

CLIFTON PARK WATER AUTHORITY

BOARD MEETING MINUTES

January 21, 2026

Those present were: Mr. Helmut Gerstenberger, Chairman; Mr. John Ryan, Vice Chairman; Mr. William Butler, Treasurer; Mr. Peter Taubkin, Board Secretary, Mr. Kenneth Bowman, Board Member; Mr. Chris Wheland, Administrator; Mr. James Trainor, Attorney; Mr. Brock Juusola, Engineer; and Mr. Ronald Marshall, Superintendent.

Mr. Gerstenberger called the meeting to order at 7:00pm.

Pledge of Allegiance

Approve Minutes of November 12, 2025 Meeting

Mr. Gerstenberger made a **motion** to approve the November 12, 2025, board meeting minutes; seconded by Mr. Ryan. The **motion** carried 5-0.

Privilege of the Floor

Suresh Regonda of 54 Tisdale explained to the Board a concern of a high water bill and was looking for a reprieve more than can be offered by the Administrator. The Board listened to Mr. Regonda and asked questions of the resident and Administrator. The grievance committee will discuss and get a determination back to the resident within 5 business days.

Old Business

Peacock Glen Property

Stormwater paperwork is being reviewed by the Town. Brief history of the property was given to Town Councilman Fantini.

New Business

Town Board Liaison-

Councilman Mario Fantini has been appointed as the liaison to the CPWA Board and gave welcoming remarks during the privilege of the floor. Explained he wants to assist CPWA with the Town Board and review option to use CPWA property to expand trails.

Organizational Resolutions-

A **motion** was made by Mr. Gerstenberger authorizing Resolution #1, 2026, an Organizational Resolution; seconded by Mr. Ryan.

RESOLUTION #1, 2026 – AN ORGANIZATIONAL RESOLUTION

Pursuant to Section 1120-c(3) the following persons are appointed as Vice Chairman, Treasurer, and Secretary of the Clifton Park Water Authority:

Vice Chairman: John Ryan
Treasurer: Bill Butler
Secretary: Peter Taubkin

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Gerstenberger appointing the Water Authority Attorney; seconded by Mr. Bowman.

RESOLUTION #2, 2026 – APPOINTING WATER AUTHORITY ATTORNEY

NOW THEREFORE BE IT

RESOLVED, that the Clifton Park Water Authority hereby appoints James Trainor of Trainor, Pezzulo & DeSanto PLLC to the position of Authority Attorney.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Ryan, approving the Organizational Resolution, seconded by Mr. Taubkin.

RESOLUTION #3, 2026 – AN ORGANIZATIONAL RESOLUTION

RESOLVED, the Daily Gazette, be and hereby is made the official newspaper of the Clifton Park Water Authority, and

RESOLVED, that including but not limited to KeyBank (conditional on acceptable account terms and services) hereby is designated as the official bank depository of the Clifton Park Water Authority.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Gerstenberger appointing the Water Authority Engineering Firm; seconded by Mr. Butler.

RESOLUTION #4, 2026 – APPOINTING ENGINEERING FIRM

RESOLVED, that the firm Delaware Engineering, D.P.C., be designated and appointed as the professional engineers for the Clifton Park Water Authority.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Bowman appointing the Water Authority Accounting Firm; seconded by Mr. Ryan.

RESOLUTION #5, 2026 – APPOINTING ACCOUNTING FIRM

RESOLVED, that the firm of Mengel, Metzger, Barr & Co., be designated and appointed the professional accountants and auditors for the Clifton Park Water Authority.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Butler appointing Audit Committee members; seconded by Mr. Gerstenberger.

RESOLUTION #6, 2026 – APPOINTING AUDIT COMMITTEE MEMBERS

RESOLVED, that an Audit Committee has been formed and members of the Audit Committee are: **John Ryan, Bill Butler, and Peter Taubkin.**

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Gerstenberger appointing Governance Committee members; seconded by Mr. Taubkin.

RESOLUTION #7, 2026 – APPOINTING GOVERNANCE COMMITTEE MEMBERS

RESOLVED, that a Governance Committee has been formed and the members of the Governance Committee are: **Helmut Gerstenberger, John Ryan, and Peter Taubkin.**

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Ryan appointing Grievance Committee members; seconded by Mr. Gerstenberger.

RESOLUTION #8, 2026 – APPOINTING GRIEVANCE COMMITTEE MEMBERS

RESOLVED, that a Grievance Committee has been formed and the members of the Grievance Committee are: **Peter Taubkin, Helmut Gerstenberger, and John Ryan.**

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

A **motion** was made by Mr. Taubkin appointing Finance Committee members; seconded by Mr. Ryan.

RESOLUTION #9, 2026 – APPOINTING FINANCE COMMITTEE MEMBERS

RESOLVED, that a Finance Committee has been formed and the members of the Finance Committee are: **Helmut Gerstenberger, Bill Butler, and Ken Bowman.**

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Aye
Mr. Bowman	- Aye

CPWA Board Meeting Dates for 2026-

2026 Board Meeting Dates: February 18, 2026; March 18, 2026; April 22, 2026; May 20, 2026; June 17, 2026; July 22, 2026; August 19, 2026; September 23, 2026; October 21, 2026; November 18, 2026; and December 16, 2026.

Ellis Hospital Easement-

When Bass Pro Shops was built a water line was extended from Sitterly Road to the Bass Pro Shops. This water line, due to other utilities, was placed just inside the utility easement and requires an easement from Ellis Hospital (property owner). Mr. Trainor explained that another easement may be required for the Bass Pro Shops property itself, but that will be a separate easement when completed. Attached is a copy of the easement required to complete the transaction. Mr. Trainor worked with Bass Pro Shops and Ellis Hospital to formulate the Easement. Upon approval the Board Chair will sign and it will be formalized. A **motion** was made by Mr. Ryan approving the Ellis Hospital Easement; seconded by Mr. Taubkin.

RESOLUTION #10, 2026 – APPROVING ELLIS HOSPITAL EASEMENT

RESOLVED, that the Chairman of the CPWA Board is Authorized to sign the permanent right of way easement and appropriate tax documents as presented by James Trainor.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye

Mr. Butler - Aye
Mr. Bowman - Aye

Other Business

Vertical Bridge

Mr. Wheland had a zoom meeting on December 22nd with representatives from Verizon and Vertical Bridge. Verizon confirmed that Vertical Bridge operates and maintains the site for them(contractor), but that Verizon still holds the agreement. With that, Vertical Bridge's understanding is they are allowed to add cell equipment of other companies to their monopole at Boyack. Mr. Wheland explained that due to their increased funds from this lease, CPWA needs to increase the rent. Vertical Bridge disagreed and stated agreement doesn't have a provision for increasing rent above the annual increases and will not agree to an increase. Vertical Bridge also stated that reasonable approval to add equipment cannot be withheld and that language is in the agreement. Mr. Wheland stated that although in the agreement CPWA was under the understanding that no other companies would be added due to the public concern. Vertical Bridge stated they are reading the agreement and can add other companies. Mr. Wheland said that at a minimum, any company that will be added needs to have a public comment, and representatives from Verizon and Vertical Bridge need to be in attendance.

Mr. Wheland told them that due to the increased traffic and multiple entries we will need to increase security and if they want approval and 24/7 access, they will need to pay for upgrades that protect our site. They were verbally amendable to this. Mr. Wheland is getting quotes on adding cameras, lighting and necessary upgrades to the automatic gate. Nothing has been formalized, but this is the continuing discussion.

The Board had a discussion about secure access and codes. They discussed the need to change access codes if a contractor is terminated and how the CPWA will be notified to change codes, along with prior notice to access the property. The Board questioned if Vertical Bridge would also be amendable to paying for the maintenance costs of the security system.

DISH Wireless

DISH Wireless uses a frequency from EchoStar(Boost Mobile) to operate. FCC revoked EchoStar's(Boost Mobile) license due to the small number of customers. EchoStar sold the FCC license to AT&T, AWS and SpaceX. Effectively deleting DISH Wireless's ability to operate. DISH sent CPWA a letter explaining a small portion of this, and advising us that due to the FCC's actions DISH is unable to meet the terms of the agreement and will ultimately be canceling the agreement. Mr. Trainor is following up with DISH to confirm the letter and get additional information.

State Legislative Updates

Mr. Wheland provided testimony to the New York State Legislature on lead service lines and potential funding gaps. Mr. Wheland also attended a New York Section American Water Works Association legislative day in Albany to express concerns over potential legislation that would have adverse effects on water systems including CPWA.

Privilege of the Floor

Penny Howansky of Eastline Dr requested maps that were presented at previous CPWA Board meetings. All documents that CPWA has on file were submitted to Ms. Howansky as part of a FOIL request. After a discussion it was determined that the best course of action is for Mr. Wheland to meet with Ms. Howansky. Ms. Howansky and Mr. Wheland shall meet on January 22 in the office to discuss specific maps required. Delaware Engineering will review maps that they have sent to CPWA regarding the area of concern on Eastline Road.

The CPWA's next board meeting is scheduled for Wednesday, February 18, 2026 at 7pm.

Mr. Gerstenberger made a **motion** to adjourn the meeting at 8:30pm; seconded by Mr. Bowman. The **motion** carried 5-0.

PERMANENT RIGHT OF WAY AND EASEMENT

THIS PERMANENT RIGHT OF WAY AND EASEMENT AGREEMENT (this “Agreement”) made the ____ day of December, 2025, is by and between ELLIS HOSPITAL, with offices at 1101 Nott Street, Schenectady, New York 12308, hereinafter referred to as the “Grantor”, BASS PRO OUTDOOR WORLD, L.L.C, with offices at 2500 E. Kearney St., Springfield, MO 65898, hereinafter referred to as “Beneficiary”, and CLIFTON PARK WATER AUTHORITY, a public benefit corporation located in the County of Saratoga and State of New York, with offices at 661 Clifton Park Center Road, Clifton Park, New York, 12065 hereinafter referred to as “Grantee”, collectively hereinafter referred to as “the Parties”.

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain parcel of land located at 412 Clifton Park Center Road, Clifton Park, New York 12605 and consisting of approximately 4.57 acres of land and known as Tax Map Number 272.-1-49.1, as more particularly described on Exhibit A attached hereto (the “Grantor’s Land”),

WHEREAS, Grantee desires an access and easement over that portion of the Grantor’s Land shown on the map attached hereto as Exhibit B and more particularly described on the attached Exhibit C, (the “Easement Area”) on which it is necessary for the Grantee, its successors and assigns to enter, maintain, pass through, cross or encroach upon for the purpose of operating, repairing and maintaining a water line and related facilities and equipment, including connections therewith (collectively, the “Facilities”),

NOW, THEREFORE, the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, the non-exclusive right, privilege, authority and easement to enter upon, maintain, operate, inspect, repair, protect, connect to and/or replace the Facilities located upon the Easement Area,

TOGETHER WITH a further right of ingress and egress across the Grantor’s Land to effectuate the purposes of said easement, and the proper use of any other right granted herein, provided such right of ingress and egress is exercised by the Grantee over routes that occasion the least practicable damage and inconvenience to the Grantor.

After completion of routine maintenance work related to the Facilities, Grantee shall promptly repair any damage to the Easement Area or the remainder of the Grantor’s Land caused by Grantee in the exercise of any rights granted hereby.

Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Area to repair, maintain and/or operate the Facilities in the manner it deems necessary; provided, however, that except in the event of an emergency, as determined by Grantee in its sole but reasonable discretion, Grantee shall endeavor not to unreasonably interfere with Grantor’s reasonable possession or operation of the Easement Area or the business of any tenant of Grantor on or about the Easement Area that Grantee is made aware of.

The Grantor and its heirs, successors, agents and assigns shall neither make nor cause any permanent construction nor erection of any structure or obstruction of any kind, including but not limited to, fences, brick, stone or block walls, equipment or vehicles, within the boundaries of the permanent easement described above. The Grantee and its heirs, successors and assigns may remove from within the boundaries of the permanent easement described herein at Grantor's expense any obstructions constructed, erected or installed by Grantor in violation of the foregoing restrictions, and shall be under no obligation to repair, replace or restore any such removed constructions.

The Grantor and its heirs, successors and assigns shall not plant any trees within the boundaries of the Easement Area. The Grantor and its heirs, successors and assigns may, however, plant flowers, shrubs, ornamental plantings and ground cover within the boundaries of the permanent easement. The Grantee is under no obligation to replant any plant flowers, shrubs, ornamental plantings or ground cover, but will make reasonable effort to preserve any of these items for the reuse of the Grantor.

The Grantee and its heirs, successors and assigns may remove from within the boundaries of the Easement Area any obstruction which may interfere with the access to, or the installation, repairing, replacing, maintaining or use of said water line and appurtenances, including trimming, cutting, removing trees or brush.

The Grantee shall, and shall cause any and all contractors or subcontractors performing work on or about Easement Area, to maintain and keep in force at all times during the performance of any such work, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, and commercial automobile liability insurance, from an insurer authorized to do business in the State of New York, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the Grantor's Land, with coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate. Such coverage shall be primary and non-contributory to any insurance coverage maintained by Grantor, and shall name Grantor as an additional insured.

The Grantor shall not be liable to Grantee or Beneficiary, their agents, employees, owners, representatives, successors, assigns or any third parties for any loss or damage to any person or property in any way connected with the use of the Easement Area or Grantor's Land by Grantee or Beneficiary, their employees, contractors, agents, licensees or invitees, unless caused by the negligence or willful misconduct of Grantor or anyone for whom Grantor is legally responsible. Grantee or Beneficiary, separately, shall indemnify, defend and hold Grantor, its representatives, successors and assigns, harmless from and against any and all claims, losses, costs (including, without limitation, reasonable attorneys' fees and court costs) or damages arising from any injury to, or death of, persons, or loss of (including by theft), or damage to, property occurring on or about Grantor's Land, including the Easement Area, due to the negligence or willful misconduct of Grantee or Beneficiary, respectively, or for their own employees, contractors, agents, licensees or invitees, except to the extent any such claim, loss or damage results from, or is caused by, the negligence or willful misconduct of Grantor or anyone for whom Grantor is legally responsible.

Grantor shall have rights to the Easement Area not expressly or impliedly granted to Grantee hereby. Further, Grantor reserves the right to use any and all uses of the Easement Area not inconsistent with Grantee's use of the Easement Area granted herein.

The construction of the Facilities by Grantee shall be done at Grantee's sole cost and expense and shall be: (a) performed in a safe, diligent and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction thereof, (b) performed by contractors fully insured in accordance with this Agreement and licensed in the State of New York to do the work being undertaken, (c) performed in a manner that does not unreasonably interfere with the use and enjoyment by Grantor of Grantor's Land, and (d) diligently prosecuted to completion. Grantee shall repair and restore any damage to Grantor's Land that is caused by such construction to substantially the same condition the Grantor's Land was in immediately prior to the commencement of such construction, and shall remove all construction debris relating to such activities within ten (10) days after completion of such construction. Within ten (10) days after Grantee's receipt of any notice from any applicable governmental authority of noncompliance by Grantee with any applicable laws, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the construction or operation of the Facilities, Grantee shall provide Grantor with written notice thereof and shall promptly correct such noncompliance; provided, that if at any time payment of any amount shall become necessary to prevent Grantor or Grantor's Land from becoming liable for, or subjected to any fine, penalty or other monetary obligation due to such alleged noncompliance, then Grantee shall pay such amount due in sufficient time to prevent any such fine, penalty or monetary obligation.

Except as otherwise provided herein, Grantee shall be responsible for the maintenance, repair, and restoration of the Easement Area and all the Facilities located thereon. The Easement Area and the Facilities located thereon shall be maintained in good condition and repair.

In the event Grantor reasonably determines that it is necessary for the Easement Area to be relocated within the Grantor's Land in connection with the development or redevelopment thereof (the "Grantor Development"), or in the event the taking of all or part of the Easement Area by condemnation or other eminent domain proceedings (a "Governmental Taking") requires a relocation of the Easement Area to permit the continuation of the easement rights granted hereunder, as the Grantor may determine, and provided that any such relocation shall not unreasonably interfere with the enjoyment of the use, rights and privileges granted hereunder, Grantee, Beneficiary and Grantor consent to a one time relocation of the Easement Area and infrastructure, and shall execute all documents reasonably requested by the Parties to relocate the infrastructure and Easement Area within the Grantor's Land, including specifically, but without limitation, an amendment to this Agreement reflecting such relocation. The Parties hereby acknowledge and agree that this Easement is granted to facilitate the development of the adjacent parcel by Beneficiary and therefore Beneficiary shall be responsible for all costs and expenses for the one time relocation of the infrastructure and Easement Area and the installation of the Facilities at the new location on Grantor's Land as a result of the Grantor Development, and should Beneficiary not pay Grantee within thirty (30) days of being invoiced for the work, including any legal services in connection therewith, or if Beneficiary or its successor and assign no longer owns, leases or occupies the adjacent property at the time Grantor wishes to have the Easement Area and Facilities relocated, then Grantor shall pay Grantee for the work to be done; provided, however,

that Grantor's payment shall not be deemed to release Beneficiary or its successors or assigns from their responsibilities hereunder and Grantor shall be entitled to pursue a reimbursement claim against Beneficiary or its successors or assigns. It is the Parties' understanding and agreement that the Easement Area and infrastructure relocation costs and expenses in connection with a Governmental Taking will be Grantor's sole responsibility to pay Grantee for and Grantor will be entitled to all compensation from the applicable governmental entity in connection with such taking.

Grantor, Beneficiary and Grantee agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of Grantor, Beneficiary and Grantee in connection with this Agreement. The Parties agree that New York law shall govern all disputes arising out of this Agreement. Grantor, Beneficiary and Grantee consent to personal jurisdiction in, and agree that venue of all disputes hereunder, shall lie exclusively in the New York Supreme Court, in and for Saratoga County.

This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all Parties named herein. However, this easement shall be of no force and effect until this Agreement is duly and validly executed by all Parties hereto.

This Agreement shall run with the land and be binding on the Parties hereto and their respective heirs, successors and assigns.

This Agreement is subject to, and Grantee shall not interfere with, any and all enforceable easements, restrictions, and conditions on record, including, but limited to, that certain easement granted to the New York Telephone Company dated October 8, 1968 and recorded in the Saratoga County's Clerk's Office on November 26, 1968 in Liber 842 of Deeds, Page 445 and that certain easement granted to the New York Telephone Company dated October 6, 1968 and recorded in the Saratoga County's Clerk's Office on November 20, 1968 in Liber 842 of Deeds, Page 447.

Grantor hereby warrants that it has fee simple title in the land or property hereinabove described and further agrees to provide reasonable documents necessary for the grant of clear title to the easement as required by the Grantee.

[Remainder of the page is intentionally left blank; Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the day and year first above written.

GRANTOR:

ELLIS HOSPITAL

By: _____

Name: Marc Mesick

Title: Vice President / Chief Financial Officer

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On the ____ day of December, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Marc Mesick**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

GRANTEE:

CLIFTON PARK WATER AUTHORITY

By: _____

Name: Helmut Gerstenberger

Title: Chairman

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On the ____ day of December, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Helmut Gerstenberger**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

BASS PRO OUTDOOR WORLD, L.L.C.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On the ____ day of December, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

EXHIBIT A – Legal Description of the Grantor's Land

PARCEL I

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, Saratoga County, New York designated as Lot "A" on a map entitled "Subdivision Plan Portion of Lands of Lewis E. Tourtellot", dated February 19, 1986 as prepared by David A. Flanders, Associates, as filed in the Saratoga County Clerk's Office on May 30, 1986, as map number T-54.

PARCEL II:

ALL THAT TRACT OR PARCEL OF land situate in the Town of Clifton Park, Saratoga County, New York, lying along the Northeasterly margin of Old Sitterly Road and the Southeasterly margin of Clifton Park Center Road as designated as a 0.650 +/- acre parcel on a map entitled "Subdivision Plan Portion of Lands of Lewis E. Tourtellot & Jeanne M. Tourtellot dated February 19, 1986, as prepared by David A. Flanders Associates as filed in the Saratoga County Clerk's Office on May 30 1986, as map number T-54, being more particularly bounded and described as follows:

BEGINNING at a point on the Northeasterly margin of Old Sitterly Road at a point where said road margin is intersected by the division line between a portion of land of Lewis E. Tourtellot and Jeanne M. Tourtellot as conveyed by Thomas D. Nolan, by deed dated June 5, 1962, as filed in the Saratoga County Clerk's Office in Liber 722, page 104 on the West and Lot "B" on the East, as shown on the above mentioned map and runs thence from said point of beginning along said Northeasterly margin of Old Sitterly Road, North 51 deg. 27 min. 30 sec. West, 214.58 feet to a point where said road margin intersects the generally Southeasterly margin of Clifton Park Center Road; thence along said Southeasterly road margin the following two (2) courses: North 42 deg. 01 min. 30 sec. East, 99.61 feet to a point of curvature; thence generally Northeasterly along a curve to the left of radius 629.75 feet, a distance of 29.74; (chord North 40 deg. 40 min. 19 sec. East, 29.74 feet) to a point; thence along the division line between the said lands of Lewis E. Tourtellot and Jeanne M. Tourtellot as conveyed by said deed 722 page 104, on the South and Lot "A" (lands of Lewis E. Tourtellot and Jeanne M. Tourtellot) on the North, as shown on the above mentioned map, South 66 deg. 15 min. 30 sec. East, 163.21 feet to a point; thence along the division line between the lands of Tourtellot as conveyed by said deed 722, page 104, on the West and Lot "B" on the East, South 22 deg. 20 min. 30 sec. East, 177.40 feet to a point on the Northeasterly margin of Old Sitterly Road and the point or place of BEGINNING, being a parcel of land containing approximately 0.650 acres.

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, Saratoga County, New York lying along the Northeasterly margin of Old Sitterly Road as designated as Lot "B" on a map entitled "Subdivision Plan Portion of Lands of Lewis E. Tourtellot & Jeanne M. Tourtellot, dated February 19, 1986, as prepared by David A. Flanders, Associates, as filed in the Saratoga County Clerk's Office on May 30, 1986 as map number T-54, being more particularly bounded and described As follows:

BEGINNING at a point on the Northeasterly margin of Old Sitterly Road at a point where said road margin is intersected by the division line between Lot "B" on the West, (lands of Lewis E. Tourtellot and Jeanne M. Tourtellot) as conveyed by Thomas D. Nolan, by deed dated September 18, 1968, as filed in the Saratoga County Clerk's Office in Liber 838, page 331 on the East as shown on the above mentioned map and runs thence from said point of beginning along the Northeasterly margin of Old Sitterly Road the following two courses:

North 35 deg. 03 min. 30 sec. West, 96.50 feet to a point; thence North 51 deg. 27 min. 30 sec. West, 6.49 feet to a point where said Northeasterly road margin is intersected by the division line between Lot "B" on the East and a 0.650 +/- acre parcel portion of lands of Lewis E. Tourtellot and Jeanne M. Tourtellot on the West, as shown on the above mentioned map; thence along said division line, North 21 deg. 20 min. 30 sec. East, 177.90 feet to a point; thence along the common division line between Lot "B" on the South and Lot "A" on the North as shown on said map, South 64 deg. 03 min. 30 sec. East, 101.29 feet to a point; thence along the division line between said Lot "B" on the West an 0.890 +/- acre parcel, portion of lands of Lewis E. Tourtellot and Jeanne M. Tourtellot, as conveyed by said deed 838, page 331 on the East, South 22 deg 32 min. 30 sec. West 194.4 feet to a point on the Northeasterly margin of Old Sitterly Road and the point or place of beginning, being a parcel of land containing approximately 0.431 acres.

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park County of Saratoga New York, lying along the Northeasterly margin of Old Sitterly Road, as designated as a 0.890 +/- acre parcel on a map entitled "Subdivision Plan Portion of Lands of Lewis E. Tourtellot & Jeanne M. Tourtellot", dated February 19, 1986, as prepared by David A. Flanders, Associates, as filed in the Saratoga County Clerk's Office on May 30, 1986, as map number T-54, being more particularly bounded and described as follows:

BEGINNING at an existing concrete monument set on the Northeasterly margin of Old Sitterly Road, as a point where said road margin is intersected by the division line between lands of Lewis E. Tourtellot and Jeanne M. Tourtellot as conveyed by Thomas D. Nolan, by deed dated September 18, 1968, as filed in the Saratoga County Clerk's Office in Liber 838, page 331 on the West and the lands now or formerly of John A. Holland III on the East and runs thence from said point of beginning along the Northeasterly margin of Old Sitterly Road, North 55 deg. 03 min. 30 sec. West 189.43 feet to a point; thence along the division line between the said lands of Tourtellot as conveyed by said deed 838, page 331 on the East and lot "B" as shown on the above mentioned map on the West (lands of Lewis E. Tourtellot and Jeanne M. Tourtellot) North 22 deg. 32 min. 30 sec. East, 194.40 feet to a point; thence along the division line between the said lands of Tourtellot as conveyed by said deed 838, page 331 on the South and Lot "A" as shown on the above mentioned map on the North (lands of Lewis E. Tourtellot and Jeanne M. Tourtellot) South 66 deg. 13 min. 45 sec. East; 180.00 feet to a point on the division line between the lands of Lewis E. Tourtellot and Jeanne M. Tourtellot on the West and the lands now or formerly of John A. Holland III on the East; thence along said division line South 21 deg. 17 min. 30 sec. West, 231.27 feet to

an existing concrete monument set on the Northeasterly margin of Old Sitterly Road and the point or place of beginning, being a parcel of land containing approximately 0.890 acres.

Parcels I and II above are together bounded and described as follows:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga, State of New York lying along the Easterly and Southeasterly lines of Clifton Park Center Road, along the Westerly line of the Adirondack Northway (Interstate 87) and being ALL of the lands as shown on a map entitled "Subdivision Plan - Portion of lands of Lewis E. Tourtellot and Jeanne M. Tourtellot", dated February 19, 1986 as prepared by David A. Flanders Associates and filed in the Saratoga County Clerk's Office on May 30, 1986 in Drawer "T" as Map No. 54 and being further bounded and described as follows:

BEGINNING at the point of intersection of the Easterly line of Clifton Park Center Road with the common division line of lands now or formerly of Northstar Chevrolet, Inc. as conveyed in Book 1684 of Deeds at Page 529 to the North and the parcel of land herein being described to the South, said point located North 88 deg. 27 min. 40 sec. East, 0.74 feet from a point marked with an iron rod found;

THENCE from said Point of Beginning along said common division line, North 88 deg. 27 min. 40 sec. East, 444.91 feet to a point marked with a 4 inch square concrete monument found at the point of intersection of said common division line with the Westerly line of lands of the People of The State of New York, Adirondack Northway (Interstate 87) as appropriated in 1958 in Book 665 of Deeds at Page 43;

THENCE along said 1958 westerly line, South 08 deg. 10 min. 30 sec. East, 308.82 feet to the point of intersection of said 1958 westerly line with the common division line of lands now or formerly of Ellis Hospital as conveyed in Instrument No. 2010030780 to the south and said parcel of land herein being described to north said point located North 08 deg. 10 min. 30 sec. West, 1.42 feet from a point marked with a 4-inch square granite monument found as measured along said 1958 westerly line;

THENCE along the common division line of said lands of Ellis Hospital to the south, east and south and the parcel of land herein being described to the north, west and north the following three (3) courses and distances:

- 1) South 84 deg. 11 min. 30 sec. West, 142.69 feet to a point;
- 2) South 21 deg. 17 min. 30 sec. West, 392.57 feet to a point;
- 3) North 55 deg. 03 min. 30 sec. West, 285.93 feet to a point marked with a capped iron rod found;

THENCE along the common division line of said lands of Ellis Hospital and lands of the Town of Clifton Park as conveyed in Book 1483 of Deeds at Page 575 to the south and the parcel of land

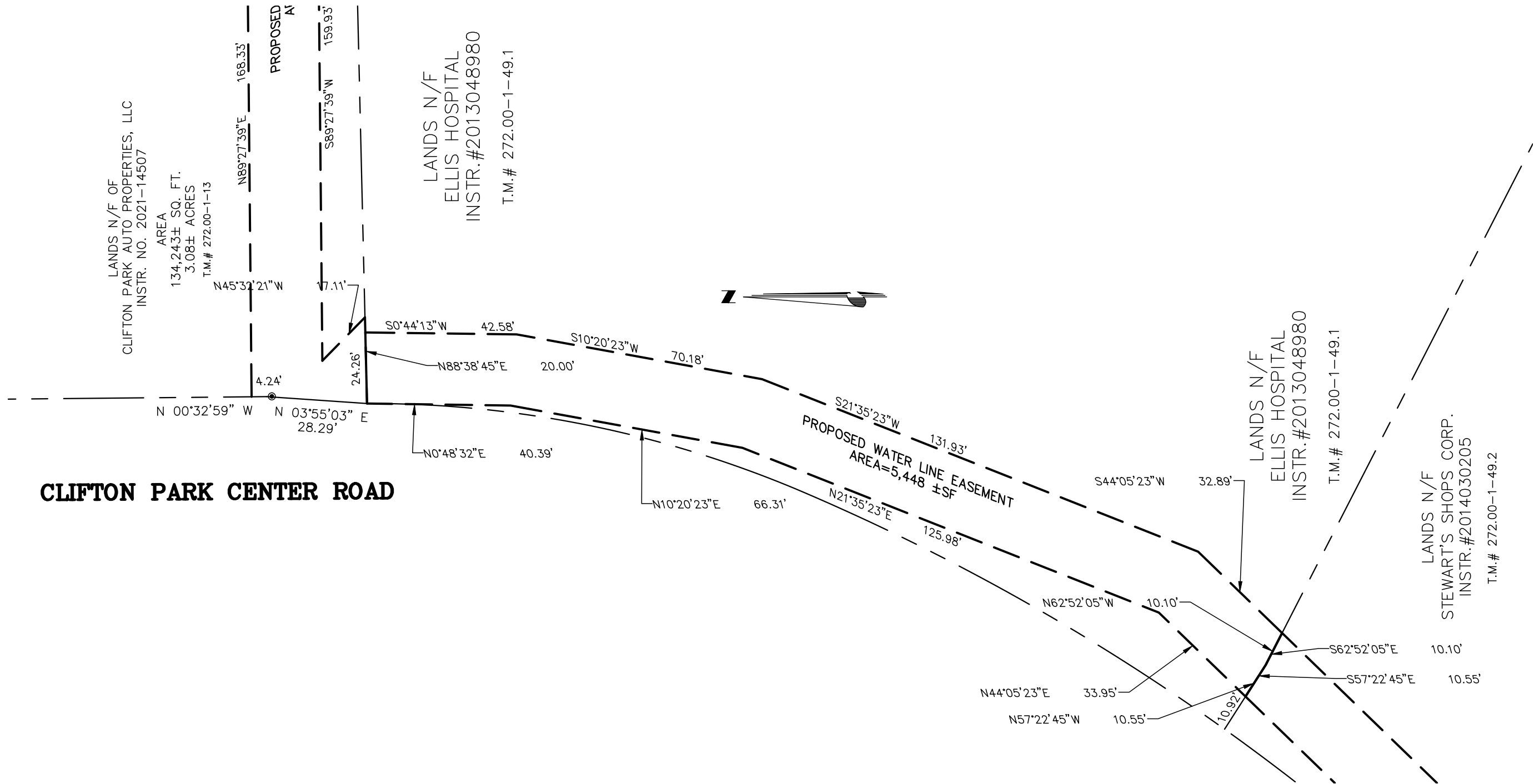
herein being described to the north, North 51 deg. 27 min. 30 sec. West, 221.07 feet to a point in the southeasterly line of Clifton Park Center Road;

THENCE along the southeasterly and easterly lines of Clifton Park Center Road the following three (3) courses and distances:

- 1) North 42 deg. 01 min. 30 sec. East, 99.61 feet to a point of curvature marked with a capped iron rod found;
- 2) Along a curve to the left an arc length of 208.83 feet to a point of compound curvature, said curve having a radius of 629.75 feet and a chord bearing of North 32 deg. 30 min. 30 sec. East, 207.88 feet;
- 3) Along a curve to the left having a radius of 310.00 feet and a chord bearing of North 11 deg. 20 min. 07 sec. East 125.62 feet and an arc length of 126.49 feet to the point or place of BEGINNING containing 6.315 plus or minus acres of land.

Exhibit B – Map of the Easement Area
(See attached)

Z:\2753B-398-400 Clifton Park Center Rd topo\SURVEY\2753B-P3.dwg, 6/2/2025 4:50:04 PM, 1:1



NO.	REVISION	DATE	UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSSED SEAL SHALL BE CONSIDERED VALID TRUE COPIES.	ROBERT D DAVIS, JR., P.L.S. N.Y.S. LICENSE No. 051060	ABD ENGINEERS SURVEYORS 411 Union Street Schenectady, N.Y. 12305 518-377-0315 Fax. 518-377-0379 www.abdeng.com	PROPOSED WATER LINE EASEMENT CLIFTON PARK CENTER ROAD	
						TOWN OF CLIFTON PARK COUNTY OF SARATOGA NEW YORK	
						SCALE: 1" = 30'	DATE: JUNE 2, 2025
						SHEET 1 OF 1	2753B-P3

Exhibit C – Legal description of the Easement Area

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying easterly of the easterly road boundary of Clifton Park Center Road in the Town of Clifton Park, County of Saratoga and State of New York, and being more particularly bounded and described as follows:

Beginning at a point in the easterly road boundary of Clifton Park Center Road at its intersection with the division line between lands now or formerly of Clifton Park Auto Properties, LLC as described in Instrument No. 2021014507 on the north and lands now or formerly of Ellis Hospital as described in Instrument No. 2013048980 on the south; thence along said division line North 88°38'45" East, 20.00 feet to a point therein; thence through said lands of Ellis Hospital the following four (4) courses and distances:

- 1) South 00°44'13" West, 42.58 feet to a point; thence
- 2) South 10°20'23" West, 70.18 feet to a point; thence
- 3) South 44°05'23" West, 32.89 feet to a point in the division line between the aforementioned lands of Ellis Hospital on the north and lands now or formerly of Stewart's Shops Corp. as described in Instrument No. 2014030205 on the south; thence along said division line the following two (2) courses and distances:
 - 1) North 62°52'05" West, 10.10 feet to a point; thence
 - 2) North 57°22'45" West, 10.55 feet to a point therein; thence through the aforementioned lands of Ellis Hospital the following four (4) courses and distances:
 - 1) North 44°05'23" East, 33.95 feet to a point; thence
 - 2) North 21°35'23" East, 125.98 feet to a point; thence
 - 3) North 10°20'23" East, 66.31 feet to a point; thence
 - 4) North 00°48'32" East, 40.39 feet to the point and place of beginning and containing 5,448 square feet of land more or less.

Subject to any enforceable easements, rights, restrictions and/or covenants of record.

Subject to any state of facts an up-to-date abstract of title would disclose.