

21-011

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February 25, 2021

**VIA FEDERAL EXPRESS**

Hon. Adam J. Bello  
Monroe County Executive  
39 West Main Street, Suite 110  
County Office Building  
Rochester, New York 14614

Ms. Susan Buck  
Monroe County Treasury  
B-3 County Office Building  
39 West Main Street  
Rochester, New York 14614

Mr. William Reilich, Town Supervisor  
Greece Town Hall  
1 Vince Tofany Boulevard  
Greece, New York 14612

Ms. Kathleen Graupman, Superintendent  
Greece Central School District  
750 Maiden Lane  
Rochester, New York 14615

Mr. Richard Baart, Assessor  
Greece Town Hall  
1 Vince Tofany Boulevard  
Greece, New York 14612

Re: County of Monroe Industrial Development Agency  
WF Elmridge LLC Project  
3580, 3740 and 3780 W. Ridge Road in the Town of Greece, NY

Ladies and Gentlemen:

Enclosed herewith please find a copy of the Payment In Lieu of Tax Agreement and the Application for Real Property Tax Exemption with respect to the above-captioned matter. Also enclosed for your perusal are copies of the Memorandum of Lease and Memorandum of Leaseback which are being simultaneously sent to the Monroe County Clerk for recording.

Very truly yours,

*Rachel C. Baranello*  
Rachel C. Baranello

RCB/lap

Enclosures

cc: **COMIDA**  
Jay Wegman  
Ryan Lown, Esq.

**COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**WF ELMRIDGE LLC**

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**PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

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**Tax Map Nos.**

073.02-1-72.1; 073.02-1-72.2; and 073.02-1-74

**Affected Tax Jurisdictions:**

County of Monroe  
Town of Greece  
Greece Central School District

**Dated as of February 1, 2021**

## **PAYMENT IN LIEU OF TAX AGREEMENT**

**THIS PAYMENT IN LIEU OF TAX AGREEMENT** (the "PILOT Agreement") made as of February 1, 2021, is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 50 West Main Street, Rochester, New York 14614 (the "Agency") and **WF ELMRDIGE LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 550 Latona Road, Building A, Rochester, New York 14626 (the "Company").

### **WITNESSETH:**

**WHEREAS**, the Agency was created by Chapter 55 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

**WHEREAS**, the Company has requested the Agency to assist in a certain project (the "Project") consisting of: (A) the acquisition of a leasehold interest in an aggregate approximately 35.36-acres of land located at 3580, 3740 and 3780 West Ridge Road in the Town of Greece, New York (the "Land") together with the existing vacant buildings thereon (collectively, the "Existing Improvements"); (B) the renovation and revitalization of the Existing Improvements, including, but not limited to, new roofs and remediation of mold/asbestos (collectively, the "Improvements"); and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with the Land, the Existing Improvements and the Improvements, the "Facility"), to be leased to Product Source Group, LLC, or a related entity formed or to be formed, a global manufacturer of protective apparel and products, and VC Athletics LLC, or a related entity formed or to be formed, an athletic training center (Product Source Group, LLC and VC Athletics LLC shall hereinafter be referred to collectively as, the "Tenants"); and

**WHEREAS**, the Agency has agreed to lease the Facility to the Company; and

**WHEREAS**, in order to induce the Company to acquire, renovate and equip the Facility, the Agency is willing to take a leasehold interest in the Land and the Facility pursuant to a certain Lease Agreement, dated as of February 1, 2021 (the "Lease Agreement"), and thereafter lease said Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of February 1, 2021 (the "Leaseback Agreement"); and

**WHEREAS**, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision other than special ad valorem levies, special assessments and service charges against real property, which are or may be imposed for special improvements or special district improvements; and

**WHEREAS**, the Town of Greece (the "Town"), by correspondence, dated January 25, 2021, attached hereto as **Exhibit A**, has provided its support for the partial real property tax abatement

**WHEREAS**, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the County of Monroe (the "County"), the Town and the Greece Central School District (the "School District" and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

**Section 1 - Payment in Lieu of Ad Valorem Taxes.**

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2021**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law (the "RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2022** Town and County tax year and the **2021-2022** School District tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is leased to the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually, directly to the Affected Tax Jurisdictions, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2021-2022** School District tax year and the invoice for the **2022** Town and County tax year, an amount equal to the Total PILOT Payment, as set forth on Schedule A attached hereto and made a part hereof. The Company shall remit payment to the applicable Affected Tax Jurisdiction in accordance with instructions provided on the respective invoice. The Company shall make all payments due hereunder without further notice or invoicing from the Agency, any Affected Taxing Jurisdiction or any other party.

The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

1.2 Allocation. If the Agency shall receive any amounts hereunder, the Agency shall remit such monies to the Affected Tax Jurisdictions within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Affected Tax Jurisdictions shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total PILOT Payment shall be the tax rates relating to the calendar year which includes the Total PILOT Payment due date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the school year which includes the Total PILOT Payment due date.

1.4 Valuation of Future Additions to the Facility. In the event that any structural addition shall be made to the building or buildings included in the Facility, or any additional building or improvement shall be constructed on the Land (such structural additions, buildings and improvements being referred to hereinafter as "Future Addition"), the Company agrees to make additional payments in lieu of taxes to the Affected Tax Jurisdictions in amounts equal to the then current ad valorem tax rates which would be levied upon or with respect to the Future Addition by the Affected Tax Jurisdictions if the Future Addition were owned by the Company exclusive of the Agency's leasehold interest multiplied by the assessment or assessments established for that tax year by the appropriate Taxing Jurisdiction.

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the **2021-2022** School District tax year through the **2030-2031** School District tax year, and (ii) the **2022** County and Town tax year through the **2031** County and Town tax year. This PILOT Agreement shall expire on **December 31, 2031**; *provided, however*, the Company shall pay the **2031-2032** School District tax bill and the **2032** County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York RPTL. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

**Section 2 - Special District Charges, Special Assessments and other Charges**. Special district charges, special assessments, and special ad valorem levies (specifically including but not

limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

**Section 3 - Transfer of Facility.** In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section 1 herein, or this PILOT Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

**Section 4 - Assessment Challenges.**

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any proposed assessment or change in assessment of the Facility by any of the Affected Tax Jurisdictions. The Company shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments, and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

**Section 5 - Changes in Law.** To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

**Section 6 - Events of Default.**

6.1 If payments are not made as provided for herein, the Agency and/or Taxing Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the Facility; (ii) a significant unapproved change in use of the Facility; (iii) the Company abandons or otherwise vacates the County of Monroe; (iv) the failure by the Company

to make any payments required under this PILOT Agreement; or (v) the breach of covenants or event of default (singularly or collectively an "Event of Default") under the Leaseback Agreement, dated as of the date hereof, by and between the Agency and the Company (the "Leaseback Agreement"), the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

<b>Year of Recapture</b>	<b>Percent of Recapture, Applicable to Current Year and All Prior Years</b>
1	100%
2	100%
3	50%
4	50%
5	25%
6	25%
After year 6	At Agency's Discretion, 25% or Less

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall provide 30 days' notice to notify the Company in writing of such Event of Default and of its intent to recapture the PILOT benefits (or any portion thereof), and provide commercially reasonable right to cure, which shall be not less than one (1) year. For purposes of this Section only, a "significant reduction in employment" shall mean more than twenty percent (20%) of the employment as stated in the Company's Application, to wit, 22. Any and all recaptured payments received pursuant to this provision shall be remitted to the Taxing Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

6.2 If payments pursuant to Section 6.1 herein are not made by the due dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: With respect to payments to be made pursuant to Section 6.1 herein, if said payment is not received by the due date defined in Section 6.1 herein, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus a late payment penalty, in an amount equal to one percent (1%) of the amount due per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest hereunder, or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

**Section 7 - Assignment.** No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

**Section 8 - Miscellaneous.**

8.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: County of Monroe Industrial Development Agency  
50 West Main Street  
Rochester, New York 14614  
Attn: Executive Director

With a Copy to: Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Rachel C. Baranello, Esq.

To the Company: WF Elmridge LLC  
550 Latona Road, Building A  
Rochester, New York 14626  
Attention: Edwin J. Wegman, Manager

With a Copy to: Phillips Lytle LLP  
28 East Main Street, Suite 1400  
Rochester, New York 14614  
Attention: Ryan Lown, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Monroe County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. Neither member of the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either



directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

#### **Section 9 - Tax Abatement Policy.**

9.1 **Jobs Requirement.** The Company and/or the Tenants shall collectively maintain its present impacted job level of 22 full-time jobs in Monroe County, New York, and the Company and/or the Tenants shall collectively create twelve (12) new full-time/full-time equivalent jobs in three (3) years and maintain those new full-time/full-time equivalent jobs for the balance of the ten (10) year term hereof.

9.2 **Compliance Report.** The Company shall report its compliance with these provisions as requested by the Agency, or its project compliance monitor.

9.3 **Job Failure.** If the twelve (12) new full-time/full-time equivalent jobs are not created by the end of the three (3) year period or not continuously maintained during the balance of the term hereof, the exemption schedule will revert back to Section 485-b of the New York RPTL and the Company agrees to pay in any year for which the job creation requirements are not met (a "Disqualifying Year"), as an additional payment in lieu of taxes, an amount equal to the difference between the tax benefits received in years one through the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in years one through the Disqualifying Year under Section 485-b of the New York RPTL. Under extenuating circumstances, the Agency Board may waive the above penalties after reviewing a written request from the Company for waiver of the penalties, which request shall not be unreasonably denied.

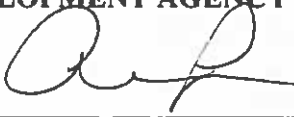
9.4 **Waiver Process.** The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Tax Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause, which request shall not be unreasonably denied. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and grant relief, in whole or in part, from the repayment obligation or grant an alternate schedule for attaining the job creation requirement.

9.5 **Benefit Period.** In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than ten (10) consecutive years. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits for more than ten (10) consecutive years. Notwithstanding the foregoing, nothing contained in this PILOT Agreement shall render the Company ineligible for a continued tax exemption under Real Property Tax Law Section 485-b or any other applicable statute if this PILOT Agreement is terminated prior to the expiration of the exemption schedule set forth herein.

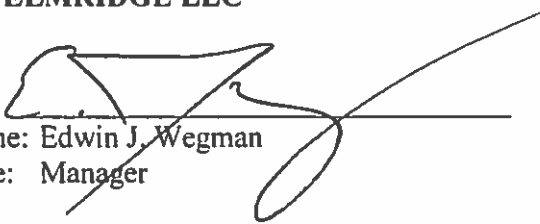
*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Ana J. Liss  
Title: Executive Director

**WF ELMRIDGE LLC**

By:   
Name: Edwin J. Wegman  
Title: Manager

**SCHEDULE A TO**  
**PILOT AGREEMENT DATED AS OF FEBRUARY 1, 2021**  
**BY AND BETWEEN THE**  
**COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**  
**AND WF ELMRIDGE LLC**

"Total PILOT Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School District Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2022	2021/2022	Assessed Value x .10
Year 2	2023	2022/2023	Assessed Value x .20
Year 3	2024	2023/2024	Assessed Value x .30
Year 4	2025	2024/2025	Assessed Value x .40
Year 5	2026	2025/2026	Assessed Value x .50
Year 6	2027	2026/2027	Assessed Value x .60
Year 7	2028	2027/2028	Assessed Value x .70
Year 8	2029	2028/2029	Assessed Value x .80
Year 9	2030	2029/2030	Assessed Value x .90
Year 10	2031	2030/2031	Assessed Value x .90

For the term of this PILOT Agreement, the Total Taxable Valuation (as hereinafter defined) for each Total PILOT Payment (as hereinafter defined) shall be calculated such that a graduated abatement factor (the "Abatement Factor") shall apply to (i) the assessed value of any existing improvements before the completion of any Improvements (the "Base Valuation") and (ii) the increased assessed valuation attributable to the Improvements made to the Facility by the Company, as an agent of the Agency, for the Project (the "Added Value"; and, together with the Base Valuation, the "Assessed Value"). The Abatement Factor shall not apply to the assessed value of the Land. During the term of this PILOT Agreement, the Assessed Value shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Town of Greece, Monroe County, New York, as of the respective tax status date for the tax year for which the recalculation is being made.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total PILOT Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each Affected Taxing Jurisdiction (after application of any applicable equalization rate). After Year 10, the Facility shall be subject to full taxation by the Affected Tax Jurisdictions.

Total Taxable Valuation = Assessed Value x Abatement Factor

Total PILOT Payment = Total Taxable Valuation (after equalization) x Tax Rate

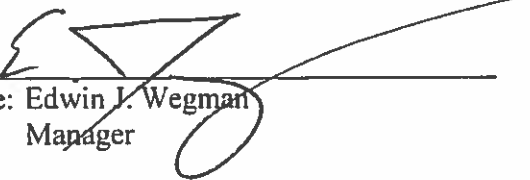
**PILOT ADDENDUM**  
**(PRODUCT SOURCE GROUP, LLC/ VC ATHLETICS LLC)**

Each of the County of Monroe Industrial Development Agency, WF ElmrIDGE LLC (the "Applicant"), Product Source Group, LLC and VC Athletics LLC (collectively, the "Tenant") acknowledges and agree that the Tenant is responsible for creating and maintaining the twelve (12) full-time/full-time equivalent job(s) required under this PILOT Agreement in accordance with Section 9.1 thereof. However, in the event the Tenant does not create the required job(s), the Applicant, as the direct beneficiary of the PILOT Agreement, is responsible for any and all penalties due as a result of Tenant's failure. The Applicant may attempt to find a substitute tenant and create the twelve (12) full-time/full-time equivalent job(s) with such new tenant, provided the Agency is informed and consents to the new tenant occupying the Facility.

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

  
By: \_\_\_\_\_  
Name: Ana J. Liss  
Title: Executive Director

**WF ELMRIDGE LLC**

  
By: \_\_\_\_\_  
Name: Edwin J. Wegman  
Title: Manager

**PRODUCT SOURCE GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VC ATHLETICS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PILOT ADDENDUM**  
**(PRODUCT SOURCE GROUP, LLC/ VC ATHLETICS LLC)**

Each of the County of Monroe Industrial Development Agency, WF Elmridge LLC (the "Applicant"), Product Source Group, LLC and VC Athletics LLC (collectively, the "Tenants") acknowledges and agree that the Tenants collectively are responsible for creating and maintaining the twelve (12) full-time/full-time equivalent job(s) required under this PILOT Agreement in accordance with Section 9.1 thereof. However, in the event the Tenants do not create the required job(s), the Applicant, as the direct beneficiary of the PILOT Agreement, is responsible for any and all penalties due as a result of Tenants' failure. The Applicant may attempt to find a substitute tenant and create the twelve (12) full-time/full-time equivalent job(s) with such new tenant, provided the Agency is informed and consents to the new tenant occupying the Facility.

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Ana J. Liss  
Title: Executive Director

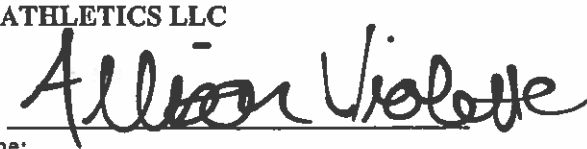
**WF ELMRIDGE LLC**

By:   
Name: Edwin J. Wegman  
Title: Manager

**PRODUCT SOURCE GROUP, LLC**

By:   
Name: William A. Dorian  
Title: CEO

**VC ATHLETICS LLC**

By:   
Name:  
Title:

**EXHIBIT A**

Town of Greece Correspondence – See attached



## **TOWN OF GREECE**

One Vince Tofany Boulevard • Greece, NY 14612

Tel: (585) 225-2000 • Fax (585) 723-2459

[www.greecenyny.gov](http://www.greecenyny.gov)

**William D. Reilich**  
Supervisor

January 25, 2021

Ana J. Liss, Executive Director  
County of Monroe Industrial Development Agency  
CityPlace, 50 West Main Street, Suite 1150  
Rochester, New York 14614

RE:               WF Elmridge LLC ("Applicant")  
Letter of Support for Proposed PILOT Agreement

Dear Ms. Liss:

The Town of Greece has received a request from the Applicant to support a Special Payment in Lieu of Taxes (PILOT) Agreement with the County of Monroe Industrial Development Agency ("COMIDA") for the proposed redevelopment of a portion of Elmridge Plaza by Applicant which is located on approximately 22,246 Acres of land situated at the business locations generally known as 3780 West Ridge, 3740 West Ridge Road and a portion of 3580 West Ridge Road, Greece, New York ("the Project").

The proposed project includes a current investment of approximately \$8,500,000 to renovate and revitalize a currently mostly vacant commercial property, and includes adaptive re-use of 130,000 square feet of floor space to accommodate a light industrial tenant which will create a dozen or more full-time jobs. It is our understanding that local contractors and suppliers will be used for construction which also contributes to the local economy.

Please feel free to contact me should you have any questions. We look forward to working with you on this Project.

Sincerely,

**William D. Reilich**  
Supervisor

### **SCHEDULE A**

"Total Tax Payment" shall be calculated as follows:

Tax Year	County and Town Tax Year	School Tax Year	Total Tax Valuation
Year 1	2021	2021/2022	Fully Assessed Value x .10
Year 2	2022	2022/2023	Fully Assessed Value x .20
Year 3	2023	2023/2024	Fully Assessed Value x .30
Year 4	2024	2024/2025	Fully Assessed Value x .40
Year 5	2025	2025/2026	Fully Assessed Value x .50
Year 6	2026	2026/2027	Fully Assessed Value x .60
Year 7	2027	2027/2028	Fully Assessed Value x .70
Year 8	2028	2028/2029	Fully Assessed Value x .80
Year 9	2029	2029/2030	Fully Assessed Value x .90
Year 10	2030	2030/2031	Fully Assessed Value x .90
Year 11	2031	2031/2032	Full Taxes

During the term of this PILOT Agreement, the total taxable valuation for each Total Tax Payment shall be calculated such that a graduated abatement factor (the "Abatement Factor") shall be applied to the fully assessed value. The abatement schedule shall allow for a 90% exemption from taxation for the fully assessed value in Year 1, with such exemption being eliminated in 10% increments in PILOT Years 2-9 and a 10% exemption Year 10.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total Tax Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each Affected Taxing Jurisdiction (after application of any applicable equalization rate). After Year 10, the Facility shall be subject to full taxation by the Affected Taxing Jurisdictions.

**Total Tax Valuation = Fully Assessed Value x Abatement Factor**





NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES**  
**APPLICATION FOR REAL PROPERTY TAX EXEMPTION**  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name County of Monroe Industrial Development Agency  
Street 50 West Main Street, Suite 1150  
City Rochester, New York 14614  
Telephone no. Day (585) 419-8769  
Evening ( )  
Contact Rachel C. Baranello  
Title Agency Counsel

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name WF Elmridge LLC  
Street 550 Latona Road, Building A  
City Rochester, New York 14626  
Telephone no. Day (585) 563-1401  
Evening ( )  
Contact Edwin J. Wegman  
Title Manager

**3. DESCRIPTION OF PARCEL**

- a. Assessment roll description (tax map no./roll year)  
073.02-1-72.1; 073.02-1-72.2; and 073.02-1-74
- b. Street address 3580, 3740 and 3780 West Ridge Road
- c. City, Town or Village Greece (Town)

- d. School District Greece CSD
- e. County Monroe
- f. Current assessment \$
- g. Deed to IDA (date recorded; liber and page)  
Lease Agreement, a memorandum of which was recorded on or about February 24, 2021.

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

- a. Brief description (include property use) renovation and revitalization of existing vacant buildings
- b. Type of construction
- c. Square footage
- d. Total cost \$8,490,000
- e. Date construction commenced Spring 2021
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
See Attached PILOT Agreement

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment See Attached PILOT Agreement
- b. Projected expiration date of agreement See Attached PILOT Agreement

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Monroe</u>	X	
Town/City <u>Greece</u>	X	
Village _____		
School District <u>Greece CSD</u>	X	

d. Person or entity responsible for payment

Name WF Elmridge LLC  
Title \_\_\_\_\_

Address 550 Latona Road, Bldg. A  
Rochester, New York 14626

e. Is the IDA the owner of the property? Yes No (circle one)

If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 585-563-1401

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:  
exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

Real Property Tax Law

7. A copy of this application, including all attachments, has been mailed or delivered on 2/25/2021 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Rachel C. Baranello, Agency Counsel \_\_\_\_\_ of \_\_\_\_\_  
Name Title  
County of Monroe Industrial Development Agency hereby certify that the information  
Organization

on this application and accompanying papers constitutes a true statement of facts.

2/24/2021  
Date

Rachel C Baranello  
Signature

### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special ad valorem levies for which the parcel is liable:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

**MEMORANDUM OF LEASE PURSUANT TO  
SECTION 291-c OF THE REAL PROPERTY LAW  
(Company to Agency)**

**THIS MEMORANDUM**, dated as of February 1, 2021 (the "Memorandum of Lease"), is by and between **WF ELMRDIGE LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 550 Latona Road, Building A, Rochester, New York 14626 (the "Company") and the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at 50 West Main Street, Suite 1150, Rochester, New York 14614 (the "Agency").

1. Reference to Lease: That certain Lease Agreement, dated as of February 1, 2021 (the "Lease Agreement"), whereby the Company leases certain real property to the Agency.

2. Description of the Leased Premises: Certain real property and improvements located in the Town of Greece, Monroe County, New York, as more particularly described on Schedule A attached hereto (the "Leased Premises").

3. Term of Lease Agreement: Commencing February 1, 2021 and ending **December 31, 2031**.

4. Date of Commencement: February 1, 2021.

5. Date of Termination: December 31, 2031.

6. Rights of Extension or Renewal: None.

7. Lease Subordinate. The Lease Agreement (excepting the Agency's Unassigned Rights as set forth in the Leaseback Agreement) is subject and subordinate to (i) a certain Mortgage and Security Agreement, dated February 24, 2021, from the Company and the Agency to Genesee Regional Bank (the "Mortgagee") which is intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum; (ii) a certain related Conditional Assignment of Leases and Rents, dated the date of the Mortgage (the "Assignment"), between the Agency, the Company and the Mortgagee; and (iii) that certain Leaseback Agreement, dated as of February 1, 2021, between the Agency and the Company (the "Leaseback Agreement").

Property Addresses: 3580, 3740 and 3780 West Ridge Road, New York 14626

Tax Map Nos.: 073.02-1-72.1; 073.02-1-72.2; and 073.02-1-74, respectively


Record and Return to:  
Harris Beach PLLC  
Attention: Lori A. Palmer, Paralegal  
County Clerk Box #18

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease to be executed in their respective names, all as of the date first written above.

**WF ELMRIDGE LLC**

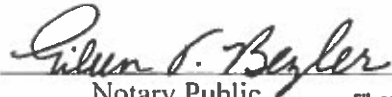
By:   
Name: Edwin J. Wegman  
Title: Manager

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Ana J. Liss  
Title: Executive Director

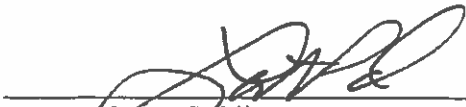
STATE OF NEW YORK )  
COUNTY OF MONROE ) ss.:

On the 15<sup>th</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Edwin J. Wegman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, 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 Eileen T. Beyler  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Monroe County  
Registration No. 01BE6393237  
My Commission Expires June 10, 2022

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

On the 17<sup>th</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, 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 LORI A. PALMER  
Notary Public, State of New York  
No. 01PA4848797  
Qualified in Monroe County  
Commission Expires May 31, 2023

## Schedule A

### Parcel R-3620

ALL that tract or parcel of land situated in Town Lot 131, Township 1, 20,000 Acre Tract, and Lot 2, Township 2, Division 1, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York, being known and designated as Parcel R-3620 on that certain map entitled "Resubdivision of Parcels R-3610A, R-3610D, R3620 & AR-3630A Elmridge Plaza Resubdivision" filed on the Office of the Monroe County Clerk on February 12, 2021 in Liber 362 page 21, being bounded and described as follows:

Beginning at a point on the easterly right-of-way line of North Greece Road (County Road 144 - width varies), which said point is distant the following eight (8) courses and distances northerly from the intersection of the northerly right-of-way line of West Ridge Road (N.Y.S. Route 104 - width varies) and the easterly right-of-way line of North Greece Road (County Road 144):

1. North 00 degrees 01 minutes 02 seconds West, along said easterly right-of-way line of North Greece Road, a distance of 75.91 feet to a point;
  2. North 08 degrees 44 minutes 08 seconds East, continuing along said easterly right-of-way line, a distance of 86.55 feet to a point;
  3. North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 135.27 feet, survey 129.38 feet, Filed Map to a point;
  4. North 02 degrees 01 minutes 38 seconds West, continuing along said East right-of-way line, a distance of 5.88 feet to a point;
  5. North 27 degrees 58 minutes 11 seconds East, continuing along said easterly right-of-way line, a distance of 19.87 feet to a point;
  6. North 14 degrees 09 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 99.27 feet to a point;
  7. North 59 degrees 09 minutes 48 seconds West, continuing along said easterly right of way line, a distance of 28.80 feet to a point;
  8. northerly, continuing along said easterly right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 00 degrees 04 minutes 50 seconds, a distance of 1.18 feet to the true point and place of BEGINNING;
1. RUNNING THENCE Northerly, continuing along said east right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 14 degrees 01 minute 48 seconds, a distance of 204.47 feet to a point;
  2. THENCE North 45 degrees 34 minutes 34 seconds East, a distance of 182.83 feet to a point;
  3. THENCE South 89 degrees 18 minutes 39 seconds East, a distance of 23.09 feet to a point;
  4. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 248.84 feet to the south right-of-way line of Bram Hall Drive (60 foot wide right-of-way);
  5. THENCE Easterly, along said south right-of-way line on a curve to the right having a radius of 320.00

- feet, a delta angle of 04 degrees 52 minutes 14 seconds, a distance of 27.20 feet to a point of tangency;
6. THENCE South 89 degrees 16 minutes 39 seconds East, continuing along said southerly right-of-way line, a distance of 625.22 feet to a point;
  7. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 130.00 feet to a point;
  8. THENCE North 89 degrees 18 minutes 39 seconds West, a distance of 26.00 feet to a point;
  9. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 318.00 feet to a point;
  10. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 40.00 feet to a point;
  11. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 197.00 feet to a point;
  12. THENCE North 89 degrees 18 minutes 39 seconds West, a distance of 85.12 feet to a point;
  13. THENCE South 88 degrees 21 minutes 37 seconds West, a distance of 116.87 feet to a point to a point of curvature;
  14. THENCE westerly, on a curve to the right having a radius of 275.00 feet, a delta angle of 53 degrees 58 minutes 08 seconds, a distance of 258.87 feet to a point of tangency;
  15. THENCE North 57 degrees 42 minutes 15 seconds West, a distance of 191.83 feet to a point;
  16. THENCE North 89 degrees 18 minutes 39 seconds West, a distance of 137.49 feet to the point of BEGINNING.

## Parcel AR-3610D

ALL that tract or parcel of land situated in Town Lot 131, Township 1, 20,000 Acre Tract, and Lot 2, Township 2, Division 1, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York, being known and designated as Parcel AR-3610D on that certain map entitled "Resubdivision of Parcels R-3610A, R-3610D, R3620 & AR-3630A Elmridge Plaza Resubdivision" filed on the Office of the Monroe County Clerk on February 12, 2021 in Liber 382 page 21, being bounded and described as follows:

Beginning at a point on the easterly right-of-way line of North Greece Road (County Road 144 - width varies), which said point is distant the following three (3) courses and distances northerly from the intersection of the northerly right-of-way line of West Ridge Road (N.Y.S. Route 104 - width varies) and the easterly right-of-way line of North Greece Road (County Road 144):

16. North 00 degrees 01 minutes 02 seconds West, along said easterly right-of-way line of North Greece Road, a distance of 75.91 feet to a point;
  17. North 08 degrees 44 minutes 08 seconds East, continuing along said easterly right-of-way line, a distance of 86.55 feet to a point;
  18. North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 135.27 feet, survey, 129.38 feet, Filed Map to the true point and place of Beginning;
1. RUNNING THENCE North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 5.88 feet to a point;

2. THENCE North 27 degrees 58 minutes 11 seconds East, continuing along said easterly right-of-way line, a distance of 18.87 feet to a point;
3. THENCE North 14 degrees 09 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 99.27 feet to a point;
4. THENCE North 58 degrees 09 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 28.80 feet to a point;
5. THENCE Northerly, continuing said east right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 00 degrees 04 minutes 50 seconds, a distance of 1.18 feet to a point;
6. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 137.49 feet to a point;
7. THENCE South 57 degrees 42 minutes 15 seconds East, a distance of 191.83 feet to a point of curvature;
8. THENCE easterly, on a curve to the left having a radius of 275.00 feet, a delta angle of 53 degrees 56 minutes 08 seconds, a distance of 258.87 feet to a point of tangency;
9. THENCE North 88 degrees 21 minutes 37 seconds East, a distance of 116.87 feet to a point;
10. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 85.12 feet to a point;
11. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 197.00 feet to a point;
12. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 40.00 feet to a point;
13. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 318.00 feet to a point;
14. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 26.00 feet to a point;
15. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 130.00 feet to a point in the southerly right-of-way line of Bram Hall Drive (60 foot wide right-of-way);
16. THENCE South 89 degrees 16 minutes 40 seconds, survey, 39 seconds Filed Map East, along said southerly right-of-way line, a distance of 214.29 feet to a point of curvature;
17. THENCE Easterly, continuing along said south right-of-way line on a curve to the left having a radius of 280.00 feet, a delta angle of 27 degrees 47 minutes 45 seconds, a distance of 126.13 feet to the south line of Ridgmont Villa, Section No. 1 (Ref.: Liber 288 of Maps, page 25);
18. THENCE South 89 degrees 16 minutes 39 seconds East, along said South line, a distance of 184.54 feet to a point;
19. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 244.00 feet to a point;
20. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 10.87 feet to a point;
21. THENCE South 44 degrees 19 minutes 36 seconds East, a distance of 88.27 feet to a point;
22. THENCE South 45 degrees 42 minutes 41 seconds West, a distance of 87.30 feet to a point;
23. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 82.02 feet to a point;

24. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 43.35 feet to a point;
25. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 483.62 feet to a point;
26. THENCE South 27 degrees 09 minutes 27 seconds East, a distance of 84.75 feet to the northeast corner of property now or formerly of Philip A. J. Fedele Tax map no. 073.02-01-072.3);
27. THENCE North 89 degrees 16 minutes 39 seconds West, along the north line of said Fedele property a distance of 239.13 feet to the East line of property now or formerly of Deere Creek Limited Partnership (Tax map no. 073.02-01-043);
28. THENCE North 00 degrees 03 minutes 50 seconds West, along said east line, a distance of 205.93 feet to a point;
29. THENCE North 77 degrees 37 minutes 49 seconds West, along the north line of said Deere Creek Limited Partnership property, a distance of 350.00 feet to a point;
30. THENCE South 00 degrees 03 minutes 50 seconds East, along the west line of said Deere Creek Limited Partnership property, a distance of 127.08 feet to a point;
31. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 356.62 feet to a point;
32. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 76.00 feet to a point;
33. THENCE North 44 degrees 16 minutes 39 seconds West, a distance of 65.05 feet to a point;
34. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 214.29 feet to the point of beginning.



**MEMORANDUM OF LEASEBACK AGREEMENT**  
**Section 291-c of the Real Property Law**  
**(Agency to Company)**

**THIS MEMORANDUM**, dated as of February 1, 2021 (the "Memorandum of Leaseback"), is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and existing under the laws of the State of New York with offices at 50 West Main Street, Suite 1150, Rochester, New York 14614, as Lessor (the "Agency"), and **WF ELMRDIGE LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 550 Latona Road, Building A, Rochester, New York 14626, as Lessee (the "Company").

1. Reference to Leaseback: That certain Leaseback Agreement, dated as of February 1, 2021 (the "Leaseback Agreement"), whereby the Agency leases certain real property and improvements back to the Company.

2. Description of the Leased Premises: Certain real property and improvements located in the Town of Greece, Monroe County, New York, as more particularly described on **Schedule A** attached hereto (the "Leased Premises").

3. Term of Leaseback Agreement: Commencing February 1, 2021 and ending **December 31, 2031**.

4. Date of Commencement: February 1, 2021.

5. Date of Termination: December 31, 2031.

6. Rights of Extension or Renewal: None.

7. Leaseback Subordinate. The Leaseback Agreement (excepting the Agency's Unassigned Rights as set forth in the Leaseback Agreement) is subject and subordinate to (i) a certain Mortgage and Security Agreement, dated February 24, 2021 (the "Mortgage"), from the Company and the Agency to Genesee Regional Bank (the "Mortgagee"), which is intended to be recorded in the office of the Monroe County Clerk subsequent to the recording of this Memorandum and (ii) a certain related Conditional Assignment of Leases and Rents, dated the date of the Mortgage (the "Assignment").

Property Addresses: 3580, 3740 and 3780 West Ridge Road, Greece, New York 14626

Tax Map Nos.: 073.02-1-72.1; 073.02-1-72.2; and 073.02-1-74, respectively

Record and Return to:  
Harris Beach PLLC  
Attention: Lori A. Palmer, Paralegal  
County Clerk Box #18

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Leaseback Agreement to be executed in their respective names as of the date first written above.

**COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Ana J. Liss  
Title: Executive Director

**WF ELMRIDGE LLC**

By:   
Name: Edwin J. Wegman  
Title: Manager

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

On the 11<sup>th</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ana J. Liss**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, 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 )  
COUNTY OF MONROE ) ss.:

LORI A. PALMER  
Notary Public, State of New York  
No. 01PA4848797  
Qualified in Monroe County  
Commission Expires May 31, 2023

On the 15<sup>th</sup> day of February, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Edwin J. Wegman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, 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

Eileen T Boyler  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Monroe County  
Registration No. 019E6393237  
My Commission Expires June 10, 2023

## Schedule A

### Parcel R-3620

ALL that tract or parcel of land situated in Town Lot 131, Township 1, 20,000 Acre Tract, and Lot 2, Township 2, Division 1, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York, being known and designated as Parcel R-3620 on that certain map entitled "Resubdivision of Parcels R-3610A, R-3610D, R3620 & AR-3630A Elmridge Plaza Resubdivision" filed on the Office of the Monroe County Clerk on February 12, 2021 in Liber 362 page 21, being bounded and described as follows:

Beginning at a point on the easterly right-of-way line of North Greece Road (County Road 144 - width varies), which said point is distant the following eight (8) courses and distances northerly from the intersection of the northerly right-of-way line of West Ridge Road (N.Y.S. Route 104 - width varies) and the easterly right-of-way line of North Greece Road (County Road 144):

1. North 00 degrees 01 minutes 02 seconds West, along said easterly right-of-way line of North Greece Road, a distance of 75.91 feet to a point;
  2. North 08 degrees 44 minutes 08 seconds East, continuing along said easterly right-of-way line, a distance of 88.55 feet to a point;
  3. North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 135.27 feet, survey 129.38 feet, Filed Map to a point;
  4. North 02 degrees 01 minutes 38 seconds West, continuing along said East right-of-way line, a distance of 5.88 feet to a point;
  5. North 27 degrees 58 minutes 11 seconds East, continuing along said easterly right-of-way line, a distance of 18.87 feet to a point;
  6. North 14 degrees 08 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 89.27 feet to a point;
  7. North 59 degrees 09 minutes 48 seconds West, continuing along said easterly right of way line, a distance of 28.80 feet to a point;
  8. northerly, continuing along said easterly right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 00 degrees 04 minutes 50 seconds, a distance of 1.18 feet to the true point and place of BEGINNING;
1. RUNNING THENCE Northerly, continuing along said east right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 14 degrees 01 minute 49 seconds, a distance of 204.47 feet to a point;
  2. THENCE North 45 degrees 34 minutes 34 seconds East, a distance of 182.83 feet to a point;
  3. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 23.09 feet to a point;
  4. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 248.84 feet to the south right-of-way line of Bram Hall Drive (80 foot wide right-of-way);
  5. THENCE Easterly, along said south right-of-way line on a curve to the right having a radius of 320.00

- feet, a delta angle of 04 degrees 52 minutes 14 seconds, a distance of 27.20 feet to a point of tangency;
6. THENCE South 88 degrees 16 minutes 39 seconds East, continuing along said southerly right-of-way line, a distance of 625.22 feet to a point;
  7. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 130.00 feet to a point;
  8. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 26.00 feet to a point;
  9. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 318.00 feet to a point;
  10. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 40.00 feet to a point;
  11. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 197.00 feet to a point;
  12. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 85.12 feet to a point;
  13. THENCE South 88 degrees 21 minutes 37 seconds West, a distance of 116.87 feet to a point to a point of curvature;
  14. THENCE westerly, on a curve to the right having a radius of 275.00 feet, a delta angle of 53 degrees 56 minutes 08 seconds, a distance of 258.87 feet to a point of tangency;
  15. THENCE North 57 degrees 42 minutes 15 seconds West, a distance of 181.83 feet to a point;
  16. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 137.49 feet to the point of BEGINNING.

#### Parcel AR-3610D

ALL that tract or parcel of land situated in Town Lot 131, Township 1, 20,000 Acre Tract, and Lot 2, Township 2, Division 1, Short Range, Mill Seat Tract, Phelps & Gorham Purchase, Town of Greece, County of Monroe, State of New York, being known and designated as Parcel AR-3610D on that certain map entitled "Resubdivision of Parcels R-3610A, R-3610D, R3620 & AR-3630A Elmridge Plaza Resubdivision" filed on the Office of the Monroe County Clerk on February 12, 2021 in Liber 362 page 21, being bounded and described as follows:

Beginning at a point on the easterly right-of-way line of North Greece Road (County Road 144 – width varies), which said point is distant the following three (3) courses and distances northerly from the intersection of the northerly right-of-way line of West Ridge Road (N.Y.S. Route 104 - width varies) and the easterly right-of-way line of North Greece Road (County Road 144):

15. North 00 degrees 01 minutes 02 seconds West, along said easterly right-of-way line of North Greece Road, a distance of 75.91 feet to a point;
  17. North 08 degrees 44 minutes 08 seconds East, continuing along said easterly right-of-way line, a distance of 86.55 feet to a point;
  18. North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 135.27 feet, survey, 129.38 feet, Filed Map to the true point and place of Beginning;
1. RUNNING THENCE North 02 degrees 01 minutes 38 seconds West, continuing along said easterly right-of-way line, a distance of 5.88 feet to a point;

2. THENCE North 27 degrees 58 minutes 11 seconds East, continuing along said easterly right-of-way line, a distance of 18.87 feet to a point;
3. THENCE North 14 degrees 09 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 99.27 feet to a point;
4. THENCE North 58 degrees 09 minutes 48 seconds West, continuing along said easterly right-of-way line, a distance of 28.80 feet to a point;
5. THENCE Northerly, continuing said east right-of-way line on a curve to the left having a radius of 835.00 feet, a delta angle of 00 degrees 04 minutes 50 seconds, a distance of 1.18 feet to a point;
6. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 137.49 feet to a point;
7. THENCE South 57 degrees 42 minutes 15 seconds East, a distance of 191.83 feet to a point of curvature;
8. THENCE easterly, on a curve to the left having a radius of 275.00 feet, a delta angle of 53 degrees 56 minutes 08 seconds, a distance of 258.87 feet to a point of tangency;
9. THENCE North 68 degrees 21 minutes 37 seconds East, a distance of 116.87 feet to a point;
10. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 85.12 feet to a point;
11. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 197.00 feet to a point;
12. THENCE North 89 degrees 16 minutes 39 seconds West, a distance of 40.00 feet to a point;
13. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 318.00 feet to a point;
14. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 26.00 feet to a point;
15. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 130.00 feet to a point in the southerly right-of-way line of Bram Hall Drive (80 foot wide right-of-way);
16. THENCE South 89 degrees 16 minutes 40 seconds, survey, 39 seconds Filed Map East, along said southerly right-of-way line, a distance of 214.29 feet to a point of curvature;
17. THENCE Easterly, continuing along said south right-of-way line on a curve to the left having a radius of 280.00 feet, a delta angle of 27 degrees 47 minutes 45 seconds, a distance of 126.13 feet to the south line of Ridgmont Villa, Section No. 1 (Ref.: Liber 288 of Maps, page 25);
18. THENCE South 89 degrees 16 minutes 39 seconds East, along said South line, a distance of 184.54 feet to a point;
19. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 244.00 feet to a point;
20. THENCE South 89 degrees 16 minutes 39 seconds East, a distance of 10.87 feet to a point;
21. THENCE South 44 degrees 19 minutes 36 seconds East, a distance of 68.27 feet to a point;
22. THENCE South 45 degrees 42 minutes 41 seconds West, a distance of 87.30 feet to a point;
23. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 92.02 feet to a point;

24. THENCE North 89 degrees 16 minutes 38 seconds West, a distance of 43.35 feet to a point;
25. THENCE South 00 degrees 43 minutes 21 seconds West, a distance of 483.62 feet to a point;
26. THENCE South 27 degrees 09 minutes 27 seconds East, a distance of 84.75 feet to the northeast corner of property now or formerly of Philip A. J. Fedele Tax map no. 073.02-01-072.3);
27. THENCE North 89 degrees 16 minutes 38 seconds West, along the north line of said Fedele property a distance of 239.13 feet to the East line of property now or formerly of Deere Creek Limited Partnership (Tax map no. 073.02-01-043);
28. THENCE North 00 degrees 03 minutes 50 seconds West, along said east line, a distance of 205.93 feet to a point;
29. THENCE North 77 degrees 37 minutes 49 seconds West, along the north line of said Deere Creek Limited Partnership property, a distance of 350.00 feet to a point;
30. THENCE South 00 degrees 03 minutes 50 seconds East, along the west line of said Deere Creek Limited Partnership property, a distance of 127.08 feet to a point;
31. THENCE North 89 degrees 16 minutes 38 seconds West, a distance of 356.62 feet to a point;
32. THENCE North 00 degrees 43 minutes 21 seconds East, a distance of 76.00 feet to a point;
33. THENCE North 44 degrees 16 minutes 38 seconds West, a distance of 65.05 feet to a point;
34. THENCE North 89 degrees 16 minutes 38 seconds West, a distance of 214.29 feet to the point of beginning.