

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

THIS INDENTURE made this ^{12th} ~~3rd~~ day of ^{January} ~~December~~, 201~~5~~ between Owner(s) Stauffer Management Company, LLC, having an office at 1800 Concord Pike, Wilmington, County of New Castle, State of Delaware (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 4512 Jordan Road in the Town of Skaneateles, County of Onondaga and State of New York, known and designated on the tax map of the County Clerk of Onondaga as tax map parcel numbers: Section 018. Block 04 Lots 31.1, being the same as that property conveyed to Grantor by deed dated November 18, 1987 and recorded in the Onondaga County Clerk's Office in Liber and Page 3405, 110. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 67.921 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 3, 2014 prepared by C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of the Order on Consent Index # A7-0347-9610, as applicable, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

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

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Onondaga County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

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

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

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

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

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

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

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

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

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

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

Law.

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

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

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by

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

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

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

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

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

Stauffer Management Company, LLC:

By:  _____

Print Name: Charles E. Luendo

Title: Senior Director Date: 12-17-14

Grantor's Acknowledgment

STATE OF ^{Delaware} ~~NEW YORK~~)
COUNTY OF ^{New Castle}) ss:

On the 17th day of December, in the year 20 14, before me, the undersigned, personally appeared Charles Elmendorf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sheila Lottie Vance
Notary Public - State of ~~New York~~
Delaware

SHEILA LOTTIE VANCE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 11, 2015

SCHEDULE "A" PROPERTY DESCRIPTION

All THAT TRACT OR PARCEL OF LAND, situate in the Town of Skaneateles, County of Onondaga, State of New York, being part of Military Lots Nos. 1 and 10, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection with the division line between the lands now or formerly of Stauffer Management Company, LLC (by virtue of merger with Atkemix Thirty-Seven, Inc. on December 7, 2000) as described in Book 3405 at Page 110 on the south, and the lands now or formerly of Stephen T. Driscoll (reputed owner) as described in Book 3996 of Deeds at Page 305 on the north with the northeasterly 1923 highway line of Jordan Road (66 feet wide per Highway by Use Association Law of 1836);

Thence along the northeasterly and easterly margin of said Jordan Road in a generally southerly direction the following eleven (11) courses and distances:

- 1) South 43 deg. 19 min. 03 sec. East, 819.96 feet to a point; thence
- 2) along the arc of a curve to the right having a radius of 432.62 feet, length of 88.72 feet and chord of South 37 deg. 26 min. 33 sec. East 88.56 feet to a point; thence
- 3) South 31 deg. 34 min. 03 sec. East, 3.88 feet to a point; thence
- 4) along the arc of a curve to the right having a radius of 336.06 feet, length of 163.06 feet and chord of South 17 deg. 40 min. 03 sec. East 161.46 feet to a point; thence
- 5) South 03 deg. 46 min. 03 sec. East, 2.18 feet to a point; thence
- 6) along the arc of a curve to the left having a radius of 540.61 feet, length of 117.94 feet and chord of South 10 deg. 01 min. 03 sec. East 117.71 feet to a point; thence
- 7) South 16 deg. 16 min. 03 sec. East, 18.94 feet to a point; thence
- 8) along the arc of a curve to the right having a radius of 985.22 feet, length of 120.37 feet and chord of South 12 deg. 46 min. 03 sec. East 120.29 feet to a point; thence
- 9) South 09 deg. 16 min. 03 sec. East, 250.56 feet to a point; thence
- 10) along the arc of a curve to the left having a radius of 577.38 feet, length of 208.09 feet and chord of South 19 deg. 35 min. 33 sec. East 206.97 feet to a point; and
- 11) South 29 deg. 55 min. 03 sec. East, 49.16 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC generally on the northeast and the lands now or formerly Nathan R. Card (reputed owner) as described in Book 5270 of Deeds at Page 248 generally on the southwest;

Thence along said division line the following three (3) courses and distances:

- 1) North 60 deg. 24 min. 32 sec. East, 9.34 feet to a point of reference and a total of 25.61 feet to the south bank of Skaneateles Creek; thence
- 2) southeasterly along the south bank of Skaneateles Creek 514 feet more or less to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the east and the said lands of Card on the west; said south bank being reference by a line having a course of South 66 deg. 39 min. 50 sec. East, 530.57 feet between the aforesaid and hereinafter described reference points; and
- 3) South 03 deg. 36 min. 53 sec. East, along said division line, 35.00 feet to a point of reference and a total of 128 feet more or less to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the north and the said lands of Card on the south;

Thence South 86 deg. 15 min. 26 sec. West, along said division line, 311.80 feet to its intersection with the east line of the lands of the Skaneateles Short Line Railroad Company (reputed owner);

Thence South 19 deg. 53 min. 34 sec. East, along said east line of the railroad company, 17.18 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the north, and lands now or formerly of Card Mowing, LLC (reputed owner) as described in Book 5280 of Deeds at page 56 on the south;

Thence along said division line the following three (3) courses and distances:

- 1) North 86 deg. 15 min. 26 sec. East, 331.02 feet to a point; thence
- 2) North 03 deg. 44 min. 34 sec. West, 16.50 feet to a point; and
- 3) North 86 deg. 15 min. 26 sec. East, along said division line, 519.18 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the southwest and north and the lands now or formerly of Rubina Ahmed (reputed owner) as described in Book 5024 of Deeds at Page 236 on the northeast and south;

Thence along said division line the following two (2) courses and distances:

- 1) North 52 deg. 56 min. 35 sec. West, 456.85 feet to a point; and
- 2) North 70 deg. 18 min. 16 sec. East, 358.63 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the west and north and the lands now or formerly of Michael P. and Andrea J. Schoeneman (reputed owner) as described in Book 4061 of Deeds at Page 308 on the east and south;

Thence along said division line the following two (2) courses and distances:

- 1) North 11 deg. 13 min. 23 sec. West, 255.55 feet to a point; and
- 2) North 86 deg. 49 min. 55 sec. East, 501.58 feet to its intersection with the west line of Parcel B of the Stauffer Subdivision filed in the Onondaga County Clerk's Office as Map 9507.

Thence North 03 deg. 27 min. 12 sec. West, along the west line of Parcel B, 1341.42 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC on the south and the lands now or formerly of Robert M. and Bonnie L. Brown (reputed owner), on the north;

Thence South 86 deg. 32 min. 48 sec. West, along said division line 80.60 feet to its intersection with the division line between the said Lands of Stauffer Management Company, LLC on the south and the lands now or formerly of Charles A. Ochsner (reputed owner) on the north;

Thence South 86 deg. 01 min. 40 sec. West, along said division line, 932.20 feet to its intersection with the division line between the said lands of Stauffer Management Company, LLC generally on the south, and the lands now or formerly of Niagara Mohawk Power Corporation (reputed owner) generally on the north;

Thence along said division line the following three (3) courses and distances:

- 1) South 50 deg. 18 min. 13 sec. West, 296.69 feet to a point; thence
- 2) North 44 deg. 56 min. 27 sec. West, 178.30 feet to a point; and
- 3) North 71 deg. 04 min. 27 sec. West, 85.80 feet to its intersection with the division line between the said lands of Stauffer Management, LLC generally on the south and the lands now or formerly of the Town of Skaneateles (reputed owner) as described in Book 4087 of Deeds at Page 18 generally on the north;

Thence along said division line the following three (3) courses and distances:

- 1) North 55 deg. 09 min. 27 sec. West, 212.80 feet to a point; thence
- 2) North 87 deg. 54 min. 27 sec. West, 262.20 feet to a point; and
- 3) South 75 deg. 09 min. 33 sec. West, 113.95 feet to its intersection with the first hereinabove described division line between the said lands of Stauffer Management Company, LLC generally on the south and the said lands of Driscoll generally on the north;

Thence along said division line the following four (4) courses and distances:

- 1) South 29 deg. 24 min. 27 sec. East, 47.10 feet to a point; thence
- 2) South 48 deg. 35 min. 33 sec. West, 135.00 feet to a point; thence
- 3) South 65 deg. 35 min. 33 sec. West, 70.00 feet to a point; and
- 4) South 76 deg. 16 min. 49 sec. West, 109.29 feet to the point or place of beginning.

Intending to describe part of the lands of Stauffer Management Company, LLC as described in Book 3405 of Deeds at Page 110 and being all of Parcel A as shown on a map entitled "Stauffer Subdivision" filed in the Onondaga County Clerk's Office as Map 9507.