



JEFFERSON COUNTY - STATE OF NEW YORK  
GIZELLE J. MEEKS, JEFFERSON COUNTY CLERK  
175 ARSENAL STREET  
WATERTOWN, NEW YORK 13601

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2023-00019143

Receipt#: 2023036637

Clerk: AF

Rec Date: 12/15/2023 12:19:35 PM

Doc Grp: DEE

Descrip: EASEMENT

Num Pgs: 12

Rec'd Frm: CITY OF WATERTOWN

Party1: CITY OF WATERTOWN

Party2: NYS DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

Town: WATERTOWN-CITY OF

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 105.00

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

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 1773

Exempt

Consideration: 90644.00

Total: 0.00

WARNING\*\*\*

\*\*\*Information may change  
during the verification process  
and may not be reflected on this  
page

Gizelle J. Meeks  
Jefferson County Clerk

Record and Return To:

CITY OF WATERTOWN  
OFFICE MAILBOX

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

**THIS INDENTURE** made this 20th day of November, 2023, between Owner, City of Watertown, having an office at City Hall, 245 Washington Street, Suite 305, Watertown, New York 13601 (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 229 California Avenue in the City of Watertown, County of Jefferson and State of New York, known and designated on the tax map of the County Clerk of Jefferson as tax map parcel number: Section 6 Block 15 Lot 119.1, being the same as that property conveyed to Grantor by deed dated October 7, 2009 and recorded in the Jefferson County Clerk's Office as Instrument Number 2009-15699. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.41 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 13, 2023 prepared by Storino Geomatics (Thomas Michael Storino License No. 50035, 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 Brownfield Cleanup Agreement IndexNumber: C623028-06-12, 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 Jefferson 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: C623028  
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**

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

City of Watertown:

By: KS

Print Name: KENNETH A. MIX

Title: CITY MANAGER Date: 11/3/23

**Grantor's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF Jefferson

On the 3 day of Nov., in the year 2023, before me, the undersigned, personally appeared Kenneth A. Mix, 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.

Leta A. Harp  
Notary Public - State of New York

Leta A. Harp  
Notary Public, State of New York  
No. 01HA6180806  
Qualified in Jefferson County  
Commission Expires January 14, 2024



**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,

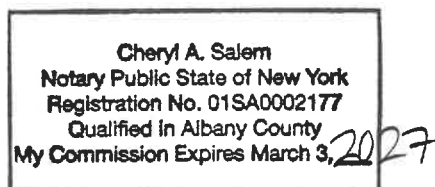
By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 20<sup>th</sup> day of November, 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.

Cheryl A. Salem  
Notary Public - State of New York



**SCHEDULE "A" PROPERTY DESCRIPTION**

**ALL THAT TRACT OR PARCEL OF LAND**, being situate in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

**BEGINNING** at a 1/2" capped iron rebar set (2022) in the northwesterly margin of California Avenue (50.0 feet wide), said rebar being situate N 16°53'52" E, a distance of 851.19 feet from the intersection of said margin with the northeasterly margin of State Street (width varies);

**THENCE** the following three (3) courses and distances through the parcel of land conveyed by James E. Mills, City Comptroller to the City of Watertown in a deed dated October 7, 2009, recorded in the Jefferson County Clerk's Office as Instrument Number 2009-15699 on October 7, 2009:

1. N 70°09'40" W, a distance of 105.84 feet to a 1/2" capped iron rebar set (2022);
2. S 67°14'37" W, a distance of 73.67 feet to a 1/2" capped iron rebar set (2022);
3. S 17°28'25" W, a distance of 150.00 feet to a 1/2" capped iron rebar set (2014);

**THENCE CONTINUING** S 17°28'25" W, a distance of 306.78 feet to a 1/2" capped iron rebar set (2014);

**THENCE** N 72°18'03" W, a distance of 190.75 feet to a 1/2" capped iron rebar set (2014);

**THENCE** N 16°45'14" E, passing through a 1/2" capped iron rebar set (2014) at 100.00 feet and continuing a total distance of 148.00 feet to a point;

**THENCE CONTINUING** N 16°45'14" E, through the aforementioned James E. Mills, City Comptroller to the City of Watertown conveyance, a distance of 34.47 feet to a point at the former southeasterly terminus of Columbia Street (50.0 feet wide), said portion of Columbia Street was abandoned by City Council resolution on July 5, 2022;

**THENCE CONTINUING** N 16°45'14" E, along the former easterly terminus of Columbia Street, a distance of 50.13 feet to a 1/2" capped iron rebar set (2022) at the former northeasterly terminus of said street;

**THENCE CONTINUING** through the aforementioned James E. Mills, City Comptroller to the City of Watertown conveyance, the following two (2) courses and distances:

1. N 15°45'30" E, a distance of 149.86 feet to a 1/2" capped iron rebar set (2022);
2. N 16°19'07" E, a distance of 44.63 feet to a 1/2" iron pipe found in the former northeasterly boundary of the New York Central Railroad;

**THENCE** the following two (2) courses and distances along said former northeasterly boundary of the New York Central Railroad:

1. Along a curve to the left at a radius of 1,392.69 feet, a distance of 267.49 feet to a 1/2" capped iron rebar set (2014), said rebar being situate a direct tie of N 80°30'27" E, a distance of 267.07 feet from the last-mentioned pipe;

2. N 75°00'19" E, passing through a 1" iron pipe found and 3/4" iron pipe found at a distance of 27.95 feet and 28.17 feet respectively, and continuing a total distance of 144.30 feet to a 1/2" capped iron pipe found (Gymo);

**THENCE** S 16°53'52" W, passing through a bent 1/2" iron pipe found marking the northwesterly terminus of aforementioned California Avenue at 94.22 feet and continuing along the northwesterly margin of California Avenue a total distance of 126.34 feet to the point and place of **BEGINNING**.

**CONTAINING** 2.41 Ground Acres of land more or less.

Bearings in this description are referenced to the New York State Plane Coordinate System, Central Zone (3102), as realized from static GPS observations referenced to NAD 83 (2011) made on May 27, 2014.

Distances in this description are ground distances (U.S. Survey Feet).

Caps on all 1/2" capped iron rebars set (CIRS) (2014) are yellow and read "T STORINO LS 50035".

Caps on all 1/2" capped iron rebars set (CIRS) (2022) are yellow and read "STOR GEOM PLS 50035".

**SUBJECT TO** an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in more detail in The Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov).

Portions of the above-described parcel are also subject to the following covenants and restrictions as indicated on the subdivision plat:

1. That it be used for railroad purposes only as set forth in a deed from William I. Comins and Cornelia Comins to the Carthage, Watertown and Sackets Harbor Railroad Company, recorded in the Jefferson County Clerk's Office in Liber 194 of Deeds, at Page 126 on September 13, 1872 and in a deed from Benjamin and Almeda Hadcock to the Carthage, Watertown and Sackets Harbor Railroad Company, recorded in the Jefferson County Clerk's Office in Liber 194 of Deeds, at Page 102 on September 13, 1872.
2. That no part be used, or made part of, a transportation, communication, electrical or other corridor or right-of-way as set forth in a deed from Bradford A. White to Borden, Inc., recorded in the Jefferson County Clerk's Office in Liber 928 of Deeds, at Page 281 on January 3, 1983.
3. Subject to all existing wire and pipe agreements, occupancies and licenses, if any, between grantor and other parties, not of record, that in any way encumber the premises as set forth in a deed from the Owasco River Railway, Inc. to Bradford A. White, recorded in the Jefferson County Clerk's Office in Liber 923 of Deeds, at Page 881 on July 2, 1982.

**ALSO SUBJECT TO AND INCLUDING** any rights or restrictions of record that an updated Abstract of Title may disclose.

**ALSO SUBJECT TO AND INCLUDING** any and all other rights or restrictions of record.

**AS SURVEYED** by STORINO GEOMATICS, Land Surveying Services & Consulting, PLLC, on 6/15 and 6/18/2018, and 9/4/2022, shown on a plat titled “- SUBDIVISION FINAL PLAT - LANDS OF THE CITY OF WATERTOWN TAX MAP P.N. 6-15-119.100, P.N. 6-15-119.2, & P.N. 6-15-119.3”, dated 9/13/2023, a copy of which is part of this instrument.

**INTENDING** to describe a 2.41 ± Acre parcel of land now designated as P.N. 6-15-119.100 conveyed by James E. Mills, City Comptroller to the City of Watertown in a deed dated October 7, 2009, recorded in the Jefferson County Clerk’s Office as Instrument Number 2009-15699 on October 7, 2009.