



April 30, 2018

VIA FEDEX

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

**RE: Change of Use and BCA Amendment
Former Labelon Corp. Facility
DEC Site No. C835016**

Dear Kelly:

Enclosed please find an original Change of Use and BCA Amendment form for the above-mentioned site, notifying the Department that the Site ownership has changed from ICM Properties, LLC to Canandaigua Crossroads, LLC, the Volunteer for the Site.

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

Sincerely,

KNAUF SHAW LLP

MELISSA M. VALLE



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 ownership has changed from ICM Properties, LLC to Canandaigua Crossroads, LLC, the Volunteer for the Site.

RECEIVED

MAY 02 2018

BUR. OF TECH. SUPPORT

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

Section I. Existing Application Information			
BCP SITE NAME: Former Labelon Corp. Facility		BCP SITE NUMBER: C835016	
NAME OF CURRENT APPLICANT(S): Canandaigua Crossroads, LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C835016-12		DATE OF EXISTING AGREEMENT: 1.25.11	
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)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Describe Requestor's Relationship to Existing Applicant:			

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) (owner is now 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

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: Former Labelon Corp. Facility	BCP SITE NUMBER: C835016
NAME OF CURRENT APPLICANT(S): Canandaigua Crossroads, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C835016-12-10	
EFFECTIVE DATE OF EXISTING AGREEMENT: 1.25.11	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<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 Attorney for (title) of Canandaigua Crossroads, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Alan J. Knauf's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/30/18 Signature: _____

Print Name: Alan J. Knauf

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:

Robert W. Schick, 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: _____

**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

I. Site Name: Former Labelon Corp. Facility **DEC Site ID No.** C835016

II. Contact Information of Person Submitting Notification:

Name: Alan J. Knauf, Esq. (attorney for Volunteer)

Address1: 1400 Crossroads Building

Address2: 2 State Street

Phone: 5855468430

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): 09/30/2016

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

The Site ownership has changed from ICM Properties, LLC to Canandaigua Crossroads, LLC, the
Applicant of the Site.

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).

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)

4/30/18
(Date)

Thomas E. Masaschi

(Print Name)

Address1: Canandaigua Crossroads, LLC, ATTN: Adam Driscoll

Address2: 620 Park Avenue, Suite 185, Rochester, NY 14607

Phone: _____ E-mail: adam@thepatriotcompanies.com

- 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)

4/30/18

(Date)

Thomas E. Masaschi

(Print Name)

Address1: Canandaigua Crossroads, LLC, ATTN: Adam Driscoll

Address2: 620 Park Avenue, Suite 185, Rochester, NY 14607

Phone: E-mail: adam@thepatriotcompanies.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: Thomas E. Masaschi

Address1: Canandaigua Crossroads, LLC, ATTN: Adam Driscoll

Address2: 620 Park Avenue, Suite 185, Rochester, NY 14607

Phone: E-mail: adam@thepatriotcompanies.com

Certifying Party Name: Thomas E. Masaschi

Address1: Canandaigua Crossroads, LLC, ATTN: Adam Driscoll

Address2: 620 Park Avenue, Suite 185, Rochester, NY 14607

Phone: E-mail: adam@thepatriotcompanies.com

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

Received From:
SILVER AND FELDMAN

Receipt #: 268015
Transaction #: 1815192
Payment Comment:

Fees for: DEED	\$720.00
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Book / Page: D 01371 0140 Control #: 201610030004 Ref #: TX 2016 000813 Recorded: 10/03/2016 08:52:16 AM

ICM PROPERTIES LLC CANANDAIGUA CROSSROADS LLC
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Total Charges for Transaction:	\$720.00
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Payments Received:	
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Check (61954)	\$720.00
Change	\$0.00

COPY
WARRANTY DEED

Ontario County Clerk's Office
Document Recorded

THIS INDENTURE made the 30 day of Sept October, 2016.

OCT 03 2016

BETWEEN **ICM Properties, LLC**, located at 15 Cairn Street, Rochester, New York 14611
Grantors

Lib 1371 Page 140

AND

Canandaigua Crossroads LLC, with offices at 2604 Elmwood Avenue, No. 352.
Rochester, New York 14618 - Grantees

WITNESSETH, that the Grantors, in consideration of One Dollar (\$1.00) and for such other good and valuable consideration paid by the Grantees, hereby grant and release unto the Grantees, their heirs or successors and assigns of the Grantees forever,

SEE ATTACHED SCHEDULE "A"

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

Being the same premises conveyed to the Grantors by Deed dated April 3, 2008, and recorded April 2, 2009 in the Ontario County Clerk's Office in Liber 1224 of deeds at page 458.

TAX ACCOUNT NO.: 84.09-2-23

TAX MAILING ADDRESS: 2604 Elmwood Ave., #352, Rochester, NY 14618
~~10 Chapin Street, Canandaigua, New York~~

PROPERTY ADDRESS: 10 Chapin Street, Canandaigua, New York

TOGETHER with the appurtenances and all the estate and rights of the Grantors in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantees, their heirs or successors and assigns of the Grantees forever, and the Grantors covenant as follows:

FIRST - the Grantees shall quietly enjoy the said premises;

SECOND - the Grantors will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this Deed so requires.

IN WITNESS WHEREOF, the Grantors have executed this Deed the day and year first above written.

IN PRESENCE OF:

ICM Properties, LLC

By: X

Gregory Stahl

STATE OF NEW YORK, COUNTY OF MONROE) SS.:

On the 30 day of Sept October, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory Stahl**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Richard T. Ciaccio
Notary Public

RICHARD T. CIACCIO
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Registration No. 02C14689880
Commission Expires September 30, 2017

Record & Return to: Canandaigua Crossroads
c/o 2604 Elmwood Ave., #352
Rochester, NY 14618

SCHEDULE "A"
LEGAL DESCRIPTION

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

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

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

Deeds at page 130; thence south seventy (70) degrees, twenty-nine (29) minutes, thirty (30) seconds west, in the northerly line of Chapin Street a distance of one hundred eighty-eight and eighty-five hundredths (188.85) feet to the southeasterly corner of lands conveyed by John J. Linder et al to Ellsworth S. Brown and wife by deed dated July 17, 1945, and recorded in Ontario County Clerk's Office in Liber 426 of Deeds at page 174; thence north nineteen (19) degrees, thirty-four (34) minutes west along the easterly line of said Brown's lands a distance of one hundred fourteen and ninety-hundredths (114.90) feet to the southwesterly corner of lands conveyed by E. Raymond Church, et al, to Ray O. Nicholson by deed dated April 13, 1944 and recorded in Ontario County Clerk's Office in Liber 414 of Deeds at page 131; thence north seventy-one (71) degrees, six (06) minutes east along the southerly line of said Nicholson's lands and the southerly line of the "Public Square", so called which was conveyed by Oliver Phelps and Nathaniel Gorham to the Supervisors of the County of Ontario by deed dated July 18, 1800 and recorded in the Ontario County Clerk's Office in Liber 7 of Deeds at page 16, a distance of one hundred eighty-eight and eighty-eight one hundredths (188.88) feet to the northwesterly corner of said lands of Katherine B. Perago and Edwin C. Perago; thence south nineteen (19) degrees, thirty-four (34) minutes east along the westerly line of said Perago's lands a distance of one hundred twelve and eighty-nine hundredths (112.89) feet to the north line of Chapin Street and the point of beginning, and containing four hundred fifty-eight thousandths (0.458) acres of land more or less according to a map of a survey dated October 13, 1945 made by Charles J. Brown, licensed Surveyor. Being the same property conveyed by Charles J. Briggs, trustee, etc., to Lester Boyce by deed dated July 26, 1950 and recorded in the Ontario County Clerk's Office July 31, 1950 in Liber 495 of Deeds at page 352, together with all right of way easements and subject to all right of way easements set forth in the deed from Spencerport Ordinance, Inc. to Velo-King Inc. recorded in the Ontario County Clerk's Office July 11, 1947 in Liber 448 of Deeds at page 270 and subject to the right of way from E. C. Brown Company and another to George T. Thompson Sons, Inc. recorded in the Ontario County Clerk's Office June 11, 1947 in Liber 446 of Deeds at page 573.

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

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

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