

MONROE COUNTY CLERK'S OFFICE



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BOX 36

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Instrument DECL RESTR COVT
Date : 2/27/2004
Time : 10:16:00
Control # 200402270112
TT#
TT# TT 0000 015002
Employee ID JMC40

ROCHESTER CITY OF
ROCHESTER CITY OF

MORTGAGE TAX

FILE FEE-S \$ 19.00
FILE FEE-C \$ 13.00
REC FEE \$ 12.00
\$.00
\$.00
\$.00
\$.00
\$.00
\$.00
Total: \$ 44.00

MORTGAGE AMOUNT \$.00
BASIC MORTGAGE TAX \$.00
SPEC ADDIT MTG TAX \$.00
ADDITIONAL MTG TAX \$.00
Total \$.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 317-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH OR REMOVE.
TRANSFER AMT \$.00
TRANSFER TAX \$.00

Acting County Clerk
Larry Staub



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**DECLARATION OF ENVIRONMENTAL CONDITIONS,
RESTRICTIONS AND COVENANTS**

THIS DECLARATION is made this 12th day of February, 2004, by the **CITY OF ROCHESTER**, a New York municipal corporation with offices at 30 Church Street, Rochester, New York 14614 (hereinafter, "City" or "Grantor")

1. OWNERSHIP. The City is the owner of the following real property in the City of Rochester, New York set forth on a map of the Atlantic-Woodstock Subdivision prepared by Sear Brown Group (the "Subdivision Map") and filed August 6, 2003 in the Monroe County Clerk's Office in Liber 317 of Maps, page 13

<u>Address</u>	<u>SBL</u>	<u>Lot # on Subdivision Map</u>
10 Newcroft Park	107 81-02-32 1	1
20 Newcroft Park	107 81-02-32 2	2
25 Newcroft Park	107 81-02-35 1	21
28 Newcroft Park	107 81-02-32 3	3
35 Newcroft Park	107 81-02-35 2	20
38 Newcroft Park	107 81-02-32 4	4
41 Newcroft Park	107 81-02-36 1	19
46 Newcroft Park	107 81-02-32 5	5
49 Newcroft Park	107 81-02-36 2	18
55 Newcroft Park	107 81-02-36 3	17
61 Newcroft Park	107 81-02-36 4	16
67 Newcroft Park	107 81-02-35 3	15
73 Newcroft Park	107 81-02-17 4	14
74 Newcroft Park	107 81-02-18 6	6
82 Newcroft Park	107 81-02-18 7	7
85 Newcroft Park	107 81-02-17 3	13
90 Newcroft Park	107 81-02-18 8	8
99 Newcroft Park	107 81-02-65 1	12B
108 Newcroft Park	107 81-02-17 2	9
111 Newcroft Park	107 81-02-65 2	12
116 Newcroft Park	107 81-02-17 1	10
124 Newcroft Park	107 81-02-66 1	11
73 Woodstock Road	107 81-02-18 5	22
79 Woodstock Road	107 81-02-18 4	23
85 Woodstock Road	107 81-02-18 3	24
93 Woodstock Road	107 81-02-18 1	25
2177 E Main Street	107 81-02-07	26

27 11:03:16

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2. CONDITIONS. The City hereby declares and imposes on each and every parcel of the real property set forth above, the following conditions with respect to the use of each and every parcel of the real property set forth above

The real property conveyed herein by this deed has been investigated and remediated in accordance with the terms and conditions of the "Environmental Restoration

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Program" established under the 1996 Clean Water/Clean Air Bond Act, as set forth in title 5 of article 56 of the New York State Environmental Conservation Law ("ECL") and its accompanying regulations, and is subject to the terms and conditions set forth in such laws and regulations. This real property is further subject to the terms and conditions of the following State Assistance Contracts (SAC) entered into by the City of Rochester ("Municipality") and the New York State Department of Environmental Conservation ("NYSDEC")

an **investigation**, State Assistance Contract ("SAC") No. C300944, filed in the Monroe County Clerk's Office in Book of Deeds No. 09463 at Page No. 01, and any amendments thereto (if applicable), and

a **remediation**, SAC No. C300944, filed in the Monroe County Clerk's Office in Book of Deeds No. 9891 at Page No. 437, and any amendment thereto (if applicable)

Additionally, the real property is subject to the terms and conditions of Records of Decision (ROD) relating to the investigation of real property, as prepared by NYSDEC dated July 1998 and March 2000, and on file in the central office of the NYSDEC

The Grantor agrees to the following conditions with respect to the use of the real property described herein

(a) the property shall be used for the following purpose: RESIDENTIAL, groundwater underlying this property shall not be used as a source of potable or process water

(b) the Municipality and successors in title shall implement the following engineering controls over the property: NO ENGINEERING CONTROLS REQUIRED

(c) No person shall use for drinking purposes, or in the preparation of food intended for human consumption, any water except the potable water supply authorized for public use by the City of Rochester

The Grantor hereby declares that the real property described herein and being conveyed by this instrument shall be held, sold and conveyed subject to each and every term, covenant, condition and restriction set forth in the afore-mentioned law, regulations, contracts, and ROD. All such terms, covenants, conditions, and restrictions shall constitute covenants that shall run with the land and shall be binding on all parties including heirs, successors, and assigns having any right, title or interest in this real property, or any part thereof, and may not be released or modified without the prior written approval of the NYSDEC. The Grantor further declares that any use or occupancy of the real property conveyed herein by this deed is limited to the uses identified up above. Any "change in use" which includes, but is not limited to, construction on or conveyance of the real property, is defined in ECL 56-511 (3)(I), and is subject to the requirements set forth in section 56-5011 of the ECL, which requirements minimally include the prior notice and approval of NYSDEC, or its


successor The Grantor additionally promises that every deed, subsequent to this deed, shall contain this restrictive covenant and all subsequent owners shall be deemed to covenant by acceptance of a deed to be bound by these restrictive covenants The Grantor also declares that the State of New York, NYSDEC, as well as its successors or assigns, shall be entitled to enforce the terms of this restrictive covenant

3. PERMANENT COVENANTS, CONDITIONS & RESTRICTIONS. All the terms, covenants, conditions, and restrictions set forth in this Declaration shall constitute covenants that shall run with the land and shall be binding on all parties including heirs, successors, and assigns having any right, title or interest in the real property, or any part thereof, and may not be released or modified without the prior written approval of the NYSDEC

4. ENFORCEMENT. The City also declares that the State of New York, NYSDEC, as well as its successors or assigns, shall be entitled to enforce the terms of this Declaration and the restrictive covenants, conditions and restrictions set forth herein


IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed on its behalf, on or as of the date first above written


CITY OF ROCHESTER

By. 
Linda S. Kingsley, Corporation Counsel

STATE OF NEW YORK)
COUNTY OF MONROE) ss
CITY OF ROCHESTER)

On the 12th day of February in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared **LINDA S. KINGSLEY**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

BONNIE K. DECARLO
Notary Public State of New York
Monroe County
Commission Expires 11/16/06