



Department of Environmental Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? Yes No

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 [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

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. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

The Site was transferred from the Estate of Peter Della Penna to the City of Batavia on February 1, 2016, then to Batavia Development Corp on May 4, 2016, and then to the Volunteer, Ellicott Station, LLC on December 29, 2017. See attached Deeds.

The Authorized Signatory has changed to Samuel J. Savarino, the sole member of Ellicott Station, LLC. See Written Consent.

The contact person for the Volunteer is now Kevin Hays, Director of Development, Savarino Companies, 500 Seneca Street, Suite 508, Buffalo, New York 14204, (716) 332-5959 ext 111, kevinh@savarinocompanies.com.

The attorney for the Volunteer is now Alan J. Knauf, Knauf Shaw LLP, 1400 Crossroads Building, 2 State Street, Rochester, New York 14614, (585) 546-8430, AKnauf@nyenvlaw.com.

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

Section I. Existing Agreement Information

BCP SITE NAME: Ellicott Station

BCP SITE NUMBER: C819021

NAME OF CURRENT APPLICANT(S): Ellicott Station, LLC

INDEX NUMBER OF EXISTING AGREEMENT: C819021-06 DATE OF EXISTING AGREEMENT: 7.16.15

Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Is the requestor authorized to conduct business in New York State (NYS)?

Yes

No

- 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

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? Yes No

Describe Requestor's Relationship to Existing Applicant:

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Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) **New owner is requestor- Ellicott Station, LLC**

ADDRESS **C/O Kevin Hays, Director of Development, Savarino Companies, 500 Seneca Street, Suite 508**

CITY/TOWN **Buffalo, New York**

ZIP CODE **14204**

PHONE **(716) 332-5959 ext 111**

FAX

E-MAIL **kevinh@savarinocompanies.com**

OPERATOR'S NAME (if different from requestor or owner)

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.

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

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)

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

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

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
- Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

- Reduction of property
- Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	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.

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: Ellicott Station	BCP SITE NUMBER: C819021
NAME OF CURRENT APPLICANT(S): Ellicott Station, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C819021-06-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: 7.16.15	

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)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>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.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>

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 Member (title) of Ellicott Station, 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: 10/31/14 Signature: _____

Print Name: Samuel J. Savarino

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

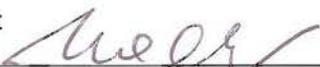
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" 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.
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Effective Date of the Original Agreement: 7/16/15

Signature by the Department:

DATED: 11/26/14

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in 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

FOR DEPARTMENT USE ONLY

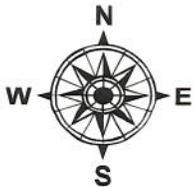
BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

Ellicott Station Site City of Batavia, New York

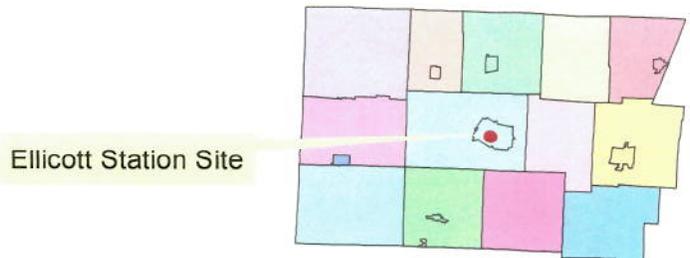


0 125 250 500 Feet



NYSDEC - June 2016

Genesee County
New York



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

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I. **Site Name:** Ellicott Station **DEC Site ID No.** C819021

II. **Contact Information of Person Submitting Notification:**

Name: Alan J. Knauf, Project Attorney
Address1: 1400 Crossroads Building
Address2: 2 State Street
Phone: 585-546-8430 E-mail: AKnauf@nyenvlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)
 Transfer of Certificate of Completion (CoC)
 Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy):

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

The Site was transferred from the Estate of Peter Della Penna to the City of Batavia on February 1, 2016, then to Batavia Development Corp on May 4, 2016, and then to the Volunteer, Ellicott Station, LLC on December 29, 2017. See attached Deeds.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The Volunteer intends to demolish a portion of the building located on since in October, 2018.

V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ (Signature) _____ (Date)
_____ (Print Name)
Samuel J. Savarino

Address1: C/O Kevin Hays, Director of Development, Savarino Companies
Address2: 500 Seneca Street, Suite 508, Buffalo, New York 14204
Phone: (716) 332-5959 ext 111 E-mail: kevinh@savarinocompanies.com

VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

Prospective Owner Prospective Remedial Party Prospective Owner Representative

Name: Kevin Hays, Director of Development
Address1: C/o Savarino Companies
Address2: 500 Seneca Street, Suite 508, Buffalo, New York 14204
Phone: (716) 332-5959 ext 111 E-mail: kevinh@savarinocompanies.com

Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: _____

(Signature)

11/2/10

(Date)

Samuel J. Savarino

(Print Name)

Address1: C/O Kevin Hays, Director of Development, Savarino Companies

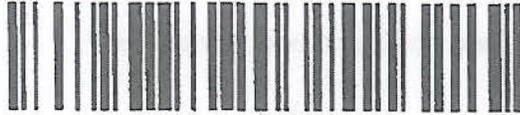
Address2: 500 Seneca Street, Suite 508, Buffalo, New York 14204

Phone: (716) 332-5959 ext 111 E-mail: kevinh@savarinocompanies.com



GENESEE COUNTY - STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: DE2017-2050

Receipt#: 28943
Clerk: NYGEFEE
Rec Date: 12/29/2017 01:37:28 PM
Doc Grp: D
Descrip: DEED.
Num Pgs: 6
Rec'd Frm: CROSSROADS ABSTRACT

Party1: BATAVIA DEVELOPMENT CORPORATION
Party2: ELLICOTT STATION LLC
Town: BATAVIA CITY

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 325.50

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 325.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 746
Transfer Tax
Consideration: 1.00

Total: 0.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Michael T. Cianfrini

Michael T. Cianfrini
Genesee County Clerk

Record and Return To:

CROSSROADS ABSTRACT
BOX

Correcting and Confirmatory Deed

THIS INDENTURE, made the 28th day of December, Two Thousand and Seventeen

BETWEEN

BATAVIA DEVELOPMENT CORPORATION, a municipal corporation with offices at One Batavia City Centre, Batavia, New York 14020

Grantor,

and

ELLCOTT STATION LLC, a New York limited liability company with offices at One Batavia City Centre, Batavia, New York 14020

Grantee,

WITNESSETH that Grantor, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by Grantee, does hereby release and quitclaim unto Grantee, their distributees and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York commonly known as Tax Parcel No. 84.015-1-4 and as more particularly described in the attached Schedule A.

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

This deed is being recorded to correct, amend, confirm and supplement a deed dated May 26, 2016 and recorded November 18, 2016 in the Genesee County Clerk's office as Instrument No. DE2016-963 and to include the following restrictive covenants which were inadvertently omitted from the above deed.

This conveyance is made and accepted subject to the following restrictive covenants and conditions, collectively, the "Restrictive Conditions."

- (i) For a period of five (5) years, which period shall begin to run upon the earlier of (a) a conveyance of the Premises to a third party by Grantee or (b) the transfer of any or all of the membership/ownership interest in the Grantee to a third party ("Restrictive Period"), there shall be no sale, transfer or conveyance of the Premises nor a sale, transfer or conveyance of any or all of the membership/ownership interest in the Grantee, without the express written approval of BDC. For purposes of this section, a conveyance shall not include a lease of the Premises or an institutional mortgage for

purposes of improving the Premises. This condition shall by its terms expire on the fifth anniversary of the Restrictive Period, and shall be of no further force and effect.

(ii) In the event that Grantee or its successor fails to develop the Premises ("Project") pursuant to the Development Agreement effective April 15, 2016 by and between BDC, ESL, Savarino Companies, LLC (or an affiliate, entity affiliate formed on its behalf) ("Development Agreement") or abandons the Project prior to issuance of a Certificate of Occupancy or other applicable municipal approval, or otherwise fails to complete the Project, title to the Premises shall revert to the Batavia Development Corporation upon the filing of an affidavit signed by an officer of BDC attesting to the fact that the Board of BDC has properly passed a resolution certifying that such default has occurred, and Grantee for itself and on behalf of its successors shall, immediately upon demand by BDC, execute and deliver any and all documents required to effectuate said reverter. Notwithstanding the foregoing, this subsection shall be subordinate to: (i) any institutional mortgage that is obtained for the sole purpose of improving the Premises for purposes of undertaking the Project and (ii) subject to the consent of the BDC, said consent to not be unreasonably withheld, to an identified investor/lender provided such proceeds invested by, or loaned by, such an identified investor/lender are for purposes of improving the Premises for purposes of undertaking the Project. Upon the issuance of a Certificate of Occupancy, this reversionary interest shall be extinguished.

The Restrictive Conditions shall run with the land, and shall bind and inure to the benefit of the Grantee and Grantor, and their respective successors and assigns, and until such time as the covenants are no longer in effect as set forth herein. It is intended that the restrictions and obligations set forth herein shall be construed as both covenants and conditions that run with the land and are affirmatively enforceable against the land, and shall continue to be charges and encumbrances appertaining to and upon, and benefiting, binding and running with the land and any part thereof. Nothing contained in these restrictions shall be deemed to be a gift or dedication of any portion of the land to the general public purpose whatsoever, it being the intention that Restrictive Conditions shall be strictly limited to and for the purposes expressed herein.

Except as otherwise expressly set forth herein, the Restrictive Conditions, may be released, extinguished, amended, waived or modified only by an instrument in recordable form, executed by the then current owners of the property which is burdened by restrictions and conditions and the Batavia Development Corporation. Notwithstanding the foregoing, invalidation by any judgment or court order of any one or more provision contained herein shall in no way affect any other provisions hereof, and all such provisions not so affected shall thereafter remain in full force and effect.

Tax Account No. 84.015-1-4

Property and
Tax Billing Address: Ellicott Street, Batavia, NY 14020

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 Grantee, their distributees and assigns forever.

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

This conveyance is not intended to defraud creditors and will not render Grantor insolvent.

The words "Grantor and Grantee" shall be construed as if they read "Grantors and Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have executed this indenture as of the day and year first above written.

IN PRESENCE OF:

BATAVIA DEVELOPMENT CORPORATION

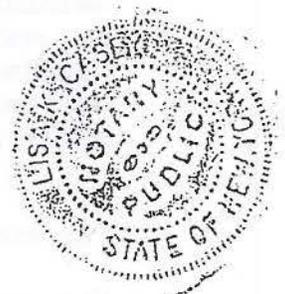
By: Pierluigi Cipollone
PIERLUIGI CIPOLLONE, President

ELLICOTT STATION, LLC

By: Julie Pacatte
JULIE PACATTE, Manager

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/20 20

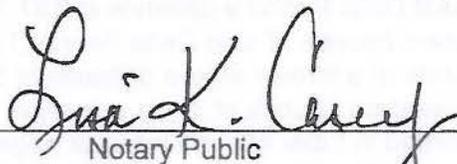
Acknowledgements to follow



STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On the 28 day of December, 2017, before me, personally appeared **PIERLUIGI CIPOLLONE**, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2020

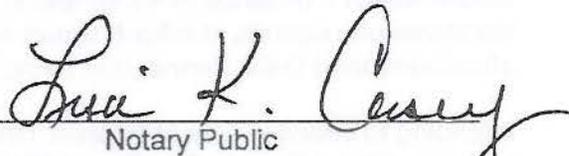


Notary Public

STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On the 28 day of December, 2017, before me, personally appeared **JULIE PACATTE**, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2020



Notary Public



Schedule A

Parcel "E" (84.015-1-4)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee, State of New York, being part of Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point on the southwesterly boundary line of Ellicott Street (99.5' wide), distant 441.42 feet from the easterly line of Evans Street (49.5' wide), said point also being the intersection of the southwesterly boundary line of said Ellicott Street and the easterly bounds of lands conveyed to Peter Della Penna by Warranty Deed recorded in Liber 496 of Deeds at page 343; Thence (1) S 33 degrees 28' 25" W along the bounds of said Della Penna a distance of 197.77 feet to a point, said point being located on the eastern bounds of said Della Penna; Thence (2) S 56 degrees 31' 35" E along the south bounds of a former alley a distance of 5.83 feet to a point, said point being located on the western bounds of lands conveyed to Raymond S. Zigrossi by a Warranty Deed recorded in Liber 450 of Deeds at page 472, and also being located on the western bounds of lands conveyed to Ellicott Holding, LLC by Warranty Deed recorded in Liber 882 of Deeds at page 659; Thence (3) northeasterly along the western bounds of said Zigrossi and Ellicott Holdings, LLC, and along the eastern bounds of a former alley a distance of 173.18 feet to a point, said point being located on the western bounds of said Zigrossi and Ellicott Holding, LLC; Thence (4) S 79 degrees 24' 35" E along the south bounds of land described in a Warranty Deed to the Tonawanda Railroad Company recorded in Liber 64 of Deeds at page 188 a distance of 45 feet to a point on the southwesterly bounds of Ellicott Street, said point being measured 262.15 feet from the intersection of the southwesterly boundary line of Ellicott Street and the western bounds of Jackson Street; Thence (5) northwesterly along the southwesterly bounds of Ellicott Street a distance of 43.48 feet to a point, said point being located on the southwesterly bounds of Ellicott Street where it intersects the east bounds of the aforementioned Della Penna, and being the point or place of beginning.

Intending to describe City of Batavia Tax Parcel #84.015-1-4 and being all lands between City of Batavia Tax Parcel #84.015-1-2 and Tax Parcel #84.015-1-5.



GENESEE COUNTY - STATE OF NEW YORK
MICHAEL T. CIANFRINI, COUNTY CLERK
15 MAIN STREET, BATAVIA, NEW YORK 14020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: DE2017-2049

Receipt#: 28943
Clerk: NYGEFEE
Rec Date: 12/29/2017 01:37:27 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 8
Rec'd Frm: CROSSROADS ABSTRACT

Party1: BATAVIA DEVELOPMENT CORPORATION
Party2: ELLICOTT STATION LLC
Town: BATAVIA CITY

Recording:

Cover Page	5.00
Recording Fee	55.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Cross References	0.50
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 335.50

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 335.50

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 745
Transfer Tax
Consideration: 1.00

Total: 0.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Michael T. Cianfrini

Michael T. Cianfrini
Genesee County Clerk

Record and Return To:

CROSSROADS ABSTRACT
BOX

Correcting and Confirmatory Deed

THIS INDENTURE, made the 28th day of December, Two Thousand and Seventeen

BETWEEN

BATAVIA DEVELOPMENT CORPORATION, a municipal corporation with offices at One Batavia City Centre, Batavia, New York 14020 ("**BDC**")

Grantor,

and

ELLICOTT STATION, LLC, a New York limited liability company with offices at One Batavia City Centre, Batavia, New York 14020 ("**ESL**")

Grantee,

WITNESSETH that Grantor, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by Grantee, does hereby release and quitclaim unto Grantee, their distributees and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York commonly known as 40 Ellicott Street, Batavia, New York, Tax Parcel No. 84.015-1-2, 56-70 Ellicott Street, Batavia, New York, Tax Parcel No. 84.015-1-5 and two commercial vacant lots on Ellicott Street, Tax Parcel No. 84.015-1-37.311 and 84.015-1-37.312 and as more particularly described in the attached Schedule A ("Premises").

Subject to all covenants, easements and restrictions of record affecting said Premises.

This deed is being recorded to correct, amend, confirm and supplement a deed dated May 26, 2016 and recorded November 18, 2016 in the Genesee County Clerk's as instrument No. DE2016-962 and to include the following restrictive covenants which were inadvertently omitted from the above deed.

This conveyance is made and accepted subject to the following restrictive covenants and conditions, collectively, the "Restrictive Conditions."

- (i) For a period of five (5) years, which period shall begin to run upon the earlier of (a) a conveyance of the Premises to a third party by Grantee or (b) the transfer of any or all of the membership/ownership interest in the Grantee to a third

party ("Restrictive Period"), there shall be no sale, transfer or conveyance of the Premises nor a sale, transfer or conveyance of any or all of the membership/ownership interest in the Grantee, without the express written approval of BDC. For purposes of this section, a conveyance shall not include a lease of the Premises or an institutional mortgage for purposes of improving the Premises. This condition shall by its terms expire on the fifth anniversary of the Restrictive Period, and shall be of no further force and effect.

(ii) In the event that Grantee or its successor fails to develop the Premises ("Project") pursuant to the Development Agreement effective April 15, 2016 by and between BDC, ESL, Savarino Companies, LLC (or an affiliate, entity affiliate formed on its behalf) ("Development Agreement") or abandons the Project prior to issuance of a Certificate of Occupancy or other applicable municipal approval, or otherwise fails to complete the Project, title to the Premises shall revert to the Batavia Development Corporation upon the filing of an affidavit signed by an officer of BDC attesting to the fact that the Board of BDC has properly passed a resolution certifying that such default has occurred, and Grantee for itself and on behalf of its successors shall, immediately upon demand by BDC, execute and deliver any and all documents required to effectuate said reverter. Notwithstanding the foregoing, this subsection shall be subordinate to: (i) any institutional mortgage that is obtained for the sole purpose of improving the Premises for purposes of undertaking the Project and (ii) subject to the consent of the BDC, said consent to not be unreasonably withheld, to an identified investor/lender provided such proceeds invested by, or loaned by, such an identified investor/lender are for purposes of improving the Premises for purposes of undertaking the Project. Upon the issuance of a Certificate of Occupancy, this reversionary interest shall be extinguished.

The Restrictive Conditions shall run with the land, and shall bind and inure to the benefit of the Grantee and Grantor, and their respective successors and assigns, and until such time as the covenants are no longer in effect as set forth herein. It is intended that the restrictions and obligations set forth herein shall be construed as both covenants and conditions that run with the land and are affirmatively enforceable against the land, and shall continue to be charges and encumbrances appertaining to and upon, and benefiting, binding and running with the land and any part thereof. Nothing contained in these restrictions shall be deemed to be a gift or dedication of any portion of the land to the general public purpose whatsoever, it being the intention that Restrictive Conditions shall be strictly limited to and for the purposes expressed herein.

Except as otherwise expressly set forth herein, the Restrictive Conditions, may be released, extinguished, amended, waived or modified only by an instrument in recordable form, executed by the then current owners of the property which is burdened by restrictions and conditions and the Batavia Development Corporation. Notwithstanding the foregoing, invalidation by any judgment or court order of any one or more provision contained herein shall in no way affect any other provisions hereof, and all such provisions not so affected shall thereafter remain in full force and effect.

Tax Account No. 84.015-1-2, 84.015-1-5, 84.015-1-37.311, 84.015-1-37.312

Property and
Tax Billing Address: 40 Ellicott Street and 56-70 Ellicott Street, Batavia, NY 14020

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 Grantee, their distributees and assigns forever.

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

This conveyance is not intended to defraud creditors and will not render Grantor insolvent.

The words "Grantor and Grantee" shall be construed as if they read "Grantors and Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have executed this indenture as of the day and year first above written.

IN PRESENCE OF:

BATAVIA DEVELOPMENT CORPORATION

By: Pierluigi Cipollone
PIERLUIGI CIPOLLONE, PRESIDENT

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/20 20

ELLICOTT STATION, LLC

By: Julie Pacatte
JULIE PACATTE, MANAGER

Acknowledgements to follow



STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On the 28 day of December, 2017, before me, personally appeared **PIERLUIGI CIPOLLONE**, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2020

Lisa K. Casey

Notary Public

STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On the 28 day of December, 2017, before me, personally appeared **JULIE PACATTE**, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Genesee County
Commission Expires 11/19/2020

Lisa K. Casey

Notary Public



Schedule A

PARCEL "A" (84.015-1-5)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee, State of New York, being part of Village Lots 19, 21 and 23 bounded and described as follows:

BEGINNING at the intersection of the south line of Ellicott Street with the west line of Jackson Street: thence westerly along the south line of Ellicott Street, 262.15 feet; thence North 79° 24' 35" West, a distance of 44.24 feet to the center line of a 16.5 foot wide alley; thence southerly along said center line, 173 feet to the south line of a 33 foot alley; thence south 75° 03' 42" East, a distance of 133.45 feet to the center line of a 16.5 foot wide alley; thence South 45° East, a distance of 8.25 feet; thence South 76° 54' 41" East, a distance of 116.63 feet to the west line of a 16.5 foot wide alley; thence South 68° 52' 45" East, a distance of 9.02 feet to the center line of said alley; thence South 76° 59' 45" East, a distance of 92.26 feet to the west line of Jackson Street; thence northerly along said west line, 20 feet to the point of beginning.

Parcel "B" (84.015-1-37.312)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Original Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's survey, and described as follows:

BEGINNING at a point on the westerly street line of Jackson Street at a distance of 19.55' southerly from the intersection of the westerly street line of Jackson Street and the southerly street line of Ellicott Street; Thence South 01°-25'-00" West, along the westerly street line of Jackson Street, a distance of 38.44' to a point, said point being the northeasterly corner of land conveyed to The Salvation Army at Liber 507 of Deeds, page 338; Thence the following courses along the northerly line of The Salvation Army lands: 1) South 84°-12'-44" West, 180.04' to a point; 2) South 05°-47'-16" East, 15.78' to a point; 3) South 84°-12'-44" West, 15.00' to a point; 4) North 80°-51'-12" West, 38.09' to a point; 5) South 83°-33'-23" West, 137.35' to a point; Thence North 04°-43'-03" East, a distance of 102.85' to a point, said point being the southwesterly corner of land conveyed to Raymond S. Zigrossi at Liber 450 of Deeds, at page 472; Thence the following courses along the southerly line of Zigrossi lands: 1) South 86°-12'-26" East, 134.75' to a point; 2) South 56°-38'-11" East, 8.25' to a point; 3) South 88°-41'-38" East, 116.81' to a point; 4) South 73°-29'-40" East, 13.79' to a point; 5) North 89°-33'-16" East, 87.69' to the point of beginning.

Parcel "C" (84.015-1-37.311)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Original Village Lots Nos. 19, 21, and 23, Township 12, Range 1 of the Holland Land Company's Survey, and described as follows:

BEGINNING at a point on the easterly street line of Evans Street, said point being 577.20' southerly from the intersection of the easterly street line of Evans Street and the southerly highway boundary of Ellicott Street, said point also being the southwest corner of land conveyed to Benny P. Potrzebowski at Liber 427 of Deeds, page 40; Thence N 79°-27'-35" E, along the south line of Potrzebowski a distance of 179.98' to a point, said point being the southeast corner of Potrzebowski and the southerly corner of land conveyed to David and Georgia Larocco at Liber 493 of Deeds, page 142; Thence N 00°-36'-34" E, along Larocco's line, a distance of 35.18' to a point; Thence N 82°-20'-14" E, along Larocco's line, a distance of 158.21' to a point, said point being the southeast corner of Larocco lands; Thence N 01°-30'-46" E, along the east line of Larocco lands, a distance of 10.83' to a point, said point being the southwest corner of land conveyed to Peter Della Penna at Liber 496 of Deeds, page 343; Thence N 77°-06'-22" E, along the south line of Della Penna lands, a distance of 81.71' to a point; Thence N 70°-27'-24" E, along the south line of Della Penna lands, a distance of 45.00' to a point, said point being the southeast corner of Della Penna lands; Thence S 04°-43'-03" W, a distance of 102.85' to a point on the northerly line of land conveyed to The Salvation Army at Liber 507 of Deeds, page 338; Thence S 82°-16'-30" W along the northerly line of the Salvation Army lands and the northerly line of land conveyed to the Hunting Company at Liber 444 of Deeds, page 242, a distance of 140.75' to a point; Thence S 03°-34'-46" W, along the Hunting Company's line, a distance of 5.47' to a point; Thence S 80°-50'-26" W, along the Hunting Company's line, a distance of 87.55' to a point; Thence southwesterly, along the Hunting Company's line and a curve to the left with a radius of 955.00' an arc distance of 250.58' to a point; Thence N 56°-12'-13" W, along the Hunting Company's line a distance of 10.11' to a point on the easterly street line of Evans Street, said point being the northwesterly corner of the Hunting Company's land; Thence N 19°-27'-49" E, along the easterly street line of Evans Street, a distance of 78.04' to the point of beginning.

Parcel "D" (84.015-1-2)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southerly line of Ellicott Street with the easterly line of Evans Street; thence southeasterly along the southerly line of Ellicott Street a distance of 226.04' to a point, said point being the northeasterly corner of an alley owned by the City of Batavia, said point also being the true point of beginning for the parcel to be described; thence South 56° 31' 35" East continuing along the southerly line of Ellicott Street a distance of 215.38' to a point; thence South 33° 28' 25" West a

distance of 197.77' to a point; thence South 56° 31' 35" East a distance of 5.83' to a point on the northwesterly line of land conveyed to Peter R. Della Penna by deed recorded in the Genesee County Clerk's Office in Liber 585 of deeds at page 310; thence South 70° 27' 24" West along the said northwesterly line of Della Penna's land a distance of 45.00' to a point; thence South 77° 06' 22" West continuing along the northwesterly line of said Della Penna's land a distance of 81.71' to a point on the easterly line of land conveyed to J Enterprises of Batavia, LLC, by deed recorded in the Genesee County Clerk's Office in Liber 775 of deeds at page 137; thence North 01° 30' 46" East along the said easterly line of J Enterprises of Batavia, LLC's land a distance of 108.21' to a point; thence North 56° 38' 11" West along the northerly line of said J Enterprises of Batavia, LLC's land a distance of 80.09' to a point; thence North 33° 21' 47" East a distance of 3.00' to a point at the southeasterly corner of the alley owned by the City of Batavia as aforementioned; thence North 33° 21' 47" East along the said alley a distance of 201.20' to the southerly line of Ellicott Street and the point and place of beginning.

NY Deed-Quit Claim

THIS INDENTURE, made the 4 day of ~~April~~^{May}, Two Thousand and Sixteen

BETWEEN

THE CITY OF BATAVIA, a municipal corporation having its principal office
at One Batavia City Centre, Batavia, New York 14020
Grantor,

and

BATAVIA DEVELOPMENT CORPORATION, a municipal corporation with
offices at One Batavia City Centre, Batavia, New York 14020
Grantee,

WITNESSETH that Grantor, in consideration of One Dollar (\$1.00) lawful money
of the United States, paid by Grantee, does hereby release and quitclaim unto Grantee,
their distributees and assigns forever:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County
of Genesee and State of New York commonly known as 40 Ellicott Street, Batavia, New
York, Tax Parcel No. 84.015-1-2, 56-70 Ellicott Street, Batavia, New York, Tax Parcel
No. 84.015-1-5 and two commercial vacant lots on Ellicott Street, Tax Parcel No.
84.015-1-37.311 and 84.015-1-37.312 and as more particularly described in the
attached Schedule A..

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

Being and intending to convey the same premises and more as conveyed to the
Grantor by deed recorded in the Genesee County Clerk's Office in Liber 918 of Deeds,
page 415.

Tax Account No. 84.015-1-2, 84.015-1-5, 84.015-1-37.311, 84.015-1-37.312

Property and

Tax Billing Address: 40 Ellicott Street and 56-70 Ellicott Street, Batavia, NY 14020

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 Grantee, their distributees and assigns forever.

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

This conveyance is not intended to defraud creditors and will not render Grantor insolvent.

The words "Grantor and Grantee" shall be construed as if they read "Grantors and Grantees" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

THE CITY OF BATAVIA

By: Eugene Jankowski, Jr.
Eugene Jankowski, Jr.
City Council President

STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On the 4 day of ^{May}~~April~~, 2016, before me, personally appeared **Eugene Jankowski, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LISA K. CASEY
Notary Public, State of New York
No. 01CA6272329
Qualified in Monroe County
Commission Expires 11/19/2016
Also Filed in Genesee County

Lisa K. Casey
Notary Public

Schedule A

PARCEL "A" (84.015-1-5)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee, State of New York, being part of Village Lots 19, 21 and 23 bounded and described as follows:

BEGINNING at the intersection of the south line of Ellicott Street with the west line of Jackson Street: thence westerly along the south line of Ellicott Street, 262.15 feet; thence North 79° 24' 35" West, a distance of 44.24 feet to the center line of a 16.5 feet wide alley; thence southerly along said center line, 173 feet to the south line of a 33 foot alley; thence south 75° 03' 42" East, a distance of 133.45 feet to the center line of a 16.5 foot wide alley; thence South 45° East, a distance of 8.25 feet; thence South 76° 54' 41" East, a distance of 116.63 feet to the west line of a 16.5 foot wide alley; thence South 68° 52' 45" East, a distance of 9.02 feet to the center line of said alley; thence South 76° 59' 45" East, a distance of 92.26 feet to the west line of Jackson Street; thence northerly along said west line, 20 feet to the point of beginning.

Parcel "B" (84.015-1-37.312)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Original Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's survey, and described as follows:

BEGINNING at a point on the westerly street line of Jackson Street at a distance of 19.55' southerly from the intersection of the westerly street line of Jackson Street and the southerly street line of Ellicott Street; Thence South 01°-25'-00" West, along the westerly street line of Jackson Street, a distance of 38.44' to a point, said point being the northeasterly corner of land conveyed to The Salvation Army at Liber 507 of Deeds, page 338; Thence the following courses along the northerly line of The Salvation Army lands: 1) South 84°-12'-44" West, 180.04' to a point; 2) South 05°-47'-16" East, 15.78' to a point; 3) South 84°-12'-44" West, 15.00' to a point; 4) North 80°-51'-12" West, 38.09' to a point; 5) South 83°-33'-23" West, 137.35' to a point; Thence North 04°-43'-03" East, a distance of 102.85' to a point, said point being the southwesterly corner of land conveyed to Raymond S. Zigrossi at Liber 450 of Deeds, at page 472; Thence the following courses along the southerly line of Zigrossi lands; 1) South 86°-12'-26" East, 134.75' to a point; 2) South 56°-38'-11" East, 8.25' to a point; 3) South 88°-41'-38" East, 116.81' to a point; 4) South 73°-29'-40" East, 13.79' to a point; 5) North 89°-33'-16" East, 87.69' to the point of beginning.

Parcel "C" (84.015-1-37.311)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Original Village Lots Nos. 19, 21, and 23, Township 12, Range 1 of the Holland Land Company's Survey, and described as follows:

BEGINNING at a point on the easterly street line of Evans Street, said point being 577.20' southerly from the intersection of the easterly street line of Evans Street and the southerly highway boundary of Ellicott Street, said point also being the southwest corner of land conveyed to Benny P. Potrzebowski at Liber 427 of Deeds, page 40; Thence N 79°-27'-35" E, along the south line of Potrzebowski a distance of 179.98' to a point, said point being the southeast corner of Potrzebowski and the southerly corner of land conveyed to David and Georgia Larocco at Liber 493 of Deeds, page 142; Thence N 00°-36'-34" E, along Larocco's line, a distance of 35.18' to a point; Thence N 82°-20'-14" E, along Larocco's line, a distance of 158.21' to a point, said point being the southeast corner of Larocco lands; Thence N 01°-30'-46" E, along the east line of Larocco lands, a distance of 10.83' to a point, said point being the southwest corner of land conveyed to Peter Della Penna at Liber 496 of Deeds, page 343; Thence N 77°-06'-22" E, along the south line of Della Penna lands, a distance of 81.71' to a point; Thence N 70°-27'-24" E, along the south line of Della Penna lands, a distance of 45.00' to a point, said point being the southeast corner of Della Penna lands; Thence S 04°-43'-03" W, a distance of 102.85' to a point on the northerly line of land conveyed to The Salvation Army at Liber 507 of Deeds, page 338; Thence S 82°-16'-30" W along the northerly line of the Salvation Army lands and the northerly line of land conveyed to the Hunting Company at Liber 444 of Deeds, page 242, a distance of 140.75' to a point; Thence S 03°-34'-46" W, along the Hunting Company's line, a distance of 5.47' to a point; Thence S 80°-50'-26" W, along the Hunting Company's line, a distance of 87.55' to a point; Thence southwesterly, along the Hunting Company's line and a curve to the left with a radius of 955.00' an arc distance of 250.58' to a point; Thence N 56°-12'-13" W, along the Hunting Company's line a distance of 10.11' to a point on the easterly street line of Evans Street, said point being the northwesterly corner of the Hunting Company's land; Thence N 19°-27'-49" E, along the easterly street line of Evans Street, a distance of 78.04' to the point of beginning.

Parcel "D" (84.015-1-2)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being part of Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the intersection of the southerly line of Ellicott Street with the easterly line of Evans Street; thence southeasterly along the southerly line of Ellicott Street a distance of 226.04' to a point, said point being the northeasterly corner of an alley owned by the City of Batavia, said point also being the true point of beginning for the parcel to be described; thence South 56° 31' 35" East continuing along the southerly line of Ellicott Street a distance of 215.38' to a point; thence South 33° 28' 25" West a

distance of 197.77' to a point; thence South 56° 31' 35" East a distance of 5.83' to a point on the northwesterly line of land conveyed to Peter R. Della Penna by deed recorded in the Genesee County Clerk's Office in Liber 585 of deeds at page 310; thence South 70° 27' 24" West along the said northwesterly line of Della Penna's land a distance of 45.00' to a point; thence South 77° 06' 22" West continuing along the northwesterly line of said Della Penna's land a distance of 81.71' to a point on the easterly line of land conveyed to J Enterprises of Batavia, LLC, by deed recorded in the Genesee County Clerk's Office in Liber 775 of deeds at page 137; thence North 01° 30' 46" East along the said easterly line of J Enterprises of Batavia, LLC's land a distance of 108.21' to a point; thence North 56° 38' 11" West along the northerly line of said J Enterprises of Batavia, LLC's land a distance of 80.09' to a point; thence North 33° 21' 47" East a distance of 3.00' to a point at the southeasterly corner of the alley owned by the City of Batavia as aforementioned; thence North 33° 21' 47" East along the said alley a distance of 201.20' to the southerly line of Ellicott Street and the point and place of beginning.



LIBER 918 PAGE 411
Office of the Genesee County Clerk
Michael T. Cianfrini, County Clerk

DOCUMENT # 593

E-Mail: coclerk@co.genesee.ny.us
Website: www.co.genesee.ny.us
Regular Mail Address:
PO Box 379
Batavia, N.Y. 14021-0379

Phone: 585-344-2550 ext 2242
Fax: 585-344-8521
Shipping & Express Mail Address:
County Bldg #1, 15 Main Street
Batavia, N.Y. 14020

RETT: 827 \$.00
02/01/2016 02:43:29 P.M.
RECEIPT: 1516 FEE: \$315.00
GENESEE COUNTY CLERK
LIBER: 918 PAGE: 411

Type/Print LEGIBLY - Black Ink: After Recordation Return this Document to:

George S. VanNest, Esq.
50 Fountain Plaza Ste 320
Buffalo NY 14202

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 Office Box Courier
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This Document Was Recorded By: _____

THE SPACE BELOW IS RESERVED FOR THE COUNTY CLERK REQUIRED RECORDING INFORMATION

DOCUMENT TYPE Deed

TAX DISTRICT Batavia / City # Pages to Validate 4

MORTGAGE RECORDING TAX RECEIPT

CROSS REFERENCES

Total Amount Secured By Mortgage:

\$ _____*	BASIC	\$ _____	~L _____ P _____ Yr _____
	LOCAL	\$ _____	~L _____ P _____ Yr _____
<input type="checkbox"/> 1-2 Family Clause Applicable	ADDTL	\$ _____	~L _____ P _____ Yr _____
<input type="checkbox"/> Mortgage Tax Affidavit Attached	SPECIAL	\$ _____	~L _____ P _____ Yr _____
<input type="checkbox"/> To be Apportioned			~L _____ P _____ Yr _____
<input type="checkbox"/> Mortgage Tax Exempt			
<input type="checkbox"/> Recapture Obligation Included *			

TOTAL TAX \$ _____

State of New York)
County of Genesee)

I do hereby certify that I have received the amounts cited above on the within Mortgage, being the amount of the Recording Tax imposed thereon and paid at the time of recording.

Michael T. Cianfrini Genesee County Clerk

DO NOT DETACH THIS PAGE FROM THE DOCUMENT:

This page constitutes the County Clerk's Endorsement as Required by Section 319 of the Real Property Law of New York State.

Michael T. Cianfrini Genesee County Clerk

THIS SPACE RESERVED FOR COUNTY CLERK NOTES

40 Ellcott St

LIBER 918 PAGE 412

811-210

DEED

*Return to:
George S. Van Nest Esq.
Udelsberg & Peaslee LLP
50 Fountain Plaza
Suite 320
Buffalo NY 14202*

THIS INDENTURE, made the 1 day of February, Two Thousand and Sixteen, between HEIDI J. PARKER, as City Clerk for the City of Batavia, New York, with offices at One City Centre, City of Batavia, New York, party of the first part; and THE CITY OF BATAVIA, a municipal corporation having its principal office at One Batavia City Centre, in the City of Batavia, County of Genesee, and State of New York, party of the second part.

WITNESSETH:

WHEREAS, an action entitled "IN THE MATTER OF FORECLOSURE OF TAX LIENS PURSUANT TO ARTICLE 11, TITLE 3, OF THE REAL PROPERTY TAX LAW BY THE CITY OF BATAVIA, NEW YORK, Index No. 64502, was brought in the Genesee County Court by the City of Batavia for the foreclosure of Certain tax liens, by the filing of a list of delinquent taxes in the office of the County Clerk of the County of Genesee, New York, on July 10, 2015, and by the publication and posting of a public notice of foreclosure in proper form dated July 10, 2015, and the mailing of the notice to owners of all property affected and other interested persons; and

WHEREAS, at a Special Term of County Court held in and for the County of Genesee in Chambers in the City of Batavia, New York, on January 27, 2016 a judgment as rendered, wherein it was, among other things, ordered, adjudged and decreed by the Court that the party of the first part, as Clerk-Treasurer and Tax Collector of the City of Batavia should execute and deliver to the party of the second part a deed to the certain parcels and tracts of land hereinafter more specifically described; and

WHEREAS, the judgment was entered in the Genesee County Clerk's Office on January 29, 2016.

NOW, THEREFORE, the party of the first part, by virtue of and in pursuance of the aforesaid judgment and the statutes in such cases made and provide, and for and in consideration of the sum of One Dollar (\$1.00) to her in hand paid, thereby acknowledged, and other good and valuable considerations, does hereby grant and convey unto the party of the second part, its successors and assigns a full and complete title in and to the following premises:

Peter Della Penna
40 Ellicott Street, Batavia, New York
(Tax Parcel No. 84.015-1-2); and as more particularly described on the attached Schedule A.

TO HAVE AND TO HOLD, all and singular, the premises above mentioned and described, and hereby conveyed, unto the party of the second part, its successor and assigns, forever.

SIP 810

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

IN PRESENCE OF:

Heidi J. Parker
Heidi J. Parker,
City Clerk, City of Batavia

STATE OF NEW YORK
COUNTY OF GENESEE SS.:

On this 1ST day of February, 2016, before me personally came HEIDI J. PARKER, known to me to be the CITY CLERK of the City of Batavia and the same person who executed the foregoing instrument; and that she acknowledged that she executed the foregoing instrument on behalf of the City of Batavia as said CITY CLERK and pursuant to the authority vested in her by resolution of the City of Batavia City Council.

Vickie M. Klein
Notary Public

Vickie M Klein
Notary Public, State of New York
No. 01KL6193928
Qualified in Genesee County
Commission Expires 9/22/2016

Schedule A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Batavia, County of Genesee and State of New York, being a part of Lots 21 and 23, Township 12, Range 1 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point on the southwesterly boundary line of Ellicott Street (99.5' wide), distant 225.85 feet from the easterly line of Evans Street (49.5' wide) measured along the said southwesterly line of Ellicott Street; thence running (1) Southeasterly along the said southwesterly line of Ellicott Street, a distance of 215.08 feet to a point; running thence (2) southeasterly at right angles to the said southwesterly highway boundary line of Ellicott Street, a distance of 198.0 feet to an iron pipe; running thence (3) southeasterly on a line parallel to the said southwesterly boundary line of Ellicott Street, a distance of 5.17 feet to a concrete monument; running thence (4) southwesterly on a line forming an interior angle with course (3) herein of $52^{\circ} 53' 25''$ a distance of 45.0 feet to an iron pipe; running thence (5) southwesterly on a line forming an interior angle with course (4) herein of $173^{\circ} 21' 02''$, a distance of 81.71 feet to an iron pipe; running thence (6) northwesterly on a line forming an interior angle with course (5) herein of $75^{\circ} 35' 33''$, a distance of 108.21 feet to an iron pipe; running thence (7) southwesterly on a line forming an exterior angle with course (6) above of $121^{\circ} 51'$ a distance of 80.09 feet to an iron pipe; running thence (8) northeasterly along the easterly boundary line of an alley 16.5 feet wide, a distance of 201.0 feet to the point or place of beginning.

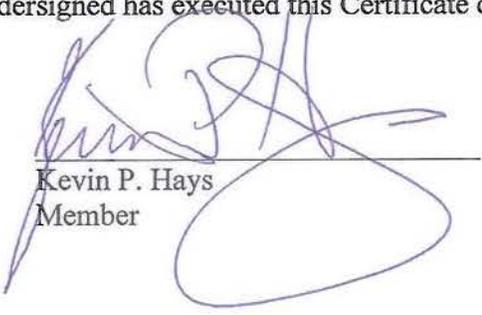
WRITTEN CONSENT

The undersigned, being a Member of Ellicott Station, LLC, does hereby certify as follows:

1. Ellicott Station, LLC is the Volunteer for both the Ellicott Station Site (DEC No. C819021), located at 40-52 Ellicott Street, Batavia, and the Ellicott Station East Site (DEC No. C819023), located at 56-70 Ellicott Street, Batavia (the "Sites").

2. The following person, Samuel J. Savarino, is a Member of Ellicott Station, LLC, and as such is authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Ellicott Station, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 9TH day of October, 2018.


Kevin P. Hays
Member