

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

This Declaration of Covenants, Restrictions and Environmental Easement (DCR & EE) is made this 9th day of AUGUST, 2013, by and between Ludlow Sand and Gravel Co., Inc., a New York corporation, having an address of P.O. Box 452, Sauquoit, New York, 13456 and Ludlow's Sanitary Landfill, Inc., a New York Corporation, having an address of P.O. Box 452, Sauquoit, New York (collectively "the Grantors"); 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, Grantors are the owners of a parcel of land located on Holman City Road, Town of Paris, County of Oneida, State of New York, known and designated on the tax map of the County Clerk of Oneida as tax map parcel numbers: Section: 378.000 Block: 1 Lot 11; Section: 377.000 Block: 2 Lot(s) 31.2, 32 & 34 and more particularly described on Exhibit A and on a survey map dated September 2012, prepared by Susan M. Anacker, Professional Land Surveyor attached as Exhibit B hereto and made a part hereof together with any buildings and improvements thereon and appurtenances thereto (the "DCR & EE Area"); and

WHEREAS, the DCR & EE Area is part of the Ludlow Sand & Gravel Superfund Site ("Site"), 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 8, 1983; and

WHEREAS, in a Record of Decision dated March 31, 2003, ("ROD"), the New York State Department of Environmental Conservation ("NYSDEC") selected, and the Regional Administrator of EPA Region II, concurred with response actions for the Site ("CERCLA response actions"), which provided, in part for the following actions with respect to Site Operable Unit No. 2, the "North Gravel Pit," : (i) solidification of soils containing in excess of ten parts per million of polychlorinated biphenyls ("PCBs");(ii) backfilling the North Gravel Pit to its original elevation; (iii) limiting the site access (iv) prohibiting groundwater usage (v) prohibiting activities that would disturb the cover on the North Gravel Pit, and (vi) prohibiting the use of the Site for residential purposes;

WHEREAS, the solidification of the PCB contaminated soils and the backfilling of the North Gravel Pit have been completed; and

WHEREAS, the parties hereto have agreed that Grantors shall grant to the Grantee a permanent DCR & EE, covenant with respect to restrictions on the use of the DCR & EE Area, and provide

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a right of access to the DCR & EE Area in favor of Grantee and EPA, all of which shall run with the land, for purposes of implementing, facilitating and monitoring the Operation and Maintenance of the response action to be conducted by the State of New York ("O&M"); and to impose on the DCR & EE Area, which is a portion of the Site, use restrictions that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantors wish to cooperate fully with the Grantee in the implementation of all response actions at the Site as specified in the 2007 Consent Decree and the 2007 Annual OM&M Report;

NOW, THEREFORE:

1. Grant: Grantors, on behalf of themselves, their successors and assigns, in consideration of the mutual promises contained herein and the terms and conditions of the Consent Decrees in the case of United States of America v. Ludlow Sand & Gravel Co., Inc. et al. Consent Decree Number 6:07-cv-00793-GLS-DEP, ("Federal Consent Decree"), State of New York v. Ludlow Sand & Gravel, Inc. et al. Consent Decree Number 86-CV-853, March 15, 1990 ("State Consent Decree") and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby give, grant, covenant and declare in favor of the Grantee that the DCR & EE Area shall be subject to this DCR & EE, and Grantors do 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 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 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 DCR & EE Area, as provided below, run with the land and are binding on the Grantors and their successors and/or assigns and on any tenants or any other parties having an interest and/or rights to the DCR & EE Area:
 - 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 DCR & EE Area, 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 DCR & EE Area;
 - iii. The DCR & EE Area shall not be used for "Residential Use" and "Restricted Residential Use" as defined by NYSDEC Regulations – 6 NYCRR Part 375 – 1.8(g)(2)(i) and (ii). Allowable uses include

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- “Commercial Use” and “Industrial Use” as defined in NYSDEC Regulations – 6 NYCRR Part 375 – 1.8(g)(2)(iii) and (iv);
- iv. Vegetable gardens and farming, including cattle and dairy farming, on the DCR & EE Area are prohibited;
 - v. All future activities on the DCR & EE Area that will disturb remaining contaminated material are prohibited unless they are conducted in accordance with the Site Management Plan (“SMP”);
 - vi. The DCR & EE Area may not be used for a less restrictive use without additional remediation and amendment of the SMP by the NYSDEC; and
 - vii. NYSDEC retains the right to access the DCR & EE Area at any time in order to evaluate the continued maintenance of any and all controls.
- b. Engineering Controls. Grantors, for themselves and their successors and assigns, covenant and agree to notify the Grantee of changes of site use and/or ownership. Grantor will provide access to Grantee to maintain the following engineering controls:
- i. Landfill Cover;
 - ii. Fencing Bordering the Landfill;
 - iii. Monitoring Well Network;
 - iv. Any excavation or construction at the Site should not disturb the North Gravel Pit (NGP) filled area. If the NGP area is disturbed, the area should be covered with clean soil and reseeded to prevent erosion in the future;
 - v. Control of surface erosion and run-off of the NGP area at all times, including during any activities at the Site. This includes proper maintenance of the vegetative cover established on the NGP area;
 - vi. Engineered Cover System;
 - vii. An engineered site surface water drainage system;
 - viii. A landfill gas collection system;
 - ix. The Leachate Management System (“LMS”) Building; and
 - x. A leachate collection system which consists of a collection trenching, manholes, and pump stations that can be used to convey leachate to the LMS Building.
- c. Periodic Certification. Grantors, for themselves and their successors and assigns, covenant and agree that they shall, upon request by Grantee or EPA, certify to Grantee and to EPA that they continue to comply with their obligations in paragraphs 3(a) and 3(b) herein.
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 Site. If requested by the Grantors, such writing will be executed by Grantee in recordable form. Any request by Grantors for a modification or termination of this instrument shall be made in writing by Grantors 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 DCR & EE Area at all reasonable times for the following purposes that shall run with the land and be binding on Grantors, their successors and /or assigns, and on any tenants or any other parties having an interest and/or rights to the DCR & EE Area:
- Modifying the implemented response actions in the ROD, including but not limited to, O&M to be provided by the State of New York;
 - Verifying any data or information relating to the Site;
 - Verifying that no action is being taken on the DCR & EE Area in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils; and
 - Implementing additional or new response actions under CERCLA.
6. Reserved rights of Grantors: Grantors hereby reserves unto themselves and their successors and assigns, all rights and privileges in and to the use of the DCR & EE Area which are not incompatible with the restrictions, rights, covenants and easements granted herein. Nothing herein shall constitute a waiver of any rights the Grantors may have under the Federal Consent Decree and the State Consent Decree.
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 DCR & EE Area is conveyed by this instrument.
10. Public notice: Grantors, on behalf of themselves, their successors and assigns, agree to include in each instrument conveying any interest in any portion of the DCR & EE Area, 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 ONEIDA COUNTY CLERK'S OFFICE ON _____, 20__, IN BOOK _____, PAGE _____, IN FAVOR OF, AND

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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, Grantors agree 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 Site as a result of such breach or violation.
- 13. Waiver of certain defenses: Grantors hereby waive any defense of laches, estoppel, or prescription.
- 14. Covenants: Grantors hereby covenant that the Grantors are lawfully seized in fee simple of the DCR & EE Area, that the Grantors have a good and lawful right and power to sell and convey it or any interest therein.
- 15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that any party desires or is required to give hereunder, shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Ludlow's Sand & Gravel Co., Inc.
PO Box 452
Sauquoit, New York 13456

Ludlow's Sanitary Landfill, Inc.
P.O. Box 452
Sauquoit, New York 13456

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
Site Control
625 Broadway
Albany, New York 12233

and/ or to such other address as Grantors may, by notice, specify for itself or for any successor or assign.

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

U.S. Environmental Protection Agency
Emergency & Remedial Response Division
New York Remediation Branch
Attention: Ludlow Sand & Gravel 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: Ludlow Sand & Gravel 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 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 Grantors 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 DCR & EE Area. The term "Grantors" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at

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the beginning of this document, identified as "Grantors" 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 all 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: Grantors 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.

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IN WITNESS WHEREOF, Grantor Ludlow's Sanitary Landfill Inc., has caused this instrument to be signed in its name.

Executed this 5th day of AUGUST, 2013.

GRANTOR:

Ludlow's Sanitary Landfill, Inc

By: G. Kevin Ludlow

G. Kevin Ludlow - Executor for James S. Ludlow Estate

Title: CO-EXECUTOR

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss:

On the 5th day of AUGUST, in the year 2013, before me, the undersigned, personally appeared G. Kevin Ludlow, 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 Co- Executor of the Estate of James S. Ludlow which is the sole shareholder of Ludlow's Sanitary Landfill, Inc., and that by his signature on the instrument, the Grantor, Ludlow's Sanitary Landfill, Inc., upon behalf of which the individual acted, executed the instrument.

Dolores M. LaVenture
Notary Public - State of New York

DOLORES M. LaVENTURE
NOTARY PUBLIC - N.Y. STATE
#4956545
APPOINTED IN ONEIDA CO.
MY COMM. EXPIRES DEC. 12, 2013

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Ludlow's Sanitary Landfill, Inc

By: Grace R. Ludlow
Grace R. Ludlow – Executor for James S. Ludlow Estate

Title: CO-EXECUTOR

Grantor's Acknowledgment

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

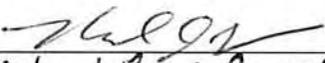
On the 5th day of AUGUST, in the year 2013, before me, the undersigned, personally appeared Grace R. Ludlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Co - Executor of the Estate of James S. Ludlow which is the sole shareholder of Ludlow's Sanitary Landfill, Inc., and that by her signature on the instrument, the Grantor, Ludlow's Sanitary Landfill, Inc., upon behalf of which the individual acted, executed the instrument.

Dolores M. LaVenture
Notary Public - State of New York

DOLORES M. LaVENTURE
NOTARY PUBLIC - N.Y. STATE
#4956545
APPOINTED IN ONEIDA CO.
MY COMM. EXPIRES DEC. 12, 2013

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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,

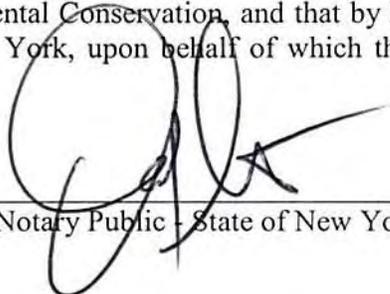
By: 
Michael Ryan, Assistant Director
Division of Environmental Remediation

Date: August 9, 2013

Grantee's Acknowledgment

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

On the 9th day of August, in the year 2013, before me, the undersigned, personally appeared Michael Ryan 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

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EXHIBIT A
To
Declaration of Covenants, Restrictions and
Environmental Easement

Description of DCR & EE Area
Ludlow Sand & Gravel Superfund Site

Parcel 1
(Ludlow's Sand & Gravel Co. Inc. Property)

All that tract or parcel of land situate at Holman City Road, Town of Paris, County of Oneida, State of New York, and being a portion of Tax Lot 377.000-2-32, and a portion of Tax Map Parcel 378.000-1-11, bounded and described as follows:

Beginning at a point in the westerly boundary of the remaining lands of Ludlow's Sand & Gravel Co., Inc. (Instrument Number 2004-012520) on the east and the property herein described on the west, said point being S 30° 41' 06" E, 1413.6+/- feet from the centerline of an existing County Highway (Holman City Road) at its intersection with the centerline of an existing Town Highway (Cedar Lake Road), said point being the point of beginning; Thence through the remaining lands of the said Ludlow's Sand and Gravel Co., Inc. (Instrument Number 2004-012520) and the remaining lands of Ludlow's Sand & Gravel Co., Inc. (Instrument Number 2004-012519), the following twenty five courses and distances:

- 1.) S 08° 51' 01" E, 170.10 feet to a point,
- 2.) S 80° 15' 27" E, 250.10 feet to a point,
- 3.) S 23° 49' 18" W, 57.99 feet to a point
- 4.) S 04° 25' 49" W, 49.60 feet to a point,
- 5.) S 25° 59' 26" E, 127.65 feet to a point,
- 6.) S 50° 40' 12" E, 143.55 feet to a point,
- 7.) S 40° 49' 46" E, 57.35 feet to a point,
- 8.) S 22° 01' 23" E, 51.73 feet to a point,
- 51.) S 03° 35' 03" W, 145.84 feet to a point,
- 52.) S 03° 35' 48" E, 33.34 feet to a point,
- 53.) N 44° 54' 51" W, 15.15 feet to a point,
- 54.) N 03° 35' 48" W, 22.59 feet to a point,
- 55.) N 03° 35' 03" E, 144.19 feet to a point,
- 38.) N 22° 01' 23" W, 47.80 feet to a point,
- 39.) N 40° 49' 46" W, 54.84 feet to a point,
- 40.) N 50° 40' 12" W, 144.87 feet to a point,
- 41.) N 25° 59' 26" W, 132.56 feet to a point,
- 42.) N 04° 25' 49" E, 54.02 feet to a point,
- 43.) N 23° 49' 18" E, 46.88 feet to a point,
- 44.) N 80° 15' 27" W, 233.92 feet to a point,
- 45.) S 08° 51' 01" E, 132.62 feet to a point,
- 46.) S 80° 00' 56" W, 182.86 feet to a point,
- 47.) N 56° 26' 49" W, 186.52 feet to a point,
- 48.) N 25° 30' 51" E, 191.61 feet to a point, and

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49.) N 72° 20' 03" E, 214.94 feet to the point of beginning, containing 1.97 acres.

All bearings refer to Magnetic North as the needle pointed in 2012.

Being part of the premises conveyed to Ludlow's Sand & Gravel Co., Inc. by deed recorded June 2, 2004 in the Oneida County Clerk's Office as Instrument Number 2004-0012519.

Being part of the premises conveyed to Ludlow's Sand & Gravel Co., Inc. by deed recorded June 2, 2004 in the Oneida County Clerk's Office as Instrument Number 2004-0012520.

Parcel 2
(Ludlow's Sanitary Landfill, Inc. Property)

All that tract or parcel of land situate at Holman City Road, Town of Paris, County of Oneida, State of New York, and being a portion of Tax Lots 377.000-2-32, and 34, bounded and described as follows:

Beginning at a point in the division line between the remaining lands of Ludlow's Sanitary Landfill, Inc. (Liber 2137 of Deeds at Page 143) on the northeast and the property herein described on the southwest, said point being S 30° 33' 43" E, 2327.8+/- feet from the centerline of an existing County Highway (Holman City Road) at its intersection with the centerline of an existing Town Highway (Cedar Lake Road), said point being the point of beginning; Thence through the remaining lands of the said Ludlow's Sanitary Landfill, Inc., (Liber 2137 of Deeds at Page 143), along the easterly boundary of the said Holman City Road, and along the lands of Ludlow's Sand & Gravel Co., Inc. (Liber 2137 of Deeds at Page 145), the following 28 courses and distances:

- 56.) S 03° 35' 48" E, 195.87 feet to a point,
- 11.) S 35° 36' 20" W, 25.58 feet to a point,
- 12.) S 85° 33' 48" W, 91.92 feet to a point,
- 13.) S 62° 15' 11" W, 38.00 feet to a point,
- 14.) S 13° 18' 44" W, 13.10 feet to a point,
- 15.) N 61° 23' 59" E, 47.24 feet to a point,
- 16.) S 29° 37' 55" E, 224.68 feet to a point,
- 17.) S 61° 22' 16" E, 152.76 feet to a point,
- 18.) S 10° 20' 25" E, 153.57 feet to a point,
- 19.) S 26° 25' 32" W, 210.74 feet to a point,
- 20.) S 11° 07' 22" W, 116.92 feet to a point,
- 21.) S 43° 14' 46" W, 250.73 feet to a point,
- 22.) S 19° 01' 36" W, 282.44 feet to a point,
- 23.) S 71° 46' 58" W, 148.91 feet to a point,
- 24.) N 69° 25' 09" W, 192.82 feet to a point
- 25.) N 85° 03' 15" W, 334.58 feet to a point,
- 26.) N 08° 59' 11" W, 854.37 feet to a point,
- 27.) N 39° 35' 19" E, 146.27 feet to a point,
- 28.) N 85° 16' 38" E, 211.81 feet to a point,
- 29.) S 41° 04' 46" E, 89.99 feet to a point,
- 30.) N 81° 04' 59" E, 193.18 feet to a point,
- 31.) N 61° 23' 59" E, 328.77 feet to a point,

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- 32.) N 13° 18' 44" E, 26.63 feet to a point,
- 33.) N 62° 15' 11" E, 44.61 feet to a point,
- 34.) N 85° 33' 48" E, 89.33 feet to a point,
- 35.) N 35° 36' 20" E, 17.36 feet to a point,
- 57.) N 03° 35' 48" W, 203.69 feet to a point,
- 58.) S 44° 54' 51" E, 15.15 feet to the point of beginning, containing 22.31 acres.

All bearings refer to Magnetic North as the needle pointed in 2012.

Being part of the premises conveyed to Ludlow's Sanitary Landfill, Inc. by deed recorded January 25, 1983 in the Oneida County Clerk's Office in Liber 2137 of Deeds at Page 143.

Being part of the premises conveyed to Ludlow's Sanitary Landfill, Inc. by deed recorded January 25, 1983 in the Oneida County Clerk's Office in Liber 2137 of Deeds at Page 145.

DECLARATION OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL
EASEMENT TOTAL AREA
(Parcel 1 & Parcel 2)

All that tract or parcel of land situate at Holman City Road, Town of Paris, County of Oneida, State of New York, and being a portion of Tax Lots 377.000-2-31.2, 32, and 34, and Tax Lot 378.000-1-11, bounded and described as follows:

Beginning at a point in the westerly boundary of the remaining lands of Ludlow's Sand & Gravel Co., Inc. (Instrument Number 2004-012520) on the east and the property herein described on the west, said point being S 30° 41' 06" E, 1413.6+/- feet from the centerline of an existing County Highway (Holman City Road) at its intersection with the centerline of an existing Town Highway (Cedar Lake Road), said point being the point of beginning; Thence through the remaining lands of the said Ludlow's Sand and Gravel Co., Inc., (Instrument Number 2004-012520), the remaining lands of Ludlow's Sand & Gravel Co., Inc. (Instrument Number 2004-012519), the remaining lands of Ludlow's Sanitary Landfill, Inc. (Liber 2137 of Deeds at Page 143), the remaining lands of Ludlow's Sanitary Landfill, Inc. (Liber 2137 of Deeds at Page 145), and along the easterly boundary of the said Holman City Road the following forty nine courses and distances:

- 1.) S 08° 51' 01" E, 170.10 feet to a point,
- 2.) S 80° 15' 27" E, 250.10 feet to a point,
- 3.) S 23° 49' 18" W, 57.99 feet to a point
- 4.) S 04° 25' 49" W, 49.60 feet to a point,
- 5.) S 25° 59' 26" E, 127.65 feet to a point,
- 6.) S 50° 40' 12" E, 143.55 feet to a point,
- 7.) S 40° 49' 46" E, 57.35 feet to a point,
- 8.) S 22° 01' 23" E, 51.73 feet to a point,
- 9.) S 03° 35' 03" W, 145.84 feet to a point,
- 10.) S 03° 35' 48" E, 229.21 feet to a point,
- 11.) S 35° 36' 20" W, 25.58 feet to a point,
- 12.) S 85° 33' 48" W, 91.92 feet to a point,
- 13.) S 62° 15' 11" W, 38.00 feet to a point,
- 14.) S 13° 18' 44" W, 13.10 feet to a point,
- 15.) N 61° 23' 59" E, 47.24 feet to a point,

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- 16.) S 29° 37' 55" E, 224.68 feet to a point,
- 17.) S 61° 22' 16" E, 152.76 feet to a point,
- 18.) S 10° 20' 25" E, 153.57 feet to a point,
- 19.) S 26° 25' 32" W, 210.74 feet to a point,
- 20.) S 11° 07' 22" W, 116.92 feet to a point,
- 21.) S 43° 14' 46" W, 250.73 feet to a point,
- 22.) S 19° 01' 36" W, 282.44 feet to a point,
- 23.) S 71° 46' 58" W, 148.91 feet to a point,
- 24.) N 69° 25' 09" W, 192.82 feet to a point
- 25.) N 85° 03' 15" W, 334.58 feet to a point,
- 26.) N 08° 59' 11" W, 854.37 feet to a point,
- 27.) N 39° 35' 19" E, 146.27 feet to a point,
- 28.) N 85° 16' 38" E, 211.81 feet to a point,
- 29.) S 41° 04' 46" E, 89.99 feet to a point,
- 30.) N 81° 04' 59" E, 193.18 feet to a point,
- 31.) N 61° 23' 59" E, 328.77 feet to a point,
- 32.) N 13° 18' 44" E, 26.63 feet to a point,
- 33.) N 62° 15' 11" E, 44.61 feet to a point,
- 34.) N 85° 33' 48" E, 89.33 feet to a point,
- 35.) N 35° 36' 20" E, 17.36 feet to a point,
- 36.) N 03° 35' 48" W, 226.27 feet to a point,
- 37.) N 03° 35' 03" E, 144.19 feet to a point,
- 38.) N 22° 01' 23" W, 47.80 feet to a point,
- 39.) N 40° 49' 46" W, 54.84 feet to a point,
- 40.) N 50° 40' 12" W, 144.87 feet to a point,
- 41.) N 25° 59' 26" W, 132.56 feet to a point,
- 42.) N 04° 25' 49" E, 54.02 feet to a point,
- 43.) N 23° 49' 18" E, 46.88 feet to a point,
- 44.) N 80° 15' 27" W, 233.92 feet to a point,
- 45.) S 08° 51' 01" E, 132.62 feet to a point,
- 46.) S 80° 00' 56" W, 182.86 feet to a point,
- 47.) N 56° 26' 49" W, 186.52 feet to a point,
- 48.) N 25° 30' 51" E, 191.61 feet to a point, and
- 49.) N 72° 20' 03" E, 214.94 feet to the point of beginning, containing 24.28 acres.

All bearings refer to Magnetic North as the needle pointed in 2012.

Being part of the premises conveyed to Ludlow's Sanitary Landfill, Inc. by deed recorded January 25, 1983 in the Oneida County Clerk's Office in Liber 2137 of Deeds at Page 143.

Being part of the premises conveyed to Ludlow's Sanitary Landfill, Inc. by deed recorded January 25, 1983 in the Oneida County Clerk's Office in Liber 2137 of Deeds at Page 145.

Being part of the premises conveyed to Ludlow's Sand & Gravel Co., Inc. by deed recorded June 2, 2004 in the Oneida County Clerk's Office as Instrument Number 2004-0012519.

Being part of the premises conveyed to Ludlow's Sand & Gravel Co., Inc. by deed recorded June 2, 2004 in the Oneida County Clerk's Office as Instrument Number 2004-0012520.

SKR
J.R.H.
-D.

EXHIBIT B
To
Declaration of Covenants, Restrictions and
Environmental Easement

Survey Showing DCR & EE Area
Ludlow Sand & Gravel Superfund Site

See Survey of Ludlow Sand & Gravel Superfund Site, prepared by Susan M. Anacker, Licensed Land Surveyor No. 50321 (said survey consisting of 1 sheet), certified and to be filed in the Oneida County Clerk's Office.

BKR.
YRH
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