
DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT

This Declaration of Covenants, Restrictions and Environmental Easement (DCR & EE) is made this 5th day of MARCH, 2014 by and between the County of Broome, a municipal corporation organized and existing under the laws of the State of New York, having an address at 60 Hawley Street, Binghamton, New York 13902 ("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 a parcel of land located in Town of Colesville, County of Broome, State of New York, more particularly described on Exhibit A attached hereto and made a part hereof together with any buildings and improvements thereon and appurtenances thereto (the "Property"); and

WHEREAS, the Property is part of the Colesville Landfill Superfund Site ("Site"), the location of a former municipal landfill and hazardous waste disposal facility 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 June 10, 1986; and

WHEREAS, in a Record of Decision dated March 29, 1991 ("ROD") as modified by Explanation of Significant Difference ("ESDs") dated September 7, 2000 and July 31, 2004, EPA Region 2 selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, a response action for the Site, which provided, in part, for the following actions:

Imposition of property deed restrictions..to prevent the installation of drinking water wells at the site and to restrict activities which could affect the integrity of the cap, monitoring wells, and extraction wells;

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

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Declaration of Covenants, Restrictions and Environmental Easement, covenant with respect to the restrictions on the use of the Property, and provide a right of access to the Property in favor of Grantee and EPA, for purposes of implementing, facilitating and monitoring the response action; such restrictions will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wish to cooperate fully with the Grantee in the implementation of all response actions at the 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 Site shall be subject to this DCR & EE 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 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: The following restrictions apply to the use of the Property, run with the land and are binding on the Grantor and its successors in title and assigns:
 - (i) Unless otherwise approved in writing by NYSDEC and EPA, or their successor agencies, there shall be no future development or use of the Property that could compromise the integrity of the remedy or cause the contaminants to migrate;
 - (ii) There shall be no installation of drinking water wells at the Property nor use of the groundwater from the unconfined aquifer underlying the Property as a source of potable or process water unless such groundwater meets or is treated to meet quality standards established under federal and state laws and regulations for the intended use.
4. Modification or termination of restrictions, covenants and easement: The restrictions and easement 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 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 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 Property at all reasonable times for the following purposes, which shall run with the land and be binding on Grantor, it's successors and /or assigns, and on any tenants or any other parties having an interest in and/or rights to the Property:
 - a) Implementing the response actions in the ROD as modified by the ESDs;

- b) Verifying any data or information relating to the Site;
 - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - d) Conducting investigations under CERCLA or the ECL relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils; and
 - e) Implementing additional or new response actions under CERCLA or ECL.
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 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 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 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 _____ 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 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 Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the 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 County of Broome
Broome County Executive
60 Hawley St, 6th Floor
Binghamton, NY 13902

Broome County Attorney
PO Box 1766
Binghamton, NY 13902

Broome County Division
of Solid Waste Management
60 Hawley St, 5th Floor
Binghamton, NY 13902

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

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: Colesville Landfill Site Remedial Project Manager
290 Broadway, 20th Floor.
New York, New York 10007-1866

U.S. Environmental Protection Agency
Office of Regional Counsel
Attention: Colesville Landfill 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) Entire agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- f) 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.
- g) 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 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.

h) 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.

i) 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.

j) 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 14th day of February, 2014.

GRANTOR: COUNTY OF BROOME

By: Delia A. Priest

Title: Broome County Executive

Approved as to form
by [Signature]
BROOME COUNTY
ATTORNEY'S OFFICE

County: Broome

DEC Site No: 704010

Order No:

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 14 day of February, in the year 2014 before me, the undersigned, personally appeared Delta A Preston, 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 County Executive of the Broome County and that by his signature on the instrument, the Grantor Delta A Preston, upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

PETER J ROSEBOOM
Notary Public, State of New York
No. 01RO5058867
Qualified in Broome County
My Commission Expires 4/15/2014

County: Broome

DEC Site No: 704010

Order No:

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:

MAR 05 2014

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 5th day of March, in the year 20 , 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. Ombresano
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
Colesville Landfill Site

Southern Tier Surveying, L.L.P.

39 GRISWOLD STREET
BINGHAMTON, NEW YORK 13904
PHONE 607-722-7765
FAX 607-722-9323

Ronald C. Schiess, PLS

Roger H. Holmes, PLS

SURVEYOR'S DESCRIPTION
7.55± ACRE PARCEL
DECLARATION OF COVENANTS AND RESTRICTIONS
AND
ENVIRONMENTAL EASEMENT AREA

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

Beginning at a point on the centerline of East Windsor Road at its intersection with the southeasterly boundary of the property conveyed to the County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1852 at page 1296.

Thence along the boundaries of said County of Broome property the following nine courses and distances:

- 1) N 26°29'55"E a distance of 63.09 feet to a point;
- 2) S64°22'10"E a distance of 40.54 feet to a point;
- 3) S27°10'25"W a distance of 23.11 feet to a point;
- 4) S71°43'20"E a distance of 100.05 feet to a point;
- 5) N33°31'40"E a distance of 106.92 feet to a point;
- 6) N12°43'40"E a distance of 199.98 feet to a point;
- 7) N44°46'40"E a distance of 440.22 feet to a point;
- 8) N03°43'20"W a distance of 37.81 feet to a point;
- 9) S86°46'40"W a distance of 924.99 feet to a point on the centerline of East Windsor

Road:

Thence along the centerline of East Windsor Road the following four courses and distances:

- 1) S12°23'E a distance of 89.25 feet to a point;
- 2) Southerly along a tangent curve to the left having a radius of 500.00 feet an arc distance of 240.13 feet to a point;
- 3) S39°54'E a distance of 199.27 feet to a point;

4) Southeasterly along a tangent curve to the left having a radius of 1135.00 feet an arc distance of 161.06 feet to the Point of Beginning. Containing 7.55± acres.

SUBJECT TO the rights of the public in and to that portion of the above described parcel lying within the bounds of East Windsor Road.

Being the same premises conveyed to the County of Broome from Rudolf C. DeFreitas and Ella DeFreitas by deed recorded in the Broome County Clerk's Office in Liber 1852 at page 1296.

SURVEYOR'S DESCRIPTION 33.699± ACRE
CLOSED AND CAPPED LANDFILL PARCEL
(CONTAINED WITHIN FENCE)
DECLARATION OF COVENANTS AND RESTRICTIONS
ENVIRONMENTAL EASEMENT AREA

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

Commencing at a point on the northeasterly boundary of East Windsor Road at its intersection

with the southerly boundary of the property conveyed to The County of Broome by deed recorded

in the Broome County Clerk's Office in Liber 1156 at page 693

Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance

of 445.68 feet to the Point of Beginning for the parcel herein conveyed.

Thence N 29-09 W through said Broome County property a distance of 477.82 feet to a point

on the northwesterly boundary of said Broome County property;

Thence along the boundaries of said Broome County property the following three courses and distances:

1) N 44-46-40 E a distance of 327.75 feet to a point;

2) N 03-43-20 E a distance of 37.81 feet to a point;

3) N 86-46-40 E a distance of 2010.55 feet to a point;

Thence S 13-38 W through said Broome County property a distance of 799.82 feet to a point

on the southerly boundary of said Broome County property;

Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance of

1814.65 feet to the Point of Beginning. Containing 33.699± acres as shown on a survey by Southern Tier Surveying, LLP dated September 26, 2011.

Being a portion of the same premises conveyed to The County of Broome from the Town of Colesville by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.

DECLARATION OF COVENANTS AND RESTRICTIONS
AND
ENVIRONMENTAL EASEMENT AREA

SURVEYOR'S DESCRIPTION
49.784± ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Colesville, County of Broome

and State of New York bounded and described as follows:

Beginning at a point on the northeasterly boundary of East Windsor Road at its intersection with the southerly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.

Thence N 48-06-20 W along the northeasterly boundary of East Windsor Road a distance of 102.08 feet to a point;

Thence along the boundaries of said Broome County property the following seven courses and distances:

- 1) N 27-03-35 E a distance of 25.00 feet to a point;
- 2) S 71-43-20 E a distance of 100.05 feet to a point;
- 3) N 33-31-42 E a distance of 106.92 feet to a point;
- 4) N 12-46-42 E a distance of 199.98 feet to a point;
- 5) N 44-46-40 E a distance of 440.22 feet to a point;
- 6) N 03-43-20 E a distance of 37.81 feet to a point;
- 7) N 86-46-40 E a distance of 2313.57 feet to a point;

Thence through said Broome County property the following three courses and distances:

- 1) N 86-46-40 E a distance of 346.43 feet to a point;
- 2) S 02-41-10 E a distance of 803.40 feet to a point;
- 3) S 89-15-40 W a distance of 347.01 feet to a corner of said Broome County property;

Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance of 2787.99 feet to the Point of Beginning. Containing 49.784± acres as shown on a survey by Southern Tier Surveying, LLP dated September 26, 2011.

Being a portion of the same premises conveyed to The County of Broome from the Town of Colesville by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.

SURVEYOR'S DESCRIPTION
20.155± ACRE PARCEL
DECLARATION OF COVENANTS AND RESTRICTIONS
AND
ENVIRONMENTAL EASEMENT AREA

-
-
-
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Colesville, County of Broome and State of New York bounded and described as follows:

Beginning at a point on the centerline of East Windsor Road at its intersection with the easterly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1633 at page 187.

Thence along the boundaries of said Broome County property the following four courses and distances:

- 1) N 19-27-45 E a distance of 1279.93 feet to a point;
- 2) S 88-23-40 W a distance of 1206.96 feet to a point;
- 3) S 41-01-20 E a distance of 183.20 feet to a point;
- 4) S 66-44-40 W a distance of 282.05 feet to a point on the centerline of East Windsor

Road:

Thence along the centerline of East Windsor Road the following three courses and distances:

- 1) S 44-28 E a distance of 614.64 feet to a point;
- 2) S 45-00 E a distance of 169.86 feet to a point;
- 3) S 45-17 E a distance of 518.24 feet to the Point of Beginning. Containing 20.155± acres as shown on a survey by Southern Tier Surveying, LLP dated October 26, 2011.

SUBJECT TO the rights of the public in and to that portion of the above described parcel lying within the bounds of East Windsor Road.

Being the same premises conveyed to The County of Broome from Elwood Lee and C. Lorraine Lee by deed recorded in the Broome County Clerk's Office in liber 1633 at page 187.

SURVEYOR'S DESCRIPTION
1.43± ACRE PARCEL
DECLARATION OF COVENANTS AND RESTRICTIONS
AND
ENVIRONMENTAL EASEMENT AREA

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

Beginning at an iron found in the northeasterly boundary of East Windsor Road at its intersection with the northerly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1952 at page 124.

Thence along the boundaries of the property of The County of Broome the following three courses and distances:

- 1) N 88-23-40 E a distance of 339.30 feet to a point;
- 2) S 41-01-20 E a distance of 183.20 feet to a point;
- 3) S 66-44-40 W a distance of 255.50 feet to a point on the northeasterly boundary of

East Windsor Road;

Thence N 44-22-50 W along the northeasterly boundary of East Windsor Road a distance of 321.23 feet to the Point of Beginning. Containing 1.43± acres as shown on a survey by Southern Tier Surveying, LLP dated October 26, 2011.

ALSO INCLUDING any right, title and or interest the grantor may have in and to the property lying between the centerline of East Windsor Road and the above described property.

Being the same premises conveyed to The County of Broome from Janet Smith by deed recorded in the Broome County Clerk's Office in Liber 1952 at page 124.

County: Broome

DEC Site No: 704010

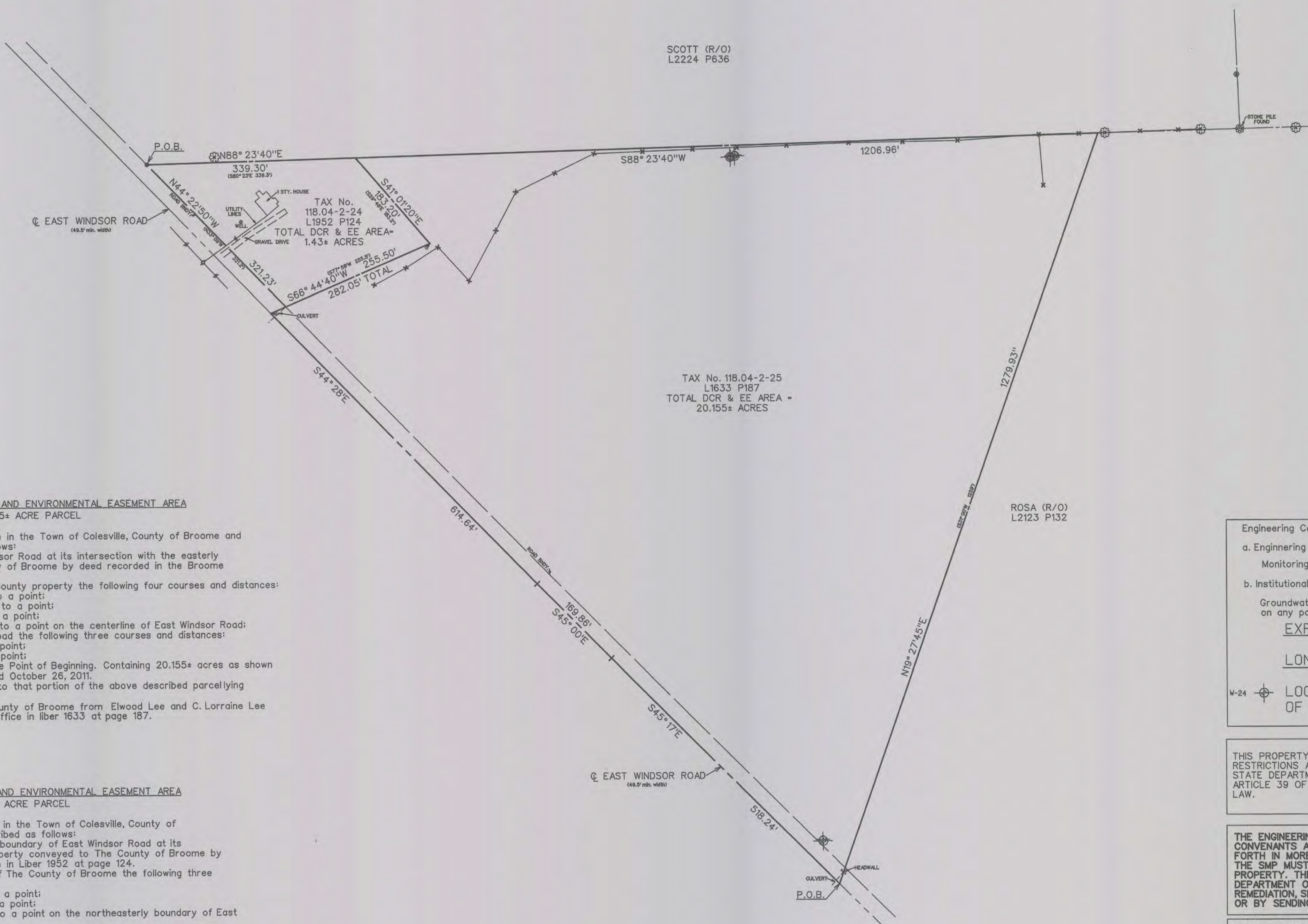
Order No:

EXHIBIT B
To
Declaration of Covenants, Restrictions and Environmental Easement
Where Development or Use has been Restricted
Colesville Landfill Site

(See attached as-built survey of Property depicting restricted-use areas)



SCOTT (R/O)
L2224 P636



TAX No. 118.04-2-25
L1633 P187
TOTAL DCR & EE AREA =
20.155± ACRES

ROSA (R/O)
L2123 P132

DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT AREA
SURVEYOR'S DESCRIPTION 20.155± ACRE PARCEL

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3) S 41-01-20 E a distance of 183.20 feet to a point;
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3) S 45-17 E a distance of 518.24 feet to the Point of Beginning. Containing 20.155± acres as shown on a survey by Southern Tier Surveying, LLP dated October 26, 2011.

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Being the same premises conveyed to The County of Broome from Elwood Lee and C. Lorraine Lee by deed recorded in the Broome County Clerk's Office in liber 1633 at page 187.

DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT AREA
SURVEYOR'S DESCRIPTION 1.43± ACRE PARCEL

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

Beginning at an iron found in the northeasterly boundary of East Windsor Road at its intersection with the northerly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1952 at page 124.

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Thence N 44-22-50 W along the northeasterly boundary of East Windsor Road a distance of 321.23 feet to the Point of Beginning. Containing 1.43± acres as shown on a survey by Southern Tier Surveying, LLP dated October 26, 2011.

ALSO INCLUDING any right, title and or interest the grantor may have in and to the property lying between the centerline of East Windsor Road and the above described property.

Being the same premises conveyed to The County of Broome from Janet Smith by deed recorded in the Broome County Clerk's Office in liber 1952 at page 124.

LEGEND

- - PROPERTY IRON FOUND
- - REBAR WITH CAP SET
- - FENCE
- ⊗ - TREE WITH FENCE
- ⊕ - UTILITY POLE
- (R/O) - REPUTED OWNER(S)

NOTES:

1. BEARINGS AND DISTANCES IN PARENTHESIS ARE DEED BEARINGS AND DISTANCES.

2. THIS SURVEY HAS BEEN PREPARED IN CONJUNCTION WITH TITLE ABSTRACT DATED 10/21/2011. PREPARED BY STEWART TITLE INSURANCE Co.

Engineering Controls/Institutional controls on Tax Lot No.'s 118-02-1-24 & 25

a. Engineering Controls:

Monitoring Well Network.

b. Institutional Controls:

Groundwater wells for drinking water shall not be installed or used on any portion of Tax Lot No.'s 118.02-1-24 & 25:

EXPLANATION:

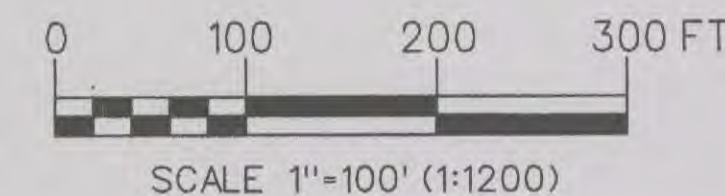
LONG-TERM MONITORING PLAN DESIGNATIONS

W-24 ⊕ LOCATION AND DESIGNATION OF MONITORING WELL

THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO ARTICLE 39 OF TITLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THE DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT ARE SET FORTH IN MORE DETAIL IN THE SITE MANAGEMENT PLAN ("SMP"). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP MAY BE OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR BY SENDING AN EMAIL REQUEST TO DERWEB@GW.DEC.STATE.NY.US.

DECLARATION OF COVENANTS, RESTRICTIONS & ENVIRONMENTAL EASEMENT AREA ACCESS:
THE DEC, EPA, OR THEIR AGENTS MAY ACCESS THE ENVIRONMENTAL EASEMENT AREAS AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

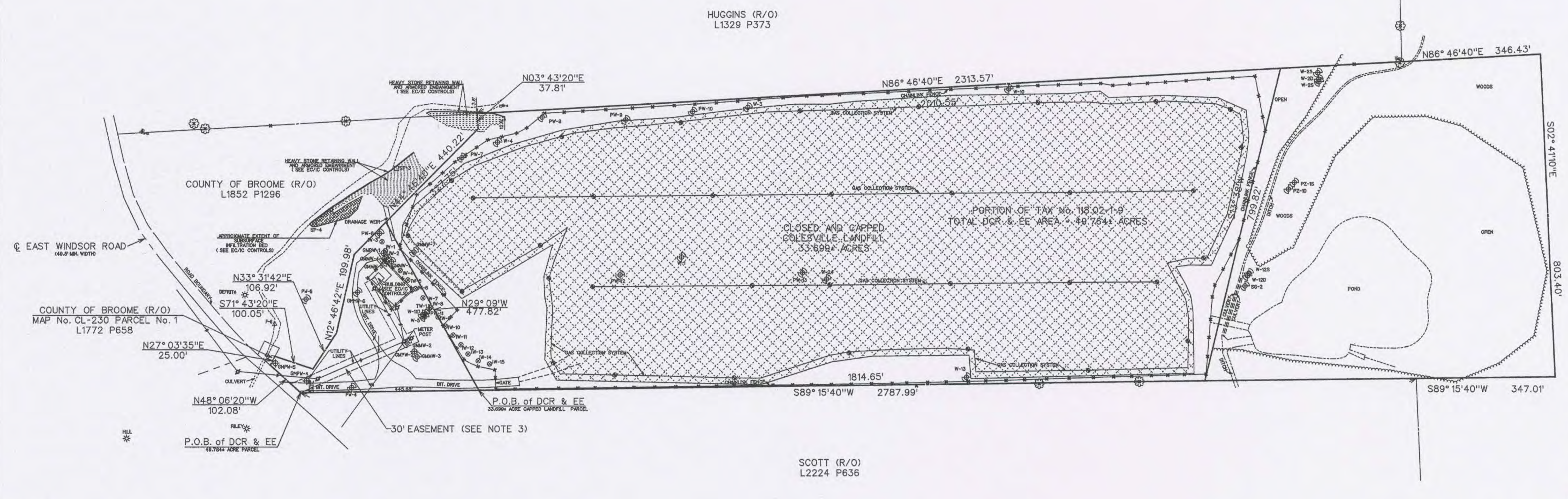


SURVEY OF PROPERTY OF
BROOME COUNTY
TAX No.'s 118.04-2-24 & 25
TOWN OF COLESVILLE
BROOME COUNTY, NEW YORK
SCALE: 1 INCH = 100 FEET
OCTOBER 26, 2011

STS SOUTHERN TIER SURVEYING, LLP
39 GRISWOLD STREET
BINGHAMTON, NEW YORK 13904
PHONE 607-722-7765
RONALD C. SCHIESS, PLS
N.Y. LIC. No. 049554
ROGER H. HOLMES, PLS
N.Y. LIC. No. 050208
PA. LIC. No. SU-051533-E

TO: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
THE COUNTY OF BROOME,
THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR
COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND
STEWART TITLE INSURANCE COMPANY.
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE
WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED
BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND
SURVEYORS. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS.
10/26/11
DATE
ROGER H. HOLMES, PLS

Only copies marked with the Land
Surveyor's embossed seal and signed in
red ink should be considered true valid copies



- LEGEND
- - PROPERTY IRON FOUND
 - - REBAR WITH CAP SET
 - - FENCE
 - ⊗ - TREE WITH FENCE
 - ⊕ - UTILITY POLE
 - (R/O) - REPUTED OWNER(S)

DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT AREA
SURVEYOR'S DESCRIPTION 49.784± ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Colesville, County of Broome and State of New York bounded and described as follows:
Beginning at a point on the northeasterly boundary of East Windsor Road at its intersection with the southerly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.
Thence N 48-06-20 W along the northeasterly boundary of East Windsor Road a distance of 102.08 feet to a point;
Thence along the boundaries of said Broome County property the following seven courses and distances:
1) N 27-03-35 E a distance of 25.00 feet to a point;
2) S 71-43-20 E a distance of 100.05 feet to a point;
3) N 33-31-42 E a distance of 106.92 feet to a point;
4) N 12-46-42 E a distance of 199.98 feet to a point;
5) N 44-46-40 E a distance of 440.22 feet to a point;
6) N 03-43-20 E a distance of 37.81 feet to a point;
7) N 86-46-40 E a distance of 2313.57 feet to a point;
Thence through said Broome County property the following three courses and distances:
1) N 86-46-40 E a distance of 346.43 feet to a point;
2) S 02-41-10 E a distance of 803.40 feet to a point;
3) S 89-15-40 W a distance of 347.01 feet to a corner of said Broome County property;
Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance of 2787.99 feet to the Point of Beginning. Containing 49.784± acres as shown on a survey by Southern Tier Surveying, LLP dated September 26, 2011.
Being a portion of the same premises conveyed to The County of Broome from the Town of Colesville by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.

DECLARATION OF COVENANTS AND RESTRICTIONS AND ENVIRONMENTAL EASEMENT AREA
SURVEYOR'S DESCRIPTION 33.699± ACRE CLOSED AND CAPPED LANDFILL PARCEL
(CONTAINED WITHIN FENCE)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Colesville, County of Broome and State of New York bounded and described as follows:
Commencing at a point on the northeasterly boundary of East Windsor Road at its intersection with the southerly boundary of the property conveyed to The County of Broome by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693
Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance of 445.68 feet to the Point of Beginning for the parcel herein conveyed.
Thence N 29-09 W through said Broome County property a distance of 477.82 feet to a point on the northwesterly boundary of said Broome County property;
Thence along the boundaries of said Broome County property the following three courses and distances:
1) N 44-46-40 E a distance of 327.75 feet to a point;
2) N 03-43-20 E a distance of 37.81 feet to a point;
3) N 86-46-40 E a distance of 2010.55 feet to a point;
Thence S 13-38 W through said Broome County property a distance of 799.82 feet to a point on the southerly boundary of said Broome County property;
Thence S 89-15-40 W along the southerly boundary of said Broome County property a distance of 1814.65 feet to the Point of Beginning. Containing 33.699± acres as shown on a survey by Southern Tier Surveying, LLP dated September 26, 2011.
Being a portion of the same premises conveyed to The County of Broome from the Town of Colesville by deed recorded in the Broome County Clerk's Office in Liber 1156 at page 693.

Engineering Controls/Institutional controls on Tax Lot No. 118.02-1-9	EXPLANATION:
a. Engineering Controls: Heavy stone retaining walls and armored embankments: The molasses tank is inside the building shown on the survey just westerly of the closed/capped landfill area; Subgrade infiltration bed; Infiltration Gallery; Landfill Cover and Gas Venting; Groundwater Containment System (including Extraction wells); Fencing Bordering the Capped Landfill; and, Monitoring Well Network.	LONG-TERM MONITORING PLAN DESIGNATIONS W-24 ⊕ LOCATION AND DESIGNATION OF MONITORING WELL SCOTT ⊕ LOCATION AND DESIGNATION OF EXISTING HOMEOWNER WELL HLL ⊗ LOCATION AND DESIGNATION OF FORMER HOMEOWNER WELL W-2 ⊕ LOCATION AND DESIGNATION OF INJECTION WELL OPW-3 ⊕ LOCATION AND DESIGNATION OF PRODUCTION WELL F-6 Δ LOCATION AND DESIGNATION OF SURFACE WATER SAMPLE SP-2 □ LOCATION AND DESIGNATION OF SPRING SAMPLE TW-1 ⊕ LOCATION AND DESIGNATION OF TEST MONITORING WELL ⊕ LOCATION AND DESIGNATION OF METHANE VENT --- FENCE --- CLOSED & CAPPED LANDFILL AREA --- HEAVY STONE WALL & EMBANKMENT --- INFILTRATION BED
b. Institutional Controls: Groundwater wells for drinking water shall not be installed or used on any portion of Tax Lot No. 118.02-1-9; Any Excavation or other intrusive activity that could affect the integrity of the landfill cap, monitoring wells, or extraction wells is prohibited; and The Tax Lot No. 118.02-1-9 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).	

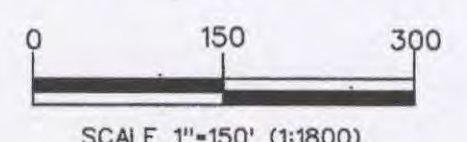
- NOTES
- REFERENCE MAP - BOUNDARY SURVEY OF COLESVILLE LANDFILL PROPERTY BY THOMAS R. MILO, L.S. DATED JANUARY 22, 1993 COPY PROVIDED BY THE BROOME COUNTY DPW.
 - CREEK AND POND WERE MEASURED AUGUST 24, 2011.
 - EASEMENT GRANTED TO NYSEG & DEPOSIT TELEPHONE RECORDED IN L2076 P150 IS STATED TO BE "30' IN WIDTH THROUGHOUT ITS EXTENT...AS SHOWN ON SCHEDULE A". SCHEDULE A SHOWS THE EASEMENT 20' IN WIDTH.
 - THIS SURVEY HAS BEEN PREPARED IN CONJUNCTION WITH TITLE ABSTRACT DATED 08/05/2011. PREPARED BY STEWART TITLE INSURANCE Co.
 - THE MOLASSES TANK IS INSIDE THE BUILDING SHOWN ON THE SURVEY JUST WESTERLY OF THE CLOSED/CAPPED LANDFILL AREA.

THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO ARTICLE 39 OF TITLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THE DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT ARE SET FORTH IN MORE DETAIL IN THE SITE MANAGEMENT PLAN ("SMP"). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP MAY BE OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR BY SENDING AN EMAIL REQUEST TO DERWEB@GW.DEC.STATE.NY.US.

DECLARATION OF COVENANTS, RESTRICTIONS & ENVIRONMENTAL EASEMENT AREA ACCESS:
THE DEC, EPA OR THEIR AGENTS MAY ACCESS THE ENVIRONMENTAL EASEMENT AREAS AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

NOTE: ALL LOCATIONS PROVIDED BY OTHERS.
ALL LOCATIONS ARE APPROXIMATE.



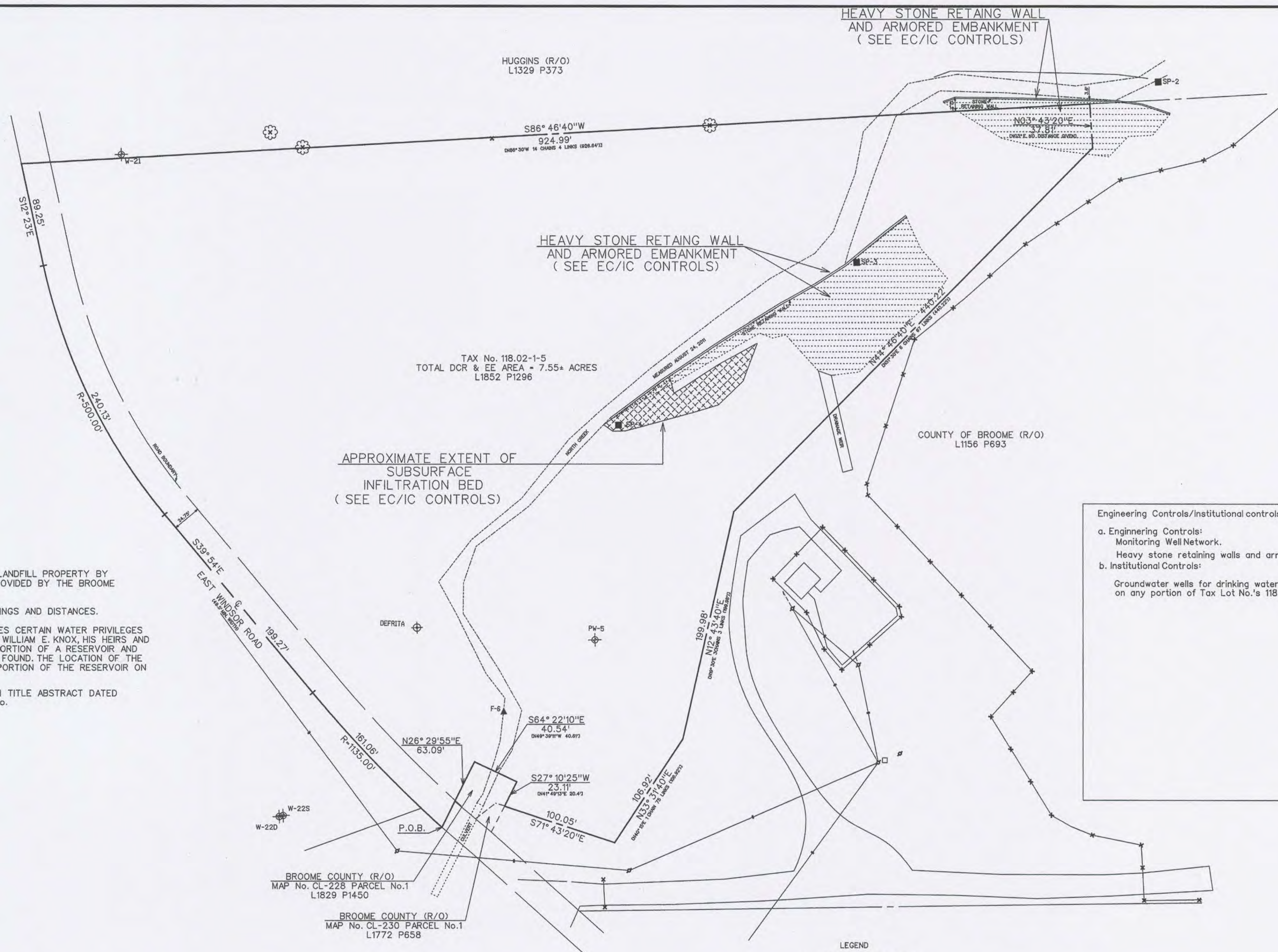
REVISED OCTOBER 15, 2012 - ADDED ENGINEERING CONTROLS AND VARIOUS NOTES

SURVEY OF PROPERTY OF
BROOME COUNTY
COLESVILLE TAX No. 118.02-1-9
EAST WINDSOR ROAD
TOWN OF COLESVILLE
BROOME COUNTY, NEW YORK
SCALE: 1 INCH = 150 FEET
SEPTEMBER 26, 2011

STS SOUTHERN TIER SURVEYING, LLP
39 GRISWOLD STREET
BINGHAMTON, NEW YORK 13904
PHONE 607-722-7765
RONALD C. SCHIESS, PLS
N.Y. LIC. No. 049554
ROGER H. HOLMES, PLS
N.Y. LIC. No. 050206
PA. LIC. No. SU-051533-E

TO: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
THE COUNTY OF BROOME,
THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND STEWART TITLE INSURANCE COMPANY.
HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING "CODE OF PRACTICE FOR LAND SURVEYING" ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
10/24/11
DATE
ROGER H. HOLMES, PLS

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF THE SURVEYING LAW, SUBDIVISION LAW, AND THE NEW YORK STATE EDUCATION LAW.



1. REFERENCE MAP - LUNDARY SURVEY OF COLESVILLE LANDFILL PROPERTY BY THOMAS R. MILO, L.S. DATED JANUARY 22, 1993 COPY PROVIDED BY THE BROOME COUNTY DPW.

2. BEARINGS AND DISTANCES IN BRACKETS ARE DEED BEARINGS AND DISTANCES.

3. DEED RECORDED IN L1852 P1296 EXCEPTS AND RESERVES CERTAIN WATER PRIVILEGES HERETOFORE GRANTED BY SAID AMBROSE S. DIBBLE TO WILLIAM E. KNOX, HIS HEIRS AND ASSIGNS BY WARRANTY DEED IN L185 P322. BEING A PORTION OF A RESERVOIR AND A RAM. NO EVIDENCE OF THE RESERVOIR OR RAM WAS FOUND. THE LOCATION OF THE 20 FOOT SQUARE PARCEL AROUND THE RAM AND THE PORTION OF THE RESERVOIR ON THE SUBJECT PARCEL IS UNKNOWN.

4. THIS SURVEY HAS BEEN PREPARED IN CONJUNCTION WITH TITLE ABSTRACT DATED 10/21/2011, PREPARED BY STEWART TITLE INSURANCE Co.

RONALD C. SCHIESS, PLS
N.Y. LIC. No. 049554

ROGER H. HOLMES, PLS
N.Y. LIC. No. 050206
PA. LIC. No. SU-051533-E

"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 720B, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW"