

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:

Robert M. Palmieri

Print Name: Robert M. Palmieri

Title: Mayor Date: 9/17/14

Grantor's Acknowledgment

STATE OF NEW YORK)

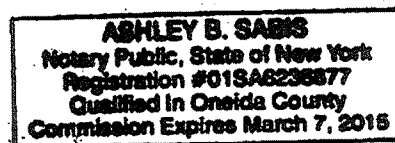
) s.s.:

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 Blabin (Bizzari)

Notary Public State of New York



ATTEST:
YORK

Patricia A. Lindsey
Patricia Lindsey, City Clerk

CITY OF UTICA, NEW

By: Robert M. Palmieri, Mayor

APPROVED AS TO FORM:

William M. Scull
Corporation Counsel

STATE OF NEW YORK)

SS:

COUNTY OF ONEIDA)

On the 17th day of September in the year 20 14, 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:

ASHLEY B. SABIS
Notary Public, State of New York
Registration #018A6236877
Qualified In Oneida County
Commission Expires March 7, 2015

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.

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LOTH 12, 17 & 18 and part of box 11 & 22. Paper &

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11-11-11

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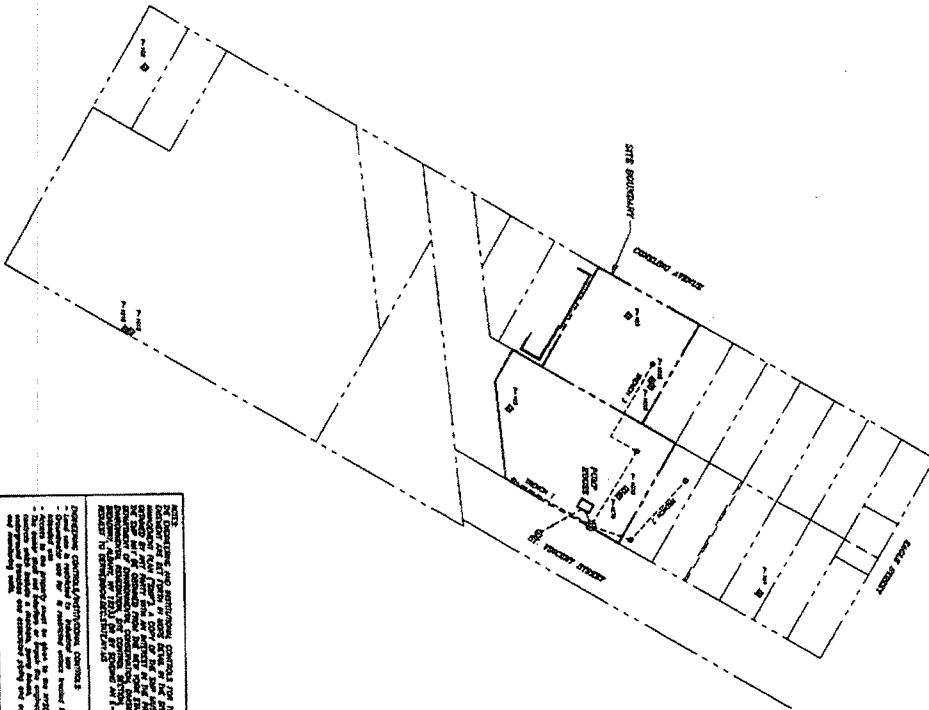
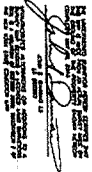
GENERAL NOTES

1) SURETY CANCELLED WITHOUT REASON OR OBJECT OF THE
2) CDD ADVISE FRIANDED FROM THE NEW YORK STATE
CANCELLING WITHIN CREDIT FROM 100-441
3) SURETY CANCELLED MAY 29, 2014 BY ADP DUNN, LT

[illegible]

Scale

ENTRANCE	WALLS OFFICE	VEC, INC.	NEW YORK
<p>PRIMOSHIELD SITE SURVEY</p> <p>CITY OF NEW YORK</p> <p>QUEENS COUNTY, NEW YORK</p>			
DATE AND TIME	SCALE 1" = 40'	PLANNED BY JAN 1988	CHECKED BY JAN 88
		JOB NO. 104677	



NOTE: The following information is for informational purposes only. It is not intended to constitute an offer of insurance. Insurance contracts are subject to underwriting and may not be issued to all persons. Insurance contracts are subject to underwriting and may not be issued to all persons. Insurance contracts are subject to underwriting and may not be issued to all persons.



LEZEND

- ◆ CHAIRMAN, ADVISORY GROUP ON
- UNDEVELOPED COUNTRIES REGION
- ◆ FIRST DEPUTY CHAIRMAN
- ◆ CLIMATE ACTION PLAN
- ◆ ENERGY STRATEGY REPORT
- ◆ LST (LST)

SECRETARY GENERAL
SECRETARY GENERAL

GENERAL NOTES

- 1) BUREAU CONDUCTED SEARCH REVIEW OF ACTIVITY OF THIS
- 2) AND AGENTS ASSIGNED TO THIS CASE FOR THE YEAR 1964
- 3) CONDUCTED SEARCH REVIEW OF ACTIVITY OF THIS
- 4) BUREAU CONDUCTED SEARCH REVIEW OF ACTIVITY OF THIS

ATTACHED	REC. INC.	SEP 1986
VITAL DATA:		
PRIMOSHIELD OFFSITE/ONSITE WELLS		
CITY OF URBIA		
ONE&A COON, NEW YORK		
DATE	SCALE	DISTANCE FROM
MAY 2016	1:500	EXISTING RT
		#
		DO NOT
		ADJUST

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2014605851

Clerk PF

2014-013976

10/02/2014 12:40:23 PM

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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By: Robert M. Palmieri

Print Name: Robert M. Palmieri

Title: Mayor Date: 9/17/14

Grantor's Acknowledgment

STATE OF NEW YORK)

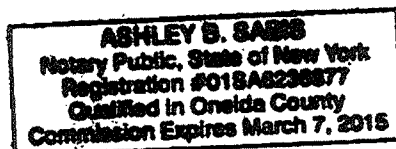
) s.s.:

COUNTY OF Oneida)

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Ashley B. Sabes (Bizzari)

Notary Public State of New York



ATTEST:
YORK

Patricia A. Lindsey
Patricia Lindsey, City Clerk

CITY OF UTICA, NEW

By Robert M. Palmieri, Mayor

APPROVED AS TO FORM:

William A. Scarpell
Corporation Counsel

STATE OF NEW YORK)

SS:

COUNTY OF ONEIDA)

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Ashley B. Sabis (Bizzari)
NOTARY PUBLIC
State of New York
County of Oneida
City of Utica
My Commission Expires:

ASHLEY B. SABS
Notary Public, State of New York
Registration #018A0236677
Qualified in Oneida County
Commission Expires March 7, 2015

Appendix A

Real Property Description

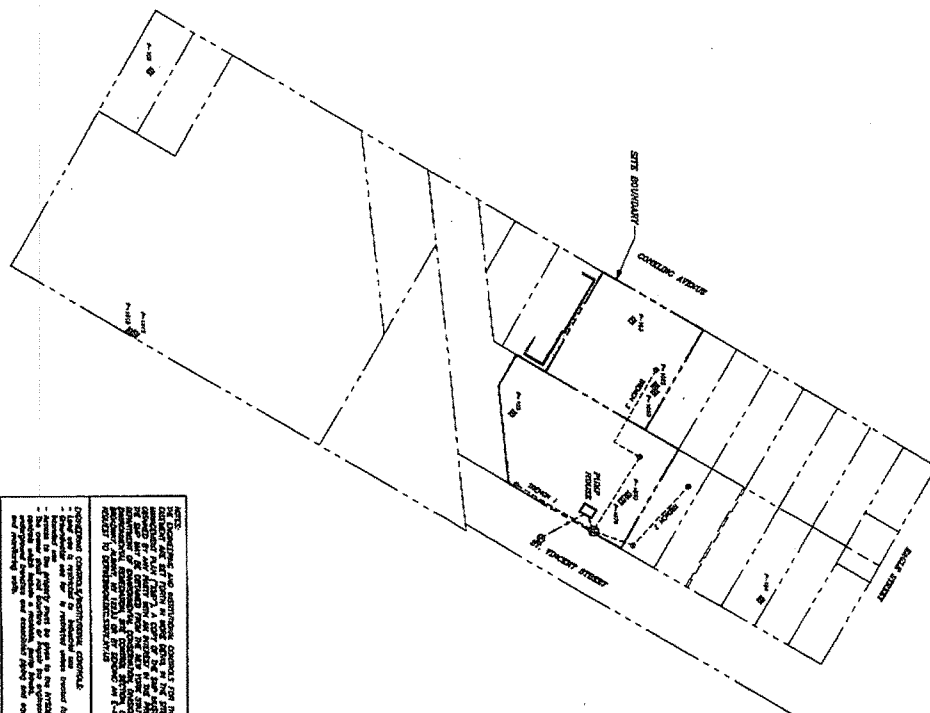
Section/Block/Lot 318.83-2-41

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APPENDIX "B"



OFFICE OF THE CITY PLANNING COMMISSION
CITY OF NEW YORK
APRIL 1911



NOTES:
1. THE PROPOSED WELLS ARE LOCATED WITHIN THE SITE BOUNDARY AND ARE NOT SUBJECT TO THE CITY PLANNING COMMISSION'S REVIEW.
2. THE PROPOSED WELLS ARE LOCATED WITHIN THE SITE BOUNDARY AND ARE NOT SUBJECT TO THE CITY PLANNING COMMISSION'S REVIEW.
3. THE PROPOSED WELLS ARE LOCATED WITHIN THE SITE BOUNDARY AND ARE NOT SUBJECT TO THE CITY PLANNING COMMISSION'S REVIEW.

SCALE
0 10 20 FT.

PROJECT		VEG, INC.		KIN 1002	
PRIMOSHIELD OFFSITE/ONSITE WELLS		CITY OF NEW YORK		APRIL 1911	
DATE		REVISION		APRIL 1911	
1-10		1-10		1-10	

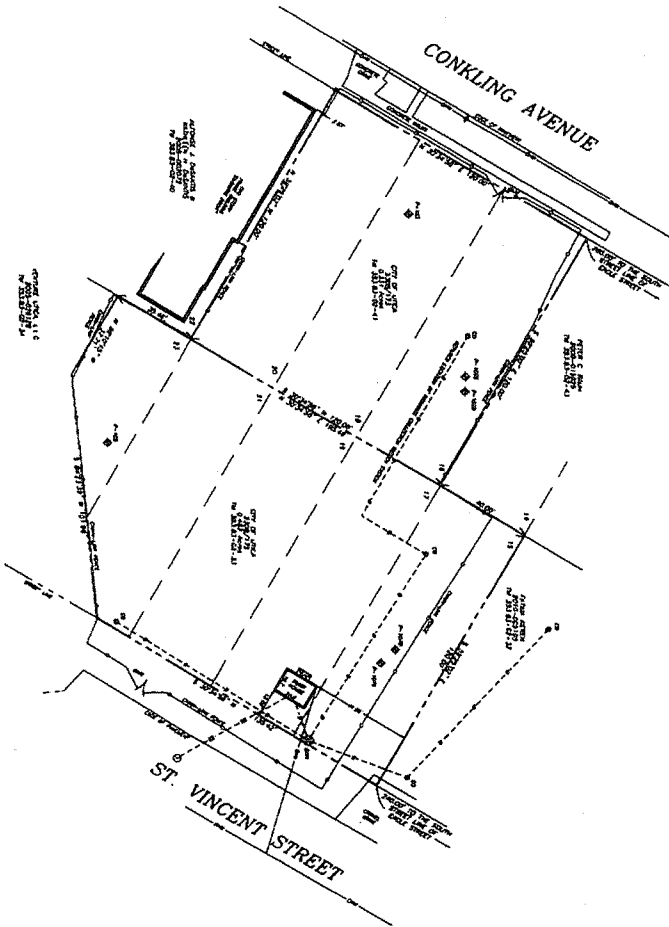
GENERAL NOTES
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LEGEND
- - - - - SITE BOUNDARY
● WELL
○ PUMP HOUSE
- - - - - DRAINAGE DITCH
- - - - - EASEMENT
- - - - - EASEMENT

CONFIDENTIAL

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Department of the Interior.

W. J. [Signature]
 Chief of Bureau



NOTE: The following information is for informational purposes only. It is not intended to be used as a basis for any action. The information is based on the best information available at the time of the report. The information is subject to change without notice. The information is not to be used for any purpose other than the one for which it was provided. The information is not to be used for any purpose other than the one for which it was provided. The information is not to be used for any purpose other than the one for which it was provided.

EXTENDING		YES, INC.		DATE ORDER	
VALLEY COTTAGE		PRIMOSHIELD SITE SURVEY			
		CITY OF UTECA			
		QUEDA COUNTRY, NEW YORK			
DATE	SCALE	DESIGNED BY	CHECKED BY	APP NO.	

GENERAL NOTES

[illegible]