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

This Declaration of Covenants, Restrictions and Environmental Easement is made this 25th day of September, 2012, by and between The Rockland County Solid Waste Management Authority, a municipal corporation organized and existing under the laws of the State of NY, having its principal office at 420 Torne Valley Road, Hillburn, NY 10931 ("Grantor"), and the People of the State of New York (the "Grantee"), 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 two tracts of land, the Weigh Station Lot , Tax Map No. 39.19-1-4 containing respectively 0.44 acres, more or less and the Transfer Station Lot, Tax Map No. 39.19-1-5 containing 8.735 acres, more or less both lots being described in Deed Instrument No. 1998-60056, located in the Town of Ramapo, County of Rockland, State of New York, more particularly described on Exhibit A and shown on Exhibit B, both of which exhibits are attached hereto and made a part hereof, together with any buildings and improvements thereon and appurtenances thereto (the "SWMA Property"); and

WHEREAS, the SWMA Property is situated within the Ramapo Landfill Superfund site (the "Ramapo Landfill Site"), a former sanitary landfill facility which accepted municipal waste for disposal, 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, 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 Ramapo Landfill Site, pursuant to CERCLA, which remedial action provided for, among other things, the construction of a landfill cover at a portion of the Ramapo Landfill Site not including the SWMA Property, and which remedial action also provided for institutional controls to prevent the installation of drinking water wells at the entire portion of the Ramapo Landfill Site, including the SWMA Property; 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 SWMA Property, and provide a right of access to the SWMA Property 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 SWMA Property.

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 SWMA Property 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 Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the SWMA Property.
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: The following restrictions apply to the use of the SWMA Property, as provided below, run with the land and are binding on the Grantor and its successors in title and assigns: Groundwater wells for drinking water shall not be installed or used on any portion of the SWMA Property.
4. Modification or termination of restrictions and covenants: The restrictions 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: Grantor hereby conveys to Grantee and to EPA a right of access to the SWMA Property 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 SWMA Property: to verify that no action is being taken at the SWMA Property in violation of the applicable terms of this instrument.
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 SWMA Property 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 SWMA Property 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 SWMA Property, 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 SWMA Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the SWMA Property 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:
The Rockland County Solid Waste

To Grantee:
Office of General Counsel

Management Authority
420 Torne Valley Road
Hillburn, NY 10931
Attention: Executive Director

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

Kimberlea Shaw Rea, Esq.
General Counsel
The Rockland County Solid Waste
Management Authority
420 Torne Valley Road
Hillburn, NY 10931

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, 20th Floor,
New York, New York 10007-1866

U.S. Environmental Protection Agency
Office of Regional Counsel
Attention: Ramapo Landfill Superfund Site Attorney
290 Broadway, 17th 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 SWMA Property. 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 20th day of September, 2012.

GRANTOR

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

By: *Anna Popolo*

Title: *Executive Director*

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.

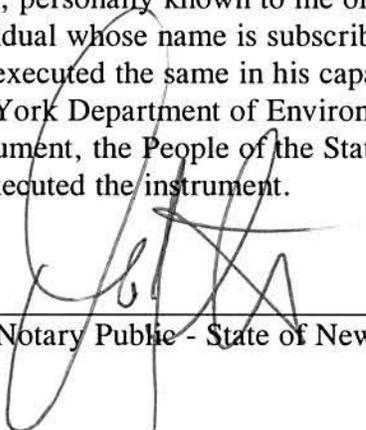
By: 
Robert W. Schick, Director
Division of Environmental Remediation

Date: SEP 25 2012

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 25th day of September, 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

EXHIBIT A
To
Declaration of Covenants, Restrictions and Environmental Easement
Description of Property Subject to this Instrument

May 7, 2012
Job # 2230

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
PROPERTY DESCRIPTION
"WEIGH STATION LOT"
TAX LOT 39.19-1-4 DEED REF. INST.#1998-60056

TOWN OF RAMAPO * ROCKLAND COUNTY * NEW YORK

BEING LOT No. 2 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 ALSO KNOWN AS TAX LOT 4 IN BLOCK 1 ON SECTION 39.19 OF THE TOWN OF RAMAPO TAX MAPS.

BEGINNING AS A POINT (P.O.B.) MARKED BY A P.K. NAIL IN THE EASTERLY LINE OF TORNE VALLEY ROAD. SAID POINT BEING FURTHER DESCRIBED BY THE FOLLOWING THREE COURSES AND DISTANCES FROM THE ORIGINAL SOUTHERLY CORNER OF LANDS NOW OR FORMERLY OF ORANGE AND ROCKLAND UTILITIES, INC. "SUB-STATION SITE" (TAX LOT 39.15-1-1);

- A. S 49d09m35s E 90.00' TO A POINT IN THE SOUTHEASTERLY LINE OF TORNE VALLEY ROAD; THENCE,
 - B. S 84d57m55s W 320.00' CONTINUING ALONG THE EASTERLY LINE OF TORNE VALLEY ROAD TO A POINT; THENCE,
 - C. S 43d13m55s W 977.21' CONTINUING ALONG THE EASTERLY LINE OF TORNE VALLEY ROAD TO THE POINT OR PLACE OF BEGINNING AND RUNNING THENCE;
1. S 08d49m00s E 23.14' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF THE TOWN OF RAMAPO LOT 1 (INACTIVE CAPPED LANDFILL SITE TAX LOT 39.19-1-3) AS SHOWN ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE.
 2. S 01d34m00s W 109.77' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 3. S 04d27m15s W 49.95' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 4. S 09d07m30s W 58.33' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 5. S 19d32m00s W 24.02' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 6. N 85d42m30s W 64.20' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 7. S 88d41m40s W 61.25' CONTINUING ALONG THE SAME TO A POINT MARKED BY A P.K. NAIL IN THE EASTERLY LINE OF TORNE VALLEY ROAD; THENCE,
 8. N 28d13m55s E 275.37' ALONG THE EASTERLY LINE OF TORNE VALLEY ROAD TO A POINT; THENCE,
 9. N 43d13m55s E 22.79' CONTINUING ALONG THE SAME TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 0.440 ACRES OF LAND MORE OR LESS.

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY.

PROPERTY DESCRIPTION

"TRANSFER STATION"

TAX LOT 39.19-1-5 DEED REF. INST. #1998-60056

TOWN OF RAMAPO * ROCKLAND COUNTY * NEW YORK

BEING LOT No. 3 AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT-TRANSFER STATION AND WEIGH STATION" 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 ALSO KNOWN AS TAX LOT 5 IN BLOCK 1 ON SECTION 39.19 OF THE TOWN OF RAMAPO TAX MAPS.

BEGINNING AT A POINT (P.O.B.) IN THE SOUTHEASTERLY LINE OF TORNE VALLEY ROAD. SAID POINT BEING FURTHER DESCRIBED BY THE FOLLOWING TWO COURSES AND DISTANCES FROM THE ORIGINAL SOUTHERLY CORNER OF THE ORANGE AND ROCKLAND UTILITIES, INC. "SUB-STATION SITE" TAX LOT 39.15-1-1;

- A. S 49d09m35s E 90.00' CROSSING TORNE VALLEY ROAD TO A POINT; THENCE,
 - B. N 63d44m54s E 184.54' ALONG THE SOUTHEASTERLY LINE OF TORNE VALLEY ROAD TO THE POINT OR PLACE OF BEGINNING AND RUNNING THENCE;
1. N 63d44m54s E 24.51' ALONG THE EASTERLY LINE OF TORNE VALLEY ROAD TO A POINT; THENCE,
 2. N 50d52m43s E 231.14' CONTINUING ALONG THE SAME TO A POINT MARKED BY AN IRON PIPE AT THE SOUTHEASTERLY LINE OF LANDS NOW OR FORMERLY OF ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY (TAX LOT 39.20-1-1); THENCE,
 3. S 30d05m52s E 1,256.47' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY TO A POINT MARKED BY AN IRON PIPE IN THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF STONE INDUSTRIES, INC. (TAX LOT 39.20-1-2); THENCE,
 4. S 47d15m18s W 391.26' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF STONE INDUSTRIES, INC. TO A POINT; THENCE,
 5. N 36d31m30s W 494.86' ALONG THE COMMON BOUNDARY LINE OF THE HEREIN DESCRIBED PARCEL AND LANDS NOW OR FORMERLY OF THE TOWN OF RAMAPO LOT 1 (INACTIVE CAPPED LANDFILL SITE TAX LOT 39.19-1-3) ON THE AFOREMENTIONED FILED MAP TO A POINT; THENCE,
 6. N 21d32m00s E 42.08' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 7. N 20d22m00s E 69.05' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 8. NORTHERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 425.00' AN ARC DISTANCE OF 168.50' CONTINUING ALONG THE SAME TO A POINT OF TANGENCY; THENCE,
 9. N 02d21m00s W 53.82' CONTINUING ALONG THE SAME TO A POINT OF CURVATURE; THENCE,
 10. NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00' AND ARC DISTANCE OF 239.98' CONTINUING ALONG THE SAME TO A POINT OF TANGENCY; THENCE,
 11. N 39d01m00s W 77.76' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 12. N 42d10m00s W 133.70' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 13. N 39d52m00s W 65.74' CONTINUING ALONG THE SAME TO A POINT; THENCE,
 14. N 43d40m00s W 39.58' CONTINUING ALONG THE SAME TO A POINT; THENCE,

County: Rockland

Site No: 344004

Order No:

15. N 53d24m00s W 26.80' CONTINUING ALOGN THE SAME TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 8.735 ACRES OF LAND MORE OR LESS.

County: Rockland

Site No: 344004

Order No:

EXHIBIT B
To
Declaration of Covenants, Restrictions and Environmental Easement
Survey of Property
Where Use has been Restricted

(See attached survey (Sparaco Engineering & Land Surveying, PC, August 25, 2011, Revised May 16, 2012) of Ramapo Landfill Site and SWMA Property showing Institutional Control)

