

Incorporated  
*Village Of Haverstraw*

**DEPUTY MAYOR**  
FRANCISCO BATISTA

**TRUSTEES**  
RAFAEL BUENO  
EMILY DOMINGUEZ  
THOMAS WATSON, JR.

**MAYOR**  
MICHAEL F. KOHUT

Municipal Building  
40 New Main Street  
Haverstraw, New York 10927  
Tele: (845) 429-0300 Fax: (845) 429-0353

**CLERK/TREASURER**  
JUDITH R. CURCIO

**VILLAGE ATTORNEY**  
J Nelson Hood Jr.

August 9, 2012

**RECEIVED**

AUG 13 2012

**OFFICE OF  
GENERAL COUNSEL**

Benjamin Conlon  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233

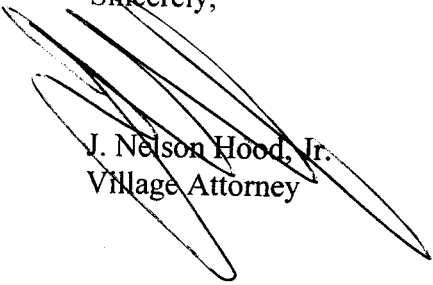
Re: Environmental Easement for Warren Court ("Site")  
Site ID No.: B00203-3  
Haverstraw, Rockland County

Dear Mr. Conlon:

Enclosed is a copy of the filed easement together with the original final title insurance policy.

If you need anything else, please contact me any time.

Sincerely,

  
J. Nelson Hood, Jr.  
Village Attorney

JNHJ/dt  
Encs.

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# Fidelity National Title Insurance Company

POLICY NO.: NY2015-10-H-3872-2012.2730632-85409246

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (6/17/06)**  
**With New York Coverage Endorsement Appended**  
Issued by  
**Fidelity National Title Insurance Company**

*Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.*

### COVERED RISKS

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:*

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

*The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.*

*IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.*

Countersigned: \_\_\_\_\_  
Authorized Signatory  
Alexander F. Sarro

NY2015 H-3872  
Hudson Valley Abstract Company  
118 Maple Avenue  
New City, NY 10956  
Tel: (914) 634-8794  
Fax: (914) 634-7254

2730632 (5/07)

**Fidelity National Title Insurance Company**



By:

ATTEST \_\_\_\_\_ President

Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or

waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**SCHEDULE B**

POLICY NO: 2730632-85409246

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Utility easements in Liber 248 page 816 and as Instrument No. 2009-41900.
2. Covenants in Liber 104 page 1383.
3. Notes, easements, restrictions, etc., as shown on filed map #5936.
4. Notes, easements, restrictions, etc., as shown on filed map #8141.
5. The exact amount of acreage is not insured.
6. Survey dated January 3, 2011 made by ATZL, SCATASSA & ZIGLER shows no encroachments or variations with lot lines.

## SCHEDULE C

TITLE NUMBER: H-3872  
POLICY NUMBER: 2730632-85409246

AN ENVIRONMENTAL EASEMENT Covering ALL that certain plot, piece, or parcel of land situate, lying and being in the Village of Haverstraw, Town of Haverstraw, County of Rockland and State New York, being more fully bounded and described as follows:

BEGINNING at a point located at the point of intersection formed by the westerly right-of-way line of McKenzie Avenue with the southerly right-of-way line of Anthony J. Morina Drive; running thence along the northerly, westerly and southerly line of lands now or formerly of James (Tax Lots 27.37-1-37 and 27.37-1-38) the following four (4) courses and distances:

- (1) On a curve to the left along said southerly right-of-way line of Anthony J. Morina Drive having a radius of 15.00 feet, an arc length of 23.56 feet;
- (2) N82-18-32W, 80.00 feet still along said southerly right-of-way line of Anthony J. Morina Drive;
- (3) S07-41-28W, 118.00 feet;
- (4) S82-22-32E, 5.93 feet; thence
- (5) S03-01-58W, 77.56 feet along the westerly line of lands now or formerly of Cooper (Tax Lot 27.37-1-39); running thence along the northerly and westerly line of lands now or formerly of Gamboli (Tax Lot 27.37-1-13) the following two (2) courses and distances:
- (6) N80-26-31W, 36.05 feet;
- (7) S00-22-08W, 78.99 feet; running thence along the northerly line of lands now or formerly of Jusino (Tax Lot 27.37-1-12) the following three (3) courses and distances:
- (8) S68-25-23W, 63.04 feet;
- (9) S18-47-43E, 10.01 feet;
- (10) S73-52-09W, 15.02 feet; thence
- (11) N18-47-43W, 57.08 feet along the easterly line of lands now or formerly of Rocky River Realty Corp. (Tax Lot 27.37-1-11); thence
- (12) N26-40-39W, 108.00 feet along the northeasterly line of lands now or formerly of Burgos (Tax Lot 27.37-1-10) and DeMeluzio (Tax Lot 27.37-1-9); thence
- (13) N58-56-56W, 105.00 feet along the northeasterly line of lands now or formerly of DeMeluzio (Tax Lot 27.37-1-9) and Rodriguez (Tax Lot 27.37-1-8); thence

SCHEDULE C (Continued)

POLICY NO: 2730632-85409246

- (14) N63-56-44W, 36.00 feet along the northeasterly line of lands now or formerly of Slade (Tax Lot 27.37-1-7); thence
- (15) N68-58-44W, 254.88 feet along the northerly line of lands now or formerly of St. Peter's Church (Tax Lot 27.37-1-6 and 27.37-1-5); thence
- (16) N21-01-16E, 178.46 feet along the easterly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4); thence
- (17) N88-01-30E, 388.10 feet along the southerly line of lands now or formerly of Broadhaver Realty Corp. (Tax Lot 27.05-2-1); thence
- (18) S81-40-13E, 119.27 feet along the southerly line of lands now or formerly of Orange & Rockland Utilities Inc. (Tax Lot 27.05-2-6); running thence along the westerly and southerly line of lands now or formerly of Fermaid (Tax Lot 27.37-1-35 and 27.37-1-36) the following three (3) courses and distances:
- (19) S07-41-28W, 121.15 feet;
- (20) S82-18-32E, 83.01 feet along the northerly right-of-way line of Anthony J. Morina Drive;
- (21) On a curve to the left connecting the northerly right-of-way line of Anthony J. Morina Drive with the westerly right-of-way line of McKenzie Avenue having a radius of 15.00 feet, an arc length of 21.80 feet; running thence along the westerly right-of-way line of McKenzie Avenue the following two (2) courses and distances:
- (22) On a curve to the left having a radius of 425.00 feet, an arc length of 46.15 feet;
- (23) S07-41-28W, 32.21 feet to the point or place of BEGINNING.

Consisting of 3.811 acres of land.



# Fidelity National Title Insurance Company

## STANDARD NEW YORK ENDORSEMENT

### (OWNER'S POLICY)

Attached to and made a part of the Policy Number: 2730632-85409246

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

DATED: January 18, 2012

\_\_\_\_\_  
Authorized Signatory

Fidelity National Title Insurance Company



BY

*Robert M. ...*

President

ATTEST

*[Signature]*

Secretary



Paul Piperato, County Clerk  
1 South Main St Ste 100  
New City, NY 10956  
(845) 638-5070

## Rockland County Clerk Recording Cover Sheet

Received From :  
HUDSON VALLEY ABSTRACT CO  
118 MAPLE AVE  
NEW CITY, NY 10956

Return To :  
HUDSON VALLEY ABSTRACT CO  
118 MAPLE AVE  
NEW CITY, NY 10956

Method Returned : FILE CABINET

**First GRANTOR**

HAYERSTRAW VILLAGE OF

**First GRANTEE**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Index Type : Land Records

Instr Number : 2012-00009413

Book : Page :

Type of Instrument : Easement

Type of Transaction : Ease, Rightway, A/Rent

Recording Fee : \$0.00

Recording Pages : 12

The Property affected by this instrument is situated in Haverstraw, in the County of Rockland, New York

**Real Estate Transfer Tax**

RETT # : 2759

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$0.00

State of New York

County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 03/13/2012

At (Recorded Time) : 9:34:00 AM



Doc ID - 024125580012

Paul Piperato, County Clerk



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

**THIS INDENTURE** made this 17<sup>th</sup> day of FEBRUARY, 2012 between Owner(s) Village of Haverstraw, having an office at 40 New Main Street, Haverstraw, 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 Warren Court Fields, McKenzie Avenue in the Village of Haverstraw, 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 numbers: Section 27.37 Block 1 Lot 14-34, being the same as that property conveyed to Grantor by deed dated April 7, 1999 and recorded in the Rockland County Clerk's Office in Instrument No. 1999-40812, 40814, 40818, 40820, 40821, 40825, 40827, 40829, 40831, 40833, 40834, 40835, 40838, 40840, 40842, 40845, 40848, 40851, 40853, 40855, 40858. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.811 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 11, 2011 prepared by John R. Atzl, 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 State Assistance Contract Number: C302659, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), 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)** if current land use is selected, enter current use.

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

(5) 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;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

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

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

(9) 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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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 annually, or such time as NYSDEC may allow, 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

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. 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. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor 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 Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: B00203-3  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and 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

[6/11]

recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

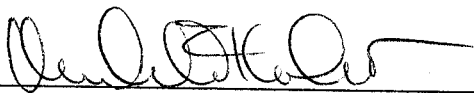
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated 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.

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

Village of Haverstraw:

By: 

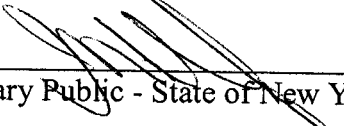
Print Name: MICHAEL F. KOTTUR

Title: MAYOR Date: 12/19/11

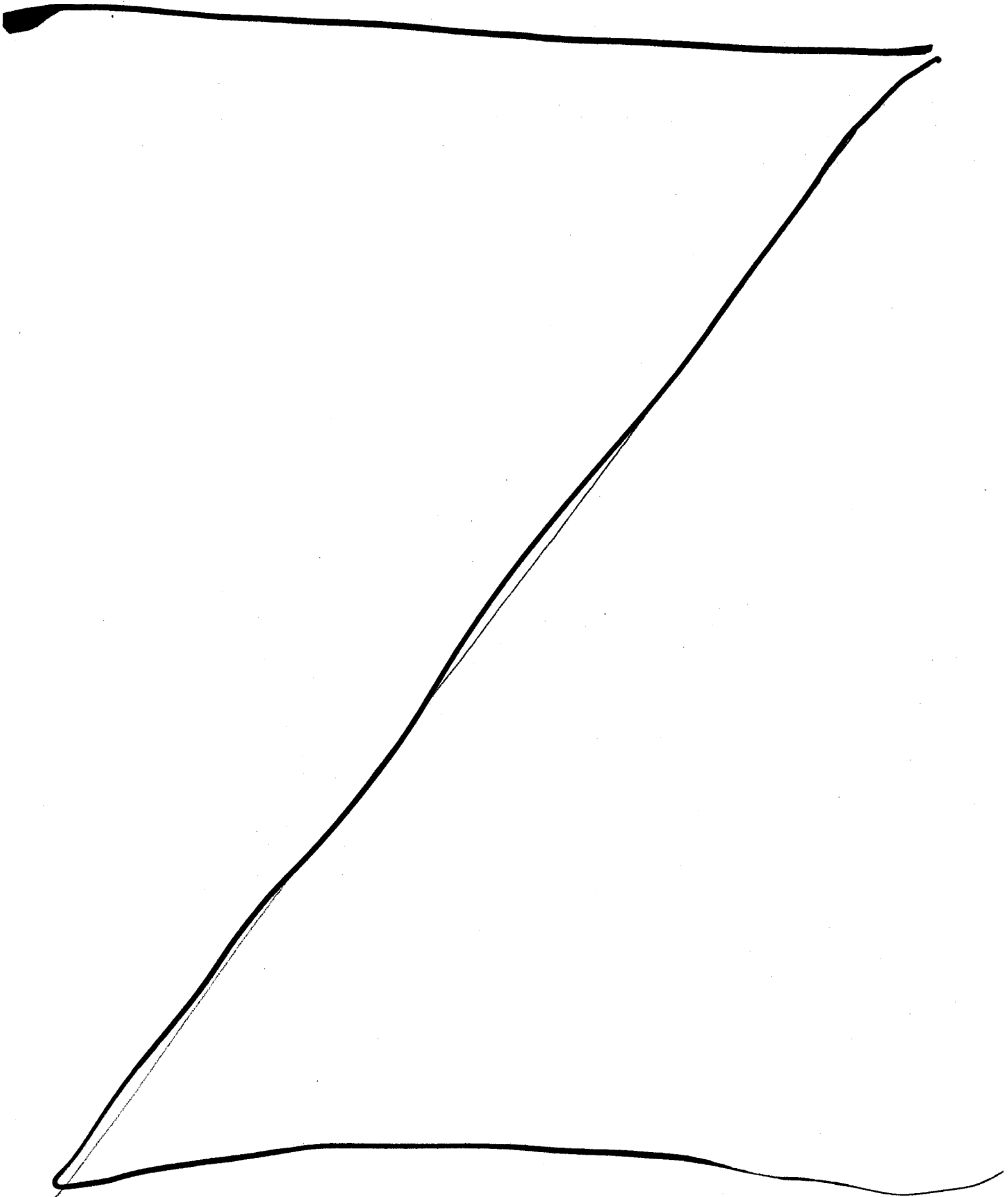
**Grantor's Acknowledgment**

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

On the 19<sup>th</sup> day of Dec, in the year 2011, before me, the undersigned, personally appeared Michael Kottur, 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.

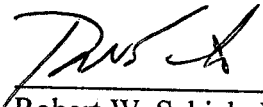
  
Notary Public - State of New York

J. NELSON HOOD JR.  
NOTARY PUBLIC, State of New York  
No. 02HO5054970  
Qualified in Rockland County  
Commission Expires Jan. 29, 2012





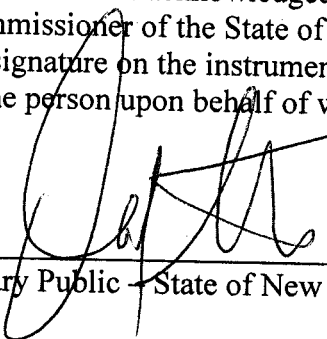
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, P.E., Acting Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 17<sup>th</sup> day of February, in the year 2012, before me, the undersigned, personally appeared Robert W. Schick, 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 executed the same in his capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which 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

## SCHEDULE "A" PROPERTY DESCRIPTION

AN ENVIRONMENTAL EASEMENT Covering ALL that certain plot, piece, or parcel of land situate, lying and being in the Village of Haverstraw, Town of Haverstraw, County of Rockland and State New York, being more fully bounded and described as follows:

BEGINNING at a point located at the point of intersection formed by the westerly right-of-way line of McKenzie Avenue with the southerly right-of-way line of Anthony J. Morina Drive; running thence along the northerly, westerly and southerly line of lands now or formerly of James (Tax Lots 27.37-1-37 and 27.37-1-38) the following four (4) courses and distances:

- (1) On a curve to the left along said southerly right-of-way line of Anthony J. Morina Drive having a radius of 15.00 feet, an arc length of 23.56 feet;
- (2) N82-18-32W, 80.00 feet still along said southerly right-of-way line of Anthony J. Morina Drive;
- (3) S07-41-28W, 118.00 feet;
- (4) S82-22-32E, 5.93 feet; thence
- (5) S03-01-58W, 77.56 feet along the westerly line of lands now or formerly of Cooper (Tax Lot 27.37-1-39); running thence along the northerly and westerly line of lands now or formerly of Gamboli (Tax Lot 27.37-1-13) the following two (2) courses and distances:
  - (6) N80-26-31W, 36.05 feet;
  - (7) S00-22-08W, 78.99 feet; running thence along the northerly line of lands now or formerly of Jusino (Tax Lot 27.37-1-12) the following three (3) courses and distances:
    - (8) S68-25-23W, 63.04 feet;
    - (9) S18-47-43E, 10.01 feet;
    - (10) S73-52-09W, 15.02 feet; thence
  - (11) N18-47-43W, 57.08 feet along the easterly line of lands now or formerly of Rocky River Realty Corp. (Tax Lot 27.37-1-11); thence

Continued..

SCHEDULE "A" PROPERTY DESCRIPTION

- (12) N26-40-39W, 108.00 feet along the northeasterly line of lands now or formerly of Burgos (Tax Lot 27.37-1-10) and DeMeluzio (Tax Lot 27.37-1-9); thence
- (13) N58-56-56W, 105.00 feet along the northeasterly line of lands now or formerly of DeMeluzio (Tax Lot 27.37-1-9) and Rodriguez (Tax Lot 27.37-1-8); thence
- (14) N63-56-44W, 36.00 feet along the northeasterly line of lands now or formerly of Slade (Tax Lot 27.37-1-7); thence
- (15) N68-58-44W, 254.88 feet along the northerly line of lands now or formerly of St. Peter's Church (Tax Lot 27.37-1-6 and 27.37-1-5); thence
- (16) N21-01-16E, 178.46 feet along the easterly line of lands now or formerly of Tor Avenue Realty Corp. (Tax Lot 27.37-1-4); thence
- (17) N88-01-30E, 388.10 feet along the southerly line of lands now or formerly of Broadhaver Realty Corp. (Tax Lot 27.05-2-1); thence
- (18) S81-40-13E, 119.27 feet along the southerly line of lands now or formerly of Orange & Rockland Utilities Inc. (Tax Lot 27.05-2-6); running thence along the westerly and southerly line of lands now or formerly of Fermaint (Tax Lot 27.37-1-35 and 27.37-1-36) the following three (3) courses and distances:
- (19) S07-41-28W, 121.15 feet;
- (20) S82-18-32E, 83.01 feet along the northerly right-of-way line of Anthony J. Morina Drive;
- (21) On a curve to the left connecting the northerly right-of-way line of Anthony J. Morina Drive with the westerly right-of-way line of McKenzie Avenue having a radius of 15.00 feet, an arc length of 21.80 feet; running thence along the westerly right-of-way line of McKenzie Avenue the following two (2) courses and distances:
- (22) On a curve to the left having a radius of 425.00 feet, an arc length of 46.15 feet;
- (23) S07-41-28W, 32.21 feet to the point or place of BEGINNING.

Consisting of 3.811 acres of land.



ROY ARONSON, PH.D., P.E.  
 AIAA, LEED AP, P.E.  
 Director of Design  
 1000 N. Zeeb Road  
 Rockland, NY 12584  
 Tel: (845) 486-4864 Fax: (845) 486-1813  
 Tel: (845) 486-4864 Fax: (845) 486-1813  
 Email: aronson@scantassazicler.com

ATZL SCANTASSA & ZICLER P.C.  
 ENGINEERS - SURVEYORS - PLANNERS

1000 N. Zeeb Road  
 Rockland, NY 12584  
 Tel: (845) 486-4864 Fax: (845) 486-1813  
 Tel: (845) 486-4864 Fax: (845) 486-1813  
 Email: aronson@scantassazicler.com

**WARREN COURT FIELDS**

VILLAGE OF HAVERSTRAW  
 ROCKLAND COUNTY, NEW YORK

BOUNDARY SURVEY &  
 ENVIRONMENTAL SEGMENT  
 SITE ID NO.: B022 03.5

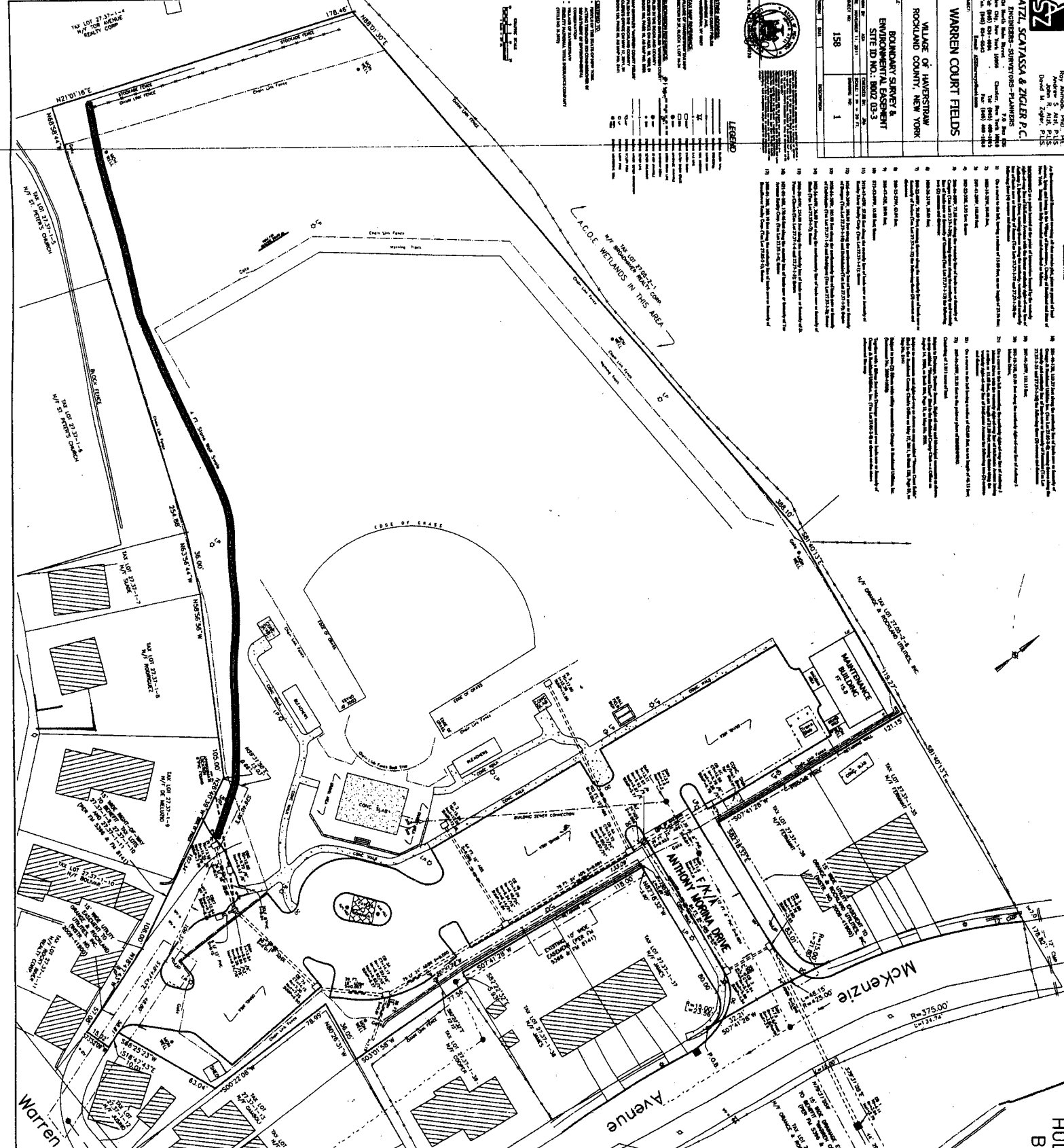
PROJECT NO.	158
DATE	11/2011
SCALE	AS SHOWN
REVISION	1



STATE OF NEW YORK  
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
 OFFICE OF SURVEYING AND MAPPING  
 609 N. STATE STREET  
 ALBANY, NY 12243-1499  
 TEL: 518-474-2911 FAX: 518-474-2951  
 WWW.DEC.STATE.NY.US

**LEGEND**

- 1. EXISTING BOUNDARIES
- 2. PROPOSED BOUNDARIES
- 3. PROPOSED LOT LINES
- 4. PROPOSED DRIVEWAYS
- 5. PROPOSED DRIVEWAY EASEMENTS
- 6. PROPOSED DRIVEWAY EASEMENT EASEMENTS
- 7. PROPOSED DRIVEWAY EASEMENT EASEMENT EASEMENTS
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