

BARGAIN AND SALE DEED

THIS INDENTURE is made this ____ day of _____, 2014, by and between

CASELLA WASTE SERVICES OF ONTARIO LLC, a New York limited liability company with offices at 803 Cascadilla Street, Ithaca, New York 14850,

as party of the first part, and

TOWN OF SENECA, NEW YORK, a New York political subdivision with offices at 3675 Flint Road, Stanley, New York 14561,

as party of the second part.

WITNESSETH, that, the party of the first part, in consideration of ONE (\$1.00) US DOLLAR, and other good and valuable consideration, paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant and release unto the party of the second part, its successors and assigns:

ALL that certain tract or parcel of land together with any buildings and improvements located thereon, situate, lying and being in the Town of Seneca, County of Ontario, State of New York, being more particularly bounded and described as follows:

COMMENCING _____

_____, containing ____ () acres, more or less, of vacant land,

Being all of that certain tract or parcel of land conveyed to the party of the first part by that certain Warranty Deed, dated _____, _____, and recorded on _____, _____ in the Ontario County Clerk’s Office in Book _____, Page _____, and presently identified on the County of Ontario, State of New York tax assessment rolls as Tax Map Parcel No. _____.

SUBJECT to easements, restrictions, covenants and conditions of record, if any, including, without limitation, the reservations contained in that certain Warranty Deed, dated _____, _____, and recorded on _____, _____ in the Ontario County Clerk’s Office in Book _____, Page _____, providing for a royalty in the event said premises is used for the disposal of waste in connection with that certain landfill located adjacent to the premises, presently known as the Ontario County Solid Waste Management Facility (“**Landfill**”), and the continued use of certain portions of said premises for farming purposes.

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

SUBJECT TO A RESTRICTIVE COVENANT created hereby prohibiting, in perpetuity, the use of the premises for the disposal of solid waste (but expressly permitting the use of the premises as a soil borrow area for Landfill purposes).

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns, forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this document so requires.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

CASELLA WASTE SERVICES OF ONTARIO LLC

[Name/Title]

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF _____) **ss.:**

On the ___ day of _____, 2014, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity and that by her/his signature(s) on the instrument, the individual, or the person on behalf of which the individual acted, executed the same.

Notary Public

RECORD AND RETURN TO:

