

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this 17<sup>th</sup> day of FEBRUARY, 2012 between Owner(s) Village of Haverstraw, having an office at 40 New Main Street, Haverstraw, County of Rockland, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of Warren Court Fields, McKenzie Avenue in the Village of Haverstraw, County of Rockland and State of New York, known and designated on the tax map of the County Clerk of Rockland as tax map parcel numbers: Section 27.37 Block 1 Lot 14-34, being the same as that property conveyed to Grantor by deed dated April 7, 1999 and recorded in the Rockland County Clerk's Office in Instrument No. 1999-40812, 40814, 40818, 40820, 40821, 40825, 40827, 40829, 40831, 40833, 40834, 40835, 40838, 40840, 40842, 40845, 40848, 40851, 40853, 40855, 40858. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.811 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 11, 2011 prepared by John R. Atzl, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation

established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C302659, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv) if current land use is selected, enter current use.**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

[6/11]

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**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.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be



recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. 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.

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

Village of Haverstraw:

By: 

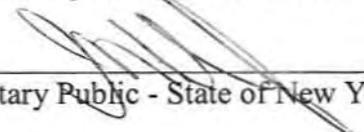
Print Name: MICHAEL F. KOTTUR

Title: MAYOR Date: 12/19/11

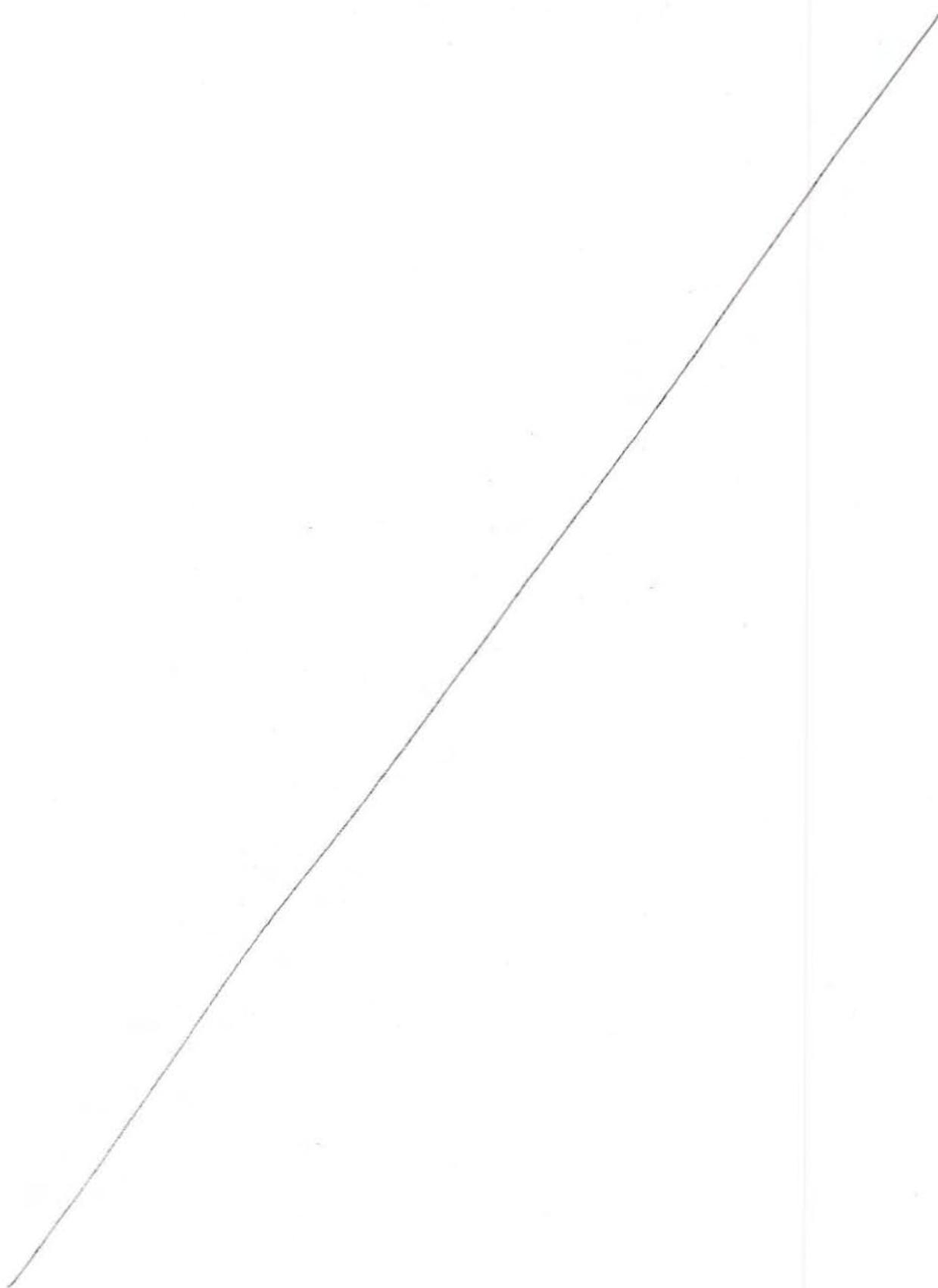
**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

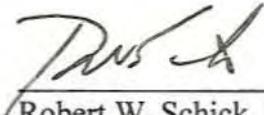
On the 19<sup>th</sup> day of Dec, in the year 2011, before me, the undersigned, personally appeared Michael Kottur, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

J. NELSON HOOD JR.  
NOTARY PUBLIC, State of New York  
No. 02HO5054970  
Qualified in Rockland County  
Commission Expires Jan. 29, 2012



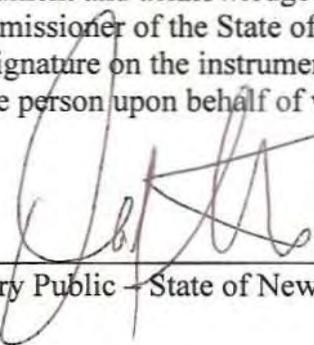
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

**Grantee's Acknowledgment**

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

On the 17<sup>th</sup> day of February, in the year 2012, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) 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 individual, or the person upon behalf of which the individual, or the person 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

## SCHEDULE "A" PROPERTY DESCRIPTION

AN ENVIRONMENTAL EASEMENT covering ALL that certain plot, piece, or parcel of land situate, lying and being in the Village of Haverstraw, Town of Haverstraw, County of Rockland and State New York, being more fully bounded and described as follows:

BEGINNING at a point located at the point of intersection formed by the westerly right-of-way line of McKenzie Avenue with the southerly right-of-way line of Anthony J. Morina Drive; running thence along the northerly, westerly and southerly line of lands now or formerly of James (Tax Lots 27.37-1-37 and 27.37-1-38) the following four (4) courses and distances:

- (1) On a curve to the left along said southerly right-of-way line of Anthony J. Morina Drive having a radius of 15.00 feet, an arc length of 23.56 feet;
- (2) N82-18-32W, 80.00 feet still along said southerly right-of-way line of Anthony J. Morina Drive;
- (3) S07-41-28W, 118.00 feet;
- (4) S82-22-32E, 5.93 feet; thence
- (5) S03-01-58W, 77.56 feet along the westerly line of lands now or formerly of Cooper (Tax Lot 27.37-1-39); running thence along the northerly and westerly line of lands now or formerly of Gamboli (Tax Lot 27.37-1-13) the following two (2) courses and distances:
  - (6) N80-26-31W, 36.05 feet;
  - (7) S00-22-08W, 78.99 feet; running thence along the northerly line of lands now or formerly of Jusino (Tax Lot 27.37-1-12) the following three (3) courses and distances:
    - (8) S68-25-23W, 63.04 feet;
    - (9) S18-47-43E, 10.01 feet;
    - (10) S73-52-09W, 15.02 feet; thence
  - (11) N18-47-43W, 57.08 feet along the easterly line of lands now or formerly of Rocky River Realty Corp. (Tax Lot 27.37-1-11); thence

Continued..

## SCHEDULE "A" PROPERTY DESCRIPTION

- (12) N26-40-39W, 108.00 feet along the northeasterly line of lands now or formerly of Burgos (Tax Lot 27.37-1-10) and DeMeluzio (Tax Lot 27.37-1-9); thence
  - (13) N58-56-56W, 105.00 feet along the northeasterly line of lands now or formerly of DeMeluzio (Tax Lot 27.37-1-9) and Rodriguez (Tax Lot 27.37-1-8); thence
  - (14) N63-56-44W, 36.00 feet along the northeasterly line of lands now or formerly of Slade (Tax Lot 27.37-1-7); thence
  - (15) N68-58-44W, 254.88 feet along the northerly line of lands now or formerly of St. Peter's Church (Tax Lot 27.37-1-6 and 27.37-1-5); thence
  - (16) N21-01-16E, 178.46 feet along the easterly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4); thence
  - (17) N88-01-30E, 388.10 feet along the southerly line of lands now or formerly of Broadhaver Realty Corp. (Tax Lot 27.05-2-1); thence
  - (18) S81-40-13E, 119.27 feet along the southerly line of lands now or formerly of Orange & Rockland Utilities Inc. (Tax Lot 27.05-2-6); running thence along the westerly and southerly line of lands now or formerly of Fermaid (Tax Lot 27.37-1-35 and 27.37-1-36) the following three (3) courses and distances:
  - (19) S07-41-28W, 121.15 feet;
  - (20) S82-18-32E, 83.01 feet along the northerly right-of-way line of Anthony J. Morina Drive;
  - (21) On a curve to the left connecting the northerly right-of-way line of Anthony J. Morina Drive with the westerly right-of-way line of McKenzie Avenue having a radius of 15.00 feet, an arc length of 21.80 feet; running thence along the westerly right-of-way line of McKenzie Avenue the following two (2) courses and distances:
  - (22) On a curve to the left having a radius of 425.00 feet, an arc length of 46.15 feet;
  - (23) S07-41-28W, 32.21 feet to the point or place of BEGINNING.
- Consisting of 3.811 acres of land.



Ray Ahmadi, Ph.D., P.E.  
Andrew S. Atzl, P.L.L.S.  
John R. Atzl, P.L.L.S.  
David M. Zigler, P.L.L.S.

**ATZL, SCATASSA & ZIGLER P.C.**

ENGINEERS - SURVEYORS - PLANNERS  
234 North Main Street P.O. Box 638  
New City, New York 10956 Chester, New York 10815  
Tel: (845) 634-4894 Tel: (845) 469-1015  
Fax: (845) 634-6543 Fax: (845) 469-1016  
Email: ASZSurveys@aol.com

**WARREN COURT FIELDS**

**VILLAGE OF HAVERSTRAW  
ROCKLAND COUNTY, NEW YORK**

**BOUNDARY SURVEY &  
ENVIRONMENTAL EASEMENT  
SITE ID NO.: B002 03-3**

DRAWN BY: ASA	CHECKED BY: JRA	
DATE: NOVEMBER 11, 2011	SCALE: 1 IN. = 20 FT.	
PROJECT NO: 158	DRAWING NO: 1	
REVISION	DATE	DESCRIPTION



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYOR'S LICENSED SEAL IS A VIOLATION OF SECTION 1709-A OF THE VEHICLES AND TRAFFIC LAW OF THE STATE OF NEW YORK. ANY PERSON WHO VIOLATES THIS SECTION SHALL BE CONSIDERED TO BE IN VIOLATION OF SECTION 1709-A OF THE VEHICLES AND TRAFFIC LAW OF THE STATE OF NEW YORK. THE LAND SURVEYOR'S LICENSED SEAL SHALL BE CONSIDERED TO BE INVALID IF THE SURVEYOR HAS BEEN DISCIPLINED OR SUSPENDED FROM PRACTICE BY THE BOARD OF SURVEYORS AND MAPPING ENGINEERS. ANY DISCIPLINE OR SUSPENSION SHALL ONLY APPLY TO THOSE MAPS AND INSTRUMENTS WHICH WERE PREPARED BY THE SURVEYOR WHILE HE OR SHE WAS LICENSED AND ACTIVE. THIS NOTICE DOES NOT APPLY TO INSTRUMENTS, THEIR REVISIONS AND/OR AMENDMENTS PREPARED BY THE SURVEYOR AFTER HIS OR HER DISCIPLINE OR SUSPENSION.

**LEGEND**

- EXISTING BLOCK WALL
- EXISTING STONE WALL
- EXISTING WATER MAIN
- EXISTING FIRE HYDRANT
- EXISTING GAS LINE
- EXISTING CATCH BASIN
- EXISTING CATCH BASIN GRATE
- EXISTING DRAINAGE MANHOLE
- EXISTING STORM DRAIN LINE
- EXISTING MACADAM DRIVE
- EXISTING SEWER MANHOLE
- EXISTING SEWER CLEANOUT
- EXISTING SEWER LINE
- EXISTING NOISE SEWER CONNECTION
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING MONITORING WELL

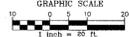
**STREET ADDRESS:**  
WARREN COURT FIELDS  
MCKENZIE AVE.  
HAVERSTRAW, NY 10927

**TAX MAP REFERENCE:**  
VILLAGE OF HAVERSTRAW TAX MAP  
SECTION 27.37, BLOCK 1, LOT 14-34

**SUBDIVISION REFERENCE:**  
SUBDIVISION ENTITLED "WARREN COURT"  
FILED IN THE ROCKLAND COUNTY  
CLERK'S OFFICE ON AUG. 16, 1986, IN  
BOOK 106, PAGE 18, AS MAP NO. 5936.

**MAP ENTITLED "WARREN COURT FIELDS"**  
FILED IN THE ROCKLAND COUNTY  
CLERK'S OFFICE ON MAY 17, 2011, IN  
BOOK 128, PAGE 85, AS MAP NO. 8141.

**CERTIFIED TO:**  
• PEOPLE OF THE STATE OF NEW YORK  
ACTING THROUGH ITS COMMISSIONER OF  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION  
• VILLAGE OF HAVERSTRAW  
• FIDELITY NATIONAL TITLE INSURANCE COMPANY  
(TITLE NO. H3872)



**Schedule A @**

An Environmental Easement covering all that certain plot, piece or parcel of land situate, lying and being in the Village of Haverstraw, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at a point located at the point of intersection formed by the westerly right-of-way line of McKenzie Avenue with the former southerly right-of-way line of Anthony J. Morina Drive; running thence along the northerly, westerly and southerly line of lands now or formerly of James (Tax Lots 27.37-1-37 and 27.37-1-38) the following four (4) courses and distances:

- 1) On a curve to the left, having a radius of 15.00 feet, an arc length of 23.56 feet;
- 2) N82-18-32W, 80.00 feet;
- 3) S07-41-28W, 118.00 feet;
- 4) S82-22-32E, 5.93 feet; thence
- 5) S03-01-58W, 77.56 feet along the westerly line of lands now or formerly of Cooper (Tax Lot 27.37-1-39); running thence along the northerly and westerly line of lands now or formerly of Gamboli (Tax Lot 27.37-1-13) the following two (2) courses and distances:
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- 7) S00-22-08W, 78.99 feet; running thence along the northerly line of lands now or formerly of Jusino (Tax Lot 27.37-1-12) the following three (3) courses and distances:
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- 11) N18-47-43W, 57.08 feet along the easterly line of lands now or formerly of Rocky River Realty Corp. (Tax Lot 27.37-1-11); thence
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- 14) N63-56-44W, 36.00 feet along the northeasterly line of lands now or formerly of Slade (Tax Lot 27.37-1-7); thence
- 15) N68-58-44W, 254.88 feet along the northerly line of lands now or formerly of St. Peter's Church (Tax Lot 27.37-1-6 and 27.37-1-5); thence
- 16) N21-01-16E, 178.46 feet along the easterly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4); thence
- 17) N88-01-30E, 388.10 feet along the southerly line of lands now or formerly of Broadhaver Realty Corp. (Tax Lot 27.05-2-1); thence

- 18) S81-40-13E, 119.27 feet along the southerly line of lands now or formerly of Orange & Rockland Utilities Inc. (Tax Lot 27.05-2-6); running thence along the westerly and southerly line of lands now or formerly of Fermanit (Tax Lot 27.37-1-35 and 27.37-1-36) the following three (3) courses and distances:
- 19) S07-41-28W, 121.15 feet;
- 20) S82-18-32E, 83.01 feet along the northerly right-of-way line of Anthony J. Morina Drive;
- 21) On a curve to the left connecting the northerly right-of-way line of Anthony J. Morina Drive with the westerly right-of-way line of McKenzie Avenue having a radius of 15.00 feet, an arc length of 21.80 feet; running thence along the westerly right-of-way line of McKenzie Avenue the following two (2) courses and distances:
- 22) On a curve to the left having a radius of 425.00 feet, an arc length of 46.15 feet;
- 23) S07-41-28W, 32.21 feet to the point or place of BEGINNING.

Consisting of 3.811 acres of land.  
Subject to Drainage, Sanitary Sewer, Right-of-way and Municipal easements as shown on map entitled "Warren Court" filed in the Rockland County Clerk's Office on August 14, 1986, in Book 106, Page 18, as Map No. 5936.

Subject to easements and right-of-way as shown on map entitled "Warren Court fields" filed in the Rockland County Clerk's Office on May 17, 2011, in Book 128, Page 85, as Map No. 8141.

Subject to two (2) fifteen foot utility easements to Orange & Rockland Utilities, Inc. (Instrument No. 2009-41900).

Together with a fifteen foot wide Drainage easement over lands now or formerly of Orange & Rockland Utilities, Inc. (Tax Lot 27.05-2-6) as shown on the above referenced file map.

