
**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.