

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-N1D, 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.