

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

[www.dec.ny.gov](http://www.dec.ny.gov)

September 18, 2019

SENT VIA UPS OVERNIGHT EXPRESS  
AND ELECTRONIC MAIL [mintzer.michael@epa.gov](mailto:mintzer.michael@epa.gov)

Michael Mintzer  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway  
New York, NY 10007-1866

RE: Environmental Easement Package  
Site Name: Byron Barrel Site  
Site No.: 819005

Dear Mr. Mintzer:

Enclosed, please find two fully executed Environmental Easements and TP-584 tax forms for Curt T. Randall and Natalie's Future Corporation referencing the site located at Town Line Road (also Transit Road), Byron, County of Genesee, New York.

Once the Environmental Easements is recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

Please return a copy of the recorded easement for Curt T. Randall and Natalie's Future Corporation marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and notices are necessary to process the Certificate of Completion.

If you have any further questions or concerns relating to this matter, please contact our office at (518) 408-0409.

Sincerely,



Jennifer Andaloro, Esq.  
Section Chief A  
Remediation Bureau

ec: B. Burns, Esq., NYSDEC



Department of  
Environmental  
Conservation

County:

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

This Declaration of Covenants, Restrictions and Environmental Easement is made this 17<sup>th</sup> day of September, 2019, by and between Curt T. Randall, an individual, having an address at 1797 Scottsville Rd, Rochester, New York 14623-2029 ("Grantor"), and the People of the State of New York, acting through their Commissioner of the New York State Department of Environmental Conservation, with its Central Office located at 625 Broadway, Albany, New York 12233 ("Grantee").

WITNESSETH:

WHEREAS, Grantor, is the owner of real property located at the address of 6065 Transit Road in the Town of Byron, Genesee County, State of New York, known and designated on the tax map of Genesee County as tax map parcel number 183000 2.-1-8, being the same as that property conveyed to Grantor by deed dated November 7, 2014 and recorded in the Genesee County Clerk's Office on November 12, 2014 in Liber 909 of Deeds at page 610. The property subject to this Declaration of Covenants, Restrictions and Environmental Easement comprises approximately 8.168 acres, and is hereinafter more fully described in Exhibit A attached hereto, and made a part hereof (the "Property"); and

WHEREAS, the Property is part of the Byron Barrel and Drum Superfund Site ("Site"), the location of a former salvage yard for heavy construction equipment where, beginning in approximately 1977 and continuing until at least 1980, drummed liquid and solid chemical wastes were sent for disposal, and which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register in April 1984; and

WHEREAS, in a Record of Decision dated September 29, 1989 ("1989 ROD"), as modified by an August 2000 Explanation of Significant Differences ("2000 ESD"), and a July 2015 Explanation of Significant Differences ("2015 ESD"), EPA Region 2 selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, a response action for the Site;

WHEREAS, subsequent to the selection of the remedy set forth in the 1989 ROD, as modified, three five-year reviews of that remedial action were conducted, one in 2007, one in 2012, and one in 2017, consistent with Section 121(c) of CERCLA, to assure that human health and the environment are being protected; and

WHEREAS, the response activities selected in the 1989 ROD, as modified by the 2000 ESD and 2015 ESD, as well as the five-year review recommendations, provided, in part, for certain institutional controls for the Site that:

- (i) prohibit the extraction or use of groundwater from the Property as a source of potable or process water (unless appropriately treated) without prior approval by the New York State Department of Health ("NYSDOH") or the Genesee County

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Department of Health ("GCDOH") (including such agency's determination of the appropriateness of such treatment), until groundwater standards have been achieved at the Property; and

- (ii) prohibit the human occupation or habitation in any existing or future structure on the Property until an evaluation of the vapor intrusion pathway into such structure has been completed and shows that there is no vapor intrusion into such structure by site-related hazardous substances, or if there is such vapor intrusion, that mitigation measures have been taken to reduce such vapor intrusion to levels that are deemed safe for such occupancy or habitation by NYSDOH, GCDOH, and EPA.

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Declaration of Covenants, Restrictions and an Environmental Easement pursuant to Article 71, Title 36 of the NYS Environmental Conservation Law, including but not limited to providing a right of access over the Property for purposes of implementing, facilitating and monitoring the response action; and to impose on the Property, restrictions that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the Site shall be subject to this Declaration of Covenants, Restrictions and Environmental Easement, and Grantor does further give, grant and convey to the Grantee the perpetual right to enforce said restrictions, covenants, right of access and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Site.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions: The following restrictions apply to the use of the Property, run with the land and are binding on the Grantor and its successors in title and assigns:
  - (i) There shall be no extraction or use of groundwater from the Property as a source of potable or process water (unless appropriately treated) without prior approval by the New York State Department of Health ("NYSDOH") or the Genesee County Department of Health ("GCDOH") (including such agency's determination of the appropriateness of such treatment), until groundwater standards have been achieved at the Property.

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- (ii) No person shall occupy or otherwise inhabit any existing or future structure on the Property until an evaluation of the vapor intrusion pathway into such structure has been completed and shows that there is no vapor intrusion into such structure by site-related hazardous substances, or if there is such vapor intrusion, that mitigation measures have been taken to reduce such vapor intrusion to levels that are deemed to be safe for such occupancy or habitation by NYSDOH, GCDOH, and EPA.
4. Modification or termination of restrictions and covenants: The restrictions specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee with prior written consent of EPA, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA and NYSDEC for the Site. If requested by the Grantor, such writing will be executed by Grantee in recordable form. Any request by Grantor for a modification or termination of this instrument shall be made in writing by Grantor to NYSDEC and to EPA in accordance with paragraph 15 of this instrument.
5. Right of access: Grantor hereby conveys to Grantee and to EPA, and to contractors and designees of Grantee or EPA, a right of access to the Property at all reasonable times for the following purposes, which right of access shall run with the land and be binding on Grantor, its successors and/or assigns, and on any tenants or any other parties having an interest in and/or rights to the Property:
- a) Implementing the response actions in the 1989 ROD, as modified by the 2000 ESD and 2015 ESD;
  - b) Verifying any data or information relating to the Site;
  - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - d) Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, and/or soils; and
  - e) Implementing additional or new response actions under CERCLA.
6. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, covenants and easements granted herein.
7. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
8. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.

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9. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
10. Public notice: Grantor, on behalf of itself, its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice that is in substantially the following form:

**NOTICE: THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT DATED \_\_\_\_\_, 2019, RECORDED IN THE GENESEE COUNTY CLERK'S OFFICE ON \_\_\_\_\_, 2019, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, AND HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36, ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION LAW. THE DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT SHALL BE ENFORCEABLE BY THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.
14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, and that the Property is free and clear of encumbrances.
15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

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To Grantor:

Natalie's Future Corporation  
c/o Curt T. Randall  
1797 Scottsville Road  
Rochester NY 14623-2029

To Grantee:

Office of General Counsel  
NYS Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

NYS Department of Environmental Conservation  
Division of Environmental Remediation  
Site Control  
625 Broadway  
Albany, New York 12233

A copy of each such communication shall also be sent to EPA and to Genesee County Department of Health in the same manner as to Grantor or Grantee, and addressed as follows:

To EPA:

U.S. Environmental Protection Agency  
Emergency & Remedial Response Division  
New York Remediation Branch  
Attention: George Jacob, Site Remedial Project Manager  
290 Broadway, 20<sup>th</sup> Floor,  
New York, New York 10007-1866

and

U.S. Environmental Protection Agency  
Office of Regional Counsel  
Attention: Michael Mintzer, Site Attorney  
290 Broadway, 17<sup>th</sup> Floor,  
New York, New York 10007-1866

To Genesee County Department of Health

Genesee County Department of Health  
3837 W Main Street Rd  
Batavia, NY 14020

16. Recordation: Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner of the New York State Department of Environmental Conservation or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
17. General provisions:

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- a) Controlling law: The interpretation and performance of this instrument shall, with respect to the Environmental Easement, be governed by the laws of the State of New York, and with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.
- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- e) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of NYSDEC or through any successor department or agency of the State of New York.
- f) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- g) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- h) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

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TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Executed this 25<sup>th</sup> day of July, 2019.

GRANTOR:

Curt T. Randall

Curt T. Randall

**Grantor's Acknowledgment**

STATE OF NEW YORK )

) ss:

COUNTY OF GENESEE )

On the 25<sup>th</sup> day of July, in the year 2019, before me, the undersigned, personally appeared CURT T. RANDALL, 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 [s]he executed the same in [her][his] capacity as INDIVIDUAL of \_\_\_\_\_, and that by such signature on the instrument, the Grantor, upon behalf of which the individual acted, executed the instrument.

PAUL S. BOYLAN  
NOTARY PUBLIC, State of New York  
Qualified in Genesee County  
My Commission Expires March 30, 2023

Paul S. Boylan  
Notary Public - State of New York



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**THIS ENVIRONMENTAL EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and through the Department of Environmental Conservation as Designee of the Commissioner.

By: 

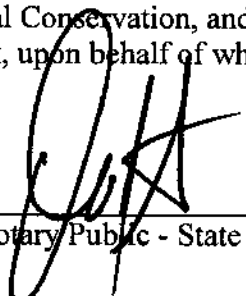
Michael Ryan, Director  
Division of Environmental Remediation

Date: 9/17/19

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the 17<sup>th</sup> day of September, in the year 2019, before me, the undersigned, personally appeared Michael Ryan, 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 as designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the People of the State of New York, upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2022

County:

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**EXHIBIT A**  
**To**  
**Environmental Easement and Declaration of Restrictive Covenants**  
**From Curt T. Randall, Grantor**  
**To the People of the State of New York, Grantee**

**Description of Grantor's Property**  
**Byron Barrel and Drum Superfund**  
**Site**

All that tract or parcel of land, situate in the Town of Byron, County of Genesee, State of New York, being part of Lot 109, Township 2 of the One Hundred Thousand Acre or Connecticut Tract, bounded and described as follows:

Commencing at the southeast corner of said Lot 109, thence N 00°42'30" E along the easterly boundary of said Lot 109 a distance of 805.00 feet to the Point of Beginning of the parcel to be described, also being the southeast corner of lands conveyed to Fred C. Baube by deed recorded in the Genesee County Clerk's Office in Liber 261 at page 224; thence

- 1) N 00°42'30" E continuing along said easterly boundary of Lot 109, a distance of 495.0 feet to a point, said point being the northeast corner of land conveyed to said Baube; thence
- 2) N 89°54'50" W a distance of 453.36 feet to a point, said point being the northeast corner of land conveyed to Albert R. Marble and Ira H. Burr by deed recorded in said Clerk's Office in Liber 293 of Deeds at page 453; thence
- 3) S 47°25'40" W a distance of 700.93 feet along the easterly bounds of the lands of Marble and Burr, to a point; thence
- 4) S 00°10'50" E a distance of 20.00 feet to a point; thence
- 5) S 89°54'50" E a distance of 963.36 feet to the point of beginning.

Containing 8.168 acres.



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A — Information relating to conveyance**

<b>Grantor/Transferor</b>		Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor)		Social security number
<input checked="" type="checkbox"/> Individual		Curt T. Randall		
<input type="checkbox"/> Corporation		Mailing address		
<input type="checkbox"/> Partnership		1797 Scottsville Road		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		Rochester	NY	14623-2029
<input type="checkbox"/> Other		Single member's name if grantor is a single member LLC (see instructions)		Federal EIN
				Single member EIN or SSN
<b>Grantee/Transferee</b>		Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)		Social security number
<input type="checkbox"/> Individual		People of the State of New York, acting through their Commissioner of the NYSDEC		
<input type="checkbox"/> Corporation		Mailing address		Social security number
<input type="checkbox"/> Partnership		c/o 625 Broadway		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Single member LLC		Albany	NY	12233
<input type="checkbox"/> Other		Single member's name if grantee is a single member LLC (see instructions)		Federal EIN
				Single member EIN or SSN

## Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
2.-1-8	183000	Acreage on Transit Road	Byron	Genesee

## Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <div style="border: 1px solid black; padding: 2px; display: inline-block;">09   17   2019</div> month      day      year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

## Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Easement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

**Schedule B — Real estate transfer tax return (Tax Law, Article 31)****Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) .....
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C -- Credit Line Mortgage Certificate (Tax Law, Article 11)****Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

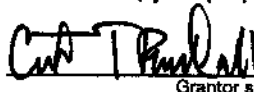
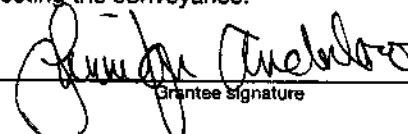

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

			
Grantor signature	Title	Grantee signature	Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature <i>Curt T. Randall</i>	Print full name Curt T. Randall	Date <i>July 25, 2019</i>
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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

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This Declaration of Covenants, Restrictions and Environmental Easement is made this 17<sup>th</sup> day of September, 2019, by and between Natalie's Future Corporation, a New York State corporation, having an address at c/o Curt T. Randall, 1797 Scottsville Rd, Rochester, New York 14623-2029 ("Grantor"), and the People of the State of New York, acting through their Commissioner of the New York State Department of Environmental Conservation, with its Central Office located at 625 Broadway, Albany, New York 12233 ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor, is the owner of real property located at the address of 6065 Transit Road in the Town of Byron, Genesee County, State of New York, known and designated on the tax map of Genesee County as tax map parcel number 183000 2.-1-49, being the same as that property conveyed to Grantor by deed dated September 30, 2013 and recorded in the Genesee County Clerk's Office on October 15, 2013 at Liber 901 of Deeds Page 791, as Document # 5782 and by Correction Deed dated January 16, 2016 and recorded in the Genesee County Clerk's Office on February 10, 2016 at Liber 918 of Deeds Page 544, as Document # 779. The property subject to this Declaration of Covenants, Restrictions and Environmental Easement comprises approximately 3.888 acres, and is hereinafter more fully described in Exhibit A attached hereto, and made a part hereof (the "Property"); and

WHEREAS, the Property is part of the Byron Barrel and Drum Superfund Site ("Site"), the location of a former salvage yard for heavy construction equipment where, beginning in approximately 1977 and continuing until at least 1980, drummed liquid and solid chemical wastes were sent for disposal, and which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register in April 1984; and

WHEREAS, in a Record of Decision dated September 29, 1989 ("1989 ROD"), as modified by an August 2000 Explanation of Significant Differences ("2000 ESD"), and a July 2015 Explanation of Significant Differences ("2015 ESD"), EPA Region 2 selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with, a response action for the Site;

WHEREAS, subsequent to the selection of the remedy set forth in the 1989 ROD, as modified, three five-year reviews of that remedial action were conducted, one in 2007, one in 2012 and one in 2017, consistent with Section 121(c) of CERCLA, to assure that human health and the environment are being protected; and

WHEREAS, the response activities selected in the 1989 ROD, as modified by the 2000 ESD and 2015 ESD, as well as the five-year review recommendations, provided, in part, for certain institutional controls for the Site that:

- 
- (i) prohibit the extraction or use of groundwater from the Property as a source of potable or process water (unless appropriately treated) without prior approval by the New York State Department of Health ("NYSDOH") or the Genesee County Department of Health ("GCDOH") (including such agency's determination of the appropriateness of such treatment), until groundwater standards have been achieved at the Property; and
  - (ii) prohibit the human occupation or habitation in any existing or future structure on the Property until an evaluation of the vapor intrusion pathway into such structure has been completed and shows that there is no vapor intrusion into such structure by site-related hazardous substances, or if there is such vapor intrusion, that mitigation measures have been taken to reduce such vapor intrusion to levels that are deemed safe for such occupancy or habitation by NYSDOH, GCDOH, and EPA.

WHEREAS, the parties hereto have agreed that Grantor shall grant to the Grantee a permanent Declaration of Covenants, Restrictions and an Environmental Easement pursuant to Article 71, Title 36 of the NYS Environmental Conservation Law, including but not limited to providing a right of access over the Property for purposes of implementing, facilitating and monitoring the response action; and to impose on the Property, restrictions that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the Site shall be subject to this Declaration of Covenants, Restrictions and Environmental Easement, and Grantor does further give, grant and convey to the Grantee the perpetual right to enforce said restrictions, covenants, right of access and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Site.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions: The following restrictions apply to the use of the Property, run with the land and are binding on the Grantor and its successors in title and assigns:
  - (i) There shall be no extraction or use of groundwater from the Property as a source of potable or process water (unless appropriately treated) without prior approval by the New York State Department of Health ("NYSDOH") or the Genesee County Department of Health ("GCDOH") (including such agency's determination of the



appropriateness of such treatment), until groundwater standards have been achieved at the Property.

- (ii) No person shall occupy or otherwise inhabit any existing or future structure on the Property until an evaluation of the vapor intrusion pathway into such structure has been completed and shows that there is no vapor intrusion into such structure by site-related hazardous substances, or if there is such vapor intrusion, that mitigation measures have been taken to reduce such vapor intrusion to levels that are deemed to be safe for such occupancy or habitation by NYSDOH, GCDOH, and EPA.
4. Modification or termination of restrictions and covenants: The restrictions specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee with prior written consent of EPA, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA and NYSDEC for the Site. If requested by the Grantor, such writing will be executed by Grantee in recordable form. Any request by Grantor for a modification or termination of this instrument shall be made in writing by Grantor to NYSDEC and to EPA in accordance with paragraph 15 of this instrument.
5. Right of access: Grantor hereby conveys to Grantee and to EPA, and to contractors and designees of Grantee or EPA, a right of access to the Property at all reasonable times for the following purposes, which right of access shall run with the land and be binding on Grantor, its successors and/or assigns, and on any tenants or any other parties having an interest in and/or rights to the Property:
  - a) Implementing the response actions in the 1989 ROD, as modified by the 2000 ESD and 2015 ESD;
  - b) Verifying any data or information relating to the Site;
  - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - d) Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, and/or soils; and
  - e) Implementing additional or new response actions under CERCLA.
6. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, covenants and easements granted herein.
7. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
8. State authority: Nothing herein shall constitute a waiver of any rights the State

County:

Site No:

Order No:

may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.

9. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
10. Public notice: Grantor, on behalf of itself, its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice that is in substantially the following form:

**NOTICE: THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT DATED \_\_\_\_\_, 2019, RECORDED IN THE GENESEE COUNTY CLERK'S OFFICE ON \_\_\_\_\_, 2019, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, AND HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36, ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION LAW. THE DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT SHALL BE ENFORCEABLE BY THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.
14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, and that the Property is free and clear of encumbrances.
15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid,

County:

Site No:

Order No:

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addressed as follows:

To Grantor:

Natalie's Future Corporation  
c/o Curt Randall  
1797 Scottsville Road  
Rochester NY 14623-2029

To Grantee:

Office of General Counsel  
NYS Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

NYS Department of Environmental Conservation  
Division of Environmental Remediation  
Site Control  
625 Broadway  
Albany, New York 12233

A copy of each such communication shall also be sent to EPA and to Genesee County Department of Health in the same manner as to Grantor or Grantee, and addressed as follows:

To EPA:

U.S. Environmental Protection Agency  
Emergency & Remedial Response Division  
New York Remediation Branch  
Attention: George Jacob, Site Remedial Project Manager  
290 Broadway  
New York, New York 10007-1866

and

U.S. Environmental Protection Agency  
Office of Regional Counsel  
Attention: Michael Mintzer, Site Attorney  
290 Broadway, 17<sup>th</sup> Floor,  
New York, New York 10007-1866

To Genesee County Department of Health

Genesee County Department of Health  
3837 W Main Street Rd  
Batavia, NY 14020

16. Recordation: Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner of the New York State Department of Environmental Conservation or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

17. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall, with respect to the Environmental Easement, be governed by the laws of the State of New York, and with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

e) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of NYSDEC or through any successor department or agency of the State of New York.

f) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

g) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

h) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

County:

Site No:

Order No:

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Executed this 25<sup>th</sup> day of July, 2019.

GRANTOR:

Natalie's Future Corporation

By: Curt T. Randall  
Curt T. Randall

Title: \_\_\_\_\_  
President

### Grantor's Acknowledgment

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF GENESEE     )

On the 25 day of July, in the year 2019, before me, the undersigned, personally appeared CURT T. RANDALL, 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 [s]he executed the same in [her][his] capacity as PRESIDENT of NATALIE'S FUTURE CORP., and that by such signature on the instrument, the Grantor, upon behalf of which the individual acted, executed the instrument.

PAUL S. BOYLAN  
NOTARY PUBLIC, State of New York  
Qualified in Genesee County  
My Commission Expires March 30, 20 23

Paul S. Boylan  
Notary Public - State of New York

County:

Site No:

Order No:

**THIS ENVIRONMENTAL EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and through the Department of Environmental Conservation as Designee of the Commissioner.

By:

  
Michael Ryan, Director  
Division of Environmental Remediation

Date:

9/17/19

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF                 )

On the 17<sup>th</sup> day of September, in the year 2019, before me, the undersigned, personally appeared Michael Ryan, 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 as designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the People of the State of New York, upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2022

**EXHIBIT A**  
**To**  
**Environmental Easement and Declaration of Restrictive Covenants**  
**From Natalie's Future Corporation, Grantor**  
**To the People of the State of New York, Grantee**

**Description of Grantor's Property**  
**Byron Barrel and Drum Superfund**  
**Site**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Byron, County of Genesee, State of New York, being part of Lot 109, Township 2 of the 100,000 Acre or Connecticut Tract and further described as follows.

COMMENCING at a point on the east line of Lot 109, at the southeast corner of lands conveyed to Fred Baube, as recorded in liber 261 of deeds at page 224, said point being S 00°-42'-30" W a distance of 858.00 feet from the northeast corner of Lot 109; thence N 89°-54'-50" W along the south line of said lands conveyed to Baube, a distance of 956.46 feet to the northeast corner of lands conveyed to Albert R. Marble and Ira H. Burr, as recorded in liber 297 of deeds at page 504, said point being the point of beginning of the parcel to be described; thence

1) S 00°-10'-50" E along the easterly bounds of said lands conveyed to Marble and Burr, a distance of 35.00 feet to the southeast corner thereof; thence

2) N 89°-54'-50" W along the southerly bounds of said lands conveyed to Marble and Burr, a distance of 192.00 feet to the southwest corner thereof; thence

3) S 00°-10'-50" E along the easterly bounds of lands conveyed to Fred L. Baube, as described in liber 221 of deeds at page 367, a distance of 300.00 feet to the southeast corner thereof; thence

4) N 89°-54'-50" W along the south bounds of said lands conveyed in liber 221 of deeds at page 367, a distance of 485.00 feet to the southwest corner thereof; thence

5) N 00°-10'-50" W along the westerly bounds of said lands described in liber 221 of deeds at page 367, a distance of 335.00 feet to the northwest corner thereof; thence

6) S 89°-54'-50" E along the northerly bounds of said lands described in liber 221 of deeds at page 367, a distance of 485.00 feet to the northeast corner thereof; thence

7) S 00°-10'-50" E along the easterly bounds of said lands described in liber 221 of deeds at page 367, a distance of 10.00 feet to a point; thence

8) N 83°-18'-16" E a distance of 186.30 feet to a point; thence

9) S 00°-10'-50" E a distance of 12.00 feet to a point; thence

10) S 89°-54'-50" E a distance of 6.90 feet to the point of beginning.

Containing 3.888 acres.



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A -- Information relating to conveyance**

<b>Grantor/Transferor</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor)	Social security number
<input type="checkbox"/> Individual	Natalie's Future Corporation	
<input checked="" type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership	1797 Scottsville Road	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	Rochester NY 14623-2029	46-3630752
<input type="checkbox"/> Other	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<b>Grantee/Transferee</b>	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)	Social security number
<input type="checkbox"/> Individual	People of the State of New York, acting through their Commissioner of the NYSDEC	
<input type="checkbox"/> Corporation	Mailing address	Social security number
<input type="checkbox"/> Partnership	c/o 625 Broadway	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Federal EIN
<input type="checkbox"/> Single member LLC	Albany NY 12233	14-6013200
<input type="checkbox"/> Other	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

## Location and description of property conveyed

Tax map designation -- Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
2.-1-49	183000	6065 Transit Road	Byron	Genesee

## Type of property conveyed (check applicable box)

- 1 ☐ One- to three-family house  
 2 ☐ Residential cooperative  
 3 ☐ Residential condominium  
 4 ☐ Vacant land  
 5 ☐ Commercial/Industrial  
 6 ☐ Apartment building  
 7 ☐ Office building  
 8 ☒ Other Easement

Date of conveyance

09 | 17 | 2019  
 month day year

Percentage of real property  
 conveyed which is residential  
 real property 100.00 %  
 (see instructions)

## Condition of conveyance (check all that apply)

- a. ☐ Conveyance of fee interest  
 b. ☐ Acquisition of a controlling interest (state percentage acquired \_\_\_\_\_ %)  
 c. ☐ Transfer of a controlling interest (state percentage transferred \_\_\_\_\_ %)  
 d. ☐ Conveyance to cooperative housing corporation  
 e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)  
 f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)  
 g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)  
 h. ☐ Conveyance of cooperative apartment(s)  
 i. ☐ Syndication  
 j. ☐ Conveyance of air rights or development rights  
 k. ☐ Contract assignment  
 l. ☐ Option assignment or surrender  
 m. ☐ Leasehold assignment or surrender  
 n. ☐ Leasehold grant  
 o. ☐ Conveyance of an easement  
 p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)  
 q. ☐ Conveyance of property partly within and partly outside the state  
 r. ☐ Conveyance pursuant to divorce or separation  
 s. ☒ Other (describe) Easement

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$		
	Schedule B., Part II \$		



**Schedule B — Real estate transfer tax return (Tax Law, Article 31)****Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) .....
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation ..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐
- e. Conveyance is given in connection with a tax sale ..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition ..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)****Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

☐ Other (attach detailed explanation).

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
_____	_____	_____	_____
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under **Exemptions for nonresident transferor(s)/seller(s)** and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature <i>Curt T. Randall</i>	Print full name Natalie's Future Corporation	Date <i>July 26, 2019</i>
Signature	Print full name By: Curt T. Randall, President	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date