

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Regarding the "Yes" response to Part I Question 12b (Archeological Site Impact) - The property was previously reviewed by SHPO undr Project #21PR01765 and received a no impact determination

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Short Environmental Assessment Form

Part 1 - Project Information


Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
604 Pittsford Victor Road Parking Lot Additions - Paul Zachman Canal House Properties LLC Owner			
Name of Action or Project: 604 Pittsford Victor Road 2024 Site Plan Additions			
Project Location (describe, and attach a location map): 604 Pittsford Victor Road and Parking Lot Parcel Adjacent to The West			
Brief Description of Proposed Action: Add Three parking spaces to the existing 2018 Site Plan Convert second floor occupancy for brewery use Include off-site parking arrangement with in this site plan scope to meet and exceed town determined parking requirements for on-site and outdoor occupancy, as well as occupancy to operate on adjacent NYSCC property, including town endorsement letter to the Canal Corp for brewery occupancy as required by the NYSCC Occupancy Permit Application			
Name of Applicant or Sponsor: Paul Zachman		Telephone: 585-732-2961 E-Mail: p.zachman@frontiernet.net	
Address: 166 Mill Road			
City/PO: Pittsford		State: NY	Zip Code: 14534
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? .27 acres b. Total acreage to be physically disturbed? .027 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? .27 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Urban</div> <div style="width: 50%;"><input type="checkbox"/> Rural (non-agriculture)</div> <div style="width: 50%;"><input type="checkbox"/> Industrial</div> <div style="width: 50%;"><input type="checkbox"/> Commercial</div> <div style="width: 50%;"><input type="checkbox"/> Residential (suburban)</div> <div style="width: 50%;"><input type="checkbox"/> Forest</div> <div style="width: 50%;"><input type="checkbox"/> Agriculture</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Aquatic</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Other(Specify): Mixed Use</div> <div style="width: 50%;"><input type="checkbox"/> Parkland</div> </div>			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Erie Canal - No Alteration _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: _____ _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Paul Zachman</u> Date: <u>5-08-2024</u> Signature: <u></u> Title: <u>Owner</u>		

Town of Perinton Planning Board Application Contents – 604 Pittsford Victor Road

- 1) Application Form
- 2) Letter of Intent
- 3) Preliminary Site Plan Check List
- 4) Short EAF Part I
- 5) Short EAF Part II & III
- 6) Town Letter of Parking Requirements
- 7) 640 – 642 Kreag Road Associates Lease Agreement
- 8) Letter of Consent 610 Pittsford Victor Road Canal Walk Parking Spots (6)
- 9) NYSCC Land Purchase Deed
- 10) 2014 604 Pittsford Victor Road Purchase Deed
- 11) 1988 Canal Walk Shared Parking Easement
- 12) 2024 Site Plan - Proposed Changes
- 13) 2018 Site Plan – Administrative Modification
- 14) 2nd Fl. Floor Plan
- 15) 2019 NYSCC Abandonment Survey Map
- 16) Parking Requirement vs Existing Analysis
- 17) Basin Area Map of Off-Site Parking Location
- 18) Crescent Trail Existing Parking Potential Parking Plan

PLANNING BOARD APPLICATION

To: Town of Perinton
1350 Turk Hill Road
Fairport, NY 14450
(585) 223-0770

Please note that members of Town staff and reviewing Board members may visit your property to review your request. Please review Perinton Town Code requirements at:

<http://www.perinton.org/codes/>

PROJECT NAME

604 PITTSFORD VICTOR ROAD 2024 SITE PLAN UPDATE

Location

604 PITTSFORD VICTOR ROAD

APPLICANT

PAUL ZACHMAN

Phone

[REDACTED]

mailing address

166 MILL ROAD

City

PITTSFORD

Zip

14534

Fax

N/A

e-mail

[REDACTED]

OWNER

PAUL ZACHMAN

Phone

[REDACTED]

mailing address

166 MILL ROAD

City

PITTSFORD

Zip

14534

Fax

N/A

e-mail

[REDACTED]

Person appearing at public hearing for application

PAUL ZACHMAN -

Phone

[REDACTED]

mailing address

166 MILL ROAD

City

PITTSFORD

Zip

14534

Fax

N/A

e-mail

[REDACTED]

REASON FOR APPEARING

Subdivision Approval:

☐ Concept

☐ Preliminary

☐ Final

Site Plan Approval:

☒

Preliminary

☒

Final

FEE

SQ.FT.

Change of Use

From

to

TYPE OF PROJECT

ADD ON SITE PARKING, 2ND FLOOR OCCUPANCY, OFF SITE PARKING APPROVAL

Is this parcel in a flood plain?

NO

Conservation Easement?

NO

Size of parcel in acreage

.12 ACRES
.15 ACRES

Tax Account Number(s)

179.09-2-1 .12 A
179.09-2-84 .15 A

Present Zoning

MIXED USE

Applicant Signature - sign & print name

PAUL ZACHMAN

Owner Signature (if other than applicant) - sign & print name

To: Town of Perinton Planning Board

May 8th, 2024

Re: Letter of Intent

Property: 604 Pittsford Victor Road

Owner/Applicant: Paul Zachman

Dear Board Members,

My name is Paul Zachman, and I purchased the subject property in October of 2013. At that time, it was a single-family residence, and through the course of 2014 I sought and gained approvals to convert the house to a mixed commercial use consisting of an office for my business, Boardwalk Design Inc, and a Fine Art Photography Gallery, along with the addition of an on property 5 car parking area. In 2018 a 7-car parking lot was added on land purchased from the NYSCC directly west of and adjacent to 604 Pittsford Victor Road and approvals were obtained to open a brewery tasting room on the first floor along with outside patio & added deck space for brewery patrons.

The site plan changes I am applying for now are: 1) Add three parking spaces to the property parking. 2) Convert second floor occupancy from office space to space for brewery patrons. 3) Increase parking capacity utilizing surplus off-site leased parking spaces nearby in the Basin to align with new parking requirements that will meet and exceed those required by the town to enable the brewery to re-occupy the NYSCC land – frontage along the canal.

Working with the town planning staff, using updated parking requirements, the total number of parking spaces that the town will credit towards our parking count is 31. The parking requirement for the full occupancy we are seeking is 51, as determined by the town. I have secured a lease agreement for the use of 30 offsite parking spaces approximately 1/3 of a mile (1750') from 604 Pittsford Victor Road. That would bring our proposed parking count to 61 spaces. Utilizing existing surplus parking capacity is our best option right now for easing parking shortages. I advocate for, in the long term, parking expansion at the Crescent Trail Parking lot and other municipal parking solutions to ease shortages for all businesses in the historic basin district.

Aurora Brewing is committed to taking measures to create and maintain awareness of the off-site parking location by using signage at the brewery entrance and inside the brewery including the use of a QR code where patrons can use their phone to bring up a map diagram directing patrons to the off-site parking location. The map diagram will be included prominently on the company website and be promoted through social media. During high demand occasions the brewery will assign an employee to help direct and assist patrons to find and utilize the off-site parking resource.

As communicated with every letter of intent I have submitted for each step of progress the past 10 years, I am very sensitive to developing and preserving the character that defines a unique sense of place, and I am excited to be able to have an opportunity to contribute the same to the Bushnell's Basin district through the continued development of this property.

Paul Zachman
Owner/Applicant
604 Pittsford Victor Road

PRELIMINARY SITE PLAN REVIEW

PROJECT NAME 604 Pittsford Victor Road 2024 site Plan Update

This CHECKLIST is for use by the applicant as a guide to insure that all necessary information has been provided on the maps.

The checklist should be completed by the applicant and submitted along with the application sheet.

If the applicant is proposing a new project of a sizeable nature or a significant change to a current project, it may be to their best interest to appear before the Board for an informal discussion prior to preparing the detailed plans as required below.

If variances will be required from the Zoning Board of Appeals, the applicant should first appear before the Planning Board on an informal basis to obtain a recommendation to the Zoning Board of Appeals. This should help to minimize any future conflicts later on.

This proposal may be required to be reviewed by Monroe County, pursuant to Section 239m of the General Municipal Law. The appropriate referral form may be obtained from the Town of Perinton Planning Board Secretary.

1. Area map of applicant's entire holding, showing subdivisions, streets and easements within 100 feet of applicant's property. Adjacent land use including buildings, pavement, landscaping, topography, ownership and zoning should also be shown.

☐ Shown ☐ N/A

2. Topographic Map with 5 feet elevation contours if grades exceed 3% or susceptibility to erosion, flooding or ponding. Otherwise, contours and spot elevations at 1 or 2-foot intervals should be shown.

☐ Shown ☐ N/A

3. Also to include:

- | | | |
|---|---|---|
| a. Title of drawing | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| b. Name and address | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| c. North point, scale and date | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| d. Boundaries of the property, plotted to scale | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| e. Existing watercourses, Town LDD limits and State Wetland with buffer area must be shown | <input type="checkbox"/> Shown | <input checked="" type="checkbox"/> N/A |
| f. Proposed use and height of all buildings | <input type="checkbox"/> Shown | <input checked="" type="checkbox"/> N/A |
| g. Show parking and truck loading areas, provide breakdown as per square foot uses in the building to meet parking ordinance. | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| h. Show access and egress drives | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| i. Location of all outdoor storage | <input type="checkbox"/> Shown | <input checked="" type="checkbox"/> N/A |

4. Show existing and/or proposed site improvements:

- | | | |
|----------------------|---|------------------------------|
| a. Sidewalk easement | <input type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| b. Sidewalk | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| c. Drains | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |
| d. Culverts | <input checked="" type="checkbox"/> Shown | <input type="checkbox"/> N/A |

e. Retaining walls and fences	<input checked="" type="checkbox"/> Shown	<input type="checkbox"/> N/A
f. Storm water drainage	<input checked="" type="checkbox"/> Shown	<input type="checkbox"/> N/A
g. Sanitary sewage	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
h. Size and location of all signs	<input checked="" type="checkbox"/> Shown	<input type="checkbox"/> N/A
i. Buffer areas	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
j. Design and location of lighting facilities	<input checked="" type="checkbox"/> Shown	<input type="checkbox"/> N/A
k. Show building area for retail sales	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
l. Curbs	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
5. Landscape plan shall be included	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
6. Erosion control plan shall be included	<input checked="" type="checkbox"/> Shown	<input type="checkbox"/> N/A
7. Conservation Easement	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A
8. Limited Development District, areas indicated	<input type="checkbox"/> Shown	<input checked="" type="checkbox"/> N/A

SITE PLAN MAPS

Special attention should be given to the following items, as they are more often excluded from the site plan. Section 208-53B(3) requires these items to be part of the approval process but does not limit consideration to just these items. If an applicant is looking to expedite an application, it is most important that these details are shown on the site plan. Exclusion results in time and money loss with dissatisfied clients.

1. LANDSCAPING - include location, caliber, species, differentiate between existing and proposed. Show planting schedule.
2. LIGHTING – include height of pole, style of fixture, foot-candles, area coverage per fixture and location. Poles shall not exceed 16 feet in height.
3. DUMPSTERS AND REFUSE – location, landscaping, building material enclosure and elevations. Enclosure should be compatible with building.
4. SIGNAGE – location, true colored rendering drawn to scale showing size of sign, size of lettering, type of construction, lighting, structural details when attached to building, elevation drawing of building face to scale. In addition, signage requires a separate application to the Planning Board Sign Committee.
5. SIDEWALKS – location, construction, easements. Check Town Sidewalk Map to verify if required.
6. MECHANICALS – show building or ground mounted locations, show enclosure elevations and construction materials or landscaping to protect from visual pollution on the site and off the side.

7. EROSION CONTROL PLANS

8. LIMITED DEVELOPMENT DISTRICT AREAS – show flooding and ponding, wooded areas, steep slopes subject to erosion, areas where development poses a threat to the public health, safety and welfare of the Town of Perinton.

9. EASEMENTS AND DIMENSION – show and label.

10. VARIANCES OR SPECIAL PERMITS – when granted by the Board of Appeals, indicate on site plan date granted and type of approval.

The above items **DO NOT EXCLUDE** other items as described under Article X Section 208-53 Site Plan Approval.

Review Completed By PAUL ZACHMAN Date 5-9-2024

Map No. _____ Date _____

12/9/2019


PAUL ZACHMAN
OWNER

Short Environmental Assessment Form

Part 1 - Project Information

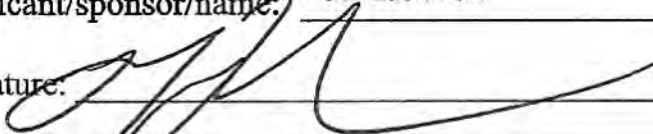
Instructions for Completing

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604 Pittsford Victor Road Parking Lot Additions - Paul Zachman, Owner 604 Pittsford Victor Road			
Name of Action or Project: 604 Pittsford Victor Road 2024 Site Plan Updates			
Project Location (describe, and attach a location map): 604 Pittsford Victor Road and Parking Lot Parcel adjacent to the west.			
Brief Description of Proposed Action: Add three additional parking spaces to the existing 2018 site plan Convert second floor occupancy for the brewery use Include off-site parking arrangement within the site plan scope to meet and exceed town determined parking requirements for on-site indoor and outdoor occupancy, as well as occupancy to operate on adjacent NYSCC property, including town endorsement letter of Canal Front Occupancy as required by NYSCC Occupancy Permit Application.			
Name of Applicant or Sponsor: Paul Zachman		Telephone: [REDACTED] E-Mail: [REDACTED]	
Address: 166 Mill Rod			
City/PO: Pittsford		State: NY	Zip Code: 14534
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
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b. Total acreage to be physically disturbed?		.027 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.27 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Mixed Use <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/> <hr/>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Paul Zachman</u> Date: <u>5-8-2024</u>		
Signature:  Title: <u>Owner</u>		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this "License") entered into this __ day of May, 2024 by and between Kreag Road Management, LLC, a New York limited liability company with an address for notice at 400 Andrews Street, Suite 500, Rochester, New York 14604 ("Licensor"), and Canal House Properties LLC, a New York limited liability company with an address for notice at 166 Mill Road Pittsford, NY 14534 ("Licensee").

RECITALS

WHEREAS, Licensor is the owner of that certain the parking lot depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") located at 640 & 642 Kreag Road Pittsford, New York 14534; and

WHEREAS, Licensee seeks to use the Property for parking vehicles of up to 30 vehicles during the hours:

Monday – Tuesday – Wednesday – Thursday 5:00pm to 9:00pm
Friday - Saturday 2:00pm to 10:00pm
Sunday 2:00pm to 9:00pm

WHEREAS, Licensor is willing to permit Licensee to park their vehicles on the Property upon the terms and conditions stated in this License.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grants to Licensee a temporary and non-exclusive license to use the Property upon and subject to the terms and conditions set forth. The rights of Licensee under this License include a nonexclusive right of Licensee over and across the Property for ingress and egress and parking. The Property shall be provided to Licensee on in "as-is" condition.

2. TERM. The lease shall be on annual basis commencing on May ____ 2024

3. FEE. Licensee shall pay to Licensor a license fee of One Thousand Two Hundred Dollars (\$1,200.00) per month in advance. The license fee shall be payable in lawful money of the United States to Licensor at the address stated herein or to such other persons or at such other places as Licensor may designate in writing.

4. USE. The rights of Licensee hereunder shall be to temporarily park the vehicles of customers and employees, only, in the designated area of the Property and to have a nonexclusive right of access over and across the Property for ingress and egress. Licensee shall not permit any waste or damage to be done to the Property and shall maintain the parking lot portion of the Property and keep said area in good condition and repair and free of any litter and other waste.

5. UTILITIES AND MAINTENANCE. ~~Licensee shall pay all charges for electricity and all other utility services, if any, used in or about the Property during the term of this License. Licensee shall also pay for all charges for the maintenance and upkeep of the Property during the term of this License.~~

6. INDEMNIFICATION. Licensee shall indemnify, defend, protect and hold Licensors, and its officers, directors, agents, representatives, and employees harmless from and against all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys' and in-house counsel fees), losses or damages arising from Licensee's use of the Property and/or the Property, any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, construction workers, or invitees, except those arising out of the sole negligence or willful misconduct of the Licensors, its officers, agents, and employees.

7. DAMAGE OR LOSS. Licensee, as a material part of the consideration to Licensors, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the Property. Licensee hereby releases and relieves Licensors, and waives its entire right of recovery against Licensors, for any loss or damage arising out of or incident to the Property and/or the Property, whether due to the negligence of the Licensors or Licensee or their respective agents, employees and/or contractors.

8. ENVIRONMENTAL IMPAIRMENT.

a. Licensee shall not use, generate, manufacture, store, transport or dispose of, on or over the Property any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials") as those terms are defined under federal and state laws, except for the Hazardous Materials which may be in the vehicles that Licensee will park on the Property. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property as a result of Licensee's use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected thereby, whether owned or controlled by Licensors or any third party, to the satisfaction of Licensors (insofar as the property owned or controlled by Licensors is concerned) and any governmental body having jurisdiction thereof.

b. Licensee must also notify Licensors as required by law of any release of Hazardous Materials that have come or will come to be located on or beneath the Property and/or the Property.

c. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property (collectively referred to as "Discharge") as a result of Licensee's use and occupancy thereof, Licensee shall indemnify, hold harmless and defend Licensors against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee, and all related expenses, investigators' fees, and litigation expenses, resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term.

9. CONDITIONS AND RESTRICTIONS. The use of the Property is subject to the following conditions and restrictions:

a. Licensee shall not alter the Property or any improvements on the Property.

b. Licensee hereby accepts the Property subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations and any changes thereto, governing the use and occupancy of the Property. Licensee shall not obtain or cause to be issued any permit, zone change or other entitlement that will be binding upon Licensor or the Property.

c. Licensee shall keep the Property free from all liens, taxes and assessments resulting from or caused by Licensee's use of the Property, and Licensee shall reimburse Licensor the sums (including attorneys' and in-house counsel fees and court costs) paid by Licensor to protect its title against any such lien, tax or assessment. Licensee recognizes and understands that this License may create a possessory interest subject to taxes levied upon such interest.

d. Licensee shall keep the Property clear of all litter and debris.

10. SURRENDER. Upon the termination of this License, all right, title, and interest of Licensee in and to this License shall be surrendered peaceably to the Licensor. Licensee shall remove any personal property and restore the Property and the Adjoining Property to its former condition.

11. INSURANCE. Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Licensor, but in any event no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as Licensor may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Licensee or its agents, employees, construction workers, guests, invitees or sub-licensees on the Property. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) deleting any liquor liability exclusion; and (c) providing for coverage of employer's automobile non-ownership liability. Coverage shall include, but not be limited to, personal injury liability, Property and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Licensor shall be named as an additional insured under such insurance policy. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to Licensor. Licensee shall concurrently with the execution of this License deliver to Licensor a copy of such insurance policy, or a certificate of insurance evidencing such coverage. In the event Licensee's insurance policy is renewed, replaced or modified, Licensee shall promptly furnish Licensor with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified.

12. DEFAULT. In the event of a breach by Licensee of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity Licensor may re-enter the Property and take possession thereof without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of Licensee in and to the Property and the Adjoining Property shall cease and terminate.

13. RULES AND REGULATIONS. Licensors shall have the right to:

- a. Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Property;
- b. Close any portion of the Property to whatever extent required in the reasonable opinion of the Licensor's counsel to prevent a dedication of any of the Property or the accrual of any prescriptive rights of any person or of the public to the Property, provided that such closures do not materially and adversely affect Licensee's use of the Property;
- c. Close temporarily any portion of the Property for maintenance purposes, provided that such closures do not materially and adversely affect Licensee's use of the Property; and
- d. Disapprove a person or entity retained by Licensee to maintain and/or operate the Property.

14. SECURITY MEASURES. Licensee hereby acknowledges that Licensor is not obligated to provide any security measures, and Licensor shall not be liable for any defects or negligence in the implementation of any security measures that Licensor may, in fact, provide. Licensee assumes all responsibility for the protection of any vehicles that are the subject of Licensee's bailment, or are otherwise the property of Licensee, its agents, employees, construction workers or invitees, and their property, from the acts of third parties.

15. WAIVER. The waiver by Licensor of any breach of Licensee hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

16. ASSIGNMENT AND SUBLETTING. This License is personal to Licensee. Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Property or Licensee's interest herein to any entity (other than an entity controlling, controlled by, or under common control of Licensee) without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void ab initio and a basis for immediate termination of this License. In the event that Licensor shall provide its prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.

17. ATTORNEYS FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such

action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees including those of in-house counsel.

18. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

19. SECURITY MEASURES. Licensee hereby acknowledges that Licenser is not obligated to provide any security measures, and Licenser shall not be liable for any defects or negligence in the implementation of any security measures that Licenser may, in fact, provide. Licensee assumes all responsibility for the protection of any vehicles that are the subject of Licensee's bailment, or are otherwise the property of Licensee, its agents, employees, construction workers or invitees, and their property, from the acts of third parties.

20. WAIVER. The waiver by Licenser of any breach of Licensee hereunder, or the failure on the part of Licenser to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licenser's power to enforce such rights.

21. ASSIGNMENT AND SUBLETTING. This License is personal to Licensee. Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Property or Licensee's interest herein to any entity (other than an entity controlling, controlled by, or under common control of Licensee) without the prior written consent of Licenser, which consent may be withheld in Licenser's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void ab initio and a basis for immediate termination of this License. In the event that Licenser shall provide its prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.

22. ATTORNEYS FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees including those of in-house counsel.

23. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent U.S.

first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties.

To Licensors: Kreag Road Management, LLC
400 Andrews Street
Rochester, New York 14614
Attention: Michael Palumbo

To Licensee: Canal House Properties LLC
166 Mill Road
Pittsford, NY 14534
Attention: Paul Zachman

Either party may, from time to time, change its address by giving written notice thereof in the manner outlined above.

19. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the State of New York.

20. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

21. SEVERABILITY. In the event that any one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

22. SOLE AGREEMENT. This License constitutes the sole agreement between Licensors and Licensee with respect to the Property.

23. NO RECORDING. This License or a memorandum of license shall not be recorded.

24. CONSENTS OF PARTIES. Any requirements under this License that Licensee obtain consents or approvals of Licensors are in addition to and not in lieu of any requirements of law that Licensee obtain approvals or permits.

(signature page follows)

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

Licensor

Kreag Road Management, LLC

By: Surinder Devgun
Title: member

Licensee

Canal House Properties LLC

By: Paul Zachman
Title: member

Exhibit “A”

From: Bryan Harrison [REDACTED]
Sent: Tuesday, May 7, 2024 6:28 AM
To: Paul Zachman
Subject: Canal Walk Parking - Perinton Town Planning Board

Hi Paul,

As an owner-occupied business and resident of the Bushnell's Basin area, I am completely in support and agreement with the Perinton Town Planning Board counting my allocation of 6 parking spaces located within the Canal Walk parking lot for use by 604 Pittsford Victor Road employees and customers. I am excited by the continued growth and success of Aurora Brewing company at this location.

Please do not hesitate to share this information with the Planning Board and to provide them with my direct cell phone number. Thank you!

Bryan

Bryan R. Harrison, PhD
Psychologist, PC
www.bryanharrisonphd.com (website)
[Zoom Meeting](#) (tele-health)
[Pay Online](#) (payment portal)

610 Pittsford Victor Road
Pittsford, NY 14534

Please note that the content of email cannot be guaranteed confidential. Email should not be used for emergency communication.

Privileged and Confidential. This communication may contain privileged or other confidential information intended to be for the use of the individual(s) named above. If you are not the intended recipient or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate or otherwise use this information. Please indicate to the sender that you have received this e-mail in error, and delete the copy that you have received.



TOWN OF PERINTON

1350 TURK HILL ROAD ■ FAIRPORT, NEW YORK 14450-8796
(585) 223-0770 ■ Fax: (585) 223-3629 ■ www.perinton.org

April 25, 2024

JOHN T. REFERMAT, ESQ.

Refermat & Daniel PLLC

919 South Winton Road, Suite 314

Rochester, New York 14618

RE: 604 Pittsford Victor Road

Dear Mr. Refermat:

The Town of Perinton has reviewed the parking requirements for the property at 604 Pittsford-Victor Road, (Canal House Properties LLC - Paul Zachman) using the Institute of Transportation Engineers' Parking Generation Manual (6th edition), as required by the Town Code.

The Town has determined that the proposal to convert and change the property from tasting room and architectural office (as approved by the Planning Board in 2018) to exclusively a tasting room requires Site Plan approval from the Planning Board. It also requires the property to adhere to the current Town Code parking standard for that use. The most appropriate standard is Land Use 971, "Brewery Tap Room," on a Saturday in a General Urban/Suburban setting. The data indicates that there should be 6.76 parking spaces per 1,000 sf of floor area.

The property diagram, dated April 1, 2024, indicates there is 8,480 sf of indoor and outdoor space, including the New York State Canal Corporation lands that you have occupied in the past under a Use and Occupancy permit with the agency. That square footage requires the property to have 57 parking spaces. However, the Town will permit a reduction of the overall parking load by 10 percent due to the Mixed Use District shared parking provision, which means Mr. Zachman will need to arrange/provide for 51 parking spaces.

The Town will give credit for 14 spaces on the property, as indicated by the 2024 site plan modification map that was provided by your client, which proposes six additional parking spaces to be constructed. The Town will not credit your client for the three parallel parking spaces along the southern portion of the property because they do not meet Town design criteria; however the Town will not prohibit those spaces from being used by patrons.



The Town will also credit your client for 12 spaces in Canal Walk (six spaces for 604 Pittsford-Victor Rd and six for spaces for 610 Pittsford-Victor Road, with a written contractual agreement between the two property owners approving of such agreement).

Additionally, the Town will credit your client for five spaces on the Crescent Trail parking area to the west.

Overall, your client would be credited for 31 spaces, which means he will need to find parking agreements for the remaining 20 spots for overflow demand in order to fulfill the 51 spaces required by Town Code.

In order to proceed, the Town requires Site Plan approval from the Planning Board and a Certificate of Appropriateness from the Historic Architecture Commission (under § 208-52.1, Erie Canal Conservation Overlay District guidelines). Should the boards approve the application, then your client would be required to amend the Use and Occupancy permit with the New York State Canal Corporation.

Very truly yours,



Joseph H. LaFay

JHL/jl

Cc: Perinton DPW

EASEMENT

THIS AGREEMENT, made as of the 1st day of April, 1988, is by and among HERBERT G. HUTCHINSON and MARY D. HUTCHINSON, 1473 Lowery Road, Caladonia, New York 14423, ("Hutchinson"), MICHAEL CONN, 610 Webster Road, Webster, New York 14580 ("Conn"), DONALD A. TICKNER and JACQUOLYN M. TICKNER, 81 Penfield Road, Rochester, New York 14610 ("Tickner"), FRANK DE CIANTIS, 368 Carling Road, Rochester, New York 14610 ("DeCiantis").

W I T N E S S E T H :

WHEREAS, Hutchinson is the owner of 604 Pittsford-Victor Road, Town of Perinton, Monroe County, New York, and more particularly described on Exhibit "A", attached hereto; and

WHEREAS, Conn is the owner of 610 Pittsford-Victor Road, Town of Perinton, Monroe County, New York, and more particularly described on Exhibit "B", attached hereto; and

WHEREAS, Tickner is the owner of 616 Pittsford-Victor Road, Town of Perinton, Monroe County, New York, and more particularly described on Exhibit "C", attached hereto; and

WHEREAS, DeCiantis is the owner of 624 Pittsford-Victor Road, Town of Perinton, Monroe County, New York, and more particularly described on Exhibit "D", attached hereto; and

TAX ACCT #'s 179.090-02-001
179.090-02-002
179.090-02-003
179.090-02-004

RETURN TO:
MARY S. ELLSWORTH, TOWN CLERK
1050 TURK HILL RD.
PERINTON, N.Y. 14850

4. If Hutchinson shall sell the premises located at 604 Pittsford-Victor Road, Town of Perinton, County of Monroe and State of New York, the purchaser shall become responsible for a prorata share of the costs of maintaining the Site improvements so that Conn, Tickner, DeCiantis and Hutchinson's purchaser shall share the costs, one-quarter each.

5. Hutchinson, Conn, Tickner and DeCiantis and their guests, invitees and employees shall all have use of the parking areas and walkways shown on the Plan.

6. The covenants expressed herein shall be deemed to be cross easements and covenants which run the land all for the benefit of each of and all of the properties involved and shall be binding upon the parties hereto and their respective grantees, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the ___ day of October, 1988.

Herbert G. Hutchinson
HERBERT G. HUTCHINSON

Donald R. Tickner
DONALD R. TICKNER

Mary D. Hutchinson
MARY D. HUTCHINSON

Jacqueline M. Tickner
JACQUELYN M. TICKNER

Michael Conn
MICHAEL CONN

Frank De Ciantis
FRANK DE CIANTIS

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
BOX 129

Receipt # 2237581

Book Page D 12253 0451

No. Pages: 3

Instrument: DEED OTHER

Control #: 201910110543

Ref #: TT0000005308

Date: 10/11/2019

Time: 1:06:23 PM

ZACHMAN, PAUL
ZACHMAN, KAREN

CANAL HOUSE PROPERTIES LLC,

Recording Fee	\$26.00	
Pages Fee	\$10.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: JM
Management		
TP-584 Form Fee	\$5.00	
RP-5217 County Fee	\$9.00	
RP5217 State Equal Addit Fee	\$241.00	
Total Fees Paid:	\$310.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

ADAM J BELLO

MONROE COUNTY CLERK



RECORDED
Time: 1:12

OCT 11 2019

Monroe County Clerk's Office

QUIT CLAIM DEEDTHIS INDENTURE, made the 16 day of May, 2019

BETWEEN Paul Zachman and Karen Zachman, residing at 166 Mill Road, Pittsford, New York 14534, GRANTORS, and

Canal House Properties, LLC, with an address of 604 Pittsford- Victor Road, Pittsford, NY 14534, GRANTEE,

WITNESSETH, that the GRANTORS, in consideration of ONE OR MORE DOLLARS (\$1.00±) lawful money of the United States, paid by GRANTEE, do hereby remise, release, and quitclaim unto GRANTEE, the heirs or successors and assigns of GRANTEE forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Perinton, County of Monroe and State of New York and bounded and described as follows: Beginning in the center of the road leading from Bushnells Basin to Mendon five chains twenty-five links eastward from the point where said road intersects the center of the road leading to Richardson's Mill; thence south eighty-two degrees thirty minutes east one chain twenty-five links; thence north seven and one-half degrees east four chains to the Erie Canal; thence westerly along the south bank of the canal one chain twenty-five links; thence south seven and one-half degrees west to the place of beginning. Containing eighty rods of land.

Excepting and reserving therefrom so much of said premises as was appropriated by the State of New York for canal purposes by deeds recorded in Monroe County Clerk's Office in Liber 838 of Deeds at page 212 and in Liber 838 of Deeds, page 504

SUBJECT TO all covenants, easements, and restrictions of record affecting said premises, if any.

BEING AND HEREBY intending to describe and convey the same premises as conveyed to the Grantors herein by Deed dated October 29, 2013 and recorded November 1, 2013 in the Monroe County Clerk's Office in Liber 11323 of Deeds, page 536.

This is a Quit Claim Deed. Grantee acknowledges that Grantors make no representations or warranties with respect to title.

TAX ACCOUNT NUMBER: 179.09-2-1

PROPERTY ADDRESS: 604 Pittsford-Victor Road, Perinton, NY 14534

TAX MAILING ADDRESS: 604 Pittsford-Victor Road, Pittsford, NY 14534

TOGETHER with all right, title and interest, if any, of the GRANTORS in and to any streets and roads abutting the above-described premises to the center lines thereof;

N/W Bushnell's Basin, E. 12th St. Richardson's Mill, E. 12th St.

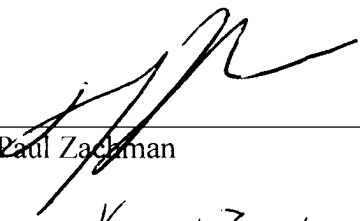
TOGETHER with the appurtenances and all the estate and rights of the GRANTORS in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto GRANTEE, the heirs or successors and assigns of GRANTEE forever.

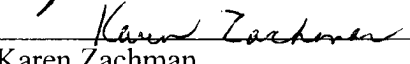
THE word "GRANTOR" shall be construed as if read "GRANTORS" and the word "GRANTEE" shall be construed as if read "GRANTEES" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals the day and year first above written.

In Presence of



Paul Zachman {L.S.}



Karen Zachman {L.S.}

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 18th day of MAY in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Zachman and Karen Zachman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2022

WARRANTY DEED

This Indenture, made the 29 day of October, 2013.

BETWEEN MARY ANN HUTCHINSON f/k/a MARY ANN H. FAZAR, residing at 604
Pittsford Victor Road, Pittsford, NY 14534

Grantor

AND PAUL ZACHMAN and KAREN ZACHMAN, as husband and wife, residing at
Rand Place, Pittsford, NY 14534

Grantee

WITNESSETH, that the Grantor, in consideration of One and More Dollars (\$1.00
& more) and other good and valuable consideration paid by the Grantee, hereby grants and releases
unto the Grantee, the heirs or successors and assigns of Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Perinton,
County of Monroe and State of New York, and bounded and described as follows: Beginning in the
center of the road leading from Bushnell's Basin to Mendon five chains twenty-five links eastward
from the point where said road intersects the center of the road leading to Richardson's Mill; thence
south eighty-two degrees thirty minutes east one chain twenty-five links; thence north seven and one-
half degrees east four chains to the Erie Canal; thence westerly along the south bank of the canal one
chain twenty-five links; thence south seven and one-half degrees west to the place of beginning.
Containing eighty rods of land.

Excepting and reserving therefrom so much of said premises as was appropriated by
the State of New York for canal purposes by deeds recorded in Monroe County Clerk's Office in
Liber 838 of Deeds at page 212 and in Liber 838 of Deeds at page 504.

Being the same premises conveyed to Grantor by Quitclaim Deed dated April 29, 1997 recorded in
the Monroe County Clerk's Office on May 12, 1997 in Liber 8868 of Deeds at Page 16.

Tax Identifier Number: 179.09-2-1
Property Address: 604 Pittsford Victor Road, Town of Perinton, New York
Tax Mailing Address: 604 Pittsford Victor Road, Pittsford, New York 14534

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said
premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors
and assigns of the grantee forever.

AND the Grantor covenants as follows:

FIRST.- The Grantor is seized of the said premises in fee simple, and has good right to convey the
same;

W/o to Mr. and Mrs. Paul Zachman
20 Rand Place
Pittsford NY 14534

2013 NOV - 1 PM 4:28

SECOND. - The Grantee shall quietly enjoy the said premises;

THIRD. - That the premises are free from incumbrances, except as aforesaid,

FOURTH. - That the Grantor will execute or procure any further necessary assurance of the title to said premises;

FIFTH. - That the Grantor will forever **WARRANT** the title to said premises;

SIXTH. - The Grantor, in compliance with Section 13 of the Lien Law, covenants that 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.

The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed requires.

IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

In presence of:


MARY ANN HUTCHINSON
f/k/a **MARY ANN H. FAZAR**

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

On October 29, 2013, before me, the undersigned, a notary public in and for said state, personally appeared **MARY ANN HUTCHINSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

CHRISTINE N. BOBOWSKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806278567
Qualified in Monroe County
My Commission Expires March 25, 2017


Notary Public

Canal lands
Zachman to LLC

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
CANAL HOUSE PROPERTIES
166 MILL RD
PITTSFORD, NY 14534

RECEIVED
MAY 13 2020
TOWN OF PERINTON

Receipt # 2334264

Book Page D 12303 0135

No. Pages: 4

Instrument: DEED OTHER

Control #: 202001290774

Ref #: TT0000012504

Date: 01/29/2020

Time: 12:19:22 PM

ZACHMAN, PAUL J
ZACHMAN, KAREN M

CANAL HOUSE PROPERTIES LLC,

Recording Fee	\$26.00
Pages Fee	\$15.00
State Fee Cultural Education	\$14.25
State Fee Records	\$4.75
Management	
TP-584 Form Fee	\$5.00
RP-5217 County Fee	\$9.00
RP5217 State Equal Addit Fee	\$241.00
Total Fees Paid:	\$315.00

Employee: CT

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

REBECCA CASE CAICO

ACTING MONROE COUNTY CLERK



RECORDED
Time 12:19 PM

JAN 29 2020

Monroe County Clerk's Office

QUIT CLAIM DEED

TSM

THIS INDENTURE, made the 22nd day of January, 2020

BETWEEN Paul J. Zachman and Karen M. Zachman, residing at 166 Mill Road, Pittsford, New York 14534 GRANTORS, and

Canal House Properties, LLC, with an office at 166 Mill Road, Pittsford, New York 14534, GRANTEE,

WITNESSETH, that the GRANTORS, in consideration of ONE OR MORE DOLLARS (\$1.00+) lawful money of the United States, paid by GRANTEE, do hereby remise, release, and quitclaim unto GRANTEE, the heirs or successors and assigns of GRANTEE forever,

**ALL THAT TRACT OR PARCEL OF LAND,
SEE SCHEDULE A ATTACHED HERETO,**

SUBJECT TO all covenants, easements, and restrictions of record affecting said premises, if any.

BEING AND HEREBY intending to describe and convey the same premises as conveyed to the Grantors herein by Deed dated March 19, 2019 and recorded May 23, 2019 in the Monroe County Clerk's Office in Liber 12187 of Deeds, page 455.

This is a Quit Claim Deed. Grantee acknowledges that Grantors make no representations or warranties with respect to title.

TAX ACCOUNT NUMBER: 179.09-2-84

PROPERTY ADDRESS: 604 Pittsford Victor Road, Town of Perinton, New York 14534

TAX MAILING ADDRESS: 166 Mill Road, Pittsford, New York 14534

TOGETHER with all right, title and interest, if any, of the GRANTORS in and to any streets and roads abutting the above-described premises to the center lines thereof;

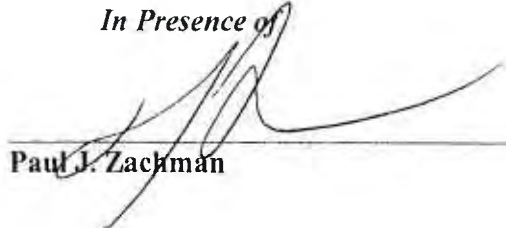
TOGETHER with the appurtenances and all the estate and rights of the GRANTORS in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto GRANTEE, the heirs or successors and assigns of GRANTEE forever.

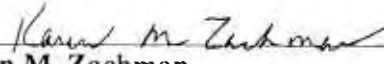
THE word "GRANTOR" shall be construed as if read "GRANTORS" and the word "GRANTEE" shall be construed as if read "GRANTEES" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals the day and year first above written.

In Presence of


Paul J. Zachman

{L.S.}


Karen M. Zachman

{L.S.}

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 22 day of January in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul J. Zachman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2022


NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 22 day of January in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen M. Zachman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

DANIEL S. BRYSON
Notary Public, State of New York
Monroe County
My Commission Expires Sept. 21, 2022


NOTARY PUBLIC

SCHEDULE A

ALL THAT TRACT OR PARCEL of New York State Barge Canal Lands situated in Lot 63, Township 12, Range 4 of the Phelps and Gorham Purchase in the Town of Perinton, County of Monroe, State of New York and more particularly described as follows:

Beginning at a point on the southerly boundary line of the New York State Barge Canal, said point being South 00°- 04'- 09" East 221.78 feet from station 2081+23.79 on a monumented line which is parallel with the centerline of improved Erie Canal and 80 feet northerly therefrom, thence;

1. South 5°- 26'- 30" West, along the southerly boundary of the New York State Barge Canal, a distance of 78.01 feet to a point, thence;
2. North 85°- 38'- 24" West, along the northerly highway boundary of Pittsford-Victor Road (N.Y.S. Rte. 96), a distance of 100.00 feet to a point, thence;
3. North 04°- 21'- 36" East, through the lands of the New York State Barge Canal, a distance of 50.32 feet to a point, thence;
4. North 79°- 06'- 00" East, through the lands of the New York State Barge Canal, a distance of 86.30 feet to a point, thence;
5. North 58°- 23'- 00" East, through the lands of the New York State Barge Canal, a distance of 22.11 feet to a point, thence;
6. South 84°- 33'- 30" East, along the southerly boundary of the New York State Barge Canal, a distance of 27.79 feet to a point, thence;
7. South 79°- 06'- 00" West, a distance of 28.47 feet to the point of beginning. Intending to describe a parcel of land being 6,638 Sq.Ft./0.152 acre in size.

All bearings referred to the True Meridian as established for the Parcels 3764, 3765 and 3779, Contract 63 dated November 21, 1911.

Lori Stid

From: [REDACTED]
Sent: Monday, May 13, 2024 1:03 PM
To: Lori Stid
Subject: Quit Claim Deed Zachman to Canal House Properties LLC
Attachments: Recorded Deed 1_29_20 Zachman to Canal House Properties (Vacant Land-parking).pdf

[CAUTION: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe]

Hi Lori,

I was able to locate the quit claim deed that transfers the parcel purchased from NYSCC by Paul & Karen Zachman to Canal House Properties LLC. Tax ID 179.09-2-84

I have attached it here to be added to the electronic Planning Board file. I will be bringing 15 copies over for the application this afternoon.

Thank You,
Paul

Paul Zachman



Boardwalk Design Inc
[REDACTED] office
[REDACTED] mobile

See how we are doing online at Guild Quality

Lori Stid

From: [REDACTED]
Sent: Monday, May 13, 2024 1:03 PM
To: Lori Stid
Subject: Quit Claim Deed Zachman to Canal House Properties LLC
Attachments: Recorded Deed 1_29_20 Zachman to Canal House Properties (Vacant Land-parking).pdf

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Thank You,
Paul

Paul Zachman



Boardwalk Design Inc



See how we are doing online at Guild Quality

Cancel leads - wrong tax ID #

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2083129

Book Page D 12187 0455

No. Pages: 7

Instrument: DEED OTHER

Control #: 201905231280

Ref #: TT0000018880

Date: 05/23/2019

Time: 4:42:09 PM

Return To:
PAUL ZACHMAN
KAREN ZACHMAN
280 EAST BROAD STREET #1610
ROCHESTER, NY 14604

PEOPLE OF THE STATE OF NEW YORK,

ZACHMAN, PAUL
ZACHMAN, KAREN

RECEIVED
MAY 13 2024
TOWN OF PERINTON

Recording Fee	\$26.00	
Pages Fee	\$30.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: RRR
Management		
Transfer Tax	\$38.00	
TP-584 Form Fee	\$5.00	
RP-5217 County Fee	\$9.00	
RP5217 State Equal Addit Fee	\$241.00	
Total Fees Paid:	\$368.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$9,100.00

ADAM J BELLO

MONROE COUNTY CLERK



Proceeding 11960
 New York State Canal Corporation
 Abandonment of the New York State
 Canal Corporation's Interest In and To a
 Portion of Canal Lands in the
 Town of Perinton, County of Monroe
 Canal Abandonment Map No. 988

RECORDED
 05/23/2019 04:42:09 PM
 MONROE COUNTY CLERK

DEED

This deed, made the 19th day of MARCH, 2019, between

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the New York State Canal Corporation (hereinafter referred to as the "Canal Corporation"), a subsidiary of the Power Authority of the State of New York, a public corporation created pursuant to the applicable provisions of the Public Authorities Law, having its principal office at 30 South Pearl Street, 5th Floor, Albany, New York 12207-3403, Grantors, and

PAUL ZACHMAN AND KAREN ZACHMAN, residing at 280 East Broad Street, Apt. #1610, Rochester, New York, 14604, Grantees,

WITNESSETH:

WHEREAS The People of the State of New York are the owners of the hereinafter-described parcel of land; and

WHEREAS said parcel is presently under the jurisdiction of the Canal Corporation; and

WHEREAS the Canal Corporation's Vice President- Enterprise Shared Services and Contracting Officer having determined, pursuant to authority vested in her by Canal Corporation Board Resolution No. 561, adopted at Meeting No. CC-176, held on December 12, 2011, that: said parcel is no longer useful or necessary as part of the Barge Canal System, as an aid to navigation thereon or for barge canal purposes; an Official Order declaring said parcel to be abandoned for Canal purposes should be issued; and said parcel may be conveyed to the Grantees; and

property: 604 Pittsford Victor Road, Perinton, NY 14450
 Tax Billing: 280 East Broad Street, #1610, Rochester, NY 14604
 Tax ID: ~~179.09-2-1~~ 179.09-2-1

WHEREAS under date of November 25, 2018, Canal Corporation Official Order No. CC-125 was issued, declaring said parcel to be abandoned for Canal purposes,

NOW THEREFORE, in consideration of the sum of NINE THOUSAND ONE HUNDRED THOUSAND DOLLARS (\$9,100.00), lawful money of the United States, receipt of which is hereby acknowledged, the Grantors hereby remise, release and quitclaim unto the Grantees, their successors and assigns forever, all of their right, title and interest in and to:

ALL THAT TRACT OR PARCEL of New York State Barge Canal Lands situated in Lot 63, Township 12, Range 4 of the Phelps and Gorham Purchase in the Town of Perinton, County of Monroe, State of New York and more particularly described as follows:

Beginning at a point on the southerly boundary line of the New York State Barge Canal, said point being South 00°- 04'- 09" East 221.78 feet from station 2081+23.79 on a monumented line which is parallel with the centerline of improved Erie Canal and 80 feet northerly therefrom, thence;

1. South 5°- 26'- 30" West, along the southerly boundary of the New York State Barge Canal, a distance of 78.01 feet to a point, thence;
2. North 85°- 38'- 24" West, along the northerly highway boundary of Pittsford-Victor Road (N.Y.S. Rte. 96), a distance of 100.00 feet to a point, thence;
3. North 04°- 21'- 36" East, through the lands of the New York State Barge Canal, a distance of 50.32 feet to a point, thence;
4. North 79°- 06'- 00" East, through the lands of the New York State Barge Canal, a distance of 86.30 feet to a point, thence;
5. North 58°- 23'- 00" East, through the lands of the New York State Barge Canal, a distance of 22.11 feet to a point, thence;
6. South 84°- 33'- 30" East, along the southerly boundary of the New York State Barge Canal, a distance of 27.79 feet to a point, thence;

7. South 79°- 06'- 00" West, a distance of 28.47 feet to the point of beginning. Intending to describe a parcel of land being 6,638 Sq.Ft./0.152 acre in size.

All bearings referred to the True Meridian as established for the Parcels 3764, 3765 and 3779, Contract 63 dated November 21, 1911.

TOGETHER WITH and subject to any and all covenants, easements, and restrictions, whether or not of record.

All as shown on Abandonment Map No. 988 on file in the New York State Canal Corporation, 30 South Pearl Street, 5th Floor, Albany, New York 12207-3403.

The Grantees hereby covenant with the Grantors as follows:

A. Grantees shall have no right to deposit or place fill material on or around the boundary of any portion of the property conveyed by this Deed that continues to abut or is contiguous with any currently existing or remaining canal property without prior notice and approval by the Canal Corporation.

B. Grantees will not sue the State of New York, the New York State Power Authority and the Canal Corporation ("State Entities") for, and shall forever release the State Entities from, any and all claims, liabilities, damages penalties, fines, forfeitures, demands, losses, suits, causes of action, judgements, and the costs and expenses incidental thereto (including costs of defense, settlement, attorneys' fees, consultant fees, and expert fees) arising from the purchase, including but not limited to damages of any nature that arise out of, or related to, the presence of any Environmental Contaminant on, or that originated from, the purchase of the property.

As used herein, the term "Environmental Contaminant" shall mean any material or substance that is:

- i. Defined as a "hazardous substance" or "hazardous waste" under the laws of the State of New York;

- ii. Defined as a "hazardous substance" pursuant to the Federal Water Pollution Control Act (33 U.S.C. §1321);
 - iii. Defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. §6903);
 - iv. Defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42 U.S.C. §9601(14));
 - v. Defined as a "PCB" (polychlorinated biphenyl) under 40 C.F.R. §761.3 or covered under the Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601 et seq); or
 - vi. Defined as a "regulated substance" pursuant to the Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. §6991).
- C. Grantees will not sue the State of New York, the New York State Power Authority and the Canal Corporation ("State Entities") for, and shall forever release the State Entities from, any and all claims, damages, liabilities, costs and expenses occasioned by or related to: percolation; changes in water elevation or overflow from the Erie Canal; any flooding by the waters of the State canal and waterways; and by any surface water or other waters accustomed to flow to, upon, or over the property conveyed by this Deed.

These covenants shall run with the land and be binding on the Grantees, and the successors and assigns of the Grantees.

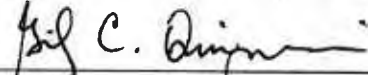
TOGETHER with the appurtenances and all the estate and rights of the Grantors in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantees, its successors and assigns forever.

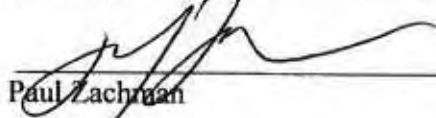
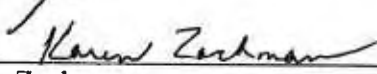
IN WITNESS WHEREOF, the Grantors have caused this instrument to be signed by their duly authorized representative of the Canal Corporation, and the Grantees have also executed this instrument.

THE PEOPLE OF THE STATE OF NEW YORK
By: NEW YORK STATE CANAL CORPORATION

BY:



Gil C. Quiniones
President and Chief Executive Officer


Paul Zachman
Karen Zachman

State of New York)
) ss.:
 County of Westchester)

On the 19th day of March in the year 2019 before me, the undersigned, personally appeared Gil C. Quiniones, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JUSTIN E DRISCOLL, III
 Notary Public, State of New York
 Registration No. 02DR6346244
 Qualified in Westchester County

My Commission Expires August 08, 2020

State of New York)
) ss.:
 County of Monroe)

[Signature]
 Notary Public, State of New York

GREGORY J RAHMLOW
 Notary Public - State of New York
 NO. 01RA6330029
 Qualified in Monroe County
 My Commission Expires Sep 8, 2019

On the 26th day of February in the year 2019 before me, the undersigned, personally appeared Karen Zachman, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
 Notary Public, State of New York

GREGORY J RAHMLOW
 Notary Public - State of New York
 NO. 01RA6330029
 Qualified in Monroe County
 My Commission Expires Sep 8, 2019

State of New York)
) ss.:
 County of Monroe)

On the 26th day of February in the year 2019 before me, the undersigned, personally appeared Paul Zachman, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
 Notary Public, State of New York

Approved as to form
 and manner of execution.

LETITIA JAMES
 ATTORNEY GENERAL

By [Signature]
 Candice M. Panichi
 Associate Attorney

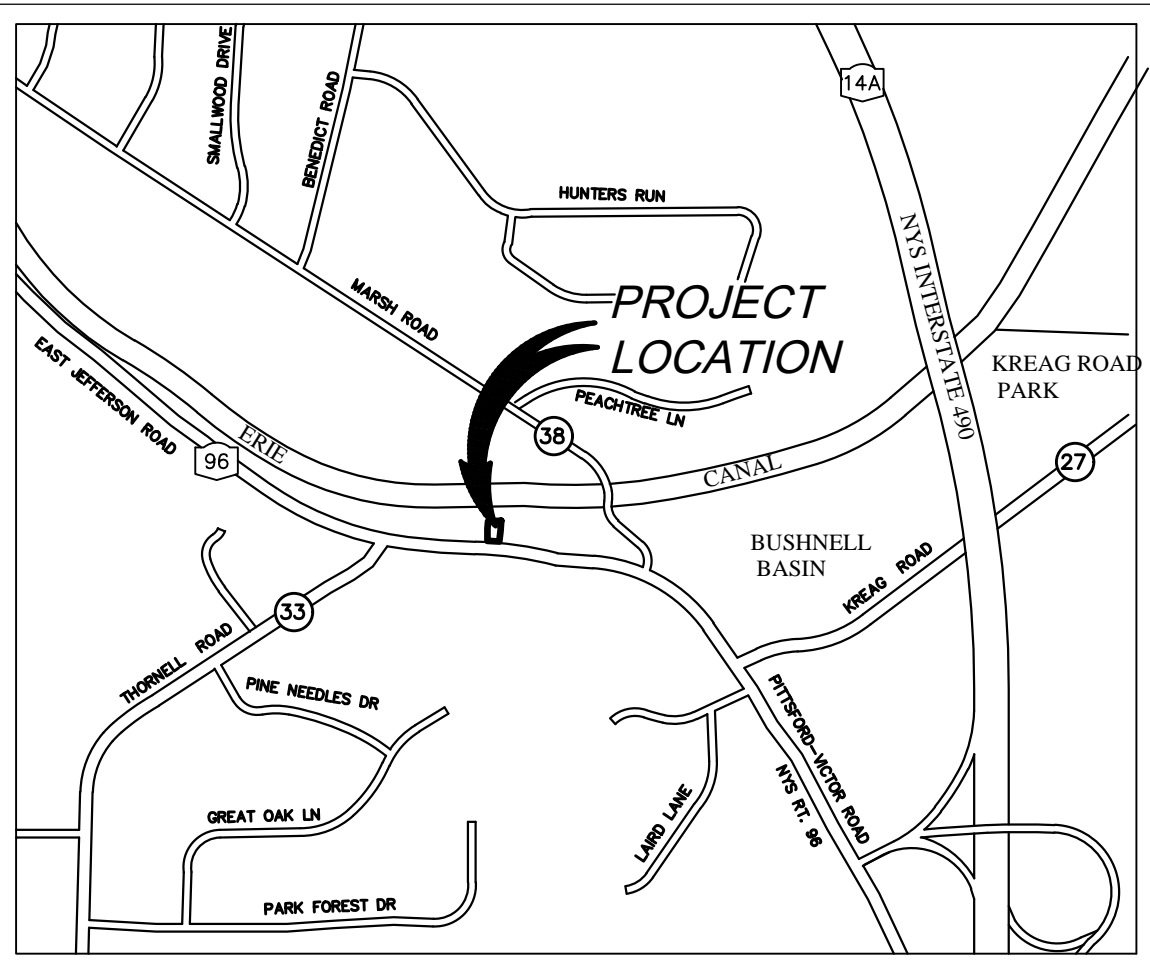
NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT REQUIREMENTS OF THE TOWN OF PERINTON STANDARDS ANMD SPECIFICATIONS UNLESS MORE STRINGENT CRITERIA IS SPECIFIED ON THE CONSTRUCTION DRAWINGS.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND WILL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES THAT OCCUR DURING THE COURSE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS AS MAY BE REQUIRED TO MEET EXISTING CONDITIONS. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE PLANS AND ANY OTHER LINES NOT SHOWN.
4. LOCATION OF PROPOSED IMPROVEMENTS, DISTANCE BETWEEN FACILITIES AND APPURTENANCES SHOWN ON DRAWINGS, ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION DURING THE CONSTRUCTION STAKE OUT. THE CONTRACTOR SHALL LOCATE, FLAG, AND PRESERVE PROPERTY MARKERS, U.S.G.S., AND ALL OTHER MONUMENTS.
5. EROSION CONTROL DEVICES SHALL BE ESTABLISHED PRIOR TO COMMENCING EARTHWORK. EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL UPSTREAM GROUND COVER HAS BEEN SUFFICIENTLY ESTABLISHED AND REMOVAL IS APPROVED BY THE OWNER. THE CONTRACTOR SHALL PROVIDE JUTE MESH OR ENGINEER APPROVED EROSION CONTROL FABRIC ON ALL SLOPES STEEPER THAN 4 ON 1. THE CONTRACTOR SHALL MAINTAIN SUCH DEVICES UNTIL VEGETATION IS FULLY ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES UPON ACCEPTANCE OF VEGETATIVE COVER AND AS DIRECTED BY THE ENGINEER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL REQUIRED TOWN/STATE PERMITS AND PROVIDE ALL BONDS FOR THIS WORK INCLUDING, BUT NOT LIMITED TO, UTILITY CONNECTIONS AND BUILDING AND SITE CONSTRUCTION.
7. MAINTENANCE AND PROTECTION OF TRAFFIC ALONG WITH SECURING THE WORK AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. ALL CONES, DRUMS, CONCRETE BARRIERS AND MARKERS ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' CLEARANCE TO THE TRAVELED WAY UNLESS OTHERWISE SHOWN ON THE PLANS AND/OR DIRECTED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL MAKE CERTAIN PLACEMENT OF CONES, DRUMS AND MARKERS OR BARRICADES SHALL NOT INTERFERE WITH SIGHT DISTANCE.
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2014 Final Site Plan				
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Conventional Parking Spaces	5	25	4/28/14	17
Parking Front Setback (Front Landscape Buffer)	2'	50'	4/28/14	10'
Min. Drive Aisle Width	20'	24'	4/28/14	N/A

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LOCATION SKETCH
NOT TO SCALE

PROJECT DATA

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PAUL ZACHMAN
604 PITTSFORD-VICTOR ROAD
PITTSFORD, NY 14534
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APPROVALS

BY: _____ DATE: _____
PLANNING BOARD CHAIRMAN

BY: _____ DATE: _____
COMMISSIONER OF PUBLIC WORKS

BY: _____ DATE: _____
TOWN ENGINEER

BY: _____ DATE: _____
TOWN ATTORNEY

BY: _____ DATE: _____
BUSHNELL BASIN FIRE CHIEF

2018 Site Plan Code Variance Analysis
604 Pittsford Victor Road

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** Variance Granted in 2014 for 1'-1"

OCCUPANCY AND PARKING ANALYSIS

Tasting Room and Gallery				
Type of Space	SF	Occ. Rate	Occupancy	3 PP Space
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* Daytime Parking for 2 Employees - Offset Hours

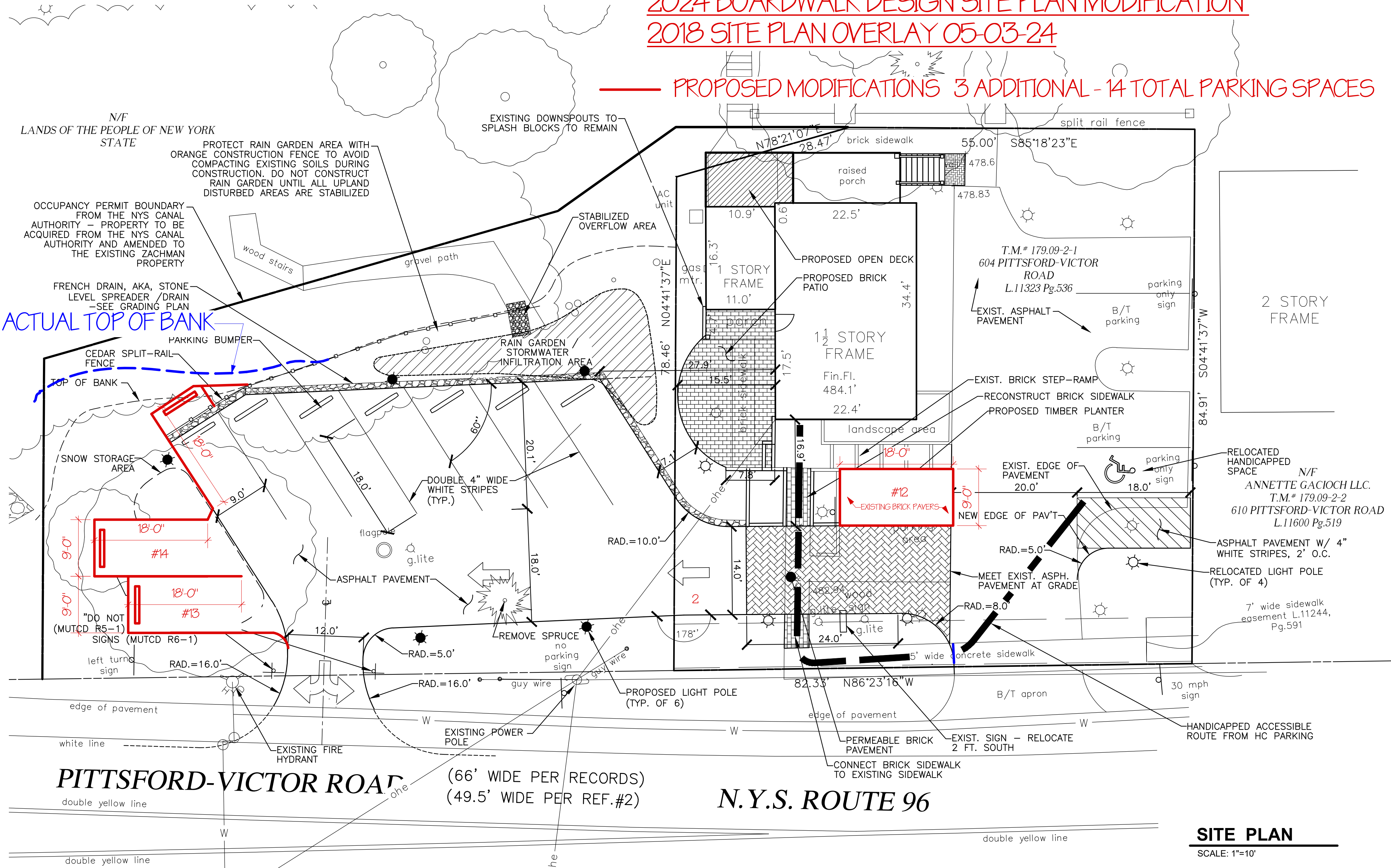
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	Spaces
604 PVR	11
Canal Walk**	22
Crescent Trail Parking***	15
Total Spaces	48

** Legal Property Easement for Parking
*** 400' due west on Canal Path

2024 BOARDWALK DESIGN SITE PLAN MODIFICATION
2018 SITE PLAN OVERLAY 05-03-24

PROPOSED MODIFICATIONS 3 ADDITIONAL - 14 TOTAL PARKING SPACES



SITE PLAN

SCALE: 1"=10'

MLA

Phone (585) 218-0300
Fax (585) 218-0372

McCord

Landscape Architecture, PLLC

2129 Five Mile Line Road
Penfield, New York 14526

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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
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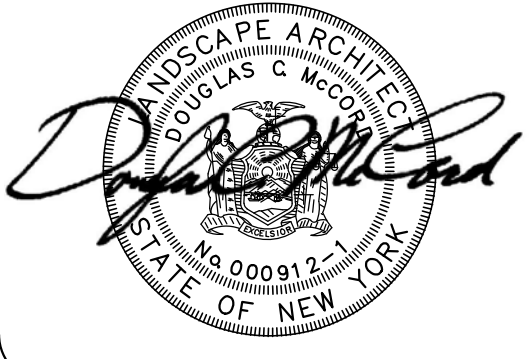
TITLE OF DRAWING
SITE
PLAN

DATE
11/20/17

DRAWN BY
LAH

CHECKED BY
DCM

SCALE
1"=10'-0"



5			
4	REVISED PER NYSOC COMMENTS	3/20 2018	DCM
3	MISC. REVS. PER T. OF PERINTON	3/5 2018	DCM
2	ADDED NOTES & SIG. LINES	1/10 2018	DCM
1	MISC. REVISIONS	11/28 2017	DCM
	REVISIONS	DATE	BY

PROJECT NO. 911
DRAWING NO. S-1

NOTES

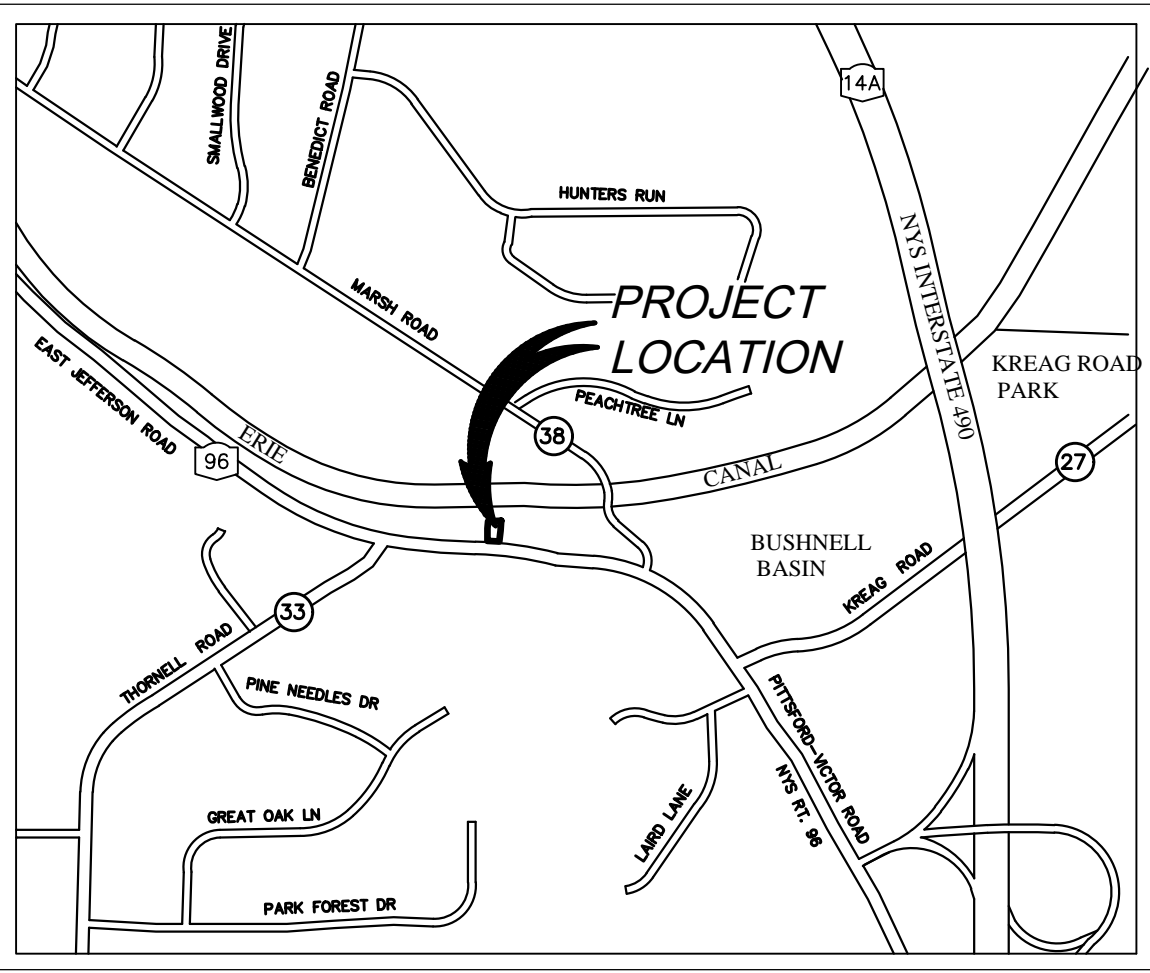
1. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT REQUIREMENTS OF THE TOWN OF PERINTON STANDARDS ANMD SPECIFICATIONS UNLESS MORE STRINGENT CRITERIA IS SPECIFIED ON THE CONSTRUCTION DRAWINGS.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR WILL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND WILL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES THAT OCCUR DURING THE COURSE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS AS MAY BE REQUIRED TO MEET EXISTING CONDITIONS. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE PLANS AND ANY OTHER LINES NOT SHOWN.
4. LOCATION OF PROPOSED IMPROVEMENTS, DISTANCE BETWEEN FACILITIES AND APPURTENANCES SHOWN ON DRAWINGS, ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION DURING THE CONSTRUCTION STAKE OUT. THE CONTRACTOR SHALL LOCATE, FLAG, AND PRESERVE PROPERTY MARKERS, U.S.G.S., AND ALL OTHER MONUMENTS.
5. EROSION CONTROL DEVICES SHALL BE ESTABLISHED PRIOR TO COMMENCING EARTHWORK. EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL UPSTREAM GROUND COVER HAS BEEN SUFFICIENTLY ESTABLISHED AND REMOVAL IS APPROVED BY THE OWNER. THE CONTRACTOR SHALL PROVIDE JUTE MESH OR ENGINEER APPROVED EROSION CONTROL FABRIC ON ALL SLOPES STEEPER THAN 4 ON 1. THE CONTRACTOR SHALL MAINTAIN SUCH DEVICES UNTIL VEGETATION IS FULLY ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES UPON ACCEPTANCE OF VEGETATIVE COVER AND AS DIRECTED BY THE ENGINEER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL REQUIRED TOWN/STATE PERMITS AND PROVIDE ALL BONDS FOR THIS WORK INCLUDING, BUT NOT LIMITED TO, UTILITY CONNECTIONS AND BUILDING AND SITE CONSTRUCTION.
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BY:	PLANNING BOARD CHAIRMAN	DATE:	
BY:	COMMISSIONER OF PUBLIC WORKS	DATE:	
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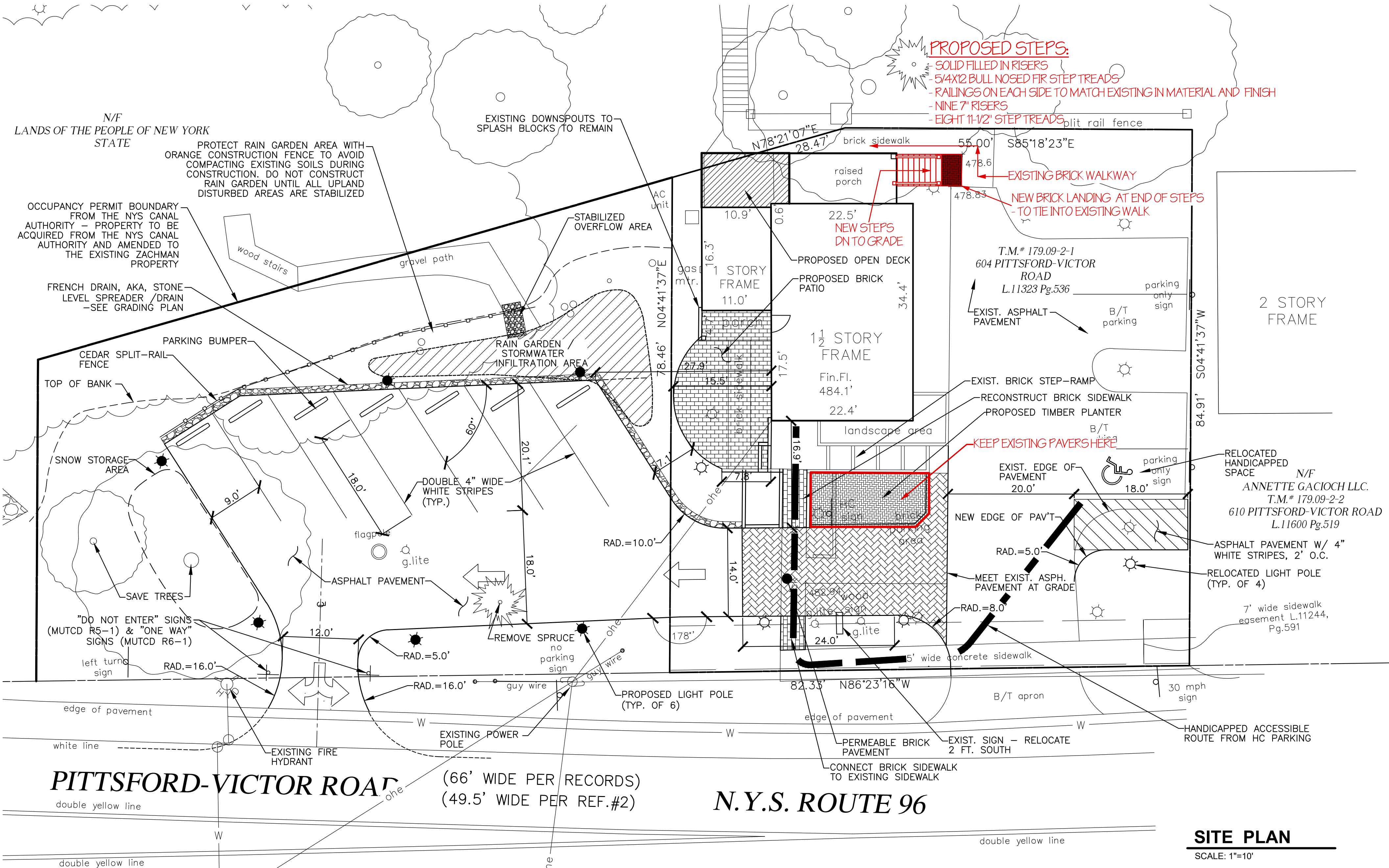
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SITE PLAN

SCALE: 1"=10'

MLA

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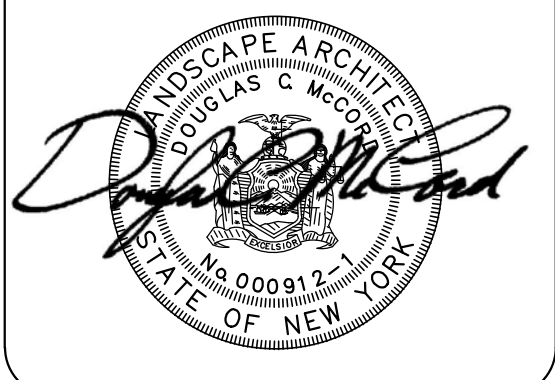
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McCord SNYDER LANDSCAPE
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PARKING LOT EXPANSION
604 PITTSFORD-VICTOR
ROAD
TOWN OF PERINTON
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OWNER:
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BOARDWALK DESIGN BUILD
604 PITTSFORD-VICTOR ROAD
PITTSFORD, NY 14534

TITLE OF DRAWING
SITE
PLAN

DATE 11/20/17
DRAWN BY LAH
CHECKED BY DCM
SCALE 1"=10'-0"

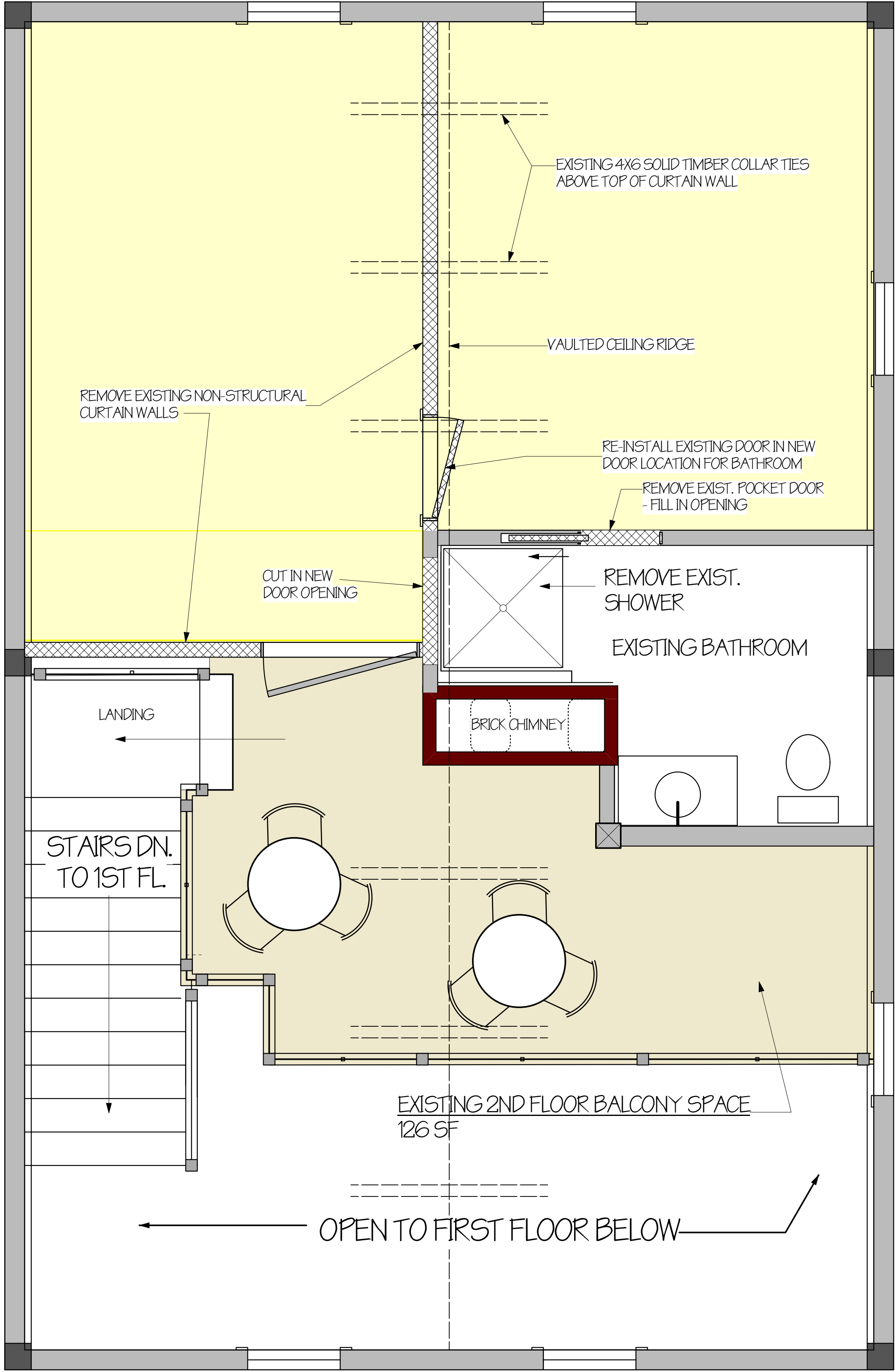


5			
4	REVISED PER NYSOC COMMENTS	3/20 2018	DCM
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	REVISIONS	DATE	BY

PROJECT NO. 911
DRAWING NO. S-1

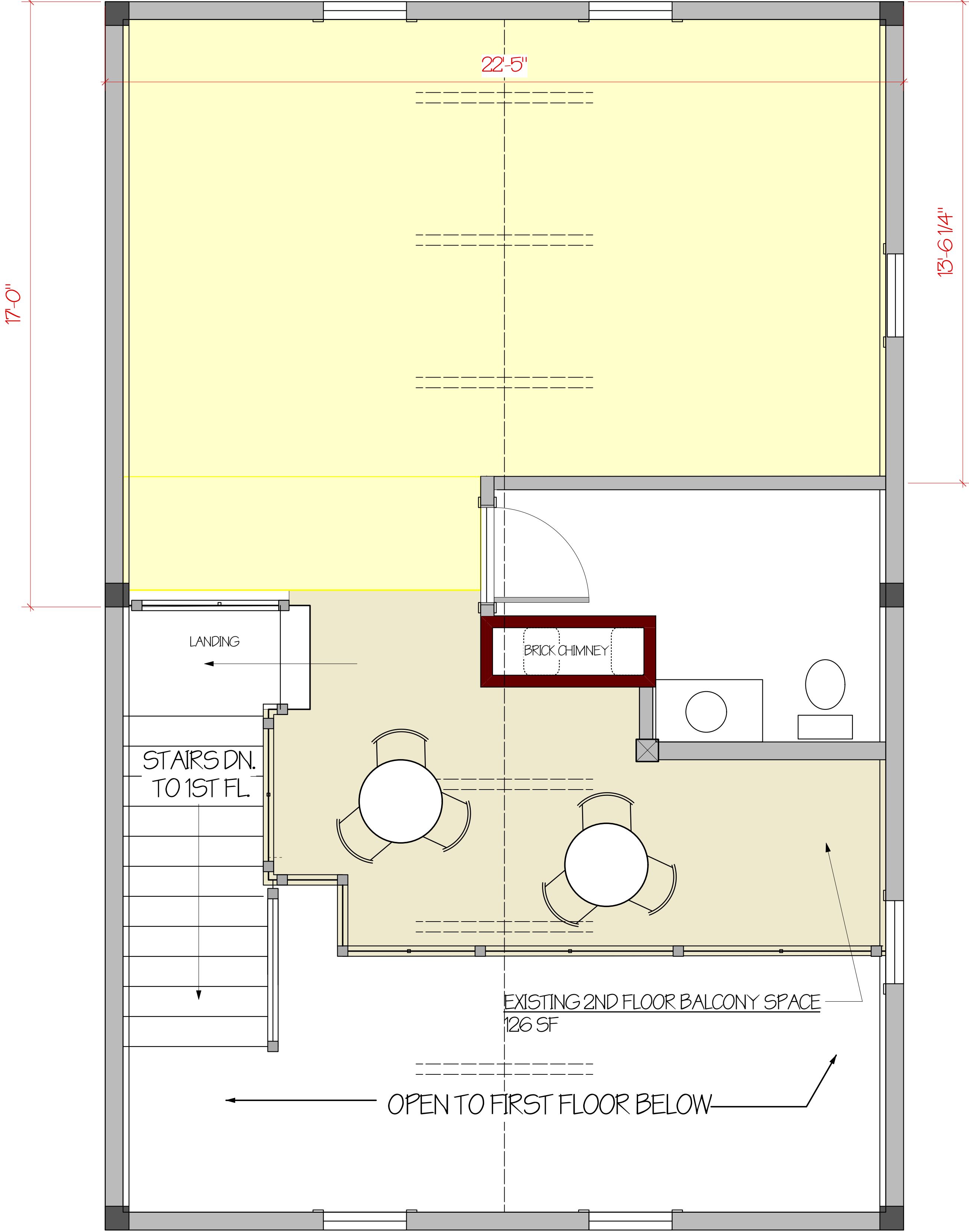
EXISTING OFFICE SPACE

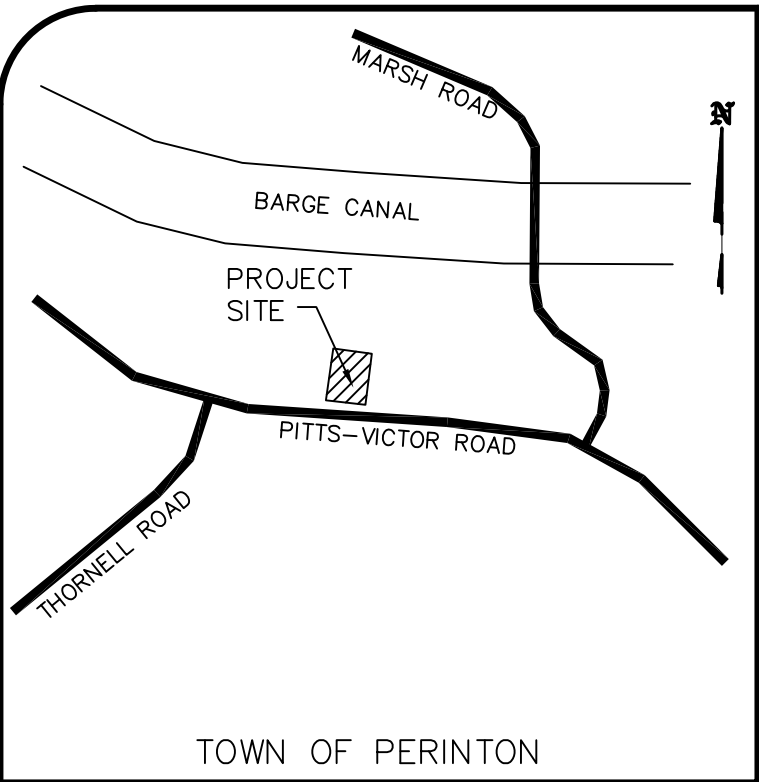
308 SF



PROPOSED OPEN FLOOR PLAN

308 SF





LOCATION SKETCH
N.T.S.

LEGEND:

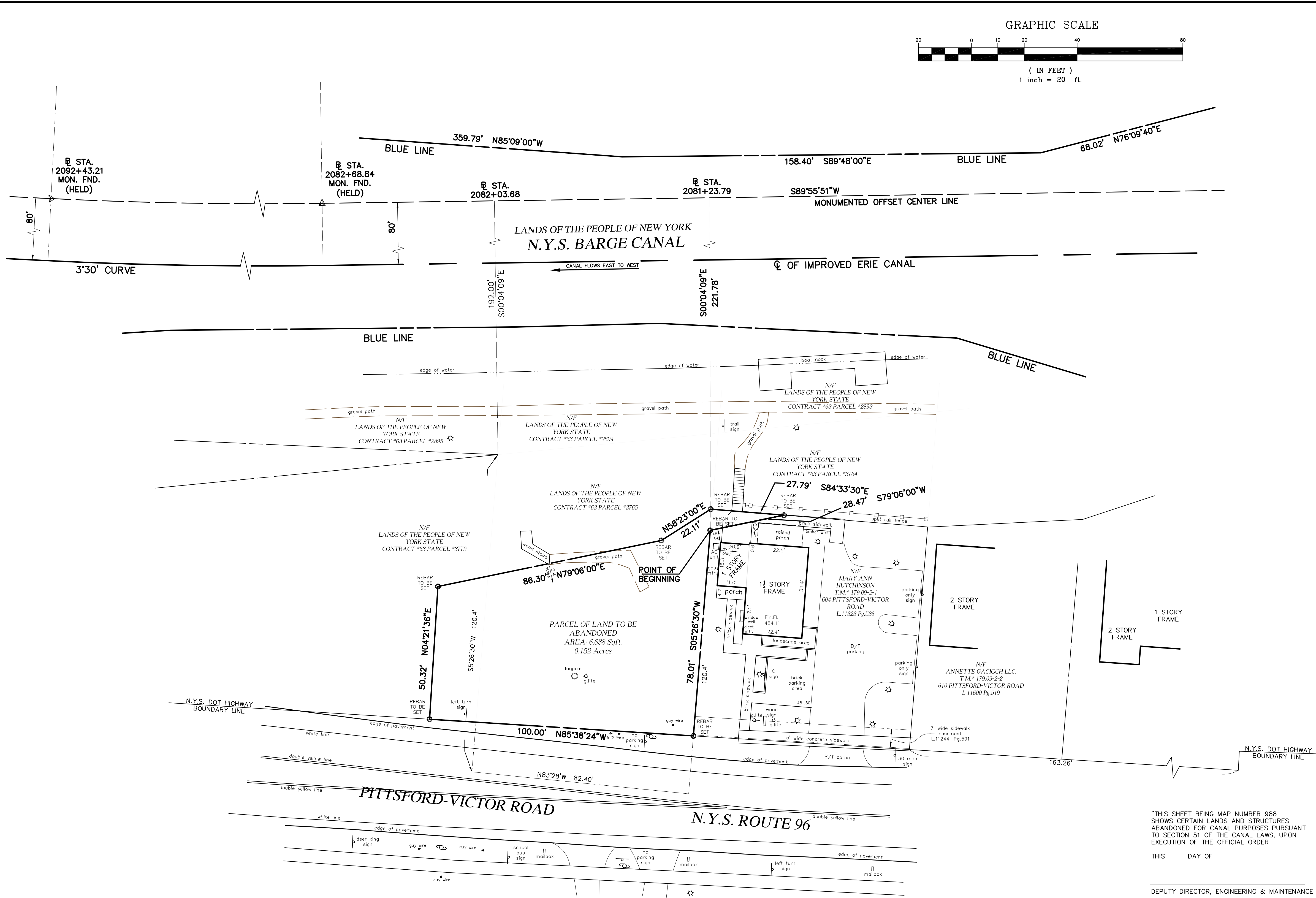
- SIGN -
- TREES -
- SANITARY MANHOLE -
- LIGHTPOLE, GROUND LIGHT -
- HYDRANT, WATER VALVE -
- UTILITY POLE, GUY WIRE -

REFERENCES:

- MARY ANN HUTCHINSON TO PAUL ZACHMAN AND KAREN ZACHMAN BY DEED FILED 11/01/2013 AS LIBER 11323 OF DEEDS, PAGE 536.
- RIGHT-OF-WAY MAPPING OBTAINED FROM THE N.Y.S. D.O.T., S.H. 8329 PITTSFORD-VICTOR, PART 1A, CONTRACT #0261979 DATED 3/6/2012.
- MAP OF THE BARGE CANAL, STATE OF NEW YORK, WESTERN DIVISION, ERIE CANAL SECTION 9, STA. 2072 TO STA. 2100, SHEET 78.
- MAP OF A SURVEY OF 604 PITTSFORD-VICTOR ROAD PREPARED BY EDWIN A. SUMMERHAYS, DATED 11/5/2014.
- SUBJECT TO AN EASEMENT/AGREEMENT FILED 2/6/1989 AS LIBER 7560 OF DEEDS, PAGE 331.
- NO ABSTRACT PROVIDED FOR SURVEY.

SURVEY NOTES:

DISTANCE SHOWN ARE GROUND. SURVEY WORK FOR THIS MAP WAS COMPLETED TO AN ACCURACY OF 1 PART IN 10,000 (1:10,000) OR BETTER.



"THIS SHEET BEING MAP NUMBER 988 SHOWS CERTAIN LANDS AND STRUCTURES ABANDONED FOR CANAL PURPOSES PURSUANT TO SECTION 51 OF THE CANAL LAWS, UPON EXECUTION OF THE OFFICIAL ORDER

THIS DAY OF

DEPUTY DIRECTOR, ENGINEERING & MAINTENANCE

WE, MAGDE LAND SURVEYING, P.C., HEREBY CERTIFY TO THE NEW YORK STATE CANAL CORPORATION THAT THIS IS AN ACCURATE MAP PREPARED BY ME OR UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD SURVEY, PERFORMED IN ACCORDANCE WITH THE NEW YORK STATE CANAL CORPORATION SURVEY MAP AND DESCRIPTION PROCEDURE (TAP-919).

DOUGLAS W. MAGDE, L.S. LIC. #049957

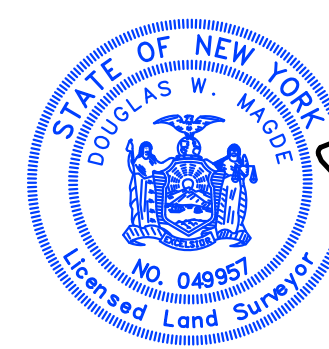
DATE: APRIL 26, 2018

REVISION DATE: APRIL 26, 2018 - PER NYSCC COMMENTS

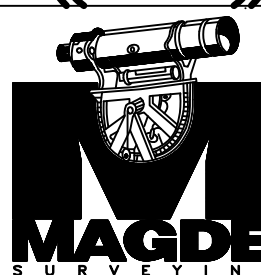
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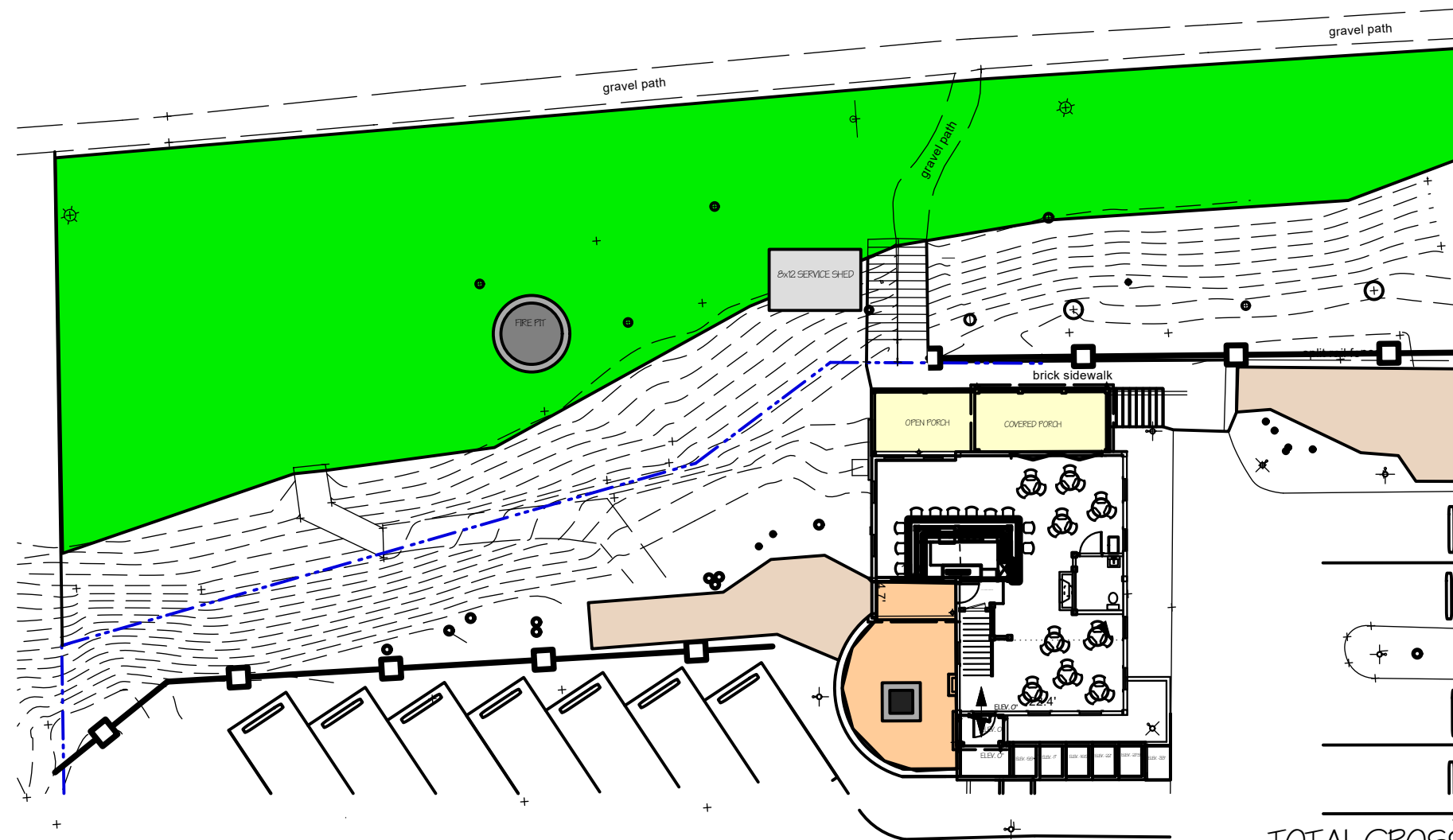
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2, of the New York State Education Law

Certifications herein are not transferable.
The location of underground improvements or encroachments are not always known and often must be estimated.



NEW YORK STATE CANAL CORPORATION MAP SHOWING
LANDS OF THE BARGE CANAL TO BE ABANDONED
PREPARED FOR
#604 PITTSFORD-VICTOR ROAD
PART OF LOT 63, TOWNSHIP 12, RANGE 4 OF THE PHELPS & GORHAM
PURCHASE, TOWN OF PERINTON, MONROE COUNTY, NEW YORK





OUTDOOR SPACE KEY

- TOTAL NYS CANAL CORP OCCUPANCY LANDS
5,650 SF
- INFORMAL NATURAL MULCHED SEATING AREAS
580 SF
- OUTDOOR PORCH SEATING AREAS
255 SF
- WEST FIREPIT PATIO AREA
350 SF
- BUILDING INTERIOR GROSS S.F. FLOORS 1&2
1645 SF

TOTAL GROSS S.F. = $(8480/1000) \times 6.76 = 57$ PARKING SPACES
Mixed Use District Shared Parking Provision -6

TOTAL PARKING SPACES REQUIRED 51

EXISTING PARKING CREDIT PER TOWN CALCULATION

- ONSITE CURRENT	11
- ONSITE PROPOSED	3
- CRESCENT TRAILHEAD	5
- CANAL WALK	12
TOTAL	31

OFFSITE LEASED PARKING 30

TOTAL PARKING CAPACITY 61

PROPERTY DIAGRAM INDOOR/OUTDOOR SEATING SPACE

CHAOTIC ALES, INC. DBA AURORA BREWING
604 Pittsford Victor Road

PARKING ANALYSIS



Plan Date: 4-25-2024

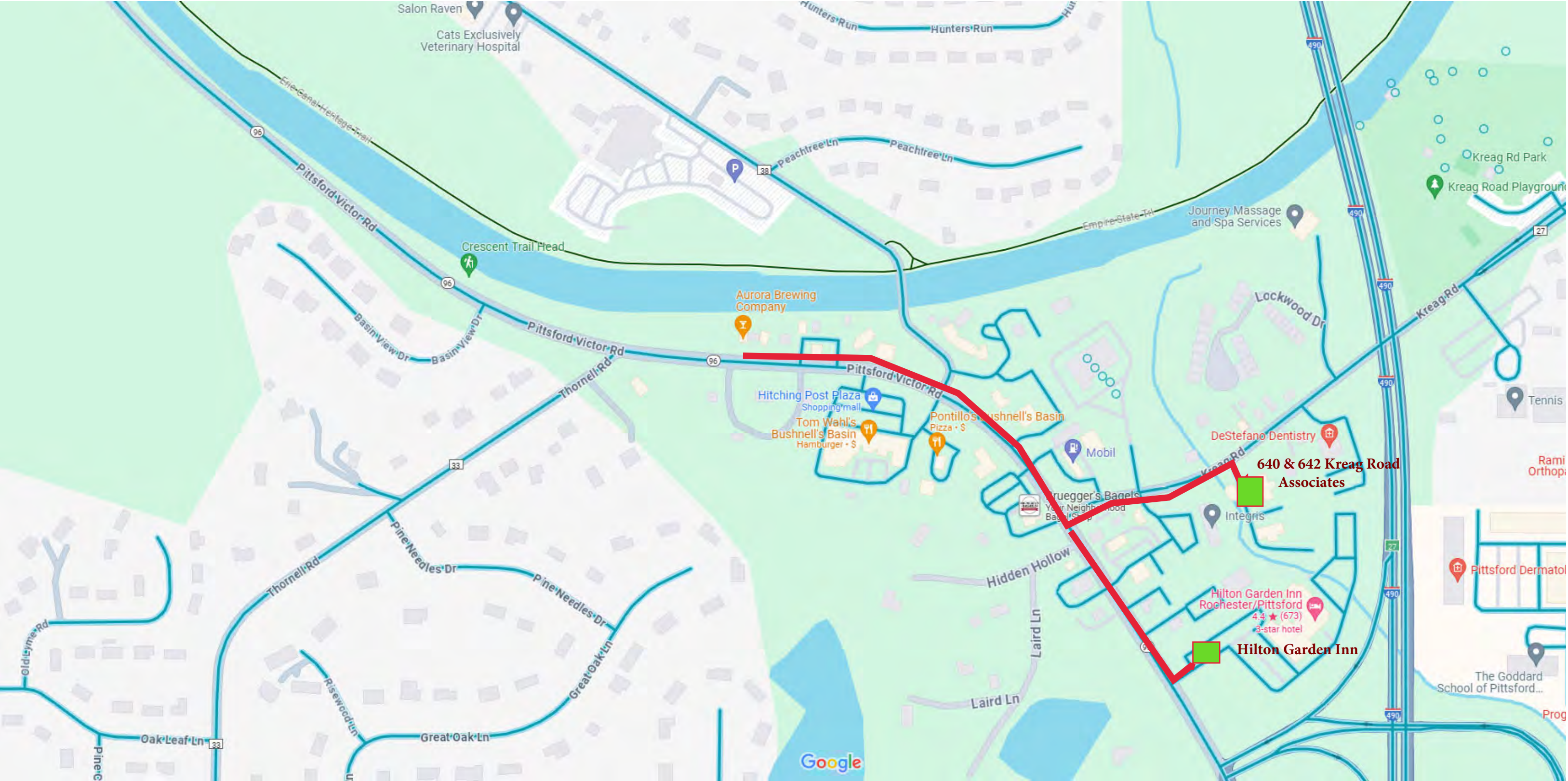
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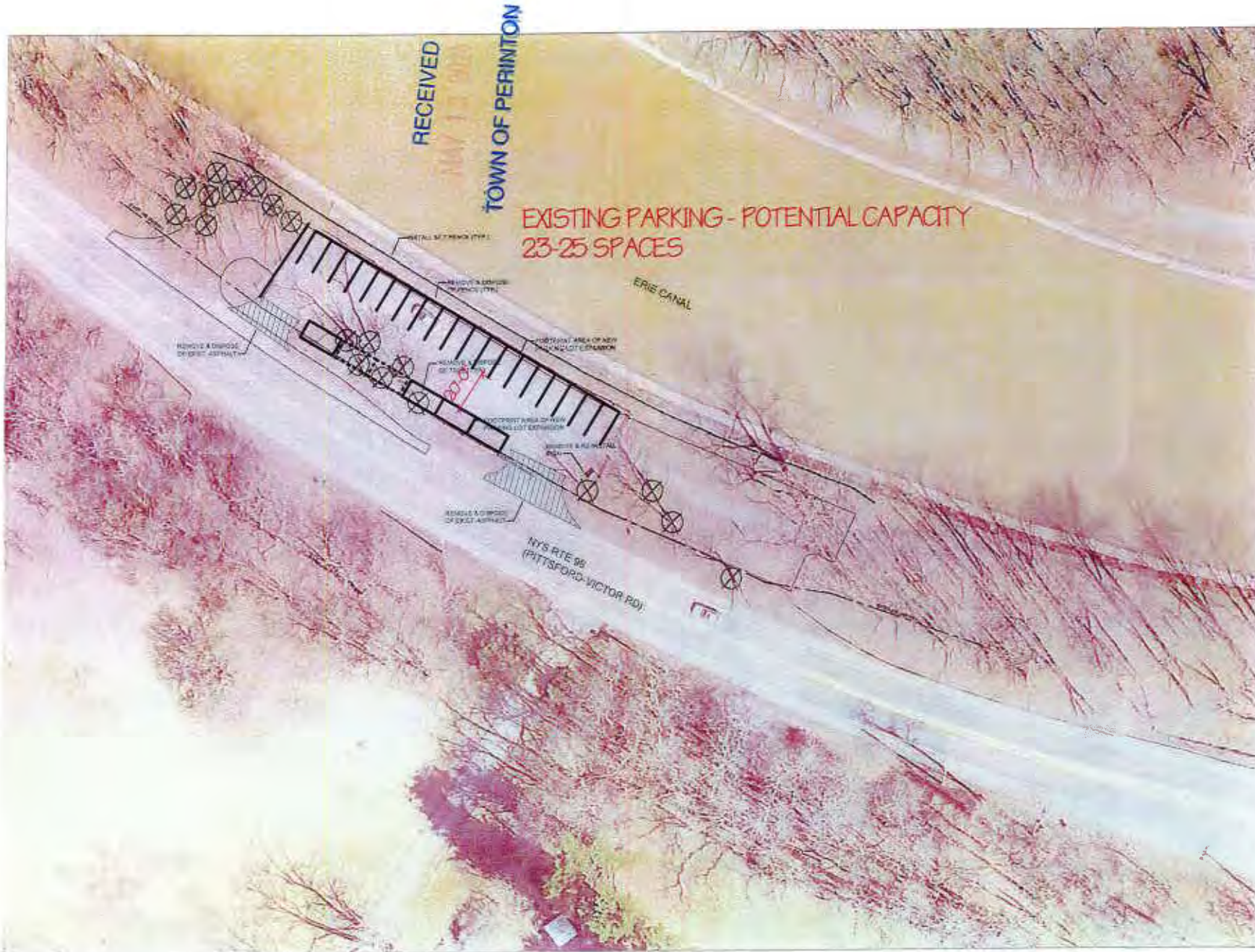
ITE USE CODE
BREWERY 6.76/1000 S.F.

Scale: 1"= 20"

Drawn By P. ZACHMAN

BOARDWALK DESIGN INC 166 MILL ROAD PITTSFORD, NY





BUSHNELL'S BASIN
PARKING LOT EXPANSION

No.	Revision/Issue	Date

DATE THIS PLAN WAS PREPARED

DEMO PLAN

Sheet No.	1 of 2	Drawn	PL-1
Date	3/29/22		
Scale	1" = 40'		