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July 21, 2023

**VIA E-MAIL**

Ms. Dusty Renee Tinsley  
Assistant Regional Attorney  
New York State Department of Environmental Conservation  
6274 E. Avon-Lima Road  
Avon, New York 14414-9516

**Re: 3750 Monroe Avenue  
NYSDEC BCP Site #C828187**

Dear Ms. Tinsley:

I am enclosing a hard copy of the recorded environmental easement. This copy is certified by the Ontario County Clerk's Office.

I would appreciate it if you could send me an exemplar of the notification which I need to serve on the City of Canandaigua.

Thank you.

Very truly yours,

WOODS OVIATT GILMAN LLP

Dan O'Brien

Please direct responses to Rochester Office

RECEIVED

JUL 25 2023

REGION 8  
OFFICE OF GENERAL COUNSEL

DOB/dob  
Enclosure



## Ontario County Clerk Recording Page

### Return To

D OBRIEN  
WOODS OVIATT GILMAN LLP  
1900 BAUSCH AND LOMB PLACE  
ROCHESTER, NY 14604

### **Pamela Keefe, Acting County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandaigua, New York 14424  
(585) 396-4200

Document Type: **EASEMENT**

Receipt Number: 681867

#### **Grantor (Party 1)**

111 NORTH STREET REALTY D LLC

#### **Grantee (Party 2)**

NYS ENVIRONMENTAL CONSERVATION

#### **Fees**

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$95.00
State Surcharge	\$20.00
<b>Total Fees Paid:</b>	<b>\$140.00</b>

Consideration: \$0.00

Control #: 202306090168  
Ref #: TX 2023 002974

Property located in **City of Canandaigua**

State of New York  
County of Ontario

Recorded on June 9th, 2023 at 3:13:18 PM  
in Liber **01519** of **Deeds**  
beginning at page **0573**, ending at page **0591**,  
with a total page count of **19**.

Acting Ontario County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this 15<sup>th</sup> day of May, 2023, between Owner 111 North Street Realty D LLC, having an office c/o The Cabot Group, 130 Linden Oaks, Rochester, New York 14625 (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 111 North Street in the City of Canandaigua, County of Ontario and State of New York, known and designated on the tax map of the County Clerk of Ontario as tax map parcel number: Section 70.19 Block 1 Lot 4.2, being the same as that property conveyed to Grantor by deed dated March 22, 2016 and recorded in the Ontario County Clerk's Office in Liber and Page 01358/0010 and more particularly described in Schedule A attached hereto and made a part of hereof (the Grantor's Property"); and

**WHEREAS**, the property subject to this Environmental Easement (the "Controlled Property") comprises a portion of the Grantor's Property and is approximately 6.078 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 18, 2016 prepared by Robert A. Vento, P.L.S. of Passero Associates, and identified as Project No. 20070758.0005, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule B; and

**WHEREAS**, Grantor and the NYSDEC entered into that certain Order on Consent dated

November 23, 2015 and filed under NYSDEC Index Number B8-0279-89-06 with respect to the Controlled Property (the "Order on Consent"), which Order on Consent requires, inter alia, that the NYSDEC complete the investigation and remediation of the Controlled Property to commercial or industrial standards as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and 6 NYCRR Part 375-1.8(g)(2)(iv), respectively; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: B8-0279-89-06, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests in the Controlled Property that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Ontario County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71; Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property

shall state in at least fifteen-point bold-faced type:

**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 Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Controlled Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 835010  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by both the Grantor and the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

12. Consistency with the Order on Consent. Nothing contained in this Environmental Easement shall in any way be construed to limit or abrogate the responsibilities of the NSYDEC or Grantor as set forth in the Order on Consent

**Remainder of Page Intentionally Left Blank**



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

111 North Street Realty D LLC:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Grantor's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the 27<sup>th</sup> day of January, in the year 2023, before me, the undersigned, personally appeared Lewis Nwary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(~~ies~~), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

**DONALD W. O'BRIEN**  
Notary Public, State of New York  
Qualified in Yates County  
No. 020B4750856  
Commission Expires June 18, 2026

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: Andrew Guglielmi  
Andrew Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ALBANY     )

On the 15<sup>th</sup> day of May, in the year 2023, before me, the undersigned, personally appeared Andrew Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer Andoloro  
Notary Public - State of New York

JENNIFER ANDALORO  
Notary Public, State of New York  
No. 02AN6098246  
Qualified in Albany County  
Commission Expires January 14, 2024

**SCHEDULE "A" GRANTOR'S PROPERTY DESCRIPTION**

### SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, being more particularly bounded and described as follows:

Commencing at a point in the south line of North Street 1,939.34 feet westerly from the west line of North Main Street as measured along the said south line of North Street;

thence (1) from said point of beginning South 27 degrees 24 minutes 40 seconds East a distance of 1,537.16 feet to a point;

thence (2) North 73 degrees 47 minutes 30 seconds East a distance of 440.56 feet to a point in the west line of the New York Central Railroad Company property (Auburn Branch);

thence (3) North 16 degrees 07 minutes West along the west line of said Railroad Company property, a distance of 759 feet to a point;

thence (4) South 73 degrees 43 minutes West a distance of 275 feet to a point;

thence (5) North 22 degrees 00 minutes 40 seconds West a distance of 753.60 feet to a point in the south line of North Street;

thence (6) South 73 degrees 43 minutes West and along the south line of North Street a distance of 389.24 feet to the point of beginning.

The above property is also described as follows:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Canandaigua, County of Ontario and State of New York, being more particularly bounded and described as follows:

Commencing at a point in the south line of North Street (66 foot wide right-of-way), said point being 1,939.34 feet westerly from the west line of North Main Street as measured along the said south line of North Street;

thence (1) from said point of beginning South 38° 37' 53" East a distance of 1,537.16 feet to a point;

thence (2) North 62° 34' 17" East a distance of 440.56 feet to a point in the west line of the New York Central Railroad Company property (Auburn Branch);

thence (3) North 27° 20' 13" West along the west line of said Railroad Company property a distance of 759.00 feet to a point;

**SCHEDULE "B" CONTROLLED PROPERTY DESCRIPTION**

DESCRIPTION  
ENVIRONMENTAL EASEMENT AREA  
111 NORTH STREET, CANANDAIGUA, NY

ALL THAT TRACT OR PARCEL OF LAND, SITUATED IN THE CITY OF CANANDAIGUA, COUNTY OF ONTARIO, AND STATE OF NEW YORK, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING ON THE SOUTHERLY RIGHT OF WAY OF NORTH STREET, (66' ROW), SAID POINT BEING 1550.12 WESTERLY OF THE WEST LINE OF MAIN STREET; THENCE,

1. SOUTH 33° 13' 53" EAST, A DISTANCE OF 753.60 FEET TO A POINT; THENCE,
2. SOUTH 62° 29' 47" WEST, A DISTANCE OF 316.95 FEET TO A POINT; THENCE,
3. NORTH 38° 37' 53" WEST, A DISTANCE OF 764.21 FEET TO A POINT, ON THE SOUTH RIGHT-OF-WAY LINE NORTH STREET; THENCE,
4. NORTH 62° 29' 47" EAST, ALONG SAID SOUTH RIGHT-WAY-LINE OF NORTH STREET, A DISTANCE OF 389.22 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 6.078 ACRES OF LAND, MORE OR LESS.

**Combined Real Estate Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

<b>Grantor/Transferor</b>	<b>Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)</b>	<b>Social Security number (SSN)</b>
<input type="checkbox"/> Individual	111 North Street Realty D LLC	
<input type="checkbox"/> Corporation	<b>Mailing address</b>	<b>SSN</b>
<input type="checkbox"/> Partnership	130 Linden Oaks	
<input type="checkbox"/> Estate/Trust	<b>City</b> <b>State</b> <b>ZIP code</b>	<b>Employer Identification Number (EIN)</b>
<input checked="" type="checkbox"/> Single member LLC	Rochester NY 14625	81-1818427
<input type="checkbox"/> Multi-member LLC	<b>Single member's name if grantor is a single member LLC (see instructions)</b>	<b>Single member EIN or SSN</b>
<input type="checkbox"/> Other	Lewis A. Norry	
<b>Grantee/Transferee</b>	<b>Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)</b>	<b>SSN</b>
<input type="checkbox"/> Individual	SEE ADDENDUM	
<input type="checkbox"/> Corporation	<b>Mailing address</b>	<b>SSN</b>
<input type="checkbox"/> Partnership	625 Broadway	
<input type="checkbox"/> Estate/Trust	<b>City</b> <b>State</b> <b>ZIP code</b>	<b>EIN</b>
<input type="checkbox"/> Single member LLC	Albany NY 12233	14-6013200
<input type="checkbox"/> Multi-member LLC	<b>Single member's name if grantee is a single member LLC (see instructions)</b>	<b>Single member EIN or SSN</b>
<input checked="" type="checkbox"/> Other		

**Location and description of property conveyed**

<b>Tax map designation – Section, block &amp; lot (include dots and dashes)</b>	<b>SWIS code (six digits)</b>	<b>Street address</b>	<b>City, town, or village</b>	<b>County</b>
70.19-1-4.2	320200	111 North Street	Canandaigua	Ontario

**Type of property conveyed (mark an X in applicable box)**

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	<b>Date of conveyance</b> <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr><tr><td></td><td></td><td>2023</td></tr></table>	month	day	year			2023	<b>Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)</b>
month	day		year						
			2023						
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling								
4 <input checked="" type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____								
5 <input type="checkbox"/> Commercial/industrial									

**Condition of conveyance  
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

<b>For recording officer's use</b>	<b>Amount received</b>	<b>Date received</b>	<b>Transaction number</b>
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

**Schedule B – Real estate transfer tax return (Tax Law Article 31)****Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ..... ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k ☐

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)****Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a. ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b. ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e. ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

111 North Street Realty D LLC

By:

Grantor signature

Lewis A. Worry

Sole Member

Title

Grantee signature

Director of  
Remediation

Title

Grantor signature

Title

Grantee signature

Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.



**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**ADDENDUM TO TP-584**

111 North Street Realty D LLC ("Grantor")  
to  
The People of the State of New York, acting through their Commissioner of the  
Department of  
Environmental Conservation ("Grantee")

111 North Street, Canandaigua, New York 14424 ("Property")

**GRANTEE:**

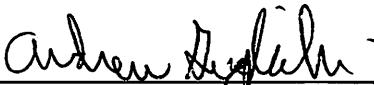
Name: The People of the State of New York, acting through their  
Commissioner of the Department of Environmental Conservation  
New York State Government

Mailing address: 625 Broadway, Albany, New York 12233

Entity type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust  
☐ Single Member LLC ☐ Multi-member LLC ☒ Other

EIN Number:

Signature: THE PEOPLE OF THE STATE OF NEW YORK  
Acting by and Through the Department of  
Environmental Conservation as Designee of the  
Commissioner

By:   
Name: Andrew Guglielmi  
Its: Director, Division of Environmental  
Remediation

COPY

# EXHIBIT 1

COPY

EXHIBIT 1



## Ontario County Clerk Recording Page

### Return To

WOODS OVIATT GILMAN LLP  
700 CROSSROADS BLDG 2 STATE STREET  
ROCHESTER, NY 14614

### **Matthew J. Hoose, County Clerk**

Ontario County Clerk  
20 Ontario Street  
Canandaigua, New York 14424  
(585) 396-4200

Document Type: **DEED**

Receipt Number: 238608

#### **Grantor (Party 1)**

MERIDIAN AUTOMOTIVE SYSTEMS-  
COMPOSITES OPERATIONS INC

#### **Grantee (Party 2)**

111 NORTH STREET REALTY D LLC

#### **Fees**

Recording Fee	\$20.00
Pages Fee	\$35.00
State Surcharge	\$20.00
TP-584 Form Fee	\$5.00
RP-5217 Form Fee	\$250.00
<b>Total Fees Paid:</b>	<b>\$330.00</b>

Consideration: \$500.00

Control #: 201603240157  
Ref #: TX 2016 002374

Property located in **City of Canandaigua**

State of New York  
County of Ontario

Recorded on March 24th, 2016 at 2:11:08 PM  
in Liber **01358** of **Deeds**  
beginning at page **0010**, ending at page **0016**,  
with a total page count of **7**.

Ontario County Clerk

*This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York*

Quitclaim Deed

THIS INDENTURE, made the 22<sup>nd</sup> day of March 2016,  
BETWEEN

George L. Miller, as Chapter 7 Trustee for the Bankruptcy Estate of Meridian Automotive Systems-Composites Operations, Inc., with an address of 8 Penn Center Suite 950, 1628 John F. Kennedy Boulevard, Philadelphia, Pa. 19103

party of the first part, and

111 North Street Realty D LLC, a New York limited liability company with an office at 1465 Monroe Avenue, Rochester, New York 14618

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the Purchase Price, as defined in the Agreement to Purchase entered into between the party of the first part and the party of the second part and approved by an order dated February 23, 2016 entered by the United States Bankruptcy Court for the District of Delaware in the bankruptcy cases of Meridian Automotive Systems, Inc. *et al.*, jointly administered at No. 09-12806 (MFW), paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, as shown on Schedule A attached

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof;

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, the heirs or successors and assigns of the party of the second part forever.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

Tax Account No. 70.19-1-4.2

Property Address: 111 North Street, Canandaigua, NY 14424

Tax Mailing Address: 1465 Monroe Avenue, Rochester, NY 14618

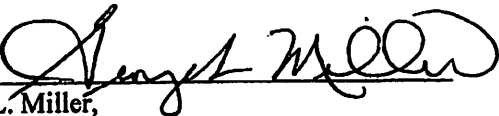
LEGAL\26182281\1

Woods Crossroads Bldg  
700 Crossroads Bldg  
2 State St.  
Rochester, NY 14614  
Attn: Judy Same

Stewart Title Insurance Company  
Order # 26-303698

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**George L. Miller, as Chapter 7 Trustee for the Bankruptcy Estate of Meridian Automotive Systems-Composites Operations, Inc.**

  
\_\_\_\_\_  
George L. Miller,  
as Chapter 7 Trustee for the Bankruptcy Estate  
of Meridian Automotive Systems-Composites Operations, Inc.

**Acknowledgement taken in New York State**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
the undersigned, personally appeared

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

**Acknowledgement by Subscribing Witness taken in New York State**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he/she/they reside(s) in

that he/she/they know(s)  
to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

**Quitclaim Deed**

**George L. Miller, as Chapter 7 Trustee for the  
Bankruptcy Estate of Meridian Automotive  
Systems-Composites Operations, Inc.,**

TO

**111 North Street Realty D LLC**

**Acknowledgement taken in New York State**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
the undersigned, personally appeared

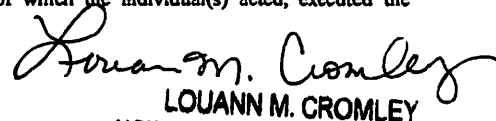
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument,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

**Acknowledgement taken outside New York State**

\*State of New Jersey County of Gloucester, ss:  
\*(or insert District of Columbia, Territory, Possession or Foreign Country)

On the 21<sup>st</sup> day of March, in the year 2016, before me,  
the undersigned, personally appeared George L. Miller

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

  
LOUANN M. CROMLEY

COUNTY: Ontario

TOWN/CITY: Canandaigua

PROPERTY ADDRESS: 111 North Street

NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 1, 2016

**RETURN BY MAIL TO:**

Benjamin Keller, Esq.  
Woods Oviatt Gilman I.L.P.  
700 Crossroads Building  
2 State Street  
Rochester, New York 14614



RESERVE THIS SPACE FOR US OF  
RECORDING OFFICE

State of New York, County of Ontario ss:

I, Pamela Keefe, Deputy Clerk of the County of Ontario of the County Court of said County and of the Supreme Court both being Courts of Record having a common seal.

Do HEREBY CERTIFY that I have compared this copy with the original filed or recorded in this office and that the same is a correct transcript thereof and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts.

*Pamela Keefe*

Acting County Clerk by County Law 526 (1)

Facsimile Signature used pursuant to Sec. 903 of County Law

