

F-E-S Associates

MARINE and ENVIRONMENTAL
Consulting, Planning, Engineering

18 Glenhill Drive
Rochester, New York 14618
(585) 461-4015
fes@rochester.rr.com

8 July 2014

Town Board
Town of South Bristol
6500 Gannett Hill Road West
Naples, NY 14512

RE: Request for Zoning Map Amendment
Proposed Everwilde Inn & Spa
Seneca Point Road at Coye Road/Canandaigua Lake
Town of South Bristol

Dear Supervisor Welch and Board Members:

Please accept this letter and attachments as a supplement to the 30 May 2014 application by LAD Enterprises of Canandaigua, LLC for the rezoning of approximately 45.7 acres of land comprising twenty (20) parcels located on Seneca Point Road at Coye Road. The request is to amend the designation of these parcels from their present three acre residential (R3) zoning to Planned Development (PD). A complete copy of the 30 May 2014 application package is contained as Attachment 1 to this supplement, with additions and corrections included as noted below.

This supplement specifically addresses the information and corrections as requested by the Town Board related to the requirements under Section 170-20.F of the South Bristol Zoning Code. Each item is enumerated below with the Town request in italics. This is followed by the applicant's response to the request.

E. Application and procedures for PD amendments. *The Town requires 14 additional copies of the application package – 8 for the Town Planning Board Members, 2 for the County Planning Board, 2 for Ontario County Soil & Water Conservation District, 1 for Canandaigua Watershed Council and 1 for the Town Clerk's Office for public viewing. The application fee of \$300.00 must be paid.*

Response: Twenty complete copies of this supplemental application package are being submitted along with the \$300 application fee.

(2) Clarify 'area in acres' as SEQR (attachment F) states 5.99 acres while conceptual utility map (attachment D) indicates slightly more than 8 acres. Identify types of uses or activities completed per phase.

Response: The project will result in 6.0 acres of impervious cover (buildings, pavement, hard scape). The conceptual utility plan has been corrected to be consistent with the EAF.

(3) Uses of abutting lands not indicated.

Response: Existing land uses on all abutting lands are now indicated on the mapping of lands to be rezoned in Attachment B to the application letter.

(5) SEQR C.4 Existing Community Services, should read "Cheshire Volunteer Fire Department (all reference to Naples FD should be removed).

Response: The EAF, section C.4 and letter of intent have been corrected to indicate the Cheshire Volunteer Fire Department will provide fire and emergency services.

(6) Provide full and part time employment projection.

Response: The proposed project is projected to generate 164 full time construction jobs during the construction phase and between 15-20 full time and 15-25 part time jobs for the Inn and Spa operation. This information has been added to the preliminary economic analysis.

(7) (a-c) The Town Board will need the documents signed by both the current owner (an authorized officer) and the application (by either its member or manager, depending on how the LLC is set up).

Response: The applicant is working with the Town Attorney and owner of the subject property to meet this requirement.

(8) Evidence as required by the Town Board of the applicant's ability to complete the proposed development.

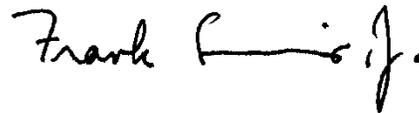
Response: The Applicant agrees to provide such evidence as reasonably required by the Town Board of the Applicant's ability to complete the proposed development,

such evidence to be provided by the Applicant prior to the issuance of any building permit for the Project.

Attachment 2 to this letter contains a letter authorizing access to the project site for officials in connection with the review of this application as required under Section 120-70(D)(1) of the zoning code. The applicant is working with the Ontario County Soil and Water Conservation District to schedule the requested field walk.

Feel free to contact me if any further information is required.

Sincerely,

A handwritten signature in black ink that reads "Frank Sciremammano, Jr." The signature is written in a cursive style with a prominent horizontal line under the name.

Frank Sciremammano, Jr, PhD, PE

CC: L Cook, LAD Enterprises
H. Jacobson
A. Champion
M. Costich
M. Bayer
D. Hanlon

Attachment 1
Rezoning Application Package of 30 May 2014
With Additions and Corrections of 7/8/14

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MARINE and ENVIRONMENTAL
Consulting, Planning, Engineering

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Rochester, New York 14618
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30 May 2014 (Revised 7/8/14)

Town Board
Town of South Bristol
6500 Gannett Hill Road West
Naples, NY 14512

RE: Request for Zoning Map Amendment
Proposed Everwilde Inn & Spa
Seneca Point Road at Coye Road/Canandaigua Lake
Town of South Bristol

Dear Supervisor Welch and Board Members:

Please accept this letter and attachments as an application by LAD Enterprises of Canandaigua, LLC for the rezoning of approximately 45.7 acres of land comprising twenty (20) parcels located on Seneca Point Road at Coye Road. The request is to amend the designation of these parcels from their present three acre residential (R3) zoning to Planned Development (PD). Attachment A to this letter contains a completed Town application form.

The subject property extends from the Seneca Point Road frontage on the west to the shoreline of Canandaigua Lake, with approximately 546 feet of Lake frontage, as shown on the map and detailed description of the lands to be rezoned contained in Attachment B to this letter. The mapping also identifies adjacent properties within 500 feet of the site and ownership of all parcels within the area proposed to be rezoned. With approval of the rezoning, an application will be made to re-subdivide the property, currently a 20 lot subdivision, into a single lot to allow the development of the Everwilde Inn & Spa.

The Everwilde Inn & Spa is proposed as an approximately 80,000 square foot inn and spa (95,000 square foot total with mechanical space) with associated site amenities. Attachment C to this letter contains a preliminary Concept Plan for the proposed development. The inn is proposed to offer 50 rooms and the approximately 18,000 square foot spa to provide 18 treatment rooms. The facility is also proposed to contain a 75 seat restaurant and bar, a 25 seat café/bakery and a banquet and reception area with two rooms that can accommodate up to 200 and 100 guests, respectively. The main facility, a tri-level terraced structure following the property

grades, will be located near the Seneca Point Road frontage. An approximately 12 foot wide cart path is proposed to follow an existing dirt road alignment to a covered seating area and restroom facilities to be located above the Canandaigua lake shoreline. A walkway and updated stair system is planned to provide pedestrian access to the shoreline, which is proposed to contain a swim platform and a total of 10 boat slips provided on 4 open docks and 1 boathouse.

The Planned Development (PD) zoning designation is appropriate for the proposed Everwilde Inn & Spa since the development is a specialized and multi-purpose use that is not specifically permitted within any of the other Town zoning districts. Importantly, the development will advance the Town goal of promoting tourism as expressed in the Town Comprehensive Plan, is located adjacent to an existing PD zone comprising the Bristol Harbour resort, and is proposed on a tract of land uniquely suited to the proposed use. The PD zoning designation provides the flexibility in design and layout necessary for this unique combination of uses and the parcel size is sufficient to allow the planned uses while preserving the scenic and natural features of the site with no detrimental impacts to the surrounding lands.

The proposed development is anticipated to be served by existing community services. This includes fire protection and emergency services from the Cheshire Volunteer Fire Department and sewer and water service from the existing, private Bristol Harbor Water Works Corporation and the Bristol Sewerage Disposal Corporation. A Utility Concept Plan illustrating how utility service to the site is proposed to be provided is contained in Attachment D to this letter. On-site stormwater management is proposed with no additional public infrastructure being necessary or proposed.

A preliminary economic analysis of the proposed project is contained in Attachment E to this letter. As detailed in the analysis, the approximately \$16.5 million development is expected to generate approximately \$370,000 in annual property tax revenue to local government entities, including approximately \$250,000 to the Naples Central School District, with little to no additional service costs to the taxing jurisdictions.

Attachment F to this letter contains a completed Part 1 of the long form Environmental Assessment Form (EAF) along with a map showing the existing conditions on the project site. Since this is an application for rezoning of a parcel in excess of 25 acres, the project is classified as a Type I action under the State Environmental Quality Review Act (SEQR). In compliance with the requirements under SEQR, it is requested that the project plans and completed Part 1 of the EAF be circulated to all other Involved and Interested Agencies to establish Lead Agency as a first step in the review process.

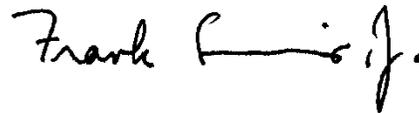
Attachment G to this letter contains a redacted copy of the Purchase and Sale between the owner of the subject property and the applicant, evidencing the owner's consent to this application.

We respectfully request that this project be placed on the agenda for the Town Board meeting of 9 June 2014. At that time, it is requested that the application be accepted, referred to the Town Planning Board for its review and report, referred to the Ontario County Planning Department

for its review and report pursuant to NY General Municipal Law Section 239(m), and forwarded to all Involved and Interested Agencies to begin the SEQR environmental review. We would also like to receive feedback from the Town on the format and/or forms necessary to establish that all current land owners agree to the map amendment, evidence demonstrating the applicant's ability to complete the development, and evidence of the authority to pursue the application.

Thank you in advance for your time and attention to this application. Our team looks forward to discussing the project with you at your meeting of 9 June. Please let us know if you have any questions or require any further information at this time.

Sincerely,

A handwritten signature in black ink that reads "Frank Sciremammano, Jr." The signature is written in a cursive, slightly slanted style.

Frank Sciremammano, Jr, PhD, PE

CC: L Cook, LAD Enterprises
H. Jacobson
A. Champion
M. Costich
M. Bayer
D. Hanlon

South Bristol Town Board
30 May 2014
(Revised 7/8/14)

Attachment A
Application for Amendment to Zoning Law

APPLICATION FOR AMENDMENT TO ZONING LAW

TOWN OF SOUTH BRISTOL
6500 GANNETT HILL RD. W., NAPLES, NY 14512

TOWN CLERK'S OFFICE

- 1. Name & address of Applicant: LAD Enterprises of Canandaigua, LLC, 142 Chamberlain Road, Honeoye Falls, NY 14472
2. Name & address of Applicant's Attorney: Ashley Champion, Nixon Peabody LLP, 1300 Clinton Square, Rochester, NY 14604
3. The interest of Applicant is: contract vendee under Purchase and Sale agreement
4. If interest is other than "owner", furnish name and address of owner: Wegmans Food Markets, Inc, 100 Market Street, Rochester, NY 14624
5. Location of subject property: Seneca Point Road at the intersection of Coye Road. Parcel is 45.7 acres and extends from Seneca Point Road to the Canandaigua Lake Shoreline
6. Present Zoning District is Three Acre Residential - R3
7. Zoning District requested is Planned Development - PD
8. Existing use of land and/or buildings is: One single family home near Seneca Point Road with the remainder brush, grass and woods.
9. Proposed use of land and/or buildings is as follows (describe in detail): Inn and spa with 50 hotel rooms and 18 spa treatment rooms, a 75 seat restaurant, a 25 seat cafe/bakery, a banquet/reception area with two rooms (300 maximum seats), and a 12 foot wide cart path leading to a covered seating area, swim platform and 10 boat slips at the lake.
10. Plot plan (attached to application) showing the following:
a. Property lines.
b. Proposed building or buildings (main and accessory).
c. Height of building or buildings.
d. Yards - front, side, rear, and buffer.
e. Off-street parking areas, and means of access to public roads or street.
f. Existing use of properties abutting or opposite the subject properties.

Date received: Fee Date NUMBER

Referred to T. Planning Board Action

Referred to Co. Planning Board Action

Publication: Newspaper

Hearing: Date Time Place

Order:

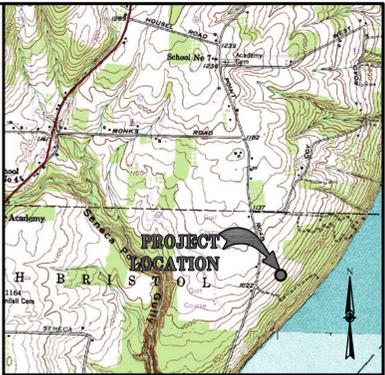
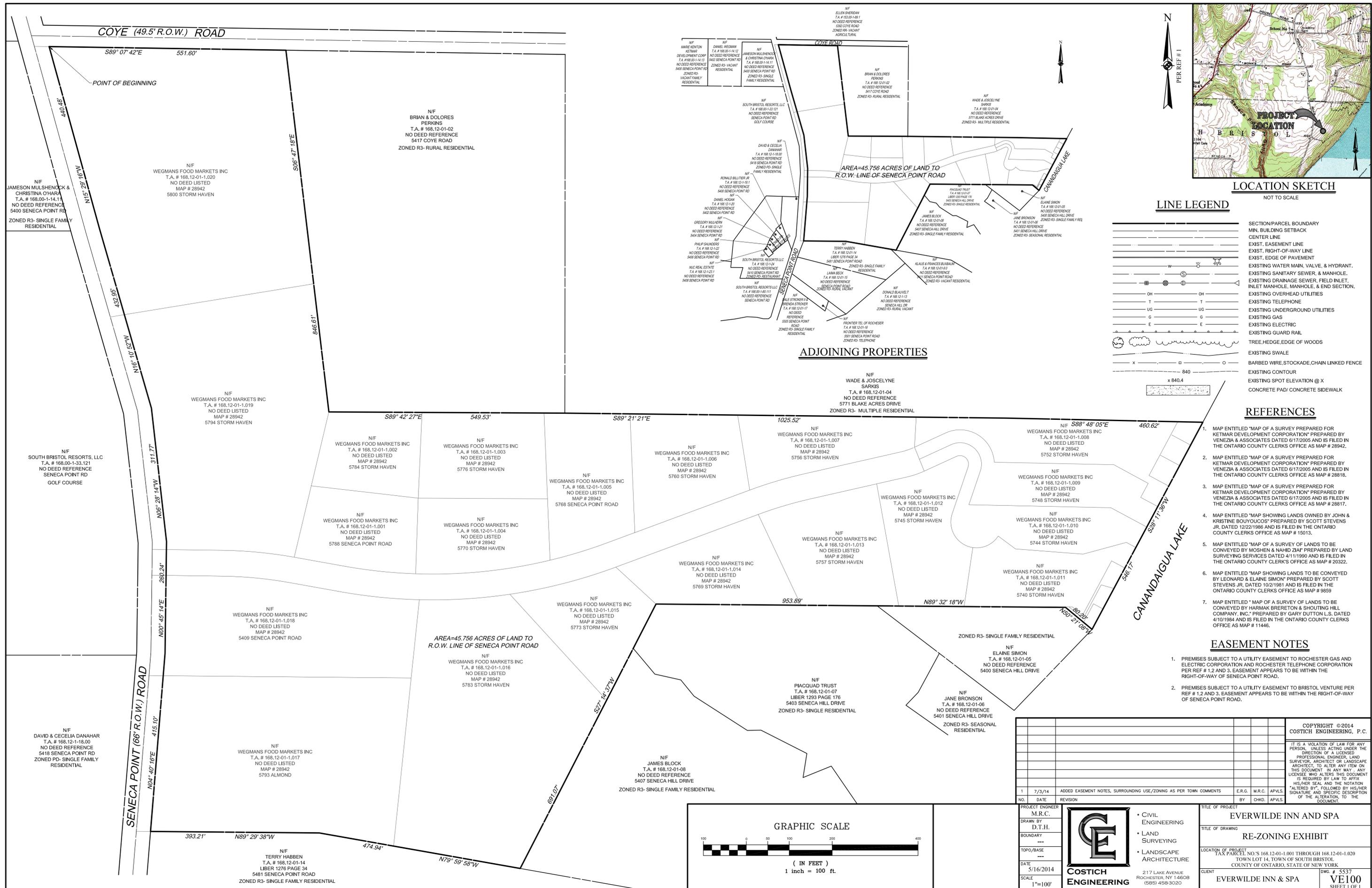
Attachment B
Description and Mapping of Lands to be Rezoned

DESCRIPTION OF LANDS TO BE RE-ZONED

All that tract or parcel of land, situate in Town Lot 14, Town of South Bristol, County of Ontario, and State of New York, and being more particularly described as follows:

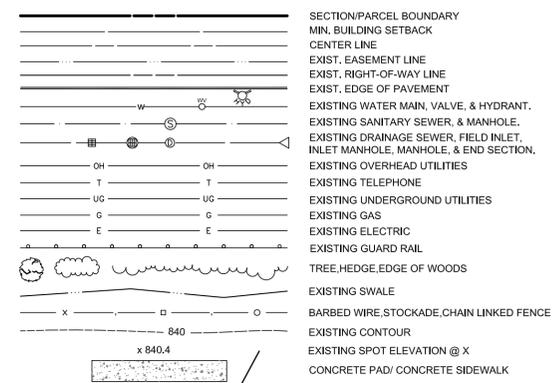
Beginning at the intersection of the south right-of-way line of Coye Road (49.5' R.O.W) with the east right-of-way line of Seneca Point Road (66' R.O.W.); thence

1. S89°07'42"E, a distance of 551.60 feet to a point; thence
2. S06°47'18"E, a distance of 846.61 feet to a point; thence
3. S89°42'27"E, a distance of 549.53 feet to a point; thence
4. S89°21'21"E, a distance of 1,025.52 feet to a point; thence
5. S88°48'05"E, a distance of 460.62 feet to a point; thence
6. S28°11'36"W, a distance of 546.17 feet to a point; thence
7. N50°21'08"W, a distance of 80.20 feet to a point; thence
8. N89°32'18"W, a distance of 953.89 feet to a point; thence
9. S27°14'37"W, a distance of 691.07 feet to a point; thence
10. N79°59'58"W, a distance of 474.94 feet to a point; thence
11. N89°29'38"W, a distance of 393.21 feet to a point on said east bounds of Seneca Point Road; thence
12. N04°40'16"E, and along said east bounds of Seneca Point Road, a distance of 415.10 feet to a point; thence
13. N00°45'14"E, and along said east bounds of Seneca Point Road, a distance of 260.24 feet to a point; thence
14. N06°28'14"W, and along said east bounds of Seneca Point Road, a distance of 311.77 feet to a point; thence
15. N16°10'52"W, and along said east bounds of Seneca Point Road, a distance of 432.95 feet to a point; thence
16. N15°29'16"W, and along said east bounds of Seneca Point Road, a distance of 440.48 feet to the point and place of beginning. Containing 45.756 acres of land, more or less.



LOCATION SKETCH
NOT TO SCALE

LINE LEGEND

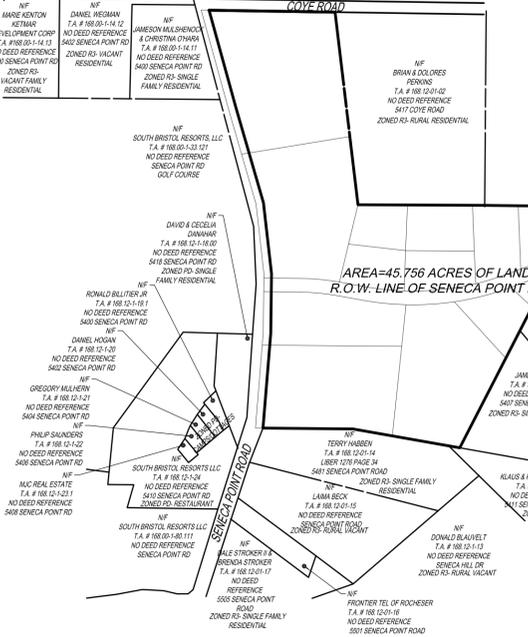


REFERENCES

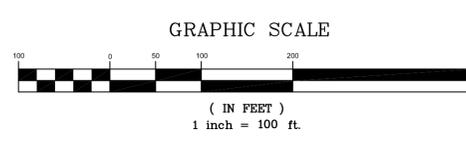
- MAP ENTITLED "MAP OF A SURVEY PREPARED FOR KETMAR DEVELOPMENT CORPORATION" PREPARED BY VENEZIA & ASSOCIATES DATED 6/17/2005 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 28942.
- MAP ENTITLED "MAP OF A SURVEY PREPARED FOR KETMAR DEVELOPMENT CORPORATION" PREPARED BY VENEZIA & ASSOCIATES DATED 6/17/2005 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 28818.
- MAP ENTITLED "MAP OF A SURVEY PREPARED FOR KETMAR DEVELOPMENT CORPORATION" PREPARED BY VENEZIA & ASSOCIATES DATED 6/17/2005 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 28917.
- MAP ENTITLED "MAP SHOWING LANDS OWNED BY JOHN & KRISTINE BOYUOJOS" PREPARED BY SCOTT STEVENS JR. DATED 12/22/1986 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 15013.
- MAP ENTITLED "MAP OF A SURVEY OF LANDS TO BE CONVEYED BY MOSHEN & NAHID ZIAI" PREPARED BY LAND SURVEYING SERVICES DATED 4/11/1990 AND IS FILED IN THE ONTARIO COUNTY CLERK'S OFFICE AS MAP # 20322.
- MAP ENTITLED "MAP SHOWING LANDS TO BE CONVEYED BY LEONARD & ELAINE SIMON" PREPARED BY SCOTT STEVENS JR. DATED 10/2/1981 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 9859.
- MAP ENTITLED "MAP OF A SURVEY OF LANDS TO BE CONVEYED BY HARMAK BRERETON & SHOUTING HILL COMPANY, INC." PREPARED BY GARY DUTTON L.S. DATED 4/10/1984 AND IS FILED IN THE ONTARIO COUNTY CLERKS OFFICE AS MAP # 11446.

EASEMENT NOTES

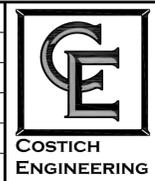
- PREMISES SUBJECT TO A UTILITY EASEMENT TO ROCHESTER GAS AND ELECTRIC CORPORATION AND ROCHESTER TELEPHONE CORPORATION PER REF # 1, 2 AND 3. EASEMENT APPEARS TO BE WITHIN THE RIGHT-OF-WAY OF SENECA POINT ROAD.
- PREMISES SUBJECT TO A UTILITY EASEMENT TO BRISTOL VENTURE PER REF # 1, 2 AND 3. EASEMENT APPEARS TO BE WITHIN THE RIGHT-OF-WAY OF SENECA POINT ROAD.



ADJOINING PROPERTIES



PROJECT ENGINEER M.R.C.		TITLE OF PROJECT EVERWILDE INN AND SPA	
DRAWN BY D.T.H.		TITLE OF DRAWING RE-ZONING EXHIBIT	
BOUNDARY ---		LOCATION OF PROJECT TAX PARCEL NO.'S 168.12-01-1.001 THROUGH 168.12-01-1.020 TOWN LOT 14, TOWN OF SOUTH BRISTOL, COUNTY OF ONTARIO, STATE OF NEW YORK	
TOPO/BASE ---		CLIENT EVERWILDE INN & SPA	
DATE 5/16/2014		DWG. # 5537	
SCALE 1"=100'		SHEET 1 OF 1	
NO. DATE REVISION		BY CHKD. APVLS.	
1 7/3/14 ADDED EASEMENT NOTES, SURROUNDING USE/ZONING AS PER TOWN COMMENTS		E.R.G. M.R.C. APVLS.	



CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

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COSTICH ENGINEERING, P.C.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY," FOLLOWED BY HIS/HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATION, TO THE DOCUMENT.

Attachment C
Preliminary Concept Plan



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SCALE:	CHECKED BY:	DRAWN BY:	DESIGNED BY:	DATE:	No.	REVISIONS	BY	DATE
1" = 100'	MHB	MES	BAYERLA	May 2014				

PROJECT: Everwilde Inn & Spa TOWN OF SOUTH BRISTOL, NEW YORK	DRAWING TITLE: CONCEPT SITE PLAN
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Attachment D
Utility Concept Plan

COYE ROAD

MATCH LINE - SEE LOWER LEFT



LEGEND		
	EXISTING	PROPOSED
TREE, HEDGE, EDGE OF WOODS		
EASEMENT		
STORM MANHOLE		
SANITARY SEWER		
SANITARY MANHOLE		
HYDRANT W/VALVE		
WATERMAIN		
CURB		
EDGE OF PAVEMENT		
RIGHT-OF-WAY LINE & PROPERTY LINE		
BUILDING		
CONTOURS		
STORM MANHOLE		
PUMP STATION		



SITE DATA

- THE AREA OF THE SITE IS EQUAL TO 45.7 ACRES. THE EXISTING SITE IS SUBDIVIDED INTO 20 SINGLE FAMILY LOTS FOR A PROJECT KNOWN AS SENECA POINT LANDING. THE EXISTING ZONING OF THE SITE IS R-3. SENECA POINT LANDING PROJECT (PREVIOUSLY APPROVED 20 LOT RESIDENTIAL) ALSO INCLUDES 5 MOORINGS AND 20 BOATSLIPS IN 5 SHARED DOCKS.
- THE PROPOSED ZONING OF THE EVERWILDE PROJECT IS PLANNED DEVELOPMENT DISTRICT (PD). THE REQUIRED AREA OF A PD DISTRICT IS EQUAL TO 25 ACRES. THE PROPOSED BULK DATA FOR THE EVERWILDE PD IS:

PROPOSED	
FRONT SETBACK	75'
SIDE SETBACK	100.0'±
REAR SETBACK	500'±
BUILDING HEIGHT	2 STORIES (EXCLUDING WALK-OUT)
BUILDING COVERAGE	4%±
IMPERVIOUS COVERAGE	13%±
BUILDING AREA	80,000 SQFT± 15,000 SQFT± MECHANICAL
- USE

USE	DESCRIPTION	PARKING DEMAND*
1) SPA	18 ROOMS	30
2) DINING ROOM	75 SEATS	20
3) CAFE	25 SEATS	10
4) RECEPTION	200+100=300 SEATS	100
5) HOTEL	50 ROOM	50
6) DOCKS	5 DOCKS (10 SLIPS)	— (12 CART PATH)
7) DOCK RESTROOM / PAVILION	50 SEATS	—
TOTAL		260 (260 SPACES PROVIDED)
- WATER TO BE PROVIDED BY THE BRISTOL WATER WORKS CORPORATION. SEWER TO BE PROVIDED BY BRISTOL SEWERAGE DISPOSAL CORPORATION.

GRAPHIC SCALE



(IN FEET)
1 inch = 100ft.

NO.	DATE	REVISION	BY	CHKD.	APVLS.
1	7/3/14	REVISED SITE DATA AS PER TOWN COMMENTS	E.R.G.	M.R.C.	

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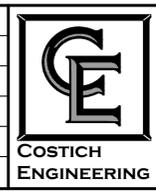
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PROJECT ENGINEER
M.R.C.
DRAWN BY
E.R.G.
BOUNDARY

TOPORBASE

DATE
05/23/2014
SCALE
1"=100'



• CIVIL ENGINEERING
• LAND SURVEYING
• LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

TITLE OF PROJECT EVERWILDE INN AND SPA	DWG # 5537
TITLE OF DRAWING CONCEPTUAL SITE/UTILITY PLAN	CN100
LOCATION OF PROJECT TAX PARCEL NO. S 168 12-01-1,001 THROUGH 168 12-01-1,020 TOWN LOT 14, TOWN OF SOUTH BRISTOL COUNTY OF ONTARIO, STATE OF NEW YORK	SHEET 1 OF 1
CLIENT EVERWILDE INN & SPA	

South Bristol Town Board
30 May 2014
(Revised 7/8/14)

Attachment E
Preliminary Economic Analysis

**Preliminary Economic Analysis
Proposed Everwilde Inn & Spa
Seneca Point Road
Town of South Bristol
May 2014
(Revised 7/8/14)**

The Everwilde Inn & Spa is a proposed development on an approximately 45.7 acre property on Seneca Point Road in the Town of South Bristol. The project is proposed to include a 50 room inn, an approximately 18,000 square foot spa containing 18 treatment rooms, a 75 seat restaurant and bar, a 25 seat café/bakery and a banquet/reception with 2 rooms seating up to 200 and 100 guests, respectively. These elements are all connected within a three section, terraced building located near the Seneca Point Road frontage. In addition, a 12 foot wide cart path will lead from the inn building to the Canandaigua Lake shoreline where a covered seating area and restrooms will be located. A pedestrian walkway and updated stairway will lead to a swim platform and a boardwalk connecting to 4 open docks and a boathouse, providing a total of 10 boat slips.

While the final cost for the project will depend upon detailed plans for interior finishes and service equipment, a preliminary estimate is based upon a gross construction cost of \$200 per square foot for the approximately 80,000 square feet utilized for the Inn and Spa plus approximately \$200,000 for the shoreline access improvements. On this basis, the total project cost is estimated at \$16.2 million. It is noted that these are preliminary projections based on the anticipated cost of the project. The applicant is not guarantying any particular tax revenues will be realized by the taxing jurisdictions as a result of the project and is instead providing these numbers as an accommodation to the Town in reviewing the general economic benefits that may be realized in connection with the project.

Assuming that this construction cost is utilized for the Town of South Bristol assessment, the assessed value for taxing purposes would be \$16.2 million since the Town is at a 100% valuation. Applying the current tax rates for the County, Town, Fire District and School District to this assumed assessed value results in the following project annual property taxes after project completion:

Taxing Entity	rates (\$/1,000)	annual property tax
County	\$6.32	\$102,414.81
town	\$0.64	\$10,372.55
Cheshire Fire (FD463)	\$0.40	\$6,472.95
Naples Central SD	\$15.41	\$249,712.44
totals		\$368,972.76

As indicated, the total annual property tax will be approximately \$370,000 with the majority, almost \$250,000, going to the Naples Central School District. It is noted that the additional costs of government services for this project, including the school district, are negligible since no

additional road or infrastructure maintenance to support the site will be necessary and no additional students will be introduced to the school district. Thus, the property tax revenue generated by the project will be net additional income to the taxing entities with little to no additional cost of services being provided.

The potential market area for the Everwilde Inn and Spa is regional as the closest comparable facility is located in Skaneateles, NY. Thus, it is expected that the Inn and Spa will draw from a region extending from the Syracuse, NY to the Buffalo, NY in addition to providing an added attraction for the Finger Lakes region, increasing the tourist visits from a much wider area extending along the populous east coast I-95 corridor to the populous Toronto, Ontario region and beyond. The restaurant, café/bakery and reception facilities are expected to serve a closer region consisting of the Rochester, NY metropolitan area, the southern tier communities as well as the nearby Finger Lakes communities.

The proposed project is projected to generate 164 full time construction jobs during the construction phase, between 15-20 full time and 15-25 part time jobs for the Inn and Spa operation.

A preliminary development schedule would have construction commence in the fall of 2014, pending receipt of all necessary approvals, with an opening of at least a portion of the facility in the late summer or fall of 2015, and a full operation commencing no later than spring of 2016.

Attachment F
Part 1 of the Long Form EAF
Existing Conditions Map

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures: **1 primary building plus seating areas, docks, boathouse and pool**

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet *** two story- grade varies**

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____

- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____

 - Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
 ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations: **(except banquet facilities)**
 • Monday - Friday: _____
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input type="checkbox"/> No	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input type="checkbox"/> No	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. 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"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

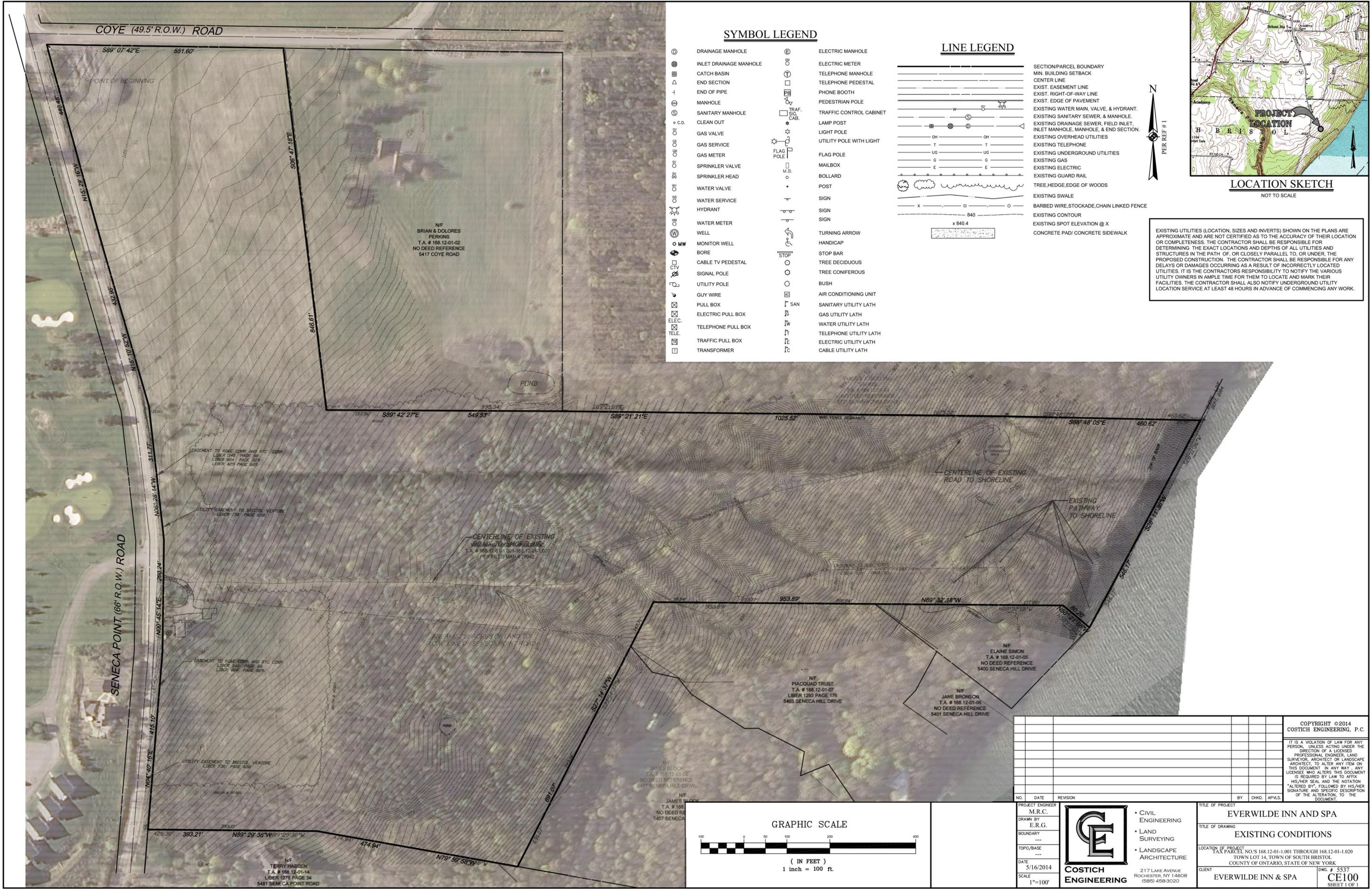
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature Frank [Signature] _____ Title _____

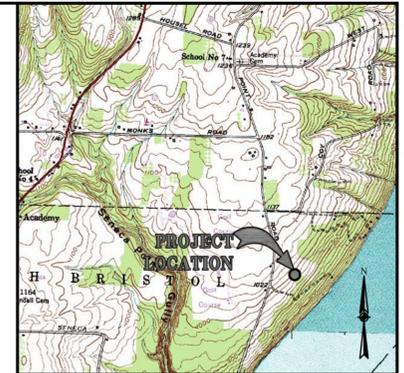


SYMBOL LEGEND

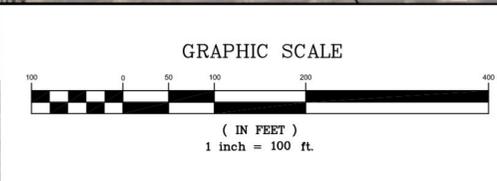
- | | | | |
|---|------------------------|---|-------------------------|
| ⊙ | DRAINAGE MANHOLE | ⊙ | ELECTRIC MANHOLE |
| ⊕ | INLET DRAINAGE MANHOLE | ⊙ | ELECTRIC METER |
| ⊕ | CATCH BASIN | ⊙ | TELEPHONE MANHOLE |
| ⊕ | END SECTION | ⊙ | TELEPHONE PEDESTAL |
| ⊕ | END OF PIPE | ⊙ | PHONE BOOTH |
| ⊕ | MANHOLE | ⊙ | PEDESTRIAN POLE |
| ⊕ | SANITARY MANHOLE | ⊙ | TRAFFIC CONTROL CABINET |
| ⊕ | CLEAN OUT | ⊙ | LAMP POST |
| ⊕ | GAS VALVE | ⊙ | LIGHT POLE |
| ⊕ | GAS SERVICE | ⊙ | UTILITY POLE WITH LIGHT |
| ⊕ | GAS METER | ⊙ | FLAG POLE |
| ⊕ | SPRINKLER VALVE | ⊙ | MAILBOX |
| ⊕ | SPRINKLER HEAD | ⊙ | BOLLARD |
| ⊕ | WATER VALVE | ⊙ | POST |
| ⊕ | WATER SERVICE | ⊙ | SIGN |
| ⊕ | HYDRANT | ⊙ | SIGN |
| ⊕ | WATER METER | ⊙ | SIGN |
| ⊕ | WELL | ⊙ | TURNING ARROW |
| ⊕ | MONITOR WELL | ⊙ | HANDICAP |
| ⊕ | BORE | ⊙ | STOP BAR |
| ⊕ | CABLE TV PEDESTAL | ⊙ | TREE DECIDUOUS |
| ⊕ | SIGNAL POLE | ⊙ | TREE CONIFEROUS |
| ⊕ | UTILITY POLE | ⊙ | BUSH |
| ⊕ | GUY WIRE | ⊙ | AIR CONDITIONING UNIT |
| ⊕ | PULL BOX | ⊙ | SANITARY UTILITY LATH |
| ⊕ | ELECTRIC PULL BOX | ⊙ | GAS UTILITY LATH |
| ⊕ | TELEPHONE PULL BOX | ⊙ | WATER UTILITY LATH |
| ⊕ | TRAFFIC PULL BOX | ⊙ | TELEPHONE UTILITY LATH |
| ⊕ | TRANSFORMER | ⊙ | ELECTRIC UTILITY LATH |
| ⊕ | | ⊙ | CABLE UTILITY LATH |

LINE LEGEND

- | | |
|-----|--|
| --- | SECTION/PARCEL BOUNDARY |
| --- | MIN. BUILDING SETBACK |
| --- | CENTER LINE |
| --- | EXIST. EASEMENT LINE |
| --- | EXIST. RIGHT-OF-WAY LINE |
| --- | EXIST. EDGE OF PAVEMENT |
| --- | EXISTING WATER MAIN, VALVE, & HYDRANT. |
| --- | EXISTING SANITARY SEWER, & MANHOLE. |
| --- | EXISTING DRAINAGE SEWER, FIELD INLET, INLET MANHOLE, MANHOLE, & END SECTION. |
| --- | EXISTING OVERHEAD UTILITIES |
| --- | EXISTING TELEPHONE |
| --- | EXISTING UNDERGROUND UTILITIES |
| --- | EXISTING GAS |
| --- | EXISTING ELECTRIC |
| --- | EXISTING GUARD RAIL |
| --- | TREE, HEDGE, EDGE OF WOODS |
| --- | EXISTING SWALE |
| --- | BARBED WIRE, STOCKADE, CHAIN LINKED FENCE |
| --- | EXISTING CONTOUR |
| --- | EXISTING SPOT ELEVATION @ X |
| --- | CONCRETE PAD/ CONCRETE SIDEWALK |



EXISTING UTILITIES (LOCATION, SIZES AND INVERTS) SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES AND STRUCTURES IN THE PATH OF, OR CLOSELY PARALLEL TO, OR UNDER, THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES OCCURRING AS A RESULT OF INCORRECTLY LOCATED UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN AMPLE TIME FOR THEM TO LOCATE AND MARK THEIR FACILITIES. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND UTILITY LOCATION SERVICE AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK.



NO.				DATE				REVISION							

PROJECT ENGINEER M.R.C. DRAWN BY E.R.G. BOUNDARY --- TOPO/BASE --- DATE 5/16/2014 SCALE 1"=100'		<p>COSTICH ENGINEERING 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020</p>	TITLE OF PROJECT EVERWILDE INN AND SPA TITLE OF DRAWING EXISTING CONDITIONS LOCATION OF PROJECT TAX PARCEL NO. S 168.12.01-1.001 THROUGH 168.12.01-1.020 TOWN LOT 14, TOWN OF SOUTH BRISTOL COUNTY OF ONTARIO, STATE OF NEW YORK CLIENT EVERWILDE INN & SPA DWG. # 5537 CE100 SHEET 1 OF 1
COPYRIGHT ©2014 COSTICH ENGINEERING, P.C. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY," FOLLOWED BY HIS/HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATION, TO THE DOCUMENT.			CIVIL ENGINEERING LAND SURVEYING LANDSCAPE ARCHITECTURE

Attachment G
Redacted Purchase and Sale Contract

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (the "Contract") made this 28th day of May, 2014, by and between **WEGMANS FOOD MARKETS, INC.**, a New York corporation having its principal place of business at 1500 Brooks Avenue, P.O. Box 30844, Rochester, New York 14603-0844 ("Seller") and **LAD ENTERPRISES OF CANANDAIGUA, LLC**, a New York limited liability company having an office at 142 Chamberlain Road, Honeoye Falls, New York 14472. ("Buyer").

WITNESSETH:

In consideration of One Dollar and of the mutual covenants and agreements herein contained, and intending to be legally bound, the Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase from the Seller that certain real property described below upon the following terms and conditions.

1. **PROPERTY** The real property in question consists of twenty (20) parcels of land known as Seneca Point Landing located in the Town of South Bristol, Ontario County, State of New York, which consists of approximately 46.9 acres of vacant land including a single family dwelling situate on Lot 18, all as described more particularly on the **Exhibit "A"** attached hereto and made a part hereof, together with all right, title and interest of Seller in and to any and all easements and rights of way appurtenant thereto, all permits and licenses relating thereto, and all sewer, water and other utility service contracts and agreements related thereto without any representation as to whether any such contracts and agreements exist or are transferable (collectively, the "Property").

2. **PURCHASE PRICE** - The total purchase price shall be [REDACTED] payable as follows:

(a) A deposit (the "Deposit") [REDACTED] upon execution of this Contract, to be held by a mutually agreeable escrow agent in escrow in an interest bearing account until the Closing (as hereafter defined) or until the termination of this Contract.

(b) The remaining balance of the purchase price shall be all due and payable in immediately available funds at the Closing.

The Deposit, together with all interest accrued thereon, shall be applied against the purchase price at the Closing. In the event that this transaction shall fail to close for any reason other than a failure of the conditions in Sections 3 or 6 or a default by Seller, the deposit plus interest thereon may be retained by Seller.

3. **CONTINGENCIES** - This Contract, and the rights and obligations of the parties hereunder, shall be contingent upon:

(a) Buyer shall have obtained all zoning approvals, variances and other municipal approvals, on terms and conditions acceptable to Buyer and in final non-appealable form, necessary to construct Buyer's intended improvements upon, and to operate Buyer's intended business from, the Property (which is as a commercial inn, spa, restaurant and banquet facility) (collectively, the "Zoning Approvals"). Seller shall reasonably cooperate with Buyer and join with Buyer or sign any applications or other documents to the extent necessary to assist Buyer in obtaining the Zoning Approvals. The Buyer shall have [REDACTED] date of this Contract (the "Zoning Contingency Period") to obtain all Zoning Approvals. If this contingency has not been satisfied within the Zoning Contingency Period, or if it becomes apparent to the Buyer that the Zoning Approvals will not be able to be obtained on terms and conditions acceptable to the Buyer during the Zoning Contingency Period, then Buyer may terminate this Contract by providing written notice to Seller at any time prior to the end of the Zoning Contingency Period and upon receipt of such notice, Seller shall promptly return to Buyer the Deposit plus accrued interest. If, despite the Buyer's diligent and good faith efforts, Buyer has been unable to obtain all Zoning Approvals on or before the end of the Zoning Contingency Period, then Buyer shall have a one time right, upon written notice delivered to the Seller prior to the end of the Zoning Contingency Period, to extend the Zoning Contingency Period for one additional period [REDACTED]

(b) The results of an environmental and soils assessment of the Property (the "Assessment"). [REDACTED] the date of this Contract (the "Environmental Contingency Period") to complete the Assessment. If the results of the Assessment are unacceptable to Buyer in its reasonable discretion, then Buyer may terminate this Contract by providing written notice to Seller by the end of the Environmental Contingency Period and upon receipt of such notice, Seller shall promptly return to Buyer the Deposit plus accrued interest. During the Environmental Contingency Period, Buyer shall have the right to enter the Property at reasonable times and upon prior notice to Seller for purposes of performing the Assessment. In connection therewith, Buyer or its agents shall have the right to perform all environmental, surveying, engineering, soil borings and other tests with respect to the Property and any improvements located thereon; provided, however, that any soil borings or any other invasive environmental testing shall require Seller's prior written consent in each instance and such consent shall be in Seller's sole discretion. Prior to Buyer's entry, Buyer shall provide Seller with proof of liability insurance acceptable to Seller, covering Buyer's use and occupation of the Property and naming Seller as additional insured. Buyer hereby covenants and agrees, at Buyer's sole cost and expense, to indemnify, defend and hold Seller harmless from and against any cost, loss or damage to property or injuries or death to person (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) by reason of Buyer's entry onto the Property and its activities thereon, unless caused by Seller's negligence or willful act. Buyer and its agents shall promptly restore the Property to substantially the same condition as it was immediately prior to Buyer's inspection. If Buyer fails to restore the Property as required herein, Seller may (but shall not be obligated to) restore the Property and Buyer shall indemnify and hold Seller harmless from any reasonable expenses, including, without limitation, reasonable attorneys' fees incurred by Seller in connection with such restoration (the "Restoration Costs"). In the event Seller restores the Property, Seller shall have the right to deduct the Restoration Costs from the Deposit. Buyer's obligations under this Section 3(b) shall survive the Closing or termination of this Contract.

4. **CLOSING** - The closing of this transaction (the "Closing") shall take place on such date (the "Closing Date") that is within sixty (60) days after the removal or waiver of all contingencies stated in Section 3 above. The Closing shall take place at a location that is mutually agreeable to the parties hereto.

5. **POSSESSION** - The Seller shall vacate the Property and the Buyer shall have possession thereof as of the Closing Date. Seller shall, prior to the Closing, remove any equipment or debris located on the Property.

6. **MARKETABILITY OF TITLE** - Transfer of title to the Property shall be by bargain and sale deed with lien law covenant. That deed shall be sufficient to convey to the Buyer at the Closing good and marketable title to the Property or as otherwise agreed in this Contract. Within ten (10) days of the date of this Contract, Seller will provide Buyer with copies of any existing title searches, title insurance policies, surveys, or contracts affecting the Property in the possession of Seller. Seller will have no obligation to create or purchase any such materials or documents. Such documents will be delivered to Buyer without representation or warranty of any kind by Seller. Buyer may, at its sole cost and expense, obtain a title search and survey of the Property. Buyer may, within sixty (60) days after the date of this Contract, send written notice to Seller of those items identified in the title search and/or survey which are unacceptable to Buyer. Within thirty (30) days of receipt of such notice from Buyer, Seller may, but shall not be required to, take measures of any kind, or bring any action or proceeding to cure any such title objections in accordance with this Contract. Seller may, but shall not be required to, have a period of thirty (30) days, which may or may not include an adjournment of the Closing Date, to cure any such defects, at no cost or expense to Buyer. If Seller does not so elect to cure, or does not cure, such defects within such thirty (30) day period, Buyer may either (i) terminate this Contract in which event the Deposit plus accrued interest shall be refunded to Buyer, or (ii) accept the nature of the title without any adjustment to the Purchase Price.

7. **CLOSING COSTS** - The Seller shall pay the real property transfer tax, and any other tax, fee or imposition arising out of the transfer of title to the Property. Buyer shall pay all mortgage taxes; recording or filing fees and title company charges incurred in connection with the recording the deed to the Property; Buyer's title insurance (including, but not limited to, closing continuation charges) and survey costs, if any. All real property taxes, rents, water and pure waters charges, and sewer charges will be pro rated and adjusted between the parties as of the Closing Date.

8. **RISK OF LOSS; COVENANT TO MAINTAIN** - Risk of loss or damage to the Property shall be assumed by the Seller until transfer of title. If substantial damage to the Property occurs prior to transfer of title, or if an action or proceeding is commenced to condemn any portion of the Property, Buyer may terminate this contract without further liability upon providing written notice of termination to Seller. Seller agrees that it shall, during the term of this Contract, keep the Property in substantially the same condition as it exists on the effective date of this Contract and will not materially disturb, alter or otherwise change the appearance or character of the Property as exists on the effective date of this Contract, except for the placing of

additional fill on that portion of the Property known as Lot 20 and the subsequent grading and seeding thereof.

9. **BROKER COMMISSIONS** - It is understood and agreed that there are no brokers involved in this transaction. Seller and Buyer shall indemnify and defend each other against any costs, or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this Section.

10. **REMEDIES** - This Contract and the terms contained herein shall be binding upon the parties hereto and their respective successors and assigns. In the event of a default by Seller hereunder, Buyer shall be entitled to a refund of any deposit made pursuant to Section 2 hereof. In the event of a default by Buyer hereunder, Seller shall retain any deposit made pursuant to Section 2 hereof as liquidated damages, it being agreed that the retention of such deposit shall be a complete and adequate remedy for any loss incurred by Seller hereunder and shall be Seller's sole remedy in the event of any default by Buyer.

11. **REPRESENTATIONS AND WARRANTIES OF SELLER** - Seller represents and warrants to Buyer as of the date of this Contract and as of the Closing:

(a) The execution, delivery and performance of this Contract and of every term, covenant or condition herein have been duly authorized and all necessary action has been taken to enter into and consummate this Contract.

(b) Seller has all necessary power and authority to enter into and carry out this Contract according to its terms. Seller is not a foreign entity as defined in the Foreign Investors Real Property Tax Act (FIRPTA) and will, upon request, provide to Buyer at the Closing an affidavit confirming that status.

(c) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

12. **ENTIRE AGREEMENT** - The terms contained in this Contract represent the entire agreement of the parties with respect to this transaction and may not be altered or modified except by written agreement executed by both parties.

13. **IRC 1031**. The parties shall cooperate with each other if either intends to use this transaction as part of a Like-Kind exchange within the meaning of IRC 1031, provided that: (a) neither party shall have any responsibility, obligation or liability with respect to the tax consequences of the other; (b) neither party shall be obligated to delay the Closing; and (c) all additional costs in connection with the exchange should be borne by the party requesting cooperation in the tax deferred exchange. Each party shall be indemnified and held harmless by the other against any liability which arises or is claimed to have arisen on account of its cooperation in connection with any such deferred exchange.

14. **MISCELLANEOUS**

(a) This Contract shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

(b) Should either Seller or Buyer employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Contract, or to recover damages for the breach of this Contract, the prevailing party shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees in the trial and appellate courts, expended or incurred in connection therewith.

(c) No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

(d) The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

(e) All notices under this Contract shall be in writing and shall be sent by certified or registered mail, return receipt requested, Federal Express or similar private overnight carrier, addressed to the party for which such notice is intended, at such party's address set forth below or at such other address as may be provided by such party to the other parties by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective on the date of delivery to the overnight carrier or on the third day following deposit in the mail, as the case may be, addressed as follows:

To the Seller: WEGMANS FOOD MARKETS, INC.
1500 Brooks Avenue, P.O. Box 30844
Rochester, New York 14603-0844
Attention: Senior VP, Real Estate Development

With a copy to: WEGMANS FOOD MARKETS, INC.
1500 Brooks Avenue, P.O. Box 30844
Rochester, New York 14603-0844
Attention: General Counsel

To the Buyer: LAD ENTERPRISES OF CANANDAIGUA, LLC
142 Chamberlain Road
Honeoye Falls, New York 14472

With a copy to: Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14472
Attn: John A. Anderson, Esq.

Notwithstanding anything contained herein to the contrary, the attorneys for the parties identified herein are authorized to issue and receive notices and to consent to adjournments on behalf of their respective clients provided the same are in writing and

clearly state that such notice is being given by such attorneys pursuant to the authority conferred pursuant to this Section.

(f) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and assigns.

(g) This Contract may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first above written.

SELLER:

WEGMANS FOOD MARKETS, INC.

By: Daniel R. Wegman
Name: Daniel R. Wegman
Title: Chairman and Chief Executive Officer

BUYER:

**LAD ENTERPRISES OF CANANDAIGUA,
LLC**

By: Laura Cook
Name: Laura Cook
Title: President/CEO

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of South Bristol, County of Ontario and State of New York, being Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19 and 20 as shown on a survey map made by Rocco A. Venezia dated June 17, 2005 and last revised August 8, 2005 entitled "Map of survey prepared for Ketmar Development Corporation", and filed in the Ontario County Clerk's Office as map number 28942.

Attachment 2
Letter of Permission for Access by Officials



POST OFFICE BOX 30844
ROCHESTER, NEW YORK 14603-0844

RALPH A. UTTARO
SENIOR VICE PRESIDENT
REAL ESTATE/DEVELOPMENT

(585) 328-2550
Fax: (585) 429-3643
E-mail: ralph.uttaro@wegmans.com

June 25, 2014

LAD Enterprises of Canandaigua, LLC
142 Chamberlain Road
Honeoye Falls, New York 14472
Attention: Laura Cook, President/CEO

Dear Ms. Cook:

Re: Purchase and Sale Contract, dated May 28, 2014, (the "Contract") between Wegmans Food Markets, Inc., as seller, ("Wegmans") and LAD Enterprises of Canandaigua, LLC, as buyer, ("Buyer") regarding twenty parcels of land known as Seneca Point Landing, which consists of approximately 46.9 acres of land located on Seneca Point Road in the Town of South Bristol, New York (the "Property")

It is our understanding that the Town of South Bristol has requested written authorization from Wegmans allowing governmental officials involved in the Town of South Bristol zoning process, including those from Ontario County Soil and Water Conservation District, (collectively, the "Officials") to enter onto the Property to conduct various assessments.

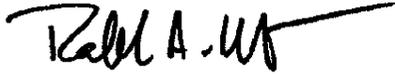
Wegmans, as owner of the Property, consents to allowing the Officials to enter onto the Property for purposes of inspecting the existing conditions and performing assessments needed in connection with the zoning process provided the rights and obligations of Buyer in Section 3(b) of the Contract apply for the inspections and assessments by the Officials. This includes the following:

- a. Any soil borings or any other invasive testing by Buyer or the Officials shall require Wegmans' consent in each instance and such consent shall be in Wegmans' sole discretion;
- b. Prior to entry on the Property by Buyer or the Officials, Buyer shall provide Wegmans with proof of liability insurance acceptable to Wegmans covering Buyer's and the Officials' use and occupation of the Property and naming Wegmans as additional insured;
- c. Buyer covenants and agrees, at Buyer's sole cost and expense, to indemnify, defend and hold Seller harmless from and against any cost, loss or damage to property or injuries or death to person (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) by reason of Buyer's or the Officials' entry onto the Property and their activities thereon, unless caused by Seller's negligence or willful act; and

- d. Buyer shall promptly restore the Property to substantially the same condition as it was immediately prior to Buyer's and the Officials' inspections.

Please indicate your agreement by signing below and returning a copy of this letter to me.

Very truly yours,



Ralph A. Uttaro

Acknowledged and agreed to the

8th day of July, 2014.

LAD ENTERPRISES OF CANANDAIGUA, LLC

By: Laura Cook

Name: Laura Cook

Title: President/CEO

cc: John A. Anderson, Esq.
Ashley E. Champion, Esq.
Michelle A. Daubert, Esq.