

MONROE COUNTY CLERK'S OFFICE
ROCHESTER, NY

Return To:
BOX 14 1/2
WFD
-

MEYERS AT CHURCHVILLE LLC

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	20.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 70.00

State of New York

MONROE COUNTY CLERK'S OFFICE

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.

CHERYL DINOLFO
MONROE COUNTY CLERK



PI182-201109270318-5

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 599296

Index DEEDS

Book 11046 Page 11

No. Pages : 5

Instrument DECLARATION OF RESTRICTION
AND COVENANTS

Date : 09/27/2011

Time : 10:08:49AM

Control # 201109270318

TT # TT0000002803

Ref 1 #

Employee : RebeccaZ

TRANSFER AMT

TRANSFER AMT

\$1.00

Box 148-116D

CORRECTIVE DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 26th day of September, 2011, by Meyer's at Churchville, LLC, a New York limited liability corporation and having an office for the transaction of business at 111 South Main Street, Churchville, New York 14428.

WHEREAS, the former Churchville Ford Site is the subject of a Voluntary Cleanup Agreement executed by Joseph Ognibene and Antonio Gabriele as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real property located on 111 South Main Street in the Town of Riga in the Village of Churchville, County of Monroe, State of New York, which is part of lands conveyed by Joseph Ognibene and Antonio Gabriele to Meyer's at Churchville, LLC by deed dated April 23, 2004 and recorded in the Monroe County Clerk's Office in Liber 9947 of Deeds, Page 428 and being more particularly described in Appendix "A", attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, Meyer's at Churchville, LLC, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Appendix "B" and made a part hereof.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), 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 shall prohibit the Property from ever being used for purposes other than for commercial and/or industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes as

2011 SEP 27 AM 10:08
MONROE COUNTY CLERK

RECORDED

appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

Sixth, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

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 Voluntary Cleanup Agreement 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.

THE SOLE PURPOSE OF THIS DOCUMENT IS TO CORRECTLY RECITE THE NAME OF THE GRANTOR FROM MEYER'S OF CHURCHVILLE, LLC TO MEYER'S AT CHURCHVILLE, LLC. *Recorded in Book 11045 page 117 on 09/23/11*

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

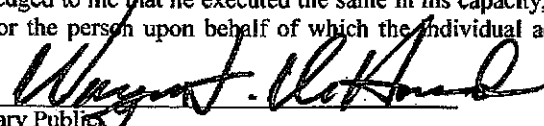
MEYER'S AT CHURCHVILLE, LLC

By: 

Mark D. Meyer, Sole Member and Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 26th day of September, in the year 2011, before me, the undersigned, personally appeared Mark D. Meyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

WAYNE F. DeHOND
Notary Public, State of New York
No. 02DE0903433
Qualified in Monroe County
Commission Expires November 30, 2013

SURVEY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in part of Lot 52, Township 2, Range 2, West Pultney Tract, Phelps & Gorham Purchase, Village of Churchville, County of Monroe, and State of New York and more particularly described as follows:

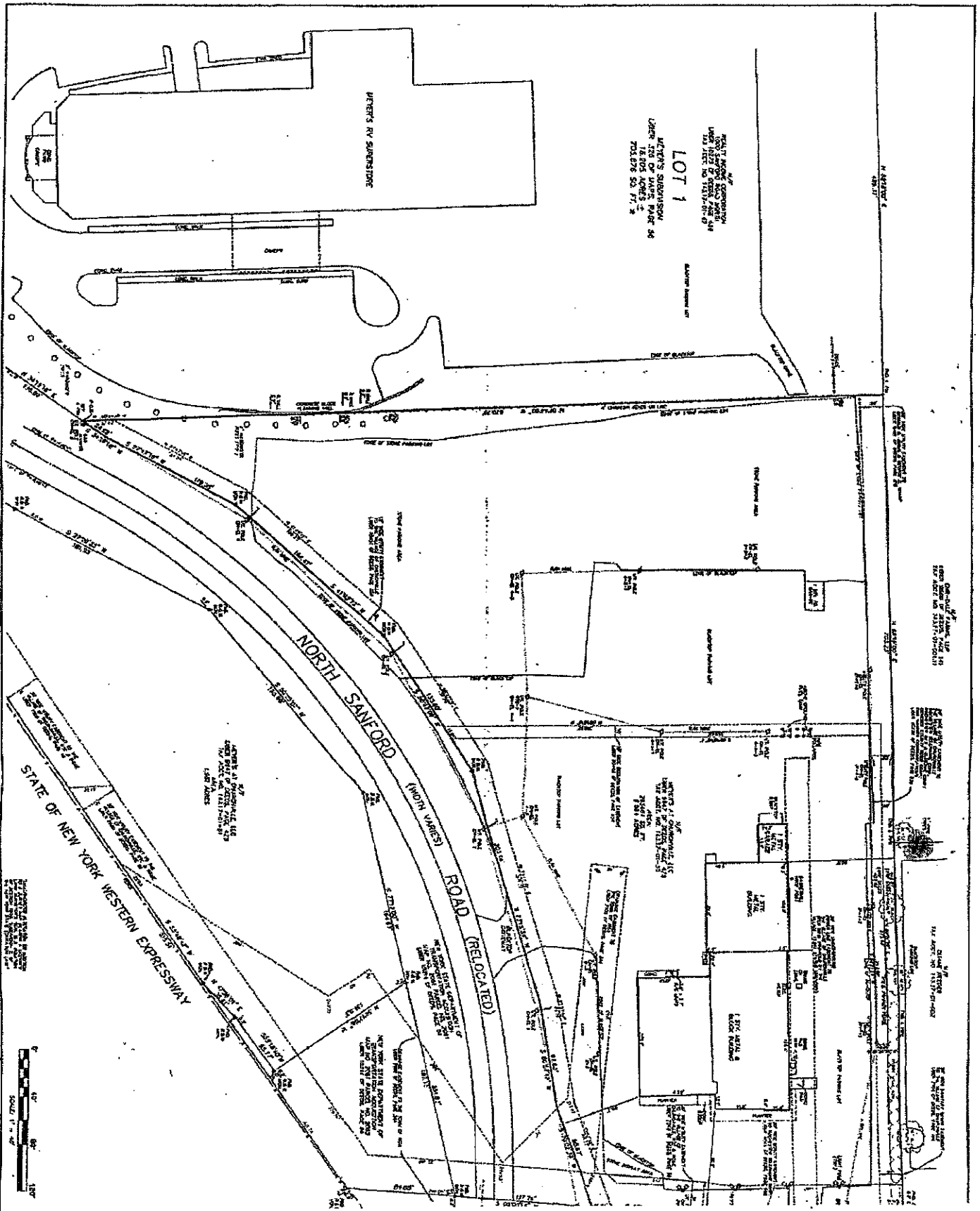
Beginning at a point on the north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061 by deed on file in the Monroe County Clerk's Office in Liber 10214 of Deeds, page 89 said point being the southeast corner of Lot 1 of the Meyers Subdivision by map on file in the Monroe County Clerk's office in Liber 326 of Maps, page 56, thence;

- 1) N 01°44'00" W and along the east line of said Lot 1 of the Meyers Subdivision, a distance of 670.79 feet to a point being the northeast corner thereof, thence;
- 2) N 88°16'00" E a distance of 703.23 feet to a point on the west right-of-way line of South Main Street (N.Y.S. Route 36) (66' R.O.W.), thence;
- 3) S 00°33'20" E and along the said west right-of-way line of South Main Street, a distance of 43.40 feet to a point, thence;
- 4) S 05°00'14" W and continuing along the said west right-of-way line of South Main Street, a distance of 222.08 feet to a point on the northeast corner of said N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, thence;
- 5) S 70°02'39" W and along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 90.67 feet to a point, thence;
- 6) S 80°57'18" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 92.60 feet to a point, thence;
- 7) S 73°15'39" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 203.14 feet to a point, thence;
- 8) S 56°47'09" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 135.60 feet to a point, thence;
- 9) S 41°42'12" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 164.41 feet to a point, thence;
- 10) S 27°47'16" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 119.35 feet to a point, thence;
- 11) S 34°19'18" W and continuing along the said north line of N.Y.S.D.O.T. Acquisition Map No. 2061, Parcel No. 2061, a distance of 24.82 feet to the point and place of beginning.

Containing 6.094 acres of land more or less.

PROPERTY ADDRESS: 111 South Main Street, Churchville, NY 14428

TAX ACCOUNT NO.: 143.17-1-50



LOT 1
WATER'S SUBDIVISION
UNDER 120 OF WATER, PAGE 36
16,800 ACRES ±
201.875 SQ. FT. ±

WATER'S RIVER SUBDIVISION

NORTH SANFORD ROAD (RELOCATED)

STATE OF NEW YORK WESTERN EXPRESSWAY

