

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

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First PARTY 1

RANALLI ALA LLC

First PARTY 2

NYSDEC

Index Type : Land Records

Instr Number : 2020-00048905

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$100.50

Recording Pages : 11

The Property affected by this instrument is situated in Syracuse, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 5368

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$100.50

State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 12/15/2020

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Lisa Dell

Lisa Dell, County Clerk



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

THIS INDENTURE made this 9 day of December, 2020, between Owner, Ranalli ALA, LLC, having an office at 1200 State Fair Boulevard, Syracuse, New York 13209, 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 addresses of 738-66 Erie Boulevard West in the City of Syracuse, 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 number: Section 105 Block 9 Lot 13, being the same as that property conveyed to Grantor by deed dated July 31, 2015 and recorded in the Onondaga County Clerk's Office in Liber and Page 5336/145;

WHEREAS, Grantor, is the owner of real property located at the address of 225-31 Richmond Avenue in the City of Syracuse, 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 number: Section 105 Block 9 Lot 6, being the same as that property conveyed to Grantor by deed dated January 3, 2020 and recorded in the Onondaga County Clerk's Office in Instrument No. 2020-891.

WHEREAS, Grantor, is the owner of real property located at the address of 221-23 Richmond Avenue in the City of Syracuse, 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 number: Section 105 Block 09 Lot 07.0, being part of the same as that property conveyed to Grantor by

deed dated July 31, 2015 and recorded in the Onondaga County Clerk's Office in Liber and Page 5336/145.

WHEREAS, Grantor, is the owner of real property located at the address of 161-213 Richmond Avenue in the City of Syracuse, 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 number: Section 105 Block 09 Lot 08.0, being a part of the same as that property conveyed to Grantor by deed dated July 31, 2015 and recorded in the Onondaga County Clerk's Office in Liber and Page 5336/145.

WHEREAS, Grantor, is the owner of real property located at the address of 115 Van Rensselaer in the City of Syracuse, 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 number: Section 105 Block 09 Lot 25, being part of the same as that property conveyed to Grantor by deed dated April 13, 2020 and recorded in the Onondaga County Clerk's Office in Instrument No. 2020-12958.

WHEREAS, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.510 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 8, 2020 prepared by Timothy J. Coyer, P.L.S. of Ianuzi & Romans Land Surveying, P.C., which will be attached to the Soil and Groundwater Management Plan ("SGMP"). 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 Soil and Groundwater Management Plan dated December, 2014, 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 SGMP including any and all Department approved amendments to the SGMP 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 Soil and Groundwater Management Plan (SGMP);
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SGMP;
- (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 SGMP;
- (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 SGMP;
- (7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SGMP;
- (8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SGMP;
- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SGMP;
- (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 SGMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SGMP 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 SGMP 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 SGMP and obtaining an up-to-date version of the SGMP 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 SGMP that the Department approves for the Controlled Property and all Department-approved amendments to that SGMP.

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 Soil and Groundwater 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:

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

Ranalli ALA, LLC:

By: [Signature]

Print Name: James P Ranalli

Title: Manager Date: 12/9/2020

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga

On the 9 day of December in the year 2020, before me, the undersigned, personally appeared James P Ranalli, 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.

[Signature]
Notary Public - State of New York

JESSICA L CLARK
Notary Public, State of New York
No. 01CL6272162
Qualified in Onondaga County
Commission Expires 11/13/2024

SCHEDULE "A" PROPERTY DESCRIPTION

LEGAL DESCRIPTION

ENVIRONMENTAL EASEMENT

RANALLI ALA

CITY OF SYRACUSE

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, in Block Nos. 431 and 432 in said City, more particularly described as follow:

Beginning at a point in the northerly boundary of Erie Boulevard West at its intersection with the westerly boundary of lands conveyed to Allied Erie, LLC by deed recorded in Book 4450 of Deeds at page 254 in the Onondaga County Clerk's Office; running thence westerly along said northerly boundary of Erie Boulevard West following a curve to the right having a radius of 2252.00 feet, an arc distance of 413.16 feet, being subtended by a chord bearing S 80°44'27" W, a distance of 412.59 feet to a point in the easterly boundary of lands conveyed to Bobbett Family, LLC by deed recorded in Book 4199 of Deeds at page 121 in the Onondaga County Clerk's Office; thence northwesterly and westerly along said easterly boundary of lands conveyed to Bobbett Family, LLC the following courses and distances: 1) N 18°47'10" E, 14.88 feet to a point of curvature; 2) northeasterly following a curve to the right having a radius of 309.50 feet, an arc distance of 161.35 feet to a point; 3) S 77°26'00" W, 57.15 feet to a point therein; thence N 1°23'30" E continuing along said easterly boundary of lands conveyed to Bobbett Family, LLC and along the easterly boundary of other lands conveyed to Bobbett Family, LLC by deed recorded in Book 4199 of Deeds at page 130 in the Onondaga County Clerk's Office and along the easterly boundary of lands conveyed to Ronald D. and Anne M.

Haley by deed recorded in Book 3631 of Deeds at page 58 in the Onondaga County Clerk's Office, a distance of 508.26 feet to a point in the southerly boundary of Richmond Avenue; thence S 88°44'10" E along said southerly boundary of Richmond Avenue, a distance of 362.78 feet to a point in the westerly boundary of other lands conveyed to Richmond UAS Properties, LLC by deed recorded in Book 5253 of Deeds at page 421 in the Onondaga County Clerk's Office; thence S 1°22'40" W along said westerly boundary of other lands conveyed to Richmond UAS Properties, LLC, a distance of 165.00 feet to a point therein; thence S 88°44'10" E continuing along said westerly boundary of other lands conveyed to Richmond UAS Properties, LLC, a distance of 40.98 feet to a point therein; thence S 12°34'00" E continuing along said other lands conveyed to Richmond UAS Properties, LLC and through said lands conveyed to Richmond UAS Properties, LLC by deed recorded in Book 5360 of Deeds at page 358 in the Onondaga County Clerk's Office, a distance of 236.59 feet to a point in the northerly boundary of said lands conveyed to Allied Erie, LLC; thence S 77°26'00" W along said northerly boundary of lands conveyed to Allied Erie, LLC, a distance of 92.46 feet to the northwesterly corner thereof; thence S 1°22'40" W along the aforementioned westerly boundary of lands conveyed to Allied Erie, LLC, a distance of 151.21 feet to the point of beginning.

Containing 5.510 acres more or less.

Subject to any easements and restrictions of record.