNNING THENCE North 13° 44' 42" East for a distance of 48.18 feet to a pipe found;

RUNNING THENCE North 76° 24' 28" West for a distance of 66.23 feet to a railroad spike set on the east line of North Meadow Street;

RUNNING THENCE South 13° 39' 39" West along the east line of North Meadow Street for a distance of 128.08 feet to the point of beginning of Parcel B.

Record description Parcel A:

BEGINNING at the point of intersection of the east line of North Meadow Street with the north line of Esty Street;

RUNNING THENCE East along the north line of Esty Street, 94.2 feet to a point marking other premises of the grantees (Liber 616 of Deeds at Page 664);

RUNNING THENCE North 70.5 feet to a point;

RUNNING THENCE East 5 feet to a point;

RUNNING THENCE North 14.5 feet to other premises of the grantees (Liber 582 of Deeds at page 443);

RUNNING THENCE along the south line of said other premises of the grantees, about 99.2 feet to a point in the east line of North Meadow Street;

RUNNING THENCE South along the east line of North Meadow Street, 85 feet to the point or place of beginning.

Record description Parcel B:

BEGINNING at a point in the east line of North Meadow Street, 213.4 feet north from its intersection with the north line of Esty Street;

RUNNING THENCE South along the east line of North Meadow Street 128.4 feet to a point on the east line of North Meadow Street;

RUNNING THENCE East and along a line located five (5) feet south of the south foundation wall of a dry cleaning building known as Meadow Cleaners, 99.2 feet, more or less, to a point;

RUNNING THENCE North 80.4 feet to a point;

RUNNING THENCE West 28.6 feet to a point;

RUNNING THENCE North 48 feet to a point;

RUNNING THENCE West 70.8 feet to the point or place of beginning. Containing 11,364.5 square feet.

[illegible]

STATE OF NEW YORK
TOMPKINS COUNTY CLERK'S OFFICE } ss:

I, Aurora R. Valenti, Clerk of the County of Tompkins, of the County Court of said County, and of the Supreme Court, both Courts being Courts of Record having a common seal, do hereby certify that I have compared the within copy with the original entered 6-14-12 in this office, and that the same is a correct and true copy of said original, and of the whole thereof. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Courts, at Ithaca, New York 6-14-12

Aurora R. Valenti