THIS INDENTURE made this 12th of ~~July~~ August, 1968 by and between Crouse-Hinds Company a domestic Corporation with offices at 1201 Wolf Street, Syracuse, New York, party of the first part; and

City of Syracuse a municipal corporation of the State of New York with offices at City Hall, Syracuse, New York, party of the second part:

W I T N E S S E T H:

That the party of the first part, in consideration of One and 00/100 Dollars ($1.00) payment of which is hereby waived, has granted and released and does hereby grant and release to the party of the second part, its successors and assigns a temporary right of way for a period of two (2) years from July 1968, to build, re-build, operate, repair and maintain a right of way upon, over and across a strip of land fifty (50) feet in width, hereinafter described, of which the party of the first part is the owner; said strip of land and temporary right of way being more particularly described as follows:

"ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Salina, County of Onondaga and State of New York, being a part of Salina Marsh Lot No. 27 and being more particularly described as follows:

Beginning at a point in the center line of Seventh North Street, said point being South 47°22'30" east a distance of 630 feet as measured along said center line, from the northwest corner of property as conveyed to the party of the first part by deed recorded in Liber of Deeds #522 at page 369 and recorded in the Office of the Clerk of Onondaga County

Thence North 42°37'30" East of distance of 861.91 feet to the southerly line of property owned by East Plaza Inc.;

Thence South 47°22'30" East a distance of 50 feet along the property of East Plaza Inc., to a point;

Thence South 42°37'30" West a distance of 861.91 feet to a point in said center line of Seventh North Street;

Thence North 47°22'30" West along said center line a distance of 50 feet to the place of beginning"

It being intended to more particularly describe a right of way 50 feet wide running from Seventh North Street northerly across property owned by Crouse-Hinds Company to the lands of East Plaza Inc.

Party of the first part Agrees and does hereby release any and all rights to construct or erect any structures on, over or through said right of way during the said period of two (2) years. TO HAVE and TO HOLD the rights herein granted unto said City of Syracuse, its successors and assigns for the duration of said period of two (2) years.

Party of the second part agrees that the rights herein granted unto said City of Syracuse, its successors and assigns, are conditioned upon the agreement by said City of Syracuse, its successors and assigns:

1 - That the terms of the special permit granted by the Board of Appeals of the Town of Salina in the Matter of the Application of the City of Syracuse for a Special Permit (Case No. 285) be fully and faithfully observed;

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2 - That the right of way be improved by a road constructed in accordance with letters dated June 24, 1968 and June 27, 1968 from Raymond H. Dodge, Commissioner of Public Works - City of Syracuse, to Raymond T. Wachob, Plant Engineer - Crouse-Hinds Company, the said letters pertaining to another parcel of land designated "Parcel A", copies of which are attached and made a part hereof; and all such construction and improvements shall attach to the premises and become the property of Crouse-Hinds Company;

3 - That all construction, maintenance, operation and use of the said temporary right of way shall be carried on at the City of Syracuse's sole risk, responsibility and expense;

4 - That the City of Syracuse assumes all risk of and sole responsibility for loss of life or property of or injury or damage to the person or property of any person, firm or corporation whatsoever (including, but without limitation, the parties hereto and their respective officers, agents, invitees, lessees, sub-contractors and employees), arising or resulting directly or indirectly, in whole or in part, from or by reason of the use by the City of Syracuse of said premises, or from or by reason of the presence of the City of Syracuse, its officers, agents, invitees, lessees, sub-contractors or employees or the presence of the City of Syracuse's property upon said premises or upon the property of Crouse-Hinds Company in the vicinity of said premises or otherwise, or in any other way arising out of the occupancy of the said premises by the City of Syracuse or operations conducted on the said premises by the City of Syracuse, or the failure of the City of Syracuse fully to keep, perform, observe and fulfill any of its covenants, conditions, and restrictions under this agreement, whether such loss, injury or damage shall be caused in whole or in part by the negligence of the City of Syracuse, its officers, agents, invitees, lessees, sub-contractors or employees; and the City of Syracuse hereby agrees to release, indemnify and save harmless Crouse-Hinds Company from and against any and all such loss, injury and damage and any and all claims, demands, actions, judgments, costs, expenses (including, without limitation, reasonable counsel fees) and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any such loss, injury or damage or from or by reason of the failure of the City of Syracuse fully to keep, perform observe and fulfill any of the covenants, conditions or restrictions herein contained to be kept, performed, observed and fulfilled by the City of Syracuse;

5 - That the City of Syracuse maintain at its expense a building, equipped with telephone and manned by one of the City's employees on a 24-hour a day, seven day a week basis and exclude from the premises all persons not authorized by Crouse-Hinds Company, the City of Syracuse for official City business, or by the terms of the Special Permit granted by the Town of Salina;

6 - That at the termination of this temporary right of way the existing road be returned to Crouse-Hinds Company in at least as good condition as it is on the date of this grant;

7 - That the contemplated sanitary landfill operation be conducted so as to prevent any dumped material from being on any property

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of Crouse-Hinds Company and that until such time as an adequate barrier is constructed between the sanitary landfill operation and the property of Crouse-Hinds Company no dumping be conducted closer than 25 feet from the property line of Crouse-Hinds Company;

8 - That in the event the Crouse-Hinds Company sustains a financial loss by reason of improvements to the property constructed by the City of Syracuse the said financial loss being by an increased assessment of the property by reason of said improvements or otherwise at any time during the term of this agreement, the said term being two years from July, 1968, the City of Syracuse shall reimburse the Crouse-Hinds Company for such financial loss the said sum to be payable to the Crouse-Hinds Company by the City of Syracuse in the form of rental to the Crouse-Hinds Company in such sums as may be equal to the financial loss sustained by the Crouse-Hinds Company;

9 - That the Crouse-Hinds Company may terminate this temporary right of way at any time with or without cause by giving ninety (90) days' prior written notice of termination by means of a certified letter addressed to the Commissioner of Public Works - City of Syracuse, Department of Public Works, 211 City Hall, Syracuse, New York 13202;

10 - That in the event that the City of Syracuse fails to comply with the terms of this grant and any law or government regulations applicable thereto, Crouse-Hinds Company in addition to any other remedies may give the City of Syracuse twenty (20) days' written notice during which the City of Syracuse shall do such things as may be necessary to correct such failure, and if such failure is not so corrected within such twenty (20) day period, Crouse-Hinds Company can thereafter terminate this agreement with the same force and effect as if the period thereof had expired by three (3) days' written notice to the City of Syracuse, both such notices to be given by certified mail addressed to Commissioner of Public Works, City of Syracuse, Department of Public Works, 211 City Hall, Syracuse, New York 13202.

IN WITNESS WHEREOF, the parties have duly executed this agreement and have caused their corporate seals to be affixed.

CROUSE-HINDS COMPANY

By Carter B. Chase

Carter B. Chase, Secretary

CITY OF SYRACUSE

By William F Walsh

ATTEST:

Edward R Lynn

CITY CLERK

(SEAL)

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On this 12th day of ~~July~~ August, 1968 before me personally came Carter B. Chase to me personally known, who, being by me duly sworn did depose and say that he resides in Syracuse, New York that he is the Secretary of Crouse-Hinds Company, the corporation described in and which executed the herein instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

Adrian G. Niesz Jr.
Notary Public

ADRIAN G. NIESZ, JR.
Notary Public in the State of New York
Qualified in Onon. Co. No. 34-2893009
My Commission Expires March 30, 19[illegible]

I hereby certify that , of the City of Syracuse, who executed the foregoing indenture had authority and power to make such contract, and that the same is in proper form and was properly executed.

1st Assistant Corporate Counsel

Date _____

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

On this 16th day of August, 1968 before me personally came William F. Walsh, Mayor of the City of Syracuse with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and that said William F. Walsh further says that he is acquainted with EDWARD R. APPS and knows him to be the City Clerk of said City of Syracuse and that the signature of EDWARD R. APPS was thereto subscribed pursuant to said Charter and in the presence of him, the said William F. Walsh, Mayor.

William P. Burrows
Notary Public

I here by certify that William F. Walsh, Mayor of the City of Syracuse, who executed the foregoing contract had authority and power to make such contract and that the same is in proper form and was properly executed.

William P. Burrows
Corporation Counsel
City of Syracuse

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#1506

Crouse-Hinds C

Lease-Landfill

operation adjacen

to 7th North St.

Bx 1208

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Require system to be adequate elevation above flood stage of lake.

9. See modification.

e. O.K.
f. O.K.
g. See modification
h. No junk yards permitting on watershed.
i. See modification.
j. O.K.
k. See modification.
l. See modification.
m. No heads on boats.

Sincerely,

Howard

Howard S. Ford

HSF:CO

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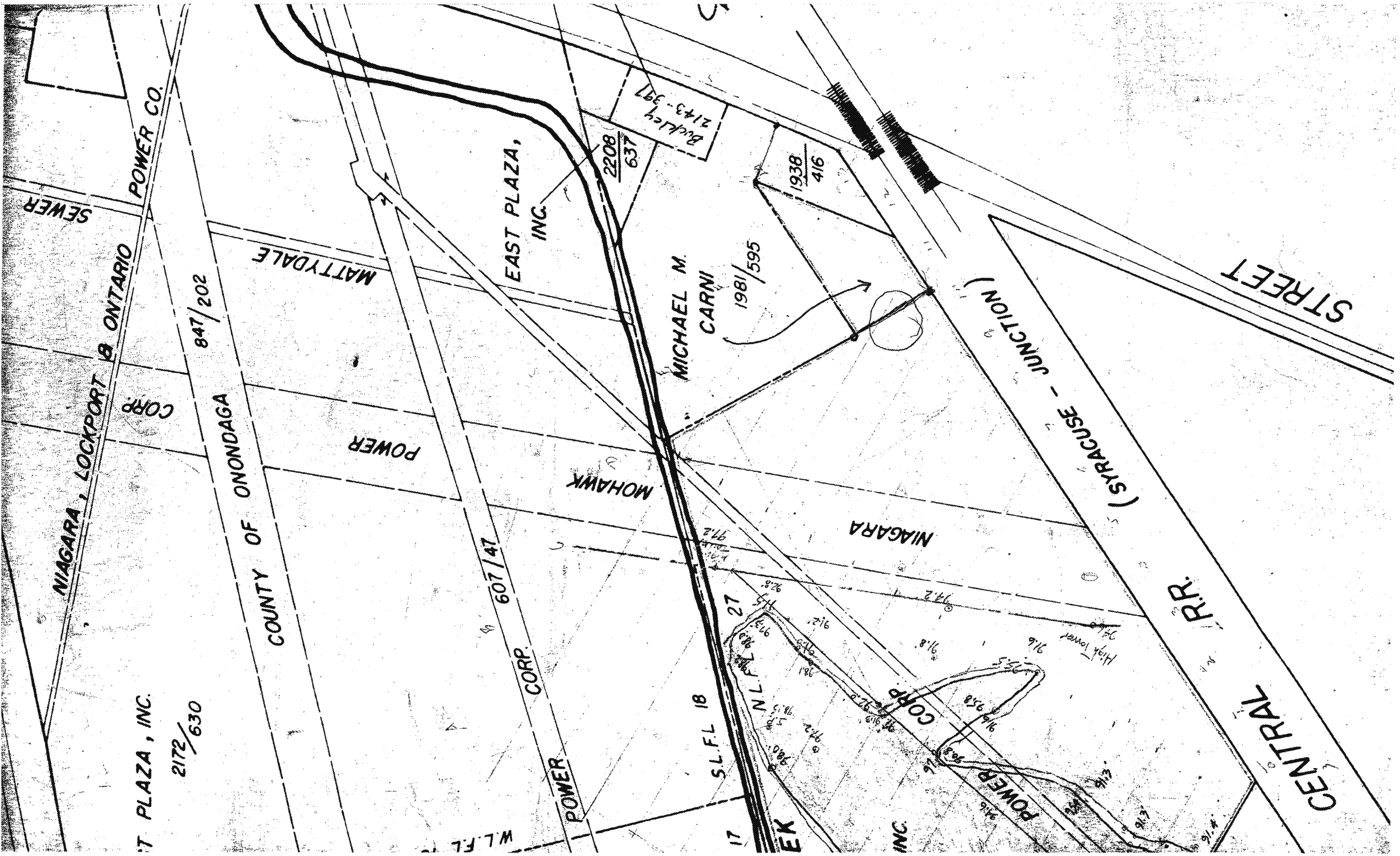

NIAGARA, LOCKPORT & ONTARIO POWER CO.
SEWER
CORP.
847/202
COUNTY OF ONONDAGA
MATTYDALE
POWER
MOHAWK
EAST PLAZA, INC.
2208/637
Buckley 2143-397
1938/416
MICHAEL M. CARNI
1981/595
NIAGARA
607/47
CORP.
POWER
S.L.F.L 18
N.L.F.L 27
17
CORP.
POWER
(SYRACUSE - JUNCTION)
CENTRAL R.R.
STREET
PLAZA, INC.
2172/630