

June 16, 2022

Via Email and Federal Express

Robert Guzek, DEP Office of Transactions and
Public Land Administration
401 East State Street, Floor 7
Trenton, NJ 08625-0402
Robert.guzek@dep.nj.gov

**Re: Howell Landfill
Block 42, Lots 93, 93.01, 94, 94.01 and 38
Howell Township, Monmouth County
Our File No.: MON194.0401**

Dear Mr. Guzek:

As a follow up to the recent communications between the Department and our firm, and on behalf of our client, Monmouth County (the "County"), please accept this correspondence as the County's formal request for partial release of a Conservation Restriction set forth in the December 22, 1995 Settlement Agreement (the "Settlement Agreement" attached as Exhibit A) and the March 18, 1996 Administrative Consent Order (the "ACO" attached as Exhibit B) relating to property containing the Howell Township Landfill, more particularly known as Lots 93, 93.01, 94, 94.01 and 38 in Block 42, Howell Township, Monmouth County (the "Landfill").

The County's request for partial release is submitted in accordance with the Conservation Restriction and Historic Preservation Restriction Act N.J.S.A. 13:8B-1 et seq. The County took title to the Landfill by deed from Waste Disposal Inc. ("Waste Disposal") dated June 4, 1996 (the "Deed" attached as Exhibit C). The County's Deed contains the following Conservation Restriction:

"The property shall remain open space, and no construction or placement of any buildings or any other structure or man-made improvement shall be permitted on the property, except as necessary to comply with any federal or state law or regulatory requirements; provided that nothing set forth herein shall limit the Grantee, its successors or assigns from using the property for recreational hiking trails and jogging paths, including the construction of improvements reasonably related to such uses, to be limited to such areas of the property as are located a reasonable distance beyond the limits of the areas of the property on which sold waste have been landfilled."

The Conservation Restriction was placed in the Deed as a result of Condition Number 5 in the Settlement Agreement, which was executed by the County, the Department and Waste Disposal. It states in relevant part: "Upon closure, the ownership of the landfill and adjacent areas identified on the tax map in Exhibit A will be transferred to Monmouth County. All property will be deed restricted to stay open space."

At this time the County is requesting that the Department recommend that the NJDEP Commissioner approve a partial release of the Conservation Restriction in order to permit the installation of a solar project on the previously capped area of the Landfill.

The proposed solar project is a beneficial re-use of the Landfill property, the type of which was not contemplated at the time the Settlement Agreement was reached but, as you may know, the use of capped landfills for solar facilities has become common, including in environmentally sensitive areas like the Pinelands Area of New Jersey. However, the installation of the solar facilities will further the 2050 clean energy goals of the New Jersey Energy Master Plan and will continue to preclude any significant off-site impacts in the manner contemplated by the Settlement Agreement and the ACO.

Further, the nature of the Property will remain largely as open space over the capped landfill while maintaining the landfill in compliance with the requirements of the Bureau of Solid Waste Permitting and Legacy Landfills Act.

For all of those reasons, the County's request for a partial release of the Conservation Restriction preserves the public interest in preserving the landfill in its present state, and the also furthers the State's clean energy goals and represents a beneficial use of a portion of the former landfill property.

It is our understanding that prior to any recommendation for release, the County will be required to conduct a public hearing, after notice by publication twice in each of the 3 weeks preceding the date of the hearing in a newspaper of general circulation in Howell Township. A copy of the form of hearing notice is attached as "Exhibit D". The County currently intends to request authorization to hold the public hearing at the Howell Township Municipal Building.

I would appreciate if you would review the attached materials and let us know if you need anything further to process this request and, thereafter, advise us whether we may proceed with scheduling and publishing Notice for the public hearing and whether anyone from the Department should be in attendance.

In the meantime, should you have any questions or require anything further, please do not hesitate to contact me.

Sincerely,



NIALL J. O'BRIEN

NJO
Attachment

cc: Michael Fitzgerald, Esq.- Monmouth County
Caroline Keefe Caroline.keefe@dep.nj.gov
Jessica Patterson, Bureau of Legal Services Jessica.Patterson@dep.nj.gov
David A. Weinstein, Esquire

O'Brien, Niall J.

To: #Document Production
Subject: Please send.

Please scan a copy of this submission and send to me.

Please send to the recipient (hard copy)

I will send the email copy and cc's

Thank you.

Niall

EXHIBIT A



Christine Todd Whitman
Governor

State of New Jersey
Department of Environmental Protection
Office of Dispute Resolution
CN 402
Trenton, NJ 08625-0402
tel (609) 292-1997
fax (609) 292-7695

Robert C. Shinn, Jr.
Commissioner

December 22, 1995

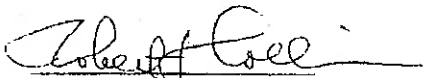
AGREEMENT

As a result of a mediation between the Department of Environmental Protection (DEP), Monmouth County (Monmouth), Waste Disposal Inc. and Waste Management Inc., (WDI) held in the Offices of DEP on December 22, 1995, the parties signing below agree to the following:

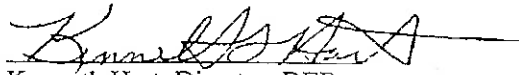
1. WDI agrees to close the WDI landfill according to the following estimated time schedule; plans will be submitted to the Department during the week of January 8, 1996; these technical plans will be approved by DEP 30 days after submission; March 1, 1996 closure will commence; May 31, 1996 closure will be complete.
2. Monmouth County will supply and deliver all soil materials needed for closure which approximates 47,800 cubic yards of sand and 8600 cubic yards of topsoil to the WDI landfill after the approval by DEP. Vogel will deliver the soil. A delivery schedule will be jointly developed between WDI and Monmouth to meet the schedule of #1.
3. WDI will retain ownership, control and operation of the landfill until closure is complete. WDI agrees not to reduce the groundwater treatment/pumping rate paid to Howell until closure and will not seek retroactive rate rebates.
4. NJDEP acknowledges that the ongoing remediation and monitoring at this site is being done properly and has precluded any significant off-site impacts.
5. Upon closure, the ownership of the landfill and adjacent acres identified on the tax map in Exhibit A will be transferred to Monmouth County. All property will be deed restricted to stay open space.
6. WDI will remain liable for and indemnify Monmouth for any and all costs and damages for third party tort and personal liability claims arising out of any environmental conditions existing at the landfill which arise from its operation, ownership and closure of the landfill prior to transfer of the property to Monmouth County.

7. Monmouth will be responsible for the existing post closure obligations of the WDI landfill. Any additional remediation required by applicable State or Federal laws in the future exceeding existing post closure obligations will be shared by WDI and Monmouth as follows: 1. Monmouth County will be responsible for the first \$100,000 of any expenses in connection with any such additional remediation. 2. WDI will be responsible for the next \$750,000 of any such remediation cost for a period of 10 years. 3. Monmouth will be responsible for any such remediation costs in excess of the \$750,000 and/ or any costs subsequent to the 10 year cap. Each party will indemnify the other for costs and damages for claims arising from their respective responsibilities under this paragraph. Monmouth and DEP acknowledge that a fund for environmental impairment costs has been established for Monmouth County's use for landfill remediation costs it has incurred.
8. As part of this agreement, all parties agree to dismiss with prejudice all pending litigation involving the WDI landfill and other facilities in Monmouth County and to exchange mutual releases. WDI agrees not to oppose Monmouth's pending DEP application to permit its landfill.
9. Parties agree to draft a document or documents as necessary to replace the 1981 and 1982 Administrative Consent Orders (ACO) and the 1984 Order for Consent Judgement. The parties will execute other documents as necessary to effectuate agreements set forth in this agreement by January 25, 1996. If the parties are unable to reach consensus on these documents the ADR forum will reconvene.
10. DEP will release the WDI landfill escrow funds to WDI to satisfy closure obligations as appropriate expenses are incurred.
11. DEP acknowledges and agrees that post closure responsibilities assumed by the County of Monmouth in connection with the settlement and financial obligations of post closure will be reflected in a prospective solid waste rate filing and the Department agrees to make no objection to such inclusion while reserving the right to review the reasonableness of such costs.

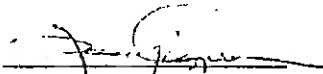
12. The County Administrator will recommend this proposal to the Monmouth County Board of Chosen Freeholders in confidence, and will submit a letter to Nancy Milsten following the vote of January 25, 1996 as to whether the proposal was approved.
13. Subsequent to the final agreement between the parties, DEP, Monmouth and WDI will issue a jointly developed press release. No public comments will be made by parties prior to this press release.



Robert J. Collins, County Administrator
Monmouth County



Kenneth Hart, Director, DEP
Division of Solid & Hazardous Waste



Joseph Graziano, Vice President of Marketing
WDI, authorized agent of Waste Management Inc.



Jonathan Berg, DEP
Supervising Environmental Specialist
Division of Responsible Party Site Remediation

EXHIBIT B

IN THE MATTER OF :
WASTE DISPOSAL, INC., : ADMINISTRATIVE
HOWELL TOWNSHIP, : CONSENT ORDER
MONMOUTH COUNTY :

This Administrative Consent Order is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter, "the Department") under the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.

FINDINGS

1. Waste Disposal, Inc., a New Jersey corporation (hereinafter referred to as "WDI"), owns a sanitary landfill (the "WDI Landfill") in Howell Township, Monmouth County, New Jersey (Lots 93 & 94, Block 42).
2. On May 8, 1981, an Administrative Consent Order was entered into by the Department and WDI (the "1981 ACO") which was supplemented and amended by an Administrative Consent Order entered into by the Department, WDI and Howell Township (the "1982 ACO" and together with the 1981 ACO, the "1981 and 1982 ACOs"). The 1981 and 1982 ACOs provided for the development and implementation of a groundwater containment, extraction and monitoring system for the remediation and monitoring of groundwater at the WDI Landfill. The 1981 and 1982 ACOs also provided for other monitoring, construction and remediation activities at the WDI Landfill.
3. The 1981 and 1982 ACOs were further modified pursuant to an Order of Consent Judgment dated August 20, 1984 entered into by the Department and WDI in Township of Howell v. Waste Disposal, Inc., Superior Court, Chancery Division, Monmouth County, Docket No. C-2195-84.
4. The Department has approved and WDI has installed and is operating a groundwater containment, extraction, pumping and monitoring system at the WDI Landfill.
5. WDI, the Department and Monmouth County have recently entered into an Agreement dated December 22, 1995, which settles various disputed matters, including various litigation matters, concerning the WDI Landfill which provides for the final capping of the Landfill by WDI and

the transfer of the Landfill following capping to Monmouth County to undertake post-closure obligations (the "Settlement Agreement").

6. As part of the Settlement Agreement, DEP has acknowledged that the ongoing remediation and monitoring at the WDI site is being done properly and has precluded any significant off-site impacts and the parties agreed to draft a document or documents as necessary to replace the 1981 and 1982 ACOs and the 1984 Order for Consent Judgment. ✓

ORDER

NOW, THEREFORE, by agreement of the parties and pursuant to N.J.S.A. 13:1-E-1 et seq., and N.J.S.A. 58:10A-1, et seq., it is hereby ORDERED as follows:

1. The 1981 and 1982 ACOs and the 1984 Order For Consent Judgment are hereby superseded and shall no longer be of any force or effect. ✓
2. WDI shall continue operation and maintenance of the groundwater monitoring, containment, extraction and pumping systems at the WDI Landfill as approved in accordance with the 1981 and 1982 ACOs and in accordance with all applicable laws, rules, regulations and permits until WDI transfers the WDI Landfill to Monmouth County as provided for in the Settlement Agreement. ✓
3. Immediately upon transfer of the WDI Landfill to Monmouth County, operation and maintenance of the groundwater monitoring, containment, extraction and pumping systems and other post-closure obligations shall become the responsibility of Monmouth County in accordance with the Settlement Agreement. ✓
4. WDI, Monmouth County and Howell Township hereby consent to the entry of this Administrative Consent Order which shall be fully enforceable as an Administrative Order in the New Jersey Superior Court pursuant to the Department's statutory authority. WDI, Monmouth County and Howell Township waive their rights to an administrative hearing concerning the entry of this Administrative Consent Order and agree not to contest the authority or jurisdiction of the Department to issue this Administrative Consent Order. ✓

5. This Administrative Consent Order shall be effective upon its execution by the Department, WDI, Monmouth County and Howell Township.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

DATE 3/12/96

BY: [Signature]
Robert C. Ciolek
NAME (PRINTED)

Asst. Director, Div. Solid Wastes
TITLE

WASTE DISPOSAL, INC.

DATE: _____

BY: _____

NAME (PRINTED)

TITLE

MONMOUTH COUNTY

DATE: _____

BY: _____

NAME (PRINTED)

TITLE

5. This Administrative Consent Order shall be effective upon its execution by the Department, WDI, Monmouth County and Howell Township.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

DATE _____

BY: _____

NAME (PRINTED) _____

TITLE _____

WASTE DISPOSAL, INC.

DATE: _____

BY: _____

NAME (PRINTED) _____

TITLE _____

MONMOUTH COUNTY

DATE: 3/18/96

BY: Robert J. Collins

NAME (PRINTED)

COUNTY ADMINISTRATOR
TITLE

5. This Administrative Consent Order shall be effective upon its execution by the Department, WDI, Monmouth County and Howell Township.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

DATE _____

BY: _____

NAME (PRINTED) _____

TITLE _____

WASTE DISPOSAL, INC.

DATE: March 18, 1996

BY: _____

Thomas J. Jennings

NAME (PRINTED) _____

Vice President

TITLE _____

MONMOUTH COUNTY

DATE: _____

BY: _____

NAME (PRINTED) _____

TITLE _____

MAY 02 '96 12:05 MONMOUTH HEALTH DEPT

P.8/8

HOWELL TOWNSHIP

DATE: March 18, 1996

BY: 

Harvey F. Morrell, Jr.

NAME (PRINTED)

Mayor

TITLE

EXHIBIT C

The land is now designated as Lot 93, 93.01, 94, 94.01 and 38 in Block 42 on County of Monmouth before signing this deed — it has important legal consequences.

This deed is being recorded for the following reasons:

- (1) to correct the name of the Grantor and
- (2) to correct the open space restriction placed on the deeded property

Deed

COUNTY OF MONMOUTH	
CONSIDERATION	
RTF <i>6/12/1996</i>	add RTF
DATE <i>6/12/1996</i> BY <i>SS</i>	
1996 between	

Date

This Deed is made on June 4,

Parties

Grantor
Full name(s)
and post
office address

Waste Disposal, Inc., a New Jersey Corporation
1070 Route 206
Bordentown, New Jersey 08565, on its behalf and as successor
by merger to Peter Roselle & Sons Co. & Grantor, and
Fereday & Meyer Co., Inc., Roselle-Lippman Co., (Cont.'d on back)
Monmouth County, a New Jersey Municipal Corporation
Hall of Records
P.O. Box 1255
Main Street
Freehold, NJ
(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

Grantee
Full name(s)
and post
office address

Grantee.



Consideration

In return for the payment to them of one:xxxxxxxxxxxxxxxxxxxx Dollars (\$ 1.00xxxxxxxxxxxx),

Conveyance

the Grantor grants and releases to the Grantee all of the claims of the Grantor upon the land located in the Township of Howell County of Monmouth and State of New Jersey, specifically described as follows:

Description
of Land

Beginning at a point on the northwesterly side of Lakewood-Allentown Road, which is located a distance of 402.79 feet along Lakewood-Allentown Road from the northeasterly corner of Lakewood-Allentown Road and Vienna Road, following a course along the northwesterly side of Lakewood-Allentown Road a distance of 1,815.90 feet in a northeasterly direction; thence, along the northwest side of Block 42, Lot 92 in a northwesterly direction a distance of 143.98 feet; thence, along the same in a northeasterly direction a distance of 503.78 feet; thence along the same in southeasterly direction 81.58 feet; thence, along the northwest side of Block 42, Lots 89 and 88, in a northeasterly direction a distance of 1239.33 feet; thence, along the northeast side of Block 42, Lot 88, in a southeasterly direction a distance of 468.98 feet; thence, along the west side of Block 42, Lot 87, in a northerly direction a distance of 547.78 feet; thence, along the south side Block 42, Lot 86, in a northwesterly direction a distance of 1253.36 feet; thence, along the previously mentioned Block/Lot in a northerly direction a distance of 660.03 feet; thence, along the southwesterly side of Block 42, Lot 54, in a northwesterly direction a distance of 462.00 feet; thence, along the west side of previously mentioned Block/Lot in a northerly direction a distance of 990.20 feet; thence, along the southerly side of previously mentioned Block/Lot in a northwesterly direction a distance 560.86 feet; thence, along the westerly side of previously mentioned Block/Lot in a northerly direction 102.96 feet; thence, along the southerly side of previously mentioned Block/Lot in a westerly direction a distance 309.99 feet; thence, along the westerly side of previously mentioned Block/Lot in a easterly direction a distance 509.93 feet; thence, along the southerly side of Block 42, Lot 41, in a southwesterly direction a distance of 231.00 feet; thence, along the southerly side of previously mentioned Block/Lot in a southwesterly direction a distance 693.00 feet; thence, along the southwest side of previously mentioned Block/Lot and Block 42, Lot 41.01, in a northwesterly direction a distance 765.82 feet; thence, along the easterly side of Block 42, Lot 36, in a southerly direction a distance of 564.45 feet; thence, along the northeasterly side of previously mentioned Block/Lot in a southeasterly direction a distance 792.10 feet; thence, along the easterly side of previously mentioned Block/Lot in a southerly direction a distance 38.93 feet; thence, along the southerly side of previously mentioned Block/Lot and Block 42 Lot 37 in a southwesterly direction a distance 1061.13 feet; thence, along the easterly side of previously mentioned Block/Lot and Block 42 Lots 6,5,4,3,2,1.03, and 1 in a southerly direction a distance 4,755.32 feet to the first mentioned point and place of Beginning.

Containing 246.44 acres more or less.

This Deed was prepared by Bruce S. Katcher, Esquire

Bruce S. Katcher
Signature

DB5510-0793

SUBJECT, nevertheless, to the following conditions and restrictions on the use of the property by the Grantee, its successors and assigns, which restrictions shall run with and bind the property in perpetuity: the property shall remain open space, and no construction or placement of any building or any other structure or man-made improvement shall be permitted on the property, except as necessary to comply with any federal or state law or regulatory requirements; provided that nothing set forth herein shall limit the Grantee, its successors or assigns from using the property for recreational hiking trails and jogging paths, including the construction of improvements reasonably related to such uses, to be limited to such areas of the property as are located a reasonable distance beyond the limits of the area of the property on which solid wastes have been landfilled.

DB5510-0794

STATE OF NEW JERSEY
 AFFIDAVIT OF CONSIDERATION OR EXEMPTION
 (c. 49, P.L. 1968)

ALL-STATE LEGAL,
 A Division of Allstate International, Inc.
 800-222-0510 in NJ 908-272-0500

PARTIAL EXEMPTION
 (c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF Camden

ss.

FOR RECORDER'S USE ONLY

Consideration \$ _____
 Realty Transfer Fee \$ 4.00 *
 Date 6/20/96 By DB

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Robert C. Biggs, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Vice President of Waste Disposal, Inc., Grantor
 (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
 in a deed dated June 4, 1996, transferring real property identified as Block No. 42
93, 93.01, 94,
 Lot No. 94.01 and 38 located at Lakewood-Allentown Road, Howell Township, Monmouth County
 (Street Address, Municipality, County)
 and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Consideration for less than \$100.00 and deed to subdivision of the State of New Jersey (Monmouth County)

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
- ☐ Grantor(s) 62 yrs. of age or over.* ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One or two-family residential premises ☐ No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
- ☐ Grantor(s) legally blind.* ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One or two-family residential premises ☐ No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8)
- ☐ Grantor(s) permanently and totally disabled.* ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One or two-family residential premises ☐ Not gainfully employed.
- ☐ Receiving disability payments. ☐ No joint owners other than spouse or other qualified exempt owners.
- *IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
- ☐ Affordable According to H.U.D. Standards. ☐ Reserved for Occupancy.
- ☐ Meets Income Requirements of Region. ☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

☐ Entirely new improvement. ☐ Not previously occupied.

☐ Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 4th day of June, 19 96

Bruce S. Katcher
 Bruce S. Katcher
 Attorney-at-Law
 State of New Jersey

Robert C. Biggs
 Robert C. Biggs
 3329 Street Road
 Bensalem, PA 19020
 Address of Deponent

Waste Disposal, Inc.
 Waste Disposal, Inc.
 1070 Route 206
 Bordentown, NJ 08565
 Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
 This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL — White copy to be retained by County.
 DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16—8.12).
 TRIPLICATE — Pink copy is your file copy.

DB5510-0795

Municipal Lot
and Block or
Account Number

93, 93.01, 94, 94.01
The land is now designated as Lot/ and 38 in Block 42
on the municipal tax map (or as Account No.).

Check box
if applicable

☐ No property tax identification number for the land is available at the
time of this conveyance.

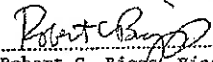
Receipt of
Consideration

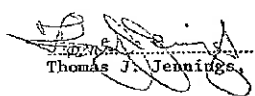
The Grantor has received the full payment from the Grantee.

Signature of
Grantor

The Grantor signs this Deed on the first date above. If the Grantor is
a corporation this Deed is signed by its corporate officers and its corporate
seal is affixed.

Signed, sealed and delivered in
the presence of or attested by:


Robert C. Biggs, Vice President


Thomas J. Jennings, Secretary



CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey, County of Camden

I am a
an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made
before me.

On June 4, 1996

appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared
before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Deed.
This person acknowledged signing, sealing and delivering this Deed as this person's act and deed for the uses and purposes expressed
in this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced
by this Deed, as such consideration is defined in P.L. 1968, c. 49, §1(e), is \$1.00.

Official Signature, Print, Stamp or Type Name and Date Directly Herein.

CORPORATE PROOF BY THE SUBSCRIBING WITNESS

State of New Jersey, County of Camden

I am an attorney-at-law of the state of New Jersey and Thomas J. Jennings
an officer authorized to take acknowledgments and proofs in this State.

On June 4, 1996, Thomas J. Jennings
(from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and
stated and proved to my satisfaction that:

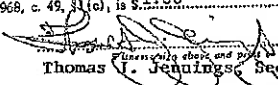
1. The Witness is the Secretary of the Corporation which is the Grantor in this Deed.
2. Robert C. Biggs the officer who signed this Deed, is the Vice President
of the Corporation (from now on called the "Corporate Officer").
3. The making, signing, sealing, and delivery of this Deed have been duly authorized by a proper resolution of the Board of
Directors of the Corporation.
4. The Witness knows the corporate seal of the Corporation. The seal affixed to this Deed is the corporate seal of the Corporation.
The seal was affixed to this Deed by the Corporate Officer. The Corporate Officer signed and delivered this Deed as and for the
voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness.
The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty
evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, §1(e), is \$1.00.

Sworn to and signed before me on the date written above.


Bruce S. Katcher

Attorney-at-Law of the
State of New Jersey


Thomas J. Jennings, Secretary

DB5510-0796

R.F. & M., and Peter Roselle & Sons Company.

CLERK'S OFFICE
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
1996108100
RECORDED ON
Oct 22, 1996
2:50:38 PM
BOOK:DB-5542 PG:631
Total Pages: 6

COUNTY RECORDING FEES	\$29.00
DEDICATED TRUST FUND COMMISSION	\$2.00
TOTAL	\$31.00

Exhibit D
PUBLIC HEARING NOTICE

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Block 42, Lots 93, 93.01, 94, 94.01 and 38, Howell Township, Monmouth County, New Jersey

REQUEST FOR CONSERVATION RESTRICTION RELEASE BY COUNTY OF MONMOUTH

TAKE NOTICE that the **COUNTY OF MONMOUTH**, a political subdivision of the State of New Jersey has requested that the State of New Jersey, Department of Environmental Protection ("Department"), grant a partial release of the Department's conservation restriction rights, from a Conservation Restriction set forth in the December 22, 1995 Settlement Agreement (the "Settlement Agreement"), by, and between, the County of Monmouth and the NJDEP and Waste Management Inc., related to a capped landfill in Howell Township, Monmouth County.

The request for partial release of the Conservation Restriction is relevant to an area containing the former landfill, which has now been closed and capped in accordance with applicable law, located along Lakewood-Allentown Road, and which is more particularly known as part of Block 42, Lots 93, 93.01, 94, 94.01 and 38, as shown on the Official Tax Map of the Township of Howell, Monmouth County, New Jersey.

Monmouth County has requested a partial release of the Conservation Restriction, to allow for the development of facilities that produce electrical energy from wind, solar, photovoltaic, or other technologies on a portion of the surface of the capped landfill, which requires development in areas on the surface of the landfill that would otherwise be prohibited pursuant to the terms of the Conservation Restriction.

In accordance with *N.J.S.A.* 13:8B-5, Monmouth County will conduct a public hearing on the request for a partial release of the Conservation Restriction:

On _____, 2022, at 6:00 p.m., at

**Howell Township Municipal Building
4579 US-9, Howell Township, NJ 07731**

Any interested person may be heard at the public hearing, either in person or through an agent or attorney, and present any comments regarding this proposal. The hearing record for the public hearing will close on _____, 2022. Interested persons may obtain information from _____ in the Department's _____ at the address below and may submit written comments to _____ until the close of business on _____, 2022.

Persons wishing to make oral presentations at the public hearing are asked to bring a written copy of their comments to the hearing. For further information on the proposed partial release of the Conservation Restriction, please contact:

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