

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

THIS INDENTURE made this 11th day of January, 2019, between Owner(s) Cooper Crouse-Hinds, LLC, having an office at 1201 Wolf Street, Syracuse, NY 13208, 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 635 Seventh North 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 number: Section 01.01 Block 01 Lot 03, being the same as that property conveyed to Grantor by deed dated August 24, 2016 and recorded in the Onondaga County Clerk's Office in Liber and Page 5395/0761. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 19.07 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 30, 2016 prepared by Michael P. Merithew of Thew Associates Land Surveyors, 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, Grantor, is the owner of real property located at the address of 7th North Street 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 073 Block

01 Lots 08.1, 08.3 and 08.4, being the same as that property conveyed to Grantor by deeds dated August 24, 2016 and recorded in the Onondaga County Clerk's Office in Liber and Page 5395/0753, 5395/0749 and 5395/0757, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 21.02 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 30, 2016 prepared by Michael P. Merithew of Thew Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule B; 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: R7-0666-05-11, 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 only be used for:

Industrial uses 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, Restricted Residential or Commercial purposes as defined in 6NYCRR 375.1.8(g)(i), (ii) and (iii), 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: 734004
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.

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

Cooper Crouse-Hinds, LLC:

By: 

Print Name: Lizbeth L. Wright

Vice President and
Title: Secretary Date: 12/12/2017

Grantor's Acknowledgment

STATE OF OHIO)
)ss:
COUNTY OF CUYAHOGA)

On the 12th day of December, in the year 2017, before me, the undersigned, personally appeared Lizbeth L. Wright, 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.


Notary Public - State of Ohio

ONDREA SAFFO
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Sept. 22, 2021

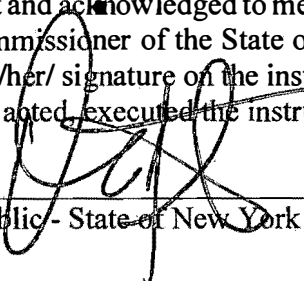
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director *Michael Ryan,*
Division of Environmental Remediation *Asst. Director*

Grantee's Acknowledgment

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

On the 11th day of January, in the year 2019 before me, the undersigned, personally appeared Robert W. Schick, 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, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

Environmental Easement

To Be Acquired By

New York State Department of Environmental Conservation

From

Crouse-Hinds Company

Surveyor's Description

Contains: 19.07 Acres

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga, State of New York, being part of Salt Marsh Lots 2, 4, 6, 8, and Reclaimed Lot 47, and being more precisely described as follows:

Beginning at the intersection of the apparent centerline of 7th North Street (66-foot width) with the northwesterly line of a parcel of land conveyed by Consolidated Rail Corporation to New York Central Lines, LLC by deed dated June 1, 1999 and recorded in the Onondaga County Clerk's Office on November 15, 1999 in Liber 4370 of Deeds at Page 92, said point also being on the division line between the Town of Salina and the City of Syracuse;

thence along the northerly line of New York Central Lines, LLC, the following two courses and distances:

1. South 65 degrees 53 minutes 20 seconds West a distance of 667.73 to a point;
2. along a curve deflecting to the left, having a central angle of 17 degrees 28 minutes 49 seconds and a radius of 3,918.83 feet, an arc length of 1,195.59 feet (chord: S 57°08'55" W, 1,190.96 feet) to a point on the northeasterly line of a parcel of land conveyed by George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the Property of Penn Central Transportation Company to the County of Onondaga by deed dated May 11, 1971 and recorded in the Onondaga County Clerk's Office on March 7, 1972 in Liber 2471 of Deeds at Page 431.

thence North 58 degrees 31 minutes 35 seconds West, along the northeasterly line of the County of Onondaga, a distance of 70.39 feet to a point on the northerly line of the Marsh Lots;

thence North 31 degrees 39 minutes 25 seconds East, along the northerly line of the marsh lots, a distance of 1,815.87 feet to a point in the apparent centerline of 7th North Street;

thence South 47 degrees 12 minutes 50 seconds East, along the apparent centerline of 7th North Street, a distance of 976.95 feet to the **Point of Beginning**.

To contain 19.07 acres of land, more or less.

The above-described parcel is intended to be a portion of the same premises conveyed by Mulfi Realty Corporation to Crouse-Hinds Company by deed dated September 15, 1948 and recorded

in the Onondaga County Clerk's Office on September 17, 1948 in Liber 1350 of Deeds at Page 623.

The above mentioned bearings and distances were taken from a map titled "Boundary Survey for a Portion of Lands of Crouse Hinds Showing Monitor Well Locations, Part of Lot 27 Town of Salina, Salt Marsh Lots 2, 4, 6, 8, & Reclaimed Lot 47, City of Syracuse, Onondaga County, State of New York", dated January 5, 2004 and last revised November 2, 2012, prepared by George Venditti Jr. NYS Licensed Land Surveyor No. 049447, and is distinguished as Project No. 88-012-04.

SCHEDULE "B" PROPERTY DESCRIPTION

**Environmental Easement
To Be Acquired By
New York State Department of Environmental Conservation
From
Cooper Crouse Hinds, LLC**

**Surveyor's Description
Contains: 21.02 Acres**

All that tract or parcel of land situate in the Town of Salina, County of Onondaga, State of New York, being part of Military Lot No. 27, and being more precisely described as follows:

Beginning at the intersection of the apparent centerline of 7th North Street (66-foot width) with the northwesterly line of a parcel of land conveyed by Consolidated Rail Corporation to New York Central Lines, LLC by deed dated June 1, 1999 and recorded in the Onondaga County Clerk's Office on November 15, 1999 in Liber 4370 of Deeds at Page 92, said point also being on the division line between the Town of Salina and the City of Syracuse;

thence North 47 degrees 12 minutes 50 seconds West, along the apparent centerline of 7th North Street and along the division line between the Town of Salina and the City of Syracuse, a distance of 841.32 feet to a point on the southerly line of a parcel of land conveyed by East Plaza, Inc to East Plaza, LLC by deed dated January 15, 1999 and recorded in the Onondaga County Clerk's Office on August 20, 1999 in Liber 4347 at Page 74;

thence along the southerly line of Plaza East, LLC, the following four courses and distances:

1. North 32 degrees 54 minutes 10 seconds East a distance of 584.60 feet to a concrete monument (possibly obliterated);
2. North 60 degrees 27 minutes 45 seconds East a distance of 125.00 feet to a found concrete monument;
3. North 86 degrees 16 minutes 10 seconds East a distance of 230.00 feet to a concrete monument (possibly buried);
4. South 47 degrees 12 minutes 50 seconds East a distance of 1,104.01 to a point on the northerly line of New York Central Lines, LLC, said course passing over a concrete monument (possibly obliterated) at a distance of 1,004.65 feet;

thence South 65 degrees 22 minutes 30 seconds West, along the northerly line of New York Central Lines, LLC, a distance of 933.52 feet to the **Point of Beginning**.

To contain 21.02 acres of land, more or less.

The above-described parcel is intended to be a portion of the same premises conveyed by Cooper Industries, Inc. to Cooper Crouse Hinds, LLC by deed dated September 1, 2004 and recorded in the Onondaga County Clerk's Office on January 26, 2005 in Liber 4870 of Deeds at Page 226.

The above mentioned bearings and distances were taken from a map titled "Boundary Survey for a Portion of Lands of Crouse Hinds Showing Monitor Well Locations, Part of Lot 27 Town of Salina, Salt Marsh Lots 2, 4, 6, 8, & Reclaimed Lot 47, City of Syracuse, Onondaga County, State of New York", dated January 5, 2004 and last revised November 2, 2012, prepared by George Venditti Jr. NYS Licensed Land Surveyor No. 049447, and is distinguished as Project No. 88-012-04.