

**Jamie Romeo, County Clerk**

Monroe County Clerk

39 West Main Street

Rochester, NY 14614

**Receipt #:** 3542435  
**Transaction #:** 9398968  
**Transaction Date:** 08/22/2023 04:26:08 PM  
**Payment Comment:**

**Fees for: DECLARATION OF RESTRICTION AND COVENANTS** **\$0.00**

<b>Book / Page:</b> D 12854 0479	MONROE COUNTY OF,
<b>Instrument #:</b> 202308221295	NEW YORK STATE DEPARTMENT OF
<b>Ref #:</b> TT0000001398	ENVIRONMENTAL CONSERVATION,
<b>Recorded:</b> 08/22/2023 04:26:08 PM	
Recording Fee	\$26.00
Waived All Fees - monroe county law dept	\$-26.00
Pages Fee	\$30.00
Waived All Fees - monroe county law dept	\$-30.00
State Fee Cultural Education	\$14.25
Waived All Fees - monroe county law dept	\$-14.25
State Fee Records Management	\$4.75
Waived All Fees - monroe county law dept	\$-4.75
TP-584 Form Fee	\$5.00
Waived All Fees - monroe county law dept	\$-5.00

**Total Charges for Transaction:** **\$0.00**

**Payments Received:**

**Change** **\$0.00**

Cashier: JI

AUG 22 2023

**DECLARATION of COVENANTS and RESTRICTIONS** Monroe County Clerk's Office

**THIS COVENANT** is made the 15<sup>th</sup> day of February 2023, by the COUNTY OF MONROE, a New York municipal corporation and having an office for the transaction of business at 39 West Main Street, Rochester, NY 14614 ("Monroe County").

**WHEREAS**, Brockport Landfill Site No.828038 is the subject of Order on Consent (B8-0375-91-06) executed by the Village of Brockport; Monroe County; General Electric Company; Owens-Brockway Glass Container Inc.; and Minnesota, Mining, and Manufacturing Company (the "Order"), as part of the New York State Department of Environmental Conservation's (the "Department") Registry of Inactive Hazardous Waste Disposal Site No.828038 Program, a portion of which was located at that parcel of real property located off Owens Road easterly to Sweden Walker Road, part of Tax Account # 069.04-1-13, part of Tri Tract S12, S16 T3 Old Trolley Bed in the Town of Sweden, Brockport, 14420, County of Monroe, State of New York, which is part of lands conveyed by the Rochester, Lockport & Buffalo Railroad Corporation to Monroe County by deed dated October 9, 1937 and recorded in the Monroe County Clerk's Office in Liber 1854 of Deeds at page 101, and being more particularly described in **Appendix "A"** and shown on the map attached as **Appendix "B,"** 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**, Monroe County, 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 approved Site Management Plan and any modification thereof approved in writing by the Department or Relevant Agency ("SMP"), which is incorporated herein and made enforceable hereby, 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 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 took title to the Property by Resolution No. 82 of 1938 to be "held for a Public Use". The current use of the Property is as a closed landfill. The owner shall obtain written approval from the Department or Relevant Agency for any future use of the Property prior to commencing such use. The Department or Relevant Agency will determine whether the requested use disturbs the integrity of the final cover, the function of the groundwater wells, or poses a potential threat to human health or the environment and will approve or deny the requested use of the Property. Approval or denial of any use of the Property is at the sole discretion of the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment as determined by the New York State Department of Health or the Monroe County Department of Health to render it safe for drinking water or for industrial purposes, as appropriate, 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 grant access to the entity responsible for site inspection and maintenance under the SMP (the "Responsible Entity"), when and as necessary, for the Responsible Entity to carry out its obligations under the SMP.

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 Order 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.

*[Signature Page to Follow]*

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

COUNTY OF MONROE

By: *Adam Bello*  
Print Name: Adam J. Bello, County Executive  
Date: 2/15/2023



STATE OF NEW YORK)

) s.s.:

COUNTY OF MONROE)

On the 15<sup>th</sup> day of February, in the year 2023, before me, the undersigned, personally appeared **Adam J. Bello**, 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.

*Marilyn A.M. Perrin*  
Notary Public State of New York

**MARILYN A.M. PERRIN**  
**NOTARY PUBLIC, State of New York**  
Registration No. 01PE6387321  
Qualified in Monroe County  
Commission Expires February 11, 2027

**Appendix "A"**  
Description of the Property

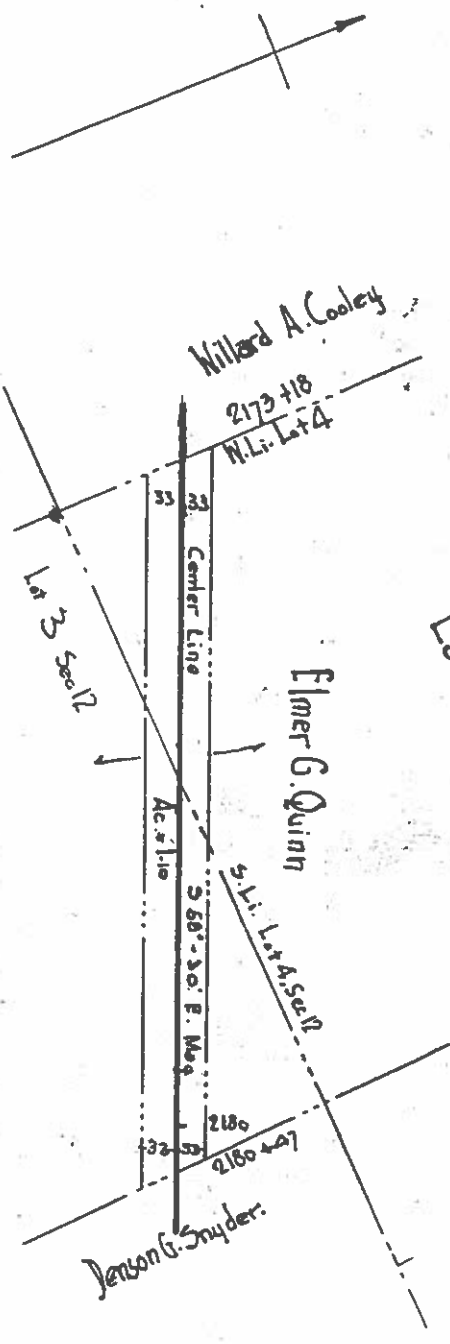
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Sweden, County of Monroe, and State of New York, being part of Lots 3 and 4, Section 12, being a strip of land sixty-six (66) feet wide extending in a northwest and southeast direction across lands now or formerly owned by Elmer G. Quinn, thirty-three (33) feet in width being on each side of the center line of the Albion Electric Railway, as located, and particularly described as follows:

Beginning at a point in the boundary line between lands of said Quinn and lands now or formerly owned by Willard A. Cooley, where the same is intersected by the center line of the Albion Electric Railway, as located; thence northerly along said boundary line to a point therein distant thirty-three (33) feet northeasterly at right angles from said center line; thence southeasterly along a line parallel with said center line to its intersection with the boundary line between lands of said Quinn and lands now or formerly owned by Denson G. Snyder; thence southerly along said boundary line to a point therein distant thirty-three (33) feet southwesterly at right angles from said center line; thence northwesterly along a line parallel with said center line to first mentioned boundary line between said Quinn and said Cooley; thence northerly along said boundary line to the point of beginning, containing one and ten hundredths (1.10) acres, be the same more or less, according to map accompanying a certain deed bearing date May 6, 1905, from Elmer G. Quinn to Samuel H. Parsons, and recorded in Monroe County Clerk's office on April 9, 1906, in Liber 724 of Deeds, at page 333, and being the same premises conveyed by said deed.

Being the third parcel of premises conveyed by Samuel H. Parsons and Inez V. Parsons, his wife, to Buffalo, Lockport & Rochester Railway Company by deed dated October 31, 1905, and recorded in Monroe County Clerk's office on April 9, 1906, in Liber 724 of Deeds at page 396.

**Appendix "B"**  
Map of the Property

ALBION ELECTRIC RAILWAY  
 Map showing Right of Way through lands of  
 Elmer G. Quinn  
 TOWN OF SWEDEN, MONROE Co., N.Y.  
 Scale 1"=200'



*June 18*