



May 18, 2021

VIA ELECTRONIC MAIL
leonard.zinoman@dec.ny.gov

Mr. Len Zinoman
Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7020

**RE: BCA Amendment
Former Labelon Corp. Facility
DEC Site No. C835016**

Dear Len:

Pursuant to your email correspondence dated May 7, 2021, enclosed please find an updated BCA Amendment Application. The purpose of this BCA Amendment is to add the County of Ontario as a Site owner, and remove Volunteer Canandaigua Crossroads, LLC from the BCA. The required documents enclosed include: Attachments: 1 (Abstract-refer to page 44, item no. 22); 2 (Site Access Agreement); 3 (Environmental Survey showing the two areas of ownership); 4 (Legal descriptions for the two areas of ownership).

As the Department is aware, the County of Ontario claims title for a portion of the Site. The Volunteers are in the process of finalizing the Environmental Easement for the Site and discovered a title issue for a portion of the Site. The Volunteers now acknowledge the County's claim in title to the area known as the "Public Square" of the Site. Volunteer 2240 North Forest Road, LLC owns the remainder of the Site. The County has granted 2240 North Forest Road, LLC a Site Access Agreement (*see* Attachment 2), and the County will execute its own Environmental Easement for the Site. No new deed has been recorded for the Public Square as the County maintains it has always had an ownership interest in it (*see* Attachment 1).

Volunteer Canandaigua Crossroads, LLC seeks to be removed from the BCA since it is out of business and cannot meet the County of Ontario's insurance requirement in order to gain access to the portion of the Site owned by the County. Thus, as discussed in various emails with the Department, it was determined that Volunteer Canandaigua Crossroads, LLC should be removed as a Volunteer from the BCA.

As stated in your email correspondence, we are submitting this BCA Amendment to you in electronic form via email only.



Mr. Len Zinoman

May 18, 2021

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Thank you, and please do not hesitate to contact me if you have any questions.

Sincerely,

KNAUF SHAW LLP

A handwritten signature in black ink that reads "Melissa Valle".

MELISSA M. VALLE

ec: Dudley Loew, Esq.
Kelly Lewandowski
Canandaigua Crossroads, LLC
2240 North Forest Road, LLC



Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

- Amendment to modify the existing BCA: [check one or more boxes below]
Add applicant(s)
Substitute applicant(s)
Remove applicant(s)
Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

Title has not recently changed, so new deed has been filed. Refer to Attachment 1 (abstract)

- 1a. A copy of the recorded deed must be provided. Is this attached? Yes No
1b. Change in ownership Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See http://www.dec.ny.gov/chemical/76250.html

- Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement
Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement
Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.
Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

See attached Cover Letter for full description of BCA Amendment Application. In sum, the purpose of this BCA Amendment is to advise the Department that the County of Ontario claims title for a portion of the Site. The Volunteers acknowledge the County's claim in title to the area known as the "Public Square" of the Site. Volunteer 2240 North Forest Road, LLC owns the remainder of the Site. No new deed has been recorded for the Public Square as the County maintains it has always had an ownership interest in it. Further, Volunteer Canandaigua Crossroads, LLC seeks to be removed as an Applicant of the BCA.

Please refer to the attached instructions for guidance on filling out this application

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information			
BCP SITE NAME: Former Labelon Corp. Facility		BCP SITE NUMBER: C835016	
NAME OF CURRENT APPLICANT(S): Canandaigua Crossroads, LLC & 2240 North Forest Road, LLC			
INDEX NUMBER OF AGREEMENT: C835016-12-10		DATE OF ORIGINAL AGREEMENT: 1/25/11	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Describe Requestor's Relationship to Existing Applicant:			

Section III. Current Property Owner/Operator Information (only include if new owner/operator)Owner below is: Existing Applicant New Applicant Non-Applicant

OWNER'S NAME (if different from requestor) County of Ontario c/o Arthur L. James III, Esq.

ADDRESS 20 Ontario Street, 3rd Floor

CITY/TOWN Canandaigua, New York

ZIP CODE 14424

PHONE 585-396-4451

FAX

E-MAIL Arthur.James@co.ontario.ny.us

OPERATOR'S NAME (if different from requestor or owner) Volunteer (240 North Forest Road, LLC)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

12. Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

1. Property information on current agreement:

ADDRESS _____

CITY/TOWN _____

ZIP CODE _____

TAX BLOCK AND LOT (SBL) _____

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address	Section No.	Block No.	Lot No.	Acreage

2. Check appropriate boxes below:

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be removed: _____

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: _____

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Labelon Corp. Facility	BCP SITE NUMBER: C835016
NAME OF CURRENT APPLICANT(S): Canandaigua Crossroads, LLC & 2240 North Forest Road, LLC	
INDEX NUMBER OF AGREEMENT: C835016-12-10	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 1/25/11	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Agent (title) of 2240 North Forest Road, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/12/21 Signature: _____

Print Name: Samuel Savarino

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Effective Date of the Original Agreement: 1/25/11

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am a Member (title) of Canandigua Crossroads, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/12/2021 Signature: _____

Print Name: Thomas E. Masaschi

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 1/25/11

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Site Code: C835016

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:**

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

Attachment 1

FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK
16 West Main Street, Rochester NY 14614

FILE NO.: 2050-299450

TAX ACCT. NO.: 84.09-2-23

CITY	LOT NO.	TRACT OR SUBDIVISION	SIDE OF ST.	NAME OF STREET	ACRES	SCHOOL DISTRICT
Canandaigua	-	-	-	10 Chapin Street	1.63	Canandaigua

ASSESSED TO: **ICM Properties, LLC**
 ASSESSED VALUE: **\$350,000.00**

FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a corporation duly incorporated under the laws of the State of New York, for the valuable consideration to it paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises above described, that there are no COUNTY TAXES, or TAX SALES, now a lien against the real estate described on the tax rolls as above, now payable, except as follows:

DESCRIPTION OF TAX OR ASSESSMENT	AMOUNT	REMARKS
----------------------------------	--------	---------

2010 County Taxes:	\$2,372.75	Unpaid
Prior County Taxes: Paid		
2009 City Taxes:	\$2,751.06	Paid
Prior City Taxes: Paid		
2009 School Taxes:	Relevied to 2009 Town/County Taxes	
Prior School Taxes: Paid		

Plus interest, if any.

Property Class Code: **710**
 Dated: **January 15, 2010**

**FIRST AMERICAN TITLE INSURANCE
 COMPANY OF NEW YORK**

Steven M. Algoduto

By:

Authorized Officer



*First American
 Title Insurance Company*

FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration of it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United State District Court for the **Western** District of New York against the following names, for the respective period of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

NAME	FROM	TO
EM2, LLC	February 7, 2007	January 8, 2010
ICM Properties, LLC, Individually and as Mortgagee	February 7, 2007	January 8, 2010

In Witness Whereof **FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK** has caused these presents to be signed by its duly authorized officer this **8th** day of **January, 2010** at **8:59 AM**.

File No.: **2050-299450**

**FIRST AMERICAN TITLE INSURANCE
COMPANY OF NEW YORK**

Steven M. Napolitano

By: _____
Authorized Officer



*First American
Title Insurance Company*

ABSTRACT OF TITLE
TO
PARCEL OF LAND
WEST SIDE SOUTH MAIN STREET
SOUTH SIDE WEST AVENUE
CITY OF CANANDAIGUA
ONTARIO COUNTY

Maps:

ONTARIO COUNTY MAP NOS 759, 11099 AND 13367
1904 ONTARIO COUNTY ATLAS, PAGE 36

Book 1
PAGE 37

1. WARRANTY DEED

George T. Thompson and
Jessie A. Thompson, his wife

TO

Geo. T. Thompson Sons, Inc.

Instrument Date: 2/7/1940
Acknowledged Date: 2/7/1940
Recorded Date: 6/12/1942
Instrument Location: Liber 410 of Deeds; Page 397

Conveys with other lands, All that tract or parcel of land situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the north by West Avenue; on the east by the west line of the public square; on the south by a public lane fifteen feet wide and on the west by a public lane leading from West Avenue to the first mentioned land. Being the same premises conveyed to George T. Thompson by two separate deeds. The first from Hendrick S. Holden and others dated June 21, 1901 and recorded in Ontario County Clerk's Office, June 29, 1901 in Liber 238 of Deeds at page 31, the second from the New York Central Railroad Company dated February 18, 1919 and recorded in Liber 308 of Deeds at page 221.

U.S. Stamps for \$6.00 affixed and cancelled.

2. CERTIFICATE OF INCORPORATION

In the Matter

OF

Geo. T. Thompson Sons, Inc.

Certificate of Incorporation filed in Albany on 5/2/1931
Filed in Ontario County 5/16/1931

The purpose for which said corporation is formed is, among other things, to buy, sell, lease, mortgage, etc. real property.

Certificate of Change increasing the Capital Stock filed on 9/10/1944.

238/31
(NYCRR)
Holden → THOMPSON
308-221

3. WARRANTY DEED

Ray O. Nicholson

TO

The E. C. Brown Company

Instrument Date: 11/2/1945
Acknowledged Date: 11/2/1945
Recorded Date: 11/2/1945
Instrument Location: Liber 428 of Deeds; Page 175

Conveys, all that tract or parcel of land, situate in the City of Canandaigua, County of Ontario and State of New York, and being a part of an original lot No. One (1) west of Main Street and south of the Square and bounded and described as follows:

Beginning at a point at the southwest corner of the Public Square, thence north nineteen (19) degrees, thirty-four (34) minutes west along the west line of the Public Square a distance of forty-one and twenty hundredths (41.20) feet to the south line of a fifteen (15) foot lane; thence south seventy-one (71) degrees, twenty-nine (29) minutes and thirty (30) seconds west along the south line of said lane a distance of forty and twenty hundredths (40.20) feet to the northeast corner of lands conveyed by John J. Lindner et al. to Ellsworth S. Brown et al by deed dated July 17, 1945 and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence south nineteen (19) degrees thirty-four (34) minutes east along the east line of said Browns' lands a distance of forty-one and forty-seven hundredths (41.47) feet to the northwest corner of lands now owned by Randolph V. Miller (formerly Miller Corsets, Inc.); thence north seventy-one (71) degrees six hundredths (.06) minutes east along the north line of said Miller's land a distance of forty and twenty hundredths (40.20) feet to the point of beginning and containing thirty-eight thousandths (0.038) acres more or less.

Together with all the right, title and interest of the first party in and to the right to use in common with others a right of way of fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right, title and interest of the first party in and to a further right to use the right of way twelve and one-half (12 1/2) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.

And being the same lands conveyed by E. Raymond Church et al. to Ray O. Nicholson by deed dated April 13, 1944 and recorded the same day in Ontario County Clerk's Office in Liber 414 of Deeds at page 131.

U. S. Stamps for \$4.95 affixed and cancelled.

4. CERTIFICATE OF INCORPORATION

In the Matter

OF

E. C. Brown Company

Recorded Date: 3/22/1904

Docket 2 page 125
Box 48

The purpose for which said corporation is formed is, among
other things, to buy, sell, lease, mortgage, etc. real property.

Certificate of Extension of purposes, powers and provisions filed in Monroe County Clerk's Office
on 3/11/1931

5. WARRANTY DEED

Randolph V. Miller

TO

Spencerport Ordnance, Inc.

Instrument Date: 2/1/1946
Acknowledged Date: 2/1/1946
Recorded Date: 2/2/1946
Instrument Location: Liber 428 of Deeds; Page 313

Conveys, all that tract or parcel of land, situate in the City of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Beginning at a point in the northerly line of Chapin Street a distance of one hundred eleven and five-tenths (111.5) feet westerly, measured along the northerly line of Chapin Street, from a point made by the intersection of the edges of the stone bases at the southeasterly corner of the "Hubbell Block", so called, and said point of beginning is also the southwest corner of lands conveyed to Katherine B. Perego and Edwin C. Perego by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945 and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the northerly line of Chapin Street a distance of one hundred eighty-eight and eighty-five hundredths (188.85) feet to the southeasterly corner of lands conveyed by John J. Lindner et al to Ellsworth S. Brown and wife by deed dated July 17, 1945 and recorded in the Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence north nineteen (19) degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred fourteen and ninety-hundredths (114.90) feet to the southwest corner of lands conveyed by E. Raymond Church et al to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said Nicholson's lands and the southerly line of the "Public Square," so called which was conveyed by Oliver Phelps and Nathaniel Gorham to the Supervisors of the County of Ontario by deed dated July 18, 1800 and recorded in the Ontario County Clerk's Office in Liber 7 of Deeds at page 16, a distance of one hundred eighty-eight and eighty-eight hundredths (188.88) feet to the northwesterly corner of said lands of Katherine B. Perego and Edwin C. Perego; thence south nineteen (19) degrees, thirty-four (34) minutes east along the westerly line of said Perego's lands a distance of one hundred twelve and eighty-nine hundredths (112.99) feet to the north line of Chapin Street and the point of beginning, and containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of survey dated October 13, 1945 made by Charles J. Brown, licensed surveyor.

Together with the use in common with others of a right of way twelve (12) feet wide running from Chapin Street northerly to the Public Square across the westerly end of said Perego's lands and adjoining the above described premises on the east.

And subject to a right of way (2) feet wide running from Chapin Street northerly to the Public Square across the easterly two (2) feet of the above described lands.

Together with the use in common with others of a right of way fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and a right of way twelve and one-half (12 1/2) feet wide running southerly to Chapin Street at the westerly end of the above mentioned right of way.

Intending to convey the same premises described in a certain deed from Miller Corsets, Inc., to Randolph V. Miller on December 21, 1944 and recorded in Ontario County Clerk's Office in Liber 422 of Deeds at page 554.

U.S. Stamps for \$75.90 affixed and cancelled.

Row

6. EASEMENT

E.C. Brown Company

AND

Spencerport Ordnance, Inc.

AND

George T. Thompson Sons, Inc.

*extinguished by
merger of
title -*

Instrument Date: 5/28/1947
Acknowledged Date: 6/7/1947
Recorded Date: 6/11/1947
Instrument Location: Liber 446 of Deeds; Page 573

See attached instrument.

*False.
Agree.*

EASEMENT

ARTICLES OF AGREEMENT, made and entered into by and between The E. C. Brown Company, a domestic corporation having its principal place of business at 845 Maple Street, Rochester, New York, hereinafter referred to as "Brown", Spencerport Ordnance, Inc., a domestic corporation having its principal place of business at Canandaigua, New York, hereinafter referred to as "Spencerport", parties of the first part, and George T. Thompson Sons, Inc., a domestic corporation having its principal place of business at Canandaigua, New York, hereinafter referred to as "Thompson", party of the second part.

IN CONSIDERATION of the sum of One (\$1) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

Spencerport hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a deed to Spencerport from Randolph V. Miller dated February 1, 1946 and recorded in Ontario County Clerk's Office in Liber 428 of Deeds at page 313, which said right of way is more particularly bounded and described as follows: The west line of said right of way begins in the north line of Chapin Street at a point Ten (10) feet easterly from the southwest corner of said premises and runs thence northerly and parallel to the west line of said premises to the north line of said premises, and the east line of said right of way begins in the north line of Chapin Street at a point Fifteen (15) feet easterly from the point of beginning of the west line of said

CHAPIN

- 2 -

right of way and runs northerly and parallel to the west line of said right of way to the north line of said premises; being a right of way Fifteen (15) feet in width throughout from the south line of said premises to the north line of said premises, for all ordinary purposes of ingress and egress.

Brown hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a deed to Brown from Ray O. Nicholson, dated November 2, 1945 and recorded in Ontario County Clerk's Office in Liber 128 of Deeds at page 75, which said right of way shall be over and across all and every part of said premises and shall be for all ordinary purposes of ingress and egress.

Brown hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a certain agreement between Brown and the Board of Supervisors of Ontario County, New York, dated October 26, 1945 which said right of way is bounded and described as follows: The west line of said right of way begins at the southwest corner of said premises and runs thence northerly along the west line of said premises to the concrete wall of the railroad spur; the east line of said right of way begins at a point in the south line of said premises Forty (40) feet distant easterly from the southwest corner of said premises and runs northerly and parallel to the west line of said premises to the concrete wall of the railroad spur; and shall be for all ordinary purposes of ingress and egress.

Brown and Spencerport, respectively, covenant and agree to black-top each of the above described rights of way and, for their successors and assigns, each covenants and agrees to maintain and keep in repair each of the above described rights of way over its lands.

For its part, Thompson covenants and agrees to release, remit and quit-claim, and, by its certain indenture executed

CHAPIN

- 3 -

concurrently herewith, has released, remitted and quit-claimed, to Brown its easement and right of way across certain premises in the City of Canandaigua, New York, occupied by Brown under and by virtue of an agreement with the Board of Supervisors of Ontario County, New York, dated October 26, 1945.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, and their respective corporate seals to be hereunto affixed this 28 day of May, 1947.

THE E. C. BROWN COMPANY

By Whitcomb
Pres.

SPENCERPORT ORDNANCE, INC.

By H. B. Quillock
Sr.

GEORGE T. THOMPSON SONS, INC.

By Arthur C. Thompson
Pres.



LIBER 4 576

STATE OF NEW YORK }
COUNTY OF ONTARIO } SS.:
CITY OF CANANDAIGUA }

On this 10th day of June, 1947, before me personally came Colin Brown, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York, and that he is President of the E. C. Brown Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Bertha Jean Holton (Ryan)

Bertha Jean Holton (Ryan)
Notary Public in the State of New York
Ontario County No. 049, N. Y.
Commission Expires March 24, 1948

STATE OF NEW YORK }
COUNTY OF ONTARIO } SS.:
CITY OF CANANDAIGUA }

On this 10th day of June, 1947, before me personally came Giles E. Bullock, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York, and that he is Treasurer of Spencerport Ordnance, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Bertha Jean Holton (Ryan)

Bertha Jean Holton (Ryan)
Notary Public in the State of New York
Ontario County No. 049, N. Y.
Commission Expires March 24, 1948

STATE OF NEW YORK
COUNTY OF ONTARIO SS.:
CITY OF CANANDAIGUA

On this 7th day of June, 1947, before me personally came Arthur E. Thompson, to me known, who, being by me duly sworn, did depose and say that he resides in Canandaigua, New York, and that he is President of George T. Thompson Sons, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

G. Bradley Anderson
G. BRADLEY ANDERSON
Notary Public in the State of New York
Ontario County No. 748, N. Y.
Commission Expires March 30, 1948

EASEMENT

THE E. C. BROWN COMPANY

and

SPENCEPORT ORDINANCE, INC.

Grantors

to - GEORGE T. THOMPSON SONS, INC.

Grantees

Dated: May 17/1947, 1947.

ONTARIO COUNTY, S. S.

recorded on the 11th day

of June, 1947 at 2:10 P.M., in Book 446

Page 10 at page 577 and

examined

Edwin Bell Clerk

CROUCHER AND ANDERSON

ATTORNEYS AT LAW

75 SOUTH MAIN STREET

CANANDAIGUA, NEW YORK

7. WARRANTY DEED

Spencerport Ordnance, Inc.

TO

Velo-King, Inc.

Instrument Date: 6/24/1947
Acknowledged Date: 6/24/1947
Recorded Date: 7/11/1947
Instrument Location: Liber 448 of Deeds; Page 270

Conveys Same Premises As Described At Number 5.

Together with same right of ways.

Subject to mortgage now discharged of record.

U.S. Stamps \$30.25 affixed and cancelled.

8. CERTIFICATE OF INCORPORATION

In the Matter

OF

Velo-King, Inc.

Recorded Date: 4/30/1947

The purpose for which said corporation is formed is, among other things, to buy, sell, lease, mortgage, etc. real property.

9. LEASE

Velo-King, Inc.

TO

New York Terminal Warehouse Co. Incorporation

Instrument Date: 3/15/1949
Acknowledged Date: 3/15/1949
Recorded Date: 4/19/1949
Instrument Location: Liber 476 of Deeds; Page 214

See attached Lease.

LIBER 476 PAGE 214

This Lease, made this 15th day of March, 1940, by and between Yolo-King, Inc., a Corporation organized and existing under the laws of the State of New York, with its principal place of business at 10 Chapin Street, City of Canandaigua, County of Ontario, State of New York (hereinafter called the "Landlord"), and NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED, a Delaware corporation, with its principal place of business at 25 South William Street, New York 4, New York, (hereinafter called the "Tenant").

WITNESSETH:

In consideration of the payment of a rental for the term of One Dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Landlord, and in consideration of the premises and of the covenants and agreements herein contained, the Landlord does hereby lease unto the Tenant, for the purpose of conducting a warehouse therein or thereon, the following described premises:

An area measuring approximately 33 feet by 24 feet, also an area measuring approximately 27 feet by 37 feet both areas being situated on third floor of four story building of brick construction located at 10 Chapin Street, City of Canandaigua, County of Ontario, State of New York and being more particularly located, bounded and described on an accompanying plot plan dated March 1940 and marked New York Terminal Warehouse Co., Inc., Warehouse Number 465 Sections B and C respectively.

From the 15th day of March, 1940, to and including the 10th day of February, 1942, with the right in the Tenant to have at all times by its agents, employees or servants, free ingress to and egress from the demised premises, through or over any premises of the Landlord, and the right at all times during the term of this lease, or any extension or renewal thereof, to use without expense to the Tenant, any machinery, equipment or facilities, either owned by the Landlord or available to it, for the handling, storing, weighing, receiving, packing, shipping or delivery of property stored or tendered for storage in the demised premises.

This lease is a sublease made by the Landlord as lessor under a lease made with the owner of the premises, via

which lease is dated _____ for the term of _____ years commencing

The Landlord represents to the Tenant that it has a good right to sublet the demised premises and the Landlord promises to pay promptly the rent due under the Head Lease dated _____ and to perform and be bound by all the terms and conditions of said Head Lease in so far as they remain applicable to the Landlord and are not applicable to a sub-tenant.

The Landlord agrees, at its own expense, to make all repairs and renewals, to keep the premises and fixtures in good order and repair, to supply, at its own cost, all gas, electricity, light, heat, power, steam, water, elevator facilities, or other utility or service supplied to or used upon the demised premises during the term of this tenancy, to furnish sufficient heat to keep the premises comfortable, to keep the premises clean and orderly, and to comply with all governmental rules, ordinances and requirements now or hereafter affecting the premises during the term of this lease.

The Landlord agrees to indemnify, exonerate and hold harmless the Tenant of and from all fines, penalties, suits, claims, demands, and actions of any kind and nature of anyone whomsoever by reason of the occupation of the premises by the Tenant. In case of default by the Landlord, the Tenant may, at its option, comply with any of these provisions and charge the expense thereof to the Landlord less any indebtedness at any time owing by the Tenant to the Landlord. The Landlord shall at all times remain liable until the full amount thereof shall have been paid.

The Tenant agrees that, for the purpose of inspection of the premises and complying with the provisions of the foregoing paragraphs, the employees of the Landlord shall have access to the premises at reasonable times to be fixed by the agent or storekeeper of the Tenant in charge of said premises, in his presence and under his supervision.

At the expiration of said term and any renewal thereof, the Tenant shall surrender the premises in as good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted, and except such state and condition as may result from the failure of the Landlord to perform its obligations hereunder.

The Landlord agrees that the Tenant may post appropriate signs announcing that it is the Tenant of the demised premises and that it is conducting the business of Public Warehouseman therein, at or adjacent to the entrances and exits of the demised premises, within the demised premises, and at some convenient place where a sign or signs will be visible to the general public.

The Landlord throughout the term of this lease shall maintain and pay for at its own cost and expense a competent, reliable watchman or watchmen, and provide such supervision of watchman or watchmen as will insure efficient and dependable watch service for the protection of the demised premises at all times, except during regular business hours.

The Tenant agrees not to assign or sublet the whole or any part of said premises without first obtaining the written consent of the Landlord.

The Landlord covenants and agrees that the Tenant, on paying said rent and performing the covenants aforesaid to be performed by the Tenant, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The covenants and agreements herein contained shall bind, apply to and enure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

ATTEST:
(Seal) W. E. Haganan Assistant Secretary
NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED
By W. E. Haganan, Vice President
V.I.C. INC.
By Harry Hill President

STATE OF NEW YORK
COUNTY OF NEW YORK
On the 11th day of March, 1949, before me personally, Blanche Jones, to me known, who, being by me duly sworn, did depose and say that he resides at Oceanide, Long Island, New York that he is the Assoc. Vice President of NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED.

the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK
COUNTY OF WESTARID
On the 10th day of March, 1949, before me Bertha Jean Ryan, personally came Harry Hill, to me known, who, being duly sworn, did depose and say that he resides at Canandaigua, N.Y. that he is the President of V.I.C. INC., the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.



Bertha Jean Ryan
Notary Public
My Commission Expires on Mar. 3, 1950

The owner of the above described leased premises has been requested to consent to the making of this lease without assuming any of its obligations and without discharging or in any manner modifying any of the terms or conditions of the lease of the above named Landlord with the understanding except to permit the foregoing subletting. The said owner hereby consents to the making of this lease.

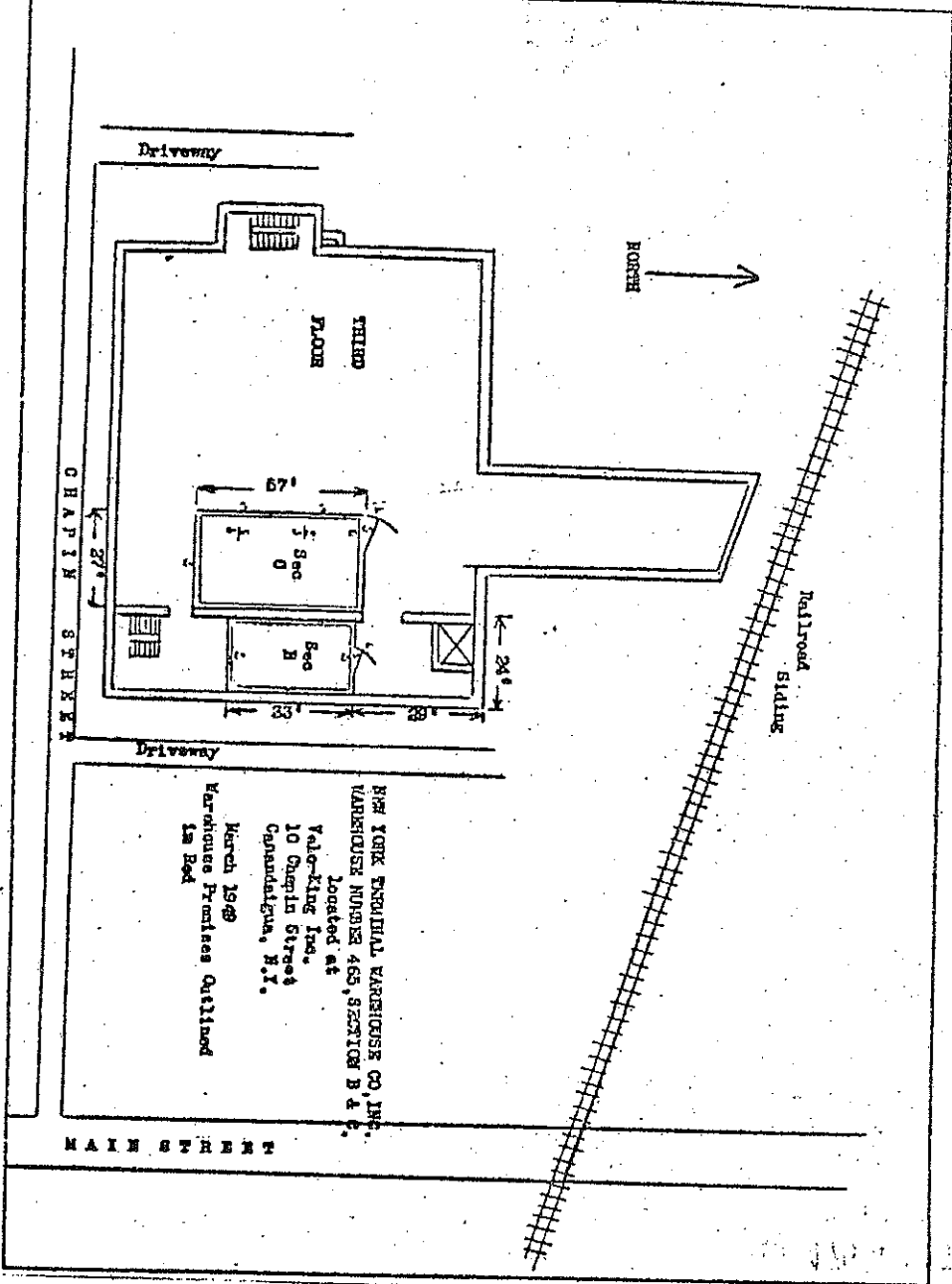
MAR 22 10 42 AM '49

(Owner)

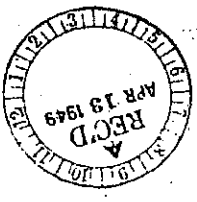
State of New York
County of New York
I, ARCHIBALD B. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law been duly sworn, DO HEREBY CERTIFY that
Blanche Jones
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for hands, indentures and hereditaments to be read in evidence or recorded in this State; to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 11 day of March, 1949.

FEE PAID 234
Archibald B. Watson
County Clerk and Clerk of the Supreme Court, New York County



NEW YORK ESSENTIAL WAREHOUSE CO. INC.
WAREHOUSE NUMBER 465, SECTION B & C.
Located at
Vale-King Inc.,
10 Chapin Street
Camden, N.J.
March 1969
Warehouse Premises Outlined
in Red



Leave
Valer King, ²³⁶⁰ ~~King~~
and ^{5/1949}
New York Terminal Warehouse
Co., Inc.

ONTARIO COUNTY, S. S.
recorded on the 18 day
of April 1949 at 9:35
o'clock A.M., in Book 476
Deeds at page 214 and
examined
Edw. M. Bell Clerk

Mad. Douglas K. Pile
New York Terminal Warehouse Co.
1436 Rensselaer Bldg.
Buffalo, N.Y.

10. LEASE

Velo-King, Inc.

TO

New York Terminal Warehouse Co., Incorporated

Instrument Date: 2/11/1949
Acknowledged Date: 2/11/1949
Recorded Date: 1/11/1950
Instrument Location: Liber 487 of Deeds; Page 317

See attached lease.

LIBRA 487 PAGE 317

This Lease, made this 11th day of February, 1958, by and between Yelo-King Inc., a Corporation organized and existing under the laws of the State of New York, with its principal place of business at 10 Chapin Street, City of Canandaigua, County of Ontario, State of New York (hereinafter called the "Landlord"), and NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED, a Delaware corporation, with its principal place of business at 25 South William Street, New York 4, New York, (hereinafter called the "Tenant").

WITNESSETH:

In consideration of the payment of a rental for the term of One Dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Landlord, and in consideration of the premises and of the covenants and agreements herein contained, the Landlord does hereby lease unto the Tenant, for the purpose of conducting a warehouse therein or thereon, the following described premises:

An area measuring approximately 91 feet by 34 feet, located Easterly end of Fourth Floor, of four story brick, steel reinforced building, owned and occupied by Yelo-King Inc., situated at 10 Chapin Street, City of Canandaigua, County of Ontario, State of New York, and being more particularly located bounded and described on accompanying plot plan dated February 1949 and marked New York Terminal Warehouse Co., Inc. Warehouse Number 465, Section A.

from the 11th day of February, 1958, to and including the 10th day of February, 1959, with the right in the Tenant to have at all times by its agents, employees or servants, free ingress to and egress from the demised premises, through or over any premises of the Landlord, and the right at all times during the term of this lease, or any extension or renewal thereof, to use without expense to the Tenant, any machinery, equipment or facilities, either owned by the Landlord or available to it, for the handling, storing, weighing, receiving, packing, shipping or delivery of property stored or tendered for storage in the demised premises.

~~This lease is a sublease made by the Landlord as lessee under a lease made with the owner of the premises, viz., _____ which lease is dated _____ for the term of _____ years commencing _____ The Landlord represents to the Tenant that it has a good right to sublet the demised premises, and the Landlord promises to pay promptly the rent due under the Head Lease dated _____ and to perform and be bound by all the terms and conditions of said Head Lease in so far as they remain applicable to the Landlord and are not applicable to a sub-tenant.~~

The Landlord agrees, at its own expense, to make all repairs and renewals, to keep the premises and fixtures in good order and repair, to supply, at its own cost, all gas, electricity, light, heat, power, steam, water, elevator facilities, or other utility or service supplied to or used upon the demised premises during the term of this tenancy, to furnish sufficient heat to keep the premises comfortable, to keep the premises clean and orderly, and to comply with all governmental rules, ordinances and requirements now or hereafter affecting the premises during the term of this lease.

The Landlord agrees to indemnify, exonerate and hold harmless the Tenant of and from all fines, penalties, suits, claims, demands, and actions of any kind and nature of anyone whomsoever by reason of the occupation of the premises by the Tenant. In case of default by the Landlord, the Tenant may, at its option, comply with any of these provisions and charge the expense thereof to the Landlord less any indebtedness at any time owing by the Tenant to the Landlord. The Landlord shall at all times remain liable until the full amount thereof shall have been paid.

The Tenant agrees that, for the purpose of inspection of the premises and complying with the provisions of the foregoing paragraphs, the employees of the Landlord shall have access to the premises at reasonable times to be fixed by the agent or storekeeper of the Tenant in charge of said premises, in his presence and under his supervision.

At the expiration of said term and any renewal thereof, the Tenant shall surrender the premises in a good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted, and except such state and condition as may result from the failure of the Landlord to perform its obligations hereunder.

The Landlord agrees that the Tenant may post appropriate signs announcing that it is the Tenant of the demised premises and that it is conducting the business of Public Warehouseman therein, at or adjacent to the entrances and exits of the demised premises, within the demised premises, and at some convenient place where a sign or signs will be visible to the general public.

The Landlord throughout the term of this lease shall maintain and pay for at its own cost and expense a competent, reliable watchman or watchmen, and provide such supervision of watchman or watchmen as will insure efficient and dependable watch service for the protection of the demised premises at all times, except during regular business hours.

The Tenant agrees not to assign or sublet the whole or any part of said premises without first obtaining the written consent of the Landlord.

The Landlord covenants and agrees that the Tenant, on paying said rent and performing the covenants aforesaid to be performed by the Tenant, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The covenants and agreements herein contained shall bind, apply to and enure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

ATTEST: NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED
By W. E. Rogusan, Exec. Vice President

ATTEST: VILLO-KING INC.
By Harry Hill, Pres.

ACKNOWLEDGMENTS

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 16th day of February, 1949, before me personally came W. E. Rogusan, to me known, who, being by me duly sworn, did depose and say that he resides at Queenside, Long Island, New York, that he is the Exec. Vice President of NEW YORK TERMINAL WAREHOUSE CO. INCORPORATED,

the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Blanche Jones

BLANCHE JONES
Notary Public in the State of New York
Residing in Queens County
Queens Co. Clk # No. 1878, Reg. No. 10,148
N.Y. Co. Clk # No. 54, Reg. No. 33,100
Commission expires March 30, 1950

STATE OF NEW YORK

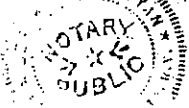
COUNTY OF ONTARIO

On the 11th day of February 1949, before me Burt Jean Ryan personally came Harry Hill, to me known, who, being duly sworn, did depose and say that he resides at 121 Avenue H, Long Beach, California, that he is the President of VILLO-KING INC., the Corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Burt Jean Ryan
Notary Public
By Commission Expires March 30 1950

Burt Jean Ryan
Notary Public in the State of New York
Ontario County No. 917, N. Y.
Commission Expires March 16, 1950

(Notarial Seal)



The owner of the above-described leased premises has been requested to consent to the making of this lease without assuming any of its obligations and without discharging or in any manner modifying any of the terms or conditions of the lease of the above-named Landlord with the undersigned except to permit the foregoing subletting. The said owner hereby consents to the making of this lease.

(Owner)

By

State of New York
County of New York

No. 98677

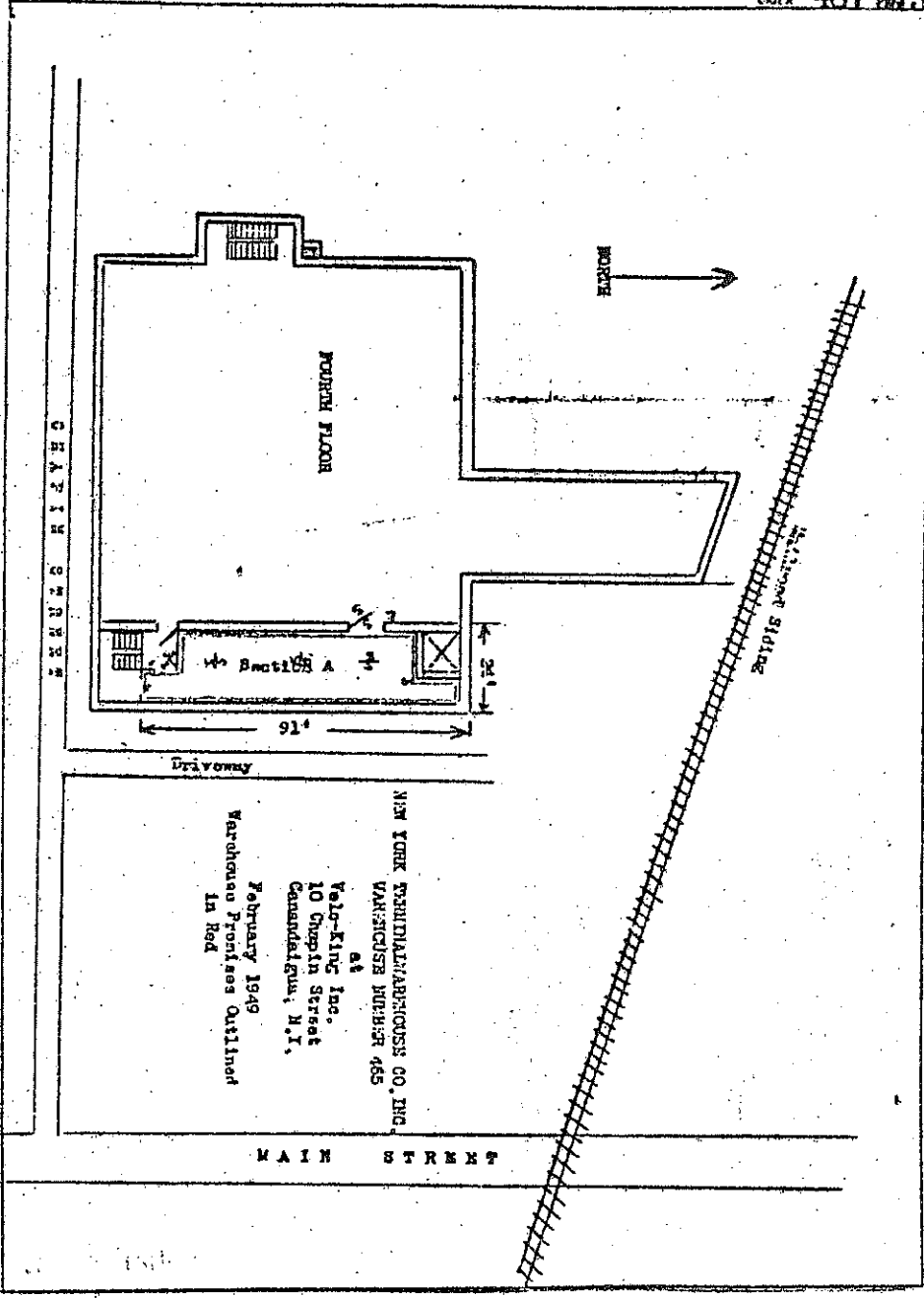
L. ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this 21 day of February 1949

FEE PAID 25

L. Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County



NEW YORK TERMINAL MARKING CO., INC.
 VAN METER NUMBER 465
 at
 Yolo-King Inc.
 10 Chapin Street
 Canandaigua, N.Y.
 February 1949
 Warehouse Profiles Outline
 In Red

LETR 487 PAGE 320



LEASE
VELO KING INC. 2360 ✓
TO
NEW YORK TERMINAL WARHOUSE Co. 1964

ONTARIO COUNTY, S.S.
received on this 11th day
of 7/10/50 at 11:45
o'clock A.M., in Book 4276
Page at page 317 and
examined
Helen M. Bell Clerk

1436 Frank Blvd.
Buffalo 3 N.Y.
James R. Field
James R. Field
1436 Frank Blvd.
Buffalo 3 N.Y.

11. ORDER APPROVING TRUSTEES BOND

In the Matter

of

Velo-King, Inc., bankruptcy,

Recorded Date: 6/20/1950
Instrument Location: Liber 493 of Deeds; Page 460

See attached instrument.

At a Court of Bankruptcy held in and
for the Western District of New York,
at the Federal Bldg., in the City of
Rochester, Monroe County, New York
on the 5th day of June 1950.

Present: HONORABLE NELSON P. SANFORD, Referee in Bankruptcy

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NEW YORK

In the Matter

of

No. 37107

VELO-KING, INC.,

Bankrupt.

It appearing to the Court that Charles J. Brigg of the
City of Rochester, Monroe County, New York, has been duly appointed
trustee of the estate of the above named bankrupt, and has given a
bond with the United States Fidelity and Guaranty Company as surety
for the faithful performance of his official duties in the amount
fixed by the undersigned, to wit, in the amount of \$175,000, it is
ORDERED, that the said bond be, and the same hereby is
approved.

NELSON P. SANFORD
Referee in Bankruptcy

CERTIFIED COPY

United States of America

Western DISTRICT OF New York

I, MAY C. SICKMAN, Clerk of the United States District Court in and for the Western District of New York, do hereby certify that the annexed and foregoing is a true and full copy of the original

ORDER APPROVING TRUSTEE'S BOND now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Buffalo NY this 16th day of June A. D. 1950

MAY C. SICKMAN
Clerk.
By Joan Crowley Bennett
Deputy Clerk.

10-37107-Bankruptcy

United States District Court

Western DISTRICT OF New York

In the Matter

of 236

Bankrupt

VELO-KING, INC.

CERTIFIED COPY

ORDER APPROVING TRUSTEE'S BOND

FILED
JUN 6 1950
MAY C. SICKMAN, Clerk

1st Nat. Bank of Buffalo, City
502 Main Bldg.
Buffalo 14, N.Y.

ONTARIO COUNTY, S. S.
received on the 20 day
of June 1950 at Buffalo
of MAY C. SICKMAN, Clerk
examined at Buffalo

Joan Crowley Bennett
Deputy Clerk.

12. BANKRUPTCY ORDER

In the Matter

OF

Velo-King, Inc.

Recorded Date: 7/31/1950
Instrument Location: Liber 436 of Deeds; Page 256

At Rochester, New York in said district on the 17th day of May, 1950. The debtor above named having filed its petition for reorganization pursuant to Chapter 10 of the Bankruptcy Act and said petition having been approved and Harry Hill and James P. Donovan having been duly appointed trustee of the debtor above named in said reorganization proceeding and Jay R. Gelb, Charles J. Briggs and Richard Grant as a committee of the general unsecured creditors of the debtor having been granted leave to intervene in this proceeding and having intervened therein and the said Creditors Committee having duly filed their petition herein pursuant to Section 236 of the Bankruptcy Act for adjudication of the debtor as a bankrupt and due notice of a hearing thereon having been given to the debtor, the trustees, the stockholders and the creditors of the bankrupt, and all other interested parties, and hearings having been held upon said petition, and testimony taken, and it appearing to the Court, and the Court having found that no plan for reorganization has been filed in this proceeding, and that the time for filing the plan or reorganization should not be further extended, and it further appearing, and the Court having found that it is in the interest of the creditors and the stockholders that bankruptcy be proceeded with pursuant to the provisions of this Act, and the Court having found that the assets of the debtor cannot be sold in the market within a reasonable time for an amount sufficient to pay the claims of the general unsecured creditors filed and allowed in this proceeding, and the claims having priority and the secured claims filed in this proceeding, in full, and that the debtor is insolvent, and the Court having found that the aggregate of the debtor's property, exclusive of any property which it may have conveyed, transferred, concealed or removed or permitted to be concealed or removed with intent to defraud, hinder or delay its creditors is not at a fair value sufficient in amount to pay its debts and obligations, and due consideration having been had thereon at a hearing whereat the petitioners, Jay R. Gelb, Charles J. Briggs and Richard Grand, as the Creditors Committee for the general unsecured creditors appear by Burns and Burns, their Attorneys, Robert H. Wendt of counsel, and the trustees appeared in person and by Harold G. Hutchens, their attorney, and the debtor appeared by Cornelius R. Wright, its attorney, William G. Combs of counsel, and the said E. C. Brown Company and Giles Bullock appeared by Cornelius R. Wright their attorney, William G. Combs of counsel, and Edward Gretchen, attorney having appeared for certain unsecured creditors, it is, on motion of Burns and Burns, attorneys for the committees of the general unsecured creditors herein,

Ordered,

1. That the Velo-King, Inc., the debtor above named be and it hereby is adjudged bankrupt
2. That bankruptcy be proceeded with in this proceeding pursuant to the provisions of the Bankruptcy Act.
3. That jurisdiction is reserved to the Judge to hear and determine all applications for allowance for compensation and expenses in this Chapter 10 proceeding, such allowances when made to be a first lien upon the assets of the debtor. That jurisdiction is also reserved to the Judge to hear and determine the classification and allowance and all other matters in controversy with respect to all disputed claims now being litigated in this proceeding with respect to all motions now pending before the judge in this proceeding.
4. That the bankruptcy proceeding into which this Chapter 10 proceeding is transformed is hereby referred to the Honorable Nelson P. Sanford, one of the referees in bankruptcy of this Court to take such further proceeding therein as are required and permitted by the bankruptcy Act. That the above named debtor shall henceforth attend before the said referee and conform to such orders as may be made by him or by a Judge of this Court relating to such bankruptcy.
5. That Harry Hill and James P. Donovan, the trustees in this proceeding, upon the appointment and

qualifications of a trustee or receiver in said bankruptcy proceeding shall forthwith surrender to said trustees or receiver all property, assets and effects of the debtor in their possession or under their control. Pending the qualification, however, the said trustees shall continue possession and to act under the order of their appointment, until their successor is elected. It is further ordered that the said trustees, Harry Hill and James P. Donovan shall have full power and authority to sell, ship and do all other acts necessary to fill orders for velocipedes parts and finished velocipedes until their successor is elected.

6. That the trustees herein and the Clerk of the U. S. District Court are ordered to forthwith transmit to the said referee in bankruptcy all proofs of claims heretofore filed in this proceeding and all other papers and records relating to said proceeding in their possession.

13. ORDER DIRECTING SAL OF REAL ESTATE FREE OF LIENS

In the Matter

of

Velo-King, Inc.

Recorded Date: 7/31/1950
Instrument Location: Liber 495 of Deeds; Page 341

See attached.

At a Court of Bankruptcy,
Held in and for the Western
District of New York, at the
Federal Building, in the City
of Rochester, Monroe County,
New York, on the 26th day of
June, 1950

PRESENT: Honorable Nelson P. Sanford, Referee in Bankruptcy
IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

In the Matter

of

VELO-KING, INC.,

Bankrupt

Charles J. Briggs, the trustee of the above named bankrupt having presented a petition to the undersigned referee, dated June 15th, 1950 from which it appears that the following liens are of record in the Ontario County Clerk's Office against the real estate owned by the bankrupt and described in said petition:

1. A mortgage now held by the Canandaigua National Bank and Trust Company on which there is unpaid the principal sum of \$33,770.00 with interest at 4% from February 1st, 1949.
2. A judgment in Supreme Court in favor of U. S. Internal Revenue, 28th District of New York, George T. McGowan, Collector, for \$23,118.79, docketed in the Ontario County Clerk's Office August 25th, 1949 against Velo-King, Inc.
3. A judgment in Supreme Court in favor of U. S. Internal Revenue, 28th District of New York, George T. McGowan, Collector, for \$1,433.05, docketed in the Ontario County Clerk's Office September 23rd, 1949 against Velo-King Inc.,
4. A Mechanics Lien in favor of Leach Steel Corporation, 8D Steel Street, Rochester, New York, docketed March 19, 1949 for \$2,532.50, redocketed March 4th, 1950.

5. A Mechanics Lien in favor of Brown-Hoyt Inc., 74 So. Main St., Canandaigua, New York for \$4,019.67, docketed April 20th, 1949.

6. A Mechanics Lien in favor of Automatic Combustion Equipment Co. Inc., Scottsville Road at the Airport, Rochester, New York, for \$371.57, docketed May 11th, 1949.

7. A lease with the New York Terminal Warehouse Company, 25 So. William Street, New York City, New York, recorded April 18, 1949, in Liber 476 of Deeds, at page 214.

8. A lease with the New York Terminal Warehouse Company, 25 So. William Street, New York City, New York, recorded January 11th, 1950 in Liber 487 of Deeds, at page 317.

And said petitioner having asked for a show cause order directed to the Canandaigua National Bank and Trust Company; The U. S. Internal Revenue, 28th District of New York, George T. McGowan, Collector; The Leach Steel Corporation; Brown-Hoyt Inc.; Automatic Combustion Equipment Co. Inc.; and the New York Terminal Warehouse Company, directing them to appear and show cause why an order should not be made directing the sale of the said real estate of the bankrupt fully described in said petition, free and clear of said liens, the said liens, if any, to attach to the proceeds of the sale, and a show cause order having been thereupon issued and served upon said Canandaigua National Bank and Trust Company; the U. S. Internal Revenue, 28th District of New York, George T. McGowan, Collector; the Leach Steel Corporation; Automatic Combustion Equipment Co. Inc.; and the New York Terminal Warehouse Company as therein directed and proof of service having been filed and the matter now coming on to be heard, and Harold G. Hutchens and George Burns having appeared for the trustee, and there being no other appearances, and it appearing that the application of the said trustee is just and reasonable and for the

best interest of this estate, it is, on motion of Harold G. Hutchens and George Burns, attorneys for the trustee,

ORDERED, that the real estate of the bankrupt fully described in the aforementioned petition be sold free and clear of the said liens hereinbefore set forth, said liens if any, to attach to the proceeds of the sale.

Nelson P. Sanford
Referee in Bankruptcy

United States District Court
WESTERN DISTRICT OF NEW YORK

United States of America vs.
WESTERN DISTRICT OF NEW YORK

I, MAY C. SICKMON, Clerk of the United States District Court in and of the Western District of New York, do hereby certify that the annexed is a true and full copy of the original ORDER DIRECTING SALE OF REAL ESTATE FREE OF LIENS now remaining among the records of the said Court in my office.



In Testimony Whereof, I have herunto subscribed my name and affixed the seal of the aforesaid Court at Buffalo, N. Y.,

_____ 23th day of July, A. D. 1950

MAY C. SICKMON

Joan Crowley Bennett
Deputy Clerk.

Sir: Take notice that the within is a copy of an duly granted in the within entitled action, on the day of 19 and that said duly filed and entered in the office of the Clerk of the County of on the day of 19 Dated N.Y.

BURNS & BURNS

Attorney for

OFFICE AND P. O. ADDRESS

205 WILSON BUILDING ROCHESTER 14, N.Y.

To Attorney for

State of New York
U. S. District Court,
Western District of
New York

In the Matter

of
VELO-KING, INC.,
Bankrupt

ORDER DIRECTING SALE OF
REAL ESTATE FREE OF LIENS

HAROLD G. HUTCHENS AND
GEORGE BURNS
Trustees

OFFICE AND P. O. ADDRESS

205 WILSON BUILDING ROCHESTER 14, N.Y.

Due and personal service of the within and of the notice hereon endorsed, is admitted this day of

19
CERTIFIED COPY
ORIGINAL

Attorney for Filed JUL 2 5 1950
Page 6 of 6

ONTARIO COUNTY, N. Y.
received on the 31 day
of July 1950 at 3:50
o'clock P.M. in Book 495 of
Records at page 344 and
returned
E. A. Kelly

14. ORDER DIRECTING SALE OF REAL ESTATE

In the Matter

of

Velo-King, Inc.

Recorded Date: 7/31/1950
Instrument Location: Liber 495 of Deeds; Page 345

See attached instrument.

At a Court of Bankruptcy, held
in and for the Western District
of New York, at the Federal
Building, in the City of Roches-
ter, Monroe County, New York, on
the 26th day of June, 1950.

PRESENT: Honorable Nelson P. Sanford, Referee in Bankruptcy

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

In the Matter

of

VELO-KING, INC.,

Bankrupt

On reading and filing the petition of Charles J. Briggs, trustee of the above named bankrupt, dated June 14th, 1950 making application for the sale of the title of the above named bankrupt in certain real property fully described in said petition, free of liens, and further praying that a meeting of creditors be held to consider such proposed sale, and an order having been made by this Court upon said petition directing the giving of notice to the creditors of the above named bankrupt of a meeting to be held to consider said proposed sale, and the said meeting of creditors having been duly held at this time and place, and on reading and filing the affidavit of service of the notice of said meeting and upon the application of the trustee, no opposition being had thereto, it is, on motion of Harold G. Hutchens and George Burns, attorneys for the trustee,

ORDERED, that the title of Velo-King, Inc. in real property situate in the City of Canandaigua, Ontario County, New York, fronting on the northerly side of Chapin Street in said city and described in a deed to Velo-King, Inc. from Spencerport Ordnance Inc., recorded in the Ontario County Clerk's Office on July 15th, 1947 in Liber 448 of Deeds at Page 270, be sold by the trustee at public auction, said sale to be held on the 27th day of June, 1950 at 10:00 o'clock A.M., daylight saving time, on the premises

to be sold and such sale to be subject to the confirmation of this Court to be had on the 28th day of June, 1950 at 10:00 o'clock A.M., daylight saving time.

Richard P. Sanford
Referee in Bankruptcy

United States District Court
WESTERN DISTRICT OF NEW YORK

United States of America vs.

I, MAY C. SICKMON, Clerk of the United States District Court in and of the Western District of New York, do hereby certify that the annexed is a true and full copy of the original ORDER DIRECTING SALE OF REAL ESTATE now remaining among the records of the said Court in my office.



In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Buffalo, N. Y.,

this 27th day of July, A. D. 1950

MAY C. SICKMON

Joan Crowley Bennett
Deputy Clerk.

Sir: Take notice that the within is

a copy of an
duly granted in the within entitled ac-
tion, on the day of , 19 ,
and that said

was
duly filed and entered in the office of the
Clerk of the County of
on the day of
19

Dated N. Y.
, 19

BURNS & BURNS

Attorneys for
OFFICE AND P. O. ADDRESS
600 WILSON BUILDING BROOKLYN 11, N.Y.

To
Attorney for

State of New York

U. S. District Court,
Western District of
New York

In the Matter
of
VELO-KING, INC.,
Trustee

Bankrupt
ORDER DIRECTING SALE OF
REAL ESTATE.

HAROLD G. HUTCHENS AND
GEORGE BURNS,
Attorneys for
OFFICE AND P. O. ADDRESS
600 WILSON BUILDING BROOKLYN 11, N.Y.

Due and personal service of the
within and of the notice hereon en-
dorsed, is admitted this day of
, 19

Attorney for

ONTARIO COUNTY N. Y.

Reviewed on the 31 day
of July 1950 at 3:50
City of Albany is Booked at
Booked at page 115, any
examined

Handwritten signature
Clerk

CERTIFIED COPY
ORIGINAL

Filed JUL 23 1950
Ray C. Schwan, Clerk

15. BARGAIN AND SALE DEED

Velo-King, Inc. by Charles J. Briggs, as Trustee in Bankruptcy

TO

Lester Boyce

Instrument Date: 7/26/1950
Acknowledged Date: 7/26/1950
Recorded Date: 7/31/1950
Instrument Location: Liber 495 of Deeds; Page 352

Conveys Same Premises As Described At Number 5.

Whereas, a voluntary petition for re-organization was filed by Velo-King, Inc., the bankrupt hereinafter described and,

Whereas, said Velo-King, Inc. was thereafter adjudicated a bankrupt by the District Court of the United States for the Western District of New York, and the administration of said bankruptcy estate was duly referred to Honorable Nelson P. Sanford, one of the referees of said Court in Bankruptcy before whom such proceedings thereafter were had as that the undersigned was duly appointed the trustee of said bankruptcy estate and effects and thereupon duly qualified and has been ever since acting as such trustee, and,

Whereas, the said trustee did present a petition to the said referee in bankruptcy making application for the sale of the real estate hereinafter described and,

Whereas, said referee did, on the 15th day of June, 1950 make an order that the application of said trustee be entertained and that ten days' notice of such application of such sale be given to the creditors herein, said application to be returnable on the 26th day of June, 1950 and the said ten days' notice to creditors of such application and of such sale having been duly given as provided for in said order and proof of the mailing of such notice having been duly filed and the said referee having on the 26th day of June, 1950 made an order that the title of Velo-King, Inc, said bankrupt, in the real property hereinafter described be sold free and clear of liens, and,

Whereas, at the time and place so specified in the notice to creditors, said sale was duly held and the property struck down to Lester Boyce for \$65,000.00 and the matter having come on for confirmation as provided for in the notice to creditors before Nelson P. Sanford, Referee in Bankruptcy, and the said Lester Boyce having voluntarily, in open court, increased his bid to \$75,000.00 and said sale having been thereupon confirmed by the referee,

Now, therefore, I Charles J. Briggs, of No. 699 Main Street East in the City of Rochester, Monroe County, New York, the undersigned Trustee in Bankruptcy of said Velo-King, Inc., by virtue of the title and powers in me vested by the provisions of the Bankruptcy Act, and pursuant to said orders hereinbefore set forth and for and in consideration of the sum of \$75,000.00 to me in hand paid by said Lester Boyce, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, set over and convey unto the said Lester Boyce, his heirs, executors and assigns, all my right, title and interest in and to the following proerpty described at No. 5.

Together with all right of way easements and subject to right of way easements as set out in said deed.

U.S. Stamps for \$82.50 affixed and cancelled.

16. WARRANTY DEED

Lester Boyce

TO

Giles E. Bullock

Instrument Date: 10/31/1951
Acknowledged Date: 10/31/1951
Recorded Date: 11/1/1951
Instrument Location: Liber 515 of Deeds; Page 425

Conveys Same Premises As Described At Number 5.

Together with and subject to all easements and rights of way as set forth in the deed from Spenderport Ordnance, Inc. to Velo-King, Inc. recorded in the Ontario County Clerk's Office 11 July 1947 in Liber 448 of Deeds page 270 and subject to the right of way from E. C. Brown Company and another to Geo. T. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office 11, June 1947 in Liber 446 of Deeds at page 573.

Subject to mortgage now discharged of record.

U.S. Stamps for \$70.95 affixed and cancelled.

17. CONSENT TO SELL

In the Matter

OF

Geo. T. Thompson Sons, Inc.

Instrument Date: 1/9/1959
Acknowledged Date: 1/9/1959
Recorded Date: 1/12/1959
Instrument Location: Liber 624 of Deeds; Page 404

See attached instrument.

KNOW ALL MEN BY THESE PRESENTS

That we, L. ELAINE JENKINS, residing at 85 Gorham Street, Canandaigua, New York, J. W. JENKINS, JR., residing at 85 Gorham Street, Canandaigua, New York, EDITH R. THOMPSON, residing at 308 East Lake Road, Canandaigua, New York, and JOHN S. BACON, residing at 240 North Main Street, Canandaigua, New York, owning and holding of record all of the stock issued and outstanding of Geo. T. Thompson Sons, Inc., a domestic corporation, with principal place of business located at 106 Bemis Street, in the City of Canandaigua, County of Ontario and State of New York, to wit, being the owners and holders of record of Four Hundred Eighty-Five (485) shares of common stock of such corporation, do hereby consent and direct that such corporation sell to

ROBERT L. HINER, CANANDAIGUA, NEW YORK

SHEPARD MARINE, INC.
for the price of ~~Two~~ ^{Two} Thousand Dollars (\$2000.00), payable part in cash and the balance upon such terms and conditions as may be acceptable to the Board of Directors of said Geo. T. Thompson Sons, Inc., certain premises located adjacent to the Public Square in the City of Canandaigua, County of Ontario and State of New York, bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the north by West Avenue; on the east by the west line of the Public Square; on the south by a public lane fifteen feet wide and on the west by a public lane leading from West Avenue to the first mentioned lane.

Being the same lands conveyed by George T. Thompson and wife to Geo. T. Thompson Sons, Inc., by deed dated February 7, 1940, and recorded in the Ontario County Clerk's Office June 12, 1942, in Liber 410 of Deeds at page 397, together with the easements and rights of way over lands now or formerly of The E. C.

Brown Company and Spencerport Ordnance, Inc., more particularly described in the conveyance from The R. C. Brown Company and Spencerport Ordnance, Inc., to George T. Thompson Sons, Inc., dated May 28, 1947, and recorded in the Ontario County Clerk's Office June 11, 1947, in Liber 446 of Deeds at page 573.

Attached to and made a part hereof as if at length set forth herein is an affidavit of the President and Secretary of the corporation attesting to our stock ownership as hereinbefore recited.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of January, 1959.

L. Elaine Jenkins L. S.

J. W. Jenkins, Jr. L. S.

John S. Bacon L. S.

J. W. Jenkins, Jr. L. S.

STATE OF NEW YORK:
:SS.
COUNTY OF ONTARIO:

On this 9th day of January, 1959, before me personally came L. ELAINE JENKINS, J. W. JENKINS, JR., EDITH B. THOMPSON and JOHN S. BACON, to me personally known and known to me to be the same persons described in and who executed the within instrument, and they duly and severally acknowledged to me that they executed the same.

Betha Jean Ryan

Notary Public

BETHA JEAN RYAN
Notary Public for the State of New York
Ontario County, New York
Commission Expires March 30, 1960

STATE OF NEW YORK:
:SS.
COUNTY OF ONTARIO:

L. ELAINE JENKINS and J. W. JENKINS, JR., being severally
duly sworn, depose and say: That she, L. Elaine Jenkins, is the
President, and that he, J. W. Jenkins, Jr., is the Secretary and
Treasurer of Geo. T. Thompson Sons, Inc., a domestic corporation,
with principal place of business at 106 Bemis Street, in the City
of Canandaigua, County of Ontario and State of New York; that the
entire capital stock of the said Geo. T. Thompson Sons, Inc.,
issued and outstanding, consists of Four Hundred Eighty-Five (485)
shares of common stock of the par value of One Hundred Dollars
(\$100.00) each, that such stock represents the total number of
shares issued and outstanding and entitled to vote on a proposition
to sell the property of said corporation; and that as of December
27, 1958 the said L. Elaine Jenkins, J. W. Jenkins, Jr., Edith R.
Thompson and John S. Bacon executing the foregoing certificate
together own all of such stock of such corporation.

L. Elaine Jenkins
J. W. Jenkins, Jr.

Severally sworn to before
me this 9th day of
January, 1959.

Bertha Jean Ryan

Notary Public
BERTHA JEAN RYAN
Notary Public in the State of New York
Ontario County No. 419, N. Y.
Commission Expires March 24, 1960

ONTARIO COUNTY, N. Y.
Recorded on the 12 day
of Jan. 1959 at 4:00
O'clock P.M. in Book 624
Page 406 and
returned

Deputy Clerk

18. WARRANTY DEED

Geo. T. Thompson Sons, Inc.

TO

Shepard Marine, Inc.

Instrument Date: 1/9/1959
Acknowledged Date: 1/9/1959
Recorded Date: 1/12/1959
Instrument Location: Liber 924 of Deeds; Page 432

Conveys Same Premises As Described At Number 1.

Together with easements and rights of way over lands now or formerly of The E. C. Brown Company and Spencerport Ordnance Inc., more particularly described in the conveyance from E. C. Brown and Spencerport Ordnance, Inc. to George T. Thompson Sons, Inc. dated May 28, 1947, and recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 573.

U.S. Stamps for \$11.10 affixed and cancelled.

19. CERTIFICATE OF INCORPORATION

In the Matter

OF

Shepard Marine, Inc.

Recorded Date: 6/19/1958

File No. 1958-4585

The purpose for which said corporation is formed is, among other things, to buy, sell, lease, mortgage, etc. real property.

20. WARRANTY DEED

Shepard Marine, Inc.

TO

Howard J. Samuels

Instrument Date: 11/12/1949
Acknowledged Date: 11/12/1949
Recorded Date: 11/12/1949
Instrument Location: Liber 633 of Deeds; Page 1021

Dates bank make sent

1959 ?

Conveys Same Premises As Described At Number 1.

Together with the easements and rights of way over lands now or formerly of The E.C. Brown Company and Spencerport Ordnance, Inc. , more particularly described in the conveyance form E. C. Brown Company and Spencerport Ordnance, Inc., to George T. Thompson Sons, Inc. dated May 28, 1947, and recorded in the Ontario County Clerk's Office June 11, 1947, in Liber 446 of Deeds at page 573.

21. DISTRICT DIRECTORS DEED

Eugene C. Coyle, Jr., District Director of
Internal Revenue

TO

Howard J. Samuels

Instrument Date: 12/9/1960
Acknowledged Date: 12/9/1960
Recorded Date: 12/20/1960
Instrument Location: Liber 641 of Deeds; Page 149

Consideration: \$61,100.00

Conveys Same Premises As Described At Number 5.

Whereas, notice of lien for unpaid federal taxes was filed on March 20, 1958 in the office of the Clerk of Ontario County in the State of New York against Giles E. and K.D. Bullock of 2096 Elmwood Avenue, Rochester, New York, and

Whereas, Pursuant to authority contained in Section 6331 of the Internal Revenue Code of 1954, the District Director of Internal Revenue for the Buffalo, New York District, seized for nonpayment of such taxes the property of said Giles E. and K.D. Bullock hereinafter described, and

Whereas, the said property was sold in accordance with the provisions of Section 6335 of the Internal Revenue Code of 1954 and the regulations promulgated thereunder at public auction on the 9th day of November 1959, and

Whereas, the said property was declared purchased by Howard J. Samuels of Smith Road, Canandaigua, New York, for the sum of (\$61,100.00) Dollars, he being the highest bidder, and that being the highest sum bidden for the same, and

Whereas, the said property has not been redeemed within the one year period provided for in Section 6337 of the Internal Revenue Code of 1954,

Now, therefore, this indenture witnesseth, that Eugene C. Coyle, Jr. as District Director of Internal Revenue for the Buffalo, New York District, the party of the first part to these presents in conformity to Section 6338 (b) of the Internal Revenue Code of 1954, and in consideration of the sum of money so bidden as aforesaid to him duly paid, does by these presents grant and convey unto Howard J. Samuels, the party of the second part, all the right, title and interest which the said Giles E. and K. D. Bullock had at the time that said notice of Federal Tax Lien was filed on March 20th, 1958, it being said Giles E. and K.D. Bullock's interest in said property at No. 5.

Together with all right of way easements and subject to all right of way easements set forth in the deed from Spencerport Ordnance Inc. to Velo-King Inc. recorded in the Ontario County Clerk's Office 11, July 1947 in Liber 448 of Deeds at page 270 and subject to the right of way from E. C. Brown Company and another to Geo. T. Thompson Sons, Inc., recorded in the Ontario County Clerk's Office 11 June 1947 in Liber 446 of Deeds at page 573.

22. REFERENCE DEED

Oliver Phelps and
Nathaniel Gorham

TO

Supervisors of the County of Ontario

Instrument Date: 7/18/1800
Acknowledged Date: 10/8/1800
Recorded Date: 10/9/1800
Instrument Location: Liber 7 of Deeds; Page 16

Conveys, that certain parcel of land situate in the Village of Canandaigua in the County of Ontario called the square bounded south east by land of the said Oliver Phelps north east by land of the said Nathaniel Gorham south west by lands of Thad Chapin and north west by land of Moses Atwater said square is intersected by Main Street and 4 cross streets in said village and contains about 6 acres of land . To have and to hold the said square subject to the easement of two highways aforesaid to the said supervisors and their successors forever to the following and that is to say the said square to be used as a place of public use and on the north east corner thereof to have a court house erected thereon and other buildings whatsoever on that part thereof which lies north east of main and cross streets that south east corner thereof to be used only as a walk highway and to have no building whatsoever erected thereon, being the land thereof which lies east of main street and south of cross streets, the part of the square west of Main Street to be used for such buildings as a may be necessary for the County of Ontario excepting that no building shall be erected thereon which may obstruct the lights or obscure the view of the School House now erected thereon which school house may from time to time be _____ said square in such part thereof as it now occupies and to belong to the present owners of said school house and their associates while the present building remains thereon and afterwards to belong for the purpose it is now used for the town of Canandaigua. And it is hereby declared to be the true intent and meaning of the grantors that the said hereby granted premises shall not be appropriated by said Supervisors or their successors in office in any manner contrary to the restrictions herein contained and in case the said premises should be appropriated by the said Supervisors or their successors in any manner contrary to the foregoing limitations then these presents to become void otherwise to remain in full force and virtue.

23. WARRANTY DEED

Howard J. Samuels

TO

10 Chapin, Inc.

Instrument Date: 12/16/1960
Acknowledged Date: 12/16/1960
Recorded Date: 12/20/1960
Instrument Location: Liber 641 of Deeds; Page 152

Conveys Same Premises As Described At Number 1 & 5.

U.S. Stamps for \$302.50 affixed and cancelled.

24. QUIT CLAIM DEED

Howard J. Samuels

TO

10 Chapin, Inc.

Instrument Date: 12/16/1960
Acknowledged Date: 12/16/1960
Recorded Date: 12/20/1960
Instrument Location: Liber 641 of Deeds; Page 155

Conveys same premises as No. 3.

And all that tract or parcel of land beginning at a southerly line of the "Public Square, " so called, where it is intersected by the east line of the stone base on the east side of the Hubbell Block, and which point of beginning is also a point in the west line of Main Street at the northeasterly corner of lands conveyed to Katherine B. Perego and Edwin C. Perego by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945 and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south 71° 6' west along the northerly line of said Perego's lands and lands of Randolph V. Miller, a distance of two hundred sixty-one and twenty-eight hundredths (261.28) feet to the southwesterly corner of the Public Square and being also the southeasterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north 19° 34' west along the easterly line of said Nicholson's lands and crossing a lane fifteen (15) feet wide and continuing along the easterly line of a part of lands conveyed by George T. Thompson to George T. Thompson Sons, Inc. by deed dated February 7, 1940 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 397, a distance of about one hundred twenty-nine (129) feet to a point which is ten (10) feet southerly from the center line of a spur or switch running to the lands of George T. Thompson Sons Inc., thence easterly on a curved line parallel to and ten (10) feet south of the center line of the said spur or switch to a point which is ten (10) feet southerly from a point made by the intersection of the center line of said spur or switch with the center line of the southerly main track of the New York Central Railroad Company; thence continuing easterly on a curved line ten (10) feet south of and parallel to the center line of said southerly main track for an overall or total distance of about two hundred seventy-six (276) feet to a point in the west line of Main Street produced northerly and which is also the continuation of the east line of the stone base on the east side of the "Hubbell Block," so called, now owned by Katherine B. Perego and Edwin C. Perego, thence south 19° 0' east a distance of about forty-six (46) feet to the place of beginning, and containing four hundred fifty-seven thousandths (0.457) acres, more or less, according to a map or survey made by Charles J. Brown, licensed surveyor.

It being intended to convey a portion of the southwest corner of the lands now owned by the County of Ontario having been deeded to the Supervisors of the County of Ontario by Oiver Phelps and Nathaniel Gorham by deed dated July 18, 1800 and recorded in Ontario County Clerk's Office in Liber 7 of Deeds at page 16.

U.S. Stamps for \$27.50 affixed and cancelled.

25. NOTE

Monroe Title Insurance Corporation has certified E.C. Brown Company for the premises at No. 3 and have found no conveyance of this premises.

X [Monroe Title Insurance Corporation has also granted the Supervisors of Ontario County for the premises at No. 22 and have found no conveyance of this premises.

* but see where Samuels took title to all of this

conveys much more than #3.

excepts Nicholson parcel (#3) (E.C. Brown)



26. CERTIFICATE OF INCORPORATION

In the Matter

OF

10 Chapin, Inc.

Recorded Date: 1/1/1960

The purpose for which said corporation is formed is, among other things, to engage in any lawful act or activity for which corporations may be formed under the Business Corporation Law.

Name Change to Brewster Vineyards, Ltd. 1/23/1973.

27. MEMORANDUM OF LEASE

Brewster Vineyards, Ltd, (successor in interest to
10 Chapin Inc.)

TO

Labelon Corportion

Instrument Date: 12/7/1973
Acknowledged Date: 12/7/1973
Recorded Date: 12/14/1973
Instrument Location: Liber 733 of Deeds; Page 775

See attached instrument.

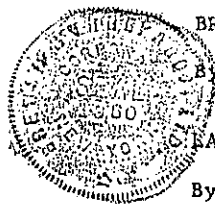
6325

MEMORANDUM OF EXTENSION AND AMENDMENT OF LEASE

THIS AGREEMENT is made the 7th day of December, 1973 by and between BREWSTER VINEYARDS, LTD. (successor in interest to 10 CHAPIN, INC.), a New York corporation having offices at 10 Chapin Street, Canandaigua, New York, hereinafter referred to as "Landlord," and LABELON CORPORATION, a New York corporation having offices at 10 Chapin Street, Canandaigua, New York, hereinafter referred to as "Tenant."

R E C I T A L S :

1. On July 1, 1967, 10 CHAPIN, INC. and Tenant entered into a written Lease for a term of five (5) years and three (3) months commencing July 1, 1967 and terminating September 30, 1972.
2. The premises covered by said Lease are known as 10 Chapin Street, Canandaigua, New York.
3. Landlord and Tenant hereby agree that the term of the Lease shall be extended for a period of five (5) years commencing October 1, 1972 and terminating September 30, 1977.
4. Landlord and Tenant further agree that Tenant shall have an option to renew the Lease for a term of five (5) years commencing October 1, 1977 and terminating September 30, 1982 upon the same terms and conditions as contained in the Lease as extended and amended, except that the rental shall be renegotiated. Tenant's option to renew will expire automatically if not exercised by written notice to Landlord not less than sixty (60) days prior to the expiration of the term of the Lease as extended.



BREWSTER VINEYARDS, LTD.

By: E. Billings Brewster
E. Billings Brewster, President

LABELON CORPORATION

By: Richard O. Dill
Richard O. Dill, Vice President

LIBER 733 PAUL 775

STATE OF NEW YORK)
COUNTY OF (Ontario) SS:

On this 7th day of December, 1973, before me, the subscriber, personally appeared E. BILLINGS BREWSTER, to me known, who, being duly sworn did depose and say that he resides in Rochester, New York, and is President of BREWSTER VINEYARDS, LTD., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Handwritten signature]

STATE OF NEW YORK)
COUNTY OF (Ontario) SS:

On this 7th day of December, 1973, before me, the subscriber, personally appeared RICHARD O. DILL, to me known, who, being duly sworn, did depose and say that he resides in ~~New York~~ ^{New York} and is Vice President of LABELON CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



[Handwritten signature]

KURT J. BAUM
Notary Public in the State of New York
ONTARIO COUNTY, N. Y.
Commission Expires 12/31/74

ONTARIO COUNTY, S. S.
recorded on the 14 day of DEC 1973
at 2:35 o'clock P. M. in Book 733
of DEEDS at page 775 and
examined *[Signature]* Clerk

Subordination of Lease recorded 9 Jan. 1985 in Liber 835 Deeds, page 1109.

28. CERTIFICATE OF PARTNERSHIP

In the Matter

OF

Brewster Vineyards

Recorded Date: 3/13/1974

File No. 1974-42

The names of persons doing business under said name:

William Brewster
Nancy Brewster
Ann Brewster
Cynthia Brewster
Blair Brewster

29. WARRANTY DEED

Brewster Vineyards, Ltd.

TO

Nancy S. Brewster, as Trustee for William Billings Brewster, Ann Blair Brewster, Cynthia David Brewster and Blair Meloy Brewster, pursuant to certain Trust Agreements dated December 30, 1965, doing business as Brewster Vineyards

Instrument Date: 4/10/1975

Acknowledged Date: 4/10/1975

Recorded Date: 4/17/1975

Instrument Location: Liber 745 of Deeds; Page 14

The shareholders of Brewster Vineyards, Ltd have unanimously consented to this conveyance, which is being made pursuant to the dissolution of the corporation.

Conveys premises at No. 1, 3 and 5.

Together with all right of way easements and subject to all right of way easements set forth in the deed from Spencerport Ordinance, Inc. to Velo-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 448 of Deeds at page 270 and subject to the right of way from E. C. Brown Company and another to George I. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 573.

Together with all right, title and interest of grantor herein in and to the right to use in common with others a right of way fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right title and interest of the grantor herein in and to a further right to use the right of way twelve and one half (12 1/2) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.

Conveys

Handwritten notes: "not inside for" and "#3" with a double underline.

30. WARRANTY DEED

Nancy S. Brewster, as Trustee for William Billings Brewster, Ann Blair Brewster, Cynthia Davis Brewster, and Blair Meloy Brewster, pursuant to certain Trust Agreements dated December 30, 1965, doing business as Brewster Vineyards

TO

William Billings Brewster
Ann Blair Brewster
Cynthia Davis Brewster
Blair Meloy Brewster,
as tenants in common,
doing business as Brewster Vineyards

Instrument Date: 12/30/1976
Acknowledged Date: 12/30/1976
Recorded Date: 12/31/1976
Instrument Location: Liber 761 of Deeds; Page 936

Conveys Same Premises As Described At Number 29.

Together with and subject to same right of ways and easements.

31. POWER OF ATTORNEY

Blair Meloy Brewster

TO

Ann B. Irwin

Instrument Date: 11/14/1978
Acknowledged Date: 11/14/1978
Recorded Date: 1/23/1979
Instrument Location: Liber 786 of Deeds; Page 783

Party of the first part appoints party of the second part as his attorney in fact to act in his name place and stead in any way in which he himself could do if he were present.

32. POWER OF ATTORNEY

William Billings Brewster

TO

Ann B. Irwin

Instrument Date: 11/14/1978
Acknowledged Date: 11/14/1978
Recorded Date: 1/23/1979
Instrument Location: Liber 786 of Deeds; Page 785

Party of the first part appoints party of the second part as his attorney in fact to act in his name place and stead in any way in which he himself could do if he were present.

33. POWER OF ATTORNEY

Blair Brewster

TO

Ann Irwin

Instrument Date: 12/28/1984
Acknowledged Date: 12/28/1984
Recorded Date: 12/31/1984
Instrument Location: Liber 835 of Deeds; Page 838

Party of the first part appoints party of the second part as his attorney in fact to act in his name place and stead in any way in which he himself could do if he were present.

34. QUIT CLAIM DEED

Ann B. Irwin fka Ann Blair Brewster
Cynthia B. Martin fka Cynthia Davis Brewster
Blair Meloy Brewster, as tenants in common,
doing business as Brewster Vineyards

TO

Brewster Vineyards, LLC

Instrument Date: 11/14/1997
Acknowledged Date: 11/14/1997
Recorded Date: 11/26/1997
Instrument Location: Liber 987 of Deeds; Page 668

*Doesn't include
E.g. Brown parcel ?*

Order Deed

Conveys Same Premises As Described At Number 29.

Subject to any and all covenants, easements and restrictions of record affecting the premises.

Being and intending to convey the same premises conveyed to the William Billings Brewster deceased and grantor by deed dated December 30, 1976.



ABSTRACT CERTIFICATE

MONROE TITLE INSURANCE CORPORATION, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at Set-Out(s) No(s). 1 immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched (1) the City Tax Certificates Common Charge Liens Criminal Surety Bond Deeds Federal Tax Liens (10 Years) Financing Statements (up to 5 years) Individually Surety Bond Judgments (10 Years) Lis Pendens Mechanics Lien (1 Year) Mortgages (including Assignments) Orders Appointing Receivers Public Welfare Liens Sheriff's Certificates indices maintained in the County Clerk's Office and (2) the Surrogate's indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in this Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date February 7, 1940 for premises at No. 1; November 2, 1945 for premises at No. 3; February 1, 1946 for premises at No. 5; December 16, 1960 for premises at No. 24 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located.
4. It found the matters set forth in the Abstract at Set-Outs 1 through 34; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgements, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, MONROE TITLE INSURANCE CORPORATION has caused this Certificate to be signed by its Authorized Officer this 24th day of February, 2006 at 8:29 o'clock A.M.

This abstract is certified to November 26, 1997 at 3:50PM.

MONROE TITLE INSURANCE CORPORATION

By Peter E. Pughant
Authorized Officer

Order Number: 232643BT
Certificate Number: 3359;7976;7977/BT

Abstracted by: V Klindt

MONROE TITLE INSURANCE CORPORATION
PRIVACY POLICY NOTICE
(07/01/01)

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monroe Title Insurance Corporation.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you such as on applications or other forms and our website.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law for a variety of purposes including:

- * To assist us in providing service and account maintenance.
- * To help us design and improve products.
- * To offer products and services that may be of interest to you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.
- * To third party service providers that perform services for us in the processing or servicing of your transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THIS NOTICE IS ADDITIONALLY PROVIDED ON BEHALF OF THE FOLLOWING COMPANIES IN WHICH MONROE TITLE INSURANCE CORPORATION HAS A CONTROLLING INTEREST: MONROE-ALLEGANY TITLE AGENCY, INC.; MONROE-GENESEE COUNTRY TITLE AGENCY, LLC; MONROE-GORMAN TITLE AGENCY, LLC; MONROE-MADISON TITLE AGENCY, LLC; MONROE-TOMPKINS-WATKINS TITLE AGENCY, LLC AND WYOMING ABSTRACT CO. (DIV. OF MONROE TITLE INSURANCE CORPORATION).

5/23/01

Ontario CTS

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE

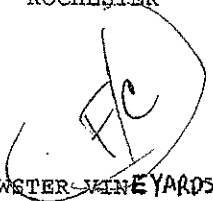


This Document has been recorded.
This is NOT a bill

Return To:

HARRIS BEACH LLP
99 GARNSEY ROAD

ROCHESTER NY 14534


BREWSTER VINEYARDS LLC
CONGRESS FINANCIAL CORP NEW EN
GLAND

Index MORTGAGE BOOK
Book 01355 Page 0685
No. Pages 0009
Instrument MORTGAGE
Date : 7/03/2002
Time : 11:06:11
Control # 200207030039
M/T # MT CT 001894
IN # IN 2002 010791
Employee ID COUNTER219

MORTGAGE TAX

RECORDING	\$	33.00	TAXABLE MORTGAGE AMT\$	255,000.00
SURCHARGE	\$	4.75	BASIC MORTGAGE TAX \$	1,275.00
SURCHARGE	\$	14.25	SPEC ADD'L MTG TAX \$	637.50
BASIC M/TX	\$	1,275.00		\$.00
SPECL M/TX	\$	637.50	Total	\$ 1,912.50
	\$.00		
	\$.00		
	\$.00		
Total:	\$	1,964.50		

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



Record and Return to:
Timothy M. Fitzgerald, Esq.
Harris Beach LLP
99 Garnsey Road
Pittsford, New York 14534

COLLATERAL SECURITY MORTGAGE

Date: July 2, 2002

Parties:

Mortgagor BREWSTER VINEYARDS, LLC, a New York limited liability company having a place of business at 10 Chapin Street, Canandaigua, New York 14424.

Mortgagee CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), a Massachusetts corporation having a place of business at One Post Office Square, Boston, Massachusetts 02109.

The Mortgagor promises and agrees as follows:

1. **Transfer of rights in the Property:** Mortgagor has determined that it is in the best interest of Mortgagor to secure certain obligations of Labelon Corporation and accordingly, Mortgagor hereby mortgages to the Mortgagee the Property described in this Mortgage. Mortgagor can lose the Property for failure to keep the promises in this Mortgage.

2. **Debt:** The purpose of this Mortgage is to give Mortgagee a continuing security for the payment when due of all debt which Mortgagee holds against Labelon Corporation ("Labelon") and which debt is evidenced by or arising out of (i) that certain Loan and Security Agreement dated on or about May 25, 2000 executed by Labelon, and others, and Mortgagee (the "Loan Agreement") and (ii) that certain Forbearance Agreement dated June 28, 2002 executed and delivered by and between Labelon and Mortgagee (the "Forbearance Agreement") and (iii) that certain Guaranty dated on or about May 25, 2000 executed and delivered by Mortgagor to Mortgagee (the "Guaranty"). This Mortgage shall secure debt that is direct or contingent. It shall secure debt that is now due or may be due in the future. It shall secure renewals and extension of the debt. The total amount of debt that is secured shall not exceed at any one time TWO HUNDRED FIFTY FIVE THOUSAND AND 00/100 DOLLARS (\$255,000.00). The Forbearance Agreement, the Loan Agreement, the Guaranty, this Mortgage and any other documents executed by and among Mortgagor and Lender, or Labelon and Lender are hereinafter collectively referred to as the "Loan Documents".

Notwithstanding any provision in this Mortgage to the contrary, payments made or incurred by Mortgagee to cure Mortgagor's defaults shall be secured by this Mortgage, even if the debt plus the payments made or incurred exceed the total amount of debt.

3. **Property mortgaged:** The Property mortgaged (the "Property") is ALL THAT TRACT OR PARCEL OF LAND more particularly described on Schedule A attached hereto.

Property Address: 10 Chapin Street, Canandaigua, Ontario County, New York 14424.
Tax Map Number: 084.009-0002-023.0

4. **Payment:** Mortgagor will pay the debt as promised in the Loan Documents.
5. **Insurance:** Mortgagor will keep the building on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand Mortgagor must insure the Property against war risk and any other risk reasonably required by Mortgagee.
6. **Maintenance:** Mortgagor will keep the Property in reasonably good repair.
7. **No sale or alteration:** The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.
8. **Taxes, etc.:** Mortgagor promises to:
 - (a) pay all taxes, assessments, sewer rents or water rates within 30 days after they are due,
 - (b) make all payments when due on any prior mortgages on the Property,
 - (c) pay any tax imposed by Article 11 of the Tax Law.Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.
9. **Expenses of Mortgagee:** Mortgagor must pay all expenses of Mortgagee, including reasonable attorney's fees, if (a) Mortgagee is made a party in a suit relating to the Property, or (b) Mortgagee sues anyone, including Mortgagor, to protect or enforce Mortgagee's rights under this Mortgage.
10. **Mortgagee's right to cure:** Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 5, 8, 9 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided on the debt from the date paid until the date of repayment shall be added to the debt and secured by this Mortgage. Mortgagor shall make repayment with interest within 10 days after demand.
11. **Statement of the amount due (estoppel):** Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Mortgage and whether there are any offsets or defenses against the debt.
12. **Title:** Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.
13. **Cure violations:** Mortgagor shall comply with any law or governmental order or cure any legal violation concerning the Property. Mortgagor shall comply within 30 days after the order or violation is issued or the law takes effect.
14. **Lien law section 13:** This Mortgage is subject to the trust fund provisions of Section 13 of the Lien Law.

15. **Inspections:** Mortgagee and any person authorized by the Mortgagee may enter and inspect the property at reasonable times.
16. **Financing statements:** Mortgagor authorizes Mortgagee to file without Mortgagor's signature one or more financing statements as permitted by law to perfect the security interest of this Mortgage.
17. **Default, when full amount of debt due immediately:** Mortgagee may declare the full amount of the debt to be due and payable immediately for any default.
The following are defaults:
(a) Failure to make any payment due under the Loan Documents and secured by this Mortgage within 15 days of the date it is due;
(b) Mortgagor fails to keep any other promise or agreement in this Mortgage within the time stated, or if no time is stated, within a reasonable time after notice is given that Mortgagor is Default;
(c) On application of Mortgagee, two or more insurance companies licensed to do business in New York State refuse to issue policies insuring the buildings and improvements on the Property.
18. **Sale:** If Mortgagor defaults under this Mortgage and the Property is to be sold at a foreclosure sale, the Property may be sold in one parcel.
19. **Receiver:** If Mortgagee sues to foreclose the Mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the Property.
20. **Payment of rent and eviction after default:** If there is a Default under this Mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and surrender the Property to Mortgagee or to the receiver. Mortgagee may evict the Mortgagor by summary proceedings or other court proceedings.
21. **Applicable law:** Mortgagee shall have all the rights set forth in Section 254 of the New York Real Property Law in addition to Mortgagee's rights set forth in this Mortgage, even if the rights are different from each other.
22. **No waiver:** Delay or failure of Mortgagee to take any action will not prevent Mortgagee from taking action later. Mortgagee may enforce those rights Mortgagee chooses without giving up any other rights.
23. **Notices:** Notices, demands or requests may be in writing and may be delivered in person or sent by mail.
24. **No oral changes:** This Mortgage cannot be changed or ended orally.
25. **Who is bound:** If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.
26. **Prepay without penalty:** The Mortgagor may prepay the unpaid principal balance and any accrued

but unpaid interest in full or in part at any time without penalty.

27. **No sale or transfer without written permission:** The Mortgagee may declare the full amount of the Debt immediately due and payable upon the sale or transfer of the Property or any interest therein, and/or upon the sale or transfer of any interest in Mortgagor.

28. **Attorney fees:** Any and all costs and expenses, including but not limited to reasonable attorney fees and expenses, incurred by Mortgagee in connection with the enforcement of Mortgagor's obligations hereunder, or the collection of the debt secured by this Mortgage, shall be paid by Mortgagor.

The Mortgagor states that the Mortgagor has read this Mortgage, received a completely filled in copy of it and has signed this Mortgage as of the date at the top of the first page.

MORTGAGOR:

BREWSTER VINEYARDS, LLC

By: Ann B. Irwin, Member

By: James C. Haefner
Ann B. Irwin, by James C. Haefner, her attorney in fact

By: Cynthia D. Brewster, Member

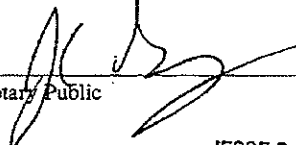
By: James C. Haefner
Cynthia D. Brewster, by James C. Haefner, her attorney in fact

By: Blair M. Brewster, Member

By: James C. Haefner
Blair M. Brewster, by James C. Haefner, his attorney in fact

State of New York)
County of Ontario) ss.:

On the 2 day of July, 2002 before me, the undersigned personally appeared James C. Haefner, 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 on behalf of which the individual acted, executed the instrument.

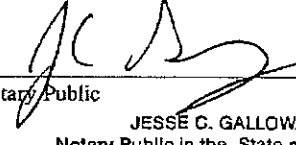


Notary Public

State of New York)
County of Ontario) ss.:

JESSE C. GALLOWAY
Notary Public in the State of New York
Monroe County
Commission Expires 02/22/03

On the 2 day of July, 2002 before me, the undersigned personally appeared James C. Haefner, 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 on behalf of which the individual acted, executed the instrument.

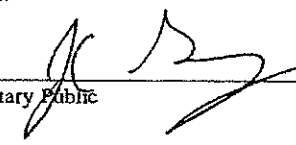


Notary Public

State of New York)
County of Ontario) ss.:

JESSE C. GALLOWAY
Notary Public in the State of New York
Monroe County
Commission Expires 02/22/03

On the 2 day of July, 2002 before me, the undersigned personally appeared James C. Haefner, 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 on behalf of which the individual acted, executed the instrument.



Notary Public

JESSE C. GALLOWAY
Notary Public in the State of New York
Monroe County
Commission Expires 02/22/02

NY 11-11-11 11-11-11
On page 10 of 11

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Canandaigua, Ontario County, New York, bounded and described as follows:

BEGINNING AT A POINT IN THE SOUTHERLY line of the "Public Square," so-called, where it is intersected by the east line of the stone base on the east side of the Hubball Block, and which point of beginning is also a point in the west line of Main Street at the northeasterly corner of lands conveyed to Katherine B. Perago and Edwin C. Perago by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart B. Hubball, deceased, by deed dated February 24, 1945, and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south $71^{\circ} 6'$ west along the northerly line of said Perago's lands and lands of Randolph V. Miller, a distance of two hundred sixty-one and twenty-eight hundredths (261.28) feet to the southwesterly corner of the Public Square and being also the southeasterly corner of lands conveyed by E. Raymond Church, et al. to Ray C. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north $19^{\circ} 34'$ west along the easterly line of said Nicholson's lands and crossing a lane fifteen (15) feet wide and continuing along the easterly line of a part of lands conveyed by George T. Thompson to George T. Thompson Sons Inc. by deed dated February 7, 1940 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 397, a distance of about one hundred twenty-nine (129) feet to a point which is ten (10) feet southerly from the center line of a spur or switch running to the lands of the said George T. Thompson Sons Inc., thence easterly on a curved line parallel to and ten (10) feet south of the center line of the said spur or switch to a point which is ten (10) feet southerly from a point made by the intersection of the center line of said spur or switch with the center line of the southerly main track of the New York Central Railroad Company; thence continuing westerly on a curved line ten (10) feet south of and parallel to the center line of said southerly main track for an overall or total distance of about two hundred seventy-six (276) feet to a point in the west line of Main Street produced northerly and which is also the continuation of the east line of the stone base on the east side of the "Hubball Block," so-called, now owned by Katherine B. Perago and Edwin C. Perago, thence south $19^{\circ} 0'$ east a distance of about forty-six (46) feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Canandaigua, Ontario County, New York, and beginning at a point in the northerly line of Chapin Street, a distance of one hundred eleven and five-tenths (111.5) feet westerly measured along the northerly line of Chapin Street, from a point made by the intersection of the edges of the stone bases at the southeasterly corner of the "Hubball Block", so-called, and said point of beginning is also the southwesterly corner of lands conveyed to Katherine B. Perago and Edwin C. Perago by Rochester Trust and Safe Deposit Company, executor under the last will and testament of Stewart B. Hubball, deceased, by deed dated February 24, 1945, and recorded in the Ontario County Clerk's Office in Liber 423 of

Deeds at page 130; thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the northerly line of Chapin Street a distance of one hundred eighty-eight and eighty-five hundredths (188.85) feet to the southeasterly corner of lands conveyed by John J. Linder et al to Ellsworth S. Brown and wife by deed dated July 17, 1945, and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence north nineteen (19) degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred fourteen and ninety-hundredths (114.90) feet to the southwesterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said Nicholson's lands and the southerly line of the "Public Square", so called which was conveyed by Oliver Phelps and Nathaniel Gorham to the Supervisors of the County of Ontario by deed dated July 18, 1900 and recorded in the Ontario County Clerk's Office in Liber 7 of Deeds at page 16, a distance of one hundred eighty-eight and eighty-eight one hundredths (188.88) feet to the northwesterly corner of said lands of Katherine B. Perago and Edwin C. Perago; thence south nineteen (19) degrees, thirty-four (34) minutes east along the westerly line of said Perago's lands a distance of one hundred twelve and eighty-nine hundredths (112.89) feet to the north line of Chapin Street and the point of beginning, and containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of a survey dated October 13, 1945 made by Charles J. Brown, licensed Surveyor. Being the same property conveyed by Charles J. Briggs, trustee, etc. to Lester Boyce by deed dated July 26, 1950 and recorded in the Ontario County Clerk's Office July 31, 1950 in Liber 495 of Deeds at page 352, together with all right of way easements and subject to all right of way easements set forth in the deed from Spencerport-Ordinance, Inc. to Vale-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 448 of Deeds at page 270 and subject to the right of way from E. C. Brown Company and another to George T. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 573.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the north by West Avenue, on the east by the west line of the Public Square, on the south by a public lane fifteen feet wide and on the west by a public lane leading from West Avenue to the first mentioned lane.

Also, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Canandaigua, County of Ontario and State of New York, and being a part of an original Lot No. One (1) west of Main Street and south of the Square and bounded and described as follows: Beginning at a point at the southwest corner of the Public Square, thence north nineteen (19) degrees thirty-four (34) minutes west along the west line of the Public Square a distance of forty-one and twenty hundredths (41.20) feet to the south line of a fifteen (15) foot lane; thence south seventy-one (71) degrees, twenty-nine (29) minutes and thirty (30) seconds west along the south line of said lane a distance of forty and twenty hundredths (40.20) feet to the northeast corner of lands conveyed by John J. Lindner, et al. to Ellsworth S. Brown, et al. by deed dated July 17, 1945 and recorded in Ontario County Clerk's Office in Liber 428 of Deeds at page 174; thence south nineteen (19) degrees thirty-four (34) minutes east along the east line of said Brown's lands a distance of forty-one and forty-seven hundredths (41.47) feet to the northwest corner of lands now or formerly owned by Randolph V. Miller (formerly Miller Corsets, Inc.); thence north seventy-one (71) degrees six hundredths (.06) minutes east along the north line of said Miller's land a distance of forty and twenty hundredths (40.20) feet to the point of beginning, and containing thirty-eight thousandths (0.038) acres, more or less.

TOGETHER with all right, title and interest of the grantor herein in and to the right to use in common with others a right of way fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right, title and interest of the grantor herein in and to a further right to use the right of way twelve and one half (12 1/2) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.

*
This
Mortgage
includes
EC Brown
parcel

Canandaigua City Treasurer's Office

Canandaigua, NY 04-Mar-03

Upon examination of the books in this office in reference to the property known and described as follows:

Currently Assessed to	<u>BREWSTER VINEYARDS LLC</u>
Location	<u>10 CHAPIN STREET</u>
Classification Code	<u>710 Manufacturing</u>
Lot Size	<u>1.63 acres</u>
Tax Map No.	<u>84.09-2-23</u>
Assessed Value	<u>\$600,000</u>

Exemptions:	<u>City</u>	<u>County</u>	<u>School</u>
Senior Citizen	<u>none</u>	<u>none</u>	<u>none</u>
Veterans	<u>none</u>	<u>none</u>	<u>none</u>

I find no taxes or assessments unpaid except:

2003 County and State Taxes	\$ 4,122.02	plus penalty
2003 City Tax,		due May 2003
2002/2003 School Tax Arrears	\$ 11,042.53	plus penalty & fee
Water / Sewer Rents	\$ 615.81	
Water Other	none	
Other	\$ 1,503.52	
	Liquid waste billing prior to bankruptcy	\$9,635.00
County Tax Year January to December (tax levied in January)		
City Tax Year January to December (tax levied in May)		
School District Tax Year July to June (tax levied in October)		

While the undersigned has endeavored to insure accuracy in the above statement, neither she nor the City of Canandaigua guarantees the same.


 Laura K. Wharmby, Clerk/Treasurer

For current School Tax inquire from School Collector.

Please note the Minimum Housing Standards Ordinance of the City of Canandaigua states that no owner of any two family, mixed occupancy, multi-dwelling, or rooming house shall sell, transfer, grant or otherwise dispose thereof, to another, unless a Certificate of Occupancy, pursuant to Section 26.27 of the Municipal Code has been obtained from the Building Inspector not less than fourteen days, nor more than forty-five days prior to the transfer of the property.

ABSTRACT OF TITLE
TO
PARCEL OF LAND
WEST SIDE OF SOUTH MAIN STREET
SOUTH SIDE OF WEST AVENUE
CITY OF CANANDAIGUA
COUNTY OF ONTARIO

Maps:

ONTARIO COUNTY MAP NOS. 11099 AND 13367
1904 ONTARIO COUNTY ATLAS, PAGE 36

1. QUIT CLAIM DEED

Ann B. Irwin (f/k/a Ann Blair Brewster),
Cynthia B. Martin (f/k/a Cynthia Davis Brewster)
and Blair Meloy Brewster, as tenants in common, doing business as Brewster Vineyards

TO

Brewster Vineyards, LLC

Instrument Date: 11/14/1997
Acknowledged Date: 11/14/1997
Recorded Date: 11/26/1997
Instrument Location: Liber 987 of Deeds; Page 668

Consideration: \$ 1

See copy of this instrument at next page.

REST OF PAGE BLANK.

Brewster
Vineyards
LLC

EXCLUDES THE
PUBLIC SQUARE
BLOCK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS INDENTURE, made the 14th day of November, 1997. BETWEEN ANN B. IRWIN (f/k/a Ann Blair Brewster), CYNTHIA B. MARTIN (f/k/a Cynthia Davis Brewster) and BLAIR MELOY BREWSTER, as tenants in common, doing business as Brewster Vineyards with an address at 10 Chapin Street, Canandaigua, New York, grantor

and BREWSTER VINEYARDS, LLC, a New York limited liability company, having an office at 10 Chapin Street, Canandaigua, New York, grantee.

13129
NY 1997
Label on Corporation to Chapin St. Canandaigua
Atty. James MacFarlane

WITNESSETH, that the grantor, in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration paid by the grantee, does hereby remise, release and quitclaim unto the grantee, the heirs or successors and assigns of the grantee forever,

ALL THOSE TRACTS AND PARCELS OF LAND situate in the City of Canandaigua, Ontario County, New York as more particularly described on Schedule "A" attached hereto and made a part hereof.

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

SUBJECT to any and all covenants, easements and restrictions of record affecting the premises. BEING and hereby intending to convey the same premises conveyed to the William Billings Brewster, deceased and grantor by Deed dated December 30, 1976 and recorded in the Ontario County Clerk's Office on December 31, 1976 in Liber 761 of Deeds, at page 936.

Tax Map No.:
Tax Mailing Address: 10 Chapin Street, Canandaigua, New York 14424

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND this deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written. In presence of:

Ann B. Irwin L.S.
ANN B. IRWIN
Cynthia B. Martin L.S.
CYNTHIA B. MARTIN
Blair Meloy Brewster L.S.
BLAIR MELOY BREWSTER

ONTARIO COUNTY S.S.
Recorded on November 19 1997
at 3:50 P.M. in Book 987
of Deeds Page 668
and examined [Signature]
ROBERT F. MACK, County Clerk

001340
RECEIVED
\$ -0-
NOV 26 1997
REAL ESTATE
TRANSFER TAX
ONTARIO COUNTY

STATE OF NEW YORK, COUNTY OF Monroe ss.:

On the 14th day of November, 1997, before me personally came... ANN B. IRWIN, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

James C. Haefner
Notary Public

JAMES C. HAEFNER
Notary Public, State of New York
County of Monroe
Commission Expires August 7, 1999

STATE OF NEW YORK, COUNTY OF Monroe ss.:

On the 14th day of November, 1997, before me personally came CYNTHIA B. MARTIN, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

JAMES C. HAEFNER
Notary Public, State of New York
County of Monroe
Commission Expires August 7, 1999

James C. Haefner
Notary Public

STATE OF NEW YORK, COUNTY OF Wayne ss.:

On the 19th day of November, 1997, before me personally came BLAIR MELOY BREWSTER, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Dale A. Denoto
Notary Public

DALE A. DENOTO
Notary Public
State of New York, Wayne County
No. 438481 Exp: 7/5/99

SCHEDULE A

Parcel A

All that tract or parcel of land situate in the City of Canandaigua, County of Ontario and State of New York, and beginning at a point in the northerly line of Chapin Street, a distance of one hundred eleven and five-tenths (111.5) feet westerly measured along the northerly line of Chapin Street, from a point made by the intersection of the edges of the stone bases at the southeasterly corner of the "Hubbell Block", so-called, and said point of beginning is also the southwesterly corner of lands conveyed to Katherine B. Perago and Edwin C. Perago by Rochester Trust and Safe Deposit Company, executor under the last will and testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945, and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds, at page 130; thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the northerly line of Chapin Street a distance of one hundred eighty-eight; and eighty-five hundredths (188.85) feet to the southeasterly corner of lands conveyed by John J. Linder et al to Ellsworth S. Brown and wife by deed dated July 17, 1943, and recorded in Ontario County Clerk's Office in Liber 426 of Deeds, at page 174; thence north nineteen (19) degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred fourteen and ninety-hundredths (114.90) feet to the southwesterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 19, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds, page 131; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said Nicholson's lands and the southerly line of the "Public Square", so-called which was conveyed by Oliver Phelps and Nathaniel Gorham to the Supervisors of the County of Ontario by deed dated July 18, 1800 and recorded in the Ontario County Clerk's Office in Liber 7 of Deeds, at page 16, a distance of one hundred eighty-eight and eighty-eight one hundredths (188.88) feet to the northwesterly corner of said lands of Katherine B. Perago and Edwin C. Perago; thence south nineteen (19) degrees, thirty-four (34) minutes east along the westerly line of said Perago's lands a distance of one hundred twelve and eighty-nine hundredths (112.89) feet to the north line of Chapin Street and the point of beginning, and containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of a survey dated October 13, 1945, made by Charles J. Brown, Licensed Surveyor. Being the same property conveyed by Charles J. Briggs, trustee, etc to Lester Boyce by deed dated July 26, 1950 and recorded in the Ontario County Clerk's Office July 31, 1950 in Liber 495 of Deeds, at page 352, together with all right of way easements and subject to all right of way easements set forth in the deed from Spencarport Ordnance, Inc. to Velo-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 446 of Deeds, at page 270 and subject to the right of way from E.C. Brown Company and another to George T. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office June 12, 1947 in Liber 466 of Deeds, at page 573.

Schedule A
(Continued)

Parcel B

Also all that tract or parcel of land, situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the north by West Avenue; on the east by the west line of the Public Square; on the south by a public lane fifteen feet wide and on the west by a public lane leading from West Avenue to the first mentioned lane.

Being the same lands conveyed by George T. Thompson and wife to Geo. T. Thompson Sons, Inc. by deed dated February 7, 1940 and recorded in Ontario County Clerk's Office June 12, 1942 in Liber 410 of Deeds, page 397, together with the easements and rights of way over lands now or formerly of the E. C. Brown Company and Spencerport Ordnance, Inc. more particularly described in the conveyance from E. C. Brown Company and Spencerport Ordnance, Inc., to George T. Thompson Sons, Inc. dated May 28, 1947 and recorded in Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds, at page 373.

Parcel C

R
All that tract or parcel of land situate in the City of Canandaigua, County of Ontario and State of New York, and being a part of an original Lot No. One (1) west of Main Street and south of the Square and bounded and described as follows: Beginning at a point at the southwest corner of the Public Square, thence north nineteen (19) degrees thirty-four (34) minutes west along the west line of the Public Square a distance of forty-one and twenty hundredths (41.20) feet to the south line of a fifteen (15) foot lane; thence south seventy-one (71) degrees, twenty-nine (29) minutes and thirty (30) seconds west along the south line of said lane a distance of forty and twenty hundredths (40.20) feet to the northeast corner of lands conveyed by John J. Lindner, et al to Ellsworth S. Brown, et al by deed dated July 17, 1945 and recorded in Ontario County Clerk's Office in Liber 426 of Deeds, at page 174; thence south nineteen (19) degrees thirty-four (34) minutes east along the east line of said Brown's lands a distance of forty-one and forty-seven hundredths (41.47) feet to the northwest corner of lands now or formerly owned by Randolph V. Miller (Formerly Miller Corsets, Inc.); thence north seventy-one (71) degrees six hundredths (.06) minutes east along the north line of said Miller's land a distance of forty and twenty hundredths (40.20) feet to the point of beginning, and containing thirty-eight thousandths (0.038) acres, more or less.

Together with all right, title and interest of the grantor herein in and to the right to use in common with others a right of way fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right, title and interest of the grantor herein in and to a further right to use the right of way twelve and one half (12 1/2) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.

2. REFERENCE - WARRANTY DEED

Ray O. Nicholson

TO

"The E. C. Brown Company"

Instrument Date: 11/2/1945
Acknowledged Date: 11/2/1945
Recorded Date: 11/2/1945
Instrument Location: Liber 428 of Deeds; Page 175

Consideration: \$ 1
T.T. Stamp: \$ 4.95

See copy of this instrument at next page.

REST OF PAGE BLANK.

LIBER 428

tion of the same as blacksmith shop.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, as tenants by the entirety, and the survivor of them, and his or her distributees and assigns forever.

AND said George D. Winters, of the parties of the first part, covenants as follows:

FIRST. That the parties of the second part shall quietly enjoy the said premises;

SECOND. That said George D. Winters, of the parties of the first part, will forever WARRANT the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

George D. Winters (L.S.)

Myrtle C. Winters (L.S.)

STATE OF NEW YORK, County of Ontario, City of Canandaigua, SS:

On this 8th day of October, Nineteen Hundred and forty-five, before me, the subscriber, personally appeared George D. Winters and Myrtle C. Winters to me personally known and known to me to be the same persons described in and who executed the within instrument, and they severally and duly acknowledged to me that they executed the same.

Joseph W. Cribb, Notary Public.

A true copy of the original. Recorded 1 November, 1945 at 4:50 P. M., and examined.

Richard B. Bell Clerk

THIS INDENTURE, Made the 2nd day of November, Nineteen Hundred and Forty-five, Between RAY O. NICHOLSON, residing at No. 19 Niagara Street, in the City of Canandaigua, County of Ontario and State of New York, party of the first part, and

"THE B. C. BROWN COMPANY", a domestic corporation, having its principal office place of business located at 846 Maple Street, The City of Rochester, County of Monroe and State of New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the CITY OF CANANDAIGUA, County of Ontario and State of New York, and being a part of an original lot No. One (1) west of Main Street and south of the Square and bounded and described as follows:

Beginning at a point at the southwest corner of the Public Square, thence north nineteen (19) degrees, thirty-four (34) minutes west along the west line of the Public Square a distance of forty-one and twenty hundredths (41.20) feet to the south line of a fifteen (15) foot lane; thence south seventy-one (71) degrees, twenty-nine (29) minutes and thirty (30) seconds west along the south line of said lane a distance of forty and twenty hundredths (40.20) feet to the northeast corner of lands conveyed by John J. Lindner et al. to Ellsworth S. Brown et al, by deed dated July 17, 1945 and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence south nineteen (19) degrees thirty-four (34) minutes east along the east line of said Browns' lands a distance of forty-one and forty-seven hundredths (41.47) feet to the northwest corner of lands now owned by Randolph V. Miller (formerly Miller Carets, Inc.); thence north seventy-one (71) degrees six hundredths (.06) minutes east along the north line of said Miller's land a distance of forty-and twenty hundredths (40.20) feet to the point of begin-

LIBER 428

ing, and containing THIRTY-EIGHT THOUSANDTHS (0.038) ACRES more or less.

Together with all the right, title and interest of the first party in and to the right to use in common with others a right of way of fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right, title and interest of the first party in and to a further right to use the right of way twelve and one-half (12½) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.

And being the same lands conveyed by E. Raymond Church et al. to Ray O. Nicholson by deed dated April 13, 1944 and recorded the same day in Ontario County Clerk's Office in Liber 414 of Deeds at page 131.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said Ray O. Nicholson covenants as follows:

FIRST. That the party of the second part shall quietly enjoy the said premises;

SECOND. That said Ray O. Nicholson will forever WARRANT the title to said premises, excepting for the rights of way above mentioned.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

U.S. Stamp
\$4.95
Cancelled

Ray O. Nicholson

(L.S.)

STATE OF NEW YORK, County of Ontario, SS:

On this 2nd day of November Nineteen Hundred and Forty-five before me, the subscriber, personally appeared Ray O. Nicholson to me personally known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Samuel R. Levy, Notary Public.

A true copy of the original. Recorded 2 November, 1945 at 12:10 P. M., and examined.

See record Book 11 / 1944 in Liber 446 Deeds page 573. Clerk

~~THIS INDENTURE, Made the 22nd day of August, Nineteen Hundred and Forty-five, Between MARGARET L. RUBENSTEIN of the Village of Holcomb, Ontario County, New York, as Executor of the last Will and Testament of MAX RUBENSTEIN, late of Holcomb, New York, deceased, party of the first part, and~~

~~WILLIAM ROGERS and ALTA ROGERS, of the City of Canandaigua, Ontario County, New York, his wife, as tenants by the entirety, parties of the second part;~~

~~WITNESSETH, That the party of the first part, by virtue of the power and authority to her given in and by the said last Will and Testament, and in consideration of TWO HUNDRED DOLLARS, (\$200.00) 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 heirs and assigns and the heirs and assigns of the survivor forever,~~

~~"ALL THAT TRACT OR PARCEL OF LAND, situate in the CITY OF CANANDAIGUA, County of Ontario and State of New York, being the west one-half part of premises bounded and described as follows: Beginning at the center of an oak tree on the south side of Ft. Hill Avenue, formerly Mechanic Street, which marks the northeast corner of land now or formerly in the possession of William Saunders; running thence at right angles to said street about 25 rods to the north line of lands now or formerly belonging to the Howell Estate; thence running easterly on said Howell's line~~

3. REFERENCE - EASEMENT

The E. C. Brown Company

AND

Spencerport Ordnance, Inc.

AND

George T. Thompson Sons, Inc.

Instrument Date: 5/28/1947
Acknowledged Date: 6/7/1947
Recorded Date: 6/11/1947
Instrument Location: Liber 446 of Deeds; Page 573

See copy of this instrument at next page.

REST OF PAGE BLANK.

446 rec 570

RESIDENT

ARTICLES OF AGREEMENT, made and entered into by and between The E. C. Brown Company, a domestic corporation having its principal place of business at 845 Maple Street, Rochester, New York, hereinafter referred to as "Brown", Spencerport Ordnance, Inc., a domestic corporation having its principal place of business at Canandaigua, New York, hereinafter referred to as "Spencerport", parties of the first part, and George T. Thompson Jones, Inc., a domestic corporation having its principal place of business at Canandaigua, New York, hereinafter referred to as "Thompson", party of the second part.

IN CONSIDERATION of the sum of One (\$1) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

Spencerport hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a deed to Spencerport from Randolph V. Miller dated February 1, 1946 and recorded in Ontario County Clerk's Office in Liber 428 of Deeds at page 313, which said right of way is more particularly bounded and described as follows: The west line of said right of way begins in the north line of Chapin Street at a point Ten (10) feet easterly from the southwest corner of said premises and runs thence northerly and parallel to the west line of said premises to the north line of said premises, and the east line of said right of way begins in the north line of Chapin Street at a point Fifteen (15) feet easterly from the point of beginning of the west line of said

right of way and runs northerly and parallel to the west line of said right of way to the north line of said premises; being a right of way Fifteen (15) feet in width throughout from the south line of said premises to the north line of said premises, for all ordinary purposes of ingress and egress.

Brown hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a deed to Brown from Ray O. Nicholson, dated November 2, 1945 and recorded in Ontario County Clerk's Office in Liber 128 of Deeds at page 75, which said right of way shall be over and across all and every part of said premises and shall be for all ordinary purposes of ingress and egress.

Brown hereby grants and conveys to Thompson, its successors and assigns forever, an easement and right of way across the premises described in a certain agreement between Brown and the Board of Supervisors of Ontario County, New York, dated October 26, 1945 which said right of way is bounded and described as follows: The west line of said right of way begins at the southwest corner of said premises and runs thence northerly along the west line of said premises to the concrete wall of the railroad spur; the east line of said right of way begins at a point in the south line of said premises Forty (40) feet distant easterly from the southwest corner of said premises and runs northerly and parallel to the west line of said premises to the concrete wall of the railroad spur; and shall be for all ordinary purposes of ingress and egress.

Brown and Spencerport, respectively, covenant and agree to black-top each of the above described rights of way and, for their successors and assigns, each covenants and agrees to maintain and keep in repair each of the above described rights of way over its lands.

For its part, Thompson covenants and agrees to release, remit and quit-claim, and, by its certain indenture executed

concurrently herewith, has released, renitted and quit-claimed, to Brown its easement and right of way across certain premises in the City of Canandaigua, New York, occupied by Brown under and by virtue of an agreement with the Board of Supervisors of Ontario County, New York, dated October 26, 1945.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, and their respective corporate seals to be hereunto affixed this 28 day of May, 1947.

THE E. C. BROWN COMPANY

By Edwards
Pres.

SPENCERPORT ORDNANCE, INC.

By H. B. Bueloch
In.

GEORGE T. THOMPSON SONS, INC.

By Arthur C. Thompson
Pres.



1624 40 MAR 5 1947

STATE OF NEW YORK
COUNTY OF ONTARIO
CITY OF CANANDAIGUA

SS.:

On this 10th day of June, 1947, before me personally came Colin Brown, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York, and that he is President of the E. C. Brown Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Bertha Jean Hallam (Signer)

Bertha Jean Hallam (Signer)
Notary Public in the State of New York
Ontario County No. 019, N. Y.
Commission Expires March 21, 1949

STATE OF NEW YORK
COUNTY OF ONTARIO
CITY OF CANANDAIGUA

SS.:

On this 10th day of June, 1947, before me personally came Giles E. Bullock, to me known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York, and that he is Treasurer of Sponcorport Ordnance, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Bertha Jean Hallam (Signer)

Bertha Jean Hallam (Signer)
Notary Public in the State of New York
Ontario County No. 019, N. Y.
Commission Expires March 21, 1949

STATE OF NEW YORK
COUNTY OF ONTARIO SS.:
CITY OF CANANDAIGUA

On this 7th day of June, 1947, before me personally came Arthur E. Thompson, to me known, who, being by me duly sworn, did depose and say that he resides in Canandaigua, New York, and that he is President of George T. Thompson Sons, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

G. Bradley Anderson

G. BRADLEY ANDERSON
Notary Public in the State of New York
Ontario County No. 744, N. Y.
Commission Expires March 30, 1948

RECEIVED

229

THE E. C. BROWN COMPANY

and

SPENCE-PORT ORDINANCE, INC.

Grantors

to -

GEORGE T. THOMPSON SONS, INC.

Grantees

5/17/47

Dated: May 1947.

ONTARIO COUNTY, S. S.

recorded on the 11th day

of June, 1947 at 2 12

o'clock P.M., in Book 223

Page 11 at page 11 and

examined

Edw. M. Bell Clerk

CROUCHER AND ANDERSON

ATTORNEYS AT LAW

70 SOUTH MAIN STREET

CANANDAIGUA, NEW YORK

4. REFERENCE - MEMORANDUM OF EXT. AND AMENDMENT OF LEASE

Brewster Vineyards, LTD.
(successor in interest to
10 Chapin, Inc.)

AND

Labelon Corporation

Instrument Date: 12/7/1973
Acknowledged Date: 12/7/1973
Recorded Date: 12/14/1973
Instrument Location: Liber 733 of Deeds; Page 775

See copy of this instrument at next page.

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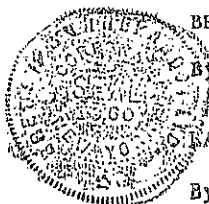
6325

MEMORANDUM OF EXTENSION AND AMENDMENT OF LEASE

THIS AGREEMENT is made the 7th day of December, 1973 by and between BREWSTER VINEYARDS, LTD. (successor in interest to 10 CHAPIN, INC.), a New York corporation having offices at 10 Chapin Street, Canandaigua, New York, hereinafter referred to as "Landlord," and LABELON CORPORATION, a New York corporation having offices at 10 Chapin Street, Canandaigua, New York, hereinafter referred to as "Tenant."

R E C I T A L S :

1. On July 1, 1967, 10 CHAPIN, INC. and Tenant entered into a written Lease for a term of five (5) years and three (3) months commencing July 1, 1967 and terminating September 30, 1972.
2. The premises covered by said Lease are known as 10 Chapin Street, Canandaigua, New York.
3. Landlord and Tenant hereby agree that the term of the Lease shall be extended for a period of five (5) years commencing October 1, 1972 and terminating September 30, 1977.
4. Landlord and Tenant further agree that Tenant shall have an option to renew the Lease for a term of five (5) years commencing October 1, 1977 and terminating September 30, 1982 upon the same terms and conditions as contained in the Lease as extended and amended, except that the rental shall be renegotiated. Tenant's option to renew will expire automatically if not exercised by written notice to Landlord not less than sixty (60) days prior to the expiration of the term of the Lease as extended.



BREWSTER VINEYARDS, LTD.

By: E. Billings Brewster
E. Billings Brewster, President

LABELON CORPORATION

By: Richard O. Dill
Richard O. Dill, Vice President

LIBER 733 PAGE 775

STATE OF NEW YORK)
COUNTY OF (Ontario) SS:

On this 7th day of December, 1973, before me, the subscriber, personally appeared E. BILLINGS BREWSTER, to me known, who, being duly sworn did depose and say that he resides in Rochester, New York, and is President of BREWSTER VINEYARDS, LTD., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Handwritten signature]

STATE OF NEW YORK)
COUNTY OF (Ontario) SS:

On this 7th day of December, 1973, before me, the subscriber, personally appeared RICHARD O. DILL, to me known, who, being duly sworn, did depose and say that he resides in New York, and is Vice President of LABELON CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



[Handwritten signature]

KURT J. BAUM
Notary Public in the State of New York
ONTARIO COUNTY, N. Y.
Commission Expires 12/31/77

Ontario County, N. Y.
recorded on the 14 day of DEC. 1973
at 2:35 o'clock P.M. in Book 733
of DEEDS at page 775 and
examined *[Signature]*

Subordination of Lease recorded 9 Jan. 1985 in Liber 835 Deeds, page 1109.

5. MORTGAGE AND SECURITY AGREEMENT

Brewster Vineyards, LLC

TO

Congress Financial Corporation (New England)
One Post Office Square
Boston, Massachusetts 02109

Instrument Date: 5/25/2000
Acknowledged Date: 5/25/2000
Recorded Date: 6/1/2000
Instrument Location: Liber 1166 of Mortgages; Page 94

Amount: \$ 420,000.00

Covers Same Premises As Described At Number 1.

Together with and subject to same right of way easements, etc.

Together with same right, title and interest in and to a right of way 15 feet wide.

6. ASSIGNMENT OF LEASES AND RENTS

Brewster Vineyards, LLC

TO

Congress Financial Corporation (New England)
One Post Office Square, Suite 3600
Boston, MA 02109

Instrument Date: 5/31/2000
Acknowledged Date: 5/31/2000
Recorded Date: 6/6/2000
Instrument Location: Liber 1036 of Deeds; Page 110

The party of the first part hereby sells, grants, transfers, conveys, sets over and assigns to the party of the second part the entire party of the first parts' right, title and interest in, to and under the following:

(a) that certain Lease between the party of the first part and Labelon dated July 1, 1990 with respect to all or a portion of the real property located at 10 Chapin Street, Canandaigua, New York together with a Amendment No. 1 to Real Property Lease between the party of the first part and Labelon dated December 8, 1995 and Amendment No. 2 to Real Property Lease between the party of the first part and Labelon dated October 11, 1999.

(b) all rents, earnings, issues, income and profits arising from the Chapin Lease and any renewals or extensions thereof, etc.

"See Instrument"

7. COLLATERAL SECURITY MORTGAGE

Brewster Vineyards, LLC

TO

Congress Financial Corporation (New England)

Instrument Date: 7/2/2002
Acknowledged Date: 7/2/2002
Recorded Date: 7/3/2002
Instrument Location: Liber 1355 of Mortgages; Page 685

Amount: \$ 255,000.00

Conveys same premises described in Liber 641 page 155. And premises described at No. 1.

Together with and subject to same right of way easements, ets.

Together with same right, title and interest in and to same right of way 15 feet wide.

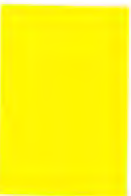
8. BANKRUPTCY

Labelon Corporation
4339 State Route 21 North
Canandaigua, Ontario County

Filed Date: 7/3/2002
Case No.: BK002-22582
Chapter: 11

RC
Co
#11

excludes
EC Brown
parcel



ABSTRACT CERTIFICATE

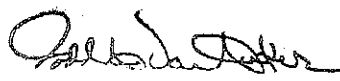
MONROE TITLE INSURANCE CORPORATION, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at Set-Out(s) No(s). 1 immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched (1) the City Tax Certificates, Common Charge Liens, Criminal Surety Bond, Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Lis Pendens, Mechanics Liens (1 year), Mortgages (including Assignments), Orders Appointing Receivers, Public Welfare Liens, Sheriff's Certificates, indices maintained in the County Clerk's Office and (2) the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in this Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date 11/14/1997 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located.
4. It found the matters set forth in the Abstract at Set-Outs 1 through 8; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgements, liens, notices of pendency or encumbrances recorded or filed prior to, or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, of Monroe Title Insurance Corporation has caused this Certificate to be signed by its Authorized Officer this 25th day of February, 2003 at 8:29 o'clock AM.

MONROE TITLE INSURANCE CORPORATION

By



Authorized Officer

Order Number: 225975
Certificate Number: 3359;7976;7977;/Stub-1

Abstracted by: John Crane

9. REFERENCE QUIT CLAIM DEED

Howard J. Samuels

TO

10 Chapin, Inc.

Instrument Date: 12/16/1960
Acknowledged Date: 12/16/1960
Recorded Date: 12/20/1960
Instrument Location: Liber 641 of Deeds; Page 155

Conveys with other land.

And all that tract or parcel of land beginning at a southerly line of the "Public Square," so called, where it is intersected by the east line of the stone base on the east side of the Hubbell Block, and which point of beginning is also a point in the west line of Main Street at the northeasterly corner of lands conveyed to Katherine B. Perego and Edwin C. Perego by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945 and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south $71^{\circ} 6'$ west along the northerly line of said Perego's lands and lands of Randolph V. Miller, a distance of two hundred sixty-one and twenty-eight hundredths (261.28) feet to the southwesterly corner of the Public Square and being also the southeasterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north $19^{\circ} 34'$ west along the easterly line of said Nicholson's lands and crossing a lane fifteen (15) feet wide and continuing along the easterly line of a part of lands conveyed by George T. Thompson to George T. Thompson Sons, Inc. by deed dated February 7, 1940 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 397, a distance of about one hundred twenty-nine (129) feet to a point which is ten (10) feet southerly from the center line of a spur or switch running to the lands of George T. Thompson Sons Inc., thence easterly on a curved line parallel to and ten (10) feet south of the center line of the said spur or switch to a point which is ten (10) feet southerly from a point made by the intersection of the center line of said spur or switch with the center line of the southerly main track of the New York Central Railroad Company; thence continuing easterly on a curved line ten (10) feet south of and parallel to the center line of said southerly main track for an overall or total distance of about two hundred seventy-six (276) feet to a point in the west line of Main Street produced northerly and which is also the continuation of the east line of the stone base on the east side of the "Hubbell Block," so called, now owned by Katherine B. Perego and Edwin C. Perego, thence south $19^{\circ} 0'$ east a distance of about forty-six (46) feet to the place of beginning, and containing four hundred fifty-seven thousandths (0.457) acres, more or less, according to a map or survey made by Charles J. Brown, licensed surveyor.

It being intended to convey a portion of the southwest corner of the lands now owned by the County of Ontario having been deeded to the Supervisors of the County of Ontario by Oiver Phelps and Nathaniel Gorham by deed dated July 18, 1800 and recorded in Ontario County Clerk's Office in Liber 7 of Deeds at page 16.

U.S. Stamps for \$27.50 affixed and cancelled.

10. LIS PENDENS

Congress Financial Corporation

VS

Brewster Vineyards LLC
Labelon Corporation

Instrument Date: 5/19/2003
Filed Date: 5/20/2003
Instrument Location: Liber 38 of Lis Pendens; Page 137

Case No.: 93327
Court: Ontario County Supreme Court

Action commenced to foreclose mortgage at No. 7.

Summons and Complaint filed herewith.

Affidavit of Service filed on 7/2/2003 shows service on Brewster Vineyards, LLC by service on the Secretary of State of New York on June 4, 2003 in Albany NY; Affidavit of Service filed on July 2, 2003 shows Service on People of the State of NY Dept. of Taxation and Finance on 5/23/2003 at 340 East Main St. Rochester, NY; Affidavit of Service filed on Labelon Corporation on 5/27/2003 at 135 Caversham Woods Pittsford, NY.

Judgment of Foreclosure and Sale filed on 8/10/2004 orders sale of premises at No. 7 and appoints John Tyo Esq. as Referee to make said sale.

Referee's Report of Sale filed 12/2/2004.

11. REFEREE'S DEED

Brewster Vineyards, LLC by
John Tyo, Esq. as Referee

TO

ICM Properties, LLC

Instrument Date: 9/30/2004
Acknowledged Date: 9/30/2004
Recorded Date: 11/23/2004
Instrument Location: Liber 1131 of Deeds; Page 436

Consideration: \$56,000.00
T.T. Stamp: \$ 224.00

Conveys same as No 7.

Together with and subject to all easements and rights-of-way.

12. MEMORANDUM OF LEASE

ICM Properties, LLC

TO

EM 2, LLC

Instrument Date: 2/15/2005
Acknowledged Date: 2/15/2005
Recorded Date: 2/17/2005
Instrument Location: Liber 1136 of Deeds; Page 44

See attached instrument.

*No changes
1/18/10*

Ontario

ONTARIO COUNTY CLERK'S OFFICE
CLERK'S RECORDING PAGE



This Document has been recorded
This is NOT a bill

Return To:

JOHN R KENNEDY ESQ
66 N MAIN ST
CANANDAIGUA NY 14424

ICM PROPERTIES LLC
EM 2 LLC

Index DEED BOOK
Book 01136 Page 0044
No. Pages 0006
Instrument MEMORANDUM
Date : 2/17/2005
Time : 12:30:07
Control # 200502170085
IN # IN 2005 001946
T/T # TX 2005 002427
Employee ID COUNTER2

*Please review at time
of Recording*

RECORDING	\$	24.00
RECORDING	\$	2.00
SURCHARGE	\$	4.75
SURCHARGE	\$	14.25
TP-584	\$	5.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	50.00

STATE OF NEW YORK
ONTARIO COUNTY CLERK'S OFFICE

THIS SHEET CONSTITUTES THE CLERK'S ENDORSE-
MENT REQUIRED BY SECTION 316-A (5) AND
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. ** DO NOT DETACH **

JOHN H. COOLEY
COUNTY CLERK



3
2005
02

MEMORANDUM OF
REAL ESTATE LEASE AND PURCHASE/SALE AGREEMENT

NAME AND ADDRESS OF BUYER: EM 2, LLC
67 Gorham Street
Canandaigua, New York 14424

NAME AND ADDRESS OF SELLER: ICM Properties, LLC
550 Bernard Street
Rochester, New York 14621

DATE OF AGREEMENT: February 15, 2005

DESCRIPTION OF PROPERTY: Approximately 0.038 acres of real property situate at 10 Chapin Street in the City of Canandaigua, County of Ontario, State of New York, as more fully described on Schedule A attached hereto and made a part hereof.

TIME FIXED BY AGREEMENT TO CLOSE: On or after November 24, 2005.

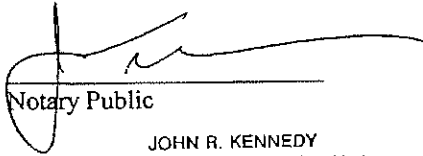
IN WITNESS WHEREOF, the parties having executed this Memorandum of Real Estate Lease and Purchase/Sale Agreement the 15th day of February, 2005.

BUYER: EM 2, LLC
By: Gary Ennis
Gary Ennis, Managing Member

SELLER: ICM Properties, LLC
By: Greg Stahl
Greg Stahl, Managing Member

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.

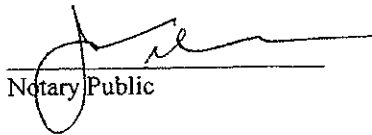
On the 15th day of February in the year two thousand five before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Ennis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument 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

JOHN R. KENNEDY
Notary Public, State of New York
Ontario County No. 7232625
My Commission Expires June 30, 2006

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.

On the 15th day of February in the year two thousand five before me, the undersigned, a Notary Public in and for said State, personally appeared Greg Stahl, 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

JOHN R. KENNEDY
Notary Public, State of New York
Ontario County No. 7232625
My Commission Expires June 30, 2006

R/R
John R. Kennedy, Notary
66 N. Main St.
Catskill, NY
14424

Ontario County

SCHEDULE "A"

ALL THAT TRACT OR PARCELS OF LAND situated in the City of Canastota, Ontario County, New York, bounded and described as follows:

BEGINNING AT A POINT IN THE SOUTHERLY line of the "Public Square," so-called, where it is intersected by the east line of the street base on the east side of the "Hubbell Block," and which point of beginning is also a point in the west line of Main Street at the southeasterly corner of lands conveyed to Katherine S. Farago and Edwin C. Farago by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart S. Hubbell, deceased, by deed dated February 24, 1941, and recorded in the Ontario County Clerk's Office in Liber 427 of Deeds at page 130; thence south 1/4° 21' west along the northerly line of said Farago's lands and lots a distance of 121.23 feet to the southeasterly corner of the Public Square bounded by (261.23) the southeasterly corner of lands conveyed by K. Raymond Clark, et al., to Ray S. Nicholas by deed dated April 13, 1944, and recorded in Ontario County Clerk's Office in Liber 418 of Deeds at page 131, thence north 79° 59' west along the southerly line of said Nicholas's lands and creating a line fifteen (15) feet wide and continuing along the southerly line of lands conveyed by George T. Thompson to George T. Thompson Trust Inc. by deed dated February 7, 1940, and recorded in Ontario County Clerk's Office in Liber 418 of Deeds at page 137, a distance of about one hundred twenty-five (125) feet to a point which is ten (10) feet southerly from the center line of a spur or switch running to the lands of the said George T. Thompson Trust Inc., thence southerly on a curved line parallel to and ten (10) feet south of the center line of the said spur or switch to a point which is ten (10) feet southerly from a point made by the intersection of the southerly line of the New York Central Railroad Company's tracks containing roadway on a curved line ten (10) feet south of and parallel to the center line of said southerly main track for an overall or total distance of about two hundred seventy-six (276) feet to a point in the east line of Main Street of the stone base on the east side of the "Hubbell Block," so-called, now owned by Katherine S. Farago and Edwin C. Farago, thence south 1/4° 21' east a distance of about forty-six (46) feet to the place of beginning.

Also, ALL THAT TRACT OR PARCELS OF LAND, situated in the City of Canastota, Ontario County, New York, and beginning at a point in the northerly line of Chapin Street, a distance of one hundred eleven and five-tenths (111.5) feet westerly measured along the northerly line of Chapin Street, from a point made by the intersection of the edge of the stone base at the southeasterly corner of the "Hubbell Block," so-called, and said point of beginning is also the southeasterly corner of lands conveyed to Katherine S. Farago and Edwin C. Farago by Rochester Trust and Safe Deposit Company, executor under the last will and Testament of Stewart S. Hubbell, deceased, by deed dated February 24, 1941, and recorded in the Ontario County Clerk's Office in Liber 427 of

84.09-2-23

CLERK OF THE COUNTY OF ONTARIO

Deeds at page 130) thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the easterly line of Chapin Street a distance of one hundred eighty-eight and eight-tenths (188.8) feet to the southeast corner of lands conveyed by John S. Lindet et al to Edward S. Brown and wife by deed dated July 17, 1915, and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence north sixteen (16) degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred and thirty-two hundredths (132.20) feet to the southwest corner of lands conveyed by T. Raymond Church, et al, to Guy O. Nicholson by deed dated April 11, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 111; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said Nicholson's lands and the southerly line of the "Public Square", as called which was conveyed by Oliver Phelps and Nathaniel Gann to the Supervisors of the County of Ontario by deed dated July 19, 1850 and recorded in the Ontario County Clerk's Office in Liber 3 of Deeds at page 14, a distance of one hundred eighty-eight and eighty-eight one hundredths (188.88) feet to the northwesterly corner of said lands of Catherine S. Parago and Edwin C. Parago; thence south sixteen (16) degrees, thirty-four (34) minutes east along the westerly line of said Parago's lands a distance of one hundred twelve and eighty-nine hundredths (112.89) feet to the north line of Chapin Street and the point of beginning. And containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of a survey dated October 13, 1915 made by Charles J. Brown, Licensed Surveyor. Sundry the same property conveyed by Charles J. Briggs, Trustee, et al, to Lester Purdy by deed dated July 24, 1919 and recorded in the Ontario County Clerk's Office July 31, 1919 in Liber 425 of Deeds at page 257, together with all right of way easements and subject to all right of way easements set forth in the deed from Spangnorp-Orlando, Inc. to Vale-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 446 of Deeds at page 278 and subject to the right of way from E. C. Brown Company and another to George T. Chapman, et al, recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 271.

ALSO ALL THAT TRACT OR PARCELS OF LAND, situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the south by West Avenue, on the east by the west line of the Public Square, on the south by a public lane fifteen feet wide and on the west by a public lane leading from West Avenue to the first mentioned lane.

11-10-1945

Also, all that tract or parcel of land, situate in the City of
 Canandaigua, County of Ontario and State of New York, and being a
 part of an original lot No. 624 1/2 west of Main Street and being a
 part of the square and bounded and described as follows: Beginning at
 a point at the southwest corner of the Public Square, thence
 north sixteen (16) degrees thirty-four (34) minutes west along
 the west line of the Public Square a distance of forty-one and
 twenty hundredths (41.22) feet to the south line of a fifteen
 (15) foot lane; thence south seventy-one (71) degrees, twenty-
 nine (29) minutes and thirty (30) seconds west along the north
 line of said lane a distance of forty and twenty hundredths
 (40.20) feet to the northeast corner of land conveyed by John J.
 Zidner, et al. to Elizabeth A. Brown, et al. by deed dated July
 17, 1945 and recorded in Ontario County Clerk's Office in Liber
 117 of Deeds at Page 174; thence south sixteen (16) degrees
 thirty-four (34) minutes east along the east line of said Brown's
 land a distance of forty-one and forty-seven hundredths (41.47)
 feet to the southwest corner of land now or formerly owned by
 Randolph W. Miller (formerly Miller Corbett, Inc.); thence north
 seventy-one (71) degrees six hundredths (.06) minutes east along
 the north line of said Miller's land a distance of forty and
 twenty hundredths (40.20) feet to the point of beginning, and
 containing thirty-eight thousandths (0.038) acres, more or less.

TOGETHER with all right, title and interest of the grantor
 herein and to the right to use in common with others a right
 of way fifteen (15) feet wide running westerly from the Public
 Square and northerly to West Avenue, and also conveying all the
 right, title and interest of the grantor herein in, and to a
 further right to use the right of way twelve and one half (12
 1/2) feet wide running south to Chapin Street at the westerly end
 of the first above mentioned right of way.

13. WARRANTY DEEDS

ICM Properties, LLC
TO
EM 2, LLC
(second party not certified)

Instrument Date: 02-07-2007
Acknowledged Date: 02-07-2007
Record Date: 2-7-2007 *Time:* 03:29 PM
Instrument Location: Liber 1179 of Deeds; Page 213

Conveys same premises as No. 1 & 9.

14. MORTGAGE

EM 2, LLC
TO
ICM Properties LLC

000
1/18/10

Instrument Date: 02-07-2007
Acknowledged Date: 02-07-2007
Record Date: 2-7-2007 *Time:* 03:29 PM
Instrument Location: Liber 1897 of Mortgages; Page 848
Amount: \$320,000.00

Conveys same premises described at Nos. 1 and 9.

***** END OF PAGE *****

ABSTRACT CERTIFICATE

MONROE TITLE INSURANCE CORPORATION, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at Set-Out(s) No(s). November 26, 1997 for premises at No. 9; February 25, 2003 for premises at No. 1 immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched (1) the City Tax Certificates Common Charge Liens Criminal Surety Bond Deeds Federal Tax Liens (10 Years) Financing Statements (up to 5 years) Individually Surety Bond Judgments (10 Years) Lis Pendens Mechanics Lien (1 Year) Mortgages (including Assignments) Orders Appointing Receivers Public Welfare Liens Sheriff's Certificates indices maintained in the County Clerk's Office and (2) the Surrogate's indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in this Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located.
4. It found the matters set forth in the Abstract at Set-Outs 9 through 12; said matters are correctly set forth therein; and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgements, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, MONROE TITLE INSURANCE CORPORATION has caused this Certificate to be signed by its Authorized Officer this 1st day of March, 2006 at 8:29 o'clock AM.

MONROE TITLE INSURANCE CORPORATION

By Peter E. Bryant
Authorized Officer

Order Number: 232643
Certificate Number: 3359;7976;7977/Stub-1

Abstracted by: V Klindt

ABSTRACT CERTIFICATE CONTINUATION

ABSTRACT CERTIFICATE NO. 3359;7976;7977/Stub-1 continued in accordance with its terms for the premises described at the last Set-Out 1 & 9 preceding this Continuation (the "Subject Premises") and the matter set forth in the Abstract at Set-Out 13 through 14 added. Certificate redated 7th day of February, 2007 at 3:29 o'clock P.M., and reissued.

MONROE TITLE INSURANCE CORPORATION

By Peter E. Bryant
Authorized Officer

Order number: 232643

Certificate number: 3359;7976;7977/Stub-1

ABSTRACT CERTIFICATE

MONROE TITLE INSURANCE CORPORATION, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at Set-Outs 1 and 9 immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the City Tax Certificates, Common Charge Liens, Criminal Surety Bond, Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Lis Pendens, Mechanics Liens (1 year), Mortgages (including Assignments), Orders Appointing Receivers, Public Welfare Liens, Sheriff's Certificates indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date 2-7-2007 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
4. It found there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, MONROE TITLE INSURANCE CORPORATION has caused this Certificate to be signed by its Authorized Officer this 24th day of June, 2008 at 8:29 o'clock A.M.

MONROE TITLE INSURANCE CORPORATION
By Peter E. Bryant
Authorized Officer

MONROE TITLE INSURANCE CORPORATION
PRIVACY POLICY NOTICE
(07/01/01)

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monroe Title Insurance Corporation.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you such as on applications or other forms and our website.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers of former customers to our affiliates or to nonaffiliated third parties as permitted by law for a variety of purposes including:

- * To assist us in providing service and account maintenance.
- * To help us design and improve products.
- * To offer products and services that may be of interest to you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.
- * To third party service providers that perform services for us in the processing or servicing of your transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THIS NOTICE IS ADDITIONALLY PROVIDED ON BEHALF OF THE FOLLOWING COMPANIES IN WHICH MONROE TITLE INSURANCE CORPORATION HAS A CONTROLLING INTEREST: MONROE-ALLEGANY TITLE AGENCY, INC.; MONROE-GENESEE COUNTRY TITLE AGENCY, LLC; MONROE-GORMAN TITLE AGENCY, LLC; MONROE-MADISON TITLE AGENCY, LLC; MONROE-TOMPKINS-WATKINS TITLE AGENCY, LLC AND WYOMING ABSTRACT CO. (DIV. OF MONROE TITLE INSURANCE CORPORATION).

5/23/01

2050-299450

ABSTRACT OF TITLE

-TO-

PARCEL OF LAND

10 CHAPIN STREET

CITY OF CANANDAIGUA

ONTARIO COUNTY

TAX ACCOUNT NO. 84.09-2-23



*First American
Title Insurance Company*

1. EM2, LLC Mortgage to Secure \$302,000.00

Dated: February 7, 2007

-TO-

Ack.: February 7, 2007

Rec.: February 7, 2007

ICM Properties, LLC

Liber 1897 of Mortgages, Page 848

Covers all that tract or parcel of land situate in the City of Canandaigua, Ontario County, New York, bounded and described as follows:

9/10
1/8/10

Beginning at a point in the southerly line of the "Public Square," so called, where it is intersected by the east line of the stone base on the east side of the Hubbell Block, and which point of beginning is also a point in the west line of Main Street at the northeasterly corner of land conveyed to Katherine S. Perego and Edwin O. Perego by Rochester Trust and Safe Deposit Company, Executor under the Last Will and Testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945 and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south 71° 6' west along the northerly line of said Perego's lands and lands of Randolph V. Miller, a distance of two hundred sixty-one and twenty-eight hundredths (261.28) feet to the southwesterly corner of the Public Square and being also the southeasterly corner of lands conveyed by E. Raymond Church, et al, to Bay O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north 19° 34' West along the easterly line of said Nicholson's lands and crossing a lane fifteen (15) feet wide and continuing along the easterly line of lands conveyed by George T. Thompson to George T. Thompson Sons Inc. by deed dated February 7, 1940 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 397, a distance of about one hundred twenty-nine (129) feet to a point which is ten (10) feet southerly from the center line of a spur or switch running to the lands of the said George T. Thompson Son Inc., thence easterly on a curved line parallel to and ten (10) feet south of the center line of the said spur or switch to a point which is ten (10) feet southerly from a point made by the intersection of the center line of said spur or switch with the center line of the southerly main track of the New York Central Railroad Company; thence continuing easterly on a curved line ten (10) feet south of and parallel to the center line of said southerly main track for an overall or total distance of about two hundred seventy-six (276) feet to a point in the west line of Main Street produced northerly and which is also the continuation of the east line of the stone base on the east side of the "Hubbell Block," so-called, now owned by Katherine B. Perego and Edwin C. Perego, thence south 19° 0' east side a distance of about forty-six (46) feet to the place of beginning.

Also, all that tract or parcel of land, situate in the City of Canandaigua, Ontario County, New York, and beginning at a point in the northerly line of Chapin Street, a distance of one hundred eleven and five-tenths (111.5) feet westerly measured along the northerly line of Chapin Street, from a point made by the intersection of the edges of the stone bases at the southeasterly corner of the "Hubbell Block", so-called, and said point of beginning is also the southwesterly corner of lands conveyed to Katherine B. Perego and Edwin C. Perego by Rochester Trust and Safe Deposit Company, executor under the last will and testament of Stewart B. Hubbell, deceased, by deed dated February 24, 1945, and recorded in the Ontario County Clerk's Office in Liber 423 of Deeds at page 130; thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the northerly line of Chapin Street a distance of one hundred eighty-eight and eighty-five hundredths (188.85) feet to the southeasterly corner of lands conveyed by John J. Linder et al to Ellsworth S. Brown and wife by deed dated July 17, 1945, and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence north nineteen (19), degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred fourteen and ninety-hundredths (114.90) feet to the southwesterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said



First American
Title Insurance Company

Nicholson's lands and the southerly line of the "Public Square", so called which was conveyed by Oliver Phelps and Nathaniel Gorham to the Supervisors of the County of Ontario by deed dated July 18, 1800 and recorded in the Ontario County Clerk's Office in Liber 7 of Deeds at page 15, a distance of one hundred eighty-eight and eighty-eight one hundredths (188.88) feet to the northwesterly corner of said lands of Katherine B. Perego and Edwin O. Perego; thence south nineteen (19) degrees, thirty-four (34) minutes east along the westerly line of said Perego's lands a distance of one hundred twelve and eighty-nine hundredths (112.89) feet to the north line of Chapin Street and the point of beginning, and containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of a survey dated October 13, 1945, made by Charles J. Brown, licensed Surveyor. Being the same property conveyed by Charles J. Briggs, trustee, etc. to Lester Boyee by deed dated July 26, 1950 and recorded in the Ontario County Clerk's Office July 31, 1950 in Liber 485 of Deeds at page 357, together with all right of way easements and subject to all right of way easements set forth in the deed from Spencerport Ordinance, Inc. to Velo-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 448 of Deeds at page 270 and subject to the right of way from B. C. Brown Company and another to George T. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 573.

Also all that tract or parcel of land, situate in the City of Canandaigua, County of Ontario and State of New York, bounded on the north by West Avenues on the east by the west line of the Public Square; on the south by a public lane fifteen feet wide and on the west by a public lane lending from West Avenue to the first mentioned lane.

Also, all that tract or parcel of land, situate in the City of Canandaigua, County of Ontario and State of New York, and being a part of an original Lot No. One (1) west of Main Street and south of the Square and bounded and described as follows: Beginning at a point at the southwest corner of the Public Square, thence north nineteen (19) degrees thirty-four (34) minutes west along the west line of the Public Square a distance of forty-one and twenty hundredths (41.20) feet to the south line of a fifteen (15) foot lane; thence south seventy-one (71) degrees, twenty-nine (29) minutes and thirty (30) seconds west along the south line of said lane a distance of forty and twenty hundredth (40.20) feet to the northeast corner of lands conveyed by John J. Linder, et al. to Ellsworth S. Brown, et al. by deed dated July 17, 1945 and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence south nineteen (19) degrees thirty-four (34) minutes east along the east line of said Brown's lands a distance of forty-one and forty-seven hundredths (41.47) feet to the northwest corner of lands now of formerly owned by Randolph V. Miller (formerly Miller Corsets, Inc.); thence north seventy-one (71) degrees six hundredths (.06) minutes east along the north line of said Miller's Land a distance of forty and twenty hundredths (40.20) feet to the point of beginning, and containing thirty-eight thousandths (0.038) acres, more or less.

Together with all right, title and interest of the grantor herein in and to the right to use in common with others a right of way fifteen (15) feet wide running westerly from the Public Square and northerly to West Avenue, and also conveying all the right, title and interest of the grantor herein in and to a further right to use the right of way twelve and one half (12 1/2) feet wide running south to Chapin Street at the westerly end of the first above mentioned right of way.



*First American
Title Insurance Company*

2. EM2, LLC

Warranty Deed

-TO-

Dated: April 3, 2008

Ack.: April 3, 2008

Rec.: April 2, 2009

ICM Properties, LLC

Liber 1224 of Deeds, Page 458

Conveys same as No. 1.

Contains Lien Fund Clause.

Revenue stamps for \$ 0.00 affixed.

Subject
Deed



*First American
Title Insurance Company*

FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, a Corporation duly established under the Laws of the State of New York, in consideration of one or more dollars to it in hand paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises hereinafter referred to or described that it has examined the Grantor or Mortgagor Indexes to the Records in the office of the Clerk of the County of **Ontario** in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof, Mortgages, Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Funds, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket and Index of Incompetencies, and also the indexes to estates in the office of the Surrogate of said County, against the names of the parties appearing in the foregoing Abstract of Title as owning or having an interest in the premises hereinafter described, during the record period of such ownership respectively from and including the date **February 7, 2007** to the date hereof.

And that it finds the items set forth in the foregoing Abstract of Title, and nothing more, and that said items are correctly set forth, and that there is nothing in said indexes which appears to affect the premises or any part thereof, described in Liber **1879** of **Mortgages** at page **848** in said Clerk's Office, set forth in said Abstract of Title in No. **1** on the margin hereafter (except liens of incumbrances correctly discharged of record.)

2 NUMBERS

And **FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK** further Certifies that no judgment appears upon the docket books to have been docketed during the last 10 years, and no Collector's Bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Federal Tax Lien filed and indexed during the last ten years and 1 month, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, in said Clerk's Office, against any of the persons who appears from the foregoing Abstract of Title to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; that the items set forth in the foregoing Abstract of title, including those taken from the records and files of the Office of the Surrogate of **Ontario** County, are correctly abstracted.

In Witness Whereof, the Corporation has caused these presents to be signed by its duly Authorized Officer, this **8th** day of **January, 2010** at **8:59 AM**.

File No.: **2050-299450**
Abstracted By: **M. Knox/ITI**

**FIRST AMERICAN TITLE INSURANCE
COMPANY OF NEW YORK**

Steven M. Napolitano

By: _____
Authorized Officer

TITLE INSURED
FIRST AMERICAN TITLE INSURANCE
COMPANY OF NEW YORK
PUBLIC ABSTRACT CORR AGENTS

POLICY NO. _____
TITLE NO. 3050-800389



*First American
Title Insurance Company*

Attachment 2

457-2019
8/11/19

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this “Agreement”), dated as of the 1 day of AUGUST, 2019, is made and entered into by and between:

COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York and having its principal office at 20 Ontario Street, Canandaigua, New York 14424 (the “County”); and

2240 NORTH FOREST ROAD, LLC a limited liability company organized under the laws of the State of New York, having an office at 500 Seneca Street, Suite 508, Buffalo, New York 14204. The County and 2240 North Forest Road, LLC are sometimes referenced to in this Agreement individually as a “party” or collectively as the “parties.”

WHEREAS, 2240 North Forest Road, LLC (“Owner”) is the reputed title owner to property located at 10 Chapin Street, Canandaigua, New York 14424 (“Site”), which has been admitted into the Brownfield Cleanup Program (“BCP”) as the Former Labelon Corp. Facility, Site No. C835016; and

WHEREAS, the Owner and Canandaigua Crossroads, LLC are considered volunteers for the Site under the BCP and are responsible for its remediation.; and

WHEREAS, on May 7, 2018, the New York State Department of Environmental Conservation (“NYSDEC”) approved a Remedial Action Work Plan, dated March 21, 2018 (“Work Plan”), and issued a Decision Document, dated December 2017, detailing the remediation to be completed at the Site (“Site Remediation”); and

WHEREAS, in the process of preparing the required Environmental Easement for the Site, a possible title defect came to light, revealing that the County has a claim to a portion of the Site (“Property”), as shown on the map appended as Attachment “A” to this Agreement; and

WHEREAS, this Agreement does not address the ownership of the Property, but is made in case the County is the owner of the Property; and

WHEREAS, the County has no intention of taking any action that would violate any of the applicable restrictions in the deeds for the Property; and

WHEREAS, a portion of the Site Remediation must be performed on the Property (“Work”), which includes all activities undertaken to investigate and remediate environmental contamination in accordance with the BCP; and

WHEREAS, in an effort to continue the Site Remediation as scheduled, the parties wish to formalize this Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements and covenants set forth herein, the County and Owner hereby covenant and agree as follows:

I. COVENANTS

1. Provided the County owns the Property, the County grants the Owner and its employees, consultants, contractors, subcontractors and agents (collectively, the “Licensees”), in so far as the same may be done consistently with any applicable reservations and conditions subsequent in the Deed recorded at Liber 7 of Deeds Page 16, a temporary license for access to the Property to undertake the Work, which shall expire on December 31, 2019 or until Owner has secured a Certificate of Completion, issued by NYSDEC, whichever is later.
2. Owner shall abide, and cause the other Licensees to abide, by the following requirements for the Work:
 - a. provide reasonable (which shall in no event be less than five (5) days) prior written notice of the proposed time and schedule of Work activities to the County, in accordance with Section II, paragraph 4 below;
 - b. prior to accessing the Property for the Work, provide the County with proof that Licensees have procured and will maintain during the Work insurance coverage meeting the requirements set forth in Attachment “B” to this Agreement;
 - c. give notice of its contemplated entry and activities to any relevant utility authority or company and locate, identify and avoid all subsurface improvements including, without limitation, all water, gas, electric and other utility lines;
 - d. permit, and provide full opportunity for the County or its consultants, contractors and agents to observe all Work activities;
 - e. upon prior written request and as reasonably instructed by the County, deliver to the County or its designated consultant, contractor, or agent, split samples of any drill cuttings, plugs, borings, samplings, soil and other materials taken or withdrawn from the Property or adjoining areas during Work;
 - f. conduct the Work in compliance with all applicable laws and necessary permits, including but not limited to, environmental, health and safety;
 - g. keep the Property free from deposits or spills of fuel, and any hazardous, noxious or objectionable materials and debris as a result of the implementation of the Work, and properly dispose of off-site all material withdrawn from the Property or generated by the Work, except to the extent any material is permitted to remain on-Site, as approved by NYSDEC;
 - h. restore in a good and workmanlike manner the portions of the Property effected by such entry and activities to substantially the same condition, order and repair as existed prior to such entry and activities, except for the installation of any soil cover, which shall be installed in a good and workmanlike manner and in accordance with specifications approved by NYSDEC;
 - i. not cause or allow any Work-related liens against the Property, and if it any such lien is imposed, cause the discharge thereof within thirty (30) days thereafter;
 - j. promptly and in no event later than ten (10) days after their availability, deliver to the County a copy of all studies, reports, assessments, analyses, test results and other or

- related information and documentation arising from or related to the Work;
- k. permit, and provide full opportunity for, the County and/or its designated representative, to meet with or otherwise contact Owner's environmental consultant to discuss the Work; and
 - l. conduct the Work in accordance with the Work Plan, unless the County has provided written permission to do other Work after Owner has given the County a detailed description of the proposed additional or modified activities, provided, however, that such permission should not be unreasonably withheld.
3. Owner shall secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, including pollution liability insurance. Failure to do so is a material breach of this Agreement. Owner shall reimburse County for any funds expended by County that would have been paid by Owner's insurance carrier under any required insurance. Should Owner's required insurance be cancelled or lapse in any way, Owner shall submit the insurer's notice of cancellation or lapse to County within two business days of receipt.

In addition to, and not in limitation of the insurance requirements contained in Schedule "B," the Contractor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, penalties, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third Parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the performance or failure to perform referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the Contractor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

The defense, indemnification and hold harmless obligations set out herein shall include, but not be limited to, civil and/or criminal penalties, fines, awards, assessments, actions or proceedings with regard to the authority to grant this Agreement, payment or non-payment of prevailing wages, or the letting of contracts or subcontracts under other than General Municipal Law, Article 5-A, §101, et. seq.

Owner waives any and all claims, demands, causes of action, and rights it may assert against the County on account of any loss, damage, or injury or any loss as a result of any event or occurrence which is beyond the reasonable control of the County.

4. This Agreement does not determine or change the ownership of the Property, and each party to this Agreement reserves all of their rights, if any, to claim title to the Property.

II. GENERAL PROVISIONS

1. Any provision of this Agreement which is invalid, illegal, or unenforceable in any manner in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality, or unenforceability without in any way affecting the validity, legality, or enforceability of the remaining provisions hereof, and any such invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality, or enforceability of such provision in any other jurisdiction.
2. That if this Site Access Agreement or actions hereunder are determined to be in violation of the restrictions and condition subsequent in the Deed recorded at Liber 7 of Deeds Page 16, then such actions and Site Access Agreement shall be absolutely void and of no effect whatsoever.
3. The terms and conditions of Section I, paragraph 3, shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.
4. Any purported delegation of duties or assignment of rights under this Agreement is void without the prior express written consent of the County. Every subcontract shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. All work performed by a Licensee shall be deemed to be work performed by the Owner and the Owner shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).
5. Owner is required to obtain and is responsible for compliance with any necessary permit, license certification, grant, registration or any other authorization required by any government agency or other permitted user of the property, which includes railroad operations. During and following completion of the Work, Owner shall maintain compliance with the same and all applicable laws, rules and regulations. This provision shall survive the expiration or earlier termination of this Site Access Agreement.
6. No provisions of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
7. This Agreement is binding upon and inures to the benefit of County and Owner and their respective successors, transferees and assigns.
8. Owner hereby expressly and unconditionally waives, in connection with any suit, action or proceeding brought by the County on this Agreement, any and every right it may have to a trial by jury.
9. All notices and communications required under this Agreement shall be accomplished by

the actual delivery to the parties' mailing addresses set forth above, with a copy by email, along with copies to the following attorneys for Owner and the County:

2240 North Forest Road, LLC:

Samuel J. Savarino
500 Seneca Street, Suite 508
Buffalo, New York 14204
Email: sams@savarinocompanies.com

With a copy to Attorney:

Alan J. Knauf, Esq.
1400 Crossroads Building
2 State Street
Rochester, New York 14614
Email: aknauf@nyenvlaw.com

County:

Arthur L. James III, Esq.
Assistant County Attorney
County of Ontario
20 Ontario Street, 3rd Floor
Canandaigua, New York 14424
Email: arthur.james@co.ontario.ny.us

10. This Agreement and the rights and obligations of the parties under this Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to the interpretation, construction and enforcement of contracts and indemnities (without giving effect to New York's principles of conflicts law).
11. Both the County and Owner irrevocably submit to the exclusive jurisdiction of any New York State court sitting in the County of Ontario, State of New York, over any suit, action or proceeding arising out of or relating to this Agreement.
12. This Agreement contains the entire agreement of the parties regarding access to the Property, and there are no terms, statements or representations made or relied upon not contained in this Agreement. This Agreement can only be modified by a writing signed by the parties hereto.
13. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the

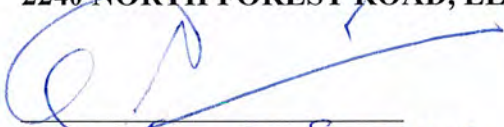
provisions of this Agreement.

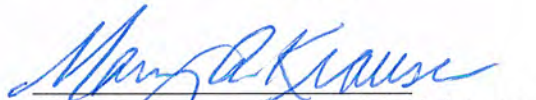
- 14. Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms of this Agreement. The parties have read and understood this Agreement and have had the opportunity to consult with legal counsel with respect to this Agreement.
- 15. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

2240 NORTH FOREST ROAD, LLC

COUNTY OF ONTARIO


 Name: SAMUEL SAVARINO

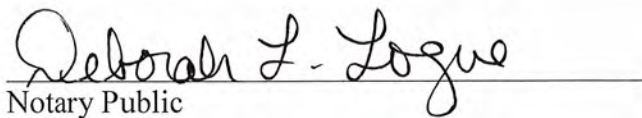

 Mary A. Krause, County Administrator

STATE OF NEW YORK)

) SS:

COUNTY OF ONTARIO)

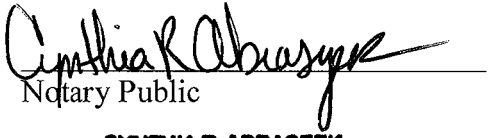
On the 1st day of August, in the year 2019 before me personally appeared Samuel J. Savarino, known to me to be the person who executed the within instrument, who being duly sworn by me did depose and say that he resides at 95 Perry St. Bflo NY in the ~~Town~~ City of Buffalo, County of _____, State of New York, and further that he is a duly authorized member of **2240 NORTH FOREST ROAD, LLC**, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company, as the act and deed of said limited liability company.


 Notary Public

DEBORAH L. LOGUE
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN ERIE COUNTY
 My Commission Expires January 11, 2023
 Notary #01L06018451

STATE OF NEW YORK)
)s.s.:
COUNTY OF ONTARIO)


On August 19, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary A Krause 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~~^{he} executed the same in his capacity, and that by ~~his~~^{her} signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

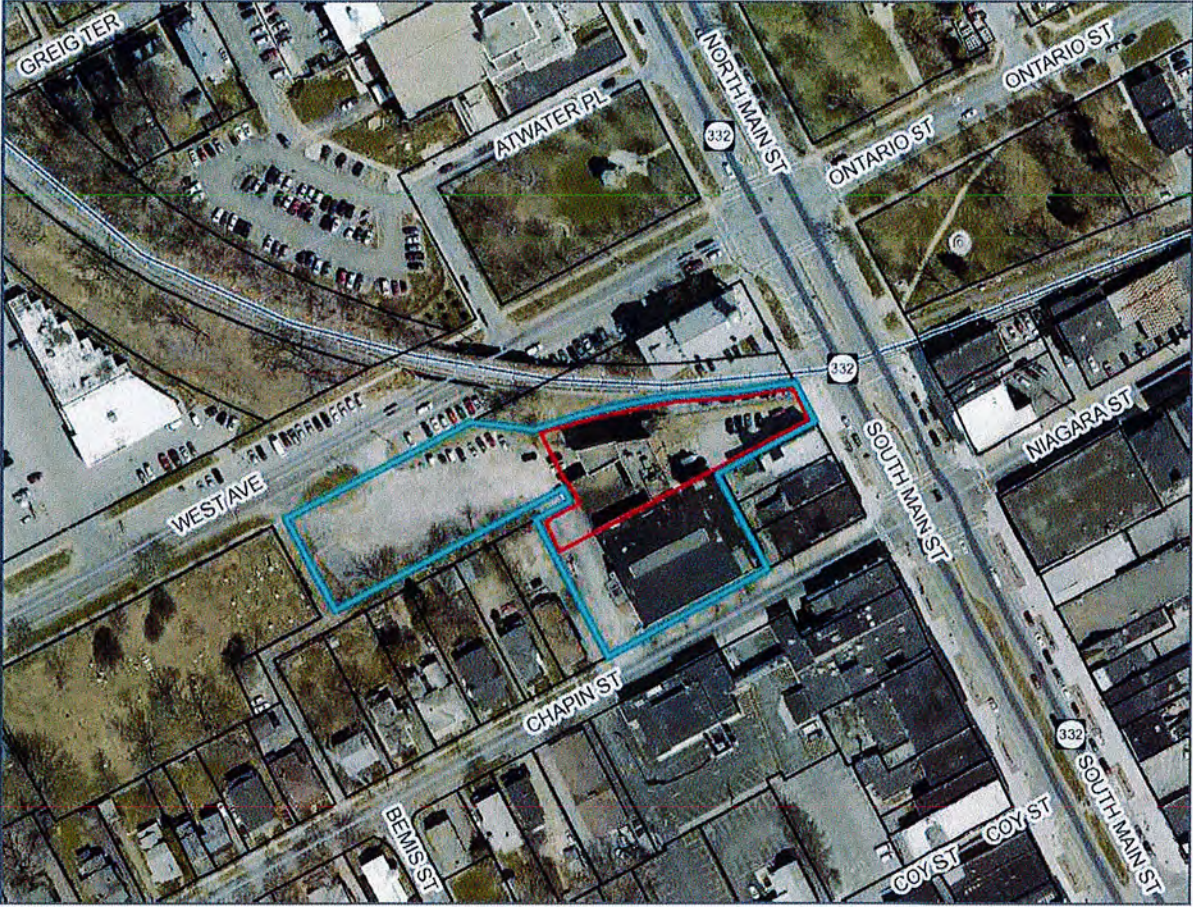
CYNTHIA R. ABRASZEK
Notary Public, State of New York
Ontario County Reg. 01#AB6346115
Commission Expires 08/08/2020

ATTACHMENT A



My Map





Legend

- Address Points
- Tax Parcels
- Streets**
- Interstate
- State or US Routes
- County Roads
- Local Public Roads
- Private Roads
- + Railroads
- Streams
- ▭ Municipal Boundaries
- ▭ Finger Lakes Region
- ▭ Potential County Property

Report Created: 6/20/2019

Notes
 This Tax Map has been edited by Knauf Shaw LLP to reflect the Potential County Property.

400.0 0 200.00 400.0 Feet
 © Ontario County, New York 1:2,400

This map and information is provided AS IS and Ontario County makes no warranties or guarantees, expressed or implied, including warranties of title, non-infringement, merchantability and that of fitness for a particular purpose concerning this map the information herein. User assumes all risks and responsibility for determining whether this map is sufficient for purposes intended.

ATTACHMENT B

“Attachment B” consists of (1) proof of Workers’ Compensation insurance, (2) proof of Disability insurance, (3) proof of liability insurance and (4) proof of pollution liability insurance. That proof is usually in the form of an Insurance ACORD Certificate that must be provided by **the vendor/contractor/consultant** prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.

ANY change in or waiver of insurance requirements must be approved by the Insurance Committee prior to standing committee approval. Attach a written explanation if change or waiver has been granted. (NOTE: New York State Law does not allow any waiver in Workers’ Compensation or Disability Insurance.)

The actual original Insurance Certificate must be attached to the contract (**not** the attached chart or these instructions).

1. Workers’ Compensation and Disability Insurance:

New York State law requires the County to have proof of workers’ compensation insurance for every vendor/contractor/consultant under contract with the County. The requirements for Workers’ Compensation and Disability insurance are available in Public Folders. In some instances, the vendor may not be required to have these types of insurance. If that is the case, **the vendor** must provide a form CE-200, which can be filled out on the State’s website at www.wcb.state.ny.us.

2. Liability Insurance

The type of liability insurance required by a particular vendor/contractor/consultant is contained in the attached chart. Choose a category A through G for the particular vendor/contractor/consultant. If you cannot determine which types of liability insurance are required from the chart, please contact purchasing at Ext. 4442.

Once the category of liability insurance is chosen, the Vendor/Contractor/Consultant must provide an ACORD Insurance Certificate that contains ALL of the following:

- a. All insurance certificates must be on the ACORD form. The most current form is ACORD 25(2009/09). ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- b. All insurance certificates must contain (i) the name of the agent producing the form (ii) a policy number, (iii) policy effective date and expiration date, and (iv) the name of the Vendor/Contractor/Consultant must match the contract name.

- c. All GENERAL LIABILITY insurance certificates must name Ontario County as an “additional insured.” (Professional liability insurance certificates will not.)
- d. “Certificate Holder” shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY 14424" and coverage must comply with all specifications of the contract.
- e. The Description of Operations must say “Contractor/Consultant services provided as per contract with Ontario County.”
- f. The ACORD Insurance Certificate must indicate that prior to non-renewal or cancellation of the policy or policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.
- g. All insurance forms are only good for one year and the Vendor/Contractor/Consultant must provide new certificates when they expire.

SAMPLES OF ACORD INSURANCE CERTIFICATES FOR CATEGORIES A THROUGH G ARE AVAILABLE IN PUBLIC FOLDERS.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Fire Damage	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
General Aggregate	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Product Comp/Op	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Personal & Adv. Injury			\$ 1,000,000.00	\$ 1,000,000.00			
Auto Liability	\$1,000,000 CSL	***	***	***	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Hired	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Non-Owned	\$ 1,000,000.00				\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Workers Compensation & Employers Liability	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				\$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance Acord

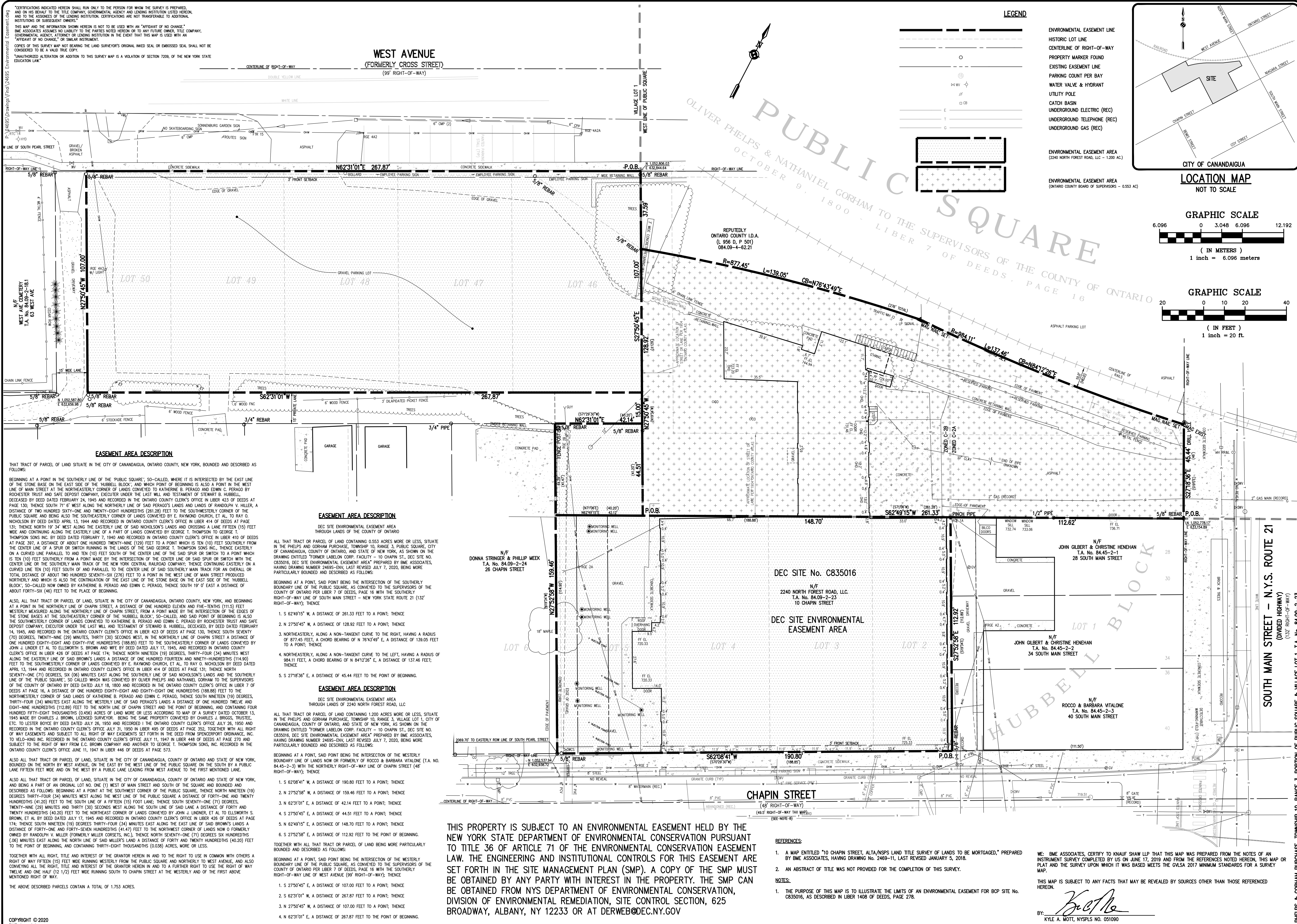
These forms are available on-line at www.wcb.state.ny.us

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of \$1,000,000 Combined Single Limit

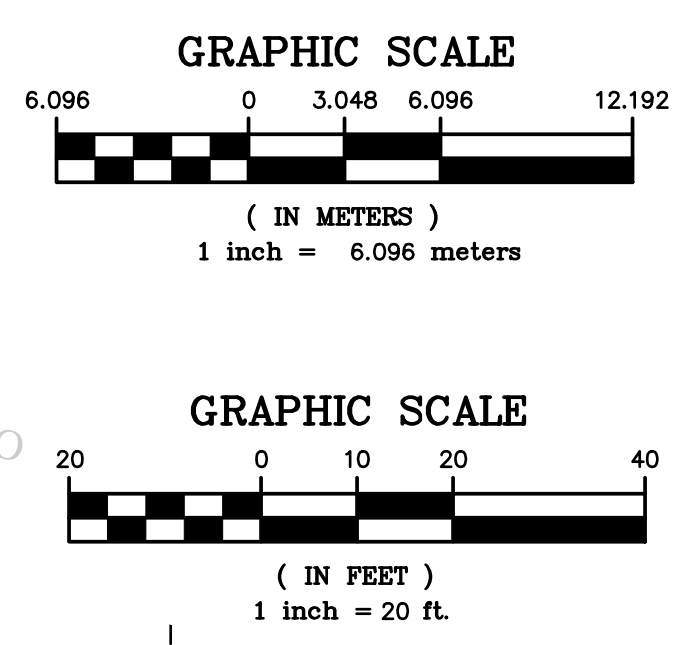
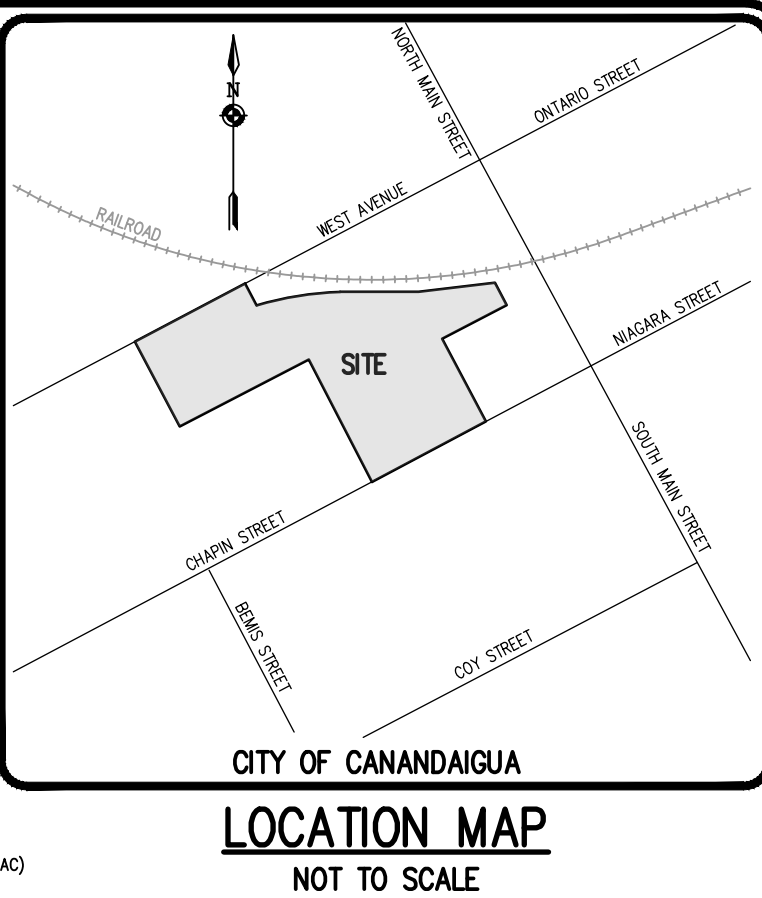
Pollution Legal Liability Insurance.

Each Contractor shall obtain Pollution Legal Liability insurance on an occurrence basis with limits of at least Two Million Dollars per occurrence and Four Million Dollar policy term aggregate for bodily injury, personal injury, property damage, environmental response, cleanup costs, consultant's fees, attorney's fees, fines and penalties, laboratory fees, claim expenses and any other costs, arising out of the Work activities. Such insurance shall provide liability coverage, including for claims of third parties, for both sudden and gradual releases of pollutants. The insurance shall name the County as additional insured, be evidenced by a certificate of a financially responsible company, list all exclusions, stipulate to advance notice of a cancellation or change, and not exclude municipal operations or property from coverage, all in the same manner as is required for General Liability Insurance herein.

Attachment 3



- LEGEND**
- ENVIRONMENTAL EASEMENT LINE
 - HISTORIC LOT LINE
 - CENTELINE OF RIGHT-OF-WAY
 - PROPERTY MARKER FOUND
 - EXISTING EASEMENT LINE
 - PARKING COUNT PER BAY
 - WATER VALVE & HYDRANT
 - UTILITY POLE
 - CATCH BASIN
 - UNDERGROUND ELECTRIC (REC)
 - UNDERGROUND TELEPHONE (REC)
 - UNDERGROUND GAS (REC)
 - ENVIRONMENTAL EASEMENT AREA (2240 NORTH FOREST ROAD, LLC - 1.200 AC)
 - ENVIRONMENTAL EASEMENT AREA (ONTARIO COUNTY BOARD OF SUPERVISORS - 0.553 AC)



EASEMENT AREA DESCRIPTION

THAT TRACT OF PARCEL OF LAND SITUATE IN THE CITY OF CANANDAIGUA, ONTARIO COUNTY, NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE PUBLIC SQUARE, SO-CALLED, WHERE IT IS INTERSECTED BY THE EAST LINE OF THE STONE BASES AT THE SOUTHEASTLY CORNER OF THE HUBBELL BLOCK, AND WHICH POINT OF BEGINNING IS ALSO A POINT IN THE WEST LINE OF MAIN STREET AT THE NORTHEASTLY CORNER OF LANDS CONVEYED TO KATHERINE B. PERAGO AND EDWIN C. PERAGO BY ROCHESTER TRUST AND SAFE DEPOSIT COMPANY, EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF STEWARD B. HUBBELL, DECEASED, BY DEED DATED FEBRUARY 24, 1945 AND RECORDED IN THE ONTARIO COUNTY CLERK'S OFFICE IN LIBER 423 OF DEEDS AT PAGE 130; THENCE SOUTH 71° 00' WEST ALONG THE NORTHERLY LINE OF SAID PERAGO'S LANDS AND LANDS OF RANDOLPH V. MILLER, A DISTANCE OF TWO HUNDRED SIXTY-ONE AND TWENTY-EIGHT HUNDREDTHS (261.28) FEET TO THE SOUTHWESTLY CORNER OF THE PUBLIC SQUARE AND BEING ALSO THE SOUTHEASTLY CORNER OF LANDS CONVEYED BY E. RAYMOND CHURCH, ET AL, TO RAY O. NICHOLSON BY DEED DATED APRIL 13, 1944 AND RECORDED IN ONTARIO COUNTY CLERK'S OFFICE IN LIBER 414 OF DEEDS AT PAGE 131; THENCE NORTH 19° 34' WEST ALONG THE EASTERLY LINE OF SAID NICHOLSON'S LANDS AND CROSSING A LANE FIFTEEN (15) FEET WIDE AND CONTINUING ALONG THE EASTERLY LINE OF A PART OF LANDS CONVEYED BY GEORGE T. THOMPSON TO GEORGE T. THOMPSON SONS INC. BY DEED DATED FEBRUARY 7, 1940 AND RECORDED IN ONTARIO COUNTY CLERK'S OFFICE IN LIBER 410 OF DEEDS AT PAGE 197; A DISTANCE OF ONE HUNDRED TWENTY-NINE (129) FEET TO A POINT WHICH IS TEN (10) FEET SOUTHERLY FROM THE CENTER LINE OF A SPUR OR SWICH RUNNING IN THE LANDS OF SAID GEORGE T. THOMPSON SONS INC., THENCE EASTERLY ON A CURVED LINE PARALLEL TO AND TEN (10) FEET SOUTH OF THE CENTER LINE OF SAID SPUR OR SWICH TO A POINT WHICH IS TEN (10) FEET SOUTHERLY FROM A POINT MADE BY THE INTERSECTION OF THE CENTER LINE OF SAID SPUR OR SWICH WITH THE CENTER LINE OF THE SOUTHERLY MAIN TRACK OF THE NEW YORK CENTRAL RAILROAD COMPANY; THENCE CONTINUING EASTERLY ON A CURVED LINE TEN (10) FEET SOUTH OF AND PARALLEL TO THE CENTER LINE OF SAID SOUTHERLY MAIN TRACK FOR AN OVERALL OR TOTAL DISTANCE OF ABOUT TWO HUNDRED SEVENTY-SIX (276) FEET TO A POINT IN THE WEST LINE OF MAIN STREET PRODUCED NORTHERLY AND WHICH IS ALSO THE CONTINUATION OF THE EAST LINE OF THE STONE BASES ON THE EAST SIDE OF THE HUBBELL BLOCK, SO-CALLED NOW OWNED BY KATHERINE B. PERAGO AND EDWIN C. PERAGO, THENCE SOUTH 19° 00' EAST A DISTANCE OF ABOUT FORTY-SIX (46) FEET TO THE PLACE OF BEGINNING.

EASEMENT AREA DESCRIPTION

DEC SITE ENVIRONMENTAL EASEMENT AREA THROUGH LANDS OF THE COUNTY OF ONTARIO

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 0.553 ACRES MORE OR LESS, SITUATE IN THE PHELPS AND GORHAM PURCHASE, TOWNSHIP 10, RANGE 3, PUBLIC SQUARE, CITY OF CANANDAIGUA, COUNTY OF ONTARIO, AND STATE OF NEW YORK, AS SHOWN ON THE DRAWING ENTITLED "FORMER LABELON CORP. FACILITY - 10 CHAPIN ST., DEC SITE NO. C835016, DEC SITE ENVIRONMENTAL EASEMENT AREA" PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 24695-ENV, LAST REVISED JULY 7, 2020, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF THE PUBLIC SQUARE, AS CONVEYED TO THE SUPERVISORS OF THE COUNTY OF ONTARIO PER LIBER 7 OF DEEDS, PAGE 18 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH MAIN STREET - NEW YORK STATE ROUTE 21 (132' RIGHT-OF-WAY); THENCE:

1. S 62°49'15" W, A DISTANCE OF 261.33 FEET TO A POINT; THENCE
2. N 27°50'45" W, A DISTANCE OF 128.92 FEET TO A POINT; THENCE
3. NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 877.45 FEET, A CHORD BEARING OF N 76°43'49" E, A DISTANCE OF 139.05 FEET TO A POINT; THENCE
4. NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 984.11 FEET, A CHORD BEARING OF N 64°12'26" E, A DISTANCE OF 137.46 FEET; THENCE
5. S 27°18'36" E, A DISTANCE OF 45.44 FEET TO THE POINT OF BEGINNING.

EASEMENT AREA DESCRIPTION

DEC SITE ENVIRONMENTAL EASEMENT AREA THROUGH LANDS OF 2240 NORTH FOREST ROAD, LLC

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 1.200 ACRES MORE OR LESS, SITUATE IN THE PHELPS AND GORHAM PURCHASE, TOWNSHIP 10, RANGE 3, VILLAGE LOT 1, CITY OF CANANDAIGUA, COUNTY OF ONTARIO, AND STATE OF NEW YORK, AS SHOWN ON THE DRAWING ENTITLED "FORMER LABELON CORP. FACILITY - 10 CHAPIN ST., DEC SITE NO. C835016, DEC SITE ENVIRONMENTAL EASEMENT AREA" PREPARED BY BME ASSOCIATES, HAVING DRAWING NUMBER 24695-ENV, LAST REVISED JULY 7, 2020, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF LANDS NOW OR FORMERLY OF ROCCO & BARBARA VITALONE (T.A. NO. 84-45-2-3) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHAPIN STREET (48' RIGHT-OF-WAY); THENCE:

1. S 62°08'41" W, A DISTANCE OF 190.80 FEET TO A POINT; THENCE
2. N 27°52'58" W, A DISTANCE OF 159.46 FEET TO A POINT; THENCE
3. N 62°31'01" E, A DISTANCE OF 42.14 FEET TO A POINT; THENCE
4. S 27°50'45" E, A DISTANCE OF 44.51 FEET TO A POINT; THENCE
5. N 62°49'15" E, A DISTANCE OF 148.70 FEET TO A POINT; THENCE
6. S 27°52'58" E, A DISTANCE OF 112.92 FEET TO THE POINT OF BEGINNING.

- TOGETHER WITH ALL THAT TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
- BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF THE PUBLIC SQUARE, AS CONVEYED TO THE SUPERVISORS OF THE COUNTY OF ONTARIO PER LIBER 7 OF DEEDS, PAGE 18 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST AVENUE (99' RIGHT-OF-WAY); THENCE:
1. S 27°50'45" E, A DISTANCE OF 107.00 FEET TO A POINT; THENCE
 2. S 62°31'01" W, A DISTANCE OF 267.87 FEET TO A POINT; THENCE
 3. N 27°50'45" W, A DISTANCE OF 107.00 FEET TO A POINT; THENCE
 4. N 62°31'01" E, A DISTANCE OF 267.87 FEET TO THE POINT OF BEGINNING.

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION EASEMENT LAW. THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWEB@DEC.NY.GOV

- REFERENCES:**
1. A MAP ENTITLED "10 CHAPIN STREET, ALTA/NSPS LAND TITLE SURVEY OF LANDS TO BE MORTGAGED," PREPARED BY BME ASSOCIATES, HAVING DRAWING NO. 2469-1, LAST REVISED JANUARY 5, 2018.
 2. AN ABSTRACT OF TITLE WAS NOT PROVIDED FOR THE COMPLETION OF THIS SURVEY.
- NOTES:**
1. THE PURPOSE OF THIS MAP IS TO ILLUSTRATE THE LIMITS OF AN ENVIRONMENTAL EASEMENT FOR BCP SITE NO. C835016, AS DESCRIBED IN LIBER 1408 OF DEEDS, PAGE 278.

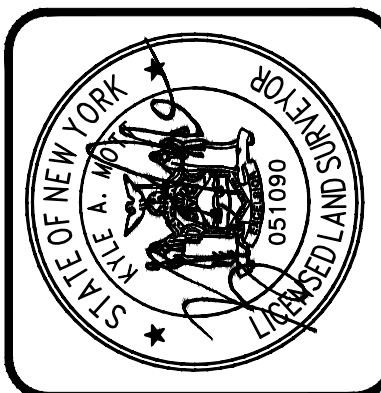
THIS MAP IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY SOURCES OTHER THAN THOSE REFERENCED HEREON.

Kyle A. Mott
BY: KYLE A. MOTT, NYSPLS NO. 051080

Drawing Alteration
The following is an excerpt from the New York State Education Law Article 140 Section 7209 and applies to this drawing:
"It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor to alter any item in any way, if an item bearing the seal of an engineer or land surveyor shall be altered, the altering engineer or land surveyor shall affix to the item his seal and the notation "altered" followed by his signature and the date of such alteration, and a specific description of the alteration."

NO.	REVISIONS	DATE	BY
7	REVISED DESCRIPTIONS/AREAS	7/7/20	KAM
6	REVISED CERTIFICATIONS	7/7/20	KAM
5	ADDED ADDITIONAL DESCRIPTIONS/AREAS	7/7/20	KAM
4	REVISED DESCRIPTIONS/AREAS	7/7/19	DNZ
3	REVISED CERTIFICATIONS	7/7/19	DNZ
2	ADDED ADDITIONAL DESCRIPTIONS/AREAS	7/7/19	DNZ
1	REVISED DESCRIPTION	7/7/19	DNZ

BME ASSOCIATES
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
63 LUTHERBURGH LANE EAST
HARRISON NEW YORK 14643
WWW.BME.COM
PHONE: 607.377.7240
FAX: 607.377.7299



FORMER LABELON CORP. FACILITY - 10 CHAPIN ST.
DEC SITE NO. C835016
CITY OF CANANDAIGUA, ONTARIO COUNTY, NEW YORK
2240 NORTH FOREST ROAD, LLC
LANCASTER, NY 14086

PROJECT	LOCATION	CLIENT	DRAWING TITLE
FORMER LABELON CORP. FACILITY - 10 CHAPIN ST.	2240 NORTH FOREST ROAD, LLC	LANCASTER, NY 14086	DEC SITE ENVIRONMENTAL EASEMENT AREA

PROJECT MANAGER	DATE
DN ZACHARIAS	7/7/20
PROJECT SURVEYOR	DATE
DN ZACHARIAS	7/7/20
DRAWN BY	DATE
KA MOTT	7/7/20
SCALE	DATE ISSUED
1"=20'	JUNE 2019
PROJECT NO.	DRAWING NO.
2469S	ENV

Attachment 4

Proposed Description of
DEC Site Environmental Easement Area
through Lands of the County of Ontario

ALL THAT TRACT OR PARCEL OF LAND containing 0.553 acres more or less, situate in the Phelps and Gorham Purchase, Township 10, Range 3, Public Square, City of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Former Labelon Corp. Facility – 10 Chapin St., DEC Site No. C835016, DEC Site Environmental Easement Area" prepared by BME Associates, having drawing number 2469S-ENV, last revised July 7, 2020, being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the southerly boundary line of the Public Square, as conveyed to The Supervisors of the County of Ontario per Liber 7 of deeds, Page 16 with the southerly right-of-way line of South Main Street – New York State Route 21 (132' Right-of-Way); thence

1. S 62°49'15" W, a distance of 261.33 feet to a point; thence
2. N 27°50'45" W, a distance of 128.92 feet to a point; thence
3. Northeasterly, along a non-tangent curve to the right, having a radius of 877.45 feet, a chord bearing of N 76°43'49" E, a distance of 139.05 feet to a point; thence
4. Northeasterly, along a non-tangent curve to the left, having a radius of 984.11 feet, a chord bearing of N 84°12'26" E, a distance of 137.46 feet; thence
5. S 27°18'36" E, a distance of 45.44 feet to the Point of Beginning.

.553 Acres

Proposed Description of
DEC Site Environmental Easement Area
through Lands of 2240 North Forest Road, LLC

ALL THAT TRACT OR PARCEL OF LAND containing 1.200 acres more or less, situate in the Phelps and Gorham Purchase, Township 10, Range 3, Village Lot 1, City of Canandaigua, County of Ontario, and State of New York, as shown on the drawing entitled "Former Labelon Corp. Facility – 10 Chapin St., DEC Site No. C835016, DEC Site Environmental Easement Area" prepared by BME Associates, having drawing number 2469S-ENV, last revised July 7, 2020, being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the westerly boundary line of lands now or formerly of Rocco & Barbara Vitalone (T.A. No. 84.45-2-3) with the northerly right-of-way line of Chapin Street (48' Right-of-Way); thence

1. S 62°08'41" W, a distance of 190.80 feet to a point; thence
2. N 27°52'58" W, a distance of 159.46 feet to a point; thence
3. N 62°31'01" E, a distance of 42.14 feet to a point; thence
4. S 27°50'45" E, a distance of 44.51 feet to a point; thence
5. N 62°49'15" E, a distance of 148.70 feet to a point; thence
6. S 27°52'58" E, a distance of 112.92 feet to the Point of Beginning.

Together with ALL THAT TRACT OR PARCEL OF LAND being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the westerly boundary line of the Public Square, as conveyed to The Supervisors of the County of Ontario per Liber 7 of deeds, Page 16 with the southerly right-of-way line of West Avenue (99' Right-of-Way); thence

1. S 27°50'45" E, a distance of 107.00 feet to a point; thence
2. S 62°31'01" W, a distance of 267.87 feet to a point; thence
3. N 27°50'45" W, a distance of 107.00 feet to a point; thence
4. N 62°31'01" E, a distance of 267.87 feet to the Point of Beginning.

1.2 Acres.