

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

THIS INDENTURE made this 12th day of August, 2015 between Owner(s) City of Gloversville, having an office at City Hall, 3 Frontage Road, Gloversville, County of Fulton, 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 312-316 W. Fulton Street in the City of Gloversville, County of Fulton and State of New York, known and designated on the tax map of the County Clerk of Fulton as tax map parcel numbers: Section 148.8 Block 2 Lot 17.5, being the same as that property conveyed to Grantor by deed dated March 14, 2000 and recorded in the Fulton County Clerk's Office in Liber and Page 854/228. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 4.8 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 17, 2004 and last revised March 4, 2015 prepared by James F. Cook, PLS of C.T. Male Associates, P.C., 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 State Assistance Contract Number: C302586, 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 Fulton 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

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.

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

City of Gloversville:

By: [Signature]

Print Name: Debra J King

Title: Mayor Date: 7/22/15

Grantor's Acknowledgment

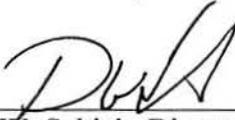
STATE OF NEW YORK)
COUNTY OF Fulton) ss:

On the 22 day of July, in the year 2015, before me, the undersigned, personally appeared Debra King, 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.

[Signature]
Notary Public - State of New York

ANTHONY CASALE
Notary Public, State of New York
No. 02CA6094737
Qualified in Fulton County
Comm. Expires June 23, 2019

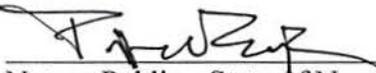
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 12th day of August, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, 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

PATRICK EUGENE FOSTER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 02FO6278032
COMMISSION EXPIRES 03/18/2017

SCHEDULE "A" PROPERTY DESCRIPTION

DESCRIPTION
LANDS NOW OR FORMERLY OF
PAN AMERICAN TANNING CORPORATION
312 WEST FULTON STREET
CITY OF GLOVERSVILLE, COUNTY OF FULTON, STATE OF NEW YORK

All that certain tract, piece or parcel of land situate in the City of Gloversville, County of Fulton, State of New York, lying Northwesterly of West Fulton Street, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line between the lands now or formerly of Pan American Tanning Corporation as described in Book 538 of Deeds at Page 813 on the North and lands now or formerly of Clayton A. Coon and Janet A. Coon as described in Book 740 of Deeds at Page 37 on the South with the Northwesterly street boundary of West Fulton Street as established as a three rod right-of-way (49.5 feet); thence from said point of beginning along said division line North 67 deg. 40 min. 40 sec. West 166 .56 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northwest and lands of said Coon on the Southeast; thence along said division line South 43 deg. 34 min. 38 sec. West 8.00 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northeast and lands now or formerly of William J. Morse as described in Book 969 of Deeds at Page 138 on the Southwest; thence along said division line North 46 deg. 25 min. 22 sec. West 13.82 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northwest and lands of said Morse on the Southeast; thence along said division line the following two (2) courses: 1) South 60 deg. 47 min. 17 sec. West 50.00 feet to a point; and 2) South 56 deg. 51 min. 15 sec. West 61.30 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Southwest and lands of said Morse on the Northeast; thence along said division line South 44 deg. 56 min. 56 sec. East 68.50 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northwest and lands now or formerly of Jay L. Hadcock and Rebecca L. Hadcock as described in Book 784 of Deeds at Page 187 on the Southeast; thence along said division line South 41 deg. 16 min. 23 sec. West 66.00 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Southwest and lands of said Hadcock on the Northeast; thence along said division line South 44 deg. 56 min. 56 sec. East 50.51 feet to its point of intersection with the common division line between lands of said Pan American Tanning Corporation on the Northwest and lands now or formerly of Ronald Anderson and Susan Anderson as described in Book 659 of Deeds at Page 203 and lands now or formerly of Robert F. Cole and Jeanie A. Cole as described in Book 937 of Deeds at Page 308 on the Southeast; thence along said common division line the following two (2) courses: 1) South 47 deg. 04 min. 25 sec. West 49.32 feet to a point; and 2) South 52 deg. 46 min. 17 sec. West 49.00 feet its point of intersection with the division between the lands of said Pan American Tanning Corporation on the Northeast and the lands now or formerly of Edward D. Fox and Jacqueline E. Fox as described in Book 757 of Deeds at Page 309 on the Southwest; thence along said division line North 44 deg. 34 min. 54 sec. West 64.65 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northwest and lands of said Fox on the Southeast; thence along said division line South 55 deg. 04 min. 51 sec. West 53.75 feet to its point of intersection with the division

line between the lands of said Pan American Tanning Corporation on the Northeast and lands now or formerly of Michael A. Rose and Suzanne E. Rose as described in Book 648 of Deeds at Page 124 on the Southwest; thence along said division line North 32 deg. 38 min. 19 sec. West 21.66 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Northwest and lands now or formerly of said Rose on the Southeast; thence along said division line South 63 deg. 38 min. 12 sec. West 62.52 feet to its point of intersection of the division line between the lands now or formerly of said Pan American Tanning Corporation on the Northeast and lands now or formerly of Arlene R. Smith as described in Book 704 of Deeds at Page 84 on the Southwest; thence along said division line North 30 deg. 53 min. 33 sec. West 246.38 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the East and lands now or formerly of Rovel Aqua, Inc. on the West, said point also being the top of bank of the West Mill Pond; thence along said division line and said top of bank North 13 deg. 26 min. 05 sec. East 59.03 feet to its point of intersection with the division line between the lands of said Pan American Tanning Corporation on the Southeast and South and lands now or formerly of said Rovel Aqua, Inc. on the Northwest and North; thence along division line and said top of bank of the West Mill Pond the following fifteen (15) courses: 1) North 49 deg. 01 min. 12 sec. East 20.86 feet to a point; 2) North 63 deg. 55 min. 34 sec. East 76.07 feet to a point; 3) South 88 deg. 49 min. 00 sec. East 80.79 feet to a point; 4) North 65 deg. 26 min. 19 sec. East 134.56 feet to a point; 5) North 62 deg. 03 min. 25 sec. East 90.95 feet to a point; 6) North 79 deg. 41 min. 09 sec. East 112.50 feet to a point; 7) North 65 deg. 49 min. 46 sec. East 23.79 feet to a point; 8) North 81 deg. 42 min. 42 sec. East 28.25 feet to a point; 9) North 66 deg. 13 min. 02 sec. East 89.22 feet to a point; 10) North 74 deg. 34 min. 42 sec. East 43.93 feet to a point; 11) North 65 deg. 55 min. 05 sec. East 16.07 feet to a point; 12) North 75 deg. 47 min. 31 sec. East 22.96 feet to a point; 13) North 62 deg. 02 min. 21 sec. East 68.33 feet to a point; 14) North 31 deg. 52 min. 00 sec. East 17.82 feet to a point; and 15) North 09 deg. 10 min. 37 sec. East 15± feet to a point; thence in a generally Easterly direction along the division line between the lands of said Pan American Tanning Corporation on the South and along the lands now or formerly of Van Tent Pole Company as described in Book 926 of Deeds at Page 99 on the North (said division line should be established by a boundary line agreement) to a point on the Northerly street boundary of said West Fulton Street, tie course for the above being North 85 deg. 41 min. 19 sec. East 377± feet; thence along said Northerly street boundary South 83 deg. 52 min. 36 sec. West 53± feet to a point of curvature on the Northwesterly street boundary of said West Fulton Street; thence along said Northwesterly street boundary the following two (2) courses: 1) Southwesterly along a curve to the left of radius 500.00 feet, an arc length of 396.47 feet and a chord bearing of South 61 deg. 09 min. 39 sec. West 386.16 feet to a point of tangency; and 2) South 38 deg. 26 min. 41 sec. West 284.32 feet to the point or place of beginning.

Said property comprising of approximately 4.8 acres more or less.

Subject to any easements, restrictions or covenants of record.