

BROWNFIELDS CLEANUP PROGRAM APPLICATION

**1550 Harlem Road
1550 Harlem Road
Buffalo, New York 14207
BCP #C915321**

**May 19, 2017
Revised June 28, 2017**

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

On Behalf Of:
American Tire, Inc.
397 Ludington Street, Cheektowaga, NY 14206
HEI Project No: e1621

Prepared By:
Hazard Evaluations, Inc.
3752 North Buffalo Road
Orchard Park, New York 14127
(716) 667-3130

Schenne & Associates
391 Washington Street, Suite 800
Buffalo, NY 14203
(716) 655-4991





BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "BCA" (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

☐ Yes

☐ No

If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) *BCP App Rev 9*

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #: _____

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

☐ Yes ☐ No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application, to document that the requestor is authorized to do business in NYS.

Do all individuals that will be certifying documents meet the requirements detailed below? ☐ Yes ☐ No

- Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of [DER-10: Technical Guidance for Site Investigation and Remediation](#) and Article 145 of New York State Education Law. **Documents that are not properly certified will be not approved under the BCP.**

Section II. Project Description

1. What stage is the project starting at?

☐ Investigation

☐ Remediation

2. If the project is starting at the remediation stage, a Remedial Investigation Report (RIR), Alternatives Analysis, and Remedial Work Plan must be attached (see [DER-10 / Technical Guidance for Site Investigation and Remediation](#) for further guidance).

3. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): ☐ Yes ☐ No

4. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Please see Section II Attachments

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit the information requested in this section in electronic format only**):

1. Reports: an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903).

2. SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum			
Chlorinated Solvents			
Other VOCs			
SVOCs			
Metals			
Pesticides			
PCBs			
Other*			

*Please describe: _____

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- **SAMPLE LOCATION**
- **DATE OF SAMPLING EVENT**
- **KEY CONTAMINANTS AND CONCENTRATION DETECTED**
- **FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE**
- **FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5**
- **FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX**

Please see Section III Attachments

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?*

(*answering No will result in an incomplete application)

Yes

No

4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

Coal Gas Manufacturing	Manufacturing	Agricultural Co-op	Dry Cleaner
Salvage Yard	Bulk Plant	Pipeline	Service Station
Landfill	Tannery	Electroplating	Unknown

Other: _____

Section IV. Property Information - See Instructions for Further Guidance				
PROPOSED SITE NAME				
ADDRESS/LOCATION				
CITY/TOWN		ZIP CODE		
MUNICIPALITY(IF MORE THAN ONE, LIST ALL):				
COUNTY		SITE SIZE (ACRES)		
LATITUDE (degrees/minutes/seconds) ° ' "		LONGITUDE (degrees/minutes/seconds) ° ' "		
COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.				
Please see Section IV Attachments				
Parcel Address	Section No.	Block No.	Lot No.	Acreage
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach a metes and bounds description of the property.			Yes	No
2. Is the required property map attached to the application? (application will not be processed without map)			Yes	No
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information)			Yes	No
If yes, identify census tract : _____				
Percentage of property in En-zone (check one): 0-49% 50-99% 100%				
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? Yes No				
If yes, identify name of properties (and site numbers if available) in related BCP applications: _____				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?			Yes	No
6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.			Yes	No
7. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.			Yes	No

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas?
If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**?

Yes

No

11. For sites located within the five counties comprising New York City, is the requestor seeking a determination that the site is eligible for tangible property tax credits?
If yes, requestor must answer questions on the supplement at the end of this form.

Yes

No

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?

Yes

No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?

Yes

No

NOTE: If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance		DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S CONSULTANT			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S ATTORNEY			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME		OWNERSHIP START DATE:	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER. PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".			
Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)			
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 subject to an existing order for the investigation, removal or remediation of contamination at the site? Yes No			
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. Yes No			

Section VII. Requestor Eligibility Information (continued)

4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing 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, DEC 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 DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? 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 REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum 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 hazardous waste or discharge of petroleum.

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.

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

Previous 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 Please see Section VII attachments - Access Agreement attached

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

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment.

Yes No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305?
If yes, please provide: Site # _____ Class # _____

Yes No
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?
If yes, please provide: Permit type: _____ EPA ID Number: _____
 Date permit issued: _____ Permit expiration date: _____

Yes No
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

Yes No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____

Yes No

Please see Section VIII Attachments
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment.

Yes No

Section IX. Contact List Information

To be considered complete, the application must include the Brownfield Site Contact List in accordance with [DER-23 / Citizen Participation Handbook for Remedial Programs](#). Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. The location of a document repository for the project (e.g., local library). In addition, attach a copy of an acknowledgement from the repository indicating that it agrees to act as the document repository for the property.
8. Any community board located in a city with a population of one million or more, if the proposed site is located within such community board's boundaries. **Please see Section IX Attachments**

Section X. Land Use Factors	
1. What is the current zoning for the site? What uses are allowed by the current zoning? <div style="display: flex; justify-content: space-around;"> Residential Commercial Industrial </div> If zoning change is imminent, please provide documentation from the appropriate zoning authority.	
2. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply) Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.	
3. Reasonably anticipated use Post Remediation: Residential Commercial Industrial (check all that apply) Attach a statement detailing the specific proposed use. If residential, does it qualify as single family housing? Yes No	
4. Do current historical and/or recent development patterns support the proposed use?	Yes No
5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.	Yes No
6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.	Yes No

Please see Section X Attachments

XI. Statement of Certification and Signatures

(By requestor who is an individual)

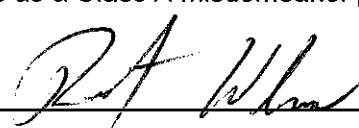
If this application is approved, I hererby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the Proposed DER-32, Brownfield Cleanup Program Applications and Agreements; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Principal Executive Officer (title) of American Tire, Inc (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the Proposed DER-32, Brownfield Cleanup Program Applications and Agreements; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: 5-19-12 Signature: 

Print Name: Robert Wilson

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper 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 DEC USE ONLY
BCP SITE T&A CODE: _____

LEAD OFFICE: _____

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 9

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 NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	Yes	No
2. Is the property upside down or underutilized as defined below?	Upside Down?	Yes No
	Underutilized?	Yes 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> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>		

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review). **Check appropriate box, below:**

Project is an Affordable Housing Project - Regulatory Agreement Attached;

Project is Planned as Affordable Housing, But Agreement is Not Yet Available*
(*Checking this box will result in a “pending” status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);

This is Not an Affordable Housing Project.

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.

BCP Application Summary (for DEC use only)**Site Name:****City:****Site Address:****County:****Zip:****Tax Block & Lot****Section (if applicable):****Block:****Lot:****Requestor Name:****City:****Requestor Address:****Zip:****Email:****Requestor's Representative (for billing purposes)****Name:****Address:****City:****Zip:****Email:****Requestor's Attorney****Name:****Address:****City:****Zip:****Email:****Requestor's Consultant****Name:****Address:****City:****Zip:****Email:****Percentage claimed within an En-Zone:****0%****<50%****50-99%****100%****DER Determination:**

Agree

Disagree

Requestor's Requested Status:**Volunteer****Participant****DER/OGC Determination:**

Agree

Disagree

Notes:

For NYC Sites, is the Requestor Seeking Tangible Property Credits:

Yes

No

Does Requestor Claim Property is Upside Down:

Yes

No

DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:

Does Requestor Claim Property is Underutilized:

Yes

No

DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:

Does Requestor Claim Affordable Housing Status:

Yes

No

Planned, No Contract

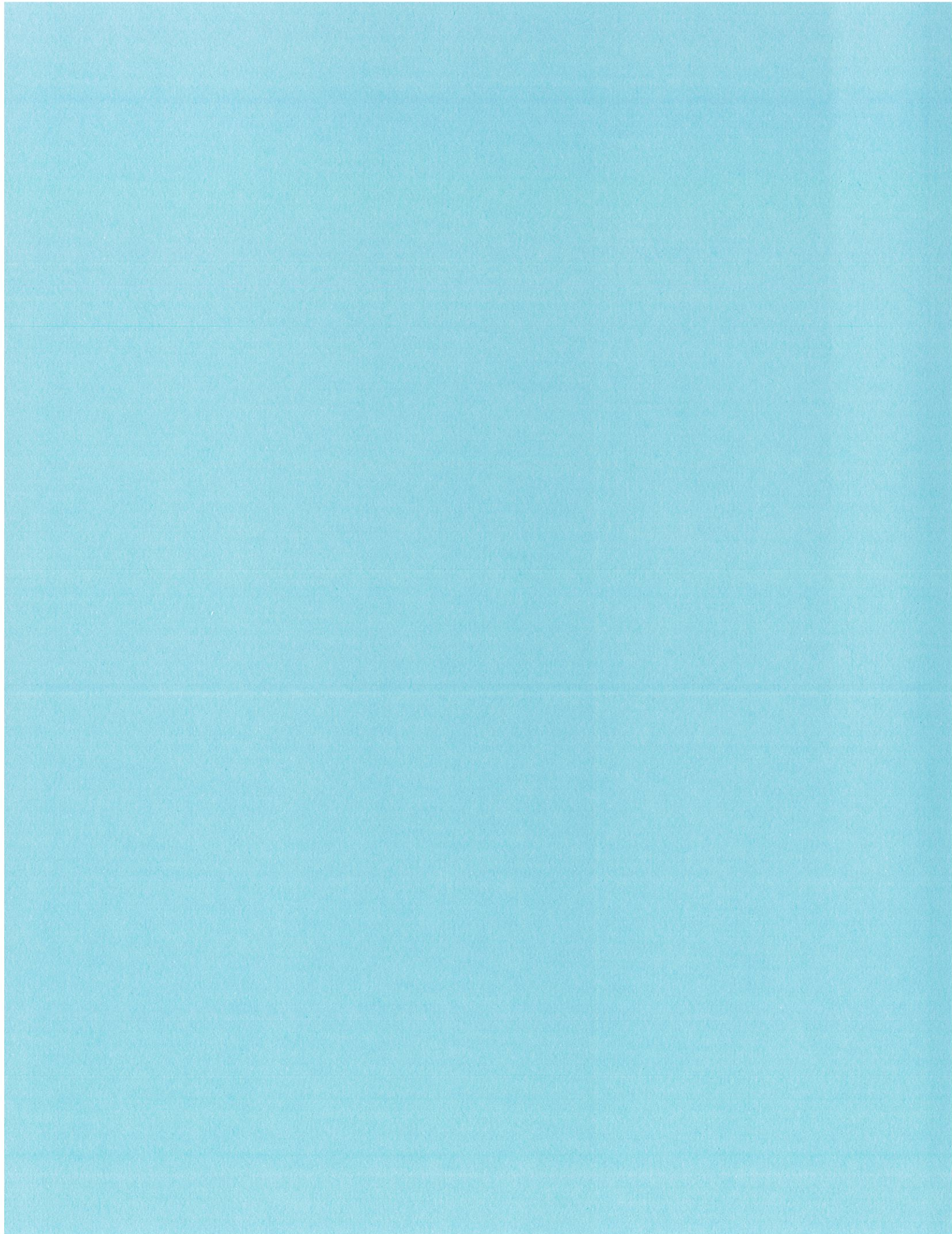
DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:



Section I

Requestor Information

AMERICAN TIRE, INC – Business Entity Information

American Tire, Inc. is owned by Robert Wilson as Principal Executive Officer and Michael Arnold as Registered Agent, with business address at 397 Ludington Street, Cheektowaga, New York 14206.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 17, 2017.

Selected Entity Name: AMERICAN TIRE, INC.

Selected Entity Status Information

Current Entity Name: AMERICAN TIRE, INC.

DOS ID #: 1561310

Initial DOS Filing Date: JULY 12, 1991

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

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

AMERICAN TIRE, INC.

397 LUDINGTON STREET

CHEEKTOWAGA, NEW YORK, 14206

Chief Executive Officer

ROBERT WILSON

397 LUDINGTON STREET

CHEEKTOWAGA, NEW YORK, 14206

Principal Executive Office

MICHAEL ARNOLD

397 LUDINGTON STREET

CHEEKTOWAGA, NEW YORK, 14206

Registered Agent

NONE

This office does not record information regarding the
names and addresses of officers, shareholders or

directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

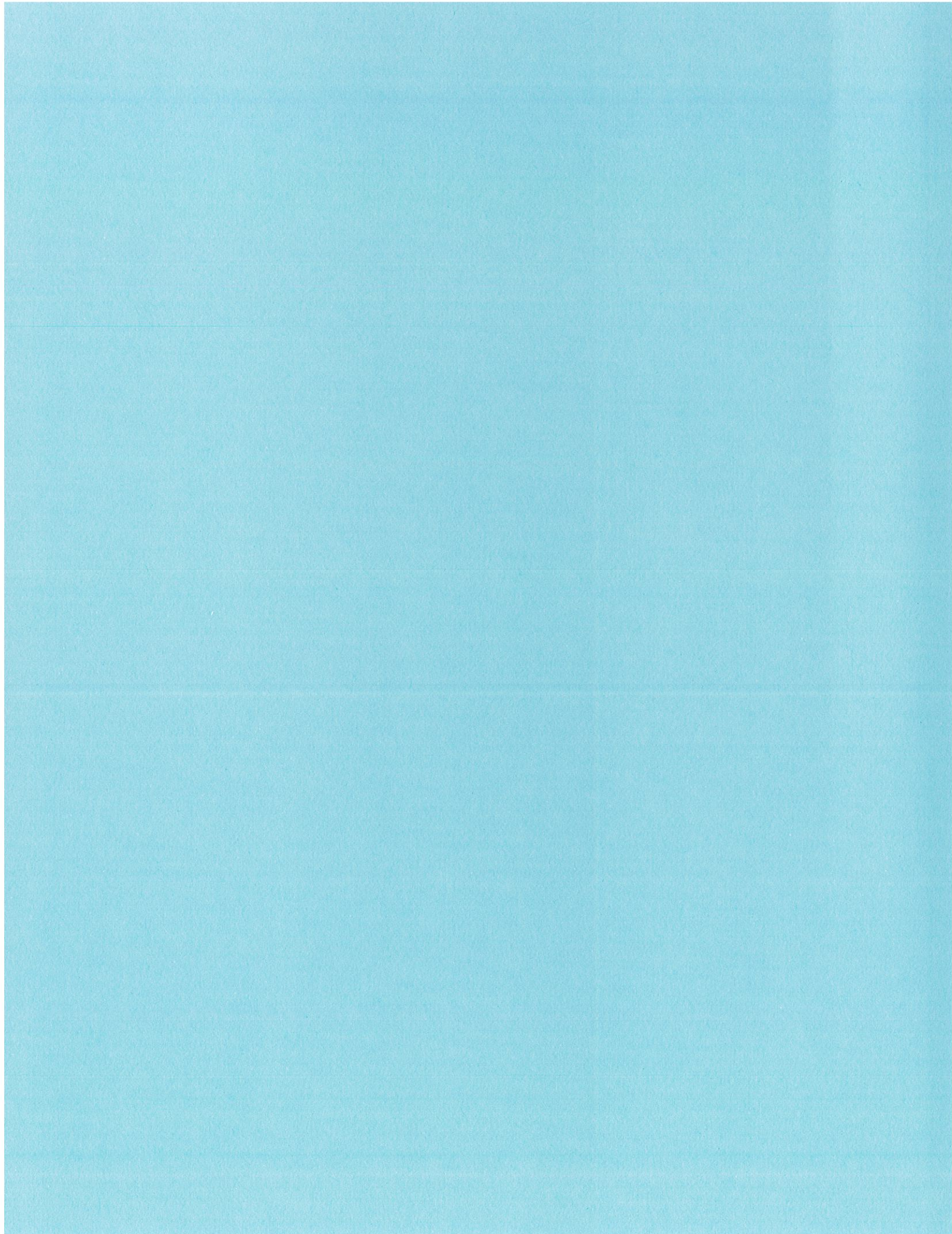
Filing Date	Name Type	Entity Name
JUL 12, 1991	Actual	AMERICAN TIRE, INC.

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.

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Section II

Project Description

Project Description

The site is currently underutilized, underdeveloped property located in the Town of Cheektowaga. The building is vacant and in disrepair with evidence of vandalism due to lack of use. The proposed usage and development of the site includes demolition of the current building and development of mixed use building to include tire distribution and residential usage.

The site has been abandoned for the past three years. An unused leaking 8,000-gallon underground storage tank remains on the site. The current property owners are the estate of the former owner, and do not have the financial means to address the leaking tank or associated contaminated soil. The requestor will complete the tank and contaminated soil removal as part of the property development. If the requestor is not accepted into the program, the development will not occur. Additionally, the spill will likely be deferred to the NYSDEC Spills Cleanup Program for remedial work, as the current owner does not have financial ability to complete the required work.

Remedial investigation expected to start in fall 2017 with remedial activities in Winter 2017/2018. Develop will occur simultaneously with remedial requirements. The Certificate of Completion is anticipated by December 2018.



Note: Approximate BCP site limits



Note: Street view of 1550 Harlem Road



Hot Dog Heaven

Sales, Inc

Cotton St

Cotton St

Cotton St

Marion Rd

Suburban
Services



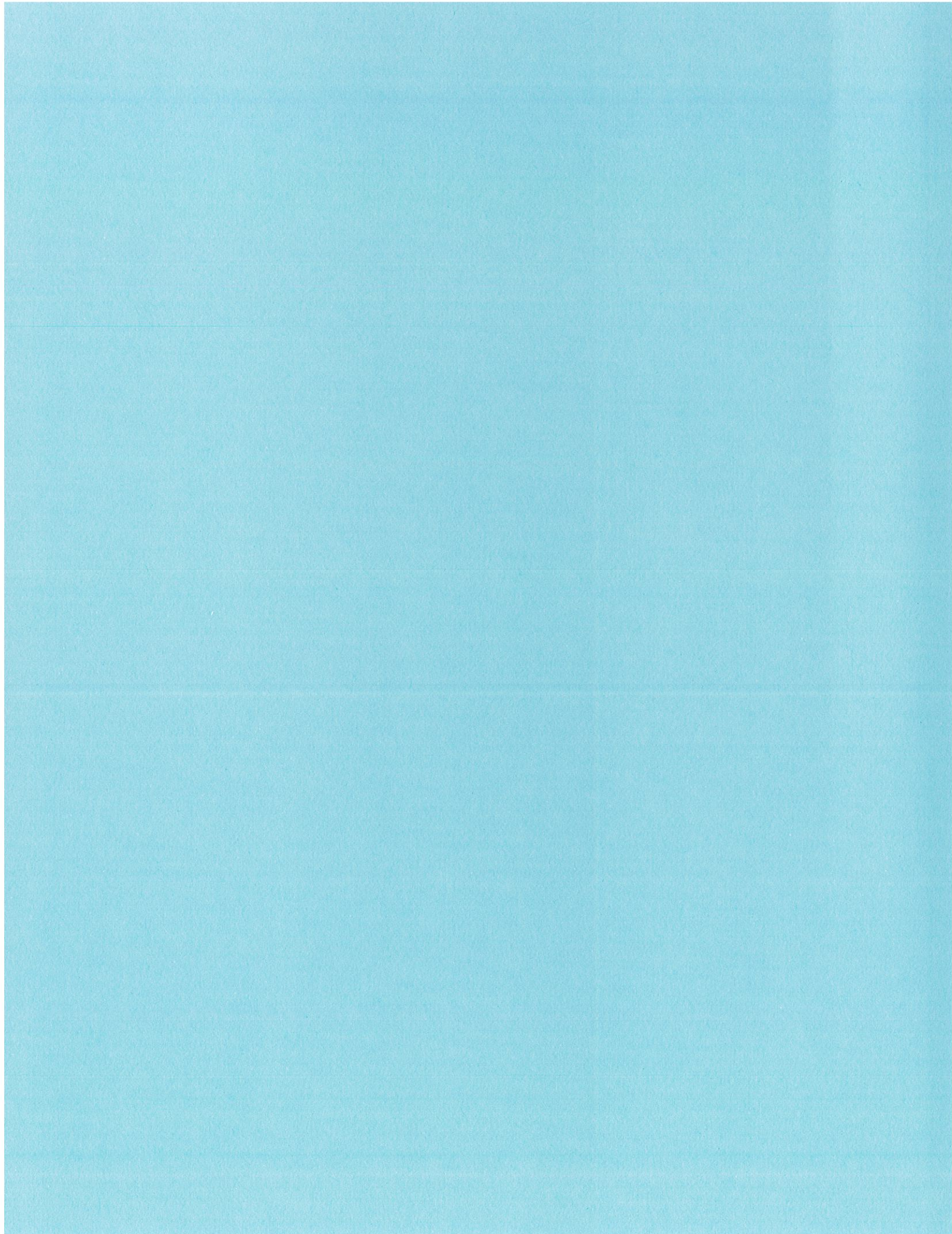












Section III

Property's Environmental History

Figure III-A – Sampling Locations

Figure III-B – Proposed Excavation Locations

Figure III-C – Proposed Remedial Investigation Locations

Table III-A – Soil Analytical Testing Results

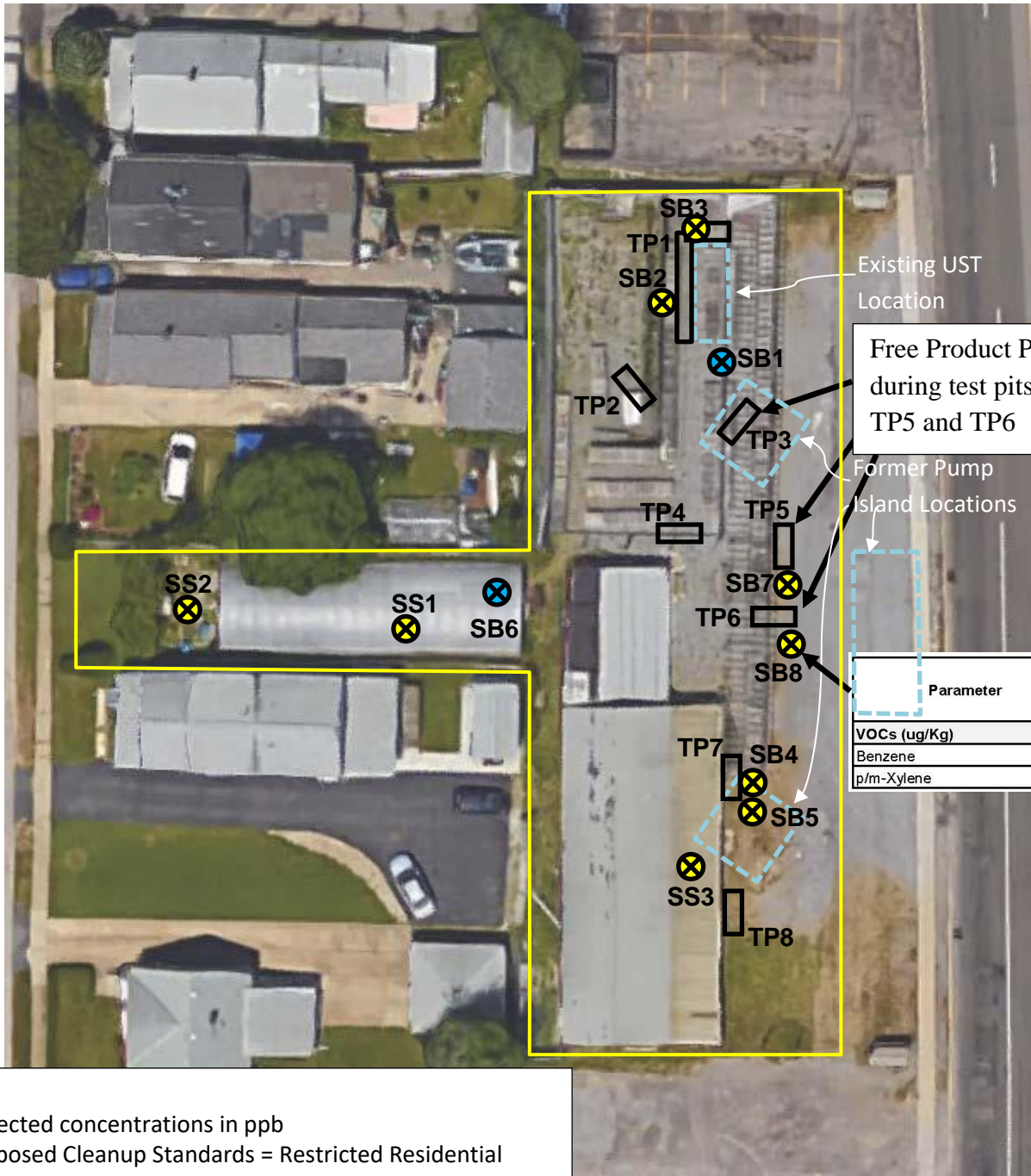
Table III-B – Groundwater Analytical Testing Results

Table III-C- Proposed Analytical testing Program Summary

Soil Boring Logs – Please see separate electronic file

Analytical Testing Results – Please see separate electronic file

Phase I Environmental Site Assessment – September 5, 2014 – Please see separate electronic file



Notes:

- Detected concentrations in ppb
- Proposed Cleanup Standards = Restricted Residential

= exceeds Restricted Residential SCO

KEY

- ⊗ = Soil Boring Location completed 03/2017
- ⊗ = Soil Boring & Temporary Well Location (03/2017)
- = Test Pit Location completed 01/2015

HAZARD EVALUATIONS, INC.

Phase I/II Audits – Site Investigations – Facility Inspections

INVESTIGATION LOCATIONS

1550 HARLEM ROAD
CHEEKTOWAGA, NEW YORK

AMERICAN TIRE INC.

BUFFALO, NEW YORK

DRAWN BY: EB

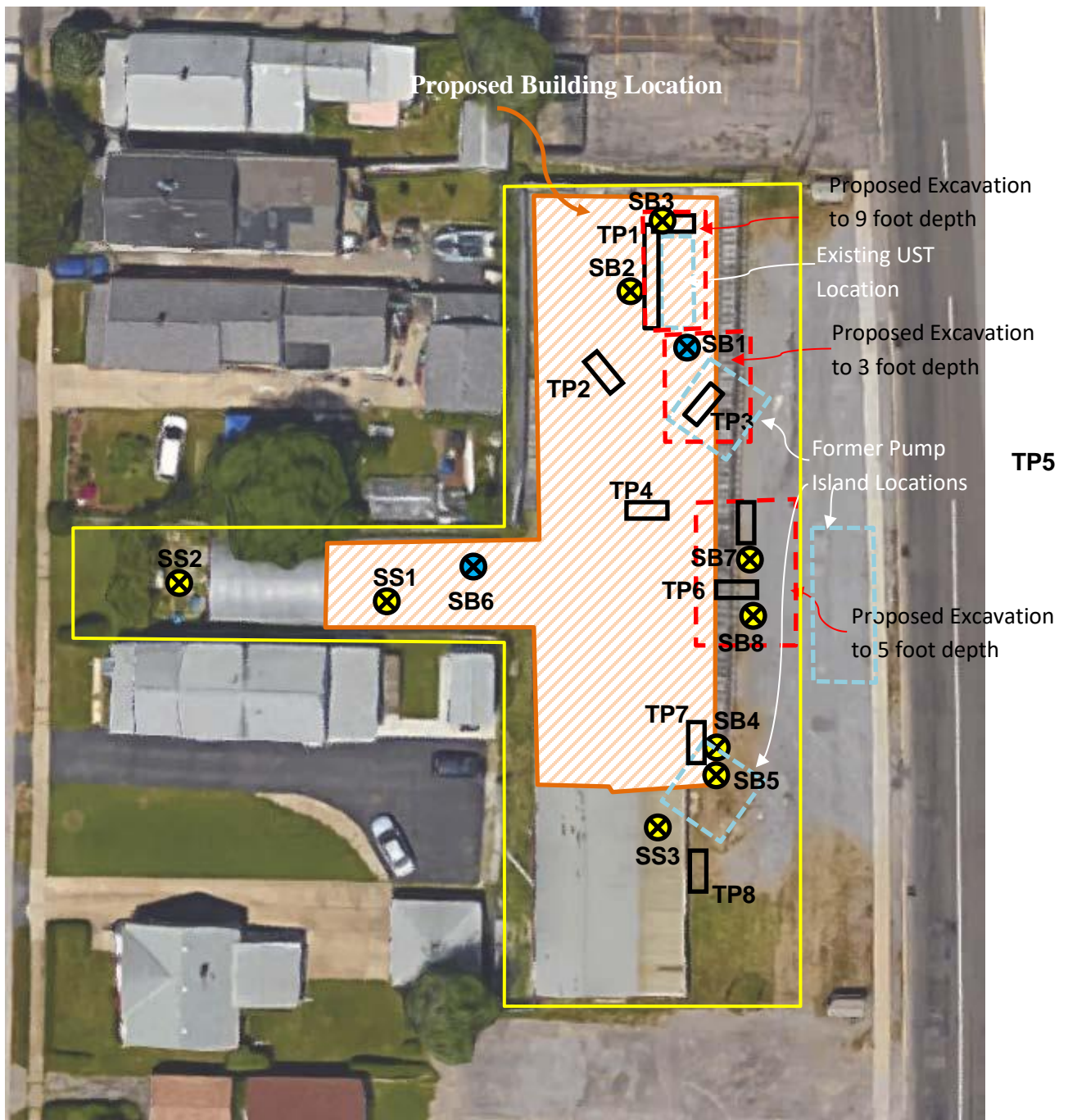
SCALE: 1"=40'

PROJECT: e1621




CHECKED BY: MMW

DATE: 05/17

FIGURE NO: III-A



KEY

-  = Soil Boring Location completed 03/2017
-  = Soil Boring & Temporary Well Location (03/2017)
-  = Test Pit Location completed 01/2015

HAZARD EVALUATIONS, INC.

Phase I/II Audits – Site Investigations – Facility Inspections

Proposed Excavation Limits

1550 HARLEM ROAD
CHEEKTOWAGA, NEW YORK

AMERICAN TIRE INC.
BUFFALO, NEW YORK

DRAWN BY: EB

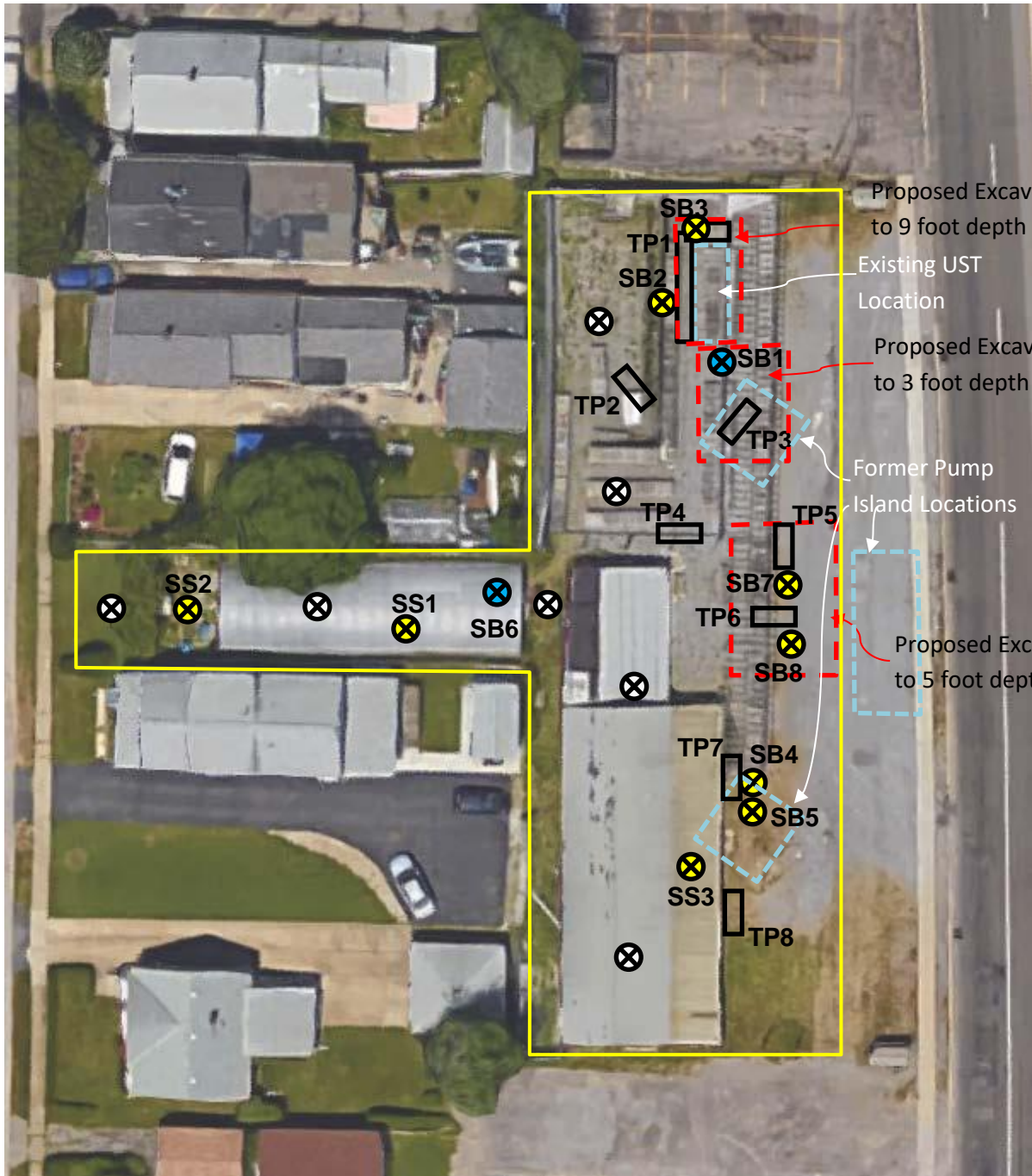
SCALE: 1"=40'

PROJECT: e1621





CHECKED BY: MMW

DATE: 05/17

FIGURE NO: III-B



KEY

-  = Soil Boring Location completed 03/2017
-  = Soil Boring & Temporary Well Location (03/2017)
-  = Test Pit Location completed 01/2015
-  = Proposed Investigation Location

HAZARD EVALUATIONS, INC.

Phase I/II Audits – Site Investigations – Facility Inspections

Proposed Remedial Investigation Locations

1550 HARLEM ROAD
CHEEKTOWAGA, NEW YORK

AMERICAN TIRE INC.
BUFFALO, NEW YORK

DRAWN BY: EB

SCALE: 1"=40'

PROJECT: e1621

CHECKED BY: MMW

DATE: 05/17

FIGURE NO: III-C

Table III-A
Soil Analytical Testing Results Summary
1550 Harlem Road, Cheektowaga, NY
March 2017

Parameter	SB1 (1-4')	SB5 (1-3')	SB8 (0-4')	SS1 (0-1')	Unrestricted Use	Residential Use	Restricted Residential Use	Commercial Use
Volatile Organic Compounds EPA Method 8260C TCL + STARS (ug/Kg)								
Benzene	ND	2,300	10,000	NT	60	2,900	4,800	44,000
Ethylbenzene	7,000	6,600	37,000	NT	1,000	30,000	100,000	500,000
Isopropylbenzene	1,400 J	530 J	3,200 J	NT	NV	NV	NV	NV
Methyl cyclohexane	10,000	4,100	38,000	NT	NV	NV	NV	NV
o-Xylene	ND	4,500	60,000	NT	260	100,000	100,000	500,000
p/m-Xylene	7,300	31,000	160,000	NT	260	100,000	100,000	500,000
Toluene	ND	1,900	82,000	NT	700	100,000	100,000	500,000
Semi Volatile Organic Compounds EPA Method 8270D TCL (ug/kg)								
2-Methylnaphthalene	190 J	520	2,700	ND	NV	NV	NV	NV
2-Methylphenol	ND	ND	150 J	ND	330	100,000	100,000	500,000
3-Methylphenol/4-Methylphenol	ND	ND	470	ND	330	34,000	100,000	500,000
Benzo(a)anthracene	ND	ND	58 J	66 J	1,000	1,000	1,000	5,600
Benzo(a)pyrene	ND	ND	ND	65 J	1,000	1,000	1,000	1,000
Benzo(b)fluoranthene	ND	ND	55 J	85 J	1,000	1,000	1,000	5,600
Benzo(ghi)perylene	ND	ND	ND	42 J	100,000	100,000	100,000	500,000
Carbazole	ND	ND	61 J	ND	NV	NV	NV	NV
Chrysene	ND	21	49 J	69 J	1,000	1,000	3,900	56,000
Dibenzofuran	ND	ND	23 J	ND	7,000	14,000	59,000	350,000
Fluoranthene	ND	56 J	140	110 J	100,000	100,000	100,000	500,000
Fluorene	ND	ND	51 J	ND	30,000	100,000	100,000	500,000
Indeno(1,2,3-cd)pyrene	ND	ND	ND	46 J	500	500	500	5,600
Naphthalene	290	620	2,800	ND	12,000	100,000	100,000	500,000
Phenanthrene	ND	39 J	180	67 J	100,000	100,000	100,000	500,000
Pyrene	ND	42 J	110 J	90 J	100,000	100,000	100,000	500,000
Herbicides EPA Method 8151 TCL (ug/kg)								
ND								
Pesticides EPA Method 8081 TCL (ug/kg)								
4,4'-DDD	NT	NT	NT	2.2 P	3.3	2,600	13,000	92,000
4,4'-DDE	NT	NT	NT	2.42	3.3	1,800	8,900	62,000
4,4'-DDT	NT	NT	NT	2.67 J	3.3	1,700	7,900	47,000
cis-Chlordane	NT	NT	NT	0.906 J	94	910	4,200	24,000
Methoxychlor	NT	NT	NT	2.52 J	NV	NV	NV	NV

Notes:

- Analytical testing performed by Alpha Analytical. Compounds detected in one or more samples are presented in this table. Refer to Appendix for the full analytical report.
- ug/Kg = parts per billion; mg/kg= parts per million.
- ND = not detected; NT= not tested; NV= no value.
- Analytical results compared to NYSDEC Part 375-6; Remedial Program Soil Cleanup Objectives, Table 375-(a) Unrestricted Use Soil Cleanup Objective; and Table 375-6.8(b): Restricted Use Soil Cleanup Objectives.
- J = Estimated value. The target analyte is below the reporting limit (RL), but above the method detection limit (MDL).
- P = The RPD between the results for the two columns exceeds the method-specified criteria.

7. Shading indicates:

	exceeds UUSCO
	exceeds RUSCO
	exceeds RRUSCO

Table III-B
Groundwater Analytical Testing Results Summary
1550 Harlem Road, Cheektowaga, New York
March 2017

Parameter	SB6	Class GA Criteria (ug/L)
Volatile Organic Compounds EPA Method 8260C TCL + STARS (ug/L)		
Acetone	19	50
Chloromethane	1.2 J	NV
Cyclohexane	0.52 J	NV
Methyl cyclohexane	0.55 J	NV
Semi Volatile Organic Compounds EPA Method TCL (ug/L)		
Naphthalene	0.16 JB	10

Notes:

1. Analytical testing performed by Alpha Analytical. Compounds detected in one or more samples are presented in this table. Refer to Appendix for the full analytical report.
2. ug/L = part per billion.
3. NV= no value.
4. J = Estimated value. The target analyte is below the reporting limit (RL), but above the method detection limit (MDL).
5. B = Analyte detected above the reporting limit in the associated method blank.
6. Analytical results compared to NYSDEC Class GA criteria obtained from the Division of Water Technical and Operational Guidance Series (TOGS 1.1.1), dated October 1993, revised June 1999,

TABLE III-C
Proposed Analytical Testing Program Summary
1550 Harlem Road, Sloan, NY
NYSDEC Brownfield Cleanup Program

Location	Number of Proposed Locations	Matrix	TCL VOCS	TCL SVOCs	TAL METALS Total	TAL METALS dissolved	PCBs	Pest/ Herbs
Excavation Confirmtion Samples								
Soil Boring	15	Soil	15	15	-	-	-	-
Duplicate		Soil	1	1	-	-	-	-
MS/MSD		Soil	2	2	-	-	-	-
Rinsate		Water	1	1	-	-	-	-
Total			19	19	0	0	0	0
Surface Soil Samples								
Hand Augers	3	Soil	3	3	3	-	2	6
Duplicate		Soil	0	0	0	-	0	1
MS/MSD		Soil	0	0	0	-	0	2
Rinsate		Water	0	0	0	-	0	1
Total			3	3	3	0	1	10
Soil Borings - Subsurface Samples								
Soil Boring	6	Soil	6	6	6	-	2	-
Duplicate		Soil	1	1	1	-	1	-
MS/MSD		Soil	2	2	2	-	2	-
Rinsate		Water	1	1	1	-	1	-
Total			10	10	10	0	6	0
Monitoring Wells								
Monitoring Well	3	Groundwater	3	3	3	3	-	-
Duplicate		Groundwater	1	1	1	1	-	-
MS/MSD		Groundwater	2	2	2	2	-	-
Rinsate		Water	1	1	1	1	-	-
Trip Blank		Water	1	-	-	-	-	-
Total			8	7	7	7	0	0
TOTAL SAMPLES			VOCs 40	SVOCs 39	METALS 20	METALS 7	PCBs 7	Pest/ Herbs 10

Notes:

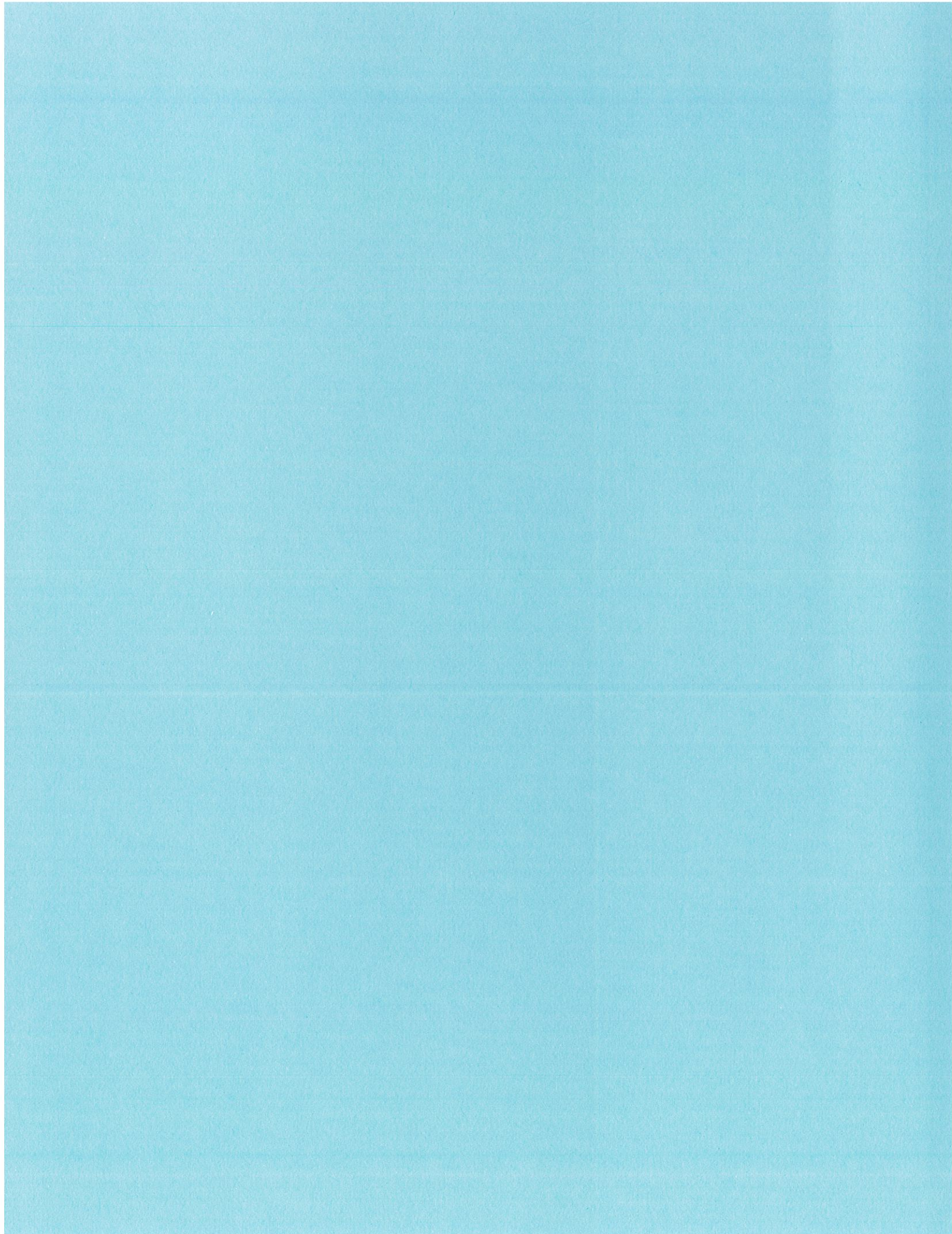
TCL VOCs - Target Compound List Volatile Organic Compounds.

TCL SVOCs - Target Compound List Semi-volatile Organic Compounds.

TAL Metals - Target Analyte List Metals.

TCL PCBs - Target Compound List Polychlorinated Biphenyls.

VOC TO-15 - sub-slab, ambient air and soil vapor probe analysis



Section IV

Property Information

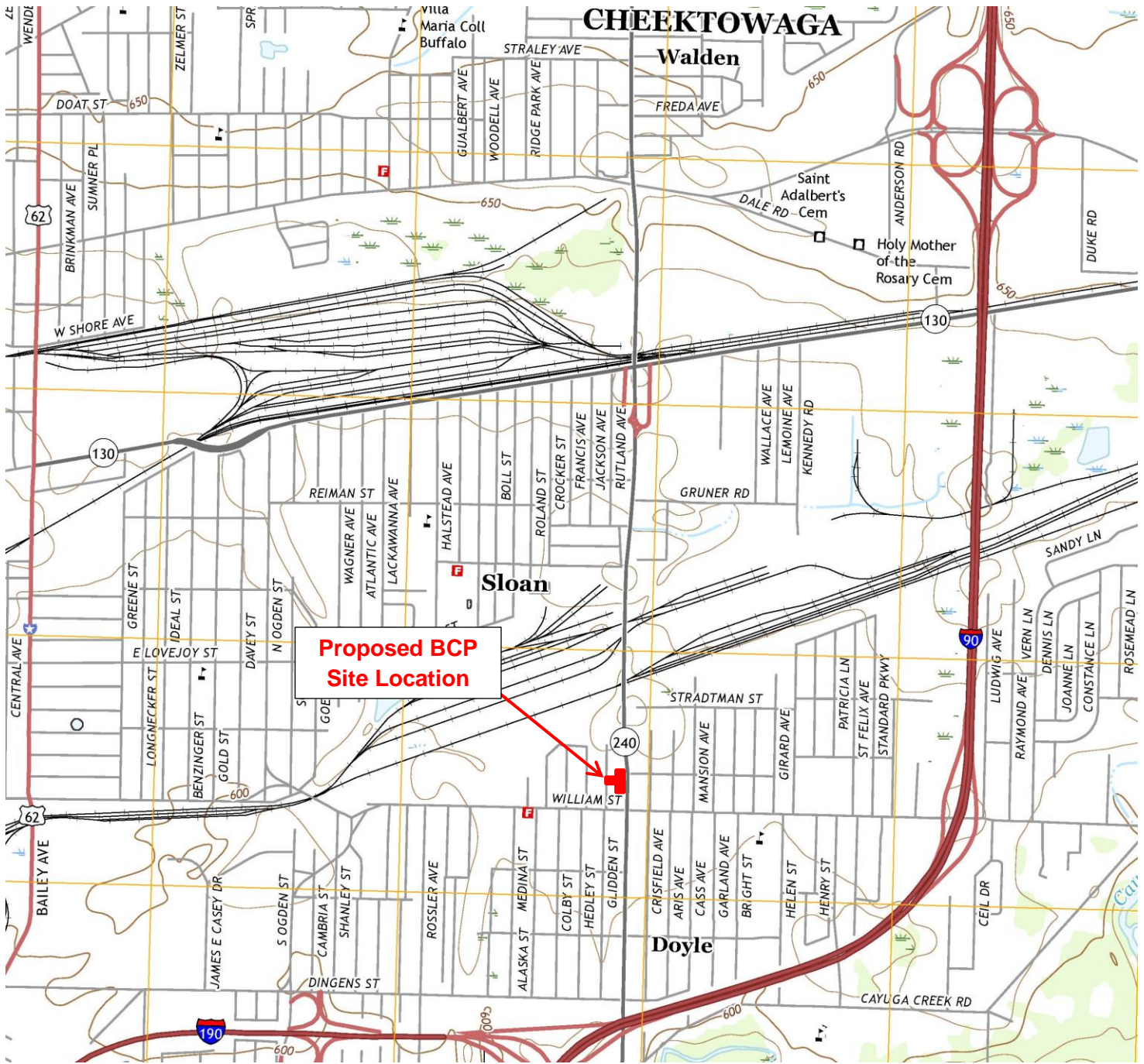
Figure IV-A – Site Locus – USGS Map

Figure IV-B – Tax Map

Figure IV-C – Site survey

Figure IV-D – Site Base Map

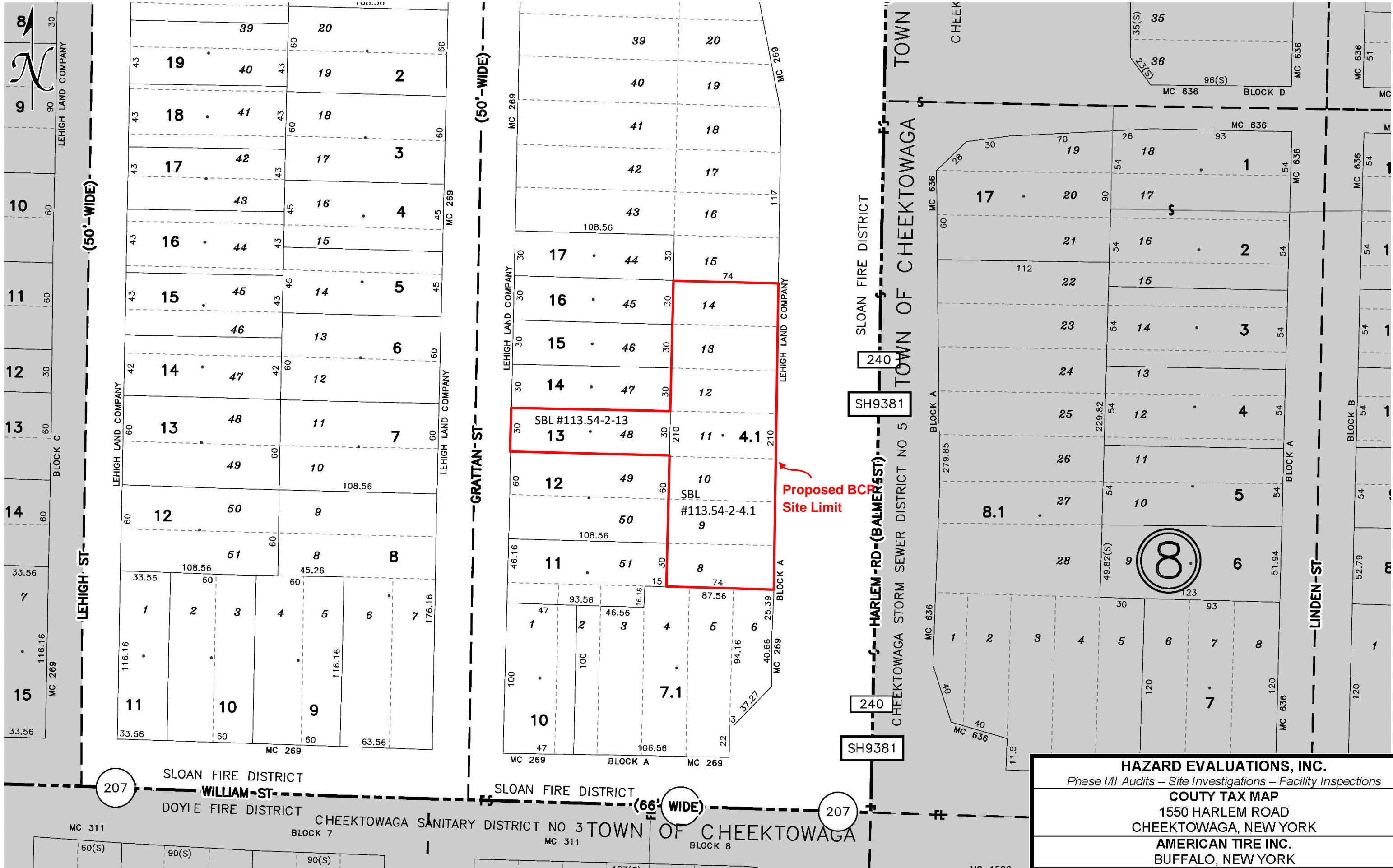
Property Description Narrative



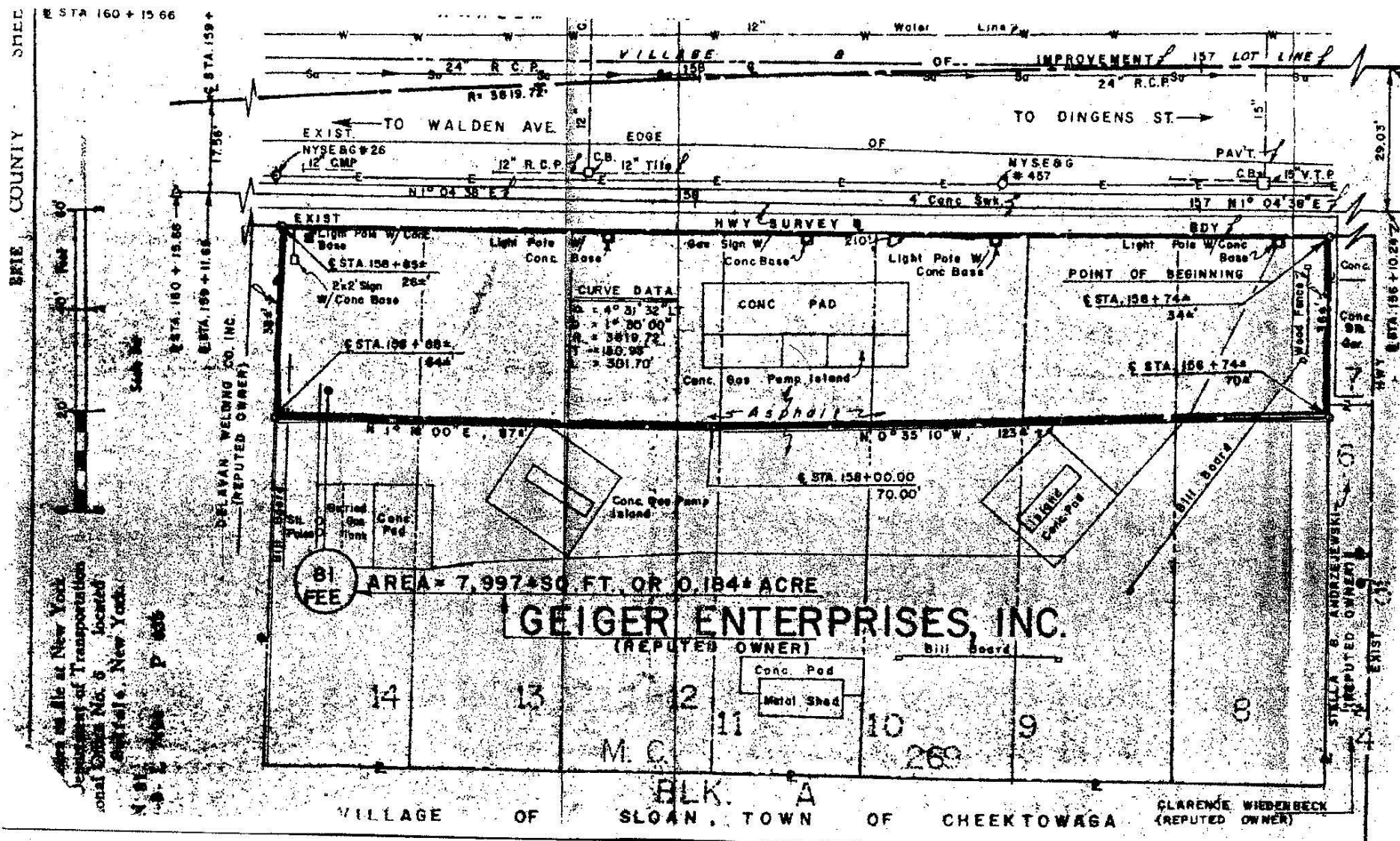
THIS DRAWING IS FOR ILLUSTRATIVE AND INFORMATIONAL PURPOSES ONLY
AND WAS ADAPTED FROM USGS, BUFFALO NE, NEW YORK 2016 QUADRANGLE.

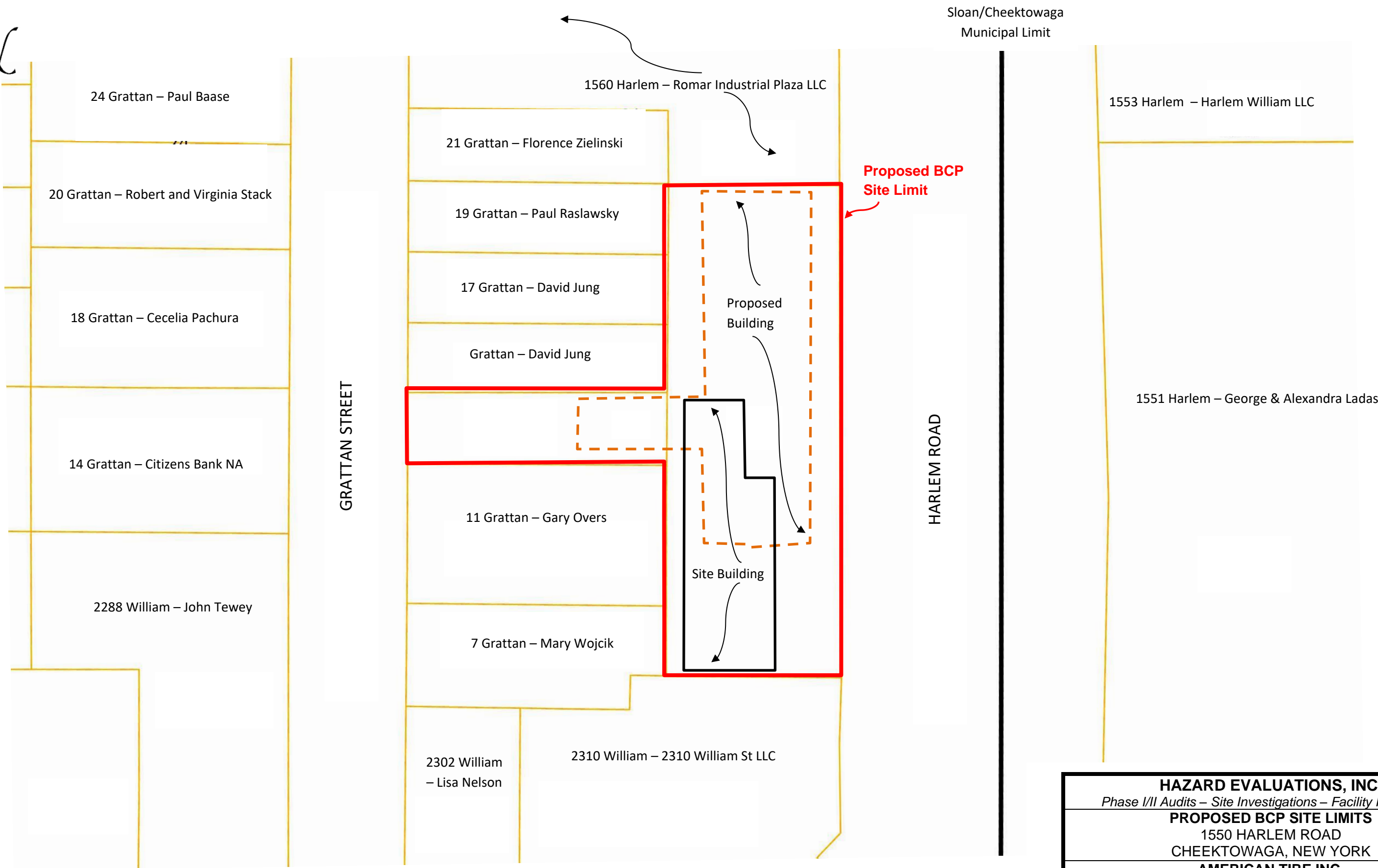


HAZARD EVALUATIONS, INC. <i>Phase I/II Audits – Site Investigations – Facility Inspections</i>		
SITE LOCATION 1550 HARLEM ROAD CHEEKTOWAGA, NEW YORK		
AMERICAN TIRE INC. BUFFALO, NEW YORK		
DRAWN BY: LSH	SCALE: NOT TO SCALE	PROJECT: e1621
CHECKED BY: EB	DATE: 05/17	FIGURE NO: IV-A



HAZARD EVALUATIONS, INC.		
Phase I/II Audits – Site Investigations – Facility Inspections		
COUNTY TAX MAP		
1550 HARLEM ROAD		
CHEEKTOWAGA, NEW YORK		
AMERICAN TIRE INC.		
BUFFALO, NEW YORK		
DRAWN BY: MMW	SCALE: NOT TO SCALE	PROJECT: e1621
CHECKED BY: MMW	DATE: 06/17 - revised	FIGURE NO: IV-B





KEY

Adjacent Property Address – Adjacent Property Owner

HAZARD EVALUATIONS, INC.		
Phase I/II Audits – Site Investigations – Facility Inspections		
PROPOSED BCP SITE LIMITS		
1550 HARLEM ROAD CHEEKTOWAGA, NEW YORK		
AMERICAN TIRE INC.		
BUFFALO, NEW YORK		
DRAWN BY: EB	SCALE: 1"=40'	PROJECT: e1621
CHECKED BY: MMW	DATE: 06/06/17 - Revised	FIGURE NO: IV-D

Property Description Narrative

Location – The site is addressed as 1550 Harlem Road in the Village of Sloan, Town of Cheektowaga, in Erie County, New York and consists of two parcels totaling approximately 0.43 acres of land. The site is bound to the east by Harlem Road, to the west by Gratton Street and residential properties, to the north by a commercial uses (Romar Industrial Plaza) and to the south by commercial uses (H&V Sales). The property is located within an urban area, utilized for commercial and residential purposes.

Site Features – The 1550 Harlem parcel is improved with one approximate 4,075 square foot one-story building located on the southern and central portion of the site. Historic features associated with a former greenhouse and outdoor nursery structures are located in the western and northern portion of the site, as well as paved parking areas in the eastern areas.

Current Zoning and Land Use – The site is currently inactive and has been abandoned since 2014. 1550 Harlem is currently zoned commercial – greenhouse. The western portion of the site is zoned as residential vacant land.

Past Uses of the Site – The site was originally developed as a gasoline station in the late 1950s or early 1960s, and continued to be used as a gas station until the 1970s. The site then remained vacant for a period of several years before being converted into a nursery/garden center in the early to mid 1980s. The site continued to be operated as a nursery/garden center until early 2014 and has been vacant since that time.

Prior uses that appear to have led to site contamination include former gasoline station, as well as storage of various pesticide/herbicides during usage as a nursery/garden center. Prior remedial measures have not been completed at the site. Hazard Evaluations Inc. completed a limited test pit investigation in January 2015. During the test pits, one approximate 8,000-gallon underground storage tank was identified. Petroleum impacted soil was present near the tank, as well as in former pipe island locations. Non-aqueous phase liquid (NAPL) or product, was identified near the tank as well as within the pump islands. The presence of contamination resulted in NYSDEC Spill #1410324 being assigned to the site.

Hazard Evaluations completed a second limited investigation in March 27. The work included completion of two hand augers, and 8 soil borings and collection of soil and groundwater samples, which is included in Section III.

Site Geology and Hydrogeology – Based on the soil borings and test pits completed, approximately 2 to 5 feet of granular and cohesive fill material is present throughout the site. The fill material extended to generally between 3 to 5 feet below grade. Silty clay was encountered below the fill material at each of the soil boring and test pits locations, and extended the full depth drilled. Temporary groundwater wells were installed at two locations. Groundwater was present at each well at a depth of approximately 4 to 8 feet below ground surface.

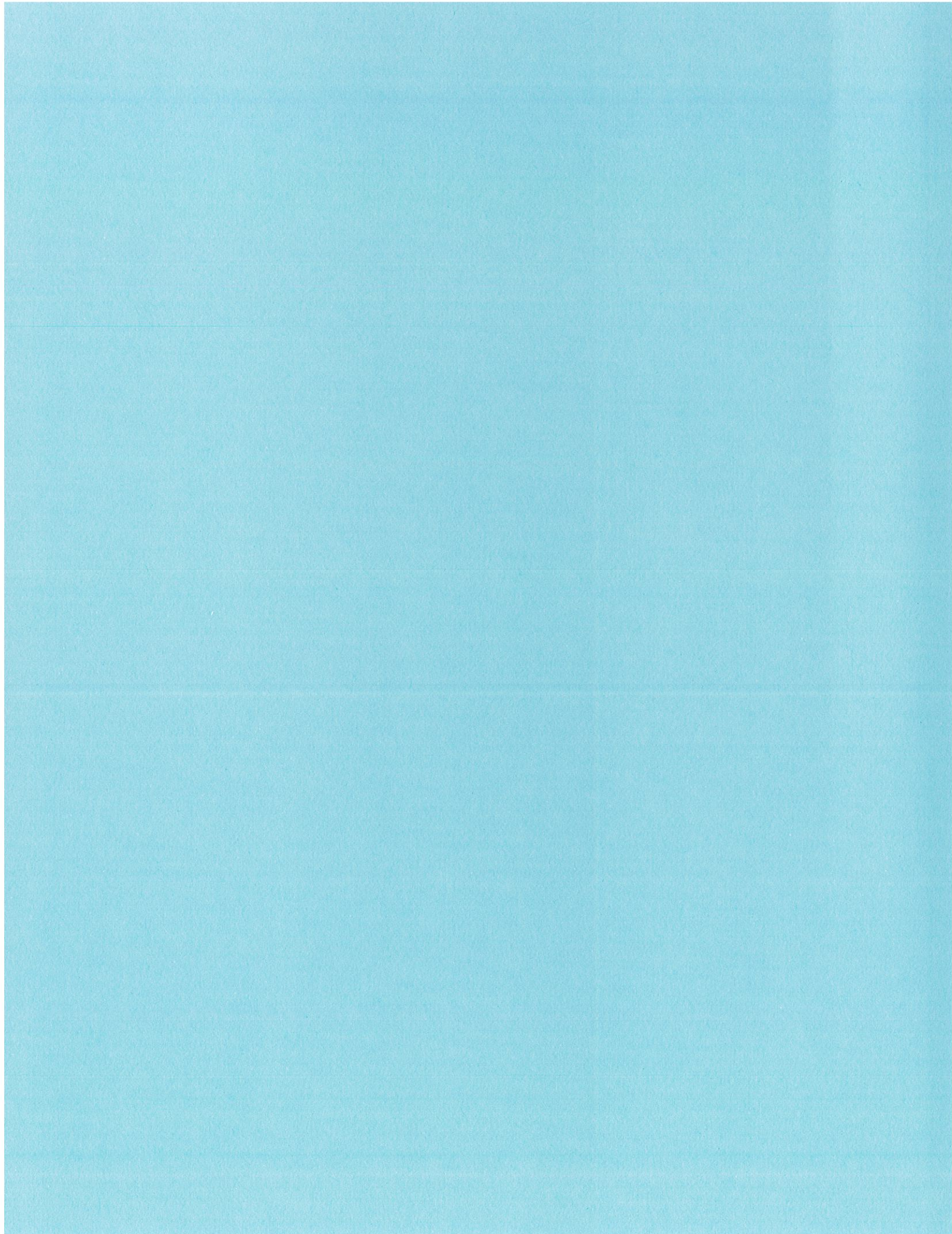
Based on a review of the site topographic conditions as depicted on the USGS 7.5 minute Topographic Quadrangle Map of Buffalo NE, New York, shallow localized groundwater flow is

expected to flow in a southerly direction toward Cayuga Creek located approximately 0.75 miles south; however regional groundwater flow is expected to flow westerly toward Lake Erie, located approximately 5.5 miles west of the Site.

Environmental Assessment – Based on the investigation completed in January 2015 and March 2017, the primary contaminants of concern in the soil include volatile organic compounds (VOCs) associated with gasoline contamination, including benzene and xylenes.

Soil – The contamination at the site is primarily due leakage from the current, unused USTs on site, as well as the former pump islands. VOCs were encountered in the soil samples collected from these areas exceeding restricted residential soil cleanup objectives (RRSCO). The concentrations of the VOCs were up to 10 ppm benzene (RRSCO – 2.9 ppm) and 160 ppm xylene (RRSCO – 100 ppm).

Groundwater – Groundwater was encountered at the two locations where temporary microwells were installed. A groundwater sample was not collected near the tank. One groundwater sample was collected from the western portion of the site, however detected concentrations of VOCs were not above NYSDEC Guidance Values.



Section VI

Current Property Owner/Operator Information – if not a Requestor

Requestor's Relationships

The Requestor is not the current owner, but potential purchaser. A contract to purchase has been established which is contingent upon entrance into the BCP. The current owner has provided letter allowing full access to the property. There is no relationship between the Requestor, corporate members, and the current owner.

The requestor has no relationship with any past owners. Past owners are summarized below. Please note, the current owner, Estate of Conrad Pinker, is addressing the limited title issues associated with the most recent property owners. Appropriate documentation will be provided to resolve the limited title issues.

1550 Harlem Road

Grantor	Grantee	Date	Last known address/phone
County of Erie	Merrill Construction	11/15/1946	Unknown
County Treasurer of the County of Erie - Foreclosure		10/06/1954	95 Franklin Street, Buffalo, NY 14202
County Treasurer	Harold Doran and Herman Doran	5/27/1955	Unknown
Herman Doran and Harold Doran	Laverne Doran and Miriam Doran	1/2/1957	Unknown
Lavern Doran and Miriam Doran	Harold J. Geiger	7/18/1968	Unknown
Harold J. Geiger	Geiger Enterprises Inc.	7/19/1968	Unknown
Geiger Enterprises Inc.	Richard J. Cino, Seymour Techner Jack Schiff, Paul C. Feinberg, Gerard M. Meehan, CMD Associates, Harold Wagner, Lena Techner, John Ursini and Lester H. Block	5/02/1975	Unknown
Gerald M. Meehan, CMD Associates Lester H. Block	Willie the Whale, Inc.	3/02/1976	Unknown
Seymour Techner Richard J. Cino	Willie the Whale, Inc.	3/02/1976	Unknown
Dorothy Schiff, Executrix for Jack Schiff	Willie the Whale, Inc.	5/19/1978	Unknown
Lena Techner	Willie the Whale, Inc.	5/24/1978	Unknown

Grantor	Grantee	Date	Last known address/phone
John Ursini	Willie the Whale, Inc.	4/27/1978	Unknown
Harold Wagner	Willie the Whale, Inc.	5/8/1978	Unknown
Pontiac Mall Optical Center Inc. Pension Plan	Willie the Whale, Inc.	4/25/1978	Unknown
Willie the Whale, Inc.	Enzo Horassutti Arthur Iamarino Agler Skinules Paul Feinburg Michael Drickman Richard J. Cino Dorothy Schiff Seymour Techner Harld J. Wagner Donald DiGiore Gerald A. Meehan Richard A. DiVita Seymour Grundy and Helen Grundy	6/30/1978	Unknown
Richard J. Cino	Conrad E. Pinker and Joann B. Pinker	11/13/1984	24 Tracy Lynn Ln, West Seneca, NY
Michael Drickman	Conrad E. Pinker and Joann B. Pinker	1/17/1985	24 Tracy Lynn Ln, West Seneca, NY
Ronald DiGiore	Conrad E. Pinker and Joann B. Pinker	11/08/1984	24 Tracy Lynn Ln, West Seneca, NY
Richard A. DiVita	Conrad E. Pinker and Joann B. Pinker	11/05/1984	24 Tracy Lynn Ln, West Seneca, NY
Paul Feinburg	Conrad E. Pinker and Joann B. Pinker	11/01/1984	24 Tracy Lynn Ln, West Seneca, NY
Seymour Grundy and Helen Grundy	Conrad E. Pinker and Joann B. Pinker	7/08/1985	24 Tracy Lynn Ln, West Seneca, NY
Arthur Iamarino	Conrad E. Pinker and Joann B. Pinker	11/14/1984	24 Tracy Lynn Ln, West Seneca, NY
Gerald Meehan	Conrad E. Pinker and Joann B. Pinker	11/06/1984	24 Tracy Lynn Ln, West Seneca, NY
Alger Skinules	Conrad E. Pinker and Joann B. Pinker	11/11/1984	24 Tracy Lynn Ln, West Seneca, NY
Dorothy Schiff	Conrad E. Pinker and Joann B. Pinker	12/27/1984	24 Tracy Lynn Ln, West Seneca, NY
Seymour Techner	Conrad E. Pinker and Joann B. Pinker	11/13/1984	24 Tracy Lynn Ln, West Seneca, NY
Enzo Morassutti	Conrad E. Pinker and Joann B. Pinker	12/12/1984	24 Tracy Lynn Ln, West Seneca, NY
Will of Conrad E. Pinker		3/22/2002	24 Tracy Lynn Ln, West Seneca, NY

Grattan Street

Grantor	Grantee	Date	Last known address/phone
County Treasurer of the County of Erie - Foreclosure		2/07/1944	95 Franklin Street, Buffalo, NY 14202
County Treasurer	County of Erie	9/20/1944	95 Franklin Street, Buffalo, NY 14202
County of Erie	Merrill Construction	12/22/1947	Unknown
County Treasurer of the County of Erie - Foreclosure		6/11/1957	95 Franklin Street, Buffalo, NY 14202
County Treasurer	County of Erie	10/24/1958	95 Franklin Street, Buffalo, NY 14202
County of Erie	Victor Christopher and Lena Christopher	9/30/1968	Unknown
Victor Christopher and Lena Christopher	Tony Andruchowsky	11/18/1973	Unknown
Tony Andruchowsky	Stefen Hladun and Anna Hladun	10/19/1973	Unknown
Stefan Hladun	Conrad E. Pinker and Joann Pinker (1/2 interest) and Wayne S. Schreiner and Ellen Marie Schreiner (1/2 interest)	12/01/1986	24 Tracy Lynn Ln, West Seneca, NY

Site Operators

In addition to the various record owners of the parcels identified in the abstract of title, the Site has been occupied by several entities since the early 1960s. The following historical information is to the best of the Volunteer's information and belief.

Prior to site development in the late 1950s to early 1960s, the site appeared to be vacant, undeveloped land. The earliest records of commercial or industrial uses at the 1550 Harlem Road site was in 1961 city directories, identifying the occupant as Life Oil Corp gas station. Historical records identified a gasoline station from the late 1950s until circa 1970. Additional, gas station occupants included U Save Oil Co. in 1966 and Bi-Four Less-Inc. gas station in 1970. The 1550 Harlem Road site remained vacant for several years before being converted into a nursery/garden center in 1986 by Conrad Pinker and operated as Schreiner's food market, also listed as Schreiners Old County Farm Market garden center. Mr. Pinker also purchased the Grattan site in 1986, and utilized that property for nursery/garden center purposes. The site continued to operate as a nursery/garden center identified as the Garden Spot Nurseries from about 1996 until early 2014, and has been vacant/abandoned since that time.

The site building has been vacant since the early 2014. The Requestor, as a Volunteer, is not aware of last known address for the previous operators, other than 1550 Harlem Road, Cheektowaga, New York. Additionally, the Requestor has no relationship with any of the past building operators. Below is a summary of know past operators.

Year	Last Known Address	Operator
2015-2017	1550 Harlem Road	- Vacant – no occupant
2014, 2010, 2005, 1996	1550 Harlem Road	- The Garden Spot (garden center/nurseries)
1996, 1991	1550 Harlem Road	- Screiner's Old Country Farm Market (garden center)
1980, 1975	1550 Harlem Road	- Vacant – no occupant
1970	1550 Harlem Road	- Bi-Four Less Inc. (gas station)
1966	1550 Harlem Road	- U Save Oil Co. (gas station)
1961	1550 Harlem Road	- Life Oil Corp (gas station)
1957	1550 Harlem Road	- Vacant – no building or occupant known

GERALD P. GORMAN
Attorney and Counselor at Law
180 Main Street Hamburg, New York 14075

(716) 648-9611
Telephone

(716) 648-9614
Facsimile

June 13, 2017

Robert E. Knoer, Esq.
The Knoer Group, PLLC
424 Main Street, Suite 1820
Buffalo, New York 14202

RE: Estate of Conrad Pinker to
1550 Harlem Road, Cheektowaga, NY 14206

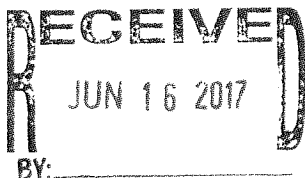
Dear Mr. Knoer:

Enclosed please find Holland Land Title & Abstract Company, Inc. search No. 2010-50201 relative to the above-referenced transaction.

Very truly yours,

GERALD P. GORMAN

GPG:jab
Enclosure





*A*STRACT of *T*ITLE

HOLLAND LAND TITLE & ABSTRACT COMPANY, INC.

**110 Pearl Street, Suite 900
Buffalo NY 14202-3207**

COUNTY: **Erie**
SBL NO.: **113.54-2-4.1 &**
SBL NO.: **113.54-2-13**

SEARCH NO.: **2010-50201**
SWIS Code: **143001**

TOWN	LOT NO.	TOWNSHIP & RANGE	ADDRESS (NO. & STREET)	SUB/COVER ACRES/ DIMENSIONS
Cheektowaga Village of Sloan	32	T-11 R-7	1550 Harlem Road v/l Grattan Street	Pts. Subs 8-14 All Sub 48 Block A Cover 269

HOLLAND LAND TITLE & ABSTRACT COMPANY, INC., a Corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby Certifies to the record owners of an interest in or specific lien upon the premises above described, that there are no COUNTY TAXES OR TAX SALES, now a lien against the real estate described in the tax rolls as above, now payable, except as follows:

ASSESSED TO: Conrad E. Pinker & W.
CERTIFY TO: Harold J. Wagner; Wayne Schreiner and Ellen Marie Schreiner; Estate of Conrad E. Pinker


NO SEARCH INCLUDED FOR COUNTY AND PURE WATERS DISTRICTS. NO SEARCH INCLUDED FOR LOCAL ASSESSMENTS, VILLAGE OR SCHOOL TAXES. PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER ON TITLE, IF PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

FOR WHAT TAX OR TAX SALE	YEAR	AMOUNT TAX OR SALE	REMARKS
COUNTY 113.54-2-4.1	2017	-	RWC
COUNTY 113.54-2-4.1	2016	\$3187.58 + int.	Open
COUNTY 113.54-2-4.1	2015	\$689.29 + int.	Open
COUNTY 113.54-2-4.1	2014	\$598.11	Paid
COUNTY 113.54-2-13	2017	-	RWC
COUNTY 113.54-2-13	2016	\$307.82 + int.	Open
COUNTY 113.54-2-13	2015	\$66.18 + int.	Open
COUNTY 113.54-2-13	2014	\$69.01	Paid

Plus interest, if any.

Dated: **May 16, 2017**

**HOLLAND LAND TITLE & ABSTRACT
COMPANY, INC.**

By: 
Authorized Signature

**FIRST AMERICAN TITLE INSURANCE COMPANY,
by its Agent, HOLLAND LAND TITLE & ABSTRACT COMPANY, INC.,
a New York Corporation**

for valuable consideration paid, GUARANTEE to the record owners of an interest in or a specific lien upon the premises particularly described **Below** on the date hereof and their successors in interest of record, that the SET-OUTS designated herein by marginal number(s) **1-69** inclusive, are all of the references affecting title to said premises, which appear upon

- (a) INDICES to records, papers, files and documents, (including the Inactive Hazardous Waste Disposal Site Registry Index as provided for in Section 316-b of New York Real Property Law since July 1, 1993) in the offices of the CLERK of the COUNTY OF ERIE, AND
- (b) INDICES to wills and administration of decedents' estates in the office of the SURROGATE of ERIE COUNTY
- (c) INDICES to bankrupts in the Buffalo, New York office of the CLERK of the UNITED STATES DISTRICT COURT for the WESTERN DISTRICT OF NEW YORK

against the names of the parties appearing in the within abstract during the periods in which it appears there was a record interest in said premises under the names from **June 4, 1908 as to Parcel A and May 4 1894 as to Parcel B** to the date hereof, and upon

- (d) JUDGMENT DOCKETS for ten last years past, and
- (e) DOCKETS of FEDERAL TAX LIENS for 10 years one month last past,

against the names of parties in such ownership in both of said offices of the aforesaid clerks, and GUARANTEE FURTHER that the SET-OUTS herein are correct statements as to such records and indices. The GUARANTEE under this Certificate shall not be limited by time.

**Harold J. Wagner; Wayne Schreiner and Ellen Marie Schreiner;
Estate of Conrad E. Pinker - Owner(s)**

WITNESS the Corporate Seal of said Corporations and the signature of their respective duly authorized officers this **16th** day of **May 2017** at **8:59 A.M.**

**HOLLAND LAND TITLE & ABSTRACT
COMPANY, INC.**

By: _____

Authorized Signature

Search No.: **2010-50201**

Abstractor: **KA**

PREMISES

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Sloan, Town of Cheektowaga, County of Erie and State of New York, and being part of Lot No. 32, Township 11, Range 7 of the Holland Land Company's Survey and according to map filed in the Erie County Clerk's Office under Cover No. 269 is known as Subdivision Lot No. 48 in Block "A", situate on the east side of Gratton Street.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Sloan, Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 32, Township 11 and Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under Cover No. 269 is known as part of Subdivision Lots Nos. 8 to 14 inclusive in Block "A" and described as follows:

BEGINNING at a point in the southwest corner of lands appropriated by the State of New York by Notice of Appropriation recorded in Erie County Clerk's Office in Liber 9109 of Deeds, page 172 described as Map No. 81, Parcel No. 81; running thence westerly along the south line of Subdivision Lot No. 8 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 to the southwest corner of said Subdivision Lot No. 8; thence northerly along the west line of Subdivision Lots Nos. 8, 9, 10, 11, 12, 13 and 14 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 a distance of 210 feet to the northwest corner of Subdivision Lot No. 14 in Block "A" according to map filed in said Clerk's Office under Cover No. 269; thence easterly along the north line of said Subdivision Lot No. 14 to the northwest corner of lands appropriated by the State of New York by aforesaid Notice of Appropriation; thence southerly along the west line of lands so appropriated about 210 feet to the southwest corner thereof and the point of beginning.

- | | | |
|----|-----------------------------|------------------------------|
| 1. | Herman Levenson | Warranty Deed |
| | -TO- | Dated: May 4, 1894 |
| | Edwin R. Ives | Ack.: May 28, 1894 |
| | (No search against grantor) | Rec.: May 29, 1894 |
| | | Liber 758 of Deeds, page 144 |
| | | Consideration: \$1.00 |

Conveys Subdivision Lot No. 8, Block A, Map Cover 269.

- | | | |
|----|-----------------------------|-------------------------------|
| 2. | Barbara Bender | Quit Claim Deed |
| | -TO- | Dated: January 29, 1906 |
| | Elizabeth Kaiser | Ack.: January 29, 1906 |
| | (No search against grantor) | Rec.: January 31, 1906 |
| | | Liber 1029 of Deeds, page 474 |
| | | Consideration: \$1.00 |

Conveys Subdivision Lot No. 9, Block A, Map Cover 269 et al.

- | | | |
|----|---|--------------------------------|
| 3. | Buffalo-Sloan Land Co. | Warranty Deed |
| | -TO- | Dated: June 10, 1908 |
| | Kate M. Kreinheder, as Executrix of the | Ack.: June 25, 1908 |
| | Last Will and Testament of | Rec.: November 12, 1908 |
| | Herman J. Kreinheder, deceased | Liber 1118 of Deeds, page 552 |
| | (No search against grantor) | Consideration: \$1.00 and more |

Conveys Subdivision Lots Nos. 10 and 11, Block A, Map Cover 269 et al.

- | | | |
|----|-----------------------|-------------------------------|
| 4. | In the Matter | Surrogate's Court Erie County |
| | -OF- | Petition for Probate |
| | Kate M. Kreinheder | Filed: September 22, 1923 |
| | Case No. 67885 | |

Recites Decedent died September 18, 1922.

Letters of Administration with the Will annexed issued to Thomas W. H.

Jeacock and Eben P. Watson.

5. In the Matter Surrogate's Court Erie County
-OF- Petition for Administration
Herman J. Kreinheder Filed: September 22, 1922
Case No. 36660

Recites Executor, Kate M. Kreinheder died September 18, 1922.

Letters of Administration with the Will annexed issued to Thomas W. H.
Jeacock and Eben P. Watson on September 22, 1922.

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6. Kate M. Kreinheder, as Executrix of the Warranty Deed
Last Will and Testament of Dated: July 9, 1923
Herman J. Kreinheder, by Ack.: January 21, 1924
Thomas W. H. Jeacock and Rec.: January 28, 1924
Eben P. Watson, Administrators Liber 1568 of Deeds, page 480
-TO- Consideration: \$1.00 and no more
Clara P. Kreinheder

Conveys Subdivision Lots Nos. 10 and 11, Block A, Map Cover 269.

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7. Buffalo-Sloan Land Co. Warranty Deed
-TO- Dated: June 10, 1908
George Repp Ack.: June 25, 1908
(No search against grantor) Rec.: November 12, 1908
Liber 1118 of Deeds, page 551
Consideration: \$1.00 and more

Conveys Subdivision Lots Nos. 12 and 13, Block A, Map Cover 269.

-
8. George Repp and Warranty Deed
Christine A. Repp, his wife Dated: September 16, 1922
-TO- Ack.: September 16, 1922
Mary A. Rozan Rec.: October 3, 1922
Liber 1625 of Deeds, page 346
Consideration: \$1.00

Conveys Subdivision Lots Nos. 12 and 13, Block A, Map Cover 269 et al.

9. Jerome F. Rozan and
Mary A. Rozan
-TO-
George Repp
(No search against Jerome F. Rozan)
- Mortgage \$1,000.00
Dated: September 21, 1922
Ack.: September 21, 1922
Rec.: October 3, 1922
Liber 1682 of Mortgages, page 162

Covers Subdivision Lots Nos. 12 and 13, Block A, Map Cover 269 et al.

10. Mary A. Rozen
-TO-
The Rozan Realty Corporation
- Warranty Deed
Dated: January 2, 1923
Ack.: February 15, 1923
Rec.: March 7, 1923
Liber 1631 of Deeds, page 400
Consideration: \$1.00

Conveys Subdivision Lots Nos. 12 and 13, Block A, Map Cover 269 et al.
Subject to mortgage recorded in Liber 1682 of Mortgages, page 162.

11. In the Matter
-OF-
Rozan Realty Corporation
File No. 12777
- Certificate of Incorporation
Filed in the Secretary of State's Office
October 25, 1920
Filed in the Erie County Clerk's Office
October 27, 1920 in
Liber 47 of Certificates of Incorporation,
page 623

12. Buffalo-Sloan Land Company
-TO-
Albert J. Sigman
(No search against grantor)
- Warranty Deed
Dated: June 4, 1908
Ack.: June 4, 1908
Rec.: July 16, 1908
Liber 1111 of Deeds, page 318
Consideration: \$1.00 and more

Conveys Subdivision Lot No. 14, Block A, Map Cover 269 and Parcel A
et al.

13. In the Matter Will
-OF- Dated: April 18, 1906
Albert J. Sigman Probated: June 25, 1908
Erie County Surrogate's Court
Case #: 46015

Directs that all just debts and funeral expenses be paid.
Makes certain monetary bequests.
All the rest, residue and remainder to Catherine Pfleuger, Andrew F. Sigman, John H. Sigman, Lewis W. Sigman.
Appoints Nelson C. Fuller and Philip J. Griffiths, Executors, and grants full power.
Codicil dated June 5, 1908 makes additional monetary bequest and appoints John W. Palmer, Executor, in place of Nelson C. Fuller.
Petition for Probate filed June 25, 1908 recites decedent died June 13, 1908 leaving him surviving Andrew F. Sigman, full brother, John H. Sigman, full brother, Louis W. Sigman, full brother, Catherine Pfeuger, full sister.
Letters Testamentary issued to John W. Palmer and Philip Griffiths on June 25 1908.

14. John W. Palmer and Executor's Deed
Philip J. Griffiths, as Executors of the Dated: October 14, 1924
Last Will and Testament of Ack.: October 14, 1924
Albert J. Sigman, deceased Rec.: October 23, 1924
-TO- Liber 1766 of Deeds, page 209
Sylvia Baird Consideration: \$390.00

Conveys Subdivision Lot No. 14, Block A, Map Cover 269 et al.

15. Sylvia Baird Warranty Deed
-TO- Dated: May 14, 1925
George E. Guay Ack.: May 14, 1925
Rec.: August 3,k 1925
Liber 1864 of Deeds, page 8
Consideration: \$1.00

Conveys Subdivision Lot No. 14, Block A, Map Cover 269 et al.
Recites being the same premises as conveyed by deed recorded in Liber 1766 of Deeds, page 209.

16. George E. Guay and Katherine M. Guay, husband and wife
-TO- Grover A. Winch
- Warranty Deed
Dated: March 12, 1929
Ack.: April 6, 1929
Rec.: June 17, 1929
Liber 2037 of Deeds, page 23
Consideration: \$1.00 and more

Conveys Subdivision Lot No. 14, Block A, Map Cover 269 et al.

17. John W. Palmer and Philip J. Griffiths, as Executors of the Last Will and Testament of Albert J. Sigman, deceased
-TO- Carrie B. White
- Executor's Deed
Dated: October 14, 1924
Ack.: October 14, 1924
Rec.: November 5, 1924
Liber 1766 of Deeds, page 219
Consideration: \$360.00

Conveys Parcel A.

18. In the Matter -OF- Foreclosure of Tax liens by the County of Erie pursuant to the In Rem Provisions of the Erie County Tax Act and the Resolution of the Board of Supervisors as shown by Item 29 Pg. 303 of the minutes of the proceedings of the said Board for the year 1943 affecting Real Property located in the Town of Cheektowaga and the Village of Sloan
- County Court Erie County
In Rem No. 37
Filed: February 7, 1944

Serial No. 375

Affects: Sublot 48, Block A, Map Cover 269

Last known owner: Carrie B. White

Owing Years: 1933-1943

Serial No. 353

Affects: Sublot 8, Block A, Map Cover 269

Last known owner: Edwub Uves

Owing Years: 1921-1943

Serial No. 354

Affects: Sublot 9, Block A, Map Cover 269

Last known owner: Eliz Kaiser

Owing Years: 1929-1943
Serial Nos. 355-356
Affects: Sublots 10 & 11, Block A, Map Cover 269
Last known owner: Carrie A. Kreinheder
Owing Years: 1928-1943
Serial Nos. 357-358
Affects: Sublots 12 & 13, Block A, Map Cover 269
Last known owner: Rozan Realty Corp.
Owing Years: 1923-1943
Serial No. 359
Affects: Sublot 14, Block A, Map Cover 269
Last known owner: Grover A. Winch
Owing Years: 1931-1943

19. Frank A. Slade, County Treasurer, Referee -TO- County of Erie	Referee's Deed Dated: September 20, 1944 Ack.: September 20, 1944 Rec.: September 20, 1944 Liber 3601 of Deeds, page 278 Consideration: \$702.00 Conveys premises et al, pursuant to the foreclosure of In Rem Action No. 37 above.
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20. County of Erie -TO- Merrill Construction Co. Inc.	Quit-Claim Deed Dated: December 22, 1947 Ack.: December 29, 1947 Rec.: December 29, 1947 Liber 4252 of Deeds, page 247 Consideration: \$696.12
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Conveys Parcel A et al.

Subject to easements and rights of way owned by the County of Erie and Excepting that part of the above described premises conveyed to or dedicated by the County of Erie for highway and drainage purposes as appears by the records of the Clerk of the county of Erie.

Recites, this conveyance is made and accepted pursuant to the terms of resolutions of the Board of Supervisors of the County of Erie by Item 18, Pgs. 188-189, Item 19 Pg. 304 and Item 36 Pg. 509 of the minutes of the proceedings of said Board for the Year 1944.

21.. In the Matter Certificate of Incorporation
-OF- Filed in the Secretary of State's Office
Merrill Construction Co. Inc. October 5, 1942
File No. 23397 Filed in the Erie County Clerk's Office
October 8, 1942

22. In the Matter County Court Erie County
-OF- In Rem No. 116
Foreclosure of Tax liens by the County of Serial No. 85
Erie, pursuant to the In Rem Provision of Filed: June 11, 1957
the Erie County Tax Act and the
Resolutions of the Board of Frank A. Slade, County Treasurer
Supervisors as shown by Item 34 of the County of Erie
Pg. 255 of the minutes of the
proceedings of the said Board for the
Year 1955 Item 31 Pg. 363 of the
minutes of the proceedings of the said
Board for the year 1956 and Item 20
Pg. 41 of the minutes of the proceedings
of the said Board for the year 1957
affecting real property located in the
Village of Sloan etc.

Affects: Sublot 48, Block A, Map Cover 269 (being Parcel A)
Last known owner: Merrill Const.
Owing Years: 1951-1956

23. Frank A. Slade, County Treasurer, Referee's Deed
Referee Dated: October 24, 1958
-TO- Ack.: October 27, 1958
County of Erie Rec.: December 5, 1958
Liber 6369 of Deeds, page 197
Consideration: \$1.00 and no more

Conveys same premises as described in In Rem 116 Serial No. 85 (being
Parcel A) et al, pursuant to the foreclosure of same.

24.	County of Erie	Quit-Claim Deed
	-TO-	Dated: July 23, 1968
	Victor Christopher and	Ack.: September 30, 1968
	Lena Christopher, his wife	Rec.: September 30, 1968
		Liber 7517 of Deeds, page 403
		Consideration: \$205.00

Conveys Parcel A, being that property acquired by the County of Erie as Serial No. 85 of In Rem Action No. 116.

Subject to easements and rights of way owned by the County of Erie and excepting that part of the above described premises conveyed to or dedicated by the county of Erie for highway and drainage purposes as appears by the records of the clerk of the County of Erie.

Recites, this conveyance is made and accepted pursuant to the terms of a resolution of the Erie County Legislature, being Item 9, Resolve 26, of the Minutes of the Proceedings of said Legislature for July 2, 1968.

25.	Victor Christopher and	Warranty Deed
	Lena Christopher, his wife	Dated: October 18, 1973
	-TO-	Ack.: October 18, 1973
	Tony Andruchowsky	Rec.: October 19, 1973
		Liber 8102 of Deeds, page 479
		Consideration: \$1.00 and more

Conveys Parcel A.

26.	Tony Andruchowsky	Warranty Deed
	-TO-	Dated: October 19, 1973
	Stefan Hladun and	Ack.: October 19, 1973
	Anna Hladun, his wife	Rec.: October 19, 1973
		Liber 8102 of Deeds, page 495
		Consideration: \$1.00 and more

Conveys Parcel A.

27. In the Matter Surrogate's Court Erie County
-OF- Petition for Administration
Anna Hladun Filed: June 13, 1979
Case No. 79-3025

Recites Decedent died November 8, 1978 leaving her surviving Stefan Hladun, husband.

28. Stefan Hladun, individually and as Warranty Deed
surviving spouse of Anna Hladun Dated: December 1, 1986
-TO- Ack.: December 1, 1986
Conrad E. Pinker and Rec.: December 24, 1986
Joann B. Pinker, his wife, 1/2 interest; Liber 9611 of Deeds, page 463
Wayne S. Schreiner and Consideration: \$1.00 and more
Ellen Marie Schreiner, his wife,
1/2 interest
Conveys Parcel A.

29. County of Erie Quit-Claim Deed
-TO- Dated: November 15, 1946
Merrill Construction Co. Inc. Ack.: November 15, 1946
Rec.: November 15, 1946
Liber 4019 of Deeds, page 318
Consideration: \$1691.18

Conveys Parcel B et al.

Subject to easements and right of way owned by the County of Erie and excepting that part of the above described premises conveyed to or dedicated by the County of Erie for highway and drainage purposes as appears by the records of the Clerk of the County of Erie.

Recites, this conveyance is made and accepted pursuant to the terms of a resolution of the Board of Supervisors of the County of Erie by Item 18 Pgs. 188-189, Item 19 Pg. 304 and Item 36 Pg. 509 of the Minutes of the Proceedings of said Board for the Year 1944.

30. In the Matter County Court Erie County
-OF- In Rem No. 114
Foreclosure of Tax liens by the County of Serial Nos. 38-44 incl.
Erie, pursuant to the In Rem Provision of Filed: October 6, 1954
the Erie County Tax Act and the
Resolution of the Board of Frank A. Slade, County Treasurer
Supervisors as shown by Item 32 of the County of Erie
Pg. 255 of the minutes of the
proceedings of the said Board for the
Year 1954 affecting real property
Located in the Village of Sloan et al

Affects: Sublots 8-14 incl., Block A, Map Cover 269
(being Parcel B et al)
Last known owner: Merrill Const. Co.
Owing Years: 1948-1953

31. Frank A. Slade, County Treasurer, Referee's Deed
Referee Dated: May 27, 1955
-TO- Ack.: May 27, 1955
Harold Doran and Rec.: May 27, 1955
Herman Doran Liber 5756 of Deeds, page 22
Consideration: \$2,025.00

Conveys same premises as In Rem 114, Serial Nos. 38-44 incl (being
Parcel B et al) pursuant to the foreclosure of same.

32. Herman Doran and Quit-Claim Deed
Harold Doran Dated: January 2, 1957
-TO- Ack.: January 2, 1957
Laverne Doran and Rec.: July 6, 1960
Miriam Doran Liber 6563 of Deeds, page 384
Consideration: \$1.00 and more

Conveys Parcel B et al.

33. Laverne Doran and Easement
Miriam Doran Dated: September 26, 1960
-TO- Ack.: September 26, 1960
New York State Electric & Gas Rec.: October 31, 1960
Corporation and Liber 6604 of Deeds, page 513
New York Telephone Co.
(No search against second parties)

Granted for electric and communication system purposes on grantor's lands fronting on Harlem Rd., north by Delevan Welding Co., south by Wiedenbeck property.

(See terms and conditions contained herein.)

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34. Laverne Doran and Covenant Vs Grantor Deed
Miriam Doran Dated: July 18, 1968
-TO- Ack.: July 18, 1968
Harold J. Geiger Rec.: July 19, 1968
Liber 7490 of Deeds, page 620
Consideration: \$1.00 and more

Conveys Parcel B et al.

Subject to mortgage recorded in Liber 6500 of Mortgages, page 71, since discharged.

Also subject to utility easements and rights of way of record.

-
35. Harold J. Geiger Warranty Deed
-TO- Dated: July 19, 1968
Geiger Enterprises Inc. Ack.: July 19, 1968
Rec.: July 19, 1968
Liber 7490 of Deeds, page 635
Consideration: \$1.00 and more

Conveys Parcel B et al.

Subject to mortgage recorded in Liber 6500 of Mortgages, page 71, since discharged.

Also subject to utility easements and rights of way of record.

36.	In the Matter -OF- Geiger Enterprises Inc. File No. 44094	Certificate of Incorporation Filed in the Secretary of State's Office November 28, 1966 Filed in the Erie County Clerk's Office January 17, 1967
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37	Geiger Enterprises Inc. -TO- Seymour Techner, individually and as Agent for Richard J. Cino, Jack Schiff, Paul C. Feinberg, Gerard M. Meehan, CMD Associates, Harold Wagner, Lena Techner, John Ursini and Lester H. Block	Memorandum of Lease Dated: May 2, 1975 Ack.: May 2 1975 Rec.: May 2, 1975 Liber 8273 of Deeds, page 597
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Leases Parcel B et al to second parties commencing May 1 1975 and
terminates May 1, 1979 with a four year renewal option.
(Lease contains an option to purchase.)

38.	Geiger Enterprises Inc. -TO- the following persons as tenants in common, in the respective percentages hereafter indicated Richard J. Cino .11429 Seymour Techner .11429 Jack Schiff .07428 Paul C. Feinberg .14286 Gerard E. Meehan .11428 C M D Associates .05714 Harold Wagner .11429 Lena Techer .04000 John Ursini .17143 Lester H. Block .05714	Warranty Deed Dated: May 2, 1975 Ack.: May 2, 1975 Rec.: May 2, 1975 Liber 8273 of Deeds, page 567 Consideration: \$1.00 and more
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Conveys Parcel B et al.

39. Geiger Enterprises Inc. Assignment of Lease
-TO- Dated: June 12, 1975
A.G.Q Food Company Inc. Ack.: June 12, 1975
(No search against second party) Rec.: June 12, 1975
Liber 8286 of Deeds, page 275

Assigns lease recorded in Liber 8273 of Deeds, page 597.

40. Paul C. Feinberg Bargain & Sale Deed
-TO- Dated: May 2, 1975
Pontiac Mall Optical Center Inc. Ack.: May 10, 1975
Rec.: January 26, 1976
Liber 8359 of Deeds, page 191
Consideration: \$1.00 and more

Conveys Parcel B et al.

41. NOTE: We find no Certificate of Incorporation for Pontiac Mall Optical Center Inc. filed in the Erie County Clerk's Office.

42. In the Matter Pension Plan
-OF- Dated: November 1, 1966
Pontiac Mall Optical Center Inc. Ack.: November 1, 1966
(Shown for reference only) Rec.: November 6, 1975
Liber 8336 of Deeds, page 109

Amends Pension Plan Agreement.
(See herein.)

43. Gerard M. Meehan, Bargain & Sale Deed
C M D Associates and Dated: March 2, 1976
Lester H. Block Ack.: March 2, 1976
-TO- Rec.: March 9, 1976
Willie the Whale Inc. Liber 8370 of Deeds, page 319
Consideration: \$1.00 and more

Conveys Parcel B et al.

44. In the Matter Certificate of Incorporation
-OF- Filed in the Secretary of State's Office
Willie the Whale Inc. March 21, 1974
File No. 55932 Filed in the Erie County Clerk's Office
April 25 1974

45. Seymour Techner and Bargain & Sale Deed
Richard J. Cino Dated: March 2, 1976
-TO- Ack.: March 2, 1976
Willie the Whale Inc. Rec.: March 9, 1976
Liber 8370 of Deeds, page 333
Consideration: \$1.00 and more
Conveys Parcel B et al.

46. In the Matter Will
-OF- Dated: January 27, 1970
Jack Lewis Schiff Probated: November 28, 1978
Erie County Surrogate's Court
Case #: 78-6279

Revokes all prior wills and codicils.

Directs that all just debts and funeral expenses be paid.

Makes certain monetary bequests.

All the rest, residue and remainder to his wife, Dorothy Schiff, and appoints her Executrix. If she cannot act he appoints his son Robert E. Schiff and his daughter Mrs. Myrna Techner, Co-Executors and grants full power.

Petition for Administration (Florida Resident with Will) filed May 12, 1978, Dade County Florida, recites decedent died April 25, 1978 leaving him surviving Dorothy Schiff – wife.

Letters Testamentary issued to Dorothy Schiff on May 12, 1978.

Petition for Probate filed November 21, 1978, Erie County Surrogate's Court.

Ancillary Letters of Administration CTA issued to Richard J. Cino on November 28, 1978.

47. Dorothy Schiff, as Executrix of the
Last Will and Testament of
Jack Schiff, deceased
-TO-
Willie the Whale Inc.
Executor's Deed
Dated: May 19, 1978
Ack.: May 19, 1978
Rec.: June 14, 1978
Liber 8656 of Deeds, page 67
Consideration: \$20,814.70

Conveys Parcel B et al.

48. Lena Techner
-TO-
Willie the Whale Inc.
Warranty Deed
Dated: May 24, 1978
Ack.: May 24, 1978
Rec.: June 14, 1978
Liber 8656 of Deeds, page 72
Consideration: \$1.00 and more

Conveys Parcel B et al.

49. John Ursini
-TO-
Willie the Whale Inc.
Warranty Deed
Dated: April 27, 1978
Ack.: April 27, 1978
Rec.: June 14, 1978
Liber 8656 of Deeds, page 77
Consideration: \$1.00 and more

Conveys Parcel B et al.

50. Harold Wagner
-TO-
Willie the Whale Inc.
Warranty Deed
Dated: May 8, 1978
Ack.: May 8, 1978
Rec.: June 14, 1978
Liber 8686 of Deeds, page 82
Consideration: \$1.00 and more

Conveys Parcel B et al.

51.	Pontiac Mall Optical Center Inc. Pension Plan -TO- Willie the Whale Inc.	Warranty Deed Dated: April 25, 1978 Ack.: April 25, 1978 Rec.: June 14, 1978 Liber 8656 of Deeds, page 132 Consideration: \$1.00 and more
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Conveys Parcel B et al.

52.	Willie the Whale Inc. -TO- Enzo Horassutti .10% interest, Arthur Imarino .10% interest, Alger Skinules .08% interest, Paul Feinberg .12% interest, Michael Drickman .048% interest, Richard J. Cino .04% interest, Dorothy Schiff .04 % interest, Seymour Techner .12% interest, Harold J. Wagner .04% interest, Donald DiGiore .036% interest, Gerald A. Meehan .04% interest, Richard A. DiVita .04% interest, Seymour Grundy and Helen Grundy, his wife, as joint tenants, .20 % interest	Warranty Deed Dated: June 30, 1978 Ack.: June 30, 1978 Rec.: July 10, 1978 Liber 8667 of Deeds, page 273 Consideration: \$1.00 and more
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Conveys Parcel B et al.

53.	Richard J. Cino, as Administrator CTA of the Last Will and Testament of Jack L. Schiff, deceased -TO Geiger Enterprises Inc.	Correcting Executor's Deed Dated: March 29, 1979 Ack.: March 29, 1979 Rec.: May 1, 1979 Liber 8779 of Deeds, page 411 Consideration: \$9,280.00
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Conveys Parcel B et al.

Recites, this deed is given and recorded for the purposes of title to premises in the grantee and to confirm an earlier conveyance of the same premises by Dorothy M. Schiff to Geiger Enterprises Inc. by deed recorded in Libber 8656 of Deeds, page 67.

54. William H. Wehr Jr., as trustee of Geiger Enterprises Inc. -TO- The People of the State of New York (No search against grantee)	Bargain & Sale Deed Dated: September 23, 1983 Ack.: September 23, 1983 Rec.: February 27 1985 Liber 9425 of Deeds, page 709 Consideration: \$33,700.00
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Conveys: All that piece or parcel of property hereinafter designated as Parcel No. 1 being a portion of Sublot Nos. 8, 9, 10,11, 12,13 & 14 in Block "A", as shown on Map Cover 269, by Leo Enlauer, Civil Engineer, and filed in the Erie County Clerk's Office on August 1, 1887, situate in Lot No. 3, Township 1, Range 7 in the Village of Sloan, Town of Cheektowaga, County of Erie, State of New York described as follows:

Beginning at a point on the westerly boundary of the existing Harlem Road, S. H. No. 938, at its intersection with the division line between the property reputedly owned by Geiger Enterprises, Inc. on the north and the property reputedly owned by Stella B. Andrzejewski on the south, said point being 34± feet distant westerly measured radially from Station 156+74± of the hereinafter described centerline for the reconstruction of the Harlem Road, S. H. No. 9381; thence westerly along the said division line 36± feet to a point 70± feet distant westerly measured radially from Station 156+74± of the said centerline; thence through the property reputedly owned by Geiger Enterprises, Inc., the following 2 courses and distances; (1) North 0° 35' 10" West, 123± feet to a point 70.00 feet distant westerly measured radially from Station 158+00 of the said centerline; thence (2) North 1° 18' 00" East, 87± feet to a point on the division line between the property reputedly owned by Geiger Enterprises, Inc. on the south and the property reputedly owned by Delavan Welding Co., Inc. on the north, said point being 64± feet distant westerly measured radially from Station 158+88± of the said centerline; thence easterly along the last mentioned division line 38± feet to a point on the said boundary, said point being 26± feet distant westerly measured radially from Station 158+85± of the said centerline; thence southerly along the said boundary 210 feet to the point of beginning, being 7,997± Square feet or 0.184 acre, more or less.

The above mentioned centerline, as shown on the accompanying map, is established from the 1973 survey baseline for the reconstruction of Harlem road, S. H. No. 9381, as shown on a map and plan on file in the office of the State Department of Transportation, a portion of said baseline being described as follows:

Beginning at Station 154+97.60-"WL"200+00.00; thence North 1° 04' 38" East to Station 160+15.66.

All bearing referred to true north at the 78° 35' 00" Meridian of West Longitude.

Being the same premises shown and described as Map 81, Parcel 81, Harlem Road, S. H. No. 9381, and filed in the Erie County Clerk's Office on December 14, 1979.

55.	Richard Cino a/k/a	Warranty Deed
	Richard J. Cino	Dated: November 13, 1984
	-TO-	Ack.: November 13, 1984
	Conrad E. Pinker and	Rec.: June 7, 1988
	Joann B. Pinker, his wife	Liber 9871 of Deeds, page 497
		Consideration: \$1.00 and more

Conveys Parcel B.

56.	Michael Drickman	Warranty Deed
	-TO-	Dated: January 17, 1985
	Conrad E. Pinker and	Ack.: January 17 1985
	Joann B. Pinker, his wife	Rec.: June 7, 1988
		Liber 9871 of Deeds, page 498
		Consideration: \$1.00 and more

Conveys Parcel B.

57.	Ronald DiGiore	Warranty Deed
	-TO-	Dated: November 8, 1984
	Conrad E. Pinker and	Ack.: November 8, 1984
	Joann B. Pinker, his wife	Rec.: June 7, 1988
		Liber 9871 of Deeds, page 499
		Consideration: \$1.00 and more

Conveys Parcel B.

58.	Richard A. DiVita	Warranty Deed
	-TO-	Dated: November 5, 1984
	Conrad E. Pinker and	Ack.: November 5, 1984
	Joann B. Pinker, his wife	Rec.: June 7, 1988
		Liber 9871 of Deeds, page 500
		Consideration: \$1.00 and more

Conveys Parcel B.

59. Paul Feinberg
-TO-
Conrad E. Pinker and
Joann B. Pinker, his wife

Warranty Deed
Dated: November 1, 1984
Ack.: November 1, 1984
Rec.: June 7, 1988
Liber 9871 of Deeds, page 501
Consideration: \$1.00 and more

Conveys Parcel B.

60. Seymour Grundy and
Helen Grundy, his wife
-TO-
Conrad E. Pinker and
Joann B. Pinker, his wife

Warranty Deed
Dated: July 8, 1985
Ack.: July 8, 1985
Rec.: June 7, 1988
Liber 9871 of Deeds, page 502
Consideration: \$1.00 and more

Conveys Parcel B.

61. Arthur Iamarino
-TO-
Conrad E. Pinker and
Joann B. Pinker, his wife

Warranty Deed
Dated: November 14, 1984
Ack.: November 14, 1984
Rec.: June 7, 1988
Liber 9871 of Deeds, page 503
Consideration: \$1.00 and more

Conveys Parcel B.

62. Gerard Meehan
-TO-
Conrad E. Pinker and
Joann B. Pinker, his wife

Warranty Deed
Dated: November 6, 1984
Ack.: November 6, 1984
Rec.: June 7, 1988
Liber 9871 of Deeds, page 504
Consideration: \$1.00 and more

Conveys Parcel B.
(Gerard Meehan signs Gerard D. Meehan)

- | | | |
|-----|---|---|
| 63. | Alger Skinules
-TO-
Conrad E. Pinker and
Joann B. Pinker, his wife | Warranty Deed
Dated: November 11, 1984
Ack.: November 14, 1984
Rec.: June 7, 1988
Liber 9871 of Deeds, page 505
Consideration: \$1.00 and more |
|-----|---|---|

Conveys Parcel B.

Conveys Parcel B.

Conveys Parcel B.

Conveys Parcel B.

68. In the Matter
-OF-
Conrad E. Pinker

Will
Dated: March 22, 2002
Probated: September 9, 2011
Erie County Surrogate's Court
Case #: 2011-3113

Directs that all just debts and funeral expenses be paid.

He gives all property, real and personal, to his wife Joann B. Pinker. If she should predecease then all the rest, residue and remainder to his four children: Mark E. Pinker, Ellen Pinker, Susan Procknal and Amy L. Pinker, in equal shares.

Appoints said wife Executrix. If she cannot act he appoints his daughters Ellen Pinker and Susan Procknal and grants full power.

Revokes all prior wills and codicils.

Petition for Probate filed August 11, 2011 recites decedent died July 11, 2011 leaving him surviving no spouse, but Mark E. Pinker, Amy L. DeWalt (fka Amy L. Pinker), Ellen Pinker, and Susan Procknal.

Letters Testamentary issued to Ellen Pinker and Susan Procknal on September 9, 2011.

69. NOTE: We find no Surrogate Proceedings on file in the Erie County Surrogate's Office for Joann B. Pinker.

May 16, 2017
@ 8:59 A.M.
KA/kmb

The *service* you need and the *quality* you trust.

~ OFFICE ~

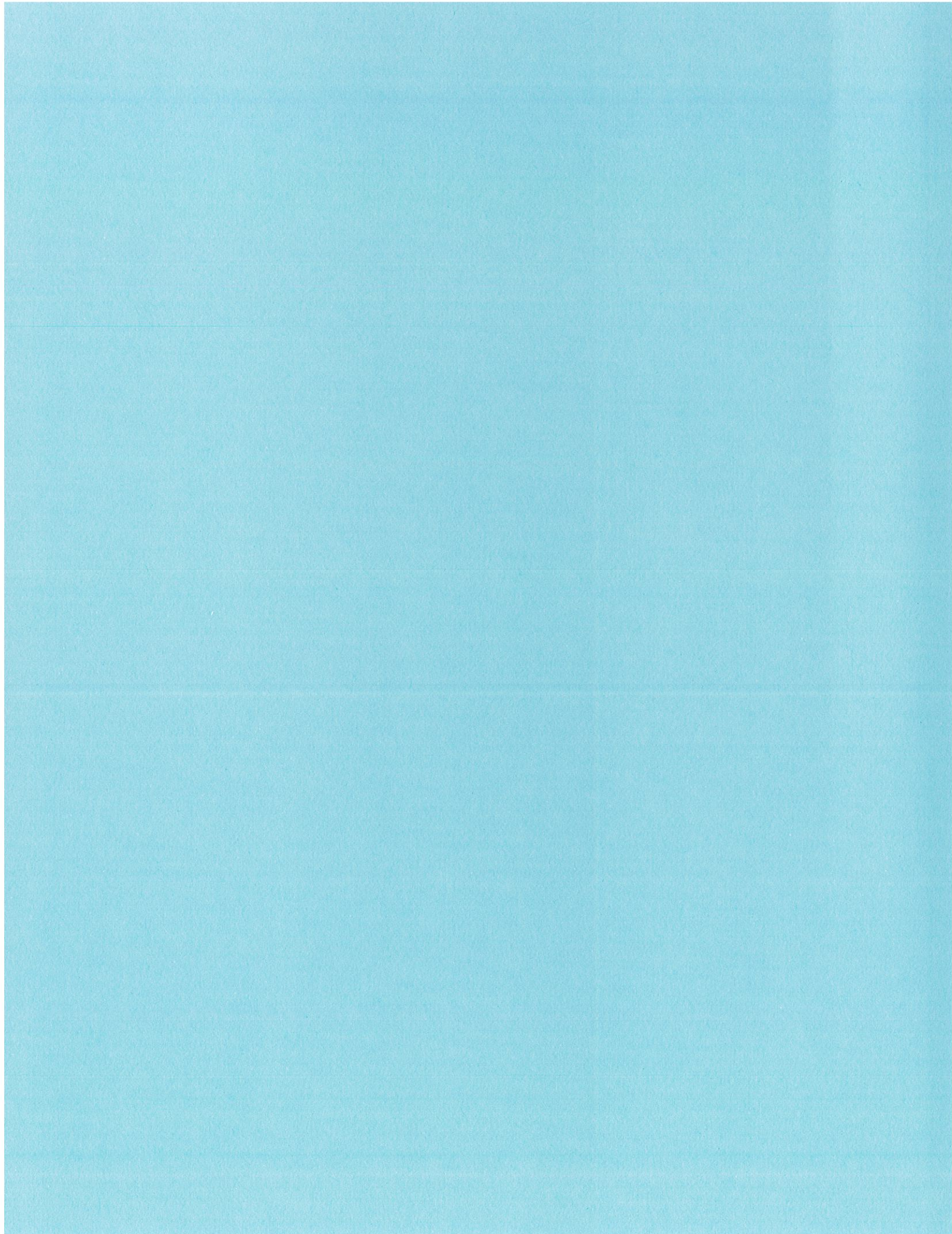
*B*UFFALO / *L*OCKPORT

110 PEARL STREET, SUITE 900

BUFFALO, NY 14202

Phone: (716) 853.6529

Fax: (716) 853.9870



Section VII

Requestor Eligibility Information

11. Unregistered Bulk Storage Tanks – During test pit investigations, an UST was identified. The UST is estimated to be approximately 8,000-gallons in site. The UST is not currently registered.

Volunteer – American Tire, Inc. should be considered a Volunteer to the BCP. American Tire, Inc. is not the current owner, and has not owned nor operated the subject site, and therefore does not have responsibility for the contamination present at the site. American Tire, Inc. is a potential purchaser with plan for full site redevelopment.

Proof of Site Access

Access agreement from current owner attached. Additionally, Section 6.2 of the attached Purchase Contract also provides access.

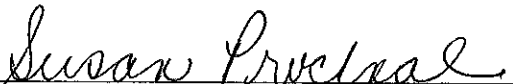
1550 HARLEM ROAD AND 0 GRATTAN STREET
CHEEKTOWAGA, NEW YORK 14206

CONSENT OF THE ESTATE OF CONRAD PINKER AUTHORIZING AMERICAN
TIRE, INC. TO PARTICIPATE IN THE NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION BROWNFIELD CLEANUP PROGRAM.

THE UNDERSIGNED, SUSAN PROCKNAL in her capacity as Executrix of the ESTATE OF
CONRAD PINKER, current owner of the properties located at 1550 Harlem Road (SBL
113.54-2-4.1) and 0 Grattan Street (SBL 113.54-2-13), Cheektowaga, New York 14206 (the
"Site").

DOES HEREBY CERTIFY:

That AMERICAN TIRE, INC., as Purchaser under a Contract of Purchase and Sale is hereby
authorized to execute documentation, have physical access to and permission to conduct
necessary environmental testing and remedial activities at the Site in furtherance of
AMERICAN TIRE, INC.'s participation in the New York State Department of Environmental
Conservation Brownfield Cleanup Program.


By Susan Procknal, Executrix of the
Estate of Conrad Pinker

RECEIVED
APR 17 2017
BY: _____

CONTRACT OF PURCHASE AND SALE

THIS AGREEMENT is made this 10 day of April, 2017 between the Estate of Conrad Pinker with an address at 1550 Harlem Road, Sloan, New York (the "Seller") and American Tire, Inc., a New York Corporation with a business address of 397 Ludington Street, Buffalo, New York 14206 (the "Purchaser").

RECITAL

Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, certain real property situated at 1550 Harlem Road, Cheektowaga, NY 14206 and 0 Grattan Street Cheektowaga, New York, 14206 identified more specifically by SBL 113.54-2-4.1 and 113.54-2-13 which parcels are described with more particularity on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS.

- 1.1. Agreement shall mean this Contract of Purchase and Sale, dated April 10, 2017 between Seller and Purchaser.
- 1.2. Casualty Loss shall mean any damage to the Real Property or Improvements caused by fire, storm or other casualty or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of the Real Property or any portion thereof.
- 1.3. Closing shall mean the closing of title to the Real Property to be held at the time and place set forth in this Agreement.
- 1.4. Closing Date shall mean 30 days following the Inspection Date.
- 1.5. Code shall mean the Internal Revenue Code of 1986, as amended.
- 1.6. Deed shall mean the statutory form of warranty deed to be executed and delivered by Seller pursuant to the terms of this Agreement.
- 1.7. Documents shall mean all: (a) contracts or agreements affecting or relating to the Real Property and Improvements; (b) warranties, guarantees, indemnities and claims inuring to the benefit of Seller with respect to the Real Property and Improvements; (c) licenses, permits or similar documents affecting or relating to the Real Property and Improvements; (d) appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies and other technical descriptions affecting or relating to the Real Property and Improvements; (e) insurance contracts or policies affecting or relating to the Real Property and Improvements; and (f) documentation owned by or in the possession of Seller that relates to the design, construction, ownership, use, leasing, maintenance, service or operation of all or any portion of the Real

Property and Improvements, including but not limited to Seller's federal tax returns for the previous three years, Sellers checking account statements showing individual deposits for the last three years; (g) leases and rent rolls; (h) tax bills for all real property taxes and/or special assessments for the 12 months preceding the Effective Date; (i) all citations, notices of building code violations or other charges levied by any governmental authority concerning the condition and/or use of the Real Property.

1.8. Effective Date shall mean the date the contract is executed by both parties.

1.9. Encumbrances shall mean all liens and security interests, claims, encumbrances, easements, right of way, encroachments, reservations, restrictions and any other matters affecting title to the Real Property.

1.10. Environment shall mean water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

1.11. Environmental Law shall mean any statute, law, ordinance, rule, regulation, permit, license, order, directive, guideline or policy of any Governmental Agency, now or hereafter in effect, relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Material.

1.12. Governmental Agency shall mean any federal, state or local governmental court, agency or other entity, body, organization or group exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

1.13. Hazardous Material shall mean any petroleum, PCBs, asbestos, chemical substance, waste, pollutant or contaminant, as defined in, or regulated by, any Environmental Law or as determined by any Governmental Agency.

1.14. Inspection Date shall mean 90 days from the Effective Date.

1.15. Inspection Period shall mean that period from the date hereof until the Inspection Date.

1.16. Purchase Price shall mean Sixty Thousand (\$60,000.00) (U.S.) Dollars

1.17. Real Property shall mean that parcel of real property situated in the Town of Amherst, County of Erie and State of New York commonly known as 1550 Harlem Road and 0 Grattan Street, Cheektowaga, NY 14206, also known as SBL 113.54-2-4.1 and 113.54-2-13 and being more particularly described in Exhibit A attached hereto, together with all rights, privileges, interests, easements, rights of way, restrictions, reservations, hereditaments and appurtenances thereunto of record and in any way incident, appertaining or belonging, including, but not limited to all right, title and interest in and to adjacent streets, alleys, and any adjacent strips or gores of real estate.

1.18. Survey shall mean a survey of the Real Property and the Improvements dated

Purchaser's Initials PRW

Page 2

Seller's Initials SP

subsequent to the Effective Date, prepared in accordance with Bar Association of Erie County standards.

1.19. Title Search shall mean a fully guaranteed tax and title search covering the Real Property only, the first set out of which shall be the first recorded source of title in the Erie County Clerk's Office, the last continuation of which shall be dated subsequent to the Effective Date and where not covered by the search, a local tax certificate.

2.0 PURCHASE AND SALE.

2.1. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Real Property.

3.0 CLOSING.

3.1. The Closing shall take place at 10:00 a.m. on the Closing Date at a location in the City of Buffalo to be mutually agreed upon by Seller and Purchaser.

4.0 PAYMENT OF PURCHASE PRICE.

4.1. The Purchase Price shall be Sixty Thousand (\$60,000) Dollars paid as follows:

- a. Within Forty-Eight (48) hours of Seller signing the contract Purchaser shall deliver \$5,000 to Sellers attorney to be held in escrow pending contingencies;
- b. On Purchaser being admitted into the New York State Brownfield Program Purchaser shall deliver \$10,000 to Sellers attorney to be held in escrow pending closing;
- c. On the Closing Date, the Purchaser shall deliver the balance of the \$60,000 purchase price as may be adjusted under this Agreement.

5.0 TITLE.

5.1. Seller shall provide Purchaser with a Title Search and Survey within Fifteen (15) days of the Effective Date.

5.2. No later than 15 days after receipt of the Search, Purchaser shall give Seller written notice of any Encumbrances which in Purchaser's opinion renders title to the Real Property unmarketable. Within 10 calendar days of its receipt of such notice from Purchaser, Seller shall commit to either cure such title defects or obtain a commitment for fee title insurance at standard rates insuring the Purchaser against collection of any objectionable Encumbrances out of or enforcement of any objectionable Encumbrances against the Real Property. If Seller shall fail to commit to effect such cure or obtain such commitment within such 10 calendar day period, Purchaser may elect (a) to accept such title to the Real property as Seller shall be able to convey or (b) to cancel this Agreement by giving written notice to Seller, whereupon this

Purchaser's Initials ARW

Page 3

Seller's Initials SP

Agreement shall be deemed to be terminated as of the date of such notice, the attorney for the Purchaser shall immediately return the Deposit to Purchaser, and neither party shall have any further rights or claims against the other.

6.0 INSPECTION AND DUE DILIGENCE.

6.1. Seller shall provide Purchaser with the Documents within 10 days after the Effective Date. Any delay in delivery of the required Document shall result in an equal extension of the Inspection Period.

6.2. Purchaser shall have until the conclusion of the Inspection Period to conduct its due diligence and inspect the Real Property and improvements and obtain admission into the New York State Brownfield Cleanup Program ("BCP"). Seller shall provide access to the Purchaser for purposes of conducting its investigation and inspection of the Real Property and improvements. Seller further agrees to sign any documentation as may be required by the New York State Department of Environmental Conservation to authorize Purchaser to access, investigate and remediate the site pursuant to the BCP program and enter an Environmental Easement as may be required under the BCP.

6.3. If Purchaser determines during the Inspection Period that the Real Property is not suitable for any reason, or it is not accepted into the BCP program, it may terminate this Agreement upon written notice to the Seller and the Purchaser's attorney shall return the Deposit to the Purchaser and neither party shall have any further rights or claims against party.

7.0 WARRANTIES AND REPRESENTATIONS OF SELLER.

7.1. As a material inducement to cause Purchaser to enter into this Agreement with Purchaser's Attorney, Seller represents to Purchaser that:

7.2. Seller has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when executed by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

7.3. Seller has good and indefeasible fee simple title to the Premises. No party has or shall have any right in, or to acquire the Premises. At the Closing, the Premises shall be free and clear of all encumbrances.

7.4. There is no condemnation or eminent domain proceeding affecting the Real Property or Improvements, or any part thereof.

7.5. Seller has received no notice of any default or breach by Seller under any covenant, condition, restriction, right of way or easement affecting or any portion thereof, and no such default or breach now exists.

7.6. No building or other improvement encroaches onto the Real Property, nor does

Purchaser's Initials SP

Page 4

Seller's Initials SP

any Improvement encroach onto lands of others or onto any private or public road, easement or right of way.

7.7. There are no outstanding notices calling attention to the need for any unperformed curbing, recurbing, paving, repaving or other construction, improvements or work on or about the Real Property or on any streets or roads abutting the Real Property or for the removal of any nuisance from the Real Property. All street paving, curbing, sewer installation or other public improvements for which the Real Property is assessable have been fully paid for.

7.8. There are no permits, licenses or consents required by any Governmental Agency in connection with the use and occupancy of the Premises other than as provided in the Documents. All permits, licenses and certificates so provided have been duly issued by the appropriate Governmental Agencies.

7.9. Seller has not received any notices from any insurance company of any defects or inadequacies in the Premises or any part thereof which would materially and adversely affect the insurability of the Premises or the premiums for the insurance thereof.

7.10. Seller is not a foreign person as defined in Section 1445(f)(3) of the Code.

8.0 CONDITIONS TO SALE.

8.1. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to complete Closing under this Agreement is contingent upon the satisfaction or waiver by Purchaser of the following conditions:

8.2. Purchasers waive the due diligence contingency following the Inspection Period.

8.3. Purchaser obtains approval to rezone the Property as may be required.

8.4. Admission into the BCP program.

8.5. The representations and warranties of the Seller contained in this Agreement shall be true on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date.

8.6. Purchaser shall not have discovered any material error, misstatement or omission in the representations and warranties made by Seller in this Agreement.

8.7. Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by prior to or as of the Closing Date.

8.8. As of the Closing Date, the Real Property shall be in substantially the same condition as it was on the Effective Date, ordinary wear and tear excepted.

9.0 SELLER'S COVENANTS.

Purchaser's Initials RLW

Page 5

Seller's Initials SP

Seller covenants that between the Effective Date and the Closing Date:

9.1. It shall not encumber the Premises, or enter into any lease or other occupancy agreement with respect to the Premises without the prior written consent of Purchaser.

9.2. Seller shall not modify or amend any existing service contract or enter into any new service contract with respect to the Premises without Purchaser's prior written consent.

9.3. Seller shall cause to be maintained in full force and effect all insurance policies currently maintained with respect to the Premises.

9.4. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or for any subsequent fiscal period without the prior written consent of Purchaser.

9.5. Seller shall maintain, repair, manage and operate the Premises in a business-like manner in accordance with Seller's prior practices.

9.6. Seller shall immediately notify Purchaser of any material change with respect to the Premises or with respect to any information, representation or warranty heretofore or hereafter furnished by Seller to Purchaser concerning the Premises.

9.7. Seller shall, upon Purchaser's request, provide Purchaser with reasonable access to the Premises for the purpose of verifying Seller's performance of its obligations hereunder.

10.0 SELLER'S CLOSING OBLIGATIONS.

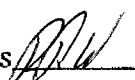
At the Closing, Seller shall deliver to Purchaser:

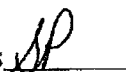
10.1. The Deed, properly executed and in proper form for recording, with all required transfer taxes or charges paid, conveying to the Purchaser good and marketable title to the Real Property and Improvements; all leases then in effect, all originals of any Documents which were provided to Purchaser as copies

10.2. An Affidavit regarding Seller's identity for purposes of Section 1445 of the Code;

10.3. Such affidavits as the Title Company shall reasonably require in order to omit from any title policies being obtained by Purchaser all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name;

10.4. Evidence satisfactory to Purchaser and the Title Company that the person executing the documents at the Closing on behalf of Seller has the full right, power and authority to do so,

Purchaser's Initials 

Seller's Initials 

b. Rents. For adjustment purposes, all rents will be considered paid to the Seller if due at the date of adjustment.

12.2. Seller shall pay any and all transfer, gains or documentary stamp taxes and other taxes due in connection with the transfer of the Premises from Seller to Purchaser.

12.3. Purchaser shall pay all recording and filing fees incurred in connection with the Deed and if applicable all mortgage recording tax and recording fees imposed with respect to the Mortgage.

12.4. Seller and Purchaser agree to comply in all respects with Section 1445 of the Code and the regulations issued there under (the "Regulations"). If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Purchaser at Closing a non-foreign certificate as prescribed by the Regulations properly executed and in form and content satisfactory to Purchaser. If Seller is a "foreign person" or fails or refuses to deliver the non-foreign certificate, or if Purchaser receives notice, or has actual knowledge, that the non-foreign certificate is false, a tax equal to 10% of the Purchase Price shall be withheld by Purchaser at Closing and paid to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations. In the event of any withholding, Seller's obligations to deliver title and close this transaction shall not be excused or otherwise affected.

13.0 CASUALTY LOSS.

Seller and Purchaser acknowledge and agree that the risk of loss to the Real Property between the Effective Date and the Closing Date shall remain with the Seller.

14.0 BROKER.

Seller and Purchaser agree that **NO** real estate broker is entitled to a commission in connection with this transaction. Seller shall pay any commission as may be earned. Seller and Purchaser shall indemnify and defend each other against any costs, or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this Section 14. The representations and obligations under this Section 14 shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

15.0 NOTICES.

15.1. All notices under this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, or similar private overnight carrier, addressed to the party for which such notice is intended, at such party's address set forth below or at such other address as may be provided by such party to the other parties by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective when deposited in the mail or delivered to the overnight carrier, as the case may be, addressed as follows:

Purchaser's Initials PRW

Seller's Initials SP

To the Seller:
Estate of Conrad Pinker
1550 Harlem Road
Sloan, New York

With a copy by email to:

Gerald P. Gorman, Esq
180 Main Street
Hamburg New York 14075
Jerry@geraldpgorman.com

To the Purchaser:

American Tire, Inc.
397 Ludington Street
Buffalo, New York 14206

With a copy by email to:

Robert E. Knoer, Esq.
The Knoer Group, PLLC
424 Main Street, Suite 1820
Buffalo, NY 14202
rknoer@knoergroup.com

15.2. MISCELLANEOUS PROVISIONS.

15.3. This Agreement, and all of its agreements, warranties and representations, shall survive the Closing and the delivery of the Deed by Seller to Purchaser.

15.4. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

15.5. Should either Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the prevailing party shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees in the trial and appellate courts, expended or incurred in connection therewith.

15.6. This Agreement embodies and constitutes the entire understanding between the

Purchaser's Initials RP

Seller's Initials SP

parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

15.7. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

15.8. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

15.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and assigns.

15.10. This Agreement may be freely assigned by Purchaser in its absolute and sole discretion without the consent of Seller.

15.11. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser and the Deposit has been delivered to attorney for the Purchaser.

15.12. As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

15.13. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
ESTATE OF CONRAD PINKER

By: Susan Proctor (Executor)

PURCHASER:
AMERICAN TIRE, INC.

By: R. H. W. President

Purchaser's Initials RAW

Seller's Initials SP

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Sloan, Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 32, Township 11 and Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under Cover No. 269 is known as part of subdivision lots Nos. 8 to 14 inclusive in Block "A" and described as follows:

Beginning at a point in the southwest corner of lands appropriated by the State of New York by notice of appropriation recorded in Erie County Clerk's Office in liber 9109 of Deeds page 172 described as Map No. 81, Parcel No. 81: running thence westerly along the south line of subdivision lot No. 8 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 to the southwest corner of said subdivision lot No. 8: thence northerly along the west line of subdivision lots Nos. 8, 9, 10, 11, 12, 13 and 14 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 a distance of two hundred ten (210) feet to the northwest corner of subdivision lot No. 14. In Block "A" according to map filed in said Clerk's Office under Cover No. 269: thence easterly along the north line of said subdivision lot No. 14 to the northwest corner of lands appropriated by the State of New York by aforesaid notice of appropriation: thence southerly along the west line of lands so appropriated about two hundred ten (210) feet to the southwest corner thereof and the point of beginning.

Purchaser's Initials

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Page 11

Seller's Initials

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CONTRACT OF PURCHASE AND SALE

THIS AGREEMENT is made this 10 day of April, 2017 between the Estate of Conrad Pinker with an address at 1550 Harlem Road, Sloan, New York (the "Seller") and American Tire, Inc., a New York Corporation with a business address of 397 Ludington Street, Buffalo, New York 14206 (the "Purchaser").

RECITAL

Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, certain real property situated at 1550 Harlem Road, Cheektowaga, NY 14206 and 0 Grattan Street Cheektowaga, New York, 14206 identified more specifically by SBL 113.54-2-4.1 and 113.54-2-13 which parcels are described with more particularity on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS.

1.1. Agreement shall mean this Contract of Purchase and Sale, dated April 10, 2017 between Seller and Purchaser.

1.2. Casualty Loss shall mean any damage to the Real Property or Improvements caused by fire, storm or other casualty or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of the Real Property or any portion thereof.

1.3. Closing shall mean the closing of title to the Real Property to be held at the time and place set forth in this Agreement.

1.4. Closing Date shall mean 30 days following the Inspection Date.

1.5. Code shall mean the Internal Revenue Code of 1986, as amended.

1.6. Deed shall mean the statutory form of warranty deed to be executed and delivered by Seller pursuant to the terms of this Agreement.

1.7. Documents shall mean all: (a) contracts or agreements affecting or relating to the Real Property and Improvements; (b) warranties, guarantees, indemnities and claims inuring to the benefit of Seller with respect to the Real Property and Improvements; (c) licenses, permits or similar documents affecting or relating to the Real Property and Improvements; (d) appraisals, plans, drawings, specifications, surveys, engineering reports, environmental studies and other technical descriptions affecting or relating to the Real Property and Improvements; (e) insurance contracts or policies affecting or relating to the Real Property and Improvements; and (f) documentation owned by or in the possession of Seller that relates to the design, construction, ownership, use, leasing, maintenance, service or operation of all or any portion of the Real

Property and Improvements, including but not limited to Seller's federal tax returns for the previous three years, Sellers checking account statements showing individual deposits for the last three years; (g) leases and rent rolls; (h) tax bills for all real property taxes and/or special assessments for the 12 months preceding the Effective Date; (i) all citations, notices of building code violations or other charges levied by any governmental authority concerning the condition and/or use of the Real Property.

1.8. Effective Date shall mean the date the contract is executed by both parties.

1.9. Encumbrances shall mean all liens and security interests, claims, encumbrances, easements, right of way, encroachments, reservations, restrictions and any other matters affecting title to the Real Property.

1.10. Environment shall mean water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

1.11. Environmental Law shall mean any statute, law, ordinance, rule, regulation, permit, license, order, directive, guideline or policy of any Governmental Agency, now or hereafter in effect, relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Material.

1.12. Governmental Agency shall mean any federal, state or local governmental court, agency or other entity, body, organization or group exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

1.13. Hazardous Material shall mean any petroleum, PCBs, asbestos, chemical substance, waste, pollutant or contaminant, as defined in, or regulated by, any Environmental Law or as determined by any Governmental Agency.

1.14. Inspection Date shall mean 90 days from the Effective Date.


1.15. Inspection Period shall mean that period from the date hereof until the Inspection Date.

1.16. Purchase Price shall mean Sixty Thousand (\$60,000.00) (U.S.) Dollars

1.17. Real Property shall mean that parcel of real property situated in the Town of Amherst, County of Erie and State of New York commonly known as 1550 Harlem Road and 0 Grattan Street, Cheektowaga, NY 14206, also known as SBL 113.54-2-4.1 and 113.54-2-13 and being more particularly described in Exhibit A attached hereto, together with all rights, privileges, interests, easements, rights of way, restrictions, reservations, hereditaments and appurtenances thereunto of record and in any way incident, appertaining or belonging, including, but not limited to all right, title and interest in and to adjacent streets, alleys, and any adjacent strips or gores of real estate.

1.18. Survey shall mean a survey of the Real Property and the Improvements dated

Purchaser's Initials



Page 2

Seller's Initials



subsequent to the Effective Date, prepared in accordance with Bar Association of Erie County standards.

1.19. Title Search shall mean a fully guaranteed tax and title search covering the Real Property only, the first set out of which shall be the first recorded source of title in the Erie County Clerk's Office, the last continuation of which shall be dated subsequent to the Effective Date and where not covered by the search, a local tax certificate.

2.0 PURCHASE AND SALE.

2.1. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Real Property.

3.0 CLOSING.

3.1. The Closing shall take place at 10:00 a.m. on the Closing Date at a location in the City of Buffalo to be mutually agreed upon by Seller and Purchaser.

4.0 PAYMENT OF PURCHASE PRICE.

4.1. The Purchase Price shall be Sixty Thousand (\$60,000) Dollars paid as follows:

a. Within Forty-Eight (48) hours of Seller signing the contract Purchaser shall deliver \$5,000 to Sellers attorney to be held in escrow pending contingencies;

b. On Purchaser being admitted into the New York State Brownfield Program Purchaser shall deliver \$10,000 to Sellers attorney to be held in escrow pending closing;

c. On the Closing Date, the Purchaser shall deliver the balance of the \$60,000 purchase price as may be adjusted under this Agreement.

5.0 TITLE.

5.1. Seller shall provide Purchaser with a Title Search and Survey within Fifteen (15) days of the Effective Date.

5.2. No later than 15 days after receipt of the Search, Purchaser shall give Seller written notice of any Encumbrances which in Purchaser's opinion renders title to the Real Property unmarketable. Within 10 calendar days of its receipt of such notice from Purchaser, Seller shall commit to either cure such title defects or obtain a commitment for fee title insurance at standard rates insuring the Purchaser against collection of any objectionable Encumbrances out of or enforcement of any objectionable Encumbrances against the Real Property. If Seller shall fail to commit to effect such cure or obtain such commitment within such 10 calendar day period, Purchaser may elect (a) to accept such title to the Real property as Seller shall be able to convey or (b) to cancel this Agreement by giving written notice to Seller, whereupon this

Agreement shall be deemed to be terminated as of the date of such notice, the attorney for the Purchaser shall immediately return the Deposit to Purchaser, and neither party shall have any further rights or claims against the other.

6.0 INSPECTION AND DUE DILIGENCE.

6.1. Seller shall provide Purchaser with the Documents within 10 days after the Effective Date. Any delay in delivery of the required Document shall result in an equal extension of the Inspection Period.

6.2. Purchaser shall have until the conclusion of the Inspection Period to conduct its due diligence and inspect the Real Property and improvements and obtain admission into the New York State Brownfield Cleanup Program ("BCP"). Seller shall provide access to the Purchaser for purposes of conducting its investigation and inspection of the Real Property and improvements. Seller further agrees to sign any documentation as may be required by the New York State Department of Environmental Conservation to authorize Purchaser to access, investigate and remediate the site pursuant to the BCP program and enter an Environmental Easement as may be required under the BCP.

6.3. If Purchaser determines during the Inspection Period that the Real Property is not suitable for any reason, or it is not accepted into the BCP program, it may terminate this Agreement upon written notice to the Seller and the Purchaser's attorney shall return the Deposit to the Purchaser and neither party shall have any further rights or claims against party.

7.0 WARRANTIES AND REPRESENTATIONS OF SELLER.

7.1. As a material inducement to cause Purchaser to enter into this Agreement with Purchaser's Attorney, Seller represents to Purchaser that:

7.2. Seller has full right, power and authority to execute, deliver and perform this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when executed by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

7.3. Seller has good and indefeasible fee simple title to the Premises. No party has or shall have any right in, or to acquire the Premises. At the Closing, the Premises shall be free and clear of all encumbrances.

7.4. There is no condemnation or eminent domain proceeding affecting the Real Property or Improvements, or any part thereof.

7.5. Seller has received no notice of any default or breach by Seller under any covenant, condition, restriction, right of way or easement affecting or any portion thereof, and no such default or breach now exists.

7.6. No building or other improvement encroaches onto the Real Property, nor does

Purchaser's Initials RRW

Seller's Initials SP

any Improvement encroach onto lands of others or onto any private or public road, easement or right of way.

7.7. There are no outstanding notices calling attention to the need for any unperformed curbing, recurbing, paving, repaving or other construction, improvements or work on or about the Real Property or on any streets or roads abutting the Real Property or for the removal of any nuisance from the Real Property. All street paving, curbing, sewer installation or other public improvements for which the Real Property is assessable have been fully paid for.

7.8. There are no permits, licenses or consents required by any Governmental Agency in connection with the use and occupancy of the Premises other than as provided in the Documents. All permits, licenses and certificates so provided have been duly issued by the appropriate Governmental Agencies.

7.9. Seller has not received any notices from any insurance company of any defects or inadequacies in the Premises or any part thereof which would materially and adversely affect the insurability of the Premises or the premiums for the insurance thereof.

7.10. Seller is not a foreign person as defined in Section 1445(f)(3) of the Code.

8.0 CONDITIONS TO SALE.

8.1. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to complete Closing under this Agreement is contingent upon the satisfaction or waiver by Purchaser of the following conditions:

8.2. Purchasers waive the due diligence contingency following the Inspection Period.

8.3. Purchaser obtains approval to rezone the Property as may be required.

8.4. Admission into the BCP program.

8.5. The representations and warranties of the Seller contained in this Agreement shall be true on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date.

8.6. Purchaser shall not have discovered any material error, misstatement or omission in the representations and warranties made by Seller in this Agreement.

8.7. Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by prior to or as of the Closing Date.

8.8. As of the Closing Date, the Real Property shall be in substantially the same condition as it was on the Effective Date, ordinary wear and tear excepted.

9.0 SELLER'S COVENANTS.

Purchaser's Initials RLW

Page 5

Seller's Initials SP

Seller covenants that between the Effective Date and the Closing Date:

9.1. It shall not encumber the Premises, or enter into any lease or other occupancy agreement with respect to the Premises without the prior written consent of Purchaser.

9.2. Seller shall not modify or amend any existing service contract or enter into any new service contract with respect to the Premises without Purchaser's prior written consent.

9.3. Seller shall cause to be maintained in full force and effect all insurance policies currently maintained with respect to the Premises.

9.4. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or for any subsequent fiscal period without the prior written consent of Purchaser.

9.5. Seller shall maintain, repair, manage and operate the Premises in a business-like manner in accordance with Seller's prior practices.

9.6. Seller shall immediately notify Purchaser of any material change with respect to the Premises or with respect to any information, representation or warranty heretofore or hereafter furnished by Seller to Purchaser concerning the Premises.

9.7. Seller shall, upon Purchaser's request, provide Purchaser with reasonable access to the Premises for the purpose of verifying Seller's performance of its obligations hereunder.

10.0 SELLER'S CLOSING OBLIGATIONS.

At the Closing, Seller shall deliver to Purchaser:

10.1. The Deed, properly executed and in proper form for recording, with all required transfer taxes or charges paid, conveying to the Purchaser good and marketable title to the Real Property and Improvements; all leases then in effect, all originals of any Documents which were provided to Purchaser as copies

10.2. An Affidavit regarding Seller's identity for purposes of Section 1445 of the Code;

10.3. Such affidavits as the Title Company shall reasonably require in order to omit from any title policies being obtained by Purchaser all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name;

10.4. Evidence satisfactory to Purchaser and the Title Company that the person executing the documents at the Closing on behalf of Seller has the full right, power and authority to do so,

Purchaser's Initials RLW

Seller's Initials SP

b. Rents. For adjustment purposes, all rents will be considered paid to the Seller if due at the date of adjustment.

12.2. Seller shall pay any and all transfer, gains or documentary stamp taxes and other taxes due in connection with the transfer of the Premises from Seller to Purchaser.

12.3. Purchaser shall pay all recording and filing fees incurred in connection with the Deed and if applicable all mortgage recording tax and recording fees imposed with respect to the Mortgage.

12.4. Seller and Purchaser agree to comply in all respects with Section 1445 of the Code and the regulations issued there under (the "Regulations"). If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Purchaser at Closing a non-foreign certificate as prescribed by the Regulations properly executed and in form and content satisfactory to Purchaser. If Seller is a "foreign person" or fails or refuses to deliver the non-foreign certificate, or if Purchaser receives notice, or has actual knowledge, that the non-foreign certificate is false, a tax equal to 10% of the Purchase Price shall be withheld by Purchaser at Closing and paid to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations. In the event of any withholding, Seller's obligations to deliver title and close this transaction shall not be excused or otherwise affected.

13.0 CASUALTY LOSS.


Seller and Purchaser acknowledge and agree that the risk of loss to the Real Property between the Effective Date and the Closing Date shall remain with the Seller.

14.0 BROKER.

Seller and Purchaser agree that **NO** real estate broker is entitled to a commission in connection with this transaction. Seller shall pay any commission as may be earned. Seller and Purchaser shall indemnify and defend each other against any costs, or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this Section 14. The representations and obligations under this Section 14 shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

15.0 NOTICES.

15.1. All notices under this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, or similar private overnight carrier, addressed to the party for which such notice is intended, at such party's address set forth below or at such other address as may be provided by such party to the other parties by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective when deposited in the mail or delivered to the overnight carrier, as the case may be, addressed as follows:

Purchaser's Initials 

Seller's Initials 

To the Seller:
Estate of Conrad Pinker
1550 Harlem Road
Sloan, New York

With a copy by email to:

Gerald P. Gorman, Esq
180 Main Street
Hamburg New York 14075
Jerry@geraldpgorman.com

To the Purchaser:

American Tire, Inc.
397 Ludington Street
Buffalo, New York 14206

With a copy by email to:

Robert E. Knoer, Esq.
The Knoer Group, PLLC
424 Main Street, Suite 1820
Buffalo, NY 14202
rknoer@knoergroup.com


15.2. MISCELLANEOUS PROVISIONS.

15.3. This Agreement, and all of its agreements, warranties and representations, shall survive the Closing and the delivery of the Deed by Seller to Purchaser.

15.4. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

15.5. Should either Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the prevailing party shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees in the trial and appellate courts, expended or incurred in connection therewith.

15.6. This Agreement embodies and constitutes the entire understanding between the

Purchaser's Initials 

Seller's Initials 

parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

15.7. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

15.8. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

15.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and assigns.

15.10. This Agreement may be freely assigned by Purchaser in its absolute and sole discretion without the consent of Seller.

15.11. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser and the Deposit has been delivered to attorney for the Purchaser.

15.12. As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

15.13. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
ESTATE OF CONRAD PINKER

By: Susan Proctor (Executor)

PURCHASER:
AMERICAN TIRE, INC.

By: R. P. Miller President

Purchaser's Initials

RP

Seller's Initials

SP

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Sloan, Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 32, Township 11 and Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under Cover No. 269 is known as part of subdivision lots Nos. 8 to 14 inclusive in Block "A" and described as follows:

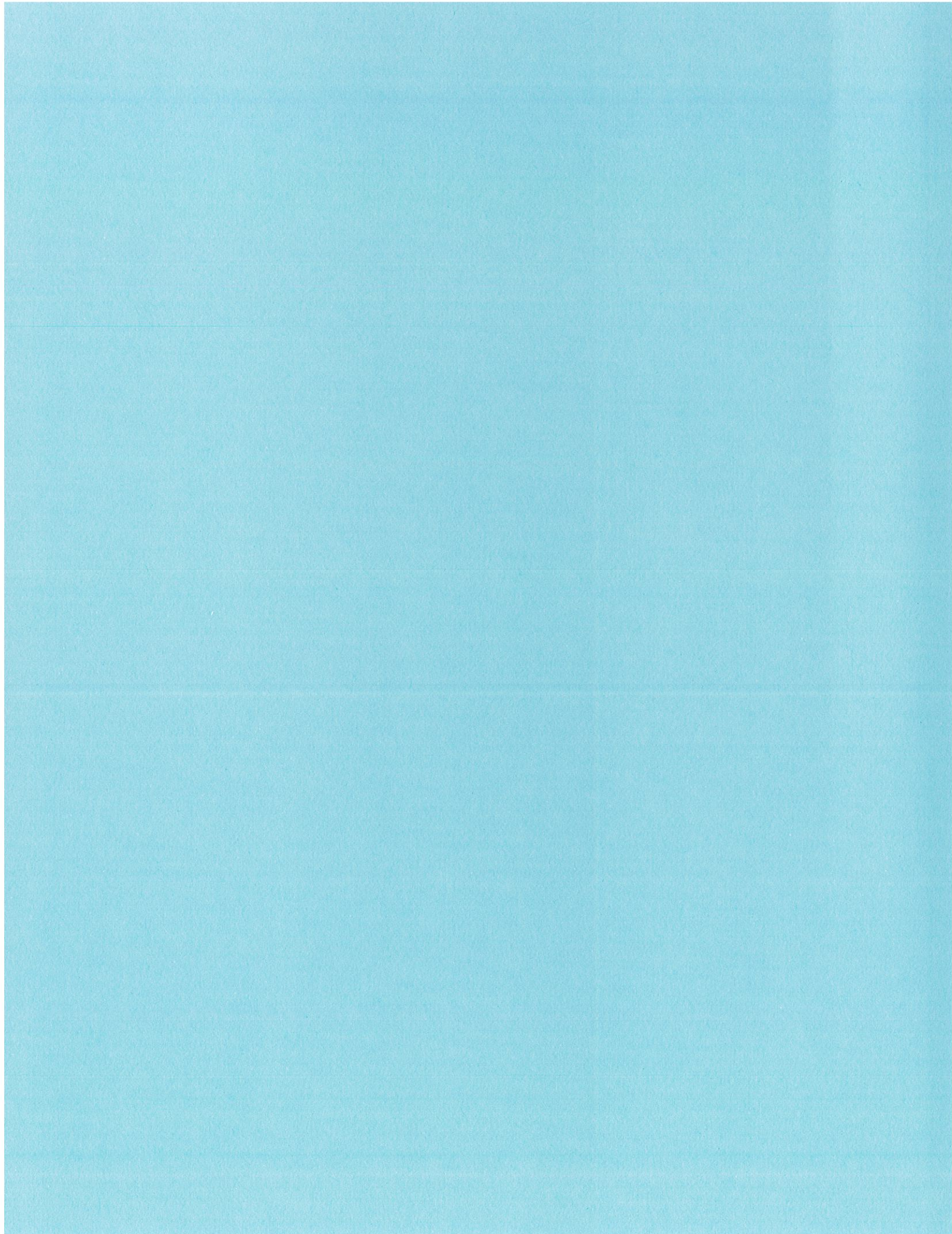
Beginning at a point in the southwest corner of lands appropriated by the State of New York by notice of appropriation recorded in Erie County Clerk's Office in liber 9109 of Deeds page 172 described as Map No. 81, Parcel No. 81: running thence westerly along the south line of subdivision lot No. 8 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 to the southwest corner of said subdivision lot No. 8: thence northerly along the west line of subdivision lots Nos. 8, 9, 10, 11, 12, 13 and 14 in Block "A" according to map filed in said Clerk's Office under Cover No. 269 a distance of two hundred ten (210) feet to the northwest corner of subdivision lot No. 14. In Block "A" according to map filed in said Clerk's Office under Cover No. 269: thence easterly along the north line of said subdivision lot No. 14 to the northwest corner of lands appropriated by the State of New York by aforesaid notice of appropriation: thence southerly along the west line of lands so appropriated about two hundred ten (210) feet to the southwest corner thereof and the point of beginning.

397 Ludington St.
Cheektowaga, NY 14206
(716) 896-1107



BUFFALO NY 142
FRI 14 APR 2017 PM

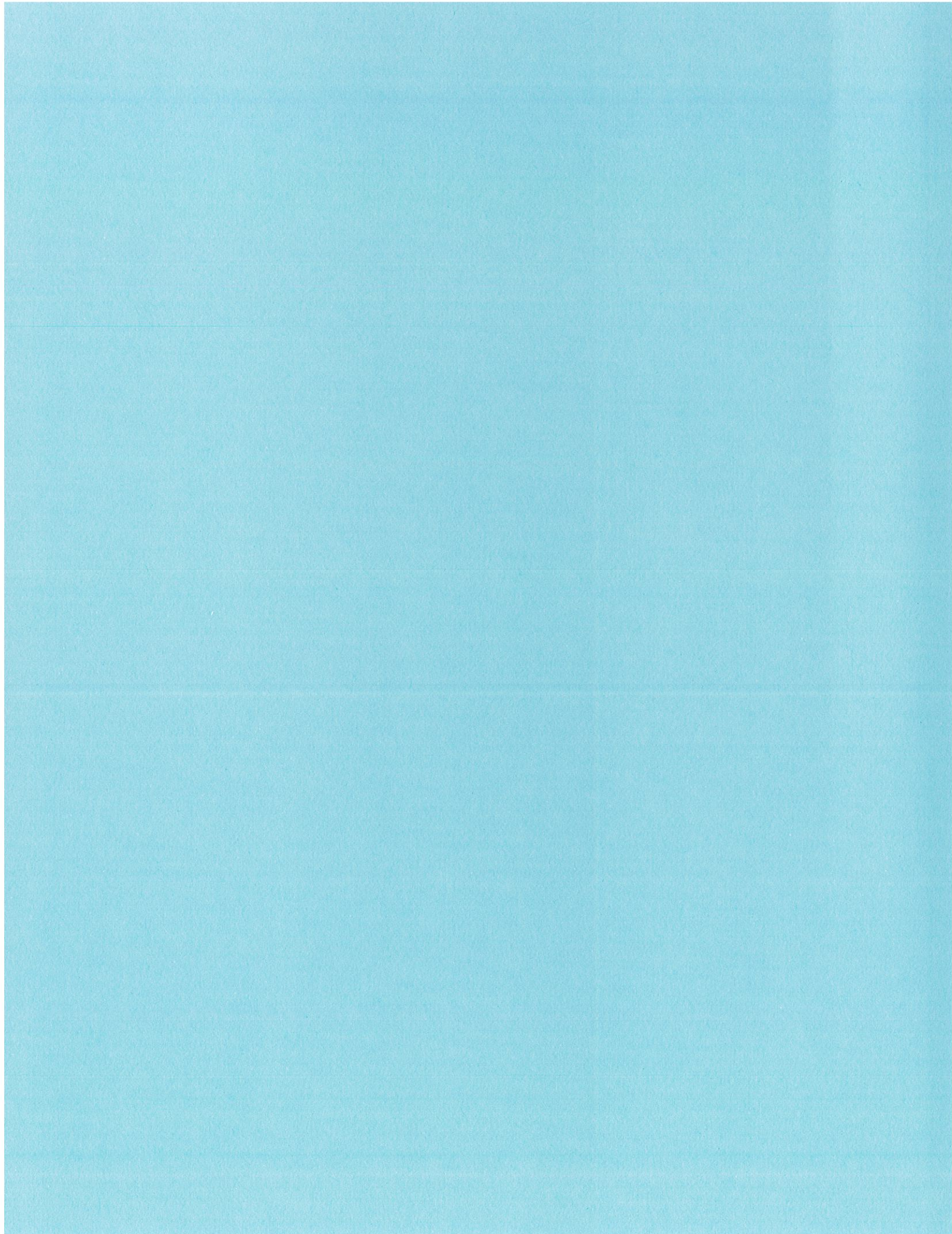
The Kmoer Group. PLLC
424 Main Street, Suite 1820
Liberty Building
Buffalo, New York 14202



Section VIII

Property Eligibility Information

Spill History – Spill #1410324 was listed for the site on 01/22/2015 due to the present of product and petroleum impacts identified during the test pit investigation. No further work has been completed and the spill is currently open.



Section IX

Contact List

Contact List

Letter from Repository

Contact List		
Federal Representative		
U.S. Representative Brian Higgins 26 th District Local Office Larkin at Exchange 726 Exchange Street, Suite 601 Buffalo, NY 14210 716-852-3501	US Senator Hon. Charles E. Schumer 130 South Elmwood Ave. #660 Buffalo, NY 14202 716-846-4111	US Senator Hon. Kristen Gillibrand 726 Exchange St., Suite 511 Buffalo, NY 14201 716-854-9725
New York Representative		
New York State Senator Timothy M. Kennedy 2239 South Park Ave Buffalo, NY 14220 Phone: 716-826-2683 Fax: 716-826-2793	New York State Assemblyman Sean Ryan District Office 936 Delaware Avenue Buffalo, NY 14209 716-885-9630 Fax: 716-885-9636	
Erie County Representative		
Erie County Executive Mark Poloncarz 95 Franklin Street 16th Floor Buffalo, New York 14202 716-858-8500	Erie County Clerk Christopher L. Jacobs 92 Franklin Street Buffalo, New York 14202 716-858-8865	Commissioner of Environment and Planning Thomas R. Hersey, Jr. Edward A. Rath County Office Building 95 Franklin Street 10th Floor Buffalo, New York 14202 716-858-8390
Town of Cheektowaga Representative		
Supervisor Diane Benczkowski 3301 Broadway Cheektowaga, NY 14227 716-686-3465 supervisorsoffice@tocny.org	Planning Board Chairman Stanley J. Kaznowski III 3301 Broadway Cheektowaga, NY 14227 716-597-7726 Sjk14215@aol.com	Town Planner Daniel J. Ulatowski 275 Alexander Avenue 2nd Floor, Alexander Community Center Cheektowaga, NY 14211 716-686-3567 dulatowski@tocny.org
Village of Sloan Representative		
Village Mayor Thomas Ferrucci 425 Reiman Street Buffalo, NY 14212 716-897-1560 thomas.ferrucci@villageofsloan.org	Code Enforcement Officer Vince Ferraraccio 425 Reiman Street Buffalo, NY 14212 716-897-1560 sloanny@roadrunner.com	

Adjacent Property Owners		
1560 Harlem Rd. Romar Industrial Plaza LLC PO Box 505 Clarence, NY 14031	Staffing Solutions of Western New York, Inc. 1550 Harlem Road, Suite #1 Buffalo, NY 14206	Romar WNY Properties 1560 Harlem Road, Suite #6 Buffalo, NY 14206
Vintage Ceramics 1560 Harlem Road Buffalo, NY 14206	Union Auto Truck Repair 1560 Harlem Road Buffalo, NY 14206	Prographic Signs 1560 Harlem Road Buffalo, NY 14206
Merj Fleet Services 1560 Harlem Road Buffalo, NY 14206	Magic Autobody 1560 Harlem Road Buffalo, NY 14206	Nickel City Photo Booths 1560 Harlem Road Buffalo, NY 14206
1553 Harlem Road Harlem-William LLC PO Box 1013 West Seneca, NY 14224	Occupant 1553 Harlem Road Cheektowaga, NY 14206	1551 Harlem Road George & Alexandra Ladas 2435 Seneca St. Buffalo, NY 14210
Hot Dog Heaven 1551 Harlem Road Cheektowaga, NY 14206	2310 William Street 2310 William St LLC 12482 Williston Rd. Alden, NY 14004	H&V Sales, Inc. 2310 William Street Buffalo, NY 14206
Resident/Occupant 2302 William Street Buffalo, NY 14206	2302 William Street Lisa Nelson 91 E. Center Road West Seneca, NY 14224	2288 William Street John Tewey c/o Suburban Collision 2288 William Street Buffalo, NY 14206
7 Grattan Street Wojcik Mary 7 Grattan Street Buffalo, NY 14206	11 Grattan Street Overs Gary 11 Grattan Street Buffalo, NY 14206	17 Grattan Street Jung David M 17 Grattan Street Buffalo, NY 14206
19 Grattan Street Raslawsky Paul J 19 Grattan Street Buffalo, NY 14206	21 Grattan Street Zielinski Florence 21 Grattan Street Buffalo, NY	14 Grattan Street Citizens Bank N.A. 10561 Telegraph Rd. Glen Allen, VA
Resident/Occupant 14 Grattan Street Buffalo, NY 14206	18 Grattan Street Cecelia Pachura Cynthia Pachura PO Box 2576 Inver Grove Heights, MN 55076	Resident/Occupant 18 Grattan Street Buffalo, NY 14206
20 Grattan Street Robert & Virginia Stack 20 Grattan Street Buffalo, NY 14206	24 Grattan Street Paul Baase 4288 Elmwood Ave Blasdell, NY 14219	Resident/Occupant 24 Grattan Street Buffalo, NY 14206

Local News Media		
Buffalo News One News Plaza PO Box 100 Buffalo, NY 14240 716-849-4444	WGRZ-TV Channel 2 259 Delaware Avenue Buffalo, NY 14202 716-849-2222	WIVB-TV Channel 4 2077 Elmwood Avenue Buffalo, NY 14202 716-874-4410
WKBW-ABC Channel 7 7 Broadcast Plaza Buffalo, NY 14202 716-845-6100	WUTV-FOX (Channel 29) 699 Hertle Avenue, Suite 100 Buffalo, New York 14207	
Public Water Supplier		
Erie County Water Authority 3030 Union Road Cheektowaga, NY 14227 716-684-1510		
Persons who have requested to be on the list		
None requested		
Administrator of School and Daycare Facilities near the Property		
No Daycare facility within ¼ mile of the site.		
No school within ¼ mile of the site		
Local Document Repositories		
East Clinton Branch Library 1929 Clinton Street Buffalo, NY 14206 716-823-5626	NYSDEC Region 9 Office 270 Michigan Avenue Buffalo, NY 14203 716-851-7220	

From: April Tompkins [<mailto:tompkinsa@buffalolib.org>]
To: gbittner@hazardevaluations.com
Subject: FW: Repository Request

Good afternoon Greg,

This is to inform you and confirm that the Buffalo and Erie County Public Library will be the repository for the Brownfield Clean Program document(s) and will be made available for public review. ***Also, this serves as permission to submit future document and updates.***

Please keep the following in mind:

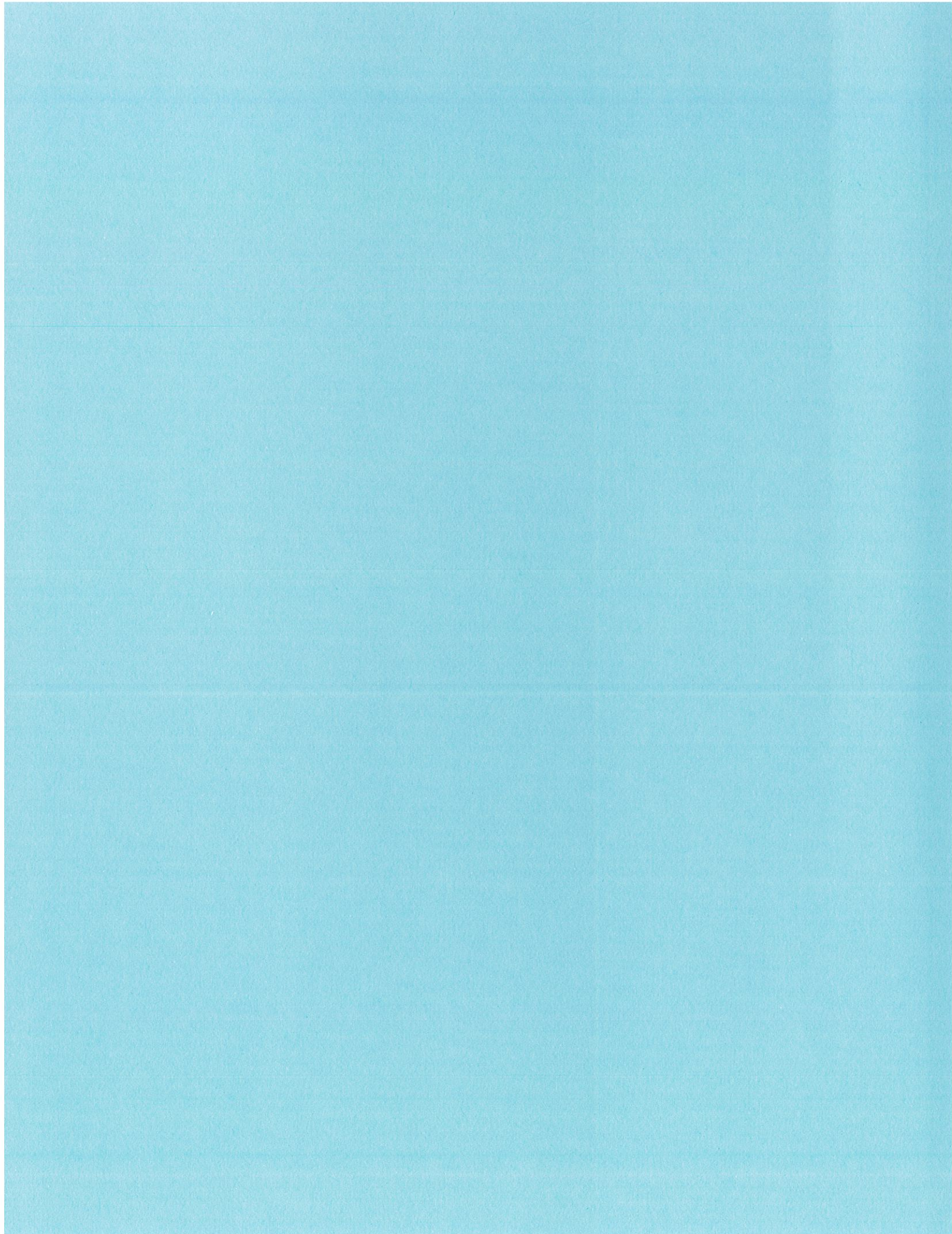
- Documents (including updates) for public review should be sent or brought in person to the Central Library to the attention of Carol Batt, of whom I assist. Documents sent via e-mail will not be accepted. The mailing address is:

**Attention: Carol Ann Batt
Chief Operating Officer
Buffalo and Erie County Public Library
1 Lafayette Square
Buffalo, NY 14203**
- Documents for the Central/Downtown library are made available on the first floor in the Information Services Department within a day or so after receipt. If received Friday afternoon, they go out the following Monday.
- If you would like the document(s) distributed at libraries other than Central, you will need to send the appropriate quantity of copies with labels regarding their destinations. We will distribution accordingly. We do not make copies for distribution.
- It's your choice regarding the format (hard copy and / or disk) you wish to submit. If the document is very large, part in hard copy and part on disk is acceptable. If submitting in both formats, please be sure that they are titled/labeled accordingly. Although CD-ROMs cannot be used on public library computers, if someone brings in their personal laptop, the disc can be viewed in house. If optional, an alternative is the availability to go online using a provided link for patrons to read/review/print.

If you still have any questions/concerns, please feel free to contact me by replying to this e-mail or by phone at 716-858-7129. Thank you.

Regards,

April Tompkins, Sr. Library Clerk
Office of Chief Operating Officer & Information Technology
Buffalo and Erie County Public Library
1 Lafayette Square | Buffalo, NY 14203
Voice: 716-858-7129 | Fax: 716-858-6211
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Section X

Land Use Factors

2. Current Use – The site building has been vacant since 2014. The past operator had an 8,000-gallon unregistered UST which has leaked. Additionally, petroleum impacts were identified near former pump island locations.

3. Reasonably Anticipated Use Post Remediation – The Site will be developed as a mixed use property, expected to include a tire retail and automotive repair facility with new residential/housing areas within the building. Due to the proposed future usage, restricted residential usage will be cleanup goal/criteria.