

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

April 15, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Bureau of Remediation
Office of General Counsel, 14th Floor
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500

Re: Syracuse (Erie Blvd.) MGP - Environmental Easement
Address: 300-20 Erie Boulevard West, City of Syracuse, NY
(tax map #104.-11-05.1)
303 West Genesee Street, City of Syracuse, NY
(tax map #104.-11-04.1)
409 West Genesee Street, City of Syracuse, NY
(tax map #104.-11-03.0)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 734060

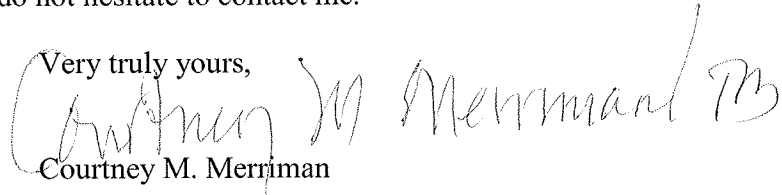
Dear Ladies and Gentlemen:

Enclosed please find the following documentation pertaining to the above-referenced matter:

1. Photocopy of the filing receipt from the Onondaga County Clerk's Office for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to the Mayor of the City of Syracuse;
3. Proof of mailing of the municipality notification letter to the Director of Code Enforcement of the City of Syracuse.

Bureau of Remediation
April 15, 2020
Page 2

I trust this satisfies the final requirements related to the Environmental Easement for this site.
Should you require any further information, please do not hesitate to contact me.

Very truly yours,

Courtney M. Merriman

CMM:jml
Enclosures

cc: Bradford D. Burns, Senior Attorney (with copy of attachments)
John Spellman, P.E., Project Manager (with copy of attachments) ✓

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 HONORABLE BEN WALSH
 CITY OF SYRACUSE
 233 EAST WASHINGTON STREET
 SYRACUSE NY 13202



9590 9402 2996 7094 7689 84

2. Article Number (Transfer from service label)
 7016 0750 0000 1918 0500

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *CSO TISS* Agent Addressee

B. Received by (Printed Name) Date of Delivery
CSO TISS *5/10/2020*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| <input checked="" type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail | |
| <input type="checkbox"/> Mail Restricted Delivery (500) | |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



9590 9402 2996 7094 7689 84



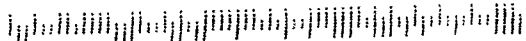
First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10


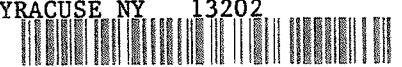
**United States
 Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box*

COURTNEY M MERRIMAN ESQ
 BARCLAY DAMON LLP
 BARCLAY DAMON TOWER
 125 EAST JEFFERSON STREET
 SYRACUSE NY 13202

Erie Blvd




SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>KB - Carrier</u></p> <p>C. Date of Delivery <u>3/16/2020</u></p>												
<p>1. Article Addressed to:</p> <p>KEN TOWSLEY DIRECTOR OF CODE ENFORCEMENT CITY OF SYRACUSE 201 EAST WASHINGTON STREET CITY HALL COMMONS, ROOM 301 SYRACUSE NY 13202</p>  <p>9590 9402 2996 7094 7689 77</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input checked="" type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. Article Number (Transfer from service label)</p> <p>7016 0750 0000 1593 6767</p>	<p>3. Service Type (over \$500)</p>												

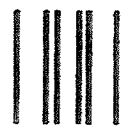
PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



9590 9402 2996 7094 7689 77



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

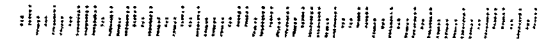
**United States
Postal Service**

* Sender: Please print your name, address, and ZIP+4® in this box*

COURTNEY M MERRIMAN ESQ
BARCLAY DAMON LLP
BARCLAY DAMON TOWER
125 EAST JEFFERSON STREET
SYRACUSE NY 13202

Erie Blvd

1-251500



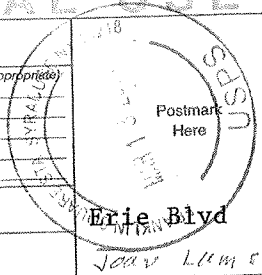
7016 0750 0000 1593 6767

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To
KEN TOWSLEY, DIRECTOR OF CODE ENFORCE
Street and Apt. No., or PO Box No.
201 EAST WASHINGTON STREET, ROOM 301
City, State, ZIP+4®
SYRACUSE NY 13202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

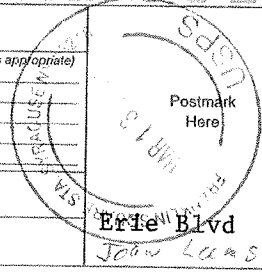
7016 0750 0000 1918 0500

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To
HONORABLE BEN WALSH
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233 EAST WASHINGTON STREET
City, State, ZIP+4®
SYRACUSE NY 13202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

March 12, 2020

VIA CERTIFIED MAIL

Honorable Ben Walsh
City of Syracuse
233 East Washington Street
Syracuse, NY 13202

Re: Syracuse (Erie Blvd.) MGP - Environmental Easement
Address: 300-20 Erie Boulevard West, City of Syracuse, NY (tax map #104.-11-05.1)
303 West Genesee Street, City of Syracuse, NY (tax map #104.-11-04.1)
409 West Genesee Street, City of Syracuse, NY (tax map #104.-11-03.0)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 734060

Dear Mayor Walsh:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on February 13, 2020;;
by Niagara Mohawk Power Corporation d/b/a National Grid
for property at : 300-20 Erie Boulevard West, City of Syracuse, NY
303 West Genesee Street, City of Syracuse, NY
409 West Genesee Street, City of Syracuse, NY
Tax Map Nos.: 104.-11-05.1; 104.-11-04.1 and 104.-11-03.0
DEC Site No: 734060

This Environmental Easement restricts future use of the above-referenced property to restricted to commercial and industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

Barclay Damon Tower -- 125 East Jefferson Street -- Syracuse, New York 13202 barclaydamon.com
cmerriman@barclaydamon.com Direct: 315.425.2715 Fax: 315.703.7359

March 12, 2020

Page 2

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Ken Towsley, Director of Code Enforcement, City of Syracuse (w/attachment)

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

March 12, 2020

VIA CERTIFIED MAIL

Honorable Ben Walsh
City of Syracuse
233 East Washington Street
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cmerriman@barclaydamon.com Direct: 315.425.2715 Fax: 315.703.7359

March 12, 2020

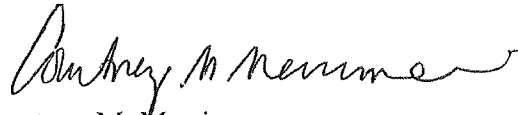
Page 2

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Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Ken Towsley, Director of Code Enforcement, City of Syracuse (w/attachment) ✓

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

Onondaga County Clerk Recording Cover Sheet

Received From :
ELITE-SCOTT

Return To :
BARCLAY DAMON
PICK UP BOX

Method Returned : MAIL

First PARTY 1

NIAGARA MOHAWK POWER CORPORATION

First PARTY 2

PEOPLE OF THE STATE OF NEW YORK

Index Type : Land Records

Instr Number : 2020-00007787

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, R-Way

Recording Fee: \$105.50

Recording Pages : 12

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

Real Estate Transfer Tax

RETT # : 7608
Deed Amount : \$0.00
RETT Amount : \$0.00
Total Fees : \$105.50

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) : 03/02/2020

At (Recorded Time) : 10:44:36 AM



Doc ID - 039100170012

Lisa Dell
Lisa Dell, County Clerk



THIS IS NOT A BILL

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: MMERRILL Printed On : 03/02/2020 At : 10:45:24AM

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

THIS INDENTURE made this 13th day of February, 2020, between Owner(s) Niagara Mohawk Power Corporation d/b/a National Grid, having an office at 300 Erie Boulevard West, 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 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 300-20 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 numbers: Section 104 Block 11 Lot 5.1; and

WHEREAS, Grantor, is the owner of real property located at the address of 303 West Genesee Street 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 numbers: Section 104 Block 11 Lot 4.1; and

WHEREAS, Grantor, is the owner of real property located at the address of 409 West Genesee Street 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 numbers: Section

104 Block 11 Lot 3.0; and

WHEREAS, the above-referenced parcels are the same as that property conveyed to Grantor by the following deeds:

- 1) Deed dated April 18, 1849 and recorded in the Onondaga County Clerk's Office in Liber and Page 98/168;
- 2) Deed dated April 18, 1849 and recorded in the Onondaga County Clerk's Office in Liber and Page 101/189;
- 3) Deed dated July 16, 1856 and recorded in the Onondaga County Clerk's Office in Liber and Page 125/197;
- 4) Deed dated July 16, 1856 and recorded in the Onondaga County Clerk's Office in Liber and Page 125/198;
- 5) Deed dated September 14, 1863 and recorded in the Onondaga County Clerk's Office in Liber and Page 145/479;
- 6) Deed dated January 10, 1863 and recorded in the Onondaga County Clerk's Office in Liber and Page 145/76;
- 7) Deed dated October 30, 1865 and recorded in the Onondaga County Clerk's Office in Liber and Page 155/146;
- 8) Deed dated August 31, 1867 and recorded in the Onondaga County Clerk's Office in Liber and Page 167/308;
- 9) Deed dated December 1, 1871 and recorded in the Onondaga County Clerk's Office in Liber and Page 191/90;
- 10) Deed dated April 2, 1884 and recorded in the Onondaga County Clerk's Office in Liber and Page 248/25;
- 11) Deed dated April 7, 1884 and recorded in the Onondaga County Clerk's Office in Liber and Page 248/46;
- 12) Deed dated September 23, 1885 and recorded in the Onondaga County Clerk's Office in Liber and Page 252/144;
- 13) Deed dated September 23, 1885 and recorded in the Onondaga County Clerk's Office in Liber and Page 252/145;
- 14) Deed dated October 1, 1885 and recorded in the Onondaga County Clerk's Office in Liber and Page 252/150;
- 15) Deed dated October 15, 1885 and recorded in the Onondaga County Clerk's Office in Liber and Page 252/167;
- 16) Deed dated September 16, 1886 and recorded in the Onondaga County Clerk's Office in Liber and Page 259/92;
- 17) Deed dated January 17, 1887 and recorded in the Onondaga County Clerk's Office in Liber and Page 262/154;
- 18) Deed dated April 24, 1886 and recorded in the Onondaga County Clerk's Office in Liber and Page 267/138;
- 19) Deed dated March 4, 1892 and recorded in the Onondaga County Clerk's Office in Liber and Page 287/56;
- 20) Deed dated September 1, 1892 and recorded in the Onondaga County Clerk's Office in Liber and Page 287/126;
- 21) Deed dated January 16, 1896 and recorded in the Onondaga County Clerk's Office in Liber and Page 311/40;
- 22) Deed dated October 24, 1896 and recorded in the Onondaga County Clerk's Office in

- Liber and Page 311/137;
- 23) Deed dated July 1, 1902 and recorded in the Onondaga County Clerk's Office in Liber and Page 339/289;
 - 24) Deed dated February 24, 1903 and recorded in the Onondaga County Clerk's Office in Liber and Page 339/364;
 - 25) Deed dated March 11, 1904 and recorded in the Onondaga County Clerk's Office in Liber and Page 360/12;
 - 26) Deed dated May 5, 1924 and recorded in the Onondaga County Clerk's Office in Liber and Page 529/168;
 - 27) Deed dated April 23, 1924 and recorded in the Onondaga County Clerk's Office in Liber and Page 529/127;
 - 28) Deed dated January 21, 1926 and recorded in the Onondaga County Clerk's Office in Liber and Page 529/581;
 - 29) Deed dated June 4, 1931 and recorded in the Onondaga County Clerk's Office in Liber and Page 611/411;
 - 30) Deed dated March 29, 1932 and recorded in the Onondaga County Clerk's Office in Liber and Page 611/554;
 - 31) Deed dated March 6, 1933 and recorded in the Onondaga County Clerk's Office in Liber and Page 699/287;
 - 32) Deed dated July 21, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2207/354;
 - 33) Deed dated December 28, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2238/277;
 - 34) Deed dated January 24, 1966 and recorded in the Onondaga County Clerk's Office in Liber and Page 2289/104;
 - 35) Deed dated April 15, 1966 and recorded in the Onondaga County Clerk's Office in Liber and Page 2297/117;
 - 36) Deed dated June 19, 1972 and recorded in the Onondaga County Clerk's Office in Liber and Page 2482/234;
 - 37) Deed dated October 7, 1985 and recorded in the Onondaga County Clerk's Office in Liber and Page 3209/15;
 - 38) Deed dated July 8, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/23;
 - 39) Deed dated July 8, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/17;
 - 40) Deed dated July 8, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/19;
 - 41) Deed dated July 8, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/21;
 - 42) Deed dated July 13, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/389;
 - 43) Deed dated July 13, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/392;
 - 44) Deed dated July 23, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2207/615;
 - 45) Deed dated July 10, 1964 and recorded in the Onondaga County Clerk's Office in Liber and Page 2206/190;
 - 46) Deed dated July 2, 1964 and recorded in the Onondaga County Clerk's Office in

- Liber and Page 2207/617;
- 47) Deed dated August 1, 1984 and recorded in the Onondaga County Clerk's Office in Liber and Page 3110/297;
- 48) Deed dated January 22, 1986 and recorded in the Onondaga County Clerk's Office in Liber and Page 3233/324;
- 49) Agreement dated November 21, 1930 and recorded in the Onondaga County Clerk's Office in Liber and Page 611/326;
- 50) Agreement dated November 21, 1930 and recorded in the Onondaga County Clerk's Office in Liber and Page 624/506;

WHEREAS, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 8.19 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 7, 2016 and last revised April 5, 2017 prepared by Edward W. Donegan, Jr., L.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 Order on Consent Index Number: D0-0001-0011, 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 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: 734060
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.

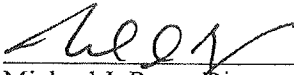
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is 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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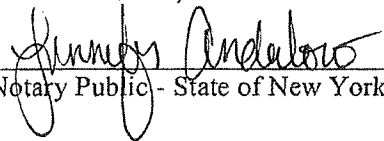
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 13th day of February in the year 2020 before me, the undersigned, personally appeared Michael J. Ryan, 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

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

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being more particularly bounded and described as follows:

cf Syracuse SE
A/O BK 85 + 86
NW 8

Beginning at a point on the northerly highway boundary of Erie Boulevard West at its intersection with the westerly highway boundary of North Franklin Street as shown on an Acquisition Map prepared by the New York State Department of Transportation dated December 11, 2007 as Map No. 9, Parcels 11 and 12; said point being N89°31'12"W a distance of 15.70 feet from a City of Syracuse monument; thence along the northerly highway boundary of Erie Boulevard West the following three (3) courses and distances: 1) N89°31'12"W a distance of 63.75 feet to a point, said point being 6 feet northerly of a City of Syracuse monument, 2) westerly along a curve to the left having a radius of 1,150.00 feet a distance of 299.40 feet to a point, said point being 6 feet northerly of a City of Syracuse monument and 3) S75°33'48"W a distance of 202.35 feet to a point standing on the easterly right of way line of Onondaga Creek; Thence along said easterly right of way line of Onondaga Creek the following six (6) courses and distances: 1) N14°10'56"W a distance of 44.98 feet to a point, 2) N17°02'54"W a distance of 211.87 feet To a point, 3) northerly along a curve to the right having a radius of 272.63 feet a distance of 65.13 feet to a point, 4) N3°21'14"W a distance of 130.64 feet to a copper pin, 5) northerly along a curve to the right having a radius of 252.97 feet a distance of 213.52 feet to a point and 6) N44°59'55"E a distance of 137.10 feet to a point on the southerly highway boundary of West Genesee Street; thence along the southerly highway boundary of West Genesee Street the following two (2) courses and distance: 1) S59°47'35"E a distance of 202.68 feet to a point and 2) S60°00'15"E a distance of 461.67 feet to a point on the aforementioned westerly highway boundary of North Franklin Street; Thence along said westerly highway boundary of North Franklin Street the following seven (7) courses and distances: 1) S25°00'03"W a distance of 206.76 feet, 2) S20°35'01"W a distance of 18.70 feet to a point, 3) S7°30'20"W a distance of 11.60 feet to a point, 4) S3°55'17"E a distance of 7.70 feet to a point, 5) S1°10'51"W a distance of 2.48 feet to a point, 6) N89°54'04"W a distance of 2.77 feet to a point and 7) S00°21'37"E a distance of 85.67 feet to the point and place of beginning.

Containing 8.19 acres of land, more or less.