

ACCESS STIPULATION

for

PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL CONSERVATION LAW

This agreement made this 12 day of Aug, 2011 between Dean E. Wildrick and Cheryl Wildrick whose address is 8354 Jackson Hill Road, Cuba, New York 14727 hereinafter referred to as "Owner," and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the Department," pursuant to the above cited law,

WITNESSETH:

WHEREAS, the Owner represents as follows:

(a) That the Owner owns the real property shown on the attached sketch map, or some right, title or interest therein, which property is described briefly as follows:

<u>Section</u>	<u>Block</u>	<u>Lot</u>
168.00	01.00	05.000

(b) That said ownership consists of fee title interest in said property, title to which was acquired by the Owner at the time and in the manner following:

Deed: Recorded in the Allegany County Clerk's Office on 09/09/66 in Liber 567 on Page 410.

(c) That said property is free and clear of all leases, tenancies, easements, or contracts of sale, except any mortgages of record.

WHEREAS, said property was, or will be, entered upon and occupied by the Department, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law (ECL) § 27-1309.3, 4 and ECL § 1313.8, and particularly for the purpose of conducting site management (SM) activities involving an assessment of the groundwater conditions downgradient of the Cuba Municipal Waste Inactive Hazardous Waste Disposal Site (Site No. 902012). Activities will include sampling of existing groundwater monitoring wells MW-7 and MW-10 along with the installation, development and sampling of a new bedrock monitoring well, MW-10D, within the area covered by said entry. The new monitoring well will be installed within the first water-bearing unit within the bedrock near existing MW-10 to a depth of approximately 75 feet deep (refer to MW- 10D proposed location on the enclosed figure). The well will be installed as an open borehole with a steel casing.

NOW THEREFORE, the parties hereto agree as follows:

1. This Agreement is to facilitate the entry of the Department and its Agents onto the property referenced herein to conduct activities authorized by the New York State ECL. It shall not convey any interest in the subject property to the State of New York.
2. A minimum 72-hour notification will be given to the Owner prior to entry for multi-level groundwater monitoring well re-development and/or sampling.
3. The OWNER will permit entry on and use of the property by the Department, its agents, employees, contractors and representatives for a period not to exceed five years from the date hereof until **August 31, 2016**. Such right of entry includes the right to:
 - operate a work area;
 - remove there from any material generated from the Department's work activities;
 - conduct groundwater sampling for analysis;
 - collection of groundwater samples;
 - carry on any activity necessary for the re-development and sampling of a groundwater monitoring well together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work.
4. The Department covenants that all work to be performed hereunder will be done at no cost or expense to the Owner; provided, however, this does not constitute a waiver of any rights the Department may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
5. Prior to the termination of this agreement, the Department, at its cost and expense, will restore the property to its former condition, by reseeding and revegetating but not including replacement of large trees.
6. The Department's contractor has comprehensive general liability insurance for the activities conducted on this site. The Department will cooperate with the Owner in pursuing with the insurer any claim that may arise.

This AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, this AGREEMENT has been executed on the day and date first above written.

8/12/11
Date

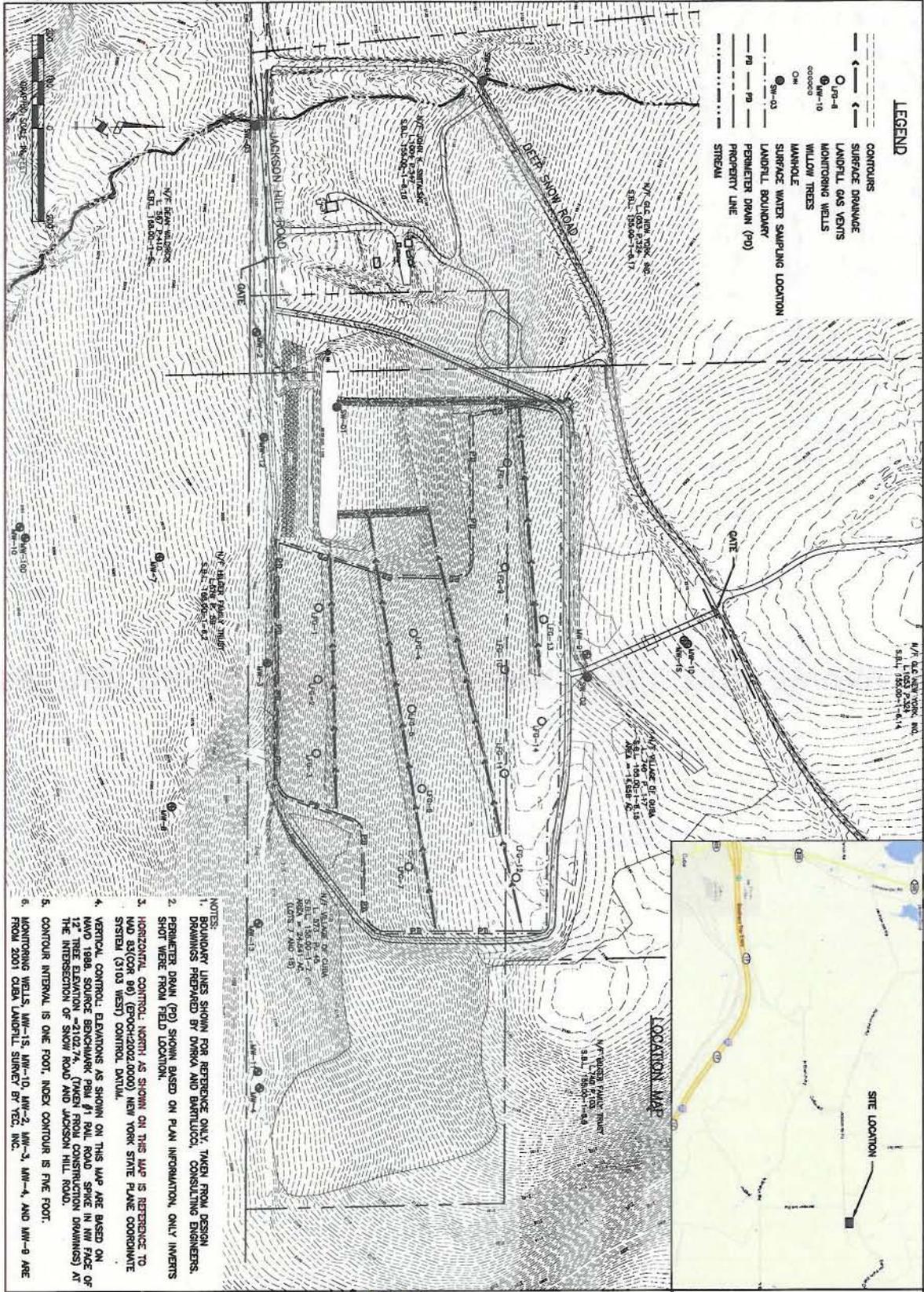
Therese Wildrick
Owner

8/12/11
Date

Cheryl S. Wildrick
Owner

AUG 25 2011
Date

New York State Department of
Environmental Conservation
Sal A. Desnayers
Director, Division of Environmental Remediation



				CUBA LANDFILL SITE CUBA, NEW YORK		SITE LOCATION AND LAYOUT			
PROJECT MGR.	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	SCALE	PROJECT NO.	FILE NAME	DRAWING NO.	FIGURE
CJC	MEM	JRM	CJC	AUGUST 2011	AS SHOWN	14474.36	CUBA SITE.DWG	-	1