



**Harter Secrest & Emery LLP**  
ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

November 10, 2017

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

City Clerk  
City of Corning  
500 Nasser Civic Center Plaza #1  
Corning, NY 14830

County Manager  
Steuben County  
3 East Pulteney Square  
Bath, NY 14810

**Re: Environmental Easement**

Dear Sir or Madam:

Enclosed please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("DEC" or "department") by Corning Properties, Inc. concerning property located at 176 East Denison Parkway and 201 East First Street, City of Corning, Steuben County, and having Tax Map Numbers of 318.09-01-018.000 and 318.09-01-013.000, respectively, and also known as New York State Brownfield Cleanup Program Site No: C851049 (the "Site"). This Environmental Easement was filed in the Steuben County Clerk's Office on September 8, 2017 at Book 2670, Page 32.

The Environmental Easement restricts future use of the above-referenced property to Restricted Residential, Commercial, and Industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan that is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

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

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer

such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the DEC is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Harter Secrest & Emery LLP

A handwritten signature in black ink, appearing to read "Gregory P. Scholand". The signature is fluid and cursive, with the first name "Gregory" written in a stylized, somewhat abbreviated manner.

Gregory P. Scholand

DIRECT DIAL: 716.844.3714

EMAIL: GSCHOLAND@HSELAW.COM

Enclosure



STEUBEN COUNTY – STATE OF NEW YORK  
JUDITH M. HUNTER, COUNTY CLERK  
3 EAST PULTENEY SQUARE, BATH, NEW YORK 14810

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 2670 / 32

Receipt#: 20170030003  
Clerk: DMN  
Rec Date: 09/08/2017 10:11:58 AM  
Doc Grp: DEE  
Descrip: EASEMENTS  
Num Pgs: 11  
Rec'd Frm: HARTER SECREST & EMERY LLP

Party1: CORNING PROPERTIES INC  
Party2: NYS PEOPLE  
Town: CORNING CITY

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 100.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 100.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 449  
Transfer Tax  
Consideration: 0.00

Total: 0.00

Record and Return To:

HARTER SECREST & EMERY  
1600 BAUSCH & LOMB PL  
ROCHESTER NY 14604-7051

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Steuben County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.

*Judith M. Hunter*

Judith M. Hunter  
Steuben County Clerk

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

THIS INDENTURE made this 21<sup>st</sup> day of August, 2017, between Owner(s) Corning Properties, Inc., having an office at 1 Guthrie Drive, Corning, New York 14830, County of Steuben, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 176 East Denison Parkway in the City of Corning, County of Steuben and State of New York, known and designated on the tax map of the County Clerk of Steuben as tax map parcel numbers: Section 318.09 Block 01 Lot 018.00, being the same as that property conveyed to Grantor by deed dated February 23, 2016 and recorded in the Steuben County Clerk's Office in Liber and Page 2580/158. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 4.054 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 12, 2017 prepared by Daniel L. Walter, L.L.S. of Fagan Engineers & Land Surveyors PC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Parcel "A" in Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 201 East First Street in the City of Corning, County of Steuben and State of New York, known and designated on the tax map of the County Clerk of Steuben as tax map parcel numbers: Section 318.09 Block 01 Lot 013, being the same as that property conveyed to Grantor by deed dated February 23, 2016



and recorded in the Steuben County Clerk's Office in Liber and Page 2580/158. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.717 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 12, 2017 prepared by Daniel L. Walter, L.L.S. of Fagan Engineers & Land Surveyors PC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Parcel "B" in Schedule A; and

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

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C851049-06-15 as amended January 29, 2016, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

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

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

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

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

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

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

(4) The use of groundwater underlying the property is prohibited without

necessary water quality treatment as determined by the NYSDOH or the Steuben County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
  - (i) are in-place;
  - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
  - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

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

Parties shall address correspondence to:      Site Number: C851049  
Office of General Counsel  
NYSDEC

625 Broadway  
Albany New York 12233-5500

With a copy to:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

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

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

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

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

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

**Remainder of Page Intentionally Left Blank**

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

Corning Properties, Inc.:

By: 

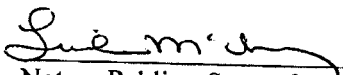
Print Name: Garrett Hoover

Title: President Date: 7-28-17

Grantor's Acknowledgment

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

On the 28<sup>th</sup> day of July, in the year 2017, before me, the undersigned, personally appeared Garrett Hoover, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

LINDA M. JESKEY  
NOTARY PUBLIC - STATE OF NEW YORK  
COMMISSION EXPIRES 12/31/2018  
COUNTY OF Steuben  
COMMISSION BEGINS 1/1/2018

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

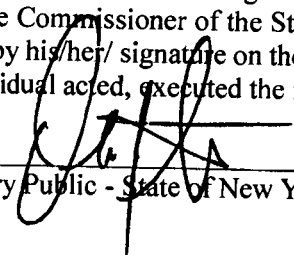
By: 

Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 21<sup>ST</sup> day of August, in the year 2017, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

**SCHEDULE "A" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT AREA DESCRIPTION:**

**PARCEL "A"**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF CORNING,  
COUNTY OF STEUBEN AND STATE OF NEW YORK, BEING MORE PARTICULARLY  
BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE MARKING THE INTERSECTION OF  
THE SOUTHERLY RIGHT OF WAY LINE OF DENISON PARKWAY EAST WITH THE  
EASTERLY RIGHT OF WAY LINE OF CHEMUNG STREET; THENCE

1. S 76° 01' 35" E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF DENISON  
PARKWAY EAST, A DISTANCE OF 504.65 FEET TO A POINT; THENCE
2. S 13° 58' 25" W, A DISTANCE OF 350.00 FEET TO A POINT LYING ON THE  
NORTHERLY RIGHT OF WAY LINE OF EAST FIRST STREET; THENCE
3. N 76° 01' 35" W, A DISTANCE OF 504.65 FEET TO A POINT LYING AT RIGHT OF  
WAY LINE AT THE INTERSECTION OF EAST FIRST STREET, AND CHEMUNG  
STREET; THENCE
4. N 13° 58' 25" E, A DISTANCE 165.00 FEET ALONG THE EASTERLY RIGHT OF  
WAY OF CHEMUNG STREET TO A POINT; THENCE
5. N 13° 58' 25" E ALONG THE EASTERLY RIGHT OF WAY LINE OF CHEMUNG  
STREET A DISTANCE OF 20.00 FEET TO A POINT; THENCE
6. N 13° 58' 25" E, ALONG THE EASTERLY RIGHT OF WAY LINE OF CHEMUNG  
STREET A DISTANCE OF 165.00 FEET TO A POINT AND THE PLACE OF BEGINNING  
AND CONTAINING 4.054 ACRES.

**PARCEL "B"**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF CORNING,  
COUNTY OF STEUBEN AND STATE OF NEW YORK, BEING MORE PARTICULARLY  
BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET ON THE NORTHERLY RIGHT OF WAY LINE OF  
EAST FIRST STREET. THE POINT BEING 567.65 FEET FROM THE INTERSECTION OF  
CHEMUNG STREET AND EAST FIRST STREET MEASURED ALONG THE  
NORTHERLY RIGHT OF WAY LINE OF EAST FIRST STREET; THENCE

1. S 76° 00' 23" E ALONG THE NORTHERLY RIGHT OF WAY LINE OF EAST  
CHEMUNG STREET A DISTANCE OF 189.34 FEET TO A POINT; THENCE



2. N 13° 58' 25" E, A DISTANCE OF 165.00 FEET TO A PK NAIL FOUND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF CLUTHRA LANE; THENCE
3. N 76° 01' 35" W ALONG THE SOUTHERLY RIGHT OF WAY OF CLUTHRA LANE, A DISTANCE OF 189.34 FEET TO A POINT; THENCE
4. S 13° 58' 25" W, A DISTANCE OF 165.00 FEET TO AN IRON PIN SET AND THE PLACE OF BEGINNING AND CONTAINING 0.717 ACRES.



# DENISON PARKWAY EAST (90' R.O.W.)

"THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW. THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN MORE DETAIL IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWEB@DEC.NY.GOV".

## ENVIRONMENTAL EASEMENT AREA DESCRIPTION:

### PARCEL "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF CORNING, COUNTY OF STEUBEN AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE IN CONCRETE MARKING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF DENISON PARKWAY EAST WITH THE EASTERLY RIGHT OF WAY LINE OF CHEMUNG STREET; THENCE

1. S 76° 01' 35" E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF DENISON PARKWAY EAST, A DISTANCE OF 504.65 FEET TO A POINT; THENCE
2. S 13° 58' 25" W, A DISTANCE OF 350.00 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF EAST FIRST STREET; THENCE
3. N 76° 01' 35" W, A DISTANCE OF 504.65 FEET TO A POINT LYING AT RIGHT OF WAY LINE AT THE INTERSECTION OF EAST FIRST STREET, AND CHEMUNG STREET; THENCE
4. N 13° 58' 25" E, A DISTANCE 165.00 FEET ALONG THE EASTERLY RIGHT OF WAY OF CHEMUNG STREET TO A POINT; THENCE
5. N 13° 58' 25" E ALONG THE EASTERLY RIGHT OF WAY LINE OF CHEMUNG STREET A DISTANCE OF 20.00 FEET TO A POINT; THENCE
6. N 13° 58' 25" E, ALONG THE EASTERLY RIGHT OF WAY LINE OF CHEMUNG STREET A DISTANCE OF 165.00 FEET TO A POINT AND THE PLACE OF BEGINNING AND CONTAINING 4.054 ACRES.

### PARCEL "B"

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF CORNING, COUNTY OF STEUBEN AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET ON THE NORTHERLY RIGHT OF WAY LINE OF EAST FIRST STREET. THE POINT BEING 587.65 FEET FROM THE INTERSECTION OF CHEMUNG STREET AND EAST FIRST STREET MEASURED ALONG THE NORTHERLY RIGHT OF WAY LINE OF EAST FIRST STREET; THENCE

1. S 76° 00' 23" E ALONG THE NORTHERLY RIGHT OF WAY LINE OF EAST CHEMUNG STREET A DISTANCE OF 189.34 FEET TO A POINT; THENCE
2. N 13° 58' 25" E, A DISTANCE OF 165.00 FEET TO A PK NAIL FOUND LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF CLUTHRA LANE; THENCE
3. N 76° 01' 35" W ALONG THE SOUTHERLY RIGHT OF WAY OF CLUTHRA LANE, A DISTANCE OF 189.34 FEET TO A POINT; THENCE
4. S 13° 58' 25" W, A DISTANCE OF 165.00 FEET TO AN IRON PIN SET AND THE PLACE OF BEGINNING AND CONTAINING 0.717 ACRES.

LEGEND	
	IRON PIN FOUND
	DEED LINE
	ADJACENT PROPERTY LINES
	FORMER LOT LINES
	FORMER RAILROAD ROW
	SETBACK LINE
	FENCE LINE
	EASEMENT LINE
	OVERHEAD WIRE
	ELECTRIC LINE
	UNDERGROUND TELEPHONE
	GAS LINE
	STORM SEWER
	SANITARY SEWER
	WATER VALVE
	GAS VALVE
	CATCH BASIN
	STORM MANHOLE
	SANITARY MANHOLE
	LIGHT POLE
	UTILITY POLE
	EDGE OF ROAD
	TREE

CERTIFICATIONS ON THIS BOUNDARY SURVEY MAP SIGNIFY THAT THE MAP WAS PREPARED IN ACCORDANCE WITH THE CURRENT EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC. THE CERTIFICATION IS LIMITED TO PERSONS FOR WHOM THE BOUNDARY SURVEY MAP IS PREPARED, TO THE TITLE COMPANY, TO THE GOVERNMENTAL AGENCY, AND TO THE LENDING INSTITUTION LISTED ON THIS BOUNDARY SURVEY MAP.

SURVEY FIELD WORK COMPLETED ON MAY 1, 2017

PILES OF CRUSHED BRICK AND CONCRETE WERE ONSITE AT THE TIME OF SURVEY

## NOTE:

SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD AND OR INFACIT WHETHER SHOWN OR NOT

THE UNDERGROUND UTILITIES SHOWN ARE BASED ON AVAILABLE FIELD LOCATIONS AND OR EXISTING RECORD INFORMATION PROVIDED BY THE OWNER AND OTHERS. THE LOCATION AND EXTENT OF ALL UTILITIES MUST BE CONSIDERED APPROXIMATE AND INCOMPLETE.

NO EASEMENTS WERE PROVIDED IN THE ABSTRACTS OF TITLE OR TITLE COMMITMENT RELATED TO THE NATURAL GAS FACILITIES LOCATED ON THE CORNING HOSPITAL PROPERTY. THE EXTENT AND IMPACT OF THE NATURAL GAS FACILITIES ON THE RIGHTS AND TITLE OF THE PROPERTY OF THE CORNING HOSPITAL ARE UNKNOWN.

PLAN REFERENCES:  
BEARINGS ARE BASED ON NAD 83 NEW YORK STATE PLANE COORDINATES, CENTRAL ZONE, US FOOT AS ESTABLISHED BY GPS OBSERVATION.

## Note:

Utility information has been plotted from available sources and their locations and size should be considered approximate only. The contractor is responsible for determining exact utility locations, sizes, and elevations prior to commencing construction. If uncharted or misplotted utilities are encountered, the contractor is required to notify the owner immediately.

New York State law requires excavators to contact the one-call notification system prior to digging to prevent damage to buried facilities.

IT'S THE LAW!

Call three days before you dig!

1-800-962-7962

Dig Safely New York  
(non-members must be contacted separately)

## PRELIMINARY PRINT

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**OLD CORNING HOSPITAL  
ENVIRONMENTAL  
EASEMENT SURVEY**  
176 DENISON PARKWAY, CITY OF CORNING,  
STEUBEN COUNTY, NEW YORK



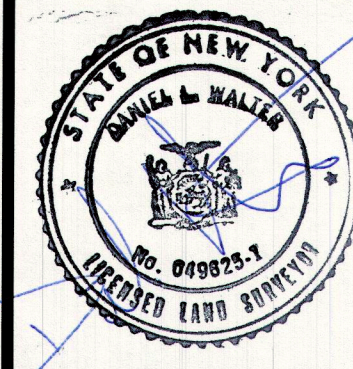
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Scale:	1" = 40'
	11x17 Prints are 1/2 Size
Date:	April 12, 2017
Design By:	-
Drawn By:	C.E.L.
Checked By:	D.L.W.
Project No.:	2016.005
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**DEC EASEMENT  
MAP**

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It is a Violation Of The New York Education Law, Article 145 Section 7209, For Any Person, Unless He is Acting Under The Direction Of A Licensed Professional Engineer Or Land Surveyor To Alter An Item In Any Way, If An Item Bearing The Seal Of An Engineer Or Land Surveyor is Altered, The Altering Engineer Or Land Surveyor Shall Affix To The Item His Seal And The Notation "Altered By" Followed By His Signature And The Date Of Such Alteration, And A Specific Description Of The Alteration.



Rev	Date	Revision Description
1		