

ENVIRONMENTAL NOTICE

THIS ENVIRONMENTAL NOTICE is made the ^{9th} day of *September* 2011, by the New York State Department of Environmental Conservation (Department), having an office for the transaction of business at 625 Broadway, Albany, New York 12233

WHEREAS, that parcel of real property located at the address of Military Road in the Town of Russia, County of Herkimer and State of New York, known and designated on the tax map of the County Clerk of Herkimer and tax map parcel numbers: in Section Block and lot # 089.1-2-29.2, being the same as that property conveyed by deed dated January 25, 1982 and recorded in the office of the Herkimer County Clerk on January 25, 1982 in book 680 of deeds at page 784. Commencing from the easterly side of Bromley road to the westerly side of Rose Valley, County of Herkimer, State of New York, the property being more particularly described in Metes and Bounds description and attached hereto as Appendix "A" to this notice and made a part hereof, and hereinafter referred to as "the Property" and is the subject of a remedial program performed by the Department; and

WHEREAS, the Department approved a cleanup to address contamination disposed at the Property and such cleanup was conditioned upon certain limitations.

NOW, THEREFORE, the Department provides notice that:

FIRST, the part of lands subject to this Environmental Notice is as shown on a map attached to this Notice as Appendix "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 disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results or may result in a significantly increased threat of harm or damage at any site as a result of exposure to soils. A violation of this provision is a violation of 6 NYCRR 375-1.1 1(b)(2).

THIRD, no person shall disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, including but not limited to those engineering controls described in the SMP and listed below, unless in each instance they first obtain a written waiver of such prohibition from the Department or Relevant Agency.

FOURTH, the owners of the Property shall prohibit the Property from ever being used for purposes other than for its current land use as a landfill without the express written waiver of such prohibition by the Department or Relevant Agency.

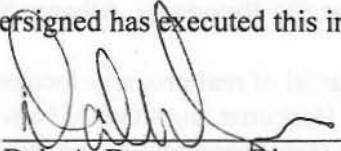
FIFTH, the no person shall use the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency. Use of the groundwater

without appropriate treatment may result in a significantly increased threat of harm or damage at any site.

SIXTH, it is a violation of 6 NYCRR 375-1.11(b) to use the Property in a manner inconsistent with this environmental notice.

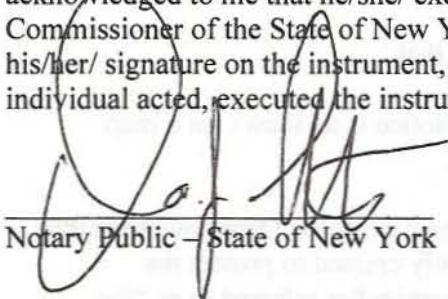
IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

By:


Dale A. Desnoyers, Director
Division of Environmental Remediation

STATE OF NEW YORK) ss:
COUNTY OF ALBANY)

On the 9th day of September in the year 2011, before me, the undersigned, personally appeared Dale Desnoyers, 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

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

Rose Valley Landfill
Military Road
County of Herkimer
Tax Map: 089.1-2-29.2

APPENDIX "A"

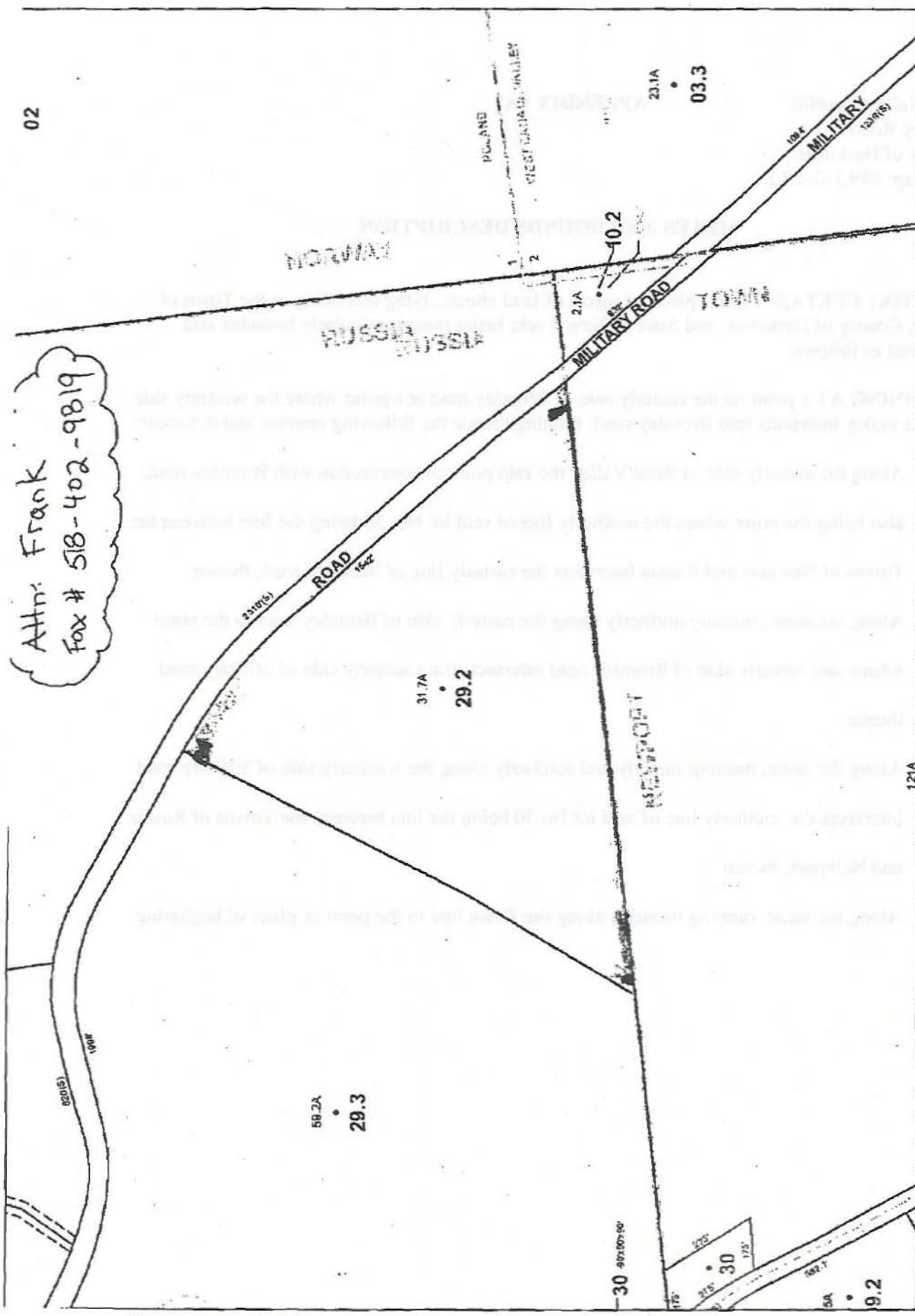
METES AND BOUNDS DESCRIPTION

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

BEGINNING AT a point on the easterly side of Bromley road at a point where the westerly side of Rose valley intersects into Bromley road; running thence the following courses and distances:

- 1) Along the easterly side of Rose Valley the said point of intersection with Bromley road;
also being the point where the southerly line of said lot No. 30 being the line between the Towns of Newport and Russia intersects the easterly line of Bromley road; thence
- 2) Along the same, running northerly along the easterly side of Bromley road to the point where said easterly side of Bromley road intersects the southerly side of Military road; thence
- 3) Along the same, running easterly and southerly along the southerly side of Military road intersects the southerly line of said lot No.30 being the line between the Towns of Russia and Newport; thence
- 4) Along the same, running westerly along the Town line to the point or place of beginning

Attn: Frank
 Fax # 518-402-9819



T/O RUSSIA



1 inch = 400 feet





Chicago Title Insurance Company

Rochester Office
19 West Main Street, Suite 100
Rochester, NY 14614
Office 585-546-6350
Fax: 585-546-4236

Email: susan.hindmarsh@ctt.com

Last Owner Report

Date: 3/4/11

Chicago Title Search No.: 1116-98055 AECOM Site #622017

Address: Military Road SBL #089.1-2-29.2

Town of Russia County: Herkimer

A Last Owner Search has been conducted against the name(s) of Gerald Crouch at the property located at Military Road SBL #089.1-2-29.2 from 12/27/1981 to 2/19/2011 in the Herkimer County Clerk's Office:

Bargain & Sale Deed by Elizabeth Scardina to Gerald Crouch recorded 1/25/82 in Book 680 at page 784

Mortgage by Gerald H. Crouch to The Oneida National Bank and Trust Company of Central NY for \$22,000.00 recorded 1/25/82 in Book 456 at page 936

Mortgage by Gerald H. Crouch to The Oneida National Bank and Trust Company of Central NY for \$19,000.00 in Book 471 at page 609

Chicago Title of New York does hereby certify that the records of the above governmental agency were examined. The information reported above is true and accurate of the information reported therein and no liability is assumed. This report is submitted for information purposes only.

8001680 p47 784

A 221—Statutory Form G. Receipt and Ack. Bond,
with Certificate against Creditors—Indentured.
THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

This Indenture,

Made the ^{28th} day of December nineteen hundred
and Eighty ONE
Between ELIZABETH SCARDINA, 7604 13th Avenue, Brooklyn, New York

party of the first part,
and GERALD CROUCH, Star Route 8, Cold Brook, New York,

party of the second part,
Witnesseth, that the party of the first part, in consideration of Ten and no/100 -
(\$10.00) ----- Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part
does hereby grant and release unto the party of the second part, his heirs
and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ruasia, County
of Herkimer, New York described in Schedule A annexed hereto.

SCHEDULE "A"

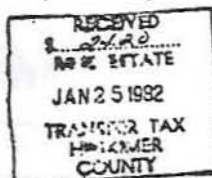
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Russia, County of Herkimer, New York being part of Lot No. 30 in the Third Allotment of the Royal Grant and bounded as follows:

Beginning at a point on the easterly side of Bromley Road at a point where the easterly side of Rose Valley Road intersects into Bromley Road; said point also being the point where the southerly line of said Lot No. 30 being the line between the Towns of Newport and Russia intersects the easterly line of Bromley Road; thence running northerly along the easterly side of Bromley Road to the point where said easterly side of Bromley Road intersects the southerly side of Military Road; then running easterly and southerly along the southerly side of Military Road to the point where said southerly side of Military Road intersects the southerly line of said Lot No. 30 being the line between the Towns of Russia and Newport; then running westerly along said Town line to the point or place of beginning. Subject to easements and restrictions of record.

Being a portion of the premises conveyed by Clarence L. Sneath and Wilma M. Sneath to John L. Scardina and Elizabeth Scardina by deed dated November 9, 1964 and recorded in the Herkimer County Clerk's Office in Book 572 of deeds at page 44.

Subject to lease granted to Sneath Realty, Inc. a memorandum of which was recorded in the Herkimer County Clerk's office on November 21, 1972 in book 624 of deeds at page 907, which lease was assigned to Gerald Crouch by assignment recorded in book 624 of deeds at page 910.

That John L. Scardina died in Brooklyn, New York on July 31, 1981 leaving surviving him his wife, Elizabeth Scardina.



00908

BOOK 680 PAGE 786
Together

with the appertenance and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, his heirs and assigns forever.

And the said party of the first part

covenant that she has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

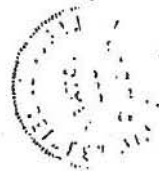
In presence of:

X Elizabeth Scardina L.S.
Elizabeth Scardina

L.S.

L.S.

L.S.



1893

State of Virginia } ss:
 County of Fairfax
 On the 25th day of December nineteen hundred and
 before me came ELIZABETH SCARDINA



to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.

James D. High
 Notary Public - State of Virginia
Fairfax Co. - Comm. Exp. Nov 22, 1982

State of } ss:
 County of

On the _____ day of _____ nineteen hundred and _____
 before me came _____ the subscribing
 witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly
 sworn, did depose and say that he resides in _____

that he knows

_____ to be the individual described in, and who
 executed the foregoing instrument; that he, said subscribing witness, was present, and saw
 execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

112923

ELIZABETH SCARDINA

TO

GERALD CROUCH

Deed

Dated, _____ 19____

The land affected by the within instrument lies in _____

RECORD AND RETURN TO

E. Basloe

BASLOE, BASLOE & GALLAGHER, P.C.
 Attorneys at Law
 100 11th Main Street
 Herkimer, New York 13350

ST. T. OF NEW YORK
 RESERVE DEPT. OF RECORDS & ADMINISTRATION
 JAN 25 2 49 PM '82
 BOOK 680 OF DEEDS
 PAGE 787 EXAMINED
 Clerk

112923

REAL PROPERTY MORTGAGE TO SECURE DEBTS

Dated Jan. 25 1982

By Gerald H. Crouch.

RD. Newport, New York

Address

to THE ONEIDA NATIONAL BANK AND TRUST COMPANY OF CENTRAL NEW YORK, a national banking corporation with its principal office at 268 Genesee Street, Utica, New York,

MEANING OF WORDS

"I", "me" and "my" refer to each person who signs this mortgage and to each person who signs an agreement to assume this mortgage.

"Bank" means The Oneida National Bank and Trust Company of Central New York and anyone else who owns this mortgage.

"Debt" means any and all indebtedness of every kind which I may presently or in the future owe the Bank up to but not exceeding \$2000.00 which debt is evidenced by the following identified paper now held by Bank Note

dated Jan 25 1982

GHC "Property" means the real property located at Rose Valley Road,
RD. Newport, N.Y. (Address)

consisting of land described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Russia, County of Herkimer, New York being part of Lot No. 30 in the Third Allotment of the Royal Grant and bounded as follows:

Beginning at a point on the easterly side of Bromley Road at a point where the easterly side of Rose Valley Road intersects into Bromley Road; said point also being the point where the southerly line of said Lot No. 30 being the line between the Towns of Newport and Russia intersects the easterly line of Bromley Road; thence running northerly along the easterly side of Bromley Road to the point where said easterly side of Bromley Road intersects the southerly side of Military Road; then running easterly and southerly along the southerly side of Military Road to the point where said southerly side of Military Road intersects the southerly line of said Lot No. 30 being the line between the Towns of Russia and Newport; then running westerly along said Town line to the point of place of beginning. Subject to easements and restrictions of record.

Being a portion of the premises conveyed by Clarence L. Sneath and Wilma M. Sneath to John L. Scardina and Elizabeth Scardina by deed dated November 9, 1964 and recorded in the Herkimer County Clerk's Office in Book 572 of deeds at page 44.

Subject to lease granted to Sneath Realty, Inc. a memorandum of which was recorded in the Herkimer County Clerk's office on November 21, 1972 in book 624 of deeds at page 907, which lease was assigned to Gerald Crouch by assignment recorded in book 624 of deeds at page 910.

That John L. Scardina died in Brooklyn, New York on July 31, 1981 leaving surviving him his wife, Elizabeth Scardina.

Being the same premises being transferred to Gerald Crouch this date by Elizabeth Scardina, 7604 13th Avenue, Brooklyn, New York.

9. COLLECTION OF DEBT BY FORECLOSURE OR DIRECT ACTION.

In case of a default and Bank calls the defaulted Debt, Bank may sue me (1) directly for same, or (2) foreclose this mortgage which will result in the Property being sold as one Parcel to pay the defaulted Debt. If the sale does not bring enough to pay allowable foreclosure costs and the defaulted Debt, I can be sued for the balance.

10. RECEIVER. If Bank calls the defaulted Debt, it can have a court appointed Receiver to take any rents or other income produced by the Property.

11. BANK MAY PAY TAXES, INSURANCE PREMIUMS AND ANY PAYMENTS DUE ON PRIOR MORTGAGES. If I do not pay the taxes, assessments and water charges on the Property, or the premiums to keep the required insurance in effect or the installments of interest or principal due on any prior mortgage on the Property, Bank may do so and add such payments to my Debt.

I acknowledge receipt of a copy of this mortgage.

Handwritten signature

STATE OF NEW YORK, COUNTY OF *Herkimer* SS.1

On this *24* day of *January*, 19*82* before me, the subscriber, personally appeared *Robert H. Clark*, to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and he duly acknowledged to me that *he* executed the same.

Handwritten signature

STATE OF NEW YORK
HERKIMER COUNTY
RECORDED/FILED/UDO:

JAN 25 2 50 PM '82

BOOK *452 OF Mortgages*

PAGE *226* EXAMINED

Madison N. Conroy
CLERK

112824

10 -

RY 808

I DO HEREBY CERTIFY THAT I HAVE RECEIVED ON THE WITHIN
MORTGAGE *110.00* RECORDING FEE (UNLESS OTHER IN
SPECIAL ADDITIONAL MORTGAGE RECORDING FEE *55.00*
DATE *1/25* BY *Ray Clark*
RECORD # *112824* BY *CLERK* (CLERK)

REAL PROPERTY MORTGAGE TO SECURE DEBTS

BOOK 471 PAGE 609

Dated Nov 13 1964

By Bernard H. Crouchi

R. D. Crouchi
Address

to THE ONEIDA NATIONAL BANK AND TRUST COMPANY OF CENTRAL NEW YORK, a national banking corporation with its principal office at 268 Genesee Street, Utica, New York.

MEANING OF WORDS

"I", "me" and "my" refer to each person who signs this mortgage and to each person who signs an agreement to assume this mortgage.

"Bank" means The Oneida National Bank and Trust Company of Central New York and anyone else who owns this mortgage.

"Debt" means any and all indebtedness of every kind which I may presently or in the future owe the Bank up to but not exceeding \$19000.00 which debt is evidenced by the following identified paper now held by Bank

NOTE (MORT) \$10,000.00 12/1/64 No. 101-823376

"Property" means the real property located at Rose Valley Rd
R. D. Crouchi (Address)

consisting of land described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Russia, County of Herkimer, New York being part of Lot No. 30 in the Third Allotment of the Royal Grant and bounded as follows:

Beginning at a point on the easterly side of Bromley Road at a point where the easterly side of Rose Valley Road intersects into Bromley Road; said point also being the point where the southerly line of said Lot No. 30 being the line between the Towns of Newport and Russia intersects the easterly line of Bromley Road; thence running northerly along the easterly side of Bromley Road to the point where said easterly side of Bromley Road intersects the southerly side of Military Road; then running easterly and southerly along the southerly side of Military Road to the point where said southerly side of Military Road intersects the southerly line of said Lot No. 30 being the line between the Towns of Russia and Newport; then running westerly along said Town line to the point of place of beginning. Subject to easements and restrictions of record.

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Being the same premises being transferred to Gerald Crouchi this date by Elizabeth Scardina, 7604 13th Avenue, Brooklyn, New York.

9. COLLECTION OF DEBT BY FORECLOSURE OR DIRECT ACTION.
In case of a default and Bank calls the defaulted Debt, Bank may sue me (1) directly for same, or (2) foreclose this mortgage which will result in the Property being sold as one Parcel to pay the defaulted Debt. If the sale does not bring enough to pay allowable foreclosure costs and the defaulted Debt, I can be sued for the balance.

10. RECEIVER. If Bank calls the defaulted Debt, it can have a court appointed Receiver to take any rents or other income produced by the Property.

11. BANK MAY PAY TAXES, INSURANCE PREMIUMS AND ANY PAYMENTS DUE ON PRIOR MORTGAGES. If I do not pay the taxes, assessments and water charges on the Property, or the premiums to keep the required insurance in effect or the installments of interest or principal due on any prior mortgage on the Property, Bank may do so and add such payments to my Debt.

I acknowledge receipt of a copy of this mortgage.

[Signature]

STATE OF NEW YORK, COUNTY OF

SS.:

On this 37th day of Nov, 1984, before me, the subscriber, personally appeared Barbara H. O'Connell, to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

[Signature]

NOTARY PUBLIC
NEW YORK

47.50
9500

134775

1400

OK 505

STATE OF NEW YORK, HERKIMER COUNTY
Recorded on the 16th day of Aug, 1984
at 1:42 o'clock P.M. by Notary Public
of Herfordsburg
at price 600 and examined
Marjorie A. Campagna CLERK

I DO HEREBY CERTIFY THAT I HAVE RECEIVED ON THE WITHIN
MORTGAGE \$ 2200 RECEIVED FOR THE PURPOSES THEREOF
SPECIAL ADDITIONAL NOTARIAL FEE SHOWING TAB 1 47.50
DATED August 16, 1984
Notary Public
NOTARY PUBLIC OF HERKIMER COUNTY, N.Y.

113-173

TO THE HONORABLE SENATE OF THE STATE OF NEW YORK:
I have the honor to acknowledge the receipt of your
favorable letter of the 10th inst. in relation to the
above entitled bill, and in reply to inform you that the
same has been passed by the Senate on the 12th inst.

Very respectfully,
Your obedient servant,
J. B. CROSSLAND, Secretary.

THE SENATE OF THE STATE OF NEW YORK,
January 12, 1884.
Approved by the Senate on the 12th inst.

Attest:
J. B. CROSSLAND, Secretary.

STATE OF NEW YORK.

IN SENATE,
January 12, 1884.

REPORT OF THE
COMMISSIONER OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
ON THE 10TH INST. RELATIVE TO THE LANDS BELONGING
TO THE STATE.

ALBANY:
J. B. CROSSLAND, PRINTER.
1884.

113-173

113-173