

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 17 day of Oct 2019, by Health Belts Plus, a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 253 Grote Street Buffalo, NY 14207.

WHEREAS, Chem-Core is the subject of a remedial program performed by the New York State Department of Environmental Conservation (the "Department"), namely that parcel of real property located on 1394 Niagara Street in the City of Buffalo, County of Erie, State of New York, which is part of lands conveyed by City of Buffalo to Health Belts Plus by deed dated February 24, 2011 and recorded in the Erie County Clerk's Office in Liber and Page 11199/6495, 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 (the "Remedy").

NOW, THEREFORE, Health Belts Plus, 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 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 Commercial or 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 the groundwater underlying the Property without treatment to render it safe for drinking water or for industrial

purposes, as appropriate, and the user must first notify and obtain written approval 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, 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: Lourdes Pfeffer

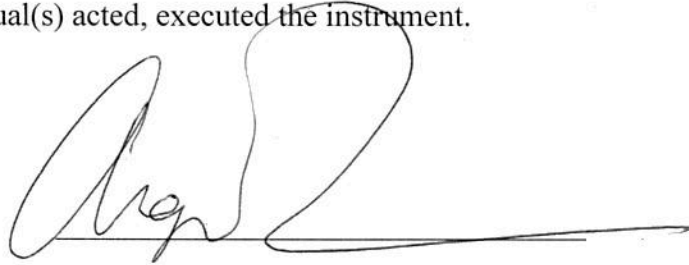
Title: Owner Date: Oct. 17. 19

STATE OF NEW YORK)

) s.s.:

COUNTY OF)

On the 17th day of October, in the year 2019, before me, the undersigned, personally appeared Lourdes Pfeffer, 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

Angela C. Terranova
Notary Public, State of New York
No. 01TE6304266

Qualified in Erie County

My Commission Expires: May 27, 2022

Appendix A

SECTION "A" - Real Property Description

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie, and State of New York being part of Lot Number twelve (12), of the Stevens Survey, bounded and described as follows:-

BEGINNING at a point in the westerly line of Niagara Street at the distance of thirty-three (33) feet southerly from the point of intersection of said line of Niagara Street with the southerly line of Delavan Avenue; running thence westerly and parallel with Delavan Avenue to lands belonging to the New York Central Railroad Company; thence southerly and along said Railroad lands twenty-nine (29) feet; thence easterly and parallel with Delavan Avenue to the westerly line of Niagara Street; thence northerly along said line of Niagara Street twenty-nine (29) feet to the place of beginning.

