

SPECIAL TOWN BOARD MEETING

Town of Ulysses

April 18, 2017

Audio of the minutes are available on the website at ulysses.ny.us.

The meeting was held at the Ulysses Town Hall at 10 Elm Street, Trumansburg.

Notice of Town Board meetings are posted on the town's website and clerk's board.

ATTENDANCE:

TOWN OFFICIALS PRESENT:

Supervisor- Liz Thomas

First Deputy Supervisor/Board member- Nancy Zahler

Board members- Michael Boggs, Rich Goldman, John Hertzler

Town Clerk- Carissa Parlato

Attorney for the Town- Mariette Geldenhuys

OTHERS PRESENT:

Leo Soderholm, Jean Schurman, Dave Schurman, Chuck Hooper, Sue DeCotiis, John Ullberg, Kathleen Brahney, Mark Finnigan, Diane Hillmann, Phil Antweiler, Lawrence Matson, Susan Matson, Jason Wright, Ed Gatch, Tim Gatch, Joel Podkaminer, Matt Steecker, Brigid Beames, Karen Powers, Nancy Cusumano, Jim Boyer, Sarah Adams, Tim Reynolds, Jan Zeserson, Anne Koreman, Vivien Rose, Carolyn Kreisel, Barbara VanDyk, Stephanie Heslop, Charles Schlough, Carl Butterfield, Jim Dunn, David Kerness, Bryan Isacks, Amanda Kirchgessner

CALL TO ORDER:

Ms. Thomas called the meeting to order at 7 p.m.

GENERAL BUSINESS:

APPROVAL OF MEETING AGENDA

RESOLUTION 2017-84: APPROVAL OF MEETING AGENDA

BE IT RESOLVED that the Ulysses Town Board approve the agenda for April 18, 2017 with the deletion of approval of the minutes.

Moved: Mr. Hertzler

Seconded: Mr. Goldman

Ms. Thomas aye

Ms. Zahler aye

Mr. Hertzler aye

Mr. Boggs aye

Mr. Goldman aye

Vote: 5-0

Date Adopted: 4/18/17

PUBLIC INFORMATION SESSION- Proposal to Purchase 3 Exxon-Mobil properties in Jacksonville:

Ms. Thomas laid some ground rules for the discussion.

Ms. Zahler gave some background on the project and thanked all for their help in getting to this point. She then presented a power point presentation with the following key points:

- The properties were purchased by Exxon-Mobil after contamination from several gas leaks beginning in 1971 forced residents from their homes.
- The Town has negotiated the option to purchase 3 of the 7 parcels for sale by Exxon-Mobil:
 - The “old church” at 5020 Jacksonville Road, parcel #25.-4-26; and two vacant parcels 1853 Trumansburg Road, # 25.-4-21; and 5036 Jacksonville Road, # 25.-4-27.
 - The parcel adjacent to the church, (5036 Jacksonville Road # 25.-4-27) will have to be combined with the church to allow enough space for a septic system for the church.
- The Town will then plan to re-sell the properties with a deed restriction on the old church to preserve its historical character.
- This proposal is in line with the Town’s comprehensive plan goals to revitalize Jacksonville.
- The cost to purchase will be \$5001 for all 3 parcels.
- Basic repairs will need to be done to get the church in shape for resale. The goal is for the project to be cost neutral.

QUESTIONS/COMMENTS:

Ms. Hillmann bought her home about 5 months before the spill in 1979. She has been concerned about the old church for a very long time and wondered whether it could be placed on the National Register of Historic Places. She expressed concern about what objects may be buried from the other houses that were torn down. She also wants the community to have a say on the process.

Ms. Geldenhuys pointed out that legally the town will have to sell the building for full market value but can impose conditions if they are in the public interest. Towns do not have the same right as a county or city to determine use but can use deed restrictions.

Mr. Finnigan asked whether the board knows how much it will cost for the basic repairs to make it saleable and whether there are dangerous vapors present from the contamination.

Ms. Zahler responded that if the ground is disturbed, there may be vapors.

Mr. Finnigan asked for clarification on the town’s goals.

Ms. Zahler said that community investment and historic preservation were the goals.

Mr. Ed Gatch asked if there is a “plan B” if the building doesn’t sell.

Mr. Hertzler responded that plan B is for the town to fix only what it can afford to fix.

Ms. Thomas said that a realtor has had some inquiries from potential buyers.

Ms. Adams said that restoration and reuse is very important for Jacksonville and would be a symbol of rebirth. The church is one of oldest examples of public Greek Revival buildings in the county and she supports the town in its efforts to preserve it.

Ms. Rose asked whether the state has been invited to share grant information or comment on it.

Ms. Zahler stated that there are options but since the town is not yet an owner they have not been able to apply.

Ms. Kirchgessner drew attention to the old mill that was recently demolished after having been run-down and vacant. She hopes that the board chooses to sell the church to someone in community who will take good care of it. She also expressed concern about a park and ride.

Mr. Hooper said that since he has lived near the old church, many have inquired about it. He thinks it will sell.

Ms. Heslop shared her support of saving the church and believes that fixing it would show that people care about Jacksonville.

Ms. Cusumano suggested that a historic preservation class could volunteer its time to help with the project.

Mr. Ullberg would hate to see the vacant parcels become a parking lot. He would rather see something with character, or a focal point or public use area.

Ms. Brahney stated that there is a need for a parking lot and if properly designed it could be attractive.

Mr. Soderholm seconded this by saying that the Jacksonville church is no longer going to allow parking for commuters.

Mr. Tim Gatch is in favor of renovating old buildings but doesn't believe it is the town's business to do so, or to decide what to do with it.

Mr. Goldman said that the town will put in as little as money as possible just to sell it and will also recover some money by selling the vacant lot.

Mr. Reynolds thanked the board for its work. He believes any profit made by the town on the parcels should go back into Jacksonville.

Ms. De Cotiis would hate to see church be torn down. There used to be a graveyard next to the church.

Ms. Matson is in the process of building a new house in the area. The old church was attended by her great-grandparents and she believes it is important to keep the old treasures.

Mr. Antweiler also thanked the board. He is concerned about finding a buyer who has the means to renovate and maintain historic elements. He thinks the public should be able to weigh in.

Mr. Dunn expressed concern about the town being stuck with the property.

Mr. Butterfield is not too enamored with the building but wants it to be better.

Ms. Close pointed out that the old grange hall is a good example of making something better.

Mr. Kerness thanked the board but has some concerns about liability and costs.

Ms. Zahler shared the estimates that they have received for basic repairs.

Mr. Kerness asked whether funds are in the budget for this year.

Ms. Thomas responded that the funds are in reserve.

Ms. Geldenhuys said that they have the strongest protection possible against liability and ~~the buyer will have to indemnify the town.~~ that Exxon Mobil will retain responsibility for any future contamination that is related to the original spill.

Mr. Soderholm wondered if there are there any state/local building codes that must be met before it can be sold.

Ms. Geldenhuys responded that there are not.

Ms. Koreman appreciates the efforts of the board and their due diligence.

Ms. Cusumano wondered about the other Exxon-Mobil parcels that are for sale.

Mr. Goldman stated that they are still on the market.

Ms. Hillmann said that Exxon-Mobil destroyed Jacksonville. If church can be saved, it will help revitalize the community after 38 years.

Mr. Podkaminer asked if the properties are in the water district.

Ms. Zahler responded in the affirmative.

Ms. Heslop asked why the town is buying the parcel at 1836 Jacksonville Road.

Town Board members responded that it may be used for Jacksonville revitalization which is part of the Comprehensive Plan.

Mr. Reynolds encouraged the board in their negotiations with Exxon.

NEW BUSINESS:

SEQR (STATE ENVIRONMENTAL QUALITY REVIEW) DETERMINATION FOR LAND ACQUISITION OF THREE JACKSONVILLE PROPERTIES

RESOLUTION 2017-85: SEQR (STATE ENVIRONMENTAL QUALITY REVIEW) DETERMINATION FOR LAND ACQUISITION OF THREE JACKSONVILLE PROPERTIES

WHEREAS, this is consideration of the land acquisition of three properties in the hamlet of Jacksonville. Two are vacant parcels (1853 Trumansburg Rd, tax parcel number 25.-4-21; and 5036 Jacksonville Rd, tax parcel number 25.-4-27), and the other parcel (5020 Jacksonville Rd, tax parcel number 25.-4-26) includes the "old church"; and

WHEREAS, this is an Unlisted Action for which the Town of Ulysses Town Board is acting in this uncoordinated environmental review with respect to a land acquisition; and

WHEREAS, the Town Board, on April 18, 2017, has reviewed and accepted as adequate a Short Environmental Assessment Form Parts 1, 2 and 3 prepared by Town staff;

NOW THEREFORE BE IT RESOLVED

that the Town of Ulysses Town Board hereby makes a negative determination of environmental significance for the reasons set forth in the Environmental Assessment Form Parts 1, 2 and 3 referenced above, in accordance with the New York State Environmental Quality Review Act for the above referenced action as proposed, and, therefore, an Environmental Impact Statement will not be required.

Moved: Ms. Hertzler Seconded: Ms. Zahler

Ms. Thomas	aye
Ms. Zahler	aye
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 5-0

Date Adopted: 4/18/17

AUTHORIZATION TO PURCHASE PROPERTY FROM EXXON MOBIL OIL CORPORATION

RESOLUTION 2017-86: AUTHORIZATION TO PURCHASE PROPERTY FROM EXXON MOBIL OIL CORPORATION

WHEREAS, the Exxon Mobil Oil Corporation (EMOC) is divesting itself of the properties they purchased in the hamlet of Jacksonville following the remediation of a 1979 gasoline spill from the Mobil Oil gas station in Jacksonville; and

WHEREAS, the Town of Ulysses Comprehensive Plan of 2009 outlines the Town's commitment to preserving the historic character of our community; and

WHEREAS, the structure on Town of Ulysses tax parcel # 25.-4-26 located at 5020 Jacksonville Road is an example of unique architecture from the 1820's and has been documented in the Town's 1983 and 1997 inventories of Historic Buildings; and

WHEREAS, the Town has a public interest in assuring that this structure built in 1827 is preserved as an historic building; and

WHEREAS, the historic structure needs additional land for a septic system and parking to be re-purposed for allowable uses; and

WHEREAS, sufficient land is available in the adjacent Town of Ulysses tax parcel #25.-4-27, located at 5036 Jacksonville Road; and

WHEREAS, the Town's Comprehensive Plan of 2009 also includes a commitment to revitalize the hamlet of Jacksonville by providing improved access to public transportation, well-maintained housing, and other amenities; and

WHEREAS, Town of Ulysses tax parcel # 25.-4-21, located at 1853 Trumansburg Road can be developed for allowable public purposes consistent with the Comprehensive Plan to be determined by the Town, in consultation with the community; and

WHEREAS, the Town has exercised due diligence to determine that these three tax parcels can be safely re-developed with certain restrictions; and

WHEREAS, on June 14, 2016 the Town Board agreed to enter into negotiations with Exxon Mobil Oil Corporation for the purpose of acquiring Town of Ulysses tax parcels as shown on the sketch map in Appendix A; and

WHEREAS, the 2017 combined assessed taxable value of the Town of Ulysses three parcels is \$84,700; and

WHEREAS, the three Town of Ulysses parcels were listed for sale in 2016 for a combined price of \$170,500; and

WHEREAS, the Ulysses Town Board has negotiated terms in the proposed sales contract and bargain and sale deed included as Appendices B and C that will allow the Town to achieve the aforementioned public purposes for a combined purchase price of \$5,001; and

WHEREAS, the purchase price of \$5,001 and the \$2,000 estimated for pro-rated taxes and closing costs are available in the Town's unassigned fund balance; now therefore be it

RESOLVED, that the Ulysses Town Supervisor be authorized to execute the contract for sale and all necessary legal documents to purchase certain real property located in the Hamlet of Jacksonville, Town of Ulysses, Tompkins County, New York comprising three (3) Town of Ulysses tax parcels (#25.-4-26, #25.-4-27 and #25.-4-21) together with all improvements,

personality, and fixtures located in, on, or under the land, and all easements, appurtenances and hereditaments, for a total cost of \$5,001 from Exxon Mobil Oil Corporation; and

FURTHER RESOLVED, that the sum of \$7,001 be appropriated from the Unassigned General Fund Account for purchase and closing expenses.

Moved: Mr. Goldman Seconded: Ms. Zahler

Discussion:

Ms. Thomas said that after having worked on this for so many years, she was happy to hear such support from the community and encourages the board to vote favorably.

Mr. Hertzler said that the board is taking this risk for the sake of Jacksonville.

Mr. Boggs, as a Jacksonville resident, is excited about the project and a possible park'n'ride.

Mr. Goldman acknowledged Ms. Zahler for her hard work on this.

Ms. Zahler thanked others for their help, shared that she is pleased to have done the work and feels that it is a manageable risk, and thanked the community for coming out tonight.

Ms. Thomas	aye
Ms. Zahler	aye
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 5-0

Date Adopted: 4/18/17

PRIVILEGE OF THE FLOOR-

Ms. Rose asked if the town can accept donations for the purchase or maintenance of the properties.

Ms. Geldenhuys replied in the affirmative.

Mr. Reynolds stated that this is a rare opportunity to improve the community and encouraged the board to involve the Jacksonville Community Association in future discussions.

Ms. Koreman offered her thanks to the board.

ADJOURN:

Mr. Goldman moved to adjourn the meeting at 9:16pm; seconded by Mr. Boggs and passed unanimously.

Respectfully submitted by Carissa Parlato on 5/3/17.

APPENDIX:
(see attached)

APPENDIX A

Exxon Mobil Properties for Sale in Jacksonville, NY
 Parcels 1, 4, and 5 under consideration by Town of Ulysses



For more information, please contact:

David Huckle
 Market Manager/ Real Estate
 Salesperson
 607 227 7558
dhuckle@pyramidbrokerage.com

Gateway Center, 401 East State Street,
 Suite 302
 Ithaca, New York 14850
 phone: +1 607 277-2327
 pyramidbrokerage.com

Independently Owned and Operated / A Member of the Cushman & Wakefield Alliance
 Cushman & Wakefield Copyright 2014. No warranty or representation, express or implied, is made to the accuracy or completeness of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or

APPENDIX B

The Town acknowledges that neither the submission, nor discussions or negotiations between the Parties will be construed to constitute an offer of this letter or any information concerning the Property for the Town's examination to convey or a reservation of or an option on the Property, and this letter and the underlying transaction will not become enforceable and binding between the Parties unless and until full execution and delivery by the authorized representatives of each Party hereto.

CONTRACT FOR SALE

This **CONTRACT FOR SALE** ("Agreement") is made as of the Effective Date (as defined on EMOC's signature page below) by and between **EXXONMOBIL OIL CORPORATION**, a New York corporation ("EMOC"), duly authorized to do business in the State of New York, and the **TOWN OF ULYSSES**, a political subdivision of the State of New York (the "Town"), upon the terms and conditions in this Agreement. Each of EMOC and Town is a "Party" and are collectively called the "Parties")

This Agreement constitutes the Parties' agreement with respect to the sale and purchase of certain real property located in the Hamlet of Jacksonville, Town of Ulysses, Tompkins County, New York, comprising three (3) parcels or tracts of land being further described on **Exhibit "A"** attached hereto (the "Land"), together with all (i) improvements, personalty and fixtures located in, on or under the Land and (ii) all easements, appurtenances and hereditaments (collectively, the "Property"). EMOC's and its legal affiliates' names, trade names, or trademarks (including former names, trade names and trademarks), and all such rights are expressly excluded from this transaction and are not part of the sale and conveyance of the Property.

In consideration of the mutual promises and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby and in support of (i) the right granted by EMOC to the Town to terminate this Agreement and (ii) the Parties' obligations which survive expiration or earlier termination of this Agreement, the Parties to this Agreement agree as follows:

1. **Bargain and Sale**. For the consideration provided herein, EMOC agrees to sell and convey to the Town, and the Town agrees to receive and accept, the Property by delivery and acceptance of the Bargain and Sale Deed with Limited Covenants for Grantor's Acts on **Exhibit "B"** attached hereto ("Deed") as of the Closing Date (hereinafter defined).
2. **Purchase Price**. The total purchase price for the Property is Five Thousand and 00/100 Dollars (\$5,000.00) ("Purchase Price").
3. **Closing**. Closing on this transaction will occur on _____, 2017 or such other date agreed to by the EMOC and the Town, but no later than _____, 2017 ("Closing Date"). The Closing Date will automatically be extended by a period of five (5) business days in the event all conditions to Closing have not occurred by the original Closing Date.

4. Survey and Title Commitment

- A. Survey. The Town acknowledges that prior to the date hereof, EMOC provided the Town with a survey of the Property, dated June 30, 2015, completed on behalf of EMOC by Douglas R. Lehr, New York R. L. S. No. 49223 of Lehr Land Surveyors on behalf of Commercial Due Diligence Services, Project No. 15-05-00786.
- B. Title Commitment and Owner's Title Policy. The Town acknowledges receipt of a Commitment of Title Insurance ("Title Commitment") dated May 29, 2015 under GF Nos. NCS-729903-HOU2 issued by the First American Title Company, LLC, National Commercial Services, 1790 Hughes Landing Blvd., Suite 110, The Woodlands, Texas 77380, Attn: Ms. Sharon Mork (the "Title Company"). At Closing (hereinafter defined), EMOC will provide and pay for an Owner's Policy of Title Insurance ("Owner's Title Policy").
- C. Closing Costs and Tax Prorations.
- (i) EMOC will pay the cost of the (1) escrow fees, (2) tax prorations up to the Closing Date, (3) the cost of its legal fees and expenses, (4) all transfer or conveyance taxes and assessments on the transfer, including any recording fees, (5) the cost of a current abstract of title for the Property, and (6) an Owner's Title Policy.
- (ii) The Town will pay the (1) Purchase Price, (2) cost of the tax prorations after the Closing Date, (3) any transfer or conveyance taxes based on any mortgage placed against the Property, (4) title insurance endorsements or lender's policy of title insurance (if any), and (5) the cost of its own legal fees and expenses.

5. Property Condition Disclosure Statement; Inspections. The Town acknowledges the following:

- A. The Town has received copies of the environmental reports ("Environmental Reports") relating to the Property listed on **Exhibit "C"** attached hereto. **EMOC DOES NOT REPRESENT OR WARRANT AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH DOCUMENT, REPORT OR RECORD, ITS PREPARATION, OR ANY INFORMATION UPON WHICH IT IS BASED.**
- B. (i) **EMOC HAS DISCLOSED NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION NO. 84-00518 ("NYSDEC SPILL NO. 84-00518") AND THE ISSUANCE OF A NO FURTHER ACTION LETTER DATED MAY 26, 2005 BY NYSDEC, WHICH AFFECTED ALL THREE PARCELS OF THE PROPERTY. THE TOWN IS AWARE OF THE CONDITION AND HISTORICAL AND CURRENT USES OF EACH PARCEL OF THE PROPERTY AND UNDERSTAND AND ACKNOWLEDGES THAT FUEL, PETROLEUM PRODUCTS AND/OR DERIVATIVES AND/OR OTHER RELATED HAZARDOUS MATERIALS MAY HAVE BEEN SPILLED, LEAKED OR OTHERWISE DISCHARGED ONTO, INTO OR UNDER THE PROPERTY CAUSING**

CONTAMINATION TO THE SOIL AND/OR GROUNDWATER ON, IN OR UNDER THE PROPERTY. EMOC RETAINS RESPONSIBILITY FOR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AS IT EXISTED AS OF AND PRIOR TO THE CLOSING DATE TO THE EXTENT SUCH CONDITION OR LIABILITY ARISES FROM OR IS RELATED TO NYSDEC SPILL NO. 84-00518.

(ii) THE TOWN ALSO ACKNOWLEDGES THAT THE VACANT BUILDING LOCATED AT 5020 JACKSONVILLE (“GRANGE HALL”) WAS BUILT PRIOR TO 1978 AND MAY CONTAIN LEAD PAINT AND ASBESTOS MATERIALS. THE TOWN WAIVES ABATEMENT, CONTAINMENT AND MANAGEMENT OF THE ASBESTOS, AND ANY LEAD PAIN IN THE IN GRANGE HALL BY EMOC.

(iii) The provisions of this Section 5.B will survive closing.

- C. Should the Town desire to inspect the Property and to conduct assessments, tests or studies of the Property prior to Closing, EMOC and the Town will execute a separate site access agreement. Immediately upon completion of any such inspections, assessments, tests or studies of the Property, the Town must restore the Property to its pre-existing condition.
- D. The Town agrees to take title to the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition and basis, subject to the restrictions and conditions in the Deed, and other encumbrances of public record; and, all matters on the ground and as would be shown on a final “as built” survey, with no warranties (other than the warranty of indefeasibility of title). **EMOC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SUITABILITY.** For avoidance of doubt, the parties agree that this clause is not, and is not intended to be construed as, an indemnity from Purchaser to Seller. The provisions of this Subsection shall survive Closing and/or the expiration or earlier termination of this Agreement.
- E. EMOC is not obligated to clear or cure any title exceptions or encumbrances.
- F. Prior to Closing, risk of loss with regard to the Property by reason of casualty (except to the extent attributable to the Town’s inspections, if any) is borne by EMOC, and after Closing will be borne by the Town.
6. Right to Terminate. If for any reason the Property is not acceptable to the Town, the Town will have the right to terminate this Agreement at its sole option and discretion by giving notice to EMOC no less than ten (10) days prior to the Closing Date. Upon such termination, **neither Party will have any further rights, obligations or liability** under this Agreement, except as otherwise provided herein.
7. Representations and Warranties. Each Party represents and warrants that (a) it has, and will have, full power and authority to perform the terms and conditions of this Agreement and execute all documents which are contemplated by this Agreement, (b) the person

signing on its behalf has been duly authorized to do so and his or her signature is valid and binding on such Party, (c) it is not regarded as a “blocked person” on the Treasury Department’s Office of Foreign Asset Control’s list, issued under 31 Code of Federal Regulations, Section 594, and is not a “foreign person” as defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The Town acknowledges that except for the limited warranties stated in this section and the warranty of indefeasibility of title, **no other warranties, express or implied, are made or extended by EMOC.**

8. **RELEASE AND COVENANT NOT TO SUE; ASSUMPTION OF RESPONSIBILITY. AS A MATERIAL PART OF THE CONSIDERATION FOR EMOC’S WILLINGNESS TO SELL AND CONVEY THE PROPERTY TO THE TOWN, THE TOWN AGREES TO THE RELEASE, COVENANT NOT TO SUE, ASSUMPTION OF RESPONSIBILITY, USE RESTRICTIONS, ENGINEERING CONTROLS AND OTHER REQUIREMENTS AND CONDITIONS HEREIN AND IN THE DEED.**

9. **NOTICE OF NO EMOC’S INSURANCE.**

A. EMOC and the Town acknowledge that Exxon Mobil Corporation maintains a worldwide program of property and liability insurance coverage for itself and its affiliates, including EMOC. This program has been designed to achieve a co-ordinated risk management package for the entire Exxon Mobil Corporation corporate group. The program consists principally of three types of policies:

(i) Policies issued to Exxon Mobil Corporation or its predecessors (“ExxonMobil”);

(ii) Policies issued directly to affiliates by one of ExxonMobil’s wholly-owned insurance companies, i.e., Ancon Insurance Company, Inc., Bluefield International Insurance Inc., et al, (herein referred to collectively as “ExxonMobil Captive Insurers”); and

(iii) Policies issued to affiliates by locally admitted insurers which are reinsured by one of the ExxonMobil Captive Insurers.

All of the insurance policies through which the worldwide program of coverage is presently or has previously been provided by or to Exxon Mobil Corporation, its predecessors or affiliates are herein referred to collectively as the “ExxonMobil Policies.”

B. It is understood and agreed by Purchaser that from and after the Closing Date:

(i) No insurance coverage will be provided under the ExxonMobil Policies to Purchaser;

(ii) Any and all policies insured or reinsured by any of the ExxonMobil Captive Insurers which, but for this provision, would have insured the Property will be deemed terminated, commuted and cancelled *ab initio*; and

(iii) No claims regarding any matter whatsoever, whether or not arising from events occurring prior to the Closing, will be made by Purchaser against or with respect to any of the ExxonMobil Policies regardless of their date of issuance.

C. The terms and conditions of this Section 7 survive the Closing and delivery of the Deed.

10. Confidentiality. Except as may be reasonably required in connection with the consummation of the transaction contemplated hereby, the Town, before Closing, must keep confidential (i) the existence of this Agreement and the terms and conditions hereof, (ii) all documents and other information provided by EMOC to the Town, and (iii) any information contained in any environmental assessment, data or other study or test concerning the Property (collectively "Confidential Information"). The Town must not disclose any Confidential Information to any person other than (a) its employees, (b) consultants who are engaged to assist the Town in deciding whether to acquire the Property, (c) lenders for financial purposes, and (d) EMOC. The term "Confidential Information" does not include any such information which is in the public domain through a source other than the Town. Prior to disclosing information to any person, including those listed, the Town will require that the person (other than EMOC) agree in writing to keep the information confidential. If the Town is compelled by applicable legal process to disclose any Confidential Information (including any required public hearing process or pursuant to the New York State Freedom of Information Law (Public Officers Law, Article 6, Sections 84-90 ("FOIL")) and the Open Meetings Law (New York Public Officers Law, Article 7 §§100-111) ("Open Meetings Law"), and, subject to Section 26 below, the Town must not disclose the information until after first notifying EMOC of the proposed disclosure, giving EMOC a reasonable opportunity (but no less than ten (10) business days) to seek injunctive relief against such disclosure and providing EMOC with a complete copy of all transmittals of the information to be provided to the applicable governmental body.
11. Press Releases. The Parties agree to notify each other no less than seven (7) business days prior to the distribution of any press release and share the content of such in advance. This Section does not apply to legal notices the Town must publish to comply with applicable law.
12. Brokers. EMOC represents and warrants that it has employed no real estate broker, agent, finder or intermediary other than **Jones Lang LaSalle Brokerage, Inc.** ("EMOC's Agent"), and Town represents and warrants that it has employed no real estate broker, agent, finder or intermediary in connection with the purchase and sale contemplated by this Agreement. EMOC is responsible for payment of a brokerage commission to EMOC's Agent upon the Closing and funding of the sale of the Property in accordance with terms set out in EMOC's written listing agreement with EMOC's Agent. EMOC will pay no other commission or finder's fee in connection with this transaction. EMOC and the Town each represent to the other that it has had no dealings or contacts of any kind with any real

estate broker, agent, finder or intermediary other than EMOC's Agent with respect to (a) this Agreement, (b) the negotiation of this Agreement, or (c) any transaction related to or incidental to this Agreement. Each Party will forever **defend, indemnify, and hold harmless** the other Party with respect to any and all claims in connection with any claim for a finder's or broker's fee or commission asserted by a person or entity claiming to have acted as agent for or to have been engaged by the indemnifying Party.

13. Notices. All notices required to be delivered hereunder must be in writing and delivered the following:

TO EMOC:

Attn: Ms. Stacy Holland
ExxonMobil Environmental Services
Company
S2.2B.282
22777 Springwoods Village Parkway
Spring, Texas 77389
Phone: (832) 625-619
Email: stacy.h.holland@exxonmobil.com

TO THE TOWN:

Attn: Town Supervisor
10 Elm Street
Trumansburg, New York 14886
Phone: (607) 387-5767
Email: supervisor@ulysses.ny.us

14. Governing Law; Waiver of Trial by Jury; Compliance with Laws; No Recording. The laws of the State of New York govern this Agreement, without regard to its choice of laws or conflict of laws principles. The Parties irrevocably consent to the exclusive venue and jurisdiction of any federal or state court sitting in New York in any action arising out of or in any way related to this Agreement. EMOC AND THE TOWN WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. Each Party covenants and agrees that it will, at all times, comply with all applicable laws in its performance under this Agreement. This Agreement must not be recorded in any official public records.
15. Attorneys' Fees. If either Party institutes an action or proceeding against the other arising out of or relating to the terms and conditions of this Agreement or any default hereunder, the non-prevailing Party to such action or proceeding will reimburse the prevailing Party therein for the reasonable expenses and attorneys' fees, including, without limitation, all disbursements and litigation expenses, incurred by the prevailing Party. Each Party is responsible for its own attorneys' fees and expenses in connection with the negotiation and execution of this Agreement and the Closing.
16. Standards of Business Conduct. The Parties, in performing their obligations under this Agreement, must establish and maintain in effect appropriate business standards, procedures and controls to avoid any real or apparent impropriety. These obligations apply to the activities of employees and contractors. Each Party must exercise reasonable care and diligence to prevent any action or condition which may result in a conflict of interest with those of the other Party. Each Party must promptly notify the other Party of the

identity of its representatives or employees who are known in any way to have a substantial interest in the other Party's business or the financing thereof.

17. Independent Contractor. Nothing herein creates anything other than a purchaser-seller relationship between EMOC, as seller, and the Town, as purchaser. The Parties affirm and acknowledge they are each independent and separate business entities, and nothing in this relationship creates a joint venture, partnership, agency, fiduciary, franchise or employer-employee relationship between the Parties.
18. Force Majeure. Neither Party is required to perform any covenant or obligation in this Agreement (except that the Parties will continue to be liable to pay any amounts due hereunder), or be liable in damages to the other Party, so long as such performance is delayed or prevented by force majeure, which as used herein means acts of God, strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, civil riot, floods, wash-outs, explosions, earthquakes, fires, storms, acts of the public enemy, acts of terrorism, wars, insurrections and any other cause not reasonably within the control of the Party whose performance is prevented by force majeure and which, by the exercise of due diligence, the claiming Party is unable, wholly or in part, to prevent or overcome.
19. Time of Essence. Time is of the essence with respect to the deadlines set out herein, including, but not limited to, the deadlines in Section 3 (Closing) and Section 6 (Right to terminate) hereof.
20. Construction. The terms and conditions of this Agreement will be construed as a whole according to their common meaning to achieve the objectives and purposes of this Agreement. Each of the Parties represents and acknowledges that (i) it and its respective counsel have reviewed this Agreement, and (ii) this Agreement has been freely negotiated between the Parties. The rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting or construing this Agreement as both Seller and Purchaser acknowledge and agree they have equal bargaining power for purposes of this Agreement. Except as otherwise specifically provided herein, whenever a Party's consent or approval is required in this Agreement, such Party's consent or approval will not be unreasonably withheld, conditioned or delayed.
21. Binding Effect; No Assignment. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns; however, this Agreement may not be assigned by the Town without EMOC's prior written consent, and any such purported or attempted assignment without EMOC's prior written consent will be automatically null and void.
22. Entire Agreement; Amendments. This Agreement, together with all of its attachments and exhibits and the Confidentiality Agreement by and between the Parties dated February 1, 2016, constitute the entire agreement between EMOC and the Town with regard to the subject matter hereof, and supersedes all prior negotiations, representations, and agreements, either oral or written.

23. Survival; Severability. The terms and conditions of this Agreement survive Closing and will not merge into the Deed. The terms and conditions of this Agreement are severable.
24. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which together will constitute a single document.
25. Exhibits. The following exhibits are attached hereto and made a part hereof:
- Exhibit "A" – Property Description
 - Exhibit "B" – Bargain and Sale Deed with Limited Covenants for Grantor's Acts
 - Exhibit "C" – EMOC's Environmental Reports

26. NOTICE OF NEGOTIATED TERMS AND CONDITIONS.

This Agreement may be subject to an FOIL and the Open Meetings Law because the Town is a public entity. EMOC and the Town acknowledge and agree that this Agreement may be disclosed only during the Town's required notice and hearing process prior to and after execution hereof. The Parties acknowledge and confirm that the terms and conditions of this Agreement have been negotiated and that the representations, covenants, agreements, conditions and terms made and agreed to by each Party herein are in no way intended to be construed as representations, covenants, agreements, conditions or terms that such Party would agree to or be bound by in any other real estate transaction, whether in New York or elsewhere. EMOC acknowledges and understands that once a document has been disclosed by the Town as required by applicable law, it becomes part of the public record and cannot be removed without judicial action.

Signatures appear on following two pages.

This Agreement will be effective as of the date executed on behalf of EMOC, as indicated below ("Effective Date").

Acknowledged and Agreed to by:

EXXONMOBIL OIL CORPORATION

By: _____

Name: _____

Title: Agent and Attorney-in-Fact

Dated: _____, 2017

Signatures continue on following page.

Signature pages cont.

Acknowledged and Agreed to by:

TOWN OF ULYSSES

By: _____

Name: _____

Title: _____

Dated: _____, 2017

EXHIBIT "A"

To Contract for Sale, by and between
EXXONMOBIL OIL CORPORATION, as EMOC, and
TOWN OF ULYSSES, as Town

PROPERTY DESCRIPTION

Comprised of Parcels B, E and F

**PARCEL B - Tax Parcel # 25.-4-21
(Commonly known as 1853 Trumansburg Road, Jacksonville, New York 14854)**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins, and State of New York, being a part of Military Lot 22 in said Town, bounded and described as follows:

BEGINNING at a point in the center line of New York State Route 96 (Trumansburg Road), which point is located South 32 degrees 04 minutes 54 seconds East a distance of 139.89 feet along said center line from the intersection of said center line with the center line of Jacksonville Road (County Route 143);

thence North 74 degrees 36 minutes 07 seconds East along a southern boundary of premises reputedly now or formerly of Hooper (497267-001), passing through a point marked by an iron pipe and running in part along a rail fence, a total distance of 297.48 feet to a point marked by an iron rod;

thence North 60 degrees 14 minutes 38 seconds East along said Hooper premises a distance of 44.16 feet to a point marked by an iron pipe;

thence South 82 degrees 58 minutes 34 seconds East a distance of 67.16 feet to a point marked by an iron rod;

thence South 7 degrees 56 minutes 31 seconds West along a western boundary of premises reputedly now or formerly of Coogan (661/1082) a distance of 58.33 feet to a point marked by an iron rod;

thence South 53 degrees 34 minutes 31 seconds West along said Coogan premises and premises reputedly now or formerly of Ledger (517251-001), passing through a point marked by an iron rod and a point marked by an iron pipe, a total distance of 337.83 feet to a point in the center line of New York State Route 96 (Trumansburg Road);

thence North 34 degrees 30 minutes 54 seconds West along the center line of New York State Route 96 (Trumansburg Road) a distance of 160.68 feet to a point;

thence North 32 degrees 04 minutes 54 seconds West along said center line a distance of 39.27 feet to the point of beginning, containing 1.099 acres of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of New York State Route 96 (Trumansburg Road).
2. An electric line easement granted to New York State Electric & Gas Corporation by instrument of Urania A. Ward dated May 15, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 548.
3. An electric line easement granted to New York State Electric & Gas Corporation by instrument of Henry Williams dated May 16, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 548.
4. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Ernest B. Allen and Eva M. Allen dated October 5, 1959 and recorded in the Tompkins County Clerk's Office on November 6, 1959 in Liber 422 of Deeds at page 545.
5. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Mary L. Van Allen dated October 5, 1959 and recorded in the Tompkins County Clerk's Office on November 6, 1959 in Liber 423 of Deeds at page 49.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of William H. Housworth, Jr. and Nancy T. Housworth dated and recorded in the Tompkins County Clerk's Office on May 16, 1989 in Liber 645 of Deeds at page 1065

REFERENCE is made to a survey map entitled "Division of Lands of Mary L. Van Allen, Jacksonville, Town of Ulysses, Tompkins County, New York," dated August 14, 1970, made by Thomas G. Miller, Engineer and Surveyor, Ithaca, New York, which map is filed in the Tompkins County Clerk's office in Map Book 1970 (Town of Ulysses) at page 12.

**PARCEL E - Tax Parcel # 25.-4-26
(Commonly known as 5020 Jacksonville Road, Jacksonville, New York 14854)**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins and State of New York, located on the east side of Jacksonville Road (County Route 143), which runs northerly from New York State Route 96 at Jacksonville, bounded and described as follows:

BEGINNING at a point in the center line of Jacksonville Road (County Route 143), which point is located North 8 degrees 00 minutes 00 seconds East a distance of 209.66 feet along said center line from its intersection with the center line of New York State Route 96 (Trumansburg Road);

thence North 8 degrees 00 minutes 00 seconds East along the center line of Jacksonville Road a distance of 82.50 feet to a point;

thence South 81 degrees 30 minutes 00 seconds East, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to a point marked by an iron rod;

thence South 8 degrees 00 minutes 00 seconds West along a western boundary of premises reputedly now or formerly of Stover (582/924) a distance of 82.50 feet to a point marked by an iron pipe;

thence North 81 degrees 30 minutes 00 seconds West, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to the point of beginning in the center line of Jacksonville Road, containing 0.266 acre of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of Jacksonville Road (County Route 143).
2. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of W. E. Gregg dated January 22, 1960 and recorded in the Tompkins County Clerk's Office on February 17, 1960 in Liber 425 of Deeds at page 353.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of Dennis R. O'Neil dated and recorded in the Tompkins County Clerk's Office on September 13, 1988 in Liber 640 of Deeds at page 51.

Parcel F - Tax Parcel # 25.-4-27

(Commonly known as 5036 Jacksonville Road, Jacksonville, New York 14854)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins, and State of New York, bounded and described as follows:

BEGINNING a point in the center line of Jacksonville Road (County Route 143), which point is located North 8 degrees 00 minutes 00 seconds East a distance of 431.13 feet along said center line from its intersection with the center line of New York State Route 96 (Trumansburg Road);

thence South 81 degrees 30 minutes 00 seconds East, passing through points marked by an iron rod in the eastern boundary of Jacksonville Road and by an iron pipe at 136.45 feet, a total distance of 140.25 feet to a point;

thence South 8 degrees 00 minutes 00 seconds West along a western boundary of premises reputedly now or formerly of Stover (582/924) a distance of 138.97 feet to a point marked by an iron rod;

thence North 81 degrees 30 minutes 00 seconds West, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to a point in the center line of Jacksonville Road;

thence North 8 degrees 00 minutes 00 seconds East along the center line of Jacksonville Road a distance of 138.97 feet to the point of beginning, containing 0.447 acre of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of Jacksonville Road (County Route 143).
2. A right of way for electric lines granted to New York State Electric & Gas Corporation by instrument of H. W. Rightmyer dated May 16, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 554.
3. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Clyde H. Reigle and Viola N. Reigle dated April 4, 1960 and recorded in the Tompkins County Clerk's Office on April 13, 1960 in Liber 427 of Deeds at page 157.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of Clayton E. Luce dated November 22, 1988 and recorded in the Tompkins County Clerk's Office on November 30, 1988 in Liber 642 of Deeds at page 199.

Parcels B, E, and F are SHOWN ON a survey map entitled "ALTA/ASCM Land Title Survey, Jacksonville and Trumansburg Rd, Jacksonville [sic], New York 14886, Project Name: ExxonMobil-Jacksonville NY," most recently revised on September 7, 2016, prepared by Lehr Land Surveyors, which map is incorporated herein by reference and intended to be filed concurrently herewith.

EXHIBIT "B"

To Contract for Sale, by and between
EXXONMOBIL OIL CORPORATION, as EMOC, and
TOWN OF ULYSSES, as Town

BARGAIN AND SALE DEED WITH LIMITED COVENANTS

[Please see the attached.]

EXHIBIT “C”

To Contract for Sale, by and between
EXXONMOBIL OIL CORPORATION, as EMOC, and
TOWN OF ULYSSES, as Town

ENVIRONMENTAL REPORTS

1. Subsurface Investigation Summary Report, Former Mobil Service Station #017-N1D, Offsite Parcel, 1863 Trumansburg Rd, Jacksonville New York, dated November 24, 2014, completed by Groundwater and Environmental Services, Inc.
2. Subsurface Investigation Summary Reports, Former Mobil Service Station #01-N1D, Offsite Parcels, Trumansburg and Jacksonville Roads, Jacksonville, New York, dated November 25, 2014 completed by Groundwater and Environmental Services, Inc.
3. Site Monitoring Report, Former Mobil Service Station 17-NID, Trumansburg Road, Jacksonville, New York, dated May 14, 2004, completed by Groundwater and Environmental Services, Inc.
4. Closure Work Plan / Results of Waterline Soil Sampling Report, Former Mobil Service Station 17-N1D, Trumansburg Road, Jacksonville, New York, dated March 16, 2004, completed by Groundwater and Environmental Services, Inc.
5. Email from the New York Department of Environmental Commission indicating, “... no new spills nor has the old spill been reopened,” dated November 26, 2014.
6. Asbestos Survey and Limited Hazardous Materials Assessment Report related to the Former Grange Hall located at 5020 Jacksonville Road, Trumansburg, New York 14886 dated June 2016 prepared by New York Environmental Technologies, Inc.

**BARGAIN AND SALE DEED
WITH LIMITED COVENANTS FOR GRANTOR'S ACTS**

This indenture ("Deed"), made the ____ day of _____, 2016 ("Effective Date") between **EXXONMOBIL OIL CORPORATION**, a New York corporation, formerly known as Mobil Oil Corporation, with a place of business at c/o Global Real Estate and Facilities, ExxonMobil Global Services Company, P.O. Box 2567, Houston, Texas, 77252-2567 ("Grantor"), and **TOWN OF ULYSSES**, a political subdivision of the State of New York ("Grantee").

W I T N E S S E T H:

The Grantor, in consideration of One and 00/100 Dollars (\$1.00), together with other good and valuable consideration, paid by Grantee, hereby grants and releases unto Grantee, and the successors and assigns of Grantee forever:

ALL THOSE TRACTS OR PARCELS OF LAND AND OTHER INTERESTS, situate in the Hamlet of Jacksonville, Town of Ulysses, County of Tompkins and State of New York, and designated on the tax maps of said County as (1) PARCEL B – Tax Parcel ID #_503689-25.-4-21; (2) PARCEL E – Tax Parcel ID # 503689-25.-4-26; and (3) PARCEL F – Tax Parcel ID #_503689-25.-4-27;, and as more particularly described on the attached **Schedule "A"** hereof (collectively, the "Property").

TOGETHER WITH all improvements, fixtures and personal property, if any, located on or under the Property (including the historical structure on the improved Parcel F – Tax Parcel ID # 503689-25.-4-26 located at 5020 Jacksonville Road), and all of Grantor's rights, titles, licenses, privileges, hereditaments and appurtenances, if any, inuring to the benefit of the Property including, without limitation, all right, title and interest of the Grantor in and to adjacent streets, roads, alleys, or rights of way as well as all easements, if any, benefitting and/or burdening the Property, subject to the Permitted Encumbrances (as defined below).

BEING AND HEREBY INTENDING TO DESCRIBE PORTIONS OF THE SAME PROPERTY conveyed to Grantor pursuant to those certain deeds recorded under Liber 640 of Deeds, page 51; Liber 642 of Deeds, page 199; and Liber 645 of Deeds, page 1065.

This conveyance is made subject to i) easements, conditions, encumbrances and restrictions of record, and ii) all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose, including but not limited to any encroachments, overlaps or boundary line disputes, and iii) the following restrictions, covenants and agreements ("Permitted Encumbrances").

A. Use Restrictions. The following Use Restrictions (as defined below) are established and will permanently apply to the Property

1. No Agricultural or Groundwater Use. The Property may not be used for any agricultural uses. Groundwater in, on or under the surface of the Property may not be used by Grantee or authorized for use by Grantee for any purpose. The construction or installation of any water supply well by Grantee or authorized by Grantee, whether for drinking, irrigation or any other purpose, on the Property is prohibited. Notwithstanding the foregoing, private flower and vegetable gardens associated with residential use are permitted

2. No Subsurface Use. Excavation of the subsurface of the Property for development or construction of underground parking, basements or substructures is prohibited. Excavation of the subsurface of the Property for storage spaces or utility conduits where hydrocarbon vapors may accumulate is prohibited. This clause does not prohibit installation of a septic system or geothermal heating system or excavation to connect utilities, provided that such installation and excavation do not encourage accumulation of hydrocarbon vapors in a manner which may pose a risk to human health or safety.

B. Engineering and Institutional Controls. The Property is subject to the following engineering and institutional controls:

1. Impervious Liners or Vapor Barriers. Grantee agrees to use appropriately engineered impervious liners or vapor barriers designed, constructed and maintained to prevent the migration of hydrocarbon vapors or liquids, if any, from the soil to the interior of any structures constructed at or on the Property in areas where site conditions dictate that an environmental consultant or engineer, using practices consistent with the standard of care of consultants or engineers practicing under similar circumstances in similar locations, would suggest the use of such impervious liners or vapor barriers for protection of human health. Such barrier or liner must be installed by a licensed contractor experienced in the installation of such barriers or liners. In addition, Grantee must maintain the barrier or liner so that it remains as an effective barrier or liner. The barrier or liner must be of the appropriate strength and quality and at an appropriate level beneath ground level. Such installation must be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

2. Slab on Grade. Grantee agrees that all buildings constructed on the Property must be constructed slab on grade and must not have any living, working, storage or parking areas below grade.

C. The restrictions, prohibitions, limitations, engineering and institutional controls contained in the immediately preceding paragraphs "A" and "B," are collectively referred to as "Use Restrictions."

D. Grantor's Reservation of Access. Notwithstanding anything to the contrary contained herein and without limiting the breadth and scope of Grantee's Obligations (as defined below) in any way, Grantor excepts herefrom and reserves to itself and its successors and assigns the right of access to, and ingress and egress to and from, the Property, at no cost or expense to Grantor, for the following reasons: i) in the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state or local, to investigate the condition of the Property, and ii) for the purpose of confirming Grantee's compliance with the Use Restrictions. Grantor agrees to provide Grantee written notice prior to entering the Property for such investigation or related activities, except in the event of emergencies or where required by Law. Such access and ingress and egress will include such access and ingress and egress by Grantor and its affiliates and their respective employees, agents and contractors.

E. Reservation of Right to Negotiate. In the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state or local, to investigate the condition of the Property, Grantor reserves and has the sole and exclusive right to negotiate, compromise or settle with, and to litigate against, such agency or authority regarding i) the nature, scope, duration, timing and extent of such investigation and remedial activities proposed or required by such agency or authority, ii) any remediation plans, iii) any requirements or orders of such agency or authority, and iv) the completion or termination of investigation and/or remediation efforts by Grantor.

F. The access and ingress and egress rights and rights to negotiate reserved by Grantor contained in the immediately preceding paragraphs "D" and "E" above, are referred to as "Access and Negotiation Rights." The term "Use Restrictions and Access Rights" means and refers to the Use Restrictions and the Access and Negotiation Rights, collectively.

G. These Use Restrictions and Access Rights touch and concern the Property and are covenants running with the land, are binding on Grantor and Grantee and all their successors and assigns, as well as all future occupants and owners of the Property and will be recognized in, and survive, all subsequent sales, transfers, leases, assignments and other conveyances, in whole or part, of the Property. The Use Restrictions and Access Rights must be included in all contracts, deeds and other instruments associated with any subsequent sale, transfer, lease, assignment or other conveyance, in whole or in part, of the Property, and the failure to include the Use Restrictions and Access Rights in any future contracts, deeds and other instruments will in no way limit or impair the validity of the Use Restrictions and Access Rights. The Use Restrictions and Access

Rights will remain effective and in force permanently unless and until waived in writing by Grantor, in its sole discretion.

H. **AS-IS, WHERE-IS.** AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTEE IS TAKING THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS,” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY (OR ANY PART THEREOF) HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, AGREEMENT, INDUCEMENT OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE PROPERTY (TO INCLUDE, WITHOUT LIMITATION, THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PROPERTY OR BUILDING) BUT IS RELYING SOLELY ON GRANTEE’S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS BY GRANTOR OF ANY KIND. GRANTEE’S ACCEPTANCE OF THE PROPERTY IS AT THE SOLE RISK AND LIABILITY OF GRANTEE WITH RESPECT TO I) THE PRESENT STATUS AND CONDITION OF THE PROPERTY, AND II) THE SUITABILITY, FITNESS OR ACCEPTABILITY OF THE PROPERTY FOR GRANTOR’S PURPOSES. FURTHER, GRANTEE ACKNOWLEDGES AND STIPULATES THAT IT HAS HAD ACCESS TO THE PROPERTY TO CONDUCT ITS OWN INVESTIGATION AND ASSESSMENT AND IS WELL AWARE OF THE CONDITION OF THE PROPERTY AND BUILDING.

I. **Release of Claims and Covenant Not to Sue; Assumption of Responsibility.** As a material part of the consideration for this Deed, Grantee agrees to the following release of claims, covenant not to sue and assumption of responsibility obligations:

1. **Release of Claims and Covenant Not to Sue.** Grantee, for itself and its successors and assigns, i) agrees and **covenants not to sue** Grantor Related Parties (as defined below) for any and all Claims (as defined below), and ii) agrees to **acquit, release and forever discharge** Grantor Related Parties from any and all Claims, in both cases, that arise out of or relate to, in any way, the condition, ownership, use, maintenance or operation of the Property at any time, whether before, on or after the Effective Date, no matter how or when caused, whether known or unknown, that are asserted or made by any person or entity, whether public or private, under any Law. As used herein, the term “Law” means any statute, law, rule, regulation or ordinance, whether federal, state or local, whether at law or equity, whether by statute, common law, administrative or regulatory proceeding or otherwise, **whether based on the negligence, gross negligence, strict liability, willful misconduct or other conduct of any party hereto or otherwise**, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the

Clean Water Act, or similar or counterpart state statutes. As used herein, the term "Claims" means any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims or counterclaims; any and all rights of contribution, subrogation, indemnity or reimbursement; any and all liens, payments, penalties or fines (civil or criminal) or taxes; and any and all expenses, costs or fees, to include without limitation and by way of example only, attorneys' and expert witness fees and court costs, and any other charges of any kind or nature whatsoever. The term "Grantor Related Parties" includes Grantor, its parent, affiliates, subsidiaries, employees, officers, directors and agents and all their respective representatives, successors and assigns. Any and all Claims not herein released by Grantee are hereby **irrevocably and without recourse assigned and transferred** in full to Grantor.

2. Assumption of Responsibility. Grantee, for itself and its successors and assigns, **assumes, undertakes and accepts any and all responsibilities, obligations, risks and liabilities**, if any, for i) the environmental and/or physical condition of the Property, whether existing, created or set in place before, on or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on present or future conditions, operations, activities or events, arising under or related to any Law, ii) the assessment, remediation, removal, transportation, disposal, treatment or other disposition of any and all pollutants, contaminants, wastes, materials and substances in, on or under the Property or which are related to or arising from the Property at any time, whether before, on or after the Effective Date, whether hazardous or not, that is or may be required under any Law, and iii) without in any way limiting the breadth or scope of the foregoing (i and ii), those prior uses of and site conditions on the Property. Notwithstanding the foregoing, Grantor retains responsibility for New York State Department of Environmental Conservation Spill No. 84-00518.

J. Taxes and Special Assessments. Taxes and assessments for the current year are prorated as of the Effective Date above, and Grantee assumes the payment of such taxes and assessments after this Effective Date, to include ad valorem taxes and special assessments assessed due to change in ownership, land usage, or zoning occurring as of or after the Effective Date.

This conveyance is made by Grantor under and pursuant to that certain Power of Attorney recorded in the Tompkins County Clerk's Office as Instrument No. _____ on _____, 2017. This conveyance of said Property is made in the usual and regular course of Grantor's business and does not constitute all or substantially all of the assets of the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, and the successors and assigns of the Grantee forever, subject to the terms, covenants and agreements herein.

This Deed is subject to the trust provisions of Section 13 of the Lien Law.

Grantor covenants that, except for the Permitted Encumbrances and the Use Restrictions and Access Rights, it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, by through or under Grantor, but not otherwise.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

Grantor:

EXXONMOBIL OIL CORPORATION

By: _____
Name: R. W. Jackmore
Title: Agent and Attorney-in-Fact

STATE OF TEXAS

ss:

COUNTY OF HARRIS

On this the ____ day of _____, 2016, before me, the undersigned officer, personally appeared R. W. Jackmore, Agent and Attorney-in-Fact of **EXXONMOBIL OIL CORPORATION**, a New York corporation, and he/she as such Agent and Attorney-in-Fact being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said limited liability company.

In witness whereof I hereunto set my hand.

Notary Public, State of Texas
My Commission Expires: _____

[Signature pages continue.]

[Signature pages, cont.]

Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the terms, covenants, agreements, Use Restrictions and Access Rights set forth in this Deed, all of which shall be binding upon Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantee has executed this Deed the day and year first above written.

Grantee:

TOWN OF ULYSSES

By: _____
Name: _____
Its: _____

STATE OF NEW YORK

ss:

COUNTY OF TOMPKINS

On this the ____ day of _____, 2016, before me, the undersigned officer, personally _____ appeared _____, of **TOWN OF ULYSSES**, a political subdivision of the State of New York, and he/she as such _____ being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said political subdivision.

In witness whereof I hereunto set my hand.

Notary Public/Commissioner of Superior Court
My Commission Expires: _____

Schedule "A"

To Bargain and Sale Deed with Limited Covenants for Grantor's Acts

PROPERTY DESCRIPTION

Comprised of Parcels B, E and F

PARCEL B - Tax Parcel # 25.-4-21

(Commonly known as 1853 Trumansburg Road, Jacksonville, New York 14854)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins, and State of New York, being a part of Military Lot 22 in said Town, bounded and described as follows:

BEGINNING at a point in the center line of New York State Route 96 (Trumansburg Road), which point is located South 32 degrees 04 minutes 54 seconds East a distance of 139.89 feet along said center line from the intersection of said center line with the center line of Jacksonville Road (County Route 143);

thence North 74 degrees 36 minutes 07 seconds East along a southern boundary of premises reputedly now or formerly of Hooper (497267-001), passing through a point marked by an iron pipe and running in part along a rail fence, a total distance of 297.48 feet to a point marked by an iron rod;

thence North 60 degrees 14 minutes 38 seconds East along said Hooper premises a distance of 44.16 feet to a point marked by an iron pipe;

thence South 82 degrees 58 minutes 34 seconds East a distance of 67.16 feet to a point marked by an iron rod;

thence South 7 degrees 56 minutes 31 seconds West along a western boundary of premises reputedly now or formerly of Coogan (661/1082) a distance of 58.33 feet to a point marked by an iron rod;

thence South 53 degrees 34 minutes 31 seconds West along said Coogan premises and premises reputedly now or formerly of Ledger (517251-001), passing through a point marked by an iron rod and a point marked by an iron pipe, a total distance of 337.83 feet to a point in the center line of New York State Route 96 (Trumansburg Road);

thence North 34 degrees 30 minutes 54 seconds West along the center line of New York State Route 96 (Trumansburg Road) a distance of 160.68 feet to a point;

thence North 32 degrees 04 minutes 54 seconds West along said center line a distance of 39.27 feet to the point of beginning, containing 1.099 acres of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of New York State Route 96 (Trumansburg Road).
2. An electric line easement granted to New York State Electric & Gas Corporation by instrument of Urania A. Ward dated May 15, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 548.
3. An electric line easement granted to New York State Electric & Gas Corporation by instrument of Henry Williams dated May 16, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 548.
4. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Ernest B. Allen and Eva M. Allen dated October 5, 1959 and recorded in the Tompkins County Clerk's Office on November 6, 1959 in Liber 422 of Deeds at page 545.
5. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Mary L. Van Allen dated October 5, 1959 and recorded in the Tompkins County Clerk's Office on November 6, 1959 in Liber 423 of Deeds at page 49.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of William H. Housworth, Jr. and Nancy T. Housworth dated and recorded in the Tompkins County Clerk's Office on May 16, 1989 in Liber 645 of Deeds at page 1065

REFERENCE is made to a survey map entitled "Division of Lands of Mary L. Van Allen, Jacksonville, Town of Ulysses, Tompkins County, New York," dated August 14, 1970, made by Thomas G. Miller, Engineer and Surveyor, Ithaca, New York, which map is filed in the Tompkins County Clerk's office in Map Book 1970 (Town of Ulysses) at page 12.

**PARCEL E - Tax Parcel # 25.-4-26
(Commonly known as 5020 Jacksonville Road, Jacksonville, New York 14854)**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins and State of New York, located on the east side of Jacksonville Road (County Route 143), which runs northerly from New York State Route 96 at Jacksonville, bounded and described as follows:

BEGINNING at a point in the center line of Jacksonville Road (County Route 143), which point is located North 8 degrees 00 minutes 00 seconds East a distance of 209.66 feet along said center line from its intersection with the center line of New York State Route 96 (Trumansburg Road);

thence North 8 degrees 00 minutes 00 seconds East along the center line of Jacksonville Road a distance of 82.50 feet to a point;

thence South 81 degrees 30 minutes 00 seconds East, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to a point marked by an iron rod;

thence South 8 degrees 00 minutes 00 seconds West along a western boundary of premises reputedly now or formerly of Stover (582/924) a distance of 82.50 feet to a point marked by an iron pipe;

thence North 81 degrees 30 minutes 00 seconds West, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to the point of beginning in the center line of Jacksonville Road, containing 0.266 acre of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of Jacksonville Road (County Route 143).
2. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of W. E. Gregg dated January 22, 1960 and recorded in the Tompkins County Clerk's Office on February 17, 1960 in Liber 425 of Deeds at page 353.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of Dennis R. O'Neil dated and recorded in the Tompkins County Clerk's Office on September 13, 1988 in Liber 640 of Deeds at page 51.

**Parcel F - Tax Parcel # 25.-4-27
(Commonly known as 5036 Jacksonville Road, Jacksonville, New York 14854)**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ulysses, County of Tompkins, and State of New York, bounded and described as follows:

BEGINNING a point in the center line of Jacksonville Road (County Route 143), which point is located North 8 degrees 00 minutes 00 seconds East a distance of 431.13 feet along said center line from its intersection with the center line of New York State Route 96 (Trumansburg Road);

thence South 81 degrees 30 minutes 00 seconds East, passing through points marked by an iron rod in the eastern boundary of Jacksonville Road and by an iron pipe at 136.45 feet, a total distance of 140.25 feet to a point;

thence South 8 degrees 00 minutes 00 seconds West along a western boundary of premises reputedly now or formerly of Stover (582/924) a distance of 138.97 feet to a point marked by an iron rod;

thence North 81 degrees 30 minutes 00 seconds West, passing through a point marked by an iron rod in the eastern boundary of Jacksonville Road, a distance of 140.25 feet to a point in the center line of Jacksonville Road;

thence North 8 degrees 00 minutes 00 seconds East along the center line of Jacksonville Road a distance of 138.97 feet to the point of beginning, containing 0.447 acre of land.

SUBJECT TO:

1. The rights of the public in, to, over, and across that portion of the above-described premises which lies within the bounds of Jacksonville Road (County Route 143).
2. A right of way for electric lines granted to New York State Electric & Gas Corporation by instrument of H. W. Rightmyer dated May 16, 1926 and recorded in the Tompkins County Clerk's Office on June 26, 1926 in Liber 209 of Deeds at page 554.
3. A gas pipeline easement granted to New York State Electric & Gas Corporation by instrument of Clyde H. Reigle and Viola N. Reigle dated April 4, 1960 and recorded in the Tompkins County Clerk's Office on April 13, 1960 in Liber 427 of Deeds at page 157.

BEING the same premises conveyed to Mobil Oil Corporation by warranty deed of Clayton E. Luce dated November 22, 1988 and recorded in the Tompkins County Clerk's Office on November 30, 1988 in Liber 642 of Deeds at page 199.

Parcels B, E, and F are SHOWN ON a survey map entitled "ALTA/ASCM Land Title Survey, Jacksonville and Trumansburg Rd, Jacksonville [sic], New York 14886, Project Name: ExxonMobil-Jacksonville NY," most recently revised on September 7, 2016, prepared by Lehr Land Surveyors, which map is incorporated herein by reference and intended to be filed concurrently herewith.