

RESCISSION of ENVIRONMENTAL NOTICE

THIS RESCISSION OF ENVIRONMENTAL NOTICE is made the 14th day of August 2015, by the New York State Department of Environmental Conservation (the "Department"), having an office for the transaction of business at 625 Broadway, Albany, New York 12233.

WHEREAS, a parcel of real property identified as 640 Trolley Boulevard (Site 828108), located on 640 Trolley Boulevard in the Town of Gates, County of Monroe, State of New York, which is part of lands conveyed by Emerson Enterprises, Phillip C. Ciufu, Sr., and Virginia M. Ciufu (d/b/a Trolley Park Associates) to Emerson Enterprises, LLC by deed dated September 1, 1998 and recorded in the Monroe County Clerk's Office on December 21, 1998 in Book 09102 of Deeds at Page 0531, is the subject of a remedial program performed by the Department; and

WHEREAS, the Department filed an Environmental Notice ("Notice"), dated September 15, 2014, on the parcel with the Monroe County Clerk's Office. The Environmental Notice was recorded on September 16, 2014 in Book 11455 of Deeds at Page 527 and sets forth notices and restrictions applicable to the parcel.

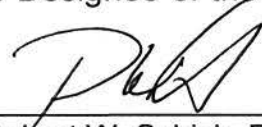
WHEREAS, the Appendix A Metes and Bounds Description to the Environmental Notice does not describe the parcel subject to the Environmental Notice.

NOW, THEREFORE, the Department provides that:

FIRST, the Department hereby rescinds the Environmental Notice described above and declares that it shall have no legal force or effect.

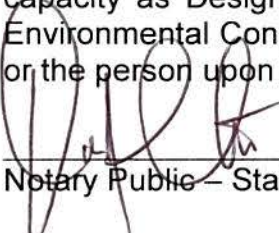
SECOND, the Department affirms that a corrected Environmental Notice will be subsequently filed.

IN WITNESS WHEREOF, the undersigned, acting by and through the Department of Environmental Conservation as Designee of the Commissioner, has executed this instrument the day written below.

By: 
Robert W. Schick, P.E., Director
Division of Environmental Remediation

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 14th day of August, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, 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 individual, or the person upon behalf of which 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, 2016

ENVIRONMENTAL NOTICE

THIS ENVIRONMENTAL NOTICE is made the 14th day of August 2015, by the New York State Department of Environmental Conservation (Department), having an office for the transaction of business at 625 Broadway, Albany, New York 12233.

WHEREAS, a parcel of real property identified as 640 Trolley Boulevard (Site 828108), more particularly described in Appendix "A", located on 640 Trolley Boulevard in the Town of Gates, County of Monroe, State of New York, which is part of lands conveyed by Emerson Enterprises, Phillip C. Ciufo, Sr., and Virginia M. Ciufo (d/b/a Trolley Park Associates) to Emerson Enterprises, LLC by deed dated September 1, 1998 and recorded in the Monroe County Clerk's Office on December 21, 1998 in Book 09102 of Deeds at Page 0531, attached hereto as Appendix "B" and made a part hereof, is the subject a remedial program performed by the Department (hereinafter, the "Property"); and

WHEREAS, the Department approved a cleanup to address contamination disposed at the Property and such cleanup was conditioned upon certain limitations.

NOW, THEREFORE, the Department provides notice that:

FIRST, the Property subject to this Environmental Notice is as shown on a map attached to this Notice as Appendix "C" 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 disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results or may result in a significantly increased threat of harm or damage at any site as a result of exposure to soils. A violation of this provision is a violation of 6 NYCRR 375-1.11(b)(2).

THIRD, no person shall disturb, remove, or otherwise interfere with the installation, use, operations, and maintenance of engineering controls required for the Remedy, including but not limited to those engineering controls described in the SMP and listed below, unless in each instance they first obtain a written waiver of such prohibition from the Department or Relevant Agency.

FOURTH, the remedy was designed to be protective for the following uses: commercial use, and industrial use. Therefore, any use for purposes other than commercial and industrial uses without the express written waiver of such prohibition by the Relevant Agency may result in a significantly increased threat of harm or damage at any site.

FIFTH, no person shall use the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency. Use of the groundwater without appropriate treatment may result in a significantly increased threat of harm or damage at any site.

SIXTH, it is a violation of 6 NYCRR 375-1.11(b) to use the Property in a manner inconsistent with this environmental notice.

IN WITNESS WHEREOF, the undersigned, acting by and through the Department of Environmental Conservation as Designee of the Commissioner, has executed this instrument the day written below.

By:

Robert W. Schick, P.E, Director
Division of Remediation

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 14th day of August, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, 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 individual, or the person upon behalf of which 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, 2016

Appendix A
Property Description

Parcel 1:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Gates, County of Monroe and State of New York, bounded and described as follows: Commencing at a point in the north line of Trolley Boulevard 868.52 feet easterly from the intersection of the east line of Stanley Street also known as Midway Drive, and the north line of Trolley Boulevard; thence northerly at a 90° angle with the north line of Trolley Boulevard 310.40 feet; thence easterly at a 90° angle a distance of 157.00 feet; thence southerly at a 90° angle a distance of 310.40 feet to the north line of Trolley Boulevard; thence westerly at a 90° angle along the north line of Trolley Boulevard a distance of 157.00 feet to the point and place of beginning . Intending to describe Lot R-2 of the Trolley Park Resubdivision as shown on a map filed in the Monroe County Clerk's Office in Liber 263 of Maps, page 42.

Appendix B
Deed

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page



Return To:

BOX 96
MMK

Index DEEDS ✓
Book 09102 Page 0531
No. Pages 0006
Instrument DRED
Date : 12/21/1998
Time : 11:19:00
Control # 199812210303

EMERSON ENTERPRISES

CIUFO
PHILLIP C SR
CIUFO
VIRGINIA M
TROLLEY PARK ASSOCIATES

TS# TT 0000 009782
Employee ID BC

MORTGAGE TAX

FILE FEE-S	\$	26.75
FILE FEE-C	\$	8.25
REC FEE	\$	18.00
	\$	.00
TRANS TAX	\$	.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	58.00

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

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

WARNING - THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Maggie Brooks, County Clerk



0091020531

10/17

WARRANTY DEED

THIS INDENTURE, made as of the 1st day of September, Nineteen hundred and Ninety-eight

BETWEEN Emerson Enterprises,
Phillip C. Ciuffo, Sr. and
Virginia M. Ciuffo d/b/a
Trolley Park Associates
P.O. Box 425
Pittsford, New York 14534

Emerson Enterprises, LLC
P.O. Box 425
Pittsford, New York 14534

Grantor and
Grantee
RECORDED
DEC 21 AM 11:19
CLERK

WITNESSETH: that the Grantors, in consideration of **ONE & MORE (\$ 1.00 & more) DOLLARS**, lawful money of the United States, paid by the Grantee, does hereby grant and release unto the grantee, his heirs, successors and/or assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Gates, County of Monroe and State of New York, being part of Town Lot 100 of the 20,000 Acre Tract, Township 1, Short Range, more particularly known as Lots R-1A, R-1B, R-1C, R-1D, R-1F, R-1G, R-2, and R-1E as shown on a map of the Trolley Park Resubdivision filed in the Monroe County Clerk's Office in Liber 263 of Maps, page 42.

SUBJECT to all easements, covenants and restrictions of record affecting said premises, if any.

BEING and hereby intending to convey the same premises conveyed to the Grantor by Warranty Deed recorded January 1, 1989 in the Monroe County Clerk's Office in Liber 7545 of Deeds, page 48.

BEING and hereby intending to convey the same premises conveyed to the Grantor by Warranty Deed recorded February 8, 1989 in the Monroe County Clerk's Office in Liber 7562 of Deeds, page 82.

BEING and hereby intending to convey the same premises conveyed to the Grantor by Warranty Deed recorded March 21, 1989 in the Monroe County Clerk's Office in Liber 7589 of Deeds, page 202.

TAX ACCOUNT NO: 104.11-1-2.1, 104.11-1-2.2, 104.11-1-2.3, 104.11-1-2.4,
104.11-1-2.5, 104.11-1-2.6, 104.11-1-2.7, 104.11-1-3, and 104.11-1-2.5

PROPERTY ADDRESS: 616 Trolley Blvd. 31 Trolley Circle
640 Trolley Blvd. 21 Trolley Circle
630 Trolley Blvd. 8 Trolley Circle

RETURN TO BOX 96 mmk

620 Trolley Blvd. 618 Trolley Blvd.
Rochester, New York 14606

THIS conveyance is made and accepted subject to certain mortgages on said premises, all of which are listed on Exhibit A attached hereto and made a part hereof, on which there is an unpaid aggregate principal balance in the amount of \$538,217.94 with interest from September 1, 1998 at a rate of 9.15% per annum (the "Mortgages"). Grantee hereby assumes and agrees to pay the unpaid principal balance of the debt secured by the Mortgages and to be bound by all of their terms as part of the consideration for this conveyance.

TOGETHER WITH all right, title and interest, if any, of the Grantor in and to any streets and/or roads abutting the above described premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of the grantor in and to said premises; and to have and to hold the premises herein granted unto the grantee, his heirs, successors and/or assigns forever. And said grantor covenants as follows:

FIRST: That grantee shall quietly enjoy the said premises;

SECOND: That said grantor will forever **WARRANT** title to said premises;

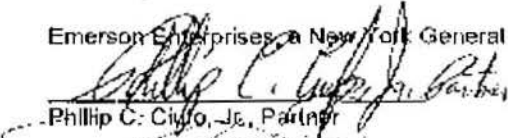
THIRD: That grantor, in compliance with Section 13 of the Lien Law, covenants that grantor will receive the consideration in this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.


WHENEVER the sense of this instrument so requires, the words "Grantor" and "Grantee" shall be construed in their plural forms.

The consideration for this conveyance is less than \$100.00.

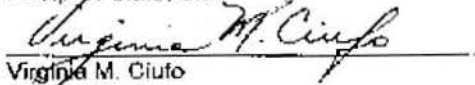
IN WITNESS WHEREOF, the Grantor has executed this Deed on the day and year first above written.

Emerson Enterprises, a New York General Partnership


Phillip C. Ciuffo, Jr., Partner


Phillip C. Ciuffo, Sr., Partner


Phillip C. Ciuffo, Sr.


Virginia M. Ciuffo

Emerson Enterprises, LLC
Phillip C. Ciuffo, Jr., Manager
Phillip C. Ciuffo, Jr., Manager

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 17 day of Dec. in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip C. Ciuffo, Jr., 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.

Matthew M. Korona
Notary Public

MATTHEW M. KORONA
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 10-27-2000

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 17 day of Dec. in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip C. Ciuffo, Sr., 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.

Matthew M. Korona
Notary Public

MATTHEW M. KORONA
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 10-27-2000

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 17 day of Dec. in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Virginia M. Ciuffo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Matthew M. Korona
Notary Public

MATTHEW M. KORONA
Notary Public in the State of New York
MONROE COUNTY
Commission Expires 10-27-2000

EXHIBIT A

Grantee assumes and agrees to pay the debt secured by the following mortgages:

1. (a) Mortgage in the amount of \$60,000.00 and interest made by Emerson Heating & Supply Corp. to Monroe Savings Bank dated November 21, 1980 and recorded in the Monroe County Clerk's Office on November 21, 1980 in Liber 5128 of Mortgages, page 262 (the "1980 Mortgage") and the note it secures;

Said mortgage was extended and modified by a Modification and Extension Agreement dated December 13, 1985 and recorded December 13, 1985 in Liber 7207 of Mortgages, page 230;

Mortgage at 5128 of Mortgages, page 262, was assumed by Joseph S. Ciuffo and Phillip C. Ciuffo in the stated unpaid principal amount of \$51,012.83 by deed recorded in Liber 7545 of Deeds, page 48, on January 17, 1989;

Note: This mortgage was assigned to Manufacturers and Traders Trust Company by an assignment dated November 5, 1990 and recorded on November 8, 1990 in Liber 845 of Assignments of Mortgages, page 588;

(b) Mortgage made by Emerson Enterprises, a New York Partnership, Phillip C. Ciuffo, Sr., and Virginia M. Ciuffo to Central Trust Company in the amount of \$250,000.00, dated September 6, 1989 and recorded in the Monroe County Clerk's Office on September 7, 1989 in Liber 9694 of Mortgages, page 71 (the "1989 Mortgage") and the note it secures (the "1989 Note");

(c) Mortgage made by Emerson Enterprises, a New York Partnership, Phillip Ciuffo, Sr., and Virginia M. Ciuffo, d/b/a Trolley Park Associates, to Manufacturers and Traders Trust Company in the amount of \$210,260.74, dated November 3, 1993, and recorded in the Monroe County Clerk's Office on November 4, 1993 in Liber 11882 of Mortgages, page 603 (the "1993 Mortgage") and the note it secures (the "1993 Note");

The mortgages above were consolidated by terms of the latter mortgage to form a single lien and mortgage in the sum of \$475,000.00.

2. Mortgage made by Emerson Enterprises, a New York Partnership, Phillip C. Ciuffo, Sr., and Virginia M. Ciuffo, d/b/a Trolley Park Associates, to Normandy Corporation in the amount of \$117,566.41 and interest, dated December 29, 1997, and recorded in the Monroe County Clerk's Office on December 30, 1997 in Liber 13584 of Mortgages, page 660 (the "1997 Mortgage") and the note it secures (the "1997 Note");

All of the mortgages above were consolidated by terms of a Mortgage Consolidation, Modification, Extension, Spreader, and Security Agreement dated December 29, 1997 and recorded in the Monroe County Clerk's Office on December 30, 1997 in Liber 13584 of Mortgages, page 666 to form a single lien and mortgage in the amount of \$550,000.00.

All of the mortgages above are secured by a Conditional Assignment of Leases and Rents, dated December 29, 1997 and recorded in the Monroe County Clerk's Office on December 30, 1997 in Liber 8957 of Deeds, page 116.

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Appendix C
Site Map

