



**GUTHRIE CLINIC (NORTH) PROPERTY
P-SITE CHARACTERIZATION REPORT**

**Corning, NY
NYSDEC Project ID 851062**

October 2024

Prepared for:

**Corning Incorporated
Corning, New York**

Prepared by:

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Certifications

I, Aimee Ruiter, certify that I am currently a Qualified Environmental Professional as defined in 6 New York Codes, Rules and Regulations (NYCRR) Part 375 and that this Site Characterization Report was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the Division of Environmental Remediation (DER) Technical Guidance for Site Investigation and Remediation (DER-10) and that all activities were performed in full accordance with the DER-approved work plan and any DER-approved modifications.

Executed on the ____ day of ____ 2024

AECOM

____ (Signature)

Senior Project Manager



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LIST OF ACRONYMS AND ABBREVIATIONS

AECOM	AECOM USA, Inc.
amsl	Above Mean Sea Level
ANSI	American National Standards Institute
ASP	Analytical Services Protocol
ASTM	American Society for Testing and Materials
BD	Business Development
bgs	Below Ground Surface
CAMP	Community Air Monitoring Plan
CFR	Code of Federal Regulations
cfs	Cubic Feet Per Second
DER	Division of Environmental Remediation
DoD	United States Department of Defense
DOE	United States Department of Energy
DUSR	Data Usability Summary Report
ELAP	Environmental Laboratory Approval Program
ETA	Eurofins Test America
ft	feet or foot
GPR	Ground Penetrating Radar
HASP	Health and Safety Plan
HUNT	Hunt Engineers, Surveyors and Architects
IDW	Investigation-Derived Waste
IRM	Interim Remedial Measure
LCS	Laboratory Control Sample
MARLAP	Multi-Agency Radiological Laboratory Analytical Protocols
mg/L	milligrams per liter
MS/MSD	Matrix Spike and Matrix Spike Duplicate
NELAP	National Environmental Laboratory Accreditation Program
NY	New York
NYCRR	New York Codes, Rules and Regulations
NYSDEC	New York State Department of Environmental Conservation



NYSDOH	New York State Department of Health
NYSDOT	New York State Department of Transportation
P	Potential
PAHs	Polycyclic Aromatic Hydrocarbons
PARCC	Precision, Accuracy, Representativeness, Completeness, and Comparability
PCB	Polychlorinated Biphenyl
PFAS	Per- and Polyfluoroalkyl Substances
PID	Photoionization Detector
PVC	Polyvinyl Chloride
QAPP	Quality Assurance Project Plan
QC	Quality Control
QSM	Quality Systems Manual
RCRA	Resource Conservation and Recovery Act
ROW	Right-of-Way
RPD	Relative Percent Difference
SCO	Soil Cleanup Objective
SDG	Sample Delivery Group
SOP	Standard Operating Procedure
SVOC	Semi-volatile Organic Compound
TAL	Target Analyte List
TCL	Target Compound List
TCLP	Toxicity Characteristic Leaching Procedure
TOGS	Technical and Operational Guidance Series
TPH	Total Petroleum Hydrocarbons
ug/kg	micrograms per kilogram
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
USNRC	United States Nuclear Regulatory Commission
VCA	Voluntary Cleanup Agreement
VOC	Volatile Organic Compound



YMCA

Young Men's Christian Association

DRAFT



1.0 INTRODUCTION

The Guthrie Clinic (North) Property (New York State Department of Environmental Conservation [NYSDEC] Project ID 851062) is located at 130 Centerway in Corning, Steuben County, New York (NY) as illustrated on Figure 1. The Corning Guthrie Medical Center provides primary care physicians and services specialized in family and internal medicine. The Guthrie Clinic (North) Property P-Site, which is located on the east side of the City of Corning, is approximately 1.3 acres and consists of a portion of one tax parcel (Tax Map IDs: 318.05- 02-002.000) hereinafter referred to as the “Site.” The Site is bounded to the south by the northern boundary of the Guthrie Center Way Property (NYSDEC Project ID 851051). Improvements on the Site include a parking lot.

The Site has been classified by NYSDEC as a State Superfund Program Classification P (potential) site based on anecdotal reporting from multiple residents in the area that large quantities of waste were excavated during construction of the Guthrie Medical Center in the late 1980s from an area that was extensively filled from the 1930s or earlier to the early 1960s. Corning Incorporated, which was formerly known as Corning Glass Works, historically owned the Site property. NYSDEC requested that Corning Incorporated perform preliminary characterization activities at the Site. The current Site boundaries, representing the area included in the investigation, are illustrated on Figure 2.

On behalf of Corning Incorporated, AECOM USA, Inc. (AECOM) prepared a Guthrie Clinic (North) Property P-Site Characterization Work Plan (Work Plan) dated October 2020 (AECOM, 2020). In 2021, Corning Incorporated entered into an Order on Consent and Administrative Settlement with NYSDEC (NYSDEC, 2021) to implement the Work Plan and submit a Records Search Report for the Guthrie Clinic (North) Property (Records Search). The Records Search Report was submitted in January 2022 (AECOM, 2022). This Site Characterization Report documents the characterization activities conducted at this property by AECOM between March 2023 and August 2023.

1.1 Characterization Objectives

NYSDEC requested that Corning Incorporated perform preliminary characterization activities at the Site to gather sufficient information to determine whether the Site poses little or no threat to public health and the environment or if it poses a threat and, if so, whether the threat requires



further investigation in accordance with the Division of Environmental Remediation (DER)-10 requirements of the NYSDEC DER-10 Technical Guidance for Site Investigation and Remediation (NYSDEC, 2010).

The purpose of the characterization activities outlined in the Work Plan is to assess whether a layer of fill material containing ash, brick and/or glass¹ is present at the Site and, if present, the nature and extent of the layer of that fill material. The characterization activities described herein are designed to assess the nature and extent of fill that may be encountered at the referenced property and to obtain data necessary for understanding the current conditions and associated potential exposure pathways.

The specific objectives of the Work Plan are as follows:

1. Evaluate the potential presence of fill material containing ash, brick and/or glass;
2. Assess the nature and extent of fill material containing ash, brick and/or glass, if found; and
3. Assess potential exposure pathways, in the event that a layer of fill material containing ash, brick and/or glass is found.

1.2 Organization of This Document

This Site Characterization Report is organized into the following sections:

- **Section 1 – Introduction:** This section contains an overview of the project and the objective of the characterization activities that occurred.
- **Section 2 – Background:** This section contains a history of the Site, a summary of the historical records reviewed to date, and a brief description of the referenced property's environmental setting including land use, topography and drainage, geology, hydrogeology, and ecological setting.
- **Section 3 – Site Characterization:** This section contains details of the preliminary activities, geophysical survey, soil sampling activities, groundwater sampling

¹ A "layer of fill material containing ash, brick, and/or glass" is defined as a non-native material containing ash, brick, and/or glass with a thickness of greater than 1 inch.



activities, investigation derived waste, restoration following investigation, equipment decontamination, and work plan deviations.

- **Section 4 – Data Validation:** This section contains a summary of the data validation requirements and results.
- **Section 5 – Data Evaluation:** This section includes field observations and comparisons of concentrations to standards, criteria, or guidance values.
- **Section 6 – Conclusions:** This section contains results of the characterization activities that were completed at the site.
- **Section 7 – References:** This section provides a list of references cited in this Site Characterization Report.



2.0 BACKGROUND

In 2015, NYSDEC classified the Guthrie Clinic (North) Property as a State Superfund Program Classification P (potential) site. The Guthrie Clinic (North) Property was classified as a P site based upon:

“anecdotal reporting by multiple residents in the area ... that large quantities of glass waste were excavated during the construction of the Guthrie Medical Center building in the late 1980s” in conjunction with the surrounding area being an low-lying area *“extensively filled from the 1930s, or earlier, to the early 1960s.”* (NYSDEC, 2015)

To better understand the potential for fill material containing ash, brick and/or glass to be present at the Guthrie Clinic (North) Property, the history of manufacturing in the area and historic aerial photographs were reviewed and a Records Search Report was prepared (AECOM, 2022). A summary is provided below.

2.1 City Of Corning Manufacturing History

The City of Corning has a long history of manufacturing, particularly in brick and glassmaking. Historical references indicate that, in the late 1800s and early 1900s, one of the country’s largest brick manufacturers and more than sixty glass manufacturers were located in the City of Corning (Dimitroff and Janes, 1991) (Sinclair & Spillman, 1997), including Corning Incorporated, which was formerly known as Corning Glass Works. During that time frame, coal was the primary fuel source in the Corning, NY area, and most of the local industries and municipalities used coal to heat their furnaces. In the early 1900s, when natural gas was introduced to the region, some industries converted their fuel sources to natural gas.

Between 1949 and at least 1968, the City of Corning (the City) operated a municipal incinerator that created significant volumes of ash. Additionally, historical City Council meeting minutes indicate that the City applied ash and cinders to roadways within the City for various purposes, including but not limited to, controlling ice during the winter months during, at least, the mid-1950s (City of Corning, 1936; 1941; 1950: 1958; 1959).

Several times during the City of Corning’s history, the Chemung River overflowed its banks. This resulted in construction and improvement of flood control structures along the Chemung River on multiple occasions, including in the mid-1940s and again after Hurricane Agnes in the mid-1970s,



according to United States Army Corps of Engineers (USACE) records (USACE, 1941; USACE, 1973). Such construction efforts would have likely required the import of significant volumes of material of uncertain origin, the removal or relocation of material deemed unsuitable as foundation for earthworks, the creation and filling of borrow areas from which soils suitable for construction were obtained, and other potential grading and filling activities (USACE, 1941; USACE, 1973).

2.2 Site History

According to the Records Search, the property was privately owned in 1946 when it was sold to William R. Lanphear of Lanphear Construction Company. The larger property was split into smaller lots and the portion now occupied by Guthrie Clinic (North) was developed into six residential properties. A copy of the Abstract of Title is provided in Appendix A. The history of the property from 1891 to 1942 is not discernible from aerial photograph records; however, the aerial photographs suggest that the development of the property began between 1942 and 1952. Areas of disturbance can be observed on the May 11, 1942 aerial map between Pyrex Street, Corning Boulevard, and what was then known as North Pine Street and later renamed Centerway. The nature of these disturbances is unknown; however, the property appears to be undeveloped until the 1952 aerial photograph which shows the Site area with six residential properties and a roadway. According to the deeds, these six properties were sold by William R. Lanphear (or his estate) to separate individuals between 1946 and 1955. The six residences remained through the 1968 aerial photograph. All six of the properties were sold to the City of Corning Urban Renewal Agency between 1973 and 1974. The combined properties were then acquired by Corning Glass Works in 1981 and were owned by Corning Glass Works until they were sold to Corning Enterprise, Inc in 1987. The properties were acquired by Guthrie Clinic, Inc. in 1988. By the 1995 aerial photograph, the current property structure, with a large building surrounded primarily by parking lots on all sides, is visible. This structure remains relatively unaltered in the current aerial photographs.



2.3 Environmental Setting

2.3.1 Land Use

The Site shares a tax parcel with the Guthrie Center Way Property site and is zoned as business development (BD) by the City of Corning. The land area zoned BD is generally concentrated west and south of Centerway and is typically represented by small businesses and retail stores.

Residential properties are located directly north of the property and approximately 50 feet east across Pyrex Street. The Corning Fire Department property, on the other side of the Guthrie Center Way Property, is approximately 450 ft to the south across Corning Boulevard and is zoned for public conservation. To the west is the Corning Museum of Glass zoned for BD. The zoning of the Site and surrounding properties is shown in Figure 3.

2.3.2 Topography And Drainage

The Site and its surrounding area are relatively flat with a slight topographic gradient to the south. The Corning, New York 1976 United States Geological Survey (USGS) 7.5-minute topographic quadrangle map indicates that the Site is approximately 932 ft above mean sea level (amsl). Within a one-mile radius of the property, the ground surface elevation ranges from 905 ft amsl to 1,475 ft amsl, with steep elevation changes to the north, east, and south.

Surface water in the vicinity of the Site is collected in storm water drains and generally flows south/southeast toward the Chemung River. Storm water is believed to be conveyed to the river through a storm drain(s) located at the eastern end of Corning Boulevard. Surface water from the confluence of Post Creek and the Chemung River flows southward to where it ultimately joins the Susquehanna River.

2.3.3 Geology

The Site is located in the Chemung River valley and contains predominately sand and gravel deposits of glaciofluvial origin and more recent alluvial deposits. In the vicinity of the Guthrie Clinic (North) Property, a low-permeability, lacustrine silt and clay layer (approximately 10 ft thick) appears to be present about 30 ft below ground surface (bgs) (Miller et al., 1982). The river valley deposits are on the order of 100 ft thick in the vicinity of the Guthrie Clinic (North) Property. These river valley deposits are underlain by low-permeability shale/siltstone bedrock (Miller et al, 1982).



2.3.4 Hydrogeology

The saturated portions of the Chemung River valley deposits are recharged principally by infiltration of precipitation. This valley-filled glacial/alluvial aquifer is generally unconfined (i.e., the water table forms the upper boundary of the aquifer) and saturated approximately to the level of nearby rivers (such as the Chemung River) (Olcot, 1995). At the Site, the depth to the water table was observed from 19 to 22 ft bgs; however, groundwater levels may be deeper where supply wells actively extract groundwater from the valley aquifer. Groundwater in the valley aquifer generally flows toward and discharges to nearby rivers/creeks; however, groundwater flow directions are locally altered by supply well withdrawals from the valley aquifer (Haley & Aldrich of New York, 2003).

2.3.5 Ecological Setting

Most of the Site is composed of a terrestrial cultural ecological community created and maintained by human activities and has been modified by human influence to such a degree that the physical conformation of the substrate and the biological composition of the resident community is substantially different from the character of the substrate or community that existed prior to human influence. The ground cover at the Site is comprised primarily of a paved parking area with groomed landscaping and trees.

The Chemung River is about 750 ft south of the Site and has a drainage area of approximately 2,006 square miles. Based on 38 years of records, measured daily flows range from a minimum of 640 cubic feet per second (cfs) to 20,200 cfs with median and mean flows of 1,820 and 3,620 cfs. The Chemung River is designated as Class C water in the New York State classification system (USGS, 2014).



3.0 SITE CHARACTERIZATION

The site characterization activities were conducted on the Site. Written consent granting access between Corning Incorporated and the Guthrie Clinic Ltd. for the Site was obtained prior to the field investigation. In order to minimize disruption to the Guthrie Clinic, and as requested by the owner, field work on the Guthrie Clinic property was only performed after 12:30 pm on weekends.

To characterize the Site, and meet the characterization objectives, a combination of activities were performed including surface and subsurface soil sampling and groundwater sampling. The methodologies were outlined in the Work Plan.

Criteria for selecting soil borings, monitoring wells, and soil sampling locations (i.e., drilling locations) were based on the specific characterization objectives for the Site. The locations were chosen to cover the horizontal extent of the Site. The final selection of drilling locations was dependent on securing the necessary clearances, written agreement for access, permits, and approvals. Any necessary adjustments in the field were implemented in consultation with NYSDEC based upon a variety of factors including field conditions, access, selected subcontractor equipment, and/or other necessary adjustments. NYSDEC was notified of proposed significant changes or deviations from the Work Plan and NYSDEC approval was obtained prior to implementation.

The sampling locations were surveyed by a New York State-licensed surveyor, Hunt Engineers, Surveyors and Architects (HUNT). A Community Air Monitoring Plan (CAMP) was implemented during ground intrusive activities to provide a measure of protection for the downwind community and residents from potential airborne particulate or contaminant releases.

3.1 Utility Clearance and Geophysical Surveys

Prior to the start of field activities and mobilization, utility maps were reviewed. The Site Characterization field activities were conducted in accordance with the site-specific Health and Safety Plan (HASP). A geophysical survey of the Site was performed by Advanced Geological Services, Inc. prior to initiating intrusive activities, and the results of the survey are included in Figure B-1 in Appendix B. When necessary, electrical cable and pipe locator instruments were used with underground utility maps, magnetometer readings, and ground penetrating radar (GPR) to determine if utilities underlie the proposed drilling locations. The sample locations were



recorded by HUNT, a New York State-licensed surveyor. The drillers, Cascade Drilling, L.P. and Matrix Environmental Technologies Inc., contacted Dig Safely NY to place a location request prior to the field work.

3.2 Soil Sampling Activities

Soil characterization activities included a combination of soil boring and surface soil sampling. The number of soil sampling locations is described in the following subsection. The locations are shown on Figure 4. The investigation program has taken into consideration that most of the Site is covered by an asphalt parking lot.

In accordance with the NYSDEC-approved Community Air Monitoring Plan (CAMP) in the Work Plan, perimeter air monitoring for dust particles was conducted at two stations, one generally located upwind, and one generally located downwind of any intrusive characterization activity. The results of the monitoring are provided in Appendix C. There were no exceedances of the action levels.

3.2.1 Soil Borings

To characterize subsurface conditions at the Site, six soil borings were installed (GCNPSB001 through GCNPB006). The locations of these six soil borings are shown on Figure 4. All six soil borings were installed within the Guthrie Clinic property boundaries.

The six soil borings were advanced via Geoprobe drilling technologies to approximately 15 ft bgs or deeper, as needed, to reach native material. Geoprobe drilling technology was used to minimize the quantity of investigation-derived waste (IDW) generated during field activities.

At each Geoprobe boring location, soil sampling was conducted on a continuous basis from the ground surface to a maximum depth of 25 ft using a 2-inch diameter, 5-ft-long macrocore sampler. Retrieved soil samples were examined in the field for physical description by a qualified AECOM geologist and screened for volatile organic compounds (VOCs) using a photoionization detector (PID). The description was prepared using the Unified Soil Classification System (American Society for Testing and Materials [ASTM] D2487, 2017), and included color, moisture content, texture, layering, etc. If non-native material was present in the sample, it was noted and described (type, color, texture, moisture content, etc.) and if a layer of fill material containing ash, brick and/or glass was present, it was also noted in the field logs. Descriptions of the collected samples



were recorded in the field log book or soil boring log form, as presented in Table 1. Photographs of the soil cores were also taken and are included in a photo log in Appendix D.

If a layer of fill material containing ash, brick and/or glass was encountered while drilling a soil boring, soil samples were collected from the following intervals: one sample was collected from 0 to 6 inches bgs excluding the ground cover or sod layer; one sample was collected from the soil, if present, at 6 to 12 inches bgs excluding the ground cover, sod layer, or asphalt parking lot and its subbase material; one sample was collected from the soil, if present, at 12 to 24 inches bgs; one sample was collected from each layer of observed fill material; and one sample was collected from the native material immediately beneath the layer of fill material. Samples from soil boring locations where a layer of fill material containing ash, brick and/or glass was observed were analyzed for Target Analyte List (TAL) metals, Target Compound List (TCL) semi-volatile organic compounds (SVOCs) and Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation Recovery Act (RCRA) metals. In addition, for purposes of general site characterization, approximately 20 percent of the soil samples were analyzed for the full suite of parameters: total metals and mercury, SVOCs, VOCs, polychlorinated biphenyls (PCBs), herbicides and pesticides, per- and polyfluoroalkyl substances (PFAS), and total petroleum hydrocarbons (TPH).

In soil borings where no layer of fill material containing ash, brick and/or glass was encountered, soil samples were collected from the following intervals: one sample was collected from 0 to 6 inches bgs excluding the ground cover or sod layer; one sample was collected from the soil, if present, at 6 to 12 inches bgs, excluding the ground cover, sod layer, or asphalt parking lot and its subbase material; one sample was collected from the soil, if present, at 12 to 24 inches bgs, excluding the ground cover, sod layer, or asphalt parking lot and its subbase material; and one sample was collected from the native material at depth. Samples from soil boring locations where no layer of ash, brick and/or glass was encountered were analyzed for TAL metals and SVOCs. In addition, for purposes of general site characterization, approximately 20 percent of the soil samples were analyzed for the full suite of parameters.

Soil samples and appropriate quality control (QC) samples (e.g., duplicate samples) were collected from the sampling cores, homogenized, placed in appropriate sample containers in iced coolers,



and shipped with completed chain-of-custody documentation to Eurofins TestAmerica Laboratories, Inc. in Buffalo, New York (ETA) for analysis.

3.2.2 Shallow Samples

To characterize surface conditions at the Site, seven shallow soil borings were installed (GCNPSS001 through GCNPSS007). The locations of these seven shallow soil borings are shown on Figure 4. Surface soil samples were collected for analysis from 0 to 6 inches bgs excluding the ground cover or sod layer. Shallow soil samples were collected for analysis from 6 to 12 inches bgs and 12 to 24 inches bgs excluding the ground cover or sod layer.

Shallow soil samples were collected using a Geoprobe rig. Shallow soil samples and appropriate QC samples (e.g., duplicate samples) were homogenized, placed into appropriate sample containers in iced coolers, and shipped with completed chain-of-custody documentation to ETA in Buffalo, NY for analysis. The soil was described using the Unified Soil Classification System (ASTM D2487, 2017) noting the color, moisture content, texture, layering, evidence of disturbance (foreign debris), and the distribution/abundance of roots. Prior to sample collection, gross vegetative matter was removed (i.e., sod layer). Photographs of the soil cores were also taken and are included in a photo log in Appendix D.

If a layer of fill material containing ash, brick and/or glass was encountered in a shallow soil sampling location, the following soil samples were collected: one sample was collected from 0 to 6 inches bgs excluding the ground cover or sod layer; one sample was collected from the layer of observed fill material containing ash, brick and/or glass; and one sample was collected from the native material immediately beneath the layer of fill material (if present). Samples from soil boring locations where a layer of fill material containing ash, brick and/or glass has been observed were analyzed for TAL metals and TCL SVOCs.

In shallow soil sampling locations where no layer of fill material containing ash, brick and/or glass was encountered, the following soil samples were collected: one sample was collected from 0 to 6 inches bgs excluding the ground cover or sod layer; one sample was collected from the soil, if present, at 6 inches to 12 inches bgs, excluding the ground cover, sod layer, or asphalt parking lot and its subbase material; and one sample was collected from the soil, if present, at 12 inches to 24



inches bgs. Samples from soil boring locations where no layer of fill material containing ash, brick and/or glass was encountered were analyzed for TAL metals and TCL SVOCs.

3.3 Groundwater Sampling Activities

Three monitoring wells were installed to estimate groundwater flow direction (GCNPMW01, GCNPMW02, and GCNPMW03). The locations of the wells are shown on Figure 4. Groundwater samples were analyzed for the full suite of contaminants: total metals and mercury, SVOCs, VOCs, PCBs, herbicides and pesticides, TPH and emerging contaminants (i.e., PFAS and 1,4-dioxane). The groundwater monitoring well installation/sampling was independent of soil sampling but occurred during the same field mobilization.

Groundwater monitoring wells were installed using hollow-stem auger drilling techniques. At the drilling location, the hollow-stem augers were extended from ground surface to approximately 10 ft below the water table. Final well depths between 25 and 30 feet bgs were determined in the field based upon the estimated depth to water table as evident from the drill cuttings. Prior to drilling the wells with a Geoprobe rig, soil cores were collected for physical description by a qualified AECOM geologist and were screened for VOCs with a PID.

Unlike the soil sampling which utilized direct push drilling, the monitoring wells were installed with hollow stem augers. Upon reaching the final depth using the hollow-stem auger, the well components were placed within the augers. Well components consisted of 10 ft of 2-inch diameter, 0.010-inch slot polyvinyl chloride (PVC) screen and the appropriate length of PVC riser piping. Following placement of the well components in the hollow-stem augers, a filter pack consisting of clean quartz sand was placed from the bottom of the well screen to approximately 2 ft above the top of the well screen. A bentonite seal (approximately 2-ft thick) was then placed above the filter pack. The remainder of the annular space above the bentonite seal was backfilled with bentonite chips or a cement/bentonite grout mixture to ground surface using a tremie rod. Each well was completed flush to the ground within a water-tight well box. Locks were placed on all wells.

After each new monitoring well was installed, it was developed using a submersible pump to surge and pump the well until the purged groundwater was relatively clear. New monitoring wells were allowed to set for at least 24 hours prior to development. Following well development, the new



monitoring wells were horizontally and vertically (top of casing and ground surface) located by HUNT, a surveyor licensed in the State of New York on August 12, 2023.

Prior to collection of groundwater samples for analysis, one round of water level measurements was collected from all monitoring wells that were installed on the Site. A clean electronic water-level indicator was lowered into each well to determine depth to water and the top of casing elevation was used to calculate the groundwater elevation. The elevations are provided in Table 3.

Two rounds of groundwater samples for laboratory analysis were collected on August 12, 2023 and November 4, 2023 from the three new monitoring wells. The initial round of monitoring well sampling was performed more than two weeks after completion of new well development. Monitoring well samples were collected using low-flow, low-turbidity sampling procedures.

Groundwater samples and appropriate QC samples were placed in coolers with ice and shipped with completed chain-of-custody documents to ETA for analysis. In accordance with the approved Work Plan, the groundwater was analyzed for TAL Metals and mercury, TCL SVOCs, TPH, PCBs, Herbicides/Pesticides, PFAS, and VOCs.

3.4 Soil Sample and Monitoring Well Borehole Restoration

The soil sample boreholes were backfilled with bentonite and were completed at the surface using similar appropriate material (i.e., topsoil, grass/sod, or asphalt). The monitoring well boreholes that were advanced for soil characterization were temporarily backfilled with sand and capped with asphalt prior to the installation of the monitoring wells.

3.5 Equipment Decontamination

The non-dedicated sampling equipment including the macrocore shoe, and the drilling equipment (drill rods and macrocore samplers) were decontaminated by washing with phosphate-free detergent and rinsing with distilled water prior to and between sampling locations. Drilling equipment (augers) used for the installation of the monitoring wells was decontaminated by washing with a pressure washer at the staging area. Equipment decontamination methods were conducted both before and after each sample was collected and prior to leaving the site. Decontamination fluids were collected and contained in sealed containers (e.g., drums or other appropriate containers).



3.6 Investigation-Derived Waste (IDW)

The soil and water IDW was handled in accordance with DER-10 Section 3.3. Drill cuttings and other soil and water generated during investigation activities (including dedicated/disposable sampling equipment and personal protective equipment) were collected and containerized in sealed containers (e.g., drums or other appropriate containers) daily. The filled containers were staged at the NYSDEC-approved staging area (397 Woodview Avenue, Corning, New York).

Soil samples of the IDW were analyzed for TCLP metals. Soil from borings with observations of green glass were placed in a separate drum that was also analyzed for uranium isotopes. Wastewater streams were analyzed for total metals and SVOCs. The results were compared to the 40 Code of Federal Regulations (CFR) 261.24 standards for defining toxicity characteristic waste. Based on disposal profile sample results, the IDW was characterized as non-hazardous. The uranium sample results were within background levels.

3.7 Green Remediation Techniques

NYSDEC's DER-31 Green Remediation Policy requires that green remediation concepts and techniques be considered during all stages of the remedial program, including site characterization, with the goal of improving the sustainability of the remediation. The following green remediation techniques were used during site characterization activities:

- Energy usage: the work was completed during daylight hours, when possible, reducing the need for site lighting.
- Emissions: fuel usage for transportation was minimized by using local staff, when possible.
- Water usage was primarily limited to decontamination of equipment.
- Land and/or ecosystems: investigation activities were within commercial areas and restored to pre-existing conditions. There was no disturbance of ecosystems as part of the investigation.

3.8 Work Plan Deviations

Minor modifications were made in the field procedures and sample collection and lab procedures outlined in the Work Plan based on a variety of factors, including field conditions, access limitations, and changes to approved standard operating procedures. Modifications made in the



field were approved through email communications or telephone calls with the NYSDEC Project Manager prior to the field activities. The following modifications were made in the field:

- The soil samples were collected using 5-ft macrocores instead of the 4-ft macrocores.
- 5-ft macrocore sampling was used in monitoring well lithology characterization in lieu of 2-ft split spoons.
- The drilling company used phosphate-free detergent and distilled water to decontaminate some of the drilling equipment. The drilling subcontractor decontaminated the macrocore cutting shoe by hand with an Alconox/water solution. The macrocores used for soil samples were not steam-cleaned since the macrocores contain sleeves that separate soil samples from the macrocore rods.
- Prior to monitoring well installation, boreholes that were advanced for soil characterization were temporarily backfilled with sand and capped with asphalt.
- At SB003, the laboratory reported that there was not enough material in the sample collected on March 19, 2023 from the 6-7 ft depth range to analyze for the additional parameters (i.e., VOCs, PCBs, herbicides and pesticides, PFAS, and TPH). The sample was recollected on March 25, 2023 and a sample was submitted for the additional analyses.
- During monitoring well installation, the drilling subcontractor completed monitoring wells by filling the annular space above the filter pack with bentonite chips instead of tremie pipe-installed grout.

The following lab modifications were made to the sample collections and laboratory analyses:

- Boron was not reported in the soil or the August 2023 groundwater sampling results. There are no NYSDEC SCOs for boron in soil. There is a standard for groundwater. The November 2023 round of groundwater sampling has reported boron analyses.
- The TPH method was revised to the approved method for soil characterization instead of disposal.
- The PFAS method was revised to be consistent with the latest NYSDEC guidance.



4.0 DATA VALIDATION

The analytical data were reported by the lab in 14 lab data deliverable packages. Analytical results for the samples are reported in the ETA laboratory data packages for the following Sample Delivery Groups (SDGs): 480-207052-1, 480-207052-2, 480-207092-1, 480-207261-1, 480-207261-2, 480-207261-3, 480-207261-5, 480-207442-1, 480-209126-2, 480-211847-1, 480-211867-1, 480-211867-2, 480-214639-1, and 480-214639-2. The packages were reviewed and validated in accordance with the Quality Assurance Project Plan (QAPP) included in Appendix D of the Work Plan. AECOM submitted Final Data Usability Reports (DUSRs) (AECOM, 2023 and AECOM, 2024) on December 6, 2023 and March 7, 2024. The data deliverable packages were provided to NYSDEC concurrent with the DUSRs.

The samples were analyzed by the ETA laboratories. For the non-radiological analyses, the ETA laboratories are certified to conduct project analyses through the New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) and the National Environmental Laboratory Accreditation Program (NELAP). For the radiological analyses, the ETA St. Louis laboratory is accredited by the American National Standards Institute (ANSI) National Accreditation Board (Certificate Number: L2305) in accordance with ISO/IEC 17025:2017 and the United States Department of Defense (DoD)/Department of Energy (DOE) Consolidated Quality Systems Manual (QSM) for Environmental Laboratories (DoD QSM V5.4) (United States DoD/DOE, 2021) for applicable radioanalytical methods. Sample preparation, extraction, and analyses were performed using ETA standard operating procedures (SOPs) in accordance with United States Environmental Protection Agency (USEPA) and DOE methods.

The sample analytical results were validated by AECOM to ensure adherence to the required protocols and to evaluate usability. Data validation is performed in accordance with the requirements of the NYSDEC DER-10 Technical Guidance for Site Investigation and Remediation (NYSDEC, 2010) and in accordance with method and QAPP specifications, USEPA Region II SOPs, and the guidance set forth in the USEPA National Functional Guidelines for Inorganic Superfund Methods Data Review (ISM02.4), EPA-542-R-20-006 (USEPA, 2020a), NYSDEC Sampling, Analysis, and Assessment of Per- and Polyfluoroalkyl Substances (PFAS) Under NYSDEC's Part 375 Remedial Programs (NYSDEC, 2023), the USEPA National Functional Guidelines for Organic Superfund Methods Data Review (SOM02.4), EPA-540-R-20-005



(USEPA, 2020b), and the guidance set forth in the United States Nuclear Regulatory Commission (USNRC) Multi-Agency Radiological Laboratory Analytical Protocols (MARLAP) Manual - Volume 1 (USNRC, 2004). Any exceptions were noted.

The laboratory data deliverable packages were reviewed for factors including completeness, adherence to holding times, and comparison with chain-of-custody. Laboratory data package review included the following activities:

- Review of laboratory-supplied data packages for completeness.
- Review of chain-of-custody documents to verify sample identities.
- Review of sample log-in documents to identify potential problems with factors including custody seals, container integrity, sample preservation, and labeling.
- Review of sample analysis methods and holding times.
- Review of method blank data to determine the presence of sources of contamination in the analytical process, where applicable.
- Review of laboratory control sample (LCS) data as a measure of analytical accuracy, where applicable. LCS data were compared to the certified acceptable ranges of analytical values.
- Review of matrix spike and matrix spike duplicate (MS/MSD) data to evaluate the potential for matrix effects as a measure of analytical accuracy and sample homogeneity as a measure of analytical precision. MS/MSD data were compared to laboratory acceptance criteria for the maximum relative percent difference (RPD), where applicable.
- Determination of completeness as a percentage of measurements made which are judged to be valid measurements compared to the total number of measurements planned, where applicable.
- Review of samples and sample duplicate data as a measure of sample homogeneity and as a measure of analytical precision.
- Review of data summary sheets and qualifiers for consistency with raw data and qualifier definitions.



- Review of equipment rinsate and trip blank data to determine if contamination was introduced in the field or by the equipment used to collect the samples.

The verification of the analytical data packages and the data validation procedures performed met the requirements of the DER-10 Appendix 2B guidance and indicated the following:

- The laboratory data packages are complete and meet the requirements of a NYSDEC Analytical Services Protocol (ASP) Category B data deliverable unless otherwise noted in the appended Data Validation Memos.
- All holding times were met unless otherwise noted in the DUSRs.
- All QC data including blanks, calibration standards, instrument tunings, calibration verifications, spike recoveries, replicate analyses, laboratory controls, and sample data fall within the protocol limits and specifications unless otherwise noted in the DUSRs.
- Evaluation of the raw data confirms the results provided in the data summary sheets and quality control verification forms unless otherwise noted in the DUSRs.
- Correct data qualifiers consistent with the NYSDEC ASP or MARLAP have been used in the analytical data packages or have been subsequently applied in the validated analytical results summary tables.

Based on validation, the qualified sample results are usable as estimated values in conjunction with the qualifiers presented and discussed in the DUSRs (AECOM, 2023 and AECOM 2024). Rejected sample results are considered unusable. Sample results to which validation qualifiers were not applied met the criteria for those QC parameters that were evaluated. The data qualifications resulting from the data validation review and statements on the laboratory analytical precision, accuracy, representativeness, completeness, and comparability (PARCC) are discussed in the DUSRs. The validated results are presented in this Site Characterization Report.



5.0 DATA EVALUATION

A total of 49 soil samples and six groundwater samples and their associated QC samples were collected from the Guthrie Clinic (North) between March and November of 2023. Analyses were performed for total metals, SVOCs, VOCs, PCBs, herbicides and pesticides, PFAS, TPH, and TCLP metals.

5.1 Field Observations

Of the 15 boring locations (five soil borings, seven shallow soil borings, two monitoring wells, and one co-located soil boring and monitoring well location), five locations (one soil boring and four surface soil locations) did not have any ash, brick and/or glass observations and 10 locations had layers (1 inch or thicker) of ash, brick and/or glass. A summary of the soil boring observations is provided in Table 1. The boring logs are provided in Appendix B. Geological cross sections showing the layers of ash, brick, and/or glass within the soil boring samples are shown in Figure 5. The data indicate that the fill material containing a layer of ash, brick and/or glass is present throughout the site. The depth of the observations varied across the site, in the southwest quadrant the observations were below 1 ft bgs and in the northeast quadrant the observations were both above and below 1 ft bgs as shown in Figure 6.

5.2 Comparison to Standards

A total of 49 soil samples were collected at 13 locations. The concentrations were compared to New York Codes, Rules and Regulations (NYCRR) Subpart 375-6 Unrestricted soil cleanup objectives (SCOs) and Commercial SCOs for total analyte results and 40 CFR 261.24 toxicity characteristic standards for TCLP results. The results for analytes with exceedances of one or more of these criteria are shown for all samples in Table 2.

Unrestricted SCOs: A total of 48 soil samples were collected and analyzed for total metals and SVOCs. Twenty of the samples had total metals detected at concentrations exceeding at least one Unrestricted SCO and five of the samples had SVOCs detected at concentrations exceeding Unrestricted SCOs. The metals with detected concentrations exceeding Unrestricted SCOs are: arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, and zinc. The SVOCs with detected concentrations exceeding Unrestricted SCOs, which were all polycyclic aromatic hydrocarbons (PAHs), are: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene,

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benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, and indeno(1,2,3-c,d)pyrene. The additional parameters were analyzed for in nine samples. Three pesticides had detected concentrations exceeding Unrestricted SCOs. Pesticide concentrations exceeded Unrestricted SCOs in two samples. At GCNPSB001 at 12 to 24 inches bgs there were concentrations of p,p'-DDE (11 micrograms per kilogram [ug/kg]) and p,p'-DDT (6.4 ug/kg) greater than the Unrestricted SCOs for p,p'-DDE of 3.3 ug/kg and p,p'-DDT of 3.3 ug/kg. The concentrations were significantly less than the protection of groundwater standards for p,p'-DDE of 17,000 ug/kg and p,p'-DDT of 8,900 ug/kg. At GCNPSB006 at 12 to 27 inches bgs, alpha-chlordane was detected at 140 ug/kg which is greater than the Unrestricted SCO of 94 ug/kg but significantly less than the protection of groundwater standard of 2,900 ug/kg. The locations with exceedances of the Unrestricted SCOs were distributed across the Site as shown on Figure 6. In accordance with the NYSDEC-approved Work Plan, when native soil was encountered in a soil boring it was sampled and analyzed. Native soil was encountered near the bottom of all six soil borings at the Site. The concentrations in these six native soil samples were all less than the Unrestricted SCOs. The analytical results with highlighted SCO exceedances are provided in Table 2 and shown in Figure 7.

Commercial SCOs: A total of 48 soil samples were collected analyzed for total metals and SVOCs. Fourteen of the samples had total metals detected at concentrations exceeding at least one Commercial SCO and four of the samples had SVOCs detected at concentrations exceeding Commercial SCOs. The three metals with detected concentrations exceeding Commercial SCOs are: arsenic, cadmium, and lead. In the four samples with SVOC exceedances, one SVOC (benzo[a]pyrene) was detected at concentrations exceeding Commercial SCO. Analytical data for the additional parameters are available in nine samples. There were no detected concentrations exceeding Commercial SCOs. Of the 13 locations sampled, nine locations had samples with concentrations exceeding at least one of the Commercial SCOs. The locations with exceedances of the Commercial SCOs are limited to the same areas with observations of fill, in the southwest and northeast quadrants of the Site, as shown on Figure 8. The samples with concentrations exceeding the Commercial SCOs exist throughout the Site. On the southwest side of the Site, the samples with concentrations greater than the Commercial SOC are below 1 foot bgs, and on the northeast side of the Site the samples are both above and below 1 foot bgs. Native soil samples were collected near the bottom of the six soil borings on the Site. The concentrations in these six



native soil samples were all less than the Commercial SCO. The analytical results with highlighted Commercial SCO exceedances are provided in Table 2 and are shown in Figure 7.

40 CFR 261.24 Toxicity Characteristic Standards: In accordance with the NYSDEC-approved Work Plan, if a layer of fill material containing ash, brick and/or glass was present at a location, then all the samples at that location (i.e., all the samples in the surface and subsurface, regardless of the depth of the layer) were submitted for TCLP analysis. A total of 34 samples, equivalent to 68 percent of the total samples, were submitted for TCLP analysis. Of these 34 samples, 91 percent had concentrations less than the TCLP standards and were not hazardous. The three exceedances of the Toxicity Characteristic Standards for lead and cadmium were from two locations: at GCNPSB003 (at 6 to 12 inches bgs and 6 to 7 ft bgs) and at GCNPSS004 (at 10 to 14 inches bgs). These two locations are located less than 20 ft from one another and are in the northeastern corner of the site. TCLP analysis of the native layers at the bottom of these two borings (below the exceedances) did not have exceedances of the standards. Samples of native soil were analyzed for TCLP metals at five locations. All of these samples had concentrations less than the TCLP standards and were not hazardous. Based on the Rule of 20, the remaining one native soil sample not analyzed for TCLP metals is also not hazardous. The analytical results for the locations with TCLP analysis are provided in Table 2 and are shown in Figure 7.

5.3 Groundwater Flow Direction

The depth to groundwater was measured for the three wells on-Site on August 12, 2023 and November 4, 2023. Using the surveyed monitoring well elevations, the groundwater elevations were calculated. The elevations are provided in Table 3 and on Figure 9 for August 12, 2023 and Figure 10 for November 4, 2023. The monitoring well construction logs are provided in Appendix B. Based the elevations from three wells located on the Site and the three additional wells located to the south of the Site, the groundwater appears to flow to the west. This is consistent with results from other sites in the area that show a groundwater flow towards the supply wells associated with the Corning Museum of Glass (Haley & Aldrich of New York, 2003).



5.4 Groundwater Standard/Guidance Value Comparison

The samples from the three wells were analyzed for the full suite of parameters. The results were compared to the Technical and Operational Guidance Series (TOGS) 1.1.1 standards and guidance values for class GA (groundwater). In the samples collected in August 2023, all three wells had sodium and iron concentrations exceeding the criteria. GCNPMW01 also had an exceedance of the manganese standard in August 2023. In the samples collected in November 2023, all three wells had sodium concentrations exceeding the criterion similar to the August samples; however, there were no iron or manganese concentrations exceeding the criteria. Unlike the August samples, the November samples were also analyzed for boron; all three wells had boron concentrations exceeding the criterion. The data for these analytes are provided in Table 4. The locations and concentrations of these exceedances are shown on Figure 11.

5.5 Qualitative Exposure Assessment

The five elements of an exposure pathway (which is how an individual may come into contact with a contaminant) are the: source of contamination, environmental media and transport mechanisms, point of exposure, route of exposure, and receptor population. The source of the contamination is the exceedances of applicable SCOs and/or a layer of ash, brick and/or glass. Due to the nature of the contamination (e.g., metals and SVOCs) and based on the groundwater sample results, the contamination is confined to the soil. Currently, there are no populations being directly exposed to the soils since they are located on a commercial property. The reasonably anticipated future land use of the Site is the same as the present use (commercial). There are no affected off-site areas. There are no reasonably anticipated future groundwater uses. There are no current exposure pathways but there are potential future exposure pathways for a construction worker performing excavation at the Site.



6.0 CONCLUSIONS

In accordance with DER-10, the Site Characterization was designed to determine whether the Site poses little or no threat to public health and the environment or if it poses a threat and whether the threat requires further investigation. Based on the field observations and analytical data, a layer of fill material containing ash, brick and/or glass is present throughout the site. The available data indicate that in the southwest quadrant the layer of fill material containing ash, brick and/or glass is below 1 ft bgs and in the northeast quadrant it is both above and below 1 ft bgs. Similarly, the layer of fill material containing ash, brick and/or glass has concentrations of total metals (arsenic, cadmium, and lead) and SVOC (benzo(a)pyrene) exceeding the Commercial SCOs. In the southwest quadrant, the samples with concentrations greater than the Commercial SCOs are only below 1 ft bgs and in the northeast quadrant samples exceeding the Commercial SCOs are both above and below 1 ft bgs. Table 5 contains summary information for the exceedances above and below one ft bgs. The exceedances for TCLP cadmium and lead were limited to two locations in the northeast corner above and below two feet bgs.

While it was not an objective of the NYSDEC-approved Site Characterization to vertically or horizontally delineate exceedances, since a layer of fill material containing ash, brick and/or glass is present throughout most of the Site, horizontally across the Site to the site boundary and vertically above the native material, further delineation of the nature and extent is not necessary. The Site is entirely controlled by the Guthrie Clinic. Due to the current, future, and reasonably anticipated future use of the Site, the exceedance of the SCOs is not a health or environmental concern and can be managed through implementation of an Interim Remedial Measure (IRM) coupled with the existing engineering controls (asphalt) and the addition of institutional controls (e.g., deed and zoning restrictions and/or an environmental easement and site management plan).

The IRM will include excavation of exceedances of the Commercial SCOs and TCLP in the top one foot of the limited landscaped/vegetated areas within the Site, placement of a demarcation layer, backfill with NYSDEC-approved material, and restoration of the existing conditions. Limited sampling may be proposed to further refine the horizontal extent of excavation as part of a pre-design investigation. A draft IRM Work Plan will be submitted within 60 days of submittal of an approved Final Site Characterization Report.



The low level pesticide concentrations are considered soil background and are consistent with the previous single-family residence occupancy of the Site. Since this is background contamination, no further actions are required. It is also noted that the levels are below the applicable commercial SCOs. Due to the current, future and reasonably anticipated future use of the Site the exceedance of the SCOs are not a health or environmental concern.

In groundwater in August 2023, iron, manganese, and sodium concentrations exceeded the TOGS 1.1.1 groundwater standards and in November 2023, only boron and sodium concentrations exceeded the TOGS 1.1.1 groundwater standards. The concentrations of these metals in the Site groundwater represent natural conditions. Similar concentrations were detected at Operable Unit 3 of the Study Area (NYSDEC Site 851046). The boron concentrations in the Site groundwater ranged from 1.5 to 2.9 milligrams per liter (mg/L) and at the Study Area Site ranged from 0.15 to 7.6 mg/L (Weston, 2020). The iron concentrations in the Site groundwater ranged from not detected to 0.54 mg/L and at the Study Area Site ranged from 0.11 to 2.6 mg/L (Weston, 2020). The manganese concentrations in the Site groundwater ranged from 0.0077 to 0.32 mg/L and at the Study Area Site ranged from 0.03 to 0.96 mg/L (Weston, 2020). The sodium concentrations in the Site groundwater ranged from 118 to 162 mg/L and at the Study Area Site ranged from 19.1 to 145 mg/L (Weston, 2020). This indicates the sodium and iron concentrations at the Site are indicative of the surrounding area and are not Site related, therefore no further study is warranted for the groundwater. A restriction on groundwater use on the Site is recommended as a precautionary measure similar to neighboring sites (NYSDEC, 2017).

Soil vapor intrusion sampling was not performed as part of the Site Characterization Work Plan activities. However, soil vapor intrusion is not a concern at the Site since the Site Characterization has shown that VOCs are not present at the Site in subsurface soil or groundwater in the vicinity of the buildings or future building site as shown in Figure 7 for soil and Figure 11 for groundwater. In addition, based on the known prior industrial, commercial, or other land uses, a source of volatile chemical contamination in subsurface soil or groundwater is not suspected.



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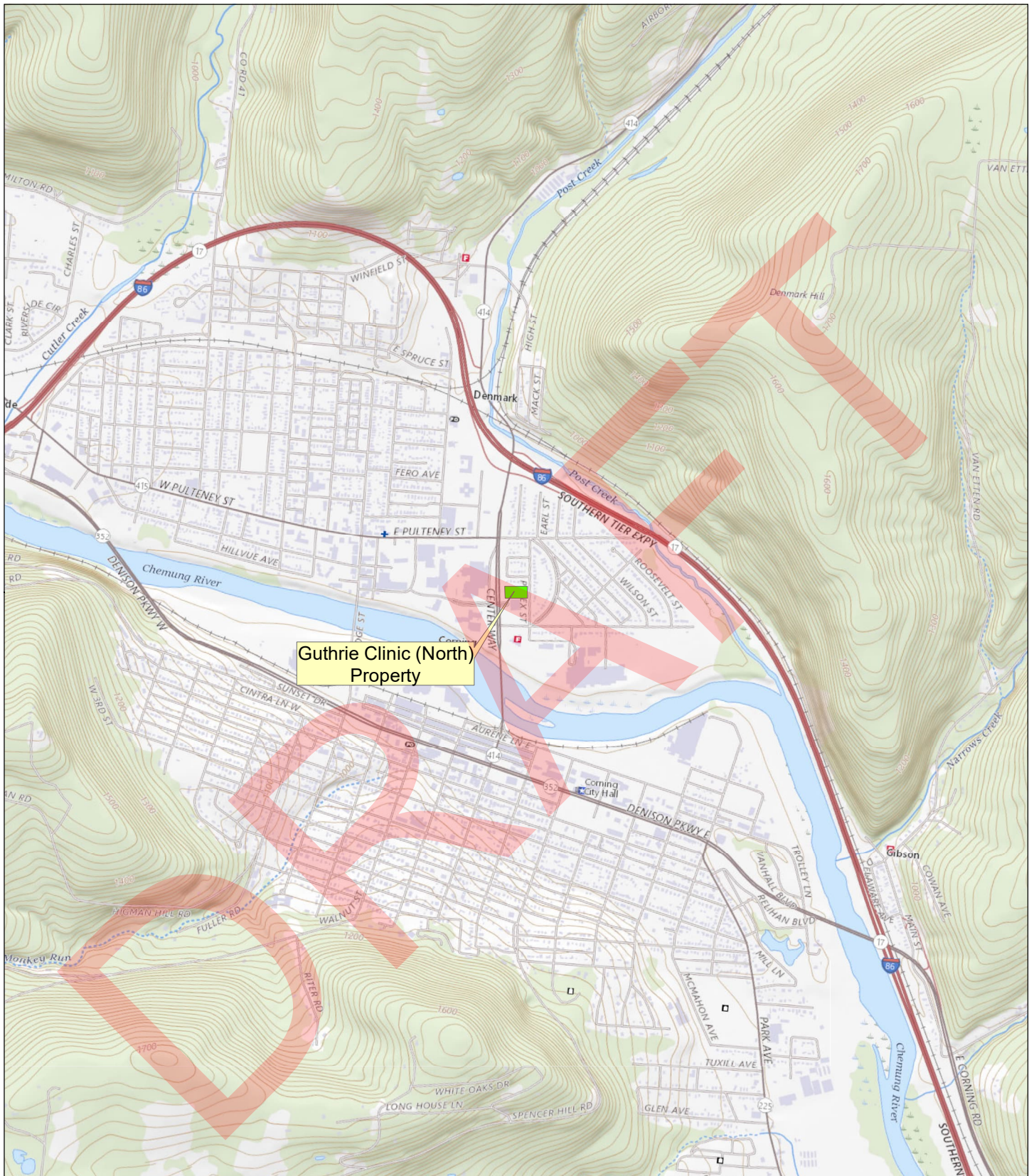
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Figures

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LEGEND

Guthrie Clinic (North)

References:
 USGS Topographic maps for the United States
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 Coordinate System: NAD 1983 State Plane NY Central Feet



0 1,000 2,000 Feet

0 340 680 Meters

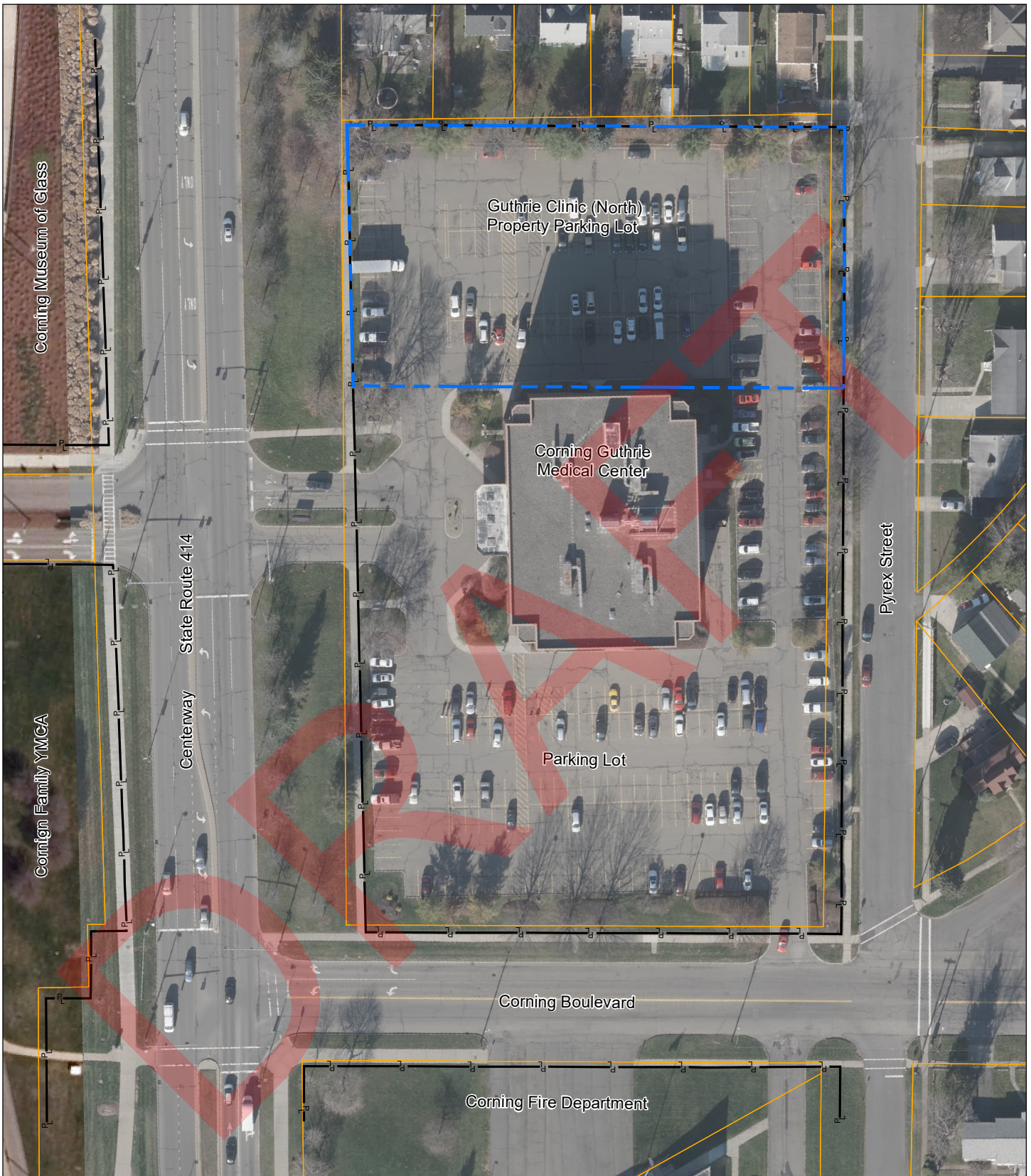
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Guthrie Clinic (North)

Figure 1
 Site Location

Centerway
 Corning, NY

11/21/2023



LEGEND

- Surveyed Property Lines
- Tax Map Line
- Guthrie Clinic (North)

References:
 Basemap Imagery: Robinson Aerial Imagery, Dec 2015 and
 2016 NYS Statewide Digital Orthoimagery
 Coordinate System: NAD 1983 State Plane NY Central Feet



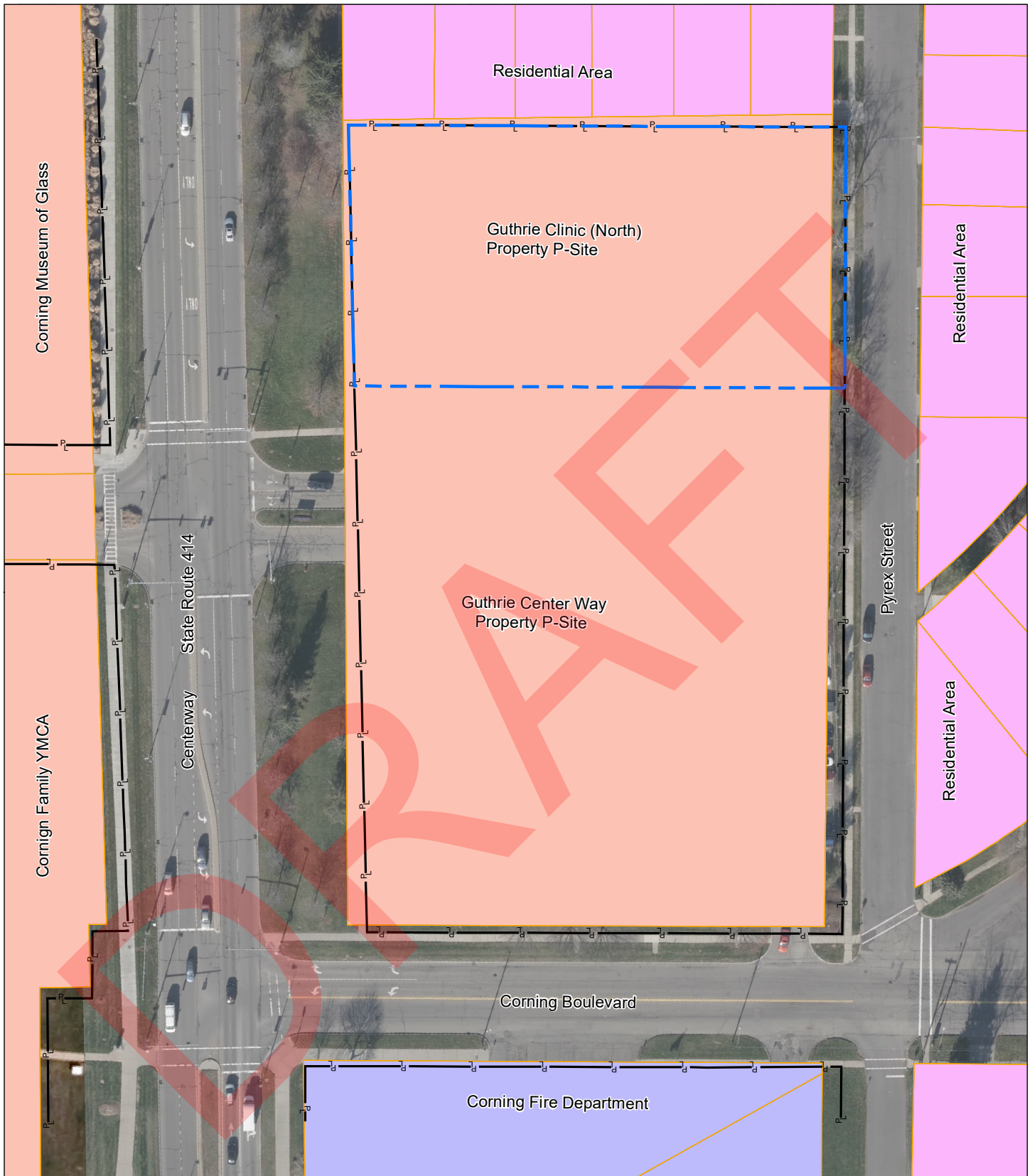
AECOM

Guthrie Clinic (North)

Figure 2
 Property Layout

Centerway
 Corning, NY

11/21/2023



LEGEND

- Surveyed Property Lines
- Tax Map Line
- Guthrie Clinic (North)

Zoning Designation

- R1 (Residential Low Density)
- PC (Public Conservation)
- BD (Business Development)

References:
2016 NYS Statewide Digital Orthoimagery from <https://gis.ny.gov/>
City of Corning Zoning Map
dated 3/7/2019 downloaded from <https://www.cityofcorning.com>
on 04/21/2021
Coordinate System: NAD 1983 State Plane NY Central Feet



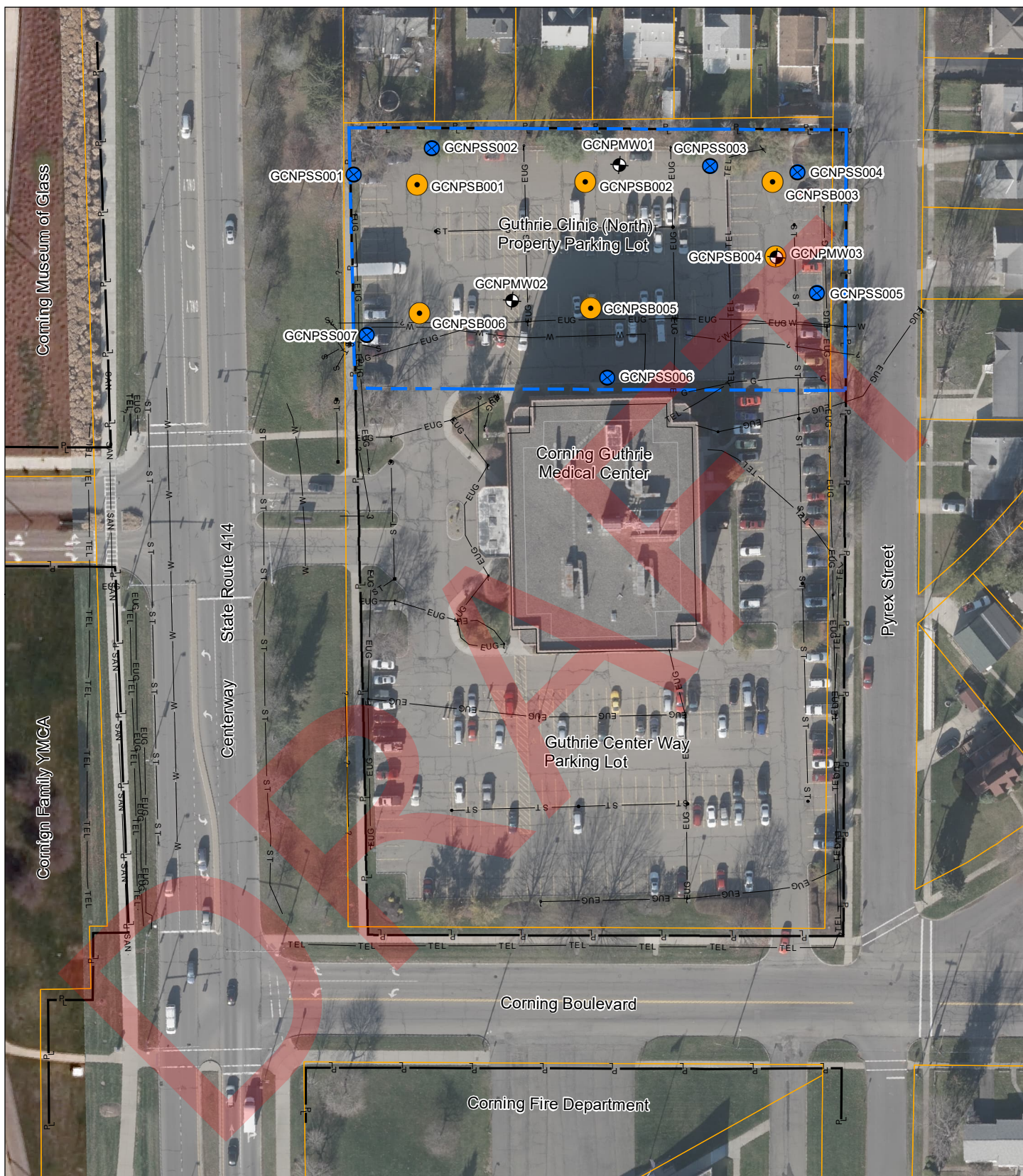
AECOM

Guthrie Clinic (North)

Figure 3
Site and Surrounding Property
Zoning

Centerway
Corning, NY

11/21/2023



LEGEND

- Guthrie Clinic (North)
- Tax Map Line
- Surveyed Property Lines

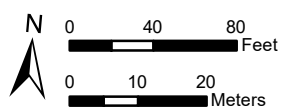
- Monitoring Well
- Shallow Soil Sample Locations (0-2 ft bgs)
- Soil Borings

Utilities

- TEL — Communications Line
- Building
- Feature
- G — Gas Line
- P — Property Line
- SAN — Sanitary Line
- ST — Stormwater Line
- EUG — Underground Electric
- Unknown Utility
- W — Water Line

References:

Basemap Imagery: Robinson Aerial Imagery, Dec 2015 and 2016 NYS Statewide Digital Orthoimagery
Coordinate System: NAD 1983 State Plane NY Central Feet



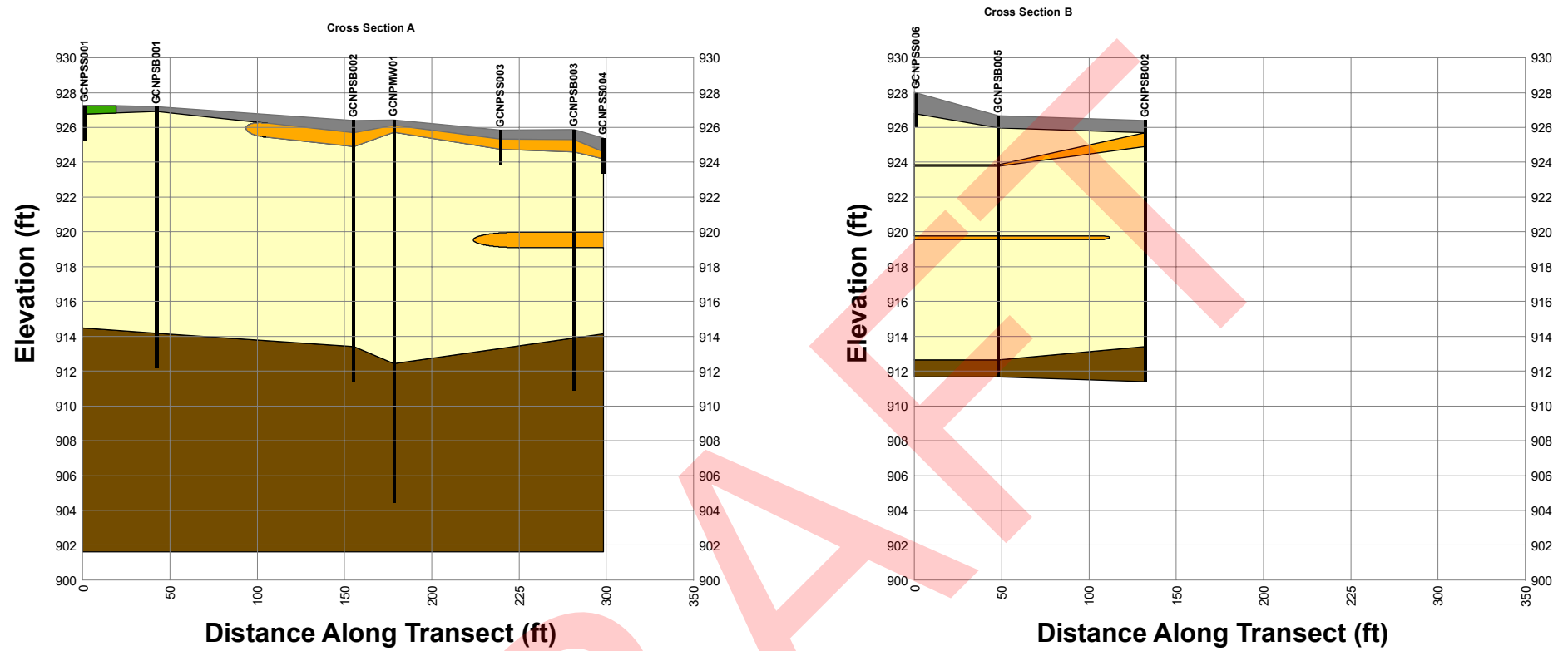
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Guthrie Clinic (North)

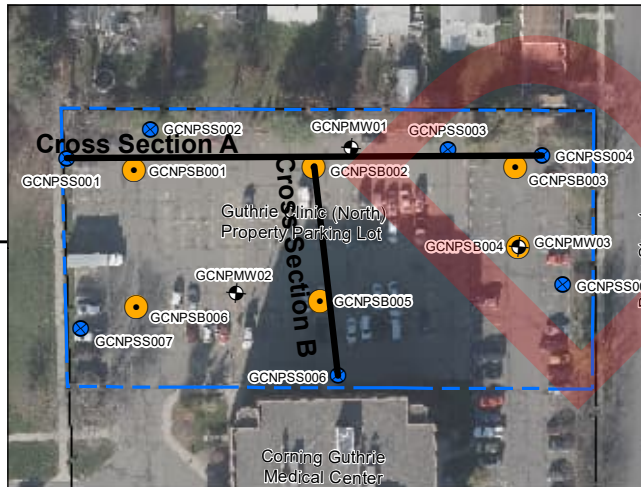
Figure 4
Sample Locations

Centerway
Corning, NY

11/30/2023



Cross Section Location Map



Note:

The cross sections have a vertical exaggeration of 10.

Abbreviation:

ft - feet

Legend

- Boring
- Cover-Impervious
- Cover-Grass/Topsoil
- Layer of Ash/Brick and/or Glass
- Fill
- Native Material

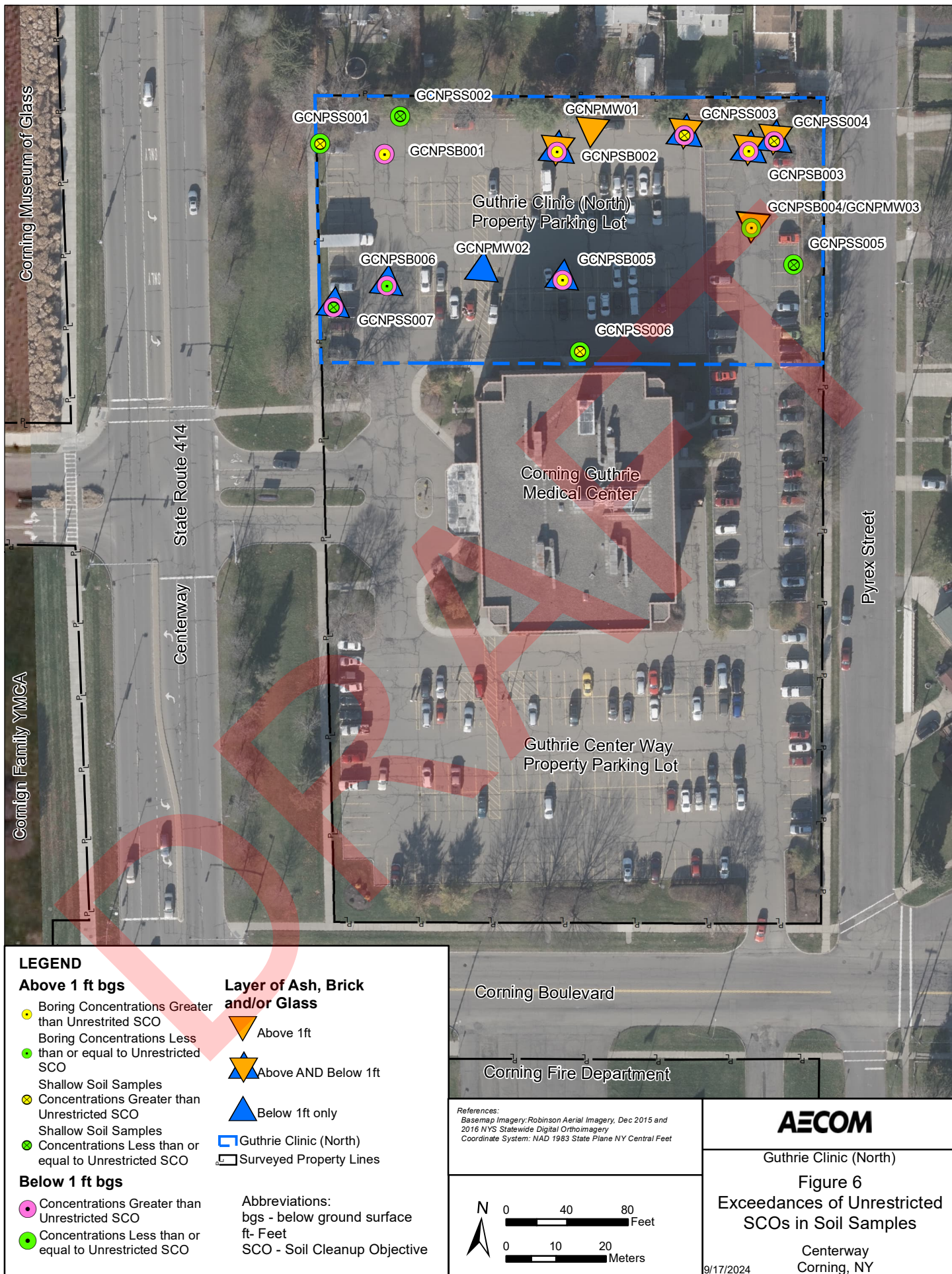
AECOM

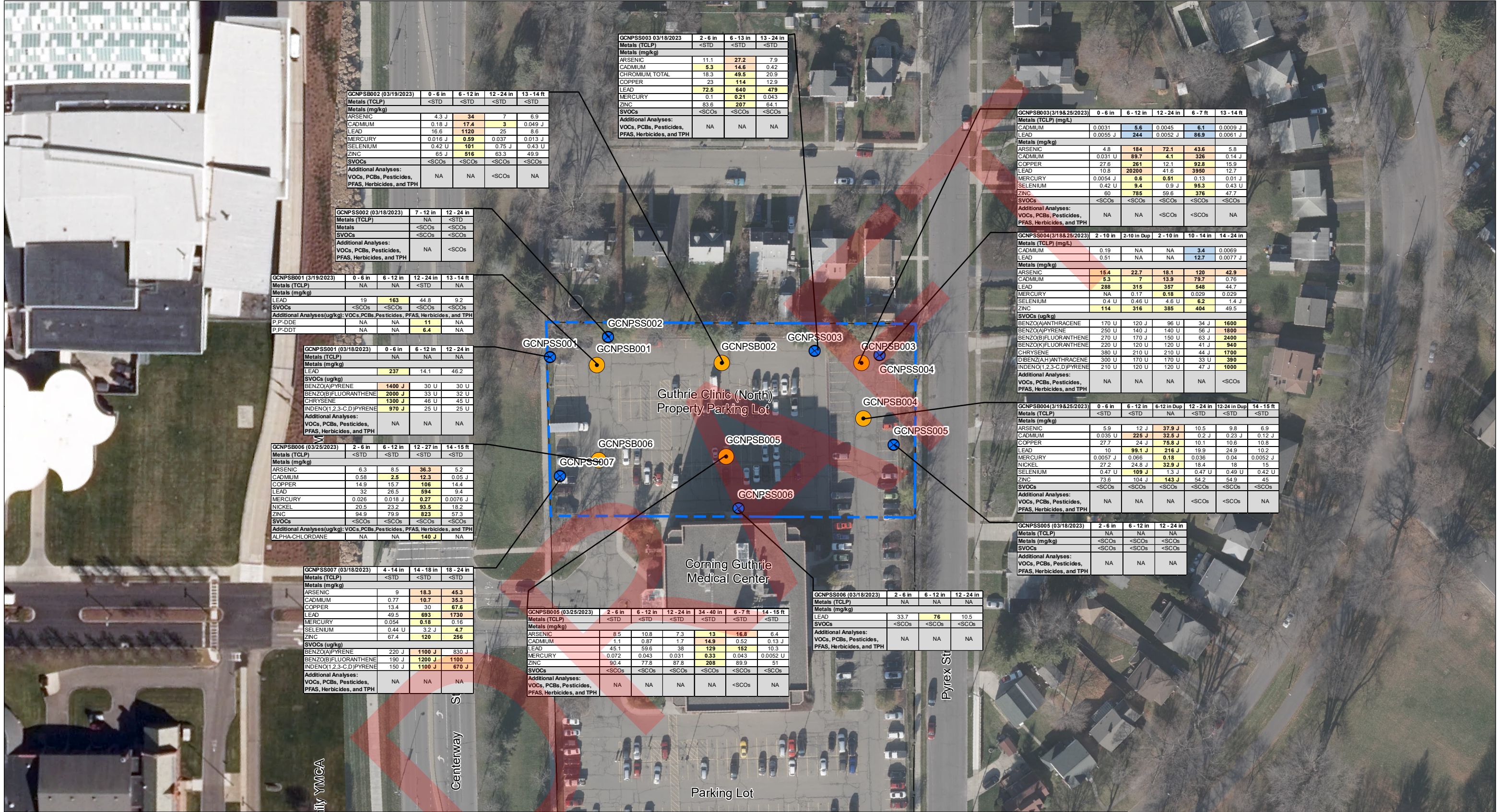
Guthrie (North) Clinic

Figure 5
Cross Sections

Centerway
Corning, NY

9/20/2024





LEGEND

Site Boundaries

Shallow Soil Sample Locations (0-2 ft bgs)

Surveyed Property Lines

Soil Borings

Detected Concentration Exceeds:

Toxicity Characteristic Standard

Unrestricted Screening Level

Commercial Screening Level

Soil Screening Levels and Standards

	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)		Unrestricted Screening Levels (1)	Commercial Screening Levels (1)
Metals (TCLP) (mg/L)				SVOCs (ug/kg)		
CADMIUM	~	~	1	BENZO(A)ANTHRACENE	1000	5600
LEAD	~	~	5	BENZO(A)PYRENE	1000	1000
Metals (mg/kg)				BENZO(B)FLUORANTHENE	1000	5600
ARSENIC	13	16	~	BENZO(K)FLUORANTHENE	800	56000
CADMIUM	2.5	9.3	~	CHRYSENE	1000	56000
CHROMIUM	30	1500	~	DIBENZ(A,H)ANTHRACENE	330	560
COPPER	50	270	~	INDENO(1,2,3-C,D)PYRENE	500	5600
LEAD	63	1000	~	Pesticides (ug/kg)		
MERCURY	0.18	2.8	~	ALPHA-CHLORDANE	94	24000
NICKEL	30	310	~	P,P'-DDE	3.3	62000
SELENIUM	3.9	1500	~	P,P'-DDT	3.3	47000
ZINC	109	10000	~			

Standard Tables Notes:

(1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6 Remedial Program Soil Cleanup Objectives (SCOs).

(2) Federal Code of Regulations, Section 261.24 - Toxicity characteristic. Context: Title 40 - Protection of Environment. Chapter I - Environmental Protection Agency. Subchapter I - Solid Wastes. Part 261 - Identification and Listing of Hazardous Waste. Subpart C - Characteristics of Hazardous Waste (2012-07-01).

(3) Screening levels and standards are only provided for analytes with at least one exceedance.

Abbreviations:

~<SCOs Analyzed with no detections greater than Screening Levels

<STD Analyzed with no detections greater than Toxicity Characteristic Standard

Dup Duplicate

ft feet

in inches

J The result is an estimated quantity. The associated numerical value is the approximate concentration of the analyte in the sample.

mg/kg milligrams per kilogram

mg/l milligrams per liter

NA Not Analyzed

PCBs polychlorinated biphenyls

PFAS Per- and Polyfluoroalkyl Substances

Abbreviations (cont.):

SB Soil boring

SCO Soil Cleanup Objective

SS Surface soil

SVOCs Semi-Volatile Organic Compounds

TCLP Toxicity Characteristic Leaching Procedure

TPH Total Petroleum Hydrocarbons

U The analyte was analyzed for but was not detected above the level of the reported result.

ug/kg micrograms per kilogram

VOCs Volatile Organic Compounds

References:

Basemap Imagery; Robinson Aerial Imagery, Dec 2015 and 2016 NYS Statewide Digital Orthoimagery

Coordinate System: NAD 1983 State Plane NY Central Feet

AECOM

Guthrie (Clinic) North

Figure 7

Analytical Results for Exceedances of SCOs and/or TCLP Standards

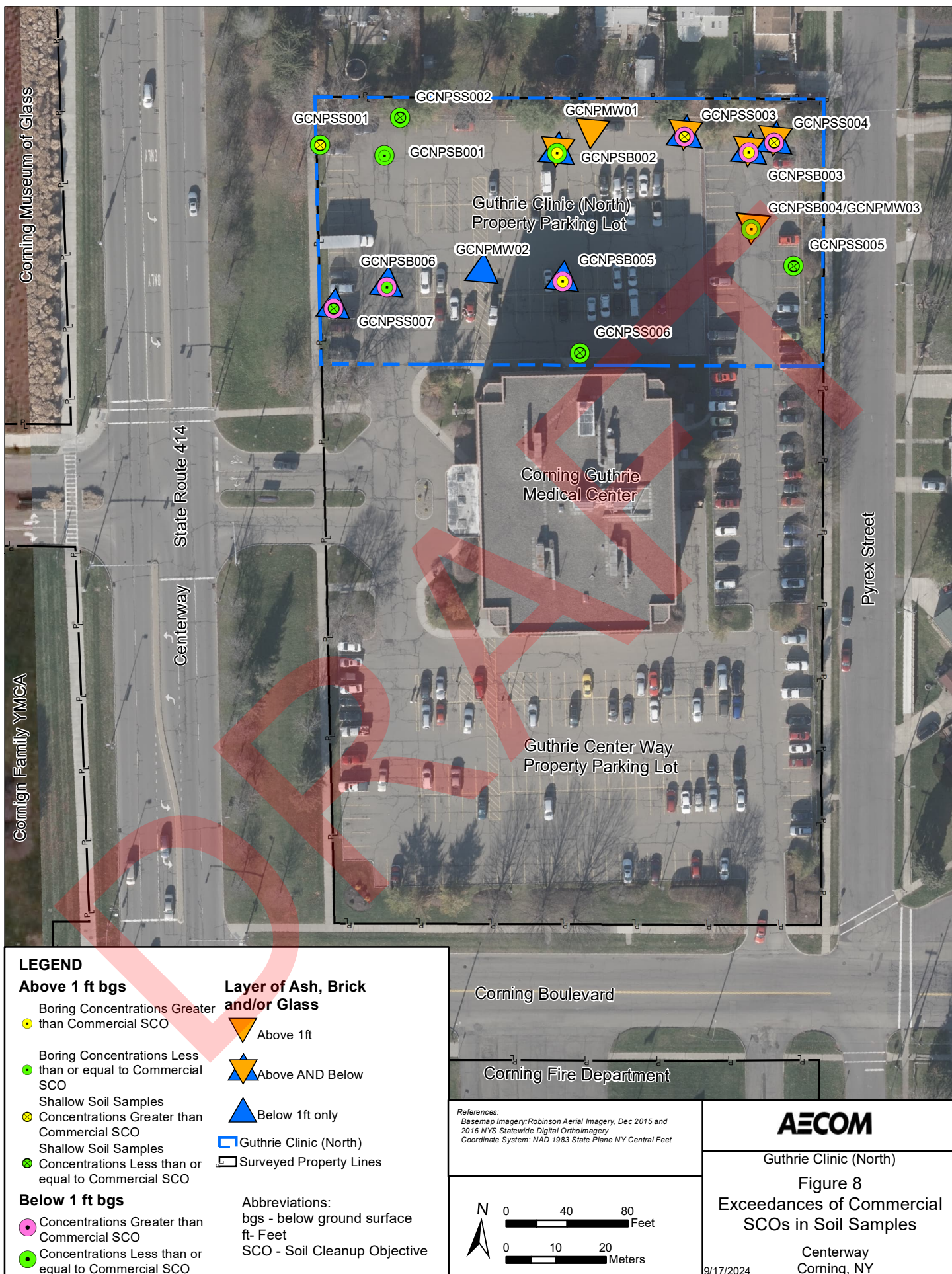
Centerway Corning, NY

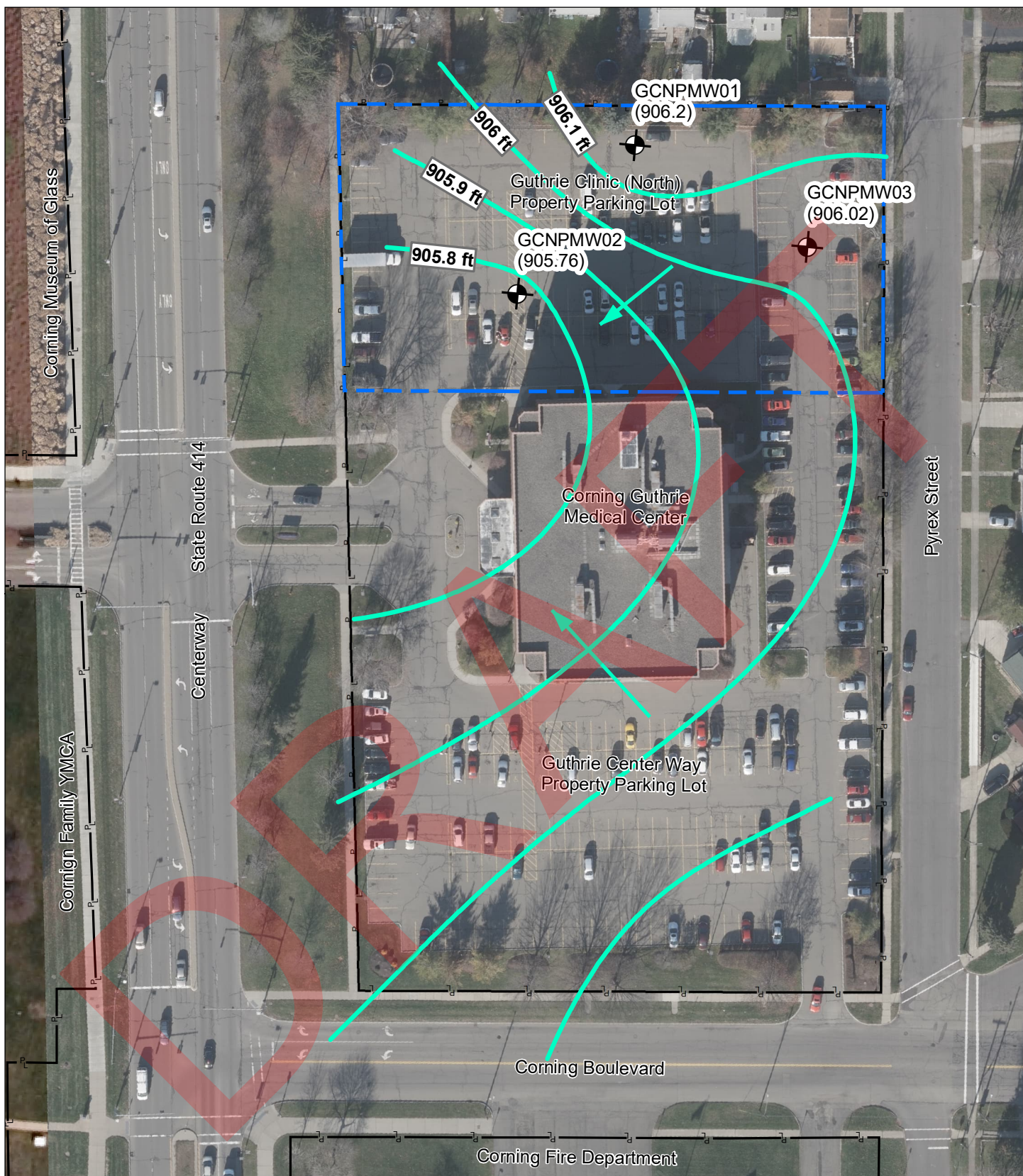
10/7/2024

N

0 40 80 Feet

0 10 20 Meters





LEGEND

- Monitoring Well
(Groundwater Elevation ft)
- Groundwater Contour
- Guthrie Clinic (North)
- Surveyed Property Lines
- Groundwater Flow Direction

References:
 Basemap Imagery: Robinson Aerial Imagery, Dec 2015 and
 2016 NYS Statewide Digital Orthoimagery
 Coordinate System: NAD 1983 State Plane NY Central Feet
 Vertical Elevations are Referenced to North American Vertical
 Datum of 1988 (NAVD 88) feet.



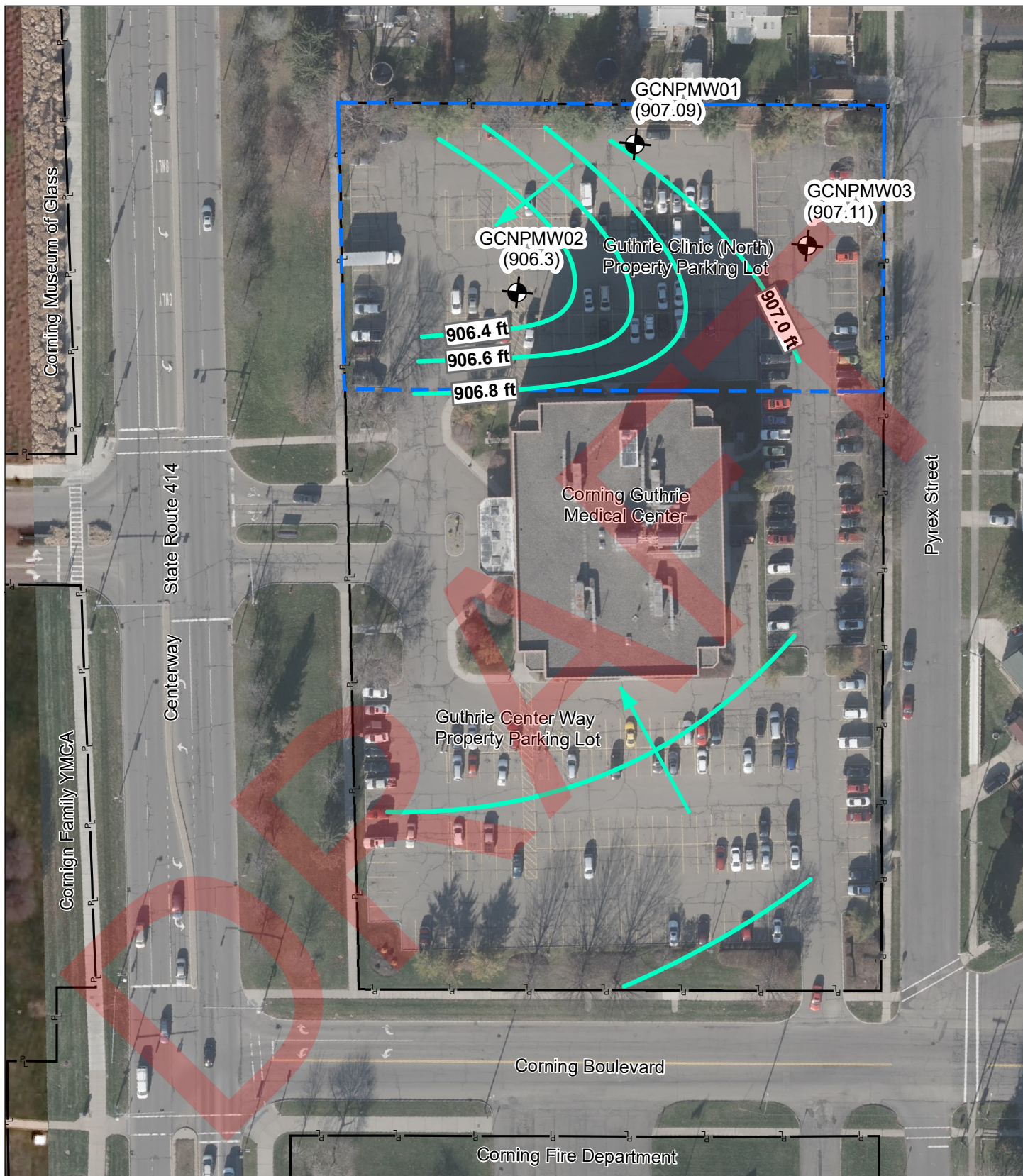
AECOM

Guthrie Clinic (North)

Figure 9
 Groundwater Elevations
 and Contours on August 12, 2023

Centerway
 Corning, NY

11/21/2023



LEGEND

- Monitoring Well
(Groundwater Elevation ft)
- Groundwater Contour
- Guthrie Clinic (North)
- Surveyed Property Lines
- Groundwater Flow Direction

References:
 Basemap Imagery: Robinson Aerial Imagery, Dec 2015 and
 2016 NYS Statewide Digital Orthoimagery
 Coordinate System: NAD 1983 State Plane NY Central Feet
 Vertical Elevations are Referenced to North American Vertical
 Datum of 1988 (NAVD 88) feet.



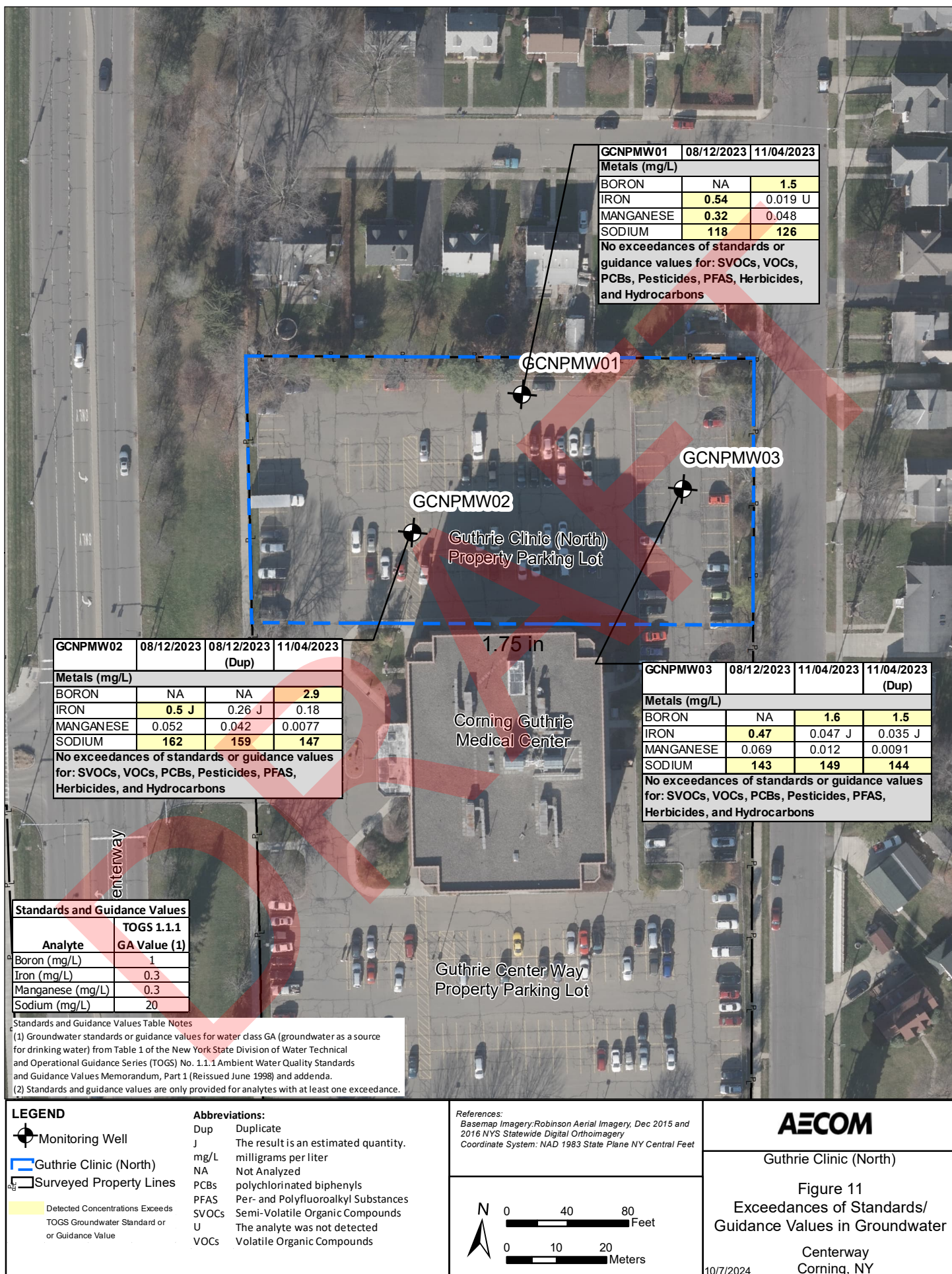
AECOM

Guthrie Clinic (North)

Figure 10
 Groundwater Elevations and
 Contours on November 4, 2023

Centerway
 Corning, NY

9/12/2024





Tables

DRAFT



Table 1
Soil Boring Log Summary
Guthrie Clinic (North) Property
Corning, NY

Location	Sample Date	Comment / Notes	Layer Start Depth (ft bgs)	Layer End Depth (ft bgs)	Thickness (ft)	Depth to Native Soil (ft bgs)	Total Boring Depth (ft bgs)	Highest PID Reading (ppm)
GCNPSB001	3/19/2023	NA	NA	NA	NA	13	15	0
GCNPSB002	3/19/2023	Brick and glass fragments	0.7	1.5	0.8	13	15	0
GCNPSB003	3/19/2023	Brick and glass fragments	0.6	1.3	0.7	12	15	0
GCNPSB003	3/19/2023	Brick and glass fragments	5.9	6.8	0.9	12	15	0
GCNPSB004/ GCNPMW03	3/19/2023	Brick and glass fragments	0.7	1	0.3	12	25	0
GCNPSB004/ GCNPMW03	3/19/2023	Trace brick fragments at 5 to 5.8 ft bgs	NA	NA	NA	12	25	0
GCNPSB005	3/25/2023	White kiln brick with clear glass fragments	2.8	2.9	0.1	14	15	0
GCNPSB005	3/25/2023	Crushed kiln brick with glass coating, buff to tan	6.9	7.1	0.2	14	15	0
GCNPSB006	3/25/2023	Kiln brick, brick, slag, and glass fragments, uranium glass present	1.2	2.3	1.1	12	15	0
GCNPSS001	3/18/2023	NA	NA	NA	NA	NA	2	0
GCNPSS002	3/18/2023	NA	NA	NA	NA	NA	2.3	0
GCNPSS003	3/18/2023	Brick and glass fragments	0.5	1.1	0.6	NA	2.2	0
GCNPSS004	3/18/2023	Brick and glass fragments	0.8	1.2	0.4	NA	2.5	0
GCNPSS005	3/18/2023	NA	NA	NA	NA	NA	2.5	0
GCNPSS006	3/18/2023	NA	NA	NA	NA	NA	2	0
GCNPSS007	3/18/2023	Brick and glass fragments	1.2	1.5	0.3	NA	2.4	0
GCNPSS007	3/18/2023	Trace glass fragments from 1.5 to 2 ft bgs	NA	NA	NA	NA	2.4	0
GCNPMW01	3/19/2023	Brick and glass fragments	0.3	0.7	0.4	14	22	0
GCNPMW02	3/25/2023	Dispersed kiln brick and glass fragments mixed with soil	2.3	3.4	1.1	14	25	0
GCNPMW02	3/25/2023	Trace ash, brick and glass from 5 to 5.6 ft	NA	NA	NA	14	25	0
GCNPMW02	3/25/2023	Red-blue-clear-green-yellow glass fragments	5.6	6.7	1.1	14	25	0

Notes:

bgs - below ground surface

ft - feet

MW - Monitoring Well

NA - Not Applicable

PID - Photoionization Detector

ppm - parts per million

SB - Soil Boring

SS - Surface Soil

Table 2
 Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
 Guthrie Clinic (North) Property
 Corning, NY

Location ID	Sample Depth	Date	Sample Type	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	GCNPSB001 03/19/2023 0 - 6 in	GCNPSB001 03/19/2023 6 - 12 in	GCNPSB001 03/19/2023 12 - 24 in	GCNPSB001 03/19/2023 13 - 14 ft	GCNPSB002 03/19/2023 0 - 6 in	GCNPSB002 03/19/2023 6 - 12 in	GCNPSB002 03/19/2023 12 - 24 in	GCNPSB002 03/19/2023 13 - 14 ft	GCNPSB003 03/19/2023 0 - 6 in	GCNPSB003 03/19/2023 6 - 12 in
Metals (TCLP)																		
CADMIUM	7440-43-9	~	~	1	mg/l				0.00081 J				0.092	0.35	0.027	0.0005 U	0.0031	5.6
LEAD	7439-92-1	~	~	5	mg/l				0.0062 J				0.22	0.53	0.003 U	0.003 U	0.0055 J	244
Metals																		
ARSENIC	7440-38-2	13	16	~	mg/kg	9.1	8.2	7.1	8.2	4.3 J	34	7	6.9	4.8	184			
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	0.15 J	0.73	0.26	0.045 J	0.18 J	17.4	3	0.049 J	0.031 U	89.7			
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	16	14.6	15.3	9.3	11.1	18.5	14.2	7.8	13.4	7.9			
COPPER	7440-50-8	50	270	~	mg/kg	31.1	19	13.7	11.7	16.6 J	38	12.5	11.6	27.6	261			
LEAD	7439-92-1	63	1000	~	mg/kg	19	163	44.8	9.2	16.6	1120	25	8.6	10.8	20200			
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.013 J	0.046	0.038	0.0063 J	0.016 J	0.59	0.037	0.013 J	0.0054 J	0.6			
NICKEL	7440-02-0	30	310	~	mg/kg	26.8	20.9	21.4	19	21.8	19.6	21.3	12.6	21.3	11.4			
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	0.44 U	0.48 U	0.91 J	0.41 U	0.42 U	101	0.75 J	0.43 U	0.42 U	9.4			
ZINC	7440-66-6	109	10000	~	mg/kg	74.8	78.7	67	54.9	65 J	516	63.3	49.9	60	785			
SVOCs																		
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	18 U	140 J	79 J	17 U	860 U	95 U	42 J	18 U	180 UJ	17 U			
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	27 U	160 J	120 J	26 U	1300 U	140 U	70 J	27 U	260 UJ	26 U			
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	29 U	210 J	150 J	28 U	1400 U	150 U	81 J	29 U	280 UJ	28 U			
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	24 U	130 U	63 J	23 U	1100 U	120 U	33 J	24 U	230 UJ	23 U			
CHRYSENE	218-01-9	1000	56000	~	ug/kg	41 U	220 U	85 J	39 U	1900 U	210 U	47 J	41 U	400 UJ	39 U			
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	32 U	180 U	37 U	31 U	1500 U	170 U	36 U	32 U	310 UJ	31 U			
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	23 U	120 U	79 J	22 U	1100 U	120 U	34 J	23 U	220 UJ	22 U			
Pesticides																		
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg			6					1 U					
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg			11					0.45 J					
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg			6.4					0.9 J					



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Location ID	Sample Depth	Date	Sample Type	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	GCNPSB003 03/19/2023 12 - 24 in N	GCNPSB003 03/19/2023 6 - 7 ft N	GCNPSB003 03/25/2023 13 - 14 ft N	GCNPSB003 03/25/2023 6 - 7 ft N	GCNPSB004 03/19/2023 0 - 6 in N	GCNPSB004 03/19/2023 6 - 12 in FD	GCNPSB004 03/19/2023 6 - 12 in N	GCNPSB004 03/19/2023 12 - 24 in FD	GCNPSB004 03/19/2023 12 - 24 in N	GCNPSB004 03/25/2023 14 - 15 ft N
Metals (TCLP)																		
CADMIUM	7440-43-9	~	~	1	mg/l	0.0045	6.1	0.00088 J				0.073			0.026	0.00091 J	0.00066 J	0.00056 J
LEAD	7439-92-1	~	~	5	mg/l	0.0052 J	86.9	0.0061 J				0.038			0.26 J	0.003 U	0.005 J	0.003 U
Metals																		
ARSENIC	7440-38-2	13	16	~	mg/kg	72.1	43.6	5.8				5.9	37.9 J		12 J	9.8	10.5	6.9
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	4.1	326	0.14 J				0.035 U	32.5 J	225 J	0.23 J	0.2 J	0.12 J	
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	13.1	15.9	10.7				14.5	15.3 J	15.3 J	11.9	12.2	9.2	
COPPER	7440-50-8	50	270	~	mg/kg	12.1	92.8	15.9				27.7	75.8 J	24 J	10.6	10.1	10.8	
LEAD	7439-92-1	63	1000	~	mg/kg	41.6	3950	12.7				10	216 J	99.1 J	24.9	19.9	10.2	
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.51	0.13	0.01 J				0.0057 J	0.18	0.066	0.04	0.036	0.0052 J	
NICKEL	7440-02-0	30	310	~	mg/kg	18.4	20.2	17.2				27.2	32.9 J	24.8 J	18	18.4	15	
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	0.9 J	95.3	0.43 U				0.47 U	1.3 J	109 J	0.49 U	0.47 U	0.42 U	
ZINC	7440-66-6	109	10000	~	mg/kg	59.6	376	47.7				73.6	143 J	104 J	54.9	54.2	45	
SVOCs																		
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	21 J	1800 UJ	18 U				960 U	390		97 U	91 J	20 U	18 U
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	30 U	2600 UJ	26 U				1400 U	410		140 U	88 J	29 U	27 U
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	32 U	2800 UJ	28 U				1500 U	560		150 U	100 J	31 U	29 U
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	26 U	2300 UJ	23 U				1200 U	290		120 U	26 U	26 U	23 U
CHRYSENE	218-01-9	1000	56000	~	ug/kg	45 U	4000 UJ	40 U				2100 U	420		220 U	110 J	44 U	40 U
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	36 U	3100 UJ	31 U				1700 U	120 J		170 U	36 U	35 U	32 U
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	25 U	2200 UJ	22 U				1200 U	330		120 U	40 J	24 U	22 U
Pesticides																		
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg	0.98 U					21 J					1 U	0.98 U	
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg	0.41 U					7.7 U					0.42 U	0.41 U	
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg	0.72 J					8.6 U					0.47 U	0.46 U	



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Location ID	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	GCNPSB005	GCNPSB005	GCNPSB005	GCNPSB005	GCNPSB005	GCNPSB005	GCNPSB006	GCNPSB006	GCNPSB006	GCNPSB006
Sample Depth						03/25/2023	03/25/2023	03/25/2023	03/25/2023	03/25/2023	03/25/2023	03/25/2023	03/25/2023	03/25/2023	
Date						2 - 6 in	6 - 12 in	12 - 24 in	34 - 40 in	6 - 7 ft	14 - 15 ft	2 - 6 in	6 - 12 in	12 - 27 in	14 - 15 ft
Sample Type						N	N	N	N	N	N	N	N	N	N
Metals (TCLP)															
CADMIUM	7440-43-9	~	~	1	mg/l	0.017	0.019	0.011	0.63	0.0054	0.0005 U	0.0032	0.029	0.28	0.0005 U
LEAD	7439-92-1	~	~	5	mg/l	0.024	0.039	0.0074 J	1.3	0.095	0.003 U	0.0071 J	0.037	0.49	0.003 U
Metals															
ARSENIC	7440-38-2	13	16	~	mg/kg	8.5	10.8	7.3	13	16.8	6.4	6.3	8.5	36.3	5.2
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	1.1	0.87	1.7	14.9	0.52	0.13 J	0.58	2.5	12.3	0.05 J
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	15.4	15.2	14.2	12.7	17	9.8	13.5	14.9	21.2	11.5
COPPER	7440-50-8	50	270	~	mg/kg	24	20.7	19.2	16.5	15.5	12.8	14.9	15.7	106	14.4
LEAD	7439-92-1	63	1000	~	mg/kg	45.1	59.6	38	129	152	10.3	32	26.5	594	9.4
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.072	0.043	0.031	0.33	0.043	0.0052 U	0.026	0.018 J	0.27	0.0076 J
NICKEL	7440-02-0	30	310	~	mg/kg	25	23.8	24.4	18.9	24.6	17.2	20.5	23.2	93.5	18.2
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	0.44 U	0.42 U	0.43 U	0.44 U	0.5 U	0.46 U	0.77 J	0.65 J	2.9 J	0.66 J
ZINC	7440-66-6	109	10000	~	mg/kg	90.4	77.8	87.8	208	89.9	51	94.9	79.9	823	57.3
SVOCs															
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	980 J	100 J	91 U	93 U	750 J	19 U	930 U	94 U	870 U	18 U
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	1300 J	220 J	130 U	140 U	700 J	28 U	1400 U	140 U	1300 U	26 U
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	1500 U	340 J	160 J	150 U	840 J	30 U	1500 U	150 U	1400 U	28 U
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	1200 U	130 J	120 U	120 U	340 J	24 U	1200 U	120 U	1100 U	23 U
CHRYSENE	218-01-9	1000	56000	~	ug/kg	2000 U	200 U	200 U	210 U	690 J	42 U	2100 U	210 U	1900 U	40 U
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	1600 U	160 U	160 U	160 U	180 U	33 U	1600 U	170 U	1500 U	32 U
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	1100 U	140 J	110 U	110 U	270 J	23 U	1100 U	120 U	1100 U	22 U
Pesticides															
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg					4.9 U				140 J	
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg					2.1 U				36 U	
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg					9.9 U				40 U	



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Location ID	Sample Depth	Date	Sample Type	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	GCNPSS001 03/18/2023 0 - 6 in	GCNPSS001 03/18/2023 6 - 12 in	GCNPSS001 03/18/2023 12 - 24 in	GCNPSS002 03/18/2023 7 - 12 in	GCNPSS002 03/18/2023 12 - 24 in	GCNPSS003 03/18/2023 2 - 6 in	GCNPSS003 03/18/2023 6 - 13 in	GCNPSS003 03/18/2023 13 - 24 in	GCNPSS004 03/25/2023 2 - 10 in	GCNPSS004 03/18/2023 2 - 10 in
Metals (TCLP)																		
CADMIUM	7440-43-9	~	~	1	mg/l								0.00057 J	0.33	0.14	0.00077 J		0.19
LEAD	7439-92-1	~	~	5	mg/l								0.003 U	0.24	0.86	0.003 U		0.51
Metals																		
ARSENIC	7440-38-2	13	16	~	mg/kg	9.9	7.1	6.3	5.9	6	11.1	27.2	7.9	22.7	15.4			
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	1.3	0.12 J	0.28	0.16 J	0.18 J	5.3	14.6	0.42	7	5.3			
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	16.5	16.5	14.7	14 J	15	18.3	49.5	20.9	14.8	14.1			
COPPER	7440-50-8	50	270	~	mg/kg	23.5	14.2	13	10.9	11.6	23	114	12.9	25.8	28.4			
LEAD	7439-92-1	63	1000	~	mg/kg	237	14.1	46.2	15.2	17	72.5	640	479	315	288			
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.063	0.019 J	0.033	0.028	0.025	0.1	0.21	0.043	0.17				
NICKEL	7440-02-0	30	310	~	mg/kg	21.7	24.1	21.1	19.9	21.5	25.7	16.1	20	23	23			
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	0.55 U	0.5 U	0.47 U	0.51 U	0.49 U	0.52 U	0.41 U	0.52 U	0.46 U	0.4 U			
ZINC	7440-66-6	109	10000	~	mg/kg	104	58.4	59.3	53.5 J	56.1	83.6	207	64.1	316	114			
SVOCs																		
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	910 J	21 U	20 U	20 U	20 U	110 U	180 U	21 U	120 J	170 U			
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	1400 J	30 U	30 U	29 U	30 U	160 U	260 U	30 U	140 J	250 U			
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	2000 J	33 U	32 U	32 U	32 U	170 U	280 U	33 U	170 J	270 U			
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	760 J	27 U	26 U	26 U	26 U	140 U	230 U	27 U	120 U	220 U			
CHRYSENE	218-01-9	1000	56000	~	ug/kg	1300 J	46 U	45 U	44 U	45 U	240 U	400 U	46 U	210 U	380 U			
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	430 U	36 U	35 U	35 U	36 U	190 U	310 U	37 U	170 U	300 U			
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	970 J	25 U	25 U	25 U	25 U	130 U	220 U	26 U	120 U	210 U			
Pesticides																		
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg						2 U							
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg						0.42 U							
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg						0.46 U							



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Location ID	Sample Depth	Date	Sample Type	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	GCNPSS004 03/25/2023 2 - 10 in N	GCNPSS004 03/18/2023 10 - 14 in N	GCNPSS004 03/18/2023 14 - 24 in N	GCNPSS005 03/18/2023 2 - 6 in N	GCNPSS005 03/18/2023 6 - 12 in N	GCNPSS005 03/18/2023 12 - 24 in N	GCNPSS006 03/18/2023 2 - 6 in N	GCNPSS006 03/18/2023 6 - 12 in N	GCNPSS006 03/18/2023 12 - 24 in N	GCNPSS007 03/18/2023 4 - 14 in N
Metals (TCLP)																		
CADMIUM	7440-43-9	~	~	1	mg/l				3.4	0.0069								0.036
LEAD	7439-92-1	~	~	5	mg/l				12.7	0.0077 J								0.047
Metals																		
ARSENIC	7440-38-2	13	16	~	mg/kg	18.1	120	42.9	6.4	6.9	6.7	7.6	7.7	8.5	9			
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	13.9	79.7	0.76	0.039 U	0.039 U	0.038 U	0.56	1.4	0.035 U	0.77			
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	15	11.3	11.7	17.6	18.5	17.9	15.6	15.4	11.6	13.1			
COPPER	7440-50-8	50	270	~	mg/kg	23.4	15.4	9.8	11.7	14.3	13.7	34.6	28.2	9.4	13.4			
LEAD	7439-92-1	63	1000	~	mg/kg	357	548	44.7	11.6	13	13	33.7	76	10.5	49.5			
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.18	0.029	0.029	0.018 J	0.022 J	0.022	0.021	0.026	0.017 J	0.054			
NICKEL	7440-02-0	30	310	~	mg/kg	23.5	13	15.8	23.8	24.6	25.9	25	24.5	17	19.3			
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	4.6 U	6.2	1.4 J	0.52 U	0.83 J	0.5 U	0.43 U	0.42 U	0.74 J	0.44 U			
ZINC	7440-66-6	109	10000	~	mg/kg	385	404	49.5	58.3	60.7	62	87	90.9	46.3	67.4			
SVOCs																		
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	96 U	34 J	1600	220 UJ	21 U	20 U	91 U	93 U	19 U	93 U			
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	140 U	56 J	1800	320 UJ	31 U	30 U	130 U	140 U	29 U	220 J			
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	150 U	63 J	2400	350 UJ	34 U	32 U	140 U	150 U	31 U	190 J			
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	120 U	41 J	940	280 UJ	28 U	26 U	120 U	120 U	25 U	120 U			
CHRYSENE	218-01-9	1000	56000	~	ug/kg	210 U	44 J	1700	490 UJ	48 U	45 U	200 U	210 U	43 U	210 U			
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	170 U	33 U	390	380 UJ	38 U	36 U	160 U	160 U	34 U	160 U			
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	120 U	47 J	1000	270 UJ	26 U	25 U	110 U	110 U	24 U	150 J			
Pesticides																		
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg			0.98 U										
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg			0.41 U										
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg			0.46 U										



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Location ID						GCNPSS007	GCNPSS007
Sample Depth						03/18/2023	03/18/2023
Date						14 - 18 in	18 - 24 in
Sample Type	CAS Number	Unrestricted Screening Levels (1)	Commercial Screening Levels (1)	Toxicity Characteristic Standard (mg/l) (2)	Units	N	N
Metals (TCLP)							
CADMIUM	7440-43-9	~	~	1	mg/l	0.75	0.33
LEAD	7439-92-1	~	~	5	mg/l	1.1	0.33
Metals							
ARSENIC	7440-38-2	13	16	~	mg/kg	18.3	45.3
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	10.7	35.3
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	13.6	17.6
COPPER	7440-50-8	50	270	~	mg/kg	30	67.6
LEAD	7439-92-1	63	1000	~	mg/kg	693	1730
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	0.18	0.16
NICKEL	7440-02-0	30	310	~	mg/kg	19.9	20.4
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	3.2 J	4.7
ZINC	7440-66-6	109	10000	~	mg/kg	120	256
SVOCs							
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	530 J	640 J
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	1100 J	830 J
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	1200 J	1100
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	380 J	400 J
CHRYSENE	218-01-9	1000	56000	~	ug/kg	460 J	710 J
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	330 U	240 J
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	1100 J	670 J
Pesticides							
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg		
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg		
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg		



Table 2
Analytes with Unrestricted Soil Cleanup Objective and/or TCLP Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Notes:

	-Detected Concentration Exceeds Toxicity Characteristic Standard
	-Detected Concentration Exceeds Unrestricted Screening Level
	-Detected Concentration Exceeds Commercial Screening Level

Samples analyzed for pesticides were also analyzed for VOCs, PCBs, PFAS, and TPH. These analyte groups are not shown since there were no detected concentrations exceeding the screening levels.

CAS = Chemical Abstracts Service

FD = Field duplicate

ft/FT = feet

in/IN = inches

J = The result is an estimated quantity. The associated numerical value* is the approximate concentration of the analyte in the sample.

mg/kg = milligrams per kilogram

mg/l = milligrams per liter

N = Normal

PCBs = polychlorinated biphenyls

PFAS = Per- and Polyfluoroalkyl Substances

SB = Soil boring

SS = Surface soil

SVOCs = Semi-Volatile Organic Compounds

TCLP = Toxicity Characteristic Leaching Procedure

TPH = Total Petroleum Hydrocarbons

U = The analyte was analyzed for but was not detected above the level of the reported result. *

ug/kg = micrograms per kilogram

UJ = The analyte was analyzed for but was not detected. The reported numerical value * is approximate and may be inaccurate or imprecise.

VOCs = Volatile Organic Compounds

* Sample results for this project were reported as non-detected to the Method Detection Limit (MDL) and were adjusted for sample weight/volume, dilution, and percent solids.

(1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6 Remedial Program Soil Cleanup Objectives (SCOs).

(2) Federal Code of Regulations, Section 261.24 - Toxicity characteristic. Context: Title 40 - Protection of Environment. Chapter I - Environmental Protection Agency. Subchapter I - Solid Wastes. Part 261 - Identification and Listing of Hazardous Waste. Subpart C - Characteristics of Hazardous Waste (2012-07-01).

~ = no standard or guidance value listed for this constituent.

A blank cell indicates that the analysis was not performed.



Table 3
Groundwater Elevations
Guthrie Clinic (North) Property
Corning, NY

Location	Northing (1)	Easting (1)	Ground Elevation (ft) (2)	Top of Casing Elevation (ft) (2)	Measured Depth to Bottom (ft) 8/12/2023	Depth to Water (ft) (3) 8/12/2023	Groundwater Elevation (ft) (2) 8/12/2023	Depth to Water (ft) (3) 11/4/2023	Groundwater Elevation (ft) (2) 11/4/2023
GCNPMW01	783510.89	693095.99	926.42	926.10	23.60	19.90	906.20	19.01	907.09
GCNPMW02	783413.92	693032.21	926.97	926.52	29.50	20.76	905.76	20.22	906.30
GCNPMW03	783457.96	693206.71	925.78	925.30	24.90	19.28	906.02	18.19	907.11

(1) Horizontal Coordinates are Referenced to North American Datum of 1983 (NAD 83) New York State Plane Central Zone (US Survey Feet).

(2) Vertical Elevations are Referenced to North American Vertical Datum of 1988 (NAVD 88).

(3) Depth to water measured from top of casing

ft - feet

US - United States



Table 4
Analytes with Groundwater Standard or Guidance Value Exceedances
Guthrie Clinic (North) Property
Corning, NY

Location ID		TOGS Groundwater Standard or Guidance Value (1)	Units	GCNPMW01 08/12/2023 N	GCNPMW02 08/12/2023 N	GCNPMW02 08/12/2023 FD	GCNPMW03 08/12/2023 N	GCNPMW01 11/04/2023 N	GCNPMW02 11/04/2023 N	GCNPMW03 11/04/2023 N	GCNPMW03 11/04/2023 FD
Date	CAS Number										
Sample Type											
Metals											
BORON	7440-42-8	1	mg/l	NA	NA	NA	NA	1.5	2.9	1.6	1.5
IRON	7439-89-6	0.3	mg/l	0.54	0.5 J	0.26 J	0.47	0.019 U	0.18	0.047 J	0.035 J
MANGANESE	7439-96-5	0.3	mg/l	0.32	0.052	0.042	0.069	0.048	0.0077	0.012	0.0091
SODIUM	7440-23-5	20	mg/l	118	162	159	143	126	147	149	144

Notes:

Exceeds TOGS Groundwater Standard or Guidance Value

The samples were also analyzed SVOCs, VOCs, PCBs, Pesticides/Herbicides, PFAS and TPH. These analyte groups are not shown since there were no detected concentrations exceeding the TOGS standard or guidance values.

Abbreviations:

CAS = Chemical Abstracts Service

FD = Field duplicate

J = The result is an estimated quantity. The associated numerical value* is the approximate concentration of the analyte in the sample.

mg/l = milligrams per liter

N = Normal

NA = Not Analyzed

PCBs = polychlorinated biphenyls

PFAS = Per- and Polyfluoroalkyl Substances

SVOCs = Semi-Volatile Organic Compounds

TPH = Total Petroleum Hydrocarbons

USEPA = United States Environmental Protection Agency

VOCs = Volatile Organic Compounds

(1) Groundwater standards or guidance values for water class GA (groundwater as a source for drinking water) from Table 1 of the New York State Division of Water Technical and Operational Guidance Series (TOGS) No. 1.1.1 Ambient Water Quality Standards and Guidance Values Memorandum, Part 1 (Reissued June 1998) and addenda.



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Analyte	CAS Number	Unrestricted SCO (1)	Commercial SCO (1)	Toxicity Characteristic Standard (mg/l) (2)	Unit	Soil Samples in the top 1 ft bgs					
						Number of Detections/ Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
Metals (TCLP)											
ARSENIC	7440-38-2	~	~	5	mg/l	8/15	0.0069	0.67	0	0	0
BARIUM	7440-39-3	~	~	100	mg/l	15/15	0.41	1.4	0	0	0
CADMIUM	7440-43-9	~	~	1	mg/l	15/15	0.0031	5.6	0	0	2
CHROMIUM, TOTAL	7440-47-3	~	~	5	mg/l	0/15	0	0	0	0	0
LEAD	7439-92-1	~	~	5	mg/l	15/15	0.0055	244	0	0	2
MERCURY	7439-97-6	~	~	0.2	mg/l	0/15	0	0	0	0	0
SELENIUM	7782-49-2	~	~	1	mg/l	2/15	0.018	0.057	0	0	0
SILVER	7440-22-4	~	~	5	mg/l	0/15	0	0	0	0	0
Metals											
ALUMINUM	7429-90-5	~	~	~	mg/kg	25/25	4160	17700	0	0	0
ANTIMONY	7440-36-0	~	~	~	mg/kg	25/25	0.94	48.6	0	0	0
ARSENIC	7440-38-2	13	16	~	mg/kg	25/25	4.3	184	6	5	0
BARIUM	7440-39-3	350	400	~	mg/kg	25/25	53.1	213	0	0	0
BERYLLIUM	7440-41-7	7.2	590	~	mg/kg	25/25	0.096	0.81	0	0	0
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	21/25	0.12	225	8	6	0
CALCIUM	7440-70-2	~	~	~	mg/kg	25/25	874	48900	0	0	0
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	25/25	7.9	49.5	1	0	0
COBALT	7440-48-4	~	~	~	mg/kg	25/25	6.2	69.1	0	0	0
COPPER	7440-50-8	50	270	~	mg/kg	25/25	10.9	261	2	0	0
IRON	7439-89-6	~	~	~	mg/kg	25/25	5490	27900	0	0	0
LEAD	7439-92-1	63	1000	~	mg/kg	25/25	10	20200	11	2	0
MAGNESIUM	7439-95-4	~	~	~	mg/kg	25/25	1910	9810	0	0	0
MANGANESE	7439-96-5	1600	10000	~	mg/kg	25/25	103	719	0	0	0
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	24/24	0.0054	0.6	3	0	0
NICKEL	7440-02-0	30	310	~	mg/kg	25/25	11.4	27.2	0	0	0
POTASSIUM	7440-09-7	~	~	~	mg/kg	25/25	518	3080	0	0	0
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	7/25	0.65	109	4	0	0
SILVER	7440-22-4	2	1500	~	mg/kg	2/25	0.3	0.38	0	0	0
SODIUM	7440-23-5	~	~	~	mg/kg	25/25	141	2260	0	0	0
THALLIUM	7440-28-0	~	~	~	mg/kg	1/25	0.35	0.35	0	0	0
VANADIUM	7440-62-2	~	~	~	mg/kg	25/25	5.9	37	0	0	0
ZINC	7440-66-6	109	10000	~	mg/kg	25/25	53.5	785	6	0	0
SVOCs											
1,4-DIOXANE (P-DIOXANE)	123-91-1	100	130000	~	ug/kg	0/25	0	0	0	0	0
2,4,5-TRICHLOROPHENOL	95-95-4	~	~	~	ug/kg	0/25	0	0	0	0	0
2,4,6-TRICHLOROPHENOL	88-06-2	~	~	~	ug/kg	0/25	0	0	0	0	0
2,4-DICHLOROPHENOL	120-83-2	~	~	~	ug/kg	0/25	0	0	0	0	0
2,4-DIMETHYLPHENOL	105-67-9	~	~	~	ug/kg	0/25	0	0	0	0	0
2,4-DINITROPHENOL	51-28-5	~	~	~	ug/kg	0/25	0	0	0	0	0
2,4-DINITROTOLUENE	121-14-2	~	~	~	ug/kg	0/25	0	0	0	0	0
2,6-DINITROTOLUENE	606-20-2	~	~	~	ug/kg	0/25	0	0	0	0	0
2-CHLORONAPHTHALENE	91-58-7	~	~	~	ug/kg	0/25	0	0	0	0	0
2-CHLOROPHENOL	95-57-8	~	~	~	ug/kg	0/25	0	0	0	0	0
2-METHYLNAPHTHALENE	91-57-6	~	~	~	ug/kg	0/25	0	0	0	0	0
2-METHYLPHENOL (O-CRESOL)	95-48-7	330	500000	~	ug/kg	0/25	0	0	0	0	0
2-NITROANILINE	88-74-4	~	~	~	ug/kg	0/25	0	0	0	0	0
2-NITROPHENOL	88-75-5	~	~	~	ug/kg	0/25	0	0	0	0	0
3,3'-DICHLOROBENZIDINE	91-94-1	~	~	~	ug/kg	0/25	0	0	0	0	0
3-NITROANILINE	99-09-2	~	~	~	ug/kg	0/25	0	0	0	0	0
4,6-DINITRO-2-METHYLPHENOL	534-52-1	~	~	~	ug/kg	0/25	0	0	0	0	0
4-BROMOPHENYL PHENYL ETHER	101-55-3	~	~	~	ug/kg	0/25	0	0	0	0	0
4-CHLORO-3-METHYLPHENOL	59-50-7	~	~	~	ug/kg	0/25	0	0	0	0	0
4-CHLOROANILINE	106-47-8	~	~	~	ug/kg	0/25	0	0	0	0	0



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Analyte	CAS Number	Unrestricted SCO (1)	Commercial SCO (1)	Toxicity Characteristic Standard (mg/l) (2)	Unit	Soil Samples in the top 1 ft bgs					
						Number of Detections/Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
4-CHLOROPHENYL PHENYL ETHER	7005-72-3	~	~	~	ug/kg	0/25	0	0	0	0	0
4-NITROANILINE	100-01-6	~	~	~	ug/kg	0/25	0	0	0	0	0
4-NITROPHENOL	100-02-7	~	~	~	ug/kg	0/25	0	0	0	0	0
ACENAPHTHENE	83-32-9	20000	500000	~	ug/kg	0/25	0	0	0	0	0
ACENAPHTHYLENE	208-96-8	100000	500000	~	ug/kg	1/25	120	120	0	0	0
ACETOPHENONE	98-86-2	~	~	~	ug/kg	0/25	0	0	0	0	0
ANTHRACENE	120-12-7	100000	500000	~	ug/kg	0/25	0	0	0	0	0
ATRAZINE	1912-24-9	~	~	~	ug/kg	0/25	0	0	0	0	0
BENZALDEHYDE	100-52-7	~	~	~	ug/kg	0/25	0	0	0	0	0
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	5/25	34	980	0	0	0
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	6/25	56	1400	2	2	0
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	5/25	63	2000	1	0	0
BENZO(G,H,I)PERYLENE	191-24-2	100000	500000	~	ug/kg	6/25	48	1100	0	0	0
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	3/25	41	760	0	0	0
BENZYL BUTYL PHTHALATE	85-68-7	~	~	~	ug/kg	0/25	0	0	0	0	0
BIPHENYL (DIPHENYL)	92-52-4	~	~	~	ug/kg	0/25	0	0	0	0	0
BIS(2-CHLOROETHOXY) METHANE	111-91-1	~	~	~	ug/kg	0/25	0	0	0	0	0
BIS(2-CHLOROETHYL) ETHER (2-CHLOROETHYL ETHER)	111-44-4	~	~	~	ug/kg	0/25	0	0	0	0	0
BIS(2-CHLOROISOPROPYL) ETHER	108-60-1	~	~	~	ug/kg	0/25	0	0	0	0	0
BIS(2-ETHYLHEXYL) PHTHALATE	117-81-7	~	~	~	ug/kg	0/25	0	0	0	0	0
CAPROLACTAM	105-60-2	~	~	~	ug/kg	0/25	0	0	0	0	0
CARBAZOLE	86-74-8	~	~	~	ug/kg	0/25	0	0	0	0	0
CHRYSENE	218-01-9	1000	56000	~	ug/kg	2/25	44	1300	1	0	0
CRESOLS, M & P	MEPH1314	330	500	~	ug/kg	0/25	0	0	0	0	0
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	0/25	0	0	0	0	0
DIBENZOFURAN	132-64-9	7000	350000	~	ug/kg	0/25	0	0	0	0	0
DIETHYL PHTHALATE	84-66-2	~	~	~	ug/kg	0/25	0	0	0	0	0
DIMETHYL PHTHALATE	131-11-3	~	~	~	ug/kg	0/25	0	0	0	0	0
DI-N-BUTYL PHTHALATE	84-74-2	~	~	~	ug/kg	0/25	0	0	0	0	0
DI-N-OCTYLPHTHALATE	117-84-0	~	~	~	ug/kg	0/25	0	0	0	0	0
FLUORANTHENE	206-44-0	100000	500000	~	ug/kg	10/25	43	2900	0	0	0
FLUORENE	86-73-7	30000	500000	~	ug/kg	0/25	0	0	0	0	0
HEXACHLOROBENZENE	118-74-1	330	6000	~	ug/kg	0/25	0	0	0	0	0
HEXACHLOROBUTADIENE	87-68-3	~	~	~	ug/kg	0/25	0	0	0	0	0
HEXACHLOROCYCLOPENTADIENE	77-47-4	~	~	~	ug/kg	0/25	0	0	0	0	0
HEXACHLOROETHANE	67-72-1	~	~	~	ug/kg	0/25	0	0	0	0	0
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	4/25	47	970	1	0	0
ISOPHORONE	78-59-1	~	~	~	ug/kg	0/25	0	0	0	0	0
NAPHTHALENE	91-20-3	12000	500000	~	ug/kg	0/25	0	0	0	0	0
NITROBENZENE	98-95-3	~	~	~	ug/kg	0/25	0	0	0	0	0
N-NITROSODI-N-PROPYLAMINE	621-64-7	~	~	~	ug/kg	0/25	0	0	0	0	0
N-NITROSODIPHENYLAMINE	86-30-6	~	~	~	ug/kg	0/25	0	0	0	0	0
PENTACHLOROPHENOL	87-86-5	800	6700	~	ug/kg	0/25	0	0	0	0	0
PHENANTHRENE	85-01-8	100000	500000	~	ug/kg	3/25	160	2700	0	0	0
PHENOL	108-95-2	330	500000	~	ug/kg	0/25	0	0	0	0	0
PYRENE	129-00-0	100000	500000	~	ug/kg	8/25	34	2000	0	0	0
VOCs											
1,1,1-TRICHLOROETHANE (TCA)	71-55-6	680	500000	~	ug/kg	0/0	0	0	0	0	0
1,1-DICHLOROETHANE	75-34-3	270	240000	~	ug/kg	0/0	0	0	0	0	0
1,1-DICHLOROETHENE	75-35-4	330	500000	~	ug/kg	0/0	0	0	0	0	0
1,2,4-TRIMETHYLBENZENE	95-63-6	3600	190000	~	ug/kg	0/0	0	0	0	0	0
1,2-DICHLOROETHENE	95-50-1	1100	500000	~	ug/kg	0/0	0	0	0	0	0
1,2-DICHLOROETHANE	107-06-2	20	30000	~	ug/kg	0/0	0	0	0	0	0
1,3,5-TRIMETHYLBENZENE (MESITYLENE)	108-67-8	8400	190000	~	ug/kg	0/0	0	0	0	0	0



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Analyte	CAS Number	Unrestricted SCO (1)	Commercial SCO (1)	Toxicity Characteristic Standard (mg/l) (2)	Unit	Soil Samples in the top 1 ft bgs					
						Number of Detections/Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
1,3-DICHLOROBENZENE	541-73-1	2400	280000	~	ug/kg	0/0	0	0	0	0	0
1,4-DICHLOROBENZENE	106-46-7	1800	130000	~	ug/kg	0/0	0	0	0	0	0
ACETONE	67-64-1	50	500000	~	ug/kg	0/0	0	0	0	0	0
BENZENE	71-43-2	60	44000	~	ug/kg	0/0	0	0	0	0	0
CARBON TETRACHLORIDE	56-23-5	760	22000	~	ug/kg	0/0	0	0	0	0	0
CHLOROBENZENE	108-90-7	1100	500000	~	ug/kg	0/0	0	0	0	0	0
CHLOROFORM	67-66-3	370	350000	~	ug/kg	0/0	0	0	0	0	0
CIS-1,2-DICHLOROETHYLENE	156-59-2	250	500000	~	ug/kg	0/0	0	0	0	0	0
ETHYLBENZENE	100-41-4	1000	390000	~	ug/kg	0/0	0	0	0	0	0
METHYL ETHYL KETONE (2-BUTANONE)	78-93-3	120	500000	~	ug/kg	0/0	0	0	0	0	0
METHYLENE CHLORIDE	75-09-2	50	500000	~	ug/kg	0/0	0	0	0	0	0
N-BUTYLBENZENE	104-51-8	12000	500000	~	ug/kg	0/0	0	0	0	0	0
N-PROPYLBENZENE	103-65-1	3900	500000	~	ug/kg	0/0	0	0	0	0	0
SEC-BUTYLBENZENE	135-98-8	11000	500000	~	ug/kg	0/0	0	0	0	0	0
T-BUTYLBENZENE	98-06-6	5900	500000	~	ug/kg	0/0	0	0	0	0	0
TERT-BUTYL METHYL ETHER	1634-04-4	930	500000	~	ug/kg	0/0	0	0	0	0	0
TETRACHLOROETHYLENE (PCE)	127-18-4	1300	150000	~	ug/kg	0/0	0	0	0	0	0
TOLUENE	108-88-3	700	500000	~	ug/kg	0/0	0	0	0	0	0
TRANS-1,2-DICHLOROETHENE	156-60-5	190	500000	~	ug/kg	0/0	0	0	0	0	0
TRICHLOROETHYLENE (TCE)	79-01-6	470	200000	~	ug/kg	0/0	0	0	0	0	0
VINYL CHLORIDE	75-01-4	20	13000	~	ug/kg	0/0	0	0	0	0	0
XYLENES	1330-20-7	260	500000	~	ug/kg	0/0	0	0	0	0	0
PCBs											
PCB, TOTAL	PCB - CALC	0.1	1	~	mg/kg	0/0	0	0	0	0	0
PCB-1016 (AROCLOR 1016)	12674-11-2	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1221 (AROCLOR 1221)	11104-28-2	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1232 (AROCLOR 1232)	11141-16-5	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1242 (AROCLOR 1242)	53469-21-9	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1248 (AROCLOR 1248)	12672-29-6	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1254 (AROCLOR 1254)	11097-69-1	~	~	~	mg/kg	0/0	0	0	0	0	0
PCB-1260 (AROCLOR 1260)	11096-82-5	~	~	~	mg/kg	0/0	0	0	0	0	0
Pesticides											
ALDRIN	309-00-2	5	680	~	ug/kg	0/0	0	0	0	0	0
ALPHA BHC (ALPHA HEXACHLOROCYCLOHEXANE)	319-84-6	20	3400	~	ug/kg	0/0	0	0	0	0	0
ALPHA ENDOSULFAN	959-98-8	2400	200000	~	ug/kg	0/0	0	0	0	0	0
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg	0/0	0	0	0	0	0
BETA BHC (BETA HEXACHLOROCYCLOHEXANE)	319-85-7	36	3000	~	ug/kg	0/0	0	0	0	0	0
BETA ENDOSULFAN	33213-65-9	2400	200000	~	ug/kg	0/0	0	0	0	0	0
BETA-CHLORDANE	5103-74-2	~	~	~	ug/kg	0/0	0	0	0	0	0
DELTA BHC (DELTA HEXACHLOROCYCLOHEXANE)	319-86-8	40	500000	~	ug/kg	0/0	0	0	0	0	0
DIELDRIN	60-57-1	5	1400	~	ug/kg	0/0	0	0	0	0	0
ENDOSULFAN SULFATE	1031-07-8	2400	200000	~	ug/kg	0/0	0	0	0	0	0
ENDRIN	72-20-8	14	89000	~	ug/kg	0/0	0	0	0	0	0
ENDRIN ALDEHYDE	7421-93-4	~	~	~	ug/kg	0/0	0	0	0	0	0
ENDRIN KETONE	53494-70-5	~	~	~	ug/kg	0/0	0	0	0	0	0
GAMMA BHC (LINDANE)	58-89-9	100	9200	~	ug/kg	0/0	0	0	0	0	0
HEPTACHLOR	76-44-8	42	15000	~	ug/kg	0/0	0	0	0	0	0
HEPTACHLOR EPOXIDE	1024-57-3	~	~	~	ug/kg	0/0	0	0	0	0	0
METHOXYCHLOR	72-43-5	~	~	~	ug/kg	0/0	0	0	0	0	0
P,P'-DDD	72-54-8	3.3	92000	~	ug/kg	0/0	0	0	0	0	0
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg	0/0	0	0	0	0	0
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg	0/0	0	0	0	0	0
Herbicides											
SILVEX (2,4,5-TP)	93-72-1	3800	500000	~	ug/kg	0/0	0	0	0	0	0



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						Number of Detections/ Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
PFAS											
11-CHLOROEICOSAFLUORO-3-OXAUNDECANE-1-SULFONIC ACID	763051-92-9	~	~	~	ng/g	0/0	0	0	0	0	0
1H,1H,2H,2H-PERFLUORODECANE SULFONIC ACID (8:2)	39108-34-4	~	~	~	ng/g	0/0	0	0	0	0	0
1H,1H,2H,2H-PERFLUOROHXANE SULFONIC ACID (4:2)	757124-72-4	~	~	~	ng/g	0/0	0	0	0	0	0
1H,1H,2H,2H-PERFLUOROOCTANE SULFONIC ACID (6:2)	27619-97-2	~	~	~	ng/g	0/0	0	0	0	0	0
2-(N-ETHYL PERFLUORO-1-OCTANESULFONAMIDO)-ETHANOL	1691-99-2	~	~	~	ng/g	0/0	0	0	0	0	0
2-(N-METHYL PERFLUORO-1-OCTANESULFONAMIDO)-ETHANOL	24448-09-7	~	~	~	ng/g	0/0	0	0	0	0	0
2-(N-METHYL PERFLUOROOCTANESULFONAMIDO) ACETIC ACID	2355-31-9	~	~	~	ng/g	0/0	0	0	0	0	0
2H,2H,3H,3H-PERFLUOROOCTANOIC ACID	914637-49-3	~	~	~	ng/g	0/0	0	0	0	0	0
3-PERFLUOROHEPTYL PROPANOIC ACID	812-70-4	~	~	~	ng/g	0/0	0	0	0	0	0
3-PERFLUOROPROPYL PROPANOIC ACID	356-02-5	~	~	~	ng/g	0/0	0	0	0	0	0
4,8-DIOXA-3H-PERFLUORONONANOIC ACID (ADONA)	919005-14-4	~	~	~	ng/g	0/0	0	0	0	0	0
9-CHLOROHEXADECAFLUORO-3-OXANONANE-1-SULFONIC ACID	756426-58-1	~	~	~	ng/g	0/0	0	0	0	0	0
N-ETHYL PERFLUORO-1-OCTANESULFONAMIDE	4151-50-2	~	~	~	ng/g	0/0	0	0	0	0	0
N-ETHYL-N-((HEPTADEC AFLUOROOCTYL)SULPHONYL) GLYCINE	2991-50-6	~	~	~	ng/g	0/0	0	0	0	0	0
N-METHYL PERFLUORO-1-OCTANESULFONAMIDE	31506-32-8	~	~	~	ng/g	0/0	0	0	0	0	0
NONAFLUORO-3,6-DIOXAHEPTANOIC ACID	151772-58-6	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORO(2-ETHOXYETHANE)SULFONIC ACID	113507-82-7	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORO(2-PROPOXYPROPANOIC) ACID	13252-13-6	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORO-3-METHOXYPROPANOIC ACID	377-73-1	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORO-4-METHOXYBUTANOIC ACID	863090-89-5	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROBUTANESULFONIC ACID (PFBS)	375-73-5	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROBUTANOIC ACID	375-22-4	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORODECANE SULFONIC ACID (PFDS)	335-77-3	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORODECANOIC ACID (PFDA)	335-76-2	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORODODECANESULFONIC ACID (PFDOS)	79780-39-5	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORODODECANOIC ACID (PFDOA)	307-55-1	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROHEPTANE SULFONATE (PFHPS)	375-92-8	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROHEPTANOIC ACID (PFHPA)	375-85-9	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROHXANESULFONIC ACID (PFHXS)	355-46-4	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROHXANOIC ACID (PFHXA)	307-24-4	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUORONONANESULFONIC ACID (PFNS)	68259-12-1	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROOCTANE SULFONAMIDE (FOSA)	754-91-6	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROOCTANESULFONIC ACID (PFOS)	1763-23-1	0.88	440	~	ng/g	0/0	0	0	0	0	0
PERFLUOROOCTANOIC ACID (PFOA)	335-67-1	0.66	500	~	ng/g	0/0	0	0	0	0	0
PERFLUOROPENTANESULFONIC ACID (PFPEs)	2706-91-4	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROPENTANOIC ACID (PFPEA)	2706-90-3	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROTETRADECANOIC ACID (PFTA)	376-06-7	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROTRIDECANOIC ACID (PFTRIA)	72629-94-8	~	~	~	ng/g	0/0	0	0	0	0	0
PERFLUOROUNDECANOIC ACID (PFUNA)	2058-94-8	~	~	~	ng/g	0/0	0	0	0	0	0
PERFUORONONANOIC ACID (PFNA)	375-95-1	~	~	~	ng/g	0/0	0	0	0	0	0
TPH											
GASOLINE RANGE ORGANICS	8006-61-9	~	~	~	mg/kg	0/0	0	0	0	0	0
DIESEL RANGE ORGANICS	PHCC10C28	~	~	~	mg/kg	0/0	0	0	0	0	0



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						Number of Detections/ Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
Metals (TCLP)											
ARSENIC	7440-38-2	~	~	5	mg/l	9/19	0.0057	0.17	0	0	0
BARIUM	7440-39-3	~	~	100	mg/l	19/19	0.22	1.7	0	0	0
CADMIUM	7440-43-9	~	~	1	mg/l	16/19	0.00056	6.1	0	0	1
CHROMIUM, TOTAL	7440-47-3	~	~	5	mg/l	0/19	0	0	0	0	0
LEAD	7439-92-1	~	~	5	mg/l	12/19	0.005	86.9	0	0	1
MERCURY	7439-97-6	~	~	0.2	mg/l	2/19	0.000045	0.000052	0	0	0
SELENIUM	7782-49-2	~	~	1	mg/l	0/19	0	0	0	0	0
SILVER	7440-22-4	~	~	5	mg/l	0/19	0	0	0	0	0
Metals											
ALUMINUM	7429-90-5	~	~	~	mg/kg	23/23	6510	18000	0	0	0
ANTIMONY	7440-36-0	~	~	~	mg/kg	23/23	0.92	13.8	0	0	0
ARSENIC	7440-38-2	13	16	~	mg/kg	23/23	5.2	72.1	7	7	0
BARIUM	7440-39-3	350	400	~	mg/kg	23/23	48	233	0	0	0
BERYLLIUM	7440-41-7	7.2	590	~	mg/kg	23/23	0.24	0.76	0	0	0
CADMIUM	7440-43-9	2.5	9.3	~	mg/kg	21/23	0.045	326	7	5	0
CALCIUM	7440-70-2	~	~	~	mg/kg	23/23	694	19100	0	0	0
CHROMIUM, TOTAL	7440-47-3	30	1500	~	mg/kg	23/23	7.8	21.2	0	0	0
COBALT	7440-48-4	~	~	~	mg/kg	23/23	5.5	22.9	0	0	0
COPPER	7440-50-8	50	270	~	mg/kg	23/23	9.4	106	3	0	0
IRON	7439-89-6	~	~	~	mg/kg	23/23	10700	23400	0	0	0
LEAD	7439-92-1	63	1000	~	mg/kg	23/23	8.6	3950	7	2	0
MAGNESIUM	7439-95-4	~	~	~	mg/kg	23/23	1600	3870	0	0	0
MANGANESE	7439-96-5	1600	10000	~	mg/kg	23/23	230	956	0	0	0
MERCURY	7439-97-6	0.18	2.8	~	mg/kg	22/23	0.0052	0.51	3	0	0
NICKEL	7440-02-0	30	310	~	mg/kg	23/23	12.6	93.5	1	0	0
POTASSIUM	7440-09-7	~	~	~	mg/kg	23/23	957	2440	0	0	0
SELENIUM	7782-49-2	3.9	1500	~	mg/kg	10/23	0.66	95.3	2	0	0
SILVER	7440-22-4	2	1500	~	mg/kg	1/23	0.27	0.27	0	0	0
SODIUM	7440-23-5	~	~	~	mg/kg	23/23	72.6	1390	0	0	0
THALLIUM	7440-28-0	~	~	~	mg/kg	0/23	0	0	0	0	0
VANADIUM	7440-62-2	~	~	~	mg/kg	23/23	11.4	24.9	0	0	0
ZINC	7440-66-6	109	10000	~	mg/kg	23/23	45	823	5	0	0
SVOCs											
1,4-DIOXANE (P-DIOXANE)	123-91-1	100	130000	~	ug/kg	0/23	0	0	0	0	0
2,4,5-TRICHLOROPHENOL	95-95-4	~	~	~	ug/kg	0/23	0	0	0	0	0
2,4,6-TRICHLOROPHENOL	88-06-2	~	~	~	ug/kg	0/23	0	0	0	0	0
2,4-DICHLOROPHENOL	120-83-2	~	~	~	ug/kg	0/23	0	0	0	0	0
2,4-DIMETHYLPHENOL	105-67-9	~	~	~	ug/kg	0/23	0	0	0	0	0
2,4-DINITROPHENOL	51-28-5	~	~	~	ug/kg	0/23	0	0	0	0	0
2,4-DINITROTOLUENE	121-14-2	~	~	~	ug/kg	0/23	0	0	0	0	0
2,6-DINITROTOLUENE	606-20-2	~	~	~	ug/kg	0/23	0	0	0	0	0
2-CHLORONAPHTHALENE	91-58-7	~	~	~	ug/kg	0/23	0	0	0	0	0
2-CHLOROPHENOL	95-57-8	~	~	~	ug/kg	0/23	0	0	0	0	0
2-METHYLNAPHTHALENE	91-57-6	~	~	~	ug/kg	0/23	0	0	0	0	0
2-METHYLPHENOL (O-CRESOL)	95-48-7	330	500000	~	ug/kg	0/23	0	0	0	0	0
2-NITROANILINE	88-74-4	~	~	~	ug/kg	0/23	0	0	0	0	0
2-NITROPHENOL	88-75-5	~	~	~	ug/kg	0/23	0	0	0	0	0
3,3'-DICHLOROBENZIDINE	91-94-1	~	~	~	ug/kg	0/23	0	0	0	0	0
3-NITROANILINE	99-09-2	~	~	~	ug/kg	0/23	0	0	0	0	0
4,6-DINITRO-2-METHYLPHENOL	534-52-1	~	~	~	ug/kg	0/23	0	0	0	0	0
4-BROMOPHENYL PHENYL ETHER	101-55-3	~	~	~	ug/kg	0/23	0	0	0	0	0
4-CHLORO-3-METHYLPHENOL	59-50-7	~	~	~	ug/kg	0/23	0	0	0	0	0
4-CHLOROANILINE	106-47-8	~	~	~	ug/kg	0/23	0	0	0	0	0



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4-CHLOROPHENYL PHENYL ETHER	7005-72-3	~	~	~	ug/kg	0/23	0	0	0	0	0
4-NITROANILINE	100-01-6	~	~	~	ug/kg	0/23	0	0	0	0	0
4-NITROPHENOL	100-02-7	~	~	~	ug/kg	0/23	0	0	0	0	0
ACENAPHTHENE	83-32-9	20000	500000	~	ug/kg	0/23	0	0	0	0	0
ACENAPHTHYLENE	208-96-8	100000	500000	~	ug/kg	3/23	49	780	0	0	0
ACETOPHENONE	98-86-2	~	~	~	ug/kg	0/23	0	0	0	0	0
ANTHRACENE	120-12-7	100000	500000	~	ug/kg	1/23	270	270	0	0	0
ATRAZINE	1912-24-9	~	~	~	ug/kg	0/23	0	0	0	0	0
BENZALDEHYDE	100-52-7	~	~	~	ug/kg	0/23	0	0	0	0	0
BENZO(A)ANTHRACENE	56-55-3	1000	5600	~	ug/kg	7/23	21	1600	1	0	0
BENZO(A)PYRENE	50-32-8	1000	1000	~	ug/kg	6/23	70	1800	2	2	0
BENZO(B)FLUORANTHENE	205-99-2	1000	5600	~	ug/kg	7/23	81	2400	3	0	0
BENZO(G,H,I)PERYLENE	191-24-2	100000	500000	~	ug/kg	7/23	34	2100	0	0	0
BENZO(K)FLUORANTHENE	207-08-9	800	56000	~	ug/kg	6/23	33	940	1	0	0
BENZYL BUTYL PHTHALATE	85-68-7	~	~	~	ug/kg	0/23	0	0	0	0	0
BIPHENYL (DIPHENYL)	92-52-4	~	~	~	ug/kg	0/23	0	0	0	0	0
BIS(2-CHLOROETHOXY) METHANE	111-91-1	~	~	~	ug/kg	0/23	0	0	0	0	0
BIS(2-CHLOROETHYL) ETHER (2-CHLOROETHYL ETHER)	111-44-4	~	~	~	ug/kg	0/23	0	0	0	0	0
BIS(2-CHLOROISOPROPYL) ETHER	108-60-1	~	~	~	ug/kg	0/23	0	0	0	0	0
BIS(2-ETHYLHEXYL) PHTHALATE	117-81-7	~	~	~	ug/kg	0/23	0	0	0	0	0
CAPROLACTAM	105-60-2	~	~	~	ug/kg	0/23	0	0	0	0	0
CARBAZOLE	86-74-8	~	~	~	ug/kg	1/23	57	57	0	0	0
CHRYSENE	218-01-9	1000	56000	~	ug/kg	6/23	47	1700	1	0	0
CRESOLS, M & P	MEPH1314	330	500	~	ug/kg	0/23	0	0	0	0	0
DIBENZ(A,H)ANTHRACENE	53-70-3	330	560	~	ug/kg	2/23	240	390	1	0	0
DIBENZOFURAN	132-64-9	7000	350000	~	ug/kg	1/23	130	130	0	0	0
DIETHYL PHTHALATE	84-66-2	~	~	~	ug/kg	0/23	0	0	0	0	0
DIMETHYL PHTHALATE	131-11-3	~	~	~	ug/kg	0/23	0	0	0	0	0
DI-N-BUTYL PHTHALATE	84-74-2	~	~	~	ug/kg	0/23	0	0	0	0	0
DI-N-OCTYLPHTHALATE	117-84-0	~	~	~	ug/kg	0/23	0	0	0	0	0
FLUORANTHENE	206-44-0	100000	500000	~	ug/kg	10/23	31	1400	0	0	0
FLUORENE	86-73-7	30000	500000	~	ug/kg	0/23	0	0	0	0	0
HEXACHLOROBENZENE	118-74-1	330	6000	~	ug/kg	0/23	0	0	0	0	0
HEXACHLOROBUTADIENE	87-68-3	~	~	~	ug/kg	0/23	0	0	0	0	0
HEXACHLOROCYCLOPENTADIENE	77-47-4	~	~	~	ug/kg	0/23	0	0	0	0	0
HEXACHLOROETHANE	67-72-1	~	~	~	ug/kg	0/23	0	0	0	0	0
INDENO(1,2,3-C,D)PYRENE	193-39-5	500	5600	~	ug/kg	6/23	34	1100	3	0	0
ISOPHORONE	78-59-1	~	~	~	ug/kg	0/23	0	0	0	0	0
NAPHTHALENE	91-20-3	12000	500000	~	ug/kg	1/23	150	150	0	0	0
NITROBENZENE	98-95-3	~	~	~	ug/kg	0/23	0	0	0	0	0
N-NITROSODI-N-PROPYLAMINE	621-64-7	~	~	~	ug/kg	0/23	0	0	0	0	0
N-NITROSODIPHENYLAMINE	86-30-6	~	~	~	ug/kg	0/23	0	0	0	0	0
PENTACHLOROPHENOL	87-86-5	800	6700	~	ug/kg	0/23	0	0	0	0	0
PHENANTHRENE	85-01-8	100000	500000	~	ug/kg	6/23	37	590	0	0	0
PHENOL	108-95-2	330	500000	~	ug/kg	0/23	0	0	0	0	0
PYRENE	129-00-0	100000	500000	~	ug/kg	8/23	24	1200	0	0	0
VOCs											
1,1,1-TRICHLOROETHANE (TCA)	71-55-6	680	500000	~	ug/kg	0/9	0	0	0	0	0
1,1-DICHLOROETHANE	75-34-3	270	240000	~	ug/kg	0/9	0	0	0	0	0
1,1-DICHLOROETHENE	75-35-4	330	500000	~	ug/kg	0/9	0	0	0	0	0
1,2,4-TRIMETHYLBENZENE	95-63-6	3600	190000	~	ug/kg	0/9	0	0	0	0	0
1,2-DICHLOROETHENE	95-50-1	1100	500000	~	ug/kg	0/9	0	0	0	0	0
1,2-DICHLOROETHANE	107-06-2	20	30000	~	ug/kg	0/9	0	0	0	0	0
1,3,5-TRIMETHYLBENZENE (MESITYLENE)	108-67-8	8400	190000	~	ug/kg	0/9	0	0	0	0	0



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Analyte	CAS Number	Unrestricted SCO (1)	Commercial SCO (1)	Toxicity Characteristic Standard (mg/l) (2)	Unit	Soil Samples below 1 ft bgs					
						Number of Detections/Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
1,3-DICHLOROBENZENE	541-73-1	2400	280000	~	ug/kg	0/9	0	0	0	0	0
1,4-DICHLOROBENZENE	106-46-7	1800	130000	~	ug/kg	0/9	0	0	0	0	0
ACETONE	67-64-1	50	500000	~	ug/kg	1/9	4.5	4.5	0	0	0
BENZENE	71-43-2	60	44000	~	ug/kg	0/9	0	0	0	0	0
CARBON TETRACHLORIDE	56-23-5	760	22000	~	ug/kg	0/9	0	0	0	0	0
CHLOROBENZENE	108-90-7	1100	500000	~	ug/kg	0/9	0	0	0	0	0
CHLOROFORM	67-66-3	370	350000	~	ug/kg	0/9	0	0	0	0	0
CIS-1,2-DICHLOROETHYLENE	156-59-2	250	500000	~	ug/kg	0/9	0	0	0	0	0
ETHYLBENZENE	100-41-4	1000	390000	~	ug/kg	0/9	0	0	0	0	0
METHYL ETHYL KETONE (2-BUTANONE)	78-93-3	120	500000	~	ug/kg	0/9	0	0	0	0	0
METHYLENE CHLORIDE	75-09-2	50	500000	~	ug/kg	0/9	0	0	0	0	0
N-BUTYLBENZENE	104-51-8	12000	500000	~	ug/kg	0/9	0	0	0	0	0
N-PROPYLBENZENE	103-65-1	3900	500000	~	ug/kg	0/9	0	0	0	0	0
SEC-BUTYLBENZENE	135-98-8	11000	500000	~	ug/kg	0/9	0	0	0	0	0
T-BUTYLBENZENE	98-06-6	5900	500000	~	ug/kg	0/9	0	0	0	0	0
TERT-BUTYL METHYL ETHER	1634-04-4	930	500000	~	ug/kg	0/9	0	0	0	0	0
TETRACHLOROETHYLENE (PCE)	127-18-4	1300	150000	~	ug/kg	0/9	0	0	0	0	0
TOLUENE	108-88-3	700	500000	~	ug/kg	0/9	0	0	0	0	0
TRANS-1,2-DICHLOROETHENE	156-60-5	190	500000	~	ug/kg	0/9	0	0	0	0	0
TRICHLOROETHYLENE (TCE)	79-01-6	470	200000	~	ug/kg	0/9	0	0	0	0	0
VINYL CHLORIDE	75-01-4	20	13000	~	ug/kg	0/9	0	0	0	0	0
XYLENES	1330-20-7	260	500000	~	ug/kg	0/9	0	0	0	0	0
PCBs											
PCB, TOTAL	PCB - CALC	0.1	1	~	mg/kg	0/9	0	0	0	0	0
PCB-1016 (AROCLOR 1016)	12674-11-2	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1221 (AROCLOR 1221)	11104-28-2	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1232 (AROCLOR 1232)	11141-16-5	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1242 (AROCLOR 1242)	53469-21-9	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1248 (AROCLOR 1248)	12672-29-6	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1254 (AROCLOR 1254)	11097-69-1	~	~	~	mg/kg	0/9	0	0	0	0	0
PCB-1260 (AROCLOR 1260)	11096-82-5	~	~	~	mg/kg	0/9	0	0	0	0	0
Pesticides											
ALDRIN	309-00-2	5	680	~	ug/kg	0/9	0	0	0	0	0
ALPHA BHC (ALPHA HEXACHLOROCYCLOHEXANE)	319-84-6	20	3400	~	ug/kg	1/9	0.53	0.53	0	0	0
ALPHA ENDOSULFAN	959-98-8	2400	200000	~	ug/kg	1/9	7	7	0	0	0
ALPHA-CHLORDANE	5103-71-9	94	24000	~	ug/kg	3/9	6	140	1	0	0
BETA BHC (BETA HEXACHLOROCYCLOHEXANE)	319-85-7	36	3000	~	ug/kg	0/9	0	0	0	0	0
BETA ENDOSULFAN	33213-65-9	2400	200000	~	ug/kg	0/9	0	0	0	0	0
BETA-CHLORDANE	5103-74-2	~	~	~	ug/kg	3/9	3.4	140	0	0	0
DELTA BHC (DELTA HEXACHLOROCYCLOHEXANE)	319-86-8	40	500000	~	ug/kg	3/9	0.44	0.64	0	0	0
DIELDRIN	60-57-1	5	1400	~	ug/kg	0/9	0	0	0	0	0
ENDOSULFAN SULFATE	1031-07-8	2400	200000	~	ug/kg	2/9	0.44	0.45	0	0	0
ENDRIN	72-20-8	14	89000	~	ug/kg	1/9	0.4	0.4	0	0	0
ENDRIN ALDEHYDE	7421-93-4	~	~	~	ug/kg	1/9	0.6	0.6	0	0	0
ENDRIN KETONE	53494-70-5	~	~	~	ug/kg	0/9	0	0	0	0	0
GAMMA BHC (LINDANE)	58-89-9	100	9200	~	ug/kg	3/9	0.43	0.58	0	0	0
HEPTACHLOR	76-44-8	42	15000	~	ug/kg	0/9	0	0	0	0	0
HEPTACHLOR EPOXIDE	1024-57-3	~	~	~	ug/kg	2/9	1.3	1.6	0	0	0
METHOXYCHLOR	72-43-5	~	~	~	ug/kg	5/9	0.64	170	0	0	0
P,P'-DDD	72-54-8	3.3	92000	~	ug/kg	0/9	0	0	0	0	0
P,P'-DDE	72-55-9	3.3	62000	~	ug/kg	2/9	0.45	11	1	0	0
P,P'-DDT	50-29-3	3.3	47000	~	ug/kg	3/9	0.72	6.4	1	0	0
Herbicides											
SILVEX (2,4,5-TP)	93-72-1	3800	500000	~	ug/kg	0/9	0	0	0	0	0



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Analyte	CAS Number	Unrestricted SCO (1)	Commercial SCO (1)	Toxicity Characteristic Standard (mg/l) (2)	Unit	Soil Samples below 1 ft bgs					
						Number of Detections/ Analyses	Minimum Detection	Maximum Detection	Number of Unrestricted SCO Exceedances	Number of Commercial SCO Exceedances	Number of TCLP Exceedances
PFAS											
11-CHLOROEICOSAFLUORO-3-OXAUNDECANE-1-SULFONIC ACID	763051-92-9	~	~	~	ng/g	0/9	0	0	0	0	0
1H,1H,2H,2H-PERFLUORODECANE SULFONIC ACID (8:2)	39108-34-4	~	~	~	ng/g	0/9	0	0	0	0	0
1H,1H,2H,2H-PERFLUOROHXANE SULFONIC ACID (4:2)	757124-72-4	~	~	~	ng/g	0/9	0	0	0	0	0
1H,1H,2H,2H-PERFLUOROOCTANE SULFONIC ACID (6:2)	27619-97-2	~	~	~	ng/g	0/9	0	0	0	0	0
2-(N-ETHYL PERFLUORO-1-OCTANESULFONAMIDO)-ETHANOL	1691-99-2	~	~	~	ng/g	0/9	0	0	0	0	0
2-(N-METHYL PERFLUORO-1-OCTANESULFONAMIDO)-ETHANOL	24448-09-7	~	~	~	ng/g	0/9	0	0	0	0	0
2-(N-METHYL PERFLUOROOCTANESULFONAMIDO) ACETIC ACID	2355-31-9	~	~	~	ng/g	1/9	0.18	0.18	0	0	0
2H,2H,3H,3H-PERFLUOROOCTANOIC ACID	914637-49-3	~	~	~	ng/g	0/9	0	0	0	0	0
3-PERFLUOROHEPTYL PROPANOIC ACID	812-70-4	~	~	~	ng/g	0/9	0	0	0	0	0
3-PERFLUOROPROPYL PROPANOIC ACID	356-02-5	~	~	~	ng/g	0/9	0	0	0	0	0
4,8-DIOXA-3H-PERFLUORONONANOIC ACID (ADONA)	919005-14-4	~	~	~	ng/g	0/9	0	0	0	0	0
9-CHLOROHEXADECAFLUORO-3-OXANONANE-1-SULFONIC ACID	756426-58-1	~	~	~	ng/g	0/9	0	0	0	0	0
N-ETHYL PERFLUORO-1-OCTANESULFONAMIDE	4151-50-2	~	~	~	ng/g	0/9	0	0	0	0	0
N-ETHYL-N-((HEPTADECALUOROOCOTYL)SULPHONYL) GLYCINE	2991-50-6	~	~	~	ng/g	0/9	0	0	0	0	0
N-METHYL PERFLUORO-1-OCTANESULFONAMIDE	31506-32-8	~	~	~	ng/g	0/9	0	0	0	0	0
NONAFLUORO-3,6-DIOXAHEPTANOIC ACID	151772-58-6	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORO(2-ETHOXYETHANE)SULFONIC ACID	113507-82-7	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORO(2-PROPOXYPROPANOIC) ACID	13252-13-6	~	~	~	ng/g	1/9	0.053	0.053	0	0	0
PERFLUORO-3-METHOXYPROPANOIC ACID	377-73-1	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORO-4-METHOXYBUTANOIC ACID	863090-89-5	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROBUTANESULFONIC ACID (PFBS)	375-73-5	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROBUTANOIC ACID	375-22-4	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORODECANE SULFONIC ACID (PFDS)	335-77-3	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORODECANOIC ACID (PFDA)	335-76-2	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORODODECANESULFONIC ACID (PFDOS)	79780-39-5	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORODODECANOIC ACID (PFDOA)	307-55-1	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROHEPTANE SULFONATE (PFHPS)	375-92-8	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROHEPTANOIC ACID (PFHPA)	375-85-9	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROHEXANESULFONIC ACID (PFHXS)	355-46-4	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROHEXANOIC ACID (PFHXA)	307-24-4	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUORONONANESULFONIC ACID (PFNS)	68259-12-1	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROOCTANE SULFONAMIDE (FOA)	754-91-6	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROOCTANESULFONIC ACID (PFOS)	1763-23-1	0.88	440	~	ng/g	4/9	0.054	0.34	0	0	0
PERFLUOROOCTANOIC ACID (PFOA)	335-67-1	0.66	500	~	ng/g	4/9	0.058	0.16	0	0	0
PERFLUOROPENTANESULFONIC ACID (PFPE)	2706-91-4	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROPENTANOIC ACID (PFPEA)	2706-90-3	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROTETRADECANOIC ACID (PFTA)	376-06-7	~	~	~	ng/g	0/9	0	0	0	0	0
PERFLUOROTRIDECANOIC ACID (PFTRIA)	72629-94-8	~	~	~	ng/g	1/9	0.13	0.13	0	0	0
PERFLUOROUNDECANOIC ACID (PFUNA)	2058-94-8	~	~	~	ng/g	0/9	0	0	0	0	0
PERFUORONONANOIC ACID (PFNA)	375-95-1	~	~	~	ng/g	0/9	0	0	0	0	0
TPH											
GASOLINE RANGE ORGANICS	8006-61-9	~	~	~	mg/kg	2/9	0.57	1.9	0	0	0
DIESEL RANGE ORGANICS	PHCC10C28	~	~	~	mg/kg	5/9	13	200	0	0	0



Table 5
Summary of Detections and Exceedances in Soil
Guthrie Clinic (North) Property
Corning, NY

Notes:

Samples that straddled 1 ft bgs were counted in the group above 1 ft bgs.

(1) New York State Department of Environmental Conservation (NYSDEC) Subpart 375-6 Remedial Program Soil Cleanup Objectives (SCOs).

(2) Federal Code of Regulations, Section 261.24 - Toxicity characteristic. Context: Title 40 - Protection of Environment. Chapter I - Environmental Protection Agency. Subchapter I - Solid Wastes. Part 261 - Identification and Listing of Hazardous Waste. Subpart C - Characteristics of Hazardous Waste (2012-07-01).

~ = no standard or guidance value listed for this constituent.

Abbreviations:

CAS = Chemical Abstracts Service

ft bgs = feet below ground surface

mg/kg = milligrams per kilogram

mg/l = milligrams per liter

ng/g = nanograms per gram

PCBs = polychlorinated biphenyls

PFAs = Per- and Polyfluoroalkyl Substances

SVOCs = Semi-Volatile Organic Compounds

TCLP = Toxicity Characteristic Leaching Procedure

TPH = Total Petroleum Hydrocarbons

ug/kg = micrograms per kilogram

VOCs = Volatile Organic Compounds



Appendix A

Copy of Abstract of Title

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STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach Bailey 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 notice of its privacy policies and practices, such as the type and 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 practices of STEWART TITLE INSURANCE COMPANY.

We may collect nonpublic 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 other.
- 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 from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about 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 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 regulation to guard your nonpublic personal information.

STEWART TITLE INSURANCE COMPANY

150 LAKE STREET

ELMIRA, NEW YORK 14901

PHONE: (607) 732-7229

FAX: (607) 273-5892

OWNER:

GUTHRIE CLINIC

PROPERTY:

130 CENTER WAY, CITY OF CORNING

ABSTRACT:

33-299773

TAX MAP NO.:

318.05-02-002.000

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

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- 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 from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about 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 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 regulation to guard your nonpublic personal information.

1. WARRANTY DEED

Hiram W. Bostwick and
Mary Bostwick, his wife

to

Thomas W. Olcott

Instrument Date: 09-17-1855
Acknowledged Date: 09-29-1855
Record Date: 10-1-1855 *Time:* 12:00PM
Instrument Location: Liber 76 of Deeds; Page 403

For above instrument, see attached copy

TITLE I

76-403

408

Patrick Mc Lany Three hundred forty four dollars P. Sleeper Five hundred
ninety four dollars James S. Robinson One hundred fifty eight 53/100 dollars Lucy
and Belamator Two hundred forty eight 45/100 dollars A. S. Waskam One hundred
eighty nine 5/100 dollars Volby and Gillett Three hundred four 9/100 dollars Butler
Davis Seven hundred forty nine 400 dollars C. E. Osborn One hundred eight 9/100
dollars C. H. Towell Four hundred Forty four 84/100 dollars P. F. Farwell
Three hundred Sixty five 5/100 dollars Seely Brownell Three hundred Thirty
two 45/100 dollars

Witness Whereof the parties of the first Part have hereunto set their
hands and seals the day and year first above written
Sealed and Delivered in presence of The words
Ten Thousand Nine hundred and Seventy five
in line four from the top written over and under and
the word "nine" in line twelve from top interlined
before signing J. O. Johnson

Miriam W Postwick {S.S.}
Mary Postwick {S.S.}

State of New York

Steuben County ss On this 29 day of September in the Year one thousand
eight hundred and fifty five before me the subscriber
personally appeared Miriam W Postwick and Mary Postwick his wife
to me known to be the same persons described in and who executed the within
instrument who severally acknowledged that they executed the the same and
the said Mary Postwick on a private examination by me apart from her said
husband acknowledged that she executed the same freely and without any
fear or compulsion of her said husband

Recorded Sept 29, 1853 at 7 PM

W. H. Campbell Clerk

J. A. Johnson
Justice Sup. Court

This Indenture Made this seventeenth day of September in the Year of our
Lord one thousand eight hundred and fifty five Between Miriam W Postwick
and Mary his wife of the Town of Corning in the County of Steuben and State of
New York of the first part and Thomas H Olcott of the City of Albany and
State aforesaid of the Second Part Witnesseth that the said parties of the first
part in consideration of the sum of Thirteen thousand seven hundred and
fifty dollars to them duly paid the receipt Whereof is hereby acknowledged have
sold and by these presents do grant and convey to the said party of the Second part
his heirs and assigns forever All those certain lot pieces or parcels of Land Situate lying
and being in the village of Corning in the Town of Corning in the County of Steuben
and State of New York known and designated as Lot Thirty Seven (37) and thirty
eight (38) in Block Eighty two (82) Lot three (3) in Block Fifty six (56) Lot (7)
in Block Forty four (44) Lot Seven (7) in Block Twenty six (26) Lot Seven (7) in
Block Five (5) Lot Seven in Block Forty Lot Fourteen (14) in Block Thirty six
(36) Lot two (2) in Block Twenty three (23) Lot Eight (8) in Block Twenty one (21) Lot
Fifteen (15) in Block Six (6) Lot one (1) Two (2) and Five (5) in Block X; Lot
Nine (9) and Ten (10) in Block Eighty two (82) Lots Forty six (46) and Forty Seven (47)
in Block Thirty three (33) Lot Forty Seven (47) and Forty eight (48) in Block Thirty
two (32) Lot one (1) and two (2) in Block Thirty two (32) Lot seven (7) and eight (8)
in Block Sixty two River Lots Twenty (20) Twenty one (21) and Sixty eight (68)
on the South Side of the Chemung River Lot three (3) in Block Forty six (46)

Books
82
54
44
26
5
40
36
23
21
6
X
82

35
32
62
River Lots
46

206 Ten (2) Thirty Seven (37) Thirty Eight (38) and thirty nine in Block Forty Seven (47) Lot
 Seven (7) in Block Ninety Nine (99) Lot Six (6) in Block Twenty four (24) Lot thirty five (35) in Block
 Sixty three (63) Lot thirteen (13) in Block Twenty three (23) Lot Twelve (12) in Block Fifty
 eight (58) Lot sixteen (16) and seventeen (17) in Block Sixty one (61). Also all those certain lot or
 parcels of Land situate in the village of Gibson in said town of Cornish known and designa
 on the Map hereinafter mentioned as follows Lot Three (3) Twenty two (22) Fifty two (52) Fifty
 three (53) thirty eight (38) Thirty nine (39) Ten (10) Fifty eight (58) Fifty nine (59) Forty (40) &
 Forty one (41) Also all those certain other lots or parcels of Land situate and being in the New farm
 in said Town of Cornish known and designated on said Map as follows River lot three (3) and four
 (4) on the North Side of the said river Lots Six (6) and fourteen (14) in said farm. Also all those
 certain other lots pieces or parcels of Land situate and being in said village of Cornish known and
 designated on the Map hereinafter mentioned subject nevertheless to the contract of sale of said
 lots hereinafter mentioned to the several persons whose names are written after each lot
 respectively as follows to wit: Lot twenty nine (29) in Block Sixty four (64) C. E. Lacy; Lot
 eleven (11) in Block Thirty two (32) C. Cokley Lot Four in Block Forty two (42) Charlotte
 R. Thomas North one half of Lot Eleven (11) in Block Sixty five (65) John Maynard Lot twelve
 (12) in Block Seventeen (17) Charles Ebel; and Sixty one feet of Lot five (5) in Block
 Fifty nine (59) John O. Parcel Lot nine (9) in Block Seventeen (17) C. E. Lacy Lot Eleven (11)
 in Block Seventy eight (78) Mrs C. W. Pratt Lot thirteen (13) in Block Forty nine (49)
 A. M. Coe Lot thirteen (13) in Block Sixty Seven (67) Wm B. Torbell Lot Forty four (44) in
 Block Forty one (41) Hester Kavis Lot three (3) in Block Eighty seven (87) George Barnard
 Lot eighteen (18) in Block Seventy nine (79) Hiram Mangum South one half of Lot nine
 (9) and Ten (10) in Block Fifty nine (59) H. G. Clute Lot five (5) in Block Eighty Seven
 (87) William Knapp Reference being had for a more particular description and
 designation of each and all of above described Lot and parcel of Land to the Survey
 and Map of Bruner & Canfield certifying to and acknowledged by them on the 14th
 or 15th day of September A.D. 1855 Together with all said contracts as above herein-
 after mentioned with the sums of money due thereon with the appurtenances and all
 the estate title and interest therein of the said parties of the first part and the said
 Hiram W. Postwick doth hereby covenant and agree to and with the said party of
 the second part his heirs and assigns that at the time of the executing and delivery
 of these presents he is the lawful owner and is well seized of the premises above conveyed
 free and clear of all incumbrance except as above set forth and that the premises
 thus conveyed in the quiet and peaceable possession of the said party of the second
 part his heirs and assigns he will forever warrant and defend against any person
 Whosoever lawfully claiming the same or any part thereof. And the said Hiram
 W. Postwick doth hereby promise covenant and agree to and with the said
 Thomas M. Biddle that there is due and unpaid upon the several contracts of
 sale above mentioned according to the conditions thereof for principal and interest
 the sums mentioned and set after the names of the respective parties to such
 contracts as follows to wit: C. E. Lacy Two hundred thirty four 2/100 dollars C
 Cokley One hundred forty five 4/100 dollars Charlotte R. Thomas One hun-
 dred eighty two 2/100 dollars John Maynard One hundred forty four 4/100 dollars
 Charles Ebel Two hundred twenty seven 2/100 dollars John O. Parcel One hun-
 dred eighty eight 8/100 dollars C. E. Lacy (Lot 9 in Block Seventeen) Three hun-
 dred fourteen 4/100 dollars Mrs C. W. Pratt Three hundred forty five 4/100 dollars
 A. M. Coe Ten hundred fourteen 1/100 dollars William B. Torbell One hundred
 84/100 dollars Hester Kavis Two hundred eleven 9/100 dollars George Barnard Two

405

dollar H. G. Clute Two hundred eighty one ² 1/2 dollar William Knapp
fifty five ² 1/2 dollar

In Witness Whereof the parties of the first part have hereunto set their
hands and seals the day and year first above written
Signed and delivered in presence of

J. A. Johnson

William H. Postwick S.S.
Mary Postwick S.S.

The word one in line 13 from top
written over an erasure before execution
J. A. Johnson

State of New York

Steuben County S.S. & On this Twenty ninth day of September in the year
of our Lord One thousand eight hundred and fifty five
before me the subscriber personally appears William H. Postwick and Mary
his wife to me known to be the same persons described in and who executed the
within instrument who severally acknowledged that they executed the same
and the said Mary Postwick on a private examination by me separate from
her said husband acknowledged that she executed the same freely and
without any fear or compulsion of her said husband

Recorded Oct 1. 1855 at 12 M
C. W. Campbell Clerk

J. A. Johnson
Justice Sup Court

This Indenture Made the Twenty ninth day of March in the year
of our Lord one thousand eight hundred and fifty two Between James
Rutherford and Catherine his wife of Bath Steuben County New York of the first
part and James A. W. Rutherford of the same place of the second part Witnesseth
that the said parties of the first part for and in consideration of the sum of Twenty
five hundred dollars lawful money of the United States of America to them in hand
paid by the said party of the second part the receipt Whereof is hereby confessed and
acknowledged have granted aliened remised released enfeoffed and confirmed and by these
presents do grant alien remise release enfeoff and confirm unto the said party of the second
part and to his heirs and assigns forever All of those several pieces or parcels of lands
described as follows Beginning at a point on the bank of the Conchocton River the North
west corner of fifty two and a half acres set off to James Rutherford and running three
South fifty one and a half degrees west fifty five chains & seventy links to a post three
links southerly of a Basswood tree Thence North 88 1/2 degrees west on a line of the
Mason farm four chains & sixty links to an ash post Thence north fifty one and a
half degrees East fifty two chains & twenty links to the Shore of the Conchocton river
Thence down the same to the place of beginning containing twenty five acres of land
set off to William Rutherford in the partition of the Mason farm Also that
other piece described as follows both being in township number four in the third range
of Townships in the County of Steuben aforesaid and being the same and all that
certain piece of Land in the town of Bath which was set off to James Moore on a
division of the estate of Thomas Mason & bounded as follows Beginning at a post
& stone on the Shore of the Conchocton River being the North west corner of a twenty five
acre lot set off to William Rutherford in said division Thence South fifty one degrees
thirty minutes west fifty two chains & twenty links to the South west corner of said 25
acre lot on the South west line of the Mason farm Thence North thirty eight degrees
thirty minutes west eleven chains and seventy two links to a large Black or Red

2. WARRANTY DEED

Alfred Edelin and
Siduie T. Edelin, his wife

to

John Kelley


Instrument Date: 01-30-1867
Acknowledged Date: 01-30-1867
Record Date: 3-8-1867
Instrument Location: Liber 114 of Deeds; Page 26

For above instrument, see attached copy

DRAFT

114026

26

was at the time of taking such proof or acknowledgment a Commissioner of Deeds in and for the City of New York, dwelling in the said City, and duly authorized to take the same, that I am well acquainted with the hand writing of the said Commissioner and truly believe that the signature to the said certificate of proof or acknowledgment is genuine and the said instrument is executed and acknowledged according to the laws of the State of New York. In testimony whereof I have hereunto set my hand and affixed my official seal as County Clerk and Clerk of said Courts this 31 day of March 1866.
 Recorded March 8. 1867.  <sup>Seal not
for stamp</sup> H. H. Waine Clerk.
 Wm. A. Van Orsdale Clerk.

Alfred Edelin wife To
 John Kelly. This Indenture made the thirtieth day of January one thousand eight hundred and sixty seven. Between Alfred Edelin and Sidus Edelin his wife of the town of Learning in the County of Sullivan and State of New York, of the first part and John Kelly of the town Learning and State of New York of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of four hundred dollars to them paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, sell, and convey unto the said party of the second part and to his heirs and assigns, all that certain lot, piece or parcel of land situate, lying and being in the town of Learning in the County of Sullivan, and State of New York, known and designated as Shop farm lot number Ten (10) and lying on the east side of Addison Street, being about three hundred feet in front on said Street, bounded on the west by Addison Street, on the north by Franklin Street and the east by lands of John W. Barry, and on the south by Fulton Street, containing about four acres of land, more or less, as by reference to Brewer and Leach's maps will more particularly appear. With the appurtenances to the said premises belonging, and all the estate, right, title and interest both at law and in equity, of the parties of the first part in and to the same, to have and to hold the said granted premises with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part do by these presents covenant with the said party of the second part his heirs and assigns that they the said parties of the first part

and their respective heirs shall and will forever hereafter warrant and defend the said premises, and every part thereof with the appurtenances unto the said party of the second part his heirs and assigns against all persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, under or through, the said parties of the first part respectively. Provided always that nothing herein contained shall be construed to be a covenant of warranty of the title to said premises, against a sale of the same or any part thereof for taxes which may have been imposed subsequent to the 28th day of May one thousand eight hundred and sixty three.

In witness whereof the said parties of the first part have hereunto set their hands and seals on the day and upon the first above written. Sealed and Delivered in presence of ^{Wm. H. Smith} ~~New York~~ ^{Alfred Edelin} ~~Alfred Edelin~~ ^{Sidnie T. Edelin} ~~Sidnie T. Edelin~~

State of New York. On this 30th day of January in the year of our Lord one thousand eight hundred and sixty seven before me the subscriber a Notary Public in and for said County personally appeared Alfred Edelin and Sidnie T. Edelin his wife to me known to be the same persons described and who executed the within instrument who severally acknowledged that they executed the same, and the said Sidnie T. Edelin in a private examination by me apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion of her said husband. L. H. Thomson
Recorded March 8, 1867. 3
4 PM. A. H. Van Corder, Clerk. 3

Notary Public
in and for said County

David Annan's wife. To
Abram E. Spike. This Indenture made the eleventh day of March in the year of our Lord one thousand eight hundred and sixty seven Between David Annan of Bath, Steuben County, New York and Jane E. his wife of the first part, and Abram E. Spike of Newark, Steuben County, New York, of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of one thousand Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted, allowed, remitted, released, conveyed and confirmed, and by these presents do grant, allow, remise, release, convey and confirm unto the said party of the second part and to his

3. WARRANTY DEED

Thomas W. Olcutt

to

John Kelly

Instrument Date: 03-12-1870
Acknowledged Date: 03-12-1870
Record Date: 3-28-1870 *Time:* 3:00 PM
Instrument Location: Liber 128 of Deeds; Page 81

For above instrument, see attached copy

DRAFT

128-81

Lot 14 Kelly Farm

8

party of the second part his heirs and assigns A.L. that certain
 freehold parcel of Land, situate in the village of Corning, in the
 said County of Steuben, known and distinguished as Lot
 number two, in Block number fifty six lying on the south
 side of Third Street being sixty three feet in front on said Third
 street and about one hundred and sixty five feet in depth; reference
 to Crover and Canfield's map of said village being had, will
 fully appear. subject to all taxes and assessments after the
 first day of January 1857. Together with the appurtenances and
 all the estate and interest of the said Joseph Fellows therein. To have and
 to hold the said granted land unto the said party of the second part
 his heirs and assigns forever. And the said Joseph Fellows, for himself
 and his heirs, executors and administrators, doth covenant with
 the party of the second part his heirs and assigns that the said prem-
 ises in the quiet and peaceable possession of the said party of the
 said party of the second part his heirs and assigns against every
 person lawfully claiming said land or any part thereof subject
 to taxes and assessments as aforesaid. he the said Joseph Fellows
 and his heirs will forever warrant and defend. In Witness Whereof
 the said Joseph Fellows has hereunto set his hand and seal on this
 day and year first above written.
 Signed and Delivered } *Joseph Fellows*
 in presence of J. F. Hill. } *J. F. Hill*

State of New York }
 County of Steuben } ss.

J. F. Hill Notary Public for said County
 in said State do Certify that on the twentieth
 day of March 1870 personally appeared before me Joseph Fellows to me
 known to be the person described in and who executed this above deed
 and he acknowledged that he executed said Deed.

Recorded March 28/1870
 of M. A. M. Crane, Clerk

J. F. Hill
 Notary Public

Thomas N. Olcott
 to
 John Kelly.

This Indenture made the 12th day of March
 in the year of our Lord one thousand &
 eight hundred and seventy (Between)
 Thomas N. Olcott of Albany N.Y. of the
 first part and John Kelly of Corning N.Y. of the second part.
 Witnesseth That the said party of the first part for and in con-
 sideration of the sum of two hundred Dollars lawful money of the

United States of America, to him - in hand in hand, paid by the said
 party of the second part: the receipt whereof is hereby ^{confessed} acknowledged, ~~that~~
 granted, bargained, sold, conveyed, aliened, remised, released, enfeoffed,
 and confirmed, and, by these Presents does grant, bargain, sell, convey,
 alien, remise, release, enfeoff, and confirm unto the said party of the
 second, and to his heirs and assigns forever, All of Lot 11th fourteen
 Acres farm situate and being in Steuben County and state of New York
 is more particularly described in a map made by Brewer and Camfield
 surveyors Together with, all and singular, the hereditaments and
 appurtenances thereto belonging, or in anywise appertaining,
 and the reversion and reversions, remainder and remainders
 unto issue and profits thereof, and all the estate, right title
 interest, claim and demand whatsoever of the said party of the
 first part, either in law or equity, of in and to the above gran-
 ted premises, with the said hereditaments and appurtenances
 To have and to hold the above mentioned and described premises
 with the appurtenances and every part and parcel thereof,
 to the said party of the second part his heirs and assigns
 forever. And the said party of the first part for himself
 his heirs, executors and administrators do covenant, promise
 and agree, to and with the said party of the second part his
 heirs and assigns, to warrant and forever to defend the above
 granted premises and every part and parcel thereof now
 being in the quiet and peaceable possession of the said party
 of the second part against the said party of the first part
 his heirs, executors, administrators and assigns, and against
 all and every other person or persons claiming or to claim the
 the said premises, or any part thereof, subject to all taxes and
 assessments since the year 1866. In Witness Whereof, the said
 party of the first part has hereunto set his hand and seal the day
 and year first above written.
 Sealed and Delivered in } ^{one Dollar} _{H. S. the} Thomas H. Olcott. 29
 Presence of Dudley Olcott }
 Albany, N.Y.

State of New York } ss
 Albany County } I, Certify that on the twelfth day of March
 1870, before me appeared Thomas H. Olcott
 to me personally known to be the person described in and who
 executed the foregoing deed, and acknowledged the execution thereof.
 G. G. David, J. P.
 Notary Public.

State of New York.
 City of County of Albany } SS. I, John McEwen, Clerk of the said City and
 Clerk Office } County, and also Clerk of the Supreme and County
 Courts being Courts of Record, hold therein do hereby
 Certify that: G. S. Davidson; whose name is subscribed to the Certificate
 of Proof or acknowledgment of the annexed instrument is writing
 and endorsed thereon, was at the time of taking such Proof or acknowl-
 edgement a Notary Public, in and for the said County, dwelling in the
 said City and duly authorized to take the same; and that I am well
 acquainted with the handwriting of said Notary Public and verily be-
 lieve that the signature to said Certificate of Proof or acknowledgment
 is genuine; and that the said instrument is executed and acknowl-
 edged according to the Laws of the State of New York In Testimony
 Whereof, I have hereunto set my hand and affixed my Official
 Seal as County Clerk and Clerk of said Courts this 2nd day of March 1870.
 Recorded, March 28, 1870 } Gen. V. Thacher.
 G. P. M. H. M. Evans, Clk } Dep't. Clerk.

Es. Amanda Hobart
 to
 Peter Watson.

This Indenture, Made the twenty ninth day
 of August in the year one thousand eight
 hundred and six, ~~four~~ ^{between} Es. Aman-
 da Hobart of the town of Southold, in the County
 of Suffolk and State of New York, relict of George W. Hobart formerly
of Erwin Steuben County New York deceased, of the first part, and Peter Watson
of Erwin Steuben County and State of New York of the second part Witnesses.
 that the said party of the first part in consideration of the sum of four
 hundred and fifty Dollars to him duly paid before the delivery hereof hath
 bargained and sold unto by these presents doth grant and convey to the said
 party of the second part his heirs and assigns forever All that certain
 piece or parcel of land situated and being in the village of Painted Post known
 as lot number twenty six (26) in a plat of said village as laid out by Francis
 E. Corwin surveyor and ~~delimited~~ ^{depicted} on a map by Michael R. Sharpe lying on
 the south of Chenung Street and fronting thereon forty feet being a portion
 of the premises conveyed to the said George W. Hobart in his life time by Darryl
 C. Wood by deed dated April 7th 1853 with the appurtenances and all the estate
 title and interest of the said party of the first part therein And the said party of
 the first part doth hereby covenant and agree with the said party of the se-
 cond part that at the time of delivery hereof the said party of the first part
 the lawful owners of the premises above granted and signed to the said party of
 simple absolute and that she will warrant and defend the same.

4. WARRANTY DEED

John Kelly

to

Elizabeth Mary Kelly

Instrument Date: 07-07-1898
Acknowledged Date: 07-07-1898
Record Date: 3-16-1900 *Time:* 3:30 PM
Instrument Location: Liber 259 of Deeds; Page 565

For above instrument, see attached copy

DRAFT

2590565

51

✓ This Indenture, Made the Twentieth day of July in the year
eighteen hundred and ninety-eight **Between** John Kelly of the city of Corning, Steuben
County New York, widower, party
of the first part, and Elizabeth Mary Kelly of the same place, party

That the said part y of the first part, ~~for and~~ in consideration of the sum of One dollar (\$1.00) ^{and the consideration herein set forth} ~~and the consideration herein set forth~~ lawful money of the United States paid by the said part ~~of the second part~~ doth hereby grant and release unto the said part y of the second part, her heirs and assigns forever,
ALL THAT TRACT OR PARCEL OF LAND, situate in the city of Corning County of Steuben,
and State of New York, known and distinguished as lot number fourteen (14) of the
Knop farm, as by reference to the map of Corning made by Brewer & Co. filed
will more fully appear, and being the same premises conveyed to the party
of the first part hereto by Thomas H. O'Leary, by warranty deed dated March
12th 1870. recorded in Steuben County Clerk's Office in Liber 128 of deeds at page 81 etc.

Also all that other tract or parcel of land, situate in the city of Corning, County of
Steuben and State of New York, known and distinguished as lot number ten (10)
of the Knop farm, as described in a warranty deed dated the 30th day of
January 1867- made and executed by Alfred Odell and Corine J. his
wife to the party of the first part hereto, and recorded in the Office of the Clerk of
Steuben County in Liber 114 of deeds at page 26 etc.

As a part of the consideration of this conveyance, the party of the second part hereto, hereby undertakes and agrees to support, care for and maintain the party of the first part for and during the term of his natural life, and said party of the second part accepts this conveyance, subject to said conditions and covenants to perform the same.

Together with the appurtenances; and all the estate and rights of the said part y of the first part, in and to said premises.
TO HAVE AND TO HOLD the above granted premises unto the said part y of the second part, her heirs and assigns forever.
And the said John Kelly doth covenant with the said part y of the second part as follows:

That the part y of the second part shall quietly enjoy the said premises.

That the said John Kelly will forever warrant the Title to said premises.

In Witness Whereof, the said part y of the first part hath hereunto set his hand and seal the day and year first above written.

IN THE PRESENCE OF

U. S. REV. STAMPS

\$ 3.00

AFFIXED AND CANCELLED,

STATE OF NEW YORK.

COUNTY OF

Steuben

OR

Corning

ss.

On the

7th

day of

July

in the year eighteen

hundred and ninety-eight, before me the subscriber personally came appeared John Kelly

personally known to me to be the same known individual described in, and who executed the foregoing instrument and he thereupon
acknowledged to me that he executed the same.

George Hitchcock
Justice of the Peace.

5. IN THE MATTER OF THE ESTATE

OF

ELIZABETH KELLY, DECEASED

<i>Date of Death:</i>	6-24-1926	
<i>Date Petition Filed:</i>	08-18-1926	
<i>Letters Issue Date:</i>	08-20-1926	<i>Letter Type:</i> Administration
<i>Instrument Location:</i>	File 18919	

Petition for Letters of Administration by John Kelly, filed August 18, 1926, shows that decedent died, intestate, on June 24, 1926 survived by John Kelly - spouse and Daniel Kelly - son, both being of full age and sound mind.

Letters of Administration issued to John Kelly August 20, 1926 (26 Letters of Administration, Page 316).

6. BOUNDARY LINE AGREEMENT

Corning Homes, Inc.

and

John Kelly, widower, et al

Instrument Date: 02-27-1928
Acknowledged Date: 02-27-1928
Record Date: 3-7-1928 *Time:* 9:00AM
Instrument Location: Liber 405 of Deeds; Page 161

For above instrument, see attached copy

DRAFT

CONFIDENTIAL SETTLEMENT COMMUNICATION INADMISSIBLE IN THIS OR ANY PROCEEDING FOR ANY PURPOSE.
proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine and that an impression of the seal of such officer is not required by law to be filed in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Courts, this 5 day of March, A. D. 1928.

(L. S.) John H. Law, Clerk

Recorded March 7, 1928 at
9 A. M. R. B. Oldfield, Clerk

Corning Homes Inc.

with

John Kelly, et al

BOUNDRY LINE AGREEMENT

Made the 27th day of February, 1928, Between Corning Homes Inc., a corporation created by and under the Laws of the State of New York, and having its principal place of business in the City of Corning, County of Steuben and State of New York, party of the first part, and John Kelly, widower, Daniel A. Kelly, single, and John F. Kelly, single, of the City of Corning, Steuben County, New York, parties of the second part, Witnesseth, that the said parties in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, paid by the parties of the second part to the party of the first part and in consideration of the sum of one Dollar (\$1.00) paid by the party of the first part to the parties of the second part, do hereby mutually covenant and agree as follows:

Whereas, the parties of the second part are the owners of a certain parcel of land known as Lots Number 10 and 14 of the Knox Farm as laid down on a map of the said farm and of the Village of Corning, made in 1855 by Brewer and Canfield, said map on file in the Steuben County Clerk's Office, said parcel of land being now situated in the City of Corning, Steuben County, New York, and,

Whereas, the party of the first part is the owner of a certain parcel of land, adjoining the above described lands in part on the easterly side thereof, said parcel known as the Corning Homes Plot or Houghton Tract, and,

Whereas, the party of the first part has plotted, sub-divided and laid out its said parcel of land in city building lots with streets, avenues and alleyways and has caused a map thereof to be made by Clifford E. Smock and filed the same in the Steuben County Clerk's Office on December 2nd, 1927, and

Whereas, the parties hereto have been in dispute as to the location of the boundry line between their parcels of land and have now agreed upon the location thereof, now therefore,

It is mutually covenanted and agreed, between the parties hereto that the boundary and division line between the said parcels of land shall be the westerly boundary line of the street known as Pyrex Street as laid down on the map of said Corning Homes Plot and as laid down with more particular measurements on the map hereto annexed, which street runs north and south between said parcels; said boundary line being more particularly described as follows: Commencing at a point in the southerly line of East Pultney Street where Pyrex Street enters East Pultney Street and the west line of Pyrex Street intersects the south line of East Pultney Street, which point is 534 feet east from a monument located in the center of North Pine Street where North Pine Street intersects the south line of East Pultney Street, the said boundary and division line running thence south from said point in a straight line to the point where said boundary and division line intersects with the northerly street line of Fulton Street.

It is further covenanted and agreed by Corning Homes Inc., that it does hereby remise, release and quitclaim unto the parties of the second part, their heirs and assigns, all right, title and interest in and to said parcel of land known as Lots Number 10 and 14 of the Knox Farm, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises, to have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

It is further covenanted and agreed by the parties of the second part that they do hereby remise, release and quit-claim unto the party of the first part, its successors and assigns, all right, title and interest in and to said parcel of land known as Corning Homes Plot or Houghton Tract, together with the appurtenances and all the estate and rights of the parties of the second part in and to said premises, to have and to hold the premises herein granted unto the party of the first part, its successors and assigns forever.

In Witness Whereof, the said Corning Homes Inc., hath caused its corporate seal to be hereunto affixed and this instrument to be executed and subscribed by its President and the parties of the second part have set their hands and seals the day and year first above written.

(L. S.) Corning Homes Inc.
By William T. Smith, Pres.
John Kelly, (L. S.)
Daniel A. Kelly, (L. S.)
John F. Kelly, (L. S.)

State of New York)
County of Steuben)SS: On the 2d day of March, 1928, before me the subscriber, personally came William T. Smith, to me known, who being by me duly sworn, did depose and say that he resided in the City of Corning, said County; that he is the President of Corning Homes Inc., the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Francis C. Williams, Notary Public

State of New York)
County of Steuben)SS: On this 27th day of February, 1928, before me, personally came, John Kelly, Daniel A. Kelly and John F. Kelly, to me known and known to be the persons described in and who executed the foregoing instrument and they severally acknowledged to me that they executed the same.

Chas. E. McManus, Notary Public

Recorded March 7, 1928 at
9 A. M. R. B. Oldfield, Clerk

In the Estate

of

Susan E. Sherer

RELEASE OF LEGACY

Catherine Annabel of the Town of Bath, Steuben County, State of New York, do hereby acknowledge full payment of a legacy of One Hundred Dollars, given and bequeathed to me in and by the last will and testament of Susan E. Sherer, late of the Town of Bath, County of Steuben, and State of New York, deceased, which said will has been duly admitted to probate of the Surrogate's Court of Steuben County, New York, and is recorded in the Surrogate's Office of said County in Liber 49 of Wills at Page 550.

Payment of the said legacy was made to me by Clarence Carr, executor of the will of said decedent.

Dated this 7th day of March, 1928.

Catherine Annabel, (L. S.)

State of New York)
County of Steuben)SS: On this 7th day of March, 1928, before me personally appeared Katherine Annabel, to me known and known to me to be the same person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Clarence Willis, Notary Public

Recorded March 7, 1928 at
4 P. M. R. B. Oldfield, Clerk

Bernard O'Hargan, Estate
By Executors

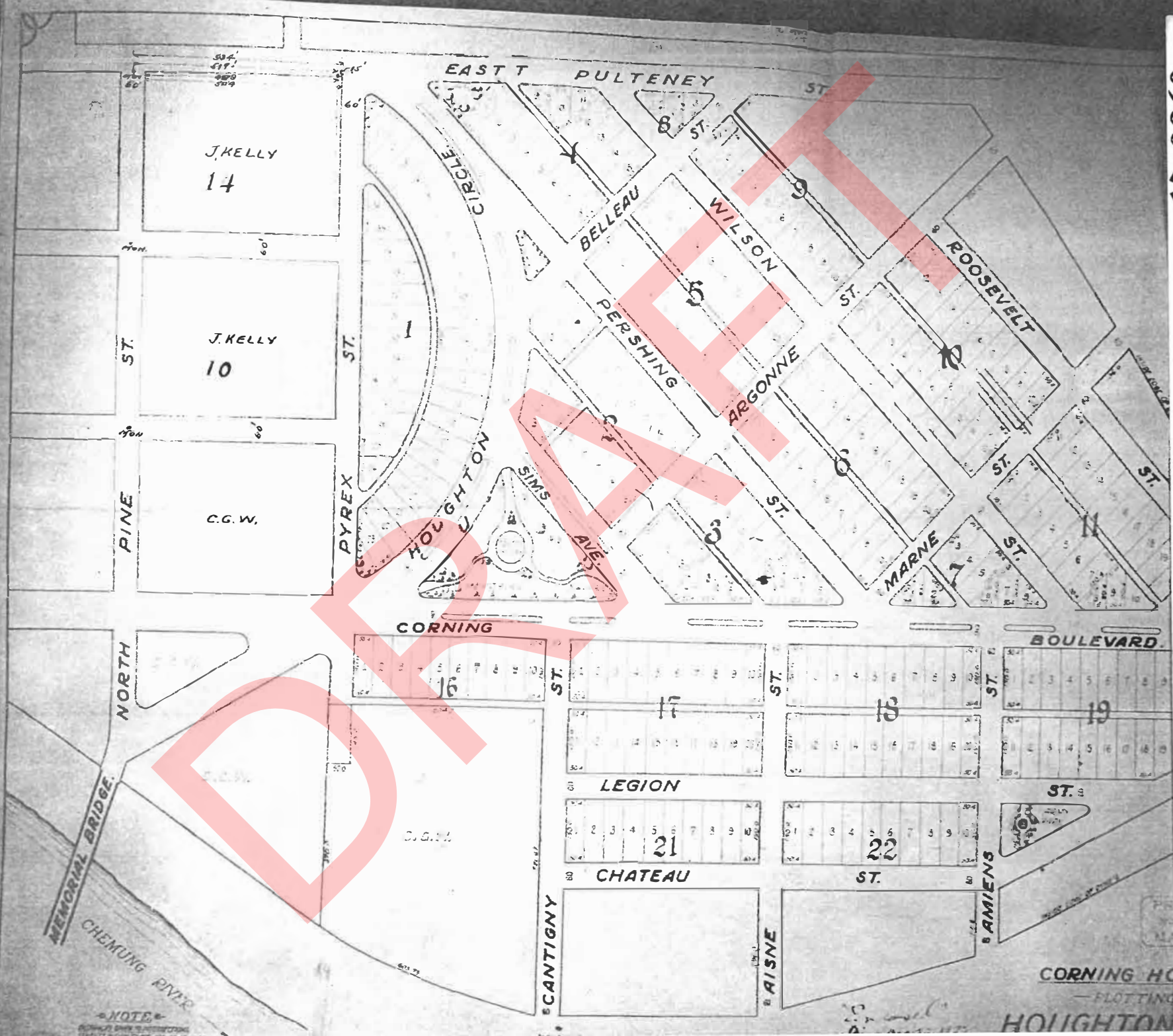
to

Ray Lewis and Jessie Lewis
his wife, as tenants by the
entirety.

EXECUTOR'S DEED

THIS INDENTURE, Made the 25th day of April, in the year One thousand nine hundred and twenty-seven, Between William G. Kellogg and Cornelius Dempsey as executors of the last will and testament of Bernard O'Hargan, late of the Town of West Union, deceased, of the first part, and Ray Lewis and Jessie Lewis, his wife, as tenants by

the entirety, of the Town of West Union, of the second part, Witnesseth, that the said parties of the first part, by virtue of the power and authority to them given in and by the said last will and testament, and in consideration of Two hundred thirty Dollars (\$230.00), lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the said party of the second part, his heirs and assigns



1429969

State of
County of

appeared
me person
instrument

State of
County of

same person
known

Recorded
9 A. M.

In re E

Catherine

es full
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1928.

State of
County of

7. DEED

Daniel A. Kelly

to

William R. Lanphear

Instrument Date: 09-03-1946
Acknowledged Date: 09-05-1946
Record Date: 9-6-1946 *Time:* 9:00AM
Instrument Location: Liber 523 of Deeds; Page 28

For above instrument, see attached copy

NOTE: A search of the Indices to Wills, Administrations and Guardianships in the Steuben County Surrogate's Office shows no filing of an estate for John Kelly, Sr.

This Indenture, Made the 3rd day of September,

Between DANIEL A. KELLY, residing at 160 E. Pulteney Street, in the City of Corning, County of Steuben and State of New York,

part Y of the first part, and WILLIAM R. LANPHEAR, residing at R.D. #3, Addison, County of Steuben and State of New York,

part Y of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollars (\$ 1.00) lawful money of the United States and other good and sufficient consideration paid by the said party of the second part, do es hereby grant and release unto the said party of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning County of Steuben, and State of New York, known and distinguished as Lots Numbers Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46) and Forty-seven (47) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhees and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946 for a more particular description thereof.

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

TO HAVE AND TO HOLD the ~~above granted premises~~ herein granted unto the said party of the second part, his heirs and assigns, forever. And the said party of the first part do covenant with the said party of the second part as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises

SECOND, That the said party of the first part will forever Warrant the Title to said premises.

THIRD, That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

Daniel A. Kelly [L. S.]
(DANIEL A. KELLY) [L. S.]
[L. S.]

STATE OF NEW YORK,
COUNTY OF STEUBEN, } ss.
OF
nineteen hundred and Forty-six

On this 5th day of September, in the year
before me, the subscriber, personally appeared
DANIEL A. KELLY

to me personally known and known to me to be the same person described in, and who executed the within foregoing instrument and he each duly severally acknowledged to me that he executed the same.

Leland B. Bryan
LELAND B. BRYAN, Notary Public
State of New York Steuben County No. 93
My Commission expires March 30, 1948

U. S. Rev. Stamps \$ 10.45 Afford and Cancelled.

Sept. 6, 1946 @ 9:00 AM

8. IN THE MATTER OF THE RESTRICTIONS

OF

KELLY FARM ADDITION

Instrument Date: 02-28-1947
Acknowledged Date: 02-28-1947
Record Date: 3-5-1947 *Time:* 9:00AM
Instrument Location: Liber 532 of Deeds; Page 60

For above instrument, see attached copy

DRAFT

60

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IN THE MATTER OF THE RESTRICTIVE
COVENANTS AFFECTING LANDS OF
WILLIAM R. LANPHEAR.

WHEREAS, William R. Lanphear, residing at R. D. #3, Addison, Steuben County, New York, is the owner of certain premises known and designated as Lots Numbers Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46) and Forty-seven (47) of the Kelly Farm Addition to Corning, New York and more particularly described on a map of said Kelly Farm Addition to Corning, New York made by C. H. Voorhees dated January 10, 1946 and filed in the Steuben County Clerk's Office on the 12th day of March, 1946; and

WHEREAS, said William R. Lanphear desires that restrictive covenants shall be recorded as a blanket incumbrance against all of the above mentioned lots,

NOW, THEREFORE, the said William R. Lanphear does hereby consent that the restrictive covenants hereinafter set forth shall apply to all of the lots above mentioned, and the Clerk of the County of Steuben is hereby authorized and directed to record said restrictive covenants as a blanket incumbrance against all of the lots above mentioned.

RESTRICTIVE COVENANTS.

(a) All of the above mentioned lots shall be known and described as residential lots, and no structure shall be erected on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a one or two car garage.

(b) All lots shall be used for residential purposes only.

(c) No building shall be erected on any residential building plot nearer than thirty (30) feet to nor farther than forty (40) feet from the front line, nor nearer than three (3) feet to any side lot line.

-2-

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(d) No residential lot shall be resubdivided into building plots, nor shall any building be erected on any residential building plot having an area of less than six hundred and twenty-four (624) square feet or a frontage of less than 24 feet.

(e) No residential lot shall be owned or occupied by a colored person.

(f) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(h) These covenants and restrictions are to run with the land and shall be binding on all the owners of said lots and all persons claiming under them until January 1, 1967, at which time said covenants and restrictions shall terminate.

(i) If the owners of said lots, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1967, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or both for such violation.

(j) Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the said William R. Lanphear has hereto set his hand and seal this 28th day of February, 1947.

William R. Lanphear L. S.

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-3-

STATE OF NEW YORK)
SS:
COUNTY OF STEUBEN)

On this 30th day of February, 1927, before me the subscriber,
personally came WILLIAM B. LUTHER, to me known and known to me to
be the same person described in and who executed the foregoing Instru-
ment, and he did acknowledge to me that he executed the same.

Elizabeth A. Bennett

Notary Public.

Elizabeth A. Bennett, NOTARY PUBLIC,
State of New York, Steuben County, No. 46
My Commission expires March 30, 1918.

IN THE MATTER OF THE ESTATE OF
JOHN J. LUTHER, DECEASED

of

WILLIAM R. LUTHER.

DATED: February 2nd, 1947.

STEUBEN COUNTY, SS

RECORDED ON THE 5th DAY OF

March 1947 AT 2

O'CLOCK P.M. IN BOOK 332 OF

PAGE 63 AND EXAMINED

R. B. OLDFIELD, COUNTY CLERK

CLERK

LAW OFFICES

LELAND B. BRYAN

CORNING, NEW YORK

R. B. OLDFIELD, COUNTY CLERK

9. LAST WILL AND TESTAMENT

OF

WILLIAM R. LANPHEAR, DEC'D.

Date of Death: 4-15-1954

Date Petition Filed: 04-29-1954

Instrument Location: File 11605

Last Will and Testament provides as follows :

First: Directs payment of all just debts and funeral expenses.

Second through Fourth: Personal property bequests

Fifth: "I give, devise and bequeath to my wife, Lena E. Lanphear...so much of the remainder of my estate, real, personal and mixed..as shall constitute one-half (1/2) of my estate"...

Sixth: "All the rest, residue and remainder of my estate, real, personal and mixed and wheresoever situate...I give, devise and bequeath to my Trustees"...

Seventh: Provide in case wife should predecease

Eighth: Enumerates powers of Trustees

Ninth: Provides in case a beneficiary should be a minor

Tenth: Provides for payment of any and all estate taxes

Eleventh: Defines powers of Trustees

Twelfth: Gives power of sale of any real property to Executors

Thirteenth: Defines powers of Executors

Fourteenth: Appoints Central Trust Company of Rochester, Lena E. Lanphear and Joseph Buck, as Trustees.

Lastly: Appoints Lena E. Lanphear, Helen L. Hilliard and Chester R. Hallock, as Executors

Codicil to Will dated February 27, 1954. Revokes Paragraph 14 and "Lastly" of original Last Will and Testament and replaces it by nominating Lena E. Lanphear and Charles W. Marshall as Executors and Trustees.

Petition for Probate by Charles W. Marshall and Lena E. Lanphear filed April 29, 1954 shows that decedent died, testate, April 15, 1954, survived by Lena E. Lanphear - widow; Sharon Lee Lanphear - daughter and William R. Lanphear - son, both children being minors.

Waivers and Consents by Lena E. Lanphear, Joseph V. Buck, Chester R. Hallock and Helen L. Hilliard filed April 29, 1954.

Appraisal lists property as: 171-173 Fulton Street, City of Corning

Letters Testamentary issued to Charles W. Marshall and Lena E. Lanphear.

10. EXECUTORS DEED

Lena E. Lanphear and
Charles W. Marshall, as Executors
of the Estate of William R. Lanphear,
Deceased

to

Alfred R. Fish and Frances C. Fish,
husband and wife

Instrument Date: 01-20-1955
Acknowledged Date: 01-22-1955
Record Date: 2-11-1955
Instrument Location: Liber 683 of Deeds; Page 297

For above instrument, see attached copy

DRAFT

683 297

This Indenture.

Made the 20th day of January, Nineteen Hundred and Fifty-five

Between LENA E. LANPHEAR of 1604 Lakeview Avenue, South, St. Petersburg, Florida, and CHARLES W. MARSHALL of 65 Rhinecliff Drive, Rochester, New York,
as Executors of the last Will and Testament of William R. Lanphear, late of the City of Corning, Steuben County, New York deceased,
parties of the first part, and

ALFRED R. FISH and FRANCES C. FISH, husband and wife, of 171 Fulton Street, Corning, New York,
parties of the second part:

Witnesseth, That the parties of the first part, by virtue of the power and authority to them given in and by the said last Will and Testament, and in consideration of -----
THIRTEEN THOUSAND AND NO/100----- Dollars,
(\$13,000.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben and State of New York known and distinguished as the easterly 13 feet of Lot No. 41 of the Kelly Farm Addition to Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhees and filed in the Steuben County Clerk's Office on March 12, 1946.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben and State of New York known and distinguished as Lot No. 42 of the Kelly Farm Addition to Corning, New York, reference being had to the said map of Kelly Farm Addition filed in the Steuben County Clerk's Office on March 12, 1946.

Being a part of the premises conveyed to William R. Lanphear by Daniel A. Kelly by deed dated September 3, 1946 and recorded in the Steuben County Clerk's Office in Liber 523 of Deeds at page 28.

683 298

Together with the appurtenances, and also all the estate which the said Testator had at the time of his decease, in said premises, And also the estate therein, which the parties of the first part had or have power to convey or dispose of, whether individually, or by virtue of said Will or otherwise.

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Lena E. Lanphear



Charles W. Marshall



My Commission Expires October 25, 1955

Frances W. Samec



FLORIDA
 State of ~~Dominion~~
 County of PINELLAS
 of } SS.:

LIBER 683 PAGE 299

On this 22 day of January, Nineteen Hundred and Fifty-five before me, the subscriber, personally appeared
 LENA E. LANPHEAR one of
 the Executors of the last Will and Testament of
 William R. Lanphear, deceased
 to me personally known and known to me to be the same person described
 in and who executed the within Instrument, and she
 acknowledged to me that she executed the same as such Executor as afore-
 said for the purposes therein mentioned.

Francis W. James

My Commission Expires October 25, 1955



STATE OF FLORIDA

COUNTY OF PINELLAS

SS.

I, Avery W. Gilkerson, Clerk of the County of Pinellas, and also Clerk of the Circuit Court of the said County, the same being a Court of Record,

DO HEREBY CERTIFY THAT, *Francis W. James*
 whose name is subscribed to the certificate of the proof or acknowledgment of the
 annexed instrument and thereon written, was at the time of taking such proof and
 acknowledgment, a Notary Public, in and for said County, residing therein, duly
 commissioned and sworn, and authorized by the laws of said State to take the
 acknowledgments and proofs of deeds or conveyances, for land, tenements or
 hereditaments in said State, to be recorded therein. And further, that I am well
 acquainted with the handwriting of such Notary Public, and verily believe the
 signature to said certificate of proof or acknowledgment is genuine; that I have
 compared the impression of the seal affixed thereto with a specimen impression
 thereof filed or deposited in my office, and that I believe the impression of the seal
 upon the original certificate is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
 the said Court and County, this 24th day of January, 1955

AVERY W. GILKERSON, Clerk Circuit Court.

By *James Arnold*
 Deputy Clerk

STATE OF NEW YORK)
COUNTY OF ^{Albany} ~~MONROE~~ } SS:

On this 20th day of January, Nineteen Hundred and Fifty-five before me, the subscriber, personally appeared CHARLES W. MARSHALL, one of the Executors of the last Will and Testament of William R. Lanphear, deceased, to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same as such Executor as aforesaid for the purposes therein mentioned.

FEB 11 3 1955

STEBEN COUNTY
CLERK'S OFFICE

Joseph C. Buck
JOSEPH C. BUCK
Notary Public, State of New York
App. in Chemung County No. 02057
Term Expires March 30, 1955

A True Copy of the Original Recorded on the Date Stamped Hereon

Herbert J. Bates
Steuben County Clerk

11. WARRANTY DEED

Alfred R. Fish and Frances C. Fish,
husband and wife

to

City of Corning Urban Renewal
Agency

Instrument Date: 11-14-1973
Acknowledged Date: 11-14-1973
Record Date: 1-4-1974 *Time:* 9:24AM
Instrument Location: Liber 939 of Deeds; Page 229

For above instrument, see attached copy

DRAFT

685—Warranty Deed with Full Covenants, Individual.
Statutory Form A. Photostat Recording.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS INDENTURE, made the 14th day of November, nineteen hundred and Seventy-three

BETWEEN Alfred R. Fish and Frances C. Fish, husband and wife, residing at 171 Fulton Street, in the City of Corning, County of Steuben and State of New York.

parties of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben and State of New York.

part y of the second part,

WITNESSETH, that the parties of the first part, in consideration of

-----ONE-----Dollars,

lawful money of the United States,

paid by the part y of the second part does hereby grant and release unto the part y of the second part,

its successors and assigns, forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the City of Corning, County of Steuben and State of New York, bounded and described as follows: Known and distinguished as the easterly 13 feet of lot no. 41 of the Kelly Farm Addition to Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhess and filed in the Steuben County clerk's office on March 12, 1946.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, bounded and described as follows: Known and distinguished as lot no. 42 of the Kelly Farm Addition to Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhess and filed in the Steuben County Clerk's office on March 12, 1946.

BEING THE SAME PREMISES CONVEYED TO Alfred R. Fish and Frances C. Fish by Lena E. Lanphear and Charles W. Marshall by warranty deed dated January 20, 1955 and recorded February 11, 1955 in the Steuben County Clerk's office in Liber 643 of Deeds at page 297.

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK

RECORDED
JAN 4 9 24 AM '74
STEBEN COUNTY
CLERK'S OFFICE

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

TO HAVE AND TO HOLD the premises herein granted unto the part y of the second part, its successors and assigns forever.

AND the said parties of the first part covenant as follows:

FIRST.—That the parties of the first part are seized of the said premises in fee simple, and have good right to convey the same;

SECOND.—That the part y of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

LIBER 939 PAGE 229

623/297

LIBER 939 PAGE 230

FOURTH.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the parties of the first part will forever warrant the title to said premises;

SIXTH.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In presence of:

Alfred R. Fish L. S.
Frances C. Fish L. S.

STATE OF New York COUNTY OF Steuben ss.:

On the 14th day of November, nineteen hundred and Seventy-three before me came

Alfred R. Fish and Frances C. Fish

to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

NOTARY PUBLIC

Angelo A. Buffum
Comm expires 03/30/75
Steuben County

Alfred R. and Frances C. Fish

to

City of Corning Urban Renewal Agency

DEED

WARRANTY — FULL COVENANTS

Dated, November 14, 1973
The land affected by the within instrument lies in

Record and Return To

City of Corning Urban Renewal Agency
85 E. Market Street
Corning, New York 14830

Reserve this space for Recording Office.

JAN 4 9 24 AM '74

STEUBEN COUNTY
CLERK'S OFFICE

STEUBEN COUNTY, SS

RECORDED ON THE 4th DAY OF

January 1974 AT 9:24

O'CLOCK A.M. IN BOOK 939

PAGE 239

Deeds

Chilton

CLERK

12. WARRANTY DEED

William R. Lanphear

to

John E. Watson and Jane C.
Watson, his wife

Instrument Date: 09-03-1946
Acknowledged Date: 09-05-1946
Record Date: 9-6-1946 *Time:* 9:00AM
Instrument Location: Liber 523 of Deeds; Page 28

For above instrument, see attached copy

TITLE II:

This Indenture

87

Made the 19th day of August Nineteen Hundred and Forty-seven

Between

WILLIAM R. LANPHEAR of 2 West Market Street, in the City of Corning, County of Steuben and State of New York

part y of the first part, and
JOHN E. WATSON and JANE C. WATSON, his wife, residing at 175 Fulton Street, in the City of Corning, County of Steuben and State of New York

part ies of the second part,

Witnesseth, that the part y of the first part, in consideration of
----- ONE ----- Dollar

(\$ 1.00) lawful money of the United States, and other good and valuable consideration paid by the part ies of the second part, do hereby grant and release unto the part ies of the second part, their distributees and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-three (43) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhess and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in the Steuben County clerk's Office on the 5th day of March, 1947.

Being a portion of the same premises conveyed to William R. Lanphear by Daniel A. Kelly by Deed dated September 3, 1946 and recorded in the Steuben County Clerk's Office on the 6th day of September 1946 in Liber 523 of Deeds at Page 26.

88

Together with the appurtenances and all the estate and rights of the
part y of the first part in and to said premises,
To have and to hold the premises herein granted unto the part ies
of the second part, their distributees and assigns forever,

And said party of the first part

covenant as follows:

First. That the part ies of the second part shall quietly enjoy the said
premises.

Second. That said party of the first part
will forever warrant the title to said premises.

In Witness Whereof. the party of the first part has
hereunto set his hand and seal the day, and year first above written.

9.90 Cancelled
8/14/17
In Presence of

William R. Langer



State of New York

County of STEUBEN
of

CITY CORNING

On this 19th day of August Nineteen Hundred and
Forty-seven before me, the subscriber, personally appeared

WILLIAM R. LANPHEAR

to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he duly
acknowledged to me that he executed the same

John D. Young
Notary Public #768
My Commission Expires
March 30, 1948

Deed
WARRANTY

449 ✓
WILLIAM R. LANPHEAR

TO

JOHN E. WATSON & ATO.
8411 ✓

Dated, August 19th 1947

STATE OF NEW YORK

County of STEUBEN ss.

RECORDED
ON THE
22 day of August A.D. 1947
at 6:55 o'clock A.M.
in LIBER 545 of DEEDS
at PAGE 87 and examined.

R. B. Oedfeldt
MAILING CLERK
JOHN D. YOUNG
ATTORNEY AT LAW
FIRST NATIONAL BANK BLDG.
CORNING, NEW YORK

Aug. 22, 1947 10:55 A.M.

13. WARRANTY DEED

John E. Watson and Jane
C. Watson, his wife

to

Franklin D. Emick

Instrument Date: 09-20-1948
Acknowledged Date: 09-20-1948
Record Date: 11-13-1948 *Time:* 9:38AM
Instrument Location: Liber 568 of Deeds; Page 472

For above instrument, see attached copy

DRAFT

LIBER 568 PAGE 472

State of New York

County of STEUBEN

SS..

VILLAGE of BATH

On this 12th day of November Nineteen Hundred and Forty-eight

before me, the subscriber, personally appeared

LEWIS GLOSICK and BERTHA GLOSICK

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally acknowledged to me that they executed the same

John L. Brownley
JOHN L. BROWNLEY
Notary Public in New York State
Residing in Steuben Co. Steuben Co. Clerk No. 91
Comm. Exp. 12/31/49

A true copy of the original recorded on date stamped hereon.

R. S. Oldfield
Steuben County Clerk.

This Indenture

Made the 20th day of September Nineteen Hundred and forty-eight

Between JOHN E. WATSON and JANE C. WATSON, his wife, residing at 175 Fulton Street in the City of Corning, County of Steuben and State of New York,

parties of the first part, and
FRANKLIN D. EMICK *John D. Young, Atty. for Parties of 1st part*
~~parties of the second part~~, residing at 166 Sly Avenue, in the City of Corning, County of Steuben and State of New York,

part y of the second part
Witnesseth that the parties of the first part, in consideration of
One - - - - - Dollar

NOV 17 1948

568-472

*W. Chittenden, Atty.
Corning, N.Y.*

(\$ 1.00) lawfu money of the United States, and other valuable consideration - - - - - paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-three (43) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhess and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear, dated February 28, 1947 and recorded in the Steuben County Clerk's Office on the 5th day of March, 1947.

Being the same premises conveyed to John E. Watson and Jane C. Watson, by William R. Lanphear, by warranty deed dated August 19, 1947, and recorded in the Steuben County Clerk's Office on the 22nd Day of August, 1947 in Liber 545 of Deeds at page 87.

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

To have and to hold the premises herein granted unto the party of the second part, ~~this~~ heirs and assigns forever.

And said parties of the first part

covenant as follows:

First. That the party of the second part shall quietly enjoy the said premises;

Second. That said parties of the first part

will forever ~~convey~~ the title to said premises.

Third. That the grantor s will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of



John E. Watson
Jane C. Watson



State of New York
County of STEUBEN
CITY of CORNING

§§

On this 20th day of September Nineteen Hundred and forty-eight before me, the subscriber, personally appeared

JOHN E. WATSON and JANE C. WATSON

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same

John D. Young

Notary Public #768 Steuben County
My Commission Expires
March 30, 1950

A True Copy of the Original Recorded on Date Stamped here

R. B. Redfi
Steuben County C

RECORDED

NOV 13 9 33 AM 1948

STEUBEN COUNTY
CLERK'S OFFICE

NOV 17 1948

14. WARRANTY DEED

Franklin D. Emick and Rose
A. Emick, husband and wife

to

George R. Vanderberg and
Minnie M. Vanderberg,
husband and wife

Instrument Date: 09-22-1954
Acknowledged Date: 09-22-1954
Record Date: 9-23-1954
Instrument Location: Liber 676 of Deeds; Page 184

For above instrument, see attached copy

DRAFT

676 PAGE 184

This Indenture

Made the 22nd day of September, Nineteen Hundred and Fifty-four

Between

Franklin D. Emick and Rose A. Emick, husband and wife,
residing at 175 Fulton Street, Corning, Steuben County, New York,

parties of the first part, and

George R. Vanderberg and Minnie M. Vanderberg,
husband and wife, residing at 301 East Second Street, Corning,
Steuben County, New York,

parties of the second part,

Witnesseth that the parties of the first part, in consideration of
ONE - - - - - Dollar
(\$1.00) lawful money of the United States, and other good and
valuable consideration paid by the parties of the second part,
do hereby grant and release unto the parties of the second part, their
distributees and assigns forever, all THAT TRACT OR PARCEL OF LAND,
situate in the City of Corning, County of Steuben and State of
New York, known and distinguished as Lot Number Forty-three of the
Kelly Farm Addition to the City of Corning, New York, reference
being had to a map of said Kelly Farm Addition made by C. H. Voorhees
and filed in the office of the Clerk of the County of Steuben on
March 12th. 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions
contained in a certain Declaration of Restrictions by William R.
Lanphear dated February 28th. 1947 and recorded in Steuben County
Clerk's Office March 5th. 1947, so far as the same may be applicable
and lawful.

Being the same premises conveyed by John E. Watson and
Jane C. Watson to Franklin D. Emick, one of the first parties hereto,
by warranty deed dated September 20, 1948 and recorded in Steuben
County Clerk's Office November 13, 1948 in Book 568 of Deeds at
Page 472.

Mail Harry Steuben
Corning

15. IN THE MATTER OF THE ESTATE

OF

MINNIE M. VANDERBERG, DEC'D.

Date of Death: 10-11-1973

Instrument Location: File 24506

Petition by George R. Vanderberg shows that decedent died, intestate, October 11, 1973 survived by George R. Vanderberg - spouse.

Schedule E-1 includes Lot 43 of the Kelly Farm Addition (676 Deeds, Page 184).

DRAFT

16. WARRANTY DEED

George R. Vanderberg

to

City of Corning Urban Renewal Agency

Instrument Date: 12-20-1973
Acknowledged Date: 12-20-1973
Record Date: 1-24-1974 *Time:* 9:10AM
Instrument Location: Liber 939 of Deeds; Page 906

For above instrument, see attached copy

DRAFT

685—Warranty Deed with Full Covenants, Individual.
Statutory Form A. Photostat Recording.

LIBER 939 PAGE 306

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS INDENTURE, made the 20th day of December, nineteen hundred and Seventy-three

BETWEEN George R. Vanderberg residing at 343 Broad Street, in the City of Tonawanda and State of New York.

party of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben and State of New York.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----- ONE ----- Dollars,

lawful money of the United States,

paid by the party of the second part do ES hereby grant and release unto the party of the second part,

its successors and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, Steuben County, New York, known and distinguished as lot no. 43 of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhees and be filed in the Office of the Clerk of the County of Steuben on March 12, 1946 for a more particular description thereof.

BEING THE SAME PREMISES CONVEYED TO George R. Vanderberg and Minnie M. Vanderberg, deceased, by Franklin D. Emick and Rose A. Emick by warranty deed dated September 22, 1954 and recorded in the Steuben County Clerk's office on September 23, 1954 in Liber 675 of Deeds at page 184.

SUBJECT, HOWEVER, TO restrictions of record.



RECORDED
JAN 24 9 10 AM '74
STEUBEN COUNTY
CLERK'S OFFICE

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the said party of the first part covenant as follows:

FIRST.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the party of the first part will forever warrant the title to said premises;

SIXTH.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of:

John L. Sargeant

George R. Vanderberg L. S.
L. S.

STATE OF New York COUNTY OF Steuben ss.
On the 20th day of December, nineteen hundred and Seventy-three
before me came

George R. Vanderberg

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

Nancy R. Boulange
NOTARY PUBLIC
NANCY R. BOULANGE
NOTARY PUBLIC STATE OF NEW YORK
Qualified in Niagara and Erie County
My Commission Expires March 30, 1975

George R. Vanderberg

to

City of Corning Urban Renewal Agency



WARRANTY — FULL COVENANTS

Dated, December 20, 1973
The land affected by the within instrument
lies in

RECORD AND RETURN TO

City of Corning Urban Renewal Agency
85 E. Market Street
Corning, New York 14830

Reserve this space for Recording Office.

JAN 24 9 10 AM '74
STEUBEN COUNTY
CLERK'S OFFICE

STEUBEN COUNTY, SS
RECORDED ON THE 24th DAY OF
January 1974 AT 9:10
6:00 PM BOOK 939 OF
Needs
PAGE 906
Chilton Fattam
CLERK

17. WARRANTY DEED

William R. Lanphear

to

Joseph Crisco and Juanita
D. Crisco, husband and wife,
as tenants by the entirety

Instrument Date: 05-28-1947
Acknowledged Date: 05-28-1947
Record Date: 6-9-1947
Instrument Location: Liber 538 of Deeds; Page 467

For above instrument, see attached copy

TITLE III:

DRAFT

This Indenture,

Made the 28th day of May, Nineteen Hundred and Forty-seven,

Between WILLIAM R. LANPHEAR of 2 W. Market Street, in the City of Corning, County of Steuben and State of New York,

party of the first part, and
JOSEPH CRISCO and JUANITA D. CRISCO, husband and wife, residing at 304 Walnut Street, in the City of Corning, County of Steuben and State of New York, as tenants by the entirety,

parties of the second part,
Witnesseth that the party of the first part, in consideration of
----- ONE ----- Dollar
(\$ 1.00) lawful money of the United States, and other good and sufficient consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-four (44) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhees and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in the Steuben County Clerk's Office on the 5th day of March, 1947.

Being a portion of the same premises conveyed to William R. Lanphear by Daniel A. Kelly by deed dated September 3, 1946 and recorded in the Steuben County Clerk's Office on the 6th day of September, 1946, in Liber 523 of Deeds at Page 28.

468

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And said party of the first part

covenants as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said party of the first part will forever **Warrant** the title to said premises.

Third. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of
 \$9.90 Cancelled
 6/4/47

William R. Lanphear
 (William R. Lanphear)



State of New York

County of STEUBEN

ss..

469

On this 28th day of May, Nineteen Hundred and Forty-seven before me, the subscriber, personally appeared WILLIAM R. LANPHEAR.

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Elizabeth A. Bennett

Elizabeth A. Bennett, NOTARY PUBLIC,
State of New York, Steuben County, No: 48
My Commission expires March 28: 1948

WED

WARRANTY WITH LIEN COVENANT

WILLIAM R. LANPHEAR

449

TO

JOSEPH CRISCO and JUANITA D.
CRISCO, husband and wife. 131

Dated: May 28th, 1947.

STATE OF NEW YORK

County of Steuben ss.

RECORDED ON THE
9 day of June A.D. 1947
at 2:30 o'clock P.M.
in LIBER 538 of DEEDS
at PAGE 467 and examined

R. B. Oldfield
CLERK

Mail to John D. Young

WITNESSES-

CLARENCE E. BRYAN

FILED JUN 9 1947 1:15 PM
CORNING NEW YORK

18. WARRANTY DEED

Joseph Crisco and Juanita D.
Crisco, husband and wife, as
tenants by the entirety

to

Michael G. Kalinich and Anna
Kalinich, husband and wife,
as tenants by the entirety

Instrument Date: 11-26-1951
Acknowledged Date: 11-26-1951
Record Date: 12-1-1951 *Time:* 9:31AM
Instrument Location: Liber 627 of Deeds; Page 203

For above instrument, see attached copy

State of New York

County of Steuben

City of Corning

ss.:

LRR 627 203

On this 27th day of November Nineteen Hundred and fifty-one before me, the subscriber, personally appeared

Verne Leonard

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same



CATHERINE M. MCINTYRE
Notary Public, No. 51-7826100
Steuben County, New York
My Commission expires March 30, 1952

State of New York

County of

of

ss.:

On this

day of Nineteen Hundred and before me, the subscriber, personally appeared

A true copy of the original recorded on date, stamped hereon.

W. B. Osfield
Steuben County Clerk

FORM 583 N. Y. DEED—WARRANTY with Lien Covenant
(Laws of 1917, Chap. 681, Chap. 627 Laws of 1932)

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print Publishers, Rutland, Vt.
L 27-203

This Indenture,

Made the 26th day of November Nineteen Hundred and fifty-one

Between JOSEPH CRISCO and JUANITA D. CRISCO, husband and wife, residing at 179 Fulton Street in the City of Corning, County of Steuben and State of New York, as tenants by the entirety,

parties of the first part, and

MICHAEL G. KALINICH and ANNA KALINICH, husband and wife, residing at 65 West Fifth Street in the City of Corning, County of Steuben and State of New York, as tenants by the entirety,

parties of the second part,

Witnesseth that the parties of the first part, in consideration of

----- One ----- Dollar
 (\$1.00 .) lawful money of the United States, and other good and
 valuable consideration paid by the parties of the second part,
 do hereby grant and release unto the parties of the second part,
 their heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND,

Walter J. D. Young
 situate in the City of Corning, County of Steuben and State of New
 York, known and distinguished as Lot Number Forty-four (44) of the
 Kelly Farm Addition to the City of Corning, New York, reference being
 had to a map of said Kelly Farm Addition made by C. H. Voorhees and
 filed in the Office of the Clerk of the County of Steuben on the
 12th day of March, 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained
 in a certain Declaration of Restrictions by William R. Lanphear dated
 February 28, 1947 and recorded in the Steuben County Clerk's Office
 on the 5th day of March, 1947.

Being a portion of the same premises conveyed to William R.
 Lanphear by Daniel A. Kelly by deed dated September 3, 1946 and
 recorded in the Steuben County Clerk's Office on the 6th day of
 September, 1946, in Liber 523 of Deeds at Page 28.

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

To have and to hold the premises herein granted unto the parties
 of the second part, their heirs and assigns forever.

And said Joseph Crisco and Juanita D. Crisco

covenant as follows:

First. That the parties of the second part shall quietly enjoy the said
 premises;

Second. That said Joseph Crisco and Juanita D. Crisco

will forever Warrant the title to said premises.

Third. That, in Compliance with Sec. 13 of the Lien Law, the grantors will
 receive the consideration for this conveyance and will hold the right to receive such
 consideration as a trust fund to be applied first for the purpose of paying the cost of
 the improvement and will apply the same first to the payment of the cost of the
 improvement before using any part of the total of the same for any other purpose.

MAR 627 205

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of



Joseph Crisco

Juanita D. Crisco



State of New York }
County of Steuben } SS..

City of Corning

On this 26th day of November Nineteen Hundred and fifty-one before me, the subscriber, personally appeared

Joseph Crisco and Juanita D. Crisco

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same

John D. Young

JOHN D. YOUNG
Notary Public, No. 51-9775800
Steuben County, New York

My commission expires March 30, 1952

DEC 1 9 30 AM 1951

STEBEN COUNTY
CLERK'S OFFICE

A true copy of the original recorded on date, stamped hereon

W. S. Chaffield

19. IN THE MATTER OF THE ESTATE

OF

ANNA KALINICH, DECEASED

Date of Death: 2-10-1960
Date Petition Filed: 08-09-1961
Instrument Location: File 16130

In the Matter of the Appraisal Under the Transfer Tax law of the Estate of Anna Kalinich filed by George Kalinich on August 9, 1961, shows that decedent died, intestate, February 10, 1960, survived by George Kalinich - spouse.

No administration of any estate is contemplated.

Appraisal lists property as: 179 Fulton Street, Corning (Lot #44, Kelly Farm Addition)

20. IN THE MATTER OF THE ESTATE

OF

MICHAEL G. KALINICH, DECEASED

<i>Date of Death:</i>	7-13-1961	
<i>Date Petition Filed:</i>	07-25-1961	
<i>Letters Issue Date:</i>	07-26-1961	<i>Letter Type:</i> Administration
<i>Instrument Location:</i>	File 16108	

Petition for Letters of Administration by George Kalinich filed July 25, 1961, shows that decedent died, intestate, July 13, 1961 survived by Michael Nicholas Kalinich - minor son and sole distributee.

Letters of Administration and Guardianship issued to George Kalinich.

Schedule A - Real Estate, includes: 179 Fulton Street, Corning (627 Deeds, Page 203).

21. DEED

George Kalinich, as General Guardian
of the person and property of
Michael Nicholas Kalinich, an infant

to

Cecil A. Greene and Sarah Marion
Greene

Instrument Date: 12-29-1961
Acknowledged Date: 12-29-1961
Record Date: 1-10-1962 *Time:* 9:18AM
Instrument Location: Liber 796 of Deeds; Page 154

For above instrument, see attached copy

DRAFT

LIBER 796 PAGE 154

THIS INDENTURE

MADE the 29th day of December, 1961.

Between, GEORGE KALINICH, residing in a residence known as 65 West Fifth Street in the City of Corning, Steuben County, New York, as General Guardian of the person and property of MICHAEL NICHOLAS KALINICH, an infant, also residing at the address aforesaid, PARTY OF THE FIRST PART, and CECIL A. GREENE and SARAH MARION GREENE, both residing in a residence known as 239 Walnut Street in said City of Corning, PARTIES OF THE SECOND

WITNESSETH; that the PARTY OF THE FIRST PART, by virtue of the power and authority to him given in, by and under certain Letters of Guardianship issued to him as General Guardian of the person and property of MICHAEL NICHOLAS KALINICH, by the Surrogate of Steuben County on the 26th day of July, 1961, and to carry out and in compliance with a Decree of the Surrogate's Court of Steuben County, in a certain proceeding entitled, "In the Matter of the Application of GEORGE KALINICH as Guardian of the Person and Property of MICHAEL NICHOLAS KALINICH, an infant, for an Order to sell the real property of said Infant", made and entered in said Court on the 19th day of December, 1961, wherein the Court approved a certain Contract for the sale of said infant's real property as therein and hereinafter described and directed said Guardian to execute and deliver to SECOND PARTIES a deed and conveyance of such real property upon payment to said Guardian by SECOND PARTIES herein of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), and upon compliance with other terms of said Contract as approved and confirmed by said Court, said sum having been duly paid, the receipt whereof is hereby acknowledged, and such other terms and conditions having been duly complied with, does grant, release and convey unto the PARTIES OF THE SECOND PART, their heirs, distributees and assigns forever, all the estate, right, title and interest of said infant in and to:



ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-four (44) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C.H. Voorhees and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946, for a more particular description thereof.



SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in the Steuben County Clerk's Office on the 5th day of March, 1947.



BEING the same premises conveyed to MICHAEL KALINICH and ANNA KALINICH, husband and wife, as tenants by the entirety, by JOSEPH CRISCO and JUANITA CRISCO, husband and wife, as tenants by the entirety, by Warranty Deed dated November 26, 1951, and recorded in the Steuben County Clerk's Office, December 1, 1951, in Liber 627 of Deeds at page 203, the said Anna Kalinich having died February 10, 1960, and said MICHAEL G. KALINICH having died July 13, 1961.

TOGETHER with the appurtenances and all the estate and rights of said infant in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the said PARTIES OF THE SECOND PART, their heirs and assigns forever, as tenants by the entirety, they being husband and wife.

AND THE PARTY OF THE FIRST PART covenants that he has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the said PARTY OF THE FIRST PART has hereunto set his hand and seal the day and year first above written.



RECORDED

JAN 10 9 18 AM 1962

George Kalinich L.S.
As General Guardian of MICHAEL NICHOLAS KALINICH, an Infant.



STATE OF NEW YORK: STEUBEN COUNTY
:SS: CLERK'S OFFICE
COUNTY OF STEUBEN:

On this 29th day of December, 1961, before me personally appeared GEORGE KALINICH, to me known to be the person described in and who executed the foregoing instrument and to me known to be the General Guardian of the person and property of MICHAEL NICHOLAS KALINICH, the individual described in and who, by his said guardian, executed the same; and acknowledged that he executed said instrument as the act and deed of said MICHAEL NICHOLAS KALINICH, by virtue of the order of the Surrogate's Court of Steuben County in a proceeding duly taken, made and entered December 19, 1961.

A True Copy of the Original, Recorded on the Date Stamped Hereon
Chilton Lathan
Steuben County Clerk

Ransom Pratt
Notary Public.
RANSOM PRATT, NOTARY PUBLIC
STEUBEN COUNTY, N.Y. No. 51-8439600
Commission Expires March 30, 1962

22. IN THE MATTER OF THE ESTATE

OF

SARAH H. GREENE A/K/A
SARAH MARION GREENE, DEC'D. .

Date of Death: 11-3-1962
Date Petition Filed: 12-04-1962
Instrument Location: File 17010

Petition for Letters of Administration by Cecil A. Greene dated December 4, 1962 and filed December 4, 1962, shows that decedent died, intestate, on November 3, 1962 survived by Cecil A. Greene - spouse.

Schedule A - Real Estate, includes: Lot 44 of the Kelly Farm Addition (Liber 796 Deeds, Page 154).

23. WARRANTY DEED

Cecil A. Greene

to

Gilbert W. Dann and Carolyn
W. Dann, husband and wife

Instrument Date: 06-20-1963
Acknowledged Date: 06-20-1963
Record Date: 6-21-1963 *Time:* 2:00PM
Instrument Location: Liber 810 of Deeds; Page 396

For above instrument, see attached copy

DRAFT

U. S. Internal
Revenue Stamp
AffixedFORM 583½ N. Y. DEED—WARRANTY with Lien Covenant
(Laws of 1917, Chap. 681, Chap. 627, Laws of 1932)

810-396

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print. Publishers, Rutland, Vt.

This Indenture,

Made the 20th day of
June Nineteen Hundred and Sixty-three
 Between CECIL A. GREENE, residing at 179 Fulton Street, Corning,
 Steuben County, New York,

party of the first part, and
 GILBERT W. DANN and CAROLYN W. DANN, husband and wife, residing at
 and whose post office address is 145 East Corning Road, Corning,
 Steuben County, New York,

parties of the second part,
 Witnesseth that the party of the first part, in consideration of One-----
 -----Dollar (\$1.00)
 lawful money of the United States, and other valuable consideration,
 paid by the parties of the second part, does hereby grant and release unto the
 parties of the second part, their distributees and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning,
 County of Steuben and State of New York, known and distinguished as
 Lot Number Forty-four (44) of the Kelly Farm Addition to the City of
 Corning, New York, reference being had to a map of said Kelly Farm
 Addition made by C. H. Voorhees and filed in the Office of the Clerk
 of the County of Steuben on the 12th day of March, 1946, for a more
 particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained in
 a certain Declaration of Restrictions by William R. Lanphear dated
 February 28, 1947 and recorded in the Steuben County Clerk's Office
 on the 5th day of March, 1947.

Being the same premises conveyed to Cecil A. Greene, the party
 of the first part, and Sarah Marion Greene, his wife, now deceased,
 by Guardian's Deed dated December 29, 1961 and recorded in Steuben
 County Clerk's Office on January 10, 1962, in Liber 796 of Deeds at
 page 154.

RECORDED
 JUN 21 2 08 PM 1963
 STEUBEN COUNTY
 CLERK'S OFFICE

JUL 3 1963

mail J. J. Greene, Corning

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their distributees and assigns forever, as tenants by the entirety, they being husband and wife.

And said party of the first part

covenants as follows:

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

Cecil Greene



State of New York
County of Steuben

ss.

On this 20th day of June
Nineteen Hundred and Sixty-three

before me, the subscriber, personally appeared

CECIL A. GREENE,

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Louis J. Nessle

LOUIS J. NESSLE
NOTARY PUBLIC, No. 51-6121000
STEBEN COUNTY, NEW YORK
Commission Expires March 30, 1964



JUN 21 2 08 PM 1963
STEBEN COUNTY
CLERKS OFFICE

RECORDED

WARRANTY WITH LIEN COVENANT

CECIL A. GREENE

287✓

TO

GILBERT W. DANN

and

CAROLYN W. DANN

197✓

Dated, June 20th, 1963

810 PAGE 397

STEBEN COUNTY, SS

RECORDED ON THE 21st DAY OF

JUNE 1963 AT 2:08

CLOCK IN BOOK 810 OF

PAGE 396 AND EXAMINED

CLERK

LAW OFFICES
LOUIS J. NESSLE
403-404 FIRST NATIONAL BANK BLDG.
CORNING, NEW YORK

24. WARRANTY DEED

Gilbert W. Dann and Carolyn
W. Dann, husband and wife

to

City of Corning Urban Renewal Agency

Instrument Date: 08-17-1973
Acknowledged Date: 08-17-1973
Record Date: 9-11-1973 *Time:* 9:35AM
Instrument Location: Liber 934 of Deeds; Page 830

For above instrument, see attached copy

DRAFT

THIS INDENTURE, made the 17th day of August, nineteen hundred and Seventy-three
BETWEEN Gilbert W. Dann and Carolyn W. Dann, husband and wife, residing at
414 Estates, R. D. # 2, in the village of Beaver Dams, County of Steuben, State of
New York.

parties of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of
New York, having offices at 85 E. Market Street, in the City of Corning, County of
Steuben and State of New York.

party of the second part,

WITNESSETH, that the parties of the first part, in consideration of

-----ONE----- Dollars,

lawful money of the United States,

paid by the party of the second part do hereby grant and release unto the party of the second part,

its successors and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning,
County of Steuben and State of New York, known and distinguished as Lot Number
Forty-four (44) of the Kelly Farm Addition to the City of Corning, New York,
reference being had to a map of said Kelly Farm Addition made by C. H. Voorhess
and filed in the Office of the Clerk of the County of Steuben on the 12th day of March,
1946, for a more particular description thereof.

SUBJECT to the restrictions and conditions contained in a certain Declaration
of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in
the Steuben County Clerk's Office on the 5th day of March, 1947.

BEING the same premises conveyed to Gilbert W. Dann and Carolyn W. Dann
by Cecil A. Greene by Warranty Deed dated June 20th, 1963 and recorded in the
Steuben County Clerk's Office on June 21, 1963 in Liber 810 of Deeds at page 396.



SEP 11 9 35 AM '73
STEUBEN COUNTY
CLERK'S OFFICE

RECORDED

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part,

its successors and assigns forever.

AND the said parties of the first part covenant as follows:

FIRST.—That the parties of the first part are seized of the said premises in fee simple, and
have good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the parties of the first part will forever warrant the title to said premises;

SIXTH.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In presence of:

Gilbert W. Dann L. S.
Carolyn W. Dann L. S.

STATE OF New York COUNTY OF Steuben ss.

On the 17th day of August, nineteen hundred and Seventy-three
 before me came Gilbert W. Dann and Carolyn W. Dann

to me known and known to me to be the individual S described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

[Signature]
 NOTARY PUBLIC
Corning, N.Y. 8/20/73

Gilbert W. and Carolyn W. Dann
 1973

to

City of Corning Urban Renewal
 Agency



WARRANTY — FULL COVENANTS

Dated, August 17, 1973
 The land affected by the within instrument
 lies in

RECORD AND RETURN TO

City of Corning Urban Renewal
 Agency
 85 E. Market Street
 Corning, New York 14830

Reserve this space for use of Recording Office.

SEP 11 9 35 AM '73

STEUBEN COUNTY
 CLERK'S OFFICE

STEUBEN COUNTY, SS
 RECORDED ON THE 11th DAY OF
 September 1973 AT 9:35
 O'CLOCK A. M., IN BOOK 934 OF
 Deeds AT
 PAGE 830 AND EXAMINED
Chilton Latham
 CLERK

LIBER 934 PAGE 831

25. WARRANTY DEED

William R. Lanphear

to

Herbert G. VanDeMark and
Lorraine N. VanDeMark, his wife

Instrument Date: 08-27-1947
Acknowledged Date: 08-27-1947
Record Date: 9-6-1947 *Time:* 10:25AM
Instrument Location: Liber 546 of Deeds; Page 185

For above instrument, see attached copy

TITLE IV:

DRAFT

This Indenture,

5461
185

Made the 27th day of August Nineteen Hundred and Forty-seven

Between WILLIAM R. LANPHEAR, residing at No. 2 West Market Street, in the City of Corning, County of Steuben and State of New York,

part 1 of the first part, and
HERBERT G. VANDEMARK and LORRAINE N. VANDEMARK, his wife, residing at No. 6 Hollister Street, in the Town of Dundee, County of Yates, and State of New York,

part 1 of the second part,
Witnesseth that the party of the first part, in consideration of One and more ----- Dollars (\$ 1.00 and more) lawful money of the United States,

paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their distributees and assigns forever, ~~with~~

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, and upon a map of the Kelly Farm Addition to Corning, N. Y. filed in Steuben County Clerk's Office on March 12, 1946, under Map Number 1026 is known and distinguished as Subdivision Lot Number forty-five (45).

THIS CONVEYANCE is made and accepted subject to a certain mortgage owned and held by Buffalo Savings Ban, in the sum of Ninety-five Hundred Dollars (\$9500.00) bearing date the 13th day of November, 1946, and recorded in Liber 262 of Mortgages at page 479, in Steuben County Clerk's Office on November 14, 1946, on which mortgage there remains unpaid the sum of Ninety-five Hundred Dollars (\$9500.00) which mortgage with interest at the rate of four per centum (4%) per annum from the 27th day of August, 1947, the parties of the second part assume and agree to pay as part of the consideration for this conveyance.

Wm R Lanphear

186

Together with the appurtenances and all the estate and rights of the part of the first part in and to said premises,
To have and to hold the premises herein granted unto the parties of the second part, their distributees and assigns forever.

And said first party

covenants as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said first party

will forever **Warrant** the title to said premises.

Third. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

William R. Lanphier



Hubert Wandemark



Therese N. Wandemark



State of New York

County of STEUBEN

\$5..

187

CITY of CORNING

On this 27 day of August Nineteen Hundred and Forty-seven before me, the subscriber, personally appeared

WILLIAM R. LANPHEAR, HERBERT G. VANDEMARK and LORRAINE N. VANDEMARK, his wife

to me personally known and known to me to be the same person as described in and who executed the within Instrument, and they are the acknowledged to me that they executed the same.

Chester R. Hallock

Notary Public

CHESTER R. HALLOCK
Notary Public No. 287
Steuben County, New York
My commission expires March 30, 1949

183 Fulton St.
Corning

TO
HERBERT G. VANDEMARK and
LORRAINE N. VANDEMARK, his wife

185 ✓

Dated, August 19 47

STATE OF NEW YORK

County of Steuben \$5.

RECORDED ON THE
6 day of Sept. A.D. 1947
at 10:25 o'clock A.M.
in LIBER 546 of DEEDS
at PAGE 185 and examined

R. B. Oldfield CLERK

R. B. Oldfield

LITTLE AND BURT
ATTORNEYS & COUNSELORS
BUFFALO SAVINGS BANK BUILDING
BUFFALO, N.Y.

MAILED TO H. G. VANDEMARK at
183 FULTON ST
CORNING
WARRANTY WITH LIEN COVENANT

WILLIAM R. LANPHEAR 449 ✓

FILED SEP 6 10 17 10 1947

26. WARRANTY DEED

Herbert G. VanDeMark and
Lorraine N. VanDeMark

to

Preston M. Reynolds and
Margaret H. Reynolds,
husband and wife, as
tenants by the entirety

Instrument Date: 03-08-1949
Acknowledged Date: 03-28-1949
Record Date: 3-29-1949 *Time:* 9:20AM
Instrument Location: Liber 575 of Deeds; Page 121

For above instrument, see attached copy

NOTE: This deed references mortgages that have since been discharged of record

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of



Herman Schrickel



Anna Schrickel



State of New York

County of STEUBEN

SS.

CITY of CORNING

On this 28th

day of March Nineteen Hundred and

Forty-nine

before me, the subscriber, personally appeared

HERMAN SCHRICKEL and ANNA SCHRICKEL

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally duly acknowledged to me that they executed the same

Jacob G. Welch

JACOB G. WELCH
NOTARY PUBLIC, STATE OF NEW YORK
Residing in Steuben County No. 721
Certificate filed in Chemung Co. No. 108
Certificate filed in Schuyler Co. No.
Commission expires March 30, 1949

Notary Public

721



MAR 29 9 17 AM 1949

STEUBEN COUNTY
CLERK'S OFFICE

A true copy of the original recorded on date stamped hereon.

R. S. Clefield
Steuben County Clerk.

FORM 593 N. Y. DEED—WARRANTY with Mortgage and Lien Covenants
(Laws of 1917, Chap. 681, Laws of 1932, Chap. 627, Laws of 1938, Chap. 502.)

TUTBLANK REGISTERED U.S. PAT OFFICE
Tuttle Law Print Publishers, Rutland, Vt.

575-121

This Indenture.

Made the 8th day of March Nineteen Hundred and Forty-nine.

Between HERBERT G. VANDERMARK and LORRAINE N. VANDERMARK

residing at 183 Fulton Street in the City of Corning, County of Steuben and State of New York

LIBER 575 PAGE 122

parties of the first part, and

PRESTON M. REYNOLDS and MARGARET H. REYNOLDS,
residing at 229 West Second Street in the City of Corning, County
of Steuben and State of New York, husband and wife as tenants
by the entirety,

parties of the second part,

~~Witnesseth~~ that the parties of the first part, in consideration of
----- ONE ----- Dollar
(\$ 1.00) lawful money of the United States,
do hereby grant and release unto the parties of the second part, their
distributees and assigns forever, all THAT TRACT OR PARCEL OF LAND
situate in the City of Corning, County of Steuben and State of
New York, and upon a map of the Kelly Farm Addition to Corning,
N. Y. filed in Steuben County Clerk's Office on March 12, 1946,
under Map Number 1026 is known and distinguished as Subdivision
Lot Number forty-five (45).

This conveyance is made and accepted subject to an
indebtedness secured by two mortgages upon said premises held by
Buffalo Savings Bank, one of which was dated November 13, 1946 and
recorded in the Steuben County Clerks Office on the 14th day of
November 1946 in Liber 262 of Mortgages at page 479, given by W. R.
Lanphear to the Buffalo Savings Bank; the other of which was dated
August 27, 1947, and recorded in the Steuben County Clerks Office on
the 6th day of September, 1947, in Liber 273 of Mortgages at Page 245,
given by Herbert G. Vandemark and Lorraine M. Vandemark; which
mortgages were consolidated by consolidation agreement between the
Buffalo Savings Bank and Herbert G. Vandemark and Lorraine M. Vandemark
dated August 27, 1947 and recorded in the Steuben County Clerks Office
on September 6th, 1947 in Liber 273 at Page 253, on which there is an
unpaid principal balance of Nine Thousand Nine Hundred Forty-seven
dollars and seventy-eight cents (\$9947.78) with interest from March 1st,
1949, at the rate of four percent (4%) per annum, which said Mortgage
debt the parties of the second part hereby assume and agree to pay, as
part of the purchase price of the above described premises, and the
parties of the second part hereby execute and acknowledge this
instrument for the purpose of complying with the provisions of Chapter
502 of Laws of 1938.

~~This~~ conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by Buffalo Savings Bank

which mortgage was recorded in Steuben County Clerk's office, on the day of 19, in Book of Mortgages at page , on which there is an unpaid principal of Dollars, (\$), with interest from 19, at the rate of per cent per annum, which said mortgage debt the part of the second part hereby assume and agree to pay, as part of the purchase price of the above described premises, and the part of the second part hereby execute and acknowledge this Instrument for the purpose of complying with the provisions of Chapter 502 of the Laws of 1938.

Together with the appurtenances and all the estate and rights of the part of the first part in and to said premises,

To have and to hold the premises herein granted unto the part of the second part, their distributees and assigns forever.

And said parties of the first part

covenant as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said parties of the second part

will forever ~~Warrant~~ the title to said premises;

Third. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of



x Robert Sandemark

x Lorraine N. Sandemark

x Margaret S. Reynolds

x Preston M. Reynolds

LS

LS

LS

LS

LS

State of New York

County of STEUBEN
CITY of CORNING

§§..

On this 28th
Forty-nine

day of March Nineteen Hundred and
before me, the subscriber, personally appeared

HERBERT G. VANDERMARK and LORRAINE M. VANDERMARK

PRESTON M. REYNOLDS and MARGARET H. REYNOLDS
to me personally known and known to me to be the same persons described
in and who executed the within Instrument, and they
acknowledged to me that they executed the same

John D. Young
Notary Public #768

My Commission Expires
March 30, 1950

State of New York

County of STEUBEN
CITY of CORNING

§§..

A true copy of the original recorded on date stamped hereon.

R. B. Oldfield
Steuben County Clerk.

FORM 623 N. Y. DEED — WARRANTY
(Laws of 1917, Chap. 681.)

DENBLANK REGISTERED U. S. PAT. OFFICE
Dennis Law Blank Co., Publishers, Buffalo, N. Y.

575-124

This Indenture.

Made the Twenty-fifth day of March Nineteen Hundred and
Forty-nine

Between

HERMAN C. KOHNKEN and SARAH KOHNKEN, husband and wife,
of Conocton, Owning in the entirety-

parties of the first part, and

GEORGE H. WICKS and ANNA WICKS, husband and wife in
the entirety- of Hicksville, N.Y., Wantagh Avenue, Long
Island-

parties of the second part,

Witnesseth, that the parties of the first part, in consideration of

Twelve Thousand

Dollars

(\$12,000.00) lawful money of the United States,

paid by the parties of the second part,

do hereby grant and release unto the parties of the second part,

*mail m. c. Dowell & m. c. Dowell, atty.
in fact, n. y.*

27. WARRANTY DEED

Preston M. Reynolds and
Margaret H. Reynolds

to

William S. Weeks and Margaret
C. Weeks, husband and wife,
as tenants by the entirety

Instrument Date: 02-07-1957
Acknowledged Date: 02-07-1957
Record Date: 2-8-1957 *Time:* 11:06AM
Instrument Location: Liber 720 of Deeds; Page 223

For above instrument, see attached copy

DRAFT

This Indenture,

720-223

Made the 7th day of February
Nineteen Hundred and Fifty-seven

Between PRESTON M. REYNOLDS and MARGARET H. REYNOLDS, residing
at 183 Fulton Street, in the City of Corning, County of Steuben and
State of New York,

parties of the first part, and

WILLIAM S. WEEKS and MARGARET C. WEEKS, husband and wife as tenants
by the entirety, residing at 407 Peirson Street, Newark, County of
Wayne and State of New York,

Witnesseth that the parties of the first part, in consideration of

-----ONE-----Dollar (\$1.00)
lawful money of the United States and other good and valuable consideration
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, their distributees and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben
County, New York, and upon a map of the Kelly Farm Addition to Corning
N.Y., filed in Steuben County Clerk's Office on March 12, 1946 under
Map No. 1026 is known and distinguished as Subdivision Lot No. 45.

AND BEING THE SAME PREMISES conveyed to the grantors by
Herbert G. VanDemark and Lorraine N. VanDemark by deed dated March 8,
1949 and recorded in the Steuben County Clerk's Office on March 29,
1949 in Liber 575 of Deeds at Page 121.

SUBJECT to restrictions on record.

mailed P.C. Kelly Farms Corning

168R

720 224

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

To have and to hold the premises herein granted unto the parties of the second part, their distributees and assigns forever,

as tenants by the entirety, said second parties being husband and wife

And said parties of the first part

covenant as follows:

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

RECORDED

Preston M. Reynolds
Margaret H. Reynolds

FEB 8 11 06 AM 1957

STEUBEN COUNTY
CLERK'S OFFICE

State of New York
County of STEUBEN

On this 7th day of February
Nineteen Hundred and Fifty-seven
before me, the subscriber, personally appeared

PRESTON M. REYNOLDS and MARGARET H. REYNOLDS

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally acknowledged to me that they executed the same.

Philip E. DePumpo

Notary Public



PHILIP E. DEPUMPO
NOTARY PUBLIC NO. 51-573100
STEUBEN COUNTY, NEW YORK
MY COMMISSION EXPIRES MARCH 30, 1958

A True Copy of the Original Recorded on the Date Stamped Hereon

28. WARRANTY DEED

William S. Weeks and Margaret
C. Weeks, husband and wife

to

George E. Sadd and Serepta
L. Sadd, husband and wife

Instrument Date: 12-05-1963
Acknowledged Date: 12-09-1963
Record Date: 12-24-1963 *Time:* 11:17AM
Instrument Location: Liber 815 of Deeds; Page 420

For above instrument, see attached copy

DRAFT

U. S. Internal
Revenue Stamp
5.50

FORM 301 - WARRANTY DEED WITH LIEN COVENANT

Published by National Legal Supply, Albany, N. Y.

LIBER 815 PAGE 420

This IndentureDecember
BetweenMade the 5th
Nineteen Hundred and Sixty-three

day of

WILLIAM S. WEEKS and MARGARET C. WEEKS, husband and
wife, both residing at 708 East Erie Street, Albion, Michigan,

parties of the first part, and

GEORGE E. SADD and SEREPTA L. SADD, husband and wife,
both residing at 100 Cardinal Road, Horseheads, Chemung County,
New York,

parties of the second part,

Witnesseth that the parties of the first part, in consideration of

ONE Dollar (\$1.00)
lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, their distributees and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the
City of Corning, Steuben County, New York, and
upon a map of the Kelly Farm Addition to Corning
N.Y. filed in Steuben County Clerk's Office on
March 12, 1946 under Map No. 1026 is known and
distinguished as Subdivision Lot No. 45. Be-
ing the same premises conveyed to the grantors
herein by Preston M. Reynolds and Margaret H.
Reynolds by deed dated February 7, 1957 and
recorded in the Steuben County Clerk's Office
February 8, 1957 in Book 720 of Deeds at Page
223.

SUBJECT to restrictions of record.

RECORDED
DEC 24 11 17 AM 1963
STEBEN COUNTY
CLERK'S OFFICE



JAN 7 1964

Mail - Harry Truman, 1115 Corning, N.Y.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,
To have and to hold the premises herein granted unto the parties of the second part, their distributees and assigns forever.

And said parties of the first part

covenant as follows:

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part

will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

x William S. Weeks

x Margaret C. Weeks

MICHIGAN
State of New-York MICH. 94N } ss.
County of CALHOUN

On this x 9 day of December
Nineteen Hundred and Sixty-three

before me, the subscriber, personally appeared

WILLIAM S. WEEKS and MARGARET C. WEEKS, husband and wife,

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.



Seal and
Authority

FRANK J. COSTELLO
Notary Public, Calhoun County, Mich.
My Commission Expires Aug. 6, 1962

NOTARY PUBLIC

CLERK'S CERTIFICATE.

STATE OF MICHIGAN,
CALHOUN COUNTY CLERK'S OFFICE



I, RAY PURCELL, Clerk of said County, and of the Circuit Court thereof, said Court being a Court of Record having Common Law Jurisdiction, do hereby Certify that
Frank J. Costello

Esq., before whom the annexed Instrument was proven or acknowledged, was at the time a NOTARY PUBLIC in and for said County, duly authorized and qualified, by and under the laws of said State, to take the acknowledgment, or proof of deeds and other instruments in writing, to take depositions and affidavits, and to administer oaths and affirmations generally, that I am well acquainted with the handwriting of the said Frank J. Costello and verily believe that the official signature to the proof or acknowledgment of the annexed instrument, purporting to be his, is his genuine signature.

I Further Certify, that an Impression of the Seal of said Notary is not required by law to be filed in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Circuit Court at the City of Marshall, in said County, this 13th day of December A. D. 1963

Ray Purcell Clerk

DOUBLEDAY BROS. & CO., KALAMAZOO, MICH.

LIBER 815 PAGE 421

Ray Purcell

A True Copy of the Original Recorded of the Date Stamped Here.
Calhoun County
Steuben County Clerk

29. WARRANTY DEED

George E. Sadd and Serepta
L. Sadd, husband and wife

to

City of Corning Urban Renewal Agency

Instrument Date: 09-24-1973
Acknowledged Date: 09-24-1973
Record Date: 10-19-1973 *Time:* 9:12AM
Instrument Location: Liber 936 of Deeds; Page 391

For above instrument, see attached copy

DRAFT

This Indenture,*Made the 24th day of September**Nineteen Hundred and Seventy-three*

Between George E. and Serepta L. Sadd, husband and wife, residing at 183 Fulton Street, in the City of Corning, County of Steuben and State of New York.

parties of the first part, and

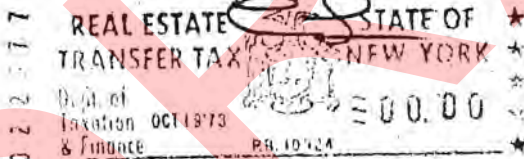
City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben and State of New York.

Witnesseth that the parties of the first part, in consideration of

-----ONE-----Dollar (\$1.00)
lawful money of the United States,
paid by the parties of the second part, does hereby grant and release unto the
parties of the second part,
and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning,
County of Steuben and State of New York, and upon a map of the Kelly Farm Addition
to Corning, New York filed in Steuben County Clerk's Office on March 12th 1946 under
Map No. 1026 is known and distinguished as Subdivision Lot No. 45.

SUBJECT to restrictions of record.

BEING the same premises conveyed to George E. Sadd and Serepta L. Sadd by
William S. Weeks and Margaret C. Weeks by warranty deed dated December 5, 1963 and
recorded in the Steuben County Clerk's Office on December 24, 1963 in Liber 815 of
Deeds at page 420.



RECORDED
OCT 19 9 12 AM '73
STEBEN COUNTY
CLERK'S OFFICE

LIBER 936 PAGE 392

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

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And said George E. Sadd and Serepta L. Sadd, parties of the first part,

covenant as follows:
First, That the party of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part
will forever Warrant the title to said premises.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

George E. Sadd
Serepta L. Sadd

State of New York } ss. On this 24th day of September
County of Steuben } Nineteen Hundred and Seventy-three
before me, the subscriber, personally appeared

George E. Sadd and Serepta L. Sadd

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

RECORDED

OCT 19 9 12 AM '73
STEBEN COUNTY
CLERK'S OFFICE

Albert E. Stacey Jr.
Notary Public, State of New York
08-9143750
Qualified in Chemung County
My Commission Expires March 30, 1974

A True Copy of the Original Recorded on the Date Stamped Hereon.

Chifton L. Latta

Steuben County Clerk

30. WARRANTY DEED

William R. Lanphear

to

John F. Mehall and Minnie
R. Mehall, his wife

Instrument Date: 08-08-1947
Acknowledged Date: 08-08-1947
Record Date: 8-14-1947
Instrument Location: Liber 544 of Deeds; Page 302

For above instrument, see attached copy

TITLE V:

DRAFT

302

This Indenture,

Made the 8th day of August Nineteen Hundred and Forty-Seven

Between WILLIAM R. LANPHEAR, residing at No. 2 West Market Street in the City of Corning, County of Steuben and State of New York,

party of the first part, and

JOHN F. MEHALL and MINNIE R. MEHALL, his wife, residing at No. 155 Front Street in the City of Corning, County of Steuben, and State of New York,

parties of the second part,

Witnesseth that the party of the first part, in consideration of

----- ONE AND MORE ----- Dollars

(\$ 1.00 and more) lawful money of the United States,

paid by the parties of the second part,

does hereby grant and release unto the parties of the second part, their

successors and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, and upon a map of the Kelly Farm Addition to Corning, N. Y., filed in Steuben County Clerk's Office on March 12, 1946, under Map Number 1026 is known and distinguished as Subdivision Lot Number forty six (46).

THIS CONVEYANCE is made and accepted subject to a certain mortgage owned and held by Buffalo Savings Bank, in the sum of Ninety Five Hundred Dollars (\$9500.00), bearing date the 13th day of November, 1946, and recorded in the Steuben County Clerk's Office on the 14th day of November, 1946, in Liber 262 of Mortgages at Page 481, on which mortgage there remains unpaid the sum of Ninety Five Hundred Dollars (\$9500.00), which mortgage with interest at the rate of four per centum (4%) per annum from the 8th day of August, 1947, the parties of the second part assume and agree to pay as part of the consideration for this conveyance.

Together with appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their successors and assigns forever.

And said party of the first part

covenants as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said party of the first part

will forever warrant the title to said premises.

Third. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties hereto ~~of the first part~~ have hereunto set their hands and seals the day and year first above written.

In Presence of

William R. Lapham



John F. McCall



Minnie B. McCall



304

State of New York
County of STEUBEN
CITY of CORNING

SS..

On this 8th day of August Nineteen Hundred and
Forty-Seven before me, the subscriber, personally appeared

WILLIAM R. LANPHEAR

to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he duly
acknowledged to me that he executed the same

Merton D. Ellison

MERTON D. ELLISON
Notary Public No. 210

Steuben County, New York
My commission expires March 30, 1949

STATE OF NEW YORK)
COUNTY OF STEUBEN) SS.
CITY OF CORNING)

On this 8th day of August, Nineteen Hundred and Forty-
Seven, before me, the subscriber, personally appeared JOHN F. MEHALL
and MINNIE R. MEHALL, his wife, to me known and known to me to be the
same persons described in and who executed the within Instrument, and
they severally duly acknowledged to me that they executed the same.

Merton D. Ellison

MERTON D. ELLISON
Notary Public No. 210
Steuben County, New York
My commission expires March 30, 1949

Warrant
WARRANT WITH LIEN COVENANT

WILLIAM R. LANPHEAR

TO

JOHN F. MEHALL, and

MINNIE R. MEHALL, his wife

dated. August

19 47

STATE OF NEW YORK

County of Steuben

RECORDED ON THE

14 day of August A.D. 1947
at 3:15 o'clock P. M.

in LIBER 544 of DEEDS

at PAGE 302 and examined

R. B. Oldfield
CLERK

Rec + Ret

LITTLE AND BURT
ATTORNEYS & COUNSELORS
BUFFALO SAVINGS BANK BUILDING
BUFFALO, N.Y.

31. QUIT CLAIM DEED

Minnie R. Mehall

to

John R. Gray and Henrietta Gray

Instrument Date: 06-04-1948
Acknowledged Date: 06-04-1948
Record Date: 6-5-1948 *Time:* 9:06AM
Instrument Location: Liber 527 of Deeds; Page 473

For above instrument, see attached copy

DRAFT

FORM 681 N. Y. DEED—QUIT CLAIM

(Laws of 1917, Chap. 681, Statutory Form D)

DENBLANK REG. STAMP, U.S. PAT. OFFICE
LIBER 527 PAGE 473

This Indenture

Made the 4th day of June Nineteen Hundred and forty-eight

Between MINNIE R. MEHALL, residing at 64 East William Street in the City of Corning, County of Steuben and State of New York

party of the first part, and
JOHN R. GRAY AND HENRIETTA GRAY, residing at 3 Catherine Street in the City of Corning, County of Steuben and State of New York,

parties of the second part,
Witnesseth, that the party of the first part, in consideration of
One - - - - - Dollar
(\$) lawful money of the United States,

paid by the parties of the second part,
does hereby remise, release, and quitclaim unto the parties of the second part,
their heirs and assigns forever, all THAT TRACT OR PARCEL
OF LAND, situate in the City of Corning, County of Steuben and State
of New York, and upon a map of the Kelly Farm Addition to Corning,
N.Y. filed in Steuben County Clerk's Office on March 12, 1946, under
Map Number 1026 is known and distinguished as Subdivision Lot
Number forty-six (46).

State of New York

LIBER 527 PAGE 475

County of STEUBEN
CITY of CORNING

SS.:

On this 4th day of June Nineteen Hundred and forty-eight before me, the subscriber, personally appeared

Minnie R. Mehall,

to me personally known and known to me to be the same person described in and who executed the within Instrument, and she acknowledged to me that she executed the same

John D. Young

Notary Public #768

My Commission Expires
March 30, 1950

RECORDED

JUN 5 9 05 AM 1948

STEUBEN COUNTY
CLERK'S OFFICE

to J.D. Young

Deed

QUIT CLAIM

R. MEHALL

TO

R. GRAY AND

ETTA GRAY 279 ✓

June 4, 1948

STATE OF NEW YORK

Steuben 55.

RECORDED
ON THE

June 1948

10 o'clock A.M.

527 of DEEDS

473 and examined.

B. Oldfield
CLERK

32. REFEREE DEED

John D. Young, Referee

to

Buffalo Savings Bank

Instrument Date: 03-22-1949
Acknowledged Date: 04-13-1949
Record Date: 5-12-1949
Instrument Location: Liber 577 of Deeds; Page 394

For above instrument, see attached copy

DRAFT

LIBER 577 PAGE 394

THIS DEED,

Made the 22nd day of March, Nineteen Hundred and Forty-nine,
 BETWEEN JOHN D. YOUNG, residing at *156 Pearl Street*,
 in the City of Corning, County of Steuben and State of New York,
 Referee, duly appointed in the action hereinafter mentioned, grantor,
 and

BUFFALO SAVINGS BANK, a domestic banking corporation having
 its principal place of business at 545 Main Street in the City of
 Buffalo, County of Erie and State of New York, grantee:

WITNESSETH, that the grantor, the referee appointed in an
 action between

Buffalo Savings Bank

Plaintiff

and

John F. Mehall and Minnie R. Mehall,
 his wife; John R. Gray and
 Henrietta Gray, his wife,

Defendants

foreclosing two certain mortgages, the first recorded on the 14th
 day of November, 1946 in the office of the Clerk of the County of
 Steuben, in Liber 262 of Mortgages at page 481, and the second
 recorded on the 14th day of August, 1947 in the office of the Clerk
 of the County of Steuben, in Liber 272 of Mortgages at page 246,
 which said mortgages were thereafter consolidated and coordinated
 so as to constitute a joint first mortgage lien by an agreement
 recorded in the office of the Clerk of the County of Steuben on
 the 14th day of August, 1947 in Liber 272 of Mortgages at page
 239, in pursuance of a judgment entered at a special term of the
 Supreme Court held in and for the County of Steuben at the Court
 House at Bath, New York, on the 27th day of February, 1949, and
 in consideration of Nine Thousand Five Hundred Dollars (\$9,500.00)

Mail to: Little & Bunt
 Buffalo New York
 Buffalo, N.Y.

paid by the grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto the grantee, all the right, title and interest which the said John F. Mehall and Minnie R. Mehall, his wife, the mortgagors aforesaid, had at the time of the execution or recording of said mortgages, it being their interest in said premises which was so sold and is hereby conveyed, together with all the right, title and interest of the parties to the aforesaid action, of, in and to

ALL THAT TRACT OR PARCEL OF LAND situate in
 0) the City of Corning, County of Steuben and State
 of New York, and upon a map of the Kelly Farm
 Addition to Corning, N. Y., filed in Steuben County
 Clerk's Office on March 12, 1946, under Map Number
 1026, is known and distinguished as Subdivision
 Lot Number Forty-six (46).

TOGETHER with all the right, title and interest
 of John F. Mehall and Minnie R. Mehall, his wife,
 of, in and to the land lying in the bed of any
 street, road, avenue, lane or right of way as they
 now exist or formerly existed in, in front of or
 adjoining the said premises, and in and to all
 easements, riparian rights and appurtenances and
 all the estate and rights of John F. Mehall and
 Minnie R. Mehall, his wife, in and to said
 premises.

TOGETHER with all fixtures and articles of
 personal property, now attached to, and used in
 connection with, the above described premises.

TO HAVE AND TO HOLD the premises herein granted unto the
 grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his
 hand and seal.

IN PRESENCE OF



John D. Young (L.S.)
 Referee

LIBER 577 PAGE 396

STATE OF NEW YORK)
COUNTY OF STEUBEN) SS:
CITY OF CORNING)

On this 13th day of April, Ninteen Hundred and Forty-nine, before me, the subscriber, personally appeared JOHN D. YOUNG, as Referee in the above mentioned foreclosure action, to me personally known, and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that he executed the same as such Referee.

RECORDED

MAY 12 3 51 PM 1949

STEUBEN COUNTY
CLERK'S OFFICE

Pauline P. Clark

PAULINE P. CLARK
NOTARY PUBLIC, State of New York
Steuben Co. No. 51-0652300
Commission Expires March 30, 1951

A true copy of the original recorded on date stamped hereon.

R. B. O'Leary
Steuben County Clerk.

LIBER 577 PAGE 396 This Indenture

Made and Executed this 18 day of August, 19 46

By and Between the CITY OF CORNING, a municipal corporation created and existing under the Laws of the State of New York, party of the first part, and

William D. Stremer and Ruth M. Stermer

, party (parties) of the second part;

Witnesseth, that in consideration of One Hundred & Twenty Dollars (\$ 120.00) Dollars, lawful money of the United States, paid by the second party, the first party hereby grants, conveys and releases unto the second party (parties), his (their) heirs and assigns forever

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben County, New York, and described as follows:

Fuller Avenue Vacant Map 71 Dist. 13

Block 13 Lots 16 - 17 - 100 x 125 -- C.C.R.CPN. Plot

*mailed William Stermer
245 Fuller Ave
Corning, N.Y.*

33. DEED

Buffalo Savings Bank

to

H. Corbin Van Cott and
Virginia F. Van Cott, his wife

Instrument Date: 06-29-1949
Acknowledged Date: 06-29-1949
Record Date: 7-2-1949 *Time:* 10:19AM
Instrument Location: Liber 580 of Deeds; Page 303

For above instrument, see attached copy

DRAFT

This Indenture,

Made the 29th day of June Nineteen Hundred and Forty-nine.

Between BUFFALO SAVINGS BANK, a banking

a corporation organized under the laws of the State of New York having its principal place of business at 545 Main Street in the City of Buffalo, County of Erie and State of New York,

party of the first part, and

H. CORBIN VAN COTT and VIRGINIA F. VAN COTT, his wife, residing at 40 Fulton Street, in the City of Corning, County of Steuben and State of New York,

parties of the second part;

Witnesseth that the party of the first part, in consideration of

One and more -----Dollars

(\$ 1 & more) lawful money of the United States,

paid by the parties of the second part,

does hereby grant and release unto the parties of the second part, their distributees and assigns forever, all

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben and State of New York, and upon a map of the Kelly Farm Addition to Corning, N. Y., filed in Steuben County Clerk's Office on March 12, 1946, under Map Number 1026, is known and distinguished as Subdivision Lot Number Forty-six (46).

TOGETHER with all the right, title and interest of the party of the first part in and to the land lying in the bed of any street, road, avenue, lane or right of way as they now exist or formerly existed in, in front of or adjoining the said premises, and in and to all easements, riparian rights and appurtenances and all the estate and rights of the party of the first part in and to said premises.

L588 580 PAGE 304

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their distributees and assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Presence of

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

BUFFALO SAVINGS BANK

By

Ray E. Eisenhardt
Vice President



State of New York

County of ERIE

88..

USER 580 PAGE 305

CITY of BUFFALO

On this 29th day of June, Nineteen Hundred and Forty-nine,

before me personally came RAY F. EISENHARDT to me personally known, who, being by me duly sworn, did depose and say that he resides in Buffalo, New York that he is

the VICE PRESIDENT of BUFFALO SAVINGS BANK the corporation described in, and which executed, the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he signed his name thereto by like order.



Gladys J. Barber
GLADYS J. BARBER—Reg. No. 432
Notary Public in the State of New York
Residing in Erie Co. at time of Appointment
My Commission Expires Mar. 30, 1951

STEUBEN COUNTY
CLERKS OFFICE

JUL 2 10 19 AM 1949

STATE OF NEW YORK,
COUNTY OF ERIE

ss. I, STEVEN PANKOW, Clerk of the County of Erie, and also Clerk of the Supreme and County Courts for said County, the same being Courts of Record, do hereby certify that whose name is subscribed to the deposition, certificate of acknowledgment or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his appointment and qualifications, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts at Buffalo, this 29th day of June 1949

N.P. No. 15599

Steven Pankow
Clerk.

A true copy of the original recorded on date stamped hereon.

W. B. Orfield
Steuben County Clerk

34. WARRANTY DEED

H. Corbin Van Cott and
Virginia F. Van Cott

to

Kenneth Enderle and Lucy
Enderle

Instrument Date: 06-06-1952
Acknowledged Date: 06-06-1952
Record Date: 6-7-1952 *Time:* 8:56AM
Instrument Location: Liber 635 of Deeds; Page 414

For above instrument, see attached copy

DRAFT

LIBER 635 PAGE 414

This Indenture.

Made the 6th day of June Nineteen Hundred and Fifty-Two.

Between H. Corbin VanCott and Virginia F. VanCott, residing at No. 18⁵ Fulton Street, Corning, Steuben County, New York,

parties of the first part, and
Kenneth Enderle and Lucy Enderle, residing at #10 Spruce Street, Corning, Steuben County, New York,

parties of the second part,
Witnesseth. that the parties of the first part, in consideration of
--Thirteen Thousand Six Hundred --- Dollar s
(\$ 13,600.00) lawful money of the United States,

paid by the parties of the second part,
do hereby grant and release unto the parties of the second part,
their heirs and assigns forever, all THAT TRACT OR PARCEL OF
LAND, situate in the City of Corning, County of Steuben and State of
New York, as shown upon a map of the Kelly Farm Addition to Corning,
N.Y., filed in Steuben County Clerk's Office on March 12, 1946, under
Map Number 1026, known and distinguished as Subdivision Lot #46;

TOGETHER with all the right, title and interest formerly
owned by the parties of the first part, of, in and to the land lying
in the bed of any street, road, a venue, lane or right of way as they
now exist or formerly existed in, in front of or adjoining the said
premises, and in and to all easements, riparian rights and appurte-
nances, and all the estate and rights of the parties of the first
part in and to said premises;

AND being the same premises conveyed by the Buffalo
Savings Bank to the parties of the first part herein by deed dated
June 29, 1949 and recorded July 2, 1949 in Liber 580 of Deeds at page
303 in the Steuben County Clerk's Office.

JUN 16 1952

will forever ~~Warrant~~ the title to said premises.

In ~~Witness~~ Whereof, the party of the first part has
hereunto set his hand and seal the day and year first above written.

In Presence of

Winfred L. Greene L.S.

State of New York
County of Steuben } ss.
of

On this 6th day of June, Nineteen Hundred and
Fifty-two, before me, the subscriber, personally appeared

WINFRED L. GREENE,

to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he
acknowledged to me that he executed the same

Charles M. Salerno
Notary Public

CHARLES M. SALERNO
Notary Public, State of New York
No. 51-8740900 Qualified in Steuben Co.
Term Expires March 30, 1954

JUN 7 8 55 AM 1952

STEUBEN COUNTY
CLERK'S OFFICE

STEUBEN COUNTY
CLERK'S OFFICE

JUN 7 8 55 AM 1952

RECORDED

A true copy of the original recorded on date, stamped hereon.

R. S. [Signature]
Steuben County CLERK

JUN 16 1952

635

PAGE 416

State of New York

County of Steuben

City of Corning

On this 6th day of June Nineteen Hundred and

Fifty-Two before me, the subscriber, personally appeared

H. Corbin VanCott and Virginia F. VanCott and Kenneth Enderle and Lucy Enderle,

to me personally known and known to me to be the same persons described in and who executed the within instrument, and they severally acknowledged to me that they executed the same

Joseph R. Purcell

Notary Public.

JOSEPH R. PURCELL
Notary Public, State of New York
No. 51-8458100 Qualified in Steuben Co.
Term Expires March 30, 1952

JUN 9 9 10 AM 1952

STEUBEN COUNTY
CLERK'S OFFICE

A true copy of the original recorded on date, stamped hereon.

R. S. Oldfield
Steuben County Clerk

(Laws of 1917, Chap. 681.)

TUTTLE LAW REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

635-416

This Indenture.

Made the Sixth day of June, Nineteen Hundred and Fifty-two,

Between LOUIS R. WARNER and CLARA L. WARNER, his wife,

residing in the Town of Lindley, Steuben County, New York (no street or number),

parties of the first part, and

GLENN E. WARNER and JOYCE R. WARNER, husband and wife,

as tenants by the entirety, residing in the Town of Lindley, Steuben

County, New York (no street or number),

Lindley, n. y. R. O. #1

JUN 16 1952

35. WARRANTY DEED

Kenneth Enderle and Lucy
Enderle, husband and wife

to

Charles B. Wilhelm and Helen
J. Wilhelm, husband and wife

Instrument Date: 02-23-1972
Acknowledged Date: 02-23-1972
Record Date: 2-25-1972 *Time:* 10:19AM
Instrument Location: Liber 916 of Deeds; Page 715

For above instrument, see attached copy

DRAFT

285-Statutory Form A
Warranty Deed with Full Covenants, Individual

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

This Indenture,

Made the 23rd day of February, nineteen hundred and Seventy-two

Between KENNETH ENDERLE and LUCY ENDERLE, husband and wife, both both residing at 185 Fulton Street, City of Corning, County of Steuben and State of New York,

parties of the first part,

and CHARLES B. WILHELM and HELEN J. WILHELM, husband and wife, both of Monterey, County of Schuyler and State of New York (Postoffice Address: R D #1, Beaver Dams, New York),

parties of the second part,

Witnesseth, that the parties of the first part, in consideration of-----

FIVE ----- Dollars,

lawful money of the United States, and other good and valuable consideration

paid by the parties of the second part

do hereby grant and release unto the parties of the second part, their distributees

and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, and upon a map of the Kelly Farm Addition to Corning, New York, filed in the Steuben County Clerk's Office on March 12, 1946, under Map No. 1026, known and distinguished as Subdivision Lot No. 46.

TOGETHER with all the right, title and interest of parties of the first part in and to the land lying in the bed of any street, road, avenue, lane or right-of-way as they may exist or formerly existed in, in front of or adjoining the same premises, and in and to all easements, riparian rights and appurtenances and all the estate and rights of parties of the first part in and to the said premises.

BEING the same premises conveyed to first parties herein by H. Corbin Van Cott and Virginia F. Van Cott by Warranty Deed dated June 6, 1952, and recorded in the Steuben County Clerk's Office June 9, 1952, in Liber 635 of Deeds at page 414.

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

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their distributees and assigns forever.

RECORDED
FEB 25 10 19 AM '72
STEUBEN COUNTY
CLERK'S OFFICE

MAR 6 1972

Wit: Joseph J. Vancot, City of Corning, N.Y.

LIBER 916 PAGE 716

And the said parties of the first part covenant as follows:

First.—That the parties of the first part are seized of the said premises in fee simple, and have good right to convey the same,

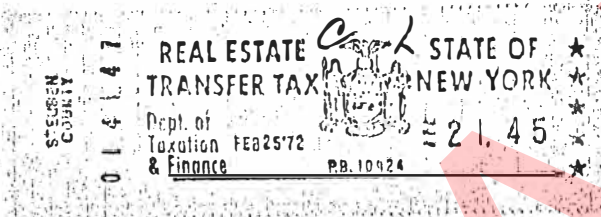
Second.—That the parties of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the parties of the first part will forever warrant the title to said premises.

Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



RECORDED
FEB 25 10 19 AM '72
STEUBEN COUNTY
CLERK'S OFFICE

In Witness Whereof, the parties of the first part have hereunto set their hands and seal this day and year first above written.

In presence of:

Henry Enderle.....L. S.

Lucy Enderle.....L. S.

.....L. S.

.....L. S.

State of NEW YORK
County of STEUBEN

} ss.:

On the 23rd day of February nineteen hundred and Seventy-two before me came KENNETH ENDERLE and LUCY ENDERLE

to me known and known to me to be the individual s described in, and who executed, the foregoing instrument, and acknowledged to me that t he Y executed the same.

LOUISE B. NOCKEL, Notary Public
State of New York, Steuben County
My Commission Expires March 30, 1973

Louise B. Nockel
Notary Public.

A True Copy of the Original Recorded on the Date Stamped Hereon.

William L. Loken Steuben County Clerk

36. WARRANTY DEED

Charles B. Wilhelm and Helen
J. Wilhelm, husband and wife

to

City of Corning Urban Renewal Agency

Instrument Date: 10-04-1973
Acknowledged Date: 10-04-1973
Record Date: 10-24-1973 *Time:* 11:59AM
Instrument Location: Liber 936 of Deeds; Page 629

For above instrument, see attached copy

DRAFT

THIS INDENTURE, made the 4th day of October, nineteen hundred and Seventy-three

BETWEEN Charles B. Wilhelm and Helen J. Wilhelm, husband and wife, residing at 221 Pioneer Road, in the Village of Painted Post, County of Steuben and State of New York.

parties of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben and State of New York.

party of the second part,

WITNESSETH, that the parties of the first part, in consideration of

ONE

Dollars,

lawful money of the United States,

paid by the party of the second part does hereby grant and release unto the party of the second part,

its successors and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, and upon a map of the Kelly Farm Addition to Corning, New York, filed in Steuben County Clerk's Office on March 12, 1946 under Map No. 1026, is known and distinguished as Subdivision Lot No. 46.

TOGETHER WITH all the right, title and interest of John F. Mehall and Minnie R. Mehall, his wife, of, in and to the land lying in the bed of any street, road, avenue, lane or right of way as they now exist or formerly existed in, in front of or adjoining the said premises, and in and to all easements, reparation rights and appurtenances and all the estate and rights of John F. Mehall and Minnie R. Mehall, his wife, in and to said premises.

BEING THE SAME PREMISES CONVEYED to Charles B. and Helen Wilhelm by Kenneth Enderle and Lucy Enderle by full covenant warranty deed dated February 23, 1972 and recorded in the Steuben County Clerk's Office on February 25, 1972 in Liber 916 of Deeds at page 715.



RECORDED
OCT 24 11 59 AM '73
STEBEN COUNTY
CLERK'S OFFICE

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the said parties of the first part covenant as follows:

FIRST.—That the parties of the first part are seized of the said premises in fee simple, and have good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

LIBER 936 PAGE 630

FOURTH.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the parties of the first part will forever warrant the title to said premises;

SIXTH.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In presence of:

Charles B. Wilhelm L.S.
Helen J. Wilhelm L.S.

STATE OF New York COUNTY OF Steuben ss.:

On the 4th day of October, nineteen hundred and Seventy-three before me came

Charles B. and Helen J. Wilhelm

to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

NOTARY PUBLIC

ALBERT E. STACEY JR.

Notary Public, State of New York

08-9143750

Qualified in Chenango County

My Commission Expires March 30, 1974

Charles B. and Helen Wilhelm

to

City of Corning Urban Renewal Agency

DEED

WARRANTY — FULL COVENANTS

Dated, October 4, 1973
The land affected by the within instrument lies in

RECORD AND RETURN TO

City of Corning Urban Renewal Agency
85 E. Market Street
Corning, New York 14830

RECORDED

Ocr 24 11 59 AM '73
STEUBEN COUNTY
CLERK'S OFFICE

STEUBEN COUNTY, SS
RECORDED ON THE 24th DAY OF
October 1973 AT 11:59
O'CLOCK A.M., IN BOOK 936 OF
Deeds AT
PAGE 629 AND EXAMINED
Chilton Latham
CLERK

Reserve this space for use of Recording Office.

NOV 2 1973

37. WARRANTY DEED

William R. Lanphear

to

Raymond H. Garner

Instrument Date: 07-21-1947
Acknowledged Date: 07-21-1947
Record Date: 7-25-1950
Instrument Location: Liber 542 of Deeds; Page 535

For above instrument, see attached copy

TITLE VI:

DRAFT

This Indenture,

542/535

Made the 21st day of July, Nineteen Hundred and Forty-seven,

Between WILLIAM R. LANPHEAR of 2 W. Market Street, in the City of Corning, County of Steuben and State of New York,

part y of the first part, and
RAYMOND H. GARNER of 170 W. Third Street, in the City of Corning, County of Steuben and State of New York,

Witnesseth that the party of the first part, in consideration of

----- ONE ----- Dollar
(\$ 1.00) lawful money of the United States, and other good and sufficient consideration paid by the party of the second part, do es hereby grant and release unto the party of the second part,

his heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-seven (47) of the Kelly Farm Addition to the City of Corning, New York, reference being had to a map of said Kelly Farm Addition made by C. H. Voorhees and filed in the Office of the Clerk of the County of Steuben on the 12th day of March, 1946 for a more particular description thereof.

SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in the Steuben County Clerk's Office on the 5th day of March, 1947.

Being a portion of the same premises conveyed to William R. Lanphear by Daniel A. Kelly by deed dated September 3, 1946 and recorded in the Steuben County Clerk's Office on the 6th day of September, 1946, in Liber 523 of Deeds at Page 28.

536

Together with the appurtenances and all the estate and rights of the
part y of the first part in and to said premises,

To have and to hold the premises herein granted unto the part y
of the second part, his heirs and assigns forever.

And said party of the first part

covenants as follows:

First. That the part y of the second part shall quietly enjoy the said
premises;

Second. That said party of the first part

will forever ~~Warrant~~ the title to said premises.

Third. That the grantor will receive the consideration for this conveyance
and will hold the right to receive such consideration as a trust fund to be applied
first for the purpose of paying the cost of the improvement and will apply the
same first to the payment of the cost of the improvement before using any part
of the total of the same for any other purpose.

In Witness Whereof, the part y of the first part has
hereunto set his hand and seal the day and year first above written.

In Presence of

William R. Lanphear
(William R. Lanphear)



State of New York
County of STEUBEN

SS..

537

On this 21st day of July, Nineteen Hundred and Forty-seven before me, the subscriber, personally appeared

WILLIAM R. LANPHEAR

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Elizabeth A. Bennett

Elizabeth A. Bennett, NOTARY PUBLIC,
State of New York, Steuben County, No. 46
My Commission expires March 30, 1948

DRAFT

mail to J.D. Young
WED

WARRANTY WITH LIEN COVENANT

449 ✓

WILLIAM R. LANPHEAR

TO

368 ✓

RAYMOND H. GARNER

ated. July 21st, 1947.

STATE OF NEW YORK

SS.

County of Steuben

RECORDED ON THE

5 day of July A.D. 1947
at 1:35 o'clock P.M.

LIBER 542 of DEEDS

PAGE 335 and examined

R.B. Oldfield
CLERK

July 25 1:30 PM

LAW OFFICES
LELAND B. BRYAN

38. WARRANTY DEED

Raymond H. Garner

to

Douglas S. Dawson and
Lena L. Dawson, his wife,
as tenants by the entirety

Instrument Date: 07-17-1950
Acknowledged Date: 07-17-1950
Record Date: 7-25-1950 *Time:* 2:04PM
Instrument Location: Liber 600 of Deeds; Page 30

For above instrument, see attached copy

DRAFT

LIBER 600 PAGE 30

This Indenture,

Made the 17th day of July, Nineteen Hundred and Fifty.

Between RAYMOND H. GARNER, residing at 27 Pyrex Street, in the City of Corning, County of Steuben, State of New York,

part y of the first part, and
DOUGLAS S. DAWSON and LENA L. DAWSON, his wife, as tenants by the entirety, 67 Cove Street, City of Pawtucket, County of Providence, State of Rhode Island.

part ies of the second part,
Witnesseth that the part y of the first part, in consideration of
***** ONE ***** Dollar
(\$ 1.00) lawful money of the United States, and other good and valuable consideration, paid by the part ies of the second part, do es hereby grant and release unto the part ies of the second part, their heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben and State of New York, known and distinguished as Lot Number Forty-seven (47) of the Kelly Farm Addition to the City of Corning, New York, bounded and described as follows: Being 53'.439 in front on the north side of Fulton Street, the same width in rear; the east line of said lot being 115' in length along the west side of Pyrex Street, the west line of said lot being 115' in length. Reference is hereby had to the map of the Kelly Farm Addition made by C. H. Voorhees, and filed in the Office of the Clerk of the County of Steuben on March 12th, 1946 for a more particular description.

SUBJECT, HOWEVER, to the restrictions and conditions contained in a certain Declaration of Restrictions by William R. Lanphear dated February 28, 1947 and recorded in the Steuben County Clerk's Office on the 5th day of March, 1947.

Being a portion of the same premises conveyed to William R. Lanphear by Daniel A. Kelly by Deed dated September 3rd, 1946 and recorded in the Steuben County Clerk's Office on the 6th day of September, 1947 in Liber 523 of Deeds at Page 28.

Being the same premises conveyed to Raymond H. Garner by William H. Lanphear by Deed dated July 21st, 1947 and recorded in the Steuben County Clerk's Office in Liber 542 of Deeds at Page 535.

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by

Corning Savings and Loan Association, Corning, New York,

which mortgage was recorded in the Steuben County Clerk's office, on the 25th day of July, 1947, in Book 271 of Mortgages at page 403, on which ~~there is an unpaid balance of~~ Mortgage there remains unpaid as of the date hereof the sum of ~~Dollars~~ (\$7224.29), ~~with interest thereon at the rate of six percent per annum~~ which said mortgage debt the parties of the second part hereby assume and agree to pay, as part of the purchase price of the above described premises, and the parties of the second part hereby execute and acknowledge this Instrument for the purpose of complying with the provisions of Chapter 502 of the Laws of 1938, and to save the party of the first part harmless on account thereof.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And said Party of the First Part

covenants as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said Party of the First Part

will forever ~~Warrant~~ the title to said premises;

Third. That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of



Raymond H. Garner
RAYMOND H. GARNER
Douglas S. Dawson
DOUGLAS S. DAWSON
Lena L. Dawson
LENA L. DAWSON

150

600 PAGE 32

State of New York

County of STEUBEN
CITY of CORNING

SS..

On this 17th day of July, 1951 Nineteen Hundred and FIFTY before me, the subscriber, personally appeared

DOUGLAS S. DAWSON, ~~XXXXXXXXXXXX~~ and RAYMOND H. GARNER

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.

Frank H. Hine

NOTARY PUBLIC, STEUBEN COUNTY.

RHODE ISLAND
State of ~~New York~~
County of PROVIDENCE
CITY of PAWTUCKET

SS..

On this 19th day of July, 1951 Nineteen Hundred and Fifty before me, the subscriber, personally appeared

LENA L. DAWSON

to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same.

Charles H. Carroll

NOTARY PUBLIC.

UNITED STATES OF AMERICA.

State of Rhode Island and Providence Plantations

Department of State

OFFICE OF SECRETARY OF STATE
PROVIDENCE

July 19, 1950

I HEREBY CERTIFY, That Charles H. Carroll, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument was at the time of taking such proof or acknowledgment, a Notary Public in and for the State of Rhode Island, and as such, authorized by law to administer oaths, to take depositions and the acknowledgment of deeds, or conveyances for lands, tenements or hereditaments in the said State, and the acknowledgment of other instruments; that he was duly commissioned as appears of record, and engaged; that I am well acquainted with his handwriting, and I furthermore believe that his signature to the said certificate of proof or acknowledgment is genuine. His commission expires June 30, 1951

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the State, the day and year first above written.

Ronald E. Finney
Second Deputy Secretary of State.

A True copy of the original recorded on date stamped hereon.

R. S. Clefield

Steuben County Clerk.

JUL 27 1950

39. WARRANTY DEED

Douglas S. Dawson and Lena
L. Dawson, husband and wife

to

City of Corning Urban Renewal Agency

Instrument Date: 08-23-1973
Acknowledged Date: 08-23-1973
Record Date: 9-11-1973 *Time:* 9:37AM
Instrument Location: Liber 934 of Deeds; Page 840

For above instrument, see attached copy

DRAFT

685—Warranty Deed with Full Covenants, Individual.
Statutory Form A. Photostat Recording.

LIBER 934 PAGE 840

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS INDENTURE, made the 23rd day of August, nineteen hundred and Seventy-three

BETWEEN Douglas S. Dawson and Lena L. Dawson, husband and wife, residing at 27 Pyrex Street in the City of Corning, County of Steuben, State of New York.

parties of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben, State of New York.

part y of the second part,

WITNESSETH, that the parties of the first part, in consideration of

-----ONE----- Dollars,

lawful money of the United States,

paid by the party of the second part do hereby grant and release unto the party of the second part, its successors and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben, State of New York, known and distinguished as Lot Number Forty-seven (47) of the Kelly Farm Addition to the City of Corning, New York, bounded and described as follows: Being 53'.439 in front on the north side of Fulton Street, the same width in rear; the east line of said lot being 115' in length along the west side of Pyrex Street, the west line of said lot being 115' in length. Reference is hereby had to the map of the Kelly Farm Addition made by C. H. Voorhess, and filed in the Office of the Clerk of the County of Steuben on March 12th, 1946 for a more particular description.

SUBJECT, HOWEVER, to the Restrictions on record.

BEING the same premises conveyed to Douglas S. Dawson and Lena L. Dawson by Raymond H. Garner by warranty deed dated July 17th, 1950 and recorded in the Steuben County Clerk's office on July 25, 1950 in Liber 500 of Deeds at Page 30.

REAL ESTATE STATE OF NEW YORK
TRANSFER TAX
Dept. of Taxation SEP 11 '73
& Finance 300.00
P4 10324

RECORDED
SEP 11 9 37 AM '73
STEBEN COUNTY
CLERK'S OFFICE

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND the said parties of the first part covenant as follows:

FIRST.—That the parties of the first part are seized of the said premises in fee simple, and have good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the parties of the first part will forever warrant the title to said premises;

SIXTH.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

In presence of:

Douglas S. Dawson L.S.
Lena L. Dawson L.S.

STATE OF New York COUNTY OF Steuben ss.:

On the 23rd day of August, nineteen hundred and Seventy-three
before me came Douglas S. Dawson and Lena L. Dawson

to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC Steuben Co. N.Y.
Rec'd 8/30/76

Douglas S. and Lena L. Dawson

917✓

to

City of Corning Urban Renewal Agency



WARRANTY — FULL COVENANTS

Dated, August 23, 1973

The land affected by the within instrument lies in

RECORD AND RETURN TO

City of Corning Urban Renewal Agency
85 East Market Street
Corning, New York 14830

Reserve this space for use of Recording Office.

SEP 11 9 37 AM '73
STEUBEN COUNTY
CLERK'S OFFICE

STEUBEN COUNTY, SS
RECORDED ON THE 11th DAY OF
September 1973 AT 9:32
O'CLOCK A.M., IN BOOK 934 OF
1000s AT
PAGE 840 AND EXAMINED
Chilton Latham
CLERK

40. WARRANTY DEED

John Cogan and Mary M. Cogan

to

The Corning Glass Works

Instrument Date: 06-23-1891
Acknowledged Date: 06-23-1891
Record Date: 6-24-1891 *Time:* 9:00AM
Instrument Location: Liber 229 of Deeds; Page 80

For above instrument, see attached copy

TITLE VII:

This Indenture, Made the thirtieth day of June in the year eighteen hundred and ninety one Between John Cogan Builder of Corning N.Y. and Mary M. Cogan his wife

of the first part, and The Corning Glass Works, a corporation of the State of New York located at Corning N.Y.

of the second part: **Witnesseth,**
That the said part of the first part, in consideration of the sum of fifteen hundred & seventy two Dollars, lawful money of the United States paid by the said part of the second part, do hereby grant and release unto the said part of the second part, its heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning County of Steuben, and State of New York, known and distinguished and bounded and described as follows, as to number six of the late known farm as will be more fully seen by reference to a map made by Brewer & Canfield surveyors of the village of Corning and recorded in the office of the County Clerk of Steuben County supposed to contain three & 3/10 acres more or less. This conveyance is made subject to the right to the said John Cogan to the use of said land for agricultural purposes for the present season and until January 1st 1892 except such portions of said land as said record party may require to use for the purpose of widening, changing and altering the channel of the Chemung river as they may be advised and the said first party hereby releases and exempts the said second party of and from any and all injury to crops by reason of any such alteration or change of said river either by woodmen or water and also from any damages or injury or injury to the lands above described by reason of any interference, obstruction or alteration of the channel of the Chemung river heretofore or hereafter sustained or claimed.

Together with the appurtenances; and all the estate and rights of the said part of the first part, in and to said premises.
TO HAVE AND TO HOLD the above granted premises unto the said part of the second part, its heirs and assigns forever.
And the said John Cogan does covenant with the said part of the second part as follows:
FIRST. That the part of the first part seized of the said premises in fee simple, and has good right to convey the same.
SECOND. That the part of the second part shall quietly enjoy the said premises.
THIRD. That the said premises are free from incumbrances.
FOURTH. That the part of the first part will execute or procure any further necessary assurance of the title to said premises.
FIFTH. That the said John Cogan will forever warrant the Title to said premises.

In Witness Whereof, the said part of the first part has hereunto set hand and seal the day and year first above written.
John Cogan [L. S.]
Mary M. Cogan [L. S.]

STATE OF NEW YORK.
COUNTY OF Steuben } ss.
City of Corning }
On the 24th day of June in the year eighteen hundred and ninety one, before me personally came John Cogan and Mary M. Cogan his wife
to me known and known to me to be the individual described in, and who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same.

J. A. Williams
Notary Public.

41. WARRANTY DEED

Corning Glass Works

to

William R. Lanphear, an individual,
d/b/a W.R. Lanphear Construction
Company

Instrument Date: 06-12-1947
Acknowledged Date: 06-12-1947
Record Date: 6-17-1947 *Time:* 9:45AM
Instrument Location: Liber 527 of Deeds; Page 380

For above instrument, see attached copy

DRAFT

527 10-380

This Indenture, Made the 12th day of June, 1947

~~nineteen hundred and~~ Between Corning Glass Works, a corporation organized and existing under the laws of the State of New York with its principal office at the Foot of Walnut Street in the City of Corning, Steuben County, State of New York, part y of the first part, and William R. Lanphear, and individual, doing business under the firm name and style of W. R. Lanphear Construction Company of 2 East Market Street in said City of Corning, part y of the second part, WITNESSETH, That the said part y of the first part, for and in consideration of the sum of ~~Dollars (\$ 100.00)~~ lawful money of the United States and other good and valuable consideration the receipt whereof is hereby acknowledged, do es hereby grant and release unto the said part y of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben County of ~~Steuben~~ and State of New York, bounded and described as all of Plot 1 as shown on the annexed map entitled "Crystal Gardens Lanphear Rental Project" made May 16, 1947 by Richard C. Ward, licensed surveyor, being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in Steuben County Clerk's Office in Liber 229 of Deeds at page 80.

ALSO, all of the right, title and interest of the party of the first part, if any, in and to such part of Corning Boulevard as is adjacent to said Plot 1.

This conveyance is made subject to the following restrictive covenants to run with the land hereby conveyed:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.
2. All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning or any political subdivision or department of any of them.
3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.
4. No horses, cattle, live stock or poultry shall be kept on any part of the premises.
5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979 but shall not apply to Corning Boulevard as long as it is used for street purposes.

TOGETHER with the appurtenances; and all the estate and rights of the said part y of the first part, in and to the said premises. TO HAVE AND TO HOLD the above granted premises herein granted unto the said part y of the second part, his heirs and assigns, forever. And the said party of the first part

do covenant with the said part of the second part as follows:
FIRST, That the part y of the second part shall quietly enjoy the said premises
SECOND, That the said party of the first part will forever Warrant the Title to said premises. and
THIRD, That the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of any improvement that has been commenced upon the premises or has not been completed at least four months before the making and recording of this deed and that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the said part of the first part has caused this instrument to be executed by its officer thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

Attest: Frederick H. Knight (L.S.) CORNING GLASS WORKS, By William H. Curtiss Vice President.
STATE OF NEW YORK, \$1.10 Cancelled 6/16/47
COUNTY OF STEUBEN, ss.

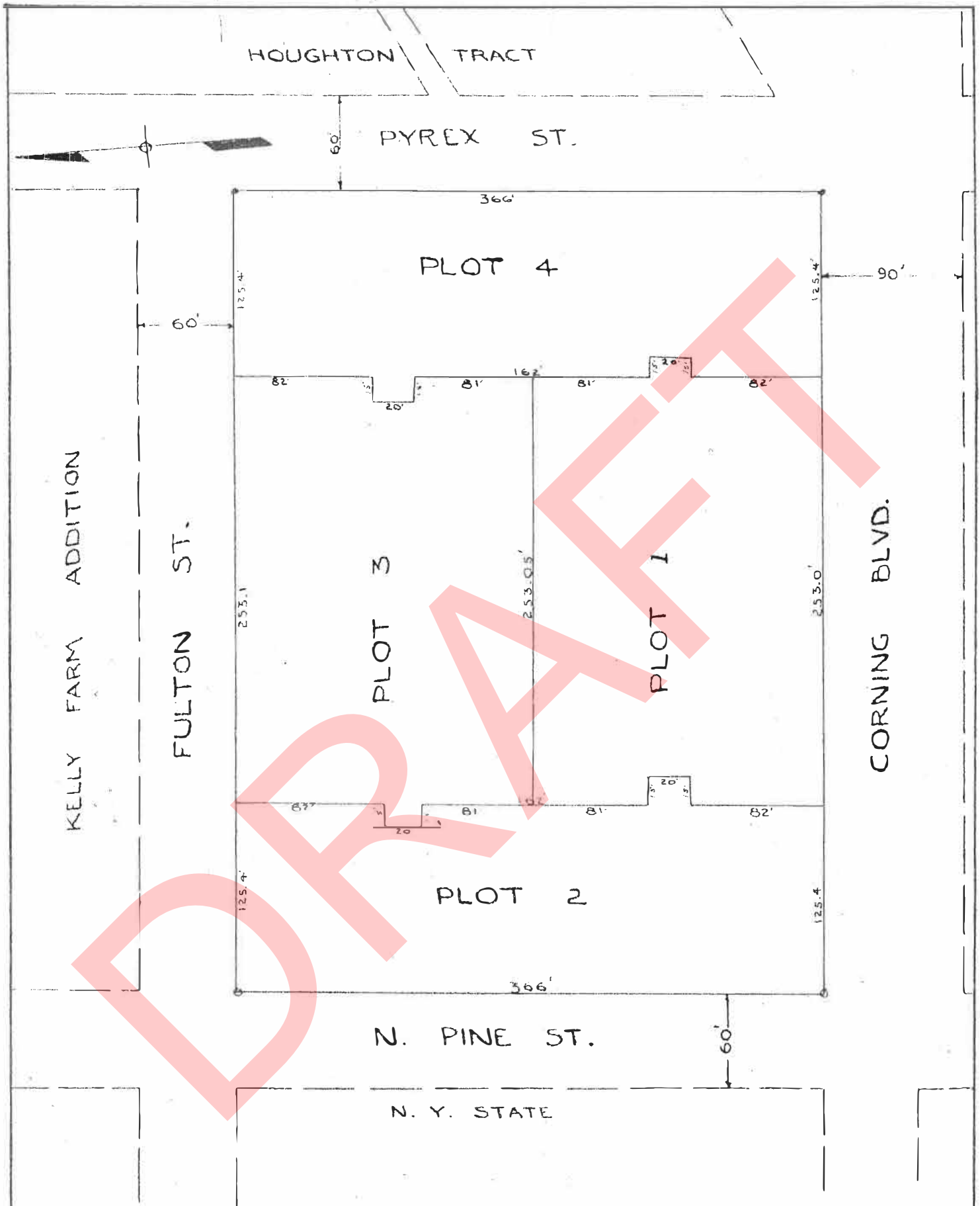
On this 12th day of June, 1947 in the year nineteen hundred and before me, the subscriber, personally appeared W. H. Curtiss to me known, who being by me duly sworn, did depose and say that he resides at No. 148 East Fifth Street in the City of Corning, New York; that he is a Vice President of Corning to me personally known and known to me to be the same person described in and who executed the within foregoing instrument and he each duly severally acknowledged to me that he executed the same.
Glas - Works, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(L.S.) Alice F. Adams
Notary Public
ALICE F. ADAMS
Notary Public No. 4
Steuben Co. N. Y.
Commission Expires March 30, 1948

Rec. June 17 1947 @ 9:45 a.m.

U. S. Rev. Stamps \$ 1.10 Affixed and Cancelled.

527-380



I certify to The Marine Trust Company,
Abstract Title and Mortgage
Corporation and F.F.H. that this
survey is a true and accurate copy of the
original recorded in the Steuben County
Clerk's Office, Book 527 of Deeds at
Page 380.

CRYSTAL GARDENS
LANPHEAR RENTAL PROJECT
SUBDIVISION OF LOT NO. 6
KNOX FARM ADDITION TO
CITY OF CORNING, STEUBEN CO., N. Y.

THIS SURVEY AND MAP
UNDER MY DIRECT SUPERVISION.
SURVEY COMPLETED 5 APR. 1946,
MAP MADE 16 MAY 1947.

Richard C. Ward

N. Y. STATE DE. & L. S. LICENSE NO. 18561

RICHARD C. WARD
CONSULTING ENGINEER
CORNING, N. Y.

JOB NO. 9547
16 MAY 1947

DR. BY E.M.S.
CK. BY *REW*

42. AGREEMENT

Corning Glass Works

and

William R. Lanphear, an individual
d/b/a W.R. Lanphear Construction
Company

Instrument Date: 06-19-1947
Acknowledged Date: 06-19-1947
Record Date: 6-20-1947
Instrument Location: Liber 540 of Deeds; Page 57

For above instrument, see attached copy

DRAFT

5401157

57

THIS AGREEMENT, made this 19th day of June, 1947, between Corning Glass Works, a corporation organized and existing under the laws of the State of New York with its principal office at the foot of Walnut Street in the City of Corning, Steuben County, State of New York, party of the first part, and William R. Lanphear, an individual doing business under the firm name and style of W.R. Lanphear Construction Company of 2 West Market Street in said City of Corning, party of the second part.

WHEREAS the party of the second part is the owner of certain premises situate on Corning Boulevard in the City of Corning, New York designated as Plot 1 in a certain map attached to and forming a part of a certain deed given by the party of the first part to the party of the second part by Deed dated June 12th, 1947 and recorded in the Steuben County Clerk's Office on June 17th, 1947, in Book 527 of Deeds at Page 380, and

WHEREAS the party of the first part is the owner of Plots 2, 3 and 4 as shown on aforesaid map, and

WHEREAS the parties hereto desire to create an Easement or Right of Way for the common benefit of said Plots in the manner and subject to the terms and conditions hereinafter specified.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other in hand paid, receipt of which is hereby acknowledged and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

(1) The parties hereto do hereby create for their mutual benefit and common use, a Right of Way of ingress and egress by persons and vehicles over a strip of land 18 feet in width extending from the westerly line of Pyrex Street to the easterly line of North Pine Street, the center line of which Right of Way shall be a line running parallel with the north line of Corning Boulevard and distant 183 feet north therefrom as measured along the west line of Pyrex Street and also measured along the east line of North Pine Street from said north line of Corning Boulevard.

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(2) The party of the first part hereby grants and releases to the party of the second part an Easement in accordance with the conditions specified in paragraph Number One hereof over so much of said 18 foot strip of land as is owned by the party of the first part.

(3) Party of the second part hereby grants and releases to the party of the first part an Easement in accordance with the conditions specified in Paragraph Number One hereof over so much of said 18 foot strip of land as is owned by the party of the second part.

(4) Each of the parties hereto may connect other rights of Way or Easement to the Easement hereby created to the extent that the needs of further building developments of said Plots 1, 2, 3, and 4 may require. The party of the second part shall construct at his expense and shall maintain any road or driveway on the land covered by said 18 foot Easement as long as Plots 2, 3 and 4 remain undeveloped.

(5) In the event of the construction of any buildings on said Plots 2, 3 and 4 the parties hereto shall agree to the division of expense of the maintenance of said road or driveway.

(6) The right created hereby shall be for the sole use and benefit of the owners, tenants, invitees and licensees of the parties hereto, and shall inure to the benefit of the successors and assigns of the party of the first part and to the heirs, executors and assigns of the party of the second part.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by its officer thereunto duly authorized and its corporate seal to be hereunto affixed and the party of the second part has hereunto set his hand and seal the

day and year first above written.

59

CORNING GLASS WORKS

By William H. Curtis

Vice President

Party of the First Part

ATTEST:

Frederick W. Knight
Assistant Secretary

William R. Lanphear C. S.

Party of the Second Part doing
business under the Firm Name and
Style of W.R. Lanphear
Construction Company.

STATE OF NEW YORK:
CITY OF CORNING : ss:
COUNTY OF STEUBEN:

On this 19th day of June, 1947, before me, personally
came William H. Curtis, to me known, who being by
me duly sworn, did depose and say that he resides at 148
E. Fifth St. in the City of Corning, New York; that he is a
Vice President of Corning Glass Works, the corporation
described in and which executed the foregoing instrument; that it
was so affixed by order of the Board of Directors of said
corporation and that he signed his name thereto by like order.

Alice F. Adams

Notary Public

ALICE F. ADAMS

Notary Public No. 4

Steuben Co. N. Y.

Commission Expires March 30, 1948

STATE OF NEW YORK:
CITY OF CORNING : ss:
COUNTY OF STEUBEN:

On this 19th day of June, 1947, before me, the
subscriber, personally appeared William R. Lanphear to me
known and known to me to be the same person described in
and who executed the foregoing instrument and he duly acknowledged
to me that he executed the same.

STEUBEN COUNTY, SS

RECORDED ON THE 30 DAY OF

June 19 47 AT 4:40

O'CLOCK P.M. IN BOOK 548 OF

deeds AT

PAGE 57 AND EXAMINED

R. B. A. [Signature]
CLERK

John D. Young
Notary Public

Notary Public #168

My Commission Expires

March 30, 1948

AUG 20 1947

43. AGREEMENT

William R. Lanphear, an individual d/b/a
W.R. Lanphear Construction Company

and

The Marine Trust Company of Buffalo

Instrument Date: 08-25-1947
Acknowledged Date: 08-28-1947
Record Date: 8-29-1947 *Time:* 9:51AM
Instrument Location: Liber 545 of Deeds; Page 416

For above instrument, see attached copy

DRAFT

15
416545D
416

AN AGREEMENT

This Agreement, made this 26th day of August, 1947, between William R. Lanphear, an individual doing business under the firm name and style of W.R. Lanphear Construction Company of 2 West Market Street in the City of Corning, party of the first part and THE MARINE TRUST COMPANY OF BUFFALO, a corporation existing under the laws of the State of New York and having its principal place of business at 235 Main Street, Buffalo, New York, party of the second part.

WHEREAS the party of the first part is the owner of certain premises situate in Corning Boulevard called Plot 1, and is also owner of certain premises situate on North Pine Street called Plot 2, and is also owner of certain premises situate on Fulton Street called Plot 3, and is also owner of certain premises situate on Pyrex Street called Plot 4, all of which parcels are designated on a map called Crystal Gardens Lanphear Rental Project, a subdivision of Lot. No. 6 Knox Farm Addition to the City of Corning, New York, a copy of which map is attached to and made a part of a deed made by Corning Glass Works to W. R. Lanphear dated June 12, 1947 and recorded in Steuben County Clerk's Office on June 17, 1947, in Book 527 of Deeds at Page 380, and

WHEREAS the party of the second part is mortgagee and holder of four separate mortgages covering the above designated Plots 1, 2, 3, and 4 respectively, which said mortgages were recorded in Steuben County Clerk's Office covering Plot 1 on June 20, 1947, covering Plot 2 on August 5, 1947, and covering Plot 3 on August 29, 1947, and covering Plot 4 on August 29, 1947, and

WHEREAS the parties hereto desire to create Easements or Rights of Way as to certain party walls now existing on the premises for the common benefit of said Plots in the manner and subject to the terms and conditions hereinafter specified.

JOHN D. YOUNG
ATTORNEY AT LAW
FIRST NAT. BK. BLDG.
CORNING, NEW YORK

417

Now therefore, in consideration of the sum of One Dollar (\$1.00), each to the other in hand paid, receipt of which is hereby acknowledged and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

(1) The parties do hereby create for the common benefit of Plots 1 and 2 ^{an easement} so that the common wall of the buildings which now stands on the dividing lines between said Plots 1 and 2 may be used and maintained as a party wall for said buildings so long as the said buildings may stand.

(2) The parties do hereby create for the common benefit of Plots 2 and 3 ^{an easement} so that the common wall of the buildings which now stands on the dividing lines between said Plots 2 and 3 may be used and maintained as a party wall for said buildings so long as the buildings may stand.

(3) The parties do hereby create for the common benefit of Plots 1 and 4 ^{an easement} so that the common wall of the buildings which now stands on the dividing line between said Plots 1 and 4 may be used and maintained as a party wall for said buildings so long as the said buildings may stand.

(4) The parties do hereby create for the common benefit of Plots 3 and 4 ^{an easement} so that the common wall of the buildings which now stands on the dividing line between said Plots 3 and 4 may be used and maintained as a party wall for said buildings so long as the said buildings may stand.

(5) The party of the first part hereby grants and releases to the second party as mortgagee on four separate Plots the easements over each of the respective plots as may be required to maintain and use the party walls existing on the dividing lines of the Plots as above defined.

(6) The party of the second part as mortgagee grants and releases from the lien of the respective mortgages now held by the party of the second part the easements over each of the respective

JOHN D. YOUNG
ATTORNEY AT LAW
FIRST NAT. BK. BLDG.
CORNING, NEW YORK

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plots as may be required to maintain and use the party walls existing on the dividing lines of the Plots as above defined.

(7) The easements and party walls hereby created shall be for the benefit of the owners and mortgagees of the respective plots and shall inure to the benefit of the successors, grantees, heirs, executors and assignees of the party of the first part and to the successors, grantees or assignees of the party of the second part.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal and the party of the second part has caused this instrument to be executed by its officer therunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

William R. Lanphear (L.S.)
THE MARINE TRUST COMPANY OF BUFFALO

By *R. E. Kuhn* (L.S.)
Asst. Treas.

STATE OF NEW YORK:
COUNTY OF STEUBEN: SS.:
CITY OF CORNING:

On this 28th day of August, 1947, before me, the subscriber, personally appeared William R. Lanphear to me known and known to me to be the same person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Charles J. Hallbach
(Notary Public)

CHARLES J. HALLBACH
Notary Public No. 254
Steuben County, New York
My Comm. Expires March 28, 1950

JOHN D. YOUNG
ATTORNEY AT LAW
FIRST NAT. BK. BLDG.
CORNING, NEW YORK

419

STATE OF NEW YORK:
CITY OF CORNING: SS.:
COUNTY OF STEUBEN:

On this 28th day of August, 1947, before me, *the subscriber*, personally came R. E. Kuhn, to mer personally known and who, being by me duly sworn, did depose and say that he resides at No. 64 Radcliffe Road, Buffalo, New York; that he is an Asst. Vice-President of THE MARINE TRUST COMPANY OF BUFFALO, the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and, that he signed his name thereto by like order.

Chester R. Hallock
(Notary Public)

CHESTER R. HALLOCK
Notary Public No. 287
Steuben County, New York
My commission expires March 30, 1949

STEUBEN COUNTY, SS

RECORDED ON THE 27 DAY OF

August 19 47 AT 7:51

O'CLOCK A. M. IN BOOK 545 OF

Deeds AT

PAGE 46 AND EXAMINED

R. B. Oldfield

CLERK

mail
JOHN D. YOUNG
ATTORNEY AT LAW
FIRST NAT. BK. BLDG.
CORNING, NEW YORK

44. DEED

Corning Glass Works

to

William R. Lanphear, an individual d/b/a
W.R. Lanphear Construction Company

Instrument Date: 08-25-1947
Acknowledged Date: 08-25-1947
Record Date: 8-26-1947 *Time:* 10:45AM
Instrument Location: Liber 545 of Deeds; Page 231

For above instrument, see attached copy

DRAFT

THIS INDENTURE made the 25th of August, 1947 between Corning Glass Works, a corporation organized and existing under the laws of the State of New York with its principal office at the Foot of Walnut Street in the City of Corning, Steuben County, State of New York, party of the first part, and William R. Lanphear, an individual, doing business under the firm name and style of W. R. Lanphear Construction Company of 2 East Market Street in said City of Corning, party of the second part,

WITNESSETH that the party of the first part in consideration of the sum of \$100.00, lawful money of the United States and other good and valuable consideration paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben County, State of New York, bounded and described as all of Plot 3 and all of Plot 4 as shown on a map entitled "Crystal Gardens Lanphear Rental Project" attached to and forming part of a certain deed given by the party of the first part to the party of the second part which deed is dated June 12, 1947 and recorded in Steuben County Clerk's Office on June 17, 1947, in Book 527 of Deeds at Page 380, said Plots 3 and 4 being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in said Clerk's Office in Liber 229 of Deeds at Page 80.

Also all of the right, title and interest of the party of the first part, if any, in and to such parts of Fulton Street, Pyrex Street and Corning Boulevard as are adjacent to the property conveyed herein.

Also all the right, title and interest of the party of the first part in and to a certain easement agreement between the parties of this deed dated June 19, 1947 and recorded in said Clerk's Office on June 20, 1947.

545231

232

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This conveyance is made subject to the following restrictive covenants to run with the land hereby conveyed:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.

2. All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning or any political subdivision or department of any of them.

3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.

4. No horses, cattle, live stock or poultry shall be kept on any part of the premises.

5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979 but shall not apply to any streets as long as they are used for street purposes.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs and assigns forever.

AND the said party of the first part covenants as follows:

First. That the party of the second part shall quietly enjoy the said premises.

Second. That said party of the first part will forever warrant the title to said premises, and

Third. That the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be

applied first for the purpose of paying the cost of any improvement that has been commenced upon the premises or has not been completed at least four months before the making and recording of this deed and that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Corning Glass Works has caused this instrument to be executed by its officer thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

CORNING GLASS WORKS,

Attest:

By

William C. Decker
Vice President.

Charles J. Doe
~~Assistant Secretary~~

Treasurer

State of New York,)

: ss.

County of Steuben.)

On this 25th day of August, 1947 before me personally came ~~William H. Cartier~~ to me known, who being by me duly sworn, did depose and say that he resides at No 548 East Fifth Street in the City of Corning, New York; that he is a Vice President of Corning Glass Works, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

2.75 Canceled
8/26/47

Alice F. Adams
Notary Public.

ALICE F. ADAMS
Notary Public No. 4
Steuben Co. N. Y.
Commission Expires March 30, 1948



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Return to John D. Young
150 DEED.

Corning Glass Works, 164

-to-

William R. Leaphear, an
individual doing business
under the firm name and
style of W. R. Leaphear
Construction Company. 449
325

Dated, August , 1947.

STEUBEN COUNTY, SS
RECORDED ON THE 26 DAY OF
August 1947 AT 10:45
O'CLOCK A. M., IN BOOK 545 OF
Deeds AT
PAGE 231 AND EXAMINED
R. B. Oldfield
CLERK

L. H. PHLO CORPORATION, NEW YORK

45. WARRANTY DEED

William R. Lanphear, an individual d/b/a
W.R. Lanphear Construction Company

to

Steuben Garden Apartments, Inc.

Instrument Date: 09-12-1949
Acknowledged Date: 09-12-1949
Record Date: 5-12-1950 *Time:* 10:24AM
Instrument Location: Liber 595 of Deeds; Page 165

For above instrument, see attached copy

DRAFT

LIBER 595 PAGE 165

WARRANTY DEED

THIS INDENTURE made the 24 day of September, Nineteen Hundred and Forty-Nine Between WILLIAM R. LANPHEAR, an individual doing business as W.R. Lanphear Construction Company, residing at 39 Corning Boulevard in the City of Corning, County of Steuben, State of New York, party of the first part, and STEUBEN GARDEN APARTMENTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 165 West 46th Street, City of New York, County of New York, State of New York, party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, State of New York, described as all of Plot 3 and all of Plot 4 as shown on the annexed map entitled, "Crystal Gardens, Lanphear Rental Project", and being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in the Steuben County Clerk's Office in Liber 229 of Deeds at page 80 and being the same premises conveyed to William R. Lanphear by Corning Glass Works by deed dated August 25, 1947 and recorded in said Clerk's Office in Liber 545 of Deeds at page 231.

Also all the right, title and interest of the party of the first part, if any, in and to such parts of Fulton Street, Pyrex Street and Corning Boulevard as are adjacent to the property conveyed herein.

Together with all the rights and interest of the party of the first part in and to, through and under a certain right of way or easement agreement entered into by the Corning Glass Works and William R. Lanphear on June 19, 1947 and recorded in said Clerk's Office in Liber 540 of Deeds at page 57, as affecting or pertaining to the premises herein conveyed, and this conveyance is made and accepted subject to all the terms, conditions,

*Mail Mauderville, Buck, Suter & Hapendings
521-529 Robinson Bldg., Elmira, N.Y.*

595 166

easements and rights of way as affect Plots 1, 3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project", all of which Plots are owned by the party of the first part, as provided in said agreement between Corning Glass Works and William R. Lanphear dated June 19, 1947, and in addition to and supplementing said agreement and as contemplated in said agreement, the parties hereto do hereby create for the benefit of Plot #1, a right of way for ingress and egress from the garage now located at the rear of Plot #1 over the rear part of Plot #4 to connect with the right of way defined in the above mentioned agreement; for the benefit of Plot #4, a right of way for ingress and egress from the garage now located at the rear of Plot #4 over the rear part of Plot #3 to connect with the right of way defined in the above mentioned agreement; for the benefit of Plot #3, a right of way for ingress and egress from the garage now located at the rear of Plot #3 over the rear part of Plot #2 to connect with the right of way defined in the above mentioned agreement; and each of the respective parties hereto hereby grants and releases to the other the right of way or easement over each of the respective plots as may be required to afford the right of ingress and egress from the respective garages to the right of way defined in the aforesaid agreement, and the easements or rights of way hereby created shall be for the benefit of the owners of the respective plots and shall enure to the benefit of the grantees, heirs, representatives, successors and assigns of the parties hereto.

This conveyance is made subject to the following restrictions:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.
2. All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning or any political subdivision or department of any of them.
3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.
4. No horses, cattle, livestock or poultry shall be kept on any part of the premises.

5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979, but shall not apply to any streets as long as they are used for street purposes.

This conveyance is made and accepted subject to all the terms, conditions, easements and rights of way as to certain common party walls of the buildings which now stand on the dividing lines between Plots 1,2,3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project", all of which Plots are owned by the party of the first part, as provided in an agreement between William R. Lanphear and The Marine Trust Company of Buffalo dated August 28, 1947 and recorded in said County Clerk's Office in Liber 545 of Deeds at page 416, and the parties hereto do hereby create for the common benefit of said Plots 1 and 4, Plots 4 and 3 and Plots 3 and 2 an easement so that the common wall of the buildings which now stand on the dividing line between said respective Plots 1 and 4, Plots 4 and 3 and Plots 3 and 2 may be used and maintained as a party line for said respective buildings so long as said buildings may stand and each of the respective parties hereto hereby grants and releases to the other the easements over each of the respective plots as may be required to maintain the existing party walls on the dividing lines of the plots above defined and the easements and party walls hereby created shall be for the benefit of the owners of the respective plots and shall enure to the benefit of the grantees, heirs, representatives, successors and assigns of the parties hereto.

This conveyance is made subject to the following mortgages on the premises conveyed, which mortgages the party of the second part assumes and agrees to pay, i.e.:

1. Two mortgages covering Plot #3 as shown on the annexed map entitled "Crystal Gardens, Lanphear Rental Project" given by William R. Lanphear to The Marine Trust Company of Buffalo, one mortgage dated August 28, 1947, recorded in said Clerk's Office August 29, 1947 in Liber 273 of Mortgages at page 47, and the other mortgage dated February 13, 1948, recorded in said Clerk's Office February 16, 1948, in Liber 277 of Mortgages at page 443, which two above mentioned mortgages on Plot #3 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and The Marine Trust Co. of Buffalo dated February 13, 1948 and recorded in said Clerk's Office February 16, 1948 in Liber 277 of Mortgages at page 448,

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LIBER 596 PAGE 168

and which said two mortgages were assigned by The Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 11, 1948 recorded in said Clerk's Office May 4, 1948 in Liber 33 of Assignments of Mortgages at page 214, on which mortgages as so consolidated there is unpaid the sum of \$146,728.09 with interest at the rate of 4% per annum from September 1, 1949.

2. Two mortgages covering Plot #4 as shown on the annexed map entitled "Crystal Gardens, Lanphear Rental Project" given by William R. Lanphear to The Marine Trust Company of Buffalo, one mortgage dated August 28, 1947, recorded in said Clerk's Office August 29, 1947 in Liber 273 of Mortgages at page 41, and the other mortgage dated February 13, 1948, recorded in said Clerk's Office February 16, 1948, in Liber 277 of Mortgages at page 428, which two above mentioned mortgages on Plot #4 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and The Marine Trust Co. of Buffalo dated February 13, 1948 and recorded in said Clerk's Office February 16, 1948 in Liber 277 of Mortgages at page 455, and which said two mortgages were assigned by The Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 12, 1948, recorded in said Clerk's Office May 4, 1948 in Liber 33 of Assignments of Mortgages at page 211, on which mortgages as so consolidated there is unpaid the sum of \$146,728.09 with interest at the rate of 4% per annum from September 1, 1949.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said party of the first part covenants as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises;

SECOND: That said William R. Lanphear will forever WARRANT the title to said premises;

THIRD: That the grantor will receive the consideration

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LIBER 595 PAGE 169

for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

William R. Lanphear L.S.

STEBEN GARDEN APARTMENTS, INC.

By *Henry J. Gouvis*
President

STATE OF NEW YORK }
COUNTY OF CHEMUNG } SS.

On this 12th day of September, Nineteen Hundred and Forty-Nine before me, the subscriber, personally appeared WILLIAM R. LANPHEAR to me personally known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same.

Edwin W. Messing
Notary Public

EDWIN W. MESSING, Notary Public
N. Y. STATE #08-2674100 APP. IN
CHEMUNG CO. Term expires March 30, 1951
Certificates in Schuyler, Tioga,
Tompkins and Steuben Counties

-6-

LIBER 595 170

STATE OF NEW YORK }
COUNTY OF CHEMUNG } ss.

On this 12th day of September, Nineteen Hundred and Forty-Nine before me personally came KENNETH H. ZABRISKIE to me personally known, who, being by me duly sworn, did depose and say that he resides at 151 Miller Road, Mahwah, New Jersey, that he is the President of STEUBEN GARDEN APARTMENTS, INC., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Edwin W. Messing
Notary Public

EDWIN W. MESSING, Notary Public
N. Y. STATE #08-2674100 APP. IN
CHEMUNG CO. Term expires March 30, 1951
Certificates in Schuyler, Tioga,
Tompkins and Steuben Counties

RECORDED

MAY 12 10 24 AM 1950

STEUBEN COUNTY
CLERK'S OFFICE

LIBER 595 PAGE 171

HOUGHTON TRACT

PYREX ST.

PLOT 4

PLOT 3

PLOT 1

PLOT 2

N. PINE ST.

N. Y. STATE

FULTON ST.

CORNING BLVD.

KELLY FARM ADDITION

STEUBEN COUNTY
CLERK'S OFFICE

MAY 12 10 21 AM 1950

I CERTIFY TO THE MARINE TRUST CO.,
ABSTRACT TITLE AND MORTGAGE CORP.,
AND F.H.A. THAT THIS SURVEY IS A TRUE
AND ACCURATE COPY OF THE ORIGINAL
RECORDED IN STEUBEN COUNTY CLERK'S
OFFICE, BOOK 527 OF DEEDS, AT PAGE 380.

Richard C. Ward

CRYSTAL GARDENS
LANPHEAR RENTAL PROJECT

SUBDIVISION OF LOT NO. 6
KNOX FARM ADDITION TO
CITY OF CORNING, STEUBEN CO., N. Y.

SCALE - 1" = 80'

THIS SURVEY AND MAP MADE
UNDER MY DIRECT SUPERVISION
SURVEY COMPLETED 5 APR 1946,
MAP MADE 16 MAY 1947

Richard C. Ward

N. Y. STATE DE. & L. S. LICENSES NO. 18561.

RICHARD C. WARD
CONSULTING ENGINEER
CORNING, N. Y.

JOB NO. 85-47
16 MAY 1947

DR. BY E.M.S.
CK BY *R.W.*

1433

A true copy of the original recorded on date stamped hereon.

R. S. Oldfield

MAY 18 1950

46. WARRANTY DEED

William R. Lanphear, an individual d/b/a
W.R. Lanphear Construction Company

to

N. Crystal Gardens, Inc.

Instrument Date: 04-02-1951
Acknowledged Date: 04-02-1951
Record Date: 4-3-1951 *Time:* 4:16PM
Instrument Location: Liber 613 of Deeds; Page 428

For above instrument, see attached copy

DRAFT

WARRANTY DEED

* * * * *

THIS INDENTURE made the 2nd day of April, Nineteen Hundred and Fifty-one between WILLIAM R. LANPHEAR, an individual doing business as W. R. Lanphear Construction Company, residing at 39 Corning Boulevard in the City of Corning, County of Steuben, State of New York, party of the first part, and N. CRYSTAL GARDENS, INC., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 16 State Street, City of Rochester, County of Monroe, State of New York, party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben County, State of New York, bounded and described as all of Plot 2 as shown on a map entitled "Crystal Gardens Lanphear Rental Project" made May 16, 1947 by Richard C. Ward, licensed surveyor, the original of said map being on file in Steuben County Clerk's Office in Book 527 of Deeds at Page 380, being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in Steuben County Clerk's Office in Liber 229 of Deeds at page 80.

Also, all of the right, title and interest of the party of the first part, if any, in and to such parts of Corning Boulevard, North Pine Street and Fulton Street as is adjacent to said Plot 2.

Together with all the rights and interest of the party of the first part in and to, through and under a certain right of way or easement agreement entered into by the Corning Glass Works and William R. Lanphear on June 19, 1947 and recorded in said Clerk's Office in Liber 540 of Deeds at page 57, as affecting or pertaining to the premises herein conveyed, and this conveyance is made and accepted subject to all the terms, conditions,

47. WARRANTY DEED

William R. Lanphear, an individual d/b/a
W.R. Lanphear Construction Company

to

N. Crystal Gardens, Inc.

Instrument Date: 04-02-1951
Acknowledged Date: 04-02-1951
Record Date: 4-3-1951
Instrument Location: Liber 613 of Deeds; Page 433

For above instrument, see attached copy

DRAFT

LIBER 613 PAGE 429
easements and rights of way as effect Plot 2, as provided in said agreement between Corning Glass Works and William R. Lanphear dated June 19, 1947; and also subject to all easements and rights of way created and granted in a Deed to Steuben Garden Apartments, Inc. dated September 12th, 1949 and recorded in Steuben County Clerk's Office in Liber 595 of Deeds at Page 165 and hereby conveying all easements and rights of way reserved in said Deed for the benefit of said Plot 2 hereby conveyed.

This conveyance is made subject to the following restrictions:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.
- 2/ All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning, or any political subdivision or department of any of them.
3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.
4. No horses, cattle, livestock or poultry shall be kept on any part of the premises.
5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979, but shall not apply to any streets as long as they are used for street purposes.

LIBER 613 PAGE 430

This conveyance is made and accepted subject to all the terms, conditions, easements and rights of way as to certain common party walls of the buildings which now stand on the dividing lines between Plots 1, 2, 3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project," all of which Plots were owned by the party of the first part, as provided in an agreement between William R. Lanphear and The Marine Trust Company of Buffalo dated August 28, 1947, and recorded in said County Clerk's Office in Liber 545 of Deeds at Page 416. It is the intention of the party of the first part by this instrument to convey all rights and easements created therein for Plot 2 and to convey such rights and easements as were subsequently reserved for Plot 2 in a Deed to Steuben Garden Apartments, Inc. hereinabove referred to.

This conveyance is made subject to the following mortgages on the premises conveyed, which mortgages the party of the second part assumes and agrees to pay, i.e.:

1. Two mortgages covering Plot # 2 as shown on the map entitled "Crystal Gardens, Lanphear Rental Project" on file in Steuben County Clerk's Office in Book 527 of Deeds at Page 380, given by William R. Lanphear to The Marine Trust Company of Buffalo, one mortgage dated August 4, 1947 recorded in Steuben County Clerk's Office on August 6, 1947, in Liber 272 of Mortgages at page 24, and the other Mortgage dated February 13, 1948, recorded in Steuben County Clerk's Office February 16, 1948, in Liber 277 of Mortgages, page 438, which two above mentioned Mortgages on Plot # 2 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and The Marine Trust Co. of Buffalo dated February 13, 1948 and recorded in Steuben County Clerk's Office at February 16, 1948 in Liber 277 of Mortgages at page 469, and which said two mortgages were assigned by The Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 11, 1948 and recorded in said Clerk's Office May 4, 1948 in Liber 33 of Assignments of Mortgages at page 205, on which mortgages as so consolidated there is unpaid the sum of \$143,104.68, with interest at the rate of 4% per annum from April 1st, 1951.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

LMS 613 PAGE 431

AND said party of the first part covenants as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises;

SECOND: That said William R. Lanphear will forever WARRANT the title to said premises;

THIRD: That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purposes.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.



William R. Lanphear L.S.
N. CRYSTAL GARDENS, INC.

BY *M. Zach Hanna*
President

STATE OF NEW YORK)
) SS
COUNTY OF STEUBEN)

On this 2nd day of April, Nineteen Hundred and Fifty-one before me, the subscriber, personally appeared WILLIAM R. LANPHEAR to me personally known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same.

John D. Young
Notary Public
JOHN D. YOUNG
Notary Public; No. 51-9776800
Steuben County, New York
My commission expires March 30, 1952

613 PAGE 432

STATE OF NEW YORK)
) ss
 COUNTY OF STEUBEN)

On this 2nd day of April, Nineteen Hundred and Fifty-one before me personally came M. JACK HERMAN, to me personally known, who, being by me duly sworn, did depose and say that he resides at 288 Council Rock Avenue, Rochester, New York, that he is the President of N.CRYSTAL GARDENS, INC., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

John D. Young
 Notary Public

JOHN D. YOUNG
 Notary Public, No. 51-9775800
 Steuben County, New York
 My commission expires March 30, 1952



STEUBEN COUNTY
 CLERK'S OFFICE

APR 3 4 16 PM 1951

-5-

A true copy of the original recorded on date, stamped hereon.

R. W. Oldfield
 Steuben County Clerk.

LIBER 613 PAGE 433

WARRANTY DEED

* * * * *

THIS INDENTURE made the 2nd day of April, Nineteen Hundred and Fifty-one between WILLIAM R. LANPHEAR, an individual doing business as W. R. Lanphear Construction Company, residing at 39 Corning Boulevard in the City of Corning, County of Steuben and State of New York, party of the first part, and N. CRYSTAL GARDENS, INC., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 16 State Street, City of Rochester, County of Monroe, State of New York, party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben County, State of New York bounded and described as all of Plot 1 as shown on a map entitled "Crystal Gardens Lanphear Rental Project" made May 16, 1947 by Richard C. Ward, licensed surveyor, the original of said map being on file in Steuben County Clerk's Office in Book 527 of Deeds at Page 380, being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in Steuben County Clerk's Office in Liber 229 of Deeds at page 80.

ALSO, all of the right, title and interest of the party of the first part, if any, in and to such part of Corning Boulevard as is adjacent to said Plot 1.

Together with all the rights and interest of the party of the first part in and to, through and under a certain right of way or easement agreement entered into by the Corning Glass Works and William R. Lanphear on June 19, 1947 and recorded in said Clerk's Office in Liber 540 of Deeds at page 57, as affecting or pertaining to the premises herein conveyed, and this conveyance is made and accepted subject to all the terms, conditions,

Wm. Jack Hemmen, Jr.
16 State St.
Rochester 14, N.Y.

LIBER 613 PAGE 434

easements and rights of way as affect Plot 1, as provided in said agreement between Corning Glass Works and William R. Lanphear dated June 19, 1947; and also subject to all easements and rights of way created and granted in a Deed to Steuben Garden Apartments, Inc., dated September 12th, 1949 and recorded in Steuben County Clerk's Office in Liber 525 of Deeds at Page 165 and hereby conveying all easements and rights of way reserved in said Deed for the benefit of said Plot 1 hereby conveyed.

This conveyance is made subject to the following restrictions:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.
2. All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning, or any political subdivision or department of any of them.
3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.
4. No horses, cattle, livestock or poultry shall be kept on any part of the premises.
5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979, but shall not apply to any streets as long as they are used for street purposes.

LBN A 613 PAGE 435

This conveyance is made and accepted subject to all the terms, conditions, easements and rights of way as to certain common party walls of the buildings which now stand on the dividing lines between Plots 1, 2, 3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project," all of which Plots were owned by the party of the first part, as provided in an agreement between William R. Lanphear and The Marine Trust Company of Buffalo dated August 28, 1947, and recorded in said County Clerk's Office in Liber 545 of Deeds at page 416. It is the intention of the party of the first part by this instrument to convey all rights and easements created therein for Plot 1 and to convey such rights and easements as were subsequently reserved for Plot 1 in a Deed to Steuben Garden Apartments, Inc. hereinabove referred to.

This conveyance is made subject to the following mortgages on the premises conveyed, which mortgages the party of the second part assumes and agrees to pay, i.e.:

1. Two mortgages covering Plot # 1 as shown on a map entitled "Crystal Gardens, Lanphear Rental Project" on file in Steuben County Clerk's Office in Book 527 of Deeds at Page 380, given by William R. Lanphear to The Marine Trust Company of Buffalo, one mortgage dated June 19, 1947, recorded in Steuben County Clerk's Office June 20, 1947 in Liber 270 of Mortgages at Page 183, and the other mortgage dated February 13, 1948 and recorded in Steuben County Clerk's Office on February 16, 1948 in Liber 277 of Mortgages, Page 433, which two above mentioned mortgages on Plot 1 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and The Marine Trust Co. of Buffalo, dated February 13, 1948 and recorded in Steuben County Clerk's Office February 16, 1948 in Liber 277 of Mortgages at page 462, and which said two mortgages were assigned by The Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 10, 1948, recorded in Steuben County Clerk's Office May 4, 1948, in Liber 33 of Assignments of Mortgages at page 208, on which mortgages as so consolidated there is unpaid the sum of \$142,479.40 with interest at the rate of 4% per annum from April 1st, 1951.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

USER 613 PAGE 436

AND said party of the first part covenants as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises;

SECOND: That said William R. Lanphear will forever WARRANT the title to said premises;

THIRD: That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.



William R. Lanphear L.S.

N. CRYSTAL GARDENS, INC.

By *M. Jack Herman*
President

STATE OF NEW YORK)
COUNTY OF STEUBEN) SS

On this 2nd day of April, Nineteen Hundred and Fifty-one before me, the subscriber, personally appeared WILLIAM R. LANPHEAR to me personally known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same.

John D. Young
Notary Public

JOHN D. YOUNG
Notary Public, No. 51-9775800
Steuben County, New York
My commission expires March 30, 1952

48. WARRANTY DEED

Steuben Garden Apartments, Inc.

to

N. Crystal Gardens, Inc.

Instrument Date: 04-01-1951
Acknowledged Date: 04-01-1951
Record Date: 6-9-1951 *Time:* 9:00AM
Instrument Location: Liber 617 of Deeds; Page 406

For above instrument, see attached copy

DRAFT

617 406

WARRANTY DEED

THIS INDENTURE made the 1st day of April, Nineteen Hundred and Fifty-One between STEUBEN GARDEN APARTMENTS, INC., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 165 West 46th Street, City of New York, County of New York, State of New York, party of the first part, and N. CRYSTAL GARDENS, INC., a corporation organized and existing under the laws of the State of New York, having its principal place of business at 16 State Street, City of Rochester, County of Monroe, State of New York, party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, State of New York, described as all of Plot 3 and all of Plot 4 as shown on the annexed map entitled, "Crystal Gardens, Lanphear Rental Project", and being part of the same premises conveyed to Corning Glass Works by John Cogan and wife by deed dated June 23, 1891 and recorded in the Steuben County Clerk's Office in Liber 229 of Deeds at page 80 and being the same premises conveyed to William R. Lanphear by Corning Glass Works by deed dated August 25, 1947 and recorded in said Clerk's Office in Liber 545 of Deeds at page 231.

Also all the right, title and interest of the party of the first part, if any, in and to such parts of Fulton Street, Pyrex Street and Corning Boulevard as are adjacent to the property conveyed herein.

Together with all the rights and interest of the party of the first part in and to, through and under a certain right of way or easement agreement entered into by the Corning Glass Works and William R. Lanphear on June 19, 1947 and recorded in said Clerk's Office in Liber 540 of Deeds at page 57, as affecting or pertaining to the premises herein conveyed, and this conveyance is made and accepted subject to all the terms, conditions,

mail - Mr. Jack Herman, atty.
16 State St.,
Rochester 14, N.Y.

easements and rights of way as affect Plots 1, 3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project," all of which plots are owned by the party of the first part, as provided in said agreement between Corning Glass Works and William R. Lanphear dated June 19, 1947, and in addition to and supplementing said agreement and as contemplated in said agreement, the parties hereto do hereby create for the benefit of Plot #1, a right of way for ingress and egress from the garage now located at the rear of Plot #1 over the rear part of Plot #4 to connect with the right of way defined in the above mentioned agreement; for the benefit of Plot #4, a right of way for ingress and egress from the garage now located at the rear of Plot #4 over the rear part of Plot #3 to connect with the right of way defined in the above mentioned agreement; for the benefit of Plot #3, a right of way for ingress and egress from the garage now located at the rear of Plot #3 over the rear part of Plot #2 to connect with the right of way defined in the above mentioned agreement; and each of the respective parties hereto hereby grants and releases to the other the right of way or easement over each of the respective plots as may be required to afford the right of ingress and egress from the respective garages to the right of way defined in the aforesaid agreement, and the easements or rights of way hereby created shall be for the benefit of the owners of the respective plots and shall enure to the benefit of the grantees, heirs, representatives, successors and assigns of the parties hereto.

This conveyance is made subject to the following restrictions:

1. The premises hereby conveyed shall be used for private residential purposes only and not for commercial or business purposes.
2. All structures and improvements shall conform to the statutes and ordinances applicable thereto of the United States of America, the State of New York and the City of Corning or any political subdivision or department of any of them.
3. No building erected on the premises hereby conveyed shall be used for a tourist house and no part of the premises shall be used for a tourist camp or a trailer camp.
4. No horses, cattle, livestock or poultry shall be kept on any part of the premises.

LIBER 617 PAGE 408

5. The restrictions set forth in paragraphs 1 to 4 herein shall remain in full force and effect until January 1, 1979, but shall not apply to any streets as long as they are used for street purposes.

This conveyance is made and accepted subject to all the terms, conditions, easements and rights of way as to certain common party walls of the buildings which now stand on the dividing lines between Plots 1, 2, 3 and 4 as designated on said map, "Crystal Gardens, Lanphear Rental Project", all of which Plots are owned by the party of the first part, as provided in an agreement between William R. Lanphear and the Marine Trust Company of Buffalo dated August 28, 1947 and recorded in said County Clerk's Office in Liber 545 of Deeds at page 416, and the parties hereto do hereby create for the common benefit of said Plots 1 and 4, Plots 4 and 3 and Plots 3 and 2 an easement so that the common wall of the buildings which now stand on the dividing line between said respective Plots 1 and 4, Plots 4 and 3 and Plots 3 and 2 may be used and maintained as a party line for said respective buildings so long as said buildings may stand and each of the respective parties hereto hereby grants and releases to the other the easements over each of the respective plots as may be required to maintain the existing party walls on the dividing lines of the plots above defined and the easements and party walls hereby created shall be for the benefit of the owners of the respective plots and shall enure to the benefit of the grantees, heirs, representatives, successors and assigns of the parties hereto.

This conveyance is made subject to the following mortgages on the premises conveyed, which mortgages the party of the second part assumes and agrees to pay, i.e.:

1. Two mortgages covering Plot #3 as shown on the annexed map entitled "Crystal Gardens, Lanphear Rental Project" given by William R. Lanphear to the Marine Trust Company of Buffalo, one mortgage dated August 28, 1947, recorded in said Clerk's Office August 29, 1947 in Liber 273 of Mortgages at page 47, and the other mortgage dated February 13, 1948 recorded in said Clerk's Office February 16, 1948, in Liber 277 of Mortgages at page 443, which two above mentioned mortgages on Plot #3 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and the Marine Trust Co. of Buffalo dated February 13, 1948 and recorded in said Clerk's Office February 16, 1948 in Liber 277 of Mortgages at page 448,

and which said two mortgages were assigned by the Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 11, 1948 recorded in said Clerk's Office May 4, 1948 in Liber 33 of Assignments of Mortgages at page 214, on which mortgages as so consolidated there is unpaid the sum of \$142,688.52 with interest at the rate of 4% per annum from May 1, 1951.

2. Two mortgages covering Plot #4 as shown on the annexed map entitled "Crystal Gardens, Lanphear Rental Project" given by William R. Lanphear to The Marine Trust Company of Buffalo, one mortgage dated August 28, 1947, recorded in said Clerk's Office August 29, 1947 in Liber 273 of Mortgages at page 41, and the other mortgage dated February 13, 1948, recorded in said Clerk's Office February 16, 1948, in Liber 277 of Mortgages at page 428, which two above mentioned mortgages on Plot #4 were consolidated and coordinated by Consolidation Agreement between William R. Lanphear and The Marine Trust Co. of Buffalo dated February 13, 1948 and recorded in said Clerk's Office February 16, 1948 in Liber 277 of Mortgages at page 455, and which said two mortgages were assigned by The Marine Trust Company of Buffalo to The Bowery Savings Bank by Assignment of Mortgage dated March 12, 1948, recorded in said Clerk's Office May 4, 1948 in Liber 33 of Assignments of Mortgages at page 211, on which mortgages as so consolidated there is unpaid the sum of \$142,688.52 with interest at the rate of 4% per annum from May 1, 1951.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

And said party of the first part covenants as follows:

FIRST: That the party of the second part shall quietly enjoy the said premises;

SECOND: That said STEUBEN GARDEN APARTMENTS, INC. will forever WARRANT the title to said premises;

THIRD: That the grantor will receive the consideration

-5-

LSP 617 410

for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.



STEUBEN GARDEN APARTMENTS, INC.

BY Sol Posner

President

N. CRYSTAL GARDENS, INC.,

BY Jack Herman

President

STATE OF NEW YORK

SS:

COUNTY OF MONROE

City of Rochester

On this 1 day of April, Nineteen Hundred and Fifty-One before me personally came SOL POSNER to me personally known, who, being by me duly sworn, did depose and say that he resides at 292 Fair Oaks Avenue, Rochester, New York, that he is the President of STEUBEN GARDEN APARTMENTS, INC., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

William N. Posner

Comm. of Deeds



617-411

STATE OF NEW YORK }
COUNTY OF MONROE } ss:

On this 1st day of April, Nineteen Hundred and Fifty-One before me personally came M. JACK HERMAN to me personally known who, being by me duly sworn, did depose and say that he resides at 288 Council Rock Avenue, Rochester, New York, that he is the President of N. CRYSTAL GARDENS, INC., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

William N. Poerner
Clerk of Deeds

STEUBEN COUNTY
CLERK'S OFFICE

JUN 9 9 09 AM 1951

RECORDED

STATE OF NEW YORK }
COUNTY OF MONROE } ss.
MONROE COUNTY CLERK'S OFFICE



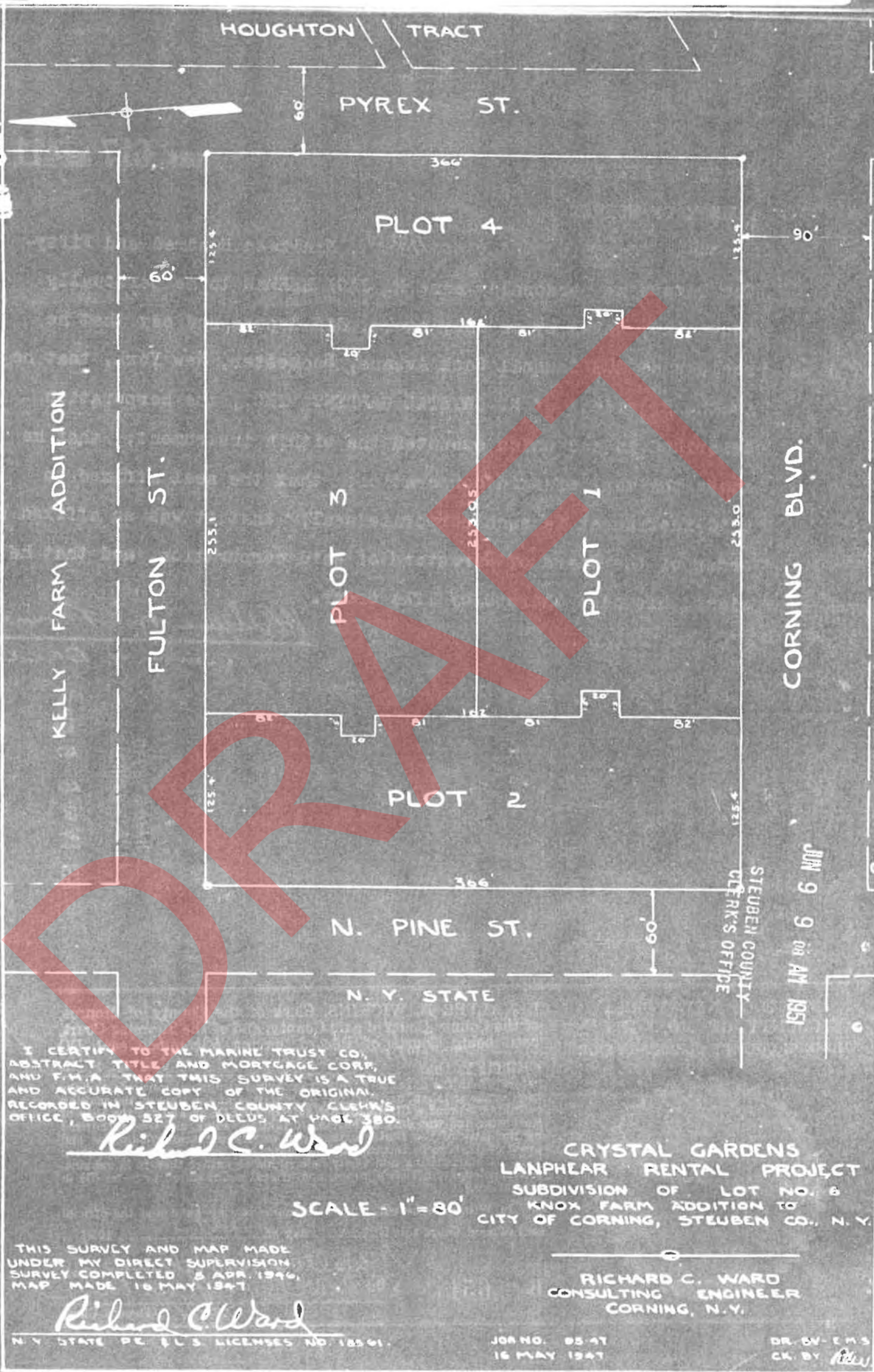
I, WALTER H. WICKINS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having a common seal, DO CERTIFY, that before whom the annexed Affidavit or Acknowledgment purports to have been made or taken, and certified by him, was at the time of the making or taking thereof a COMMISSIONER OF DEEDS in and for the City of Rochester and was duly authorized to take the same, and was authorized by the laws of the State to take and certify the acknowledgment and proof of deeds to be recorded in this State; and that I am well acquainted with his handwriting and verily believe his signature thereto is genuine. (Acknowledging officer's impression of seal not required to be on file in this office.)

In Witness Whereof, I have hereunto set my hand and the official seal of said Court this 1st day of June, 1951.

B 651

Walter H. Wickins Clerk
By James H. Parkin Deputy Clerk

617 1944-412



1433

49. WARRANTY DEED

N. Crystal Gardens, Inc.

to

Corning Glass Works

Instrument Date: 04-24-1973
Acknowledged Date: 04-24-1973
Record Date: 4-24-1973 *Time:* 12:21PM
Instrument Location: Liber 929 of Deeds; Page 560

For above instrument, see attached copy

DRAFT

This Indenture,

Made the 24th day of APRIL nineteen hundred

and seventy-three

Between N. CRYSTAL GARDENS, INC., a New York Corporation with
its main office c/o 101 Powers Building, Rochester, New York

~~a corporation organized under the laws of State of New York~~

~~a New York Corporation~~

party of the first part,

and CORNING GLASS WORKS, with its main office and place of business in
the City of Corning, County of Steuben, State of New York

part y of the second part,

Witnesseth, that the party of the first part, in consideration of

One and no/100 (\$1.00)-----

Dollars, lawful money of the United States,

paid by the part y of the second part, does hereby grant and release unto the party of the
second part, its successors and assigns forever.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning,
Steuben County, New York, bounded and described as all of Plot 1 as shown
on a map entitled "Crystal Gardens Lanphear Rental Project" attached to
and forming part of a certain deed, which deed is dated June 12, 1947
and recorded in Steuben County Clerk's Office on June 17, 1947 in Book
527 of Deeds, page 380.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben
County, New York, bounded and described as all of Plot 2, as shown on a
map entitled "Crystal Gardens Lanphear Rental Project" attached to and
forming part of a certain deed which deed is dated June 12, 1947 and
recorded in the Steuben County Clerk's Office on June 17, 1947 in Book
527 of Deeds, page 380.

PARCEL III

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, Steuben
County, New York, bounded and described as all of Plot 3 and all of Plot
4, as shown on a map entitled "Crystal Gardens Lanphear Rental Project"
attached to and forming part of a certain deed which deed is dated June
12, 1947 and recorded in Steuben County Clerk's Office on June 17, 1947
in Book 527 of Deeds, page 380.

Being the same premises as conveyed to grantor herein by deed, dated
April 2, 1951, and recorded in the Steuben County Clerk's Office on
April 3, 1951, in Book 613 of deeds at page 433 and in Book 617 of deeds
at page 406. and June 4, 1951

Subject to all covenants, agreements, easements and restrictions of record.

The shareholders of N. Crystal Gardens, Inc. have duly authorized
this conveyance.

RECORDED

APR 24 12 21 PM '73
STEBEN COUNTY
CLERK'S OFFICE

MAY 3 1973 Elmira

Irail Sayles, Fronts

DRAFT

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the party of the second part,*
its successors *and assigns forever.*

LIBER 929 PAGE 562

And the party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

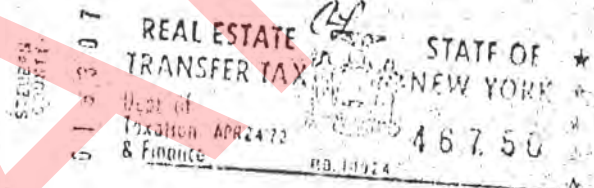
Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises;

Sixth.—The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In presence of:



N. CRYSTAL GARDENS, INC.

By

M. Jack Herman
M. Jack Herman

State of NEW YORK }
County of MONROE } ss.:

On the 24th day of April 19 73 before me came
M JACK Herman
to me known, who, being by me duly sworn, did depose and say that he resides in the City of
Miami Beach, Florida
that he is the president of N. Crystal Gardens, Inc.

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by
order of the board of directors of said corporation; and that, he signed his
name thereto by like order.

HAROLD SAMIANN
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1975

RECORDED
APR 24 12 21 PM '73
STEBEN COUNTY
CLERK'S OFFICE

N. CRYSTAL GARDENS, INC. ✓
567 ✓

to

CORNING GLASS WORKS
164 ✓

DEED

WARRANTY

Dated, April 24, 1973.

The land affected by the within instru-
ment lies in Steuben County

RECORD AND RETURN TO

Reserve this space for use of Recording Office.

STEUBEN COUNTY
RECORDED ON THE 24th DAY
April 1973 AT 12:21
O'CLOCK P.M. IN BOOK 989 OF
PAGE 569 AND EXAMINED
Chilton Latham
CLERK

50. WARRANTY DEED

Corning Glass Works

to

City of Corning Urban Renewal Agency

Instrument Date: 12-14-1973
Acknowledged Date: 12-14-1973
Record Date: 1-23-1974 *Time:* 9:03AM
Instrument Location: Liber 939 of Deeds; Page 822

For above instrument, see attached copy

DRAFT

FORM 582X N. Y. DEED—Full Covenant with Lien Covenant (FROM A CORPORATION)
Laws of 1917, Chap. 681, Statutory Form AA, Chap. 627 Laws of 1932)

LIBER 939 PAGE 822

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

This Indenture,

Made the 14th day of December

Nineteen Hundred and Seventy-three

Between Corning Glass Works, in the City of Corning, County of Steuben and State of New York,

a corporation organized under the laws of the State of New York,

party of the first part, and

City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having offices at 85 E. Market Street, in the City of Corning, County of Steuben and State of New York,

Witnesseth that the party of the first part, in consideration of ----- party of the second part,

One ----- Dollar (\$ 1.00)
lawful money of the United States,
paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever ~~XXX~~

PARCEL I. ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, Steuben County, New York, bounded and described as all of Plot 1 as shown on a map entitled "Crystal Gardens Lanphear Rental Project" attached to and forming part of a certain deed, which deed is dated June 12, 1947 and recorded in Steuben County Clerk's office on June 17, 1947 in Book 527 of Deeds, page 380.

PARCEL II. ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, Steuben County, New York, bounded and described as all of Plot 2, as shown on a map entitled "Crystal Gardens Lanphear Rental Project" attached to and forming part of a certain deed, which deed is dated June 12, 1947 and recorded in the Steuben County Clerk's office on June 17, 1947 in Book 527 of Deeds, page 380.

PARCEL III. ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, Steuben County, New York, bounded and described as all of Plot 3 and all of Plot 4, as shown on a map entitled "Crystal Gardens Lanphear Rental Project" attached to and forming part of a certain deed, which deed is dated June 12, 1947 and recorded in Steuben County Clerk's office on June 17, 1947 in Book 527 of Deeds, page 380.

BEING THE SAME PREMISES CONVEYED TO Corning Glass Works by N. Crystal Gardens, Inc. (by M. Jack Herman, President) by warranty deed dated April 24, 1973 and recorded in the Steuben County Clerk's office on April 24, 1973 in Liber 929 of Deeds, page 560.

SUBJECT TO: All covenants, agreements, easements and restrictions of record.

2000
REAL ESTATE STATE OF *
TRANSFER TAX NEW YORK *
Dept. of
Taxes JAN 23 '74 00.00 *
RECEIVED FEB 19 74

RECORDED
JAN 23 9 03 AM '74
STEBEN COUNTY
CLERK'S OFFICE

FEB 5 1974

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants as follows:

First, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

Second, That the party of the second part shall quietly enjoy the said premises;

Third, That the said premises are free from incumbrances;

Fourth, That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth, That the party of the first part will forever Warrant the title to said premises.

Sixth, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 14th day of December Nineteen Hundred and Seventy-three.

CORNING GLASS WORKS

By Paul T. Clark
Vice President

State of New York
County of STEUBEN
before me personally came

On this 14th day of December
Nineteen Hundred and Seventy-three
Paul T. Clark

to me personally known, who, being by me duly sworn, did depose and say that he resides in Corning, New York that he is the Vice President of Corning Glass Works the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

William E. Maynard

WILLIAM E. MAYNARD
Notary Public, State of New York
Qualified in Steuben County No 51-7779635
My Commission Expires March 30, 1974

RECORDED

JAN 23 9 03 AM '74
STEUBEN COUNTY
CLERK'S OFFICE

A True Copy of the Original Recorded on the Date Stamped Hereon.

Chifton Latham

Steuben County Clerk

LIBER 939 PAGE 823

51. SPECIAL WARRANTY DEED

City of Corning Urban Renewal Agency

to

Corning Glass Works

Instrument Date: 05-19-1981
Acknowledged Date: 05-19-1981
Record Date: 5-29-1981 *Time:* 11:19AM
Instrument Location: Liber 1018 of Deeds; Page 996

For above instrument, see attached copy

TITLES I THROUGH VII:

- LIBER 1018 PAGE 996

RECORDED
MAY 23 11 15 AM '81
STEBEN COUNTY
CLERK'S OFFICE

Recorded

Book 1122 of Deeds Page 260 SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

(1) WHEREAS, an Urban Renewal Plan (which together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Urban Renewal Plan") for Project Agnes NY R-404 (hereinafter referred to as the "Project") has been approved by the Common Council of the City of Corning on April 22, 1974, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the Office of the Steuben County Clerk, (hereinafter referred to as the "Recorder") in Bath, New York in Liber 943 at Page 1;

(2) WHEREAS, Corning Urban Renewal is owner and holder of record of fee simple title to certain real property located in the Project area; and

(3) WHEREAS, pursuant to the Urban Renewal Plan and Article XV-A of the General Municipal Law the Corning Urban Renewal Agency is authorized to sell individual portions of land in the Project area;

NOW THEREFORE, THIS DEED, made this 19TH day of MAY in the year 1981, by and between the City of Corning Urban Renewal Agency, a public benefit corporation of the State of New York, having Offices at City Hall, Joseph J. Nasser Civic Center, City of Corning, County of Steuben and State of New York, ("Grantor") acting herein pursuant to the above-mentioned Act, and CORNING GLASS WORKS, HAVING OFFICES AT HOUSTON PARK, IN THE CITY OF CORNING, COUNTY OF STEUBEN AND STATE OF NEW YORK ("Grantee");

WITNESSETH, That for and in consideration of the sum of FOUR HUNDRED SEVEN THOUSAND & 00/100 DOLLARS (\$407,000.00) receipt whereof is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant and convey unto the Grantee to have and to hold fee simple title, together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining, in and to the following described land and premises, situate in the City of Corning and known and distinguished as:

See Schedule "A"

AND, the Grantor covenants that it will warrant specially title to the property hereby conveyed, and that it will execute such further assurances thereof as may be requisite: Provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modification thereof, and the terms, covenants, conditions and provisions of this Contract of Sale between the parties hereto dated;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the Grantor in accordance with Section 5 of the Contract of Sale

Received C. J. M...
Legal Department
Corning Glass Works, H.C. 33
Corning, NY 14831

Received and Return to:

JUN 5 1981

-2-

dated the 19TH DAY of MAY, 1961, between the parties hereto (hereinafter referred to as the "Contract of Sale") which shall survive the delivery of this Deed, and which is duly recorded among the Disposition Records of the City of Corning Urban Renewal Agency, Corning, New York, and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed; (sixty (60) days after written demand by the Grantor so to do;)

THIRD: The Grantee shall commence promptly the rehabilitation or construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Rehabilitation or Construction Plans and shall prosecute diligently the rehabilitation or construction of said Improvements to completion: Provided, that in any event, rehabilitation or construction shall commence within six (6) months from the date of this deed and shall be completed within twelve (12) months from the commencement of such rehabilitation or construction;

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and except as security for obtaining financing permitted by this Deed, there shall be no transfer,

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, sex, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any Improvements erected or to be erected thereon or any part thereof.

Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the preparation of the Property for redevelopment by the Grantor and will apply the same first to the payment of the cost of said preparation before using any part of the total of the same for any other purposes.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on AUGUST 27, 2004. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 60 days after written demand by the Grantor so to do with respect to covenant numbered FOURTH and three (3) months after written

LIBER 1018 PAGE 993
-3-

demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (Provided, That a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the Improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do) or any further extension thereof that may be granted by the Grantor in its sole discretion, then all estate conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, That any such revesting of title to the Grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
 - (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied:

First: to reimburse the Grantor, on its own behalf or on behalf of the City of Corning for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

Second: to reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the Construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed obligating the Grantee and its successors and assigns, with respect to the construction of the Improvements and the dates for beginning and completion thereof: Provided, That if there is upon the property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction plans and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Grantee in respect of the construction and completion of the Improvements have been fully satisfied the Grantor shall forthwith issue its certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

LIBER 1013 PAGE 1000

-5-

The Grantee also covenants for itself and any successor and assigns of the land conveyed or any part thereof will not and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby said land or any part thereof is restricted upon the basis of race, creed, color, sex, national origin or ancestry in the sale lease or occupancy thereof.

The Grantee also covenants for itself and any successors and assigns of the land conveyed or any part thereof and any lessee of the land conveyed or any part thereof will comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color sex, or national origin in the sale, lease or occupancy of the property.

IN TESTIMONY WHEREOF, the said City of Corning Urban Renewal Agency has caused these presents to be signed in its corporate name on the 19TH day of MAY, 1931, by Joseph J. Nasser, its Chairman, attested by C. Frederick LaVacher, its Secretary and its corporate seal to be hereunto affixed and does hereby constitute and appoint said Joseph J. Nasser, its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

IN TESTIMONY WHEREOF, the said CORNING GLASS WORKS has caused these presents to be signed in its CORPORATE name on the _____ day of _____, 19____, by _____, its _____, attested by _____, its _____, and its corporate seal to be hereunto affixed and does hereby constitute and appoint said _____, its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

CITY OF CORNING URBAN RENEWAL AGENCY

C. Frederick LaVacher
C. FREDERICK LA VACHER Secretary

BY

Joseph J. Nasser
Joseph J. Nasser, Chairman

(SEAL)

ATTEST:

CORNING GLASS WORKS

A. John Peck, Jr.
A. John Peck, Jr.
Assistant Secretary

Justin Lubold
J. Justin Lubold
Vice President

(SEAL)

STATE OF NEW YORK COUNTY OF STEBEN ss.:

On the 19 day of May, nineteen hundred and 81
before me came JOSEPH J. NASSER

to me known, who, being by me duly sworn, did depose and say that he resides in 230 E. FIRST ST. CORNING, NEW YORK
that he is the CHAIRMAN of CITY OF CORNING URBAN RENEWAL AGENCY
the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of DIRECTORS of said corporation; and that he signed his name thereto by like order.

Francis A. Philip
Notary Public, State of New York
No. 51-3033450
Qualified in Steuben County
Cert. filed with Steuben County Clerk
Term expires March 30, 1983

Francis A. Philip



STATE OF NEW YORK COUNTY OF STEBEN ss.:

On the 27th day of MAY, nineteen hundred and 81
before me came JUSTIN LUBOLD

to me known, who, being by me duly sworn, did depose and say that he resides in RD #2 SPENCER HILL RD., CORNING, N.Y.
that he is the VICE PRESIDENT of CORNING GLASS WORKS
the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of DIRECTORS of said corporation; and that he signed his name thereto by like order.

Marian B. Smith

MARIAN B. SMITH Reg. No. 51-9076300
Notary Public, State of New York
Qualified in Steuben County
My Commission Expires March 30, 1982



LIBER 1018 PAGE 1002

SCHEDULE "A"

ALL THAT TRACT OR PARCELS OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 85-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

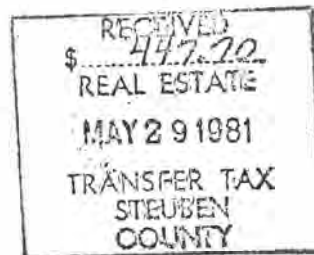
Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35, and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.957 Meters) to the Point of Beginning, containing 4.080 Acres (1.643 Hectares) of land,

SUBJECT, however, to all rights of way, easements, covenants or restrictions of record which may affect title to the above herein described parcel of land,

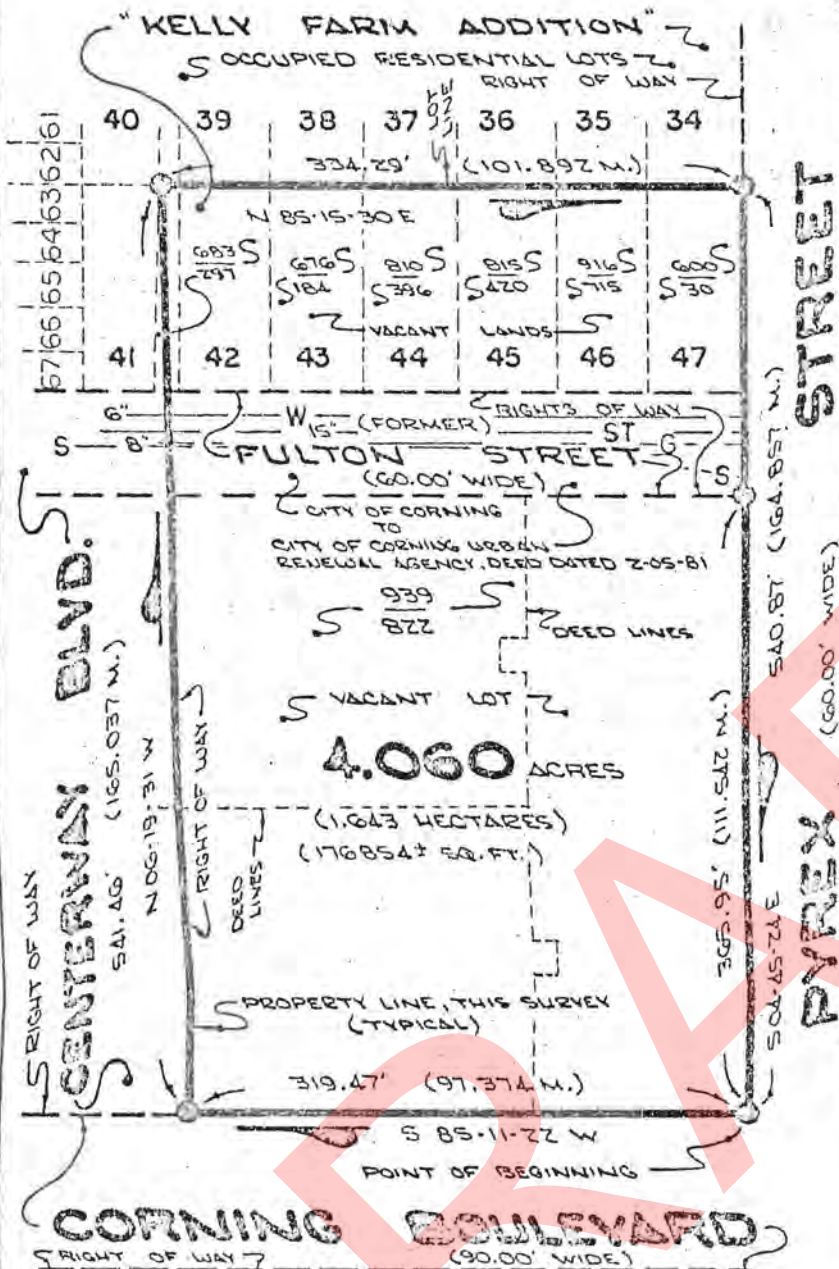
All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

3054



NOTE: ACCORDING TO THE CITY OF CORNING D. P. W. OFFICE, UTILITIES, SHOWN HEREON IN THE FORMER FULTON STREET RIGHT OF WAY, WILL BE ABANDONED BY THE CITY. NOTE: UNDERGROUND

NOTE: UNDERGROUND UTILITIES
SHOWN HEREON ARE
APPROXIMATE IN
LOCATION.



SEEDS SHOWN HEREON TO LOTS NO. 41
REFER TO LAST KNOWN OWNER
AT TIME OF SURVEY.

SCALE: 1" = 100'

NOTE

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or his embossed seal shall not be considered to be a valid true copy."

LEGEND

⊕ = EXISTING IRON PIN

(97.374 m.) METRIC EQUIVALENT

$$\frac{5.9}{5.7} = \frac{118.2}{100} \quad (\text{DEO}\%)$$

42 = LOT NUMBER

$C_0 W = C_0$ WATER LINE

15" ST. 15" STORM SEWER

8" S. 8" SANITARY SEWER

-G- : GAS LINE (ABANDONED)

CERTIFICATION

THIS IS TO CERTIFY TO THE FOLLOWING PARTIES AND TO ALL OTHER INTERESTED PARTIES THAT I AM A LICENSED LAND SURVEYOR AND THAT THIS PLAN WAS COMPLETED UNDER MY SUPERVISION ON FEB. 11, 1981 FROM AN INSTRUMENT SURVEY COMPLETED ON FEB. 11, 1981, FURTHERMORE, NO ENCROACHMENTS EXISTED AT THE TIME THIS SURVEY WAS COMPLETED, OTHER THAN THOSE WHICH MAY BE SHOWN OR NOTED HEREON.

NO. 1 - CITY OF CORNING URBAN RENEWAL AGENCY

SIGNED: J. H. Moore J. H. MOORE, H.N.B. LICENSE NO. 4910Z

DELINEATED BY
E.G. RITCH

RECORDED

BOUNDARY SURVEY OF LANDS TO BE CONVEYED BY:

CITY OF CORNING
URBAN RENEWAL AGENCY

SITUATE IN THE:
CITY OF CORNING
TOWNSHIP NO.2,NORTH ~ RANGE NO.1,WEST
COUNTY OF STEUBEN
STATE OF NEW YORK

J. PATRICK MOORE
LICENSED LAND SURVEYOR
CORNING, NEW YORK ~ JOB NO. 1576

LIBER 1018 PAGE 1002

52. DEED

Corning Glass Works

to

Corning Enterprises, Inc.

Instrument Date: 02-01-1986
Acknowledged Date: 04- -1987
Record Date: 5-5-1987 *Time:* 3:29PM
Instrument Location: Liber 1125 of Deeds; Page 70

For above instrument, see attached copy

DRAFT

५.

W. H. W. T. J. J. J.
Capt. C. J. J. J. J.
Coping - was water c-3
Pond - 10 x 10 ft

Platzieren

9

ה

Book: 1125 Page: 70 Seq: 1

Book: 1125 Page: 70 Seq: 2

71 PAGE 1125 BOOK

Longer with the apartment and all the estate and rights of the party of the first part in and to said premises.

The party and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatsoever.

And that, in compliance with Sec. 18 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In presence of

CORNING GLASS WORKS

By James E. Kiebeck Senior Vice President

State of New York
County of STURBEN

ss: }

On this seventh day of April, Nineteen Hundred and Eighty-seven before me personally came James E. Kiebeck, fully known, who, being by me duly sworn, did depose and say that he resides in the City of New York, County of New York, and that he is Vice President of the Corporation described in, and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by the order.

KATHLEEN M. HARRIS
Notary Public, State of New York
Queens County
My Commission Expires November 3, 1988

SCHEDULE A

THAT TRACT OR PARCEL OF LAND, situate in the City of Corning, County of Steuben and State of New York, bounded and described as follows:

Beginning at a point on the south line of Museum Way (also known as Fulton Street) where the same is intersected by the west line of Centerway Boulevard;

Thence running S 06°19'31" E along the westerly line of Centerway Boulevard a distance of 245.66 feet to a point;

Thence running S 85°11'22" W a distance of 23.95 feet to a point;

Thence running S 04°48'52" E a distance of 45 feet to a point;

Thence running S 85°11'22" W a distance of 30 feet to a point;

Thence running S 04°48'52" E a distance of 15 feet to a point;

Thence running S 85°11'22" W a distance of 89 feet to a point;

Thence running N 04°48'52" W a distance of 306 feet to a point;

Thence running N 85°22'03" E along the southerly line of Museum Way a distance of 136.47 feet to the point of beginning, containing 41,028 square feet more or less.

Being a portion of premises acquired by Corning Glass Works by four deeds as follows:

- (1) Deed from the People of the State of New York dated February 27, 1978 and recorded in the Steuben County Clerk's office on April 3, 1978 in Liber 983 of Deeds at Page 953;**
- (2) Deed from the City of Corning Urban Renewal Agency dated August 11, 1978 and recorded in the Steuben County Clerk's office on August 28, 1978 in Liber of Deeds 988 at Page 310;**
- (3) Deed from the City of Corning Urban Renewal Agency dated November 6, 1980 and recorded in the Steuben County Clerk's office on December 17, 1980 in Liber of Deeds 1014 at Page 170; and**
- (4) Deed from the City of Corning dated September 10, 1985 and recorded in the Steuben County Clerk's office on September 23, 1985 in Liber of Deeds 1067 at Page 58.**

SCHEDULE B

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 85-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

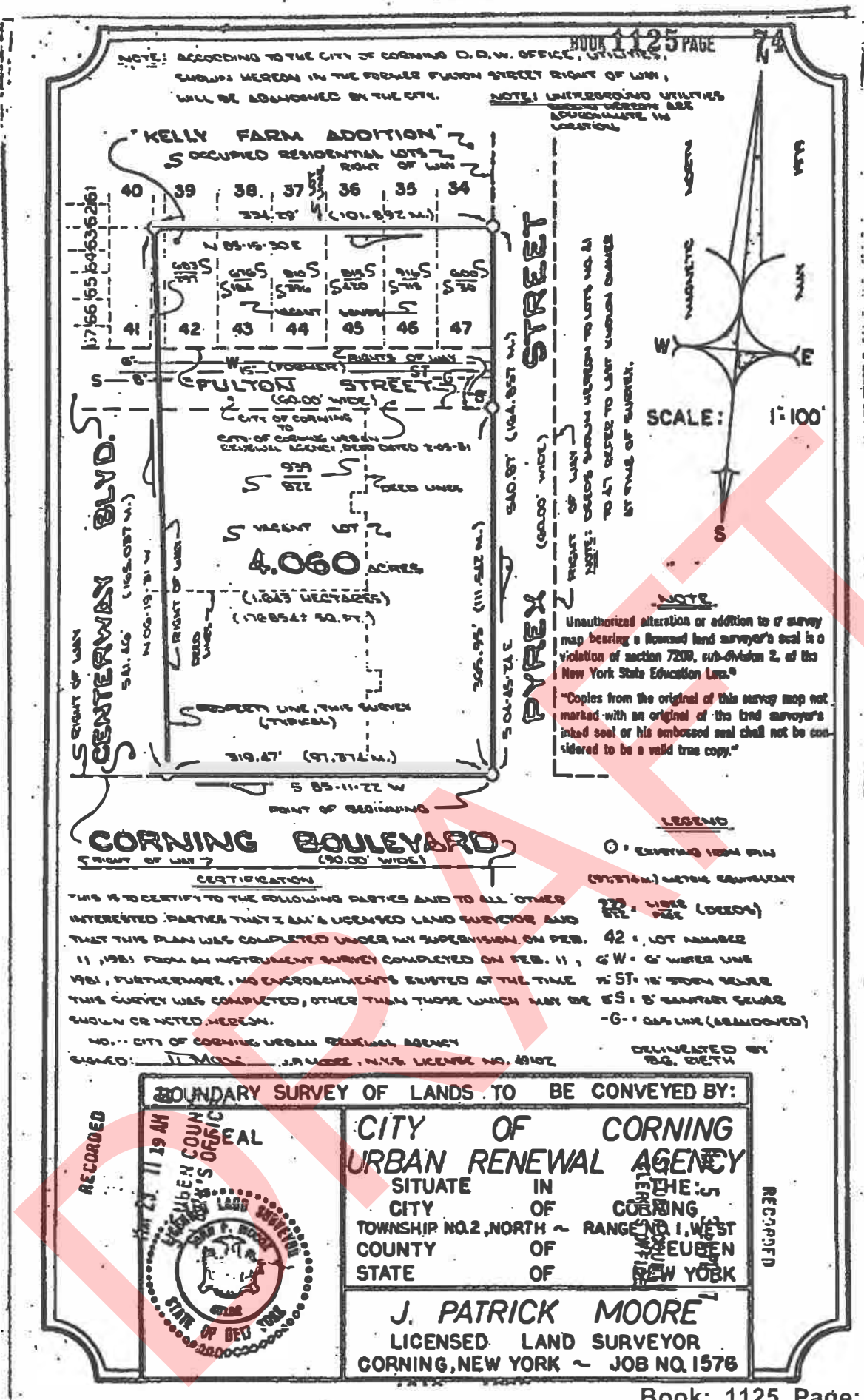
Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

SUBJECT, however, to all rights of way, easements, covenants or restrictions of record which may affect title to the above herein described parcel of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

Being the same premises conveyed to Corning Glass Works by Deed dated May 19, 1981 and recorded in the Steuben County Clerk's Office on May 29, 1981 in Liber 1018 of Deeds at Page 996.

STEUBEN COUNTY, SS
RECORDED ON THE 5 DAY OF
May 1982 AT 3:29
P.M. IN BOOK 1125 OF
DEEDS AT
PAGE 70 AND INDEXED
J. E. Lewis
CLERK



53. DEED

Corning Enterprises, Inc.

to

Guthrie Clinic, Inc.

Instrument Date: 11-17-1988
Acknowledged Date: 11-17-1988
Record Date: 11-22-1988 *Time:* 3:18PM
Instrument Location: Liber 1200 of Deeds; Page 305

For above instrument, see attached copy

DRAFT

FORM 568X N. Y. DEED - Covenant Against Grantor (From a Corporation)
Rev. 8/79

BOOK 1200 PAGE 305

TITLELAND REGISTERED U. S. PAT. OFFICE
TITLE LAND TRUST PUBLISHERS OUTLAND, VT 05701

This Indenture,

Made the seventeenth day of November Nineteen Hundred and Eighty-eight
Between CORNING ENTERPRISES INC.

a corporation organized under the laws of the State of New York, having its principal offices at Baron Steuben Place, City of Corning, County of Steuben, New York,

party of the first part, and

GUTHRIE CLINIC INC., a corporation organized under the laws of the State of Pennsylvania, having its principal offices at Guthrie Square, Sayre, Pennsylvania,

Witnesseth that the party of the first part, in consideration of

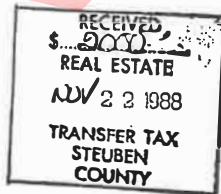
Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all

THAT TRACT OR PARCEL OF LAND more fully described in Schedule A annexed hereto and made a part hereof.

SUBJECT TO all easements, restrictions, covenants, agreements and reservations of record.

AND SUBJECT TO the further restriction that the parcel of land described in Schedule A hereto be limited in use to professional offices and banks or similar financial institutions.

See amended deed restrictions
Recorded 03-23-04
in Book 1861 of Deeds Page 43



1827

RECORDED
NOV 22 3 10 PM '88
STEBEN COUNTY
CLERK'S OFFICE

1200 PAGE 306
 Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
 To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, The party of the first part has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In Presence of

CORNING ENTERPRISES INC.

By Richard E. Rahill President

State of New York

County of Steuben

of

ss:

On this 17th day of November, Nineteen Hundred and Eighty-eight before me personally came Richard E. Rahill to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Steuben, that he is the President of the corporation described in, and which executed, the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

M. Ann Gosnell
 M. ANN GOSNELL
 Notary Public, State of New York
 Qualified in Steuben County
 No. 4804072
 My Commission Expires August 10, 1989

LIBER 1200 PAGE 307

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 65-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

Being the same premises conveyed to Corning Glass Works by Deed dated May 19, 1981 and recorded in the Steuben County Clerk's Office on May 29, 1981 in Liber 1018 of Deeds at Page 996.

EXAMINED

Fred E. Jones
STEUBEN COUNTY CLERK

STEUBEN COUNTY
CLERK'S OFFICE

Nov 22 3 18 PM '88

RECORDED

54. MORTGAGE AND SECURITY AGREEMENT

Guthrie Clinic, Inc.

to

Corning Enterprises, Inc.

Instrument Date: 11-17-1988
Acknowledged Date: 11-17-1988
Record Date: 11-22-1988 *Time:* 3:18PM
Instrument Location: Liber 733 of Mortgages; Page 95
Amount: \$499,999.00

For above instrument, see attached copy

NOTE: Assignment of Mortgage to Guthrie Clinic, Ltd. recorded June 22, 1989 in Liber 50 Assgts. & Rels., Page 74

DEC 2 1988

2500
1250
Plus return to Mr. Glen Gould and
Corning Glass Works, c/o
Corning, N.Y. 14831
R5140
R5141

BOOK 733 PAGE 95

CF2214 10

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made the 17th day of November, 1988 by Guthrie Clinic Inc., a Pennsylvania business corporation, having its principal office at Guthrie Square, Sayre, Pennsylvania 18840 herein referred to as the mortgagor, and Corning Enterprises Inc., a New York business corporation, having its principal office in Baron Steuben Place, Corning, New York 14831 herein referred to as the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in sum of Four Hundred Ninety-nine Thousand Nine Hundred Ninety-nine Dollars (\$499,999.00), lawful money of the United States, to be paid in one lump sum on the last day of the sixtieth (60th) month following the date hereof, with interest thereon to be computed from the 17th day of November, 1988, at the rate of eight per centum (8%) per annum, and to be paid on the last day of each month beginning in November, 1988 and ending on the last business day of the sixtieth (60th) month following the date hereof, when the unpaid balance of principal together with interest thereon shall become due and payable, at the offices of the mortgagee according to a certain note bearing even date herewith, the mortgagor hereby mortgages to the mortgagee all that certain plot, piece or parcel of land and improvements now or hereafter situate thereon located at the northeast corner of Centerway and Corning Boulevard in the City of Corning, Steuben County, New York, and described more particularly in Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to Guthrie Clinic Inc., the mortgagor herein, by deed from Corning Enterprises Inc., executed and delivered and intended to be recorded simultaneously herewith, this being a mortgage given to secure the payment of the purchase money of the said premises.

TOGETHER with all fixtures now or hereafter attached to, or contained in and used in connection with, said premises, including without limitation all plumbing, heating, lighting and cooling fixtures and fittings, air-conditioning fixtures, pumps, shades and screens.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, roads or highways, which said awards are hereby assigned to the holder of this mortgage, who is hereby authorized to collect and receive the proceeds of any such award from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment

STEUBEN COUNTY RECEIVED on within instrument
\$2500.00 Recording & \$1250.00 Add'l Tax
Dated 11-22-88 Fred E. Lewis
Recording Officer

2289
Assigned by Guthrie Clinic Inc.
to Guthrie Clinic Ltd.
Book 750 of Ass't's 74
Fred E. Lewis Clerk

BOOK 733 PAGE 96
-2-

of the amount owing on account of this mortgage and its accompanying note, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award to the holder of this mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

This mortgage is subject and subordinate to a mortgage given or to be given to a lending institution or public authority to secure the payment of approximately \$7,000,000 which is now or may become a prior lien on the premises.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee at their full, replacement value; that it will assign and deliver the policies to the mortgagee; and that it will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies; that fire insurance policies which are required by this paragraph no. 2 shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty (30) days after notice and demand, will keep the buildings on the premises insured against loss by other insurable hazards, including war or flood damage, for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that it will assign and deliver the policies to the mortgagee; and that it will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4 of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
3. That the buildings on the premises shall not be removed or demolished without the prior written consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of interest for sixty (60) days, or after default in the payment of any tax, water rate, sewer rent or assessment for sixty (60) days after notice and demand; or after default after notice and demand either in assigning and

BOOK 733 PAGE 97
-3-

delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.

5. That the whole of said principal sum shall become due at the option of the mortgagee after default for (30) days after notice and demand in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty (30) days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

6. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the actual or threatened alteration, removal or demolition of the buildings on said premises, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three (3) months after an order making such requirement has been issued by any such department.

7. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall abandon the mortgaged premises, or shall yield occupancy or lease the mortgaged premises or any part of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment; provided, however, that notwithstanding anything herein to the contrary mortgagor may, without mortgagee's consent, assign this mortgage and/or lease the premises, or any part thereof, to an affiliated, subsidiary, reorganized corporation or a successor entity of mortgagor and that in such event mortgagor shall so notify mortgagee in writing.

8. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph no. 2 hereof.

9. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

BOOK 733 PAGE 38

10. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.

11. That the mortgagor within five (5) days upon request in person or within ten (10) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

12. That notice and demand or request may be in writing and may be served in person or by mail.

13. That the mortgagor warrants the title to the premises.

14. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any purpose.

15. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the mortgagor shall immediately surrender possession of the premises so occupied to the holder of this mortgage; and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this mortgage a reasonable rental for the space so occupied and in default thereof, such mortgagor may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

16. That the terms and provisions of this mortgage may not be changed or modified except by an instrument in writing, signed by the party against whom enforcement of such change or modification is sought.

17. That this instrument and all of the covenants contained herein shall bind the heirs, executors, administrators, successors and assigns of the mortgagor and inure to the benefit of the successors and assigns of the mortgagee.

BOOK 733 PAGE 99
-5-

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

GUTHRIE CLINIC INC.

By 

STATE OF PENNSYLVANIA) ss
COUNTY OF BRADFORD)

On the 17th day of November, 1988, before me personally came John M. Thomas, M.D. to me known, who, being by me duly sworn, did depose and say that he resides at Waverly, New York; that he is the President of Guthrie Clinic Inc.; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



NOTARIAL SEAL
DEBRA J. CHAMPION, NOTARY PUBLIC
SAYRE BOROUGH, BRADFORD COUNTY
MY COMMISSION EXPIRES SEPT. 4, 1990
Member, Pennsylvania Association of Notaries

BOOK 733 PAGE 100
EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 85-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

Being the same premises conveyed to Corning Glass Works by Deed dated May 19, 1981 and recorded in the Steuben County Clerk's Office on May 29, 1981 in Liber 1018 of Deeds at Page 996.

EXAMINED

Fred E. Jones
STEBEN COUNTY CLERK

STEBEN COUNTY
CLERK'S OFFICE

Nov 22 3 18 PM '88

RECORDED

55. DEED

Guthrie Clinic, Inc.

to

Guthrie Clinic Ltd.

Instrument Date: 12-13-1988
Acknowledged Date: 12-13-1988
Record Date: 6-22-1989 *Time:* 3:16PM
Instrument Location: Liber 1225 of Deeds; Page 291

For above instrument, see attached copy

DRAFT

PENNA. DEED - FROM A CORPORATION TO A CORPORATION LEBER 1225 PAGE 291

This Indenture,

Made the 15th day of December
in the year nineteen hundred and eighty-eight (1988).

Between GUTHRIE CLINIC, INC., a Pennsylvania business corporation registered to do business in the State of New York, having its principle office located at Guthrie Square, Sayre, Bradford County, Pennsylvania, (Party of the First Part)

AND

GUTHRIE CLINIC LTD., a Pennsylvania professional corporation incorporated on the 31st day of December, 1987, and registered to do business in the State of New York under the name GUTHRIE MEDICAL GROUP, P.C., having its principle office located at Guthrie Square, Sayr, Bradford County, Pennsylvania, (Party of the Second Part)

Witnesseth, that the said party of the first part, for and in consideration of the sum of Four Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and no/100 (\$499,999.00) Dollars unto it well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its successors and assigns, forever:

All

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Corning



4420

STEBEN COUNTY
CLERK'S OFFICE

JUL 22 3 16 PM '88

RECORDED

1225 PAGE 292

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 05-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

BEING the same premises conveyed to Guthrie Clinic, Inc., by deed from Corning Enterprises, Inc, said deed dated November 17, 1988, and recorded November 22, 1988, in the Steuben County Clerk's Office in Liber 1200 of Deeds at Page 305.

LSE 1225 PAGE 293

Together with all and singular the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, its successors and assigns, in law, equity, or otherwise, however, in and to the same, and every part thereof.

To Have and to Hold the said

hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, ~~Barrett~~.

And the said party of the first part, for itself and its successors, does by these presents covenant, grant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, and its successors, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it, the said party of the first part and its successors, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof,

shall and will Warrant and forever Defend.

the said party of the first part, doth hereby constitute and appoint

to be its attorney, for

it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

This Deed is made under and by virtue of a resolution of the Board of Directors of the party of the first part, duly passed at a meeting thereof duly and legally held on the 14th day of December 1977.

In Witness Whereof, the said party of the first part, has caused these presents to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

GUTHRIE CLINIC, INC.

By:

John M. Thomas
John M. Thomas, M.D.

Its: President

ATTEST:

John L. Wansmaker
John L. Wansmaker, M.D.

BOOK 1225 PAGE 294

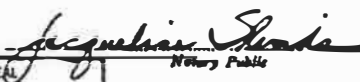
Commonwealth of Pennsylvania }
County of Bradford }

I Hereby Certify that on this 13th day of December A. D. 19 88 before me, the undersigned, a

Notary Public in and for said Commonwealth and County, personally appeared John M. Thomas, M.D., known to me (or satisfactorily proven) to be the President of Guthrie Clinic, Inc., and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture to be the act and deed of the said corporation

to the intent that the same may be duly recorded.

Witness my hand and Notarial Seal the day and year aforesaid.

My Commission expires  Notary Public
JACQUILINE SHERIDAIL, Notary Public
Sayre Boro. Bradford County, Pa.
My Commission Expires Nov. 9, 1998

I Hereby Certify, that the precise address of the grantee herein is Guthrie Square, Sayre, Pennsylvania 18840.

RECORDED
JUN 22 3 16 PM '88
STEUBEN COUNTY
CLERK'S OFFICE


GUTHRIE CLINIC, INC.

TO

GUTHRIE CLINIC LTD.

December 13, 19 88

EXAMINED


STEUBEN COUNTY CLERK

Commonwealth of Pennsylvania }
County of _____ }

Recorded in the Office for Recording of Deeds, &c, in and for said County, in Deed
Book No. _____ Vol. _____, Page _____
Witness my Hand and Official Seal this _____ day of _____, 19 _____

Recorder

56. MEMORANDUM OF LEASE

Guthrie Clinic Ltd.

and

Guthrie Medical Center

Instrument Date: 12-13-1988
Acknowledged Date: 12-13-1988
Record Date: 6-22-1989 *Time:* 3:16PM
Instrument Location: Liber 1225 of Deeds; Page 299

For above instrument, see attached copy

DRAFT

LSE 1225 PAGE 299

JUL 22 3 16 PM '88
STUBEN COUNTY
CLERK'S OFFICEREC-13
INFO

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of December 13, 1988, between GUTHRIE CLINIC LTD., ("Landlord") a Pennsylvania professional corporation having a place of business at Guthrie Square, Sayre, Pennsylvania 18840, and GUTHRIE MEDICAL CENTER ("Tenant"), a Pennsylvania not-for-profit corporation having a place of business at Guthrie Square, Sayre, Pennsylvania 18840:

1. Landlord has demised and let to Tenant pursuant to the terms and conditions of a Lease Agreement dated as of December 13, 1988 (the "Lease") certain real property located in the State of New York, described in Exhibit "A" (the "Land") together with certain improvements to be constructed thereon (the "Improvements" and together with the Land being referred to collectively as the "Demised Premises"), the terms and conditions of which are incorporated herein as though set forth in full, whereby Tenant may have and hold the Demised Premises, together with the tenements, hereditaments, appurtenances and easements thereunto belonging, at the rental and upon the terms and conditions therein stated, for a term commencing on December 13, 1988 and, unless extended as provided therein, expiring on the date on which all obligations under Tenant's note dated December 13, 1988 (the "Note"), to the Health Care Facilities Authority of Sayre (the "Authority") in the amount of \$7,750,000, are satisfied in full. Such term, as extended, is hereafter called the "Term".

2. Under the terms of the Lease, Tenant has the right at Tenant's option to extend the Term of the Lease for two (2) separate and additional periods of ten (10) years each after the expiration of the initial Term of the Lease. Each such ten (10) year extension of the Term shall be called a "Renewal Term". Each Renewal Term shall be subject to all the terms and conditions of the Lease as if the Term originally included such a Renewal Term. Tenant may exercise its options to extend the Term of the Lease by giving written notice of such election to extend to Landlord at least on (1) year prior to expiration of the then current Term.

3. This Memorandum of Lease is executed for the purpose of recordation in the Office of the Recorder of Deeds of Staten County, New York in order to give notice of all of the terms, provisions and conditions of the Lease and is not intended, and shall not be construed, to define, limit or modify the Lease at any time during the Term, as extended, of the Lease.

USE 1225 PAGE 300

IN WITNESS WHEREOF, the parties hereto have executed
this Memorandum of Lease as of the day and year first above
written.

(Corporate Seal)
Attest: JL Wauke

GUTHRIE CLINIC LTD.

By: Jh m Shor co

(Corporate Seal)
Attest: Jh m Shor co

GUTHRIE MEDICAL CENTER

By: Rp m m, Pco

DRAFT

LIBER 1225 PAGE 301

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 05-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

BEING the same premises conveyed to Guthrie Clinic, Inc., by deed from Corning Enterprises, Inc, said deed dated November 17, 1988, and recorded November 22, 1988, in the Steuben County Clerk's Office in Liber 1200 of Deeds at Page 305.

BOOK 1225 PAGE 302
ACKNOWLEDGEMENTS

EXAMINED

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF BRADFORD :

Frederick E. Lewis
STEUBEN COUNTY CLERK

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared John M. Thomas, who acknowledged being the President of GUTHRIE CLINIC LTD., a Pennsylvania professional corporation, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

NOTARIAL SEAL
JACQUELINE SHERIDAN, Notary Public
Sayre Boro, Bradford County, Pa.
My Commission Expires Nov. 9, 1991

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF BRADFORD :

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared Ralph W. Meyer, who acknowledged being the President of GUTHRIE MEDICAL CENTER, a Pennsylvania not-for-profit corporation, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

NOTARIAL SEAL
JACQUELINE SHERIDAN, Notary Public
Sayre Boro, Bradford County, Pa.
My Commission Expires Nov. 9, 1991

RECORDED
JAN 22 3 16 PM '89
STEUBEN COUNTY
CLERK'S OFFICE

57. MEMORANDUM OF SUBLEASE

Guthrie Medical Center

and

Guthrie Clinic Ltd.

Instrument Date: 12-13-1988
Acknowledged Date: 12-13-1988
Record Date: 6-22-1989 *Time:* 3:16PM
Instrument Location: Liber 1225 of Deeds; Page 303

For above instrument, see attached copy

DRAFT

1225 PAGE 303

JUN 22 3 16 PM '89
STUBEN COUNTY
CLERK'S OFFICE(A)
R-14
RECORDED

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE, made as of December 13, 1988 between GUTHRIE MEDICAL CENTER ("Landlord"), a Pennsylvania not-for-profit corporation having a place of business at Guthrie Square, Sayre, Pennsylvania 18840, and GUTHRIE CLINIC LTD. ("Tenant"), a Pennsylvania corporation having a place of business at Guthrie Square, Sayre, Pennsylvania 18840.

1. Landlord has demised and let to Tenant pursuant to the terms and conditions of a Lease Agreement dated as of December 13, 1988 (the "Lease") certain real property located in the State of New York, described in Exhibit "A" (the "Land") together with certain improvements to be constructed thereon (the "Improvements", and together with the Land being referred to collectively as the "Demised Premises"), the terms and conditions of which are incorporated herein as though set forth in full, whereby Tenant may have and hold the Demised Premises, together with the tenements, hereditaments, appurtenances and easements thereunto belonging, at the rental and upon the terms and conditions therein stated, for a term commencing on December 13, 1988 and, unless extended as provided therein, expiring on the day preceding the date on which all obligations under Landlord's note dated December 13, 1988 (the "Note"), to the Health Care Facilities Authority of Sayre (the "Authority") in the amount of \$7,750,000, are satisfied in full. Such term, as extended, is hereafter called the "Term".

2. Under the terms of the Lease, Tenant has the right at Tenant's option to extend the Term of the Lease for two (2) separate and additional periods of ten (10) years each after the expiration of the initial Term of the Lease. Each such ten (10) year extension of the Term shall be called a "Renewal Term". Each Renewal Term shall be subject to all the terms and conditions of the Lease as if the Term originally included such Renewal Term. Tenant may exercise its options to extend the Term of the Lease by giving written notice of such election to extend to Landlord at least on (1) year prior to expiration of the then current Term.

3. This Memorandum of Sublease is executed for the purpose of recordation in the Office of the Recorder of Deeds of Stuben County, New York in order to give notice of all of the terms, provisions and conditions of the Lease and is not intended, and shall not be construed, to define, limit or modify the Lease at any time during the Term, as extended, of the Lease.

JUL 3 1989

Return to Reps
Guthrie Medical Center
Guthrie Clinic LTD
Sayre, PA 18840

1601225 PAGE 304

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.



(Corporate Seal)

Attest: [Signature]
Asst Sec.

(Corporate Seal)

Attest: T.R. Warral

~~[Signature]~~

By: [Signature]
FOR GUTHRIE CLINIC, LTD

~~[Signature]~~

By: [Signature]
FOR GUTHRIE MEDICAL CENTER

DRAFT

1225 305
 LIBER 1225 PAGE 305

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 05-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office,

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

BEING the same premises conveyed to Guthrie Clinic, Inc., by deed from Corning Enterprises, Inc, said deed dated November 17, 1988, and recorded November 22, 1988, in the Steuben County Clerk's Office in Liber 1200 of Deeds at Page 305.

1225 PAGE 306

EXAMINED

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BRADFORD :

STEUBEN COUNTY CLERK

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared John M. Thomas, who acknowledged being the President of GUTHRIE CLINIC LTD., a Pennsylvania professional corporation, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

NOTARIAL SEAL
JACQUELINE SHERIDAN, Notary Public
Seyre Boro, Bradford County, Pa.
My Commission Expires Nov. 9, 1991

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BRADFORD :

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared Ralph X. Preece, who acknowledged being the President of GUTHRIE MEDICAL CENTER, a Pennsylvania not-for-profit corporation, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

NOTARIAL SEAL
JACQUELINE SHERIDAN, Notary Public
Seyre Boro, Bradford County, Pa.
My Commission Expires Nov. 9, 1991

RECORDED
Jan 22 3 16 PM '89
STEUBEN COUNTY
CLERK'S OFFICE

58. SUBLEASE ASSIGNMENT AND REASSIGNMENT

Guthrie Medical Center

and

Health Care Facilities Authority of Sayre

Instrument Date: 12-13-1988
Acknowledged Date: 12-13-1988
Record Date: 6-22-1989 *Time:* 3:16PM
Instrument Location: Liber 1225 of Deeds; Page 307

For above instrument, see attached copy

DRAFT

1225 PAGE 307

10

**CORNING PROPERTY
SUBLEASE ASSIGNMENT AND REASSIGNMENT**

STEUBEN COUNTY
CLERK'S OFFICE

JUL 2 3 16 PM '89

RECORDED

KNOW ALL MEN BY THESE PRESENTS THAT GUTHRIE MEDICAL CENTER (the "Center"), pursuant to a Resolution of its Board of Directors heretofore duly adopted, does hereby sell, assign, transfer and set over to the Health Care Facilities Authority of Sayre, a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in Sayre, Pennsylvania (the "Authority"), all right, title and interest of the Center in and to the Corning Property Sublease Agreement dated as of December 13, 1988, between the Center and Guthrie Clinic Ltd. (the "Sublease"), as well as all rentals and other payments payable or which may become payable thereunder; and

FURTHER, the Authority, pursuant to a Resolution of its Board of Directors heretofore duly adopted, does hereby sell, assign, transfer and set over to Northern Central Bank, a bank and trust company organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal trust office in Williamsport, Pennsylvania (the "Trustee"), as Trustee under the Trust Indenture dated as of December 1, 1985 between the Authority and Trustee, all right, title and interest of the Authority in the Sublease assigned to it by the Center as aforesaid.

Notwithstanding such assignment, reassignment, and transfer, so long as the Center shall not be in default under its note to the Authority dated December 13, 1988 in the principal amount of \$7,750,000:

(a) The Center shall have the right to receive all rentals and other amounts payable under the Sublease;

(b) The Center shall have the right to perform all of its obligations and to enforce all obligations of the Clinic under the Sublease;

(c) The Center shall have the right and duty to give all approvals and consents permitted or required under the Sublease;

(d) The Center shall have the right to execute supplements and amendments to the Sublease to the extent and in the manner permitted therein; and

LEEN 1225 PAGE 308

(e) There shall be no responsibility on the part of the Authority or of the Trustee for duties or responsibilities of the Center contained in the Sublease and in any supplements or amendments thereto.

IN WITNESS WHEREOF, GUTHRIE MEDICAL CENTER and the HEALTH CARE FACILITIES AUTHORITY OF SAYRE has caused this Assignment and Reassignment to be duly executed in their name and by their respective President or Vice President, and their corporate seal to be hereunto affixed, attested by their respective Secretary or Assistant Secretary, and this Assignment and Reassignment to be dated as of the 13th day of December, 1988.

GUTHRIE MEDICAL CENTER

By: [Signature]
(Vice) President

(Corporate Seal)

Attest: [Signature]
(Assistant) Secretary

HEALTH CARE FACILITIES AUTHORITY OF SAYRE

By: [Signature]
(Vice) President

(Corporate Seal)

Attest: [Signature]
(Assistant) Secretary

LIBER 1225 PAGE 309

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben, and State of New York, bounded and described as follows:

Beginning at an iron pin at the intersection of the westerly line of Pyrex Street and the northerly line of Corning Boulevard,

Thence running S 05-11-22 W along the northerly line of Corning Boulevard, a distance of 319.47 Feet (97.374 Meters) to an iron pin at the northeasterly corner of the intersection of Corning Boulevard and Centerway Boulevard,

Thence running N 06-19-31 W along the easterly line of Centerway Boulevard, a distance of 541.46 Feet (165.037 Meters) to an iron pin on the southerly line of Lot No. 40 of the Kelly Farm Addition as by reference to the map of said addition which map is filed in the Steuben County Clerk's Office.

Thence running N 85-15-30 E along the southerly line of Lots No. 40, 39, 38, 37, 36, 35 and 34, respectively, a distance of 334.29 Feet (101.892 Meters) to an iron pin on the westerly line of Pyrex Street,

Thence running S 04-45-24 E along the westerly line of Pyrex Street, a distance of 540.87 Feet (164.857 Meters) to the Point of Beginning, containing 4.060 Acres (1.643 Hectares) of land,

All as more fully shown on a Map of Survey of "Boundary Survey of Lands to Be Conveyed By: City of Corning Urban Renewal Agency", Dated February 11, 1981 and prepared under the supervision of J. Patrick Moore, Licensed Land Surveyor, Corning, New York, a copy of which is attached hereto and intended to be made a part hereof.

BRING the same premises conveyed to Guthrie Clinic, Inc., by deed from Corning Enterprises, Inc, said deed dated November 17, 1988, and recorded November 22, 1988, in the Steuben County Clerk's Office in Liber 1200 of Deeds at Page 303.

LEER 1225 PAGE 310

ACKNOWLEDGMENTS

EXAMINED

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF BRADFORD :

STEUBEN COUNTY CLERK

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared William J. Hasky who acknowledged being the Chairman of Health Care Facilities Authority of Sayre, a Pennsylvania municipality authority, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF BRADFORD :

On this, the 13th day of December, 1988, before me, the undersigned notary public, personally appeared Donald H. Meyers, who acknowledged being the President of WUTHRIE MEDICAL CENTER, a Pennsylvania not-for-profit corporation, and who acknowledged executing as such officer (being authorized to do so), the foregoing instrument for the purposes therein contained by signing the name of such Corporation by such person as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jacqueline Sheridan
Notary Public

NOTARIAL SEAL
JACQUELINE SHERIDAN, Notary Public
Sayre Boro, Bradford County, Pa.
My Commission Expires Nov. 9, 1991

RECORDED
JAN 22 3 16 PM '89
STEUBEN COUNTY
CLERK'S OFFICE

59. AMENDMENT OF DEED RESTRICTIONS

BY

CORNING ENTERPRISES, A DIVISION
OF CORNING INCORPORATED

Instrument Date: 03-23-2004
Acknowledged Date: 03-23-2004
Record Date: 3-23-2004 *Time:* 2:04PM
Instrument Location: Liber 1861 of Deeds; Page 43

For above instrument, see attached copy

DRAFT

Steuben County Clerk Recording Cover Sheet

Received From :
CORNING INC

Return To :
LINDA HOUSER
CORNING INC
1 RIVERFRONT PL
CORNING, NY 14831

First GRANTOR

CORNING ENTERPRISES

First GRANTEE

GUTHRIE CLINIC INC

Index Type : Deeds

Book : 1861

Page : 43

Type of Transaction : Miscellaneous Deed Item W/Out
Tp584

Recording Fee : \$38.50

Recording Pages : 2

Recorded Information

State of New York

County of Steuben

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Steuben County,
New York

On (Recorded Date) : 03/23/2004

At (Recorded Time) : 2:04 PM



Doc ID - 000149170002

Judith M. Hunter
Judith M. Hunter, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York and conforms to
Steuben County Local Law # 10 of 2003. DO NOT DETACH

Printed On : 03/23/2004 At : 2:03:45PM

AMENDMENT OF DEED RESTRICTIONS

THIS RELEASE (the "Release") is made as of this 23rd day of March, 2004, by CORNING ENTERPRISES, a division of CORNING INCORPORATED, a New York corporation with an office at Corning, New York 14831 (collectively referred to as "Corning").

WITNESSETH:

WHEREAS, Corning previously conveyed certain real property to Guthrie Clinic, Inc. by Deed dated November 17, 1988, and recorded in the Steuben County Clerk's Office on November 22, 1988, in Liber 1200 of Deeds, page 305 (the "Deed"); and

WHEREAS, the Deed contained certain restrictions ("Restrictions") regarding the use of the parcel of land described in the Deed, which Corning has now agreed shall be amended to allow the use thereof to be limited to the sale of medical equipment and related supplies and for professional offices and banks or similar financial institutions;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Corning hereby amends the Restrictions to the real property described in the Deed as provided herein.

IN WITNESS WHEREOF, Corning has executed this Release as of the day and year first written above.

CORNING INCORPORATED

By: [Signature]

Its: EVP: CRO

STATE OF NEW YORK)

ss.:

COUNTY OF Steuben)

On the 23rd day of March, in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Kirk P. Gregg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

LINDA K. HOUSER
Notary Public - State of New York
Qualified in Chemung County
#01HO6022311
Commission expires March 29, 2007

60. NAMES PAGE

STEWART TITLE INSURANCE COMPANY hereby certifies that we have examined the Indices listed on the Abstract Certificate herewith, against the names persons or corporations listed below, during the time set opposite their respective names:

Thomas W. Olcutt (D&M)	from Sept. 16, 1855 to Mar. 29, 1870
John Kelly/Kelley (D&M)	from Jan. 29, 1867 to Mar. 17, 1900
Elizabeth Mary Kelly (D&M)	from July 6, 1898 to Sept. 7, 1946
John Kelly (D&M)	from June 23, 1926 to Sept. 7, 1946
Daniel A. Kelly, Ind./Admr. (D&M)	from June 23, 1926 to Sept. 7, 1946
William R. Lanphear (D&M)	from Sept. 2, 1946 to Feb. 12, 1955
Lena E. Lanphear (D&M)	from Apr. 14, 1954 to Feb. 12, 1955
Charles W. Marshall, Exor. (D&M)	from Apr. 14, 1954 to Feb. 12, 1955
Alfred R. Fish (D&M)	
Frances C. Fish (D&M)	from Jan. 19, 1955 to Jan. 5, 1974
City of Corning Urban Renewal Agency	from Aug. 16, 1973 to May 30, 1981
John E. Watson (D&M)	
Jane C. Watson (D&M)	from Aug. 18, 1947 to Nov. 14, 1948
Franklin D. Emick (D&M)	from Sept. 19, 1948 to Sept. 24, 1954
George R. Vanderberg (D&M)	
Minnie M. Vanderberg (D&M & Surro)	from Sept. 21, 1954 to Jan. 25, 1974
Joseph Crisco (D&M)	
Juanita D. Crisco (D&M)	from May 27, 1947 to Dec. 2, 1951
Michael G. Kalinich (D&M & Surro))	
Anna Kalinich (D&M & Surro)	from Nov. 25, 1951 to Jan. 11, 1962
George Kalinich, Gdn./Exor. (D&M)	from July 12, 1961 to Jan. 11, 1962
Cecil A. Greene (D&M)	
Sarah (H.) Marion Greene (D&M & Surro))	from Dec. 28, 1961 to June 22, 1963
Gilbert W. Dann (D&M)	
Carolyn W. Dann (D&M)	from June 19, 1963 to Sept. 12, 1973
Herbert G. VanDeMark (D&M)	
Lorraine N. VanDeMark (D&M)	from aug. 26, 1947 to Mar. 30, 1949
Preston M. Reynolds (D&M)	
Margaret H. Reynolds (D&M)	from Mar. 7, 1949 to Feb. 9, 1957
William S. Weeks (D&M)	
Margaret C. Weeks (D&M)	from Feb. 6, 1957 to Dec. 25, 1963
George E. Sadd (D&M)	
Serepta L. Sadd (D&M)	from Dec. 4, 1963 to Oct. 20, 1973
John F. Mehall (D&M)	
Minnie R. Mehall (D&M)	from Aug. 7, 1947 to May 13, 1949
John R. Gray (D&M)	
Henrietta Gray (D&M)	from June 3, 1948 to May 13, 1949
John D. Young, Referee (Deeds Only)	from June 3, 1948 to May 13, 1949
Buffalo Savings Bank (D&M)	from Mar. 21, 1949 to July 3, 1949
H. Corbin Van Cott (D&M)	
Virginia F. Van Cott (D&M)	from June 28, 1949 to June 8, 1952
Kenneth Enderle (D&M)	
Lucy Enderle (D&M)	from June 5, 1952 to Feb. 26, 1972
Charles B. Wilhelm (D&M)	
Helen J. Wilhelm (D&M)	from Feb 22, 1972 to Oct. 25, 1973
Raymond H. Garner (D&M)	from July 20, 1947 to July 26, 1950
Douglas S. Dawson (D&M)	
Lena L. Dawson (D&M)	from July 16, 1950 to Sept. 12, 1973
(The) Corning Glass Works (D&M)	from June 22, 1891 to Aug. 27, 1947
W.R.Lanphear Construction Company(D&M)	from June 11, 1947 to May 13, 1950

60 (continued)

N. Crystal Gardens, Inc. (D&M)	from Apr. 1, 1951 to Apr. 25, 1973
Steuben Garden Apartments, Inc. (D&M)	from Sept. 11, 1949 to June 10, 1951
(The) Corning Glass Works (D&M)	from Apr. 23, 1973 to Jan. 24, 1974
(The) Corning Glass Works	from May 18, 1981 to May 6, 1987
Corning Enterprises, Inc.	from Jan. 31, 1986 to Nov. 23, 1988
Guthrie Clinic, Inc.	from Nov. 16, 1988 to June 23, 1989
Guthrie Clinic Ltd.)	
Guthrie Medical Group, P.C.)	
Guthrie Medical Center, Lessee)	
Health Care Facilities Authority of Sayre)	from Dec. 12, 1988 to Jan. 7, 2016 at 8:00 A.M.

And we further certify that we have examined the Judgment Dockets against:

Guthrie Clinic Ltd.)	
Guthrie Medical Group, P.C.)	
Guthrie Medical Center, Lessee)	
Health Care Facilities Authority of Sayre)	from Jan. 7, 2006 to Jan. 7, 2016 at 8:00 A.M.

***** END OF PAGE *****

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY , a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs (1225 Deeds, Page 291)** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Criminal and Individual Lien Bonds, Deeds, General Assignments, Judgments (10 years), Federal Tax Liens (10 years), Lis Pendens, Mortgages, Mortgage Sales, Orders Appointing Receivers, Powers of Attorney, Surrogate, UCC-1 indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **9-16-1855** to the date of this Certificate.
2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
3. It found the matters set forth in the Abstract at **Set-Outs 1 through 60**; said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
4. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **7th day of January, 2016** at **7:59** o'clock **A.M.**

STEWART TITLE INSURANCE COMPANY

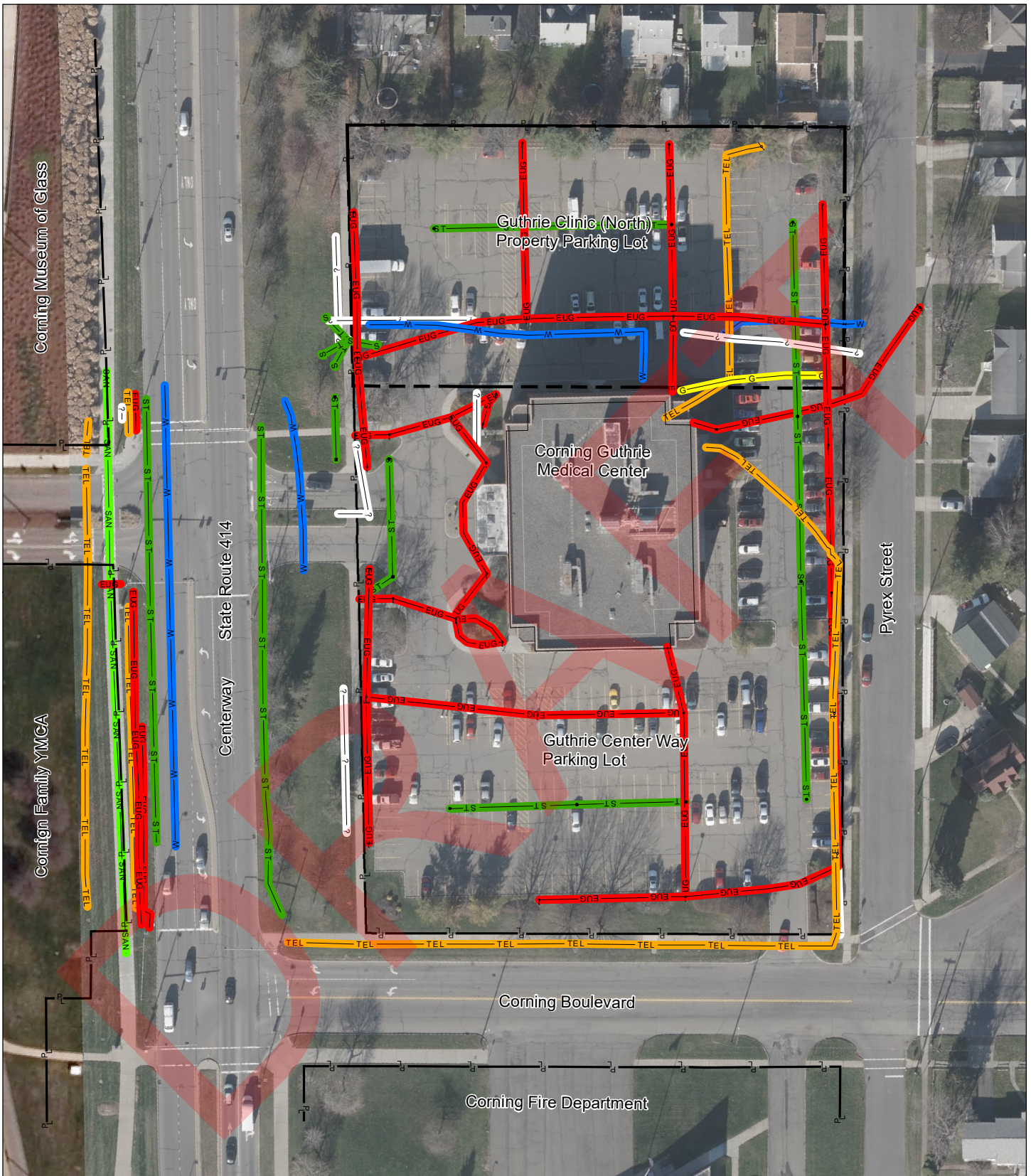
By

Authorized Officer



Appendix B

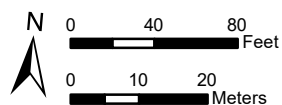
Geophysical Survey Results and Boring, Monitoring Well Construction, and Purge Logs



LEGEND

- Guthrie Clinic (North)
- Property Line
- Building
- Feature
- Gas Line
- Sanitary Line
- Stormwater Line
- Underground Electric
- Unknown Utility
- Water Line
- Communications Line

References:
 Basemap Imagery: Robinson Aerial Imagery, Dec 2015 and
 2016 NYS Statewide Digital Orthoimagery
 Coordinate System: NAD 1983 State Plane NY Central Feet



AECOM

Guthrie Clinic (North)

Figure B-1 Geophysical Survey Results

Centerway
 Corning, NY

9/19/2024

AECOM**Boring ID:** GCNPSB001

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/19/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) N
Date Finished Drilling: 3/19/23	Core Size: 2"	Boring Total Depth: 0- 15 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
0-5'	2.2					
0-3"		0.0		GP	Asphalt, base gravel	GCNPSB001-0-6-IN
3-18"		0.0		GM	Gravel-sand-silt mixture, GP gravel	GCNPSB001-6-12-IN
3-26"		0.0		SM	Fine sand with silt, dark brown	GCNPSB001-12-24-IN
5-10'	4.2					
0-8"		0.0		SM	Fine sand with silt, dark brown	
8-13"		0.0		GM	Gravel-fine sand-silt, dark brown	
13-41"		0.0		SM	Fine sand with silt, light brown to dark brown	
41-44"		0.0		GW	Crushed quartzite gravel	
44-50"		0.0		GM	Gravel-fine sand-silt, dark brown	
10-15'	3.0					GCNPSB001-13-14-FT
0-8"		0.0		GM	Gravel-fine sand-silt, dark brown. Water Table	
8-16"		0.0		GM	Gravel-fine sand-silt, light brown to grey. ~12 ft bgs	
16-36"		0.0		GW	Well graded gravel, 2-30 mm diameter, well rounded	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPSB003

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/19/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/19/23	Core Size: 2"	Boring Total Depth: 0- 15 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
0-5'	3.0					
0-2"		0.0		GP	Asphalt, base gravel	
2-7"		0.0		GM	Gravel-sand-silt, light grey to brown, angular clasts	GCNPSB003-0-6-IN
7-16"		0.0			ABG layer, brick and glass fragments	GCNPSB003-6-12-IN
16-36"		0.0		SM	Fine sand with silt, brown to dark brown	GCNPSB003-12-24-IN
5-10'						
0-10"		0.0		SM	Fine sand with silt, some clay, brown to dark brown	
10-21"					ABG layer, brick and glass fragments	GCNPSB003-6-7-FT
21-24"		0.0		SM	Fine sand with silt, dark brown	
10-15'						GCNPSB003-13-14-FT
0-8"		0.0			ABG (Borehole slough)	
8-36"		0.0		SM	Fine sand-silt, some clay, dark brown	
36-41"		0.0		GM	Gravel-fine sand-silt	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPSB004/GCNMW03

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/19/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/25/23	Core Size: 2"	Boring Total Depth: 0- 25 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
0-5'	3.5					GCNPSB004-0-6-IN
0-2"		0.0			Asphalt, base gravel	
3-8"		0.0		SM	Fine sand with silt, dark brown	
8-12"		0.0			ABG layer, brick and glass fragments	GCNPSB004-6-12-IN
12-41"		0.0		SM	Fine sand with silt, dark brown	GCNPSB004-12-24-IN
5-10'	4.2					
0-10"		0.0		SM	Fine sand with silt and trace brick fragments	
10-50"		0.0		SM	Fine sand with silt, some clay	
10-15'	3.5					GCNPSB004-14-15-FT
0-8"		0.0			Borehole slough, gravel and brick fragments	
8-42"		0.0		GM	Gravel-fine sand-silt, GW-well rounded clasts 32-42" ~14 ft bgs	
					Water saturated ~14 ft bgs	
15-20'	3.0					
0-36"		0.0		GW	Well graded and rounded gravel, with fine sand	
20-25'	3.0					
0-36"		0.0		GW	Well graded and rounded gravel, with fine sand	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPSB005

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/25/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/25/23	Core Size: 2"	Boring Total Depth: 0- 15 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
0-5'	3.6	0.0				
0-3"					Asphalt and base gravel	GCNPSB005-2-6-IN
5-34"				GW	Angular gravel with fine sand and silt, dark brown	GCNPSB005-6-12-IN GCNPSB005-12-24-IN
34-35"					ABG layer, white kiln brick with clear glass fragments	GCNPSB005-34-40-IN
35-43"				SM	Fine sand with silt, some clay, grades black to brown	
5-10'	4.0	0.0				
0-9"					Borehole slough, asphalt	
9-23"				SM	Fine sand with silt, some clay, dark brown	
23-25"					ABG layer, crushed kiln brick with glass coating, buff to tan	GCNPSB005-6-7-FT
25-47"				SM	Fine sand with silt, some clay, dark brown	
10-15'	4.0	0.0				GCNPSB005-14-15-FT
0-4"					Borehole slough, asphalt	
4-25"				SM	Fine sand with silt, some clay, dark brown	
25-38"				SW	Bedded fine to medium sand	
38-47"				GW	Well graded and rounded gravel, with fine sand and silt	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPSB006

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/25/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/25/23	Core Size: 2"	Boring Total Depth: 0- 15 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
						GCNPSB006-2-6-IN GCNPSB006-6-12-IN GCNPSB006-12-27-IN
0-5'	2.6	0.0				
0-3"					Asphalt, base gravel	
3-12"				GW	Angular gravel with fine sand and silt, light brown	
12-14"				SM	Fine sand with silt, dark brown	
14-27"					ABG layer, kiln brick, brick, slag, and glass fragments	
					Uranium glass present	
5-10'	3.9	0.0				
0-5"					Borehole slough, ABG and asphalt	
5-47"				SM	Fine sand with silt, dark brown	
10-15'	2.9	0.0				GCNPSB006-14-15-FT
0-6"					Borehole slough, asphalt and fill	
6-21"				SM	Fine sand with silt and trace gravel	
21-30"				GW	Well graded and rounded gravel, with fine sand	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPMW001

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/19/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/19/23	Core Size: 2"	Boring Total Depth: 0- 22 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness: Asphalt, 2"	Sample Name:
0-5'	4.0	0.0				
2-4"				GM	Asphalt-base gravel grading into gravel-sand-silt mix	
4-8"					ABG layer, brick and glass fragments	
8-48"				SM	Fine sand with silt, dark brown	
5-10'	4.0	0.0				
0-9"				SM	Fine sand with silt, dark brown	
9-48"				GM	Gravel-sand-silt, GP-angular clasts, SM/SC 12-32"	
10-15'	4.0	0.0				
0-6"				SM	Fine sand with silt, dark brown	
6-12"				SM	Fine sand with silt, light brown, trace gravel (GW)	
12-48"				GM	Gravel-fine sand-silt, well rounded clasts 32-48"	
15-20'	4.0	0.0				
0-12"				SM	Fine sand with silt, dark brown	Water Table
12-48"				GM	Gravel-sand-silt, gravel well graded and rounded	~17 ft bgs
20-22'	2.0	0.0				
0-24"				GM	Gravel-fine sand-silt, gravel well graded and rounded	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				

AECOM**Boring ID:** GCNPMW002

Project: Guthrie Clinic North	Drilling Company: Cascade	Type of Surface Material: Asphalt
Project Number: 60646885	Drilling Method: Direct Push	Patching Material: Cold Patch
Date Start Drilling: 3/25/23	Rig Type: Geoprobe 7822DT	Fill Layer >1" (Y/N) Y
Date Finished Drilling: 3/25/23	Core Size: 2"	Boring Total Depth: 0- 25 FT
Physical Location: Guthrie Clinic North Parking Lot		Logged By: Nick Starbuck

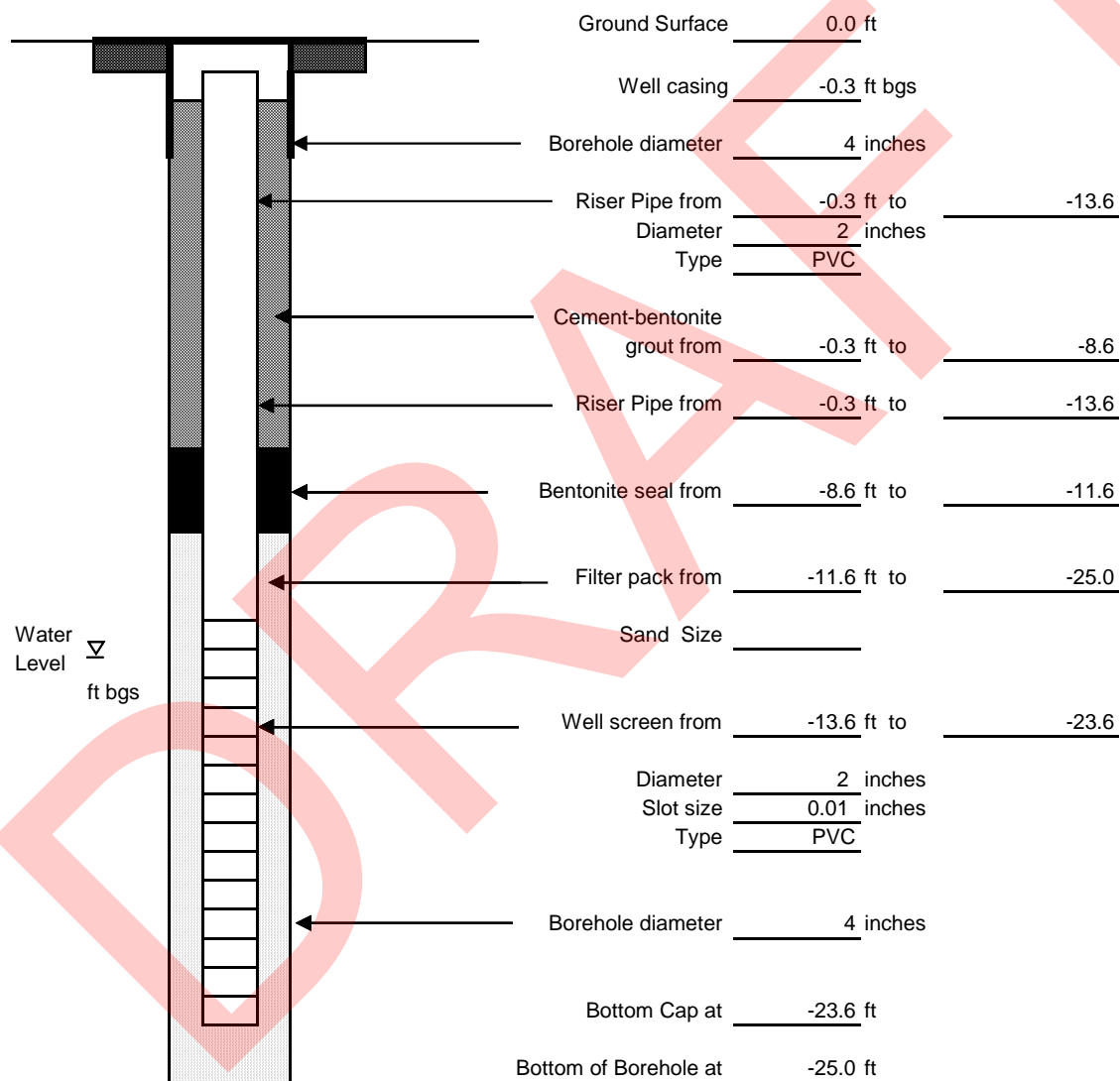
Depth Range (ft)	Recovery (ft)	PID (ppm)	Moisture Content	USCS	Unified Soil Classification System	
					Ground Surface Cover and Thickness:	Sample Name:
0-5'	3.4	0.0				
0-4"					Asphalt, base gravel	
4-28"				SM	Fine sand with silt, trace gravel	
28-41"					ABG layer, dispersed kiln brick and glass fragments mixed with fine sand and silt	
5-10'	4.75	0.0				
0-7"				SM	Fine sand with silt, trace ABG	
7-20"					ABG layer, red-blue-clear-green-yellow glass fragments	
20-57"				SM	Fine sand with silt, some clay, dark brown	
10-15'	3.2	0.0				
0-31"				SM	Fine sand with silt, some clay, dark brown	WT ~17' bgs
31-38"				GW	Well graded and rounded gravel, with fine sand and silt	
15-20'	1.3	0.0				
0-16"				GW	Well graded and rounded gravel, with fine sand and silt	
20-25'	0.7	0.0				
0-0.7"				GW	Well graded and rounded gravel, with fine sand and silt	
Stratigraphic Unit Intervals:				Comments:		
1.)		4.)		TAL metals+Hg,TCL SVOCs TCLP RCRA metals+Hg Full Suite		
2.)		5.)				
3.)		6.)				



Well No. GCNPMW01

Project: Guthrie Clinic (North) Property	Location: Parking Lot	Page 1 of 1	
AECOM Project No.: 60646885	Subcontractor: Matrix	Water Levels	
Surface Elevation: 926.42 Ft	Driller: Richard Reagan	Date	Depth
Top of PVC	Well Permit No.: NA	7/29/23	23.64
Casing Elevation: 926.10 Ft	AECOM Rep.: Nick Starbuck		
Datum: NGVD 1988	Date of Completion: 7/23/2023		

Locking protective flushmount with concrete pad



Note: All measurements based on ground surface at 0.0 feet. (+) above grade. (-) below grade.

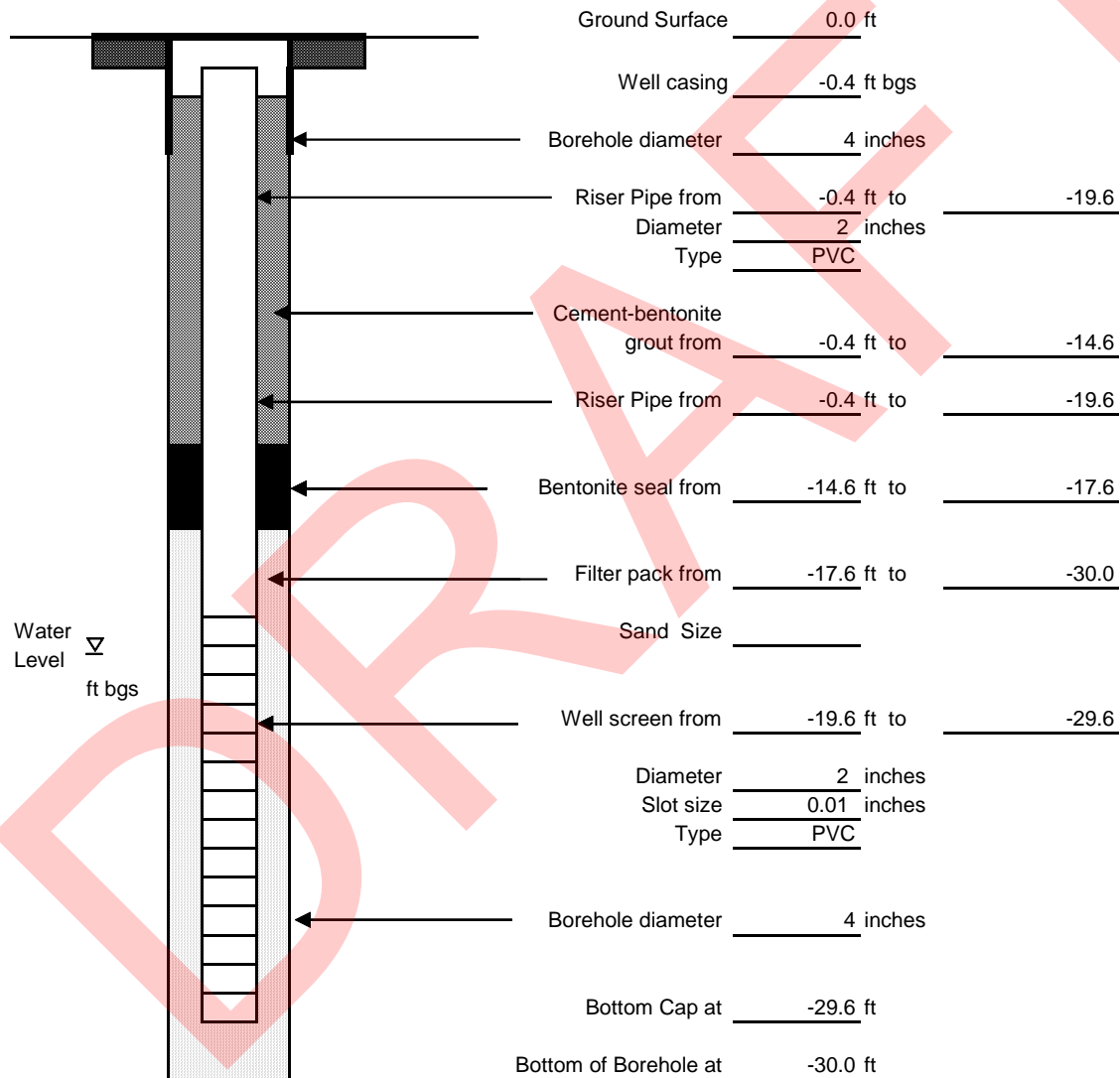
(NOT TO SCALE)



Well No. GCNPMW02

Project: Guthrie Clinic (North) Property	Location: Parking Lot	Page 1 of 1	
AECOM Project No.: 60646885	Subcontractor: Matrix	Water Levels	
Surface Elevation: 926.97 Ft	Driller: Richard Reagan	Date	Depth
Top of PVC	Well Permit No.: NA	7/29/23	29.57
Casing Elevation: 926.52 Ft	AECOM Rep.: Steve Wright		
Datum: NGVD 1988	Date of Completion: 7/8/2023		

Locking protective flushmount with concrete pad



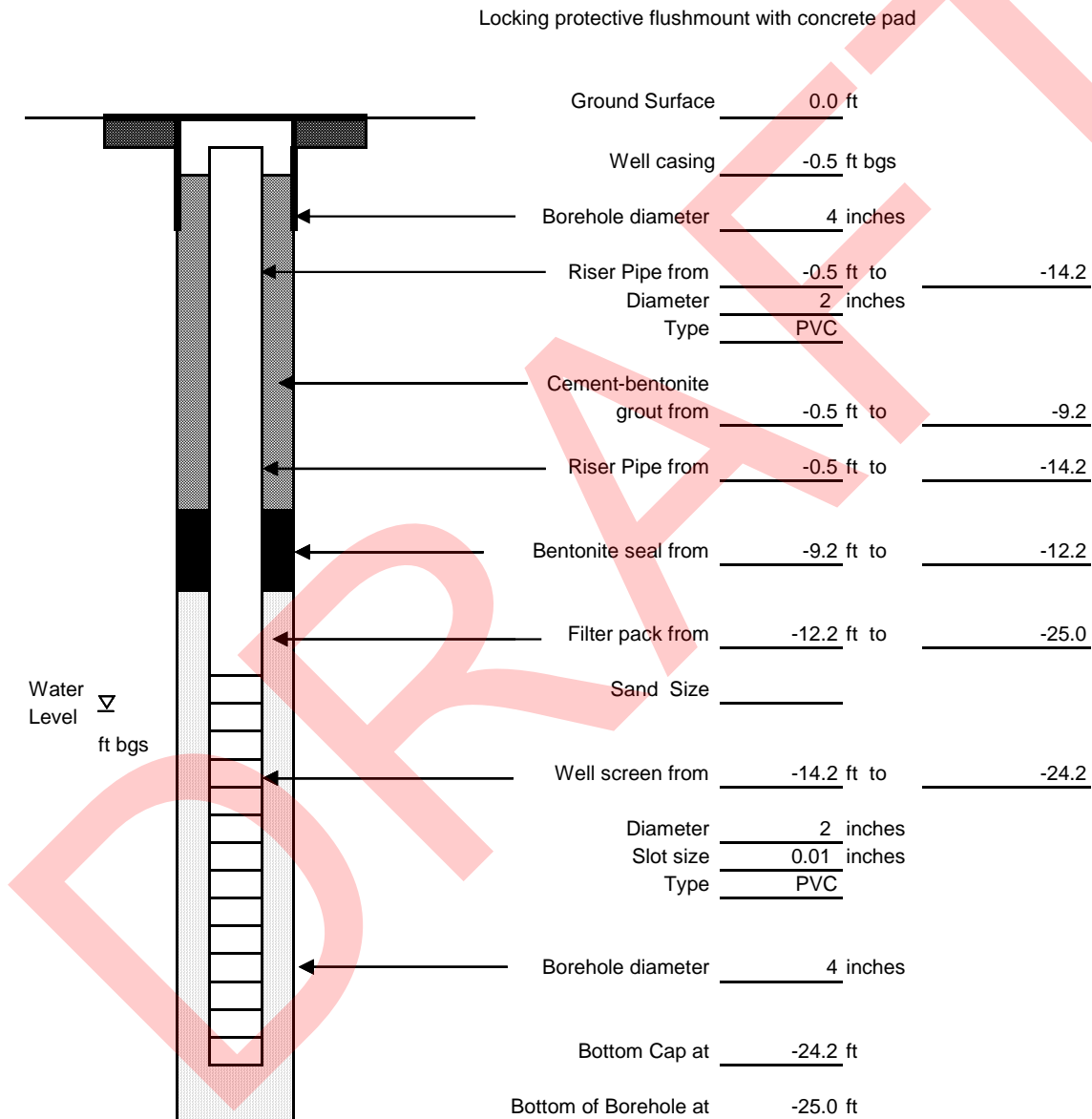
Note: All measurements based on ground surface at 0.0 feet. (+) above grade. (-) below grade.

(NOT TO SCALE)



Well No. GCNPMW03

Project: Guthrie Clinic (North) Property	Location: Parking Lot	Page 1 of 1	
AECOM Project No.: 60646885	Subcontractor: Cascade	Water Levels	
Surface Elevation: 925.78 Ft	Driller: Anthony Brewer	Date	Depth
Top of PVC	Well Permit No.: NA	7/29/23	25.00
Casing Elevation: 925.30 Ft	AECOM Rep.: Steve Wright		
Datum: NGVD 1988	Date of Completion: 4/23/2023		



Note: All measurements based on ground surface at 0.0 feet. (+) above grade. (-) below grade.

(NOT TO SCALE)

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Appendix C

CAMP Results

DRAFT

AECOM

Study Area, Corning NY
 NYSDEC Project ID 851062
 Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
3/18/2023	12:51-12:55	Pre-Sample	14.5	13:03-13:07	Pre-Sample	10.5
	12:55-13:10	During	14.0	13:07-13:23	During	11.0
	13:10-13:25	During	16.0	13:23-13:38	During	12.0
	13:25-13:40	During	16.0	13:38-13:53	During	11.0
	13:40-13:55	During	17.0	13:53-14:07	During	11.0
	13:55-14:10	During	19.0	14:07-14:23	During	10.0
	14:10-14:25	During	20.0	14:23-14:38	During	10.0
	14:25-14:40	During	20.0	14:38-14:53	During	10.0
	14:40-14:55	During	20.0	14:53-15:07	During	10.0
	14:55-15:10	During	20.0	15:07-15:23	During	10.0
	15:10-15:25	During	20.0	15:23-15:38	During	10.0
	15:25-15:40	During	21.0	15:38-15:53	During	10.0
	15:40-15:55	During	21.0	15:53-16:07	During	9.0
	15:55-16:10	During	22.0	16:07-16:23	During	10.0
	16:10-16:25	During	23.0	16:23-16:38	During	10.0
	16:25-16:40	During	23.0	16:38-16:53	During	10.0
	16:40-16:55	During	22.0	16:53-17:07	During	10.0
	16:55-17:10	During	23.0	17:07-17:23	During	10.0
	17:10-17:25	During	24.0	17:23-17:38	During	10.0
	17:25-17:40	During	24.0	17:38-17:53	During	9.0
	17:40-17:55	During	25.0	17:53-18:07	During	8.0
	17:55-18:10	During	25.0	18:07-18:23	During	8.0
	18:10-18:25	During	24.0	18:23-18:38	During	8.0
	18:25-18:38	During	24.0	18:38-18:45	During	8.0
	18:38-18:42	Post-Sample	25.0	18:45-18:49	Post-Sample	8.0
3/19/2023	12:43-12:47	Pre-Sample	2.5	12:50-12:54	Pre-Sample	2.5
	12:47-13:02	During	3.0	12:54-13:09	During	4.0
	13:02-13:17	During	3.0	13:09-13:24	During	6.0
	13:17-13:32	During	7.0	13:24-13:35	During	5.0
	13:32-13:47	During	12.0	13:35-13:54	During	(1)
	13:47-14:02	During	15.0	13:54-14:09	During	(1)
	14:02-14:17	During	17.0	14:09-14:24	During	(1)
	14:17-14:32	During	18.0	14:24-14:38	During	(1)
	14:32-14:47	During	18.0	14:38-14:53	During	16.0
	14:47-15:02	During	19.0	14:53-15:08	During	0.0
	15:02-15:17	During	19.0	15:08-15:23	During	0.0
	15:17-15:32	During	19.0	15:23-15:38	During	5.0
	15:32-15:47	During	19.0	15:38-15:53	During	1.0
	15:47-16:02	During	20.0	15:53-16:08	During	1.0
	16:02-16:17	During	20.0	16:08-16:23	During	1.0
	16:17-16:32	During	20.0	16:23-16:38	During	0.0
	16:32-16:47	During	20.0	16:38-16:53	During	0.0
	16:47-17:02	During	21.0	16:53-17:08	During	2.0

AECOM

Study Area, Corning NY
 NYSDEC Project ID 851062
 Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
	17:02-17:17	During	22.0	17:08-17:23	During	3.0
	17:17-17:32	During	22.0	17:23-17:38	During	2.0
	17:32-17:47	During	23.0	17:38-17:53	During	4.0
	17:50-17:54	Post-Sample	24.0	17:57-18:01	Post-Sample	5.0

Notes:

TWA- Time Weighted Average

 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter

(1) The downwind instrument fell over due to windy conditions and stopped reading at 13:35, but was reset and continued to operate for the remainder of the day at 14:38.

AECOM

Guthrie Clinic (North) Property, Corning NY
 NYSDEC Project ID 851062
 Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
3/25/2023	12:54-12:58	Pre-Sample	15.0	12:44-12:48	Pre-Sample	10.5
	12:58-13:13	During	17.0	12:48-13:03	During	11.0
	13:13-13:28	During	13.0	13:03-13:18	During	16.0
	13:28-13:43	During	12.0	13:18-13:33	During	20.0
	13:43-13:58	During	11.0	13:33-13:48	During	21.0
	13:58-14:13	During	9.0	13:48-14:03	During	20.0
	14:13-14:28	During	7.0	14:03-14:18	During	19.0
	14:28-14:43	During	5.0	14:18-14:33	During	19.0
	14:43-14:58	During	5.0	14:33-14:48	During	17.0
	14:58-15:13	During	4.0	14:48-15:03	During	17.0
	15:13-15:28	During	3.0	15:03-15:18	During	17.0
	15:28-15:43	During	3.0	15:18-15:33	During	17.0
	15:43-15:58	During	3.0	15:33-15:48	During	17.0
	15:58-16:13	During	2.0	15:48-16:03	During	17.0
	16:13-16:28	During	2.0	16:03-16:18	During	16.0
	16:28-16:43	During	2.0	16:18-16:33	During	16.0
	16:43-16:58	During	2.0	16:33-16:48	During	16.0
	16:58-17:13	During	2.0	16:48-17:03	During	17.0
	17:13-17:28	During	3.0	17:03-17:18	During	17.0
	17:28-17:43	During	3.0	17:18-17:33	During	16.0
	17:43-17:58	During	3.0	17:33-17:48	During	16.0
	17:58-18:11	During	3.0	17:48-18:03	During	16.0
	18:11-18:13	Post-Sample	3.0	18:03-18:07	Post-Sample	16.0

Notes:

TWA- Time Weighted Average

 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter

AECOM

Guthrie Clinic (North) Property, Corning NY

NYSDEC Project ID 851062

Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
4/22/2023	17:30-17:45	Pre-Drilling	2.0	17:35-17:50	Pre-Drilling	15.0
	17:45-18:00	During	2.0	17:50-18:05	During	15.0
	18:00-18:15	During	1.0	18:05-18:20	During	15.0
	18:15-18:30	During	1.0	18:20-18:35	During	15.0
	18:30-18:45	Post-Drilling	1.0	18:35-18:50	Post-Drilling	16.0
4/23/2023	12:34-12:49	Pre-Drilling	13.0	12:30-12:45	Pre-Drilling	14.0
	12:49-13:04	During	15.0	12:45-13:00	During	16.0
	13:04-13:19	During	16.0	13:00-13:15	During	15.0
	13:19-13:34	During	14.0	13:15-13:30	During	14.0
	13:34-13:49	During	14.0	13:30-13:45	During	14.0
	13:49-14:04	During	14.0	13:45-14:00	During	14.0
	14:04-14:19	During	13.0	14:00-14:15	During	12.0
	14:19-14:34	During	12.0	14:15-14:30	During	11.0
	14:34-14:49	During	12.0	14:30-14:45	During	11.0
	14:49-15:04	During	12.0	14:45-15:00	During	12.0
	15:04-15:19	During	12.0	15:00-15:15	During	11.0
	15:19-15:34	During	12.0	15:15-15:30	During	11.0
	15:34-15:49	During	13.0	15:30-15:45	During	12.0
	15:49-16:04	During	12.0	15:45-16:00	During	12.0
	16:04-16:19	During	12.0	16:00-16:15	During	11.0
	16:19-16:34	During	11.0	16:15-16:30	During	10.0
	16:34-16:49	During	11.0	16:30-16:45	During	11.0
	16:49-17:04	During	12.0	16:45-17:00	During	11.0
	17:04-17:19	During	15.0	17:00-17:15	During	10.0
	17:19-17:34	During	13.0	17:15-17:30	During	10.0
	17:34-17:49	During	11.0	17:30-17:45	During	9.0
	17:49-18:04	During	9.0	17:45-18:00	During	8.0
	18:04-18:19	During	9.0	18:00-18:15	During	8.0
	18:19-18:34	Post-Drilling	8.0	18:15-18:30	Post-Drilling	7.0

Notes:

TWA - Time Weighted Average

 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter

AECOM

Guthrie Clinic (North) Property, Corning NY

NYSDEC Project ID 851062

Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
7/8/2023	12:57-13:12	Pre-Drilling	20.0	12:55-13:10	Pre-Drilling	16.0
	13:12-13:27	During	19.0	13:10-13:25	During	16.0
	13:27-13:42	During	19.0	13:25-13:40	During	16.0
	13:42-13:57	During	18.0	13:40-13:55	During	16.0
	13:57-14:12	During	18.0	13:55-14:10	During	16.0
	14:12-14:27	During	18.0	14:10-14:25	During	15.0
	14:27-14:42	During	18.0	14:25-14:40	During	15.0
	14:42-14:57	During	18.0	14:40-14:55	During	15.0
	14:57-15:12	During	17.0	14:55-15:10	During	15.0
	15:12-15:27	During	18.0	15:10-15:25	During	16.0
	15:27-15:42	During	18.0	15:25-15:40	During	16.0
	15:42-15:57	During	18.0	15:40-15:55	During	16.0
	15:57-16:12	During	18.0	15:55-16:10	During	16.0
	16:12-16:27	During	18.0	16:10-16:25	During	16.0
	16:27-16:42	During	18.0	16:25-16:40	During	17.0
	16:42-16:57	During	18.0	16:40-16:55	During	16.0
	16:57-17:12	During	18.0	16:55-17:10	During	16.0
	17:12-17:27	During	18.0	17:10-17:25	During	17.0
	17:27-17:42	During	18.0	17:25-17:40	During	17.0
	17:42-17:57	During	18.0	17:40-17:55	During	17.0
	17:57-18:12	During	18.0	17:55-18:10	During	16.0
	18:12-18:27	Post-Drilling	18.0	18:10-18:25	Post-Drilling	17.0

Notes:

TWA - Time Weighted Average

 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter

AECOM

Guthrie Clinic (North) Property, Corning NY

NYSDEC Project ID 851062

Air Monitoring Results

Date	Upwind			Downwind		
	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)	Time	Type of Reading	TWA Mass Reading ($\mu\text{g}/\text{m}^3$)
7/23/2023	12:59-13:14	Pre-Sample	27.0	13:06-13:21	Pre-Sample	25.0
	13:14-13:29	During	26.0	13:21-13:36	During	24.0
	13:29-13:44	During	25	13:36-13:51	During	23.0
	13:44-13:59	During	24.0	13:51-14:06	During	23.0
	13:59-14:14	During	23.0	14:06-14:21	During	22.0
	14:14-14:29	During	23.0	14:21-14:36	During	22.0
	14:29-14:44	During	24.0	14:36-14:51	During	23.0
	14:44-14:59	During	24.0	14:51-15:06	During	23.0
	14:59-15:14	During	24.0	15:06-15:21	During	23.0
	15:14-15:29	During	24.0	15:21-15:36	During	23.0
	15:29-15:44	During	23.0	15:36-15:51	During	22.0
	15:44-15:59	During	24.0	15:51-16:06	During	22.0
	15:59-16:14	During	24.0	16:06-16:21	During	22.0
	16:14-16:29	During	24.0	16:21-16:36	During	22.0
	16:29-16:44	During	24.0	16:36-16:51	During	22.0
	16:44-16:59	During	24.0	16:51-17:06	During	23.0
	16:59-17:14	During	24.0	17:06-17:21	During	23.0
	17:14-17:29	During	24.0	17:21-17:36	During	23.0
	17:29-17:44	During	25.0	17:36-17:51	During	23.0
	17:44-17:59	During	25.0	17:51-18:06	During	24.0
	17:59-18:14	During	25.0	18:06-18:21	During	24.0
	18:14-18:29	During	26.0	18:21-18:36	During	24.0
	18:29-18:44	During	26.0	18:36-18:51	During	24.0
	18:44-18:59	During	26.0	18:51-19:06	During	24.0
	18:59-19:14	During	26.0	19:06-19:21	During	24.0
	19:14-19:29	During	28.0	19:21-19:36	During	25.0
	19:29-19:44	During	27.0	19:36-19:51	During	24.0
	19:44-19:59	During	26.0	19:51-20:06	During	25.0
	19:59-20:14	During	26.0	20:06-20:21	During	24.0
	20:14-20:29	Post-Sample	25.0	20:21-20:36	Post-Sample	24.0

Notes:

TWA - Time Weighted Average

 $\mu\text{g}/\text{m}^3$ - micrograms per cubic meter



Appendix D

Photo Logs

DRAFT

AECOM		PHOTOGRAPHIC LOG
Client Name: Corning Incorporated		Site Location: Guthrie Medical Center North Parking Lot
Photo No. 1	Date: 3/19/2023	
Boring Location: GCNPSB001 Boring Depth: 0-15 ft		

Photo No. 2	Date: 3/19/2023	
Boring Location: GCNPSB001 Boring Depth: 0-15 ft		

AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**3****Date:**

3/19/2023

Boring Location:

GCNPSB001

Boring Depth:

0-15 ft

**Photo No.****4****Date:**

3/19/2023

Boring Location:

GCNPSB001

Boring Depth:

0-15 ft



AECOM**PHOTOGRAPHIC LOG****Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.

5

Date:

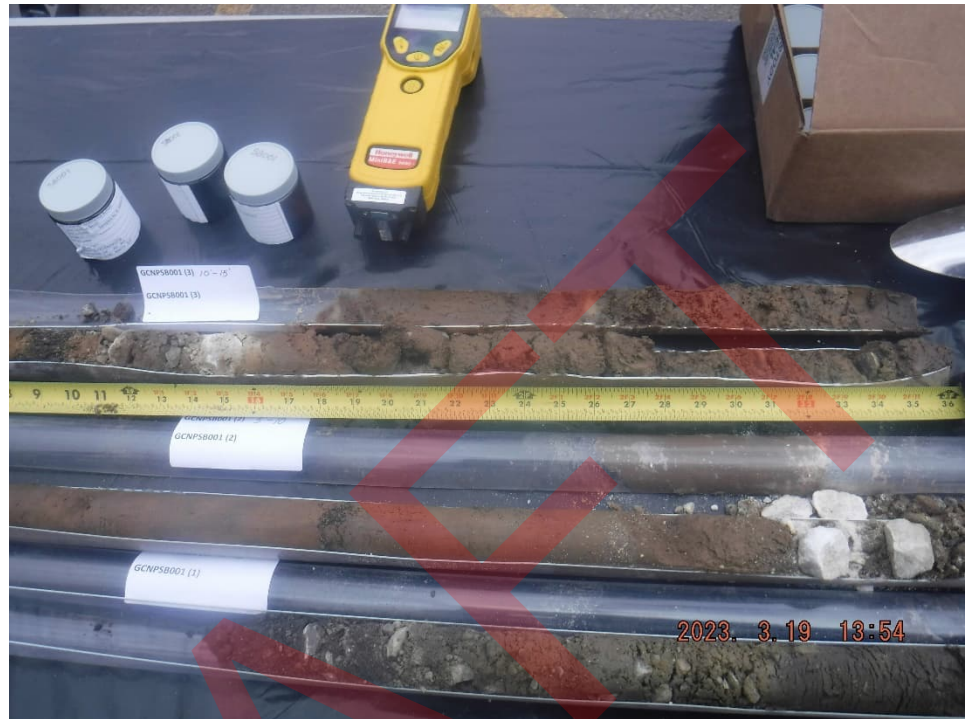
3/19/2023

Boring Location:

GCNPSB001

Boring Depth:

0-15 ft

**Photo No.**

6

Date:

3/19/2023

Boring Location:

GCNPSB002

Boring Depth:

0-15 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**7****Date:**

3/19/2023

Boring Location:

GCNPSB002

Boring Depth:

0-15 ft

**Photo No.****8****Date:**

3/19/2023

Boring Location:

GCNPSB002

Boring Depth:

0-15 ft



AECOM**PHOTOGRAPHIC LOG****Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**9****Date:**

3/19/2023

Boring Location:

GCNPSB002

Boring Depth:

0-15 ft

**Photo No.****10****Date:**

3/19/2023

Boring Location:

GCNPSB002

Boring Depth:

0-15 ft



AECOM**PHOTOGRAPHIC LOG****Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**11****Date:**

3/19/2023

Boring Location:

GCNPSB003

Boring Depth:

0-15 ft

**Photo No.****12****Date:**

3/19/2023

Boring Location:

GCNPSB003

Boring Depth:

0-15 ft




AECOM		PHOTOGRAPHIC LOG
Client Name: Corning Incorporated		Site Location: Guthrie Medical Center North Parking Lot
Photo No. 13	Date: 3/25/2023	
Boring Location: GCNPSB005 Boring Depth: 0-15 ft		

Photo No. 14	Date: 3/25/2023	
Boring Location: GCNPSB005 Boring Depth: 0-15 ft		

AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**15****Date:**

3/25/2023

Boring Location:

GCNPSB005

Boring Depth:

0-15 ft

**Photo No.****16****Date:**

3/25/2023

Boring Location:

GCNPSB005

Boring Depth:

0-15 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**17****Date:**

3/25/2023

Boring Location:

GCNPSB005

Boring Depth:

0-15 ft

**Photo No.****18****Date:**

3/25/2023

Boring Location:

GCNPSB006

Boring Depth:

0-15 ft



AECOM**PHOTOGRAPHIC LOG****Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**19****Date:**

3/25/2023

Boring Location:

GCNPSB006

Boring Depth:

0-15 ft

**Photo No.****20****Date:**

3/25/2023

Boring Location:

GCNPSB006

Boring Depth:

0-15 ft





AECOM		PHOTOGRAPHIC LOG
Client Name: Corning Incorporated		Site Location: Guthrie Medical Center North Parking Lot
Photo No. 21	Date: 3/25/2023	
Boring Location: GCNPSB006 Boring Depth: 0-15 ft		

Photo No. 22	Date: 3/18/2023	
Boring Location: GCNPSS001 Boring Depth: 0-2 ft		

AECOM**PHOTOGRAPHIC LOG****Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**23****Date:**

3/18/2023

Boring Location:

GCNPSS001

Boring Depth:

0-2 ft

**Photo No.****24****Date:**

3/18/2023

Boring Location:

GCNPSS002

Boring Depth:

0-2.3 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**25****Date:**

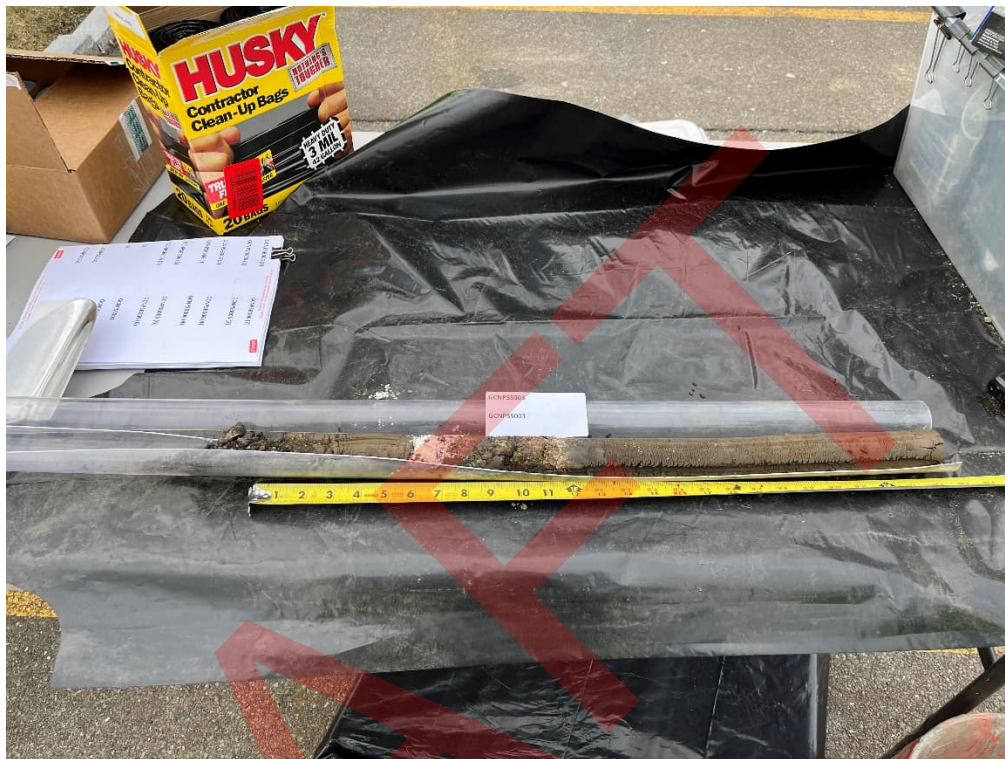
3/18/2023

Boring Location:

GCNPSS003

Boring Depth:

0-2.2 ft

**Photo No.****26****Date:**

3/18/2023

Boring Location:

GCNPSS004

Boring Depth:

0-2.5 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**27****Date:**

3/18/2023

Boring Location:

GCNPSS005

Boring Depth:

0-2.5 ft

**Photo No.****28****Date:**

3/18/2023

Boring Location:

GCNPSS006

Boring Depth:

0-2 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**29****Date:**

3/18/2023

Boring Location:

GCNPSS007

Boring Depth:

0-2.4 ft

**Photo No.****30****Date:**

3/19/2023

Boring Location:

GCNPMW01

Boring Depth:

0-22 ft



2023. 3. 19 15:57

AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**31****Date:**

3/19/2023

Boring Location:

GCNPMW01

Boring Depth:

0-22 ft

**Photo No.****32****Date:**

3/25/2023

Boring Location:

GCNPMW02

Boring Depth:

0-25 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**33****Date:**

3/25/2023

Boring Location:

GCNPMW02

Boring Depth:

0-25 ft

**Photo No.****34****Date:**

3/25/2023

Boring Location:

GCNPMW02

Boring Depth:

0-25 ft



AECOM*PHOTOGRAPHIC LOG***Client Name:**

Corning Incorporated

Site Location:

Guthrie Medical Center North Parking Lot

Photo No.**35****Date:**

3/25/2023

Boring Location:

GCNPMW02

Boring Depth:

0-25 ft

