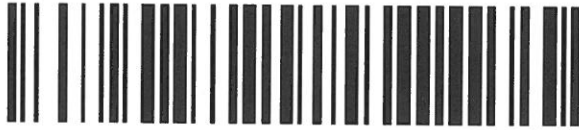




WARREN COUNTY – STATE OF NEW YORK
 PAMELA J. VOGEL, COUNTY CLERK
 1340 STATE ROUTE 9,
 LAKE GEORGE, NEW YORK 12845

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 6786 / 254
 INSTRUMENT #: 2023-2449

Receipt#: 2023576009
 Clerk: AD
 Rec Date: 05/12/2023 11:15:02 AM
 Doc Grp: RP
 Descrip: EASEMENT
 Num Pgs: 13
 Rec'd Frm: KLINGEBIEL LAW OFFICES PLLC

Party1: GLENS FALLS CITY OF
 Party2: NEW YORK PEOPLE OF THE STATE OF
 Town: QUEENSBURY
 GLENS FALLS

Recording:	
Cover Page	5.00
Recording Fee	80.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 110.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 110.00

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

***** Transfer Tax *****
 Transfer Tax #: 2241
 Transfer Tax
 Consideration: 0.00

Total: 0.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

I hereby certify that the within and foregoing was recorded in the Warren County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Record and Return To:

KLINGEBIEL LAW OFFICES PLLC
 PO BOX 2152
 32 SHERMAN AVE
 GLENS FALLS NY 12801

Pamela J. Vogel
 Warren 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 April, 2023, between Owner, City of Glens Falls, having an office at 42 Ridge Street, County of Warren, 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 Luzerne and Veterans Road in the City of Queensbury, County of Warren and State of New York, known and designated on the tax map of the County Clerk of Warren as:

Section Block Lot number	Deed Date	Date of Recording	County Where Recoded	Liber and Page
309.06-2-77	9/26/1949	10/9/1949	Warren	Book 281, Page 419
309.06-3-10	3/30/2016	4/1/2016	Warren	Book 5332, page 102
309.10-1-85	3/15/2012	4/30/2012	Warren	Bok 4477, page 278
309.10-1-99	12/12/2018	12/12/2018	Warren	Book 5861, page 223
309.10-1-87	3/17/1937	3/25/1937	Warren	Book 204,

				page 318
309.10-1-88.12	10/7/2010	11/3/2010	Warren	Book 4116, page 252
309.10-1-93	7/23/2003	7/31/2003	Warren	Book 1331, page 10
309.06-2-86; 309.10-1-98	12/18/2012	10/8/2013	Warren	Book 4867, page 32
309.06-2-78	2/10/2020	4/9/2020	Warren	Book 6093, page 311

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 23.7 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 14, 2021, revised on February 10, 2023 prepared by Donald E. Albrecht, 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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: A7-0383-9903, 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:

its current use as a closed landfill; and renewable energy projects, pending Department approval;

(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 Warren 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, excepting renewable energy projects as noted in Section A, 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

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: 557003

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.

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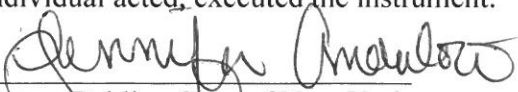
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

Grantee's Acknowledgment

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

On the 19th day of April, in the year 2023 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.


Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

**GLENS FALLS MUNICIPAL LANDFILL AT LUZERNE ROAD
TOWN OF QUEENSBURY AND CITY OF GLENS FALLS,
COUNTY OF WARREN, STATE OF NEW YORK
AREA = 23.7± ACRES OF LAND**

All that certain tract, piece or parcel of land situate in the Town of Queensbury and City of Glens Falls, County of Warren, State of New York, lying Northerly of Luzerne Road and Easterly of Interstate Route 87 Adirondack Northway, and being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly road boundary of Luzerne Road at its point of intersection with the division line between the lands now or formerly of the City of Glens Falls as described in Book 204 of Deeds at Page 318 on the East and other lands now or formerly of the City of Glens Falls as described in Book 5861 of Deeds at Page 223 on the West and runs thence from said point of beginning along said Northerly road boundary of Luzerne Road South 83 deg. 47 min. 47 sec. West 237.96 feet to its point of intersection with the Northeasterly highway boundary of Interstate Route 87 Adirondack Northway; thence along the Northeasterly, Easterly, Southerly and Southwesterly highway boundary the following seven (7) courses: 1) North 27 deg. 46 min. 41 sec. West 108.69 feet to a point; 2) North 09 deg. 33 min. 28 sec. East 718.07 feet to a point; 3) North 81 deg. 36 min. 28 sec. East 74.14 feet to a point; 4) North 15 deg. 54 min. 36 sec. East 359.84 feet to a point; 5) North 09 deg. 50 min. 58 sec. East 203.73 feet to a point; 6) North 53 deg. 43 min. 16 sec. West 24.06 feet to a point; and 7) North 05 deg. 24 min. 16 sec. East 56.37 feet to its point of intersection with the common division line between the lands now or formerly of the City of Glens Falls as described in Book 4867 of Deeds at Page 32, Book 6093 of Deeds at Page 311, and Book 281 of Deeds at Page 419 on the South and the lands now or formerly of Northway Self Storage, LLC as described in Book 1053 of Deeds at Page 295 and Book 5968 of Deeds at Page 141, lands now or formerly of Clarence C. Burt Jr., Lester H. Burt, Beverly L. Corentto, Leslie Burt and Thea M. Burt as described in Book 1366 of Deeds at Page 82 and Book 4657 of Deeds at Page 155; and lands now or formerly of Wayne A. Flagg as described in Book

5343 of Deeds at Page 229 on the North; thence along the last mentioned common division line the following two (2) courses: 1) North 81 deg. 41 min. 45 sec. East 101.12 feet to a point; and 2) North 81 deg. 52 min. 19 sec. East 479.16 feet to its point of intersection with the division line between the lands now or formerly of City of Glens Falls as described in Book 5332 of Deeds at Page 102 on the South and Southeast and the lands now or formerly of The Greater Glens Falls Development Corporation as described in Book 1428 of Deeds at Page 51 on the North and Northwest; thence along said division line the following three (3) courses: 1) North 81 deg. 47 min. 22 sec. East 59.47 feet to a point; 2) North 50 deg. 47 min. 15 sec. East 68.03 feet to a point; and 3) North 81 deg. 52 min. 43 sec. East 241.33 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 5332 of Deeds at Page 102 on the West and Northwest and the said lands now or formerly of The Greater Glens Falls Development Corporation on the East and Southeast; thence along said division line the following three (3) courses: 1) South 13 deg. 33 min. 44 sec. East 110.51 feet to a point; 2) South 54 deg. 02 min. 36 sec. West 236.96 feet to a point; and 3) South 02 deg. 32 min. 58 sec. East 475.80 feet to its point of intersection with the division line between the said lands now or formerly of City of Glens Falls as described in Book 5332 of Deeds at Page 102 on the North and other lands now or formerly of the City of Glens Falls as described in Book 1331 of Deeds at Page 10 on the South; thence South 81 deg. 45 min. 04 sec. West along the last mentioned division line 96.55 feet to a point; thence through the said lands now or formerly of the City of Glens Falls as described in Book 1331 of Deeds at Page 10 South 08 deg. 14 min. 31 sec. East 75.00 feet to a point on the division line between the said lands now or formerly of the City of Glens Falls as described in Book 5332 of Deeds at Page 102 on the North and the lands of the People of the State of New York as described in Book 683 of Deeds at Page 1030 on the South; thence South 81 deg. 45 min. 04 sec. West along the last mentioned division line 80.01 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls on the

West and the said lands of the People of the State of New York as described in Book 683 of Deeds at Page 1030 on the East; thence South 08 deg. 16 min. 56 sec. East along the last mentioned division line 12.50 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 1331 of Deeds at Page 10 on the North and the lands now or formerly of A & Q Holdings, Inc. as described in Book 3351 of Deeds at Page 98 and Book 3415 of Deeds at Page 311 on the South; thence South 81 deg. 45 min. 04 sec. West along the last mentioned division line 178.27 feet to its point of intersection with the division line between the lands now or formerly of the City of Glens Falls as described in Book 4116 of Deeds at Page 252 on the West and the said lands now or formerly of A & Q Holdings, Inc. on the East; thence South 08 deg. 51 min. 53 sec. East along the last mentioned division line 6.57 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 4116 of Deeds at Page 252 on the North and other lands now or formerly of A & Q Holdings, Inc. as described in Book 1253 of Deeds at Page 278 on the South; thence North 77 deg. 28 min. 27 sec. West along the last mentioned division line 85.78 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 204 of Deeds at Page 318 on the West and the said lands now or formerly of A & Q Holdings, Inc. as described in Book 1253 of Deeds at Page 278 on the East; thence along the last mentioned division line the following two (2) courses: 1) South 13 deg. 05 min. 24 sec. West 172.45 feet to a point; and 2) South 08 deg. 10 min. 31 sec. East 397.82 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 4116 of Deeds at Page 252 on the North and the said lands now or formerly of A & Q Holdings, Inc. as described in Book 1253 of Deeds at Page 278 on the South; thence South 80 deg. 48 min. 49 sec. West along the last mentioned division line 19.45 feet to its point of intersection with the division line between the said lands now or formerly of the City of Glens Falls as described in Book 4116 of Deeds at Page 252 on the East

and the said lands now or formerly of the City of Glens Falls as described in Book 204 of Deeds at Page 318 on the West; thence North 08 deg. 54 min. 04 sec. West along the last mentioned division line 6.97 feet to a point; thence through the said lands now or formerly of the City of Glens Falls as described in Book 204 of Deeds at Page 318 the following six (6) courses: 1) South 41 deg. 19 min. 04 sec. West 30.71 feet to a point; 2) South 89 deg. 23 min. 34 sec. West 12.36 feet to a point; 3) South 54 deg. 32 min. 00 sec. West 26.01 feet to a point; 4) South 81 deg. 51 min. 40 sec. West 130.19 feet to a point; 5) South 81 deg. 48 min. 55 sec. West 155.26 feet to a point; and 6) South 03 deg. 18 min. 25 sec. East 85.49 feet to the point or place of beginning and containing 23.7 acres of land, more or less.

C.T. MALE ASSOCIATES

William J. Nettleton, P.L.S.

September 10, 2021
WJN/amb
C.T. Male Project No. 05.5824
Dwg. No. 21-0543