



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☐ Amendment to modify the existing BCA: [check one or more boxes below]

- ☐ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in Name of applicant(s)

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

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

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

☐ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [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)

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

This amendment is submitted to provide change of ownership information related to select parcels of the 31 Water Street property from that listed in the existing BCA and the two parcels connected with the 53 and 55 Water Street properties added to the 31 Water Street BCP property by BCP/BCA Amendment dated April 2, 2020.

All parcels within the 31 Water Street property are now owned by Community Helping Hands, Inc. Exhibit A lists all of the transferred parcels. Copies of recorded deeds for all parcels are attached to this amendment

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

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

Section I. Current Agreement Information			
BCP SITE NAME: Gateway Loft Supportive Apartments		BCP SITE NUMBER: C907046	
NAME OF CURRENT APPLICANT(S): CHH DEVELOPMENT, INC			
INDEX NUMBER OF AGREEMENT: C907046-04-18 DATE OF ORIGINAL AGREEMENT: 6-5-2018			
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Describe Requestor's Relationship to Existing Applicant: 			

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

OWNER'S NAME (if different from requestor) SEE EXHIBIT A

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.

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Gateway Loft Supportive Apartments	BCP SITE NUMBER: C907046
NAME OF CURRENT APPLICANT(S): CHH DEVELOPMENT, INC	
INDEX NUMBER OF AGREEMENT: C907046-04-18	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 6-5-2018	

Declaration of Amendment:

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

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

Date: _____ Signature: _____

Print Name: _____

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Vice President (title) of CHH Development, 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: 4/12/22 Signature: Steven Ald

Print Name: Steven Ald

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: April 29, 2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Division Director

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

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ LEAD OFFICE: Region 9

PROJECT MANAGER: Damianos Skaros

EXHIBIT A

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

31 WATER STREET - CURRENT FACILITY/PROPERTY OWNER

Community Helping Hands, Inc. (current owner and operator)31

Water Street

Jamestown, NY 14701

Phone: 716-487-1488 FAX: 716-665-5944 E-Mail: office.chh@gmail.com

Interim Executive Director – Shawn Whitmer

Phone: 716-499-8332 E-Mail: chh.shawn@gmail.com

Community Helping Hands, Inc. is sole owner of all parcels connected with 31 Water Street that are listed in the BCA dated June 5, 2018. The BCA listed the following parcels as being owned by Lynn Development, Inc. of which the ownership has been transferred subsequent to the BCA to Community Helping Hands, Inc. Also, see attached figure.

Lynn Development, Inc.

Tax Map/Parcel No.: 387.50-1-22.2

Tax Map/Parcel No.: 387.50-1-23.1

Tax Map/Parcel No.: 387.50-1-25.1

Tax Map/Parcel No.: 387.50-1-26.1

Tax Map/Parcel No.: 387.50-1-27

Tax Map/Parcel No.: 387.50-1-28

Tax Map/Parcel No.: 387.50-1-54

Tax Map/Parcel No.: 387.50-1-55

Tax Map/Parcel No.: 387.50-1-56

Deed - DE2018006977 includes all of the above parcels transferred from Lynn Development, Inc. to Community Helping Hands, Inc.

Community Helping Hands, Inc. is also sole owner of the 53 and 55 Water Street parcels listed below which were added to the 31 Water Street BCP property by BCP/BCA Amendment dated April 2, 2020.

Tax Map/Parcel No.: 387.50-1-22.1. (53 Water Street)

Deed - DE2020006639 includes the above parcel transferred from Kristen A. Wilson to Community Helping Hands, Inc.

Tax Map/Parcel No.: 387.50-1-21 (55 Water Street)

Deed - DE2020007164 includes the above parcel transferred from Donna Civileto, Joan Civileto and Phyllis Giblin to Community Helping Hands, Inc.

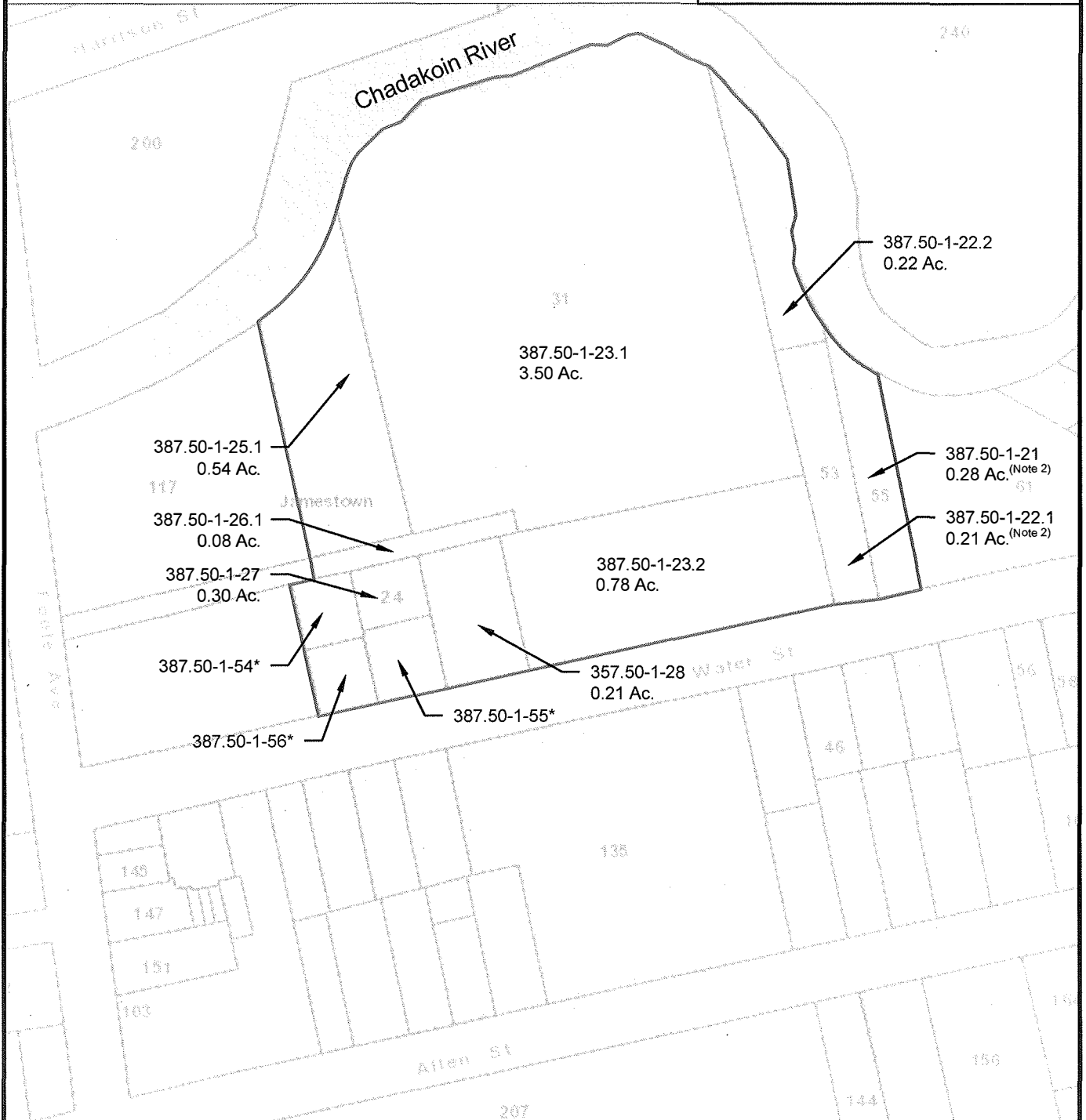
Tax Map/Parcel No.: 387.50-1-23.2

Deed-2630-207 includes the above parcel transferred from Community Development Association, LLC to Community Helping Hands, Inc.

Copies of recorded deeds of all transferred parcels are attached to this amendment.

LEGEND

----- INCLUDED PARCELS PROPERTY
BOUNDARY

**NOTES:**

- 1) Parcels were part of a courtesy merge; acreage is included in SBL 387.50-1-28
- 2) Parcels 53 and 55 were added with an addendum.



BE3CORP
BROOKLYN ENGINEERING & ARCHITECTURE

**31 Water St. BCP Property
Parcel No's. & Acreage**

CHH Development, Inc.
31 Water Street
Jamestown, New York 14701

03-14-2022

SCALE: N/A

SHEET 1 OF 1

**CHAUTAUQUA COUNTY – STATE OF NEW YORK****LARRY BARMORE, COUNTY CLERK****1 North Erie St, PO Box 170****Mayville, New York 14757****COUNTY CLERK'S RECORDING PAGE*******THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*******INSTRUMENT #: DE2018006977****Receipt#: 201806221548****Clerk: WASIKL****Rec Date: 10/17/2018 03:34:27 PM****Doc Grp: D****Descrip: DEED****Num Pgs: 5****Rec'd Frm: PHILLIPS LYTLE LLP****Party1: LYNN DEVELOPMENT INC****Party2: COMMUNITY HELPING HANDS INC****Town: CITY OF JAMESTOWN****Recording:**

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 320.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00**Total: 320.00******** NOTICE: THIS IS NOT A BILL ************* Transfer Tax *********Transfer Tax #: TT2019001794****Consideration: 0.00****Total: 0.00****Record and Return To:****PHILLIPS LYTLE LLP
201 WEST THIRD ST
SUITE 205
JAMESTOWN NY 14701****WARNING*****

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore
Chautauqua County Clerk

N.Y. Deed - WARRANTY with Lien Covenant (from a Corporation)

THIS INDENTURE, Made the 16th day of October, Two Thousand and Fourteen

BETWEEN

LYNN DEVELOPMENT, INC., successor in interest to COMMUNITY DEVELOPMENT ASSOCIATION,

1343 N Main Street

Jamestown, NY 14701,

a corporation organized under the laws of the State of New York

party of the first part, and

COMMUNITY HELPING HANDS, INC.

31 Water Street

Jamestown, NY 14701

party of the second part,

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its heirs and assigns forever,

All that certain plot, piece or parcel of land, with the buildings and improvements there on erected, situate, lying and being in the City of Jamestown, County of Chautauqua, and State of New York, and more particularly described on Schedule A attached hereto and made a part of hereof (the "Premises").

It being the Party of the First Part's intention to convey by this Deed all of its right, title and interest in and to the real properties commonly known as 31 - 35 Water Street, Jamestown, New York.

TOGETHER with all rights, title and interest, if any, of the party of the first part in and to any (a) strips and gores of land adjoining or abutting the Premises, if any; (b) land lying in the bed of any street, road, avenue or alley, open or proposed, in front of or running through or adjoining the Premises; (c) any easement, license, privilege or right-of-way over, contiguous or adjoining the Premises and all other easements and licenses, if any inuring to the benefit of the Premises and/or the fee owner thereof; (d) any appurtenances or hereditaments belonging to or in any way appertaining to the Premises; (e) any award made or to be made in lieu of any interest referred to above, and any unpaid award or damages to the Premises by reason of change of any grade of any street; and (f) all of the Party of the First Part's right, title and interest in and to all governmental orders, resolutions, grants, site plans, plats, zoning approvals, development rights, variances, permits and rights accruing to the Party of the First Part as a result of its ownership of the Premises and the use of the same, and

TOGETHER with a perpetual nonexclusive egress and ingress easement for commercial, vehicular, and/or pedestrian access from Foote Avenue across the twenty (20) foot wide street formerly known as "Waterman Street", as depicted by that certain survey of Jerome E. Erickson, L.L.S., dated June 22, 2005, and designated as Job No. 32/05, an excerpt of which is included at **Schedule B**, attached hereto and made a part hereof.

SUBJECT TO the rights of the Jamestown Board of Public Utilities, its successors and assigns, to repair or replace sanitary sewer and water line and appurtenances in former Waterman Street and former Spinners Alley.

SUBJECT TO the rights of the owners of lands to the west to the use of former Waterman Street and former Spinners Alley in common with others for ingress and egress.

SUBJECT TO restrictions, easements, rights-of-way, agreements, and other matters of record.

ALSO CONVEYING, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Jamestown, County of Chautauqua and State of New York; being part of Lot 25, Town 2, and Range 11 of the Holland Land Company's Survey; and being more particularly bounded and described as follows:

COMMENCING at an iron stake at the intersection of the northerly line of Water Street and the easterly line of Foote Avenue; thence North 81 degrees and 45 minutes and 00 seconds East along the northerly line of

Water Street, 682.90 feet to an iron stake; thence North 09 degrees and 15 minutes and 00 seconds West along the easterly line of lands of Community Development Association, LLC (liber 2578 at Page 445, recorded August 5, 2005) and the westerly line of lands of said Spitale, (liber 2479 at Page 101), 224.00 feet to an iron stake at the point or place of beginning of the parcel of land hereinafter described; thence continuing along the same line North 09 degrees and 15 minutes and 00 seconds West 246.00 feet to an iron stake; thence continuing along the same line North 09 degrees and 15 minutes and 00 seconds West, 19 feet more or less to the waters of the Chautauqua Lake Outlet (the Chadakoin River) thence southeasterly and easterly along the waters of the Chautauqua Lake Outlet to a point; thence South 81 degrees and 45 minutes and 00 seconds West and parallel to Water Street, 14 feet more or less to an iron stake, said iron stake being South 16 degrees and 11 minutes and 15 seconds East, 248.34 feet from the last mentioned iron stake; thence continuing South 81 degrees and 15 minutes and 00 seconds West, 30.00 feet to the iron stake at the point of place of beginning.

Containing 6,560 square feet more or less.

Courses from former maps and deeds.

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 and assigns forever.

AND said party of the first part covenants as follows:

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

SECOND, That said party of the first part will forever **WARRANT** the title to said premises.

THIRD, That, in Compliance with Sec. 13 of the Lien Law, the grantors 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 cost 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.

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

IN PRESENCE OF

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 16th day of October, Two Thousand and Eighteen.

LYNN DEVELOPMENT, INC.

By: 

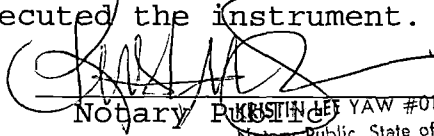
Jason S. Spain, President

STATE OF NEW YORK)

) ss:

COUNTY OF CHAUTAUQUA

On the 16th day of October in the year 2018 before me, the undersigned, personally appeared Jason S. Spain, of Lynn Development, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires Nov. 22, 20 21

SCHEDULE 'A'

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Jamestown, County of Chautauqua, and State of New York; being part of Lot 25, Town 2 and Range 11 of the Holland Land Company's Survey; and being more particularly bounded and described as follows:

COMMENCING at an iron stake at the intersection of the northerly line of Water Street and the easterly line of Foote Avenue; thence North 81 degrees and 45 minutes and 00 seconds East along the northerly line of Water Street, 216.80 feet to an iron stake at the point of place of beginning of the parcel of land hereinafter described for conveyance; thence North 81 degrees and 45 minutes and 00 seconds East along the northerly line of Water Street, 466.10 feet to an iron stake; thence North 09 degrees and 15 minutes and 00 seconds West, 470.00 feet to an iron stake; thence continuing along the same line North 09 degrees and 15 minutes and 00 seconds West, 19 feet more or less to the waters of the Chautauqua Lake Outlet (the Chadakoin River); thence northwesterly, westerly, and southwesterly along the waters of the Chautauqua Lake Outlet to a point; thence South 08 degrees and 15 minutes and 00 seconds East, 15 feet more or less to an iron stake, said iron stake being South 66 degrees and 22 minutes and 45 seconds West, 452.60 feet from the last mentioned stake; thence continuing South 08 degrees and 15 minutes and 00 seconds East, 230.00 feet to an iron stake in the southerly line of former Waterman Street; thence South 81 degrees and 45 minutes and 00 seconds West along the southerly line of Waterman Street, 21.50 feet to an iron stake; thence South 08 degrees and 15 minutes and 00 seconds East, 120.00 feet at the point or place beginning.

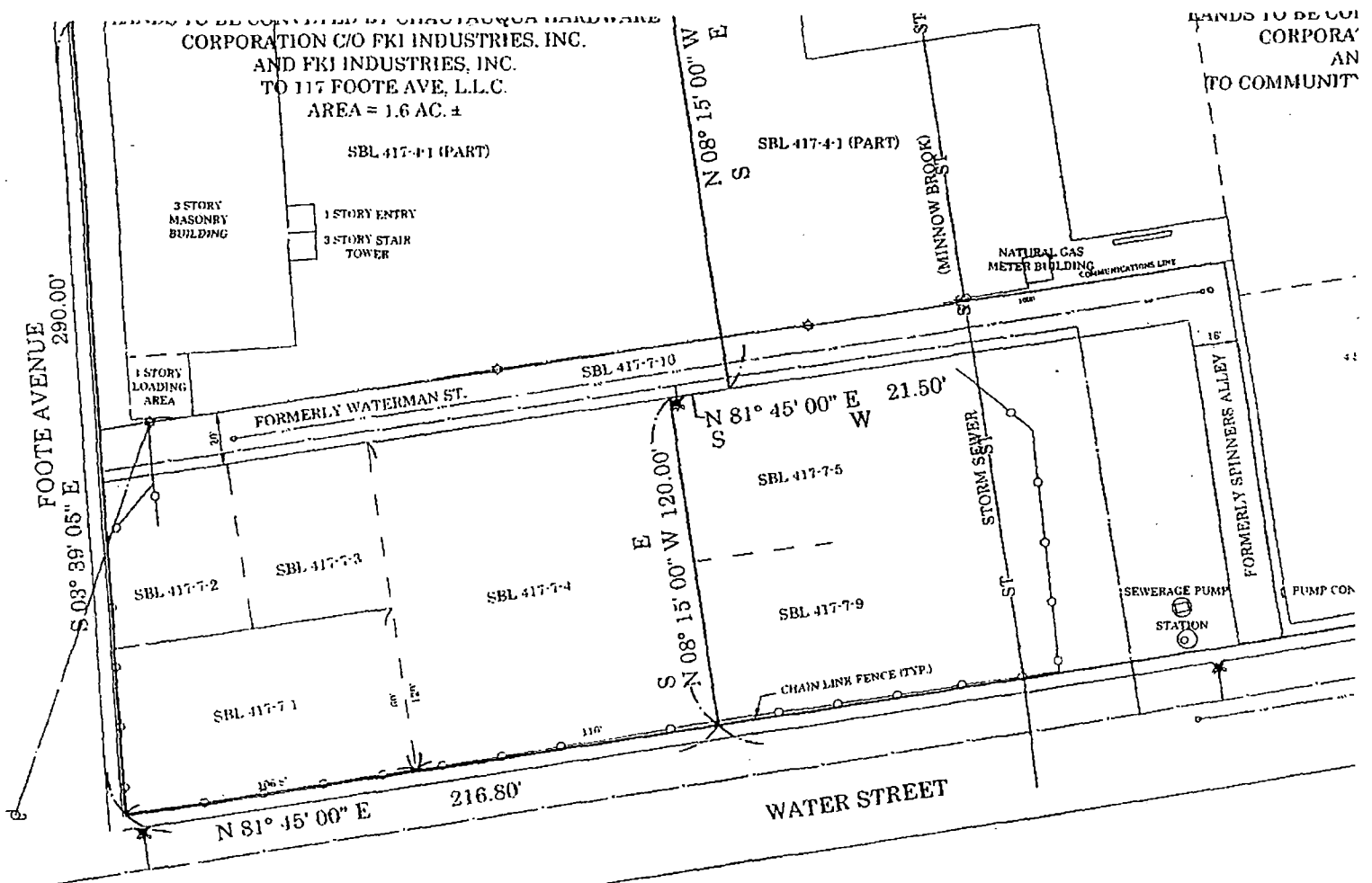
Containing 5.0 acres, more or less.

SCHEDULE B

Portion of Survey by Jerome E. Erickson, L.L.S., Licensed Surveyor
 (166 Connecticut Avenue, Jamestown, NY, 14701)
 Job No.: 32-05
 Date: June 22, 2005
 Revised: June 24, 2005

13 9/8/2005 9:18:29 AM 471284

Depiction of Easement Area



43.00
 5.00
 165.00
 440.00
 653.00
 Sells

**CHAUTAUQUA COUNTY – STATE OF NEW YORK****LARRY BARMORE, COUNTY CLERK****1 North Erie St, PO Box 170****Mayville, New York 14757****COUNTY CLERK'S RECORDING PAGE*******THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*******INSTRUMENT #: DE2020006639****Receipt#: 202006293925****Clerk: AH****Rec Date: 12/01/2020 03:03:10 PM****Doc Grp: D****Descrip: DEED****Num Pgs: 3****Rec'd Frm: PRICE ABSTRACT COMPANY LLC****Party1: WILSON KRISTEN A****Party2: COMMUNITY HELPING HANDS INC****Town: CITY OF JAMESTOWN****Recording:**

Cover Page	5.00
Recording Fee	30.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 195.00

Transfer Tax	
Transfer Tax	180.00

Sub Total: 180.00**Total: 375.00******** NOTICE: THIS IS NOT A BILL ************* Transfer Tax *********Transfer Tax #: TT2021001832****Consideration: 45000.00**

Transfer Tax	180.00
--------------	--------

Total: 180.00**Record and Return To:****PHILLIPS LYTTLE LLP
201 WEST THIRD ST
SUITE 205
JAMESTOWN NY 14701****WARNING*****

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore
Chautauqua County Clerk

Individual Warranty Deed

THIS INDENTURE made this 1st day of Dec., 2020,

BETWEEN

Kristen A. Wilson
55 Water Street
Jamestown, NY 14701

party of the first part, and

Community Helping Hands, Inc.
31 Water Street
Jamestown, NY 14701

party of the second part,

WITNESSETH that the party of the first part, in consideration of One or more Dollars (\$1.00 or more) lawful money of the United States, 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,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Jamestown, County of Chautauqua and State of New York being part of Lot 25, Town 2, Range 11 of the Holland Land Company's Survey and is bounded and described as follows:

Commencing at a point in the northerly line of Water Street which is forty (40) feet west from the southwesterly corner of lands deeded by Lucius B. Warner to Mrs. Charles Alberts, and running thence northerly parallel to the said Alberts Westerly Line (being at right angles with said Water Street), to Hazeltine Line or outlet of Chautauqua Lake; thence northwesterly along the said Hazeltine line or outlet to a point which is forty (40) feet westerly from the first described line measuring at right angles therewith; thence southerly parallel with the first described line and forty (40) feet westerly therefrom to the said northerly line of Water Street; thence easterly along the said line of Water Street to the place of beginning. Being the same premises conveyed by Charles A. Stromdahl, et al, to Jacob H. Porsley, by Warranty Deed dated December 20, 1939 and recorded in the Chautauqua County Clerk's Office in Liber 654 of Deeds at Page 78.

EXCEPTING AND RESERVING THEREFROM lands conveyed by George S. Spitale, Carl F. Spitale, and Peter F. Spital to Community Development Association, LLC in Warranty Deed dated July 25, 2006 and recorded in the Chautauqua County Clerk's Office on August 4, 2006 in Liber 2605 of Deeds at page 303.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

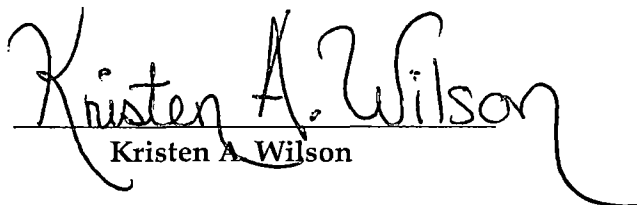
First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Warrant the title to said premises.

Third, 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 as a trust fund to be applied first for the purpose of paying the cost 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.

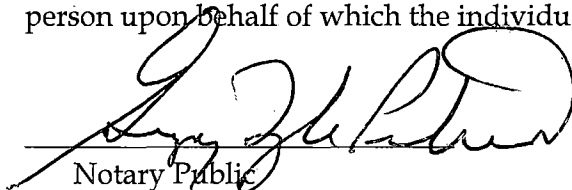
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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


Kristen A. Wilson

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

On the 1 day of Dec, 2020, before me, a Notary Public in and for said State, personally appeared **Kristen A. Wilson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

GREGORY LYLE PETERSON, #02PE4645823
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires June 30, 2023



CHAUTAUQUA COUNTY – STATE OF NEW YORK
LARRY BARMORE, COUNTY CLERK
1 North Erie St, PO Box 170
Mayville, New York 14757

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: DE2020007164

Receipt#: 202006295997

Clerk: AH

Rec Date: 12/22/2020 03:34:37 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 3

Rec'd Frm: PRICE ABSTRACT COMPANY LLC

Party1: CIVILETTO DONNA

Party2: COMMUNITY HELPING HANDS INC

Town: CITY OF JAMESTOWN

Recording:

Cover Page	5.00
Recording Fee	30.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 195.00

Transfer Tax
Transfer Tax 160.00

Sub Total: 160.00

Total: 355.00

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

***** Transfer Tax *****

Transfer Tax #: TT2021002207

Consideration: 40000.00

Transfer Tax 160.00

Total: 160.00

Record and Return To:

PHILLIPS LYTLE LLP
201 WEST THIRD ST
SUITE 205
JAMESTOWN NY 14701

WARNING***

I hereby certify that the within and foregoing was recorded in the Chautauqua County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Larry Barmore
Chautauqua County Clerk

Individual Warranty Deed

THIS INDENTURE made this 3rd day of Dec., 2020,

BETWEEN

Donna Civiletto, Joan Civiletto, Phyllis Giblin

c/o 10278 McAllister Road
Fredonia, NY 14063

party of the first part, and

Community Helping Hands, Inc.

31 Water Street
Jamestown, NY 14701

party of the second part,

WITNESSETH that the party of the first part, in consideration of One or more Dollars (\$1.00 or more) lawful money of the United States, 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,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Jamestown, County of Chautauqua and State of New York, bounded and described as follows: **Commencing** at a point in the northerly line of Water Street at the southwest corner of land heretofore deeded by Lucius B. Warner to Mrs. Charles Alberts and running thence northerly, parallel with said Albert's land, to the Hazeltine line, or Outlet of Chautauqua Lake; thence westerly, along said Hazeltine line or Outlet, forty (40) feet; thence southerly to Water Street, parallel with the first described line; thence easterly, along the northerly line of Water Street, forty (40) feet to the place of beginning.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever Warrant the title to said premises.

Third, 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 as a trust fund to be applied first for the purpose of paying the cost 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.

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 first above written.

Donna M. Civiletto
Donna Civiletto
Joan M. Civiletto
Joan Civiletto
Phyllis Giblin
Phyllis Giblin

STATE OF New York)
) SS:
COUNTY OF Chautauqua)

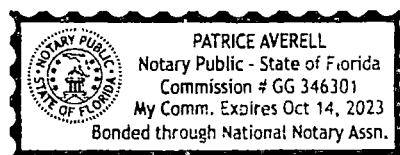
On the 3rd day of December, 2020, before me, a Notary Public in and for said State, personally appeared **Donna Civiletto**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Judy L. Yonkers
Notary Public
JUDY L. YONKERS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01YO6137242
Qualified in Chautauqua County
My Commission Expires 11/21/2021

STATE OF FL)
) SS:
COUNTY OF Collier)

On the 30 day of Nov, 2020, before me, a Notary Public in and for said State, personally appeared **Joan Civiletto**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patrice Averell
Notary Public



STATE OF Massachusetts)
) SS:
COUNTY OF Middlesex)

On the 27 day of November, 2020, before me, a Notary Public in and for said State, personally appeared **Phyllis Giblin**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public



MARIA F. SILVA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 1, 2021

Chautauqua County Clerk

Return To:

SELLSTROM LAW FIRM LLP
9-11 EAST FOURTH ST
PO BOX 50
JAMESTOWN NY 14702-0050

COMMUNITY DEVELOPMENT ASSOCIAT
ION LLC
COMMUNITY HELPING HANDS INC

Index DEED BOOK

Book 02630 Page 0207

No. Pages 0003

Instrument DEED-<500-COM/V

Date : 7/18/2007

Time : 9:52:17

Control # 200707180013

INST# DE 2007 003837

TRTX# TT 2007 005714

Employee ID COOK

COUNTY	\$	20.00
	\$.00
SED/CEA	\$	19.00
RP5217	\$	165.00
TRANS TAX	\$.00
	\$.00
	\$.00
	\$.00
	\$.00

Total: \$ 204.00

STATE OF NEW YORK
Chautauqua County Clerk

WARNING: THIS SHEET CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH.

Sandra K. Sopak
County Clerk

TRANSFER TAX

CONSIDERATN \$.00

Transfer Tax \$.00



D026300207

X

Warranty Deed w/Lien Covenant

THIS INDENTURE, Made the 22nd day of
May, Two Thousand Seven

Between COMMUNITY DEVELOPMENT ASSOCIATION, LLC
1883 Lyndon Boulevard
Falconer, New York 14733

party of the first part, and

COMMUNITY HELPING HANDS, INC.
A New York Not-for-Profit Corporation
31 Water Street
Jamestown, New York 14701

party of the second part,

Witnesseth that the party of the first part, in consideration of One and More Dollars-----(\$1.00 and More) lawful money of the United States, in hand paid by the party of the second part, does hereby grant and release unto the party of the second part, its administrators and assigns, forever, all

THAT TRACT OR PARCEL OF LAND, situate in the City of Jamestown, County of Chautauqua, and State of New York; being part of Lot 25, Town 2 and Range 11 of the Holland Land Company's Survey; and being more particularly bounded and described as follows:

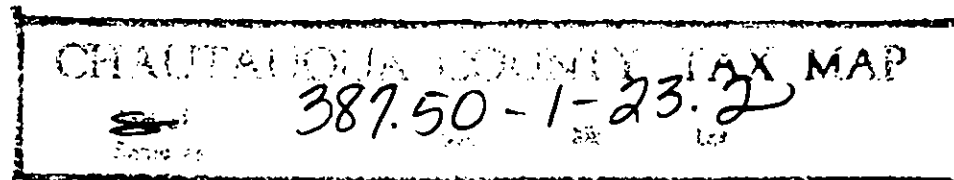
COMMENCING at an iron stake at the intersection of the northerly line of Water Street and the easterly line of Foote Avenue; thence North 81 degrees and 45 minutes and 00 seconds East along the northerly line of Water Street, 682.90 feet to an iron stake at the southwesterly corner of lands of George S. Spitale, Carl F. Spitale and Peter F. Spitale (Liber 2578 at Page 445), said iron stake being at the **Principal Point or Place of Beginning** of the parcel of land hereinafter described; thence North 09 degrees and 15 minutes and 00 seconds West along the westerly line of said lands of Spitale, 122.0 feet to a point; thence South 81 degrees and 45 minutes and 00 seconds West parallel to the northerly line of Water Street and through the center of a 16 inch thick brick wall, 283.67 feet to a point; thence South 08 degrees and 15 minutes and 00 seconds East, 122.0 feet to a point in the northerly line of said Water Street; thence North 81 degrees and 45 minutes and 00 seconds East, 284.79 feet to the iron stake at the point or place of beginning.

Containing 34,646 square feet, or 0.796 acres, more or less.

Courses from former maps and deeds.

Subject to the rights of tenants of the Gateway Center to use the easterly 20 feet of the above described lands.

ALSO Subject to the rights of the grantor to use part of the westerly 25 feet to construct an elevator to be used in common by the grantor and grantee, their successors and assigns.



387.50-1-26.3

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 administrators and assigns forever.

And said party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

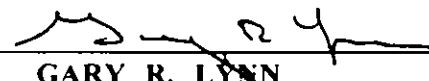
Second, That said party of the first part will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, 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 cost 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.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

COMMUNITY DEVELOPMENT
ASSOCIATION, LLC

By:  L.S.
GARY R. LYNN


State of New York

On this 22nd day of May
ss.

Two Thousand Seven

County of Chautauqua

before me, the undersigned, a Notary Public in and for said State of New York, personally appeared **GARY R. LYNN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STEPHEN E. SELLSTROM # 02SE5025120
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN CHAUTAUKA COUNTY
MY COMMISSION EXPIRES 3/31/16

Law Offices
SELLSTROM LAW FIRM, LLP
9-11 East Fourth Street - P.O. Box 50
Jamestown, New York 14702-0050
(716) 484-7101