

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 17th day of September 2014, by City of Utica, a municipality of the State of New York and having an office for the transaction of business at 1 Kennedy Plaza, Utica, New York.

WHEREAS, Primoshield Site (Site #633027) is the subject of a remedial program performed by the New York State Department of Environmental Conservation's (the "Department), namely that parcel of real property located on 1212 St. Vincent Street in the City of Utica, County of Oneida, State of New York, which is part of lands conveyed by Louis A. Barile as City Treasurer in the City of Utica to the City of Utica by deed dated November 5, 1986 and recorded in the Oneida County Clerk's Office in Liber and Page 2308/175, 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, City of Utica, 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 prevent access by the Department or its agents to the property nor 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 the owner first obtains 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 Industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of 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.

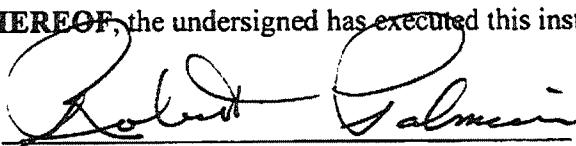
Sixth, the owner of the Property, upon request, shall provide a periodic certification, to the Department or Relevant Agency, which will certify that the institutional controls put in place are unchanged from the previous certification, that the owner has complied with the provisions of this restrictive covenant, including compliance with the SMP, that there has been no change in the use of the property, unless the Department has been properly notified, and that the engineering controls have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any institutional 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, 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 the Department or Relevant Agency requires to be recorded, and the owner and its successors and assigns hereby covenant not to contest the authority of the Department or 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.

By: 

Print Name: Robert M. Palmieri

Title: Mayor Date: 9/17/14

Grantor's Acknowledgment

STATE OF NEW YORK)

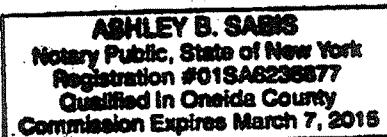
) s.s.:

COUNTY OF Oneida)

On the 17th day of September, in the year 2014, before me, the undersigned, personally appeared Robert M. Palmieri, 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



ATTEST:
YORK

Patricia A. Lindsey
Patricia Lindsey, City Clerk

CITY OF UTICA, NEW
By Robert J. Dennis, Mayor

APPROVED AS TO FORM:

William M. Scarnell
Corporation Counsel

STATE OF NEW YORK)
ss:
COUNTY OF ONEIDA)

On the 17th day of September in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Palmieri, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ashley B. Sabis (Bizzari)

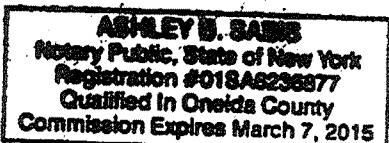
NOTARY PUBLIC

State of New York

County of Oneida

City of Utica

My Commission Expires:



Appendix A

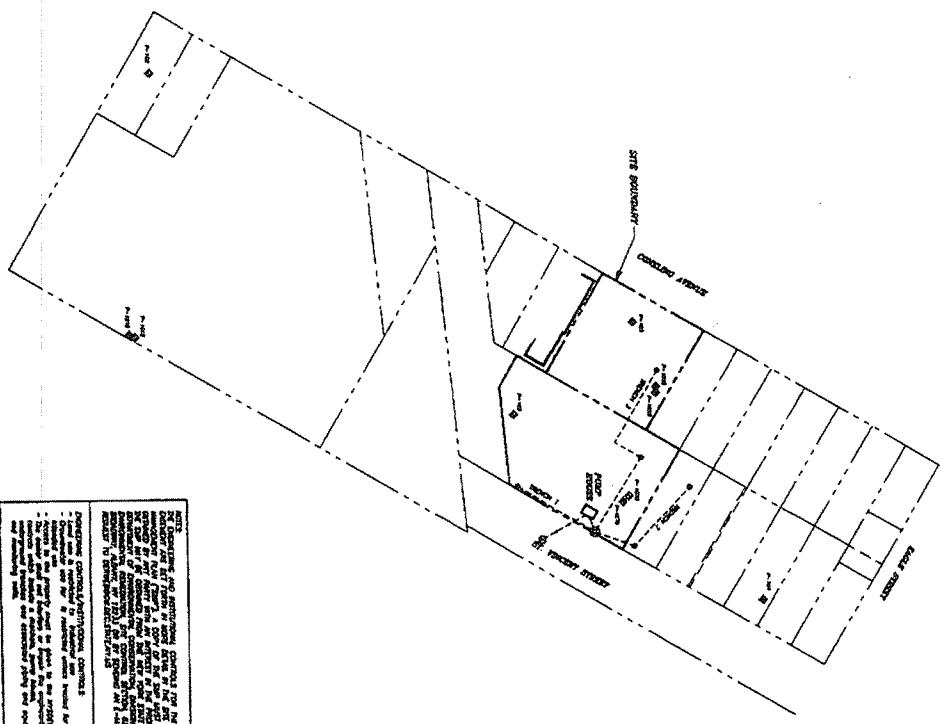
Real Property Description

Section/Block/Lot 318.83-2-33

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Utica, County of Oneida and State of New York being identified as Book 2, Map 16, Block 3, Lot 17, 1212 St. Vincent Street, Utica , NY (Ward 9, Key No. 125020), Said premises are situated on the west side of St. Vincent Street. All as referenced in City Tax Deed recorded in the Onieda County Clerk's Office on November 13, 1986 in Liber 2308 of Deeds at page 175.



[Signature]



| | | |
|---|---|--|
| <p>1. What is the name of the author?</p> | <p>2. What is the name of the book?</p> | <p>3. What is the name of the publisher?</p> |
| <p>4. What is the name of the author?</p> | <p>5. What is the name of the book?</p> | <p>6. What is the name of the publisher?</p> |
| <p>7. What is the name of the author?</p> | <p>8. What is the name of the book?</p> | <p>9. What is the name of the publisher?</p> |
| <p>10. What is the name of the author?</p> | <p>11. What is the name of the book?</p> | <p>12. What is the name of the publisher?</p> |
| <p>13. What is the name of the author?</p> | <p>14. What is the name of the book?</p> | <p>15. What is the name of the publisher?</p> |

PRIMOSHIELD
OFFSITE/ONSITE
WELLS
OFFICE: 600 5TH AVENUE, NEW YORK
TELEGRAMS: 11742
TELEPHONE: 5-5212
TELETYPE: 7-11742

GENERAL NOTES
1) RUMYANTSEV, GENERAL DIRECTOR OF ASTRONAUTICS OF USSR
2) SOVIET ASTRONAUTS ARE NOT FROM STATE PLANE
3) ECONOMIC PLANE, WHICH PLANE
4) IT IS NOT A COORDINATE SYSTEM, BUT A PLANE
5) IT IS NOT A COORDINATE SYSTEM, BUT A PLANE

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Fourth, the owner of the Property shall prohibit the Property from ever being used for

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Clerk PF

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DECLARATION
9 Pages
Sandra J. DePerno, Oneida County Clerk

purposes other than for Industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

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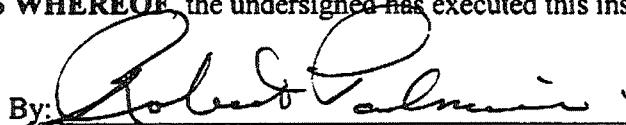
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By: 

Print Name: Robert M. Palmieri

Title: Mayor Date: 9/17/14

Grantor's Acknowledgment

STATE OF NEW YORK)

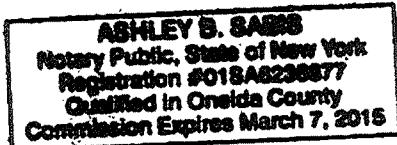
) s.s.:

COUNTY OF Oneida)

On the 17th day of September in the year 2014, before me, the undersigned, personally appeared Robert M. Palmieri, 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.

Ashley B. Sabis (Bizzari)

Notary Public State of New York



ATTEST:
YORK

Patricia A. Lindsey
Patricia Lindsey, City Clerk

CITY OF UTICA, NEW
By Robert Palmeri, Mayor

APPROVED AS TO FORM:

William A. Scarpelli
Corporation Counsel

STATE OF NEW YORK)
ss:
COUNTY OF ONEIDA)

On the 17th day of September in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Palmeri, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ashley Sabis (Bizzari)
NOTARY PUBLIC

State of New York
County of Oneida
City of Utica
My Commission Expires:

ASHLEY B. SABIS
Notary Public, State of New York
Registration #018A6236977
Qualified in Oneida County
Commission Expires March 7, 2015

Appendix A

Real Property Description

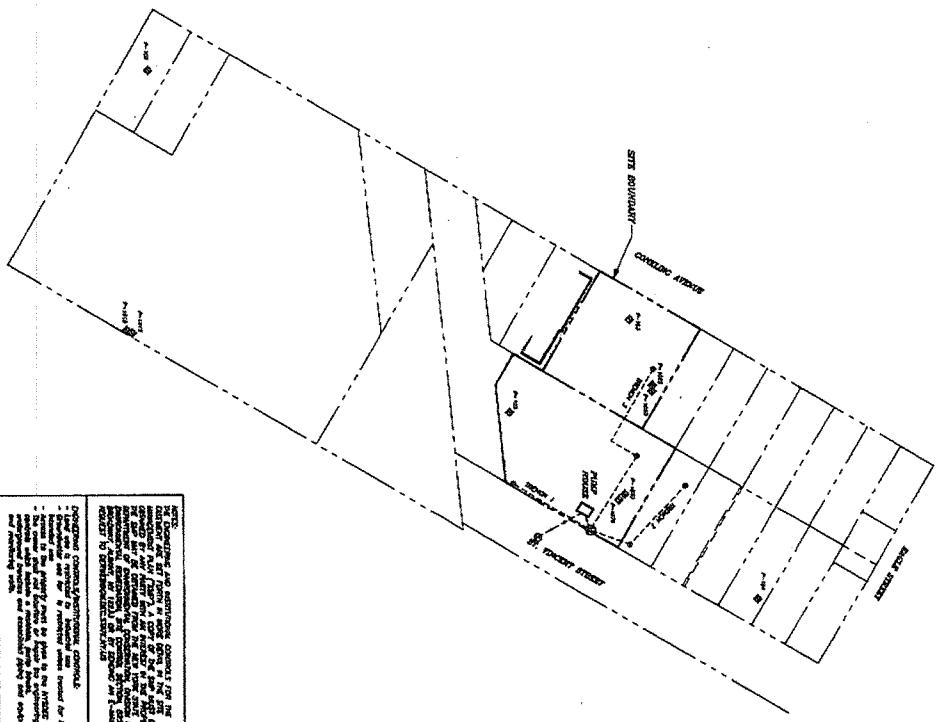
Section/Block/Lot 318.83-2-41

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APPENDIX "B"



John D. Morris
11/14/1968



500

PRIMOSHIELD OFFSITE/ONSITE WELLS
CITY OF UNION
ONEIDA COUNTY, NEW YORK

17 OCT 1969 SPACED FROM THE NEW YORK STATE PLATE
CONCERNED WITH CONSPIRACY, NAME UNKNOWN.
21 JUN 1970 CONSPIRACY WITH PA. RUL 11 BY AGENT CHIEF, LS

GENERAL NOTE

