

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT FUND

HSBC BANK USA  
ELMIRA, NY 14902  
10-2/220

22008

11/19/2003

PAY TO THE  
ORDER OF Chemung County Clerk

\$ \*\*181.00

One Hundred Eighty-One and 00/100\*\*\*\*\* DOLLARS

COPY NOT NEGOTIABLE

MEMO Rec: city deed for former Chemung Foundry/American LaFranc

⑈022008⑈ ⑈022000020⑈ 315013303⑈

CITY OF ELMIRA COMMUNITY DEVELOPMENT FUND

22008

Chemung County Clerk

11/19/2003

8686429 · Gen.Admin-contractual:40229 · Admin- Rec: city deed for former Chemung Foundry/American LaFranc

181.00

Cash-MMT

Rec: city deed for former Chemung Foundry/American LaF

181.00

CITY OF ELMIRA COMMUNITY DEVELOPMENT FUND

22008

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181.00

RECEIPT  
CHEMUNG COUNTY CLERK  
CATHERINE HUGHES  
COUNTY CLERK

RECEIPT: 00075522 OPR: CLERK1

CITY OF ELMIRA  
CITY HALL  
CHURCH ST  
ELMIRA, NY 14901

DESCRIPTION	TRANS AMOUNT
DEED REC	11.00
REC SHEET	3.00
GAINS AFFD	5.00
RMO - ST	4.75
RMO - CNTY	1.00
E&A-ST	41.00
E&A-CO	9.00
RMO-COMP R	14.25
Total Fees	89.00

DEED # D 2003001306  
DATE: 11/20/2003 TIME: 3:08:47  
B/P 000000 00000 Control# 200311200102  
1 CITY OF ELMIRA

2 CITY OF ELMIRA

181.00

N.Y. DEED - QUIT CLAIM

THIS INDENTURE Made the <sup>14</sup> day of Nov. Two Thousand and Three

COUNTY OF CHEMUNG  
COUNTY CLERK'S OFFICE  
2003 NOV 20 P 3:10

Between **THE CITY OF ELMIRA, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 317 East Church Street, Elmira, NY 14901, party of the first part, also referred to as the Grantor.

and **THE CITY OF ELMIRA, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 317 East Church Street, Elmira, NY 14901, party of the second part, also referred to as the Grantee,

Witnesseth that the party of the first part, in consideration of ONE and 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby remise, release and quitclaim unto the party of the second part, heirs and assigns forever,

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows: **BEGINNING** at a point on the southwesterly boundary of the existing Erie Street, at the intersection of said boundary with the southeasterly boundary of the existing East LaFrance Street, said point being 284 feet, more or less, distant northeasterly, measured at right angles, from station ER34+09, more or less, of the hereinafter described survey base line for the construction of the City of Elmira, North-South Arterial, Pennsylvania Avenue to Cedar Street; thence southeasterly along the southwesterly boundary of said existing Erie Street, a distance of 562 feet, more or less, to its intersection with the northwesterly boundary of the existing Home Street, the last mentioned point being 532 feet, more or less, distant easterly, measured at right angles, from station ER29+10, more or less, of said base line; thence southwesterly along the northwesterly boundary of said existing Home Street a distance of 504 feet, more or less, to the intersection of said boundary with the division line between the property of A-T-O, Inc. (reputed owner) on the northeast and the property of the Consolidated Rail Corporation (reputed owner) on the southwest; the last mentioned point being 68 feet, more or less, distant easterly, measured at right angles, from station ER27+12, more or less of said base line; thence along said division line, the following four (4) courses and distances: (1) northwesterly, a distance of 21 feet, more or less, to a point 60 feet, more or less distant easterly, measured at right angles, from station ER27+31, more or less, of said base line; (2) thence northerly, a distance of 80 feet, more or less, to a point 59.87 feet, more or less, distant easterly, measured at right angles, from station ER28+11.32, more or less, of said base line; (3) thence northeasterly, a distance of 0.46 feet, more or less, to a point 60.32 feet, more or less, distant easterly, measured at right angles, from station ER28+11.36, more or less, of said base line; (4) thence northerly, a distance of 507 feet, more or less, to its intersection with the southeasterly boundary of said existing East LaFrance Street, the last mentioned point being 61 feet, more or less, distant northeasterly, measured at right angles, from station ER33+18, more or less, of said base line; thence northeasterly along the southeasterly boundary of said existing East LaFrance Street, a distance of 241 feet, more or less, to the point of beginning; being 4.848 acres, more or less. Said premises are commonly known as 100 East LaFrance Street; Tax Map No. 99.12-2-1.11.

**BEING** a portion of the premises conveyed to the City of Elmira by deed dated November 9, 1984 and recorded in the Chemung County Clerk's Office in Liber 709 of Deeds at Page 514.

**EXCEPTING ALL THAT TRACT OT PARCEL OF LAND**, situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows: **COMMENCING** and beginning at an iron pin at a point where the west line of Erie Street meets the north line of Home street; running thence S 44°49'43" W along the north line of Home Street, a distance of 319.03 feet to a point of intersection with the former east line of Junction Street, running thence N 41°25'17" W along the former east line of Junction Street, a distance of 75.16 feet to a point; running thence N 44°59'43" E along a line that is parallel to and 75 feet north of the north line of Home Street, a distance of 309.66 feet to a point of intersection with the west line of Erie Street, running thence S 48°34'17" E along the west line of Erie Street, a distance of 75.16 feet to the place of beginning; containing 0.542 acres. Said premises are commonly known as 690 Erie Street; Tax Map No. 99.12-2-1.12.

**AND FURTHER EXCEPTING ALL THAT TRACT OT PARCEL OF LAND**, situate in the City of Elmira, County of Chemung and State of New York, bounded and described as follows:

**BEGINNING** at a drill hole found at the intersection of the southeasterly boundary line of LaFrance Street with the southwesterly boundary line of Erie Street;

Thence S. 48 degrees 34' 17" E., along said boundary line of Erie Street, a distance of 115.00 feet to an iron pin set;

Thence S. 44 degrees 59' 43" W., passing through lands of the City of Elmira (Reputed Owner) Liber 709, Page 514, a distance of 227.29 feet to an iron pin set;

Thence N. 11 degrees 47' 43" W., continuing through lands of the City of Elmira and along the easterly side of a parcel reserved for the New York State Department of Transportation, a distance of 137.18 feet to an iron pin found in the aforesaid southeasterly boundary of LaFrance Street;

Thence N. 44 degrees 59' 43" E., along said boundary of LaFrance Street, a distance of 145.00 feet to the point or place of beginning.

Containing 0.491 acres (21,365 sq. ft.) of land, more or less. Said premises are commonly known as 600 Erie Street; Tax Map No. 99.12-2-1.2.

**SUBJECT** to all utility easements of record.

**SUBJECT** to the following Restrictive Covenant in Favor of the State of New York and the New York State Department of Environmental Conservation (NYSDEC):

The real property conveyed herein by this deed has been investigated in accordance with the terms and conditions of the "Environmental Restoration Program" established under the 1996 Clean Water/Clean Air Bond Act, as set forth in title 5 of article 56 of the New York State Environmental Conservation Law ("ECL") and its accompanying regulations, and is subject to the terms and conditions set forth in such laws and regulations. This real property is further subject to the terms and conditions of the following State Assistance Contract (SAC) entered into by the City of Elmira ("Municipality") and the New York State Department of Environmental Conservation ("NYSDEC"):

An investigation State Assistance Contract ("SAC") No. C300928, filed in the Chemung County Clerk's Office in August 1999, Receipt No. 207469 at Fiche 142 Page 26 Code Misc; and any amendments thereto.

Additionally, the real property is subject to the terms and conditions of a Record of Decision (ROD) relating to the investigation of the real property, as prepared by NYSDEC dated March 26, 2002, and on file in the central office of the NYSDEC.

The Grantee agrees to the following conditions with respect to the use of the real property described herein:

(a) the property shall not be used for any purpose other than an industrial or commercial use. The commercial use of the property will exclude activities such as day care centers.

(b) the Municipality and successors in title shall implement the following engineering controls over the property:

(i) site soil that is excavated and is intended to be removed from the property must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives.

(ii) any soil areas on the property that are not covered by an impervious product such as concrete or asphalt must be covered with a minimum of one foot of clean soil and seeded. A geotextile fabric or similar material must be installed between the soil cover and the existing surface soils to stabilize and serve as a demarcation between the clean soil cover and the contaminated soils below.

(iii) property owners shall annually certify to the NYSDEC that the remedy continues to be maintained in accordance with the Record of Decision (ROD).

The Grantor hereby declares that the real property described herein and being conveyed by this instrument shall be held, sold and conveyed subject to each and every term, covenant, condition and restriction set forth in the afore-mentioned law, regulations, contracts, and ROD. All such terms, covenants, conditions, and restrictions shall constitute covenants that shall run with the land and shall be binding on all parties including heirs, successors, and assigns having any right, title or interest in this real property, or any part thereof, and may not be released or modified without the prior written approval of the NYSDEC. The Grantor further declares that any use or occupancy of the real property conveyed herein by this deed is limited to the uses identified up above. Any "change in use" which includes, but is not limited to, construction on or conveyance of the real property, is defined in ECL 56-0511 (3)(i), and is subject to the requirements set forth

in section 56-0511 of the ECL, which requirements minimally include the prior notice and approval of NYSDEC, or its successor. The Grantor additionally promises that every deed, subsequent to this deed, shall contain this restrictive covenant and all subsequent owners shall be deemed to covenant by acceptance of a deed to be bound by these restrictive covenants. The Grantor also declares that the State of New York, NYSDEC, as well as its successors or assigns, shall be entitled to enforce the terms of this restrictive covenant.

The purpose of this deed is to establish the above Restrictive Covenants in favor of the State of New York.

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

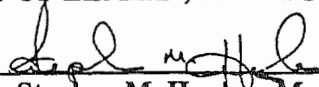
To have and to hold the premises herein granted unto the part of the second part, heirs and assigns forever.

Subject to the Trust Fund provisions of Section 13 of the Lien Law.

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

In Presence of

CITY OF ELMIRA, NEW YORK

By  L.S.  
Stephen M. Hughes, Mayor  
Resolution No. 2003-371

STATE OF NEW YORK

)  
) SS:  
)

COUNTY OF Chemung

On this 10<sup>th</sup> day of November, Two Thousand and Three, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen M. Hughes, 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.

Stephen R. Hoffmann  
Notary Public, State of New York  
Chemung County, No. 02HO6077501  
Commission Expires, July 15, 2006

  
Notary Public