



ONEIDA COUNTY – STATE OF NEW YORK
MARY FINEGAN COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R2024-001098

Receipt#: 20241236223
Clerk: JW
Rec Date: 08/30/2024 02:07:47 PM
Doc Grp: MR
Descrip: LEASE (ANY)
Num Pgs: 4

Party1: WEST DACKS LLC
Party2: ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
Town: BOONVILLE

Recording:

Cover Page	20.00
Number of Pages	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 65.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 65.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 556
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To: .

BOND SCHOENECK & KING PLLC
501 MAIN STREET
UTICA NEW YORK 13501

WARNING***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Mary Finegan
Oneida County Clerk

20241236223 Clerk: JW

R2024-001098
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LEASE (ANY)
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Mary Finegan, Oneida County Clerk

TERMINATION OF LEASE AGREEMENT

RTR → THIS TERMINATION OF LEASE AGREEMENT (the "Termination of Lease Agreement") dated as of August 30, 2024 by and between WEST DACKS, LLC, a New York limited liability company, with offices at 13492 State Route 12, Boonville, New York 13309 (the "Company") and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain Lease Agreement dated as of December 1, 2015 (the "Lease Agreement") pursuant to which the Company granted the Agency a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Lease Agreement was recorded on December 4, 2015, as Instrument No. R2015-001582 in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Lease Agreement terminates concurrently with the term of that certain Leaseback Agreement dated as of December 1, 2015 (the "Leaseback Agreement") between the Company and the Agency, the term of which Leaseback Agreement is scheduled to expire at 11:59 p.m. on December 31, 2026; and

WHEREAS, pursuant to Section 8.1 of the Leaseback Agreement, the Company and the Agency further agreed that the Company shall have the option to terminate the Leaseback Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so and satisfaction of the conditions set forth in Section 8.2 of the Leaseback Agreement; and


WHEREAS, the conditions set forth in Section 8.2 of the Leaseback Agreement were satisfied on or before August ~~30~~, 2024.

NOW, THEREFORE, it is hereby agreed that the Lease Agreement is terminated as of August ~~30~~, 2024, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Lease Agreement and this Termination of Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

WEST DACKS LLC

By: 
Name: Kent Martin
Title: Member

STATE OF NEW YORK)
)ss:
COUNTY OF ONONDAGA)


On the 27th day of August in the year 2024, before me, the undersigned, personally appeared Kent Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

[Seal]

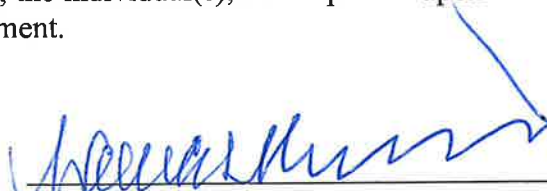
Daniel K. Mannion
Notary Public, State of New York
Qualified in Onondaga Co., No. 02MA6257771
My Commission Expires 3/19/28

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Stephen R. Zogby
Chairman

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

On the 27th day of August in the year 2024, before me, the undersigned, personally appeared Stephen R. Zogby, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

[Seal]



Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501



ONEIDA COUNTY – STATE OF NEW YORK
MARY FINEGAN COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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DEVELOPMENT AGENCY
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Transfer Tax #: 557
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BOND SCHOENECK & KING PLLC
501 MAIN STREET
UTICA NEW YORK 13501

WARNING***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Mary Finegan
Oneida County Clerk

20241236223 Clerk: JW

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Mary Finegan, Oneida County Clerk

TERMINATION OF LEASEBACK AGREEMENT

R+R → THIS TERMINATION OF LEASEBACK AGREEMENT (the "Termination of Leaseback Agreement") dated as of August 30, 2024 by and between ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441-4105 (the "Agency"), and WEST DACKS, LLC, a New York limited liability company, with offices at 13492 State Route 12, Boonville, New York 13309 (the "Company").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain Leaseback Agreement dated as of December 1, 2015 (the "Leaseback Agreement") pursuant to which the Agency granted the Company a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Leaseback Agreement was recorded on December 4, 2015, as Instrument No. R2015-001583 in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Leaseback Agreement is scheduled to expire at 11:59 p.m. on December 31, 2026; and

WHEREAS, pursuant to Section 8.1 of the Leaseback Agreement, the Company and the Agency further agreed that the Company shall have the option to terminate the Leaseback Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so and satisfaction of the conditions set forth in Section 8.2 of the Leaseback Agreement; and

WHEREAS, the conditions set forth in Section 8.2 of the Leaseback Agreement were satisfied on or before August 30, 2024.

NOW, THEREFORE, it is hereby agreed that the Leaseback Agreement is terminated as of August 30, 2024, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Leaseback Agreement and this Termination of Leaseback Agreement.

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Leaseback Agreement to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY


BY: 
Stephen R. Zogby
Chairman

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


On the 27th day of August in the year 2024, before me, the undersigned, personally appeared Stephen R. Zogby, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Seal]




Notary Public
My Commission Expires:

WEST DACKS LLC

By: 
Name: Kent Martin
Title: Member

STATE OF New York)
)ss:
COUNTY OF Oneida)

On the 26th day of August in the year 2024, before me, the undersigned, personally appeared Kent Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy A. Lee
Reg.#01LE6214276
Notary Public - New York
Qualified in Oneida County
My Commission Expires
12/07/2025


Notary Public
My Commission Expires: