

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

www.dec.ny.gov

VIA FEDERAL EXPRESS

July 10, 2024

Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, NY 14604
Attn: Paul Sylvestri

RE: Environmental Easement Package
Site Name: 300 Commerce Drive
Site No.: C828158

Dear Mr. Sylvestri,

Enclosed please find a fully executed Termination and Release of Environmental Easement required for recording.

Please return to my attention, copies of the recorded easement marked by the County Clerk's Office.

If you have any further questions or concerns relating to this matter, please contact our office at (518) 402-9299.

Sincerely,



Cheryl A. Salem
Legal Assistant II
Remediation Bureau
Cheryl.salem@dec.ny.gov

ec: J. Andalaro, NYSDEC



Department of
Environmental
Conservation

(518) 402-8599

ORIGIN ID: ALBA
CHERYL SALEM
NYSDOC CO
625 BROADWAY
14TH FLOOR - OGC
ALBANY, NY 12233
UNITED STATES US

SHIP DATE: 10JUL24
ACTWGT: 1.00 LB
CAD: 255955370INET4535

BILL SENDER

TO PAUL SYLVESTRI

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE

ROCHESTER NY 14604

(585) 231-1194

REF: CR28158

PO:

DEPT: 1500

583J9/E0E4/9AE3



J242624032801uv

TRK# 7773 1972 0247
INV: 0201

THU - 11 JUL 5:00P
STANDARD OVERNIGHT

XP ONHA

14604
NY-US ROC



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

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TERMINATION AND RELEASE OF ENVIRONMENTAL EASEMENT

This Termination and Release of Environmental Easement is made as of 10th day of July 2024, by and between The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("NYSDEC" or the "Department") with its headquarters located at 625 Broadway, Albany, New York 12233, and Owner, 300 Oakview, LLC, having an office at 202 Cherry Creek Lane, Rochester, New York 14626("the Grantor").

RECITALS

1. Grantor is the owner of certain land known as 300 Commerce Drive in the Town of Henrietta, County of Monroe and State of New York, known and designated on the tax map of the Monroe County Clerk's Office as tax map parcel number: Section 161.10 Block 01, Lot 18 ("Property"), being the same as that property conveyed to Grantor by deed dated October 19, 2023, and recorded in the Monroe County Clerk's Office in Liber 12880 and Page 02458.
2. The Department and Grantor's predecessor in title, Commerce CRE, LLC entered into an Environmental Easement ("Easement Agreement") dated as of February 9, 2021, and recorded in the Monroe County Clerk's Office on March 10, 2021, Control # 202103100304. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement. The property comprises approximately 2.689 +/- acres, and is hereinafter more fully described in Exhibit A.
3. Pursuant to Section 1, 2, 3, 4, and 5 of the Easement Agreement, Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
4. The Parties do hereby agree that all applicable remediation requirements set forth in the New York State Environmental Conservation Law have not been achieved, and that there may be a need for institutional controls including, but not limited to, any use restrictions, or engineering controls at the Property upon the completion of the remedial program at the Property.
5. Pursuant to Section 9 of the Easement Agreement, the Department agrees to terminate and release the Easement Agreement.

TERMINATION AND RELEASE OF ENVIRONMENTAL EASEMENT

- A. The above recitals are hereby incorporated into this Termination and Release of Environmental Easement.

B. The Department confirms that the date hereof is the "Termination Date" and the Department accordingly hereby terminates and releases the property as described in Exhibit A.

C. This Termination and Release of Environmental Easement inures to and binds the parties hereto and their respective successors assigns.

D. This Termination and Release of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

THIS TERMINATION AND RELEASE OF THE EASEMENT AGREEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

Grantee's Acknowledgement

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

On the 10th day of July, in the year 2024 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Cheryl A. Salem Notary Public – State of New York
Notary Public State of New York
Registration No. 01SA0002177
Qualified In Albany County
My Commission Expires March 3, 2027

EXHIBIT A- PROPERTY DESCRIPTION

All that tract or parcel of land situate in part of Town Lot 7, Range 5, Township 12, Range 7, Phelps and Gorham Purchase, Town of Henrietta, County of Monroe, State of New York, and being more particularly bounded and described as follows:

Beginning at a point being the southeast corner of lands now of formerly owned by Yarn Enterprises Inc. having T.A. # 161.10-01-18 and the southwest corner of lands now or formerly owned by Hany Blain Jr. having T.A. # 161.10-01-17, said point also being a point on the north right-of-way line of Commerce Drive; thence

1. S 88 ° 20' 29" W, and along said north bounds of Commerce Drive a distance of 348.78 feet to a point; thence
2. N 35° 09' 16" W, and along said north bounds of Commerce Drive a distance of 33.11 feet to a point on said east bounds of Commerce Drive; thence
3. N 21 ° 20' 59" E, and along said east bounds of Commerce Drive a distance of 404.57 feet to a point; thence
4. N 88° 20' 29" E, a distance of 208.92 feet to a point; thence
5. S 01 ° 39' 31" E, a distance of 400.00 feet to the point and place of beginning.

Containing 2.689 acres of land, more or less.