

STEWART TITLE INSURANCE COMPANY

40 South Main Street
Canandaigua, NY 14424

GUARANTEED TAX SEARCH

ORDER NO. 81137445

ABSTRACT NO. 81137445

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for a valuable consideration to it paid, hereby certifies and guarantees (pursuant to New York Insurance Law section 6403(b)(1)) to the record owners of an interest in or a specific lien against the real estate described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

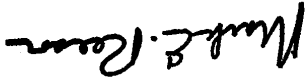
ASSESSED TO: SILVER SPRINGS ASSOC,
TAX ACCOUNT NO: 126.16-1-1.100
STREET ADDRESS: 4351 TICHENOR POINT DR
MUNICIPALITY: 322400 - CANANDAIGUA TOWN
SCHOOL DISTRICT: 320200 - CANANDAIGUA
PROPERTY CLASS: 280
ROLL YEAR: 2021
LAND ASSESSED VALUE: \$ 1,300,000.00
TOTAL ASSESSED VALUE: \$ 1,382,000.00
LOT SIZE: 0 X 0
ACREAGE: 3.80

DESCRIPTION OF TAX OR ASSESSMENT:

2021 Town and County Taxes Paid in the amount of \$11,187.50

ABOVE STATED AMOUNTS, IF ANY, DO NOT INCLUDE APPLICABLE INTEREST, PENALTY OR LATE CHARGE.
NO SEARCH INCLUDED FOR CITY, VILLAGE OR SCHOOL TAXES OR ANY LOCAL ASSESSMENTS.
THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.
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 THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

STEWART TITLE INSURANCE COMPANY



By

Dated: January 26, 2021

Authorized Officer

Collection: Town & County 2021
 Fiscal Year Start: 1/1/2021
 Fiscal Year End: 12/31/2021
 Warrant Date: 12/18/2020

Total Tax Due (minus penalties & interest) \$0.00

Entered	1/29/2021	Posted	1/29/2021	Total	\$11,187.50	Tax Amount	\$11,187.50	Penalty	\$0.00	Surcharge	\$0.00	Via	Mail	Full Payment	Type
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Tax Bill #	004143	SWIS	322400	Tax Map #	126.16-1-1.100	Status	Payment Posted
Address	4351 Tichenor Point Dr		Town of Canandaigua		School		
Municipality		Cdga City School Dis					

Owners
 Silver Springs Assoc
 4351 Tichenor Point Dr
 Canandaigua, NY 14424

Property Information
 Roll Section: 1
 Property Class: Res Multiple
 Lot Size: 3.80

Assessment Information
 Full Market Value: 1382000.00
 Total Assessed Value: 1382000.00
 Uniform %: 100.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
County Tax	63951464	4.1000	1382000.000	6.31266200	\$8,724.10
Town Tax	1425000	0.4000	1382000.000	1.02274000	\$1,413.43
Cdga fire protection	1120920	-2.0000	1382000.000	0.75974900	\$1,049.97

Total Taxes: \$11,187.50

Estimated State Aid - Type	Amount
County	24852396.00
Town	515000.00

Mail Payments To:

Tax Collector

5440 Rte 5 and 20 W Canandaigua, NY 14424

1. Subject Premises Description

Parcel One:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Five (5) as surveyed and laid out 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; the lot hereby conveyed being bounded and described as follows: Beginning at a point in the center of the brook at the southwest corner of said lot number five (5) as laid out on said map; thence running northerly along the west line of said lot number five (5), eighty-five (85) feet to the southwest corner of lot number six (6); thence easterly on the south line of lot number six (6), two hundred ten (210) feet to the shore of Canandaigua Lake; thence southerly along the west shore of said Lake one hundred (100) feet to the center of said brook; thence westerly following the center line of said brook to the place of beginning.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

Parcel Two:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Seven as surveyed and laid out on a map of Cottage Lots, parks and grounds known as Silver Springs made for Frank K. Marks by John Handrahan, C.E. in 1922 and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and described as follows: Beginning at a point in the east line of a road or driveway described on said map, as Glenmede Ave., at the northwest corner of lot number six as laid out on said map; thence running northerly along the east line of Glenmede Ave. one hundred feet to the southwest corner of lot number eight; thence easterly along the south line of said lot number eight, one hundred eighty feet to the west shore of Canandaigua Lake; thence southerly along said west shore about one hundred feet to the northeast corner of lot number six; thence westerly along the north line of said lot number six and parallel with the south line of lot number eight and one hundred feet distant southerly therefrom one hundred seventy-five feet to the place of beginning.

Together with the perpetual right and privilege to the parties of the second part, their heirs and assigns, in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

Parcel Three:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being lot number four (4) as surveyed and laid out on a map of cottage lots, parks and grounds known as Silver Springs made for said Frank K. Marks by John Handrahan, C.E., in 1922, and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and described as follows: Beginning at point in the center of the gully at the southerly extremity of the westerly line of the driveway designate on said map as Glenmede Avenue; thence running northwesterly along the westerly line of Glenmede Avenue and Willow Avenue one hundred sixty feet to the northeast corner of lot number three, as laid out on said map; thence southwesterly along the southerly line of said lot number three one hundred sixty-six feet to the center of the gully; thence easterly along the center of the gully to the place of beginning.

Also, All That Other Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Six (6) as surveyed and laid out on a map of Cottage Lots, parks and grounds, known as Silver Springs made for said Frank K. Marks by John Handtraham, C.E., in 1922 and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and described as follows: Beginning at a point in the easterly line of the driveway designated on said map as Glenmede Avenue eighty-two feet northerly from the center of the gully, which point is the northwest corner of lot number five as laid out on said map; thence running easterly at right angles to the south line of Glenmede Avenue and along the northerly line of lot number five about two hundred ten feet to the west shore of Canandaigua lake; thence northerly along the west shore of said Lake one hundred feet to the southeast corner of lot number seven; thence westerly along the southerly line of lot number seven about one hundred seventy-five feet to the east line of Glenmede Avenue; thence southeasterly along the easterly line of Glenmede Avenue ninety-four and five-tenths feet to the place of beginning.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

Parcel Four:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, known and described as Lots 1, 2, and 3 as surveyed and laid out on a map of cottage lots known as the Silver Springs Tract, by John Handtraham, L.A., and filed in Ontario County Clerk's Office on the 15th day of April, 1922, and more particularly described as follows: Bounded on the west by West Lake Road; on the north by Willow Avenue; on the east by Lot No. 4; and on the south by a stream or brook which is also the south boundary of the premises of Frank K. Marks and Grace C. Marks.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

Excepting and reserving therefrom, .17 acre of land conveyed to Ontario County for highway purposes by Jack L. Gorham and Ruth C. Gorham by Deed dated December 15, 1931 and recorded in Ontario County Clerk's Office on December 28 1931 in Liber 369 of Deeds at page 28.

Parcel Five:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being the part and playground of Silver Springs tract as surveyed and laid out on a map of cottage lots known as "Silvers Springs" by John Handtraham, L.A. and filed in the Ontario County Clerk's Office on the 15th day of April, 1922.

Excepting and reserving therefrom, lands conveyed to L. Gordon Booth and Dorothy S. Booth by two deeds, the first dated September 20, 1960, recorded in Ontario County Clerk's Office October 18, 1960 in Liber 640 of Deeds at page 84, and the second dated June 14, 1960 and recorded in Ontario County Clerk's Office on August 2, 1960 in Liber 645 of Deeds at page 336, to which deeds reference is hereby made for a more particular description of the excepted parcels, as confirmed by a deed dated October 13, 1981 and recorded in the Ontario County Clerk's Office in Liber 808 of Deeds at page 423.

Parcel Six:

All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being a part of Silver Springs Park as surveyed by John Handraban, L.A., and filed in the Ontario County Clerk's Office on the 15th day of April, 1922, consisting of roads, streets, and avenues within said tract, as laid out on said map, lying east of the West Lake Road, being a portion of the premises conveyed to the party of the first part by Geneva Savings Bank, by deed dated November 17, 1938, and recorded in Ontario County Clerk's Office in Liber 395 of Deeds at page 564.

Excepting from Parcels Five and Six above the following:

- 1) Premises described in a deed to Peter G. Gleason and Vera G. Gleason dated October 13, 1981 and recorded in the Ontario County Clerk's Office in Liber 808 of Deeds at page 423.
- 2) Premises described in a deed to W. James Stuber dated October 13, 1981 and recorded in the Ontario County Clerk's Office in Liber 808 of Deeds at page 430.
- 3) Premises described in a deed to L. Gordon Booth and Dorothy S. Booth dated October 13, 1981 and recorded in the Ontario County Clerk's Office in Liber 808 of Deeds at page 426.

2. WARRANTY DEED

JOHN R. HONISS
KATE HONISS, his wife

TO

JACK L. GORHAM

RUTH C. GORHAM, his wife,

as tenants by the entirety with right of survivorship

Instrument Date: 9-5-1924

Acknowledged Date: 9-8-1924

Record Date: 9-25-1924

Instrument Location: Liber 333 of Deeds; Page 455

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Five (5) as surveyed and laid out 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; the lot hereby conveyed being bounded and described as follows: Beginning at a point in the center of the brook at the southwest corner of said lot number five (5) as laid out on said map; thence running northerly along the west line of said lot number five (5), eighty-five (85) feet to the southwest corner of lot number six (6); thence easterly on the south line of lot number six (6), two hundred ten (210) feet to the shore of Canandaigua Lake; thence southerly along the west shore of said Lake one hundred (100) feet to the center of said brook; thence westerly following the center line of said brook to the place of beginning.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silver Springs property as laid out on said map.

This conveyance is made upon the following conditions, and the parties of the second part for themselves, their heirs and assigns, covenants:

1) That no building shall be erected or maintained on the lot hereby conveyed, any portion of which, porches or otherwise, shall be within thirty-five (35) feet of the lake shore at high water mark.

2) That only one cottage or residence shall be erected or maintained at one time upon the lot hereby conveyed.

3) That no cottage or residence shall be erected or maintained on the lot hereby conveyed which shall cost less than \$1500.

4) That no toilet shall be placed or maintained on the lot hereby conveyed except an inside toilet or a septic tank.

Recites: Being and hereby intending to convey the same premises conveyed to the parties of the first part hereto by Frank K. Marks and Grace C. Marks, his wife, by Deed dated April 1, 1922 and recorded in Ontario County Clerk's Office in Liber 324 of Deeds at page 473 on the 10th day of October, 1922 at 11-15 o'clock A.M. and this conveyance is expressly made subject to and is accepted by the parties of the second part subject to the covenants and restrictions set out in said last mentioned deed.

3. WARRANTY DEED

JAMES F. KNAPP
MARIE H. KNAPP, his wife
TO
JACK L. GORHAM
RUTH C. GORHAM, his wife,
as tenants by the entirety

Instrument Date: 11-19-1924

Acknowledged Date: 11-19-1924

Record Date: 12-26-1924

Instrument Location: Liber 335 of Deeds; Page 268

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Seven as surveyed and laid out on a map of Cottage Lots, parks and grounds known as Silver Springs made for Frank K. Marks by John Handrahan, C.E. in 1922 and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and described as follows: Beginning at a point in the east line of a road or driveway described on said map, as Glenmede Ave., at the northwest corner of lot number six as laid out on said map; thence running northerly along the east line of Glenmede Ave. one hundred feet to the southwest corner of lot number eight; thence easterly along the south line of said lot number eight, one hundred eighty feet to the west shore of Canandaigua Lake; thence southerly along said west shore about one hundred feet to the northeast corner of lot number six; thence westerly along the north line of said lot number six and parallel with the south line of lot number eight and one hundred feet distant southerly therefrom one hundred seventy-five feet to the place of beginning.

Together with the perpetual right and privilege to the parties of the second part, their heirs and assigns, in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

This conveyance is made subject to the following conditions and restrictions and the parties of the second part hereby covenant and agree:

1) That no building shall be erected or maintained on the lot hereby conveyed, any portion of which, porches or otherwise, shall be within thirty-five (35) feet of the lake shore at high water mark.

2) That only one cottage or residence shall be erected or maintained at one time upon the lot hereby conveyed.

3) That no cottage or residence shall be erected or maintained on the lot hereby conveyed which shall cost less than \$1500.

4) That no toilet shall be placed or maintained on the lot hereby conveyed except an inside toilet or a septic tank.

The foregoing conditions, covenants and restrictions shall run with the land and Frank K. Marks covenants for himself, his heirs, executors, administrators and assigns to insert the same in all deeds conveying lots in said Silvers Springs Tract numbered from five to eleven inclusive, as laid out on said map.

Recites: The above described premises are the same conveyed by Frank K. Marks and Grace

C. Marks, his wife, to James Knapp and Marie H. Knapp, his wife, by deed dated 15 July, 1922 and recorded in Ontario County Clerk's Office in Liber 324 of Deeds at page 252.

4. WARRANTY DEED

FRANK K. MARKS
GRACE C. MARKS, his wife
TO
JACK L. GORHAM
RUTH C. GORHAM, his wife
as tenants by the entirety

Instrument Date: 1-29-1925

Acknowledged Date: 1-29-1925

Record Date: 2-2-1925

Instrument Location: Liber 335 of Deeds; Page 432

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being lot number four (4) as surveyed and laid out on a map of cottage lots, parks and grounds known as Silver Springs made for said Frank K. Marks by John Handtrahan, C.E., in 1922, and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and described as follows: Beginning at point in the center of the gully at the southerly extremity of the westerly line of the driveway designate on said map as Glennede Avenue; thence running northwesterly along the westerly line of Glennede Avenue and Willow Avenue one hundred sixty feet to the northeast corner of lot number three, as laid out on said map; thence southwesterly along the southerly line of said lot number three one hundred sixty-six feet to the center of the gully; thence easterly along the center of the gully to the place of beginning.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silver Springs property as laid out on said map.

This conveyance is made upon the following conditions, and the parties of the second part for themselves, their heirs and assigns, covenants:

1) That no cottage or residence shall be erected or maintained on the lot hereby conveyed which shall cost less than \$2000.

2) That no cottage or residence shall be build or maintained on the lot hereby conveyed any portion of which, porches or otherwise, shall be within forty feet of the westerly line of Glennede or William Avenues.

3) That only one cottage or residence shall be erected or maintained at one time upon the lot hereby conveyed.

4) That no toilet shall be placed or maintained on the lot hereby conveyed except an inside toilet or a septic tank.

Also, All That Other Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, lying on the west shore of Canandaigua Lake and being Lot Number Six (6) as surveyed and laid out on a map of Cottage Lots, parks and grounds, known as Silver Springs made for said Frank K. Marks by John Handtrahan, C.E., in 1922 and filed in Ontario County Clerk's Office; the lot hereby conveyed being bounded and

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, known and described as Lots 1, 2, and 3 as surveyed and laid out on a map of cottage lots known as the Silver Springs Tract, by John Handrahan, L.A., and filed in Ontario County Clerk's Office on the 15th day of April, 1922, and more particularly described as follows: Bounded on the west by West Lake Road; on the north by

Instrument Date: 10-2-1928
Acknowledged Date: 10-2-1928
Record Date: 10-13-1928
Instrument Location: Liber 351 of Deeds; Page 193

FRANK K. MARKS
GRACE C. MARKS, his wife
TO
JACK L. GORHAM
RUTH C. GORHAM, husband and wife
as tenants by the entirety

5. WARRANTY DEED

The foregoing conditions, covenants and restrictions shall run with the land and Frank K. Marks covenants for himself, his heirs, executors, administrators and assigns to insert the same conditions, covenants and restrictions in all deeds conveying lots in said Silvers Springs Tract numbered from five to eleven inclusive, as laid out on said map.

- 1) That no cottage or residence shall be erected or maintained on the lot hereby conveyed which shall cost less than \$2000.
- 2) That no cottage or residence shall be build or maintained on the lot hereby conveyed any portion of which, porches or otherwise, shall be within forty feet of said lake shore at high water mark.
- 3) That only one cottage or residence shall be erected or maintained at one time upon the lot hereby conveyed.
- 4) That no toilet shall be placed or maintained on the lot hereby conveyed except an inside toilet or a septic tank.

This conveyance is made upon the following conditions, and the parties of the second part for themselves, their heirs and assigns, covenants:
Silvers Springs property as laid out on said map.

Together with all the right, title and interest of the parties of the first part in and to the perpetual right and privilege in common with other owners of said Silver Spring property, to use and enjoy the playground, park, driveways, avenues, pier and boat landing, included within said Silvers Springs property as laid out on said map.

Willow Avenue; on the east by Lot No. 4; and on the south by a stream or brook which is also the south boundary of the premises of the party of the first part.

This grant is subject to the following restrictions: That but one cottage or dwelling shall be erected on each lot and no residence or cottage to be built at a cost of less than two thousand dollars.

Also giving and granting unto the parties of the second part, their heirs and assigns, the privilege of using the portion of said tract known and designated as the play ground in common with other grantees and assigns of parties of the first part.

Also giving and granting unto the parties of the second part, their heirs, personal representatives and assigns, in common with the parties of the first part, their heirs, personal

representatives and assigns, a right of way to and from each of the lots herein above conveyed and the West Lake Road over and upon Willow Avenue and all other streets and avenues in said Silver Springs Tract.

6. EXCEPTION WARRANTY DEED

JACK L. GORHAM
RUTH C. GORHAM, his wife
TO
ONTARIO COUNTY

Instrument Date: 12-15-1931

Acknowledged Date: 12-15-1931

Record Date: 12-28-1931

Instrument Location: Liber 369 of Deeds; Page 28

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, described as follows, to wit: Beginning at a point in the dividing line between the lands of F.K. Marks on the north and Jack L. Gorham on the south said point being easterly 42' measured at right angles to Station 191+27 of the center line; thence southerly 157' to a point in the dividing line between the lands of Jack L. Gorham on the north and Mrs. R.F. Thompson on the south, said point being easterly 50' measured at right angles to Station 192+83 of the center line; thence westerly 55' along the aforementioned Gorham-Thompson dividing line to the intersection with the easterly boundary of the existing highway; thence northerly along the easterly highway boundary to the intersection with the aforementioned Marks-Gorham dividing line; thence easterly 33' along this dividing line to the point of beginning, being .17 acres, more or less.

The above mentioned center line is a part of the center line of the proposed Canandaigua-Academy, Part 2, County Road No. 16.

7. DEED

WALTER H. KNAPP, as Referee
TO
JACK L. GORHAM

Instrument Date: 6-17-1942
Acknowledged Date: 6-17-1942
Record Date: 6-17-1942
Instrument Location: Liber 410 of Deeds, Page 411

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being the part and playground of Silver Springs tract as surveyed and laid out on a map of cottage lots known as "Silver Springs" by John Handrahan, L.A. and filed in the Ontario County Clerk's Office on the 15th day of April, 1922.

Subject to two easements of the Rochester Gas and Electric Corporation, acknowledged June 24, 1924 and July 18, 1925, respectively, and recorded in the Ontario County Clerk's Office in Liber 337 of Deeds at page 171 and Liber 337 of Deeds at page 337, respectively.

The part so mortgaged is bounded on the north by Lot No. 12 as shown on said map; on the east by Canandaigua Lake on the south by Lot No. 11 shown on said map; and on the west by the West Lake Road and Glenmede Avenue, as show on said map.

8. QUIT CLAIM DEED

BARBARA B. CARPENTER
TO
JACK L. GORHAM

Instrument Date: 7-7-1942
Acknowledged Date: 7-7-1942
Record Date: 7-8-1942
Instrument Location: Liber 402 of Deeds, Page 266

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being a part of Silver Springs Park as surveyed by John Handrahan, L.A., and filed in the Ontario County Clerk's Office on the 15th day of April, 1922, consisting of roads, streets, and avenues within said tract, as laid out on said map, lying east of the West Lake Road, being a portion of the premises conveyed to the party of the first part by Geneva Savings Bank, by deed dated November 17, 1938, and recorded in Ontario County Clerk's Office in Liber 395 of Deeds at page 564.

9. EXCEPTION QUIT CLAIM DEED

JACK L. GORHAM

TO

L. GORDON BOOTH

DOROTHY S. BOOTH, his wife

as tenants by the entirety

Instrument Date: 9-20-1960

Acknowledged Date: 9-20-1960

Record Date: 10-18-1960

Instrument Location: Liber 640 of Deeds; Page 84

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being the southerly fifteen (15) feet of premises shown as "Park" on a map of the "Silver Springs" Tract filed in Ontario County Clerk's Office in Book 2 of Canandaigua Maps at pages 10 and 11. The portion of said "Park" hereby conveyed is bounded on the south by the north line of Lot Eleven of said "Silver Springs" Tract, on the west by Glenmede Avenue, on the north by a line parallel with the north line of said Lot 11 and fifteen (15) feet northerly therefrom, and on the east by the shore of Canandaigua Lake.

Recites: Being part of the premises heretofore conveyed by Walter H. Knapp, Referee, to Jack L. Gorham, by Deed dated June 17, 1942 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 411.

10. EXCEPTION QUIT CLAIM DEED

JACK L. GORHAM

TO

L. GORDON BOOTH

DOROTHY S. BOOTH, his wife

as tenants by the entirety

Instrument Date: 6-14-1961

Acknowledged Date: 6-14-1961

Record Date: 8-2-1961

Instrument Location: Liber 645 of Deeds; Page 336

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, being part of premises designated "Park" on a map of the "Silver Springs" Tract filed in Ontario County Clerk's Office in Book 2 of Canandaigua Maps at pages 10 and 11.

The portion of said "Park" hereby conveyed is bounde on the north by premises described in a Deed to Abram H. Post recorded in Ontario County Clerk's Office in Liber 324 of Deeds at page 505; on the west by the West Lake Road and Glenmede Avenue as shown on said map; on the south by premises conveyed to L. Gordon Booth and Dorothy S. Booth, his wife, by deed dated September 20, 1960 and redcorded in the Ontario County Clerk's Office in Liber 640 of Deeds at page 84, and on the east by shore of Canandaigua Lake.

Recites: Being part of the premises heretofore conveyed by Walter H. Knapp, Referee, to Jack L. Gorham by deed dated June 17th, 1942 and recorded in Ontario County Clerk's Office in Liber 410 of Deeds at page 411.

11. WARRANTY DEED

JACK L. GORHAM

TO

PAUL R. KELLOGG

SHIRLEY H. KELLOGG, his wife,

as tenants by the entirety

Instrument Date: 12-23-1971

Acknowledged Date: 12-23-1971

Record Date: 12-23-1971

Instrument Location: Liber 716 of Deeds; Page 470

Conveys:

Parcel One: Same as described at No. 2.

Parcel Two: Same as described at No. 3.

Parcel Three: Same as described at No. 4.

Parcel Four: Same as described at No. 5 excepting therefrom lands described at No. 6.

Parcel Five: Same as described at No. 7 excepting therefrom lands described at Nos. 9 and

10.

Parcel Six: Same as described at No. 8.

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

12. WARRANTY DEED

PAUL R. KELLOGG

SHIRLEY H. KELLOGG, his wife

TO

KELLOGGS PAN-TREE MOTOR INN, INC.

Instrument Date: 12-29-1971

Acknowledged Date: 12-29-1971

Record Date: 12-30-1971

Instrument Location: Liber 716 of Deeds; Page 674

Conveys same as described at No. 11.

Recites: The above six parcels are the same premises conveyed to Paul R. Kellogg and Shirley H. Kellogg by Jack L. Gorham by Deed dated December 23, 1971 and recorded in Ontario County Clerk's Office the same day.

Contains 'Lien Fund' clause.

13. CERTIFICATE OF INCORPORATION

KEILOGG'S PAN TREE MOTOR INN INC.

Record Date: 1-23-1961

The purpose for which said corporation is formed is, among other things, to buy, sell, lease, mortgage, etc. real property.

14. PERMANENT SEWER LINE EASEMENT

PAUL R. KEILOGG

TO

CANANDAIGUA LAKE COUNTY SEWER DISTRICT

Instrument Date: 2-8-1977

Acknowledged Date: 2-8-1977

Record Date: 6-15-1977

Instrument Location: Liber 766 of Deeds; Page 536

See copy of this instrument at next page.

REST OF PAGE BLANK.

3089

LIBRA 766 PAGE 536
CANANDAIGUA LAKE COUNTY SEWER DISTRICT

PERMANENT SEWER LINE EASEMENT

The undersigned, hereafter referred to as the "Owner", residing at the address below, for \$1.00 and other good and valuable consideration paid by the County of Ontario, New York, the receipt whereof is hereby acknowledged, hereby grants to the Canandaigua Lake County Sewer District, a municipal corporation within the County of Ontario, New York, hereafter referred to as the "District":

A PERMANENT EASEMENT to construct, reconstruct, operate, maintain and improve an underground sewer line or lines, main or mains, with fixtures and appurtenances, with free ingress and egress for such purposes, including the right to trim and/or remove trees, shrubs or other obstructions and to store, pile and remove material or fill, in and over that parcel of land in the Town of Canandaigua Ontario County, New York, being the permanent easement as shown on the annexed drawing number 14-1.

The District hereby agrees to restore the surface grade of the easement area to the same condition as now found insofar as is reasonably possible following completion of construction and maintenance.
The Owner hereby retains the use of the surface of said easement area for all purposes except for the location of a permanent structure thereon.
This easement shall be binding upon the parties hereto, their heirs, successors and assigns.

DATED 2-8-77 19

Owner Paul R. Flynn

Owner

Residing at:

33 Grand St.

Canandaigua, N.Y.
14454

Witness
George M. Barber John

HELEN M. ROE
Notary Public in the State of New York
Ontario County No. 2670350
My Commission Expires March 30, 1973

Notary Public

On this 27 day of June, 1977,
before me personally came George V. Barden, personally known to me
and to me known to be the subscribing witness within named, who
being by me duly sworn, did depose and say, that he resides at
R. D. #4, Penn Yan, New York, and that he knows Paul R. Killig
the grantor (s) who executed _____,
the within instrument; that he was present and saw said grantor (s)
execute the same; and that he acknowledged to him (the said
George V. Barden) that he executed the same and that the said
George V. Barden thereupon subscribed his name as a witness thereto.

STATE OF NEW YORK
COUNTY OF Ontario)
SS:

TEMPORARY SEWER LINE EASEMENT

The undersigned, hereafter referred to as the "Owner" residing at the address below, for \$1.00 and other good and valuable consideration paid by the County of Ontario, New York, the receipt whereof is hereby acknowledged, hereby grants to the Canandaigua Lake County Sewer District, a municipal corporation within the County of Ontario, New York, hereafter referred to as the "District":

A TEMPORARY EASEMENT to go upon, use and occupy during the period of construction of a sanitary sewer system of the District, together with the right to trim and/or remove trees, shrubs and other obstructions, and to store pipes and pile and remove material for fill, in and over that parcel of land in the Town of Canandaigua, Ontario County, New York, being the temporary easement shown on the annexed drawing number 14-1.

The District hereby agrees to restore the grade of the easement area to the same condition as now found insofar as is reasonably possible following completion of construction.

The Owner hereby retains the use of the surface of said easement area for all purposes except for the location of a permanent structure thereon. This easement shall be binding upon the parties hereto, their heirs, successors and assigns.

DATED 2-8-77 19

Owner

Paul R. Kelly

Owner

Residing at:

23 Gary St

Canandaigua NY 14221

Witness

George W. Barber

3455 RECEIVED \$ 0- REAL ESTATE JUN 15 1977 ONTARIO TRANSFER TAX COUNTY

ONTARIO COUNTY, N.Y. Recorded on the 15 day of JUNE 1977 at 1:06 P.M. in Book 536 of DEEDS at page 536 and number 11

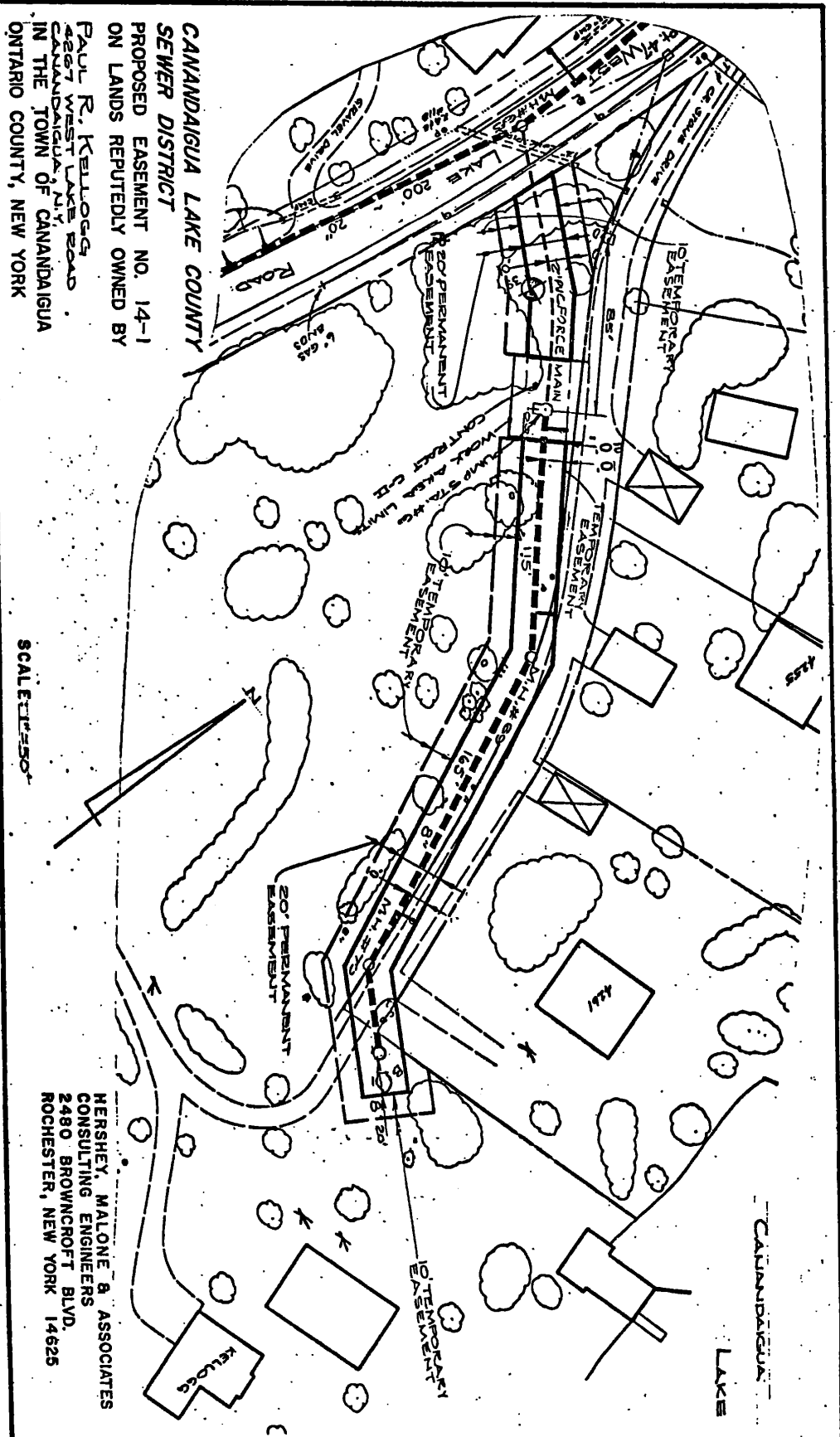
HELEN M. ROE Notary Public in the State of New York Ontario County No. 2670350 My Commission Expires March 30, 1972

Notary Public

Helen M. Roe

On this 13 day of June, 1977, before me personally came George V. Barden, personally known to me and to me known to be the subscribing witness within named, who being by me duly sworn, did depose and say, that he resides at R. D. #4, Penn Yan, New York, and that he knows *Paul P. Kelly*, the grantor (s) who executed the within instrument; that he was present and saw said grantor (s) execute the same; and that he acknowledged to him (the said George V. Barden) that he executed the same and that the said George V. Barden thereupon subscribed his name as a witness thereto.

STATE OF NEW YORK)
COUNTY OF *Ontario*)
SS:



**CANANDAIGUA LAKE COUNTY
SEWER DISTRICT**
**PROPOSED EASEMENT NO. 14-1
ON LANDS REPUTEDLY OWNED BY
PAUL R. KELLOGG,
4267 WEST LAKE ROAD,
CANANDAIGUA, N.Y.,
IN THE TOWN OF CANANDAIGUA,
ONTARIO COUNTY, NEW YORK**

SCALE 1"=50'

**HERSHEY, MALONE & ASSOCIATES
CONSULTING ENGINEERS
2480 BROWNCROFT BLVD.,
ROCHESTER, NEW YORK 14625**

15. EASEMENT

KEBLOG'S PAN-TREE MOTOR INN INC.

TO

CANANDAIGUA LAKE COUNTY SEWER DISTRICT

Instrument Date: 8-8-1978

Acknowledged Date: 8-8-1978

Record Date: 8-8-1978

Instrument Location: Liber 781 of Deeds; Page 359

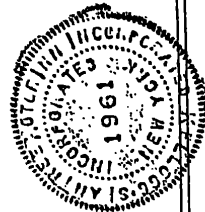
See copy of this instrument at next page.

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RECEIVED
REAL ESTATE
AUG 8 1978
TRANSFER TAX
ONTARIO
COUNTY

104

Recorded on the 8 day of Aug. 1978
at 3:25 P.M. in Book DEEDS 309
and examined
M. M. [Signature]
ONTARIO COUNTY, S.S.

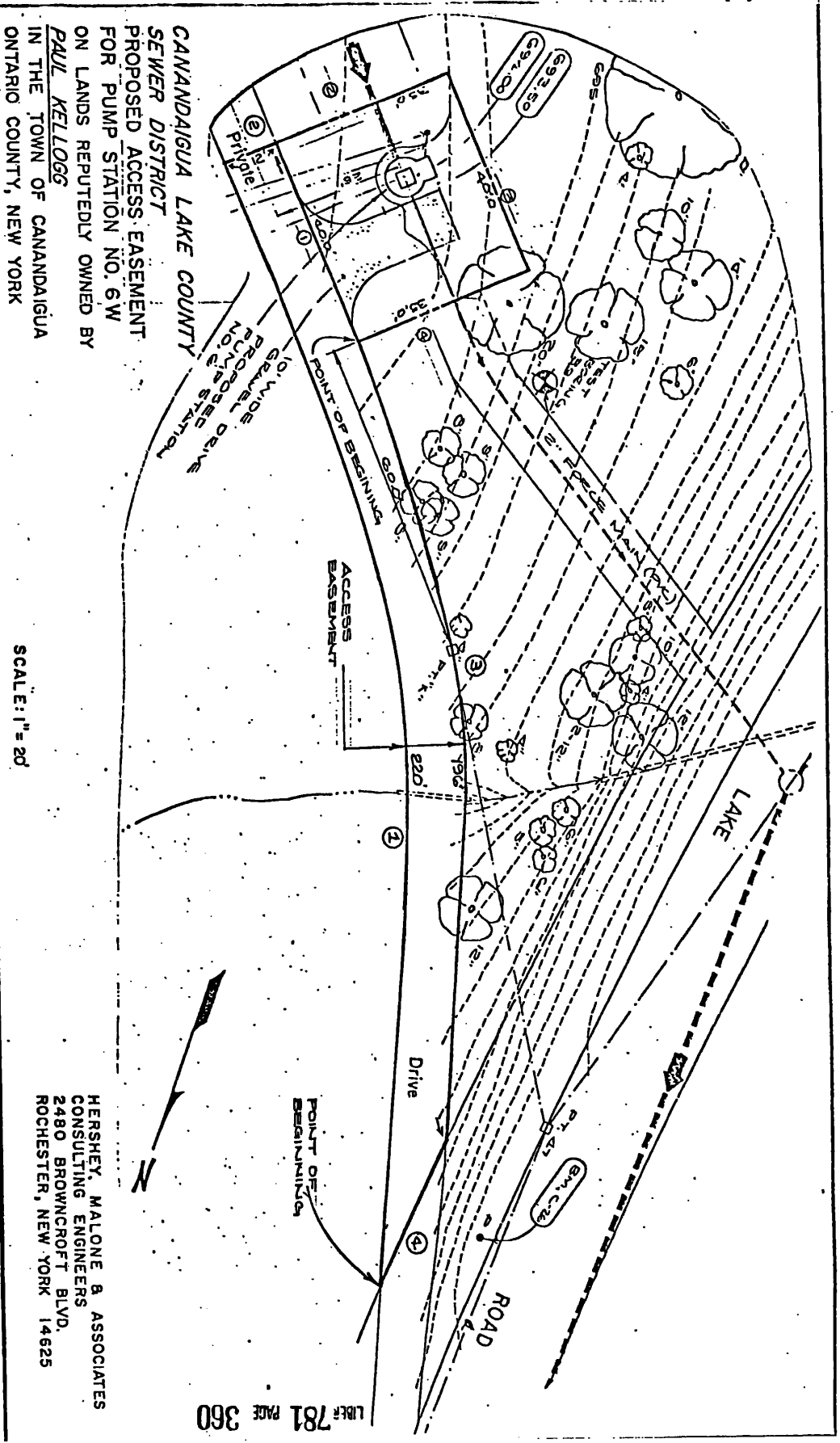


~~TAX ACCOUNT NUMBER
TAX MAP DESIG.
SECTION/BLOCK/PARCEL
BILLING ADDRESS
GRANTEE TAX
TRANSFERRED PROPERTY IS (check one)
PARTIAL TRANSFER ()~~

part of the second part, its successors
and assigns forever, xxx
lawful money of the United States, and other good and valuable consideration
of the second part, do es hereby grant and release unto the
part of the first part, in consideration of One and more
Dollars (\$1.00 & more
intentionally that the party
part y of the second part,
CANANDAIGUA LAKE COUNTY SEWER DISTRICT of the County of
Ontario, New York, a municipal corporation within the State of
New York
between
Kellogg's Pan-Tree Motor Inn, Inc., a New York corporation
having its principal place of business at 130 Lake Shore Drive,
Canandaigua, New York
part y of the first part, and
part y of the second part, its successors
and assigns forever, xxx
A permanent easement located in the Town of Canandaigua,
Ontario County, New York, over a parcel of land twelve feet in width
running southerly from the east line of the East Lake Road to the
southeasterly line of the proposed pumping station shown on the annexed
drawing made by Hershey, Malone & Associates, Consulting Engineers,
entitled "Canandaigua Lake County Sewer District Proposed Property
Acquisition for Pump Station No. 6W". This permanent easement is over
the existing private drive as shown on said drawing. The purpose of
this easement is to provide access for men, machinery, vehicles and
equipment between the West Lake Road and the grantee's planned sewer
pumping station No. 6W, as shown on said drawing, to construct and
maintain said pumping station, and to construct the sewer mains
connecting therewith.
The grantee, by recording this instrument, hereby agrees to
promptly repair any damage to the said private drive caused by its
use of the same.

This Indenture
Made the 8 day of
Nineteen Hundred and Seventy-eight

5001



CANANDAIGUA LAKE COUNTY
 SEWER DISTRICT
 PROPOSED ACCESS EASEMENT
 FOR PUMP STATION NO. 6 W
 ON LANDS REPUTEDLY OWNED BY
PAUL KELLOGG
 IN THE TOWN OF CANANDAIGUA
 ONTARIO COUNTY, NEW YORK

SCALE: 1" = 20'

HERSHEY, MALONE & ASSOCIATES
 CONSULTING ENGINEERS
 2480 BROWNCROFT BLVD.
 ROCHESTER, NEW YORK 14625

WARRANT WITH LIEN COVENANT

Easement

Kellog's Pan-Tree Motor
Inn, Inc.

TO

Canandaigua Lake County
Sewer District

Dated, July 19 1978

LIBER PAGE 781 361

Mail:
L EDWARD MONAGHAN
ATTORNEY AT LAW
58 SOUTH MAIN STREET
CANANDAIGUA, NEW YORK
OFFICE TEL (716) 394-3088

ROBERT E. RUEHE
Notary Public, State of New York
No. 35-0406150, Exp. in Ontario County
By Commission Expires March 30, 1982

STATE OF NEW YORK
COUNTY OF ONTARIO) SS.:
On this 8 day of July, 1978, before me personally came PAUL R. KELLOG, to me personally known, who being by me duly sworn, did depose and say that he resides at 23 Granger Street, Canandaigua, New York, that he is the President of KELLOG'S PAN-TREE MOTOR INN, INC. the corporation described in, and which executed, the above 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.

to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.
On this Nineteen Hundred and day of before me, the subscriber, personally appeared

In witness whereof, the party of the first part has hereunto set its hand and seal the day and year first above written.
KELLOG'S PAN-TREE MOTOR INN, INC.
By: *Paul R. Kellog, R. President*

And said party of the first part
covenant as follows:
First, That the party of the second part shall quietly enjoy the said premises;
And said party of the first part
of the first part in and to said premises,
second part, its successors
together with the appurtenances and all the estate and rights of the party
of the first part in and to said premises,
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.
That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Notary Public

16. CORRECTION EASEMENT

KELLOGG'S PAN-TREE MOTOR INN, INC.

TO

CANANDAIGUA LAKE COUNTY SEWER DISTRICT

Instrument Date: 8-8-1978

Acknowledged Date: 8-8-1978

Record Date: 9-7-1978

Instrument Location: Liber 782 of Deeds; Page 550

See copy of this instrument at next page.

REST OF PAGE BLANK.

LIBEF 781 PAGE 359

ONTARIO COUNTY, SS
Recorded on the 8 day of AUG 1978
at 3:25 P.M. in Book 359
of DEEDS
and examined
[Signature]

RECEIVED
REAL ESTATE
AUG 8 1978
ONTARIO
COUNTY

104



~~TAX MAP DESIG.
SECTION/FLOCK/PARCEL
GRANTEE TAX
BALING ADDRESS
ZIP
TRANSFERRED PROPERTY IS: (check one)
ORIGINAL TRANSFER ()~~

Correction easement - This is to correct a typographical error made as to location of easement. This easement area is off the West Lake Road, Tax Account Number Canandaigua, NY.

part y of the second part, in consideration of One and more Dollars (\$1.00 & more lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do as hereby grant and release into the part y of the second part, its successors and assigns forever, XXXX

A permanent easement located in the Town of Canandaigua, Ontario County, New York, over a parcel of land twelve feet in width running southerly from the east line of the West Lake Road to the drawing made by Hershey, Malone & Associates, Consulting Engineers, entitled "Canandaigua Lake County Sewer District Proposed Property Acquisition for Pump Station No. 6W". This permanent easement is over the existing private drive as shown on said drawing. The purpose of this easement is to provide access for men, machinery, vehicles and equipment between the West Lake Road and the grantee's planned sewer pumping station No. 6W, as shown on said drawing, to construct and maintain said pumping station, and to construct the sewer mains connecting therewith.

The grantee, by recording this instrument, hereby agrees to promptly repair any damage to the said private drive caused by its use of the same.

part y of the first part, and CANANDAIGUA LAKE COUNTY SEWER DISTRICT of the County of Ontario, New York, a municipal corporation within the State of New York

part y of the first part, and Kelllog's Pan-Tree Motor Inn, Inc., a New York corporation having its principal place of business at 130 Lake Shore Drive, Canandaigua, New York

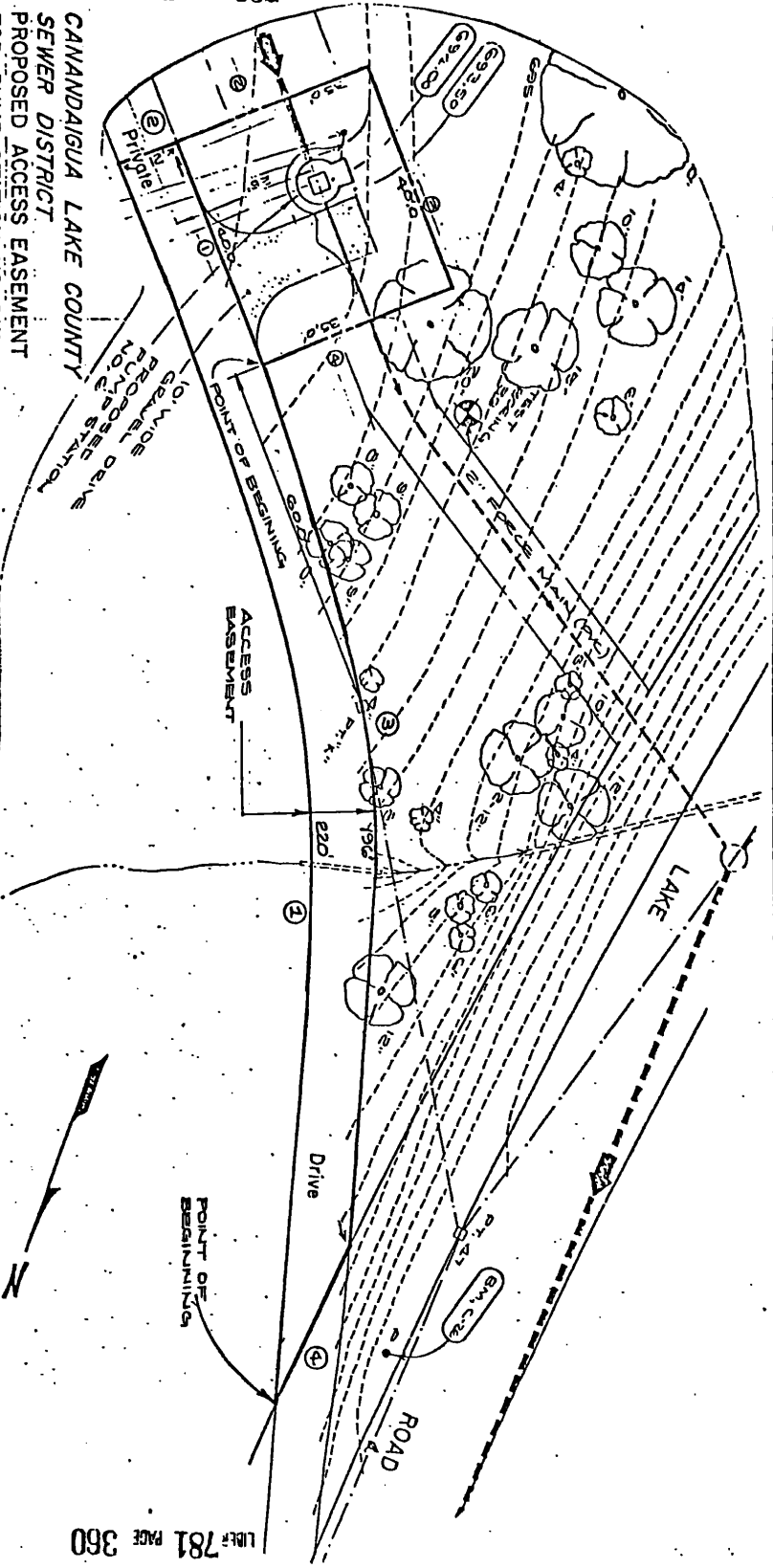
This Indenture
Made the 8 day of [Month] 1978
Between
Kelllog's Pan-Tree Motor Inn, Inc., a New York corporation
and
Nineteen Hundred and Seventy-eight

5808

CANANDAIGUA LAKE COUNTY
SEWER DISTRICT
PROPOSED ACCESS EASEMENT
FOR PUMP STATION NO. 6W
ON LANDS REPUTEDLY OWNED BY
PAUL KELLOGG
IN THE TOWN OF CANANDAIGUA
ONTARIO COUNTY, NEW YORK

SCALE: 1" = 20'

HERSHEY, MALONE & ASSOCIATES
CONSULTING ENGINEERS
2480 BROWNROCK BLVD.
ROCHESTER, NEW YORK 14625



10.00
E. Conover
C. Conover



WARRANTY WITH LIEN GOVERNANT

Kellog's Pan-Tree Motor
Inn, Inc.
TO
Canandaigua Lake County
Sewer District

Dated July 19 1978

LIBR 781 PAGE 361

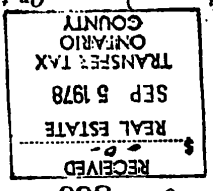
L EDWARD MONAGHAN
ATTORNEY AT LAW
88 SOUTH MAIN STREET
CANANDAIGUA, NEW YORK
OFFICE TEL (716) 394-3088

ONTARIO COUNTY, SS
Registered in the SS day of SEP 1978
at 3:55 o'clock P. M. in Book 182
of DEEDS 11911 552
and serial 100
ROBERT E. HUEHN
Notary Public, State of New York
No. 35-8046150, Exp. in Ontario County
My Commission Expires March 20, 1980

On this day of July, 1978, before me personally came PAUL R. KELLOG, to me personally known, who being by me duly sworn, did depose and say that he resides at 23 Granger Street, Canandaigua, New York, that he is the President of KELLOG'S PAN-TREE MOTOR INN, INC. the corporation described in, and which executed, the above 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.

STATE OF NEW YORK) SS:
COUNTY OF ONTARIO)
to me personally known and known to me to be the same person described in and to me that he executed the within instrument, and he executed the same, acknowledged

On this day of July, 1978, before me, the subscriber, personally appeared Paul R. Kellog, President of Kellog's Pan-Tree Motor Inn, Inc., a corporation organized under the laws of the State of New York, County of Ontario, and known to me to be the same person described in and to me that he executed the within instrument, and he executed the same, acknowledged



In presence of Paul R. Kellog, President of Kellog's Pan-Tree Motor Inn, Inc. By: Paul R. Kellog, President

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises, the premises herein granted unto the party of the second part, its successors and assigns forever. And said party of the first part covenant as follows: First, That the party of the second part shall quietly enjoy the said premises; That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. In witness whereof, the party of the first part has hereunto set its hand and seal the day and year first above written.

17. AGREEMENT

PETER G. GLEASON
VERA G. GLEASON, his wife
AND
L. GORDON BOOTH
DOROTHY S. BOOTH, his wife
AND
W. JAMES STUBER
AND
KELOGG'S PAN-TREE MOTOR INN, INC.

Instrument Date: 10-10-1981

Acknowledged Date: VARIOUS

Record Date: 10-13-1981

Instrument Location: Liber 808 of Deeds; Page 419

See copy of this instrument at next page.

REST OF PAGE BLANK.

restrictions in respect to the Park area being conveyed and

owners of said lots 1 through 11 wish to enter into re-

WHEREAS, the Parties for their mutual benefit as

south portion of said "Park" area, and

Stevens, Jr., on September 22, 1981, and is retaining the

be conveyed to Booth, Stuber and Gleason" made by S. Scott

being more particularly shown on a map entitled "Lands to

as shown on the aforesaid subdivision map, said portion

to this Agreement a portion of the so called "Park" area

WHEREAS, Kelloge is conveying to the other Parties

Clerk's Office as Map No. 318, and

by John Handrahan, C.E., in 1921 and filed in Ontario County

grounds, known as "Silver Springs", made for Frank K. Marks

11 inclusive as shown on a map of cottage lots, parks and

WHEREAS, the Parties hereto are owners of lots 1 through

"Kelloge"):

Drive, Canandaigua, New York, (hereinafter referred to as

a New York Corporation with place of business at Lakeshore

New York ; and Kelloge's Pan-Tree Motor Inn, Inc.,

W. James Stuber, residing at Allens Creek Road, Rochester,

at 2 Bonnal Drive, Delray Dunes, Boynton Beach, Florida;

L. Gordon Booth and Dorothy S. Booth, his wife, residing

residing at 224 Hollywood Avenue, Rochester, New York;

between Peter G. Gleason and Vera G. Gleason, his wife,

AGREEMENT made this 10th day of October, 1981,

AGREEMENT

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,

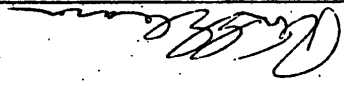
distributees and assigns.

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



Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1977



[Signature]
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1977

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.

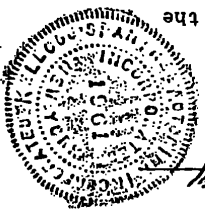


Notary Public
ARTHUR L. QUINN
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1977

[Signature]

STATE OF NEW YORK
COUNTY OF MONROE
ss.: *[Signature]*
(Monroe)

On this 10th 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.



By: *[Signature]*
KELLOGG'S PAN-THREE MOTOR INN, INC.

STATE OF NEW YORK
COUNTY OF MONROE
ss.: *[Signature]*
(Monroe)

Subscribing witness
Robert L. Lowenthal
[Signature]
W. James Stuber
[Signature]
Dorothy S. Booth
[Signature]
L. Gordon Booth
[Signature]

Recorded on the 13th day of OCTOBER 1981
 808
 419
 Notary Public, State of New York
 My Commission Expires March 30, 1982

ROBERT C. NUENE
 Notary Public, State of New York
 My Commission Expires March 30, 1982

Robert S. Munn
 Notary Public

On this 13th day of October, 1981, before me, the subscriber, personally came PAUL R. KELLOGG to me and say that he resides in Granger Street, Canandaigua, New York; that he is the President of KELLOGG'S PAN-FREE 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.

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

FREDERIC T. HENRY, JR.
 Notary Public, State of New York
 My Commission Expires Mar. 30, 1982

[Signature]
 Notary Public

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.

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

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Commencing at an iron set in the east line of West Lake Road at the southwest corner of lands conveyed by Kellogg's Pan-Tree Motor Inn, Inc. to W. James Stuber; running thence South 64° 53' 24" East a distance of 242.16 feet to the east line of Glenmede Avenue; running thence southerly along the east line of Glenmede Avenue on a curve having a radius of 348.00 feet a distance of 38.34 feet to a point; running thence South 14° 00' 00" West along the east line of Glenmede Avenue a distance of 100.00 feet to an iron; running thence North 74° 10' 44" West a distance of 19.50 feet to an iron; running thence North 14° 00' 00" East a distance of 78.41 feet to an iron; running thence North 66° 51' 12" West a distance of 112.46 feet to an iron.

Instrument Date: 10-13-1981
Acknowledged Date: 10-13-1981
Record Date: 10-13-1981
Instrument Location: Liber 808 of Deeds; Page 428

KELLOGG'S PAN-TREE MOTOR INN, INC.
TO
PETER G. GLEASON
VERA G. GLEASON, his wife
as tenants by the entirety

19. EXCEPTION QUIT CLAIM DEED

Above real property is situate in the Town of Canandaigua, County of Ontario and State of New York. This deed is given to release any rights parties of the first part may have in the subject premises and to confirm ownership of said parties of the second part.

Recites: Being the same premises previously conveyed to parties of the second part by Deed recorded in Ontario County Clerk's Office on October 18, 1960, in Liber 1960, in Liber 640 of Deeds, page 84, and by Deed recorded in said Clerk's Office on August 2, 1961, in Liber 645 of Deeds, page 336.

Conveys all their right, title and interest in and to a park area designated on a map of cottage lots, parks and grounds, known as "Silver Springs", made by Frank K. Marks by John Handtraham, C.E., in 1921 and filed in Ontario County Clerk's Office as Map No. 348, which park area is located north of Lot 11 and East of Glenmede Avenue as shown on the aforesaid subdivision map.

Instrument Date: 10-13-1981
Acknowledged Date: 10-13-1981
Record Date: 10-13-1981
Instrument Location: Liber 808 of Deeds; Page 423

KELLOGG'S PAN-TREE MOTOR INN, INC.
PETER G. GLEASON
VERA G. GLEASON, his wife
W. JAMES STUBER
TO
L. GORDON BOOTH
DOROTHY S. BOOTH, his wife

18. QUIT CLAIM DEED

running thence North 52° 50' 32" West a distance of 136.31 feet to an iron set in the east line of West Lake Road; running thence North 39° 05' 01" East along the east line of West Lake Road a distance of 38.00 feet to an iron, the point and place of beginning, intending to convey 0.316 acre of land, exclusive of right of way, identified as 'Gleason' on a map of a survey entitled, "Lands to be Conveyed to Booth, Stuber and Gleason," made by S. Scott Steven, Jr., P.L.S., dated September 22, 1981.

Subject to covenants, easements and restrictions of record, and particularly subject to the restrictions contained in agreement made between Peter G. Gleason, Vera G. Gleason, L. Gordon Booth, Dorothy S. Booth, W. James Stuber and Kellogg's Pan-Tree Motor Inn, Inc. dated October, 1981 and filed in the Ontario County Clerk's Office with the recording of this deed.

Recites: Being a portion of the premises conveyed to Kellogg's Pan-Tree Motor Inn, Inc. by Deed recorded in the Ontario County Clerk's Office in Liber 716 of Deeds at page 673.

Contains 'Lien Fund' clause.

20. EXCEPTION QUIT CLAIM DEED

KELLOGG'S PAN-TREE MOTOR INN, INC.
TO
W. JAMES STUBER

Instrument Date: 10-13-1981

Acknowledged Date: 10-13-1981

Record Date: 10-13-1981

Instrument Location: Liber 808 of Deeds; Page 430

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Commencing at an iron set in the east line of West Lake Road at the southwest corner of lands conveyed by Kellogg's Pan-Tree Inn, Inc. to L. Gordon Booth and Dorothy S. Booth; running thence South 80° 19' 49" East along lands conveyed to Booth a distance of 191.73 feet to the east line of Glenmede Avenue; running thence southerly along the east line of Glenmede Avenue on a curve having a radius of 348.00 feet a distance of 105.91 feet to a point; running thence North 64° 53' 24" West a distance of 242.16 feet to an iron set in the east line of West Lake Road; running thence North 39° 05' 01" East along the east line of West Lake Road a distance of 45.00 feet to an iron, the point and place of beginning, intending to convey 0.317 acre of land, exclusive of right of way, identified as 'Stuber' on a map of a survey entitled, "Lands to be Conveyed to Booth, Stuber and Gleason," made by S. Scott Stevens, Jr., P.L.S., dated September 22, 1981.

Subject to covenants, easements and restrictions of record, and particularly subject to the restrictions contained in agreement made between Peter G. Gleason, Vera G. Gleason, L. Gordon Booth, Dorothy S. Booth, W. James Stuber and Kellogg's Pan-Tree Motor Inn, Inc. dated October, 1981 and filed in the Ontario County Clerk's Office with the recording of this deed.

Recites: Being a portion of the premises conveyed to Kellogg's Pan-Tree Motor Inn, Inc. by Deed recorded in the Ontario County Clerk's Office in Liber 716 of Deeds at page 673.

Contains 'Lien Fund' clause.

Parcel One: Same as described at No. 2.

Conveys:

<i>Instrument Date:</i>	11-2-1988	<i>Instrument Location:</i>	Liber 879 of Deeds; Page 1017
<i>Acknowledged Date:</i>	11-2-1988	<i>Record Date:</i>	11-4-1988

PAUL R. KELLOGG

TO

KELLOGG'S PAN-TREE MOTOR INN INCORPORATED

22. QUIT CLAIM DEED

Contains 'lien fund' clause.

Recites: Being a portion of the premises conveyed to Kellogg's Pan-Tree Motor Inn, Inc. by Deed recorded in the Ontario County Clerk's Office in Liber 716 of Deeds at page 673.

deed.

Subject to covenants, easements and restrictions of record, and particularly subject to the restrictions contained in agreement made between Peter G. Gleason, Vera G. Gleason, L. Gordon Booth, Dorothy S. Booth, W. James Stuber and Kellogg's Pan-Tree Motor Inn, Inc. dated October, 1981 and filed in the Ontario County Clerk's Office with the recording of this

Condemnation recorded in Liber 782 of Deeds at page 550.

Excepting and reserving therefrom the land taken by the County of Ontario by Judgment of

Stuber and Gleason," made by S. Scott Stevens, Jr., P.L.S., dated September 22, 1981. Excepting and reserving therefrom the land taken by the County of Ontario by Judgment of Stuber and Gleason, "made by S. Scott Stevens, Jr., P.L.S., dated September 22, 1981. of way, identified as 'Booth' on a map of a survey entitled "Lands to be Conveyed to Booth, to the point and place of beginning, intending to convey 0.315 acre of land, exclusive of right east line of West Lake Road, running thence northerly along the east line of West Lake Road point; running thence North 80° 19' 49" West a distance of 191.73 feet to an iron set in the running thence southerly on a curve having a radius of 348.00 feet a distance of 28.74 feet to a 14' 8" 52" East along the east line of Glenmede Avenue a distance of 56.00 feet to a point; curve having a radius of 200.00 feet a distance of 83.00 feet to a point; running thence South 133.12 feet to a point; running thence southerly along the east line of Glenmede Avenue on a running thence South 9° 08' 52" West along the east line of Glenmede Avenue a distance of where the east line of the West Lake Road intersects the east line of Glenmede Avenue;

Conveys All That Tract or Parcel of Land, situate in the Town of Canandaigua, County of Ontario and State of New York, bounded and described as follows: Commencing at a point

<i>Instrument Date:</i>	10-13-1981	<i>Instrument Location:</i>	Liber 808 of Deeds; Page 426
<i>Acknowledged Date:</i>	10-13-1981	<i>Record Date:</i>	10-13-1981

DOROTHY S. BOOTH, his wife

L. GORDON BOOTH

TO

KELLOGG'S PAN-TREE MOTOR INN

21. EXCEPTION QUIT CLAIM DEED

Recites: Being and intending to convey the same premises conveyed to Paul R. Kellogg and Shirley H. Kellogg from Jack L. Gorham by Deed dated December 23, 1971 and recorded in

Conveys same as described at No. 11.

<i>Instrument Location:</i>	Liber 903 of Deeds; Page 971
<i>Record Date:</i>	12-28-1990
<i>Acknowledged Date:</i>	12-21-1990
<i>Instrument Date:</i>	12-21-1990

SILVER SPRINGS ASSOCIATES

TO

SHIRLEY H. KELLOGG

PAUL R. KELLOGG

23. QUIT CLAIM DEED

Contains 'Lien Fund' clause.

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

Recites: Being and hereby intending to convey a portion of the same premises conveyed to the party of the first part by Warranty Deed dated December 23, 1971 and recorded on December 30, 1971 in the Ontario County Clerk's Office in Liber 716 of Deeds, at page 470.

This transaction is exempt from the payment of the real estate transfer tax pursuant to S1405 of the Tax Law in that this is a deed given pursuant to a nonjudicial dissolution of the party of the first part.

Recites: Being and hereby intending to convey all the right, title and interest of the party of the first part in and to all the premises now owned by it and located in the tract known as "Silver Springs" in the Town of Canandaigua, County of Ontario and State of New York.

This deed is made subject to a certain easement granted to Canandaigua Lake County Sewer District dated August 8, 1978 and recorded in the Ontario County Clerk's Office in Liber 781 of Deeds, page 359, as corrected by Correction Easement recorded in Liber 782 of Deeds, page 550, and is further made subject to a certain agreement between the party of the first part, said Peter G. Gleason and Vera G. Gleason, L. Gordon Booth and Dorothy S. Booth and W. James Stuber dated October 19, 1981 and recorded on October 13, 1981 in the Ontario County Clerk's Office in Liber 808 of Deeds, page 419.

Excepting from Parcels Five and Six: Same as described at Nos. 18, 20 and 21.

Parcel Six: Same as described at No. 8.

and 18.

Parcel Five: Same as described at No. 7 excepting therefrom lands described at Nos. 9, 10

Parcel Four: Same as described at No. 5 excepting therefrom lands described at No. 6.

Parcel Three: Same as described at No. 4.

Parcel Two: Same as described at No. 3.

the Ontario County Clerk's Office December 23, 1971 in Liber 716 of Deeds at page 470.

Contains 'Lien Fund' clause.

24. NOTE

NOTE: This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

END OF PAGE

ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the premises described at Set-Out 1 immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

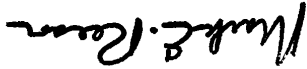
1. It has searched City Tax Certificates, Common Charge Liens, Criminal Surety Bond, Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Individual Surety Bond, Judgments (10 years), Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the Code (20 years), Lis Pendens, Mechanics Liens (1 year), Mortgages (including Assignments), Orders Appointing Receivers, Public Welfare Liens, Sheriff's Certificates indices maintained in the County Clerk's Office and the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the dates 9-5-1924 for lands at No. 2; 11-19-1924 for lands at No. 3; 1-29-1925 for lands at No. 4; 10-2-1928 for lands at No. 5; 6-17-1942 for lands at No. 7; and 7-7-1942 for lands at No. 8 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.

3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
4. It found the matters set forth in the Abstract at Set-Outs 2 through 24; said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this 26th day of January, 2021 at 8:29 o'clock A.M.

STEWART TITLE INSURANCE COMPANY

By



Authorized Officer

STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of STEWART TITLE INSURANCE COMPANY.

We may collect nonpublic information about you from the following sources:

-Information we receive from you, such as on applications or other forms
-Information about your transactions we secure from our files, or from our affiliates or other
-Information we receive from a consumer reporting agency
-Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

-Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
-Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.