COPY

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 22 day of October, 2007, by **ARTHUR H. KATZ** having an office for the transaction of business at 1101 Monroe Street, Toledo, Ohio 43624 and **RANDOLPH S. KATZ**, as executor of the Estate of Calvin Katz.

WHEREAS, 7980-7984 Brewerton Road, Cicero, Onondaga County, New York is the subject of a Voluntary Agreement executed by Arthur H. Katz, Calvin Katz and Dale A. Desnoyers, 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 7980-7984 Brewerton Road in the Village of Cicero, County of Onondaga, State of New York, which is part of lands conveyed by E.W. George Properties, Inc. to Arthur H. Katz and Calvin Katz by deed dated March 25, 1986 and recorded in the Onondaga County Clerk's Office on March 25, 1986 in Book 3244 of Deeds at Page 190 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; and

WHEREAS, Calvin Katz has died since the execution of the above-referenced Voluntary Agreement, and Randolph S. Katz has been appointed as executor of his Estate;

NOW, THEREFORE, Arthur H. Katz and Randolph S. Katz, as executor of the Estate of Calvin Katz, for themselves and their successors and/or assigns, covenant 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, and consists of the metes and bounds as attached hereto as 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. The soils may be distributed on the Property in accordance with the Soil Management Plan attached hereto as Appendix "C"

Third, the owner of the Property shall maintain the cap covering the Property by maintaining its grass cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for commercial/industrial uses without the express written waiver of such prohibition by the 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 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 continue in full force and effect any institutional and engineering controls required under the Agreement and maintain such controls unless the owner first obtains permission to discontinue such controls from the Relevant Agency. Any building constructed or utilized on the Property must contain a sub-slab depressurization ("SSD") system to be operated in accordance with the SSD Manual attached hereto as Appendix "D".

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 X of the Agreement 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 WHEREOF, the undersigned has executed this instrument the day written below.

Arthur H. Katz

ESTATE OF CALVIN KATZ

By: Randolph S. Katz, Executor

STATE OF Ohio)
COUNTY OF Lucas) ss:

On the 22ND day of October in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur H. Katz, 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.

Vanessa R. Walker
Notary Public

VANESSA R. WALKER
Notary Public, State of Ohio
My Commission Expires 06/02/2009

STATE OF Ohio)
COUNTY OF Lucas) ss:

On the 22ND day of October in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Randolph S. Katz, 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.

Vanessa R. Walker
Notary Public

VANESSA R. WALKER
Notary Public, State of Ohio
My Commission Expires 06/02/2009

VANESSA R. WALKER
Notary Public, State of Ohio
My Commission Expires [illegible]

THIS INDENTURE, made the 25 day of March 1986,

BETWEEN E. W. GEORGE PROPERTIES, INC., 6124 Pine Grove Road, Clay, New York, 13041,

grantor

ARTHUR H. KATZ and CALVIN KATZ, equally as tenants in common,

grantee

CICERO

WITNESSETH, that the grantor, in consideration of ---ONE AND NO/100 ($1.00) DOLLARS and other good and valuable consideration---------- paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cicero, Onondaga County, New York, being a part of Farm Lot No. 66 of said Town of Cicero, bounded and described as follows: Beginning at a point in the center line of New York State Route 11, formerly the Plank Road, at the northwest corner of the premises conveyed to Hans P. Hansen by Lewis A. Reynolds and Cora B. Reynolds, his wife, by deed dated October 15, 1933, and recorded in the Onondaga County Clerk's Office on October 18, 1933, in Book 734 of Deeds at page 155 &c.; running thence South, 88° 22' East, along the Northerly line of the lands and premises described in said deed, 375.72 feet to a point; running thence South, 21° 30' West on a line parallel with the center line of said Route 11, a distance of 255 feet to a point; running thence North 88° 22' West, a distance of 375.72 feet to a point in the center line of said New York State Route 11; running thence North, 21° 30' East, along the center line of said Route 11, a distance of 255 feet to the point or place of beginning.

SUBJECT to easements, covenants and restrictions of record, if any, affecting said premises.

INTENDING to convey the same premises as were conveyed to D. R. Evans, Inc., now known as E. W. George Properties, Inc., a New York Corporation, by Ciannilli Realty Co., Inc., by deed dated June 15th, 1973 and recorded in the Onondaga County Clerk's Office June 15th, 1973, in Book of Deeds 2504 at Page 193.

THIS CONVEYANCE is of premises which do not constitute all or substantially all of the assets of the party of the first part. The certificate of incorporation of the party of the first part does not require any consent of stockholders to the sale of the property.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST.—The grantor shall quietly enjoy the said premises:

SECOND.—The grantor will forever warrant the title to said premises:

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

In presence of:

E. W. GEORGE PROPERTIES, INC.

BY: EARL W. GEORGE, PRESIDENT

STATE OF NEW YORK, COUNTY OF ONONDAGA ss:

On the 25 day of March 1986 before me personally came EARL W. GEORGE to me known, who, being by me duly sworn, did depose and say that he resides at No. 6124 Pine Grove Road, Clay, N.Y. 13041 that he is President of E. W. George Properties, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by order of the board of directors of said corporation.

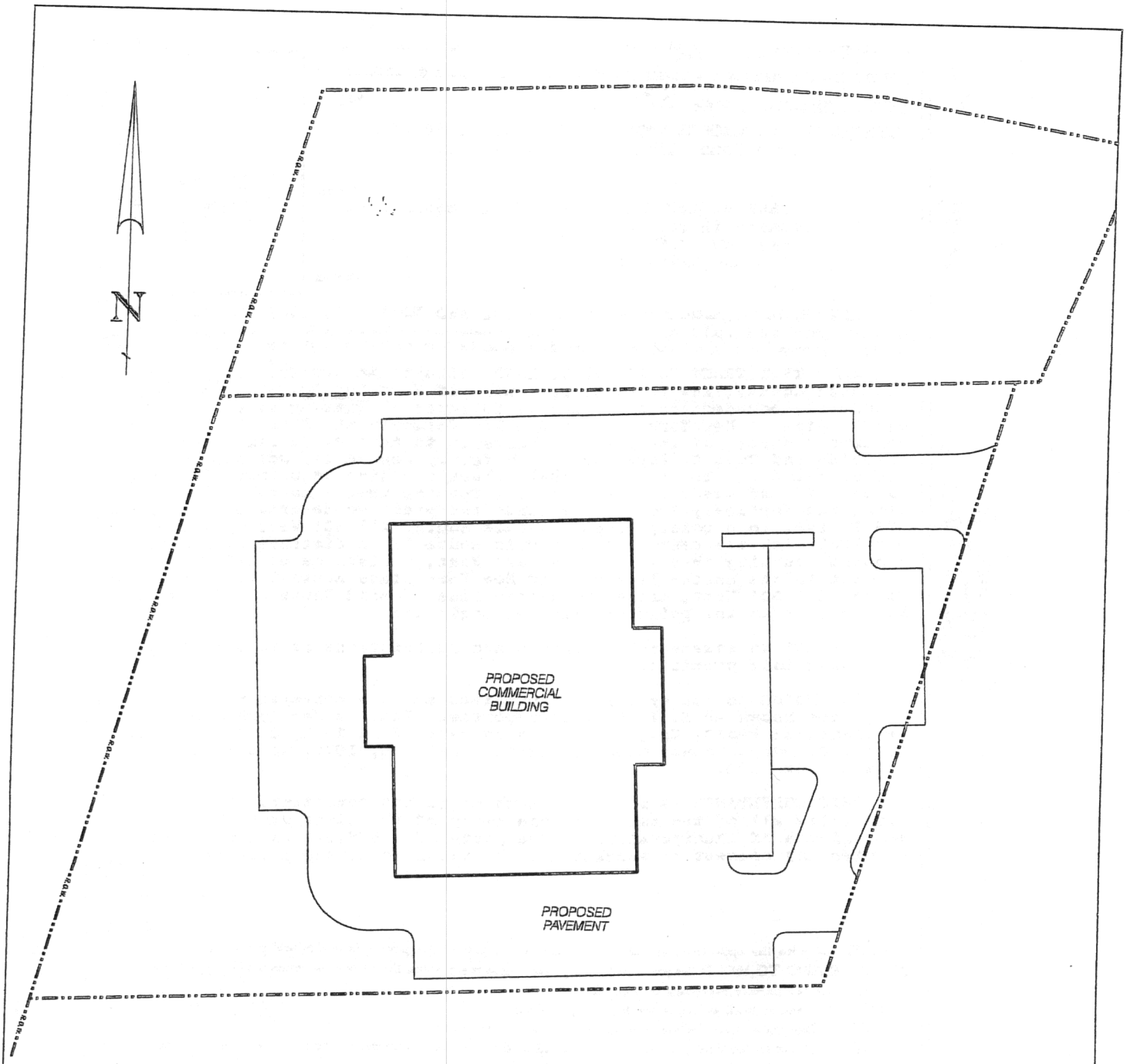
NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF

On the day of

before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.



Plan View

1" = 60'

60 0 60 120

SCALE FEET

MAP REFERENCES:

1. COMPOSITE [SURVEY] MAP, ALFRED N. IANUZI, JR. L.S., FEBRUARY 26, 1987.

PLUMLEY ENGINEERING

Environmental Engineering

DESCRIPTION: PROPERTY SUBJECT TO DECLARATION OF COVENANTS & RESTRICTIONS

PROJECT: VOLUNTARY CLEAN UP PROGRAM
VCA No. A7-0466-0702

CLIENT: HANCOCK & ESTABROOK, LLP

LOCATION: TOWN OF CICERO, ONONDAGA COUNTY, NEW YORK

APPENDIX B

...\Drawings\AppendixB.dgn 10/4/2007 9:57:37 AM

Declaration of Covenants and Restrictions - Appendix C

SOIL MANAGEMENT PLAN

This plan presents precautionary steps to be implemented whenever there is disturbance of soils from below one foot in depth within the designated zone for soil management on the map attached to this plan. This plan must be kept on site and be available to direct utility, construction, or other workers who may disturb soils from beneath one foot below the ground surface.

The designated zone may contain residual affected soil that is governed by this plan. A 10-foot buffer has been incorporated into the designated zone. Site soil outside the designated zone may be disturbed without restriction. Disturbance shall mean any digging, excavation (whether manual or mechanically), trenching, dozing, landscaping, natural or other activity that results in exposing or bringing to the surface of soils located one foot or more below the land surface before the disturbance began.

The following steps shall be taken to minimize the potential exposure hazard at this site within the designated zone.

1. Before disturbance of soils within the designated zone that will penetrate 1 foot or more into the ground, this document shall be reviewed to identify the required steps to safely and appropriately handle subsurface soils.

2. The top foot of soils can be scraped over the area of excavation and set aside for replacement.

3. All site workers who may come into physical contact with designated zone soils from below 1 foot in depth shall wear protective gloves on the hands (i.e. nitrile, chemical resistant or equivalent) suitable for handling chlorinated solvent impacted soils. Workers

in direct contact with subsurface soils should change the gloves daily, or immediately if the gloves becomes punctured, torn or tacky on the outside surface.

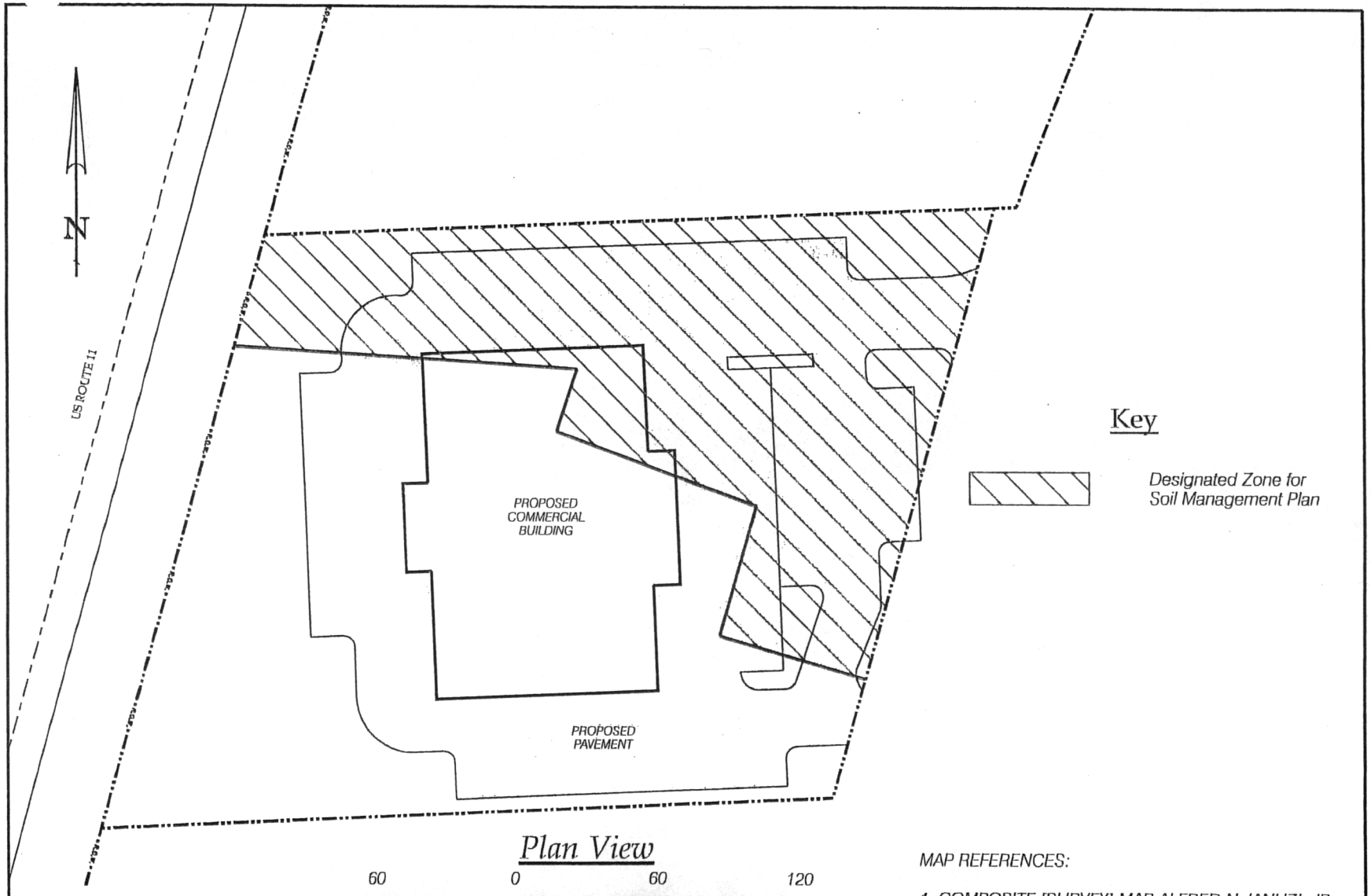
4. Plastic sheeting (thickness 6 mil or greater) shall be spread over a sufficient area and be bounded with a perimeter berm at least 3 inches high. The sheeting shall overlap the top of the perimeter berm.

5. Excavated soils taken from below 1 foot in depth shall be stockpiled on the plastic sheeting.

6. If the excavated soils are to remain on the sheeting overnight, the soil pile shall be covered by plastic sheeting that is weighted around the perimeter to minimize infiltration of precipitation into the soil.

7. At the conclusion of the excavation activity, the soil on the plastic sheeting may be replaced into the ground. This soil must then be covered with 1 foot of clean topsoil. The soil scraped from the land surface initially may be used for this purpose, with additional clean soil brought to the site, as needed.

8. If all or some of the stockpiled soil cannot be returned to its original subsurface position, several options are available to determine appropriate disposition. The soils must either be sent off-site to an appropriate landfill or treatment facility, or the New York State Department of Environmental Conservation (DEC) must be contacted to confirm the sampling required to evaluate whether it may be placed elsewhere on the property. The DEC Region 7 general telephone number is (315) 426-7400 and the Division of Solid & Hazardous Materials may be reached at (315) 426-7419.



Plan View

60 0 60 120

1" = 60'

SCALE FEET

MAP REFERENCES:

1. COMPOSITE [SURVEY] MAP, ALFRED N. IANUZI, JR. L.S., FEBRUARY 26, 1987.

PLUMLEY ENGINEERING

Civil and Environmental Engineering

PLUMLEY ENGINEERING, P.C.
8232 LOOP ROAD
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REVISIONS: DATE: BY:

1

DESC.: DESIGNATED ZONE FOR SOIL MANAGEMENT PLAN

PROJ.: VOLUNTARY CLEANUP PROGRAM
VCA No. A7-0466-0702

CLIENT: HANCOCK & ESTABROOK, LLP

LOTN.: TOWN OF CICERO, ONONDAGA COUNTY, NEW YORK

PROJECT No.:	2003074
FILE NAME.:	Exhibit B
SCALE:	1"=60'
DATE:	2008
ENG'D BY:	WJS
DRAWN BY:	JMD
CHECKED BY:	WJS

SUB-SLAB DEPRESSURIZATION SYSTEM MANUAL

This Plan sets forth the requirements the sub-slab depressurization (SSD) system that must be installed into any existing or newly constructed occupied site structure. An SSD system is intended to protect the public from potential exposure to soil vapors and must be operated continuously except during routine maintenance, interruption of electrical service, mechanical failure or other temporary condition that inhibits system function. This manual must be kept on site and available to maintenance personnel for their use in performing maintenance.

System Description

SSD piping typically consists of sub-slab Schedule 40 PVC 0.020-slot piping and risers. It includes an exhaust fan capable of producing approximately 1.00 to 1.25 inches of water vacuum at the specified exhaust flow rate. The fan must be located above the highest occupied level of the structure or at the rooftop near the atmospheric discharge point, such that the piping in the occupied portions of the building are under negative pressure during fan operation. Typical systems also include a manometer/vacuum gauge, an audible/visible alarm located in a utility closet where the SSD piping penetrates the floor slab, and a fan speed controller (optional).

The fan must be capable of drawing vapors from beneath the building while maintaining a minimum vacuum in the sub-slab of 0.002 inches of water column at all times during system operation. A typical design provides a sub-slab vacuum of greater than 0.025 inches of water column vacuum in the sub-slab to minimize ongoing vacuum monitoring requirements of the New York State Department of Health.

System Operation

The motive force for the SSD system (i.e. fan) shall remain in the "on" condition at all times except when public electric utility service is interrupted. In the event of electrical service disruption, the system shall be operational within a reasonable time period after electrical service

is restored. This unit shall be cleaned and maintained per the fan manufacturer specifications. The fan shall also be manually checked once per calendar year to assure it is operating properly and, if it is not operating properly, action must be taken to repair or replace the unit in a timely manner.

Maintenance

The fan, riser piping, discharge point and manometer/ vacuum gauge are the important system elements. The fan shall be inspected at least annually and maintained in accordance with the manufacturer's recommendations. The exposed run of the riser pipe shall be inspected annually to assure that no cuts, cracks, or punctures exist. All necessary repairs shall be made in a timely manner. The discharge point of the piping on the rooftop shall be inspected to assure that no blockage has occurred due to nesting insects. Typically the atmospheric discharge point is fitted with a mesh screen with a mesh opening suitable to prevent nesting insects from crawling into the pipe to build a nest. However, an annual inspection and repair/action will assure the discharge point remains unimpeded to the discharge of air/vapor from the fan. The manometer/vacuum gauge (located in a utility closet at the floor slab level) shall be checked annually to assure it is in working order and has no deficiency that prevents it from displaying the vacuum in the system piping. The flexible tubing shall be visually inspected for cracks, punctures or abrasions, and replaced as necessary. The fan speed controller (if installed) can be checked by moving it from its set point and observing a change in the manometer/vacuum gauge. The visible/audible alarm can be checked by temporarily shutting off the fan to trip the alarm.

Recordkeeping

Records of the repair, inspection and maintenance actions taken to sustain the SSD system operation must be made and retained at the site for review during preparation of the annual inspection report to be prepared by a licensed professional engineer or qualified environmental professional. A *Maintenance and Inspection Log* is attached to this Plan for this purpose.

Post Mitigation System Confirmation Testing

Post-installation confirmation testing will be performed to demonstrate proper installation and effectiveness of the SSD system, per New York State Department of Health (DOH) soil vapor mitigation guidance. The DOH guidance requires that a differential in pressure between the indoor air and the sub-slab must be a minimum of 0.002 inches of water column with the indoor air pressure being greater. After installation of the SSD system, the actual sub-slab pressure will be measured and if it does not exhibit a vacuum of equal to or greater than 0.002 inches of water column (relative to indoor air), then the system fan will be replaced with a fan capable of generating a larger static vacuum beneath the slab. If the sub-slab does not exhibit a vacuum of equal to or greater than 0.025 inches of water column relative to the indoor air, then four quarters of seasonal differential pressure monitoring are required by the DEC. This seasonal pressure monitoring would determine if the seasonal sub-slab pressure remains a minimum of 0.002 inches lower than the indoor air pressure year-round.