

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

THIS INDENTURE made this 12th day of December, 2024, between Owner, St. Lawrence County, having an office at 48 Court Street, Canton, County of St. Lawrence, 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 4669 SH 3 in the Town of Clifton, County of St. Lawrence and State of New York, known and designated on the tax map of the County Clerk of St. Lawrence as tax map parcel number: Section 214.000 Block 4 Lot 22, being the same as that property conveyed to Grantor by deed dated January 7, 2016 and recorded in the St. Lawrence County Clerk's Office in Instrument No. R-2016-00000948. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 33.62 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 2, 2021, and last revised on November 25, 2024, prepared by Ronald Edward Towne, 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: W6-1172-05-13, 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:

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 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 St. Lawrence 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 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 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: 645029
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

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT

Part of Parcel D

All that tract or parcel of land situate northerly of New York State Route 3, and westerly of County Route 60, in the Town of Clifton, County of St. Lawrence and State of New York, bounded and described as follows:

Beginning at an iron rod in the northerly boundary of NYS Route 3 at the southwesterly corner of Parcel "B" of a subdivision of the 54 acre parent parcel, this iron rod being located North 84 degrees 22 minutes 36 seconds West a distance of 97.98 feet from an iron rod at the intersection of the northerly boundary of New York State Route 3 with the westerly boundary of County Route 60, and proceeding on a NYS Grid bearing the following courses;

thence southwesterly along the northerly boundary of NYS Route 3, concentric with and 50 feet distant from the centerline thereof, on a curve to the left, 312.28 feet to a point, this course having a tie-chord bearing of South 89 degrees 47 minutes 20 seconds West and a tie-chord distance of 311.94 feet;

thence continuing along the northerly boundary of NYS Route 3 South 85 degrees 31 minutes 13 seconds West a distance of 288.40 feet to an iron rod;

thence North 39 degrees 40 minutes 00 seconds West along a southwesterly boundary of a parcel now or formerly County of St. Lawrence (Instr. 2014-00004457) and a northeasterly boundary of a parcel now or formerly Benson Mines, Inc. (Liber 951 Page 1086) a distance of 666.22 feet to an iron rod;

thence North 50 degrees 20 minutes 00 seconds East along a northwesterly boundary of lands of County of St. Lawrence and a southeasterly boundary of Benson Mines, Inc. a distance of 528.00 feet to an iron rod;

thence North 39 degrees 40 minutes 00 seconds West along a southwesterly boundary of lands of County of St. Lawrence and northeasterly boundary of lands now or formerly Benson Mines, Inc. a distance of 366.87 feet to a point in the apparent southerly boundary of the former New York Central Railroad, being now or formerly St. Lawrence County Industrial Development Agency (Liber 1055 Page 592);

thence continuing across the former New York Central Railroad, being now or formerly St. Lawrence County Industrial Development Agency (Liber 1055 Page 592) North 39 degrees 40 minutes 00 seconds West a distance of 124.48 feet to an iron rod in the apparent northerly boundary of the former New York Central Railroad;

thence continuing North 39 degrees 40 minutes 00 seconds West along a southwesterly boundary of lands of County of St. Lawrence and a northeasterly boundary of lands now or formerly Benson Mines, Inc. a distance of 539.38 feet to a point at the approximate bounds of the flooded mine pit;

thence through lands now or formerly County of St. Lawrence, along the approximate southerly bounds of the flooded mine pit the following seven courses:

- 1) North 49 degrees 47 minutes 35 seconds East a distance of 137.98 feet to a point,
- 2) North 29 degrees 28 minutes 40 seconds East a distance of 99.94 feet to a point,
- 3) North 67 degrees 13 minutes 40 seconds East a distance of 133.16 feet to a point,
- 4) South 41 degrees 40 minutes 34 seconds East a distance of 53.77 feet to a point,
- 5) North 68 degrees 22 minutes 43 seconds East a distance of 74.98 feet to a point,
- 6) North 87 degrees 10 minutes 15 seconds East a distance of 100.41 feet to a point;
- 7) North 64 degrees 32 minutes 09 seconds East a distance of 164.80 feet to a point in the northeasterly boundary of lands of County of St. Lawrence;

thence South 39 degrees 40 minutes 00 seconds East along a northeasterly boundary of lands of County of St. Lawrence and a southwesterly boundary of lands now or formerly Benson Mines, Inc. a distance of 340.62 feet to an iron rod in the apparent northerly boundary of the former New York Central Railroad, being now or formerly St. Lawrence County Industrial Development Agency (Liber

1055 Page 592);

thence continuing across the former New York Central Railroad, being now or formerly St. Lawrence County Industrial Development Agency (Liber 1055 Page 592) South 39 degrees 40 minutes 00 seconds East a distance of 127.77 feet to a point in the apparent southerly boundary of the former New York Central Railroad;

thence continuing South 39 degrees 40 minutes 00 seconds East along a northeasterly boundary of lands of County of St. Lawrence and a southwesterly boundary of lands now or formerly Benson Mines, Inc. a distance of 1056.54 feet to an iron rod at the northerly corner of Parcel "B" of a subdivision of the 54 acre parent parcel;

thence South 49 degrees 59 minutes 54 seconds West along the northwesterly boundary of subdivision Parcel "B" a distance of 723.41 feet to an iron rod at the westerly corner of said subdivision Parcel "B";

thence South 39 degrees 39 minutes 35 seconds East along the southwesterly boundary of subdivision Parcel "B" a distance of 352.79 feet to the Point of Beginning of this description.

EXCEPTING therefrom all that portion of the former New York Central Railroad, now or formerly St. Lawrence County Industrial Development Agency (Liber 1055 Page 592), and being a strip of land 120 feet in width centered on the railroad tracks crossing said lands of County of St. Lawrence, and containing 1.88 acres more or less.

Containing 33.62 Acres of land more or less, as prepared by Ronald E. Towne, L.S. 050331 of WCT Surveyors, P.C. Bearings are referenced to New York State Grid North.

Being a portion of a parcel of land formerly conveyed by Dongrove Holdings Limited, by Kevin Felt as County Treasurer of the County of St. Lawrence to the County of St. Lawrence by deed dated April 7, 2014 and recorded in the St. Lawrence County Clerk's Office as Instrument 2014-00004457



Recording Office Time Stamp

Real Estate Transfer Tax Return For Public Utility Companies' and Governmental Agencies' Easements and Licenses

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.

Name of grantee (public utility company or governmental agency)

Federal employer identification number
(if applicable)

Address of grantee

Name and telephone number of person to contact

Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1. St. Lawrence County	4669 SH 3, Clifton, NY	\$0.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

NYS Department of Environmental Conservation
Name of grantee

Andrew H. [Signature]
Signature of partner, officer of corporation, governmental official, etc.
Director of Environmental Remediation
Title

AFFIDAVIT OF POSTING

BE IT RESOLVED, that the **County of St. Lawrence** hereby establishes the following resolution "Authorizing the Chair to Sign All Documents Necessary for the Sale of Real Property Known as the Former J&L Site for Economic Development and Job Creation" and submitted by these members to the clerk of this body:

Finance Committee: 10-28-2024

RESOLUTION NO. 329-2024

AUTHORIZING THE CHAIR TO SIGN ALL DOCUMENTS NECESSARY FOR THE SALE OF REAL PROPERTY KNOWN AS THE FORMER J&L SITE FOR ECONOMIC DEVELOPMENT AND JOB CREATION

By Mr. Gennett, Chair, Finance Committee
Co-Sponsored by Mr. Denesha, District 6

WHEREAS, St. Lawrence County is the record title owner of 54+ acres of land in the Town of Clifton, formerly owned by the Jones and Laughlin Steel Company and commonly referred to as the "J&L Site", and

WHEREAS, St. Lawrence County, along with the Town of Clifton and Town of Fine, would like to see this Adirondack Park industrial classified property returned to productive use, and

WHEREAS, in 2019, the County agreed to issue an option to purchase the former J&L Site to Benson Mines, and

WHEREAS, one of the primary concerns of the County regarding the Site has been the re-establishment of an economically viable operation at the former J&L Site that will establish not only jobs but revitalization for the southeastern portion of the County, and

WHEREAS, as a condition of the issued option, Benson Mines was required to submit proof of job creation and development of the site satisfactory to the Board of Legislators, and

WHEREAS, the County has received letters from two developers, Astro Aggregates and New York State Energy and Research Development Authority (NYSERDA), that would establish permanent employment at the former J&L Site, and

WHEREAS, pursuant to the letters, Astro Aggregates would develop a facility at the former mine and begin shipment of approximately 3,000 rail cars of materials annually, utilizing the rail spur developed by the St. Lawrence County Industrial Development Agency, and

WHEREAS, separately, NYSERDA has secured a solar developer who anticipates construction of an initial 12 MWH solar facility, requiring 50-75 jobs for construction and five (5) permanent jobs for maintenance to support the area, and

WHEREAS, construction is set to commence on both projects in 2025 with continued expansion proposed through 2027, and

WHEREAS, as a result of the successful completion of the requirements of the Option Agreement, Benson Mines has agreed, in principle, to pay the remaining sum of money in the amount of \$165,000 to the County to consummate the sale, and

WHEREAS, Benson Mines has agreed that the sale is necessary for completion of separate agreements between Benson Mines and the third parties for the redevelopment of the property, and

WHEREAS, the lot was previously subdivided and an easement was conveyed to the Town of Clifton to establish an aquatic invasive species boat washing station, and

WHEREAS, as a part of the process of environmental remediation, the County has also conveyed an environmental easement on the property to the New York State Department of Environmental Conservation (NYSDEC), and

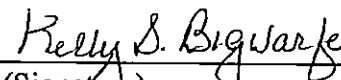
WHEREAS, as a part of any agreement for the sale of the land, Benson Mines understands and agrees that it will be required to assume the rights and obligations of the County under a Consent Order with the NYSDEC and the responsibilities of the County to permit and not interfere with the further environmental remediation efforts of NYSDEC,

NOW, THEREFORE, BE IT RESOLVED that the Board of Legislators authorizes the Chair to sign all documents necessary for the sale of real property known as the J&L Site to Benson Mines for economic development and job creation, upon approval of the County Attorney.

I, Kelly S. Bigwarfe, Deputy Clerk of the governing board of the St. Lawrence County Board of Legislators of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 4th day of November, 2024, on file as part of the minutes of such meeting and that same is a true copy thereof and the whole of such original.

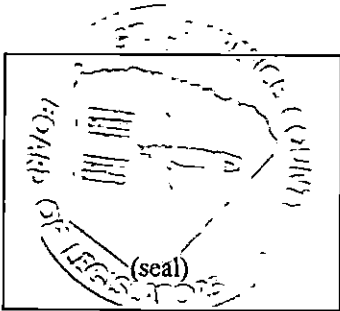
I further certify that the full Board consists of fifteen (15) members and that 93.33% of such members were present at such meeting, and that fourteen (14) of such members voted in favor of the above resolution, and one (1) was absent.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of St. Lawrence County Board of Legislators on this 18th day of December, 2024



(Signature)

AFFIDAVIT OF POSTING: I, Kelly S. Bigwarfe, being duly sworn, deposes and says that the posting of the Resolution began on November 5, 2024 and continued for at least 30 days. That the resolution was available to the public on the St. Lawrence County Website at www.stlawco.gov





ST. LAWRENCE COUNTY OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

STEPHEN D. BUTTON

December 18, 2024

ASSISTANT COUNTY ATTORNEYS

Office of the General Counsel
Attention: Cheryl A. Salem
625 Broadway
14th Floor
Albany, NY 12233-1500

DAVID F. HUBER
KEITH S. MASSEY, JR.
CHRISTINE N. LABBATE
MATTHEW J. KLIMASAUSKAS
MEGAN R. WHITTON
COLIN S. LOOMIS

RE: Recorded Environmental Easement and Certified Municipal
Notices
Site Name: Former J & L Steel Site
Site No.: 645029

RISK MANAGER / COMPLIANCE OFFICER

JODY C. WENZEL

Dear Ms./Mrs. Salem:

Enclosed please find a copy of the recorded easement and certified copies
of the municipal notices.

CONFIDENTIAL SECRETARY

MICHELE A. ZERA

If you have any further questions or concerns relating to this matter,
please contact our office at (315) 379-2269.

PARALEGALS

LORETTA HOUSE
CORALEE BARRETT

Sincerely,

Coralee Barrett, Paralegal
St. Lawrence County Attorney's Office
48 Court Street
Canton, NY 13617
315-379-2269
Direct Extension: 2484
Email: cbarrett@stlawco.gov

MAIN OFFICE
48 COURT STREET
CANTON, NY 13617
(315) 379-2269 OFFICE
(315) 379-2254 FAX

