



DELAWARE COUNTY- STATE OF NEW YORK
 HALEY L. GRANSBURY, ACTING COUNTY CLERK
 PO BOX 426, 3 COURT STREET
 DELHI, NEW YORK 13753

Received

JAN 02 2025

NYSDEC OGC

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 1794 / 290
 INSTRUMENT #: 5792
 Receipt#: 20240228143
 Clerk: EC
 Rec Date: 09/05/2024 02:30:24 PM
 Doc Grp: D
 Descrip: DEED, EASEMENT
 Num Pgs: 10
 Rec'd Frm: BOND SCHOENECK & KING PLLC

Party1: AMPHENOL CORPORATION
 Party2: PEOPLE OF THE STATE OF NEW YORK
 (ACTING THROUGH)
 NEW YORK STATE DEPARTMENT OF
 ENVIRONMENTAL CONSERVATION (SEE INST)
 Town: VILLAGE OF SIDNEY
 115.15-8-2

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 95.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 95.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 206
 Transfer Tax

Total: 0.00

Record and Return To:

BOND SHOENECK & KING PLLC
 110 W FAYETTE ST STE 1800
 SYRACUSE NY 13202-7508

THIS PAGE CONSTITUTES THE CLERK'S
 ENDORSEMENT, REQUIRED BY SECTION 316-A(5)
 & 319 OF THE REAL PROPERTY LAW OF
 THE STATE OF NEW YORK.

Haley L. Gransbury

Haley L. Gransbury
 Delaware Acting County Clerk

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

THIS INDENTURE made this 19th day of August, 2024, between Owner, Amphenol Corporation, having an office at 40 – 60 Delaware Avenue, Sidney, County of Delaware, 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 40 – 60 Delaware Avenue in the Village of Sidney, County of Delaware and State of New York, known and designated on the tax map of the County Clerk of Delaware as tax map parcel number: Section 115.15 Block 8 Lot 2, being the same as that property conveyed to Grantor by deed dated May 29, 1987 and recorded in the Delaware County Clerk's Office in Liber and Page Liber 676 of Deeds at Page 798. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 44.15 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 27, 2020 prepared by Susan M. Anacker, 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

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9/5/2024 02:30:24 PM
Pg # 290
DEED, EASEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO 4-20210210-14, 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:

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 Delaware 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 Numbers: 413010 and 413013
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.

Remainder of Page Intentionally Left Blank

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

Amphenol Corporation:

By: *Lance E. D'Amico*

Print Name: Lance E. D'Amico

Title: Senior Vice President, Secretary, & General Counsel

Date: July 24th, 2024

Grantor's Acknowledgment

STATE OF CONNECTICUT)
) ss Wallingford U.S.A.
COUNTY OF NEW HAVEN)

Personally appeared Lance E. D'Amico signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me this 24th day of July 2024.

Christine E. Morris
Christine E. Morris, Notary Public
My Commission Expires: December 31, 2026

SEAL

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: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 19th day of August, in the year 2024, before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Christina Salem
Notary Public - State of New York
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT PIECE OR PARCEL OF LAND situate at Delaware Avenue, Village of Sidney, County of Delaware, State of New York, bounded and described as follows:

Beginning at a point in the northerly boundary of an existing Village Street (Delaware Avenue) at its intersection with the easterly boundary of an existing Village Street (Union Street), said point being N 54° 02' 52" W, 32.7 feet ± from the centerline intersection of the said Delaware Avenue at its intersection with the said Union Street, said point being the point of beginning; Thence the following nine courses and distances along the northerly boundary of the said Delaware Avenue:

S 76° 37' 26" W, 458.99 feet to a point,

S 74° 30' 01" W, 49.74 feet to a point,

S 70° 18' 35" W, 96.59 feet to a point,

S 68° 35' 58" W, 67.59 feet to a point,

S 66° 07' 31" W, 148.01 feet to a point,

S 60° 36' 40" W, 111.40 feet to a point,

S 57° 49' 09" W, 538.68 feet to a point,

S 58° 47' 14" W, 161.76 feet to a point, and

S 63° 04' 03" W, 122.14 feet to a point in the westerly boundary on an appropriation for New York State as shown on Sidney-Masonville, S.H. No. 1439 Map No. 29 Parcel Nos 51, 52, 53, & 54 by the New York State Department of Transportation, recorded July 22, 1974 in the Delaware County Clerk's Office; Thence the following three courses and distances along the last mentioned division line:

N 26° 43' 19" W, 63.72 feet to a point, said line passing through a concrete monument found 36.25 feet from the terminus of said line,

S 76° 53' 23" W, 611.90 feet to a point, and

N 03° 14' 42" W, 449.61 feet to a point in the southeasterly boundary of the Norfolk Southern Railway Company (Liber 1464 of Deeds at Page 103); Thence N 52° 32' 09" E along the last mentioned division line 2686.95 feet to a point in the westerly boundary of the above reference Union Street; Thence S 04° 44' 41" E along the last mentioned division line 425.35 feet to a point in the line between the lands of The Verona Family Partnership (Liber 724 of Deeds at Page 44) on the southeast and the property herein described on the northwest; Thence the following five courses and distances along the last mentioned division line and along the lands of Sidney Federal Credit Union (Liber 377 of Deeds at Page 197, Liber 666 of Deeds at Page 688, Liber 668 of Deeds at Page 808, and Liber 1094 of Deeds at Page 148):

S 52° 57' 24" W, 153.85 feet to a point,

S 20° 26' 27" W, 28.10 feet to a point,

S 04° 38' 03" E, 92.67 feet to an iron rod found,

S 04° 22' 25" E, 359.00 feet to a point, and

N 85° 23' 49" E, 140.06 feet to a point in westerly boundary of the said Union Street; Thence S 04° 34' 36" E along the last mentioned division line 303.06 feet to the point of beginning, containing 44.15 acres.

December 16, 2024

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Raymond Baker
Mayor
Village of Sidney
21 Liberty Street
Sidney, New York 13838

Re: Notice of Environmental Easement

Dear Mayor Baker:

Enclosed please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "NYSDEC") on August 19, 2024, by Amphenol Corporation for real property located at 40-60 Delaware Avenue in the Village of Sidney, New York (the "Property"). The Property is 44.15 acres in size and comprises a parcel identified as Delaware County Tax Map Section 115.15-8-2. The Property is identified by NYSDEC as Site Nos. 413010 and 413013. The Property conveyed through the Environmental Easement is depicted in the enclosed survey by Susan M. Anacker dated January 27, 2020, and titled Map of Environmental Easement Area Survey prepared for New York State Department of Environmental Conservation over property of Amphenol Corporation, Village of Sidney, Delaware Co., N.Y.

Amphenol Corporation is the party responsible for remediating the Property. This Environmental Easement restricts future use of the Property to commercial or industrial uses. Any on-site activity must be performed in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. NYSDEC approval is also required prior to any groundwater use.

This notice is provided to the Village of Sidney in accordance with Article 71, Section 71-3607, of the New York State Environmental Conservation Law, which requires that:

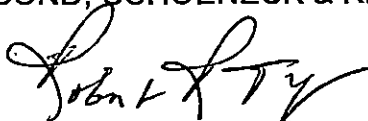
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

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 online 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 Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

BOND, SCHOENECK & KING, PLLC

A handwritten signature in black ink, appearing to read "Robert R. Tyson". The signature is stylized and cursive.

Robert R. Tyson

RRT/ajh
Enclosures

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To
 Hon. RONALD BAKER, Mayor VILLAGE OF SIDNEY

Street and Apt. No., or PO Box No.
 21 LIBERTY STREET

City, State, ZIP+4®
 SIDNEY, NY 13838

PS Form 3800, April 2015 See Reverse for Instructions

7022 3670 0003 3769 7875

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:
 Hon. RAYMOND BAKER
 Mayor
 VILLAGE OF SIDNEY
 21 LIBERTY STREET
 SIDNEY, NY 13838

2. Article Number (Transfer from service label)
 7022 3670 0003 3769 7875

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Mary Miller* Agent Address

B. Received by (Printed Name)
 C. Date of Delivery

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

3. Service Type

Adult Signature Priority Mail Express®

Adult Signature Restricted Delivery Registered Mail™

Certified Mail® *RM* Registered Mail Restricted Delivery

Certified Mail Restricted Delivery Signature Confirmation

Collect on Delivery Signature Confirmation Restricted Delivery

Collect on Delivery Restricted Delivery Restricted Delivery

Insured Mail (over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING#

9590 9402 8105 2349 5940 71

RECEIVED
 DEC 21 2024
 BUND. SCHOENECK & KING, PLLC

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

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

ATTN: ROBERT TYSON
 BUND, SCHOENECK, & KING
 ONE LINCOLN CENTER
 SYRACUSE, NY 13202

December 26, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cheryl A. Salem
Legal Assistant II
New York State Department of
Environmental Conservation
Remediation Bureau
625 Broadway, 14th Floor
Albany, New York 12233-1500

Re: ***Proof of Recording***
Environmental Easement
Amphenol Corporation - Site Nos. 413010 and 413013

Dear Ms. Salem:

Please find a copy of an Environmental Easement that was recorded in the Delaware County Clerk's Office for the Amphenol Corporation facility located at 40-60 Delaware Avenue in Sidney, New York. We have also enclosed a copy of the municipal notice sent to the Village of Sydney via Certified Mail/Return Receipt Requested and proof of receipt.

We anticipate that the enclosed information will facilitate issuance of the Certificate of Completion to Amphenol Corporation.

Thank you for your time and consideration and please call if you have questions.

Sincerely,

BOND, SCHOENECK & KING, PLLC



Robert R. Tyson

Encls.: Recorded Easement
Proof of Municipal Notice