



John H. Zurlo, County Clerk
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8/5M

County Clerk Recording Cover Sheet

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LIBERTY ABSTRACT

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First 1ST PARTY(---OR)

IN THE MATTER OF

First 2ND PARTY(--EE)

NEW YORK STATE ELECTRIC AND GAS

Index Type : Land Records

Instr Number : 2010-00233337

Type of Transaction : Misc Deed Item W/Out Tp 584

Recording Fee : \$70.00

Recording Pages : 6

Recorded Information

State of New York

County of Clinton

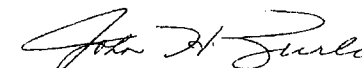
I hereby certify that the within and foregoing was
recorded in the Clerk's office for Clinton County,
New York

On (Recorded Date) : 07/07/2010

At (Recorded Time) : 10:17:00 AM



Doc ID - 003536280006


John H. Zurlo, County Clerk



DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 2 day of December 2009, by New York State Electric and Gas Corporation (NYSEG), a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at James A. Carrigg Center, 18 Link Drive, Binghamton, NY, 13902.

WHEREAS, the Bridge Street Former Manufactured Gas Plant Site is the subject of an Order on Consent executed by NYSEG as part of the New York State Department of Environmental Conservation's (the "Department's") Inactive Hazardous Waste Site Remedial Program, namely that parcel of real property located on Bridge Street in the City of Plattsburgh, County of Clinton, State of New York, which is part of lands conveyed to NYSEG by deed dated August 9, 2000 in the Land Records of the Clinton County Clerk in Instrument Number 124283 of deeds, comprised of approximately 0.240 acres and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and ✓

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, NYSEG for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Appendix "B" and made a part hereof.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, which are described in the SMP, unless in each instance they first obtain a written waiver of such prohibition from the Department or Relevant Agency

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for restricted residential, recreational or commercial use without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

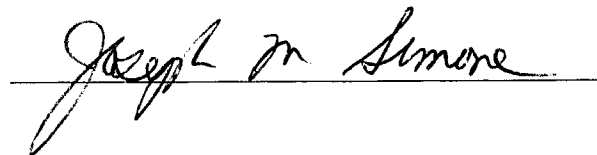
Sixth, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP dated October 2004, which is incorporated and made enforceable hereto subject to modifications as approved by the Department or Relevant Agency.

Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that Paragraph X of the Order require to be recorded, and hereby covenant not to contest the authority of the Relevant Agency to seek enforcement.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

A handwritten signature in black ink, appearing to read "Joseph M. Simone", is written over a horizontal line.

STATE OF NEW YORK)
) s.s.:
COUNTY OF Broome

On the 2nd day of December, in the year 2009, before me, the undersigned, personally appeared Joseph M. Smore, 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

[10/09]

Cynthia K. Oliver
Notary Public State of New York
Qualified in Broome County
010L450872
My Commision Expires on 5/5/2010

Appendix A - Property Description

Beginning at a capped iron rod found in the assumed southerly bounds of Bridge Street, said point being the northeasterly corner of lands of the City of Plattsburgh (Liber 708, Page 322) and the northwesterly corner of the subject parcel;

Thence N 77°33'31" E 68.45 feet along said southerly street bounds to a capped iron rod found being the northeasterly corner of subject parcel;

Thence S 12°02'40" E 167.02 feet along the westerly line of Meron (Liber 1007, Page 203) to a capped iron rod found;

Thence S 79°23'58" W 56.67 feet along the northerly line of lands of Barriere (Deed Instrument # 2005-181246) to a capped iron rod found;

Thence along the easterly line of lands of the City of Plattsburgh (Liber 708 Page 322) the following three (3) courses:

1. N 09°55'26" W 56.50 feet to a capped iron rod found;
2. S 78°50'26" W 10.25 feet to a capped iron rod found;
3. N 13°57'50" W 108.57 feet to the point of beginning.

The subject parcel thus bounded and described contains 0.240 acre of land, with all of the above courses being referenced to the approximate Magnetic Meridian of 1982.

