



February 26, 2016

Bradford D. Burns, Esq.  
New York State department of environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York 12233-1500

Re: City of Rochester – 1200 East Main Street, Rochester, NY 14609  
Environmental Easement  
NYSDEC Site No. B00129-8  
State Assistance Contract No. C303409

Dear Mr. Burns:

Please find the following, documents associated with the conveyance of an environmental easement (“Easement”) on the above referenced properties:

- One (1) copy of current deed and supporting Title Abstract;
- One (1) copy of tax map;
- City of Rochester Certified Ordinance No. 2006-150 dated June 24, 2006 as proof of authority to obligate owner of property as set forth in “Verification of ownership of property” on the Easement checklist;
- Legal description of the easement area. (Electronic copy in MS Word format included on accompanying CD);
- One (1) full-sized, signed Survey (Electronic Survey submitted as a fully rendered .PDF included on accompanying CD);
- A draft Notice to Municipality, with appropriate site-specific provisions;
- Easement Checklist with certification signed by Remedial Party and Remedial Party’s attorney.
- Signed transfer tax forms (TP-584).

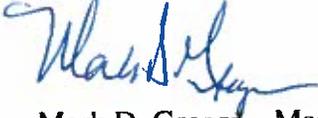
Please review the accompanying documents and, if acceptable, coordinate the execution of the Easement and the TP-584 form, return one fully executed original to Ms. Jane MH Forbes at 30 Church Street, Room 300B, Rochester, New York 14614, and we will forward the required



information for recording with the Monroe County Clerk's Office. Once recorder, we will provide your office with a copy for your records.

If any additional documentation is required, or if you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



**Mark D. Gregor – Manager**

City of Rochester  
Division of Environmental Quality  
30 Church Street – Room 300B  
Rochester, New York 14614  
(585) 428-5978  
(585) 428-6010 (fax)

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Owner(s) City of Rochester, having an office at 30 Church Street, County of Monroe, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 1200 East Main Street in the City of Rochester, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel numbers: Section 106.76 Block 1 Lot 44, being the same as that property conveyed to Grantor by deed dated May 6, 1998 and recorded in the Monroe County Clerk's Office in Liber and Page 09003, and page 0351. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.622 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 1, 2016 prepared by Bergmann Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C303409, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: B001298  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:                                      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed

by Article 9 of the Real Property Law.

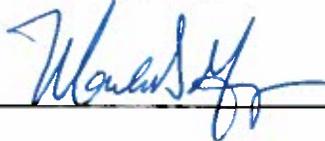
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

CITY OF ROCHESTER:

By: 

Print Name: MARK D GREGOR

Title: MANAGER DEC Date: 2-26-2016

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Monroe )

On the 26<sup>th</sup> day of February, in the year 2016, before me, the undersigned, personally appeared Mark D. Gregor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

VICKI BRAUN  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires August 18, 2018  
01BR4868858



**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: \_\_\_\_\_  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF ALBANY    )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

\_\_\_\_\_

**SCHEDULE "A" PROPERTY DESCRIPTION**

All that tract or parcel of land situate in the City of Rochester, County of Monroe, and State of New York, know and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R.J. Smith for Minges and Williams, filed in the Monroe County Clerk's Office in Liber 7 of Maps, Page 22.

Said Lots 1, 2, and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet, said Lot 4 being in the rear of said Lots 1, 2, and 3 and being 108.90 feet, more or less on the south line, 50 feet on its east and west lines and 109.7 on the north line

Also all that tract or parcel of land in the City of Rochester, County of Monroe, State of New York, and being Lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in the Monroe County Clerk's Office in Liber 6 of Maps, Page 86, said Heath's Subdivision being a Resubdivision of Lot 14 of Klem's Subdivision according to a map recorded in the Monroe County Clerk's Office in Liber 178 of Deeds, Page 509.

Said Lot No. 17 fronts 39.54 feet in the north side of East Main Street, in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map including all the title and interest of the parties in the first part in and to the land in the streets opposite the premises hereby conveyed.

Being and Intending to describe the same premises referenced above (and recorded respectively in Liber 2717 of Deeds, Page 225 and Liber 2546 of Deeds, Page 190 in the Monroe County Clerk's Office) in an updated description based on a field survey by Bergmann Associates on February 1, 2016 and described as follows:

Commencing at the intersection of the northerly right of way line of East Main Street (aka Schanck Avenue - 60' wide) with the westerly right of way line of Laura Street (60' wide), thence, North 79°41'08" West, on the said northerly right of way line of East Main Street, a distance of 127.50 feet to the Point of Beginning. Thence,

North 79°41'08" West, continuing on the said northerly right of way line of East Main Street, a distance of 148.44 feet to a point on the division between the said lands of the City of Rochester on the east, and lands now or formerly of AutoZone, Inc. (T.A. No. 106.76-1-45) on the west; thence,

North 09°24'00" East, on the said division line, a distance of 157.55 feet to a point on the division line between the said lands of the City of Rochester on the south and lands now or formerly of Ricky C. Williams (T. A. No. 106.76-1-30) on the north; thence,

South 86°06'54" East, on the said division line and the division line between the said lands of the City of Rochester on the south and lands now or formerly of Emma McNairy (T.A. No. 106.76-1-31) on the north, a distance of 40.28 feet to a point; thence,

North 09°35'37" East, continuing on the said division line, a distance of 27.95 feet to a point on the division line between the said lands of the City of Rochester on the south and lands now or formerly of Rucinn Group LLC (T.A. No. 106.76-1-32) on the north; thence,

South 79°41'17" East, continuing on the said division line and on the division line between the said lands of the City of Rochester on the south and lands now or formerly of: Mary Ann Millwood (T.A. No. 106.76-1-33); and Andora Moses (T.A. No. 106.76-1-35.1) on the north, a distance of 109.36 feet to a pin w/cap found on the division line between the said lands of the City of Rochester on the west and lands now or formerly of John M. Fleming (Tax Map No. 106.76-1-39) on the east; thence,

South 09°44'14" West, continuing on the said division line and on the division line between the said lands of the City of Rochester on the west, and lands now or formerly of: Michael & Ellen Johnson (Tax Map No. 106.76-1-40); and lands now or formerly of 1214-1216 East Main Street LLC (Tax Map No. 106.76-1-43) on the east, a distance of 190.00 feet to the Point of Beginning.

Said parcel containing 0.622 acres, more or less, as shown on a map prepared by Bergmann Associates entitled "Instrument Survey 1200 East Main Street", Project No. 4453.05, Drawing No. ISM-01, dated February 1, 2016.





MONROE COUNTY CLERK'S OFFICE  
County Clerk's Recording Page

Return To:  
BOX 36

Index DEEDS  
Book 09003 Page 0351  
No. Pages 0003  
Instrument DEED  
Date : 5/06/1998  
Time : 2:46:00  
Control # 199805060846

SHEPPARD  
RUTHER B  
MAIN MOTORS INC  
  
VARGAS  
ALICIA  
GALLAND  
PAUL

TT# TT 0000 016463  
Employee ID LGH

MORTGAGE TAX

|            |    |       |                    |    |     |
|------------|----|-------|--------------------|----|-----|
| FILE FEE-S | \$ | 26.75 | TRANSFER AMT       | \$ | .00 |
| FILE FEE-C | \$ | 8.25  | BASIC MTG TAX      | \$ | .00 |
| REC FEE    | \$ | 9.00  | SPEC ADDIT MTG TAX | \$ | .00 |
|            | \$ | .00   | ADDITIONAL MTG TAX | \$ | .00 |
| TRANS TAX  | \$ | .00   | Total              | \$ | .00 |
| MISC FEE-C | \$ | 5.00  |                    |    |     |
|            | \$ | .00   |                    |    |     |
|            | \$ | .00   |                    |    |     |
|            | \$ | .00   |                    |    |     |
| Total:     | \$ | 49.00 |                    |    |     |

TRANSFER TAX

|  |  |              |    |     |
|--|--|--------------|----|-----|
| STATE OF NEW YORK  |  | TRANSFER AMT | \$ | .00 |
| MONROE COUNTY CLERK'S OFFICE   |  | Transfer Tax | \$ | .00 |
| WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 316-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH |  |              |    |     |

Maggie Brooks, County Clerk



TAX FORECLOSURE DEED

Made this 29<sup>th</sup> day of April, 1998, between LINDA S. KINGSLEY, as Corporation Counsel of the City of Rochester, with offices at 400A City Hall, Rochester, New York 14614, grantor, and CITY OF ROCHESTER, a municipal corporation with offices at 30 Church Street, Rochester, New York 14614, grantee,

WITNESSETH:

WHEREAS, an action entitled "In the Matter of the Foreclosure of Tax Liens Pursuant to Title 4 of Part E of Article IX of the Charter of the City of Rochester - List of Delinquent Taxes as of July 1, 1994", Index No. 10904/94, was duly brought in Supreme Court, Monroe County, by the Corporation Counsel for the foreclosure of certain tax liens, by the due filing of a List of Delinquent Taxes in the office of the Monroe County Clerk on December 1, 1994, and due publication of public notice of foreclosure on December 1, 1994 and other subsequent dates, and due mailing thereof to owners and lienors of all property affected, and

WHEREAS, at a term of the said court held at the Hall of Justice, in the City of Rochester, New York on January 4, 1996, a Judgment was duly rendered, wherein it was adjudged, among other things, that parcels listed on Schedule G to said Judgment be sold at public auction pursuant to Section 9-143 of the City Charter, and that the grantor, as Corporation Counsel of the City of Rochester, execute and deliver a deed for each parcel, conveying to the purchaser at the auction title to the parcel, and

WHEREAS, the said Judgment was duly entered in the Monroe County Clerk's Office on January 5, 1996, and

WHEREAS, a public auction was duly conducted by the City Treasurer on March 11, 1998, pursuant to the above-referenced Judgment, and the grantee submitted the highest responsible bid on the parcel or parcels of property listed below, and has duly paid the amount of such bid to the City Treasurer,

NOW, THEREFORE, the grantor, by virtue of and in pursuance of the aforesaid Judgment and the provisions of the Charter of the City of Rochester, does hereby grant and convey unto the grantee, the grantee's successors and assigns, a full and complete title in and to:

All that Tract or Parcel of Land, situate in the City of Rochester, County of Monroe, and State of New York, more particularly described as:

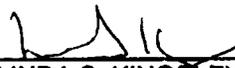
SBL NO.                      ADDRESS                      FORMER OWNER'S NAME

SEE ATTACHED

free and clear of all liens and encumbrances which existed at the time of the above-referenced public auction,

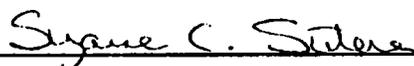
TO HAVE AND TO HOLD, all and singular, the premises above mentioned and described and hereby conveyed unto the grantee, the grantee's successors and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set her hand the date and year first above written.

  
\_\_\_\_\_  
LINDA S. KINGSLEY  
Corporation Counsel

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:  
CITY OF ROCHESTER)

On this 29<sup>th</sup> day of April, 1998, before me, the subscriber, personally appeared LINDA S. KINGSLEY, Corporation Counsel of the City of Rochester, to me known to be the person described in, and who executed, the within Instrument and she acknowledged to me that she executed the same.

  
\_\_\_\_\_  
SUZANNE C. SUTTERA  
Notary Public in the State of New York  
MONROE COUNTY

TAX BILLING ADDRESS: 30 Church Street

SUZANNE C. SUTTERA  
Notary Public in the State of New York  
MONROE COUNTY

| <u>SBL</u>  | <u>ADDRESS</u>    | <u>FORMER OWNER</u> | <u>DIMENSIONS</u> | <u>ASSESSED VALUE</u> | <u>USE CODE</u> | <u>BID PRICE</u> |
|-------------|-------------------|---------------------|-------------------|-----------------------|-----------------|------------------|
| 121.37-2-10 | 293 Clarissa St   | Sheppard, Ruther B. | 50 x 102          | \$53,400              | 425             | \$28,593.42      |
| 106.76-1-44 | 1200 E. Main St   | Main Motors, Inc.   | 148 x 190         | \$150,000             | 432             | \$159,406.76     |
| 106.39-1-77 | 810 N. Clinton Av | Vargas, Alicia      | 35 x 128          | \$22,200              | 210             | \$9,755.58       |
| 120.8-1-5   | 330 Thurston Rd   | Paul Galland        | 72 x 102          | \$12,000              | 330             | \$62,834.96      |

**INDEPENDENT TITLE AGENCY, LLC**

**GUARANTEED TAX SEARCH  
200 CANAL VIEW BLVD, SUITE 206  
ROCHESTER, NEW YORK 14623**

ABSTRACT NO. 57707  
ITA NO. COR-16-10431

| WARD | LOT         | TRACT OR SUBDIVISION                        | SIDE OF STREET | NO.  | NAME OF STREET | DIMENSIONS | SCHOOL DISTRICT |
|------|-------------|---|----------------|------|----------------|------------|-----------------|
| 18   | 1,2,3,4, 17 | Heath Subdivision and Beechwood Subdivision | -              | 1200 | East Main St.  | 0 619      | Rochester       |

ASSESSED TO City of Rochester

INDEPENDENT TITLE AGENCY, LLC 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 a specific lien upon the premises above described, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls as above, now payable, except as follows:

| DESCRIPTION OF TAX | AMOUNT | REMARKS |
|--------------------|--------|---------|
|--------------------|--------|---------|

NO SEARCH INCLUDED FOR MONROE COUNTY AND ROCHESTER PURE WATER DISTRICTS

NOTE: THERE MAY BE POSSIBLE CHARGES DUE OR TO BECOME DUE THE CITY UNDER PROVISIONS OF THE CITY CHARTER AND CODE. THIS SEARCH, HOWEVER, DOES NOT COVER BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS

NOTE: PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520 THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE. IF PREMISES HAVE A PARTIAL OR FULL EXEMPTION

Land: \$20,000.00

Total Assessed Value: \$20,000.00

Tax Acct. No.: 106.76-1-44

Property Class Code: 330

|                                      |         |
|--------------------------------------|---------|
| 2016 County Taxes - Unpaid           | \$26.80 |
| 2015 County Taxes - Paid             | \$26.80 |
| NO CITY OF ROCHESTER TAX BILLS FOUND |         |

Water/Sewer Balance \$0.00

Last Meter Reading -

Dated January 30, 2016 Independent Title Agency, LLC

By Thomas Morgan  
Authorized Officer

**INDEPENDENT TITLE AGENCY, LLC  
ROCHESTER N.Y.**

A Corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, does hereby certify, that upon examination of the INDEXES TO BANKRUPTCY PROCEEDINGS and to ORDERS APPOINTING RECEIVERS in the Office of the Clerk of the United States District Court for the Western District of New York against the following names, for the respective periods of time as listed below, and for six months prior and subsequent to each such period, and finds nothing except as set out herein.

| NAME                                   | FROM            | TO               |
|--|-----------------|------------------|
| Main Motors, Inc.                      | January 1, 1996 | May 6, 1998      |
| Linda S. Kingsley, as<br>Corp. Counsel | January 1, 1996 | May 6, 1998      |
| City of Rochester                      | April 29, 1998  | January 30, 2016 |

ALL RAN WITH NOTHING FOUND

In Witness Whereof the INDEPENDENT TITLE AGENCY, LLC has caused these presents to be signed by its duly authorized officer this 30th day of January, 2016 at 8.59 A.M.

**INDEPENDENT TITLE AGENCY, LLC**

Abstract No. 57707

ITA No. COR-16-10431

By \_\_\_\_\_  
Authorized Officer

Continued and certified against names of \_\_\_\_\_  
\_\_\_\_\_

and re-dated \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M. and reissued.

\_\_\_\_\_  
Authorized Officer

ITS No. \_\_\_\_

ABSTRACT OF TITLE  
TO  
LOTS 1, 2, 3, AND 4  
HC HEATH SUBDIVISION  
AND  
LOT #17  
BEECHWOOD TRACT  
N/S OF EAST MAIN ST.  
CITY OF ROCHESTER

MAPS:  
Liber 6 of Maps, page 86  
Liber 7 of Maps, page 22

---

CHAIN I

1.

Blackbird Realty Corp.

Warranty Deed

TO

Dated: October 30, 1951  
Ack: October 30, 1951  
Rec: October 30, 1951

Vick Realty Corp.

Liber 2717 of Deeds, Page 255

Conveys: SEE ATTACHED COPY

LIEN FUND CLAUSE

---

2.

In the Matter

Certificate of Incorporation

of

Monroe County Clerk's File

Vick Realty Corp.

No.: 1951-18175

Docket #8

Page #338

Box #244

Filed: August 29, 1951

---

3.

Vick Realty Corp.

Warranty Deed

TO

Dated: January 19, 1960  
Ack: January 19, 1960  
Rec: January 19, 1960

Theodore H. Solomon  
Harold S. Rapoport

Liber 3256 of Deeds, Page 128

Conveys: Same premises at No. 1.

SEE ATTACHED COPY

LIEN FUND CLAUSE

---

①

# This Indenture

1955

Made the 30th day of October, Nineteen Hundred and Fifty

4607

Between **WATKINS REALTY CORP.**, a domestic corporation having its principal place of business at 612-616 Wilder Building, in the City of Rochester, County of Monroe and State of New York,

party of the first part, and

**VICK REALTY CORP.**, a domestic corporation, having its principal place of business at 612-616 Wilder Building, in the City of Rochester, County of Monroe and State of New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of

One Dollar

(\$ 1.00 ) lawful money of the United States, and other good and valuable consideration paid by the party of the second part,

do hereby grant and release unto the party of the second part,

successors and assigns forever all THAT TRACT OR PARCEL OR LAND situate in the City of Rochester, County of Monroe and State of New York, and being lots 1, 2, 3, and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, Page 36, said Heath's Subdivision being a subdivision of lot 14 of Klem's subdivision according to map recorded in Monroe County Clerk's Office in Liber 175 of Maps, Page 509.

Said lots 1, 2, and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet, said lot 4 being in the rear of said lots 1, 2 and 3 and being 108.00 feet more or less, on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Being the same premises conveyed to the party of the first part by Newport Sand & Cement Corporation by deed dated October 1951, and recorded in Monroe County Clerk's Office.

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

do have and to hold the premises hereto granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants as follows:

First: That the party of the second part shall quietly enjoy the said premises.

Second: That the party of the first part will forever warrant and defend the title to said premises.

3

3256 128

State of New York  
County of MONROE  
CITY of ROCHESTER

SS.

On this 19th day of January, Nineteen Hundred and Sixty,  
before me, the subscriber, personally appeared  
CECELIA WICKENS,

to me personally known, and known to me to be the same person described in and who executed the foregoing Power of Attorney, and she duly acknowledged to me that she executed the same

My commission expires March 31

*[Signature]*  
Notary Public for the State of New York  
Residing in \_\_\_\_\_ County  
City of \_\_\_\_\_

A true copy of the original recorded on the 19th day of January, 1960 at  
1:21 o'clock P. M. and examined  
*[Signature]*  
Clerk.

3256-128

W. H. National  
Business Exchange  
Build

WARRANTY with the Consent of the County Clerk  
Law of 1910, Chap. 481, Sec. 107 of Laws of 1910

THE STATE OF NEW YORK  
County of \_\_\_\_\_

*[Signature]*

# This Indenture

Made this 19th day of January,  
Between VICK REALTY CORP., party of the first part, and  
THEODORE H. SOLOMON and HAROLD S. RAPOPORT, both of 612 Wilder  
Building, Rochester, New York, parties of the second part,

2608

a corporation organized under the laws of the State of New York, with  
offices located at 612 Wilder Building, Rochester, New York,

Witnesseth that the party of the first part, in consideration of  
lawful money of the United States, and other good and valuable consideration  
paid by the parties of the second part, does hereby grant and release unto the  
parties of the second part, their heirs and assigns forever, all  
THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, Monroe  
County, New York, and being Lots 1, 2, 3 and 4 as laid down on a map  
of H. C. Heath Subdivision recorded in Monroe County Clerk's Office  
in Liber 6 of Maps, page 86, said Heath's Subdivision being a resub-  
division of Lot 14 of Hien's Subdivision according to map recorded  
in Monroe County Clerk's Office in Liber 178 of Deeds at page 309.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main  
Street East and extend back 140 feet, said Lot 4 being in the rear  
of said Lots 1, 2 and 3 and being 108.90 feet, more or less, on the  
south line, 30 feet on its east and west lines and 109.7 feet on its  
north line.

Subject to covenants, easements and restrictions of record, running  
and common to the tract or subdivision.

Being and hereby intending to convey the same premises conveyed  
to the party of the first part by Warranty Deed

*[Signature]*

4.

Theodore H. Solomon  
Harold S. Rapoport

TO

Warranty Deed

Dated: January 19, 1960  
Ack: January 19, 1960  
Rec: January 19, 1960

Southern Oil Company of New  
York, Inc.

Liber 3256 of Deeds, Page 131

Conveys: Same premises at No. 1.

SEE ATTACHED COPY

LIEN FUND CLAUSE

Stamps: \$44.00

Note: For Continuation of Title, See # 8.

-----  
CHAIN II

5.

Raymond F. Fisher

TO

Warranty Deed

Dated: May 10, 1949  
Ack: May 10, 1949  
Rec: May 10, 1949

Paul E. Serow  
Margaret J. Serow, his wife

Liber 2546 of Deeds, Page 190

Conveys: SEE ATTACHED COPY

LIEN FUND CLAUSE

6.

Margaret J. Serow (Tenant by Entirety),

File #13180

DOD: 12/10/1962  
-----

4

A true copy of the original recorded on the 19th day of January 1960 at 2:42 o'clock P. M., and examined. *James H. Smith* Clerk.

44

26 of

FORM 8854, N. Y. TRANSFER-WARRANTY with First Lien Law. J. 216-131

# This Indenture

January, Nineteen Hundred and Sixty, day of Theodore H. Solomon and Harold S. Rapoport, both of 612 Wilder Building, Rochester, New York,

SOUTHERN OIL COMPANY of New York, Inc., parties of the first part, and a corporation duly organized and existing under and by virtue of the

Less of the State of New York, having its office at Franklin Street, Horseheads, New York, part y of the second part.

Witnesseth that the parties of the first part in consideration of O N E Dollar (\$ 1.00 )

lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do have by grant and release unto the party of the second part, its successors and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, Monroe County, New York, and being Lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a resub-division of Lot 14 of Klem's Subdivision according to a map recorded in Monroe County Clerk's Office in Liber 178 of Deeds at page 309.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet, said Lot 4 being in the rear of said Lots 1, 2 and 3 and being 108.90 feet, more or less, on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Subject to covenants, assessments and restrictions, of record, running with the land and common to the tract or subdivision.

Being and hereby intending to convey the same premises conveyed to the parties of the first party by Warranty Deed from Vick Realty Corp., dated January 19, 1960.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises, To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And said parties of the first part covenant as follows: First, That the party of the second part shall quietly enjoy the said premises, Second, That said parties of the first part

will forever warrant the title to said premises.

Third, That, in compliance with Sec. 18 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

5

17909  
LIBER 2546 PAGE 190

# This Indenture,

Made the 10<sup>th</sup> day of May Nineteen Hundred and Forty-nine.

**Between** RAYMOND P. FISHER, residing at 1196 Main Street East, Rochester, Monroe County, New York

party of the first part, and  
AND MARGARET J. SKRON, his wife,  
PAUL E. SKRON, residing at 53 Quincy Street, in the City of Rochester, County of Monroe and State of New York,

party of the second part,  
**Witnesseth** that the party of the first part, in consideration of One and 00/100----- Dollar

\$ 1.00 ) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs, distributees and assigns forever, all

ⓧ ALL THAT TRACT AND PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R. J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps page 22.

Said lot No. 17 fronts 39.54 feet in the north side of East Main Street, in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map including all the title and interest of the parties of the first part in and to the land in the streets opposite the premises hereby conveyed.

Being and hereby intending to convey the same premises conveyed to party of the first part by Louis R. Villard by deed dated February 19, 1945 and recorded in said Clerk's Office in Liber 2305 of Deeds at Page 456. ⓧ

**Together** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,  
**To have and to hold** the premises herein granted unto the party of the second part, his heirs, distributees and assigns forever.

7.

Paul E. Scrow

Warranty Deed

TO

Dated: January \_\_, 1963  
Ack: November 22, 1963  
Rec: November 22, 1963

Southern Oil Company of N.Y.,  
Inc.

Liber 3523 of Deeds, Page 13

Conveys: Same premises at No. 5.

LIEN FUND CLAUSE

Stamps: \$15.40

---

8.

Southern Oil Company of New  
York, Inc.

Deed

TO

Dated: October 30, 1967  
Ack: October 30, 1967  
Rec: November 27, 1967

Charm Stations, Inc.

Liber 3864 of Deeds, Page 321

Conveys: With Other Property - Same premises at Nos. 1 and

5.

SEE ATTACHED COPY

LIEN FUND CLAUSE

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9.

Charm Stations, Inc.

Warranty Deed

TO

Dated: June 25, 1975  
Ack: June 25, 1975  
Rec: December 2, 1975

Southern Oil Company of New  
York, Inc.

Liber 4943 of Deeds, Page 274

Conveys: Same premises at No. 8.

SEE ATTACHED COPY

LIEN FUND CLAUSE

---

8

LIBER 3084 P. 330

SCHEDULE A

PROPERTY DESCRIPTION

PROPERTY NO. 37

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, Monroe County, New York, and being Lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a resubdivision of Lot 14 of Klam's Subdivision according to a map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet, said Lot 4 being in the rear of said Lots 1, 2 and 3 and being 108.90 feet, more or less on the south line 50 feet on its east and west lines and 109.7 feet on its north line.

ALL THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R. J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street, in the City, extends back 157.61 feet on the west side and 162 feet on the east side according to said map.

Being that parcel of land which was conveyed to GRANTOR by Deed from Theodore H. Solomon & Harold S. Rapoport dated October 19, 1960, which is of record in Liber 3256, at page 131, and by Deed from Paul E. Serow dated November 22, 1963, which is of record in Liber 3523, at page 11, Monroe County, New York records.

9

LIBER 4943 PAGE 275

ALL THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R. J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street, in the City, extends back 157.61 feet on the west side and 162 feet on the east side according to said map.

Ⓢ Being the same parcel of land which was conveyed to Grantor by Southern Oil Company of New York, Inc. by deed dated October 30, 1967, of record in the County Clerk's Office of Monroe County, New York in Liber 3864 of Deeds, at page 321. Ⓢ

TO HAVE AND TO HOLD the above described property together with all easements and appurtenances thereunto pertaining to the GRANTEE, its successors and assigns forever.

GRANTOR also grants and conveys unto GRANTEE all its right, title and interest, if any, in and to any streets and roads abutting or adjoining the above described premises to the center line thereof.

This conveyance is expressly made subject to all easements and rights-of-way heretofore granted by GRANTOR or its predecessors in title which are of record in Monroe County, New York.

GRANTOR does hereby covenant with GRANTEE, its successors and assigns that the premises herein granted are free from encumbrances made by the GRANTOR and that GRANTOR will warrant and defend the premises to the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons claiming through GRANTOR but against no other.

IN TESTIMONY WHEREOF, witness the execution by the GRANTOR

10.

Southern Oil Company of New  
York, Inc.

Warranty Deed

Dated: November 3, 1975

Ack: November 3, 1975

Rec: December 2, 1975

TO

Liber 4943 of Deeds, Page 278

1200 East Main Realty, Inc.

Conveys: Same premises at No. 8.

SEE ATTACHED COPY

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11.

In the Matter

Certificate of Incorporation

of

Monroe County Clerk's File  
No.: 1974-18399

1200 East Main Realty, Inc.

Docket #18

page #271

Box #641

Filed November 2, 1974

---

12.

1200 East Main Realty, Inc.

Warranty Deed

Dated: October 10, 1978

Ack: October 10, 1978

Rec: October 10, 1978

TO

River Road Oil Co., Inc.

Liber 5516 of Deeds, Page 50

Conveys: Same premises at No. 8.

SEE ATTACHED COPY

LIEN FUND CLAUSE

Stamps: \$126.50

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10

Being the same parcel of land which was conveyed to Grantor by Charm Stations, Inc. by deed dated July 1, 1975, of record in the County Clerk's Office of Monroe County, New York in Liber \_\_\_\_\_ of Deeds, at page \_\_\_\_\_.

TO HAVE AND TO HOLD the above described property together with all easements and appurtenances thereunto pertaining to the GRANTEE, its successors and assigns forever.

GRANTOR also grants and conveys unto GRANTEE all its right, title and interest, if any, in and to any streets and roads abutting or adjoining the above described premises to the center line thereof.

This conveyance is expressly made subject to all easements and rights-of-way heretofore granted by GRANTOR or its predecessors in title which are of record in Monroe County, New York, and such easements as are visible or which are appurtenant to said land.

GRANTOR does hereby covenant with GRANTEE to warrant and defend title to the property conveyed hereby against the lawful claims and demands of all persons claiming by, through or under GRANTOR but no other; provided, however, that GRANTOR'S liability or obligation pursuant to this warranty for any one claim or demand or all claims and demands in the aggregate, shall in no event exceed the amount of consideration paid by GRANTEE as stated herein.

This Conveyance does not constitute a sale of all or substantially all of the assets of the GRANTOR.

IN TESTIMONY WHEREOF, witness the execution by the GRANTOR as of the day and year first above written.

ATTEST:
James V. Moran
Assistant Secretary

SOUTHERN OIL COMPANY OF NEW YORK, INC.
By: Ralph G. Spurrier, President

Signed and acknowledged in the presence of
George C. Hughes
Justin J. Dravers

(12)

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street, in the City and extends back 157.61 feet on the west side and 162 feet on the east side, according to said map, including all the title and interest of the first party in and to the land in the street opposite the premises hereby conveyed. 5516 51

Subject to all covenants, easements and restrictions of record.

Being and intended to be the same premises conveyed to the party of the first part by Warranty Deed dated November 3, 1975, acknowledged the same date and recorded in the office of the Clerk of the County of Monroe on December 2, 1975 in Liber 4943 of Deeds, page 278.

TAX ACCOUNT # 49680-010  
MAILING ADDRESS: 5335 RIVER ROAD  
TOWAWANUA, N.Y. 14150

~~This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by Manufacturers Hanover Trust Company, Genesee Region which mortgage was recorded in Monroe County Clerk's Office on the 2nd day of December, 1975, in Liber 4070 of Mortgages, at page 267, on which there is an unpaid principal of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with interest from \_\_\_\_\_, 1978, at the rate of 11% per annum, which said mortgage debt the party of the second part hereby assumes and agrees to pay, as part of the purchase price of the above described premises, and the party of the second part hereby executes and acknowledges this Instrument for the purpose of complying with the provisions of Chapter 502 of the Laws of 1938.~~

13.

River Road Oil Co., Inc.

Mortgage \$50,000.00

TO

Dated: October 10, 1978

Ack: October 10, 1978

Rec: October 10, 1978

C.B. Associates

Liber 4673 of Mortgages,  
Page 166

Covers: Same premises at No. 8.

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14.

River Road Oil Co., Inc.

Mortgage \$54,000.00

TO

Dated: October 10, 1978

Ack: October 10, 1978

Rec: October 10, 1978

C.B. Associates

Liber 4673 of Mortgages,  
Page 169

Covers: Same premises at No. 8.

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15.

Monroe County Supreme Court

Lis Pendens

SEE ATTACHED COPY

Index No. 4239/93

Dated: April 27, 1993

Recorded: May 12, 1993

Liber 365 of Lis Pendens, Page  
312

Attorney:  
Block & Colucci, P.C.  
12 Century Hill Drive  
P.O. Box 1160  
Latham, NY 12110

Action to foreclose lien of mortgage at No. 13.

Describes premises as 8.

---

15

STATE OF NEW YORK  
SUPREME COURT COUNTY OF MONROE

LIB: 2025-02

LESTER H. BLOCK & ANTHONY J. COLUCCI,  
d/o/a C.B. ASSOCIATES, Plaintiff,

NOTICE OF PENDING  
INDEX NO. 4739/93

-against-

MORTGAGED PREMISES:  
1200 E. Main St.,  
Rochester, NY 14614

MAIN MOTORS INC., COMMISSIONER OF  
COMMUNITY DEVELOPMENT OF THE CITY OF  
ROCHESTER, CITY OF ROCHESTER, RONALD A.  
DEGEORGE, BARBARA ANN DEGEORGE, JOSEPHINE  
C. TADDEO, JOHN DOE(1) and JANE DOE(1),  
said names being possible individuals,  
corporations, partnerships or entities  
having or claiming to have an interest  
and/or lien on the mortgaged premises,  
JOHN DOE(2) and JANE DOE(2), said names  
being fictitious possible tenants or  
occupants of the mortgaged premises,

Defendants.

NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the Supreme Court of Monroe County upon the Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a mortgage bearing date of October 10, 1978, executed by River Road Oil Co., Inc., to secure the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), and recorded in the Monroe County Clerk's Office on October 10, 1978 in Liber 4671 of Mortgages at Page 166 at 1:51 o'clock in the afternoon as modified by Agreement dated February 24, 1988;

AND, NOTICE IS FURTHER GIVEN, that the mortgaged premises described in such Mortgage affected by the said foreclosure action, was, at the time of the commencement of this action, and at the time of the filing of this Notice, situated in the County of Monroe

filed

d

le

0085-313

and State of New York, and is described in "Schedule A - Legal Description" attached hereto and made a part hereof.

The Clerk of the County of Monroe, is directed to index this Notice against the names of all the Defendants.

Dated: April 27, 1993

Ⓢ BLOCK & COLUCCI, P.C.  
Attorneys for Plaintiff  
12 Century Hill Drive  
P. O. Box 1160  
Lotham, NY 12110  
(518) 783-0535 Ⓢ

16.

Gerald Beckerman,  
Referee

TO

Ronald A. DeGeorge  
Baibara Ann DeGeorge

Referee's Deed

Dated: December 9, 1982  
Ack: December 28, 1982  
Rec: January 22, 1982

Liber 6097 of Deeds, Page 198

Conveys: Same as No. 8, together with same right, title and interest.

Recites action at No. 15, sale and order thereunder.

SEE ATTACHED COPY

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17.

Gerald Beckerman, as Referee

TO

Ronald A. DeGeorge  
Barbara Ann DeGeorge

Correction Referee's Deed  
Consid: \$20,000.00

Dated: December 29, 1982  
Ack: January 3, 1983  
Rec: January 4, 1983

Liber 6255 of Deeds, Page 216

Conveys: Same premises at No. 8, together with same right, title and interest.

Recites action at No. 15, sale and order thereunder.

SEE ATTACHED COPY

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18.

Ronald A. DeGeorge  
Barbara Ann DeGeorge

TO

Main Motors, Inc.

Warranty Deed

Dated: May 4, 1983  
Ack: May 4, 1983  
Rec: May 9, 1983

Liber 6312 of Deeds, Page 126

Conveys: Same premises at No. 8.

SEE ATTACHED COPY

LIEN FUND CLAUSE

Stamps: \$73.70

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THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

09176

THIS DEED, made the 28th day of December 1982

BETWEEN  
GERALD BECKERMAN,  
duly appointed in the action hereinafter mentioned, grantor and  
RONALD A. DEGEORGE and BARBARA ANN DEGEORGE

referee

grantee

RECEIVED  
REAL ESTATE  
JAN 23 1982  
TRANSFER TAX  
MONROE COUNTY

WITNESSETH, that the grantor, the referee appointed in an action between  
RONALD A. DEGEORGE and BARBARA ANN DEGEORGE

plaintiff, and

and  
THE RIVER ROAD OIL COMPANY, INC., WILLIAM H. WEHR, Trustee in  
Bankruptcy for THE RIVER ROAD OIL COMPANY, INC., THE FREDDIE  
FOUNDATION, CITY OF ROCHESTER, and THE STATE OF NEW YORK

defendant,

foreclosing a mortgage recorded on January 18, 1979 in the office of the Clerk of the County of Monroe in Liber 4573 of mortgages, at page 169 in pursuance of a judgment entered at a Special term of the Supreme Court of the County of Monroe on November 20, 1981 and in consideration of Twenty Thousand and 00/100 (\$20,000.00) Dollars paid by the grantor, being the highest sum bid at the sale under said judgment does hereby grant and convey unto the grantee,

ALL THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R.J. Smith for Minges and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map, including all the title and interest of the party of the first part in and to the land in the streets opposite the premises hereby conveyed.

Also all that tract or parcel of land in the City of Rochester, Monroe County, New York, and being Lots 1, 2, 3 and 4 as laid down on a map of C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a re-subdivision of Lot 14 of Klem's Subdivision according to map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extends back 140 feet, said Lot 4 being in the rear of the said Lots 1, 2 and 3 and being 108.90 feet more or less on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Being and intended to be the same premises conveyed by Deed to the River Road Oil Company, Inc. by 1200 East Main Realty, Inc. dated October 10, 1978 and recorded on October 10, 1978 in Liber 5576 of Deed at page 57, in the Monroe County Clerk's Office.

GRANTEES herein take said premises subject to a certain mortgage granted by the defendant River Road Oil Co., Inc. to C.B. Associates and recorded at Liber 4673 at page 166 in the Monroe County Clerk's Office, and TO HAVE AND TO HOLD the premises herein granted unto the grantors Ronald A. DeGeorge and Barbara Ann DeGeorge and heirs forever.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the date first above written.

In presence of:

*Gerald Beckerman*  
GERALD BECKERMAN, Referee

L S

STATE OF NEW YORK COUNTY OF MONROE

On the 28th day of December 1982 before me came Gerald Beckerman to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

\*subject to all taxes, assessments, water rates and encumbrances which are a lien on said premises.

1982

348A

Tax Account No.: 49680-01.0  
Tax Mailing Address: 83 Woodhaven Drive  
Rochester, New York 14618

72 J 27 11 21

**APPD**  
REGISTER

GERALD BECKERMAN

TO  
RONALD A. DEGEORGE  
and BARBARA ANN DEGEORGE

Book December 28, 1981

STATE OF NEW YORK

County of Monroe

RECORDED ON THE

12nd day of December, 1981

in Liber 6-097 of Deeds

at Page 198 and resumed

*Rec'd Clerk*

MONROE COUNTY CLERK

PLEASE RECORD AND RETURN TO

Joseph A. Taddeo, Esq.  
58 N. Fitzhugh Street  
Rochester, NY 14614  
(716) 323-2124

111

17

0257-218

00296

x  
2

33

**CORRECTION DEED**

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS DEED, made the 3 day of December 19 82

BETWEEN GERALD BECKERMAN, *referee*  
and RONALD A. DE GEORGE and BARBARA ANN DE GEORGE, residing at 1200 East Main Street, Rochester, New York, *grantors*

WITNESSETH, that the grantor, the referee appointed in an action between RONALD A. DE GEORGE and BARBARA ANN DE GEORGE

and THE RIVER ROAD OIL COMPANY, INC., WILLIAM H. WEBER, Trustee in Bankruptcy for THE RIVER ROAD OIL COMPANY, INC., THE REDDIE FOUNDATION, CITY OF ROCHESTER, and THE STATE OF NEW YORK, *plaintiff, and defendant*

for cancelling a mortgage recorded on January 18, 19 79 in the office of the Clerk of the County of Monroe in Liber 4673 of mortgages, of page 169 in pursuance of a judgment entered at a Special term of the Supreme Court of the County of Monroe on November 20, 19 81 and in consideration of Twenty Thousand and 00/100 (\$20,000.00) Dollars paid by the grantor, being the highest sum bid at the sale under said judgment does hereby grant and convey unto the grantor, ALL THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beachwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R. J. Smith for Mingos and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.34 feet on the north side of East Main Street in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map, including all the title and interest of the party of the first part in and to the land in the streets opposite the premises hereby conveyed.

Also all that tract or parcel of land in the City of Rochester, Monroe County, New York, and being lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 61 of Maps, page 86, said Heath's Subdivision being a re-subdivision of Lot 14 of Klem's Subdivision according to map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extends back 140 feet, said Lot 4 being in the rear of the said lots 1, 2 and 3 and being 108.90 feet more or less on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Being and intended to be the same premises conveyed by Deed to the River Road Oil Company, Inc. by 1200 East Main Realty, Inc. dated October 10, 1978 and recorded on October 10, 1978 in Liber 55 of Deeds at page in the Monroe County Clerk's Office.

GRANTEES herein take said premises subject to a certain mortgage granted by the defendant River Road Oil Co., Inc. to C.E. Associates and recorded at Liber 4673 at page 166 in the Monroe County Clerk's Office, and subject to all taxes, assessments and water rates which are, at the time of sale liens upon said premises. This is a correction Deed for the deed TO-BE-MADE AND TO-BE-MADE the premises hereby granted unto the grantor

and assigns forever  
IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, and the referee thereunto written  
Gerald Beckerman *referee*

made December 28, 1981 and recorded in Monroe County Clerk's Office in Liber 6097 of Deeds at Page 198.  
STATE OF NEW YORK COUNTY OF MONROE  
On the 3 day of December 19 82 before me as  
GERALD BECKERMAN;  
described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires March 28, 1987  
*Judy Greiner*  
Notary

RECEIVED  
REAL ESTATE  
JAN 4 1983  
TRANSFER TAX  
MONROE COUNTY

CLERK'S OFFICE

18

73.22

P

P GEO-Transferable Agency of Mortgage and Life Insurance  
JAMES CLEGG, INC. LAW & LAND PRACTICE

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

# This Indenture

made April 11, 1983  
between Ronald A. DeGeorge & Barbara Ann DeGeorge, 83 Woodhaven Drive, Rochester, New York, 14625

to: 6312 120

Main Motors, Inc., a domestic corporation, 1200 East Main Street, Rochester, New York 14609

Witnesseth that the party of the first part, in consideration of *party of the second part,*  
One and more *Dollars (\$1.00 & more)*  
lawful money of the United States,

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all THAT PIECE OR PARCEL OF LAND situate in the City of Rochester, in the County of Monroe and State of New York, known and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R.J. Smith for Mingo and Williams, filed in Monroe County Clerk's Office in Liber 7 of Maps, page 22.

Said Lot No. 17 fronts 39.54 feet on the north side of East Main Street in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map, including all the title and interest of the party of the first part in and to the land in the streets opposite the premises hereby conveyed.

Also all that tract or parcel of land in the City of Rochester, Monroe County, New York, and being lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in Monroe County Clerk's Office in Liber 6 of Maps, page 86, said Heath's Subdivision being a re-subdivision of Lot 14 of Krom's Subdivision according to map recorded in Monroe County Clerk's Office in Liber 178 of Deeds, page 509.

Said Lots 1, 2 and 3 front 36.3 feet on the north side of Main Street East and extends back 140 feet, said Lot 4 being in the rear of the said Lots 1, 2 and 3 and being 108.90 feet more or less on the south line, 50 feet on its east and west lines and 109.7 feet on its north line.

Being and intended to be the same premises conveyed by Deed to the River Road Oil Company, Inc. by 1200 East Main Realty, Inc. dated October 10, 1978 and recorded on October 10, 1978 in Liber 23 of Deeds at page 59 in the Monroe County Clerk's Office.

Being and intended to be the same premises conveyed to the parties of the first part by Referee's Deed in foreclosure made December 28, 1981 and recorded in Monroe County Clerk's Office in Liber 6097 of Deeds at Page 198 and by correction deed of same referee in foreclosure made December 29, 1982 and recorded in the Monroe County Clerk's Office in Liber 625 of Deeds at page 216.

Tax Account #49680010  
Tax Mailing Address: 1200 East Main Street, Rochester, New York 14609

245-33  
Clerk's Office  
dnd  
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y

14704

RECEIVED  
REAL ESTATE  
MAY 9 1983  
TRANSFER TAX  
MONROE COUNTY

RECORDED  
MAY 5 PM 4 35  
CLERK'S OFFICE

145

11/11/83

Why conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises executed by Elmer A. DeGeorge as mortgagor(s), to C. B. Afford, as mortgagee(s), which mortgage is dated Oct. 10 1978 and was recorded in Monroe County Office, on Oct. 10 1978 in book 4173 of mortgages of page 166 on which there is an unpaid principal of Forty Two Thousand Five Hundred Sixty Dollars (\$42,560), with interest from May 1 1967 at the rate of 18 per cent per annum, which said mortgage debt the party of the second part hereby assumes and agrees to pay, as part of the consideration for this conveyance.

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

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

And the party of the first part covenants as follows:

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

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

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

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

In Witness Whereof, the parties have duly executed this deed the day and year first above written.

In Presence of

Ronald H. DeGeorge (S.B.)  
Barbara Ann DeGeorge (S.B.)  
Mary Motting, Inc. (S.B.)  
Richard J. Kuff (S.B.)

STATE OF NEW YORK, COUNTY OF Monroe  
On May 4 1983, before me personally came Ronald H. DeGeorge and Barbara Ann DeGeorge and to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

STATE OF NEW YORK, COUNTY OF Monroe  
On May 4 1983, before me personally came [Name] and to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

STATE OF NEW YORK, COUNTY OF Monroe  
On May 4 1983, before me personally came [Name] and to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

87 250

RECORDED  
Transect With Assurances of Mortgage  
Ronald A. DeGeorge  
6 Barbara Ann DeGeorge  
83 Woodhaven Drive  
Rochester, NY 14625

TO  
Kala Motors, Inc., a  
domestic corporation,  
1200 East Main Street  
Rochester, NY 14609

Done April 9 19 83  
County of Monroe

RECORDED ON THE  
9th day of May 1983  
at 11:30 A.M.  
in Mon. 6312 of Deeds  
at Page 166 and contained

Monroe County Clerk  
- BOOK RECORD AND RETURN TO -

145

19. In the Matter Certificate of Incorporation  
of Monroe County Clerk's  
Main Motors, Inc. File No. 1982-18212  
Docket #23  
Page #74  
Box #822  
Filed March 18, 1982

---

20. Main Motors, Inc. Mortgage \$5,891.25  
TO Dated: January 11, 1985  
Ack: February 28, 1985  
Rec: March 4, 1985  
The City of Rochester Liber 6790 of Mortgages,  
Page 194

Covers: Same premises at No. 8.

Note: Mortgage note was filed on March 4, 1985 in Liber 6790  
of Mortgages, page 232 which shows the terms of the Mortgage.

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21. Main Motors, Inc. Mortgage \$5,891.25  
TO Dated: January 11, 1985  
Ack: January 11, 1985  
Rec: March 4, 1984  
The City of Rochester Liber 6790 of Mortgages,  
Page 232

Covers: Same premises at No. 8.

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22.

Main Motors, Inc.  
and  
Lester H. Block  
Anthony J. Colucci  
d/b/a C.B. Associates

Modification Agreement

Dated: February 24, 1988

Ack: --/--1988

Rec: February 29, 1988

Liber 8646 of Mortgages, page  
41

Changes the terms of Mortgage at No. 13, upon certain  
terms and conditions upon which Mortgage there is unpaid the sum  
of \$43,000.00.

If referring to a building loan.

---

23.

Main Motors, Inc.  
and  
Yefim Basovsky  
Joseph Narodetsky  
(2<sup>nd</sup> Party Not Certified)

Garage Encroachment Agreement  
and License

Dated: January 31, 1991

Ack: January 31, 1991

Ack: February 1, 1991

Rec: March 8, 1991

Liber 8059 of Deeds, page 125

SEE ATTACHED PHOTO

---

23

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GARAGE ENCROACHMENT AGREEMENT  
AND LICENSE

THIS AGREEMENT made the 31st day of January, 1991,  
by and between Main Motors Inc. with offices at 1200 East Main  
Street, Rochester, New York ("Grantor") and Yefim Basovsky and  
Joseph Harodetsky residing at 144 Brightwoods Lane, Rochester,  
New York 14623 ("Grantee").

WHEREAS, Grantor is the owner of premises commonly  
known as 1200 East Main Street, City of Rochester, New York.

WHEREAS, Grantee is the owner of adjoining premises  
commonly known as 1-5 Laura Street, City of Rochester, New York.

WHEREAS, the instrument survey of the premises of  
Grantee prepared by James M. Leoni dated October 25, 1989, a  
copy of which is attached hereto and made a part hereof, shows  
that the garage of Grantee encroaches one foot onto the premises  
of Grantor, and

WHEREAS, the parties hereto desire to set forth  
their respective rights regarding said encroachment.

NOW, THEREFORE, in consideration of \$1500 in hand  
received by Grantor from Grantee, and the mutual covenants  
contained herein, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee the right and  
easement to maintain said garage in its present location and  
position insofar as it encroaches upon said premises of Grantor  
so long as said encroaching garage is used as a garage by  
Grantee.

2. Grantees agree that they have made and will not  
make any claim to the premises of Grantor, as shown on said  
survey map other than as granted by this Agreement, by adverse  
possession, prescription, or otherwise.

3. Grantee agrees that all costs and expenses of  
maintaining said garage and all risks and liabilities associated

P

C.2.

Box 1/2

J.N. Y.B.

C

RECORDED  
INDEXED  
JAN 31 1991  
CLERK OF DISTRICT

0 0 0 0 8 5 9 1 2 3

with said garage are and shall continue to be their responsibility.

4. This Agreement shall inure to the benefit of, and shall be binding on, the parties hereto, their heirs, executors, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been signed on the date indicated above.

Main Motors Inc.

By: [Signature]

[Signature]  
Yefim Basovsky

[Signature]  
Joseph Harodetsky

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

On the 31<sup>st</sup> day of January, 1991, before me personally came Carol LARAONA to me known, who, being by me duly sworn, did depose and say that deponent resides at No. 1800 G. Main St., Beaumont, NY 11009 deponent is Carol LARAONA of Main Motors Inc., the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

[Signature]

Notary Public  
CHARLES M. MASUR  
Notary Public in the State of New York  
Jefferson County  
Commission Expires 7/92

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

On the 1 day of February, 1991, before me personally came Yefim Basovsky to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]

Notary Public  
ROBERT A. SCHWARTZ  
Notary Public, State of New York  
Monroe County  
My Commission Expires Sept. 30, 1992

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

On the 15<sup>th</sup> day of February, 1991, before me personally came Joseph Harodetsky to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]

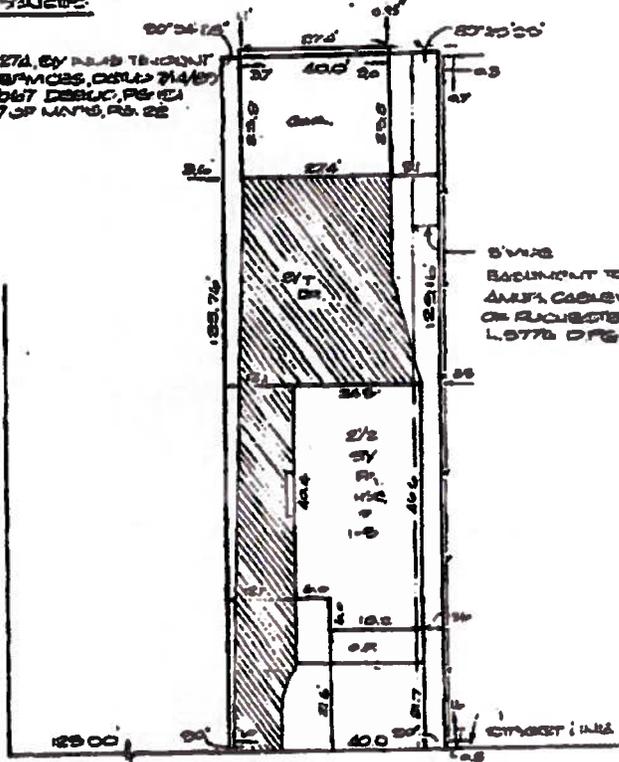
Notary Public  
ROBERT A. SCHWARTZ  
Notary Public, State of New York  
Monroe County  
My Commission Expires Sept. 30, 1992

0000859129

PROPERTY

DEPT 41274, BY DEED TO GRANT  
TITLE SERVICES, CO. 214/87  
LSE# 7067 DELOC, PG 121  
LIB# 7 OF MAP# 28, 22

EAST MAIN ST.  
(60'x100')



LAURA STREET  
(60'x100')

*James W. Lewis 10/26/09*

JAMES W. LEWIS, NYS REG. SURV.  
 1998 BOARD FOR SURVEYORS NY L.L.C.  
 FOREIGN OFFICE: 170 BAY 5 WEST BUILDING 10

MAP SHOWING

**INSTRUMENT SURVEY**  
**1-5 LAURA ST.**  
**LOT 24, BEECHWOOD SUBDIVISION**  
 SITUATE IN  
**CITY OF ROCHESTER**  
**MONROE CO. NEW YORK**

24.

State of New York  
County Court: Monroe County

In the Matter

of

Foreclosure of Tax Lien  
pursuant to Title 4 of Article  
IX of the Charter of the City  
of Rochester

Lists with other parcels:  
Code: 432

Account No.: 106.76-1-44

Name of Last Known Owner:  
Main Motors, Inc.

Lot No.

Street and No.: 1200 East  
Main Street

Tract or Subdivision:

Parcel No.

Dimensions: 148x190

List of Delinquent taxes of:  
7/1/1994 = \$27,714.97

List of Delinquent Properties  
(City)

Dated: December 1, 1994

Filed: December 1, 1994

Index No.: 10904/94

25.

Linda S. Kingsley, as  
Corporation Counsel

TO

City of Rochester

Tax Foreclosure Deed

Dated: April 29, 1998

Ack: April 29, 1998

Rec: May 6, 1998

Liber 9003 of Deeds, Page 351

Conveys: With Other Property - Premises at 1200 East Main  
Street - Tax Account #106.76-1-44.

Stamps: \$0.00

INDEPENDENT TITLE AGENCY, LLC

A corporation duly established under the laws of the State of New York, in consideration of one or more dollars to it in hand paid hereby CERTIFIES AND GUARANTEES that it has examined the Grantor and Mortgagor Indexes to the Records in the office of the Clerk of the County of Monroe, in the State of New York, for Deeds of Conveyance, Wills, Powers of Attorney and Revocations thereof and Mortgages and the Indexes for General Assignments, Affidavits of Foreclosure, Assignments of Mortgages, Sheriff's Certificates of Sales, Homestead Exemptions, Lien Book of Welfare Commissioners, Miscellaneous Records, Orders Appointing Receivers, Mortgage Book of Loan Commissioners of the United States Deposit Fund, Leases, Contracts, Notices of Pendency of Action, State Criminal Surety Bond Liens, Individual Surety Bond Lien Docket, Index of Incompetency and Conservatee and Notice of Lending and Condominium Sec. 339-AA, Index and Indexes to Inactive Hazardous Waste Disposal Sites pursuant to 316b of Real Property Law from July 1, 1993, Index and Indexes in the Office of the Surrogate of Monroe County against the names of the parties appearing in the foregoing Abstract of Title as owning or having an interest in the premises hereinafter described, during the record period of such ownership respectively from and including the date

10/30/1951 @ No. 1; 5/10/1949 @ No. 5 to the date hereof.

And Independent Title Agency, LLC hereby CERTIFIES AND GUARANTEES to the record owners of an interest in or specific liens upon the premises hereinafter referred to or described: that it finds the matters set forth in the foregoing Abstract of Title, and nothing more, and that said matters are correctly set forth, and that there is nothing more in said indexes which appear to affect the premises, or any part thereof, described at No. 8

except liens or incumbrances discharged of record, as stated below.

25 NUMBER(S)

And Independent Title Agency, LLC further certifies and guarantees that no judgment appears upon the docket books to have been docketed during the last 10 years, and New York State Tax Warrants docketed during the last 10 years, and no collector's bond filed and indexed during the last 20 years, and no Financing Statements affixed to Real Property indexed during the last 5 years, and no Mechanic's Lien or Lien Bond filed and indexed during the last year, and no Federal Tax Lien filed and indexed during the last 10 years, in said Clerk's Office, against any persons who appear to have held any title to said premises during said periods, which is a lien on said premises, except as correctly set forth in said Abstract of Title; and that the matters set forth in the foregoing Abstract of Title, including that taken from the records and files of the office of the Surrogate of Monroe County are correctly abstracted; and that each mortgage, judgment, lien or incumbrance, which has affected said premises, during the periods covered by this Certificate, and which is not set forth in said Abstract of Title appears upon the records, so far as the indexes refer to the same, to be satisfied and discharged of record correctly and in legal form, and that each satisfaction and discharge of the same appears to be correctly entered on the record of such lien or incumbrance.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by an Authorized Officer,

this 30th day of January 2016 at 8:59 o'clock A.M.

INDEPENDENT TITLE AGENCY, LLC, by

Abstract No. 57707  
ITA No. COR-16-10431

\_\_\_\_\_  
Authorized Officer

Abstracted by R. Hernandez

Continued by \_\_\_\_\_ for premises at \_\_\_\_\_

and re-dated \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M. and reissued.

\_\_\_\_\_  
Authorized Officer

ITA No. \_\_\_\_





**City of Rochester**

City Clerks Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**

## **TO WHOM IT MAY CONCERN:**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **June 20, 2006** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **June 24, 2006** in accordance with the applicable provisions of law.

**Ordinance No. 2006-150**

**Authorizing 1996 Clean Water/Clean Air Bond Act  
Applications And Agreements With The New York State  
Department Of Environmental Conservation**

**WHEREAS**, the City of Rochester, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

**WHEREAS**, Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the City deems it to be in the public interest and benefit under this law to enter into a contract herewith;

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to submit an application to and enter into an agreement with the New York State Department of Environmental Conservation for such grants that may be available under the 1996 Clean Water/Clean Air Bond Act. Upon execution of the initial Grant agreement, the Manager of the Division of Environmental Quality is hereby authorized to act on behalf of the City in all matters relating to State assistance under Article 56, Title 5, of the Environmental Conservation Law, including but not limited to making applications, executing agreements, submitting Project documentation and otherwise acting for the City in all matters relating to the Project and State assistance. The City agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within 12 months of written approval of its application by the Department of Environmental Conservation.

Section 2. A certified copy of this ordinance shall be sent to the Albany office of the New York State Department of Environmental Conservation together with the application for State assistance.

Section 3. The applications and agreements shall contain such additional terms and conditions as the Mayor and/or Manager deem to be appropriate.

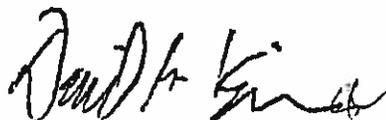
Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Giess, Councilmembers Conklin, Douglas, Lightfoot, McFadden, Miller, Pritchard, Santiago, Stevenson - 9.

Nays - None - 0.

Attest



City Clerk

**1200 East Main Street, Rochester, New York**

**SCHEDULE "A" PROPERTY DESCRIPTION**

All that tract or parcel of land situate in the City of Rochester, County of Monroe, and State of New York, know and distinguished as Lot No. 17 of the Beechwood Tract, a subdivision of part of Town Lot No. 50 of the Town of Brighton, now in the City of Rochester, as shown on a map made by R.J. Smith for Minges and Williams, filed in the Monroe County Clerk's Office in Liber 7 of Maps, Page 22.

Said Lots 1, 2, and 3 front 36.3 feet on the north side of Main Street East and extend back 140 feet, said Lot 4 being in the rear of said Lots 1, 2, and 3 and being 108.90 feet, more or less on the south line, 50 feet on its east and west lines and 109.7 on the north line

Also all that tract or parcel of land in the City of Rochester, County of Monroe, State of New York, and being Lots 1, 2, 3 and 4 as laid down on a map of H. C. Heath Subdivision recorded in the Monroe County Clerk's Office in Liber 6 of Maps, Page 86, said Heath's Subdivision being a Resubdivision of Lot 14 of Klem's Subdivision according to a map recorded in the Monroe County Clerk's Office in Liber 178 of Deeds, Page 509.

Said Lot No. 17 fronts 39.54 feet in the north side of East Main Street, in the City, and extends back 157.61 feet on the west side and 162 feet on the east side according to said map including all the title and interest of the parties in the first part in and to the land in the streets opposite the premises hereby conveyed.

**Being and Intending to describe the same premises referenced above (and recorded respectively in Liber 2717 of Deeds, Page 225 and Liber 2546 of Deeds, Page 190 in the Monroe County Clerk's Office) in an updated description based on a field survey by Bergmann Associates on February 1, 2016 and described as follows:**

Commencing at the intersection of the northerly right of way line of East Main Street (aka Schanck Avenue - 60' wide) with the westerly right of way line of Laura Street (60' wide), thence, North 79°41'08" West, on the said northerly right of way line of East Main Street, a distance of 127.50 feet to the Point of Beginning. Thence,

North 79°41'08" West, continuing on the said northerly right of way line of East Main Street, a distance of 148.44 feet to a point on the division between the said lands of the City of Rochester on the east, and lands now or formerly of AutoZone, Inc. (T.A. No. 106.76-1-45) on the west; thence,

North 09°24'00" East, on the said division line, a distance of 157.55 feet to a point on the division line between the said lands of the City of Rochester on the south and lands now or formerly of Ricky C. Williams (T. A. No. 106.76-1-30) on the north; thence,

South 86°06'54" East, on the said division line and the division line between the said lands of the City of Rochester on the south and lands now or formerly of Emma McNairy (T.A. No. 106.76-1-31) on the north, a distance of 40.28 feet to a point; thence,

North 09°35'37" East, continuing on the said division line, a distance of 27.95 feet to a point on the division line between the said lands of the City of Rochester on the south and lands now or formerly of Rucinn Group LLC (T.A. No. 106.76-1-32) on the north; thence,

South 79°41'17" East, continuing on the said division line and on the division line between the said lands of the City of Rochester on the south and lands now or formerly of: Mary Ann Millwood (T.A. No. 106.76-1-33); and Andora Moses (T.A. No. 106.76-1-35.1) on the north, a distance of 109.36 feet to a pin w/cap found on the division line between the said lands of the City of Rochester on the west and lands now or formerly of John M. Fleming (Tax Map No. 106.76-1-39) on the east; thence,

South 09°44'14" West, continuing on the said division line and on the division line between the said lands of the City of Rochester on the west, and lands now of formerly of: Michael & Ellen Johnson (Tax Map No. 106.76-1-40); and lands now or formerly of 1214-1216 East Main Street LLC (Tax Map No. 106.76-1-43) on the east, a distance of 190.00 feet to the Point of Beginning.

Said parcel containing 0.622 acres, more or less, as shown on a map prepared by Bergmann Associates entitled "Instrument Survey 1200 East Main Street", Project No. 4453.05, Drawing No. ISM-01, dated February 1, 2016.



**DRAFT-Notice to Municipality**

January 28, 2016

Hon. Lovely A. Warren, Mayor  
City of Rochester  
City Hall  
30 Church Street  
Rochester, New York 14614

Re: Environmental Easement

Dear Mayor Warren:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

On: [DATE],  
By: the City of Rochester,  
For property at: 1200 East Main Street,  
Tax Map No.: 106.76-1-44,  
DEC Site No: B00129-8.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's



review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,  
Mark D. Gregor – Manager

City of Rochester  
Division of Environmental Quality  
30 Church Street – Room 300B  
Rochester, New York 14614  
(585) 428-5978  
(585) 428-6010 (fax)

**ENVIRONMENTAL EASEMENT  
CHECKLIST/CERTIFICATION  
SITE No. B00129-8**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

**1) Special Circumstances**

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed Yes No

The property in the Brownfield Cleanup Agreement includes lands under water  
Yes No

The property has multiple owners Yes No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary.

**2) Verification of ownership of the property**

- Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- Ownership of the property matches the current deed.
- Verification reviewed and included for authority to sign Easement.
- Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
  - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
  - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
  - trusts: trust agreement, affidavit of no change in the trust; and
  - estates: estate letters, powers of attorney.

**3) Verification of Property Subject to Easement**

- Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- The Tax Map identifier (SBL) matches on all documents.

#### 4) Survey Review

- Survey includes metes and bounds description.
- Survey includes a graphic scale.
- Survey includes Tax Map Section, Block and Lot.
- Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- Diagrams must be accurately presented.
- The point of beginning of the legal description must be shown.
- The legal description must be correct.
- The legal description must state the acreage.
- If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- N/A  The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: "*This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov)*". This reference must be located on the face of the survey and be in at least 15-point type.
- N/A  If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
  - A "D" sized copy (24" x 36") of the final signed, stamped map
  - A 600 DPI scan of the final signed, stamped map
  - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

## **5) Submissions**

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

### **PLEASE READ THE FOLLOWING CAREFULLY**

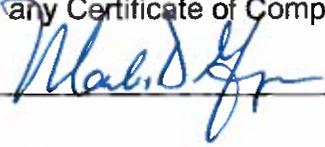
The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

**Statement of Certification and Signatures**

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

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 further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: 2-26-2016 Signature: 

Print Name: MARK D. GREGOR

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for CITY OF ROCHESTER (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: 2/26/16 Signature: 

Print Name: SCOTT SMITH

Attachment

## Attachment A

**Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:**

- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

**Hard copy submission shall be sent to:**

Bradford Burns, Esq.  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, NY 12233-1500



# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

|   |  |  |
|---|--|--|
| Grantor/Transferor<br><input type="checkbox"/> Individual<br><input checked="" type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Estate/Trust<br><input type="checkbox"/> Single member LLC<br><input type="checkbox"/> Other | Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor)<br><b>CITY OF ROCHESTER</b><br>Mailing address<br><b>30 CHURCH STREET</b><br>City State ZIP code<br><b>ROCHESTER NY 14614</b><br>Single member's name if grantor is a single member LLC (see instructions)                                | Social security number<br><br>Social security number<br><br>Federal EIN<br><b>16-6002551</b><br>Single member EIN or SSN |
| Grantee/Transferee<br><input type="checkbox"/> Individual<br><input checked="" type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Estate/Trust<br><input type="checkbox"/> Single member LLC<br><input type="checkbox"/> Other | Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)<br><b>NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION</b><br>Mailing address<br><b>625 BROADWAY</b><br>City State ZIP code<br><b>ALBANY NY 12233</b><br>Single member's name if grantee is a single member LLC (see instructions) | Social security number<br><br>Social security number<br><br>Federal EIN<br>[REDACTED]<br>Single member EIN or SSN        |

**Location and description of property conveyed**

| Tax map designation – Section, block & lot (include dots and dashes) | SWIS code (six digits) | Street address        | City, town, or village | County |
|--|------------------------|-----------------------|------------------------|--------|
| 106.76-1-44  | 261400                 | 1200 EAST MAIN STREET | ROCHESTER              | MONROE |

Type of property conveyed (check applicable box)

|  |   |  |   |
|--|---|--|---|
| 1 <input type="checkbox"/> One- to three-family house<br>2 <input type="checkbox"/> Residential cooperative<br>3 <input type="checkbox"/> Residential condominium<br>4 <input checked="" type="checkbox"/> Vacant land | 5 <input type="checkbox"/> Commercial/Industrial<br>6 <input type="checkbox"/> Apartment building<br>7 <input type="checkbox"/> Office building<br>8 <input type="checkbox"/> Other _____ | Date of conveyance<br>[REDACTED]<br>month day year | Percentage of real property conveyed which is residential real property _____ %<br>(see instructions) |
|--|---|--|---|

Condition of conveyance (check all that apply)

|  |  |   |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest<br><br>b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)<br><br>c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)<br><br>d. <input type="checkbox"/> Conveyance to cooperative housing corporation<br><br>e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)<br><br>g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)<br><br>h. <input type="checkbox"/> Conveyance of cooperative apartment(s)<br><br>i. <input type="checkbox"/> Syndication<br><br>j. <input type="checkbox"/> Conveyance of air rights or development rights<br><br>k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender<br><br>m. <input type="checkbox"/> Leasehold assignment or surrender<br><br>n. <input type="checkbox"/> Leasehold grant<br><br>o. <input checked="" type="checkbox"/> Conveyance of an easement<br><br>p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)<br><br>q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state<br><br>r. <input type="checkbox"/> Conveyance pursuant to divorce or separation<br><br>s. <input type="checkbox"/> Other (describe) _____ |
|--|--|---|

|                             |  |               |                    |
|-----------------------------|--|---------------|--------------------|
| For recording officer's use | Amount received<br>Schedule B., Part I \$ _____<br>Schedule B., Part II \$ _____ | Date received | Transaction number |
|-----------------------------|--|---------------|--------------------|

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

|    |  |   |
|----|--|---|
| 1. |  | 1 |
| 2. |  |   |
| 3. |  |   |
| 4. |  |   |
| 5. |  |   |
| 6. |  |   |

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

|    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)**

**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

|   |                                    |   |                |
|---|------------------------------------|---|----------------|
| <br>_____<br>Grantor signature | MANAGER<br>D.E.Q<br>_____<br>Title | CITY OF ROCHESTER<br>By: <br>_____<br>Grantee signature | _____<br>Title |
| Grantor signature   | Title                              | Grantee signature   | Title          |

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |



## **Change in Mailing Address for Certain Real Estate Transfer Tax Forms if Using a Private Delivery Service**

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There has been a change to the address that must be used when submitting certain forms through a private delivery service rather than by U.S. Mail.

Send **Form TP-584**, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*, to:

NYS TAX DEPARTMENT  
DEPOSIT RESOLUTION UNIT  
90 COHOES AVE  
GREEN ISLAND NY 12183-1515

Send **Form TP-588**, *Cooperative Housing Corporation Information Return*, to:

NYS TAX DEPARTMENT  
TDAB – TRANSFER TAX  
90 COHOES AVE  
GREEN ISLAND NY 12183-1515

See Publication 55, *Designated Private Delivery Services*, for information about establishing the date you filed, and for the address to use for other forms.

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