

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

Onondaga County Clerk Recording Cover Sheet

Received From :
ONONDAGA COUNTY LAW DEPARTMENT
421 MONTGOMERY ST 10TH FLOOR
SYRACUSE, NY 13202

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ONONDAGA COUNTY LAW DEPARTMENT
421 MONTGOMERY ST 10TH FLOOR
SYRACUSE, NY 13202

First PARTY 1

COUNTY OF ONONDAGA

First PARTY 2

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Index Type : Land Records

Instr Number : 2022-00006963

Book : **Page :**

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$0.00

Recording Pages : 11

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

Real Estate Transfer Tax

RETT # : 7924

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$0.00

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) : 02/16/2022

At (Recorded Time) : 11:32:00 AM



Doc ID - 046605500011

Lisa Dell, County Clerk



THIS IS NOT A BILL

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

THIS INDENTURE made this 7th day of February, 2022 between Owner(s) County of Onondaga, having an office at 421 Montgomery Street, Syracuse, New York 13202, 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 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 Onondaga Lake Park in the Town of Geddes, 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 30 Block 1 Lot 2.1 (the "Property"), being a portion of the property conveyed to Grantor by the following deeds and letter of patent:

- deed dated December 28, 1931 and recorded in the Onondaga County Clerk's Office in Liber and Page 664/467.
- deed dated October 18, 1948 and recorded in the Onondaga County Clerk's Office in Liber and Page 1427/375.
- Letter of patent dated December 14, 1960 and recorded in the Onondaga County Clerk's Office in Liber and Page 2032/594.

The property subject to this Environmental Easement comprises approximately 4.165 +/- acres (the "Controlled Property"), and is hereinafter more fully described in the Land Title Survey dated June 4, 2019 prepared by James S. Thew, L.S., 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 Consent Decree dated October 11, 2006 in State of New York v. Honeywell International Inc., Matter # 89-CV-815 filed in the United States District Court Northern District of New York, and "So Ordered" by the Honorable Frederick J. Scullin, Jr. on January 4, 2007, 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, as applicable to the Grantor as the tax parcel Owner, 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:

Its current use as lands underwater, which includes passive recreational uses, which are public uses with limited potential for soil contact;

(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 use or Restricted-Residential use purposes as defined in 6 NYCRR 375-1.8(g)(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 or Responsible Party assumes, each on behalf of itself, their successors and assigns. The Grantor's assumption of its obligations contained in the SMP 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 its obligations in the SMP and the Grantor assumes the burden of 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 and/or Responsible Party shall, in accordance with the terms of the SMP and 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 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 Controlled 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 Grantor or its successors violates the institutional controls of this Environmental Easement, or takes any action to remove, alter or disturb any of the engineering controls placed on the Controlled Property, the Grantee may take any action available to it in law or equity.

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 periodic 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: 734030
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 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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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

The County of Onondaga:

By: [Signature] *SS*
Print Name: J Ryan McMahon, II.

Title: County Executive Date: 1-7-2022

Grantor's Acknowledgment

STATE OF)
) ss:
COUNTY OF)

On the 7th day of January in the year 2022, before me, the undersigned, personally appeared J Ryan McMahon, II. (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 executed the same in his capacity(ies), and that by his 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

ROBERT M. DOHERTY
Notary Public, State of New York
Registration #01DO6278230
Qualified in Onondaga County
Commission Expires March 18, 2025

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: Susan Edwards
Susan Edwards, Acting Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 7th day of February, in the year 2022 before me, the undersigned, personally appeared Susan Edwards, 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.

Jennifer Andaloro
Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

Surveyor's Description Environmental Easement Area
Contains: 4.165 Acres

All that tract or parcel of land situate in the Town of Geddes, County of Onondaga, State of New York, and being more precisely described as follows: *Lot 34*

Beginning at a point on the easterly bounds of New York State Route 690, said point being 144.00 feet distant northeasterly, measured at right angles, from station 180+68.00 of the herein after described survey baseline for the construction of the Lake Onondaga West Shore Development, Northwest Arterial Connection, S.H. No. FASH 56-6P 54-5 FAI 570, said point also being on westerly line of a parcel of land conveyed by The People of the State of New York to the County of Onondaga by deed dated December 14, 1960 and recorded in the Onondaga County Clerk's Office on February 6, 1961 in Liber 2032 of Deeds at Page 594, said point also having New York State plane coordinates (NAD83/2011- Central Zone) of 1,125,430.79 feet North and 914,328.53 feet East;

thence North 27 degrees 50 minutes 32 seconds West, along the easterly bounds of New York State Route 690, a distance of 311.55 feet to a point, said point also being distant 156.18 feet, northeasterly, measured at right angles, from station 183+97.71 of said baseline;

thence North 51 degrees 50 minutes 45 seconds East, through the lands of Onondaga County Department of Parks and Recreation (Liber 2032 Page 594), a distance of 447.44 feet to a point on the southerly shoreline of Onondaga Lake, said point also being on the westerly line of a parcel of land conveyed by The People of the State of New York to the County of Onondaga by deed dated March 29, 1984 and recorded in the Onondaga County Clerk's Office on December 20, 1984 in Liber 3142 of Deeds at Page 245;

thence along the lands of the County of Onondaga (Liber 3142 Page 245) the following three courses and distances:

1. Southeasterly, along the southerly shoreline of Onondaga Lake as it winds and turns, a distance of 305.4 feet, more or less, (Chord: South 33 degrees 55 minutes 09 seconds East 297.61 feet), to a point on the westerly bank of Ninemile Creek;
2. Southwesterly, along the westerly bank of Ninemile Creek as it winds and turns, a distance of 400.9 feet, more a less, (Chord: South 29 degrees 20 minutes 57 seconds West 400.32 feet), to a point in the westerly bank of Ninemile Creek;
3. South 62 degrees 18 minutes 11 seconds West a distance of 138.31 feet to a point on the easterly bounds of New York State Route 690, said point also being distant 148.00 feet, northeasterly, measured at right angles, from station 88+10.00 of the herein after described survey baseline "K" for the reconstruction of the Interstate Route Connection 570, Lake Onondaga West Shore Development, Northwest Arterial Connection, State Highway No. 54-5;

thence along the easterly bounds of New York State Route 690 on a non-tangent curve deflecting to the left, having a central angle of 1 degree 17 minutes 04 seconds and a radius of 5,391.54 feet, an arc distance of 120.87 feet (Chord: North 26 degrees 51 minutes 35 seconds West 120.87 feet) to the **Point of Beginning**.

To Contain: 4.165 acres of land, more or less.

A portion of the above-mentioned survey baseline for the for the construction of the Lake Onondaga West Shore Development, Northwest Arterial Connection, S.H. No. FASH 56-6P 54-5 FAI 570 is described as follows:

Beginning at station 174+35.00; thence North 34 degrees 42 minutes 41 seconds West a distance of 745.00 feet to station 181+80.00; thence North 27 degrees 47 minutes 41 seconds West a distance of 2120.00 feet to station 203+00.00.

A portion of the above-mentioned survey baseline "K" for the reconstruction of the Interstate Route Connection 570, Lake Onondaga West Shore Development, Northwest Arterial Connection, State Highway No. 54-5 is described as follows:

Beginning at station 'K' 78+00.00 thence South 27 degrees 41 minutes 49 seconds East a distance of 1070.061 feet to Station 'K' 88+70.061.

The above-described parcel is intended to be a portion of the same premises conveyed by The People of the State of New York to the County of Onondaga by deed dated December 14, 1960 and recorded in the Onondaga County Clerk's Office on February 6, 1961 in Liber 2032 of Deeds at Page 594.

The above-mentioned coordinates, bearings and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected onto the New York State Plane Coordinate System (Central Zone).

A map of the above-described Environmental Easement Area was prepared by Thew Associates PE-LS, PLLC, dated May 9, 2019, and is distinguished as Drawing No. CK3931-06-19.