

16 Court Street
PO Box 307
Owego, NY 13827
(607) 687-8660

Tioga County Clerk Recording Cover Sheet

Received From :

HANCOCK ESTABROOK LLP
100 MADISON STREET, 1500 AXA TOWER I
SYRACUSE, NY 13202-9945

Return To :

HANCOCK ESTABROOK LLP
100 MADISON STREET, 1500 AXA TOWER I
SYRACUSE, NY 13202-9945

Method Returned : MAIL

First GRANTOR

TIoga COUNTY INDUSTRIAL DEVELOPMENT AGENCY

First GRANTEE

SANMINA CORPORATION

Index Type : Deeds

Deed Number : 2015-00000815

Book : Page :

Type of Instrument : Bargain & Sale Deed

Type of Transaction : Deed Commercial

Recording Fee: \$315.00

Recording Pages : 4

The Property affected by this instrument is situated in Owego (Town), in the County of Tioga, New York

Real Estate Transfer Tax

RETT # : 802

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$315.00

State of New York

County of Tioga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Tioga County, New York

On (Recorded Date) : 03/06/2015

At (Recorded Time) : 12:10:30 PM



Doc ID - 007310380004

Robert L. Woodburn, County Clerk



WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 319 & 316-A(5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH FROM THIS INSTRUMENT

This Indenture, *made the 5th day of November, Two Thousand Fourteen*

Between TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public-benefit corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at 56 Main Street, Owego, New York 13827,

Party of the First Part, and

SANMINA CORPORATION, successor in interest to HADCO CORPORATION, a business corporation organized and existing under the laws of the State of Delaware, with an office for the transaction of business located at 1200 Taylor Road, Owego, New York 13827,

Party of the Second Part,

Witnesseth that the *Party of the First Part*, in consideration of One Dollar (\$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*, its successors and assigns, forever

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Owego, County of Tioga and State of New York, more particularly bounded and described on Exhibit "A" attached hereto.

BEING a portion of the premises conveyed to the Tioga County Industrial Development Agency by Warranty Deed of HADCO Corporation dated February 28, 1996 and recorded in the Tioga County Clerk's Office on February 28, 1996 in Book 579 of Deeds at Page 321.

This sale does not constitute all or substantially all of the assets of the Tioga County Industrial Development Agency and is made in the regular course of its business activities.

Together with all right, title and interest, if any, of the *Party of the First Part* in and to any streets and roads abutting the above described premises to the center lines thereof,

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*, its successors and assigns, forever.

And the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

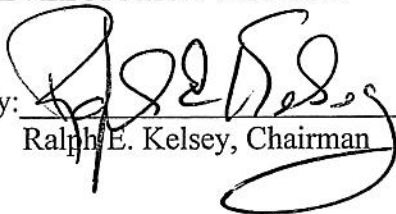
And the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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

TIOGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

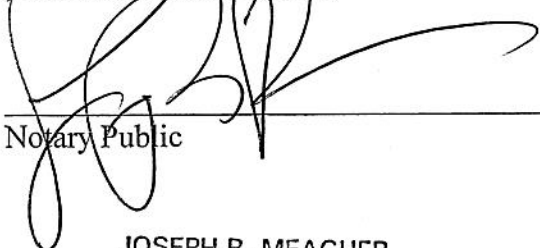
By: 
Ralph E. Kelsey, Chairman

STATE OF NEW YORK:

: ss.

COUNTY OF TIOGA :

On November 5, 2014, before me, the undersigned, personally appeared RALPH E. KELSEY, 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.


Notary Public

JOSEPH B. MEAGHER
Notary Public, State of New York
Broome County 02ME4974837
Commission Expires Nov. 26, 2014

Please record and return to:

Hancock Estabrook, LLP (DKM)
100 MADISON ST.
SYRACUSE, NY 13202

EXHIBIT "A"

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

Commencing at an iron located in the easterly right of way of the Broadway 50 foot right of way, which point is located 1,048.40 feet southwesterly from the intersection of the easterly right of way line of Broadway with the southeasterly boundary of Bodle Hill Road; THENCE North $61^{\circ} 52' 39''$ West a distance of 354.67 feet to an iron; THENCE South $28^{\circ} 01' 47''$ West a distance of 591.60 feet to an iron; THENCE South $61^{\circ} 53' 16''$ East a distance of 365.31 feet to an iron in the easterly line of the Broadway right of way; THENCE North $25^{\circ} 46' 44''$ East, along the easterly right of way line of Broadway, a distance of 319.36 feet to a point and continuing on the easterly right of way line of Broadway, North $28^{\circ} 25' 44''$ East a distance of 272.44 feet to the point or place of beginning, as described in a survey made by John J. Merges, L.L.S., dated April 28, 1987.

This conveyance is made and accepted subject to any and all easements for public utility purposes affecting the subject premises and also made and accepted subject to any and all easements for public utility purposes heretofore granted to New York State Electric & Gas Corporation recorded in the Tioga County Clerk's Office on July 28, 1938 in Book 207 of Deeds at Page 420.

Together with an easement of right of way for access as defined in a Deed made by Owego Development Corporation and Owego Properties, Inc. to Owego Enterprises, Inc. dated and recorded on February 25, 1970 in Book 344 of Deeds at Page 200.

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Method Returned : MAIL

First PARTY ONE

SANMINA CORPORATION

First PARTY TWO

SANMINA CORPORATION

Index Type : Miscellaneous Records

File Number : 2015-00000817

Type of Instrument : Declaration Of Restrictions

Type of Transaction : Misc Records

Recording Fee: \$75.50

Recording Pages : 7

Recorded Information

State of New York

County of Tioga

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Tioga County,
New York

On (Recorded Date) : 03/06/2015

At (Recorded Time) : 12:36:41 PM



Doc ID - 007310400007

Robert L. Woodburn, County Clerk



WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 319 & 316-A(5) OF THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH FROM THIS INSTRUMENT

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 2nd day of MARCH, 2015, by Sanmina Corporation, a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 1200 Taylor Road, Owego, New York 13827.

WHEREAS, Broadway Complex (Site #754013) is the subject of a Voluntary Cleanup Agreement executed by IBM 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 at the address of 1200 Taylor Road in the Town of Owego, County of Tioga, State of New York, being the same as (or part of) that property conveyed to Sanmina Corporation by the Tioga County Industrial Development Agency by deed(s) dated November 5, 2014 and recorded on March 6, 2015 in the Tioga County Clerk's Office in Liber and Page 2015- 815, and being more particularly described in Schedule "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, Sanmina 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 Schedule "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. The SMP 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 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 as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)** 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 Tioga 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.

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 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: _____

Title: _____

Date: _____

Grantor's Acknowledgment

STATE OF NEW YORK)

) s.s.:

COUNTY OF)

On the _____ day of _____, in the year 201_, before me, the undersigned, personally appeared _____, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

On March 2, 2015 before me, Joanne Padilla Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jure Sola
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Joanne Padilla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signature(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signature(s)

Signature's Name: _____ Signature's Name: _____

☐ Corporate Officer --- Title(s): _____

☐ Partner --- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

☐ Corporate Officer --- Title(s): _____

☐ Partner --- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SCHEDULE "A"

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