

**DECLARATION OF COVENANTS, RESTRICTIONS  
AND ENVIRONMENTAL EASEMENT**

This Declaration of Covenants, Restrictions and Environmental Easement is made this 12<sup>th</sup> day of July, 2012, by and between The Town of Ramapo, a municipal corporation organized and existing under the laws of the State of NY, having its principal office at 237 Route 59, Suffern, New York 10901 ("Grantor"), and the People of the State of New York acting through their Commissioner of the New York State Department of Environmental Conservation with its Central Office, located at 625 Broadway, Albany, New York 12233 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the Town of Ramapo, County of Rockland, State of New York, which is the location of the Ramapo Landfill Superfund Site ("Ramapo Landfill Site"), a former sanitary landfill facility which accepted municipal waste for disposal, located on a tract of land containing more or less 86.068 acres, more particularly described on Exhibit A and depicted on Exhibit C, both attached hereto and made a part hereof, together with any buildings and improvements thereon and appurtenances thereto which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on September 1, 1983; and

WHEREAS, the Site includes a tract of land containing more or less 54.813 acres, more particularly described on Exhibit B and depicted on Exhibit C, both attached hereto and made a part hereof, on which the Town of Ramapo constructed a landfill cover as part of the CERCLA remedial action selected for the Ramapo Landfill Site (the "Inactive Capped Landfill"); and

WHEREAS, in a Record of Decision dated March 31, 1992 ("ROD") as modified by an Explanation of Significant Difference dated November 25, 1997 ("ESD"), EPA selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, a remedial action for the Site pursuant to CERCLA, which provided for, among other things, the construction of a landfill cover with an impermeable barrier on the top (flat) portion as well as the side slopes of the landfill, covering approximately 54.813 acres, and also provided for institutional controls to prevent the installation of drinking water wells at the Ramapo Landfill Site, and to restrict activities which could affect the integrity of the landfill cover; and

WHEREAS, the construction activities associated with the remedial action have been completed at the Ramapo Landfill Site and long term monitoring activities are ongoing; and

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the NYS Environmental Conservation Law, covenant with respect to the restrictions on the use of the Landfill Site including the Inactive Capped Landfill, and provide a right of access to the Ramapo Landfill Site

in favor of Grantee and EPA, all of which shall run with the land, for purposes of implementing, facilitating and monitoring the CERCLA response action in order to protect human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Ramapo Landfill Site.

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the Ramapo Landfill Site shall be subject to this Declaration of Covenants, Restrictions and Environmental Easement, and Grantor does further give, grant and convey to the Grantee the perpetual right to enforce said restrictions, covenants, right of access and Declaration of Covenants, Restrictions and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Ramapo Landfill Site.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and to impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions on Use; Maintenance of Engineering Controls; and Periodic Certifications of Compliance:
  - a) Institutional Controls. The following restrictions apply to the use of the Ramapo Landfill Site, as provided below, run with the land and are binding on the Grantor and its successors in title and assigns:
    - i. Activities that could affect the integrity of the landfill cover, including without limitation, excavation, digging, and construction activities, are prohibited on any portion of the Inactive Capped Landfill, unless Grantee and EPA have given their prior written consent to any such intrusive activity.
    - ii. Groundwater wells for drinking water shall not be installed or used on any portion of the Ramapo Landfill Site.
    - iii. The Ramapo Landfill Site shall not be used for "Residential use" and "Restricted-Residential use" as defined by New York State Department of Environmental Conservation (NYSDEC) Regulations - 6 NYCRR Part 375 - 1.8 (g) (2) (i) and (ii). Allowable Uses include "Commercial Use" and "Industrial use" as defined in NYSDEC Regulations - 6 NYCRR Part 375 - 1.8 (g) (2) (iii) and (iv).
  - b) Engineering Controls. Grantor, for itself and its successors and assigns, covenants and agrees to keep in good repair and maintain the following engineering controls ("Engineering Controls"):
    - i. Leachate Collection System;
    - ii. Landfill Cover and Gas Venting;

- iii. Fencing bordering the Inactive Capped Landfill;
  - iv. Groundwater Containment System (including extraction wells); and
  - v. Monitoring Well Network.
- c) **Periodic Certification.** Grantor, for itself and its successors and assigns, covenants and agrees that it shall, upon request by Grantee or EPA, certify to Grantee and to EPA that it is in compliance with the current Site Management Plan for the Ramapo Landfill Site (a copy of which is available from Grantee at the address provided in Section 15, below and electronically at the Grantee's website currently <http://www.dec.ny.gov/chemical/36045.html>); that the Institutional Controls for the Ramapo Landfill Site are in place and have not been violated since the date of the previous certification; that it is in compliance with its covenant to keep in good repair and maintain the Engineering Controls.
4. **Modification or termination of restrictions and covenants:** The restrictions, covenants and agreements specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA and NYSDEC for the Ramapo Landfill Site. If requested by the Grantor, such writing will be executed by Grantee in recordable form. Any request by Grantor for a modification or termination of this instrument shall be made, not less than 30-days in advance of any modification or termination, in writing by Grantor to NYSDEC and to EPA in accordance with paragraph 15 of this instrument.
5. **Right of access:** Grantors hereby convey to Grantee and to EPA a right of access to the Ramapo Landfill Site at all reasonable times for the following purposes, which right of access shall run with the land and be binding on Grantor, its successors and /or assigns, and on any tenants or any other parties having an interest and/or rights to any portion of the Ramapo Landfill Site:
- a) Implementing the response actions selected in the ROD as modified by the ESD.
  - b) Verifying any data or information relating to the Ramapo Landfill Site;
  - c) Verifying that no action is being taken at the Ramapo Landfill Site in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - d) Conducting investigations under CERCLA relating to contamination on or near the Ramapo Landfill Site, including, without limitation, sampling of air, water, sediments, soils; and
  - e) Implementing additional or new response actions under CERCLA.
6. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Ramapo Landfill Site which are not incompatible with the restrictions, rights, covenants and easements granted herein.
7. **Federal authority:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

8. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.
9. No public access and use: No right of access or use by the general public to any portion of the Ramapo Landfill Site is conveyed by this instrument.
10. Public notice: Grantor, on behalf of itself, its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Ramapo Landfill Site, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE ROCKLAND COUNTY CLERK'S OFFICE ON \_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument including any impairment to the remedial action that increases the cost of the selected response action for the Ramapo Landfill Site as a result of such breach or violation.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.
14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the real property at the Ramapo Landfill Site, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the Ramapo Landfill Site is free and clear of encumbrances.
15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:



To Grantor:

Supervisor, Town of Ramapo  
237 Route 59  
Suffern, NY 10901

Town Attorney  
Town of Ramapo  
237 Route 59  
Suffern, NY 10901

To Grantee:

Office of General Counsel  
NYS Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

NYS Department of Environmental Conservation  
Division of Environmental Remediation  
Bureau of Site Control  
625 Broadway  
Albany, New York 12233

A copy of each such communication shall also be sent to EPA in the same manner as to Grantor or Grantee, and addressed to the following two addressees:

U.S. Environmental Protection Agency  
Emergency & Remedial Response Division  
New York Remediation Branch  
Attention: Ramapo Landfill Superfund Site Remedial Project Manager  
290 Broadway, 20<sup>th</sup> Floor,  
New York, New York 10007-1866

U.S. Environmental Protection Agency  
Office of Regional Counsel  
Attention: Ramapo Landfill Superfund Site Attorney  
290 Broadway, 17<sup>th</sup> Floor,  
New York, New York 10007-1866

16. General provisions:

- a) Controlling law: The interpretation and performance of this instrument shall, with respect to the Declaration of Covenants, Restrictions and Environmental Easement, be governed by the laws of the State of New York, and with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.
- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the

application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

e) 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.

f) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the real property at the Ramapo Landfill Site. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of NYSDEC or through any successor department or agency of the State of New York.

g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

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

Executed this 28<sup>th</sup> day of June, 2012.

GRANTOR  
TOWN OF RAMAPO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Supervisor

**Grantor's Acknowledgment**

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

On the 28<sup>th</sup> day of June, in the year 2012, before me, the undersigned, personally appeared Christopher P. St. Laurent, 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 as Supervisor of the Town of Ramapo, and that by his/her signature on the instrument, the Grantor, upon behalf of which the individual acted, executed the instrument.

Judy L. Canetti  
Notary Public - State of New York

JUDY L. CANETTI  
Notary Public, State of New York  
No. 01CA6162715  
Qualified in Rockland County  
Commission Expires 3/19/2015

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

By: 

Robert W. Schick, Director  
Division of Environmental Remediation

Date: July 12, 2012

### Grantee's Acknowledgment

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF            )

On the 12 day of July, in the year 2012, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the People of the State of New York, upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

David J. Chiusano  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2014





# **SPARACO ENGINEERING & LAND SURVEYING, P.C.**

CIVIL ENGINEERING \* LAND SURVEYING \* SITE PLANNING

P.O. Box 818, Harriman, NY 10926

(845) 782-8543 Fax (845) 362-1987 sparaco.steve@selsny.com

May 7, 2012

Job # 2230

## **DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT AREA**

### **TOWN OF RAMAPO PROPERTY DESCRIPTION "RAMAPO LANDFILL SITE"**

**TAX LOT 39.19-1-3 DEED REF. BOOK 6 PAGE 132**

### **TOWN OF RAMAPO \* ROCKLAND COUNTY \* NEW YORK**

BEING LOT No. 1 AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT-  
TRANSFER STATION AND WEIGH STATION SUBDIVISION" WHICH MAP WAS FILED  
IN THE ROCKLAND COUNTY CLERK'S OFFICE ON AUGUST 31, 1998 AS MAP 7194 IN  
BK. 119 ON PG. 26. SAID LOT IS ALSO KNOWN AS TAX LOT 3 IN BLOCK 1 ON  
SECTION 39.19 OF THE TOWN OF RAMAPO TAX MAPS.

BEGINNING AT A POINT (P.O.B.) MARKED BY AN IRON PIPE, ALONG THE  
EASTERLY RIGHT OF WAY OF TORNE VALLEY RD. (VARIES IN WIDTH). SAID  
POINT MARKS THE INTERSECTION OF THE SOUTHWEST CORNER OF THE HEREIN  
DESCRIBED PARCEL AND THE NORTHWEST CORNER OF LANDS NOW OR  
FORMERLY OF M-LAND CORP. (TAX LOT 47.07-1-3) AND RUNNING THENCE,

1. N 17d03m56s E 237.06' ALONG THE EASTERLY RIGHT OF WAY OF  
TORNE VALLEY ROAD TO A POINT; THENCE,
2. N 02d15m54s E 83.13' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
3. S 80d04m46s E 149.12' ALONG THE COMMON BOUNDARY LINE OF  
THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY  
OF ROCKLAND COUNTY SEWER DISTRICT No. 1 TO A POINT;  
THENCE,
4. N 09d46m40s E 168.95' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
5. N 77d12m37s W 53.82' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
6. N 81d10m05s W 64.26' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
7. N 57d16m19s W 22.03' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,

8. N 28d15m50s W 27.52' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
9. N 79d37m44s W 20.36' CONTINUING ALONG THE SAME TO A POINT  
ALONG THE EASTERLY RIGHT OF WAY OF TORNE VALLEY ROAD;  
THENCE,
10. N 02d15m54s E 448.40' CONTINUING ALONG THE EASTERLY RIGHT  
OF WAY OF TORNE VALLEY ROAD TO A POINT; THENCE,
11. N 07d44m05s W 323.46' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
12. N 04d57m55s E 524.69' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
13. N 21d42m12s E 370.88' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
14. N 28d13m55s E 34.63' CONTINUING ALONG THE SAME TO A POINT  
MARKED BY A P.K. NAIL AT THE SOUTHWEST CORNER OF LANDS  
NOW OR FORMERLY OF ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY LOT 2 (WEIGH STATION LOT-TAX LOT  
39.19-1-4) AS SHOWN ON THE AFOREMENTIONED FILED MAP;  
THENCE,
15. N 88d41m40s E 61.25' ALONG THE COMMON BOUNDARY LINE OF  
THE HEREIN DESCRIBED PARCEL AND LOT 2 ON THE  
AFOREMENTIONED FILED MAP TO A POINT; THENCE,
16. S 85d42m30s E 64.20' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
17. N 19d32m00s E 24.02' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
18. N 09d07m30s E 58.33' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
19. N 04d27m15s E 49.95' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
20. N 01d34m00s E 109.77' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
21. N 08d49m00s W 23.14' CONTINUING ALONG THE SAME TO A POINT  
MARKED BY A P.K. NAIL ALONG THE EASTERLY RIGHT OF WAY OF  
TORNE VALLEY ROAD; THENCE,
22. N 43d13m55s E 977.21' ALONG THE EASTERLY RIGHT OF WAY OF  
TORNE VALLEY ROAD TO A POINT; THENCE,
23. N 84d57m55s E 320.00' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
24. N 63d44m54s E 184.54' CONTINUING ALONG THE SAME TO A POINT  
WHICH MARKS THE INTERSECTION OF THE NORTHEAST CORNER  
OF THE HEREIN DESCRIBED PARCEL WITH THE NORTHWEST  
CORNER OF LANDS NOW OR FORMERLY OF ROCKLAND COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY LOT 3 (TRANSFER  
STATION LOT-TAX LOT 39.19-1-5) ON THE AFOREMENTIONED FILED  
MAP; THENCE,
25. S 53d24m00s E 26.80' ALONG THE COMMON BOUNDARY LINE OF THE  
HEREIN DESCRIBED PARCEL AND LOT 3 ON THE  
AFOREMENTIONED FILED MAP TO A POINT; THENCE,
26. S 43d40m00s E 39.58' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,

27. S 39d52m00s E 65.74' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
28. S 42d10m00s E 133.70' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
29. S 39d01m00s E 77.76' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
30. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A  
RADIUS OF 375' AN ARC DISTANCE OF 239.98' CONTINUING ALONG  
THE SAME TO A POINT OF TANGENCY; THENCE,
31. S 02d21m00s E 53.82' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
32. SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A  
RADIUS OF 425' AN ARC DISTANCE OF 168.50' CONTINUING ALONG  
THE SAME TO A POINT OF TANGENCY; THENCE,
33. S 20d22m00s W 69.05' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
34. S 21d32m00s W 42.08' CONTINUING ALONG THE SAME TO A POINT;  
THENCE,
35. S 36d31m30s E 494.86' CONTINUING ALONG THE SAME TO A POINT  
ALONG THE COMMON BOUNDARY LINE OF THE HEREIN  
DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF STONE  
INDUSTRIES TAX LOT 39.20-1-2; THENCE,
36. S 47d15m18s W 1,245.93' ALONG THE COMMON BOUNDARY LINE OF  
HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF  
STONE INDUSTRIES INC., TO A POINT MARKED BY AN IRON PIPE;  
THENCE,
37. S 03d00m45s W 800.00' CONTINUING ALONG THE SAME TO A POINT  
MARKED BY AN IRON PIPE; THENCE,
38. S 69d49m58s W 1,215.00' CONTINUING ALONG THE SAME AND  
LANDS NOW OR FORMERLY OF M LAND CORP. TAX LOT 47.07-1-3  
TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 86.068 ACRES OF LAND MORE OR LESS.

**EXHIBIT B**  
**To**  
**Declaration of Covenants, Restrictions and Environmental Easement**  
**Inactive Capped Landfill Description**  
**Where Development or Use has been Restricted**  
**Ramapo Landfill Superfund Site**





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May 7, 2012

Job # 2230

## TOWN OF RAMAPO

### PROPERTY DESCRIPTION "INACTIVE CAPPED LANDFILL" A PORTION OF TAX LOT 39.19-1-3

#### TOWN OF RAMAPO \* ROCKLAND COUNTY \* NEW YORK

BEING A PORTION OF LOT 1 AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT-TRANSFER STATION AND WEIGH STATION SUBDIVISION" WHICH MAP WAS FILED IN THE ROCKLAND COUNTY CLERK'S OFFICE ON AUGUST 31, 1998 AS MAP 7194 IN BK. 119 ON PG. 26.

BEGINNING AT A POINT (P.O.B.) ALONG THE EASTERLY RIGHT OF WAY OF TORNE VALLEY ROAD (VARIES IN WIDTH) SAID POINT IS LOCATED N 17d03m56s E 237.06' AND N 02d15m54s E 702.05' FROM THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF THE TOWN OF RAMAPO (TAX LOT 39.19-1-3) AND RUNNING THENCE;

1. N 02d15m54s E 32.05' CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF TORNE VALLEY ROAD TO A POINT; THENCE,
2. N 07d44m05s W 323.46' CONTINUING ALONG THE SAME TO A POINT; THENCE,
3. N 04d57m55s E 524.69' CONTINUING ALONG THE SAME TO A POINT; THENCE,
4. N 21d42m12s E 370.88' CONTINUING ALONG THE SAME TO A POINT; THENCE,
5. N 28d13m55s E 34.63' CONTINUING ALONG THE SAME TO A POINT MARKED BY A P.K. NAIL AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY LOT 2 (WEIGH STATION LOT-TAX LOT 39.19-1-4) AS SHOWN ON THE AFOREMENTIONED FILED MAP; THENCE,
6. N 88d41m40s E 61.25' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LOT 2 ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE,
7. S 85d42m30s E 64.20' CONTINUING ALONG THE SAME TO A POINT; THENCE,
8. N 19d32m00s E 24.02' CONTINUING ALONG THE SAME TO A POINT; THENCE,
9. N 09d07m30s E 58.33' CONTINUING ALONG THE SAME TO A POINT; THENCE,
10. N 04d27m15s E 49.95' CONTINUING ALONG THE SAME TO A POINT; THENCE,
11. N 01d34m00s E 109.77' CONTINUING ALONG THE SAME TO A POINT; THENCE,

12. N 08d49m00s W 23.14' CONTINUING ALONG THE SAME TO A POINT MARKED BY A P.K. NAIL ALONG THE EASTERLY RIGHT OF WAY OF TORNE VALLEY ROAD; THENCE,
13. N 43d13m55s E 977.21' ALONG THE EASTERLY RIGHT OF WAY OF TORNE VALLEY ROAD TO A POINT; THENCE,
14. N 84d57m55s E 320.00' CONTINUING ALONG THE SAME TO A POINT; THENCE,
15. N 63d44m54s E 184.54' CONTINUING ALONG THE SAME TO A POINT WHICH MARKS THE INTERSECTION OF THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL WITH THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY LOT 3 (TRANSFER STATION LOT-TAX LOT 39.19-1-5) ON THE AFOREMENTIONED FILED MAP; THENCE,
16. S 53d24m00s E 26.80' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LOT 3 ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE,
17. S 43d40m00s E 39.58' CONTINUING ALONG THE SAME TO A POINT; THENCE,
18. S 39d52m00s E 65.74' CONTINUING ALONG THE SAME TO A POINT; THENCE,
19. S 42d10m00s E 133.70' CONTINUING ALONG THE SAME TO A POINT; THENCE,
20. S 39d01m00s E 77.76' CONTINUING ALONG THE SAME TO A POINT; THENCE,
21. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375' AN ARC DISTANCE OF 239.98' CONTINUING ALONG THE SAME TO A POINT OF TANGENCY; THENCE,
22. S 02d21m00s E 53.82' CONTINUING ALONG THE SAME TO A POINT; THENCE,
23. SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425' AN ARC DISTANCE OF 168.50' CONTINUING ALONG THE SAME TO A POINT OF TANGENCY; THENCE,
24. S 20d22m00s W 69.05' CONTINUING ALONG THE SAME TO A POINT; THENCE,
25. S 21d32m00s W 42.08' CONTINUING ALONG THE SAME TO A POINT; THENCE,
26. S 36d31m30s E 303.82' CONTINUING ALONG THE SAME TO A POINT; THENCE,
27. S 53d05m37s W 12.39' THROUGH LOT 1 (TAX LOT 39.19-1-3) ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE,
28. S 22d54m55s E 37.32' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
29. S 17d35m21s E 27.16' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
30. S 16d02m07s E 32.47' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
31. S 11d38m20s E 9.95' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
32. S 04d22m43s E 67.52' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
33. S 45d13m42s W 323.07' CONTINUING THROUGH THE SAME TO A POINT; THENCE,
34. S 31d02m54s W 106.04' CONTINUING THROUGH THE SAME TO A POINT ON THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF STONE INDUSTRIES INC. (TAX LOT 39.20-1-2); THENCE,
35. S 47d15m18s W 43.03' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF STONE INDUSTRIES INC. TO A POINT; THENCE,
36. N 57d45m10s W 74.88' THROUGH LOT 1 ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE,

37. N 63d32m00s W 258.60' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
38. N 85d06m00s W 85.10' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
39. S 13d54m54s W 16.28' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
40. S 66d10m28s W 29.44' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
41. N 81d52m47s W 28.37' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
42. N 43d59m16s W 29.07' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
43. N 78d10m47s W 78.82' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
44. N 72d47m10s W 104.67' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
45. S 85d28m45s W 205.37' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
46. S 47d38m15s W 67.33' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
47. S 07d09m00s W 185.40' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
48. S 08d28m48s W 200.00' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
49. S 09d23m00s W 133.14' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
50. S 12d54m09s W 70.17' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
51. S 17d09m23s W 139.27' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
52. S 12d17m39s W 139.77' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
53. S 18d09m00s W 60.60' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
54. S 30d19m44s W 37.39' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
55. S 68d19m00s W 30.48' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
56. N 80d53m23s W 30.16' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
57. N 73d32m10s W 327.78' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
58. S 65d55m36s W 29.74' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
59. S 20d59m45s W 58.65' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
60. N 81d03m00s W 63.30' CONTINUING THROUGH THE SAME TO A POINT;  
THENCE,
61. N 87d44m00s W 27.83' CONTINUING THROUGH THE SAME TO THE POINT OR  
PLACE OF BEGINNING.

CONTAINING 54.813 ACRES OF LAND MORE OR LESS.



**EXHIBIT C**  
**To**  
**Declaration of Covenants, Restrictions and Environmental Easement**

(See attached survey (Sparaco Engineering & Land Surveying, PC, August 25, 2011, revision date May 16, 2012) of Ramapo Landfill Site and Inactive Capped Landfill depicting Institutional Controls and Engineering Controls)