

Christina L. Lotz  
Seneca County Clerk  
1 Di Pronio Drive, Waterloo, NY 13165

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Instrument Number: 2021- 00055914

As

Recorded On: November 04, 2021

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Parties: UNITES STATES OF AMERICA

To

NEW YORK STATE PEOPLE OF

Recorded By: SENECA COUNTY

Num Of Pages: 21

Comment: ENVIRONMENTAL/EASE

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

c Recording No Fee	0.00	TP-584 No Fee	0.00		
Recording Charge:	0.00				
	Amount	Consideration Amount	RS#/CS#		
Transfer Tax	0.00	0.00	TT 350	Basic	0.00
TOWN OF VARICK				Local	0.00 Special Additional 0.00
				Additional	0.00 Transfer 0.00
Tax Charge:	0.00				

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

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

**File Information:**

**Record and Return To:**

Document Number: 2021- 00055914	SENECA COUNTY IDA
Receipt Number: 83923	1 DIPRONIO DR
Recorded Date/Time: November 04, 2021 09:13:12A	WATERLOO NY 13165
Book-Vol/Pg: Bk-DEED VI-1043 Pg-245	
Cashier / Station: K Merkley / Cash Station 1	



*Christina L. Lotz*

Christina L. Lotz  
Seneca County Clerk

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**ENVIRONMENTAL EASEMENT  
SENECA ARMY DEPOT SITES:  
SEAD 12, SEAD 70, SEAD 002-R-01, SEAD 003-R-01, SEAD  
007-R-1, and SEAD 46**

**THIS INDENTURE** made this 31<sup>st</sup> day of September, 2021, between the United States of America (the "Grantor"), acting by and through the Interim Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, and the People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner") 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 of Environmental Conservation ("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 of ensuring the potential 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 the hazardous waste; and

**WHEREAS**, the Grantor, is the owner of real property located in the Town of Varick, Seneca County, New York known, which was acquired via the WWII National Defense Act of 1941, and identified as Seneca Army Depot (SEAD) parcels: "SEAD 12 A & B", "SEAD 12C, Buildings 813/814, 815, 816, and 817", "SEAD 12 Building 819", "SEAD 13, 46, 002-R-01", "SEAD 70", "SEAD 72 Building 803", "SEAD 57, SEAD 003-R-01", and "SEAD 007-R-01", comprising approximately 283 acres, and hereinafter more particularly described in **Exhibit A**, attached hereto and made a part hereof (the "Controlled Property"); and

**WHEREAS**, the Commissioner does hereby acknowledge that 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 at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36.

## **EXHIBIT "A"**

### **LEGAL DESCRIPTIONS**

**Legal Description of  
24.65 acres Parcel SEAD 12 A & B  
Historic Solid Waste Management Unit  
Radioactive Waste Burial Sites, Pits A, B and C**

All that tract or parcel of land containing 24.65 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a point having grid coordinates of N = 1016151; E = 744268 of the New York State Plane Coordinate System of 1983, Central Zone, Transverse Mercator Conformal projection of the North American Datum of 1983;

1. Thence North 87° 32' 32" East, a distance of 862.79 feet to a point;
2. Thence South 46° 55' 31" East, a distance of 168.39 feet to a point;
3. Thence South 02° 37' 33" East, a distance of 1004.05 feet to a point;
4. Thence North 89° 46' 02" West, a distance of 984.04 feet to a point;
5. Thence North 02° 29' 56" West, a distance of 1078.03 feet to a point; to said point being the Point or Place of Beginning.

**Legal Description of  
20.41 Acres Parcel of SEAD 12C, Buildings 813/814, 815, 816, and 817  
Historic Solid Waste Management Unit**

All that tract or parcel of land containing 20.41 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a point having grid coordinates of N = 1014425; E = 744327 of the New York State Plane Coordinate System of 1983, Central Zone, Transverse Mercator Conformal projection of the North American Datum of 1983;

1. Thence North  $87^{\circ} 26' 06''$  East, a distance of 692.69 feet to a point;
2. Thence South  $01^{\circ} 31' 39''$  East, a distance of 1350.48 feet to a point;
3. Thence South  $88^{\circ} 32' 43''$  West, a distance of 630.20 feet to a point;
4. Thence North  $04^{\circ} 11' 54''$  West, a distance of 1338.59 feet to a point; to said point being the Point or Place of Beginning.

**Legal Description of  
.71 Acre SEAD 12 Building 819  
Historic Solid Waste Management Unit**

All that tract or parcel of land containing 0.71 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a point having grid coordinates of N = 1013603; E = 742603 of the New York State Plane Coordinate System of 1983, Central Zone, Transverse Mercator Conformal projection of the North American Datum of 1983;

1. Thence North 90° 00' 00" East, a distance of 248.00 feet to a point;
2. Thence South 00° 00' 00" East, a distance of 151.00 feet to a point;
3. Thence South 89° 38' 31" West, a distance of 160.00 feet to a point;
4. Thence North 30° 04' 07" West, a distance of 175.64 feet to a point; to said point being the Place of Beginning.

**Legal Description of  
150.961 Acres Parcel SEAD 13, 46, 002-R-01 [EOD 2 & 3]**

All that tract or parcel of land containing 150.961 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a set 5/8-inch iron rod (N 1007735.02, E 747199.98):

1. Thence North 88° 58' 40" East 3305.57 feet to a set iron rod (N 1007793.99 E 750505.03);
2. Thence South 02° 25' 11" East 2344.13 feet to a set iron rod (N 1005451.95 E 750603.99)
3. Thence South 88° 18' 40" West 1319.57 feet to a set iron rod (N 1005413.06 E 749285.00)
4. Thence North 53° 23' 59" West 856.95 feet to a set iron rod (N 1005924.00 E 748597.02)
5. Thence North 70° 18' 42" West 1400.97 feet to a set iron rod (N 1006395.99 E 747277.96)
6. Thence North 03° 19' 58" West 1341.29 feet to the Point of Beginning, containing 150.961 acres.

The iron rods described above as "set" are 5/8 by 30-inch iron rods with an aluminum cap stamped "Fisher Associates".

**Legal Description of  
4.492 Acres Parcel SEAD 70**

All that tract or parcel of land containing 4.492 acres (195,674.264 square feet), more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

From a point of beginning, in the NAD 1983 State Plane New York Central FIPS 3102 (US Feet) coordinate system, the point being the northwestern point of the property, with a latitude of 740,538 feet, and a longitude of 1,007,420 feet, for the parcel herein described:

1. Thence from said POINT OF BEGINNING proceed North  $87^{\circ} 21' 36''$  East a distance of 347.369 feet
2. Thence from said corner proceed South  $02^{\circ} 03' 57''$  East a distance of 499.325 feet
3. Thence from said corner proceed South  $86^{\circ} 26' 29''$  West a distance of 402.776 feet
4. Thence from said corner proceed North  $06^{\circ} 51' 26''$  West a distance of 318.277 feet
5. Thence from said corner proceed North  $82^{\circ} 24' 19''$  East a distance of 90.797 feet
6. Thence from said corner proceed North  $04^{\circ} 45' 49''$  West a distance of 180.624 feet back to the Point of Beginning.

**Legal Description of  
.05 Acre Parcel SEAD 72 Building 803  
Historic Solid Waste Management Unit,  
Mixed Hazardous Waste Storage Facility**

All that tract or parcel of land containing 0.05 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a point having grid coordinates of N = 1015851; E = 743457 of the New York State Plane Coordinate System of 1983, Central Zone, Transverse Mercator Conformal projection of the North American Datum of 1983;

1. Thence North 85° 59' 09" East, a distance of 57.14 feet to a point;
2. Thence South 04° 45' 49" East, a distance of 36.12 feet to a point;
3. Thence South 87° 02' 21" West, a distance of 58.08 feet to a point;
4. Thence North 03° 16' 14" West, a distance of 35.06 feet to a point; to said point being the Place of Beginning.



**Legal Description of  
39.034 Acres Parcel SEAD 57, SEAD 003-R-01**

All that tract or parcel of land containing 39.034 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a set 5/8-inch iron rod (N 1010095.99, E 739624.00):

1. Thence North 88° 32' 15" East 1098.36 feet to a set iron rod (N 1008776.94 E 739663.00);
2. Thence South 01° 41' 37" East 1319.63 feet to a set iron rod (N 1008745.96 E 739246.00)
3. Thence South 85° 45' 04" West 418.14 feet to a set iron rod (N 1008443.03 E 739270.03)
4. Thence North 04° 32' 02" East 303.88 feet to a set iron rod (N 1008423.13 E 738546.02)
5. Thence North 88° 25' 31" West 724.28 feet to a set iron rod (N 1009193.94 E 737774.08)
6. Thence North 00° 41' 52" West 1644.95 feet to the Point of Beginning, containing 39.034 acres.

The iron rods described above as "set" are 5/8 by 30-inch iron rods with an aluminum cap stamped "Fisher Associates".

**Legal Description of  
42.468 Acres Parcel SEAD 007-R-01**

All that tract or parcel of land containing 42.468 acres, more or less, situate on land of now or formerly the Seneca Army Depot, in the Town of Varick, County of Seneca, State of New York, and being more particularly bounded and described as follows:

Beginning at a set 5/8-inch iron rod (N 1009189.97, E 736720.04):

1. Thence North 89° 47' 04" East 1054.05 feet to a set iron rod (N 1007482.98 E 737778.07);
2. Thence South 00° 08' 01" East 1710.96 feet to a set iron rod (N 1007475.01 E 736672.03)
3. Thence South 89° 35' 13" West 1106.07 feet to a set iron rod (N 1010067.96 E 738525.99)
4. Thence North 01° 36' 13" East 1715.63 feet to the Point of Beginning, containing 42.468 acres.

The iron rods described above as "set" are 5/8 by 30-inch iron rods with an aluminum cap stamped "Fisher Associates".

**NOW THEREFORE**, in consideration of the covenants and mutual promises contained herein, and in order to implement the land use restrictions identified in the “Final Record of Decision SEAD 46, SEAD 003-R- 01 (SEAD 57), SEAD 70, SEAD 002-R-01 and SEAD 007-R-01 (Seneca AD Munitions Response Sites) and SEAD 70 (Parsons, 2017)” and “Final Record of Decision the Radioactive Waste Burial Sites (SEAD 12) and the Mixed Hazardous Waste Storage Facility (SEAD 72) (Parsons, 2015)”, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property for the purposes 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 a perpetual Environmental Easement that runs with the land to establish the institutional controls described in Paragraph 2, below, restricting the use of the Controlled Property; to provide the Grantee access to the Controlled Property to inspect same for compliance with the said restrictions as more particularly described in Paragraph 3, below; and to comply with the requirements pertaining to such easements set forth in § 71-3605 of the ECL.

## **2. INSTITUTIONAL CONTROLS**

The Grantee shall have the following rights which shall comprise the institutional controls restricting the use of the Controlled Property and which shall run with the land and which are binding on the Grantor and the Grantor’s assigns, in perpetuity, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. Residential and Restricted-Residential Use Prohibited. The parcels of the Controlled Property identified in **Exhibit A** as “SEAD 12C, Buildings 813/814, 815, 816, and 817”, “SEAD 57, SEAD 003-R-01”, and “SEAD 007-R-01”, and a portion of “SEAD 13” comprising “SEAD 46, 002-R-01 [EOD-2], and 002-R-01 [EOD-3]” depicted in **Exhibit C**, attached hereto and made a part hereof, shall be used solely for commercial purposes as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and industrial purposes as described in 6 NYCRR Part 375-1.8(g)(2)(iv), and not for Residential or Restricted Residential purposes as defined in 6 NYCRR 375-1.8(g)(2)(i) and (ii). The restriction to commercial and industrial uses applies to all areas within the said Controlled Properties. Future owners or users of land within the said Controlled Properties may request a waiver from said restriction on a location by location basis at such time as the concentrations of hazardous substances are reduced to levels that allow for unlimited exposure and unrestricted use. The owner or user making such a request must develop and submit with the request sufficient data and information, subject to review and approval by the Grantee and the U.S. Environmental Protection Agency (“EPA”), to substantiate its request that the identified location is suitable for unlimited exposure and unrestricted use. Hunting activities and non-intrusive habitat improvement are considered conservation and wildlife management activities and are excluded from the residential and outdoor recreational activities defined here. Public access, including walking tours, camping, bird watching, intermittent visits, etc. are not permitted in the MRS sites. 3R training is required for any persons accessing the MRS sites.

B. Ground Water Use Prohibited. The Grantee shall have the right to prohibit the access to or use of the groundwater beneath the portion of the Controlled Property identified as a portion of SEAD 12C, as depicted in **Exhibit B**, attached hereto and made a part hereof, and a portion of SEAD 13 as depicted in **Exhibit C**, for any purpose until groundwater standards as set forth in the *Final Record of Decision for the Radioactive Waste Burial Sites (SEAD 12) and the Mixed Waste Storage Facility (SEAD*

72) *Seneca Army Depot Activity, March 2015* ("SEAD 12 ROD"), the *Final Record of Decision for Seventeen SWMUs Requiring Land Use Controls* (SEADs 13, 39, 40, 41, 43/56/69, 44A, 44B, 52, 62, 64B, 64C, 64D, 67, 122B, and 122E). *Seneca Army Depot Activity (SEDA), March 2007* and the *Final Decision Document – Mini Risk Assessment for SEAD 13, Inhibited Red Fuming Nitric Acid [IRFNA] Disposal Area, July, 2004* ("SEAD 13 ROD") are achieved, except insofar as it may be necessary for the Army to carry out its responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended. For the purposes of this provision, the term "ground water" shall have the same meaning as in section 101(12) of CERCLA. The Grantor covenants and agrees for itself and its assigns that it shall not access or use, or allow access to or use of, the ground water beneath the portion of the Controlled Property identified as SEAD 12 and SEAD 13 for any purpose until groundwater standards as set forth in the SEAD 12 ROD are achieved, except insofar as it may be necessary for the Army to carry out its responsibilities under CERCLA, without obtaining the prior written approval of the Department and the Army.

#### C. Excavation Restrictions.

(1) Excavation activities anywhere on the Controlled Property will require the Grantor and its assigns to provide construction support to address potential presence of munitions that may be Munitions & Explosive of Concern (MEC) under the criteria agreed upon between the Grantor and Grantee. The Grantee will provide entities authorized to conduct ground disturbing or intrusive activities the Army's 3Rs Explosives Safety Construction Guide. (The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (a) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (b) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (c) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard (32 CFR § 179.3).)

(2) The Grantor represents that, to the best of its knowledge, MEC is not present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property.

(3) The Department of Defense ("DoD") Explosives Safety Board defines "construction support" as assistance provided by DoD, Explosives Ordnance Disposal (EOD) or Unexploded Ordnance - UXO-qualified personnel or by personnel trained and qualified for operations involving chemical agent (CA), regardless of configuration, during intrusive construction activities on property known or suspected to contain UXO, other munitions that may have experienced abnormal environments (e.g., DMM), munitions constituents in high enough concentrations to pose an explosive hazard, or CA, regardless of configuration, to ensure the safety of personnel or resources from any potential explosive or CA hazards. This support, which may be provided on-site or on-call, is limited to identifying whether a munition or suspect munition encountered poses an explosive hazard.

Future owners under the Land Use Control (LUC), which was selected as part of an environmental remedial action response and this Environmental Easement, are required to obtain commercial construction support from personnel that meet the qualification requirements of Unexploded Ordnance Qualified Personnel (UXOQP) as outlined in the current DoD Explosives Safety Board's Technical Paper 18, Minimum Qualifications for Personnel Conducting Munitions and Explosives of Concern-Related Activities. At a minimum, one UXOQP must be present on-site to support construction activities undertaken in parcels to which the Environmental Easement applies. However, the Army remains responsible for addressing DoD military munitions that may be encountered. Construction support is provided by trained specialists (e.g., UXO qualified-personnel) to monitor a site and avoid, detect, identify, and manage buried metallic objects (referred to as anomalies) to ensure safety during ground- disturbing activities (e.g., planting plants, constructing a building, laying utilities, making road improvements) on property known or suspected to contain munitions.

(4) The Grantor will provide an Annual Update to the Grantee: A 3Rs Report (Recognize, Retreat, Report) Explosives Safety Education for property users, through the distribution of 3Rs Explosives Safety educational material (see 3Rs.mil).

(5) If the Grantee, any subsequent owner, or any other person should encounter a munition on the Property, they shall immediately stop intrusive or ground- disturbing work in the area or in adjacent areas and shall not approach, touch, disturb, or move it, but shall immediately notify the local police department so that appropriate EOD personnel can be requested to evaluate and remove such munitions as required under applicable law and regulations.

D. Use of Buildings 813 and 814 and New Construction Prohibited. The Grantee shall have the right to prohibit the use of existing Buildings 813 and 814 on the Controlled Property and the constructions of any new occupiable space or structure within 50 feet of both the perimeter of Buildings 813 and 814 and 50-foot radius of monitoring well MW12-37, as depicted on **Exhibit B**. This prohibition will remain until a vapor intrusion study is conducted by and at the sole expense of the owner of the Controlled Property and the Army, the Department, and the EPA determine that potential risks from vapor intrusion from volatile organic compounds ("VOCs") in the soil and/or groundwater under the Controlled Property do not pose an unacceptable risk or hazard to users or occupants of the said Buildings 813 and 814 or any new occupiable space or structure on the above-described portions of the Controlled Property. The Grantor covenants and agrees for itself and its assigns that it shall not use Building 813 and/or Building 814 on the Controlled Property or construct any new occupiable space or structure within 50 feet of the perimeter of the said Buildings 813 and 814 and a 50 foot radius of said monitoring well MW12- 37 until such time as the Department, the EPA, and the Army determine that potential risks from vapor intrusion from VOCs in the soil and/or groundwater under the Controlled Property do not pose an unacceptable risk or hazard to users or occupants of the said Buildings 813 and 814 or any new occupiable space or structure on the above described portions of the Controlled Property.

E. Provision of Notice Required. The Grantor covenants and agrees for itself and its assigns that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 15-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. Incorporation of Environmental Easement. The Grantor covenants and agrees for itself and its assigns 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. Annual Certification Required. The Army shall, annually from the date of this Environmental Easement, or within such additional time as the Department may allow, submit to the Department, and provide a copy to the U.S. Environmental Protection Agency Region II, a written statement that the institutional controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the said controls employed at the Controlled Property were approved by the Department, the Army, and U.S. Environmental Protection Agency Region II, and that nothing has occurred that would impair the ability of any such control to protect the public health and environment; constitute a violation or failure to comply with any such institutional controls; or prevent access to the Controlled Property to evaluate continued maintenance of such controls.

### **3. RIGHT TO ENTER AND INSPECT**

The Grantee, its agents, employees, or other representatives of the Grantee may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above- stated institutional controls.

### **4. RESERVED GRANTOR'S RIGHTS**

The Grantor reserves to itself and its assigns all such rights and privileges in and to the Controlled Property not inconsistent with the terms of this Environmental Easement.

### **5. ENFORCEMENT**

A. This Environmental Easement is enforceable in law or equity in perpetuity by the Grantor (including, but not limited to, the Army and U.S. Environmental Protection Agency Region II), the 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 Controlled Property. 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.

B. The Grantee, the Army or U.S. Environmental Protection Agency Region II, shall notify the owner of the Controlled Property of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how the owner of the Controlled Property can cure such breach or suspected breach and give the owner of the Controlled Property a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure (or any extensions granted by Grantee, the Army or U.S. Environmental Protection Agency Region II), the Grantee, the Army or U.S. Environmental Protection Agency Region II, shall notify the owner of the Controlled Property of any failure to adequately cure the breach or suspected breach. The owner of the Controlled Property shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, the Grantee, the Army or U.S. Environmental Protection Agency Region II, may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

C. The failure of Grantee, the Army and/or U.S. Environmental Protection Agency Region II, to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement in the event of a subsequent breach of, or noncompliance with, any of the terms of this Environmental Easement.

## **6. NOTICE**

Whenever notice to the Grantee (including the annual certification) or approval from the Grantee, U.S. Environmental Protection Agency Region II, or the Army is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/identification number and address its correspondence to:

Division of Environmental Enforcement  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

U.S. Environmental Protection Agency Region II  
Superfund & Emergency Management Division, Federal  
Facilities Section 290 Broadway, 18th Floor  
New York, New York  
10007-1866

Headquarters,  
Department of the Army  
ATTN: DAIM-ZA  
600 Army Pentagon  
Washington, DC 20310-0600

With a copy to:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

Such correspondence shall be delivered by hand, or by registered mail or by certified mail and return receipt requested. The above entities may provide for other means of receiving and communicating notices and responses to requests for approval.

#### **7. RECORDATION**

The 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 Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

#### **8. AMENDMENT**

This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation, agreed in writing by the Army, and filed with the office of the recording officer for the county or counties where the Controlled 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 executed by the Commissioner of the New York State Department of Environmental Conservation, agreed in writing by the Army, and filed with the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

#### **10. OPPORTUNITY TO REVIEW AND COMMENT**

The Grantee shall provide the U.S. Environmental Protection Agency Region II with a notice of, and a reasonable opportunity to review and comment upon, requested approvals or actions under this Environmental Easement, including without limitation requests for amendment pursuant to Paragraph 8 hereof and extinguishment pursuant to Paragraph 9 hereof.



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

UNITED STATES OF AMERICA

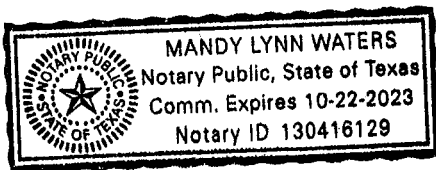
By: Paula S. Johnson-Muic  
Paula S. Johnson-Muic  
Interim Director of Real Estate  
Headquarters, U.S. Army Corps of Engineers

Grantor's Acknowledgment

STATE OF TEXAS       )  
                                  ) ss:  
COUNTY OF TARRANT )

I, Mandy L. Waters, a Notary Public, in and for the State of Texas, County of Tarrant, do hereby certify that Paula S. Johnson-Muic, Interim Director of Real Estate, Headquarters, U. S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

Given under my hand and seal this 30th day of September, 2021.

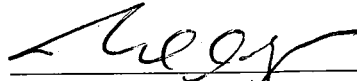


Mandy L. Waters  
Notary Public

My commission expires the 22nd day of October, 2023.

**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

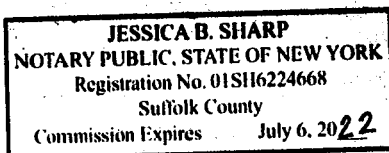
**Grantee's Acknowledgment**

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

On the 27<sup>th</sup> day of Sept, in the year 2021, 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



# EXHIBIT B



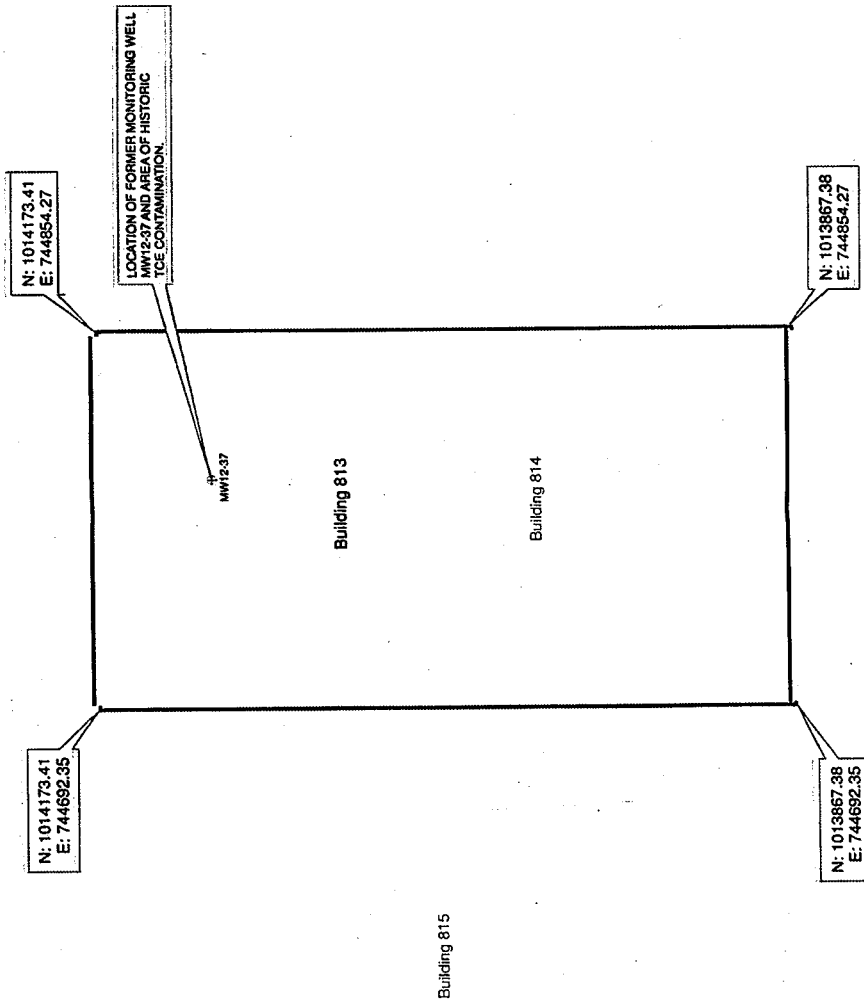
## LEGEND:



PROPOSED LIMITS OF  
LAND USE CONTROL (LUC)

## NOTES:

1. THE PROPOSED LIMITS OF THE LAND USE CONTROL (LUC) WERE DELINEATED BASED ON GROUNDWATER DATA COLLECTED DURING THE RI AND SRI.
2. THE PROPOSED LUC WOULD LIMIT USE AND ACCESS TO BUILDINGS 813/814 OR THE CONSTRUCTION OF INHABITABLE STRUCTURES (TEMPORARY OR PERMANENT) ABOVE THE AREA WHERE TRICHLOROETHENE CONTAMINATED GROUNDWATER AND SOIL WERE IDENTIFIED UNTIL A VAPOR INTRUSION STUDY IS CONDUCTED IN THE BUILDING(S) OR IN THE RESTRICTED AREA AND SHOWS THAT RESIDUAL CONCENTRATIONS OF VOLATILE ORGANIC COMPOUNDS, IF PRESENT, DO NOT POSE RISK TO FUTURE OCCUPANTS OF THE STRUCTURES; AND THE IMPLEMENTATION, MONITORING, AND MAINTENANCE OF A LUC TO PROHIBIT ACCESS TO AND USE OF GROUNDWATER IN THE VICINITY OF BUILDINGS 813/814 AND FORMER MONITORING WELL MW12-37 UNTIL GROUNDWATER STANDARDS ARE ACHIEVED.
3. HORIZONTAL DATUM IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83). NEW YORK STATE PLANE CENTRAL ZONE (FT.)



**PARSONS**

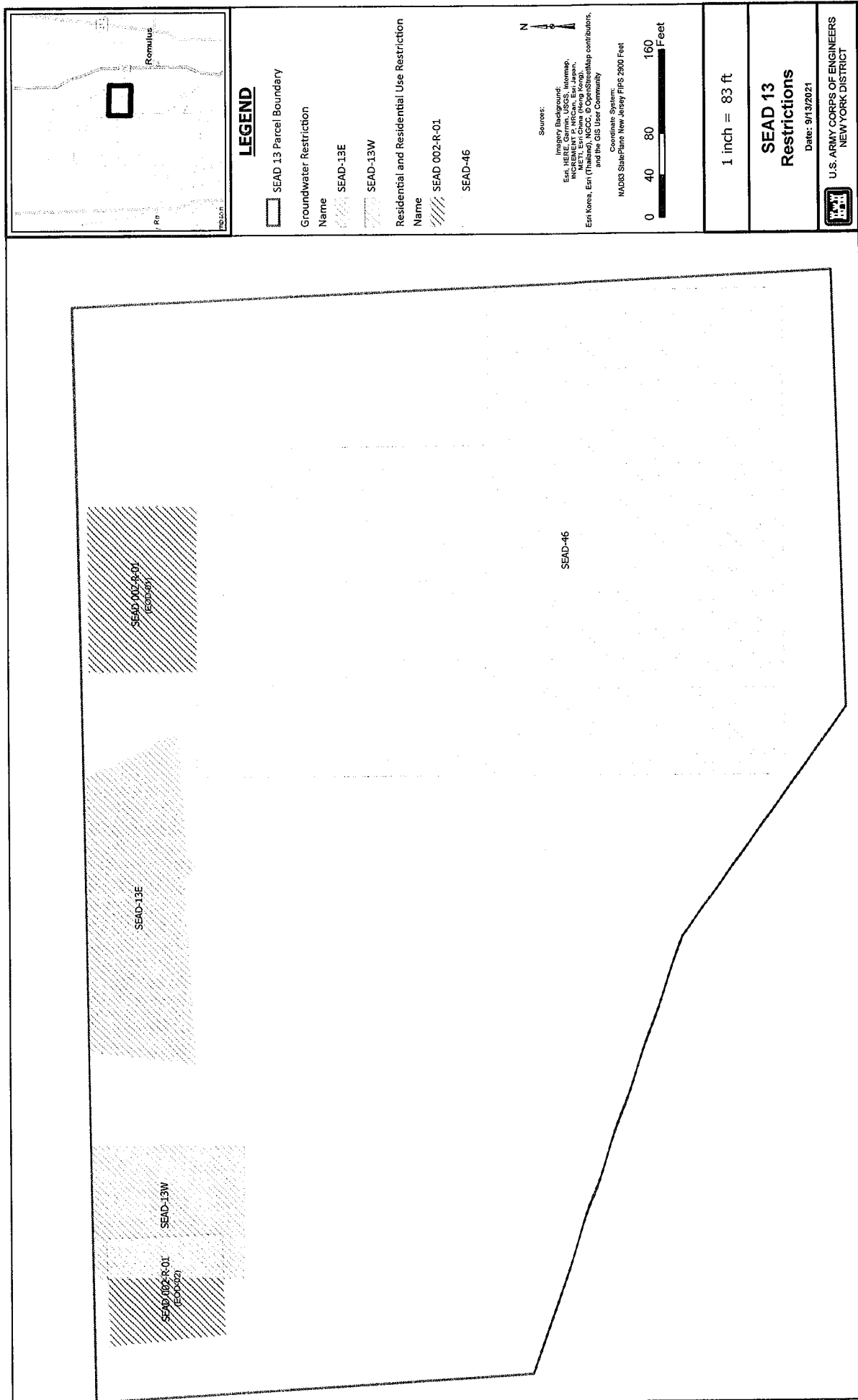
SENECA ARMY DEPOT ACTIVITY  
RECORD OF DECISION FOR  
SEAD-12 AND SEAD-72

FIGURE 1-1  
EXTENT OF  
LAND USE CONTROL

SCALE: 1" = 50'

DATE: MAR. 2015

# Exhibit C



# Exhibit C

