

Receipt # 2936753

Book Page D 12602 0346

No. Pages: 15

Instrument: EASEMENT AGREEMENT

Control #: 202112200585

Ref #: TT0000010007

Date: 12/20/2021

Time: 12:07:09 PM

Return To:  
HARTER SECREST & EMERY  
1600 BAUSCH & LOMB PL  
ROCHESTER, NY 14604-

XEROX CORPORATION,  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION,

XEROX CORPORATION,  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION,

Recording Fee	\$26.00	
Pages Fee	\$70.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: CT
TP-584 Form Fee	\$5.00	
<b>Total Fees Paid:</b>	<b>\$120.00</b>	

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: \$1.00

JAMIE ROMEO

MONROE COUNTY CLERK



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County: Monroe RCRA Permit No. 8/2654-00064/00040

DEC Site No: 828178

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36

RECORDED  
Time: 12:07 pm

OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

DEC 20 2021

When Recorded Return to:  
Harter Secrest & Emery, LLP  
1600 Bausch & Lomb Place  
Rochester, NY 14604  
Attn: Allison Bartlett

**THIS INDENTURE** made this 16<sup>th</sup> day of November, 2021, between Monroe County Clerk's Office Owner, Xerox Corporation, a New York Corporation, having an office at 201 Merritt 7, Norwalk, Connecticut 06851 (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 1345 Chiyoda Drive in the Village of Webster, 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 65.03 Block 1 Lot 41; and real property located at the address of 800 Phillips Road in the Town of Webster, 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 65.19 Block 1 Lot 1. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 87.256 +/- acres, and is hereinafter more fully described as "Environmental Easement #1" in the Land Title Survey dated September 15, 2021 prepared by Mark A. Forys, L.L.S. of Bergmann Associates, Architects, Engineers, Landscape Architects and Surveyors, D.P.C., which will be attached to the Site Management Plan. The Controlled Property description identified as "Environmental Easement #1" is set forth herein and attached hereto as Schedule A; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 800 Phillips Road in the Village of Webster, County of Monroe and State of New York, known and designated

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on the tax map of the County Clerk of Monroe as tax map parcel number: Section 65.19 Block 1 Lot 1; real property located at the address of 712 Phillips Road in the Village of Webster, 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 65.03 Block 1 Lot 9; and real property located at the address of 750 Phillips Road in the Town of Webster, 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 65.02 Block 1 Lot 40.11. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 603.871 +/- acres, and is hereinafter more fully described as "Environmental Easement #2" in the Land Title Survey dated September 15, 2021 prepared by Mark A. Forys, L.L.S. of Bergmann Associates, Architects, Engineers, Landscape Architects and Surveyors, D.P.C., which will be attached to the Site Management Plan. The Controlled Property description identified as "Environmental Easement #2" is set forth herein and attached hereto as Schedule A; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 660 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 1; real property located at the address of 666 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 2; real property located at the address of 672 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 3; real property located at the address of 676 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 4; real property located at the address of 640 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 5; and real property located at the address of 702 and 704 Salt Road in the Town of Webster, 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 66.03 Block 1 Lot 86.1. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 85.024 +/- acres, and is hereinafter more fully described as "Environmental Easement #3" in the Land Title Survey dated September 15, 2021 prepared by Mark A. Forys, L.L.S. of Bergmann Associates, Architects, Engineers, Landscape Architects and Surveyors, D.P.C., which will be attached to the Site Management Plan. The Controlled Property description identified as "Environmental Easement #3" is set forth herein 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 the RCRA permit (8/2654-00064/00040) for Grantor's facility (NYSDEC Site No. 828178/EPA ID No. NYD002211324), 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").

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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, as long as the groundwater withdrawal and use does not impact groundwater migration control measures, 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;

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(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)(2)(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:

RCRA Permitting Section  
Division of Materials Management  
NYSDEC  
625 Broadway  
Albany, New York 12233-7256  
Phone: (518) 402-8652

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.

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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 as set forth at 6 NYCRR Part 375-1.8(h)(3), except as superseded by conditions within the approved SMP.

(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

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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: RCRA Permit No. 8/2654-00064/00040  
Site Number: 828178  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to: RCRA Permitting Section  
Division of Materials Management  
NYSDEC  
625 Broadway  
Albany, NY 12233-7256

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

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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.

FOR INFORMATIONAL PURPOSES ONLY, the following properties comprise the Controlled Property as that term is used herein:

1345 Chiyoda Drive, tax map 65.03-1-41 (shown as Section 65.03 Block 1 Lot 41)  
800 Phillips Road, tax map 65.19-1-1 (shown as Section 65.19 Block 1 Lot 1)  
712 Phillips Road, tax map 65.03-1-9 (shown as Section 65.03 Block 1 Lot 9)  
750 Phillips Road, tax map 65.02-1-40.11 (shown as Section 65.02 Block 1 Lot 40.11)  
660 Salt Road, tax map 66.03-1-1 (shown as Section 66.03 Block 1 Lot 1)  
666 Salt Road, tax map 66.03-1-2 (shown as Section 66.03 Block 1 Lot 2)  
672 Salt Road, tax map 66.03-1-3 (shown as Section 66.03 Block 1 Lot 3)  
626 Salt Road, tax map 66.03-1-4 (shown as Section 66.03 Block 1 Lot 4)  
642 Salt Road, tax map 66.03-1-5 (shown as Section 66.03 Block 1 Lot 5)  
702 and 704 Salt Road, tax map 66.03-1-86.1 (shown as Section 66.03 Block 1 Lot 86.01)



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

Xerox Corporation:

By: *John Barrett*

Print Name: John Barrett

Title: Manager, Western Hemisphere Real Estate Portfolio Date: Nov 15<sup>th</sup>, 2021

**Grantor's Acknowledgment**

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

On the 10<sup>th</sup> day of NOV., in the year 2021, before me, the undersigned, personally appeared John Barrett, 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.

Robin Wood Siesto  
Notary Public - State of New York

ROBIN WOOD SIESTO  
Notary Public, State of New York  
Monroe County, Reg. 01SI4799953  
Commission Expires: June 3, 9/28/23



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**SCHEDULE "A" PROPERTY DESCRIPTION****Property Description for Xerox Corporation Environmental Easement #1****T.A. 65.03-1-41 & Part of 65.19-1-1****Phillips Road (A.K.A. County Road 8), Chiyoda Drive, Panama Road, & Orchard Street  
Village and Town of Webster New York**

All that tract or parcel of land, situate in the Town and Village of Webster, County of Monroe, State of New York and being situate in Great Lots 1 & 2 of the Salt Tract, Section 12, in Township 14, Range 4 of the Phelps and Gorham Purchase, Town and Village of Webster and more particularly bounded and described as follows:

Beginning at a rebar set on the west bounds of Phillips Road (A.K.A. County Road 8) at it's intersection with the southeast bounds of Chiyoda Drive (Liber 10847 of Deeds, Page 195), thence,

South 01°20'14" East, along the said west bounds of Phillips Road, a distance of 2335.81 feet to a rebar set on the north bounds of the lands now or formerly of Rochester Gas & Electric; thence,

South 79°35'45" West, along the said North bounds of Rochester Gas & Electric, a distance of 989.46 feet to a rebar set on the east bounds of Donovan Park Connection; thence,

North 01°43'15" West, along the said east bounds of Donovan Park Connection (Liber 4964 of Deeds, Page 110), a distance of 357.87 feet to a mag nail with disk set on the south bounds of Orchard Street; thence,

South 88°16'45" West, along the said south bounds of Orchard Street, a distance of 80.00 feet to a rebar set on the west bounds of Donovan Park Connection; thence,

South 01°43'15" East, along the said west bounds of Donovan Park Connection, a distance of 169.68 feet to a point on the division line between Xerox Corporation on the north, and lands of now or formerly of Samuel P. & Nancy M. D'Agnolo (T.A. No. 80.06-1-34.1) on the south; thence,

South 85°18'45" West, along said division line and the division line between said Xerox Corporation on the north and lands now or formerly of James F. Guck Sr. (T.A. No. 80.06-1-22-32) on the south, a distance of 594.66 feet to a rebar set on the division line between said Xerox Corporation on the east and lands now or formerly of Webster Lodge NO. 538 (T.A. No. 80.06-1-21) on the west; thence,

North 01°38'16" West, along said division line and the division line between said lands of Xerox Corporation on the east and the lands now or formerly of Horeth Family Limited Partnership (T.A. No. 80.06-1-20.22 & T.A. No. 65.18-1-15), lands now or formerly of Elizabeth W. Kittelberger (T.A. No. 65.18-1-7) on the west, a distance of 1508.69 feet to a monument found on the division line of the Town of Webster and the Village of Webster; thence,

North 86°36'02" East, along the said division line between the Town of Webster and the Village of Webster and the south bounds of Chiyoda Drive, a distance of 120.95 feet to a rebar set on the east bounds of Chiyoda Drive (Liber 10847 of Deeds, Page 195); thence, along the easterly bounds and southerly bounds of Chiyoda Drive the following thirteen courses:

1. with a curve turning to the left with an arc length of 77.72 feet, with a radius of 1530.00 feet, with a chord bearing of North 06°08'40" West, with a chord length of 77.72 feet to a drill hole set; thence
2. North 07°35'59" West, a distance of 127.71 feet to rebar set; thence,

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3. with a curve turning to the right with an arc length of 163.77 feet, with a radius of 1495.00 feet, with a chord bearing of North 04°27'42" West, with a chord length of 163.69 feet to rebar set; thence,
4. North 01°19'24" West, a distance of 294.47 feet to a rebar set; thence,
5. with a curve turning to the right with an arc length of 140.34 feet, with a radius of 89.27 feet, with a chord bearing of North 43°42'42" East, with a chord length of 126.33 feet to a rebar set; thence,
6. North 88°44'48" East, a distance of 577.15 feet to a rebar set; thence,
7. with a curve turning to the left with an arc length of 81.92 feet, with a radius of 280.00 feet, with a chord bearing of North 80°21'53" East, with a chord length of 81.63 feet to a rebar set; thence,
8. North 71°58'58" East, a distance of 185.57 feet to a rebar set; thence,
9. with a curve turning to the right with an arc length of 123.81 feet, with a radius of 636.00 feet, with a chord bearing of North 77°33'34" East, with a chord length of 123.61 feet, to a rebar set; thence,
10. North 83°08'10" East, a distance of 261.78 feet to a rebar set; thence,
11. with a curve turning to the left with an arc length of 101.01 feet, with a radius of 700.00 feet, with a chord bearing of North 79°00'08" East, with a chord length of 100.92 feet to a rebar set; thence,
12. North 74°52'06" East, a distance of 71.05 feet to a rebar set; thence,
13. with a curve turning to the right with an arc length of 135.87 feet, with a radius of 75.00 feet, with a chord bearing of South 53°14'04" East, with a chord length of 118.04 feet to the Point of Beginning.

Said parcel containing 87.256 acres, more or less, as shown on a map entitled "ALTA/NSPS Land Title Survey for Xerox Corporation 800 Phillips Road Webster, New York", prepared by Bergmann Associates, dated November 21, 2019, Project No. 14378.00.

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**Property Description for Xerox Corporation Environmental Easement #2  
Located in the Village of Webster (T.A. No. 65.19-1-1 & 65.03-1-9) and the  
Town of Webster (T.A. No. 65.02-1-40.11)  
Bounded by Phillips Road on the West and Salt Road on the East**

All that tract or parcel of land situate in the Town of Webster, County of Monroe, State of New York being part of Town Lot 7, Section 11 of the Salt Tract in Township 14, Range 4, being particularly bounded and described as follows:

Beginning at a point on the bounds of Phillips Road (County Road 8 – 66' wide) on the southerly line of Lot 1 of lands subdivided for Xerox Corporation and shown on Subdivision Map, Drawing No. SM-01, prepared by Bergmann Associates, dated June 10, 2008, last revised on November 24, 2008, said map filed at the Monroe County Clerk's Office Monroe County Clerk's Office in Liber 336 of Maps, Page 41 (Liber 10731 of Deeds, Page 75); thence, the following thirteen courses and distances along said southerly line of said Lot 1:

1. North 88°- 56'-38" East, a distance of 520.96 feet to a rebar found; thence,
2. North 01°- 03'-22" West, a distance of 511.00 feet to a rebar set; thence,
3. North 88°- 56'-38" East, a distance of 755.32 feet to a rebar found; thence,
4. North 01°- 03'-22" West, a distance of 151.06 feet to a point; thence,
5. North 88°- 56'-38" East, a distance of 553.90 feet to a point; thence,
6. North 01°- 03'-22" West, a distance of 755.32 feet to a rebar set; thence,
7. North 88°- 56'-38" East, a distance of 402.84 feet to a point; thence,
8. South 01°- 03'-22" East, a distance of 453.19 feet to a rebar found; thence,
9. North 88°- 56'-38" East, a distance of 151.06 feet to a rebar found; thence,
10. South 01°- 03'-22" East, a distance of 457.73 feet to a rebar set; thence,
11. North 88°- 56'-38" East, a distance of 906.39 feet to a rebar set; thence,
12. South 01°- 03'-22" East, a distance of 1057.45 feet to a rebar set; thence,
13. North 89°- 13'-02" East, a distance of 1718.67 feet to a rebar set on the westerly bounds of Salt Road (County Road 4 – 66' wide); thence,

South 01°-42'-25" East, along the said westerly bounds of Salt Road, a distance of 134.24 feet to an angle point; thence, continuing along the said westerly bounds of Salt Road the following courses:

1. South 01°-36'-28" East, a distance of 681.87 feet to an angle point; thence,
2. South 01°-43'-45" East, a distance of 1269.50 feet to an angle point; thence,

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3. South 01°-51'-25" East, a distance of 1050.92 feet to an axle in concrete found on the division line between said Xerox Corporation on the north, and lands now or formerly David L. Bertch (T.A. No. 65.20-1-1) on the south; thence,

South 88°-08'-35" West, along said division line, a distance of 200.00 feet to a point; thence,

South 01°-41'-55" East, continuing along said division line, a distance of 218.57 feet to an axle found; thence,

North 88°-33'-08" East, continuing along said division line, a distance of 200.00 feet to a rebar with cap found on the westerly bounds of Salt Road; thence,

South 01°-26'-52" East, along said westerly right of way line, a distance of 247.04 feet to a rebar with cap found on the division line between said Xerox Corporation on the north and lands now or formerly of Redfoot Properties LLC (T.A. No. 65.20-1-2) on the south; thence,

South 88°-33'-08" West, along said division line, a distance of 223.25 feet to a rebar with cap found; thence,

South 01°-26'-52" East; continuing along said division line, a distance of 170.00 feet to a rebar with cap found; thence,

North 88°-33'-08" East, continuing along said division line, a distance of 223.25 feet to a rebar with cap found on the westerly bounds of Salt Road; thence,

South 1°-26'-52" East, along the westerly bounds of Salt Road, a distance of 325.30 feet to a point on the northerly line of lands of Rochester Gas & Electric Corporation (formerly New York Central Railroad); thence,

South 79°-35'-45" West, along said northerly line of Rochester Gas & Electric Corporation (formerly New York Central Railroad), passing through a rebar set at 30.00 feet, a total distance of 5084.47 feet to a rebar set on the easterly bounds of said Phillips Road (66' wide); thence, the following three courses along the said easterly bounds of Phillips Road:

1. North 01°-20'-14" West, a distance of 2818.83 feet to an angle point; thence,
2. North 01°-34'-04" West, a distance of 1128.09 feet to an angle point; thence,
3. North 01°-33'-35" West, a distance of 1536.90 feet to the Point of Beginning.

Said parcel containing 603.871 acres, more or less, as shown on a map entitled "ALTA/NSPS Land Title Survey for Xerox Corporation 800 Phillips Road Webster, New York", prepared by Bergmann Associates, dated November 21, 2019, Project No. 14378.00.

County: Monroe RCRA Permit No. 8/2654-00064/00040

DEC Site No: 828178

**Property Description for Xerox Corporation Environmental Easement #3  
East Side of Salt Road  
Town of Webster, New York  
T.A. Nos. 66.03-1-1, 66.03-1-2, 66.03-1-3, 66.03-1-4, 66.03-1-5 & 66.03-1-86.1**

All that tract or parcel of land situate in the Town of Webster, County of Monroe, State of New York being part of Town Lot 7, Section 11 of the Salt Tract in Township 14, Range 4, being particularly bounded and described as follows:

Beginning at a point on the easterly bounds of Salt Road (County Road 6 – 66' wide) on the division line between lands now or formerly of the Xerox Corporation (Liber 8108 of Deeds, Page 272) on the north (shown as Lot 2 on a subdivision map filed in the Monroe County Clerk's Office in Liber 296 of Maps, Page 67) and lands now or formerly of Salt Road Properties LP (shown as Lot 1 on said subdivision map); thence, the following four courses along the said easterly bounds of Salt Road:

1. North 01°-51'-25" West, a distance of 290.25 feet to an angle point; thence,
2. North 01°-43'-45" West, a distance of 1269.36 feet to an angle point; thence,
3. North 01°-36'-28" West, a distance of 681.85 feet to an angle point; thence,
4. North 01°-42'-25" West, a distance of 0.09 feet to a rebar found at northwest corner of said lands of Xerox Corporation (Liber 6819 of Deeds, Page 196), said point being on the division line between said Xerox Corporation on the south and lands now or formerly of GRB Roc Properties LLC (T.A. No. 66.03-1-9.2) on the north; thence,

North 88°-10'-10" East, along said division line, a distance of 1875.21 feet to a point at the northeast corner of said lands of Xerox Corporation; thence,

South 01°-35'-49" East, continuing along the said division line, and the division line between said Xerox Corporation on the west and lands now or formerly of; BIC Complex LLC (T.A. No. 66.03-1-7.1), Wickerwood LP (T.A. No. 66.03-1-6.115), and Seton Properties New York LLC (T.A. No. 66.03-1-6.116) on the east, a distance of 1542.00 feet to a point of the division line between said Xerox Corporation on the north, and lands now or formerly the KGE Properties LLC (T.A. No. 66.03-1-6.005) on the south; thence,

South 89°-02'-44" West, along said division line with Xerox Corporation on north and said KGE Properties LLC and lands now or formerly the Town of Webster (T.A. No. 66.03-1-6.004) on the south, a distance of 705.50 feet to a rebar found; thence,

South 01°-52'-05" East, continuing along said division line between said Xerox Corporation on the west and said Town of Webster on the east, a distance of 709.58 feet to a rebar found at the aforesaid division line between Lot 2 on the north (Xerox Corporation) and Lot 1 on the south (N/F Salt Road Properties LP); thence,

South 88°-07'-55" West, along said division line, a distance of 1168.73 feet to the Point of Beginning.

Said parcel containing 85.024 acres, more or less, as shown on a map entitled "ALTA/NSPS Land Title Survey for Xerox Corporation 800 Phillips Road Webster, New York", prepared by Bergmann Associates, dated November 21, 2019, Project No. 14378.00.