

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

THIS INDENTURE made this 18th day of OCTOBER, 2011 between Owner(s) Syracuse Label Co., Inc., having an office at 110 Luther Ave, Liverpool, New York 13088, County of Onondaga, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantor, is the owner of real property located at the address of 110 Luther Ave in the Town of Salina, 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 085 Block 12 Lot 4.1, 5.0, 6.1, 8.0, and 9.0, being the same as that property conveyed to Grantor by deed(s) dated December 13, 1994, and recorded in the Onondaga County Clerk's Office in Liber 3972 at Page 48; Liber 3781 at Page 325; and Liber 3375 at Page 67. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.40 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 11, 2010 and revised on November 12, 2010, July 26, 2011, August 1, 2011 and September 23, 2011, prepared by Ianuzi & Romans Land Surveying, P.C., 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

[6/11]

established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B7-0811-09-08, 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) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) 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;

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

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

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

(9) 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 annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be

defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to: Site Number: C734118
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

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

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the [6/11]

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.

Grantor: Syracuse Label Co., Inc.:

By: Kathleen Alaimo

Print Name: Kathleen Alaimo

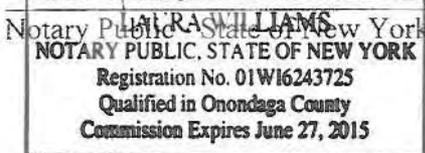
Title: President Date: 10/7/11

Grantor's Acknowledgment

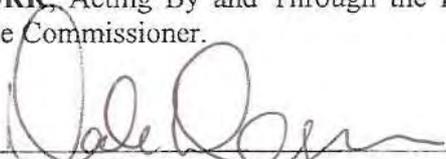
STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga)

On the 7 day of October, in the year 2011, before me, the undersigned, personally appeared Kathleen Alaimo, 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.

Laura Williams 10/7/11



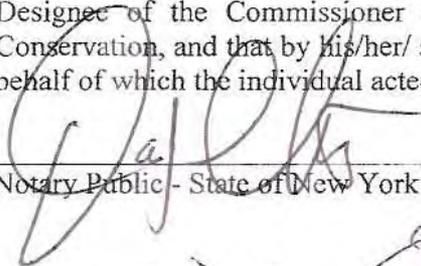
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: 
Dale A. Desnoyers, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of October in the year 2011, before me, the undersigned, personally appeared Dale A. Desnoyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

~~David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014~~ *pfe 10/21/11*

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" ENVIRONMENTAL EASEMENT
PROPERTY DESCRIPTION

Address of property: 110 Luther Ave, T/O Salina, Onondaga County, New York
Tax Map: 085 - 12 - 4.1, 5.0, 6.1, 8.0 and 9.0

All that tract or parcel of land, situate in the Town of Salina, County of Onondaga and State of New York, being Lot Nos. 427 - 433, 437, 438 and 467 - 478, on a map of Buckley Gardens dated May 18, 1914 made by A.L. Eliot, C.E. and filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484.

Also, all that tract or parcel of land, situate in the Town of Salina, County of Onondaga and State of New York, being part of Farm Lot 135 in said Town, being part of Buckley Gardens according to a map dated May 18, 1914, filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484, being part of Albion Avenue, formerly, according to said Buckley Gardens map, being a strip of land beginning at the intersection of the most northerly corner of Lot 468 Buckley Gardens with the southeasterly street boundary of Albion Avenue; thence N 43°59'30" W Deed, a distance of 40.0 feet to a point; thence S 46°00'30" W Deed, a distance of 60.0 feet to a point; thence S 43°59'30" E Deed, a distance of 40.0 feet to a point; thence N 46°00'30" E Deed, a distance of 60.0 feet to the point and place of beginning. Intending to describe a strip of land conveyed to Syracuse Label Company, Inc. by deed recorded in Book 3972 of Deeds at page 48 & c. in the Onondaga County Clerk's Office.

Excepting and reserving a right of way over the above described parcel to and over the existing pavement of Albion Avenue for purpose of ingress and egress. Being a strip of land that is 15.0 feet in width and 60.0 feet in length.

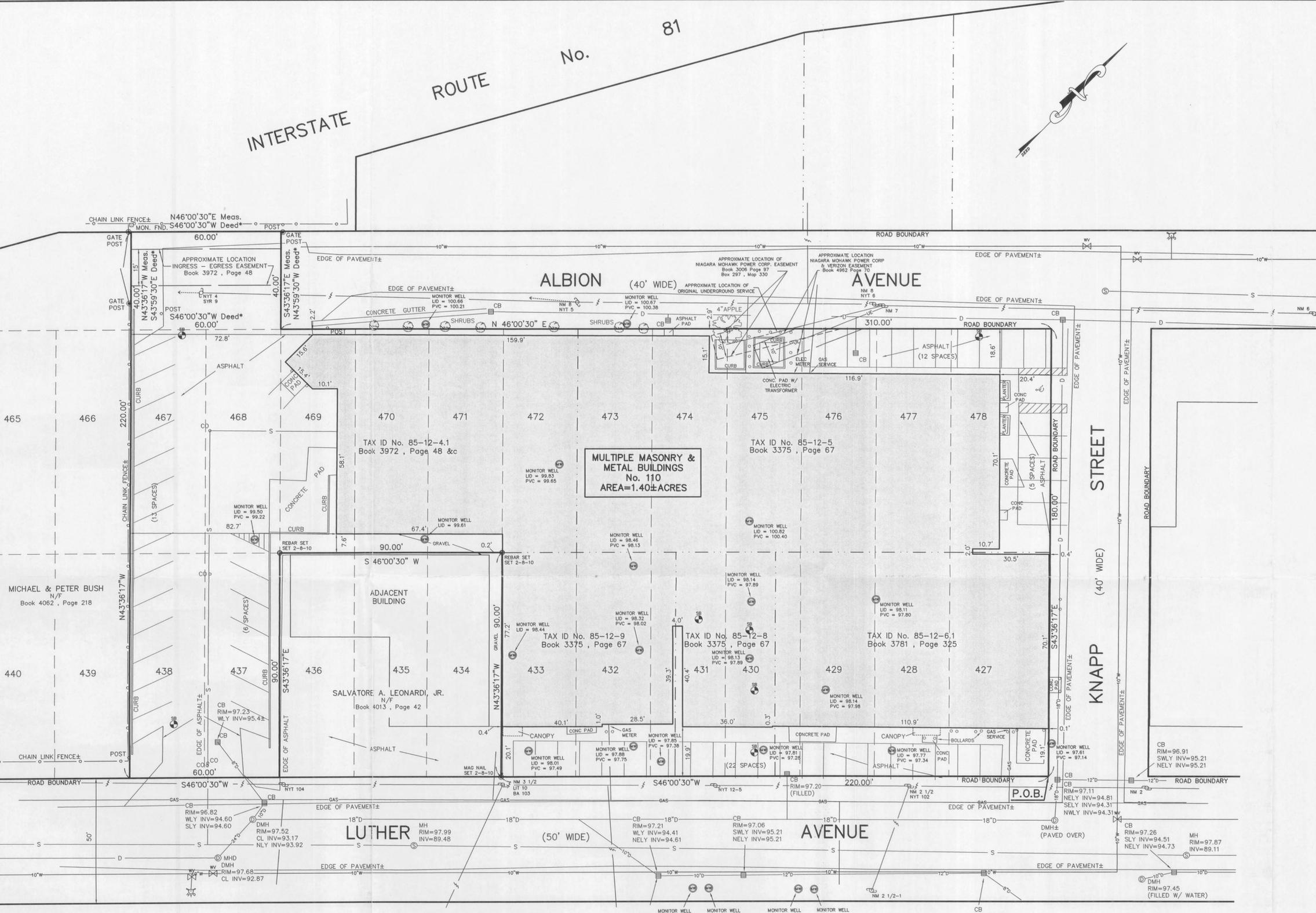
The above described parcels of land are more particularly and correctly described together as follows:

All that tract or parcel of land situate in the Town of Salina, County of Onondaga and State of New York, being part of Buckley Gardens according to a map of said tract made by A.L. Eliot, C.E. dated May 18, 1914 and filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484, bounded and described as follows:

Beginning at the intersection of the southwesterly boundary of Knapp Street with the northwesterly boundary of Luther Avenue; running thence S 46°00'30" W, along said northwesterly boundary of Luther Avenue, a distance of 220.00 feet to a point therein, said point being the most southerly corner of Lot No. 433 in said Buckley Gardens; thence N 43°36'17" W, along the southwesterly boundary of said Lot No. 433, a distance of 90.00 feet to the most westerly corner thereof; thence S 46°00'30" W, along the southeasterly boundaries of Lot Nos. 471, 470 and 469, respectively, a distance of 90.00 feet to the most northerly corner of Lot No. 437 in Buckley Gardens; thence S 43°36'17" E, along the northeasterly boundary of said Lot No. 437, a distance of 90.00 feet to the most easterly corner thereof, said point being in the aforementioned northwesterly boundary of Luther Avenue; thence S 46°00'30" W, along said northwesterly boundary of Luther Avenue, a distance of 60.00 feet to the most southerly corner of Lot No. 438; thence N 43°36'17" W, along the southwesterly boundaries of Lot Nos. 438 and 467, respectively, and its northwesterly prolongation, a distance of 220.00 feet to a point in the southeasterly boundary of Interstate Route No. 81; thence N 46°00'30" E, along said southwesterly boundary of Interstate Route No. 81, a distance of 60.00 feet to a point therein, said point being on the northwesterly prolongation of the northeasterly boundary of Lot No. 468; thence S 43°36'17" E, along said northwesterly prolongation of said northeasterly boundary of Lot

No. 468, a distance of 40.00 feet to the most northerly corner of said Lot No. 468, said point being in the southeasterly boundary of said Albion Avenue; thence N 46°00'30" E, along said southeasterly boundary of Albion Avenue, a distance of 310.00 feet to the intersection of the aforementioned southwesterly boundary of Knapp Street with said southeasterly boundary of Albion Avenue; thence S 43°36'17" E, along said southwesterly boundary of Knapp Street, a distance of 180.00 feet to the point of beginning.

SURVEY



LEGAL DESCRIPTION

All that tract or parcel of land, situate in the Town of Salina, County of Onondaga and State of New York, being Lot Nos. 427 - 433, 437, 438 and 467 - 478, on a map of Buckley Gardens dated May 18, 1914 made by A.L. Eliot, C.E. and filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484.

Also, all that tract or parcel of land, situate in the Town of Salina, County of Onondaga and State of New York, being part of Farm Lot 135 in said Town, being part of Buckley Gardens according to a map dated May 18, 1914, filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484, being part of Albin Avenue, formerly, according to said Buckley Gardens map, being a strip of land beginning at the intersection of the most northerly corner of Lot 468 Buckley Gardens with the southeasterly street boundary of Albin Avenue; thence N 43°59'30" W Deed, a distance of 40.0 feet to a point; thence S 46°00'30" W Deed, a distance of 60.0 feet to a point; thence S 43°59'30" E Deed, a distance of 40.0 feet to a point; thence N 48°00'30" E Deed, a distance of 60.0 feet to the point and place of beginning. Intending to describe a strip of land conveyed to Syracuse Label Company, Inc. by deed recorded in Book 3972 of Deeds at page 48 & c. in the Onondaga County Clerk's Office.

Excepting and reserving a right of way over the above described parcel to and over the existing pavement of Albin Avenue for purpose of ingress and egress. Being a strip of land that is 15.0 feet in width and 60.0 feet in length.

The above described parcels of land are more particularly and correctly described together as follows:

All that tract or parcel of land situate in the Town of Salina, County of Onondaga and State of New York, being part of Buckley Gardens according to a map of said tract made by A.L. Eliot, C.E. dated May 18, 1914 and filed in the Onondaga County Clerk's Office May 20, 1914 as Map No. 1484, bounded and described as follows:

Beginning at the intersection of the southwesterly boundary of Knapp Street with the northwesterly boundary of Luther Avenue; running thence S 46°00'30" W, along said northwesterly boundary of Luther Avenue, a distance of 220.00 feet to a point therein, said point being the most southerly corner of Lot No. 433 in said Buckley Gardens; thence N 43°36'17" W, along the southwesterly boundary of said Lot No. 433, a distance of 90.00 feet to the most westerly corner thereof; thence S 46°00'30" W, along the southeasterly boundaries of Lot Nos. 471, 470 and 469, respectively, a distance of 90.00 feet to the most northerly corner of Lot No. 437 in Buckley Gardens; thence S 43°36'17" E, along the northeasterly boundary of said Lot No. 437, a distance of 90.00 feet to the most easterly corner thereof; thence S 46°00'30" W, along the southeasterly boundary of Luther Avenue; thence S 46°00'30" W, along said northwesterly boundary of Luther Avenue, a distance of 60.00 feet to the most southerly corner of Lot No. 438; thence N 43°36'17" W, along the southwesterly boundaries of Lot Nos. 438 and 467, respectively, and its northwesterly prolongation, a distance of 220.00 feet to a point in the southeasterly boundary of Interstate Route No. 81; thence N 46°00'30" E, along said southeasterly boundary of Interstate Route No. 81, a distance of 60.00 feet to a point therein, said point being on the northwesterly prolongation of the northeasterly boundary of Lot No. 468; thence S 43°36'17" E, along said northwesterly prolongation of said northeasterly boundary of Lot No. 468, a distance of 40.00 feet to the most northerly corner of said Lot No. 468, said point being in the southeasterly boundary of Albin Avenue; thence N 46°00'30" E, along said southeasterly boundary of Albin Avenue, a distance of 310.00 feet to the intersection of the aforementioned southwesterly boundary of Knapp Street with said southeasterly boundary of Albin Avenue; thence S 43°36'17" E, along said southwesterly boundary of Knapp Street, a distance of 180.00 feet to the point of beginning. Containing 1.40 acres of land, more or less. Subject to any easements and restrictions of record.

NOTES:

Elevations referred to an assumed datum.

Total area: 1.40 ± acres

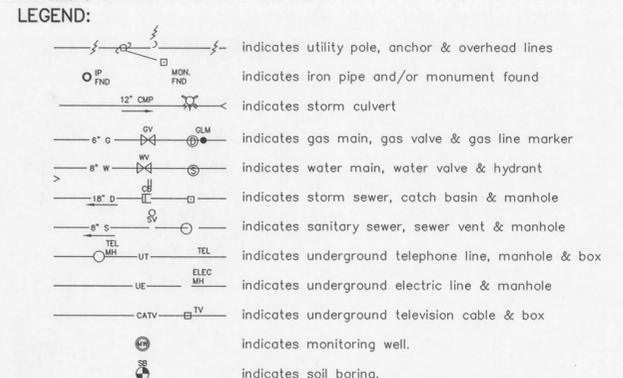
Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.

The premises shown hereon is within Zone "C" (minimal flooding) according to Federal Emergency Management Agency National Flood Insurance Program Flood Insurance Rate Map Community Panel No. 360591 0006 A for the Town of Salina, effective date: August 16, 1982.

Tax Map Nos. 85-12-4.1, 5, 6.1, 8 & 9

* Need to Syracuse Label Company, Inc. (Book 3972 of Deeds at Page 48 & c.)

Tract Map
By: A. L. Eliot, C.E.
Filed: May 20, 1914
Map No. 1484



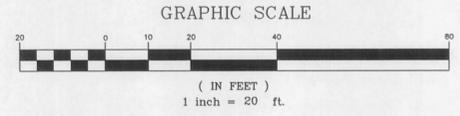
TO: STEWART TITLE INSURANCE COMPANY, SYRACUSE LABEL CO., INC. AND PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION;

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT MAP MADE FROM AN ACTUAL SURVEY.

A. L. Eliot
N.Y.S. Licensed Land Surveyor

△ S & W REDEVELOPMENT COMMENTS
△ ADD NMPC EASEMENT BOOK 3006, PAGE 97
\\Server\land projects\3307001\dwg\3405001.dwg

<p>REVISIONS</p> <p>NOVEMBER 12, 2010</p> <p>△ JULY 26, 2011</p> <p>△ AUGUST 1, 2011</p>	<p>MONITORING WELL LOCATIONS</p> <p>SYRACUSE LABEL Co., Inc.</p> <p>LOT Nos. 427 THROUGH 433, 437, 438 & 467 THROUGH 478</p> <p>BUCKLEY GARDENS</p> <p>PART OF FARM LOT Nos. 133, 134 & 135</p> <p>KNOWN AS 110 LUTHER AVENUE</p> <p>TOWN OF SALINA</p> <p>ONONDAGA COUNTY, NEW YORK</p>	
<p>IANUZI & ROMANS</p> <p>LAND SURVEYING, P.C.</p> <p>5251 WITZ DRIVE</p> <p>NORTH SYRACUSE, NY 13212</p> <p>PHONE: (315) 457-7200</p> <p>FAX: (315) 457-9251</p>	<p>DATE: MARCH 11, 2010</p> <p>SCALE: 1" = 20'</p> <p>FILE NO.: 3405.001</p>	<p>SHEET NO.</p> <p>F.B. NO. 1390</p>



Reference: Abstract of Title by Salina Abstract and Title Agency, Inc., Title No. 65147-T, Dated October 22, 2007.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.