

Rensselaer County
Frank J Merola
County Clerk
Troy, New York 12180



60 2015 00484141

Volm-7637 Pg-165

Instrument Number: 2015- 00484141

Recorded On: October 27, 2015

As

~~Deed Agreement~~

Declaration

Parties: BASF CORP

To

NYS DEPT OF ENVIRONMENTAL CONSERVATION

Recorded By: KCS LAND RESEARCH CORP

Billable Pages: 6

Comment: DECLARATION

Num Of Pages: 7

**** Examined and Charged as Follows: ****

Deed Agreement	70.00	Coversheet	5.00
Recording Charge:	75.00		

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Rensselaer County, NY

File Information:

Document Number: 2015- 00484141
Receipt Number: 988953
Recorded Date/Time: October 27, 2015 02:23:44P
Book-Vol/Pg: Bk-R VI-7637 Pg-165
Cashier / Station: M L / Cashier Station 4

Record and Return To:

TAMARA M RABY
257 WEST GENESEE STREET
SUITE 400
BUFFALO NY 14202-2657



Frank J. Merola
Rensselaer County Clerk

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 22 day of September 2015, by BASF Coporation, a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 100 Park Avenue, Florham Park, New Jersey.

WHEREAS, BASF Corporation Closed Landfill (Site #V00521) is the subject of a Voluntary Cleanup Agreement executed by BASF Corporation as part of the New York State Department of Environmental Conservation's (the "Department's) Voluntary Cleanup Program, namely that parcel of real property located at the address of 70 Riverside Avenue in the City of Rensselaer, County of Rensselaer, State of New York, being the same as (or part of) that property conveyed to BASF Wyandotte Corporation by GAF Corporation by deed(s) dated March 31, 1978 and recorded on April 4, 1978 in the County of Rensselaer County Clerk's Office in Liber and Page 746 (Book 1300), and being more particularly described in Schedule "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, BASF Corporation, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Schedule "B" and made a part hereof.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils. The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy,

Return to:
Edward M. Koby / AECOM
257 West Genesee St Ste 400
Buffalo NY 14202-2657

which are described in the SMP, unless in each instance the owner first obtains a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for **its current use as a wildlife refuge and educational center** without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Rensselaer County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department.

Sixth, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the Voluntary Cleanup Agreement requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

By: [Signature]



Print Name: Robert N. Smith

Title: Vice President Date: 9/22/15

Grantor's Acknowledgment

STATE OF New Jersey

) s.s.:

COUNTY OF Morris)

On the 22nd day of September, in the year 2015, before me, the undersigned, personally appeared Robert N. Smith, 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 New Jersey~~



SCHEDULE "A"

LEGAL DESCRIPTION PORTION OF LANDS NOW OR FORMERLY OF
BASF WYANDOTTE CORP.
CITY OF RENSSELAER, COUNTY OF RENSSELAER, STATE OF NEW YORK

All that certain tract, piece or parcel of land situate, lying and being in the City of Rensselaer, County of Rensselaer, State of New York, lying Northwesterly of and adjacent to Port Access Highway, and being more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the division line between the lands now or formerly of BASF Wyandotte Corp. on the West and the lands now or formerly of CSX Rail Corporation on the East with the Northwesterly boundary of Port Access Highway (1989) and runs thence from said point of beginning along the Northwesterly and Westerly boundary of said Port Access Highway the following three (3) courses: 1) South 53 deg. 50 min. 47 sec. West 174.42 feet to a point; 2) thence South 32 deg. 18 min. 38 sec. West 224.72 feet to a point; and 3) thence South 06 deg. 47 min. 58 sec. West 332.51 feet to a point; thence North 62 deg. 31 min. 02 sec. West through the lands now or formerly of BASF Wyandotte Corp. along the proposed Northeasterly boundary of Lot 1, a distance of 591.77 feet to a point; thence continuing through the lands now or formerly of BASF Wyandotte Corp. along the Easterly and Southerly boundary of proposed Lot 3 the following two (2) courses: 1) North 06 deg. 23 min. 52 sec. East 505.59 feet to a point; and 2) thence South 84 deg. 45 min. 59 sec. East 783.73 feet to a point on the above first mentioned division line between the lands now or formerly of BASF Wyandotte Corp. on the West and the lands now or formerly of CSX Rail Corporation on the East; thence South 08 deg. 04 min 16 sec. West along the said above first mentioned division line 81.96 feet to the point or place of beginning and containing 8.94 acres of land, more or less.

SCHEDULE "B"



