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March 26, 2024

**VIA ELECTRONIC MAIL**

Cheryl Salem  
NYS Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York

**RE: Environmental Easement  
Canal Street Manufacturing Site  
C828206**

Dear Ms. Salem:

The Environmental Easement for the above-referenced BCP Site has been recorded. Enclosed please find my affirmation in support of mailing the municipal notices, copies of the letters that have been mailed to the municipality, which included the recorded easement and your copy of the recorded easement.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

**KNAUF SHAW LLP**

A handwritten signature in black ink that reads "Linda R. Shaw".

LINDA R. SHAW, ESQ.

Enclosure

cc: Adam Morgan, NYS DEC Project Manager

Receipt # 3783145

Book Page D 12934 0624

No. Pages: 13

Instrument: EASEMENT AGREEMENT

Control #: 202403150832

Ref #: TT0000012392

Date: 03/15/2024

Return To:  
KNAUF SHAW LLP  
100 S CLINTON AVE STE 2600  
ROCHESTER, NY 14604

EAST HOUSE CANAL STREET HOUSING DEVELOPMENT Time: 2:12:09 PM  
FUND CORPORATION,  
EAST HOUSE CANAL STREET LLC,  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
PEOPLE OF THE STATE OF NEW YORK,

EAST HOUSE CANAL STREET HOUSING DEVELOPMENT  
FUND CORPORATION,  
EAST HOUSE CANAL STREET LLC,  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION,  
PEOPLE OF THE STATE OF NEW YORK,

Recording Fee	\$26.00	
Pages Fee	\$60.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: CT
Management		
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$110.00	

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.

Consideration: \$1.00

JAMIE ROMEO

MONROE COUNTY CLERK



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chi  
County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

RECORDED  
Time: 3/15/24

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
MAR 15 2024 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

Monroe County Clerk's Office

**THIS INDENTURE** made this 1<sup>st</sup> day of March, 2024 between Owner(s), East House Canal Street Housing Development Fund Corporation with an office at 259 Monroe Avenue, Suite 200, Rochester, New York 14607 (Grantor Fee Owner), East House Canal Street LLC, having an office at 259 Monroe Avenue, Suite 200, Rochester, New York 14607 (Grantor Beneficial Owner; and together with Grantor Fee Owner, collectively, 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 Fee Owner, is the owner of real property located at the address of 67-89 Canal Street, 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 120.36 Block 2 Lot 1.002, being the same as that property conveyed to Grantor Fee Owner by deed dated June 16, 2022 and recorded in the County Clerk's Office in Liber and Page 12681/637. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.722 +/- acres and is hereinafter more fully described in the Land Title Survey dated August 25, 2023 and revised January 26, 2024, prepared by Jerome Dennis Means, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A;

**WHEREAS**, Grantor Beneficial Owner, is the owner of the beneficial interest in the

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of June 16, 2022 and recorded in County Clerk's Office on June 27, 2022 as Book 12681 Page 643;

**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 Brownfield Cleanup Agreement Index Number: C224308-07-20, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
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, and the user must first notify and obtain written approval to do so from the Department;

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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(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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), which is the land use category considered for single-family housing, 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

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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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;

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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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: C828206  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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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**

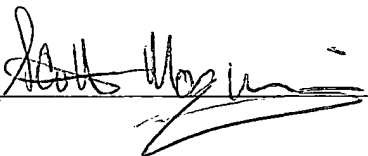


County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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

East House Canal Street Housing Development Fund Corporation:

By: 

Print Name: Scott Moquin

Title: Authorized Signatory Date: 02/19/2024

**Grantor's Acknowledgment**

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

On the 19 day of FEBRUARY in the year 20 24, before me, the undersigned, personally appeared Scott Moquin, 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

<b>KAREN S WITEK</b> NOTARY PUBLIC, STATE OF NEW YORK NO. 01WI0002322 QUALIFIED IN ONTARIO COUNTY MY COMMISSION EXPIRES MARCH 6, 2027
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County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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

East House Canal Street LLC:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Grantor's Acknowledgment

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

On the 19 day of FEBRUARY in the year 2024, before me, the undersigned, personally appeared GREGORY SOEHNER 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.

Karen Witek  
Notary Public - State of New York

**KAREN S WITEK**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01W10002322  
QUALIFIED IN ONTARIO COUNTY  
MY COMMISSION EXPIRES MARCH 6, 2027

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

**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,

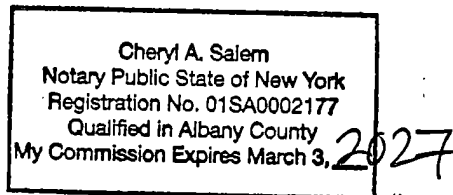
By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 18<sup>th</sup> day of MARCH, 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(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.

Cheryl A. Salem  
Notary Public - State of New York



County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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**SCHEDULE "A" PROPERTY DESCRIPTION**

**Environmental Easement Description**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN LOT 50, TOWNSHIP 1, SHORT RANGE, 20,000 ACRE TRACT, CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING KNOWN AND DESIGNATED AS LOTS 11, 12, 13, 14, 19, 20, 21, & 22 AND PART OF LOTS 32 & 37 OF THE BUSH & KING TRACT AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CANAL STREET (66 FEET WIDE R.O.W.) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET (36 FEET WIDE R.O.W.); THENCE

1. SOUTHERLY, FORMING AN INTERIOR ANGLE OF 89°44'00" TO THE LEFT WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET, AND ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF CANAL STREET, A DISTANCE OF 279.26 FEET TO A POINT; THENCE

2. WESTERLY, FORMING AN INTERIOR ANGLE OF 90°12'30" TO THE LEFT WITH COURSE NO.1, AND ALONG THE NORTHERLY LINE OF PROPERTIES CONVEYED TO PULVER COMPANY INC. BY DEED RECORDED IN L. 1491 D., P. 107 AND THE ROCHESTER RAILWAY AND LIGHT COMPANY BY DEED RECORDED IN L. 813 D., P. 122. A DISTANCE OF 268.18 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF LITCHFIELD STREET (33 FEET WIDE R.O.W.); THENCE

3. NORTHERLY, FORMING AN INTERIOR ANGLE OF 90°00'00" TO THE LEFT WITH COURSE NO.2, AND ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LITCHFIELD STREET, A DISTANCE OF 278.98 FEET TO THE POINT OF INTERSECTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE AND THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET; THENCE

4. EASTERLY, FORMING AN INTERIOR ANGLE OF 90°03'30" TO THE LEFT WITH COURSE NO. 3, AND ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 269.20 FEET TO THE POINT OF BEGINNING.

Area = 1.722 ± Acres

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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### Deed Description

#### Parcel 1 - 67 Canal Street, Rochester, New York 14608

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 13, 14, 19, 20 and 21 of Section 1 of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right-of-way) and the southerly line of Wiley Street f/n/a Maple street 936 foot wide right-of-way);

thence (1) westerly and through the center line of a party wall, making an exterior angle with the westerly line of Canal Street of 89° 45' 00" a distance of 69.21 feet to a point;

thence (2) northerly and making an excluded angle of 90° 00' 00" with the last described course a distance of 1.57 feet to a point;

thence (3) westerly and making an included angle of 89° 15' 00" with the last described course of a distance of 69.28 feet to a point;

thence (4) northerly and making an excluded angle of 89° 42' 00" with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an included angle of 89° 42' 00" with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) southerly and making an excluded angle of 89° 42' 30" with the last described course and along the easterly line of Litchfield Street a distance of 179.07 feet to the northwest corner of the premises conveyed to the Rochester Railway & Light Company by the deed recorded in the Monroe County Clerk's Office in Liber 813 of Deeds at page 122 on January 12, 1910;

thence (7) easterly and making an included angle of 90° 00' 00" with the last described course and along the northerly line of the premises so conveyed to the Rochester Railway and Light Company as aforesaid and continued along the northerly line of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 1207 on January 15, 1929 a distance of 268.18 feet to a point on the westerly line of Canal Street;

thence (8) northerly and making an included angle of 90° 12' 30" with the last described course and along the westerly line of Canal Street a distance of 78.42 feet to the point and place of beginning.

County: Monroe Site No: C828206 Brownfield Cleanup Agreement Index : C224308-07-20

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**Parcel II - 89 Canal Street, Rochester, New York** 14608

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 11, 12, 13, 22, 32 and 37 of Section E of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right of way) and the southerly line of Wiley Street f/k/a Maple Street (36 foot wide right of way);

thence (1) westerly and through the center line of a party wall, making an interior angle with the westerly line of Canal Street of 89° 45' 00" a distance of 69.21 feet to a point;

thence (2) northerly and making an included angle of 90° 00' 00" with the last described course a distance of 1.57 feet;

thence (3) westerly and making an excluded angle of 89° 15' 00" with the last described course a distance of 69.28 feet to a point;

thence (4) northerly and making an included angle of 89° 42' 00" with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an excluded angle of 89° 42' 00" with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) northerly and making an included angle of 89° 42' 30" with the last described course and along the easterly line of Litchfield Street a distance of 99.91 feet to a point marking the intersection of the easterly line of Litchfield Street and the southerly line of Wiley Street;

thence (7) easterly and making an included angle of 90° 03' 30" with the last described course and along the southerly line of Wiley Street a distance of 120.00 feet to a point;

thence the following three courses along an alley;

(8) southerly and making an included angle of 89° 56' 30" with the last described course a distance of 66.00 feet to a point;

(9) easterly and making an included angle of 270° 03' 30" with the last described course a distance of 10.00 feet to a point;

(10) northerly and forming an included angle of 269° 56' 30" with the last described course a distance of 66.00 feet to a point on the southerly line of Wiley Street;

thence (11) easterly and forming an included angle of 90° 03' 30" with the last described course and along the southerly line of Wiley Street a distance of 139.20 feet to a point marking the southwest corner of Canal Street with Wiley Street;

thence (12) southerly and along the westerly line of Canal Street and making an included angle of 89° 44' 00" with the last described course a distance of 200.84 feet to the point and place of beginning.

## Notice to County

March 26, 2024

Ana J. Liss, Director  
Monroe County Planning & Development  
50 W. Main Street  
Rochester, New York 14614

### **Re: Environmental Easement**

Dear Ms. Liss

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on March 1, 2024, by East House Canal Street Housing Development Fund Corporation and East House Canal Street LLC, for property at 67-89 Canal Street, Rochester, New York 15608, Tax Map No. 120.36-2-1.002, DEC Site No: C828206.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/or industrial uses. 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. Department 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 Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

East House Canal Street LLC



## Notice to Municipality

March 26, 2024

Kevin Kelley  
City of Rochester  
Manager of City Planning  
30 Church Street  
Rochester, New York 14614

**Re: Environmental Easement**

Dear Mr. Kelley

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on March 1, 2024, by East House Canal Street Housing Development Fund Corporation and East House Canal Street LLC, for property at 67-89 Canal Street, Rochester, New York 15608, Tax Map No. 120.36-2-1.002, DEC Site No: C828206.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/or industrial uses. 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. Department 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.

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Very truly yours,

East House Canal Street LLC

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

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**Canal Street Manufacturing Site**

DEC Site No.: C828206

Located at: 67 & 89 Canal Street  
Rochester, New York 14608

Volunteer: East House Canal Street LLC  
259 Monroe Avenue, Suite 200  
Rochester, New York 14607

**AFFIRMATION OF  
LINDA R. SHAW  
IN SUPPORT OF MAILING  
MUNICIPAL NOTICES**

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I, **LINDA R. SHAW**, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for East House Canal Street LLC which is the Volunteer for the New York State Brownfield Cleanup Program Site (“BCP”), Canal Street Manufacturing Site, Site Number C828206.
2. On March 26, 2024, I mailed a true copy of a Notice to Municipality with a copy of the Environmental Easement to Kevin Kelley, City of Rochester, Manager of City Planning, 30 Church Street, Rochester, New York 14614, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On March 26, 2024, I mailed a true copy of a Notice to County with a copy of the Environmental Easement to Ana J. Liss, Director, Monroe County Planning and Development, 50 West Main Street, Rochester, New York 14614 by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

**WHEREFORE**, Linda Shaw respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: March 26, 2024

  
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LINDA R. SHAW