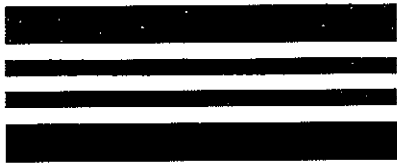


BROOME COUNTY CLERK
RECORDING PAGE



Return To:

HINMAN HOWARD & KATTELL
80 EXCHANGE STREET
700 SECURITY MUTUAL
BINGHAMTON, NY 13901

R M J REALTY LLC

Index : BOOK OF DEEDS
Book : 02394 Page: 0472
Pages : 0005
Instrument : Decl Restrctns
Date : 1/28/2013
Time : 3:28:39
Control# : 201300002977
Fil#1 :
Fil#2 : TT 2013 002211
Employee ID: GMG30953

MORTGAGE TAX

RC2 - RECORDING	\$	46.00	Mortgage Amount	\$.00
RCMx Basic Recording	\$	19.00	Basic	\$.00
STTX - TRANSFER TAX	\$	0.00	Special	\$.00
CTTX - TRANSFER TAX	\$	0.00	Additional	\$.00
			Total	\$.00
 Total	\$	65.00			

STATE OF NEW YORK
BROOME COUNTY CLERK

TRANSFER TAX

WARNING-THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 316-A(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.	Taxable Amt	\$.00
	Transfer Tax	\$.00

RICHARD R BLYTHE

Comp _____
Ver. _____
Bk. _____



0201300002977

D03

4
469

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 9 day of January 2013, by RMJ REALTY, LLC, a Limited Liability Company organized and existing under the laws of the State of New York, having an office for the transaction of business at 417 Meeker Road, Vestal, New York 13850.

WHEREAS, 709 North Street, Endicott, New York is the subject of a Voluntary Cleanup Agreement executed by RMJ REALTY, LLC as part of New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely a parcel of real property located at 709 North Street in the Village of Endicott, County of Broome, State of New York, land conveyed from RMJ REALTY, a Partnership to RMJ REALTY, LLC by deed dated July 31, 1996 and recorded in the Broome County Clerk's Office on August 9, 1996 in Book 1868 of Deeds at Page 855 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 at the Property and also agreed to issue a Release to owner contingent upon the Property being subject to this restrictive covenant and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, RMJ REALTY, LLC, 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 Operation and Maintenance Plan ("O & M 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.

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 O & M Plan, unless in each instance the owner first obtains a written waiver of such prohibition from the Department of Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for **commercial 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 rendering it safe for drinking water as appropriate, unless the user first obtains permission 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 O & M Plan and have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any operation and maintenance 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 O & M 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 of 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.

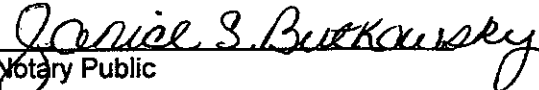
IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Owner:
RMJ REALTY, LLC

By: 
Member

STATE OF NEW YORK)
) SS.:
COUNTY OF BROOME)

On this 9 day of January, in the year 2013, before me, the undersigned, personally appeared Robert H. Schapiro, 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

Appendix "A" - Legal Description of Property
Appendix "B" - Survey Map

JANICE S. BUTKOWSKY
Notary Public, State of New York
No. 01BU4963349
Qualified in Broome County
My Commission Expires March 12, 2014

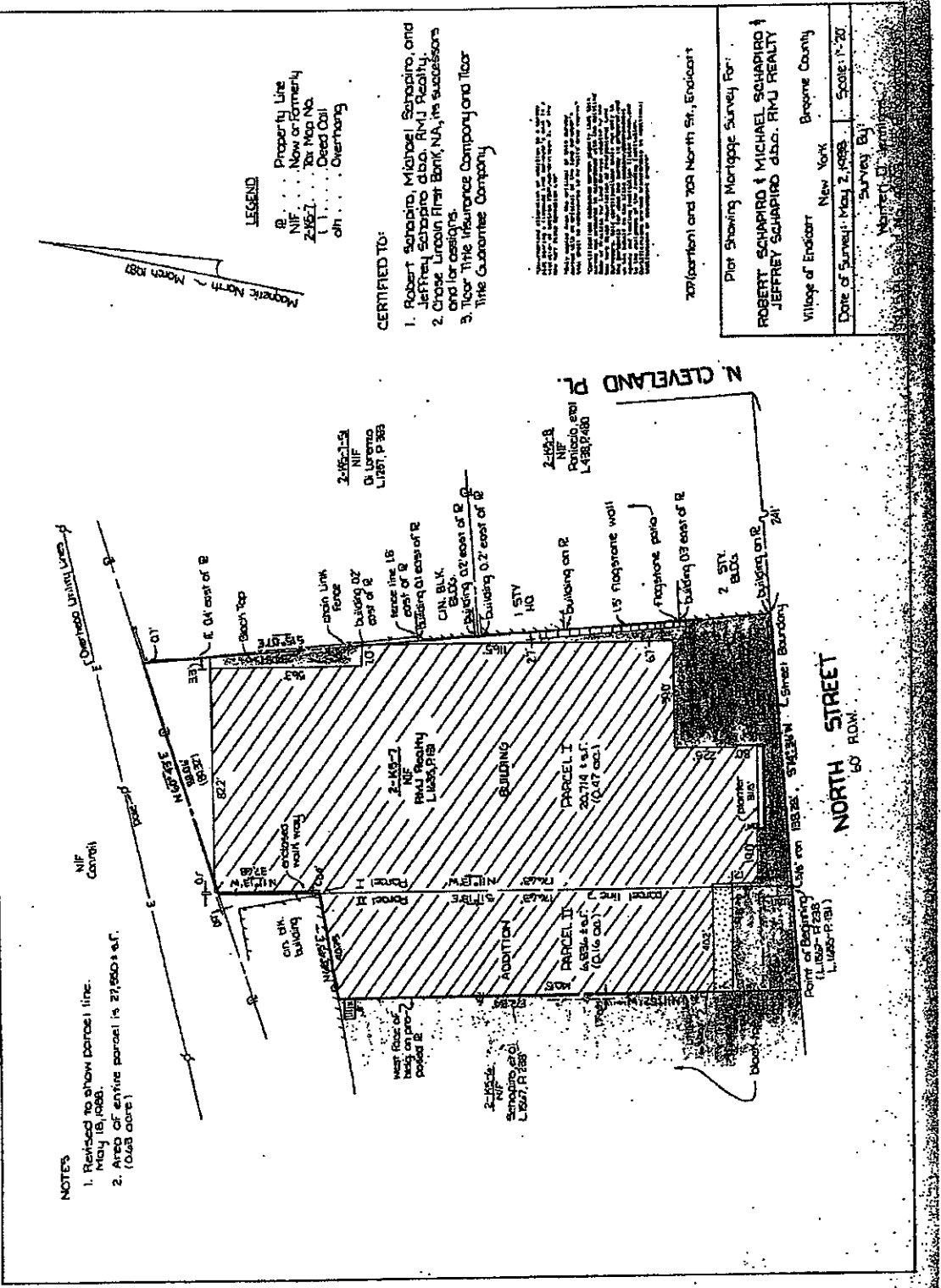
Appendix "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Endicott, County of Broome, State of New York, described as follows:

BEGINNING at an iron pin in the northerly line of North Street, Village of Endicott, said pin being located south 74 degrees 36 minutes west a distance of 341 feet from the intersection of the northerly line of North Street and the westerly line of Cleveland Place; THENCE north 11 degrees 13 minutes west a distance of 214.31 feet to a point; THENCE north 60 degrees 43 minutes east a distance of 88.06 feet to a point; THENCE south 15 degrees 07 minutes east a distance of 234.87 feet to a point; THENCE south 74 degrees 36 minutes west a distance of 100.00 feet to the point and place of beginning.

NOTES

1. Revised to show parcel line. May 18, 1968.
2. Area of entire parcel is 27,850 s.f. (0.63 acre)



LEGEND

- B Property Line
- NIF Now or Formerly
- Z-185-7 Tax Map No.
- ch Deed Call
- oh Overhang

CERTIFIED TO:

1. Robert Schapiro, Michael Schapiro, and Jeffrey Schapiro, also, RIMJ Realty.
2. Chase Union First Bank, NA, its successors and/or assigns.
3. Tice Title Insurance Company and Tice Title Guarantees Company

I, the undersigned, being a duly qualified and licensed Surveyor in the State of New York, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the parties hereto, and that the same conforms to the requirements of the laws of the State of New York in that behalf relating to the recording of surveys.

707 (part) and 708 North St., Endicott

Plot Showing Mortgage Survey For:	
ROBERT SCHAPIRO & MICHAEL SCHAPIRO & JEFFREY SCHAPIRO also, RIMJ REALTY	
Village of Endicott	Bremer County
New York	
Date of Survey: May 2, 1968	Scale: 1"=20'
Survey By: [Signature]	