

AGREEMENT

AGREEMENT made this 10th day of October, 1981, between Peter G. Gleason and Vera G. Gleason, his wife, residing at 224 Hollywood Avenue, Rochester, New York; L. Gordon Booth and Dorothy S. Booth, his wife, residing at 2 Bonsai Drive, Delray Dunes, Boynton Beach, Florida; W. James Stuber, residing at Allens Creek Road, Rochester, New York ; and Kellogg's Pan-Tree Motor Inn, Inc., a New York Corporation with place of business at Lakeshore Drive, Canandaigua, New York, (hereinafter referred to as "Kellogg"):

WHEREAS, the Parties hereto are owners of Lots 1 through 11 inclusive as shown on a map of cottage lots, parks and grounds, known as "Silver Springs", made for Frank K. Marks by John Handrahan, C.E., in 1921 and filed in Ontario County Clerk's Office as Map No. 348, and

WHEREAS, Kellogg is conveying to the other Parties to this Agreement a portion of the so called "Park" area as shown on the aforesaid subdivision map, said portion being more particularly shown on a map entitled "Lands to be conveyed to Booth, Stuber and Gleason" made by S. Scott Stevens, Jr., on September 22, 1981, and is retaining the south portion of said "Park" area, and

WHEREAS, the Parties for their mutual benefit as owners of said lots 1 through 11 wish to enter into restrictions in respect to the Park area being conveyed and

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that being retained by Kellogg:

NOW, THEREFORE, in consideration of the above and for other valuable consideration, the Parties, for themselves, their successors, distributees and assigns, agree as follows:

- (1) The Parties will not transfer their respective interests in the Park area being sold and the area being retained by Kellogg, except in conjunction with the conveyance of their or its lake front lots and this restriction shall be binding on the parties, their distributees, successors and assigns.
- (2) That the Park area will forever be kept open and unobstructed and no buildings or structures of any kind or type shall be placed on the Park area without the mutual written consent of all parties owning Lots 1 through 11, excepting a tennis court presently on the area to be retained by Kellogg.
- (3) That the parties will keep the portion of the Park area at the rear of their lake front lots in a neat and orderly condition.
- (4) The parties shall not fence or obstruct Glenmede Avenue which shall remain open to vehicular passage for the benefit of the owners of Lots 1 through 11.

That this Agreement shall be deemed for the benefit of the owners of said Lots 1 through 11 inclusive and may be enforced by any owner of such lots, their successors, distributees and assigns.

IN WITNESS WHEREOF, the Parties have signed this Agreement causing it to be effective on the date first stated.


Peter G. Gleason


Vera G. Gleason

L. Gordon Booth
L. Gordon Booth

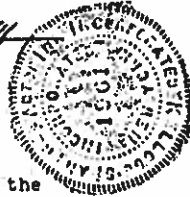
Dorothy S. Booth
Dorothy S. Booth

Robert L. Lowenthal
Robert L. Lowenthal
Subscribing witness

W. James Stuber
W. James Stuber

KELLOGG'S PAN-TREE MOTOR INN, INC.

By: Paul R. Kellogg



STATE OF NEW YORK)
COUNTY OF ^{Montez}ONTARIO) ss.:

On this 18th day of October, 1981, before me, the subscriber, personally appeared Peter G. Gleason and Vera G. Gleason, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

Arthur L. Quinn
Notary Public
ARTHUR L. QUINN
Notary Public in the State of New York
NON-PROFIT COUNTY, N. Y.
Commission Expires March 30, 1982



STATE OF NEW YORK)
COUNTY OF ^{Montez}ONTARIO) ss.:

On this 10th day of October, 1981, before me, the subscriber, personally appeared L. Gordon Booth and Dorothy S. Booth, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same.



Arthur L. Quinn
Notary Public
ARTHUR L. QUINN
Notary Public in the State of New York
NON-PROFIT COUNTY, N. Y.
Commission Expires March 30, 1982

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

On this 12th day of October, 1981, before me came ROBERT L. LOWENTHAL to subscribing witness to the foregoing instrument, to me known, who, being by me duly sworn, did depose and say, that he resided, at the time of the execution of said instrument, and still resides at West Lake Road, Town of Canandaigua, Ontario County, New York, that he is and then was acquainted with and knew W. James Stuber to be the individual described in and who executed the foregoing instrument; and that he, said subscribing witness, was present and saw said W. James Stuber execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

[Signature]
Notary Public

FREDERIC T. HENRY, JR.
Notary Public, State of New York
Reg. in Ontario County, No. 6539029
My Commission Expires Mar. 20, 1982

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

On this 13th day of October, 1981, before me, the subscriber, personally came PAUL R. KELLOGG to me personally known, who, being by me duly sworn, did depose and say that he resides in Granger Street, Canandaigua, New York; that he is the President of KELLOGG'S PAN-TREE MOTOR INN, INC., the corporation described in, and which executed, the within Instrument; that he 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; and that he signed his name thereto by like order.

[Signature]
Notary Public

ROBERT L. MUEHE
Notary Public, State of New York
No. 26-8046196, Reg. in Ontario County
My Commission Expires March 20, 1982

ONTARIO COUNTY, S.S.
Recorded on the 13th day of OCT., 1981
at 10:00 A.M. in Book 808
p. 119
[Signature]
Clk