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DECLARATION of COVENANTS and RESTRICTIONS

BROOME COUNTY CLERK

THIS COVENANT, made the 12 day of August, 2005, by the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York, and having its principal place of business at the Edwin L. Crawford County Office Building, 44 Hawley Street, Binghamton, New York 13902.

WHEREAS, the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY is the owner of the Universal Instruments/ Dover Electronics inactive hazardous waste disposal site which is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 704026, located at 29 Industrial Park Drive, Kirkwood, Broome County, New York, which is part of lands conveyed to the Broome County Industrial Development Agency by deed dated January 22, 1997 and recorded in the Broome County Clerk's Office on January 23, 1997 in Book 1876 of Deeds at Page 145 and being more particularly described in Appendix "A" (as shown on Figure A-1) attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Property is the subject of a consent order issued by the New York State Department of Environmental Conservation to Universal Instruments Corporation, dated January 19, 2001; and

WHEREAS, the New York State Department of Environmental Conservation set forth a remedy to eliminate or mitigate all significant threats to the environment presented by hazardous waste disposal at the Site in a Record of Decision ("ROD") dated March 30, 2000, and such ROD or the Work Plan for the implementation of the ROD required that the Property be subject to restrictive covenants.

NOW, THEREFORE, BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, for itself and its successors and/or assigns, covenants

First, the Property subject to this Declaration of Covenants and Restrictions is described in Appendix "A" (as shown on Figure A-1) attached to this Declaration and made a part hereof.

Second, unless prior written approval by the New York State Department of Environmental Conservation 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, no person shall engage in any activity that will, or that reasonably is anticipated to, prevent or interfere significantly with any proposed, ongoing or completed program at the Property or that will, or is reasonably foreseeable to, expose the public health or the environment to a significantly increased threat of harm or damage.

Third, the portion of the Property consisting of the area of the 1978, 1982, and 1984 building additions at the Property, part of the area of the original building (1973), an exterior area outside the front employees entrance (#1 on Figure B-1), an exterior area adjacent to catch basin

COPY

CB-2044 (#2 on Figure B-1), an area east of the east-side transformer pad (#3 on Figure B-1), an exterior area of the southeast parking area (#7 on Figure B-1), and three exterior areas along the eastern property boundary adjacent to County Route 181 [Industrial Park Drive] (#4, #5, and #6 on Figure B-1); hereinafter referred to as the "Restricted Building Property", is shown on the map attached hereto and made a part hereof in Appendix "B" (Figure B-1).

Fourth, the owner or operator of the Restricted Building Property shall either maintain the building covering the Restricted Building Property or, after obtaining written approval of the Relevant Agency, excavate and remove the inaccessible soils under the Restricted Building Property which are contaminated with hazardous wastes or constituents thereof in accordance with regulatory standards and criteria.

Fifth, the owner of the Restricted Building Property shall prohibit the Restricted Building Property from ever being used for purposes other than for industrial or commercial use excluding use for daycare, child care and medical care without the express written waiver of such prohibition by the Relevant Agency.

Sixth, 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 Relevant Agency.

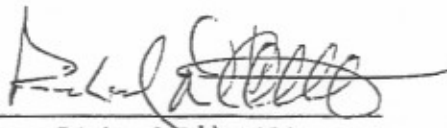
Seventh, the owner of the Property shall continue in full force and effect any institutional and engineering controls the Department required Respondent to put into place and maintain unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

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 the enforcement by the Relevant Agency of this Declaration and hereby covenant not to contest the authority of the Department to seek enforcement.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the 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.

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Name: Richard D'Attilio
Title: Executive Director

State of New York

SS: 

County of Broome

On the 12th day of August, 2005, before me, the undersigned, appeared RICHARD D'ATTILIO 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 person on behalf of which the individual acted, executed the instrument.

Ruth L. Manning (Fiat)
Notary Public

RUTH L. MANNING (Fiat)
Notary Public, State of New York
No. 01MA6044000
Qualified in Broome County
Commission Expires June 26, 20 06

This Indenture made January 22, 1997

Between UNIVERSAL INSTRUMENTS CORP., a Delaware Corporation, having an office and place of business at 90 Bevier Street, Binghamton, New York 13901

party of the first part, and

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, P.O. Box 995,
Binghamton, New York 13902

party of the second part,

Witnesseth that the party of the first part, in consideration of ONE Dollars (\$1.00)

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, ~~XX~~

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Kirkwood, County of Broome and State of New York, bounded and described as follows: Commencing at the intersection of the centerline of Barlow Road, extended southeasterly, with the former southeasterly boundary of Colesville Road (County Road 52); thence along said former highway boundary, the following three courses: 1) N 30-46-37 E, a distance of 37 feet to a point; 2) N 49-46-49 E, a distance of 144.00 feet to a point; and 3) N 79-38-34 E, a distance of 192.84 feet to the Point of Beginning; thence along the southeasterly boundary of Colesville Road, the following seven (7) courses: 1) N 00-00-00 E, a distance of 9.73 feet to a point; 2) N 77-28-44 E, a distance of 137.07 feet to a point; 3) N 66-44-45 E, a distance of 87.32 feet to a point; 4) N 77-45-24 E, a distance of 225.63 feet to a point; 5) N 56-03-01 E, a distance of 257.84 feet to a concrete mon.; 6) S 43-15-39 E, a distance of 1.64 feet to a concrete mon.; 7) N 55-57-51 E, a distance of 126.63 feet to a point; thence S 31-15-18 E, along the southwesterly boundary of Industrial Park Drive (County Road 181) a distance of 534.29 feet to a point; thence S 45-49-11 W, along the northwesterly boundary of Industrial Park Drive, a distance of 552.84 feet to a point; thence N 51-25-41 W, along the northeasterly boundary of Industrial Park Drive, a distance of 812.49 feet to the Point of Beginning.

Containing 9.5887 acres of land as surveyed by Warren D. Jennings, L.S., August 10, 1995 and shown on a map dated September 5, 1995 (file no. 4269).

The above mentioned parcel is subject to a 30 foot Town of Kirkwood permanent easement for sanitary, sewer and water main.

Being the same premises conveyed to the Grantor herein by Warranty Deed from Dovatron, Inc., dated November 15, 1995 and recorded November 29, 1995 in the Broome County Clerk's Office in Liber 1859 of Deeds at page 1446.

Appendix A (1 of 2)

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever ~~WARRANT~~ the title to said premises.

Third, 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 indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

UNIVERSAL INSTRUMENTS CORP.

BY:

Patrick J. Gillard
Vice President, Finance

L. S.

L. S.

L. S.

L. S.

STATE OF NEW YORK, COUNTY OF ELI ss:
On 21 19 97, before me personally came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF ELI ss:
On 21 19 97, before me personally came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF BROOME ss:
On January 22, 19 97 before me personally came PATRICK J. GILLARD

to me known, who, being by me duly sworn, did depose and say that deponent resides at No. 100 Finance of Universal Instruments Corp. the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

M. J. H. H.
Notary Public, State of New York
No. 0260471704

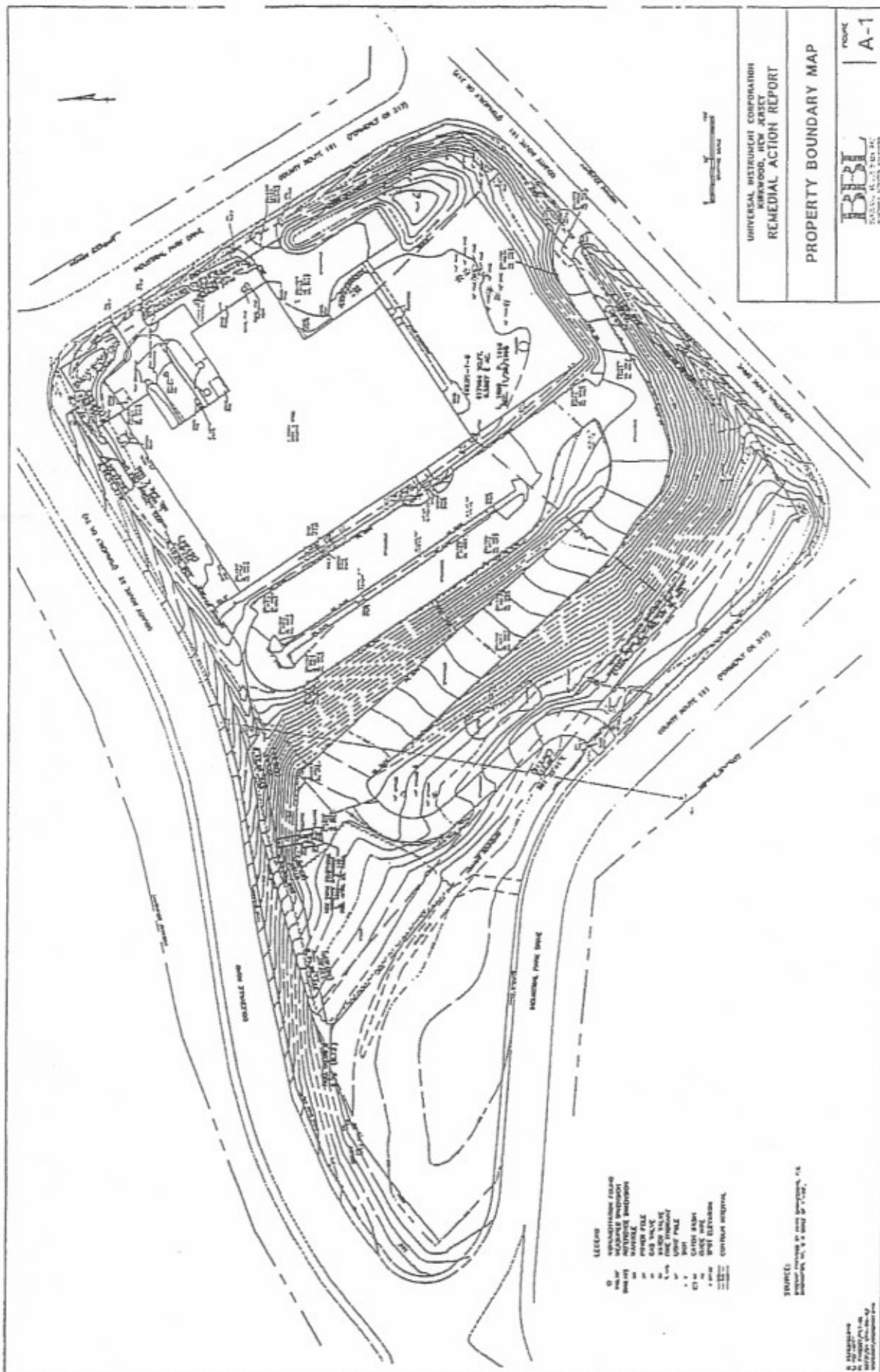
Qualified in Broome County,
My Commission Expires Jan. 31, 1999

STATE OF NEW YORK, COUNTY OF ELI ss:
On 21 19 97, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. 100

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Appendix A "(2062)"



UNIVERSAL INSTRUMENT CORPORATION
 KIRKWOOD, NEW JERSEY
 REMEDIAL ACTION REPORT

PROPERTY BOUNDARY MAP

PBL PROFESSIONAL BOUNDARY LINE
 A-1

- LEGEND**
- 1. UNDEVELOPED LAND
 - 2. EXISTING BUILDING
 - 3. EXISTING ROAD
 - 4. EXISTING FENCE
 - 5. EXISTING UTILITY
 - 6. EXISTING DRAINAGE
 - 7. EXISTING ELEVATION
 - 8. EXISTING CONTAINMENT

SOURCE:
 REMEDIAL ACTION REPORT
 KIRKWOOD, NEW JERSEY
 1990

APPENDIX B