

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation

625 Broadway, 12th Floor, Albany, New York 12233-7011

P: (518) 402-9706 | F: (518) 402-9020

www.dec.ny.gov

Alan J. Knauf
Attorney at Law
Knauf Shaw LLP
1400 Crossroads Building
2 State Street
Rochester, New York 14614

MAR 20 2018

RE: Site Name(s): Lighthouse Pointe Riverfront & Lighthouse Pointe Inland
Site Nos: C828140 & C828141
Location of Site(s): Pattonwood Drive, Rochester, NY 14617

Dear Mr. Knauf,

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement Amendment for the Lighthouse Pointe Riverfront & Lighthouse Pointe Inland Site(s).

If you have any further questions relating to this matter, please contact the project attorney for this site, Andrew Guglielmi, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 625 Broadway Albany, NY 12233-1500, or by email at andrew.guglielmi@dec.ny.gov.

Sincerely,



Michael J. Ryan, P.E.
Director
Division of Environmental Remediation

Enclosure

ec: T. Caffoe, Project Manager

cc: A. Guglielmi, Esq. /M. Mastroianni



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 et seq.

In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C828140-04-10**

Lighthouse Pointe Riverfront

DEC Site Nos: C828140
Located at: Pattonwood Drive
Rochester, NY 14617

Hereinafter referred to as "Site"

by:

Lighthouse Pointe Property Associates, LLC

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Department and the Applicant entered into settlement discussions regarding the above-referenced Site, and have agreed on the appropriate statutory and regulatory status of the Site, and now seek to amend the existing BCP agreement for the Site.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Tax Credit Status

The Site will be subject to Generation 1 of the BCP for tax credit purposes, that is, it will be treated as if the site was accepted into the program prior to June 2008.

II. Deadline for receipt of Certificate of Completion (COC)

The Site will be subject to the Generation 2 deadline in the BCP, that is, the Applicant will need to perform and complete all required investigation and remediation of the Site and receive a COC by December 31, 2019, or else the Site will be subject to both the Generation 3 tax credit scheme and the Generation 3 deadline of March 31, 2026.

III. Miscellaneous

A. Except for the modifications set forth herein, the Brownfield Cleanup Agreement, dated June 11, 2010 ("Agreement"), as amended on August 19, 2015, shall remain in full force and effect and the terms thereof and the obligations therein are incorporated herein and shall apply with the same force and effect to the provisions of this Amendment. The terms of the Agreement, as amended, including all exhibits and appendices, are not otherwise modified or expanded in any way.

B. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

C. The effective date of this Amendment is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: MAR 20 2018

THIS BROWNFIELD CLEANUP AGREEMENT
AMENDMENT IS HEREBY APPROVED, Acting by and
Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement Amendment, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Amendment.

Lighthouse Pointe Property Associates, LLC

By: [Signature]

Title: Managing member

Date: 3/9/18

STATE OF NEW YORK)
COUNTY OF Monroe) ss:

On the 9 day of March in the year 2018, before me, the undersigned, personally appeared Charlie March, 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.

[Signature]

Signature and Office of individual taking acknowledgment

MELISSA MARIE SLAUGHTER
NOTARY PUBLIC, State of New York
Registration No. 02SL6335805
Qualified in Monroe County
My Commission Expires January 19, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C828141-04-10**

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Hereinafter referred to as "Site"

by:

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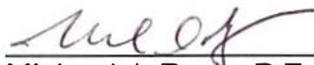
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Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

