

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

William R. Meyer
Johanna Meyer
TO
The People of the
State of N.Y.
NYS Dept Environmental

SECTION 44 BLOCK 1 LOT 63-92

RECORD AND RETURN TO:
(name and address)

Frontier Abstract
30 West Broad St.
Rochester, N.Y. 14614

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER
Environmental Easement

PROPERTY LOCATION

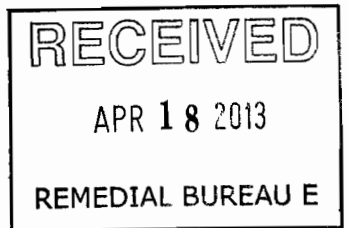
- 2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2003 SO. BLOOMING GROVE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)
4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)
5809 WOODBURY (VLG)
CITIES
0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 18
CERT. COPY
MAP#
PAYMENT TYPE: CHECK X
CASH
CHARGE
NO FEE
Taxable
CONSIDERATION \$
TAX EXEMPT
Taxable
MORTGAGE AMT. \$

MORTGAGE TAX TYPE:

- (A) COMMERCIAL/FULL
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(E) EXEMPT
(F) 3 TO 6 UNITS
(I) NAT.PERSON/CR. UNION
(J) NAT.PER-CR.UN/1 OR 2
(K) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK



Received From Frontier

RECORDED/FILED
02/13/2013/ 11:56:34
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#20130016785
RT WY / BK 13505PG 0481
RECORDING FEES 145.00
TTX# 003922 T TAX 0.00
Receipt#1563195 ml



TAX # 44-1-63.92

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

THIS INDENTURE made this 14th day of December, 2012 between Owner(s) Johanna Mayer, having an address of 54 Valencia Street, Half Moon Bay, California 94019, County of San Mateo, State of California and William R. Mayer, having an address at 41 W 71st Street Apt. 1C, New York, New York 10023, County of New York, State of New York (collectively 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 Prospect Road in the Town of Blooming Grove, County of Orange and State of New York, known and designated on the tax map of the County Clerk of Orange as tax map parcel numbers: Section 44 Block 1 Lot 63.92, being the same as that property conveyed to Grantor by deed dated September 24, 1981 and recorded in the Office of the Orange County Clerk on October 9, 1981 in Liber 2206 of Deeds at Page 1081 and a portion of said real property being comprised of approximately 15.15 ± acres, and hereinafter more fully described in the Land Title Survey dated October 6, 2009 and revised October 14, 2010 and November 15, 2010 prepared by Donald R, Stedge, P.L.S., of YEC, Inc., which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto as Schedule A. The restrictions set forth herein apply solely to the Controlled Property; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of human 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 Order on Consent Index Number: A3-0598-0408, 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:

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)

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

(i) Grantor and subsequent Site owners shall ensure that the Environmental Easement remains in place and effect.

(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;

(i) Grantor shall adhere to the institutional controls required by the Environmental Easement, including the prohibition of the use of groundwater underlying the property without treatment rendering it safe for intended use and the prohibition of vegetable gardens and farming; and

(ii) The Department shall undertake periodic groundwater sampling.

(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;

(i) Grantor and subsequent Site owners shall submit a written statement certifying that the controls at the property are unchanged from the previous certification;

(ii) Grantor and subsequent Site owners shall notify the Department of changes of Site use and/or ownership; and

(iii) Grantor and subsequent Site owners shall report emergencies to the Department and other appropriate authorities.

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

(i) Grantor and subsequent Site owners shall ensure that any future intrusive work that will penetrate, encounter or disturb the remaining contamination, and any modifications or repairs to the existing cover system will be performed in compliance with the Excavation Plan, as defined in the SMP; and

(ii) Grantor and subsequent Site owners will ensure that site development activities will not interfere with, or otherwise impair or compromise, remedial activities proposed in the Remedial Action Work Plan, as defined in the SMP; and

(iii) Grantor and subsequent Site owners will notify the Department as least ten (10) days prior to the start of any activity that is reasonably anticipated to encounter remaining contamination.

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

(i) The Department shall prepare periodic review reports evaluating institutional and engineering controls; and

(ii) The Department shall prepare and implement a corrective measures plan, if necessary.

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

(i) The Department shall decommission Site monitoring wells at an appropriate time to be determined by the Department.

(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 or Restricted Residential purposes, vegetable gardens and farming, including cattle and dairy farming, or as a source of groundwater unless treated to render it safe for its intended purpose 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 assume the obligations identified in Paragraph 2.A(1), (2)(i), (4)(i), (5), (6) and (9). 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 (as identified in Paragraph 2.A.(1), (2)(i), (4)(i), (5), (6) and (9) 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 Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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.

Johanna Mayer:

By: Johanna Mayer

Print Name: Johanna Mayer

Title: _____ Date: 1-29-13

Grantor's Acknowledgment

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On the 29th day of January, in the year 2013, before me, the undersigned, personally appeared Johanna Mayer, 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.

[Signature]
Notary Public - State of California



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*
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 14th day of December 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/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael S. Caruso
Notary Public - State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

Mayer Landfill
Prospect Road
Orange County, NY
Tax Map: 44. – 1 – 63.92

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following twelve (12) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of

curvature; thence

B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly

bounds of a 33 foot wide Access Road Easement; thence

C.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an

arc length of 21.86 feet to a point of tangency; thence

D.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence

E.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence

F.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence

G.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence

H.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence

I.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence

J.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence

K.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence

L.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95 feet to

the place or point of beginning.

Running thence the following courses and distances:

1.) North 77°- 02'- 00" East, a distance of 110.11 feet; thence

2.) South 49°- 34'- 00" East, a distance of 130.28 feet; thence

3.) South 86°- 26'- 00" East, a distance of 33.70 feet; thence

4.) North 65°- 57'- 00" East, a distance of 56.45 feet; thence

5.) North 87°- 50'- 00" East, a distance of 92.15 feet; thence

6.) South 52°- 10'- 00" East, a distance of 60.60 feet to a point of curvature; thence

7.) On a curve to the right, having a radius of 71.00 feet, an arc length of 88.62 feet to a point of tangency; thence

8.) South 19°- 21'- 00" West, a distance of 241.00 feet to a point of curvature; thence

9.) On a curve to the right, having a radius of 50.00 feet, an arc length of 71.91 feet to a point of reverse curvature;

thence

10.) On a curve to the left, having a radius of 80.00 feet, an arc length of 75.95 feet to a point of reverse curvature;

thence

11.) On a curve to the right, having a radius of 1,520.00 feet, an arc length of 156.46 feet; thence

12.) South 36°- 44'- 29" East, a distance of 30.00 feet; thence

13.) On a curve to the right, having a radius of 1,550.00 feet, an arc length of 240.02 feet to a point of compound curvature; thence

14.) On a curve to the right, having a radius of 533.00 feet, an arc length of 161.09 feet to a point of compound curvature; thence

15.) On a curve to the right, having a radius of 848.00 feet, an arc length of 200.77 feet to a point of compound curvature; thence

16.) On a curve to the right having a radius of 250.00 feet, an arc length of 172.87 feet to a point of tangency; thence

17.) North 47°- 22'- 00" West, a distance of 83.62 feet to a point of curvature; thence

18.) On a curve to the left, having a radius of 60.00 feet, an arc length of 48.01 feet to a point of reverse curvature;

thence

19.) On a curve to the right having a radius of 91.00 feet, an arc length of 101.99 feet to a point of tangency; thence

20.) North 29°- 00'- 00" West, a distance of 40.66 feet; thence

21.) North 25°- 12'- 00" West, a distance of 33.77 feet; thence

22.) North 64°- 48'- 00" East, a distance of 30.00 feet; thence

23.) North 25°- 12'- 00" West, a distance of 103.99 feet; thence

24.) North 0°- 10'- 00" East, a distance of 45.10 feet; thence

25.) North 12°- 08'- 00" East, a distance of 73.07 feet; thence

26.) North 34°- 38'- 00" East, a distance of 119.22 feet; thence

27.) North 56°- 57'- 00" East, a distance of 75.18 feet; thence

28.) South 81°- 45'- 00" East, a distance of 60.55 feet to a point of curvature; thence

29.) On a curve to the left, having a radius of 397.00 feet, an arc length of 230.07 feet to a point of tangency; thence

30.) North 65°- 02'- 45" East, a distance of 143.79 feet; thence

31.) North 87°- 38'- 00" East, a distance of 127.68 feet; thence

32.) North 68°- 50'- 00" East, a distance of 126.72 feet to the place or point of beginning.

Containing 15.15 acres of land more or less.

33' WIDE ACCESS ROAD EASEMENT DESCRIPTION

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following two (2) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of curvature; thence

B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly

bounds of a 33 foot wide Access Road Easement and the place or point of beginning

Running thence the following courses and distances:

1.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an

arc length of 21.86 feet to a point of tangency; thence

2.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence

3.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence

4.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence

5.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence

6.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence

7.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence

8.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence

9.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence

10.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95

11.) Along the same, South 68°- 50'- 00" West, a distance of 24.97 feet; thence

12.) Along the westerly bounds of the Access Road Easement, North 79°- 30'- 00" East, a distance of 81.35 feet; thence

13.) Along the same, North 85°- 34'- 00" West, a distance of 86.00 feet; thence

- 14.) Along the same, South 73°- 45'- 00" West, a distance of 55.00 feet; thence
- 15.) Along the same, North 77°- 34'- 00" West, a distance of 45.00 feet; thence
- 16.) Along the same, North 45°- 00'- 00" West, a distance of 75.00 feet; thence
- 17.) Along the same, North 50°- 53'- 00" West, a distance of 135.00 feet; thence
- 18.) Along the same, North 53°- 40'- 00" West, a distance of 215.00 feet; thence
- 19.) Along the same, North 15°- 34'- 00" West, a distance of 57.75 feet to a point of curvature; thence
- 20.) Along the same, on a curve to the left, having a radius of 15.00 feet, an arc length of 20.02 feet to a point
on the
southerly bounds of Prospect Road; thence
- 21.) Along the southerly bounds of Prospect Road, on a curve to the left, having a radius of 166.50 feet, an arc
length
of 58.20 feet to the place or point of beginning.

Containing 25,556 square feet or 0.587 acres of land more or less.

SURVEY

ENVIRONMENTAL EASEMENT DESCRIPTION

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following twelve (12) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

- A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of curvature; thence
- B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly bounds of a 33 foot wide Access Road Easement; thence
- C.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an arc length of 21.86 feet to a point of tangency; thence
- D.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence
- E.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence
- F.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence
- G.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence
- H.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence
- I.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence
- J.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence
- K.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence
- L.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95 feet to the place or point of beginning.

Running thence the following courses and distances:

- 1.) North 77°- 02'- 00" East, a distance of 110.11 feet; thence
- 2.) South 49°- 34'- 00" East, a distance of 130.28 feet; thence
- 3.) South 86°- 26'- 00" East, a distance of 33.70 feet; thence
- 4.) North 65°- 57'- 00" East, a distance of 56.45 feet; thence
- 5.) North 87°- 50'- 00" East, a distance of 92.15 feet; thence
- 6.) South 52°- 10'- 00" East, a distance of 60.60 feet to a point of curvature; thence
- 7.) On a curve to the right, having a radius of 71.00 feet, an arc length of 88.62 feet to a point of tangency; thence
- 8.) South 19°- 21'- 00" West, a distance of 241.00 feet to a point of curvature; thence
- 9.) On a curve to the right, having a radius of 50.00 feet, an arc length of 71.91 feet to a point of reverse curvature; thence
- 10.) On a curve to the left, having a radius of 80.00 feet, an arc length of 75.95 feet to a point of reverse curvature; thence
- 11.) On a curve to the right, having a radius of 1,520.00 feet, an arc length of 156.46 feet; thence
- 12.) South 36°- 44'- 29" East, a distance of 30.00 feet; thence
- 13.) On a curve to the right, having a radius of 1,550.00 feet, an arc length of 240.02 feet to a point of compound curvature; thence
- 14.) On a curve to the right, having a radius of 533.00 feet, an arc length of 161.09 feet to a point of compound curvature; thence
- 15.) On a curve to the right, having a radius of 848.00 feet, an arc length of 200.77 feet to a point of compound curvature; thence
- 16.) On a curve to the right having a radius of 250.00 feet, an arc length of 172.87 feet to a point of tangency; thence
- 17.) North 47°- 22'- 00" West, a distance of 83.62 feet to a point of curvature; thence
- 18.) On a curve to the left, having a radius of 60.00 feet, an arc length of 48.01 feet to a point of reverse curvature; thence
- 19.) On a curve to the right having a radius of 91.00 feet, an arc length of 101.99 feet to a point of tangency; thence
- 20.) North 29°- 00'- 00" West, a distance of 40.66 feet; thence
- 21.) North 25°- 12'- 00" West, a distance of 33.77 feet; thence
- 22.) North 64°- 48'- 00" East, a distance of 30.00 feet; thence
- 23.) North 25°- 12'- 00" West, a distance of 103.99 feet; thence
- 24.) North 0°- 10'- 00" East, a distance of 45.10 feet; thence
- 25.) North 12°- 08'- 00" East, a distance of 73.07 feet; thence
- 26.) North 34°- 38'- 00" East, a distance of 119.22 feet; thence
- 27.) North 56°- 57'- 00" East, a distance of 75.18 feet; thence
- 28.) South 81°- 45'- 00" East, a distance of 60.55 feet to a point of curvature; thence
- 29.) On a curve to the left, having a radius of 397.00 feet, an arc length of 230.07 feet to a point of tangency; thence
- 30.) North 65°- 02'- 45" East, a distance of 143.79 feet; thence
- 31.) North 87°- 38'- 00" East, a distance of 127.68 feet; thence
- 32.) North 68°- 50'- 00" East, a distance of 126.72 feet to the place or point of beginning.

Containing 15.15 acres of land more or less.

ENVIRONMENTAL EASEMENT DESCRIPTION

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following twelve (12) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

- A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of curvature; thence
- B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly bounds of a 33 foot wide Access Road Easement; thence
- C.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an arc length of 21.86 feet to a point of tangency; thence
- D.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence
- E.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence
- F.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence
- G.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence
- H.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence
- I.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence
- J.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence
- K.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence
- L.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95 feet to the place or point of beginning.

Running thence the following courses and distances:

- 1.) North 77°- 02'- 00" East, a distance of 110.11 feet; thence
- 2.) South 49°- 34'- 00" East, a distance of 130.28 feet; thence
- 3.) South 86°- 26'- 00" East, a distance of 33.70 feet; thence
- 4.) North 65°- 57'- 00" East, a distance of 56.45 feet; thence
- 5.) North 87°- 50'- 00" East, a distance of 92.15 feet; thence
- 6.) South 52°- 10'- 00" East, a distance of 60.60 feet to a point of curvature; thence
- 7.) On a curve to the right, having a radius of 71.00 feet, an arc length of 88.62 feet to a point of tangency; thence
- 8.) South 19°- 21'- 00" West, a distance of 241.00 feet to a point of curvature; thence
- 9.) On a curve to the right, having a radius of 50.00 feet, an arc length of 71.91 feet to a point of reverse curvature; thence
- 10.) On a curve to the left, having a radius of 80.00 feet, an arc length of 75.95 feet to a point of reverse curvature; thence
- 11.) On a curve to the right, having a radius of 1,520.00 feet, an arc length of 156.46 feet; thence
- 12.) South 36°- 44'- 29" East, a distance of 30.00 feet; thence
- 13.) On a curve to the right, having a radius of 1,550.00 feet, an arc length of 240.02 feet to a point of compound curvature; thence
- 14.) On a curve to the right, having a radius of 533.00 feet, an arc length of 161.09 feet to a point of compound curvature; thence
- 15.) On a curve to the right, having a radius of 848.00 feet, an arc length of 200.77 feet to a point of compound curvature; thence
- 16.) On a curve to the right having a radius of 250.00 feet, an arc length of 172.87 feet to a point of tangency; thence
- 17.) North 47°- 22'- 00" West, a distance of 83.62 feet to a point of curvature; thence
- 18.) On a curve to the left, having a radius of 60.00 feet, an arc length of 48.01 feet to a point of reverse curvature; thence
- 19.) On a curve to the right having a radius of 91.00 feet, an arc length of 101.99 feet to a point of tangency; thence
- 20.) North 29°- 00'- 00" West, a distance of 40.66 feet; thence
- 21.) North 25°- 12'- 00" West, a distance of 33.77 feet; thence
- 22.) North 64°- 48'- 00" East, a distance of 30.00 feet; thence
- 23.) North 25°- 12'- 00" West, a distance of 103.99 feet; thence
- 24.) North 0°- 10'- 00" East, a distance of 45.10 feet; thence
- 25.) North 12°- 08'- 00" East, a distance of 73.07 feet; thence
- 26.) North 34°- 38'- 00" East, a distance of 119.22 feet; thence
- 27.) North 56°- 57'- 00" East, a distance of 75.18 feet; thence
- 28.) South 81°- 45'- 00" East, a distance of 60.55 feet to a point of curvature; thence
- 29.) On a curve to the left, having a radius of 397.00 feet, an arc length of 230.07 feet to a point of tangency; thence
- 30.) North 65°- 02'- 45" East, a distance of 143.79 feet; thence
- 31.) North 87°- 38'- 00" East, a distance of 127.68 feet; thence
- 32.) North 68°- 50'- 00" East, a distance of 126.72 feet to the place or point of beginning.

Containing 15.15 acres of land more or less.

33' WIDE ACCESS ROAD EASEMENT DESCRIPTION

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following two (2) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

- A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of curvature; thence
- B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly bounds of a 33 foot wide Access Road Easement and the place or point of beginning

Running thence the following courses and distances:

- 1.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an arc length of 21.86 feet to a point of tangency; thence
- 2.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence
- 3.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence
- 4.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence
- 5.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence
- 6.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence
- 7.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence
- 8.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence
- 9.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence
- 10.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95
- 11.) Along the same, South 68°- 50'- 00" West, a distance of 24.97 feet; thence
- 12.) Along the westerly bounds of the Access Road Easement, North 79°- 30'- 00" East, a distance of 81.35 feet; thence
- 13.) Along the same, North 85°- 34'- 00" West, a distance of 86.00 feet; thence
- 14.) Along the same, South 73°- 45'- 00" West, a distance of 55.00 feet; thence
- 15.) Along the same, North 77°- 34'- 00" West, a distance of 45.00 feet; thence
- 16.) Along the same, North 45°- 00'- 00" West, a distance of 75.00 feet; thence
- 17.) Along the same, North 50°- 53'- 00" West, a distance of 135.00 feet; thence
- 18.) Along the same, North 53°- 40'- 00" West, a distance of 215.00 feet; thence
- 19.) Along the same, North 15°- 34'- 00" West, a distance of 57.75 feet to a point of curvature; thence
- 20.) Along the same, on a curve to the left, having a radius of 15.00 feet, an arc length of 20.02 feet to a point on the southerly bounds of Prospect Road; thence
- 21.) Along the southerly bounds of Prospect Road, on a curve to the left, having a radius of 166.50 feet, an arc length of 58.20 feet to the place or point of beginning.

Containing 25,556 square feet or 0.587 acres of land more or less.

33' WIDE ACCESS ROAD EASEMENT DESCRIPTION

ALL THAT CERTAIN PLOT, piece or parcel of land situate, lying and being in the Town of Blooming Grove, County of Orange and State of New York; being more particularly bounded and described as follows:

BEGINNING at a point located the following two (2) courses and distances from the intersection of southerly bounds of Prospect Road with the westerly bounds of Peddler Hill Road;

- A.) Along the southerly bounds of Prospect Road, South 38°- 11'- 57" West, a distance of 1,118.41 feet to a point of curvature; thence
- B.) Along the same, on a curve to the right, having a radius of 166.50 feet, an arc length of 86.37 feet to the easterly bounds of a 33 foot wide Access Road Easement and the place or point of beginning

Running thence the following courses and distances:

- 1.) Along the easterly bounds of said Access Road Easement, on a curve to the left, having a radius of 15.00 feet, an arc length of 21.86 feet to a point of tangency; thence
- 2.) Along the same, South 15°- 34'- 00" East, a distance of 42.50 feet; thence
- 3.) Along the same, South 53°- 40'- 00" East, a distance of 204.41 feet; thence
- 4.) Along the same, South 50°- 53'- 00" East, a distance of 137.50 feet; thence
- 5.) Along the same, South 45°- 00'- 00" East, a distance of 67.06 feet; thence
- 6.) Along the same, South 77°- 34'- 00" East, a distance of 26.92 feet; thence
- 7.) Along the same, North 73°- 45'- 00" East, a distance of 52.58 feet; thence
- 8.) Along the same, South 85°- 34'- 00" East, a distance of 93.77 feet; thence
- 9.) Along the same, South 79°- 30'- 00" East, a distance of 150.17 feet to a point on the northerly bounds of the Environmental Easement; thence
- 10.) Along the northerly bounds of the Environmental Easement, South 77°- 02'- 00" West, a distance of 49.95
- 11.) Along the same, South 68°- 50'- 00" West, a distance of 24.97 feet; thence
- 12.) Along the westerly bounds of the Access Road Easement, North 79°- 30'- 00" East, a distance of 81.35 feet; thence
- 13.) Along the same, North 85°- 34'- 00" West, a distance of 86.00 feet; thence
- 14.) Along the same, South 73°- 45'- 00" West, a distance of 55.00 feet; thence
- 15.) Along the same, North 77°- 34'- 00" West, a distance of 45.00 feet; thence
- 16.) Along the same, North 45°- 00'- 00" West, a distance of 75.00 feet; thence
- 17.) Along the same, North 50°- 53'- 00" West, a distance of 135.00 feet; thence
- 18.) Along the same, North 53°- 40'- 00" West, a distance of 215.00 feet; thence
- 19.) Along the same, North 15°- 34'- 00" West, a distance of 57.75 feet to a point of curvature; thence
- 20.) Along the same, on a curve to the left, having a radius of 15.00 feet, an arc length of 20.02 feet to a point on the southerly bounds of Prospect Road; thence
- 21.) Along the southerly bounds of Prospect Road, on a curve to the left, having a radius of 166.50 feet, an arc length of 58.20 feet to the place or point of beginning.

Containing 25,556 square feet or 0.587 acres of land more or less.