Phillips Lytle LLP

Via Certified Mail, Return Receipt Requested

Town of Cheektowaga
Attn: Brian Nowak, Supervisor
3301 Broadway Street
Cheektowaga, New York 14227

September 22, 2026

Re: Notice of Environmental Easement
3691, 3683, and 3695 Broadway

Dear Mr. Nowak:

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

On April 13, 2026, and recorded September 16, 2026,
by Trane Technologies Company LLC,
for property at 3691, 3683, and 3695 Broadway, Town of Cheektowaga, County of Erie,
Tax Map No. Section 103.17 Block 1 Lots 17, 18, and 19,
DEC Site No: 915147.

This Environmental Easement restricts future use of the above-referenced property to commercial and industrial uses, as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Part 375-1.8(g)(2)(iv), respectively. 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:

> 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

ATTORNEYS AT LAW

LUKE DONIGAN, SENIOR ASSOCIATE DIRECT 716 847 7033 LDONIGAN@PHILLIPSLYTLE.COM

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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,

Phillips Lytle LLP

By *Luke Donigan* /s/

Luke Donigan

L-D

cc: Kimberly A. Burst, Town Clerk (via email: townclerkwebmail@tocny.com)

ERIE COUNTY CLERK'S OFFICE

County Clerk's Recording Page

Return to:

Party 1:
TRANE TECHNOLOGIES COMPANY LLC

Party 2:
PEOPLE OF THE STATE OF NEW YORK (THE)

Book Type: D Book: 11466 Page: 3636
Page Count: 10
Doc Type: EASEMENT/RTWY
Rec Date: 09/16/2026
Rec Time: 04:07:43 PM
Control #: 2026174194
UserID: ERECORD
Trans #: 26162750
Document Sequence Number
TT2026003369

Recording Fees:

RECORDING	$70.00
COE CO $1 RET	$1.00
COE STATE $14.25 GEN	$14.25
COE STATE $4.75 RM	$4.75
TP584	$10.00

Consideration Amount: 0.00

BASIC MT	$0.00
SONYMA MT	$0.00
ADDL MT/NFTA	$0.00
SP MT/M-RAIL	$0.00
NY STATE TT	$0.00
ROAD FUND TT	$0.00

Total: $100.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Michael P. Kearns
Erie County Clerk

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

THIS INDENTURE made this 13th day of April, 2026 between Owner Trane Technologies Company LLC, as successor by merger to Ingersoll-Rand Company, having an office at 800-E Beaty Street, Davidson, NC, 28036 (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, the Controlled Property (defined below) was previously owned by Ingersoll-Rand Company. On May 1, 2020, Ingersoll-Rand Company effected an internal corporate restructuring involving a series of transactions whereby Grantor succeeded to substantially all of the assets and liabilities of Ingersoll-Rand Company, including the Controlled Property; and

WHEREAS, Grantor is the owner of real property located at the addresses of 3691, 3693, 3695 Broadway (which three parcels are sometimes referenced collectively as 3695 Broadway) in the Town of Cheektowaga, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie County as tax map parcel numbers: Section 103.17 Block 1 Lots 17, 18, and 19, being the same as that property conveyed to Grantor's predecessor by deeds dated August 7, 1997 and August 15, 1997, recorded August 20, 1997 in the Erie County Clerk's Office in Liber 10920 at Pages 2290, 2313, 2316, and 2319. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 8.846 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 19, 2021 and revised September 21, 2022, prepared by John E. McIntosh III of McIntosh & McIntosh, P.C., which will [2/12]

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: B9-0353-90-11, 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 the 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 SMP;

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) 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;

(6) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(9) 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.

(10) The use of groundwater underlying the Controlled Property is prohibited without necessary water quality treatment as determined by the New York State Department of Health or the Erie 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;

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 shall 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 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 annually, or at such time interval as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC finds 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 controls 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 Controlled Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement.

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. 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.

C. 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, Order on Consent Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: 915147
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 Controlled 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 Controlled 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 Controlled 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.

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

Trane Technologies Company LLC:

By: Terri Hamill

Print Name: TERRI HAMILL

Title: VP Global Real Estate Date: 7/29/25

Grantor's Acknowledgment

STATE OF NC)
) ss:
COUNTY OF Mecklenburg)

On the 29th day of July, in the year 2025, before me, the undersigned, personally appeared Terri Hamill, 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.

Pamela A. Campbell
Notary Public

PAMELA A. CAMPBELL NOTARY PUBLIC CABARRUS COUNTY, NC

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 Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 13th day of April, in the year 2026 before me, the undersigned, personally appeared Andrew 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/they executed the same in his/her/their capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

Cheryl A. Salem
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 TRACT OR PARCEL OF LAND, situate in the Town of Cheektowaga, County of Erie and State of New York, and being part of Lot 10, Township 11, Range 7 of the Holland Land Company Survey (so-called), bounded and described as follows:
BEGINNING AT A POINT on the south line of Broadway, as now laid out, at the southwest corner of Parcel No. 51 as shown on Map No. 49 of lands acquired by The People of the State of New York for Broadway-Depew, S.H. No. 914 by deed recorded in the Erie County Clerk's Office in Liber 10944 of Deeds at Page 2545;
RUNNING THENCE: N-89°-12'-25"-E, along the south line of Broadway, as now laid out and along the south line of said Parcel No. 51, the south line of Parcel No. 89 as shown on Map No. 67 and the south line of Parcel No. 65 as shown on Map No. 63, a distance of 245.59 feet to the southeast corner of said Parcel No. 65;
RUNNING THENCE: S-01°-27'-05"-W, a distance of 260.61 feet to a point;
RUNNING THENCE: N-89°-14'-35"-E, a distance of 150.0 feet to a point;
RUNNING THENCE: N-01°-27'-05"-E, a distance of 260.71 feet to a point on the south line of Broadway, as now laid out, said point being the southwest corner of Parcel No. 69 as shown on Map No. 63 as lands acquired by The People of the State of New York for Broadway-Depew, S.H. No. 914 by deed recorded in the Erie County Clerk's Office in Liber 10944 of Deeds at Page 2505;
RUNNING THENCE: N-89°-12'-25"-E, along the south line of Broadway, as now laid out, and the south line of said Parcel No. 69, a distance of 30.02 feet to the southeast corner thereof;
RUNNING THENCE: S-01°-27'-05"-W, a distance of 261.63 feet to a point;
RUNNING THENCE: S-81°-26'-58"-E, a distance of 120.93 feet to a point;
RUNNING THENCE: S-00°-19'-43"-E, a distance of 482.81 feet to a point on the north line of lands convey to Niagara, Lockport and Ontario Power Company by deed recorded in the Erie County Clerk's Office in Liber 2016 of Deeds at Page 274;
RUNNING THENCE: S-72°-47'-05"-W, along the north line of said Power Company lands, a distance of 332.37 feet to the southeast corner of lands convey to Niagara, Lockport and Ontario Power Company by deed recorded in the Erie County Clerk's Office in Liber 3293 of Deeds at Page 138;
RUNNING THENCE: N-01°-27'-05"-E, along the east line of said lastly referred to Power Company lands, a distance of 42.22 feet to the northeast corner thereof;
RUNNING THENCE: S-72°-47'-05"-W, along the north line of said lastly referred to Power Company lands, a distance of 259.02 feet to a point;
RUNNING THENCE: N-01°-27'-05"-E, a distance of 889.55 feet to the POINT OR PLACE OF BEGINNING, containing 8.846 acre, be the same, more or less.
SUBJECT to easements, rights of way and restrictions or record.
BEING AND INTENDED TO BE part of lands conveyed to Ingersoll-Rand Company by deeds recorded in the Erie County Clerk's Office in Liber 10920 at Page 2290, Liber 10920 at Page 2313, Liber 10920 at Page 2316, and Liber 10920 at Page 2319.