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DATE 12/19/06 RECEIPT NUMBER 511750

RECEIVED FROM Hiscock & Bousley Up

Address: Seventy four 60/100 DOLLARS \$ 74.00

FOR Exam at

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	
AMOUNT PAID		CHECK	74 -
BALANCE DUE		MONEY ORDER	

BY Robert Bell



New York State Department of Taxation and Finance

**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

RECEIVED  
Recording office time stamp

2006 DEC 19 PM 2:50  
MONROE COUNTY CLERK

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

**Schedule A — Information relating to conveyance**

<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other	Grantor/Transferor	Name (if individual: last, first, middle initial) <b>Germanow-Simon Corporation</b>	Social security number	
		Mailing address <b>408 St. Paul Street</b>	Social security number	
		City State ZIP code <b>Rochester NY 14605</b>	Federal employer ident. number <b>16 0723453</b>	
	Grantee/Transferee	Name (if individual: last, first, middle initial) <b>People of the State of New York, by the Dept. of Environmental Conservation</b>	Social security number	
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other		Mailing address <b>625 Broadway</b>	Social security number	
		City State ZIP code <b>Albany NY 12233</b>	Federal employer ident. number <b>14 6013200</b>	

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
106	62-01	21, 28-32	19-23 Emmett Street, 376-378, 384, 388-392, 398-402, 408 St. Paul Street	Rochester		Monroe

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>11</td> <td>14</td> <td>2006</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	11	14	2006	month	day	year	Percentage of real property conveyed which is residential real property <u>0.00</u> % (see instructions)
11	14		2006						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input checked="" type="checkbox"/> Other <u>Easement</u>								

Condition of conveyance (check all that apply)

- |   |  |  |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest  | f. <input type="checkbox"/> Conveyance which consists of a mere change of identify or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender   |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)   | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender  |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)   | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)   | n. <input type="checkbox"/> Leasehold grant  |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation   | i. <input type="checkbox"/> Syndication  | o. <input checked="" type="checkbox"/> Conveyance of an easement   |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights   | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|   | k. <input type="checkbox"/> Contract assignment  | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|   |  | r. <input type="checkbox"/> Other (describe) _____   |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

**Schedule B — Real estate transfer tax return (Tax Law, Article 31)**

**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due\* (subtract line 5 from line 4)

1.	0	00
2.		
3.	0	00
4.	0	00
5.		
6.	0	00

**Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

**Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a
- b. Conveyance is to secure a debt or other obligation ..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale ..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f
- g. Conveyance consists of deed of partition ..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k
- l. Other (attach explanation) ..... l

\*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

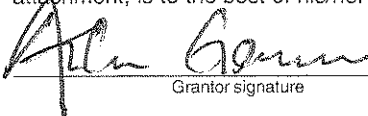

- 1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
- 3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete.

 _____ Grantor signature	 _____ Title	_____ Grantee signature	_____ Title
_____	_____	_____	_____
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

RECEIVED

### ENVIRONMENTAL EASEMENT

THIS INDENTURE made this 14 day of November, 2006, between **GERMANOW-50 SIMON CORPORATION** having an office at 408 St. Paul Street, Rochester, New York 14605 (the "Grantor"), and **THE PEOPLE OF THE STATE OF NEW YORK** (the "Grantee", or "State" as the context requires), 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 ("brownfield 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 of ensuring the potential 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 brownfield site remedial program and/or eliminate potential exposure pathways to hazardous waste or petroleum; and;

**WHEREAS**, Grantor, is the owner of real property located in the City of Rochester, Monroe County, New York known and designated on the tax map as follows:

<u>Tax Map Number</u>	<u>Address</u>
106 62-01-021	19-23 Emmett Street
106 62-01-029	398-402 St. Paul Street
106 62-01-031	384 St. Paul Street
106 62-01-032	376-378 St. Paul Street
106 62-01-028	408 St. Paul Street
106 62-01-030	388-392 St. Paul Street

being the same as that property conveyed to Grantor by deed on December 19, 2005, and recorded in the Land Records of the Monroe County Clerk at Liber 10235, Page 660 and 666 of Deeds, and hereinafter more fully described in Schedule A attached hereto and made a part hereof ( the “ Controlled Property”); and;

**WHEREAS**, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Index # B8-0566-99-10, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The following controls 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. The Controlled Property may be used for any commercial or industrial use as long as the following long-term engineering controls are employed. The following engineering controls, which were placed on the Controlled Property as shown in the Figure EN-3, entitled “Site Plan of Extraction Well Layout – Building B Annex,” prepared by Stantec Consulting Services Inc., dated October 2006, and Figure EN-4, entitled “Site Plan of Extraction Well Layout – Lilac Laundry Area,” prepared by Stantec Consulting Services Inc., dated October 2006, both attached as Schedule B, and which commenced full-scale operation on October 6, 2006:

- (i) A multi-phase vacuum extraction system (“MPVE”) will be operated on-site beneath, and off-site in front of, the Building B Annex as illustrated in attached Figure EN-3, and on-site beneath the former Lilac Laundry area as illustrated in attached Figure EN-4, until the remedial requirements are achieved to the satisfaction of the Department.

- (ii) In order to eliminate potential for soil vapor intrusion into the Building B Annex, the sub-slab depressurization ("SSD") system, which is comprised of horizontal screens placed beneath the Building B Annex floor that will be connected to a radon mitigation blower/fan located along the outer wall of the Building B Annex as illustrated in attached Figure EN-3, and will be operated after the MPVE system is shut down, including after the MPVE system is demobilized from the Controlled Property.
- (iii) Grantor must maintain the impervious surfaces (primarily asphalt and concrete) covering the soils beneath the Building B Annex and its adjoining parking lot to the west as illustrated in attached Figure EN-3 and the former Lilac Laundry Area as illustrated in attached Figure EN-4 until the NYSDEC is satisfied that such impervious surfaces no longer need be maintained.
- (iv) The prior approval of the NYSDEC and the City of Rochester must be obtained before Grantor implements any activity at the Controlled Property which breaches the impervious surfaces (primarily asphalt and concrete) or disturbs the soils beneath the Building B Annex and its adjoining parking lot to the west as illustrated in attached Figure EN-3 and/or the former Lilac Laundry Area as illustrated in attached Figure EN-4, and any such activity must be implemented in accordance with any Department-approved plan for the performance of long term management of remaining contaminants at the Controlled Property, including operation, maintenance, and/or monitoring requirements ("Site Management Plan").
- (v) The prior approval of the NYSDEC must be obtained before the groundwater underlying the Controlled Property may be used for any purpose.

B. The Controlled Property may not be used for a higher level of use than the institutional control described in paragraph A above, such as unrestricted residential or restricted residential use, and the engineering controls described in subparagraphs A(ii), (iv) and (v) above may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that, until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.

D. 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.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the institutional and engineering controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled 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 the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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 Controlled 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 intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. **Notice.** Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number, or the Liber and Page or computerized system tracking/ identification number, and address correspondence to:

Division of Environmental Enforcement  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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 Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.


8. **Amendment.** This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Controlled 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 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.


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

**GERMANOW-SIMON CORPORATION**

By:   
Andrew Germanow  
Title: President of Germanow-Simon Corporation

Date: November 14, 2006

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

By:   
Denise M. Sheehan, Commissioner

Grantor's Acknowledgment

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

On the 14<sup>th</sup> day of November, in the year 2006, before me, the undersigned, personally appeared Andrew Germanow, 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.

  
Notary Public - State of New York

CATHERINE L. STAUDMYER  
Notary Public, State of New York  
No. 01ST8088088  
Qualified in Monroe County  
Commission Expires Dec. 24, 2009

Grantee's Acknowledgment

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

On the 12<sup>th</sup> day of December, in the year 2006, before me, the undersigned, personally appeared Denise M. Sheehan, 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 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.

Mark D. Sanza  
Notary Public - State of New York

MARK D. SANZA  
Notary Public, State of New York  
No. 02SA6010701  
Qualified in Albany County  
Commission Expires July 20, 2010

## SCHEDULE A

DESCRIPTION OF LANDS DESIGNATED AS TAX MAP  
PARCELS 106.62-1-028, 106.62-1-029, 106.62-1-030, 106.62-1-031 AND 106.62-1-032  
BEING 376, 384, 388-392, 398 AND 408 ST. PAUL STREET

All that tract or parcel of land containing 1.304 acres, more or less, situate in the City of Rochester, County of Monroe, State of New York, all as shown on a map entitled "Germanow-Simon, Boundary Survey Map" prepared by Stantec Consulting Services, Inc., dated August 10, 2006, having Drawing No. 1405205 V-1 and being more particularly bounded and described as follows:

Beginning at a point on the southeasterly right-of-way line of St. Paul Street (66 feet wide), said point being at the intersection with the northeasterly right-of-way line of Ward Street (80' wide); thence

1. N 38°20'00" W, along said southeasterly right-of-way line, a distance of 277.70 feet to a point of intersection with the common line dividing lands now or formerly of Gordon J. Van Vliet (Tax Map No. 106.62-1-027) to the northwest and lands now or formerly of Mineth Realty Company (Tax 106.62-1-028) to the southeast; thence
2. N 50°56'44" E, along said common line, a distance of 241.87 feet to a point of intersection with the northwesterly right-of-way line of Cork Street (18 feet wide); thence
3. S 37°22'13" E, along said northwesterly right-of-way line, a distance of 140.92 feet to a point of intersection with the common line dividing lands now or formerly of The Genesee Brewing Company, Inc. (Tax Map No. 106.63-1-016) to the southeast and lands now or formerly of Mineth Realty Company (Tax Map No. 106.62-1-030) to the northwest; thence
4. S 51°42'33" W, along said common line, a distance of 71.00 feet to a point; thence
5. S 36°43'26" E, continuing along said common line, a distance of 105.92 feet to a point; thence
6. S 65°58'35" W, continuing along said common line, a distance of 41.60 feet to a point; thence
7. S 29°10'20" E, along the common line dividing lands of The Genesee Brewing Company, Inc., to the southeast and lands now or formerly of Upper Falls Realty Co. (Tax Map No. 106.62-1-032) to the northwest, a distance of 74.17 feet to a point of intersection with the aforementioned northeasterly right-of-way line of Ward Street; thence
8. S 65°58'35" W, along said northeasterly right-of-way line, a distance of 117.02 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

DESCRIPTION OF LANDS DESIGNATED AS TAX MAP  
PARCEL 106.62-1-021 BEING 19-23 EMMETT STREET

All that tract or parcel of land containing 0.497 acres, more or less, situate in the City of Rochester, County of Monroe, State of New York, all as shown on a map entitled "Germanow-Simon, Boundary Survey Map" prepared by Stantec Consulting Services, Inc., dated August 10, 2006, having Drawing No. 1405205 V-1 and being more particularly bounded and described as follows:

Beginning at a point on the northwesterly right-of-way line of Emmett Street (62 feet wide), said point being at the intersection with the common line dividing lands now or formerly of the County of Monroe Industrial Development Agency (Tax Map No. 106.62-1-020) on the northwest and lands now or formerly of Upper Falls Realty Co. (Tax Map No. 106.62-1-021) on the southeast, said point being 176 feet, more or less, southeast of the southeasterly right-of-way line of St. Bridget's Drive (66 feet wide) as measured along the aforementioned northwesterly right-of-way line; thence

1. S 37°22'13" E, along the aforementioned northwesterly right-of-way line of Emmett Street, a distance of 164.00 feet to a point of intersection with the northwesterly line of lands now or formerly of The Genesee Brewing Company, Inc. (Tax Map No. 106.63-1-016); thence
2. S 50°56'44" W, along the last mentioned line, said line also being the southeasterly line of the aforementioned lands of Upper Falls Realty Co., a distance of 132.00 feet to a point of intersection with the southeasterly right-of-way line of Cork Street (18 feet wide); thence
3. N 37°22'13" W, along said southeasterly right-of-way line, a distance of 164.00 feet to a point of intersection with the first mentioned common line dividing lands of the County of Monroe Industrial Development Agency on the northwest and the lands of Upper Falls Realty Co. on the southeast; thence
4. N 50°56'44" E, along said common line, a distance of 132.00 feet to the Point or Place of Beginning.

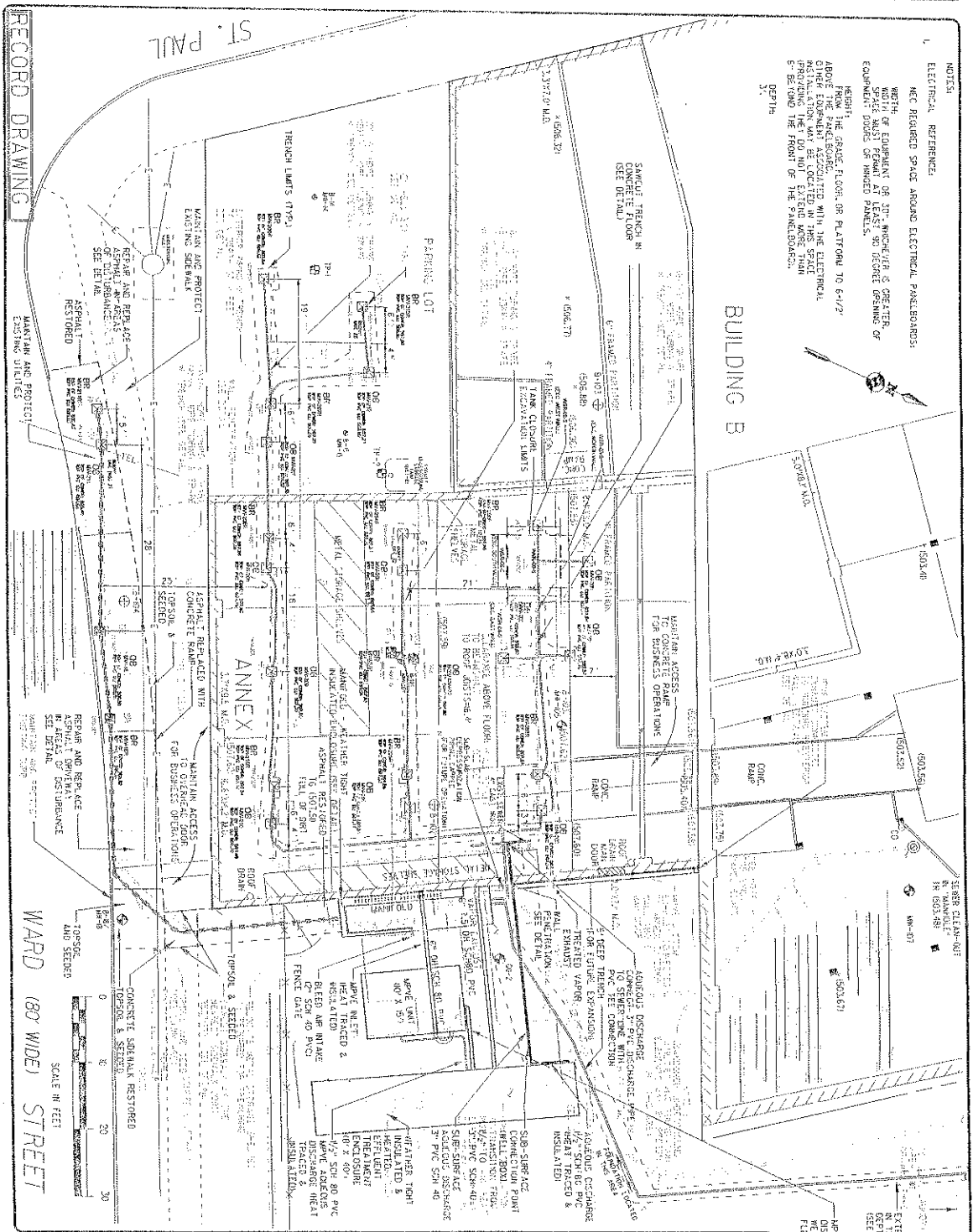
Subject to any easements or encumbrances of record.

## SCHEDULE B



DATE	11/17/83
BY	...
CHECKED	...
SCALE	AS SHOWN

NOTES:  
 1. ELECTRICAL REFERENCE:  
 NEG RESERVED SPACE AROUND ELECTRICAL PANELBOARDS:  
 WIDTH OF ELEMENT OF 30" MINUS 1/2" OF GUTTER WITH 1/2" MINUS PERIOD OF LEAKS TO GROUND OR EQUIPMENT SHOULD BE MAINTAINED.  
 HEIGHT FROM THE GRADE FLOOR OR PLATFORM TO 6'-1/2" ABOVE THE PANELBOARD.  
 CLEARANCE WITH THE ELECTRICAL EQUIPMENT SHOULD BE MAINTAINED WITH THE SPACE PROVIDED NOT TO EXTEND MORE THAN 6" BEYOND THE FRONT OF THE PANELBOARDS.  
 DEPTH 3".



<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/17/83</td> <td>...</td> </tr> <tr> <td>2</td> <td>...</td> <td>...</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	11/17/83	...	2	...	...	<p>SCALE IN FEET</p>	<p>WARD STREET (80' WIDE)</p>	<p>ANNEX</p>	<p>BUILDING B</p>	<p>ST. PAUL</p>
NO.	DATE	DESCRIPTION												
1	11/17/83	...												
2	...	...												

RECORD DRAWING

0000  
FF ELEV. 506.96'

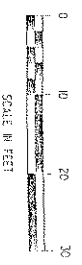
GRAVEL/  
BROKEN MAC.

17.0 DIA. D.I.  
V.I.P.  
E.M.H. (505.6)  
T.C. (506.66)

ROOF O.I.L.  
(SMOKING  
AREA)

POOR COND.)

BRICK AND GLASS DEBRIS  
UNCOVERED IN THIS AREA



MACADAM  
PARKING  
AREA

PARKING LOT

END WALL  
BURIED

OLD CONCRETE B-WALL  
18" MAIN LINK FENCE

40' CROWN  
24" SUBMAC

DATE	1/11/11
BY	...
CHECKED	...
SCALE	AS SHOWN
PROJECT	...
SHEET	...

OLD 12" CONCR.  
(POOR COND.)

GRAVEL

CONC. PAD  
(POOR COND.)

OLD P.P.E.  
4" (507.1)

BRICK & GLASS  
UNCOVERED IN  
THIS AREA

STEEL  
POSTS

CORK STREET  
4" DOM. ABAND.

BUILDING C

MW-20

EN-4 RECORD FROM ENGINEERING REPORT CORK STREET SITE ROCHESTER, N.H. - YORK	SINTEC 10000 ROUTE 108 RICHMOND, N.H. 03304 TEL: 603-271-2100 FAX: 603-271-2104 WWW.SINTEC.COM	DATE: 1/11/11 BY: ... CHECKED: ... SCALE: AS SHOWN PROJECT: ... SHEET: ...	DATE: 1/11/11 BY: ... CHECKED: ... SCALE: AS SHOWN PROJECT: ... SHEET: ...
		DATE: 1/11/11 BY: ... CHECKED: ... SCALE: AS SHOWN PROJECT: ... SHEET: ...	DATE: 1/11/11 BY: ... CHECKED: ... SCALE: AS SHOWN PROJECT: ... SHEET: ...