



United States Department of Agriculture

17.96 acres

July 30, 2021

Scott Parzych
1 Crane Road
Glenwood NY 14069

Re: Notification of Existing Wetlands Reserve Program (WRP) Easement on Your Property

Dear Scott Parzych:

Easement Number: 66-2C31-4-00321A

County records indicate that you purchased land located in the Town of Cuba in Allegany County. The property you purchased has an existing WRP conservation easement held by the United States of America through NRCS. Although you should have received a copy of the easement during your negotiations with closing officials, I am enclosing an additional copy for your records, along with an aerial map to show the configuration of the easement boundary. Please note that this does not display the legal boundary, rather an approximation. If you would like to see a copy of the legal boundary survey, you may contact your local NRCS Field Office to view the final survey.

The enclosed copy of the Warranty Easement Deed identifies the wetland reserve easement 66-2C31-4-00321A, which was conveyed to the United States in perpetuity and which remains with that land. Under the easement, the United States owns all rights, title, and interests in the land, except for the rights reserved to the fee title landowner. Reserved rights are identified in Part II of the Warranty Easement Deed, and include record title, quiet enjoyment of easement area, control of access by the general public, undeveloped recreational uses, and subsurface resources with certain restrictions.

Please note that the easement specifically prohibits the following activities:

1. Haying, mowing, or seed harvesting for any reason;
2. Altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. Dumping refuse, wastes, sewage, or other debris;
4. Harvesting wood products;
5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
7. Building or placing buildings or structures on the easement area;
8. Planting or harvesting any crop;
9. Grazing or allowing livestock on the easement area; and
10. Disturbing or interfering with the nesting for brood-rearing activities of migratory birds.



United States Department of Agriculture

In accordance with part IV of the Warranty Easement Deed, NRCS may authorize you, as the landowner, to use the easement area for a specific compatible use if NRCS determines that such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. You may request authorization to conduct certain compatible uses on the easement area; however, you must request and receive a signed compatible use authorization (CUA) from NRCS before beginning any activities on the easement area that are not one of the rights reserved to landowner in part II of the Warranty Easement Deed. NRCS will evaluate whether any requested activity is consistent with the program purposes and restoration objectives of the easement. We will notify you in writing whether the requested use is approved, and of the terms and conditions of such approval, including timing, frequency, duration, extent, and location.

NRCS monitors all of its easements annually. Monitoring includes, at a minimum, contacting easement landowners to verify current ownership, but may also include offsite and onsite monitoring of easement conditions. Annual monitoring verifies compliance with deed terms and conditions and provides easement landowners an opportunity to discuss any concerns and potential improvements that would further the long term protection and enhancement of easement habitat consistent with the purposes of the program and the terms of the Warranty Easement Deed.

If you have any questions regarding this easement, please contact, Ben Renner, District Conservationist, at the Allegany Field Office (FO), 5425 County Road 48, Belmont NY 14813-9747, or by phone at 585-268-5133.

Sincerely,

/s/

Susan Reckahn
Program Support Specialist

Enclosure: Warranty Easement Deed
Aerial Map of Easement Location

CC: Ben Renner, District Conservationist, Belmont, NY
Loren Muldowney, ASTC-FO, NRCS, Batavia, NY
Peter B. Gibbs, Program Manager, NRCS, Syracuse, NY

ALLEGANY COUNTY CLERK'S OFFICE RECORDING PAGE

Robert L. Christman, County Clerk
 7 Court St., Belmont, NY 14813
 Phone: (585) 268-9270 Fax: (585)-268-9659

Doc#: 00007825
 Bk: 1377 Pg: 254

THIS SPACE RESERVED FOR COUNTY CLERK

After Recording Return To: (PLEASE TYPE OR PRINT)

SCHWERZMANN & WISE, PC
215 WASHINGTON ST, SUITE 213
P.O. BOX 704
WATERTOWN, NY 13601-3418

Parties: (PRINT OR TYPE NAMES IN FULL)
 (Only one 1st party and one 2nd party name required)

1st Party EUGENE PARZYCH

2nd Party UNITED STATES OF AMERICA

TITLE COMPANY NAME ALLEGANY ABSTRACT CO. 2257

2005 JAN 13 PM 2 49
 ROBERT L. CHRISTMAN
 CLERK
 ALLEGANY COUNTY

COUNTY CLERK'S USE ONLY - DO NOT WRITE BELOW THIS LINE

INSTRUMENT # _____
 DOCUMENT TYPE Easement Deed
 TOWNSHIP(S) Cuba

NUMBER OF PAGES 9
 (INCLUDING THIS PG.)
 NUMBER OF PAGES SCANNED 9

MORTGAGE RECORDING TAX RECEIPT

Amount secured by mortgage \$ _____

Mortgage Tax Serial # _____

Check any of the following that apply:

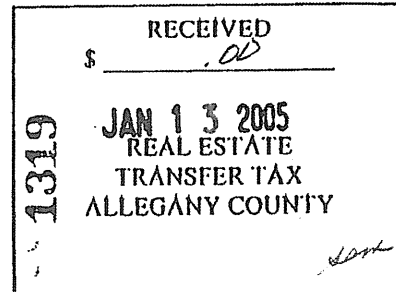
- ☐ 1-2 Family Dwelling Exemption
- ☐ Mortgage Tax Affidavit Attached
- ☐ To Be Apportioned
- ☐ Special Additional Tax Exempt

I do hereby certify that I have received
 on the within mortgage:

\$ _____ Basic Tax
 \$ _____ Additional Tax
 \$ _____ Special Additional Tax
 \$ _____ Total
 being the amount of the recording tax
 imposed.

(Recording Officer of Allegany County)

AMOUNT OF CONSIDERATION \$ 948.00
EXEMPT



State of New York }
 County of Allegany } s.s.

Recorded on the 13th day of Jan, 20 05
 at 2:49 o'clock P M. in Liber 1377
 of Index at Page 254 and examined.

Robert L. Christman
 Clerk

THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

Clerk's Initials PC

DO NOT DETACH

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC-1255
6-25-00
OMB No. 0578-0013

**WARRANTY EASEMENT DEED
PERPETUAL**

**WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-2C31-4-00321A**

THIS WARRANTY EASEMENT DEED is made by and between EUGENE PARZYCH, A SINGLE MAN, OF 11203 MATTESON CORNERS ROAD, HOLLAND NEW YORK 14080 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA* by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

* NO STREET ADDRESS, WASHINGTON, D.C.

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

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NOW THEREFORE, for and in consideration of the sum of NINE HUNDRED FORTY-EIGHT AND 00/100 DOLLARS---- (\$948.00), the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, the Grantee, forever, all rights, title and interest in 17.956 acres of land, more or less, comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on **EXHIBIT A** which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area. Such access is provided by an abutting public road.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

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E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area; and
10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter onto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in **EXHIBIT A**.

C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance

of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 4 day of January, 2005.

Landowner (~~is~~):

Eugene Parzych
EUGENE PARZYCH

Acknowledgment

STATE OF NEW YORK _____)
COUNTY OF Erle _____) ss

On the 4th day of January in the year 2005,
before me, the undersigned, personally appeared _____,
EUGENE PARZYCH

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the

instrument, the individual (~~is~~) or the person upon behalf of which the individual (~~is~~) acted, executed the instrument.

Betsy A. Marsh
Notary Public (NOTARIAL SEAL)
BETSY A. MARSH
Notary Public, State of New York
No. 01MA5012402
Commission Expires June 15, 2007

My Commission Expires: 6-15-07

This instrument was drafted by the Office of the General Counsel,
U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

PARZYCH
DESCRIPTIONWRP #66-2C31-4-00321A
TOTAL EASEMENT ACREAGE 17.956 ACRES+/-

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cuba, County of Allegany and State of New York bounded and described as follows:

Beginning at a set capped pin (hereinafter described will be a 5/8" diameter 36" long iron pin with red plastic cap stamped WRP Easement NRCS-NY, set flush to ground) on the north line of Jackson Hill Road, which is the basis of magnetic compass bearing rotated 10" counter clockwise from true north, said pin marking the intersection of the north line of Jackson Hill Road being 49.5' fet in width and the east line of Lot 47;

Thence the following 2 courses along the north line of Jackson Hill Road:

- 1) South 81°03'47" West a distance of 747.88 feet to a point;
- 2) South 80°22'27" West a distance of 200.40 feet to a set capped pin on the east line of Consolidated Railways Corp. (former Genesee River Railroad Co.) as recorded in Liber 11 of Special Court Minutes at Page 177.

Thence North 23°43'59" East along the east line of said railroad marked with American wire fence being 50' from centerline of railroad bed a distance of 1292.41 feet to a set capped pin on the south line of Parzych as recorded in Liber 700 Page 265;

Thence South 81°28'01" East along the south line of said Parzych a distance of 558.33 feet to a set angle iron post on the east line of Lot 47;

Thence South 08°08'19" West along the west line of Ross as recorded in Liber 364 Page 239 and the east line of Lot 47 a distance of 960.25 feet to the Point of Beginning. Comprising an area of 17.956 acres.

The previously described conservation easement is over a portion of the premises willed in the Last Will and Testament of Carter R. McLennan to Donald F. McLennan dated March 21, 1956 probated January 8, 1982 and recorded in the Allegany County Surrogate's Office in Liber 32 of Wills at Page 190 and also recorded in the Allegany County Clerk's Office on January 11, 1962 in Liber 544 of Deeds beginning at Page 104.

A map of the above described conservation easement titled "Donald F. & Helen L. McLennan" prepared by McConnell & Muller Land Surveyors, Rodrick E. McConnell L.S. No. 49158, dated November 9, 2001 ~~is being filed simultaneously herewith~~ in the County of Allegany Clerk's Office and the USDA, Natural Resources Conservation Service State Office in Syracuse, New York. ~~AND INDEXED~~ ✓
IN THE ALLEGANY COUNTY CLERK'S OFFICE AS CUBA - LARGE-MAP No. 83.

Being a perpetual easement over the same lands previously described in a 30-Year WRP Warranty Easement Deed conveyed by Donald F. McLennan to the United States, said Deed being dated August 1, 2002 and recorded in the Clerk's Office for the County of Allegany, New York, in Liber 1232 of Deeds, beginning at Page 149. These same lands are depicted on a plan entitled "Wetlands Reserve Program Easement Map of Land Interests to be acquired from Donald F. and Helen L. McLennan located in the Town of Cuba, County of Allegany, State of New York, Contract No. 66-2C31-1-00321, dated November 9, 2001 and filed in the County Clerk's Office for the County of Allegany, New York on August 14, 2002.

52.00
.00H

EXHIBIT A

CUBA ✓
PL ✓
u ✓
C ✓



