

Receipt # 3206106

Book Page D 12725 0001

No. Pages: 12

Instrument: EASEMENT AGREEMENT

Control #: 202209260913

Ref #: TT0000003956

Date: 09/26/2022

Time: 4:13:50 PM

Return To:
AMROCK, LLC - COMMERCIAL
662 WOODWARD AVE.
DETROIT, MI 48226

GM COMPONENTS HOLDINGS LLC,

PEOPLE OF THE STATE OF NEW YORK,

Recording Fee	\$26.00	
Pages Fee	\$55.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: RRR
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$105.00	

State of New York

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

Consideration: \$0.00

JAMIE ROMEO

MONROE COUNTY CLERK



**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE
ENVIRONMENTAL CONSERVATION LAW**

Prepared by and Return To:

General Motors LLC
Legal Staff
300 Renaissance Center
Mail Code: 482-C25-A68
Detroit, MI 48265
Attn: Ingrid Szura

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 8th day of September, 2022 between Owner, GM Components Holdings, LLC (GMCH), having an office at 300 Renaissance Center, 19th Fl., Detroit, Michigan, 48265 (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 1000 Lexington Ave. in the City of Rochester, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel number: Section #090.790, Block 0001, Lot 001.002, being a portion of the property conveyed to Grantor by deed dated October 6, 2009 and recorded in the Monroe County Clerk's Office in Liber and Page 10802/483. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 86.701 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 14, 2020 prepared by John E. McIntosh III of McIntosh & McIntosh, P.C., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: B8-0531-98-06, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii)
and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

- (i) are in-place;
- (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

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defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 828064
Office of General Counsel
NYSDEC
625 Broadway, 14th Fl
Albany New York 12233-1500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

GM Components Holdings, LLC (GMCH)

By: General Motors LLC, its member

By: *Debra H. Hoge*

Print Name: Debra H. Hoge

Title: Global Director Real Estate Date: Aug 25, 2022

Grantor's Acknowledgment

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On the 25th day of August, in the year 2022, before me, the undersigned personally appeared Debra H. Hoge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

Kathleen M. Rentenbach
Notary Public - State of Michigan

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2023
ACTING IN COUNTY OF Wayne

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: Andrew Guglielmi
Andrew Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 8th day of September in the year 2022 before me, the undersigned, personally appeared Andrew Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer Andaloro
Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County
Commission Expires January 14, 2024

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

SCHEDULE "A" PROPERTY DESCRIPTION

Legal Description

86.701± Acres

Job No. M-4366

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe, State of New York and being part of Town Lot 72 of the 20,000 Acre Tract, bounded and described as follows: BEGINNING AT A POINT on the easterly line of Mt. Read Boulevard (variable width R.O.W.) where the same is intersected by the northerly line of Lexington Avenue (variable width R.O.W.), and from said beginning point running thence:

RUNNING THENCE the following courses along the easterly line of Mt. Read Boulevard:

1. N-00°-28'-03"-W a distance of 2471.63 feet to a point;
2. S-36°-37'-11"-E a distance of 91.38 feet to a point;
3. S-42°-24'-06"-E a distance of 12.01 feet to a point;
4. N-00°-56'-03"-W a distance of 328.51 feet to a point;
5. N-31°-32'-13"-E a distance of 65.19 feet to a point;
6. N-89°-03'-57"-E a distance of 45.02 feet to a point on the southwesterly line of Driving Park Avenue (variable width R.O.W.);
7. S-43°-30'-22"-E, along said Driving Park Avenue, a distance of 2069.0 feet to a point;
8. S-55°-41'-18"-E, continuing along said Driving Park Avenue, a distance of 273.02 feet to a point;

RUNNING THENCE the following courses along the southerly line of Parcel 090.790-0001-003.001, lands n/f American Packaging Corp.:

1. S-00°-58'-12"-E a distance of 295.07 feet to a point;
2. S-46°-54'-48"-E a distance of 179.71 feet to a point;
3. S-54°-02'-14"-E a distance of 205.43 feet to a point;
4. S-36°-23'-14"-E a distance of 108.91 feet to a point;
5. S-24°-43'-22"-E a distance of 106.67 feet to a point;
6. S-13°-04'-09"-E a distance of 108.91 feet to a point on the northwesterly line of lands n/f Rochester & Southern Railroad;
7. S-28°-54'-11"-W, along said Railroad, a distance of 44.49 feet to a point;

County: Monroe Site No: 828064 Order on Consent Index : B8-0531-98-06

8. Continuing along said Railroad along the arc of a tangent curve to the right with a radius of 1587.28 feet, an arc length of 320.48 feet to a point on the above referenced northerly line of Lexington Avenue,;

RUNNING THENCE the following courses along said northerly line of Lexington Avenue:

1. S-89°-11'-21"-W a distance of 450.38 feet to a point;
2. N-00°-48'-39"-W a distance of 5.00 feet to a point;
3. S-89°-11'-21"-W a distance of 273.50 feet to a point;
4. S-00°-48'-39"-E a distance of 5.00 feet to a point;
5. S-89°-11'-21"-W a distance of 305.00 feet to a point;
6. N-00°-48'-39"-W a distance of 5.00 feet to a point;
7. S-89°-11'-21"-W a distance of 737.00 feet to a point;
8. N-00°-48'-39"-W a distance of 5.00 feet to a point;
9. S-89°-11'-21"-W a distance of 202.80 feet to a point;
10. N-45°-47'-10"-W a distance of 42.41 feet to the POINT OR PLACE OF BEGINNING, containing 86.701 Acres, be the same, more or less.

Note: Explanation of Deviation of Easement Area from Land Parcel Records for Easement Area

The land acquisition located along the northerly line of Lexington Avenue in Liber 4561, Page 173, resulted in the reduction of approximately 40.0' along the corner of Mt. Read Boulevard in Map No. 110, Parcel No. 128 and the northerly line of Lexington Avenue. (see attached ordinance).

Parcel tax ID No. 105.23-1-1 located at 891 Lexington Ave as referred to in the quitclaim deed is not listed in the easement area description as this portion of the property was not included in the Record of Decision issued by the Department in March 31, 2011 and under Item 3 of the Order on Consent #B8-0531-98-06 dated September 18, 2020.

Job No. M-4366

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe, State of New York and being part of Town Lot 72 of the 20,000 Acre Tract, bounded and described as follows: BEGINNING AT A POINT on the easterly line of Mt. Read Boulevard (variable width R.O.W.) where the same is intersected by the northerly line of Lexington Avenue (variable width R.O.W.), and from said beginning point running thence:

RUNNING THENCE the following courses along the easterly line of Mt. Read Boulevard:

1. N-00° -28'-03"-W a distance of 2471.63 feet to a point;
2. S-36°-37'-11"-E a distance of 91.38 feet to a point;
3. S-42°-24'-06"-E a distance of 12.01 feet to a point;
4. N-00°-56'-03"-W a distance of 328.51 feet to a point;
5. N-31°-32'-13"-E a distance of 65.19 feet to a point;
6. N-89°-03'-57"-E a distance of 45.02 feet to a point on the southwesterly line of Driving Park Avenue (variable width R.O.W.);
7. S-43°-30'-22"-E, along said Driving Park Avenue, a distance of 2069.0 feet to a point;
8. S-55°-41'-18"-E, continuing along said Driving Park Avenue, a distance of 273.02 feet to a point;

RUNNING THENCE the following courses along the southerly line of Parcel 090.790-0001-003.001, lands n/f American Packaging Corp.:

1. S-00°-58'-12"-E a distance of 295.07 feet to a point;
2. S-46°-54'-48"-E a distance of 179.71 feet to a point;
3. S-54°-02'-14"-E a distance of 205.43 feet to a point;
4. S-36°-23'-14"-E a distance of 108.91 feet to a point;
5. S-24°-43'-22"-E a distance of 106.67 feet to a point;
6. S-13°-04'-09"-E a distance of 108.91 feet to a point on the northwesterly line of lands n/f Rochester & Southern Railroad;
7. S-28°-54'-11"-W, along said Railroad, a distance of 44.49 feet to a point;
8. Continuing along said Railroad along the arc of a tangent curve to the right with a radius of 1587.28 feet, an arc length of 320.48 feet to a point on the above referenced northerly line of Lexington Avenue,;

RUNNING THENCE the following courses along said northerly line of Lexington Avenue:

1. S-89°-11'-21"-W a distance of 450.38 feet to a point;
2. N-00°-48'-39"-W a distance of 5.00 feet to a point;

3. S-89°-11'-21"-W a distance of 273.50 feet to a point;
4. S-00°-48'-39"-E a distance of 5.00 feet to a point;
5. S-89°-11'-21"-W a distance of 305.00 feet to a point;
6. N-00°-48'-39"-W a distance of 5.00 feet to a point;
7. S-89°-11'-21"-W a distance of 737.00 feet to a point;
8. N-00°-48'-39"-W a distance of 5.00 feet to a point;
9. S-89°-11'-21"-W a distance of 202.80 feet to a point;
10. N-45°-47'-10"-W a distance of 42.41 feet to the POINT OR PLACE OF BEGINNING,
containing 86.701 Acres, be the same, more or less.

NOTES CORRESPONDING TO SCHEDULE B

AMROCK INC. ORDER NO. C000122031
DATED NOVEMBER 5, 2019

- ⑦ EASEMENTS NO. 1, 3, 4, 5 AND 7 RESERVED AND RESTRICTIONS IMPOSED IN A DEED FROM THE CITY OF ROCHESTER TO GENERAL MOTORS CORPORATION RECORDED JUNE 18, 1971 IN LIBER 4127 OF DEEDS, PAGE 444. AFFECTS SURVEYED PREMISES AND ARE PLOTTED HEREON.
- ⑧ TERMS AND CONDITIONS OF A TRAFFIC SIGNAL EASEMENT AND AGREEMENT RECORDED ON DECEMBER 29, 2004 IN LIBER 10068 OF DEEDS, PAGE 254. DOES NOT AFFECT SURVEYED PREMISES.
- ⑩ TERMS AND CONDITIONS OF A VEGETATION MANAGEMENT EASEMENT GRANTED TO ROCHESTER GAS AND ELECTRIC CORPORATION RECORDED ON FEBRUARY 6, 2009 IN LIBER 10715 OF DEEDS, PAGE 177. AFFECTS SURVEYED PREMISES AND IS APPROXIMATELY PLOTTED HEREON.

**NYSDEC EASEMENT DESCRIPTION
GM COMPONENTS HOLDINGS, LLC
NYSDEC SITE NO. HW8-28-064**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe, State of New York and being part of Town Lot 72 of the 20,000 Acre Tract, bounded and described as follows:
BEGINNING AT A POINT on the easterly line of Mt. Read Boulevard (variable width R.O.W.) where the same is intersected by the northerly line of Lexington Avenue (variable width R.O.W.), and from said beginning point running thence:
RUNNING THENCE the following courses along the easterly line of Mt. Read Boulevard:
1. N-00°-28'-03"-W a distance of 2471.63 feet to a point;
2. S-36°-37'-11"-E a distance of 91.38 feet to a point;
3. S-42°-24'-06"-E a distance of 12.01 feet to a point;
4. N-00°-56'-03"-W a distance of 328.51 feet to a point;
5. N-31°-32'-13"-E a distance of 65.19 feet to a point;
6. N-89°-03'-57"-E a distance of 45.02 feet to a point on the southwesterly line of Driving Park Avenue (variable width R.O.W.);
7. S-43°-30'-22"-E, along said Driving Park Avenue, a distance of 2069.0 feet to a point;
8. S-55°-41'-18"-E, continuing along said Driving Park Avenue, a distance of 273.02 feet to a point;
RUNNING THENCE the following courses along the southerly line of Parcel 090.790-0001-003.001, lands n/f American Packaging Corp.:
1. S-00°-58'-12"-E a distance of 295.07 feet to a point;
2. S-46°-54'-48"-E a distance of 173.71 feet to a point;
3. S-54°-02'-14"-E a distance of 205.43 feet to a point;
4. S-36°-23'-14"-E a distance of 108.91 feet to a point;
5. S-24°-43'-22"-E a distance of 106.67 feet to a point;
6. S-13°-04'-09"-E a distance of 108.91 feet to a point on the northwesterly line of lands n/f Rochester & Southern Railroad;
7. S-28°-54'-11"-W, along said Railroad, a distance of 44.49 feet to a point;
8. Continuing along said Railroad along the arc of a tangent curve to the right with a radius of 1587.28 feet, an arc length of 320.48 feet to a point on the above referenced northerly line of Lexington Avenue;
RUNNING THENCE the following courses along said northerly line of Lexington Avenue:
1. S-89°-11'-21"-W a distance of 450.38 feet to a point;
2. N-00°-48'-39"-W a distance of 5.00 feet to a point;
3. S-89°-11'-21"-W a distance of 273.50 feet to a point;
4. S-00°-48'-39"-E a distance of 5.00 feet to a point;
5. S-89°-11'-21"-W a distance of 305.00 feet to a point;
6. N-00°-48'-39"-W a distance of 5.00 feet to a point;
7. S-89°-11'-21"-W a distance of 737.00 feet to a point;
8. N-00°-48'-39"-W a distance of 5.00 feet to a point;
9. S-89°-11'-21"-W a distance of 202.80 feet to a point;
10. N-45°-47'-10"-W a distance of 42.41 feet to the POINT OR PLACE OF BEGINNING, containing 86.701 Acres, be the same, more or less.

**RECORD DESCRIPTION
L-10802, P-483**

PARCEL 090.790-0001-001.002

Beginning at a point on the easterly line of Mt. Read Boulevard (variable width R.O.W.) where the same is intersected by the northerly line of Lexington Avenue (variable width R.O.W.), and from said beginning point running thence:
Running the following courses along the easterly line of Mt. Read Boulevard:
1. North 00°42'27" West a distance of 2486.73 feet to a point, thence
2. South 35°59'55" East a distance of 91.38 feet to a point, thence
3. South 41°48'50" East a distance of 26.90 feet to a point, thence
4. North 01°08'58" West a distance of 323.96 feet to a point, thence
5. North 31°40'32" East a distance of 64.97 feet to a point, thence
6. North 88°54'43" East a distance of 44.23 feet to a point on the southwesterly line of Driving Park Avenue (variable width R.O.W.), thence
7. Along said Driving Park Avenue, South 43°40'21" East a distance of 2070.11 feet to a point, thence
8. Continuing along said Driving Park Avenue, South 55°44'42" East a distance of 270.08 feet to a point, thence
Running the following courses along the southerly line of Parcel 090.790-0001-003.001, lands n/f American Packaging Corp.:
9. South 01°11'23" East a distance of 295.07 feet to a point, thence
10. South 47°07'29" East a distance of 173.71 feet to a point, thence
11. South 54°15'44" East a distance of 205.43 feet to a point, thence
12. South 36°35'46" East a distance of 108.91 feet to a point, thence
13. South 24°56'33" East a distance of 106.67 feet to a point, thence
14. South 13°17'20" East a distance of 108.91 feet to a point on the northwesterly line of lands n/f Rochester & Southern Railroad, thence
15. Along said Railroad, South 28°41'00" West a distance of 45.25 feet to a point, thence
16. Continuing along said Railroad along the arc of a tangent curve to the right with a radius of 1587.28 feet, turning a central angle of 11°46'45", for an arc length of 326.32 feet, the chord of which bears South 34°34'23" West for a distance of 325.75 feet to a rail monument found on the above referenced northerly line of Lexington Avenue, thence
Running the following courses along said northerly line of Lexington Avenue:
17. South 89°10'51" West a distance of 450.26 feet to a point, thence
18. North 00°49'08" West a distance of 5.00 feet to a point, thence
19. South 89°10'52" West a distance of 273.50 feet to a point, thence
20. South 00°49'08" West a distance of 5.00 feet to a point, thence
21. South 89°10'52" West a distance of 305.00 feet to a brass monument found, thence
22. North 00°49'08" West a distance of 5.00 feet to a point, thence
23. South 89°10'52" West a distance of 737.00 feet to a drill hole found, thence
24. North 00°49'08" West a distance of 5.00 feet to a point, thence
25. South 89°10'52" West a distance of 202.80 feet to a point, thence
26. North 45°47'39" West a distance of 42.41 feet to the point and place of beginning, containing 3,793,907 square feet or 87,0961 acres of land.

NOTES

- 1) SBL: CITY OF ROCHESTER TAX MAP NO. 90.79-1-1.2
- 2) REFERENCE MAP: ALTA/ACSM LAND TITLE SURVEY PREPARED BY FIRST ORDER, LLC DATED SEPTEMBER 2, 2009 AND IDENTIFIED AS FILE NAME: 1534, CROWN SERVICES GROUP JOB NO. 9221-08, SHEETS 1-6
- 3) REFERENCE MAP: SURVEY MAP ENTITLED "INSTRUMENT SURVEY MAP PREPARED FOR 720/777 DRIVING PARK AVENUE" PREPARED BY MAGDE LAND SURVEYING, P.C., FIELD WORK COMPLETED ON MAY 6, 2008, REDATED DECEMBER 11, 2009, LAST REVISED FEBRUARY 17, 2010
- 4) REFERENCE MAP: SUBDIVISION MAP ENTITLED "1000 DRIVING PARK SUBDIVISION" PREPARED BY FISHER ASSOCIATES, DATED APRIL 11, 2019, IDENTIFIED AS FA PROJECT NO. 134024 AND FILED IN THE MONROE COUNTY CLERK'S OFFICE JULY 26, 2019 IN LIBER 358 AT PAGE 94
- 5) REFERENCE MAP: ALTA/NSPS LAND TITLE SURVEY PREPARED BY FIRST ORDER, LLC DATED DECEMBER 17, 2019, LAST REVISED JANUARY 20, 2020 AND IDENTIFIED AS SURVEYOR'S DRAWING NO. 7239.DWG (MKA PROJECT NO. 5860-19-6240:003), SHEETS 1-8
- 6) INTERNAL PLANIMETRIC FEATURES OTHER THAN BUILDINGS OR LARGE TANKS HAVE NOT BEEN IDENTIFIED ON THIS SURVEY UNLESS WITHIN 5 FEET OF THE PROPERTY BOUNDARIES OR RIGHTS OF WAY.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT derweb@dec.ny.gov.

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW

LEGEND

— OE —	OVERHEAD ELECTRIC
— DE&T —	OVERHEAD ELECTRIC & TELEPHONE
— R.R. —	RAILROAD TRACKS
— X —	FENCE
— G.R. —	GUIDE RAIL
⊙ P.P.	POWER POLE
⊙ L.P.	LIGHT POLE
⊙ C.B.	CATCH BASIN
⊙ C.B.	CATCH BASIN
⊙ SAN. M.H.	SANITARY MANHOLE
⊙ ELEC. H.H.	ELECTRIC HAND HOLE
⊙ G.P.	GUARD POST
⊙ TRANS.	TRANSFORMER
⊙ G.V.	GAS VALVE
⊙ TEL. M.H.	TELEPHONE MANHOLE
⊙ ELEC. M.H.	ELECTRIC MANHOLE
⊙ TRAF. M.H.	TRAFFIC SIGNAL MANHOLE
⊙ M.H.	MANHOLE
S-89-42-15-W	DEED BEARING
S-89-42-15-W	NEW YORK STATE PLANE BEARING - WEST ZONE (NAD83)
—	EASEMENT BOUNDARY

(VARYING WIDTHS)

BOULEVARD

READ

MT.

REPUTED OWNER
GM COMPONENTS HOLDINGS, LLC
L-10802, P-483
PARCEL 090.790-0001-001.002
86.701±Ac.
3,776,687±Sq. Ft.

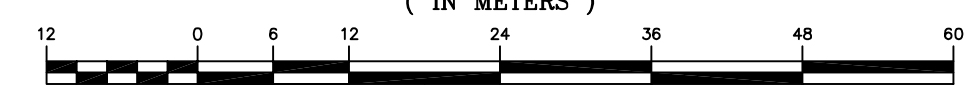
MATCH LINE - SEE SHEET 2 OF 4

NYSDEC SITE NO. HW8-28-064, SITE ADDRESS: "1000 LEXINGTON AVENUE", ROCHESTER, NEW YORK

McINTOSH & McINTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
429 PINE STREET, LOCKPORT, NEW YORK 14094
PHONE 433-2535 PHONE 625-8360

GRAPHIC SCALE
(IN METERS)

GRAPHIC SCALE
(IN FEET)



1 : 600

1 inch = 50 ft.



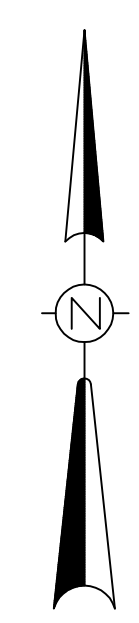
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RESURVEY	REVISION

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2009, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

LOCATION	SURVEY OF PART OF LOT-72, 20,000 ACRE TRACT CITY OF ROCHESTER, MONROE COUNTY, NEW YORK	
SHEET	SHEET 1 OF 4	
JOB No.	M-4366	SCALE: 1" = 50'
DATE:	OCTOBER 14, 2020	
DRAWN	MAE	
COMP.	JEM, III	
DESC.		
CADFILE	M4366.DWG	



(VARYING WIDTHS)

BOULEVARD

READ

MT.

LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR MT. READ BOULEVARD, MAPLE STREET TO RIDGE ROAD MAP NO. 110, PARCEL NO. 126

N-00'-49'-27"-W 2486.73' DEED = 2471.63' MEAS. ———
EDGE OF PAVED SHOULDER

METAL FENCE

ELEC. M.H.

REPUTED OWNER
GM COMPONENTS HOLDINGS, LLC
L-10802, P-483
PARCEL 090.790-0001-001.002

86.701±Ac.
3,776,687±Sq. Ft.

MULTI STORY
MASONRY & BLOCK
BUILDING NO. 1000

NO ACCESS
CONSTRUCTION
AREA

POINT OF BEGINNING
RECORD DESCRIPTION
& SURVEYOR'S
DESCRIPTION

42.41' DEED & MEAS.
N-45'-47'-10"-W
N-45'-47'-39"-W

PAVEMENT
3.0' WEST

SET MAG NAIL
ON CONC.

TRAFFIC BOX
ON CONC.

S.P.
3.1' S.W.

TRAFFIC M.H.
5.6' S.W.

SET DRILL HOLE
IN CONC. WALK
EX. RCS MON
4.0' SOUTH

ELEC. H.H.
1.0' SOUTH

TRAFFIC M.H.
1.0' SOUTH

TRAFFIC M.H.
0.2' SOUTH

TRAFFIC M.H.
3.5' EAST

CONC. WALK

TRAFF. M.H.
3.6' SOUTH

METAL FENCE

FENCE
1.0' SOUTH

FENCE
0.2' NORTH

SET REBAR
W/CAP

EX. RCS MON.
4.0' SOUTH

ELEC. H.H.
6.4' SOUTH

ELEC. H.H.
0.3' SOUTH

WALK
4.8' SOUTH

WALK
0.9' NORTH

TRAFF. M.H.
0.8' NORTH

ELEC. H.H.
ON LINE

CONC. WALK

WALK
ON LINE

WALK
ON LINE

WALK
4.8' SOUTH

TRAFF. M.H.
5.2' SOUTH

EX. RCS MON.
1.0' NORTH

WALK
0.2' SOUTH

TRAFF. M.H.
5.5' SOUTH

TEL. M.H.
3.3' SOUTH

ELEC. H.H.

FORMER HIGHWAY BOUNDARY

SET REBAR
W/CAP

ELEC. H.H.
CONC. WALK

TRAFF. M.H.
1.2' NORTH

TRAFF. M.H.
1.0' NORTH

ELEC. M.H.

GATE POST

GATE POST

GATE POST

LEXINGTON

AVENUE

(VARYING WIDTHS)

LANDS ACQUIRED BY THE CITY OF ROCHESTER FOR LEXINGTON AVENUE L-4561, P-173, PARCEL I

LANDS ACQUIRED BY THE CITY OF ROCHESTER FOR LEXINGTON AVENUE L-4561, P-173, PARCEL II

LEGEND

- OE — OVERHEAD ELECTRIC
- OE&T — OVERHEAD ELECTRIC & TELEPHONE
- RAILROAD TRACKS
- FENCE
- GUIDE RAIL
- POWER POLE
- LIGHT POLE
- C.B. CATCH BASIN
- C.B. CATCH BASIN
- SAN. M.H. SANITARY MANHOLE
- ELEC. H.H. ELECTRIC HAND HOLE
- G.P. GUARD POST
- TRANSF. TRANSFORMER
- G.V. GAS VALVE
- TEL. M.H. TELEPHONE MANHOLE
- ELEC. M.H. ELECTRIC MANHOLE
- TRAF. M.H. TRAFFIC SIGNAL MANHOLE
- M.H. MANHOLE
- DEED BEARING
- S-89'-42'-15"-W NEW YORK STATE PLANE BEARING - WEST ZONE (NAD83)
- S-89'-42'-15"-W EASEMENT BOUNDARY
- G.P. GUARD POST
- TRANSF. TRANSFORMER
- G.V. GAS VALVE
- TEL. M.H. TELEPHONE MANHOLE
- ELEC. M.H. ELECTRIC MANHOLE
- TRAF. M.H. TRAFFIC SIGNAL MANHOLE
- M.H. MANHOLE
- DEED BEARING
- S-89'-42'-15"-W NEW YORK STATE PLANE BEARING - WEST ZONE (NAD83)
- S-89'-42'-15"-W EASEMENT BOUNDARY

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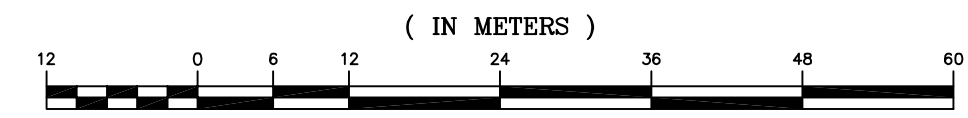
NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

NYSDEC SITE NO. HWB-28-064, SITE ADDRESS: "1000 LEXINGTON AVENUE", ROCHESTER, NEW YORK

McINTOSH & McINTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
429 PINE STREET, LOCKPORT, NEW YORK 14094
PHONE 433-2535 PHONE 625-8360

GRAPHIC SCALE

GRAPHIC SCALE



1 : 600

1 inch = 50 ft.

RESURVEY	REVISION

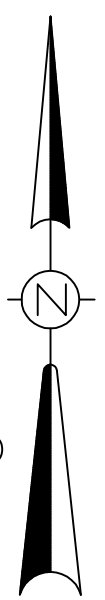
SURVEY OF PART OF LOT-72, 20,000 ACRE TRACT	
CITY OF ROCHESTER, MONROE COUNTY, NEW YORK	
SHEET 3 OF 4	
JOB No. M-4366	SCALE: 1" = 50'
DATE: OCTOBER 14, 2020	

DRAWN	MAS
COMP.	JEM, III
DESC.	
CADFILE	M4366.DWG

MATCH LINE - SEE SHEET 1 OF 4

LEGEND

- OE — OVERHEAD ELECTRIC
- OE&T — OVERHEAD ELECTRIC & TELEPHONE
- R — RAILROAD TRACKS
- F — FENCE
- GR — GUIDE RAIL
- P.P. — POWER POLE
- L.P. — LIGHT POLE
- C.B. — CATCH BASIN
- S.M. M.H. — SANITARY MANHOLE
- E.H.H. — ELECTRIC HAND HOLE
- G.P. — GUARD POST
- TRANSF. — TRANSFORMER
- G.V. — GAS VALVE
- TEL. M.H. — TELEPHONE MANHOLE
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- TRAF. M.H. — TRAFFIC SIGNAL MANHOLE
- M.H. — MANHOLE
- S-89-42-15-W — DEED BEARING
- S-89-42-15-W — NEW YORK STATE PLANE BEARING - WEST ZONE (NAD83)
- EASEMENT BOUNDARY



(VARYING WIDTHS)

BOULEVARD

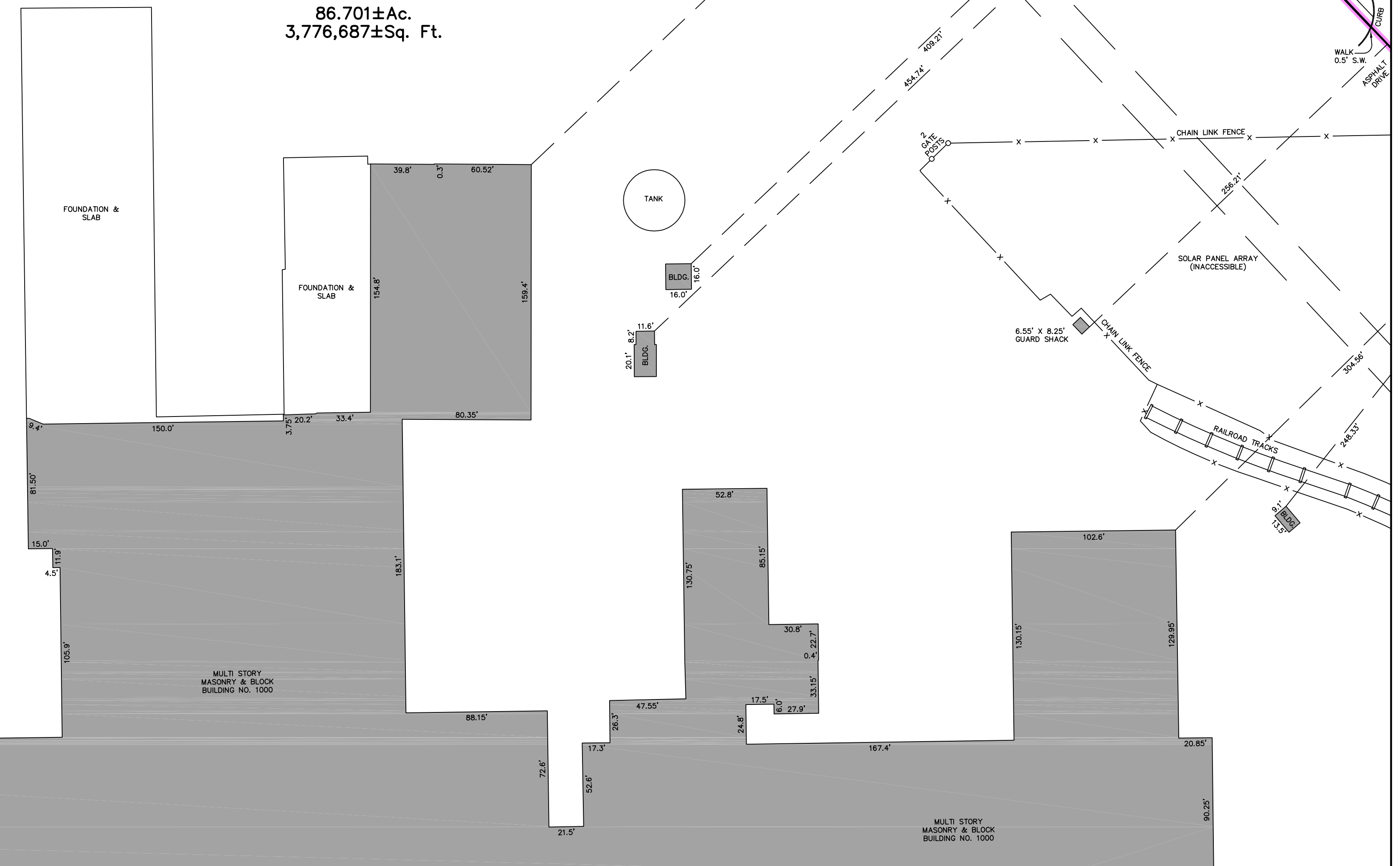
READ

MT.

2665.64± MAP
 LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK
 FOR MT. READ BOULEVARD, MAPLE STREET TO RIDGE ROAD
 MAP NO. 110, PARCEL NO. 128
 2511.47' MAP
 N-100°-28'-03"-W 2486.73' DEED = 2471.63' MEAS.
 EDGE OF PAVED SHOULDER
 METAL FENCE
 GATE POST
 FENCE 3.8' EAST
 C.B. 0.2' EAST



REPUTED OWNER
GM COMPONENTS HOLDINGS, LLC
 L-10802, P-483
 PARCEL 090.790-0001-001.002
86.701±Ac.
3,776,687±Sq. Ft.



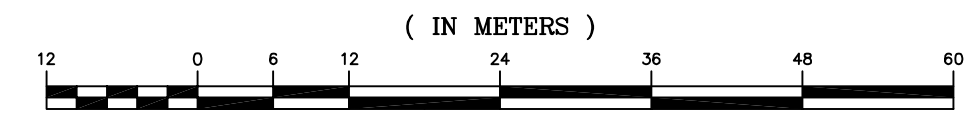
MATCH LINE - SEE SHEET 4 OF 4

MATCH LINE - SEE SHEET 3 OF 4

NYSDEC SITE NO. HWB-28-064, SITE ADDRESS: "1000 LEXINGTON AVENUE", ROCHESTER, NEW YORK

GRAPHIC SCALE

GRAPHIC SCALE



1 : 600

(IN FEET)
1 inch = 50 ft.

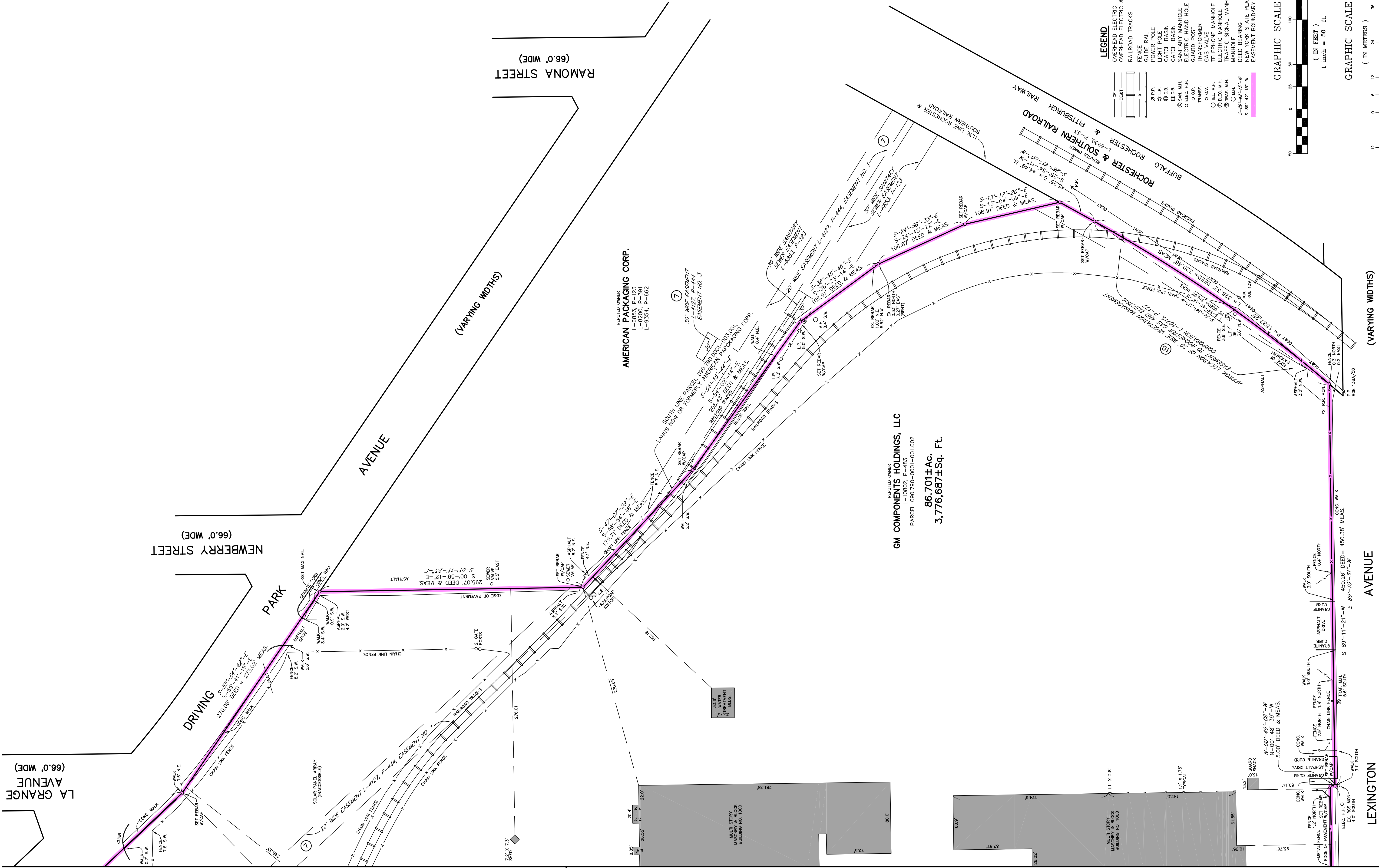
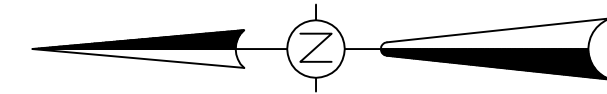
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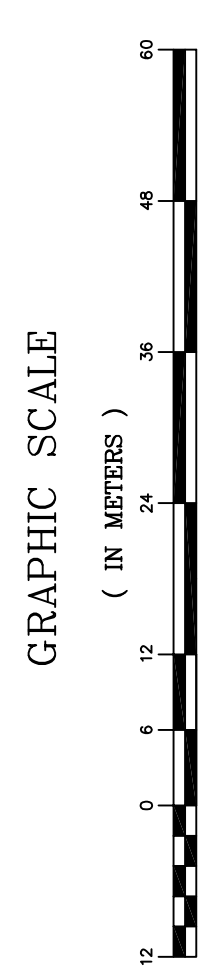
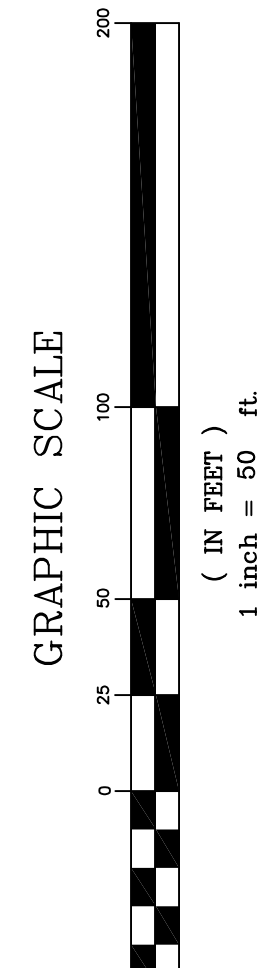
RESURVEY	REVISION

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

SURVEY OF PART OF LOT-72, 20,000 ACRE TRACT		DRAWN: MAS
CITY OF ROCHESTER, MONROE COUNTY, NEW YORK		COMP: JEM, III
SHEET 2 OF 4		DESC: CADFILE: M4366.DWG
JOB No. M-4366	SCALE: 1" = 50'	DATE: OCTOBER 14, 2020



- LEGEND**
- OVERHEAD ELECTRIC
 - OVERHEAD ELECTRIC & TELEPHONE
 - RAILROAD TRACKS
 - FENCE
 - GUIDE RAIL
 - POWER POLE
 - MANHOLE
 - CATCH BASIN
 - SANITARY MANHOLE
 - EL. VALVE
 - TRANSFORMER
 - GAS VALVE
 - TELEPHONE MANHOLE
 - TELEPHONE MANHOLE
 - TRAFFIC SIGNAL MANHOLE
 - DEED BEARING
 - NEW YORK STATE PLANE BEARING - WEST ZONE (NAD83)
 - EASEMENT BOUNDARY



1 : 600

NYSDEC SITE NO. HWB-28-064, SITE ADDRESS: "1000 LEXINGTON AVENUE", ROCHESTER, NEW YORK
McINTOSH & McINTOSH, P.C.
 CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
 429 PINE STREET, LOCKPORT, NEW YORK, 14094
 PHONE 433-2535 PHONE 628-5380

RESURVEY	REVISION

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LOCATION: **CITY OF ROCHESTER, MONROE COUNTY, NEW YORK**
 SURVEY OF PART OF LOT-72, 20,000 ACRE TRACT
 SHEET 4 OF 4
 JOB NO. **M-4366** SCALE: **1" = 50'** DATE: **OCTOBER 14, 2020**

MATCH LINE - SEE SHEET 2 OF 4

MATCH LINE - SEE SHEET 3 OF 4