



STEBEN COUNTY - STATE OF NEW YORK
JUDITH M. HUNTER, COUNTY CLERK
3 EAST PULTENEY SQUARE, BATH, NEW YORK 14810

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 2982 / 300

Receipt#: 20220262558
Clerk: PB
Rec Date: 09/20/2022 09:31:16 AM
Doc Grp: DEE
Descrip: DEED
Num Pgs: 5
Rec'd Frm: SMPR TITLE AGENCY INC

Party1: DICKSONS ENVIRONMENTAL SERVICES INC
Party2: NEW ENGLAND WASTE SERVICES ME INC
Town: THURSTON

Recording:

Cover Page 5.00
Recording Fee 40.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00
RP5217 Residential/Agricu 116.00
RP5217 - County 9.00

Sub Total: 195.00

Transfer Tax
Transfer Tax - State 2300.00

Sub Total: 2300.00

Total: 2495.00

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

***** Transfer Tax *****

Transfer Tax #: 634
Transfer Tax

Transfer Tax - State 2300.00

Total: 2300.00

WARNING***

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

Record and Return To:

SMPR TITLE AGENCY INC
50 CHAPEL STREET
ALBANY NY 12207

I hereby certify that the within and foregoing was recorded in the Steuben County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.

Judith M. Hunter
Judith M. Hunter
Steuben County Clerk

RECORDED BY:
SMPR TITLE AGENCY, INC.
518-434-0127
TITLE NO. S-83484

WARRANTY DEED

THIS INDENTURE, made this 21st day of July, 2022, is by and between:

DICKSON'S ENVIRONMENTAL SERVICES, INC., a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810,

as party of the first part, and

NEW ENGLAND WASTE SERVICES OF ME, INC., d/b/a **CASELLA ORGANICS**, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701,

as party of the second part,

WITNESSETH, that the party of the first part, in consideration of **ONE AND 00/100 US DOLLAR (\$1.00)**, lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant and release unto the party of the second part, and the successors and assigns of the party of the second part, forever, in fee simple:

SEE EXHIBIT A

Being a portion of certain real property, and the improvements located thereon, conveyed to the party of the first part by deed from Leo Dickson & Sons, Inc., dated May 4, 2006, and recorded in the Steuben County Clerk's Office May 5, 2006 in Deed Book 2016 page 11.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and the successors and assigns of the party of the second part, forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST. That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances, except as aforesaid;

FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises; and

FIFTH. That said party of the first part will forever warrant the title to said premises.

SIXTH. That the property described herein does not constitute all or substantially all of the assets of the party of the first part.

The word "party" shall be construed as if it read "parties", and vis versa, whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

DICKSON'S ENVIRONMENTAL SERVICES, INC., a New York corporation

By: Phillip M. Dickson
Phillip M. Dickson
President

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF Steuben) ss.:

On the 20th day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Dickson's Environmental Services, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Valerie L. Havens
Notary Public

VALERIE L. HAVENS
NOTARY PUBLIC #01HA9053845
STATE OF NY, CO. OF STEUBEN
MY COMMISSION EXPIRES DEC. 26, 2025.

EXHIBIT A

DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND, situate in the **Town of Thurston, County of Steuben and State of New York**, bounded and described as follows:

Commencing at a point in the centerline intersection of the traveled way of Dixon Road and Bonny Hill Road;

Thence along the centerline of the traveled way of Bonny Hill Road the following courses and distances:

1. South 15 degrees 20' 34" east a distance of 45.46 feet to a point;
2. South 27 degrees 27' 27" east a distance of 49.74 feet to a point;
3. South 32 degrees 42' 53" east a distance of 517.12 feet to a point;
4. South 30 degrees 52' 23" east a distance of 97.99 feet to a point;
5. South 25 degrees 49' 24" east a distance of 139.16 feet to a point;
6. South 21 degrees 32' 06" east a distance of 312.50 feet to a point;
7. South 22 degrees 10' 21" east a distance of 58.32 feet to a point;

Thence north 81 degrees 11' 02" west through a set 5/8" diameter iron pin a distance of 1234.28 feet to a set 5/8" diameter iron pin;

Thence south 09 degrees 26' 25" west through an existing iron pin a distance of 1146.27 feet to an existing iron pin;

Thence north 79 degrees 58' 30" west a distance of 2138.65 feet to a set 5/8" diameter iron pin;

Thence north 08 degrees 42' 55" east a distance of 2144.42 feet to a set 5/8" diameter iron pin;

Thence south 79 degrees 58' 30" east a distance of 1500.58 feet to a point;

Thence south 79 degrees 32' 43" east along the centerline of the traveled way of Dixon Road a distance of 1168.44 to a point, being the point and place of beginning.

Comprising an area of 126.00 acres of land, as more fully shown on a survey map prepared by McConnell & Muller, LS entitled "plan of lands to be conveyed to New England Waste Services of ME, Inc., d/b/a Casella Organics" dated June 08, 2022 as Project #7100.

SUBJECT TO any and all easements, rights of way, oil, gas, mineral and timber leases and/or restrictive covenants of record, if any; and

FURTHER SUBJECT TO the public's right in and to the use of so much of the above-described premises as may lie within the highway bounds.

BEING a portion of the premises conveyed to Dickson's Environmental Services, Inc. from Leo Dickson & Sons, Inc. by warranty deed dated May 04, 2006 and recorded on May 06, 2006 in the Steuben County Clerk's Office in Liber 1051 of Deeds at Page 11.

Tax Map #203.00-03-009.000 – 6500 Dixon Road, Bath, NY 14810
Portion of Tax Map #203.00-03-011.000 – 0 Dixon Road, Bath, NY 14810

EXCEPTING AND RESERVING a right of way to be retained by Dickson Environmental Services, Inc., its successors and assigns, 24.75 feet in width south of and adjacent to the north property line of premises being conveyed herein extending from the westerly end of Dixon Road to the westerly line of premises being conveyed herein, as shown on said survey map.

TOGETHER WITH the right to obtain water through the existing piping from other premises of the grantor to the north and the right to enter said property for the purpose of maintaining said water service. The said premises to the north and the northern portion of tax map #203.00-03-011.000.

Return and Record:

The West Firm, PLLC
575 Broadway, 2nd Floor
Albany, New York 12207
Attn: Gregory A. Mountain, Esq.



STEUBEN COUNTY – STATE OF NEW YORK
JUDITH M. HUNTER, COUNTY CLERK
3 EAST PULTENEY SQUARE, BATH, NEW YORK 14810

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BOOK/PAGE: 2982 / 305

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Rec Date: 09/20/2022 09:31:16 AM
Doc Grp: DEE
Descrip: MEMORANDUM
Num Pgs: 8
Rec'd Frm: SMPR TITLE AGENCY INC

Party1: DICKSON LAND HOLDINGS LLC
Party2: NEW ENGLAND WASTE SERVICES ME
INC
Town: THURSTON

Recording:

Cover Page 5.00
Recording Fee 55.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00

Sub Total: 85.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 85.00

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

***** Transfer Tax *****
Transfer Tax #: 635
Transfer Tax

Total: 0.00

WARNING***

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SMPR TITLE AGENCY INC
50 CHAPEL STREET
ALBANY NY 12207

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Judith M. Hunter
Judith M. Hunter
Steuben County Clerk

Rtl: The West Firm, LLC
575 Broadway, 2ND Floor
Albany, NY 12207
Attn: Gregory A. Mountain, Esq. SMPR 5-83484

MEMORANDUM OF LEASE AGREEMENT

This **MEMORANDUM OF LEASE AGREEMENT** (this "Memorandum"), dated as of July 21, 2022 (the "Effective Date"), is by and between **DICKSON LAND HOLDINGS, LLC**, a New York limited liability company with an address of 5226 Bonny Hill Road, Bath, New York 14810, and **LEO DICKSON & SONS, INC.**, a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810 (hereinafter collectively and individually referred to as the "Landlord"), and **NEW ENGLAND WASTE SERVICES OF ME, INC.**, d/b/a **CASELLA ORGANICS**, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701 ("Tenant"). (Landlord and Tenant are also hereinafter referred to individually as a "Party" and collectively as the "Parties").

Landlord and Tenant hereby acknowledge the following:

1. Landlord. The name of Landlord is Dickson Land Holdings, LLC, a New York limited liability company with an address of 5226 Bonny Hill Road, Bath, New York 14810, and Leo Dickson & Sons, Inc., a New York corporation with an address of 5226 Bonny Hill Road, Bath, New York 14810.

2. Tenant. The name of Tenant is New England Waste Services of ME, Inc., d/b/a Casella Organics, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701.

3. Lease; Property. Landlord and Tenant have entered into that certain Lease Agreement, dated as of July 21, 2022 (the "Lease"). Pursuant to the Lease, Landlord leases to Tenant certain real property, and the improvements located thereon, situate in the Town of Thurston, County of Steuben, State of New York, as more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

4. Term. The initial term of the Lease commences on the Effective Date and continues thereafter for a term of ten (10) years (the "Initial Term").

5. Renewal Options. The Lease shall, upon expiration of the Initial Term and upon expiration of each of the first two (2) Renewal Terms, automatically renew for a successive terms of five (5) years (each, and collectively, the "Renewal Term"), unless Tenant shall serve the Landlord with prior written notice of termination of the Lease at least ninety (90) days prior to the end of the Initial or applicable Renewal Term ("Term").

6. Conflicts; Memorandum. In the event of any conflict between this Memorandum and the Lease, the provisions of the Lease shall control. This instrument is intended to be only a memorandum of the Lease, and reference to the Lease is hereby made for all of the terms, conditions and covenants thereof. This Memorandum shall not be construed to modify, change or interpret the Lease or any of the terms, covenants or conditions thereof. In all instances, reference to the Lease should be made for a full description of the rights and obligations of the Parties.


7. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. This Lease may be executed and delivered by any Party by pdf or other electronic mean, including by any electronic signature complying with the US federal ESIGN Act of 2000, e.g., www.docusign.com, and the other Party shall be entitled to rely on such electronic version as evidence that this Lease has been duly executed and delivered by such Party for all purposes.

[Signature Page to Follows]


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LANDLORD:

DICKSON LAND HOLDINGS, LLC
a New York limited liability company

By: 
Phillip M. Dickson
President

LEO DICKSON & SONS, INC.
a New York corporation

By: 
Phillip M. Dickson
President

TENANT:

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____
John W. Casella
President and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LANDLORD:

DICKSON LAND HOLDINGS, LLC
a New York limited liability company

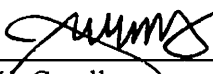
By: _____
Phillip M. Dickson
President

LEO DICKSON & SONS, INC.
a New York corporation

By: _____
Phillip M. Dickson
President

TENANT:

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____

John W. Casella
President and Secretary

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
COUNTY OF Stuebem) ss.:

On the 20th day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Dickson's Environmental Services, Inc. and Leo Dickson & Sons, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Valerie L. Havens
Notary Public

VALERIE L. HAVENS
NOTARY PUBLIC #01HA5033845
STATE OF NY, CO. OF STUEBEM
MY COMMISSION EXPIRES DEC. 26, 2025.

STATE OF NEW YORK)
)
COUNTY OF _____) ss.:

On the ___ day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **John W. Casella, President and Secretary of New England of ME, Inc., d/b/a Casella Organics**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Notary Public

Exhibits
Exhibit A – Property



STEBEN COUNTY – STATE OF NEW YORK
JUDITH M. HUNTER, COUNTY CLERK
3 EAST PULTENEY SQUARE, BATH, NEW YORK 14810

COUNTY CLERK'S RECORDING PAGE
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BOOK/PAGE: 2982 / 313

Receipt#: 20220262558
Clerk: PB
Rec Date: 09/20/2022 09:31:16 AM
Doc Grp: DEE
Descrip: MEMORANDUM
Num Pgs: 8
Rec'd Frm: SMPR TITLE AGENCY INC

Party1: LEO DICKSON & SONS INC
Party2: NEW ENGLAND WASTE SERVICES ME
INC
Town: THURSTON

Recording:

Cover Page 5.00
Recording Fee 55.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
TP584 5.00

Sub Total: 85.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 85.00

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

***** Transfer Tax *****
Transfer Tax #: 636
Transfer Tax

Total: 0.00

WARNING***

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Record and Return To:

SMPR TITLE AGENCY INC
50 CHAPEL STREET
ALBANY NY 12207

I hereby certify that the within and foregoing was recorded in the Steuben County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.

Judith M. Hunter
Judith M. Hunter
Steuben County Clerk

Attn: The West Firm LLC
575 Broadway, 2ND Floor
Albany, NY 12207
Attn: Gregory A. Mountain, Esq.

SMR 5-83484

MEMORANDUM OF STORAGE FACILITY LEASE AGREEMENT

This **MEMORANDUM OF STORAGE FACILITY LEASE AGREEMENT** (this "Memorandum"), dated as of July 21, 2022 (the "Effective Date"), is by and between **LEO DICKSON & SONS, INC.**, a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810 ("Landlord"), and **NEW ENGLAND WASTE SERVICES OF ME, INC.**, d/b/a **CASELLA ORGANICS**, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701 ("Tenant"). (Landlord and Tenant are also hereinafter referred to individually as a "Party" and collectively as the "Parties").

Landlord and Tenant hereby acknowledge the following:

1. Landlord. The name of Landlord is Leo Dickson & Sons, Inc., a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810.

2. Tenant. The name of Tenant is New England Waste Services of ME, Inc., d/b/a Casella Organics, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701.

3. Lease; Property. Landlord and Tenant have entered into that certain Storage Facility Lease Agreement, dated as of July 21, 2022 (the "Lease"). Pursuant to the Lease, Landlord leases to Tenant certain real property, and the improvements located thereon, situate in the Town of Thurston, County of Steuben, State of New York, as more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

4. Term. The initial term of the Lease commenced on the Effective Date, and expires three (3) years following the Commencement Date, as defined in the Lease (the "Initial Term").

5. Renewal Options. The Lease shall, upon expiration of the Initial Term and upon expiration of each of the first two (2) Renewal Terms, automatically renew for a successive terms of three (3) years (each, and collectively, the "Renewal Term"), unless Tenant shall serve the Landlord with prior written notice of termination of the Lease at least ninety (90) days prior to the end of the Initial or applicable Renewal Term.

6. Conflicts; Memorandum. In the event of any conflict between this Memorandum and the Lease, the provisions of the Lease shall control. This instrument is intended to be only a memorandum of the Lease, and reference to the Lease is hereby made for all of the terms, conditions and covenants thereof. This Memorandum shall not be construed to modify, change or interpret the Lease or any of the terms, covenants or conditions thereof. In all instances, reference to the Lease should be made for a full description of the rights and obligations of the Parties.

7. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. This Lease may be executed and delivered by any Party by pdf or other electronic mean, including by


any electronic signature complying with the US federal ESIGN Act of 2000, e.g., www.docusign.com, and the other Party shall be entitled to rely on such electronic version as evidence that this Lease has been duly executed and delivered by such Party for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LANDLORD:

LEO DICKSON & SONS, INC.
a New York corporation

By:  _____
Phillip M. Dickson
President

TENANT:

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____
John W. Casella
President and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

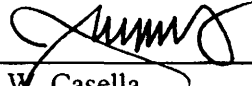
LANDLORD:

LEO DICKSON & SONS, INC.
a New York corporation

By: _____
Phillip M. Dickson
President

TENANT:

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____

John W. Casella
President and Secretary

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF Steuben)

ss.:

On the 20th day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Leo Dickson & Sons, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Valerie L. Havens

Notary Public

VALERIE L. HAVENS

NOTARY PUBLIC #01HA5033845

STATE OF NY, CO. OF STEUBEN

MY COMMISSION EXPIRES DEC. 26, 2025.

STATE OF NEW YORK)
COUNTY OF _____)

ss.:

On the ___ day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **John W. Casella, President and Secretary of New England Waste Services of ME, Inc., d/b/a Casella Organics**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Notary Public

Exhibits
Exhibit A - Property

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
COUNTY OF _____) ss.:

On the ___ day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Leo Dickson & Sons, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

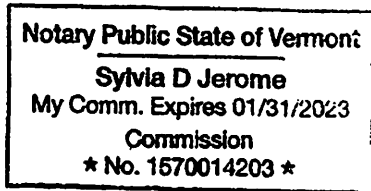
Notary Public

STATE OF VERMONT)
COUNTY OF RUTLAND) ss.:

On the 21st day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **John W. Casella, President and Secretary of New England Waste Services of ME, Inc., d/b/a Casella Organics**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Sylvia D. Jerome

Notary Public



Exhibits
Exhibit A - Property

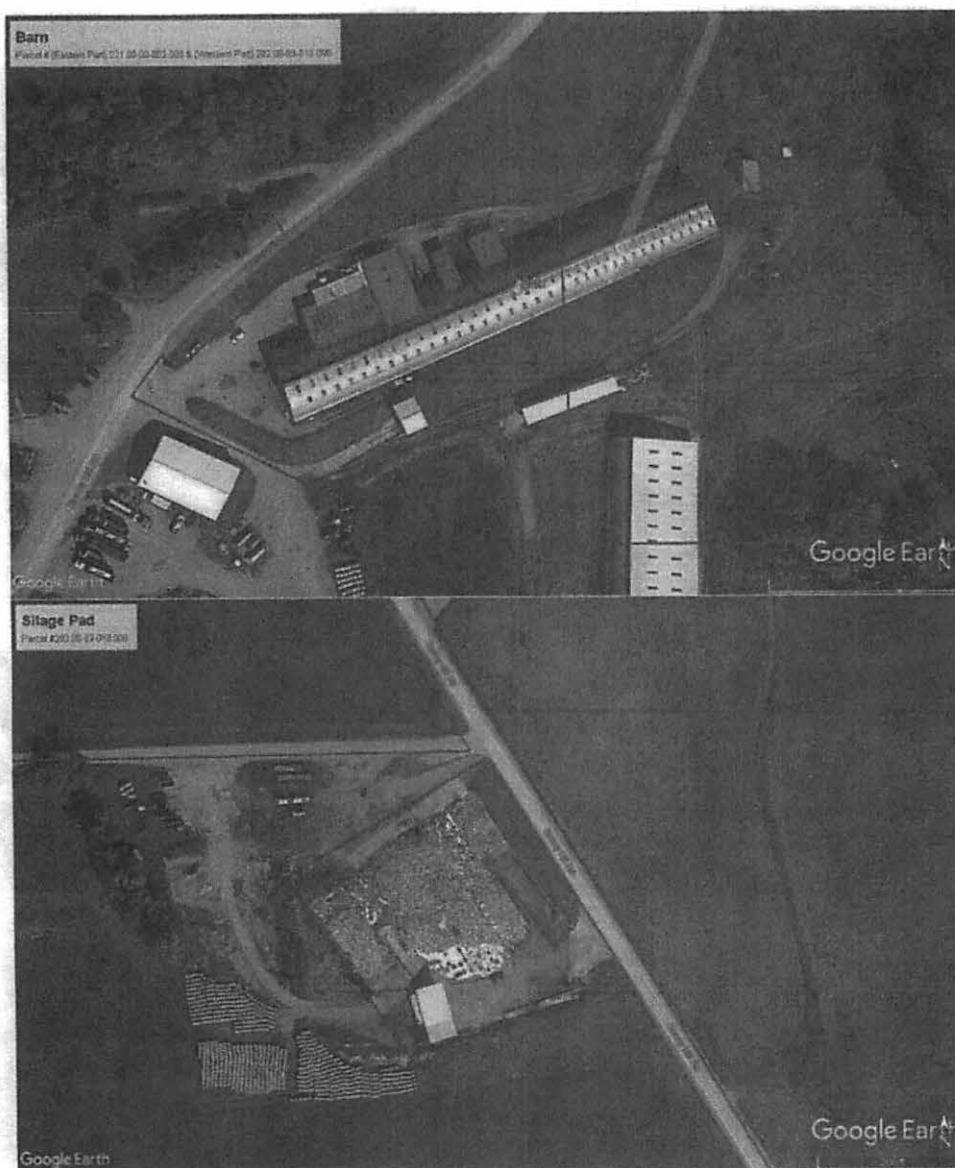
EXHIBIT A

DESCRIPTION OF PROPERTY

All of a portion of the following parcels, as more particularly set forth in the diagrams, below:

Leo Dickson & Sons Inc	5229 Bonny Hill Rd	203.00-03-010.000
Leo Dickson & Sons Inc	Bonny Hill Rd	222.00-01-019.000
Leo Dickson & Sons Inc	Bonny Hill Rd	221.00-03-003.000

Diagrams:





STEUBEN COUNTY – STATE OF NEW YORK
JUDITH M. HUNTER, COUNTY CLERK
3 EAST PULTENEY SQUARE, BATH, NEW YORK 14810

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BOOK/PAGE: 2982 / 321

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 INC
 Town: THURSTON

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Judith M. Hunter
 Judith M. Hunter
 Steuben County Clerk

R+R: The West Firm PLLC
575 Broadway, 2nd Floor
Albany, NY 12207
Attn: Gregory A. Mountain, Esq.

SMPL 9-83484

MEMORANDUM OF RIGHT OF FIRST OPTION AGREEMENT

THIS MEMORANDUM OF RIGHT OF FIRST OPTION AGREEMENT (this "Memorandum"), made as of July 21, 2022 (the "Effective Date"), is by and between **DICKSON LAND HOLDINGS, LLC**, a New York limited liability company with an address of 5226 Bonny Hill Road, Bath, New York 14810, and **LEO DICKSON & SONS, INC.**, a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810 (hereinafter collectively and individually referred to as the "Optionor"), and **NEW ENGLAND WASTE SERVICES OF ME, INC.**, d/b/a **CASELLA ORGANICS**, a Maine corporation with a principal place of business located at 25 Greens Hill Lane, Rutland, Vermont 05701 ("Optionee") (Optionor and Optionee are also referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Optionor and Optionee have entered into a certain Right of First Option Agreement, dated as of the date hereof (the "Agreement"), and have signed this Memorandum for the purpose of recording and to evidence certain conditions of the Agreement.

NOW, THEREFORE, Optionor and Optionee, intending to be legally bound hereby, set forth the following information with respect to the Agreement:


1. Optionor. The names of the Optionor are Dickson Land Holdings, LLC, a New York limited liability company with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810, and Leo Dickson & Sons, Inc., a New York corporation with a principal place of business located at 5226 Bonny Hill Road, Bath, New York 14810.
2. Optionee. The name of the Optionee is New England Waste Services of ME, Inc., d/b/a Casella Organics, a Maine corporation with a principal place of business located at 25 Greens Lane, Rutland, Vermont 05701.
3. Execution Date. The Agreement was executed on July 21, 2022.
4. Property. The Optionor is the owner of certain real property, and the improvements located thereon, situate in the Town of Thurston, County of Steuben, and State of New York, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").
5. Grant. The Agreement grants to Optionee an exclusive and irrevocable right of first option to purchase the Property, which right is exercisable within ten (10) business days of Optionee's receipt of notice from Optionor of its intention to sell the Property.
6. Term. The term of the Agreement is ten (10) years from the Execution Date.

[Signature Page to Follow]


IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

OPTIONOR:

DICKSON LAND HOLDINGS, LLC
a New York limited liability company

By: 
Phillip M. Dickson
President

LEO DICKSON & SONS, INC.
a New York corporation

By: 
Phillip M. Dickson
President

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____
John W. Casella
President and Secretary

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

OPTIONOR:

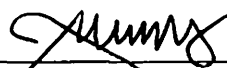
DICKSON LAND HOLDINGS, LLC
a New York limited liability company

By: _____
Phillip M. Dickson
President

LEO DICKSON & SONS, INC.
a New York corporation

By: _____
Phillip M. Dickson
President

**NEW ENGLAND WASTE SERVICES
OF ME, INC., d/b/a CASELLA
ORGANICS**
a Maine corporation

By: _____

John W. Casella
President and Secretary

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
COUNTY OF Sturden) ss.:

On the 20th day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Dickson's Environmental Services, Inc. and Leo Dickson & Sons, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Valerie L. Havens
Notary Public

VALERIE L. HAVENS
NOTARY PUBLIC #011489033845
STATE OF NY, CO. OF STURDEN
MY COMMISSION EXPIRES DEC. 26, 2025.

STATE OF NEW YORK)
)
COUNTY OF _____) ss.:

On the ___ day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **John W. Casella, President and Secretary of New England Waste Services of ME, Inc., d/b/a Casella Organics**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Notary Public

Exhibits
Exhibit A – Description of Property

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
) ss.:
COUNTY OF _____)

On the ___ day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Phillip M. Dickson, President of Dickson’s Environmental Services, Inc. and Leo Dickson & Sons, Inc.**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Notary Public

STATE OF VERMONT)
)
) ss.:
COUNTY OF RUTLAND)

On the 21st day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **John W. Casella, President and Secretary of New England Waste Services of ME, Inc., d/b/a Casella Organics**, 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 s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Sylvia D Jerome

Notary Public

Notary Public State of Vermont
Sylvia D Jerome
My Comm. Expires 01/31/2023
Commission
★ No. 1570014203 ★

Exhibits
Exhibit A – Description of Property

EXHIBIT A**DESCRIPTION OF PROPERTY**

PRMY_OWNER	PARCELADDR	Parcel #
Dickson Land Holdings LLC	Squirrel Tpke	239.00-03-013.000
Dickson Land Holdings LLC	4302 County Route 24	257.00-03-001.000
Dickson Land Holdings LLC	Smith Rd	257.00-03-016.200
Leo Dickson & Sons Inc	Witcus Rd	221.00-01-020.300
Leo Dickson & Sons Inc	Barrett Rd	221.00-01-021.110
Leo Dickson & Sons Inc	Witcus Rd	221.00-01-020.100
Leo Dickson & Sons Inc	Lewis Rd	221.00-01-011.100
Leo Dickson & Sons Inc	Clinton Rd	239.00-01-003.100
Leo Dickson & Sons Inc	Covel Rd	239.00-01-016.120
Leo Dickson & Sons Inc	Shauger Rd	221.00-01-010.000
Leo Dickson & Sons Inc	Bonny Hill Rd	204.00-01-032.000
Leo Dickson & Sons Inc	Bonny Hill Rd	204.00-01-031.000
Leo Dickson & Sons Inc	Bonny Hill Rd	203.00-03-022.000
Leo Dickson & Sons Inc	Bonny Hill Rd	203.00-03-015.000
Leo Dickson & Sons Inc	Bonny Hill Rd	204.00-01-034.000
Leo Dickson & Sons Inc	5229 Bonny Hill Rd	203.00-03-010.000
Leo Dickson & Sons Inc	Bonny Hill Rd	204.00-01-035.000
Leo Dickson & Sons Inc	Bonny Hill Rd	222.00-01-019.000
Leo Dickson & Sons Inc	Bonny Hill Rd	221.00-03-003.000
Leo Dickson & Sons Inc	Bonny Hill Rd	203.00-03-007.110
Leo Dickson & Sons Inc	4831 County Route 25	239.00-01-005.100
Leo Dickson & Sons Inc	Bonny Rd	203.00-01-003.000
Leo Dickson & Sons Inc	Harrison Rd	203.00-03-005.000
Dickson Land Holdings LLC	Yost Rd	239.00-03-012.200
Leo Dickson & Sons Inc	Harrison Rd	203.00-03-001.000
Leo Dickson & Sons Inc	Windfall Rd	203.00-02-017.200
Leo Dickson & Sons Inc	5627 Windfall Rd	203.00-02-018.000
Leo Dickson & Sons Inc	Nash Rd	188.00-01-007.114
Leo Dickson & Sons Inc	Windfall Rd	188.00-01-007.111
Leo Dickson & Sons Inc	6096 Bonny Hill Rd	188.00-01-019.000
Leo Dickson & Sons Inc	Bonny Hill Rd	188.00-01-024.200
Leo Dickson & Sons Inc	Wilbur Rd	203.00-02-012.000
Leo Dickson & Sons Inc	Harrison Rd	204.00-03-029.121
Leo Dickson & Sons Inc.	6294 Harrison Rd	203.00-03-013.000