

## DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT (this “**Agreement**”), made effective as of November 12, 2025, is by and between **3074 WEST LAKE ROAD, LLC**, a New York limited liability company, with an address of c/o Pioneer Companies, 333 W. Washington Street, Ste. 600, Syracuse, NY (“**Grantor**”), and **HHF VINEYARD, LLC**, a New York limited liability company, with an address of c/o Pioneer Companies, 333 W. Washington Street, Ste. 600, Syracuse, NY (“**Grantee**”).

WHEREAS, Grantor is the fee owner of the property commonly known as 3074 West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 19.5 acres, identified as Tax Account No. 050.-01-01.1, and as more particularly described on Exhibit A attached hereto and made a part hereof (“**Grantor’s Property**”); and

WHEREAS, Grantee is the fee owner of the property located on West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 38.28 acres, identified as Tax Account No. 050.-01-01.2, and as more particularly described on Exhibit B attached hereto and made a part hereof (“**Grantee’s Property**”); and

WHEREAS, Grantee’s Property is situate adjacent to and north of Grantor’s Property; and

WHEREAS, there exists a stone driveway on Grantor’s Property (“**Driveway**”) that runs from West Lake Road (a/k/a New York State Route 41A) (“**West Lake Road**”) easterly extending to the a separate driveway on Grantee’s Property leading to a frame barn/apartment situate thereon (“**Barn Driveway**”) and further extends easterly to the structures along Skaneateles Lake located on Grantor’s Property (the Driveway, West Lake Road, and Barn Driveway are all as more particularly shown on Exhibit D attached hereto and made a part hereof (“**Site Plan**”)); and

WHEREAS, the parties desire to share the portion of the Driveway for ingress and egress to and from West Lake Road and the Barn Driveway (such shared portion being the “**Driveway Easement Area**”), as is more particularly described on Exhibit C attached hereto and made a part hereof and as shown on the Site Plan and identified as “20’ Wide Access Easement” thereon; and

WHEREAS, the parties desire to enter into this Agreement to set forth certain covenants and agreements with respect to the Driveway Easement Area; and

WHEREAS, Grantor intends hereby to give, grant, and convey to Grantee, its guests, invitees, licensees, successors and assigns, a permanent easement right in the Driveway Easement Area, as a means of ingress and egress for pedestrians and vehicles between West Lake Road and the Barn Driveway;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants unto Grantee, its guests, invitees, licensees, successors and assigns, full and free right and authority to enter onto and exit therefrom, and otherwise traverse as a means of ingress and egress for pedestrians and vehicles, the Driveway Easement Area. For the avoidance of any confusion, the gates fronting West Lake Road (“**Road Gate**”) shall not fall within the Driveway Easement Area. Notwithstanding the foregoing, the parties agree that the design and installation of the Road Gate and any gates on the Driveway shall reflect the rural and agricultural character of the Grantor’s Property, Grantee’s Property, and local farms. Any such gates shall be

constructed using natural materials such as stone, wood or wrought iron, avoiding designs that detract from the pastoral setting. Any modifications or replacements must adhere to these principles to preserve the visual integrity of the portion of the Driveway that is shared and surrounding landscape. The Road Gate and any gates within the Driveway Easement Area shall remain unlocked, or if locked, Grantee shall be given means of access at any time.

2. This grant shall not preclude Grantor and its guests, invitees, licensees, successor and assigns from utilizing the Driveway Easement Area for ingress and egress, parking upon, or otherwise utilizing the Driveway Easement Area so long as said use shall not unreasonably obstruct or otherwise prevent the ingress or egress of pedestrians and vehicles over the Driveway Easement Area by Grantee, its guests, invitees, licensees, successors and assigns.

3. Grantee, its guests, invitees, licensees, successors and assigns, will not park, or allow to be parked, any vehicles within the Driveway Easement Area, and will not obstruct or prevent Grantor's and its invitees, licensees, successor and assigns' ingress or egress of vehicles over the Driveway Easement Area.

4. The portion of the Driveway situate in the Driveway Easement Area will at all times be maintained in a good state of repair by Grantor. Any and all costs associated with maintenance of the portion of the Driveway located within the Driveway Easement Area, including, but not limited to, necessary and reasonable repairs, stone replacement, and snow and ice removal ("**Maintenance Costs**"), shall be borne by the parties such that Grantor shall be responsible for 50% and Grantee shall be responsible for 50% of the Maintenance Costs. Grantor may seek reimbursement from Grantee on a quarterly basis (January 1, April 1, July 1, and October 1) for Maintenance Costs that accrued in the prior three-month period. Grantee shall tender payment within fifteen (15) days of receipt of written request of reimbursement which shall include substantiation of the Maintenance Costs that reimbursement is being sought for. Notwithstanding the foregoing, Grantee shall not be required to pay for costs related to capital improvements to the Driveway located within the Driveway Easement Area, including but not limited to, drainage, blacktop, concrete, paver stones, or other hard surface paving, without Grantee's prior written approval in its sole discretion.

5. The parties agree that in the event that the portion of the Driveway Easement Area is damaged by Grantee, its guests, invitees, licensees, successors and assigns, normal wear and tear excepted, then Grantee shall promptly cause the same to be repaired at Grantee's sole cost and expense. In the event that Grantee refuses or fails to perform necessary repairs pursuant to the preceding paragraph after thirty (30) days prior written notice, weather permitting, then Grantor may do so and, upon submission of the invoice covering the reasonable work and materials needed to perform such work, Grantee shall pay the invoice immediately.

6. The parties agree that in the event that the portion of the Driveway Easement Area is damaged by Grantor, its guests, invitees, licensees, successors and assigns, normal wear and tear excepted, then Grantor shall promptly cause the same to be repaired at Grantor's sole cost and expense. In the event that Grantor refuses or fails to perform necessary repairs pursuant to the preceding paragraph after thirty (30) days prior written notice, weather permitting, then Grantee may do so and, upon submission of the invoice covering the reasonable work and materials needed to perform such work, Grantor shall pay the invoice immediately.

7. Grantee releases Grantor from any and all liability occurring in or on the Driveway Easement Area, except to the extent caused by or arising primarily from the wrongful act or omission of Grantor, or Grantor's default under the terms of this Agreement. Grantee covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Grantor and its successors and assigns in interest, from and against any and all damages, losses, liabilities, obligations, penalties, claims,

litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Grantor, its successors and assigns in interest, relating to, resulting from or arising out of this Agreement or out of the use of the Driveway Easement Area by Grantee, or its guests, invitees, licensees, except to the extent caused by or arising primarily from the wrongful act or omission of Grantor, or Grantor's default under the terms of this Agreement.

8. Grantor releases Grantee from any and all liability occurring in or on the Driveway Easement Area, except to the extent caused by or arising primarily from the wrongful act or omission of Grantee, or Grantee's default under the terms of this Agreement. Grantor covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Grantee and its successors and assigns in interest, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Grantee, its successors and assigns in interest, relating to, resulting from or arising out of this Agreement or out of the use of the Driveway Easement Area by Grantor, or its guests, invitees, licensees, except to the extent caused by or arising primarily from the wrongful act or omission of Grantee, or Grantee's default under the terms of this Agreement.

9. At any time (however no more than one time per year) within fifteen (15) days after request by a party hereto, the other(s) shall execute, acknowledge and deliver to the requesting party, any mortgagee, any purchaser, or any other person specified by the requesting party, an estoppel certificate in reasonable form requested by the requesting party. Failure of the party so requested to timely respond to the request shall be deemed a certification that the facts set forth in the submission are true, correct and complete.

10. For the avoidance of doubt, the parties agree that the portion of the fence line along the northern boundary line of the Grantor's Property and the southern boundary line of the Grantee's Property from West Lake Road (N.Y.S. Route 41A) due east to approximately 1,085.45 feet (which crosses the point at the end of the Driveway Easement Area closest to the barns) is located on the Grantee's Property and Grantee shall be responsible for all maintenance and repair with respect to same.

11. This Agreement and the rights and obligations herein, shall run with the land and shall be binding upon the parties, their heirs, successors and/or assigns.

12. The above recitals are incorporated into and are made a part of this Agreement.

13. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

14. This Agreement shall be governed by the laws of the State of New York, and any disputes arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Onondaga County, New York. **The parties hereto shall, and hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of or in any way connected to this Agreement, the use and occupancy of the Driveway Easement Area and/or claims of injury or damage.**

**[Remainder of Page Blank; Signature Page Follows]**

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

**GRANTOR:**

**GRANTEE:**

**3074 WEST LAKE ROAD, LLC,**  
a New York limited liability company

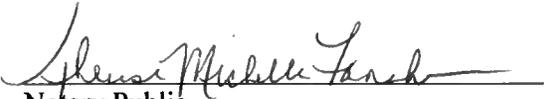
**HHF VINEYARD, LLC,**  
a New York limited liability company

By:   
Melissa F Zell (Nov 12, 2025 11:51:26 EST)  
Name: **Melissa F. Zell**  
Title: **Authorized Signatory**

By:   
Michelle F Drumm (Nov 12, 2025 11:10:57 MST)  
Name: **Michelle F. Drumm**  
Title: **Authorized Signatory**

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA ) ss.

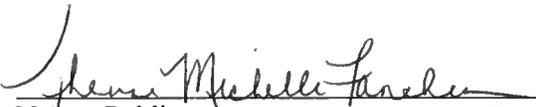
On the 12<sup>th</sup> day of November in the year 2025, before me, the undersigned, personally appeared **Melissa F. Zell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

*Therese Michelle Fancher*  
Notary Public, State of New York  
Reg. No. 01FA6428383  
Qualified in Onondaga County  
My Commission Expires 01/18/26 26

STATE OF NEW YORK        )  
COUNTY OF ONONDAGA ) ss.

On the 12<sup>th</sup> day of November in the year 2025, before me, the undersigned, personally appeared **Michelle F. Drumm**, 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.

  
Notary Public

*Therese Michelle Fancher*  
Notary Public, State of New York  
Reg. No. 01FA6428383  
Qualified in Onondaga County  
My Commission Expires 01/18/26 26

**Exhibit A**

Legal Description for Grantor's Property

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Military Lot 50, and bounded described as follows:

BEGINNING at a point in the easterly highway boundary of West Lake Road (New York State Route 41A), said point also being the northwest corner of Lot 3 of the Wikstrom Subdivision;

thence, from said point of beginning, N29°32'20"W, along said easterly boundary of said West Lake Road, a distance of 538.58 feet to a point;

thence, S89°46'34"E a distance of 36.34 feet to a point;

thence, S36°27'22"E a distance of 52.95 feet to a point;

thence, S59°57'24"E a distance of 154.96 feet to a point;

thence, S74°07'32"E a distance of 104.44 feet to a point;

thence, N85°07'32"E a distance of 85.62 feet to a point;

thence, N73°10'42"E a distance of 131.92 feet to a point;

thence, N84°38'51"E a distance of 147.18 feet to a point;

thence, S78°55'28"E a distance of 133.25 feet to a point;

thence, S70°36'07"E a distance of 275.13 feet to a point;

thence, N01°20'36"E a distance of 202.60 feet to a point;

thence, S85°20'13"E a distance of 389.54 feet to a point;

thence, N06°57'15"E a distance of 97.18 feet to a point;

thence, S89°46'34"E a distance of 504.85 feet to a point at the mean high water line of Skaneateles Lake;

thence, southerly along mean high water, a distance of 608.2 feet to a point;

thence, N88°44'01"W a distance of 1877. feet,

to a point and place of beginning.

Also all that tract and parcel of land  
Containing 19.5± plus or minus acres of land.

Subject to all covenants, easements and restrictions of record.

**Exhibit B**

Legal Description for Grantee's Property

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Military Lot 50, and bounded described as follows:

COMMENCING at a point in the easterly highway boundary of West Lake Road (New York State Route 41A), said point also being the northwest corner of Lot 3 of the Wikstrom Subdivision, thence, N29°32'20"W, along said easterly boundary of said West Lake Road, a distance of 538.58 feet to a point and place of beginning;

thence, from said point of beginning, N29°32'20"W, along said easterly boundary of said West Lake Road, a distance of 834.14 feet to a concrete monument found;

thence, N86°20'40"E a distance of 1900. feet to an iron pipe found at the mean high water line of Skaneateles Lake;

thence, southerly along mean high water, a distance of 925.6 feet to a point;

thence, N89°46'34"W a distance of 504.85 feet to a point;

thence, S06°57'15"W a distance of 97.18 feet to a point;

thence, N85°20'13"W a distance of 389.54 feet to a point;

thence, S01°20'36"W a distance of 202.60 feet to a point;

thence, N70°36'07"W a distance of 275.13 feet to a point;

thence, N78°55'28"W a distance of 133.25 feet to a point;

thence, S84°38'51"W a distance of 147.18 feet to a point;

thence, S73°10'42"W a distance of 131.92 feet to a point;

thence, S85°07'32"W a distance of 85.62 feet to a point;

thence, N74°07'32"W a distance of 104.44 feet to a point;

thence, N59°57'24"W a distance of 154.96 feet to a point;

thence, N36°27'22"W a distance of 52.95 feet to a point;

thence N89°46'34"W a distance of 36.34 feet,

to a point and place of beginning.

Containing 38.28± plus or minus acres of land.

Subject to all covenants, easements and restrictions of record.

**Exhibit C**

Legal Description for Driveway Easement Area

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Military Lot number 50, bounded and described according to a Survey Map of 3074 West Lake Road Lot Line relocation and prepared by Paul James Olszewski, P.L.S., PLLC, and more particularly described as follows:

BEGINNING at the point on the westerly highway boundary of West Lake Road (New York State Route 41A), said point being 169.1 feet northerly, as measured along said westerly highway boundary, from the southwesterly corner of lands belonging to 3074 W Lake RD LLC as recorded in the Onondaga County Clerk's Office at Book of Deeds 4761 Page 185;

THENCE N29°32'20"W, along said westerly highway boundary, a distance of 20.01 feet to a point;

THENCE N62°35'21"E a distance of 151.08 feet to a point of curvature;

THENCE on a curve to the right have in a radius of 647.47 feet and an arc distance of 521.17 feet to a point;

THENCE N12°17'25"E a distance of 59.03 to the relocated lot line of said 3074 West Lake Road;

THENCE S70°36'07"E, along said relocated lot line, a distance of 20.15 to a point;

THENCE S12°17'25"W a distance of 80.42 feet to a point;

THENCE N67°23'08"W a distance of 13.22 feet to a point of curvature;

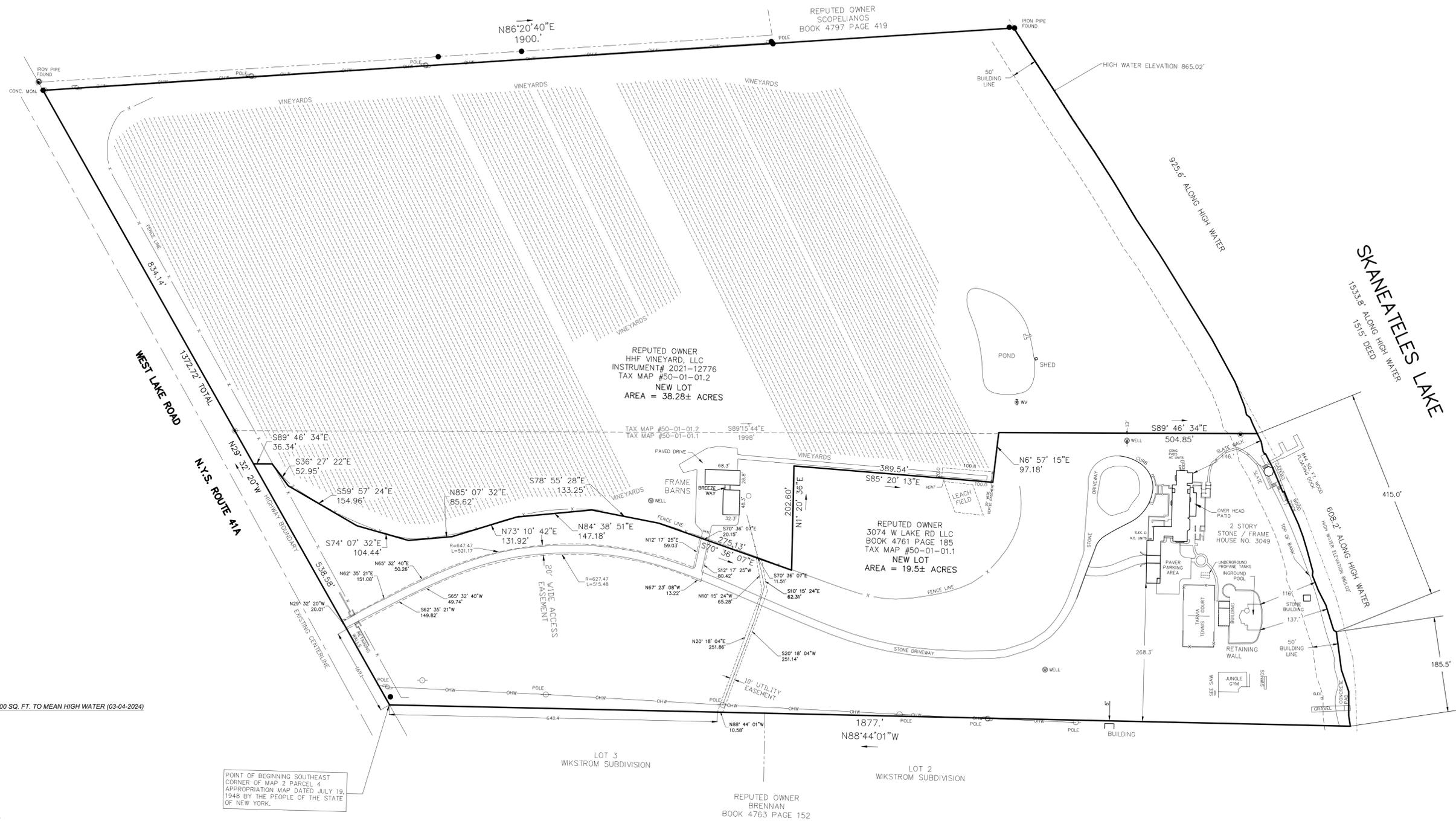
THENCE on a curve to the left having in a radius of 627.47 feet and an arc distance of 515.48 feet to a point;;

THENCE S62°35'21"W a distance of 149.82 feet the POINT AND PLACE OF BEGINNING.

Being intended to describe a 20 foot wide easement generally centered on an existing driveway.

**Exhibit D**

**Site Plan**



PERMEABILITY DATE: 07-18-2025  
 LOT AREA TAX MAP 50-01-01.1 = 849,400 SQ. FT. TO MEAN HIGH WATER (03-04-2024)

- IMPERMEABLE SURFACES**
- 1 DRIVEWAY = 37094 SQ. FT.
  - 2 HOUSE/PORCH AREA = 8310 SQ. FT.
  - 3 POOL BUILDING = 1027 SQ. FT.
  - 4 LANE STONE BUILDING = 190 SQ. FT.
  - 5 GAZEBO = 257 SQ. FT.
  - 6 PAVER PARKING = 4873 SQ. FT.
  - 7 TENNIS COURT = 7381 SQ. FT.
  - 8 RETAINING WALLS = 996 SQ. FT.
  - 9 CONC PAD BY LAKE = 84 SQ. FT.

TOTAL IMPERMEABLE SURFACE = 60182 SQ. FT.  
**60182 SQ. FT. / 849,400 SQ. FT. = 7.1% IMPERMEABLE COVERAGE**

- PERMEABLE SURFACES**
- 1 POOLS AREA = 6783 SQ. FT.
  - 2 SIDE WALK/DECK/PATIOS = 5375 SQ. FT.
  - 3 GRAVEL BY LAKE = 146 SQ. FT.

TOTAL PERMEABLE SURFACE = 12798 SQ. FT.

**OPEN SPACE**  
 TOTAL LOT COVERAGE = 601482 SQ. FT. (IMPERMEABLE) + 12798 SQ. FT. (LOT COVERAGE) = 72980 SQ. FT.  
**(849,400 SQ. FT. - 72980 SQ. FT.) / 849,400 SQ. FT. = 91.4% TOTAL OPEN SPACE**

- LEGEND**
- CONCRETE MONUMENT FOUND ⊕
  - IRON PIPE FOUND ○
  - IRON ROD FOUND ●
  - IRON ROD SET ⊙
  - UTILITY POLE ⊖



SURVEY SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW.

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS IS AN ACCURATE MAP OF AN ACTUAL SURVEY COMPLETED 03-05-2025.

*Paul J. Olszewski*

PAUL J. OLSZEWSKI, P.L.S. LICENSE No. 50212

\*UNAUTHORIZED REPRODUCTION OR ALTERATION OF THIS SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7303, SUB-DIVISION 5, OF THE NEW YORK STATE EDUCATION LAW.  
 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL OR HIS LICENSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

DATE: SEPTEMBER 18, 2025 SCALE: 1" = 100 FEET PROJECT No. SK50-01-01.1/01.2

3074 WEST LAKE ROAD LOT LINE RELOCATION	
PART OF MILITARY LOT 50	TOWN OF SKANEATELES
COUNTY OF ONONDAGA	STATE OF NEW YORK
PAUL JAMES OLSZEWSKI, P.L.S., PLLC 1326 NEW SENeca TPKE, SUITE B1 SKANEATELES NEW YORK, 13152	
315-488-5552	pjosurvey.com

# Driveway Easement Agreement - Clean Unexecuted 2025-11-12

Final Audit Report

2025-11-12

Created:	2025-11-12
By:	Terrie Fancher (terrie.fancher@pioneerco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5G-WLB-Sy_BMYWvtrDp3jTrx6aPIWx3O

## "Driveway Easement Agreement - Clean Unexecuted 2025-11-12" History

-  Document created by Terrie Fancher (terrie.fancher@pioneerco.com)  
2025-11-12 - 4:46:58 PM GMT
-  Document emailed to Michelle Drumm (mfdrumm@yahoo.com) for signature  
2025-11-12 - 4:47:02 PM GMT
-  Document emailed to Melissa Zell (melissa.zell@pioneerco.com) for signature  
2025-11-12 - 4:47:03 PM GMT
-  Email viewed by Melissa Zell (melissa.zell@pioneerco.com)  
2025-11-12 - 4:50:46 PM GMT
-  Document e-signed by Melissa Zell (melissa.zell@pioneerco.com)  
Signature Date: 2025-11-12 - 4:51:26 PM GMT - Time Source: server
-  Email viewed by Michelle Drumm (mfdrumm@yahoo.com)  
2025-11-12 - 6:02:53 PM GMT
-  Signer Michelle Drumm (mfdrumm@yahoo.com) entered name at signing as Michelle F Drumm  
2025-11-12 - 6:10:55 PM GMT
-  Document e-signed by Michelle F Drumm (mfdrumm@yahoo.com)  
Signature Date: 2025-11-12 - 6:10:57 PM GMT - Time Source: server
-  Agreement completed.  
2025-11-12 - 6:10:57 PM GMT





## CORRECTIVE SEPTIC EASEMENT AGREEMENT

(This is a corrective document intended to correct that Septic Easement Agreement dated November 10, 2025 and recorded with the Onondaga County Clerk on November 12, 2025 as Instrument No. 2025-00037701 which erroneously attached Site Plan dated August 10, 2025 as Exhibit C. Attached hereto is the correct Site Plan dated September 18, 2025 attached as Exhibit C.)

THIS CORRECTIVE SEPTIC EASEMENT AGREEMENT (this “**Agreement**”), made effective as of November 10, 2025, by **3074 WEST LAKE ROAD, LLC**, a New York limited liability company, with an address of c/o Pioneer Companies, 333 W. Washington Street, Ste. 600, Syracuse, NY (“**Owner**”).

WHEREAS, Owner is the fee owner of the property commonly known as 3074 West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 23.90 acres, identified as Tax Account No. 050.-01-01.1, and as more particularly described on Exhibit A attached hereto and made a part hereof (“**Owner’s Property**”); and

WHEREAS, Owner seeks to adjust the northern property line of Owner’s Property such that approximately 4.52 acres shall become part of that certain property currently owned by HHF Vineyard, LLC (“**Lot Line Adjustment**”) located on West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 32.70 acres, identified as Tax Account No. 050.-01-01.2, and as more particularly described on Exhibit B attached hereto and made a part hereof (“**HHF Property**”); and

WHEREAS, the HHF Property is situate adjacent to and north of Owner’s Property; and

WHEREAS, there exists appurtenances, components, and equipment related to a septic system (“**Septic System Appurtenances**”) located on the northeast portion of Owner’s Property, that after the Lot Line Adjustment, will be located on the HHF Property; and

WHEREAS, the location of the Septic System Appurtenances is more particularly shown on the Site Plan, attached hereto as Exhibit C and made a part hereof, and as identified as “20’ Wide Septic Easement” thereon; and

WHEREAS, the Owner desires to grant/retain permanent easement rights over, under, on, and through a portion of the Owner’s Property for the continued benefit of the Owner’s Property after the Lot Line Adjustment to continue its use, maintenance, repair, and replacement of the Septic System Appurtenances, as further defined and described herein; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.**

- a. Owner hereby grants/reserves for the benefit of the Owner’s Property, and its successors and assigns in ownership, the following permanent easement:

i. A twenty (20) foot wide easement for the sole purposes of:

1. Utilizing, maintaining, repairing, and replacing, as necessary, the existing Septic System Appurtenances located at the northeasterly portion of Owner's Property ("**Septic Easement**"). The Septic Easement is as described in the legal description attached hereto and made a party hereof as Exhibit D).

b. The location of the Septic Easement is as depicted on the Site Plan, attached hereto as Exhibit C and made a part hereof.

2. **Access for Maintenance, Repairs, and Replacements.** The owner of the Owner's Property may enter the Septic Easement and the lands immediately adjacent thereto, with maintenance vehicles and related personnel to the extent necessary, for temporary use as reasonably required to maintain, repair, and replace the Septic System Appurtenances from time to time. Owner of the Owner's Property shall provide reasonable written notice to the owner of the HHF Property prior to entering HHF Property to perform any maintenance, repairs, and replacements to the Septic System Appurtenances.

3. **Perpetual.** The grants set forth in this Agreement shall be perpetual and shall run with the land.

4. **No Interference.** The owner of the HHF Property shall not erect or permit the location or erection of any permanent building or other structures within the Septic Easement, nor shall they disturb the Septic Easement nor the Septic System Appurtenances thereon in any manner (including, but not limited to, digging, planting, and other soil disruption). The owner of the HHF Property retains the right to use the Septic Easement for all purposes not inconsistent with, and which will not interfere with, the rights granted to the Owner in this Agreement.

5. **Restoration.** Upon completion of any subsequent repairs, replacement and/or reconstruction of the Septic System Appurtenances, the owner of the Owner's Property agrees to restore the surface of the Septic Easement to a reasonably similar condition as existed prior to such work, including re-grading and seeding.

6. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the address of the owner of Owner's Property and the HHF Property, as applicable. Notices shall be deemed given upon delivery or refusal to accept delivery. If the address of the owner of Owner's Property and the HHF Property is unknown, the other party may rely on the address stated on its tax bills applicable to its subject property.

7. **Indemnification.** To the extent that Owner's Property and HHF's Property do not have common ownership, the owner of Owner's Property agrees to indemnify, defend and hold harmless owner of HHF's Property from and against any and all claims, losses or expenses incurred, including reasonable attorney's fees, for personal injury or property damage arising out of or related to owner of Owner's Property, its employees', contractors' or agents', use of

the Septic Easement or exercise of its rights pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of owner of the HHF Property, or its employees, contractors or agents. Nothing herein shall be construed to impose on the owner of Owner's Property any liability for indirect, consequential, punitive or other special damages.

**8. Miscellaneous Provisions.**

a. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

b. Section headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agreement.

c. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

d. No modification, amendment, addition to or termination of this Agreement shall be valid or enforceable unless in writing and signed by all the parties hereto.

e. The waiver by any party hereof of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

f. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement, provided, however, that the parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

g. This Agreement shall be governed by the laws of the State of New York, and any disputes arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Onondaga County, New York. **The parties hereto shall, and hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of or in any way connected to this Agreement, the use and occupancy of the Septic Easement, and/or claims of injury or damage.**

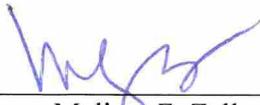
**[Remainder of Page Blank; Signature Page Follows]**

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

**OWNER:**

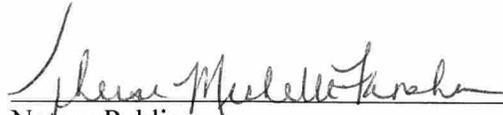
**3074 WEST LAKE ROAD, LLC,**  
a New York limited liability company

By:

  
Name: Melissa F. Zell  
Title: Authorized Signatory

STATE OF NEW YORK     )  
COUNTY OF ONONDAGA   ) ss.

On the 24<sup>th</sup> day of November in the year 2025, before me, the undersigned, personally appeared **Melissa F. Zell**, 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.

  
Notary Public

Therese Michelle Fancher  
Notary Public, State of New York  
Reg. No. 01FA6428383  
Qualified in Onondaga County  
My Commission Expires 01/18/ 

**Exhibit A**

Legal Description for Owner's Property

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Lot 50 in said Town, and being more specifically described as follows:

Beginning at a point in the easterly line of West Lake Road as widened South 29°-01'-30" East a distance of 760.00 feet measured along said easterly street line from its intersection with the northerly line of a parcel of land conveyed to Michael Falcone and recorded in the Onondaga County Clerk's Office in Book of Deeds 2974 at Page 71, running thence South 29°-01'-30" East a distance of 606.90 feet to a point in the southerly line of said parcel conveyed to Falcone, thence South 88°-03'-28" East along said southerly line a distance of approximately 1880 feet to a point in the high bank of Skaneateles Lake, thence northwesterly along said high bank line as it winds and turns a distance of approximately 595 feet to a point which is South 89°-15'-44" East from the point of beginning, thence North 89°-15'-44" West a distance of approximately 1981 feet to the point of beginning.

Containing 23.9 acres of land.

**Exhibit B**

Legal Description for HHF Property

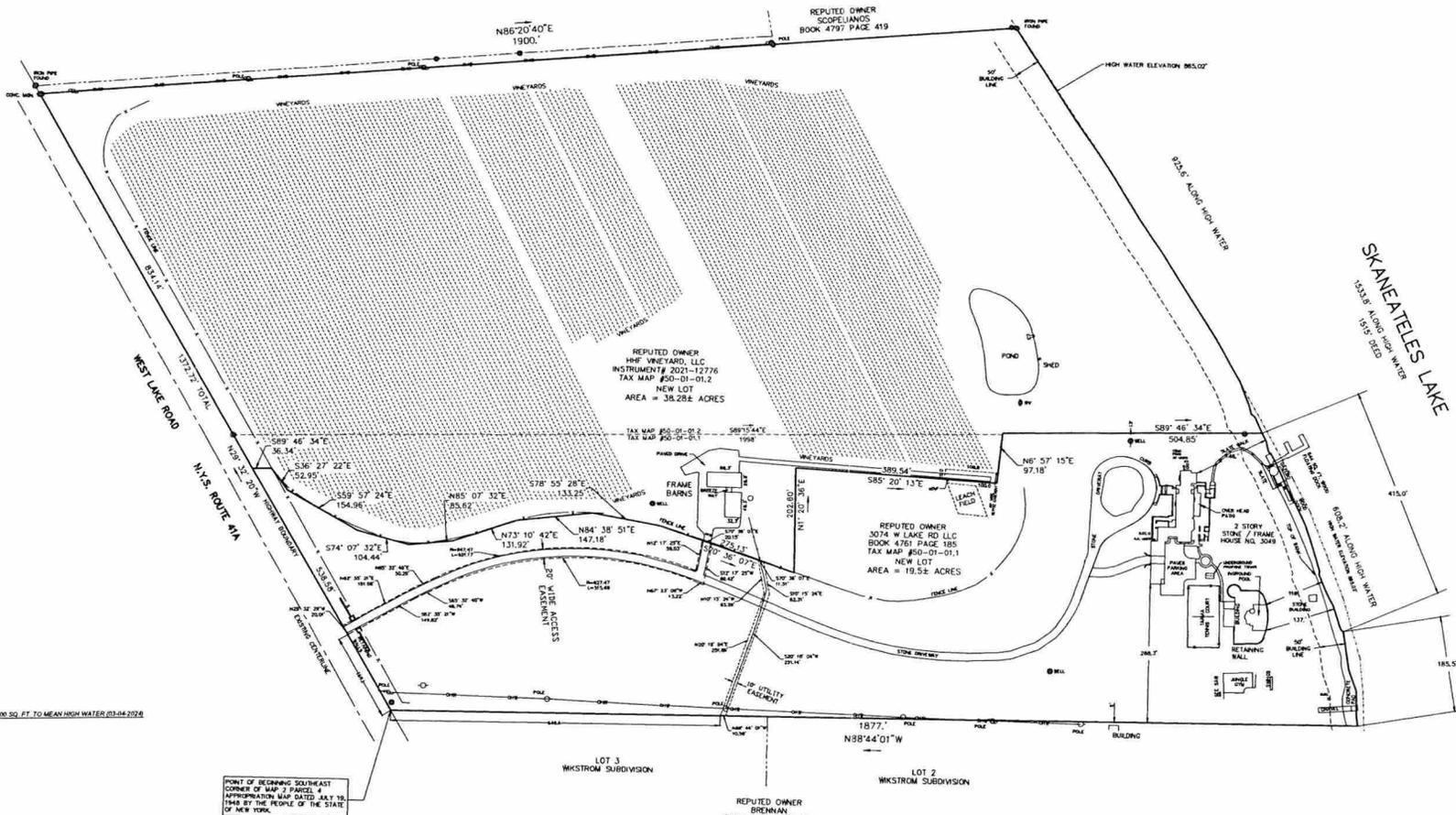
**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Lot 50 in said Town, and being more specifically described as follows:

**BEGINNING** at a point in the easterly line of West Lake Road as widened South 29° 01' 30" East a distance of 760.00 feet measured along said easterly street line from its intersection with the northerly line of a parcel of land conveyed to Michael Falcone and recorded in the Onondaga County Clerk's Office in Book of Deeds 2974 at Page 71; running thence North 29° 01' 30" West along said street line a distance of 760.00 feet to a point in the northerly line of said parcel conveyed to Falcone; thence North 86° 51' 30" East along said northerly line a distance of approximately 1887 feet to a point in the high bank of Skaneateles Lake; thence southeasterly along said high bank as it winds and turns a distance of approximately 920 feet to a point which is South 89° 15' 44" East from the point of beginning; thence North 89° 15' 44" West a distance of approximately 1981 feet to the point of beginning.

**Exhibit C**

Site Plan





POINT OF BEGINNING SOUTHEAST CORNER OF MAP 7 PARCELS A APPROPRIATION MAP DATED JAN. 19, 1948 BY THE PEOPLE OF THE STATE OF NEW YORK.

PERMEABILITY DATE: 07-18-2022  
 (LOT AREA TAX MAP 50-01-01.1 = 849,490 SQ. FT. TO MEAN HIGH WATER 03-04-2024)

**IMPERMEABLE SURFACES**  
 1. ASPHALT DRIVE - 1,078 SQ. FT.  
 2. ASPHALT DRIVE - 1,078 SQ. FT.  
 3. ASPHALT DRIVE - 1,078 SQ. FT.  
 4. ASPHALT DRIVE - 1,078 SQ. FT.  
 5. ASPHALT DRIVE - 1,078 SQ. FT.  
 6. ASPHALT DRIVE - 1,078 SQ. FT.  
 7. ASPHALT DRIVE - 1,078 SQ. FT.  
 8. ASPHALT DRIVE - 1,078 SQ. FT.  
 9. ASPHALT DRIVE - 1,078 SQ. FT.  
 10. ASPHALT DRIVE - 1,078 SQ. FT.

TOTAL IMPERMEABLE SURFACE - 10,780 SQ. FT.

849,490 SQ. FT. / 19.44 ACRES SQ. FT. = 7.1% IMPERMEABLE COVERAGE

**PERMEABLE SURFACES**  
 1. POND - 1,078 SQ. FT.  
 2. POND - 1,078 SQ. FT.  
 3. POND - 1,078 SQ. FT.  
 4. POND - 1,078 SQ. FT.

TOTAL PERMEABLE SURFACE - 4,236 SQ. FT.

**OPEN SPACE**

TOTAL LOT COVERAGE - 15,016 SQ. FT. (IMPERMEABLE) + 4,236 SQ. FT. (POND COVERAGE) = 19,252 SQ. FT.

849,490 SQ. FT. / 19,252 SQ. FT. = 44.1% TOTAL OPEN SPACE

- LEGEND**
- CONCRETE MONUMENT FOUND ○
  - IRON PIPE FOUND ●
  - IRON ROD FOUND ●
  - IRON ROD SET ●
  - UTILITY POLE ○

	SURVEY SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS IS AN ACCURATE MAP OF AN ACTUAL SURVEY CONDUCTED 03-04-2024. PAUL J. OLSZEWSKI, P.L.S., LICENSE NO. 50212 1326 NEW SENeca TPKE, SUITE B1 SKANEATELES NEW YORK, 13152 pjsurvey.com	3074 WEST LAKE ROAD LOT LINE RELOCATION PART OF MILITARY LOT 50 TOWN OF SKANEATELES COUNTY OF ONONDAGA STATE OF NEW YORK PAUL JAMES OLSZEWSKI, P.L.S., PLLC 1326 NEW SENeca TPKE, SUITE B1 SKANEATELES NEW YORK, 13152 315-488-5552 pjsurvey.com
	DATE: SEPTEMBER 18, 2025 SCALE: 1" = 100 FEET PROJECT NO. 5050-01-01-01.2	

**Exhibit D**

Legal Description for Septic Easement

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Military Lot 50, and bounded described as follows:

COMMENCING at a point in the easterly highway boundary of West Lake Road (New York State Route 41A), said point also being the northwest corner of Lot 3 of the Wikstrom Subdivision, thence, N29°32'20"W, along said easterly boundary of said West Lake Road, a distance of 538.58 feet to a point, thence, S89°46'34"E a distance of 36.34 feet to a point, thence, S36°27'22"E a distance of 52.95 feet to a point, thence, S59°57'24"E a distance of 154.96 feet to a point, thence, S74°07'32"E a distance of 104.44 feet to a point, thence, N85°07'32"E a distance of 85.62 feet to a point, thence, N73°10'42"E a distance of 131.92 feet to a point, thence, N84°38'51"E a distance of 147.18 feet to a point, thence, S78°55'28"E a distance of 133.25 feet to a point, thence, S70°36'07"E a distance of 275.13 feet to a point, thence, N01°20'36"E a distance of 202.60 feet to a point, thence, S85°20'13"E a distance of 289.54 feet to a point, and place of beginning;

thence, from said point of beginning, S85°20'13"E a distance of 100.00 feet to a point  
thence, N06°57'15"E a distance of 20.02 feet to a point;  
thence, N85°20'13"W a distance of 100.80 feet to a point;  
thence, S04°39'47"E a distance of 20.00 feet,  
to a point and place of beginning.  
Containing 0.05 plus or minus acres of land.

Intended to be a 20' wide easement over an existing septic system.

Subject to all covenants, easements and restrictions of record.



## UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “**Agreement**”), made effective as of November 10, 2025, by **3074 WEST LAKE ROAD, LLC**, a New York limited liability company, with an address of c/o Pioneer Companies, 333 W. Washington Street, Ste. 600, Syracuse, NY (“**Owner**”).

WHEREAS, Owner is the fee owner of the property commonly known as 3074 West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 23.90 acres, identified as Tax Account No. 050.-01-01.1, and as more particularly described on Exhibit A attached hereto and made a part hereof (“**Owner’s Property**”); and

WHEREAS, Owner seeks to adjust the northern property line of Owner’s Property such that approximately 4.52 acres shall become part of that certain property currently owned by HHF Vineyard, LLC (“**Lot Line Adjustment**”) located on West Lake Road, in the Town of Skaneateles, County of Onondaga, and State of New York, comprising approximately 32.70 acres, identified as Tax Account No. 050.-01-01.2, and as more particularly described on Exhibit B attached hereto and made a part hereof (“**HHF Property**”); and

WHEREAS, the HHF Property is situate adjacent to and north of Owner’s Property; and

WHEREAS, there exist several utilities, including electric and cable/communications services (“**Utilities**”), that originate on Owner’s Property, and that after the Lot Line Adjustment will provide services to infrastructure on the HHF Property; and

WHEREAS, the location of the Utilities are more particularly shown on Exhibit C attached hereto and made a part hereof as identified as “10’ Utility Easement” thereon (“**Site Plan**”); and

WHEREAS, the Owner desires to grant permanent easement rights over, under, and on a portion of Owner’s Property for the benefit of the HHF Property to continue its use, maintenance, repair, and replacement of the Utilities on Owner’s Property as further defined and described herein; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.**

a. Owner hereby grants for the benefit of the HHF Property, and its successors and assigns in ownership, the following permanent easements:

i. A ten (10) foot wide easement for the sole purposes of:

1. Installing, utilizing, maintaining, repairing and replacing, as necessary, the existing electric line and related appurtenances below ground located at the southwesterly portion of Owner’s

Property (“**Electric Line Easement**”).

2. Installing, utilizing, maintaining, repairing and replacing, as necessary, a cable/communication line and related appurtenances below ground located in the same footprint of the Electric Line Easement (“**Cable Easement**”, together with the Electric Line Easement, the “**Utility Easement**” as is described in the legal description attached hereto and made a party hereof as Exhibit D).

b. The location of the Utility Easement is as depicted on the Site Plan.

2. **Access for Maintenance, Repairs, and Replacements.** The owner of the HHF Property may enter the Utility Easement and the lands immediately adjacent thereto, with maintenance vehicles and related personnel to the extent necessary, for temporary use as reasonably required to maintain, repair and replace the Utilities from time to time. Owner of the HHF Property shall provide reasonable written notice to Owner prior to entering Owner’s Property to perform any maintenance and repairs to the Utilities located in the areas affected by the Utility Easement.

3. **Perpetual.** The grants set forth in this Agreement shall be perpetual and shall run with the land.

4. **No Interference.** The Owner shall not erect or permit the location or erection of any permanent building or other structures within the Utility Easement, nor shall it disturb the Utility Easement or related appurtenances thereon in any manner (including, but not limited to, digging, planting, and other soil disruption). The Owner retains the right to use the area affected by the Utility Easement for all purposes not inconsistent with, and which will not interfere with, the rights granted to the owner of the HHF Property in this Agreement.

5. **Restoration.** Upon completion of any subsequent repairs, replacement and/or reconstruction of the Utilities, the owner of the HHF Property agrees to restore the surface of the Utility Easement to a reasonably similar condition as existed prior to such work, including re-grading and seeding.

6. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the address of the owner of Owner’s Property and the HHF Property, as applicable. Notices shall be deemed given upon delivery or refusal to accept delivery. If the address of the owner of Owner’s Property and the HHF Property is unknown, the other party may rely on the address stated on its tax bills applicable to its subject property.

7. **Indemnification.** To the extent that Owner’s Property and the HHF Property do not have common ownership, the owner of the HHF Property shall be responsible for indemnifying, defending, and holding owner of Owner’s Property harmless from and against any and all claims, losses or expenses incurred, including reasonable attorney’s fees, for personal injury or property damage arising out of or related to owner of HHF Property’s, its

employees', contractors' or agents', use of the Utility Easement or exercise of its rights pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of owner of Owner's Property, its employees, contractors, or agents. Nothing herein shall be construed to impose on the owner of HHF Property any liability for indirect, consequential, punitive or other special damages.

**8. Miscellaneous Provisions.**

a. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

b. Section headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agreement.

c. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

d. No modification, amendment, addition to or termination of this Agreement shall be valid or enforceable unless in writing and signed by all the parties hereto.

e. The waiver by any party hereof of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

f. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement, provided, however, that the parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

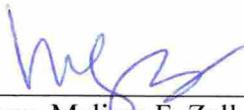
g. This Agreement shall be governed by the laws of the State of New York, and any disputes arising hereunder, except as provided for herein, shall be litigated in the Supreme Court, Onondaga County, New York. **The parties hereto shall, and hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of or in any way connected to this Agreement, the use and occupancy of the Utility Easement and/or claims of injury or damage.**

**[Remainder of Page Blank; Signature Page Follows]**

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

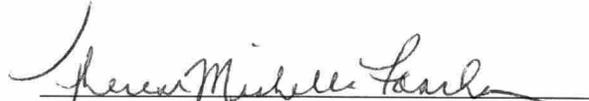
**OWNER:**

**3074 WEST LAKE ROAD, LLC,**  
a New York limited liability company

By:   
Name: Melissa F. Zell  
Title: Authorized Signatory

STATE OF NEW YORK     )  
COUNTY OF ONONDAGA   ) ss.

On the 10<sup>th</sup> day of November in the year 2025, before me, the undersigned, personally appeared **Melissa F. Zell**, 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.

  
Notary Public

Therese Michelle Fancher  
Notary Public, State of New York  
Reg. No. 01FA6428383  
Qualified in Onondaga County  
My Commission Expires 01/18/ 26

Exhibit A

Legal Description for Owner's Property

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Lot 50 in said Town, and being more specifically described as follows:

Beginning at a point in the easterly line of West Lake Road as widened South 29°-01'-30" East a distance of 760.00 feet measured along said easterly street line from its intersection with the northerly line of a parcel of land conveyed to Michael Falcone and recorded in the Onondaga County Clerk's Office in Book of Deeds 2974 at Page 71, running thence South 29°-01'-30" East a distance of 606.90 feet to a point in the southerly line of said parcel conveyed to Falcone, thence South 88°-03'-28" East along said southerly line a distance of approximately 1880 feet to a point in the high bank of Skaneateles Lake, thence northwesterly along said high bank line as it winds and turns a distance of approximately 595 feet to a point which is South 89°-15'-44" East from the point of beginning, thence North 89°-15'-44" West a distance of approximately 1981 feet to the point of beginning.

Containing 23.9 acres of land.

**Exhibit B**

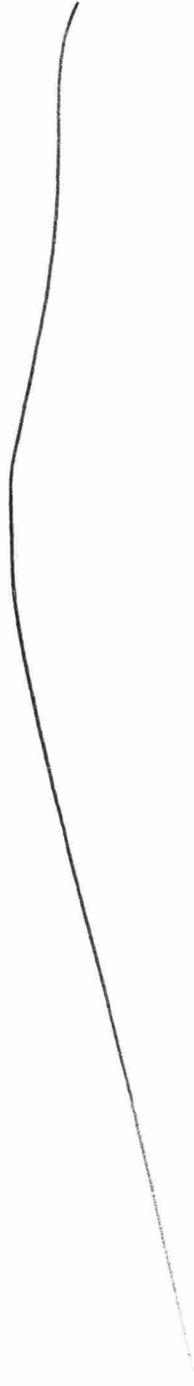
Legal Description for HHF Property

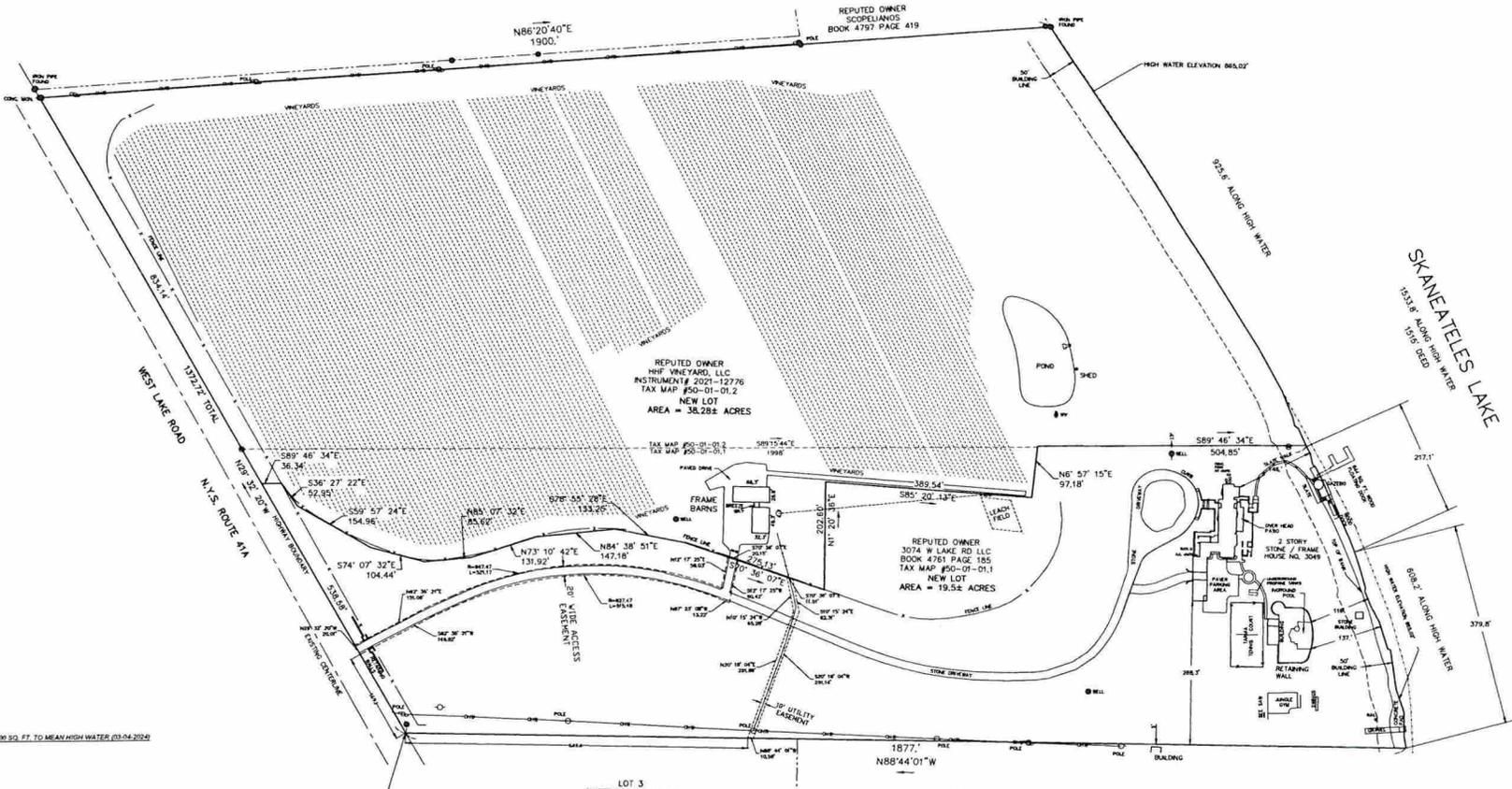
**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Lot 50 in said Town, and being more specifically described as follows:

**BEGINNING** at a point in the easterly line of West Lake Road as widened South 29° 01' 30" East a distance of 760.00 feet measured along said easterly street line from its intersection with the northerly line of a parcel of land conveyed to Michael Falcone and recorded in the Onondaga County Clerk's Office in Book of Deeds 2974 at Page 71; running thence North 29° 01' 30" West along said street line a distance of 760.00 feet to a point in the northerly line of said parcel conveyed to Falcone; thence North 86° 51' 30" East along said northerly line a distance of approximately 1887 feet to a point in the high bank of Skaneateles Lake; thence southeasterly along said high bank as it winds and turns a distance of approximately 920 feet to a point which is South 89° 15' 44" East from the point of beginning; thence North 89° 15' 44" West a distance of approximately 1981 feet to the point of beginning.

**Exhibit C**

Site Plan





PERMEABILITY DATE: 07-18-2023  
 LOT AREA TAX MAP 50-01-01.1 = 848,490 SQ. FT. TO MEAN HIGH WATER (03-04-2020)

**IMPERMEABLE SURFACES**

- 1 BRICK DRIVE - 2780 SQ. FT.
- 1 CONCRETE DRIVE - 8100 SQ. FT.
- 1 ASPHALT DRIVE - 1000 SQ. FT.

TOTAL IMPERMEABLE SURFACE = 20180 SQ. FT.

68192 SQ. FT. / 848,490 SQ. FT. = 7.7% IMPERMEABLE COVERAGE

**PERMEABLE SURFACES**

- 1 POND AREA - 2780 SQ. FT.
- 1 LEAKY POND (PERVIOUS) - 1000 SQ. FT.
- 1 GRASSY AREA - 1000 SQ. FT.

TOTAL PERMEABLE SURFACE = 12780 SQ. FT.

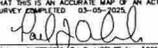
**OPEN SPACE**

TOTAL LOT COVERAGE = 32960 SQ. FT. (IMPERMEABLE) + 12780 SQ. FT. (LOT COVERAGE) = 45740 SQ. FT.

848,490 SQ. FT. / 45740 SQ. FT. = 18.5% TOTAL OPEN SPACE

- LEGEND**
- CONCRETE MONUMENT FOUND ○
  - IRON PIPE FOUND ●
  - IRON ROD FOUND ○
  - IRON ROD SET ●
  - UTILITY POLE ○

POINT OF BEGINNING SOUTHEAST CORNER OF MAP 77 PARCELS APPROXIMATION MAP DATED JULY 19 1948 BY THE PEOPLE OF THE STATE OF NEW YORK

SURVEY SUBJECT TO ANY STATE OF FACTS AN ACCURATE AND UP TO DATE ABSTRACT OF TITLE WILL SHOW. THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THIS IS AN ACCURATE MAP OF AN ACTUAL SURVEY COMPLETED 03-05-2023.  PAUL J. OLSZEWSKI, P.L.S., LICENSE NO. 50212 1326 NEW SENEGA TPKE., SUITE B1 SKANEATELES NEW YORK, 13152 pjosurvey.com		3074 WEST LAKE ROAD LOT LINE RELOCATION PART OF MILITARY LOT 50 COUNTY OF ONEIDA STATE OF NEW YORK
	DATE: AUGUST 10, 2025 SCALE: 1" = 100 FEET PROJECT No. SK50-01-01.1/01.2	PAUL JAMES OLSZEWSKI, P.L.S., PLLC 1326 NEW SENEGA TPKE., SUITE B1 SKANEATELES NEW YORK, 13152 315-488-5552 pjosurvey.com

**Exhibit D**

Legal Description for Utility Easement

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Skaneateles, County of Onondaga and State of New York, being part of Military Lot number 50, bounded and described according to a Survey Map of 3074 West Lake Road Lot Line relocation and prepared by Paul James Olszewski, P.L.S., PLLC, and more particularly described as follows:

BEGINNING at the point on the southerly boundary of lands belonging to 3074 W Lake RD LLC as recorded in the Onondaga County Clerk's Office at Book of Deeds 4761 Page 185 said point being easterly 640.4 feet, as measured along said southerly boundary of said 3074 W Lake RD LLC, with its intersection with the westerly highway boundary of West Lake Road (New York State Route 41A);

THENCE N20°18'04"E a distance of 251.86 feet to a point;

THENCE N10°15'24"W a distance of 65.28 feet to a point on the relocated lot line of said 3074 West Lake Road;

THENCE S70°36'07"E, along said relocated lot line, a distance of 11.51 to a point;

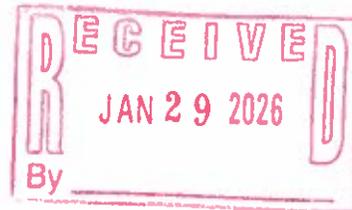
THENCE S10°15'24"E a distance of 62.31 feet to a point;

THENCE S20°18'04"W a distance of 251.14 feet to a point on said southerly boundary of said lands belonging to 3074 W Lake RD LLC;

THENCE N88°44'01"W, along the southerly boundary of said 3074 W Lake RD LLC, a distance of 10.58 feet the POINT AND PLACE OF BEGINNING.

Being intended to describe a 10 foot wide utility easement generally centered on an existing electric line.

**Tax Maps 050.-01-01.1 & 050.-01-01.2**



**RESOLUTION OF THE TOWN OF SKANEATELES PLANNING BOARD**

**Action Date: January 20, 2026**

**PLEASE TAKE NOTICE** that the following Resolution was proposed and duly adopted at the January 20, 2026 Town of Skaneateles Planning Board (“Planning Board” or “Board”) Meeting:

**WHEREAS**, application (the “Application”) was made by 3074 West Lake Road LLC and HHF Vineyard LLC, 338 Washington Street South, Syracuse, New York 13202 (collectively the “Applicant”) for the properties located at 3074 West Lake Road and 3072 West Lake Road, in the Town of Skaneateles, for a lot line adjustment applicable to two parcels totaling 56+/- acres, in the RF District (the “Premises”, “Property” or “Project”), as set forth on a Preliminary Plat Plan dated September 18, 2025 (“Preliminary Plat”); and

**WHEREAS**, the Application has been reviewed by the Planning Board to date as a Minor Subdivision pursuant to Chapter 131-1.F, Subdivision Code-Lot Line Adjustment of the Town of Skaneateles, and

**WHEREAS**, the Planning Board declared this application a Type II action pursuant to 6 NYCRR 617.5(c)(11) and not subject to further review under SEQRA; and

**WHEREAS**, pursuant to and in accordance with Section 276 of the Town Law of the State of New York, and Chapter 131 of the Town of Skaneateles Code, the Applicant has submitted the following items to the Planning Board for consideration when approving a Lot Line Adjustment, including:

1. 3074 West Lake Road Lot Line Relocation dated September 18, 2025, prepared by Paul James Olszewski Licensed Land Surveyor, P.L.S. (“Lot Line Adjustment Map”); and

**WHEREAS**, upon review of the Lot Line Adjustment Map, the Board concurs that it fulfills code requirements, reflecting two lots under consideration, with tax parcel 050.-01-01.1 consisting of 19.5+/- acres of improved land with dwelling, and tax parcel 050.-01-01.2 consisting of 38.2+/- acres of improved land with barns; and

**NOW, THEREFORE**, upon a motion made by Cochair David Lee, seconded by Member Mitchell Sobolevsky and upon the affirmative vote of all Members present, as set forth in the Record of Vote referenced below, the Skaneateles Planning Board approves the Lot Line Adjustment Map, subject to the following conditions:

1. The foregoing recitals are incorporated herein as if set forth at length; and
2. That one mylar and five copies of the Lot Line Adjustment Map shall be submitted for signature within six months of the filing of this decision, and the Chairman is

authorized to sign said Lot Line Adjustment Map, subject to fulfillment of applicable conditions herein; and

3. That the Lot Line Adjustment Map shall be filed with the office of the Onondaga County Clerk with supporting documents including deeds within sixty days of the signing of the Lot Line Adjustment Map and proof of said filing shall be submitted to the Planning Board.



Donald Kasper, Chairman  
Planning Board-Town of Skaneateles

Dated: January 26, 2026

**RECORD OF VOTE**

			Yes	No
Chair	Donald Kasper	Present	[X]	[ ]
Cochair	David Lee	Present	[X]	[ ]
Member	Mitchell Sobolevsky	Present	[X]	[ ]
Member	Stephen Ladd	Present	[X]	[ ]
Member	Charles F. Keyes	Present	[Abstain ]	[ ]

## Lot Line Adjustments

### Filing for a **Lot Line Adjustment**:

The map should be created following the instructions on page 5 of the Onondaga County's guide that is attached. Once the maps have been created they should be provided to the town for the Planning Board Chair's signature. Five copies of the **Lot Line Adjustment Map** shall be **submitted for signature within six months of the filing of the decision**, and the Chairman is authorized to sign said Lot Line Adjustment Map, subject to fulfillment of applicable conditions. The deeds will need to be re-drafted indicating the new metes and bounds of the parcels.

The Lot Line Adjustment Map shall be **filed with the office of the Onondaga County Clerk** with supporting documents including deeds **within sixty days of the signing of the Lot Line Adjustment Map** and proof of said filing shall be submitted to the Planning Board

For the final filing with the county you will need:

- \*Signed maps
- \*certified resolution from the Planning Board (Town provided)
- \*new deeds for all of the involved parcels
- \*any approved easements (if applicable)
- \*their fee (page 4 of the guide).
- \*The last page of the guide has the address and phone number for the County Clerk.

The other steps in the guide would be for subdivisions and not lot line adjustments.





J. Ryan McMahon, II  
County Executive

# Onondaga County Guide to the Subdivision Process

*Follow this guide for the steps and requirements to subdivide your property and file approved subdivision maps with the Onondaga County Clerk.*

## STEPS IN THE SUBDIVISION PROCESS

### STEP 1: MUNICIPAL SUBDIVISION REVIEW

The first step is to understand your local municipality's development authority and review process. Each municipality in Onondaga County has their own subdivision process and submission requirements. This process may be administrative or require Municipal Board or Planning Board review. Contact your Village, Town or City government and ask them to review your preliminary sketch. (See last page for contact information.)

To file your maps with the County Clerk, you will need the following municipal signatures to document local subdivision review:

**In a Town:** Signature of the Town Supervisor or Planning Board Chair

**In a Village:** Signature of the Village Mayor or Planning Board Chair

**In the City of Syracuse:** Signature of the City Planning Commission Secretary, City Engineer, Department of Assessment, and Department of Finance.

### STEP 2: ONONDAGA COUNTY HEALTH DEPARTMENT – BUREAU OF PUBLIC HEALTH ENGINEERING REVIEW

The Onondaga County Health Department is required to review and stamp all filed subdivision maps. The focal point of their review is to help ensure the responsible subdivision of land and subsequent construction with respect to sewage disposal and water supply, whether public or private.

Applicants should contact the Bureau as early in the planning stages as possible. NYS Health Department laws and policies dictate procedures to be followed for every subdivision of land that is being filed, regardless of the size or type of the project. The Bureau recommends **licensed land surveyors** email a copy of the proposed plan for review prior to preparing final plans for signature.

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*[Bureau of Public Health Engineering Webpage – Information and Links](#)*

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### STEP 3: DEPARTMENT OF TRANSPORTATION REVIEW

Any subdivisions with frontage on a public road should contact the road owner(s) to review your subdivision plans, prior to local approval.

**On a local road:** Contact municipality (as part of municipal subdivision review).

**On a County-owned road:** Contact the Onondaga County Department of Transportation (OCDOT). Subdivisions on County roads are also subject to Sight Distance Review.

**On a State-owned road:** Contact the NYS Department of Transportation – Region 3.

Applicants are encouraged to contact road owners as early in the planning process as possible to review plans for sight distance or other safety concerns. Be sure to contact DOTs before you purchase your final design plans that include houses, driveways, or septic system locations.

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*[Onondaga County Highway Ownership Map](#)*

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#### Sight Distance Review

For subdivisions on a County-owned road, a sight distance check is required for each proposed access location, typically one per proposed lot.

It is the property owner's responsibility to have their surveyor perform sight distance checks.

Results shall be provided to OCDOT for review. If the results are satisfactory, OCDOT will issue a letter indicating that future access will be granted. If the results are unsatisfactory, OCDOT will advise that revisions to the subdivision plan are required.

For lots subdivided after 9/2/1986, access can be denied if any new lots do not meet minimum sight distance requirements.

### STEP 4: RIGHT-OF-WAY DESIGNATION ("STREET NAME") LAW REVIEW

This step is required to ensure compliance with the County's Right-of-Way (ROW) Designation Law (#5-1972), to ensure proper nomenclature is used to identify existing and proposed rights-of-way, such as street names, on ALL filed subdivision maps.

A letter of compliance is issued by the Onondaga County Department of Planning – GIS/Addressing Division. This letter is required for subdivision filing with the County Clerk. Applicants are instructed to email a digital copy of your subdivision map to the Planning Department for a ROW Designation Compliance Review, or call the Department to discuss alternate submission of plans.

## STEP 5: CITY OF SYRACUSE THREE-MILE LIMIT REVIEW

Subdivisions occurring within three miles of Syracuse are subject to extra-territorial review by the City of Syracuse (Ch. 370, NYS Laws of 1913, Ch. 447, NYS Laws of 1920), to ensure orderly development.

**For all areas in green**, contact the Onondaga County Department of Planning or Syracuse Office of Zoning Administration to determine whether your project is subject to Three-Mile Limit Review by the City of Syracuse.

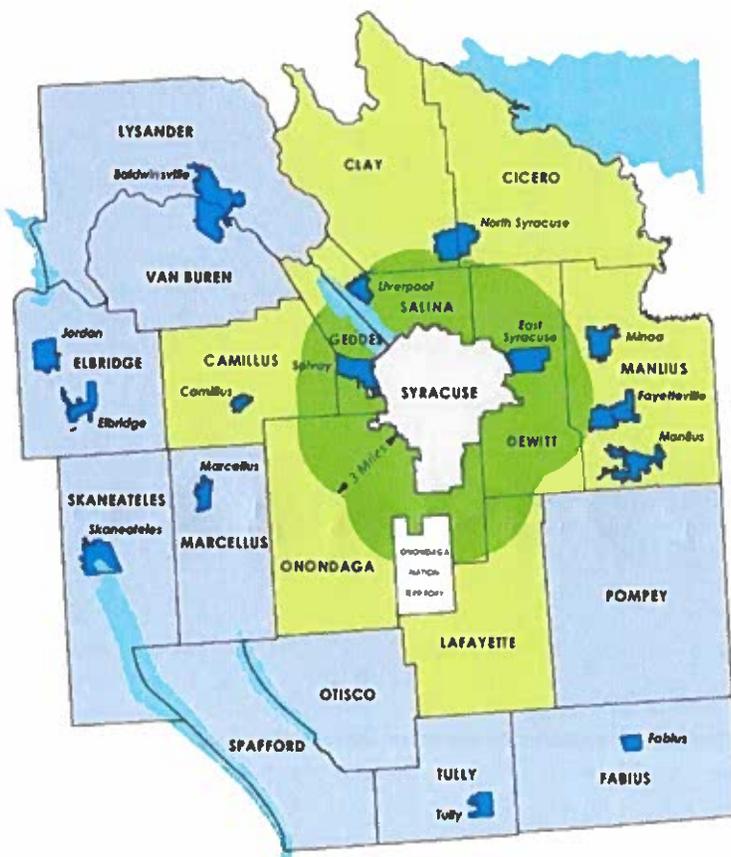
**WITHIN 3 MILES:** You must submit an application for Three-Mile Limit Review with the Syracuse Office of Zoning Administration. Subdivision plans for filing with the County Clerk must include signatures from the City's Office of Zoning Administration or City Planning Commission, as well as the City of Syracuse Department of Engineering.

**CONFIRMED AS BEYOND THREE MILES:** If your project is confirmed to be beyond three miles of the City of Syracuse, the Onondaga County Department of Planning will issue a letter of compliance verifying you are not subject to Three-Mile Limit Review. This letter is typically combined with the Planning Departments Street Names Compliance Letter (Step 4).

**TOWNS FULLY OUTSIDE THREE MILES:** Your project is outside the three-mile boundary. The Onondaga County Department of Planning will verify this within its Right-of-Way Designation compliance letter (Step 4). No further action is necessary.

**VILLAGES:** Projects in Villages are NOT subject to Three-Mile Limit review. The Onondaga County Department of Planning will verify this within its Right-of-Way Designation compliance letter (Step 4). No further action is necessary.

**CITY OF SYRACUSE:** Projects in the City of Syracuse are NOT subject to Three-Mile Limit review. The Onondaga County Department of Planning will verify this within its Right-of-Way Designation compliance letter (Step 4). No further action is necessary.



## STEP 6: CERTIFICATION OF REAL PROPERTY TAX STATUS

Applicants must provide certification that all real property taxes have been paid in order to file a subdivision.

**In a Town or Village:** Contact any private abstract/title company for certification. Some companies have offices in the County Clerk's Office.

**In the City of Syracuse:** Contact or visit the City Finance Department for certification.

## STEP 7: FILE YOUR MAP WITH THE COUNTY CLERK

This is the final step in the subdivision process. Approved subdivision maps are to be filed with the County Clerk, located at the County Courthouse or via digital submission. The filing fee is \$10.00.

## SUBDIVISION MAP FILING REQUIREMENTS

### BASIC REQUIRED MAP INFORMATION

The subdivision map must include the following information:

- ✓ Tract name (cannot be Farm Lot or Military Lot)
- ✓ Property location by town, city or village
- ✓ Farm/Military Lot and/or block numbers
- ✓ North arrow
- ✓ Certificate of Licensed Land Surveyor

*"We (or I) hereby certify that this is an accurate subdivision plat prepared by us (or me) on (date). This subdivision plat meets the current standards stated in the NYSAPLS Code of Practice for Land Surveys pertaining to All Boundary/Title Surveys. The subdivision boundary closure is (boundary closure precision). This map is not valid without the original seal of the surveyor."*

CERTIFICATE OF LICENSED LAND SURVEYOR

### ONONDAGA COUNTY SUBDIVISION MAP REQUIREMENTS

- ✓ Each new lot will have a definite designation number or letter per the new map.
- ✓ Each amended lot will have a definite designation per the new map to avoid confusion with the original lot designation as shown on a previous subdivision map (e.g. Lot 10 becomes Lot 10A).
- ✓ Existing parcels or lots to be added to or subtracted from will have a definite designation per the new map depicting all necessary conveyances.
- ✓ Each line or curve of all new or amended lots must clearly show all necessary geometry.
- ✓ Shorelines will have a tie line with geometry for closure.
- ✓ The map shall have absolutely no disclaimers preventing the use of said map as a legal descriptor for any new or amended lot or lots shown.
- ✓ All amended maps or resubdivision maps must recite which existing map number they are amending, and clearly describe which lots or areas are being amended and why.

### MAP FILING OPTIONS

Subdivision maps may be filed either as hard copy or electronically, pursuant to NYSRP Law §334 (2-a). While law allows for mandatory electronic filing at the Clerk's discretion, the Onondaga County Clerk does not currently mandate electronic filing of subdivision maps at this time.

#### Hard Copy Filing

The subdivision map must be:

- ✓ Printed in black ink on either paper, linen, cloth backed paper, or Mylar.
- ✓ No larger than 36"x 44" in size.
- ✓ Clear and legible for reproduction. No folded or bent maps.
- ✓ Signed in either blue or black ink. Stamps may only be in black ink. Only original signatures are acceptable.

### Electronic Filing

The subdivision map must be:

- Either in PDF-A or TIFF file format.
- A minimum of 300 dpi/ppi and maximum of 600 dpi/ppi.
- Tag-embedded in the code of the file properties so that printing of the map will result in print to original size and scale.
- Submitted through an approved e-recording vendor, already used for e-recording of land documents.

E-filing Notes:

- More color on subdivision maps will mean slower upload and download times.
- **Maps submitted for electronic filing *must* contain all applicable authorization signatures and/or stamps from agencies as described herein.**

## READY TO FILE?

Did you include all required information on your subdivision map?

Do you have authorization signatures, stamps or letters from each required Agency?

Town, Village or City Official(s) - Subdivision Plan Approval (stamp)

Department of Transportation Review (part of municipal review; permits may be required separate from subdivision process)

Onondaga County Health Department (stamp)

Onondaga County Department of Planning - Street Names Review Compliance (letter)

Three-Mile Limit Review:

- Syracuse Office of Zoning Administration - Three-Mile Limit Review Approval (2 signatures);  
or
- Onondaga County Department of Planning - Compliance Letter (part of Street Names letter)

Abstract/Title Company/City Finance Dept. - Real Property Tax Certification

If you can check all of the above boxes, you are ready to file!

## CONTACTS

### Onondaga County

#### County Clerk

Onondaga County Courthouse,  
Room 200  
401 Montgomery St  
(315)435-2226 / 2227  
Mon-Fri: 8:30am-4:00pm  
(Must be in line by 3:45 in order  
to file documents.)

#### Department of Planning– Addressing Division

Carnegie Library Bldg, 1<sup>st</sup> Floor  
335 Montgomery St  
(315)435-2616  
addressing@ongov.net

#### Department of Transportation

6230 East Molloy Rd  
East Syracuse  
(315)435-3205  
highwaypermits@ongov.net

#### Health Department – Bureau of Public Health Engineering

Civic Center, 12<sup>th</sup> Floor  
421 Montgomery St.  
(315)435-6600  
jtill@ongov.net

### City of Syracuse

#### Zoning Office

One Park Place, Suite 700  
300 S State St  
(315)448-8640/ (315)448-4715  
zoning@syr.gov

#### Department of Assessment

City Hall, Room 130  
233 E Washington St  
(315)448-8280  
assessment@syr.gov

#### Department of Finance – City Payment Center

City Hall, Room 122  
233 E Washington St  
(315)448-8310  
citypayments@syr.gov

#### City Engineer

City Hall, Room 401  
233 E Washington St  
(315)448-8200  
engineering@syr.gov

### New York State

#### Department of Transportation

Region 3 - State Office Building  
333 E Washington St  
Permit Coordinators:  
Residential – East (315)458-1910  
Residential – West (315)672-8151  
Commercial – (315)428-3233  
[dot.ny.gov/permits](http://dot.ny.gov/permits)

### Towns & Villages

You can find contact information  
for the 34 Towns and Villages in  
Onondaga County by going to:

- [ongov.net/links](http://ongov.net/links) for a list of  
links to municipal web  
pages.
- [ongov.net/legislature](http://ongov.net/legislature) and  
click on the link to their  
annual Roster/Guide to  
County Departments, City,  
Town, Village and School  
Districts.

