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Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS
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September 14, 2026

SENT VIA CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED

City of Rochester
Attention: Manager of Environmental Quality
30 Church Street, Room 300 B
Rochester, New York 14614

Re: Notice of NYSDEC Environmental Easement
95 Mount Read Boulevard, Tax Parcel ID Number 120.38-1-1
NYSDEC Site Number 828085

Dear Sir or Madam:

Attached please find a copy of the recorded Environmental Easement, dated August 19, 2026, that was granted to the New York State Department of Environmental Conservation ("NYSDEC" or the "department") by the property owner, 95 Mt. Read Blvd, LLC, for the property identified in the caption above.

This Environmental Easement restricts future use of the above-referenced property to ":Industrial Use," as defined in the NYSDEC regulations in 6 NYCRR Part 375, section 375-1.8(g)(2). Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. NYSDEC approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

> 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
>
> 2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local

government shall not approve the application until it receives approval from the department.

An electronic version of every Environmental Easement that has been accepted by the NYSDEC is available to the public at: http://www.dec.ny.gov/chemical/36045.html.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

Harter Secrest & Emery LLP



Thomas M. Tuori
DIRECT DIAL: 585.231.1449
EMAIL: TTUORI@HSELAW.COM

TMT:ap

MONROE COUNTY – STATE OF NEW YORK

JAMIE ROMEO, COUNTY CLERK
39 W. MAIN ST, ROOM 101
ROCHESTER, NEW YORK 14614

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

BOOK/PAGE: 13230 / 157
INSTRUMENT #: 202603463638

Receipt#: 4578286
Clerk: CT
Rec Date: 09/10/2026 12:53:49 PM
Doc Grp: D
Descrip: EASEMENT AGREEMENT
Num Pgs: 10
Rec'd Frm: HARTER SECREST & EMERY LLP

Party1: 95 MT READ BLVD LLC
PEOPLE OF THE STATE OF NEW YORK
Party2: PEOPLE OF THE STATE OF NEW YORK
95 MT READ BLVD LLC
Town: ROCHESTER - 261400

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	95.00

Transfer Tax

Transfer Tax - State	0.00
Sub Total:	0.00
Total:	95.00

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

***** Transfer Tax *****
Transfer Tax #: 2261
Transfer Tax
Consideration: 0.00

Total: 0.00

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

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

JAMIE ROMEO

MONROE COUNTY CLERK

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

THIS INDENTURE made this 19th day of August, 2026 between Owner, 95 Mt. Read Blvd, LLC, having an office at 146 Halstead Street, Box 21, Suite 204, Rochester, County of Monroe, State of New York (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 95 Mount Read Blvd. 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 120.38 Block 1 Lots 1, being the same as that property conveyed to Grantor by deed dated June 28, 2005 and recorded in the Monroe County Clerk's Office in Instrument No. 200506280757. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 4.226 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 9, 2021 prepared by Scott E. Measday, License No. 50910, 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: R8-20151123-139, 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:

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, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), 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.

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

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: 828085
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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.

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

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

95 Mt. Read Blvd, LLC:

By: _____

Print Name: DENNIS P. MAGUIRE

Title: MEMBER Date: 7/31/26

Grantor's Acknowledgment

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

On the 31 day of July, in the year 20 26 before me, the undersigned, personally appeared Dennis Maguire, 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.

Sandra Evett Rivera
Notary Public - State of New York

SANDRA EVETT RIVERA
Notary Public, State of New York
No. 01RI6444492
Qualified in Monroe County
Commission Expires November 28, 2026

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 O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 19 day of August, in the year 2026 before me, the undersigned, personally appeared Andrew O. 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.

_____
Notary Public - State of New York

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2029

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, being part of Lot No. 85 in the 20,000 acre tract bounded and described as follows:

Beginning at a point in the west line of Mt. Read Boulevard as shown on a map made by W.R. Storey, Surveyor, dated December 1, 1925 and filed in Monroe County Clerk's Office on December 22, 1925 in Liber 65 of Maps, at page 17, said point being 314 feet from the original northerly street line of Buffalo Road, as measured along the west side of Mt. Read Blvd. as shown on said map;

Thence, running northerly in said west line of Mt. Read Boulevard a distance of 96.00 feet;

Thence, running westerly at right angles with Mt. Read Boulevard a distance of 260.00 feet;

Thence, westerly on a curve to the right having a radius of 410.276 feet and a central angle of 41 degrees 37 minutes 55 seconds, an arc length of 298.11 feet;

Thence, running southerly on a line parallel with the west line of Mt. Read Boulevard a distance of 613.04 feet to the northwesterly line of Buffalo Road;

Thence, running northeasterly in the northwesterly line of Buffalo Road, making an interior angle of 54 degrees 00 minutes 05 seconds with the last described course, a distance of 300.45 feet;

Thence, running northeasterly on a curve to the right having a radius of 100.00 feet, a central angle of 9 degrees 09 minutes 09 seconds, and an arc length of 15.97 feet;

Thence, running easterly on the northerly line of Buffalo Road along a line that is not tangent with the last described curve, forming an exterior angle of 85 degrees 38 minutes and 31 seconds, with a line from the radius point, a distance of 168.70 feet;

Thence, running northerly on a line making an interior angle of 112 degrees 29 minutes 17 seconds with the last described course, a distance of 59.98 feet;

Thence, running easterly on a line making an interior angle of 270 degrees 00 minutes 00 seconds with the last described course a distance of 83.54 feet to a point on the west line of Mt. Read Boulevard;

Thence, running northeasterly on the west line of Mt. Read Boulevard making an interior angle of 125 degrees 26 minutes 58 seconds with the last described course, a distance of 45.37 feet;

Thence, continuing northeasterly on the west line of Mt. Read Boulevard, making an interior angle of 153 degrees 09 minutes 24 seconds with the last described course a distance of 67.80 feet to the point of beginning.

Parcel contains 184,066 sq. ft. which equals 4.226 acres.

Address: 95 Mount Read Blvd,
Rochester NY 14611
Tax ID: 120.38-1-1

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Rochester
Attn: Manager of Environmental Quality
30 Church Street, Room 300 B
Rochester, New York 14614

9590 9402 8926 4064 8818 13

2. Article Number (Transfer from service label)
9589 0710 5270 3107 1527 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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- ☐ Return Receipt (hardcopy) $
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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To: City of Rochester
Street and Apt. No.: Attn: Manager of Environmental Quality
City, State, ZIP+4®: 30 Church Street, Room 300 B
Rochester, New York 14614

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS TRACKING #

9590 9402 8926 4064 8818 13

First-Class Mail
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United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Thomas M. Tuori, Partner
Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, NY 14604

#013465.2

HSE
Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS
WWW.HSELAW.COM

September 14, 2026

VIA EMAIL AND OVERNIGHT DELIVERY

New York State Department of Environmental Conservation
Bureau of Remediation
Office of General Counsel, 14th Floor
Attention: Mr. Brian Rashkow, Esq. [Brian.Rashkow@dec.ny.gov]
Attention: Ms. Cheryl Salem [Cheryl.Salem@dec.ny.gov]
625 Broadway
Albany, New York 12233-1500

Re: Recorded Environmental Easement and Notice to Municipality
General Circuits Site, NYSDEC Site No. 828085
95 Mt. Read Boulevard, City of Rochester, Monroe County
Site Owner: 95 Mt. Read Blvd, LLC

Dear Mr. Rashkow and Ms. Salem:

Attached please find copies of (1) our September 14, 2026, letter to the City of Rochester, which serves as the municipal notice for the Environmental Easement identified in the caption above, and which includes a copy of the recorded version of the Environmental Easement, dated August 19, 2026, and a copy of the Monroe County Clerk's recording page, dated September 10, 2026, and (2) proof of mailing of the letter to the City of Rochester, in the form of the certified main receipt.

Please contact me if you have any questions or need anything else.

Very truly yours,

Harter Secrest & Emery LLP

Thomas M. Tuori
DIRECT DIAL: 585.231.1449; CELL: 585.750.6833
EMAIL: TTUORI@HSELAW.COM

TMT:

Enclosures as noted