



NIAGARA COUNTY - STATE OF NEW YORK
WAYNE F. JAGOW - NIAGARA COUNTY CLERK
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



Recording:

Cover Page	8.00
Recording Fee	14.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

Sub Total:

RECEIPT NO. : 201058936

Clerk: TH

Instr #: 2010-16349

Rec Date: 10/05/2010 01:20:02 PM

Doc Grp: DEED

Descrip: MISCELLANEOUS

Num Pgs: 4

Party1:

BOOTH OIL COMPANY INC

Party2:

BOOTH OIL COMPANY INC

Town:

N/A

Total:

**** NOTICE: THIS IS NOT A BILL ****

Sub Total: 42.00

42.00

Record and Return To:

BLAIR & ROACH
2645 SHERIDAN DR.
TONAWANDA, NY 14150

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE BOOTH OIL SITE PROPERTY

THIS COVENANT, made the ^{16th}~~20th~~ day of September, 2010, by Booth Oil Company, Inc. ("BOCI"), a corporation organized and existing under the laws of the State of New York, owner of Property commonly known as 76 Robinson Street in the City of North Tonawanda, County of Niagara and State of New York (the "Booth Oil Site"),

WHEREAS, BOCI is the owner of Property situate in the City of North Tonawanda, County of Niagara and State of New York, being part of Lot No. 79, of the Mile Reserve and more particularly bounded and described in a deed dated January 4, 1960 and recorded in the Niagara County Clerk's Office on the 16th day of January in Liber 1421 at page 277 attached hereto at Appendix A and made a part hereof,

WHEREAS, the Booth Oil Site, designated Site # 9-32-100, by the New York State Department of Environmental Conservation is the subject of Order on Consent Index # B9-0214-96-03, and

WHEREAS, the Order on Consent requires that the property be subject to certain restrictive covenants,

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

First, the property subject to this Declaration of Covenants and Restrictions is shown on a map attached to this declaration at Appendix B and made a part hereof, and consists of Property described in the deed dated January 4, 1960 attached hereto at Appendix A.

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, 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 soil cap, or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not interfere with the cap covering the Property.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for Manufacturing, Industrial, Light Industrial, or Commercial purposes. Any other use may be allowed only upon demonstration to the satisfaction of the Relevant Agency that any such proposed use will not pose a danger to public health, safety or the environment. Any approval granted by the Relevant Agency for the restricted uses shall be in writing, must contain reference to this instrument, and shall be filed with the Niagara County Clerk's Office.

Fifth, the owner of the Property shall not use or allow 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.

Sixth, the owner of the Property shall not interfere with the continuation in full force and effect of any institutional and engineering controls required under the Order on Consent and the maintenance of such controls.

Seventh, 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 Relevant Agency of the prohibitions and restrictions that Paragraph XI of the Order on Consent require to be recorded, and hereby covenant not to contest the authority of the Relevant Agency to seek enforcement.

Eighth, 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 HEREOF, the undersigned has executed this instrument the day written below.

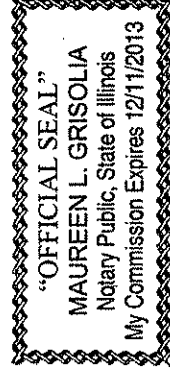
Dated: September 30, 2010

Booth Oil Company, Inc.
By: *Joseph Chalhou*
Title: Treasurer
Printed Name: Joseph Chalhou

State of Illinois)
County of Kane) ss:

On September 30, 2010, before me, the undersigned, personally appeared Joseph Chalhou, the Treasurer of Booth Oil Company, Inc., 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.

Maureen L. Grisolia
Notary Public



This Indenture,

January, Nineteen Hundred and Sixty, day of
Between GEORGE T. BOOTH and GEORGE T. BOOTH, JR., co-partners doing
business as George T. Booth & Son, with principal office and place of
business at 76 Robinson Street in the City of North Tonawanda, County
of Niagara and State of New York,

parties of the first part, and
GEORGE T. BOOTH & SON, INC., a corporation organized and existing
under the laws of the State of New York, with its principal office
and place of business at 76 Robinson Street in the City of North
Tonawanda, County of Niagara and State of New York,

parties of the second part,
Witnesseth that the parties of the first part, in consideration of
One and more Dollars (\$1.00 & more)

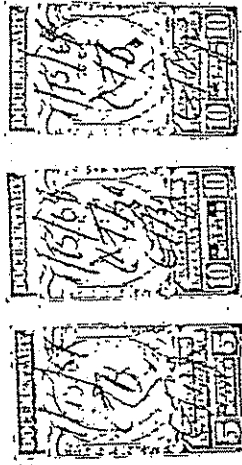
lawful money of the United States,
paid by the party of the second part, do hereby grant and release unto the
party of the second part, its successors and assigns forever,
ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the City of
North Tonawanda, County of Niagara and State of New York, being part
of Lot 79 of the Mile Reserve and more particularly bounded and
described as follows: BEGINNING at a point in the northerly line of
Robinson Street distant one hundred thirty-three (133) feet westerly
as measured along said northerly line of Robinson Street from its
intersection with the westerly Street line of Marion Street, (fifty
feet wide)

(1) Thence westerly, along said northerly line of Robinson Street,
one hundred seventy (170) feet;
(2) Thence northerly, along a curve to the right having a radius of
six hundred seventy-four and sixty-nine hundredths (674.69) feet, an
arc distance of five hundred one and eighty-nine hundredths (501.89)
feet to a point distant one hundred thirty-three (133) feet westerly,
by rectangular measurement, from said westerly line of Marion Street;
(3) Thence southerly, parallel with said Marion Street and distant
one hundred thirty-three (133) feet westerly therefrom, four hundred
sixty (460) feet to the point or place of beginning, containing fifty-
four thousand two hundred eighty-six (54,286) square feet, more or
less.

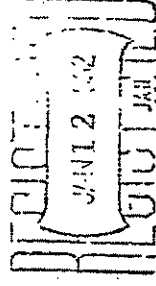
Being a part of the land and the premises conveyed by deed dated
August 8, 1870, from David Robinson to The Suspension Bridge and Erie
Junction Railroad Company recorded in Liber 124 at page 231 of
Niagara County Deed records.

Also being the same premises conveyed to the parties of the first
part herein by deed dated June 29, 1954 and recorded in Niagara
County Clerk's Office June 30, 1954 in Liber 1142 of Deeds at page
41.

Subject to a certain bond and mortgage given to The Marine Trust
Company of Western New York as continuing collateral security in the
amount of \$33,000.00 dated June 29, 1954 and recorded in Niagara
County Clerk's Office June 30, 1954 in Liber 914 of Mortgages at page
178.



CITY OF NORTH TONAWANDA



PAYMENT RECEIVED
NIAGARA COUNTY CLERK
DATE 12-07-80 AMOUNT \$0004.00