



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

**THIS INDENTURE** made this 16<sup>th</sup> day of June, 2020 between Owner(s) Orange and Rockland Utilities, Inc., having an office at 1 Blue Hill Plaza, Pearl River, New York 10965, 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 3 Pat Malone Drive in the Village of Suffern, 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 number: Section 54.34 Block 1 Lot 4, being the same as that property conveyed to Grantor by deed dated December 12, 2008 and recorded in the Rockland County Clerk's Office in Instrument No. 2008-00054413. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.008 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 31, 2018 and last revised on February 6, 2020 prepared by Joseph D. Greenaway P.L.S, 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 Order on Consent Index Number: D3-0001-98-03 and D3-0001-99-01, 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);

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Rockland 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;

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

(6) 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;

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

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

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

(10) 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 as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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, at such time as NYSDEC may require, 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



communicating notices and responses to requests for approval.

7. **Recordation.** Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in 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.

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.

11. **Consistency with the SMP.** To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**

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

Orange and Rockland Utilities, Inc:

By: *Laure Silberfeld*

Print Name: Laure Silberfeld

Title: Director, Real Estate Date: 6/1/2020

**Grantor's Acknowledgment**

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

On the 1<sup>st</sup> day of June, in the year 20 20, before me, the undersigned, personally appeared Laure Silberfeld, 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 York

**MICHAEL S. DAVI**  
Notary Public, State of New York  
No. 01DA8314221  
Qualified in Nassau County  
Commission Expires Nov. 3, 2022



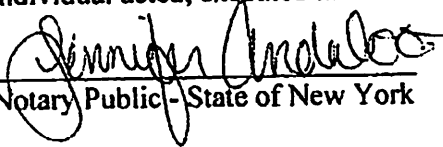
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,**

By:   
Michael J. Ryan, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 16<sup>th</sup> day of June, in the year 2020, before me, the undersigned, personally appeared Michael J. Ryan, 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.

  
Notary Public - State of New York

JENNIFER ANDALORO  
Notary Public, State of New York  
No. 02AN6098246  
Qualified in Albany County  
Commission Expires January 14, 2024

**SCHEDULE "A" PROPERTY DESCRIPTION**

Environmental Easement  
To Be Acquired By  
New York State Department of Environmental  
Conservation  
From Orange & Rockland Utilities, Inc.  
Parcel No. 2  
Contains: 1.008 acres

All that tract or parcel of land situate in the Village of Suffern, County of Rockland, State of New York, and being more precisely described as follows:

**Beginning** at a 5/8-inch rebar with a 1 1/4-inch diameter yellow plastic cap marked "Donald R. Stedge LSPC (0.1 feet below grade) found on the easterly line of a parcel of land conveyed by Stern & Stern, LLC to the Village of Suffern by deed dated July 30, 2010 and recorded in the Rockland County Clerks Office on October 12, 2010 as Instrument No. 2010-37130, said rebar having New York State plane coordinates (NAD83/2011 – East Zone) of 831,649.99 feet North and 587,122.56 feet East;

thence along the northerly lines of the Village of Suffern, the following two courses and distances:

1. North 42 degrees 23 minutes 07 seconds West a distance of 24.77 feet to a found 5/8-inch rebar with a 1 1/4 –inch diameter yellow plastic cap marked "Donald R. Stedge LSPC" (flush with grade);
2. South 63 degrees 20 minutes 49 seconds West a distance of 60.00 feet to a 5/8-inch with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton NY" (hereinafter referred to as a 5/8-inch rebar) set on the easterly line of a parcel of land conveyed by Erie Land and Improvement Company to Rockland Light and Power Company by deed dated July 1, 1954 and recorded in the Rockland County Clerk's Office on August 9, 1954 in Liber 585 of Deeds at Page 199

thence along the easterly and northerly lines of the Rockland Light and Power Company, the following three courses and distances:

1. North 26 degrees 20 minutes 39 seconds West a distance of 12.00 feet to a point;
2. South 63 degrees 21 minutes 14 seconds West a distance of 210.00 feet to a point;
3. North 26 degrees 38 minutes 46 seconds West a distance of 156.00 feet to a 1-inch iron pipe (0.3 feet below grade) found on the easterly line of a parcel of land conveyed by Consolidated Rail Corporation to the State of New Jersey by deed dated March 31, 1979 and recorded in the Rockland County Clerk's Office on May 5, 1983 in Liber 6741 of Deeds at Page 682, said course passing over a 5/8-inch rebar (0.5 feet below grade) found at a distance of 129.90 feet;

thence along the northerly and easterly lines of the State of New Jersey, the following four courses and distances:

1. North 59 degrees 22 minutes 29 seconds East a distance of 239.00 feet to a set 5/8-inch rebar;
2. South 39 degrees 42 minutes 01 seconds East a distance of 152.70 feet to a found 1-inch iron pipe (extends 0.1 feet above grade);
3. North 58 degrees 29 minutes 46 seconds East a distance of 17.05 feet to a found 5/8-inch rebar with a 1 1/4-inch diameter yellow plastic cap marked "Donald R. Stedge LSPC" (flush with grade);
4. South 14 degrees 24 minutes 55 seconds East a distance of 62.53 feet to the **Point of Beginning**.

To contain 1.008 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

The above described parcel of land is intended to be the same premises conveyed by Econo Truck Body and Equipment, Inc. to Orange and Rockland Utilities, Inc. by deed dated December 12, 2008 and recorded in the Rockland County Clerk's Office on December 19, 2008 as Instrument No. 2008-54413.

The above mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), and projected on the New York State Plan Coordinate System (East Zone).

**Historic Deed: Instrument No. 2008-00054413**

All that certain plot, piece or parcel of land situate in the Village of Suffern, Town of Ramapo, County of Rockland, State of New York, being more particularly bounded and described as follows:

Commencing at a point on the corner formed by the intersection of the easterly side of Orange Avenue with the southerly side of Lafayette Avenue;

Running thence from said point, North 19 degrees 50 minutes West, 82.68 feet;

Thence North 70 degrees 10 minutes East, 207.63 feet to the point or place of beginning;

Running thence South 03 degrees 10 minutes 20 seconds East, 62.50 feet;

Thence North 30 degrees 56 minutes 00 seconds West, 24.84 feet;

Thence South 75 degrees 07 minutes 00 seconds West, 60.00 feet;

Thence North 14 degrees 35 minutes 00 seconds West, 12.00 feet;

Thence South 74 degrees 30 minutes 00 seconds West, 210.00 feet;

Thence North 15 degrees 30 minutes 00 seconds West, 156.00 feet;

Thence North 70 degrees 40 minutes 00 seconds East, 239.00 feet;

Thence South 28 degrees 30 minutes 00 seconds East, 152.70 feet;

Thence North 70 degrees 10 minutes 00 seconds East, 17.00 feet to the point or place of beginning.

