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Receipt Date: 03/27/2018 01:32:27 PM
RECEIPT # 20180889525

Joseph A. Mihalko, County Clerk
60 Hawley Street P.O. Box 2062
Binghamton, NY 13902

Recording Clerk: GG
Cash Drawer: CASH2
Rec'd Frm: STEWART TITLE INSURANCE COMPANY

Instr#: 201800008036 Bk/Pg: D2552/633
DOC: DECL. RESTRICTIONS
DEED STAMP: TT003456
OR Party: WINATIC CORPORATION
EE Party: STATE OF NEW YORK DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Recording Fees	
Cover Page	\$5.00
Recording Fee	\$55.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP584	\$10.00

Transfer Tax	
Transfer Tax - State	\$0.00
Transfer Tax - County	\$0.00

DOCUMENT TOTAL: ---->	\$90.00
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Receipt Summary	
TOTAL RECEIPT: ---->	\$90.00
TOTAL RECEIVED: ---->	\$90.00

CASH BACK: ---->	\$0.00
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PAYMENTS	
Check # 331398 ->	\$80.00
HANCOCK ESTABROOK LLP	
Check # 331688 ->	\$10.00
HANCOCK ESTABROOK LLP	

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DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 21 day of February, 2018, by The Winatic Corporation, 409 Commerce Road, Vestal, New York 13850 and having an office for the transaction of business at 5410 115TH Ave. North, Clearwater, Fl. 33760.

WHEREAS, 409 Commerce Road is the subject of a Voluntary Cleanup Agreement (VCA # A7-0374-9809) executed by The Winatic Corporation as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real property located on 409 Commerce Road, in the Town of Vestal, County of Broome, State of New York, which is part of lands conveyed by Hivec, Inc. to The Winatic Corporation by deed dated December 14, 1987 and recorded in the County of Broome by Deed, Liber 1664, Page 187, 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, the The Winatic Corporation, 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/Operation, Maintenance and Monitoring Plan ("SMP" or "OMM Plan"), 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. The SMP or OMM Plan may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233.

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 site Operation & Maintenance Plan, 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 purposes without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Broome County Department of Health to render it safe for use as drinking water or for industrial purposes, 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 or OMM Plan, 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 or OMM Plan, 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 Voluntary Cleanup Agreement requires to be recorded, and 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: John Sellers

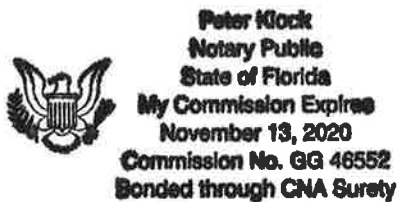
Title: President Date: February 21, 2018

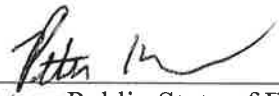
STATE OF FLORIDA)

) s.s.:

COUNTY OF *Pinellas*)

On the 21st day of February, in the year 2018, before me, the undersigned, personally appeared John Sellers, 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 Florida

APPENDIX A

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Vestal, Broome County, New York, bounded and described as follows:

BEGINNING at a point in the easterly line of Commerce Road, which point is 591.4 feet, more or less, northwardly along said easterly line of Commerce Road from its intersection with the northerly boundary of Old Vestal Road, and which point of beginning is also the northwesterly corner of premises heretofore conveyed to Matt Brewer Oil Company of Binghamton, Inc. by deed recorded May 17, 1963 in Book 1065 of Deeds at page 1131; thence North 25 degrees 12 minutes East along the easterly line of Commerce Road a distance of 30.6 feet to a point; thence in a northwardly and eastwardly direction along the easterly line of Commerce Road on a curve having a radius of 1,017.6 feet a distance of 340 feet to an iron; thence South 45 degrees 39 minutes 24 seconds East a distance of 263.4 feet to an iron in the southeasterly line of the premises conveyed by deed recorded in Book 839 of Deeds at page 438, as hereinafter mentioned; thence South 60 degrees 48 minutes West along said boundary of the grantor a distance of 46.2 feet to an iron; thence South 39 degrees 38 minutes West continuing along the easterly line of the grantor, a distance of 249.8 feet to an iron in the northeasterly corner of the premises conveyed to Matt Brewer Oil Company of Binghamton, Inc.; thence North 64 degrees 48 minutes West along the northerly line of the premises conveyed to Matt Brewer Oil Company of Binghamton, Inc. a distance of 215.8 feet to the point or place of beginning.

APPENDIX B

