



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:

This amendment adds Commerce CRE, LLC, a New York limited liability company, as a new party to the Brownfield Cleanup Agreement (BCA) known by index number B8-08060904. Commerce CRE, LLC recently took title to the BCP Site (No. C828158) from existing BCA party Yaro Enterprises, Inc., after submission of the required Change of Use form to the DEC. Both entities are controlled by the same family. Yaro Enterprises, Inc. will remain as a party to the BCA.

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

Section I. Existing Agreement Information

BCP SITE NAME: 300 Commerce Drive

BCP SITE NUMBER: C828158

NAME OF CURRENT APPLICANT(S): Yaro Enterprises, Inc.

INDEX NUMBER OF EXISTING AGREEMENT: B8-08060904 DATE OF EXISTING AGREEMENT: 8/18/09

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

NAME Commerce CRE, LLC

ADDRESS 105 McLaughlin Road, Suite A

CITY/TOWN Rochester

ZIP CODE 14615

PHONE 909-921-7353

FAX 585-235-5608

E-MAIL yaroenterprises@gmail.com

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 Tony Kirik

ADDRESS 105 McLaughlin Road, Suite A

CITY/TOWN Rochester

ZIP CODE 14615

PHONE 909-921-7353

FAX 585-235-5608

E-MAIL yaroenterprises@gmail.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Ravi Engineering & Land Surveying, P.C.

ADDRESS 2110 S. Clinton Avenue, Suite 1

CITY/TOWN Rochester

ZIP CODE 14618

PHONE 585-223-3660

FAX 585-697-1764

E-MAIL lzicari@ravieng.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Paul Sylvestri, Esq.

ADDRESS 1600 Bausch & Lomb Place

CITY/TOWN Rochester

ZIP CODE 14604

PHONE 585-231-1194

FAX 585-232-2152

E-MAIL PSylvestri@hselaw.com

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:

The New Requestor, Commerce CRE, LLC, is a New York State limited liability company controlled by the same family as the existing BCA party, Yaro Enterprises, Inc.

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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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 **N/A - REQUESTOR IS SITE OWNER (SEE ATTACHED DEED)**

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.

☐ Yes ☐ No

Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.

☐ Yes ☐ 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.

☐ Yes ☐ No

2. Is the property upside down as defined below?

☐ Yes ☐ No

From ECL 27-1405(31):

"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.

3. Is the project an affordable housing project as defined below?

☐ Yes ☐ No

From 6 NYCRR 375- 3.2(a) as of August 12, 2016:

(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.

(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.

(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.

(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.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information

BCP SITE NAME: 300 Commerce Drive

BCP SITE NUMBER: C828158

NAME OF CURRENT APPLICANT(S): Yaro Enterprises, Inc.

INDEX NUMBER OF EXISTING AGREEMENT: B8-08060904

EFFECTIVE DATE OF EXISTING AGREEMENT: 8/18/2009

Declaration of Amendment:

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title Vice President) of (entity Commerce CRE, LLC); 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.

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

Date: 2/2/2021 Signature: 

Print Name: Tony Kirik

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 Vice President (title) of Yaro Enterprises, Inc. (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: 2/2/2021 Signature: Tony Kirik

Print Name: Tony Kirik

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☐

VOLUNTEER

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

Effective Date of the Original Agreement:

Signature by the Department:

DATED:

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: _____

Attachment to BCA Amendment Application Identifying Membership in the New Requestor,
Commerce CRE, LLC

The instructions to the BCA Amendment Application state that if the new Requestor is an LLC, the "members/owners names need to be provided on a separate attachment."

Yaroslav Kirik is the sole member of Commerce CRE, LLC, which is a New York State limited liability company.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through February 5, 2021.

Selected Entity Name: COMMERCE CRE, LLC

Selected Entity Status Information

Current Entity Name: COMMERCE CRE, LLC

DOS ID #: 5762102

Initial DOS Filing Date: JUNE 05, 2020

County: MONROE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

YAROSLAV KIRIK
105 MCLAUGHLIN ROAD
SUITE A
ROCHESTER, NEW YORK, 14615

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
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No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 12, 2020	Actual	COMMERCE CRE, LLC
JUN 05, 2020	Actual	COMMERECE CRE, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

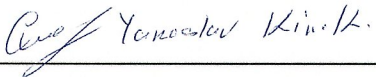
[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)
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RESOLVED, that Tony Kirik, Vice President of Yaro Enterprises, Inc. (Corporation) be hereby authorized and empowered to sign the Amendment to Brownfield Site Cleanup Agreement, Index # B8-806-09-04 (that concerns, at least in part, tax credit status and Certificate of Completion deadline) with the New York State Department of Conservation, in the name of and on behalf of the Corporation.

The undersigned hereby certifies that he is the duly qualified Secretary and the custodian of the books and records of the Corporation duly formed pursuant to the laws of the State of New York and that the foregoing is a true record of a resolution duly adopted at a meeting of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation on March 12, 2020 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above named Corporation this 16th day of July, 2020.

YARO ENTERPRISES, INC.



Yaroslav Kirik

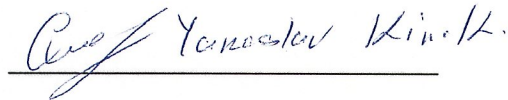
Secretary

RESOLVED, that Tony Kirik, Vice President of Commerce CRE, LLC (the Company) be hereby authorized and empowered to sign the Amendment to Brownfield Site Cleanup Agreement, Index # B8-0806-09-04 (which Amendment concerns the addition of Commerce CRE, LLC as a party to said Brownfield Site Cleanup Agreement) with the New York State Department of Environmental Conservation, in the name of and on behalf of the Company.

The undersigned hereby certifies that he is the duly qualified Secretary and the custodian of the books and records of the Company duly formed pursuant to the laws of the State of New York and that the foregoing is a true record of a resolution duly adopted at a meeting of the Company and that said meeting was held in accordance with state law and the Bylaws of the Company on Feb 2nd, 2021 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above named Company this 2nd day of February, 2021.

COMMERCE CRE, LLC

A handwritten signature in blue ink, appearing to read "Yaroslav Kirik", is written over a horizontal line.

Yaroslav Kirik

Secretary

Jamie Romeo, County Clerk

Monroe County Clerk

39 West Main Street

Rochester, NY 14614

Receipt #: 2545837
Transaction #: 8269445
Transaction Date: 11/12/2020 04:03:09 PM
Payment Comment:

Fees for: DEED OTHER

\$0.00

Book / Page: D 12421 0298**Instrument #:** 202011121418**Ref #:** TT0000007860**Recorded:** 11/12/2020 04:03:09 PM

YARO ENTERPRISES INC,

COMMERCE CRE LLC,

Recording Fee	\$26.00
Pages Fee	\$20.00
State Fee Cultural Education	\$14.25
State Fee Records Management	\$4.75
TP-584 Form Fee	\$5.00
RP-5217 County Fee	\$9.00
RP5217 State Equal Addit Fee	\$241.00

Total Charges for Transaction:

\$320.00

Payments Received:

Check (117613)	\$320.00
Change	\$0.00

Cashier: CT

RECORD AND RETURN TO:

Underberg & Kessler LLP
300 Bausch and Lomb Place
Rochester, New York 14604

WARRANTY DEED

THIS INDENTURE, made the 2nd day of November, 2020.

BETWEEN, YARO ENTERPRISES, INC., a New York corporation with an address of 105
McLaughlin Road, Suite A, Rochester, New York 14615;

party of the first part, and

COMMERCE CRE, LLC, a New York limited liability company with an address of
105 McLaughlin Road, Suite A, Rochester, New York 14615;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever the premises described as follows:

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being party of Town Lot 7, Range 5, Township 12, Range 7, the beginning point of which parcel is described by commencing at a point on the west line of West Henrietta Road where it is intersected by the southerly line of lands conveyed to the Rochester and Honeoye Valley Railroad Company by Deed recorded in the Monroe County Clerk's Office in Liber 487 of Deeds, page 125, which point is also the intersection of the north line of premises conveyed to Kheel Associates, Inc. by Deed recorded in Monroe County Clerk's Office in Liber 3303 of Deeds, page 22, with the west line of West Henrietta Road; thence south 21° 30' 00" west a distance of 391.40 feet to a point; thence north 68° 22' west a distance of 230.09 feet to a point; thence south 89° 08' west a distance of 96.76 feet to a point; thence westerly on the arc of a curve to the left having a radius of 738.94 feet a distance of 251.49 feet to a point; thence south 69° 36' 00" west a distance of 253.89 feet to a point; thence south 69° 33' 00" west a distance of 1753.66 feet to a point; thence westerly on the arc of a curve to the right having a radius of 378.60 feet a distance of 148.08 feet to a point; thence north 68° 01' 55" west a distance of 28.77 feet to a point; thence westerly on the arc of a curve to the left having a radius of 406.40 feet a distance of 167.58 feet to a point; thence south 88° 20' 29" west a distance of 1087.93 feet to a point; thence north 21° 20' 59" east a distance of 54.32 feet to the point and place of beginning of the parcel to be described; thence (1) running north 21° 20' 59" east a distance of 434.57 feet to a point; thence (2) running north 88° 20' 29" east a distance of 132.87 feet to a point; thence (3) running south 01° 39' 31" east a distance of 400.0 feet to a point; thence (4) running south 88° 20' 29" west a distance of 302.73 feet to the place of beginning.

Also an easement and right-of-way for ingress and egress from the premises above conveyed which easement and right-of-way is more particularly described as follows:

BEGINNING at a point which is the beginning point of course (1) of the parcel above described; thence (1) south 21° 20' 59" west a distance of 54.32 feet to a point; thence (2) north 88° 20' 29" east a distance of 1087.93 feet to a point; thence (3) easterly on the arc of a curve to the right having a radius of 406.40 feet a distance of 167.58 feet to a point; thence (4) south 68° 01' 55" east a distance of 28.77 feet to a point; thence (5) easterly on the arc of a curve to the left having a radius of 378.60 feet a distance of 148.08 feet to a point thence (6) north 89° 33' 00" east a distance of 1753.66 feet to a point; thence (7) north 69° 38' 00" east a distance of 253.89 feet to a point; thence (8) easterly on the arc of a curve to the right having a radius of 738.94 feet a distance of 251.49 feet to a point; thence (9) north 89° 08' east a distance of 96.76 feet to a point; thence (10) south 68° 22' east a distance of 230.09 feet to a point in the westerly line of West Henrietta Road; thence (11) north 21° 30' 00" east along the westerly line of West Henrietta Road a distance of 50 feet to a point; thence (12) north 68° 22' west a distance of 239.91 feet to a point; thence (13) south 89° 08' west a distance of 106.70 feet to a point; thence (14) westerly on the arc of a curve to the left having a radius of 788.94 feet a distance of 268.51 feet to a point; thence (15) south 69° 38' 00" west a distance of 245.11 feet to a point; thence (16) south 89° 33' 30" west a distance of 1744.88 feet to a point; thence (17) westerly along the arc of a curve to the right having a radius of 328.60 feet to a point; thence (18) north 68° 01' 55" west a distance of 28.77 feet to a point; thence (19) westerly on the arc of a curve to the left having a radius of 456.40 feet a distance of 188.20 feet to a point; thence (2) south 88° 20' 29" west a distance of 1066.69 feet to the place of beginning.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being part of Town Lot 7, Range 5, Township 12, Range 7, and more particularly bounded and described as follows: BEGINNING at the southwest corner of premises conveyed to F & H Products Corporation by deed recorded in the Monroe County Clerk's Office in Liber 3772 of Deeds, page 521; thence (1) running north 21° 20' 59" east along the westerly line of F & H Products Corporation a distance of 434.57 feet to the northwesterly corner thereof; thence (2) running south 88° 20' 29" west a distance of 76.05 feet to a point in the east line of Commerce Drive; thence (3) running south 21° 20' 59" west along the east line of said Commerce Drive a distance of 434.57 feet to a point in the north line of Commerce Drive; thence (4) running north 88° 20' 29" east a distance of 76.05 feet to the place of beginning.

EXCEPTING AND RESERVING from the premises first above described a triangular parcel in the southwest corner thereof which is more particularly described as follows: COMMENCING at a point in the southwest corner of the premises above conveyed; thence running northerly along the westerly line of the premises above conveyed a distance of 30 feet; thence running southeasterly making an interior angle with the last described course of 56° 30' 15" a distance of 33.11 feet to a point in the southerly line of the premises above conveyed which point is also the northerly line of Commerce Drive, a proposed street; thence running westerly along the southerly line of the premises first above described making an interior angle with the last described course of 56° 30' 15" a distance of 30 feet to the point and place of beginning, which line makes an interior angle with the first described course of 66° 59' 30".

ALSO, hereby conveying a non-exclusive easement and a non-exclusive right-of-way for ingress and egress from the premises above conveyed to and from West Henrietta Road over the easement areas described in the deed to F & H Products Corporation above referred to and over the following area: COMMENCING at the beginning point above described; thence (1) running south 88° 20' 29" west a distance of 76.05 feet to a point; thence (2) running north 21° 20' 59" east a distance of 434.57 feet to a point; thence (3) running south 88° 20' 59" west to a point 50 feet westerly

measured at right angles from course (2) described; thence (4) running south 21° 20' 59" west parallel with and 50 feet distant westerly measured at right angles from course (2) herein described to a point 50 feet southerly measured at right angles from the extension westerly of course (1) herein described; thence (5) running north 88° 20' 29" east parallel with and 50 feet southerly measured at right angles from course (1) herein described to the southwest corner of the easement area described in the deed above referred to; thence (6) north 21° 20' 59" east a distance of 54.32 feet to the point of beginning.

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

Being and hereby intending to convey the same premises conveyed to the party of the first part by deed dated January 9, 2008 and recorded January 18, 2008 in the Monroe County Clerk's Office in Book 10571 of Deeds at page 679.

TAX ACCOUNT NUMBER: 161.10-1-18

PROPERTY ADDRESS: 300 Commerce Drive, Town of Henrietta,
County of Monroe, and State of New York

TAX MAILING ADDRESS: 105 McLaughlin Road, Suite A, Rochester, New York 14615

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, its heirs or successors and assigns forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration for this conveyance 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 the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST: The party of the second part shall quietly enjoy the said premises;

SECOND: The party of the first part will forever warrant the title to said premises.

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

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year set forth in the acknowledgment and this Warranty Deed was delivered on this day and year first above written.

YARO ENTERPRISES, INC.

BY:

NAME: Yaroslav Kirik

ITS: President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 2nd day of November, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared YAROSLAV KIRIK, 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 has executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JUSTIN P. ALEXANDER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 02AL6307853
My Commission Expires ~~01-14-21~~

10-18-22