WHEREAS on the 24th day of June, 1968 the Common Council of the City of Syracuse authorized its Commissioner of Purchase to enter into a lease on behalf of the Department of Public Works with EAST PLAZA, INC. for the rental of premises hereinafter described for a term of five (5) years commencing on the 1st day of July, 1968, at the monthly rental of Four Hundred Dollars ($400.00) with the right to renew said lease for an additional term of five (5) years at the same monthly rental on certain conditions, the said rental to be pro-rated as of the date of the execution of this lease, and

WHEREAS, said premises are to be used for dumping grounds for ashes and waste material by the Department of Public Works, and

WHEREAS, the said ordinance was thereafter duly signed by the Mayor and approved by the Board of Estimate and the same is now in full force and effect;

NOW THEREFORE, this lease made the 1st day of ~~June~~ July, 1968 between EAST PLAZA INC., first party, and CITY OF SYRACUSE, a municipal corporation of Onondaga County, New York, second party:

W I T N E S S E T H

First party hereby leases unto second party and second party hereby hires from the first party the following described premises, namely:

> ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Salina, County of Onondaga and State of New York, being a part of Farm Lot No. 27 in said Town, more particularly described as being approximately 27 acres, more or less, bounded on the south by lands owned by the New

York Central Railroad Company, on the east by lands now or formerly owned by Michael M. Carni, on the north by the north line of said Farm Lot No. 27, and on the west by lands owned by Crouse Hinds Company, together with access to the same from Seventh North Street over a strip of land 100 feet in width, as the same is described in a deed from Crouse-Hinds Company to the Owner, recorded in Onondaga County Clerk's Office December 23, 1965 in Book 2281 of Deeds, at page 421 &c., and shown as Parcel "A", outlined in red, on the survey map made by Harold L. Tarbell, P.E. & L. S., dated March 22, 1965, annexed hereto;

Subject to easements and rights of way of record, and rights of others.

Said lease shall be for a term of five years commencing upon the execution of this lease and ending June 30th, , 1973.

In the event that the fill from dumping together with the sealing thereof, as hereinafter provided, has brought the grade of said premises to the level of Route 11 and Seventh North Street, the second party may at any time terminate the said lease by giving at least thirty (30) days written notice thereof to first party and on such termination, provided second party has complied with all the other terms of this lease, the City shall not be further obligated thereunder.

In the event that the fill from dumping together with the sealing thereof, as hereinafter provided, has not been brought up to the level of Route 11 and Seventh North Street at the termination of said five year period ending June 30, 1973, the City shall, in that event, have the privilege of renewing said lease on the same terms and conditions for one additional five year period commencing July 1, 1973, ~~1978~~, or for such shorter period as shall be required to bring the fill and seal to grade at which time said renewed lease shall terminate in

any event.

It is further understood between the parties hereto that said premises are to be used for a dumping ground for ashes and waste material. If the second party is prevented at any time during the term of this lease or renewal thereof from using said premises as a dumping ground for ashes and waste material by action of the Town of Salina or its zoning or other officers, second party may terminate said lease or renewal thereof by giving at least 30 days written notice thereof to first party and on such termination the City shall not be further obligated thereunder, other than the complete sealing as hereinafter set forth.

Second party agrees to pay and first party agrees to accept rental for said premises at the rate of Four Hundred Dollars ($400.00) per month commencing upon execution of this lease during the term of said lease or renewal thereof, as herein provided. In the event said lease is terminated at any time during the term of said lease or renewal thereof, the obligation of the City to pay for the rental shall thereupon cease.

It is understood and agreed by the parties hereto that an appropriation has been made by the second party to provide funds for paying rental hereunder for that part of year 1968 beginning upon the date of execution of this lease, and that the City shall not be responsible for the payment of rental except to the extent moneys are appropriated from year to year for such purpose in the annual budget or otherwise appropriated. In the event such moneys are not appropriated this contract shall automatically terminate and all landfill operation shall thereafter cease.

It is further agreed that first party shall pay all taxes and assessments levied or made against said premises during the term of said lease or renewal thereof.

It is further agreed that the said lease shall not cover any portion of the above described premises which may be located in the bed or boundaries of Ley Creek.

It is further agreed that first party shall be under no obligation to improve a certain 100 foot access strip designated as Parcel "A" in Exhibit One, attached hereto and made a part hereof; and the second party will comply with and be subject to all obligations and reservations presently imposed on the first party with respect to said Parcel "A" as the same are set forth in Exhibit Two, attached hereto and made a part hereof.

It is further agreed that second party, during the term of this lease or renewal thereof, shall, in carrying on its landfill operations, comply with all applicable state, county, town and other municipal regulations and will use generally accepted, recognized and approved sanitary landfill procedures including the compression and covering of material dumped and upon final completion of dumping in any particular area, the sealing thereof in accordance with accepted landfill practices, which said sealing shall include the placing of two feet (2') of top soil thereon as top dressing. All dumping, including fill used as sealing, must be limited to the grade which shall be the level of Route 11 and Seventh North Street. It is further understood and agreed that the second party will hold the first party harmless of all claims against the first party arising out of a failure to comply with state, county, town or other municipal laws as aforesaid; and

It is further understood and agreed that the second

party shall indemnify and keep and hold harmless the first party from any and all damages, costs, expenses and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, or under, the second party, the second party's agents, employees and invitees, and from any loss, or damage, arising from any default, or negligence, by the second party, its agents, employees or invitees, or failure on the second party's part to comply with any of the covenants, terms and conditions herein contained.

The second party hereby agrees that it will not dump or permit others to dump on said demised premises any of the following: refrigerators, bed springs or other large metal objects; tree trunks or stumps; furniture or lumber in substantial quantities or from demolition projects, or baled or other commercial paper in large quantities. The second party shall have complete control of the demised premises and of operations thereon during the term of this lease or renewal thereof.

It is further understood and agreed that this lease shall be binding on the parties hereto and their executors, administrators, distributees or assigns.

IN WITNESS WHEREOF the party of the first part has signed its name and affixed its seal to this lease and second party has caused its corporate name to be signed and its seal affixed thereto by its proper officers as of ~~June~~ July 1st, 1968.

EAST PLAZA INC.

By [signature]
President

CITY OF SYRACUSE

By [signature]
Commissioner

ATTEST:

[signature]
City Clerk

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:
CITY OF SYRACUSE)

On this 27th day of June, 1968 before me personally came James H. DeFuria Jr to me known, who, being by me duly sworn, did depose and say that he resides in the City of Syracuse; that he is the President of EAST PLAZA INC., the corporation described in and which executed the above instrument; that he has read the foregoing claim and agreement and knows the contents thereof and that the same is true to his own knowledge, except as to those matters therein stated to be alleged upon information and belief and as to those matters he believes them to be true; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Nelson F. Cook
Notary Public

NELSON F. COOK
Notary Public, State of New York
Residing in Onondaga Co., No. 34-5301800
Commission Expires March 30, 1970

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:
CITY OF SYRACUSE)

On this 1st day of JULY, 1968 before me personally came ALBERT D. ROSS, Commissioner of Purchase, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Syracuse; that he is the Commissioner of Purchase of the City of Syracuse, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument

was such corporate seal; that it was so affixed pursuant to the provisions of the Charter of said City, and that he signed his name thereto by like order; and the said Albert D. Ross further said that he was acquainted with Edward R. Apps, and knew him to be the City Clerk of said City of Syracuse, and that the signature of Edward R. Apps was thereto subscribed pursuant to the provisions of the Charter of said City and in the presence of him, the said Commissioner.

CARL W. PETERSON, JR.
Notary Public in the State of New York
Qualified in Onon. Co. No. 34-8341740
My Commission Expires March 30, 19[illegible]

Carl W. Peterson Jr.
Notary Public

I HEREBY CERTIFY, That, in my opinion, the City of Syracuse, by its Department of Purchase had authority and power to make the foregoing contract, and that such contract is in proper form and properly executed.

Syracuse, New York
July 1, 1968

Carl W. Peterson Jr.
First Asst. Corporation Counsel

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

Howard Hurst, being duly sworn, deposes and says:

1. That he is the supervisor of the Town of Salina, County of Onondaga, New York.

2. That he has inspected a copy of a proposed lease between the City of Syracuse, New York, a municipal corporation, and East Plaza, Inc., which lease provides for the rental of certain premises within the Town of Salina to the City for the purpose of carrying on landfill operations during the period of said lease.

3. That the City of Syracuse has made application to the Zoning Board of Appeals of the Town of Salina for a special permit pursuant to Article 5 Section 16 of the Zoning Ordinance of the Town of Salina for permission to establish a sanitary landfill operation on the said lands owned by East Plaza, Inc. That a public hearing on this application was duly called before the Board of Appeals on April 8, 1968 and a resolution was adopted permitting the building inspector to issue a special permit to the said City for the purpose of carrying on said landfill operation.

4. That he knows of no other proposed laws or restrictions which might be imposed by the Town of Salina which would prevent or impede such landfill operations for the City of Syracuse during the period of said lease.

Howard H. Hurst

Subscribed and sworn to before me this 20 day of May, 1968.

Henry C. Fadden

Notary Public - Comm Exp 3/30/70
ONON. Co

I hereby certify that I have compared this copy with the original and have found it to be a true and complete copy.
Dated: May 23 1968

Attorney-at-Law

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

Howard Hurst, being duly sworn, deposes and says:

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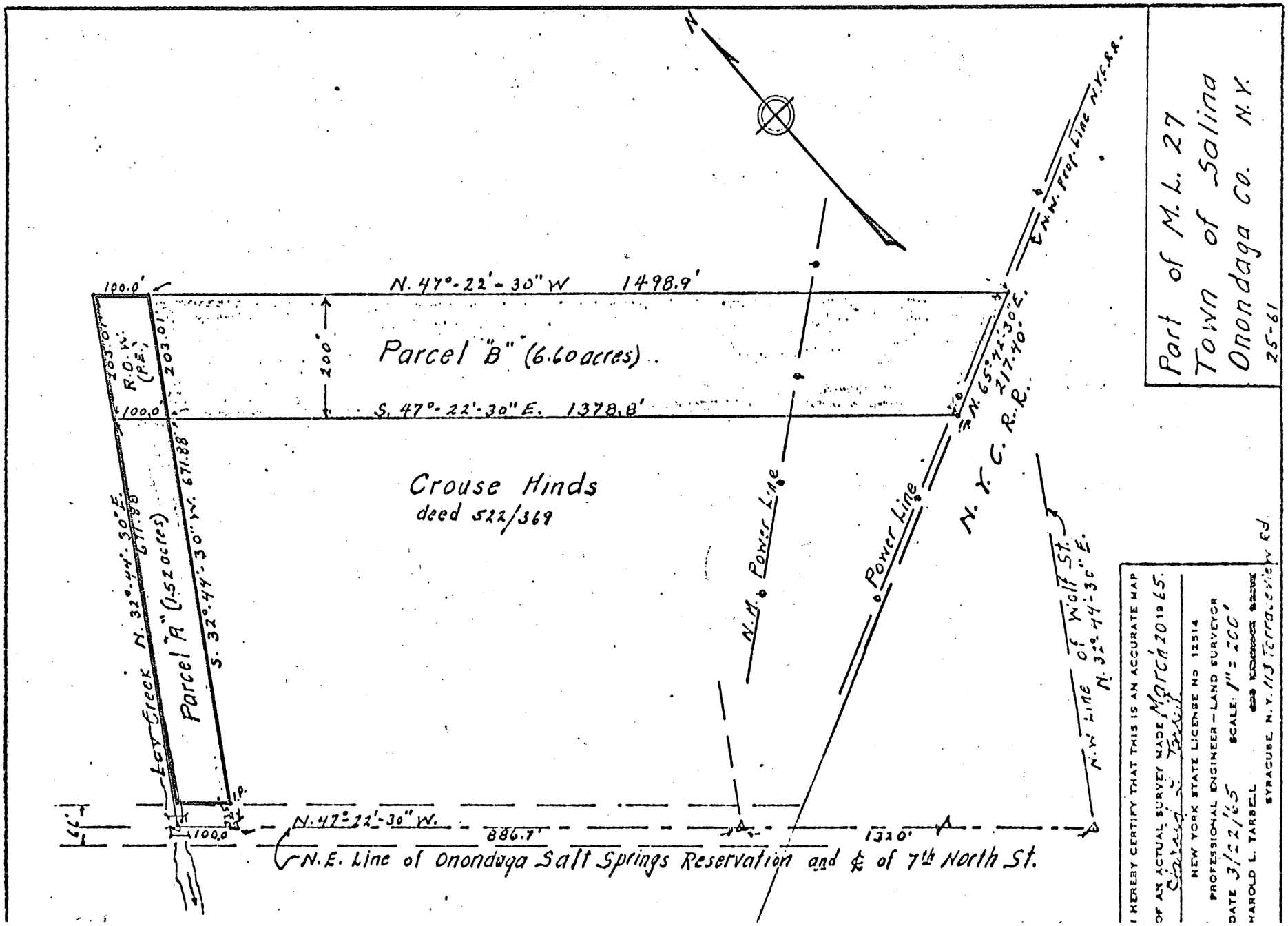
4. That he knows of no other proposed laws or restrictions which might be imposed by the Town of Salina which would prevent or impede such landfill operations for the City of Syracuse during the period of said lease.

Subscribed and sworn to before me this 23 day of May, 1968.

Notary Public - Onon Co Exp 3/30/70
ONON. Co

EXHIBIT ONE



Part of M.L. 27
Town of Salina
Onondaga Co. N.Y.
25-61
N
N. 47°-22'-30" W 1498.9'
Parcel "B" (6.60 acres)
200'
S. 47°-22'-30" E. 1378.8'
100.0'
203.01'
R.O.W. (P.E.)
Crouse Hinds
deed 522/369
Parcel "A" (1.52 acres)
S. 32°-44'-30" W. 671.88'
N. 32°-44'-30" E. 671.88'
Lay Creek
N.M. Power Line
Power Line
N. 65°-42'-30" E. 217.40'
N.Y.C.R.R.
N.W. Prop. Line N.Y.C.R.R.
N.W. Line of Wolf St.
N. 32°-44'-30" E.
N. 47°-22'-30" W.
886.7'
1320'
N.E. Line of Onondaga Salt Springs Reservation and ℄ of 7th North St.
I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP
OF AN ACTUAL SURVEY MADE March 20 1965.
NEW YORK STATE LICENSE NO 12514
PROFESSIONAL ENGINEER — LAND SURVEYOR
DATE 3/22/65
SCALE: 1" = 200'
HAROLD L. TARBELL
SYRACUSE, N.Y. 113 Terraceview Rd.

EXHIBIT TWO

East Plaza agrees not to use Parcel "A" for a sanitary land fill or dumping operation, but may dump "hard fill" for road construction on Parcel "A". East Plaza shall erect a proper and sufficient barrier on the Seventh North Street end of said parcel for the purposes of preventing dumping by persons not specifically authorized by East Plaza, and East Plaza agrees to strictly limit and control access to Parcel "A" for dumping purposes in order to assure use of proper "hard fill", avoidance of fires and untidy conditions, and to prevent any dumping from Parcel "A" on to Crouse-Hinds property, and East Plaza further agrees to remove any fill from Crouse-Hinds property if and when requested by Crouse-Hinds.

Course-Hinds reserves to itself, its successors and assigns, a permanent easement and right of way over Parcel "A" to run from the north line of Seventh North Street to the northerly line of said parcel of land, and further reserves any and all rights and interest which it may have in and to Ley Creek and reserves the right of access by subsurface pipe or other means to Ley Creek across Parcel "A".

Crouse-Hinds agrees that should the owner of Parcel "A" hereafter at any time desire to dedicate and convey all or any portion of Parcel "A" and a continuation of the same northerly for public highway purposes, it will release so much of its interest in Parcel"A" as may be required by the Town of Salina as a prerequisite to its acceptance of said highway, except as to the reservation of Crouse-Hinds' interest in and access to Ley Creek provided in the above paragraph.

Subject to the following conditions, covenants and restrictions to which East Plaza agrees and which shall run with the land and be binding upon east Plaza, its successors and assigns:

The construction or maintenance of buildings or signs of any kind, except traffic signs, on said premises is prohibited.

No public or private nuisance shall be maintained on Parcel "A".

East Plaza shall at all times provide, at its expense, the means to maintain the existing and all reasonable future flow of water and other substances along the northeasterly side of Seventh North Street across Parcel "A" to Ley Creek, in the Town of Salina, including without limitation, the timely construction of an adequate culvert along the said northeasterly side of Seventh North Street under a road proposed to be constructed on Parcel "A".