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

This Declaration of Covenants, Restrictions and Environmental Easement is made this 20th day of February, 2013 by and between The Town of Conklin, a municipal corporation, having an address at 1271 Conklin Road, Conklin, New York 13748, ("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 12.063 acre ± parcel [a/k/a the "Upper Landfill"] and a 15.625 acre ± parcel [a/k/a the "Lower Landfill"] of land located in Town of Conklin, County of Broome, State of New York, more particularly described on **Exhibit A** and **Exhibit B** attached hereto and made a part hereof together with any buildings and improvements thereon and appurtenances thereto (the parcels of land described on Exhibit A and Exhibit B shall be referred to collectively as the "Property"); and

WHEREAS, the Property is part of the Conklin Dumps Superfund Site ("Site"), which the U.S. 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 in June 1986; and

WHEREAS, in a Record of Decision dated March 29, 1991, ("ROD"), The Regional Administrator of EPA selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, response actions for the Site ("CERCLA response actions"), which provided in pertinent part, for the following actions:

- (i) Capping of the upper landfill and lower landfill
- (ii) Leachate collection and treatment
- (iii) Groundwater monitoring
- (iv) Fencing and long-term monitoring
- (v) Restricting activities at the Site that could affect the integrity of the cap

WHEREAS, in an Explanation of Significant Difference ("ESD") issued in September 1992, The EPA modified the remedy selected in the ROD, providing in pertinent part, for the following actions: the excavation of the lower landfill, consolidation of the excavated lower landfill contents onto the upper landfill, capping of the upper landfill, construction of a leachate collection system, and treatment of the leachate. The ESD did not modify the requirement in the ROD for the imposition of a property deed restriction, if necessary, to prevent the installation of drinking water wells that do not meet the quality standards at the Site, and restrict activities that could affect the integrity of the cap;

WHEREAS, a current copy of the NYSDEC and EPA approved SMP must be obtained by any party with an interest in the property, from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us;

WHEREAS, the excavation of waste from the lower landfill, capping of the consolidated wastes in the upper landfill, installation of a leachate recovery system, and construction of a final cap for the upper landfill have been completed; and

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Declaration of Covenants, Restrictions and Environmental Easement pursuant to Article 71, Title 36 of the NYS Environmental Conservation Law, covenant with respect to restrictions on the use of the Property, and provide a right of access to the Property in favor of Grantee and EPA, all of which shall run with the land, for purposes of preventing the installation of drinking water wells that do not meet quality standards, at the Site and to impose on the Property use restrictions that will run with the land for the purpose of restricting activities which could affect the integrity of the cap and protecting human health and the environment; and

WHEREAS, Grantor wishes 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, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the 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 Site.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and to impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions on Use: 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:
 - a) Restrictions to the use of the Upper Landfill are provided below:
 - 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 Upper Landfill, unless Grantee and EPA have given their prior written consent to any such intrusive activity.

County:

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- ii) Groundwater wells for drinking water shall not be installed or used on any portion of the Upper Landfill.
- iii) The Upper Landfill 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).
- iv) Grantor, for itself and its successors and assigns, covenants and agrees to keep in good repair and maintain the following engineering controls on the Upper Landfill:
 - v) Leachate Collection System;
 - vi) Landfill Cover and Gas Venting;
 - vii) Fencing bordering the Upper Landfill; and
 - viii) Monitoring Well Network.
 - ix) Periodic Certification
- b) Restrictions to the use of the Lower Landfill are provided below:
 - i) Groundwater wells for drinking water shall not be installed or used on any portion of the Lower Landfill.
 - ii) The Lower Landfill 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).
- c) Grantor, for itself and its successors and assigns, covenants and agrees that it shall, upon request by Grantee or EPA, certify to Grantee and to EPA that it is in compliance with the current Site Management Plan for the Site (a copy of which is available from Grantee at the address provided in Section 15, below, and electronically at the Grantee’s website, currently <http://www.dec.ny.gov/chemical/36045.html>); that the Institutional Controls for the Site are in place and have not been violated since the date of the previous certification; that it is in compliance with its covenant to keep in good repair and maintain the Engineering Controls. (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, interfere with or adversely affect the implementation, integrity, or effectiveness of the remedial measures performed at the Site or cause contaminants to migrate; (ii) there shall be no installation of drinking water wells on the Property nor use of the groundwater from the unconfined aquifer underlying the Site 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 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 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 shall run with the land and be binding on Grantor, their successors and /or assigns, and on any tenants or any other parties having an interest and/or rights to the Property:
 - a) Modifying the Implemented response actions in the ROD and ESD, including but not limited to, O & M to be provided by the State of New York;
 - 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 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.
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 Town of Conklin
Town Hall
1271 Conklin Road
Conklin, New York 13748

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, Western New York Remediation Branch
Attention: Conklin Dumps 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: Conklin Dumps 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 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 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

County:

Site No:

Order No:

THIS ENVIRONMENTAL EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS 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.

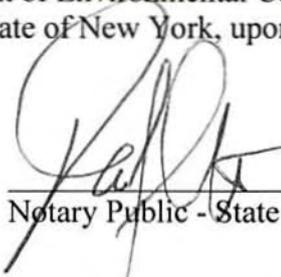
By: 
 Robert W. Schick, Director
 Division of Environmental Remediation

Date: FEB 20 2013

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the 20th day of February, in the year 2013, before me, the above-signed, 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

Survey and Description of
Conklin Dumps Superfund Site
[UPPER LANDFILL]
(12.063 ± Acres)

Declaration of Covenants, Restrictions, and Environmental Easement - Upper Landfill Area

Description:

Being all that tract or parcel of Land, situate in the Town of Conklin, County of Broome, and the State of New York, and described as follows:

Beginning at a point on the westerly boundary of Broome Corporate Parkway, County Route 197, at its intersection with the division line between the property of the Town of Conklin on the south and the property of the Broome County Industrial Development Agency on the north;

Thence South 84°44'11" West along said division line between the property of the Town of Conklin on the south and the properties of Broome County Industrial Development Agency and Maple Lane Holdings, LLC on the north a distance of 850.00 feet to a rebar with cap found;

Thence southerly and easterly along the division line between the property of the Town of Conklin on the east and north and the property of Maple Lane Holdings, LLC on the west and south;

1) South 05°15'49" East a distance of 400.00 feet to a rebar with cap found;

2) South 53°26'37" East a distance of 509.90 feet to a rebar with cap found;

3) North 84°44'11" East a distance of 386.70 feet to a 5/8" rebar found on the said westerly boundary of Broome Corporate Parkway;

Thence northerly along said road boundary on a curve to the right a distance of 745.63 feet having a radius of 4252.00 feet and subtended by a chord having a length of 744.67 feet with a bearing of North 01°09'33" East to the POINT OF BEGINNING.

The above described parcel contains 12.063± acres or 525465± square feet.

Being a portion of the land conveyed by George R. Webb and Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerk's Office in Book 1028 Page 572 of Deeds.



SITE LOCATION MAP

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

TRUE NORTH AT THE 74°30'
 MERIDIAN OF WEST LONGITUDE

Engineering Controls/Institutional Controls on the Upper Landfill:

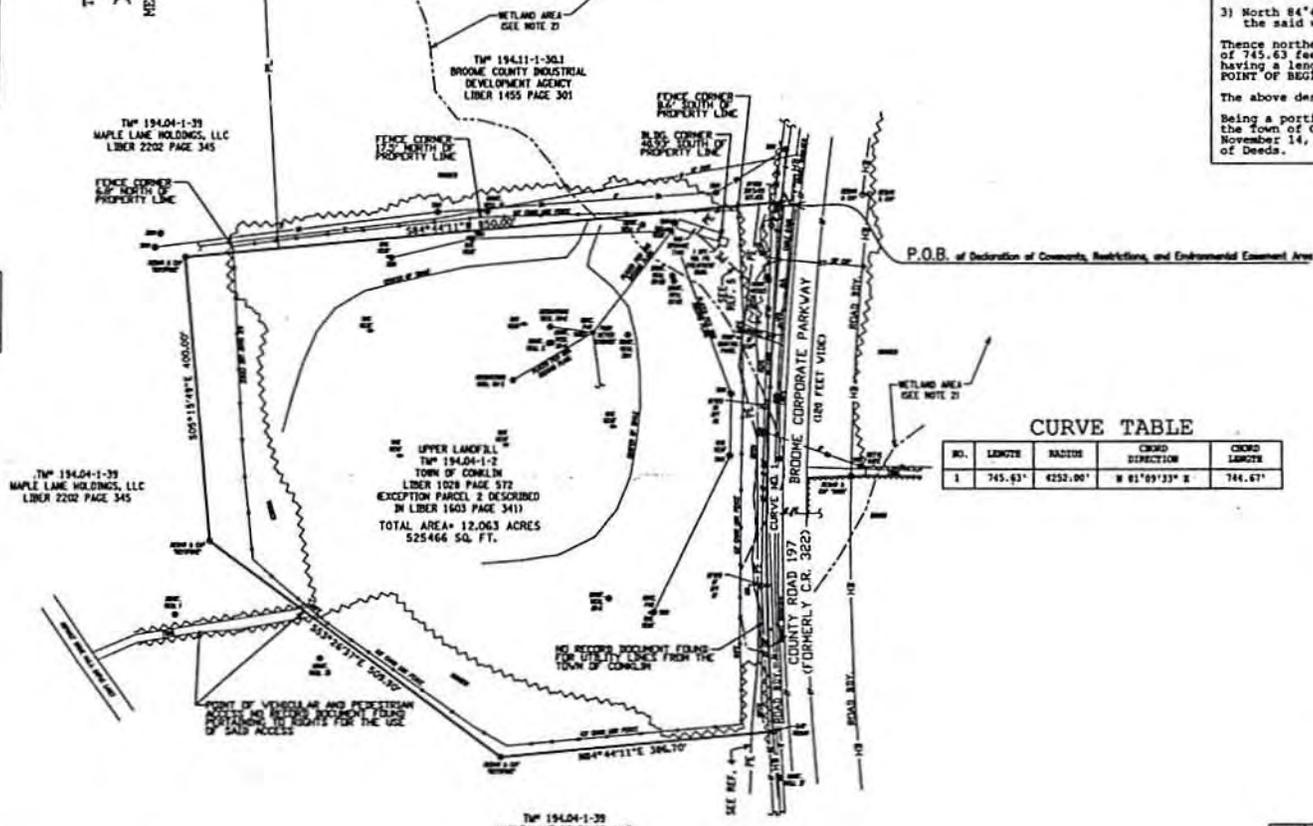
a. Engineering Controls:

- Leachate Collection System;
- Landfill Cover and Gas Venting;
- Fencing bordering the Upper Landfill; and
- Monitoring Well Network;

b. Institutional Controls:

- 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 Upper Landfill, unless Grantco and EPA have given their prior written consent to any such intrusive activity;
- Groundwater wells for drinking water shall not be installed or used on any portion of the Upper Landfill; and
- The Upper Landfill 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) (ii) and (iii). Allowable Uses include "Commercial Use" and "Industrial Use" as defined in NYSDEC Regulations - 6 NYCRR Part 375 - 1.8 (g) (2) (iii) and (iv).

Declaration of Covenants, Restrictions, and Environmental Easement - Upper Landfill Area Description:
 Being all that tract or parcel of Land, situate in the Town of Conklin, County of Broome, and the State of New York, and described as follows:
 Beginning at a point on the westerly boundary of Broome Corporate Parkway, County Route 197, at its intersection with the division line between the property of the Town of Conklin on the south and the property of the Broome County Industrial Development Agency on the north;
 thence South 84°44'11" West along said division line between the property of the Town of Conklin on the south and the properties of Broome County Industrial Development Agency and Maple Lane Holdings, LLC on the north a distance of 850.00 feet to a rebar with cap found;
 thence southerly and easterly along the division line between the property of the Town of Conklin on the east and north and the property of Maple Lane Holdings, LLC on the west and south:
 1) South 05°15'49" East a distance of 400.00 feet to a rebar with cap found;
 2) South 53°26'37" East a distance of 509.90 feet to a rebar with cap found;
 3) North 84°44'11" East a distance of 386.70 feet to a 5/8" rebar found on the said westerly boundary of Broome Corporate Parkway;
 thence northerly along said road boundary on a curve to the right a distance of 745.63 feet having a radius of 4252.00 feet and subtended by a chord having a length of 744.67 feet with a bearing of North 01°09'33" East to the POINT OF BEGINNING.
 The above described parcel contains 12.0633 acres or 5254652 square feet.
 Being a portion of the land conveyed by George R. Webb and Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerks Office in Book 1028 Page 572 of Deeds.



CURVE TABLE

NO.	LENGTH	RADIUS	CURVE DIRECTION	CHORD LENGTH
1	745.63'	4252.00'	N 01°09'33" E	744.67'

NOTES:

- HORIZONTAL DATUM IS REFERENCED TO NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, MAD 83.
- EXISTING WETLAND MAPPING DEPICTED HEREIN WERE OBTAINED THROUGH THE U.S. FISH AND WILDLIFE SERVICE'S NATIONAL WETLANDS INVENTORY AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AGENCIES FRESH WATER WETLANDS OBTAINED THROUGH THE CORNELL UNIVERSITY GEOSPATIAL INFORMATION REPOSITORY.
- THE LOCATION OF THE UNDERGROUND UTILITY LINES SHOWN IS FORECAST TO INFORMATION SUPPLIED BY OTHERS. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT AREA ARE SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK AND SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM THIS WORK. BEFORE COMMENCING WORK CONTACT "DIG SAFELY NEW YORK" AT 1-800-942-7942 AND PROVIDE 72 HOURS NOTICE.

REFERENCES:

- Land conveyed by George R. Webb & Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerks Office in Book 1028 Page 572 of Deeds.
- Exception parcels 2 and 3 listed in a deed conveyed by the Town of Conklin to the County of Broome by deed dated September 23, 1984 and recorded March 25, 1987 in the Broome County Clerks Office in Book 1603 Page 341 of Deeds.
- "Boundary Survey for the Maine Family Limited Partnership" By: Keynote Associates Architects, Engineers and Surveyors, LLC Dated: July 14, 2007 (unrecorded map)
- Permanent easement (Parcel 28) for the purpose of constructing and maintaining a drainage ditch and the right to discharge water thereon and therefrom conveyed by the Town of Conklin to the County of Broome by deed dated May 13, 1986 and recorded May 21, 1986 in the Broome County Clerks Office in Book 1311 Page 113 of Deeds.
- Permanent easement (Parcel 36) for the purpose of constructing and maintaining a slope and drainage ditch conveyed by the Town of Conklin to the County of Broome by deed dated May 13, 1986 and recorded May 21, 1986 in the Broome County Clerks Office in Book 1311 Page 113 of Deeds.

REVISION TABLE

NO.	REMARKS	DATE
1	Revised Per United States EPA & NYSDEC Comments Dated 1/14/13	1/15/13

ALTA/ACSM LAND TITLE SURVEY
 SURVEY OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL EASEMENT AREA
 ON LANDS OWNED BY THE TOWN OF CONKLIN
 TAX MAP NO. 194.04-1-2 & 194.04-1-18
 TOWN OF CONKLIN, BROOME COUNTY, NY

SURVEY COMPLETED: 11/30/11
 MAP COMPLETED: 12/27/11
 DRAWN BY: MST
 DRAWING NO. 830301.AJMC
 SHEET NO. 1 OF 2

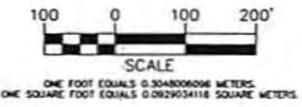
SHUMAKER
 CONSULTING ENGINEERING & LAND SURVEYING P.C.
 143 COURT STREET, BINGHAMTON, NY 13901
 PHONE 607-798-8081

LEGEND:

- TRACT PROPERTY AND DECLARATION OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL EASEMENT BOUNDARY LINES
- CALCULATED POINT
- PROPERTY LINES
- FW FINDING (TYPE AND SIZE AS SHOWN)
- TRF FINDING (TYPE AND SIZE AS SHOWN)
- HIGHWAY RIGHTWAY
- PERMANENT EASEMENT
- LIMIT OF WETLANDS
- EDGE OF PARCELS
- WOODS LINE
- BUSH LINE
- FENCE (SIZE AND TYPE NOTED)
- UTILITY POLE & POLE NUMBER
- UTILITY POLE WITH LIGHT & POLE NUMBER
- ELECTRIC METER
- GAS METER
- MANHOLE
- SEWER MANHOLE
- TELEPHONE MANHOLE
- HYDRANT
- OVERHEAD TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND SEWER LINE
- WATER LINE
- TURF WATER LINE
- GRADE PALE

INSTITUTIONAL / ENGINEERING CONTROLS MOVES:

- THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION LAW.
- THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THIS PROPERTY. THE SMP CAN BE OBTAINED FROM THE DIVISION OF ENVIRONMENTAL CONSERVATION DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY ALBANY, NY 12233 OR BY SENDING AN EMAIL REQUEST TO DENHE@DEC.STATE.NY.US.



"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 2209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW."

ONLY BOUNDARY SURVEY MAPS BEARING THE SURVEYOR'S SEAL AND SIGNED IN BLUE INK ARE GENUINE, TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.

THIS SURVEY HAS BEEN REVISED WITH THE BENEFIT OF TITLE REPORT COMMITMENT NO. 1217-25092, DATED AUGUST 16, 2012 PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

TO 1) TOWN OF CONKLIN
 2) THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 3) UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 4) CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEM 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 30, 2011.

I HEREBY CERTIFY THAT THIS IS A MAP MADE FROM A SURVEY, PREPARED UNDER MY DIRECTION.

Paul A. Waters
 PAUL A. WATERS, LAND SURVEYOR - January 23, 2013
 P. E. S. LICENSE NO. 049946
 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
 143 COURT STREET, BINGHAMTON, NEW YORK 13901
 607) 798-8081



County:

Site No:

Order No:

EXHIBIT B
To
Declaration of Covenants, Restrictions and Environmental Easement
Survey of Conklin Dumps Superfund Site
[LOWER LANDFILL]
(15.6248 ± Acres)

Declaration of Covenants, Restrictions, and Environmental Easement - Lower Landfill Area**Description:**

Being all that tract or parcel of Land, situate in the Town of Conklin, County of Broome, and the State of New York, and described as follows:

Beginning at a point in the southeasterly corner of the premises herein described being on the division line between the property of the Town of Conklin on the north, the property of Broome County Industrial Development Agency on the south and the property of Delaware & Hudson Railroad on the east;

thence westerly, northerly and easterly along said division line between the property of the Town of Conklin and the property of the Broome County Industrial Development Agency the following three (3) courses and distances:

- 1) South 84°37'08" West a distance of 830.00 feet to a point;
- 2) North 00°32'40" East a distance of 957.66 feet to a point;
- 3) North 84°44'11" East a distance of 600.00 feet to a point on the division line between the property of the Town of Conklin on the West and the Property of the Delaware & Hudson Railroad on the east;

thence South 13°13'47" East a distance of 960.31 feet along said division line to the POINT OF BEGINNING.

The above described parcel contains 15.6248 acres or 680618 square feet of land

Being a portion of the land conveyed by George R. Webb and Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerk's Office in Book 1028 Page 572 of Deeds.

SCHEDULE "A" RIGHT OF WAY AND ACCESS DESCRIPTION:

Beginning at a point on the westerly highway boundary of Conklin Road, NYS Route 7 at its intersection with the division line between the property of James Slavitsky and Karie Slavitsky on the north and the property of the Town of Conklin on the south;

thence South 84°51'56" West a distance of 766.66 feet along said division line to a point on the division line between the property of James Slavitsky and Karie Slavitsky on the east and the property of Delaware & Hudson Railroad on the west;

thence North 13°13'47" West a distance of 50.50 feet along said division line to a point;

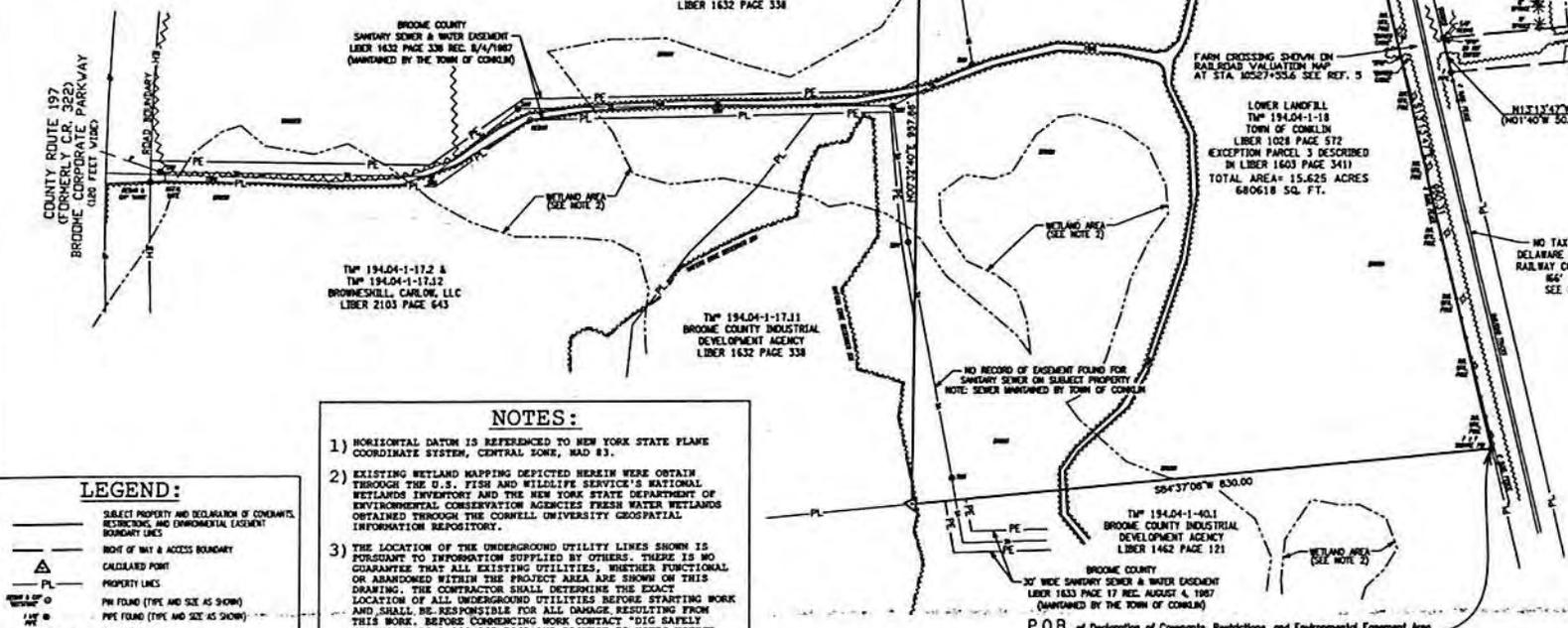
thence North 84°51'56" East a distance of 777.04 feet through the property of James Slavitsky and Karie Slavitsky to a point on the said westerly highway boundary of Conklin Road, NYS Route 7;

Declaration of Covenants, Restrictions, and Environmental Easement - Lower Landfill Area Description:
 Being all that tract or parcel of Land, situate in the Town of Conklin, County of Broome, and the State of New York, and described as follows:
 Beginning at a point in the southeasterly corner of the premises herein described being on the division line between the property of the Town of Conklin on the north, the property of Broome County Industrial Development Agency on the south and the property of Delaware & Hudson Railroad on the east;
 thence westerly, northerly and easterly along said division line between the property of the Town of Conklin and the property of the Broome County Industrial Development Agency the following three (3) courses and distances:
 1) South 84°37'08" West a distance of 830.00 feet to a point;
 2) North 00°32'40" East a distance of 957.66 feet to a point;
 3) North 84°44'11" East a distance of 600.00 feet to a point on the division line between the property of the Town of Conklin on the West and the Property of the Delaware & Hudson Railroad on the east;
 thence South 13°13'47" East a distance of 960.31 feet along said division line to the POINT OF BEGINNING.
 The above described parcel contains 15.6248 acres or 680618 square feet of land.
 Being a portion of the land conveyed by George R. Webb and Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerks Office in Book 1028 Page 572 of Deeds.

Engineering Controls/Institutional Controls on the Lower Landfill:
 a. Engineering Controls:
 • Sewer.
 b. Institutional Controls:
 • Groundwater wells for drinking water shall not be installed or used on any portion of the Lower Landfill; and
 • The Lower Landfill 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).

SCHEDULE "A" RIGHT OF WAY AND ACCESS DESCRIPTION:
 Beginning at a point on the westerly highway boundary of Conklin Road, NYS Route 7 at its intersection with the division line between the property of James Slavitsky and Karie Slavitsky on the north and the property of the Town of Conklin on the south;
 thence South 84°51'56" West a distance of 766.66 feet along said division line to a point on the division line between the property of James Slavitsky and Karie Slavitsky on the east and the property of Delaware & Hudson Railroad on the west;
 thence North 13°13'47" West a distance of 50.50 feet along said division line to a point;
 thence North 84°51'56" East a distance of 777.04 feet through the property of James Slavitsky and Karie Slavitsky to a point on the said westerly highway boundary of Conklin Road, NYS Route 7;
 thence South 01°22'55" East a distance of 10.10 feet along said highway boundary to the POINT OF BEGINNING.
 The above described parcel contains 0.8859 acres or 38590 square feet of land.
 Being the same as the permanent easement and right of way conveyed by George R. Webb and Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerks Office in Book 1028 Page 572 of Deeds.

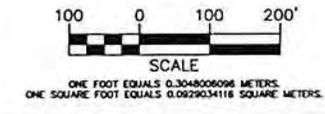
DECLARATION OF COVENANTS, RESTRICTIONS & ENVIRONMENTAL EASEMENT AREA ACCESS
 THE DEC, EFA OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT



- REFERENCES:**
- 1) Land conveyed by George R. Webb & Ada M. Webb to the Town of Conklin by deed dated November 14, 1960 and recorded November 14, 1960 in the Broome County Clerks Office in Book 1028 Page 572 of Deeds.
 - 2) Exception parcels 2 and 3 listed in a deed conveyed by the Town of Conklin to the County of Broome by deed dated September 23, 1981 and recorded March 26, 1987 in the Broome County Clerks Office in Book 1603 Page 341 of Deeds.
 - 3) "Broome Corporate Park Sanitary Trunk Sewer" DW Project No. 17-85-03, EDA Project No. 01-01-02692, UDC Project No. 84-18-715 dated: October 1986 and filed in the Broome County Engineering Department.
 - 4) "Survey Map G17 and Portion of G16, Broome Corporate Park, Town of Conklin, Broome County New York" By: Hawk Engineering, P.C. Dated: July 20, 1999 Project No. 99450.03 (unrecorded map)
 - 5) "Right-of-Way and Track Map, Valley Railroad Company, Operated by the Delaware Lackawanna and Western R.R. Co., Scranton Division" Section V.30 sheet 3
 - 6) Land Acquired by The People of the State of New York (New York State Department of Public Works) by notice of appropriation dated January 24, 1962 and recorded August 8, 1962 in the Broome County Clerks Office in Book 1051 Page 699 of Deeds.

- NOTES:**
- 1) HORIZONTAL DATUM IS REFERENCED TO NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, MAD 83.
 - 2) EXISTING WETLAND MAPPING DEPICTED HEREIN WERE OBTAIN THROUGH THE U.S. FISH AND WILDLIFE SERVICE'S NATIONAL WETLANDS INVENTORY AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AGENCIES FRESH WATER WETLANDS OBTAINED THROUGH THE CORNELL UNIVERSITY GEOSPATIAL INFORMATION REPOSITORY.
 - 3) THE LOCATION OF THE UNDERGROUND UTILITY LINES SHOWN IS PURSUANT TO INFORMATION SUPPLIED BY OTHERS. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT AREA ARE SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK AND SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM THIS WORK. BEFORE COMMENCING WORK CONTACT "DIG SAFELY NEW YORK" AT 1-800-962-7362 AND PROVIDE 72 HOURS NOTICE.

- INSTITUTIONAL / ENGINEERING CONTROLS NOTES:**
- 1) THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION LAW.
 - 2) THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SNP). A COPY OF THE SNP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SNP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY ALBANY, NY 12233 OR BY SENDING AN EMAIL REQUEST TO DERMS@DEC.STATE.NY.US.



"UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 1709, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW."
 ONLY BOUNDARY SURVEY MAPS BEARING THE SURVEYOR'S SEAL AND SIGNED IN BLUE INK ARE GENUINE, TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.

THIS SURVEY HAS BEEN REVISED WITH THE BENEFIT OF TITLE REPORT COMMITMENT NO. 1217-25092, DATED AUGUST 16, 2012 PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

- TO 1) TOWN OF CONKLIN
 2) THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 3) UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 4) CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEM 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 30, 2011.

I HEREBY CERTIFY THAT THIS IS A MAP MADE FROM A SURVEY, PREPARED UNDER MY DIRECTION.

Paul A. Waters
 PAUL A. WATERS, LAND SURVEYOR - January 23, 2013
 P. L. S. LICENSE NO. 049566
 SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C.
 143 COURT STREET, BINGHAMTON, NEW YORK 13901
 (607) 798-8081



REVISION TABLE

NO.	REMARKS	DATE
1	Revised Per United States EPA & NYSDEC Comments Dated 1/14/13	1/15/13

ALTA/ACSM LAND TITLE SURVEY
SURVEY OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL EASEMENT AREA
 ON LANDS OWNED BY THE TOWN OF CONKLIN
 TAX MAP NO. 194.04-1-2 & 194.04-1-18
 TOWN OF CONKLIN, BROOME COUNTY, NY

SURVEY COMPLETED: 11/30/11
 MAP COMPLETED: 12/27/11
 DRAWN BY: MST
 DRAWING NO. 83703_8.DWG
 SHEET NO. 2 OF 2

SHUMAKER
 CONSULTING ENGINEERING & LAND SURVEYING P.C.
 143 COURT STREET, BINGHAMTON, NY 13901
 PHONE 607-798-8081