

CORRECTING DEED

694—Statutory Form DD, Photostat Recording,
Quitclaim Deed—Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
20 EXCHANGE PLACE, AT BROADWAY, NEW YORK

THIS INDENTURE, made the 18 day of May, ^{Two} ~~one~~ nineteen hundred and Eighty ~~one~~
BETWEEN VILLAGE OF HAMBURG, 100 Main Street, Hamburg, New York 14075

municipal
a corporation organized under the laws of New York
JOHN T. COLLINS, 8621 Finch Road, Colden, New York 14033,
JOHN F. COLLINS, 54 Agassiz, Buffalo, New York 14214
JOSEPH DIMARDO, 47 Depew, Buffalo, New York 14214, and
JOSEPH A. COLLINS, 5576 Meadow Drive, Hamburg, New York 14075, as
tenants in common and not as joint tenants, parties of the second part,

WITNESSETH, that the party of the first part, in consideration of One and no More
Dollars,
(\$1.00 and no More
lawful money of the United States,

paid by the parties of the second part does hereby remise, release and quitclaim unto the parties of the second
part, Their distributees
and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Hamburg,
Town of Hamburg, County of Erie and State of New York, being part of Lot
No. 2, Township 9, Range 8 of the Holland Land Company's Survey and
according to Map filed in Erie County Clerk's Office under Cover No. 1059
being parts of Subdivision Lots Nos. 14 and 19 and part of Hillview
Place, bounded and described as follows:

BEGINNING at a point in the west line of lands conveyed to Charles
Seigel by deed recorded in Erie County Clerk's Office in Liber 190 of
Deeds page 378 at the top of the high bank of the Eighteen Mile Creek, as
the top of the high bank was located on September 29, 1923, thence
northeasterly along the top of the said high bank about 264.7 feet to the
east line of Hillview Place where it intersects with said high bank, said
point also being on the west line of lands conveyed to Anthony J. Schreiber
by deed recorded in Erie County Clerk's Office in Liber 1649 of Deeds at
Page 436, thence south along the west line of lands conveyed to said
Schreiber 11.2 feet to the southwest corner of Schreiber's lands,
thence northeasterly along the southeasterly line of Schreiber's lands to
the southeast corner of Schreiber's lands, thence north along the east
line of Schreiber's lands 7 feet to the north line of Subdivision Lot No. 19,
thence east along the north line of Subdivision Lot No. 19, 5 feet to a
point on the north line of Subdivision Lot No. 19, 155 feet east of the
east line of Hillview Place as measured along the north line of Subdivision
Lot No. 19, thence south at an interior angle of 90° 206 feet more or
less to the edge of Eighteen Mile Creek, thence southwesterly along the
edge of Eighteen Mile Creek about 419 feet to a point in the west line or
the extension of the west line of lands conveyed to said Charles Seigel
by the aforementioned Deed, thence north along said line 172 feet more
or less to the point or place of beginning.

TOGETHER with a perpetual easement for ingress and egress for
pedestrian and vehicular traffic over the existing private road or
driveway running easterly from the east line of the above described parcel
to the west line of South Buffalo Street.

This deed is executed and delivered for the purpose of correcting
the description in and confirming a prior conveyance of the premises
from the party of the first part to the parties of the second part
dated May 12 1981 recorded in the Erie County Clerk's Office

RECEIVED
\$ EXEMPT
REAL ESTATE
MAY 11 1982
TRANSFER TAX
ERIE
15633 COUNTY ml

This Indenture, Made the 12th

day of May, Nineteen Hundred and Eighty-one

Between VILLAGE OF HAMBURG, 100 Main Street, Hamburg, New York 14075

Municipal Corporation organized under the laws of New York party of the first part,
and,
JOHN T. COLLINS, 8681 Finch Road, Colden, New York 14033,
JOHN F. COLLINS, 54 Agassiz, Buffalo, New York 14214,
JOSEPH DINARDO, 97 Depew, Buffalo, New York 14214, and
JOSEPH A. COLLINS, 5576 Meadow Drive, Hamburg, New York, 14075, as tenants in common and not as joint tenants,

Witnesseth,

parties of the second part;
that the party of the first part, in consideration of
One and More Dollar
\$100 & More) lawful money of the United States,
paid by the parties of the second part,
does hereby grant and release unto the parties of the second part, their distributees and assigns forever,

All that Tract or Parcel of Land, situate in the Town and Village of Hamburg, County of Erie and State of New York, being part of Lot #2, Township 9, Range 8 of the Holland Land Company's Survey and further distinguished as being parts of Subdivision Lots # 14 & 19, as shown on a map filed in the Erie County Clerk's Office under Cover #1059, bounded and described as follows:

BEGINNING at a point in the west line of lands conveyed to Charles Seigel by deed recorded in Liber 190 of Deeds at page 378 at the top of a high bank of the Eighteen Mile Creek; thence easterly along the top of said high bank about 264.7 feet to the east line of Hillview Place where it intersects with said high bank; thence south 11.2 feet; thence continuing easterly parallel with the top of said high bank 170.1 feet; thence north 7 feet to the top of said high bank and the south line of Subdivision Lot #18; thence east along said south line of Subdivision Lot #18 about 5 feet to a point about 50 feet west of the east line of said Subdivision Lot #18; thence south 206 feet more or less to the edge of the Eighteen Mile Creek; thence southwesterly along the edge of the Eighteen Mile Creek about 419 feet to a point due south of the point of beginning; thence north 172 feet more or less to the point of beginning.

THE ABOVE DESCRIBED PREMISES ARE CONVEYED TOGETHER WITH a perpetual easement to the parties of the second part, their distributees and assigns, over premises owned by the party of the first part for the portion between the east line of the above conveyed premises and the west line of South Buffalo Street for egress and ingress for pedestrians and vehicular traffic over the existing private road or driveway.

Reserving to the party of the first part, a perpetual easement over the above described premises between the east line thereof and the west line thereof for ingress and egress by officers, agents, or employees of the party of the first part, and appropriate vehicles for the purpose of maintaining premises owned by the party of the first part adjoining the above described premises on the west for park purposes.

Reserving to the party of the first part a perpetual easement over the above described premises to install, operate, maintain, and, at its pleasure, remove a storm water sewer line extending generally southerly between the south line of Hillview Place and the south line of the above described premises approximate location as shown on a survey made by Marshall W. Bourne, dated May 1, 1981, attached hereto, marked Exhibit A.

Reserving to the party of the first part perpetual easement over the above described premises to install, operate, maintain, and, at its pleasure, remove a 4" water line together with necessary valves and fittings extending generally southerly and southeasterly between the south line of Hillview Place and the south line of the above described premises approximate location as shown on said survey made by Marshall W. Bourne, dated May 1, 1981, attached hereto, marked Exhibit A.

*
9/21/69

* SEE CORRECTING DEED

LIBER 9018 PAGE 115

Box 9

In the Matter of

Conservation Restrictions

JOHN T. COLLINS, JOHN F. COLLINS, JOSEPH DINARDO, and JOSEPH A. COLLINS

189

Dated: May 12, 1981

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE
Recorded in Liber 9018 Page 123

of Deeds
on the 12 day of May
A. D. 1981, at 3:29 o'clock P.M.
and examined.

Annario M. Francis

County Clerk

7-103-33

IN THE MATTER OF
CONSERVATION RESTRICTIONS

JOHN T. COLLINS, JOHN F. COLLINS, JOSEPH DINARDO and JOSEPH A. COLLINS

WHEREAS, the Undersigned, JOHN T. COLLINS, JOHN F. COLLINS, JOSEPH DINARDO and JOSEPH A. COLLINS are the owners of a certain premises located in the Village of Hamburg, County of Erie and State of New York as Grantees in a certain Bargain and Sale Deed from the Village of Hamburg recorded in the Erie County Clerk's Office in Liber 9018 of Deeds at Page 117 on MAY 12, 1981.

WHEREAS, it is desirable that perpetual conservation restrictions be imposed on the manner of use, improvement and preservation of a portion (hereinafter called Restricted Parcel) of said premises conveyed by the aforesaid deed by the Undersigned as owners and by all of their respective grantees, devisees, tenants and occupants who shall hereafter become purchasers, owners, devisees, tenants or occupants of the premises conveyed by the aforesaid deed or of the Restricted Parcel, or any portion thereof.

The Restricted Parcel is described as follows:

That portion of the premises conveyed by the aforesaid deed which lies southeast of a straight line located 8.7 feet southeast of the most southeasterly wall of the former filtration plant building located on the premises conveyed by the aforesaid deed and extending parallel with said southeasterly wall northeasterly to the east line of the premises conveyed by the aforesaid deed and southwesterly to the west line of the premises conveyed by the aforesaid deed, as shown on the survey made by Marshall W. Bourns dated MAY 1, 1981, attached to the said deed as Exhibit A.

NOW, THEREFORE, in consideration of the premises and for the mutual protection and benefit of the Undersigned owners of the premises conveyed by the aforesaid deed and of the Restricted Parcel or any part thereof and every person

who shall hereafter become the grantee in any conveyance of the premises conveyed by the aforesaid deed or of the Restricted Parcel or of any part thereof, the following restrictions are hereby imposed perpetually upon the use, improvement, and preservation of the Restricted Parcel which shall run with the land and which shall be binding upon all subsequent grantees, distributees, owners, and assigns in the manner following:

1. That no buildings, structures or improvements of any kind will be placed or erected upon the Restricted Parcel;

2. That no advertising of any kind or nature shall be located on or within the Restricted Parcel;

3. That no painting or exterior surfacing which are inharmonious with the landscape and general surroundings, shall be used on the exterior of any structures now located on the Restricted Parcel, or which may, as hereinbefore provided, be constructed thereon;

4. That no ashes, trash, chemicals, junk, rubbish, sawdust, garbage, or offal, or any other unsanitary, unsightly, or offensive materials shall hereafter be placed within or on the Restricted Parcel;

5. That no structural changes or additions shall be made to any buildings on the Restricted Parcel;

6. That no private drives shall be altered or constructed on the Restricted Parcel;

7. That all new plantings on the Restricted Parcel shall be limited to native plants characteristic of the region, except flowers, vegetables, berries, fruit trees and farm crops;

8. That the general topography of the landscape shall not be altered from its present condition and that no excavation or topographic changes shall be made within the Restricted Parcel;

9. That no trees, shrubs, flowers, and undergrowth shall be removed, cut, or destroyed except for reasons of sanitation and disease control;

10. That no use of the Restricted Parcel which will or does materially alter the landscape or other attractive scenic features of the Restricted Parcel other than those specified above, shall be done or suffered.

EXCEPTING AND RESERVING TO THE UNDERSIGNED:

(a) The right to maintain all of the improvements now existing on the Restricted Parcel and if all, or any of them, shall be destroyed or damaged by fire,

storm, or other casualty, the right to restore the same.

(b) Nothing in this instrument shall be construed to affect the right of the Undersigned to construct on the Restricted Parcel wells, cisterns, and callars necessary to the maintenance of the Restricted Parcel;

(c) Nothing in this instrument shall be construed to affect the right of the Undersigned to enjoy all present uses of the Restricted Parcel and any future uses not conflicting with the above restrictions.

(d) The imposition of these restrictions shall not be construed to grant to the public the right to enter the Restricted Parcel or the premises conveyed by the aforesaid deed for any purpose.

Dated: May 12, 1981

John T. Collins
JOHN T. COLLINS

John F. Collins
JOHN F. COLLINS

Joseph Dinardo
JOSEPH DINARDO

Joseph A. Collins
JOSEPH A. COLLINS

36-12-11

STATE OF NEW YORK
COUNTY OF ERIE

On this 12th day of MAY, 1981, before me, the subscribers, JOHN T. COLLINS, JOHN F. COLLINS, JOSEPH DINARDO and JOSEPH A. COLLINS to me personally known and known to me to be the same persons described in and who executed the within instrument, and they have acknowledged to me that they executed the same.

Thomas V. Magerty
Notary Public NYS
ERIE COUNTY 3-20-82

891 MAY 12 PM 3:28
FILED
ERIE COUNTY
CLERK'S OFFICE