



June 11, 2007

City of Rochester
Department of Environmental Services
Division of Environmental Quality
30 Church Street
Rochester, New York 14614-1290

Attn: Jane MH Forbes
Environmental Remediation Specialist

**Re: Proposal for Phase II Environmental Site Assessment
271 Norton Street, Rochester, New York**

P07-194

Dear Mrs. Forbes:

Lu Engineers is pleased to submit this proposal for a Phase II Site Investigation of the referenced site.

Scope

The objective of this project will be to collect the data necessary to more fully characterize environmental conditions on the subject site. As specified in the request for proposal, data will be collected on electromagnetic conditions in the area of the suspect tank and subsurface soils across the Site. This data will be used to support detailed conclusions and recommendations with respect to potential property transfer and future use of the property. This project will include the following tasks:

1. Project Set-Up and Coordination

Lu Engineers will schedule all site activities and coordinate with the subcontracted direct-push soil sampling firm, subcontracted laboratory, UFPO (via subcontractor), and appropriate City of Rochester personnel to facilitate planned site work. Lu Engineers shall assure all subcontractor qualifications and capabilities prior to commencement of work.

2. Field Activities

Field activities will be comprised of three primary tasks including: a) geophysical survey, b) test pit investigation, and c) subsurface soil sampling.

a) Geophysical Survey

Lu Engineers will use historic Sanborn maps and property corners and other available site features to establish the location of the suspect tank and conduct a geophysical survey of that portion of the 271 Norton Street property. This survey will be accomplished by means of a hand-held magnetic locator and Ground Penetrating Radar Detector. Data will be collected on a grid-based pattern and saved electronically while the survey is in-progress. Data will be used to generate geophysical profiles of the property. These profiles will be evaluated by an appropriately qualified geologist to determine whether underground tanks or other significant buried objects may be present. This data will be used to help pinpoint potential test pit investigation locations.

b) Test Pit Investigation

If the geophysical survey indicates the potential presence of significant anomalies test excavations will be completed to identify the source. Test excavations will be completed by TREC Environmental. It is currently estimated that at least ½ a day of test excavations will be necessary.

Soils removed from the excavations will be screened with a photoionization detector (PID) to determine the presence of volatile organic compounds (VOCs). The depth of the excavations will be based on the amount of fill present. Excavation will continue in each investigation area until the source of the anomaly or undisturbed materials are encountered. All soils removed from the excavations will be used to backfill the pit(s) upon completion.

c) Subsurface Soil Sampling

Once the geophysical survey and the test excavations have been completed, Lu Engineers will supervise subsurface soil sampling activities and screen all sampled soils in two-foot intervals for the presence of volatile organic vapors and other indications of potential contamination. Locations will be completed by TREC Environmental using a GeoProbe™ and will generally be placed at approximate 60-foot linear spacing. For estimating purposes, it is assumed that a total of up to 25 locations will be sampled. The maximum anticipated depth of soil sampling is 8 feet below grade at each location. If bedrock is encountered above 8 feet, sample depths will correspond to the depth of bedrock. Bedrock penetration is not anticipated.

All sampled soils will be temporarily stored during subsurface sampling in inert plastic zip-lock bags for PID screening. Based on PID soil screening, visual and olfactory evaluation, the City DEQ Project manager will be notified to determine if soil samples will be sent for laboratory analysis. For estimating purposes up to five samples may be relinquished to a subcontracted laboratory. All samples will be analyzed for the following parameters:

- EPA 8260 Volatile Organics
- EPA 8270 (Base-Neutrals) Semivolatile Organics

Laboratory analysis, if necessary, will be completed by a NYSDOH certified analytical laboratory (Paradigm Environmental Services).

3. Report

A brief summary letter will be prepared once all data is available, which will include a summary of conclusions and recommendations. Within two weeks of completion of the summary Lu Engineers will complete a report to provide all appropriate documentation to the City of Rochester, including clear conclusions and any recommendations for additional work warranted by the findings of the investigation. The report will include plans indicating the location of all sample and test points as well as geophysical survey contour mapping with any significant anomalies clearly identified.

If necessary, Lu Engineers will recommend corrective actions and identify associated costs for environmental concerns that may be identified. The degree of certainty with the recommendations and costs provided is dependent on what is found during the field-work.

Fee

The estimated total cost for completion of this project is \$11,674.75 including labor, subcontracted services, and expenses. These fees are based on the terms and conditions of our existing agreement with the City. The actual project cost may vary depending on subcontracted fees and potential unforeseen circumstances. A breakdown of the estimated project costs is attached. This estimate is based in part on the assumptions listed below.

Limitations and Exceptions of Project

No sampling of surface water, groundwater, and suspect asbestos containing material or lead based paint, air or other media other than soil will be conducted during this assessment. The project cost estimate is based on a variety of assumptions including:

- Executed access agreement from the current property owners provided by the City.
- Easy access to work area will be provided.
- No soil disposal will be required.
- No sampling or testing will be conducted outside the limits of the Site.

Scheduling

A brief letter report summarizing the conditions at the Site will be provided to the City within one week of receipt of all field data and analytical results in order to assist in the property transfer.

It is anticipated that the project can be completed in a four-week time period from authorization to proceed.

Reporting Requirements

In accordance with 6 NYCRR 613.8, Lu Engineers is obligated to report any spill, leak, or discharge of petroleum products from bulk storage facilities to the New York State Department of Environmental Conservation. In addition, we are required to report any release of a reportable quantity or unknown quantity of a hazardous substance listed in 6 NYCRR 597.2.

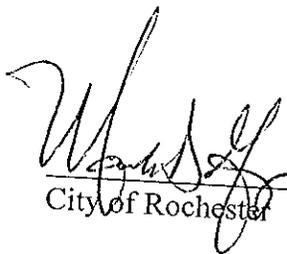
Agreement

Please acknowledge your acceptance by signing the last page of this proposal and sending a copy back to us.

Thank you for considering Lu Engineers for this project.

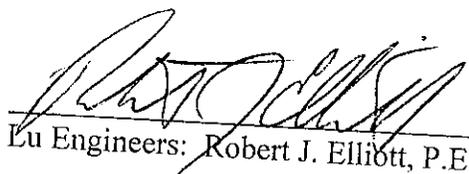
Respectfully submitted,


Steven A. Campbell, CHMM
Project Manager


City of Rochester

MGR DEQ

6-19-07
Date


Lu Engineers: Robert J. Elliott, P.E.

6/11/07
Date

LU ENGINEERS COST ESTIMATE ENGINEER SERVICES

PROJECT TITLE: City of Rochester, Phase II EA

PROJECT NUMBER: DEQ 07130

LOCATION: 271 Norton Street, Rochester N.Y.

DELIVERY ORDER NUMBER:

Lu Engineers' Proposal Number: P07-194

ITEM A, LABOR RELATED SERVICES:

ITEM B, NON-LABOR RELATED SERVICES:

\$6,696.00

\$4,978.75

C. TOTAL COST :**\$11,674.75****A. LABOR RELATED SERVICES**

ITEM A-1, SET-UP/COORDINATION:

POSITION	Rate	Est. # Hours	Est. Cost
Project Manager	\$84.00 ✓	1	\$84.00
Geologist/Engineer	\$68.00 ✓	4	\$272.00
Field Technician	\$45.00 ✓	4	\$180.00
Total Hours		9	
ITEM 1-A TOTAL =			\$536.00

ITEM A-2, FIELD ACTIVITIES:

POSITION	Rate	Est. # Hours	Est. Cost
Project Manager/Geophysical Specialist	\$84.00	8	\$ 672.00
Geologist/Engineer	\$68.00	20	\$1,360.00
Field Technician	\$45.00	24	\$1,080.00
Total Hours		52	
ITEM A-2 TOTAL =			\$ 3,112.00

ITEM A-3, REPORT PREPARATION:

POSITION	Rate	Est. # Hours	Est. Cost
Project Manager/Geophysical Specialist	\$84.00	4	\$336.00
Geologist/Engineer	\$68.00	24	\$1,632.00
Field Technician	\$45.00	16	\$720.00
Draftsperson	\$45.00	8	\$360.00
Total Hours		52	
ITEM A-3 TOTAL =			\$3,048.00

TOTAL OF LABOR RELATED SERVICES:

\$6,696.00 ✓

COST ESTIMATE**ARCHITECT-ENGINEER SERVICES (Continued)**

PROJECT TITLE: City of Rochester, Phase II EA

PROJECT NUMBER:

ITEMS:

A. LABOR RELATED SERVICES:	
B. NON-LABOR RELATED SERVICES:	\$6,696.00
C. TOTAL ESTIMATED COST:	\$4,978.75
	\$11,674.75

B: NON-LABOR RELATED SERVICES

ITEM B-1, EQUIPMENT AND SUPPLIES:

	Quantity		Unit Cost	Total Cost
EM-61 Geophysical Survey Instrument	2 day (min.) rental	600+5%	\$630.00	\$630.00
Photoionization Detector	3		\$25.00 ✓	\$75.00
Miscellaneous Site Supplies	lump sum		\$75.00	\$75.00
PPE	lump sum		\$25.00	\$25.00
ITEM B-1 TOTAL:				\$805.00

ITEM B-2, SUBCONTRACTED SERVICES:

	Quantity	Unit Cost	Total Cost
Subcontracted Geoprobe Services	lump sum	\$1,995.00 (\$1,900+5%)	\$1,995.00
Subcontracted Excavation Services	lump sum	\$682.50 (\$650+5%)	\$682.50
EPA 8260 Volatiles	5	\$115.50 (\$110.00 + 5%)	\$577.50
EPA 8270 (BNs) Semi-Volatiles	5	\$183.75 (\$175.00 + 5%)	\$918.75
ITEM B-2 TOTAL:			\$4,173.75 ✓

Subtotal of NON-LABOR RELATED SERVICES (Sheet 2)

\$805.00

Subtotal of NON-LABOR RELATED SERVICES (Sheet 3)

\$4,173.75

Grand Total of NON-LABOR RELATED SERVICES:

\$4,978.75

Jane Forbes - Rochester Midland Land Swap and Environmental Testing

From: Karen Altman
To: Scott Smith;Mark Gregor;Jane Forbes;JoAnn Beck
Date: 10/29/2008 1:12 PM
Subject: Rochester Midland Land Swap and Environmental Testing

Here is my attempt to summarize where we are on this transaction and to plan the next steps. Please let me know if you there are any content issues, and also if you are able to meet out at the company to get all of this finalized. (JoAnn, you don' 't have to meet with us, I' 'm just keeping you in the loop on all of this.)

RMC' 's attorneys reviewed the site access agreement for our environmental testing on their property and had some concerns. They proposed different language, some of which is acceptable to us and other that needs refinement. Scott and Mark met to discuss the refinements, and Scott is going to re-draft the language to meet the city' 's needs. Once this is done, it will go back to the RMC attorneys for additional review.

We believe that we' 're close on getting the language to something everyone can live with. If our access agreement is similar to that of RMC, then we should be good to go. Assuming we can get these agreements done within the next two weeks, then testing could begin shortly thereafter.

We should probably plan to meet with the company to finalize the language, and set a schedule for the testing.

One other issue is that the company may want to use the Brownfields Assistance Program for the testing costs. They are hiring H& A, a firm not under contract with the city for the Brownfields Assistance Program. The company could decide to just have H& A do the work and pay for the costs, or H& A may enter into some sub-contract with one of our approved consultants. Thus far I do not have any of the application materials for the BAP, but Mark, you could consider doing the site information/approval for EPA.

What do you think about scheduling a meeting for the first or second week of November, hoping that we' 're close to finalizing the agreements and getting going on the testing. The company and I can meet November 4 and 5 in the afternoon, or November 12 anytime and 13 during the morning.

Please let me know what you think.

(1)



LU ENGINEERS
Civil and Environmental

June 11, 2007

City of Rochester
Department of Environmental Services
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JOSEPH C. LU ENGINEERING AND LAND SURVEYING, P.C.
2230 PENFIELD ROAD PENFIELD, NEW YORK 14526
TELEPHONE: (585) 377 1450 FAX: (585) 377 1266
www.luengineers.com

City of Rochester
271 Norton Street

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Page 2

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NOT
UNTIL TRAIL
CONSTRUCTION

City of Rochester
271 Norton Street

P07-194
Page 3

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City of Rochester
271 Norton Street

P07-194
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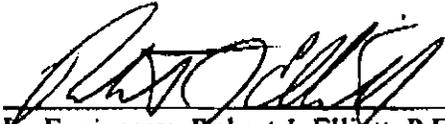
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Respectfully submitted,


Steven A. Campbell, CHMM
Project Manager

City of Rochester

Date



Lu Engineers: Robert J. Elliott, P.E.

Date 6/11/07

FOR OFFICIAL USE ONLY

6/11/2007

1 of 2

LU ENGINEERS COST ESTIMATE ENGINEER SERVICES

PROJECT TITLE: City of Rochester, Phase II EA

PROJECT NUMBER:

LOCATION: 271 Norton Street, Rochester N.Y.

DELIVERY ORDER NUMBER:

Lu Engineers' Proposal Number: P07-194

ITEM A, LABOR RELATED SERVICES:

\$6,696.00

ITEM B, NON-LABOR RELATED SERVICES:

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Total Hours		52	
ITEM A-3 TOTAL =			\$3,048.00

TOTAL OF LABOR RELATED SERVICES:

\$6,696.00

*Per S. Campbell:
reduce price by \$ if
test pitting deferred until
trail construction.*

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6/11/2007

COST ESTIMATE

2 of 2

ARCHITECT-ENGINEER SERVICES (Continued)

PROJECT TITLE: City of Rochester, Phase II EA

PROJECT NUMBER:

ITEMS:

A. LABOR RELATED SERVICES:	\$6,696.00
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Subtotal of NON-LABOR RELATED SERVICES (Sheet 3)

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Grand Total of NON-LABOR RELATED SERVICES:

\$4,978.75

FOR OFFICIAL USE ONLY



LU ENGINEERS

Civil and Environmental
2230 Penfield Road
Penfield, NY 14526-1922

Office: (585) 377-1450
Fax: (585) 377-1286
e-mail: luengrs@luengineers.com

FAX

COVER SHEET

DATE: 6-11-07 PROJECT NO.: P07-194

THIS FACSIMILE MESSAGE FOR THE ATTENTION OF:

NAME: Jane Forbes

FIRM: C of R DEQ

FAX NO.: 428-6010

FROM: Rebecca May

SUBJECT: 271 Norton

REGULAR COPY WILL OR WILL NOT BE SENT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): 7

Jane

Let me know if everything looks
OK, Thanks

Becky

NOTE: IF YOU DO NOT RECEIVE ALL THE PAGES, OR IF THE QUALITY IS NOT SUITABLE, PLEASE CALL (585) 377-1450 AS SOON AS POSSIBLE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GD
LUENG-1

DATE (MM/DD/YYYY)
12/04/08

PRODUCER

Poole Professional - NY
107 Audubon Rd #2 Ste 305
Wakefield MA 01880
Phone: 781-245-5400 Fax: 781-245-5463

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	XL Specialty Insurance Co.	37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED

Joseph C. Lu Engineering &
Land Surveying, PC
2230 Penfield Road
Penfield NY 14526

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Professional Liab & Pollution Liab.	DPR9617212 CLAIMS MADE BASIS	09/07/08	09/07/09	PER CLAIM AGGREGATE	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

ROCHE24

Rochester Midland Corporation
333 Hollenbeck Street
Rochester NY 14621

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



DIVISION OF ENVIRONMENTAL QUALITY

Proposal Authorization Checklist

C:\ENVQUAL\TEMPLATE.DOC\FORMS\PROP.CHK

1

Date: 12/3/2008
 Proposal Date: 12/2/2008
 Agreement Number: 029492
 Site Location: 271 NORTONS
 Walk Through?: Yes X No

Consultant: LU ENGINEERS
 Proposal Cost Amount: 14,090.25
 Source of Funds: CC09 840 03112
 DEQ Project #: DEQ-07130

TASK	DATE	INITIALS	COMMENTS
1. Project Manager review for approval of Scope and Costs.	12/3/2008	JF	
2. Contract Compliance Review.	12/8/08	VB	Vicki I created a separate entry for the additional funding ↑ under same Proj #
3. DEQ Manager sign proposal, identify source of funds.	12-11-08	MMA	\$2,415.25 ADDITIONAL
4. Fax / Mail Proposal to Consultant. Give Project Manager a Signed Copy of the Proposal.	12-11-08	VB	

Mark:

The old Authorization checklist + proposal from June 2007. is attached...

- 1) Is the source of funds the same?
- 2) Does this need to go to Council? (+10K)
- 3) NOTE: Cost increase due to expanded scope to include GPR Survey with Em Survey + Test pits. + Also due to rate increase from June 2007.

Thanks
JF.

December 2, 2008

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Department of Environmental Services
Division of Environmental Quality
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Scope

The objective of this project will be to collect the data necessary to more fully characterize environmental conditions on the subject site. As specified in the request for proposal, geophysical data will be collected in the area of a suspect tank and subsurface soils across the Site. This data will be used to support detailed conclusions and recommendations with respect to potential property transfer and future use of the property. This project will include the following tasks:

1. Project Set-Up and Coordination

Lu Engineers will schedule all site activities and coordinate with the subcontracted direct-push soil sampling firm, subcontracted laboratory, UFPO (via subcontractor), and appropriate City of Rochester personnel to facilitate the planned site work. Lu Engineers shall assure all subcontractor qualifications and capabilities prior to commencement of work.

2. Field Activities

Field activities will be comprised of three primary tasks including: a) geophysical survey, b) test pit investigation, and c) subsurface soil sampling.

a) Geophysical Survey

Lu Engineers will use historic Sanborn maps, property corners and other available site features to establish the location of the suspect tank and conduct a geophysical survey of that portion of the 271 Norton Street property. This survey will be accomplished by

means of a Magnetometer and Ground Penetrating Radar. Data will be collected on a grid-based pattern and saved electronically while the survey is in-progress. Data will be used to generate geophysical maps of the subject portions of the property. These images will be evaluated by an appropriately qualified geologist to determine whether underground tanks or other significant buried objects may be present. This data will be used to help identify potential test pit locations.

b) Test Pit Investigation

If geophysical survey work indicates the presence of significant anomalies test excavations will be completed to attempt identify the source. Test excavations will be completed by TREC Environmental. It is currently estimated that at least ½ a day of test excavations will be necessary.

Soils removed from the excavations will be screened with a photoionization detector (PID) to determine the presence of volatile organic compounds (VOCs). The depth of the excavations will be based on the amount of fill present. Excavation will continue in each investigation area until the source of the anomaly or undisturbed materials are encountered. All soils removed from the excavations will be used to backfill the pit(s) upon completion.

c) Subsurface Soil Sampling

Once the geophysical survey and the test excavations have been completed, Lu Engineers will supervise subsurface soil sampling activities and screen all sampled soils in two-foot intervals for the presence of volatile organic vapors and other indications of potential contamination. Locations will be completed by TREC Environmental using a GeoProbe[®] and will generally be placed at approximate 60-foot linear spacing. For estimating purposes, it is assumed that a total of up to 25 locations will be sampled. The maximum anticipated depth of soil sampling is 12 feet below grade at each location. If bedrock is encountered above 8 feet, sample depths will correspond to the depth of bedrock. Bedrock penetration is not anticipated.

Sampled soils will be temporarily stored during subsurface sampling in inert plastic zip-lock bags for PID screening. Based on PID soil screening, visual and olfactory evaluation, the City DEQ Project manager will be notified to determine if soil samples will be sent for laboratory analysis. For estimating purposes up to five samples may be relinquished to a subcontracted laboratory. All samples will be analyzed for the following parameters:

- EPA 8260 Volatile Organics
- EPA 8270 (Base-Neutrals) Semivolatile Organics

Laboratory analysis, if necessary, will be completed by a NYSDOH certified analytical laboratory (Paradigm Environmental Services).

3. Report

A brief summary letter will be prepared once all data is available, which will include a summary of conclusions and recommendations. Within two weeks of completion of the summary, Lu Engineers will complete a report to provide all appropriate documentation to the City of Rochester, including clear conclusions and any recommendations for additional work warranted by the findings of the investigation. The report will include plans indicating the location of all sample and test points as well as geophysical survey contour mapping with any significant anomalies clearly identified.

If necessary, Lu Engineers will recommend corrective actions and identify associated costs for environmental concerns that may be identified. The degree of certainty with the recommendations and costs provided is dependent on what is found during the field work.

Fee

The estimated total cost for completion of this project is ~~\$11,674.75~~ including labor, subcontracted services, and expenses. These fees are based on the terms and conditions of our existing agreement with the City. The actual project cost may vary depending on subcontracted fees and potential unforeseen circumstances. A breakdown of the estimated project costs is attached. This estimate is based in part on the assumptions listed below.

12/3/2008

Limitations and Exceptions of Project

No sampling of surface water, groundwater, and suspect asbestos containing material or lead based paint, air or other media other than soil will be conducted during this assessment. The project cost estimate is based on a variety of assumptions including:

- Executed access agreement from the current property owners provided by the City.
- Easy access to work area will be provided.
- No soil disposal will be required.
- No sampling or testing will be conducted outside the limits of the Site.

Scheduling

A brief letter report summarizing the conditions at the Site will be provided to the City within one week of receipt of all field data and analytical results in order to assist in the property transfer.

It is anticipated that the project can be completed in a four-week time period from authorization to proceed.

Reporting Requirements

In accordance with 6 NYCRR 613.8, Lu Engineers is obligated to report any spill, leak, or discharge of petroleum products from bulk storage facilities to the New York State Department of Environmental Conservation. In addition, we are required to report any release of a reportable quantity or unknown quantity of a hazardous substance listed in 6 NYCRR 597.2.

Limitation of Liability

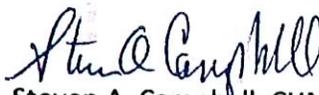
To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Agreement

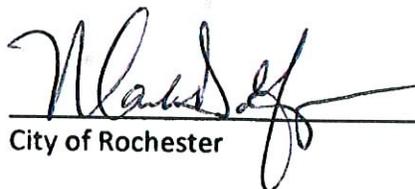
Please acknowledge your acceptance by signing the last page of this proposal and sending a copy back to us.

Thank you for considering Lu Engineers for this project.

Respectfully submitted,


Steven A. Campbell, CHMM
Project Manager


Greg Andrus, CHMM
Project Scientist



City of Rochester

12-11-08

Date

Lu Engineers: Robert J. Elliott, P.E., Vice President

Date

**LU ENGINEERS COST ESTIMATE
ENGINEER SERVICES**

PROJECT TITLE: City of Rochester, Phase II ESA
 LOCATION: 271 Norton Street, Rochester N.Y.
 Lu Engineers' Proposal Number: P08-314

A. LABOR RELATED SERVICES

ITEM A-1, SET-UP/COORDINATION:			
POSITION	Rate	Est. # Hours	Est. Cost
Project Manager	\$84.00	1	\$84.00
Geologist/Engineer	\$58.00	8	\$464.00
Total Hours		9	
ITEM A-1 TOTAL =			\$548.00

ITEM A-2, FIELD ACTIVITIES:			
POSITION	Rate	Est. # Hours	Est. Cost
Project Manager/Geophysical Specialist	\$84.00	12	\$1,008.00
Geologist/Engineer	\$68.00	44	\$2,992.00
Total Hours		56	
ITEM A-2 TOTAL =			\$ 4,000.00

ITEM A-3, REPORT PREPARATION:			
POSITION	Rate	Est. # Hours	Est. Cost
Project Manager/Geophysical Specialist	\$84.00	6	\$504.00
Geologist/Engineer	\$68.00	44	\$2,992.00
Draftsperson	\$45.00	8	\$360.00
Total Hours		58	
ITEM A-3 TOTAL =			\$3,856.00

TOTAL OF LABOR RELATED SERVICES: **\$8,404.00**

B: NON-LABOR RELATED SERVICES

ITEM B-1, EQUIPMENT AND SUPPLIES:				
	Quantity		Unit Cost	Total Cost
EM-61 Geophysical Survey Instrument	2 day (min.) rental	900+5%	\$945.00	\$945.00
Ground Penetrating Radar	1	250+5%	\$262.50	\$262.50
Photoionization Detector	3		\$25.00	\$75.00
Miscellaneous Site Supplies	lump sum		\$100.00	\$100.00
PPE	lump sum		\$25.00	\$25.00
ITEM B-1 TOTAL:				\$1,407.50

ITEM B-2, SUBCONTRACTED SERVICES:				
	Quantity		Unit Cost	Total Cost
Subcontracted Geoprobe Services	lump sum		\$1,995.00 (\$1,900+5%)	\$1,995.00
Subcontracted Excavation Services	lump sum		\$787.50 (\$750+5%)	\$787.50
EPA 8260 Volatiles	5		\$115.50 (\$110.00 + 5%)	\$577.50
EPA 8270 (BNs) Semi-Volatiles	5		\$183.75 (\$175.00 + 5%)	\$918.75
ITEM B-2 TOTAL:				\$4,278.75

Subtotal of NON-LABOR RELATED SERVICES (Item B-1) \$1,407.50
 Subtotal of NON-LABOR RELATED SERVICES (Item B-2) \$4,278.75

TOTAL OF NON-LABOR RELATED SERVICES: **\$5,686.25**

ITEM A, LABOR RELATED SERVICES: \$8,404.00
 ITEM B, NON-LABOR RELATED SERVICES: \$5,686.25
\$14,090.25

(1)

LIMITED LICENSE AGREEMENT

THIS AGREEMENT is made as of the 1st day of December, 2008 by and between **ROCHESTER MIDLAND CORPORATION**, a New York corporation with offices at 333 Hollenbeck Street, Rochester, New York 14621 (the "Owner") and the **CITY OF ROCHESTER**, a municipal corporation with offices at City Hall, 30 Church Street, Rochester, New York 14614 (hereinafter "City"),

RECITALS:

WHEREAS, Owner is the owner of the following parcels of land in the City of Rochester, New York known as 271 Norton Street (SBL No. 91.69-2-24) and 530 Conkey Avenue (SBL 91.69-2-14)(the "Owner's Parcels"); and

WHEREAS, the Owner and the City intend to enter into a Property Exchange Agreement, pursuant to which a portion of the Owner's Parcels, more particularly described in Schedule "A" (hereinafter "the Property") are to be conveyed to the City, and certain lands owned by the City are to be conveyed to the Owner, all as authorized by City Council Ordinance 2007-90, approved by City Council on March 20, 2007; and

WHEREAS, the City has requested permission to enter onto the Property, for the purpose of conducting an environmental investigation to characterize subsurface conditions including soils, groundwater, or soil vapor conditions that may be present on the Property; and

WHEREAS, the Owner is willing to permit the City limited access to the Property solely for the purpose of undertaking investigations of the subsurface conditions of the Property but such access shall permitted only to the extent set forth herein and under the conditions identified.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, Owner and City agree as follows:

SECTION 1. INVESTIGATION

The Owner agrees to permit the City, its consultants, subcontractors, and agents (hereinafter collectively referred to as the "City") to enter onto the Property solely from the hours of 7:00 am until 5:30 pm during weekdays solely to perform in accordance with accepted standards for environmental engineers and consultants, including but not limited to applicable ASTM standards, subsurface soil, soil vapor, and or groundwater investigations to be conducted solely on the Property and to be conducted in a manner that minimizes physical

impact to the Property from such previously referenced activities (the "Investigative Activities"). At the end of each day (by 5:30 pm) when such Investigative Activities are conducted on the Property, the City shall remove all tools, equipment, wastes generated by the Investigative Activities ("Investigation Derived Wastes"), or other items it brings on to the Property and under no circumstances shall the City maintain on the Property any such tools, equipment, Investigation Derived Wastes or other items associated with the Investigative Activities without the expressed permission of the Owner and such permission shall not be unreasonably withheld. Further, to the extent the City conducts any Investigative Activities on the Property and does not complete same by 5:30 pm on any day when the same are conducted on the Property, the City shall erect appropriate barriers and warning signs adjacent or in proximity to the Investigative Activities so as to properly alert persons to falling or other hazards. The City shall have no liability or responsibility for environmental issues existing at the Property or detected as a result of the Investigative Activities described in this Section.

SECTION 2. TERMINATION

The City shall have the right to cancel and terminate this Agreement for any reason deemed to be in the City's best interest upon giving five (5) written days notice of the fact of such cancellation or termination, except under no circumstances shall such termination by the City diminish its obligations to Owner as set forth herein to restore the Property to its pre-existing condition and to indemnify the Owner, should such termination occur following the City entering upon the Property for any reason under this Limited License Agreement.

SECTION 3. TERM

This Agreement shall commence upon execution by both parties and shall expire on **January 31, 2009** ("the Access Period"), or as may be extended upon the written agreement of all parties.

SECTION 4. NOTICE TO OWNER OF SCOPE OF WORK

The City shall provide at least three business days' notice to Owner prior to entering on the Property pursuant to this Limited License Agreement, and such notice, which shall be transmitted as required by Section 12 below, shall identify the nature of the Investigative Activities to be undertaken so as to allow the Owner to have a representative on the Property to observe such testing and/or obtain split samples, if the Owner so chooses. As indicated, in the event that the City seeks to maintain any equipment, tools or other items on the Property, it shall provide notice to the Owner as set forth in the notice section below.

SECTION 5. COMPLIANCE WITH REGULATIONS AND RESTORATION OF THE OWNER'S PROPERTY

The City and its consultants, subcontractors, and agents in performing the Investigative Work shall comply with all applicable laws, rules and regulations and will conduct their investigation activities in a safe and workmanlike manner.

Upon completion of the investigation activities and prior to the expiration of the Access Period the City and its agents shall restore the area(s) on the Property where investigations have been performed to its original condition to the reasonable satisfaction of the Owner. No later than 3 days prior to departing the Property after it has restored any areas of the Property disturbed by the Investigative Activities, the City shall notify the Owner that the restoration has been completed (in accord with Section 12 below) and the Owner shall inspect same; if the Owner is not satisfied with that the Property has been restored to its reasonable satisfaction, then the Owner shall notify the City within two days of such inspection in writing of the items for the City to rectify, and the City shall rectify such items within no later than 20 days from receipt of the referenced letter from the Owner. All expenses incurred in conducting the investigation and restoring the Property shall be borne by the City.

SECTION 6. INSURANCE

If the City uses a consultant, then no later than 5 business days prior to the City's consultant entering on the Property to perform Investigative Work under this Limited License, the City's consultant shall provide to the Owner, in accordance with Section 12 below, satisfactory proof of insurance coverage for liability and worker's compensation insurance and other insurances which may be applicable with a minimum coverage of \$1 Million per accident, and appropriate limits for worker's compensation and other applicable insurance which identifies the Owner as a named insured. If the City does not use a consultant to perform any work on the Property or inspect same, then 5 business days prior to any city representatives entering on the Property, the City shall deliver to the Owner a letter from an authorized representative of the City identifying the components of the City's self-insured program and confirming that the City has available pursuant to such program insurance that would cover Owner at least in the amounts set forth above (\$1 Million per accident and coverage for worker's compensation and other coverage as indicated).

SECTION 7. OWNER'S USE OF PROPERTY

The City shall use reasonable efforts not to interfere with the Owner's use of the Property during the Access Period.

SECTION 8. INDEMNIFICATION

Investigative work as well as soil load-bearing tests, or tests of any improvements at the Property, may be made by the City on the Property. Upon completion of each of the tests, studies, investigations or other activities contemplated by this Section, the City, in accordance with Section 5 at its sole expense, shall restore the Property to the condition existing prior to such tests, studies, investigations or activities. The City covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless the Owner from and against any and all damages, losses, liabilities, obligations, penalties, claims, demands, amounts in contribution, judgments, suits, proceedings, costs, disbursements and for expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred or asserted or awarded against Owner resulting from or arising out of the acts, omissions or activities of the City or the City's agents, employees, consultants or independent contractors on the Property in connection with the City entering on the Property under the Limited License Agreement including based on the tests, studies, investigations or other activities described in this Section. The indemnification offered by this section shall not apply to liabilities or responsibilities for environmental issues existing at the Property or detected as a result of the tests, studies, investigations or other activities described in this Section.

SECTION 9. NOTIFICATION OF RELEASES OR SPILLS

If required under State, federal, or local law and/or regulation, or if the City, in its sole discretion, deems it necessary to protect the public good, the City may report the results of such tests, studies, investigations or activities at the Property to the applicable State, federal, or local agencies ("the City's Obligation to Report") except under no circumstances shall the City make any report until such time as it first informs the Owner and/or its representative as identified in Section 12 below of the City's intention to make such a report, as the Owner expressly reserves the right to participate in the making of any report so as to protect its interests. If such a report is required or deemed necessary, the City shall consult with Owner within the applicable time limit for making such report so as to allow the Owner to participate in the making of any such report with its own representatives. The indemnification offered by this agreement shall not apply to the City's Obligation to Report and the City's indemnification obligation shall not be enlarged or diminished by any alleged reporting obligation.

SECTION 10. REQUIREMENT TO PROVIDE ANY DATA OBTAINED, INCLUDING REPORTS

The City shall provide to the Owner all data generated from any Investigative Work undertaken pursuant to the Limited License Agreement, including but not limited to providing the Owner with all data obtained pursuant to such Investigative Work including any results of testing, including any oral results of same (in the event no reports or written materials are provided to the City), and the City shall also provide to Owner copies of all

submittals and reports generated from the environmental investigations performed on the Property pursuant to this Agreement. Owner shall receive the information identified above within no later than 10 days after such information is received by the City.

SECTION 11. APPLICABLE LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, State of New York.

SECTION 12. GENERAL NOTICE PROVISION

All notices, demands and requests which may be given or are required to be given by either party to the other must be in writing. All notices, demands and requests by Owner or City shall be either personally delivered or forwarded by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

OWNER: ROCHESTER MIDLAND CORPORATION
333 Hollenbeck Street
Rochester, New York 14621
Attn Mary Kay Ingersoll: Telephone: (585) 336-2265
Facsimile: (585)-467-4406

With a copy to :
Joseph D. Picciotti
Harris Beach PLLC
99 Garnsey Rd
Pittsford, NY
Telephone (585) 419-8629
Facsimile (585) 419-8815

CITY: Director of Real Estate
City Hall
30 Church Street
Rochester NY 14614

with a copy to: Corporation Counsel
City Hall
400-A, 30 Church Street
Rochester, New York 14614

Notices, demands and requests given in the aforesaid manner will be deemed served or given for all purposes hereunder at the time such notice, demand or request is received.

SECTION 13. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 14. ENTIRE CONTRACT

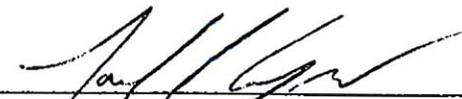
This Agreement embodies the entire agreement between the parties hereto and may be amended only by a document in writing signed by the parties hereto and properly acknowledged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TSR
CITY OF ROCHESTER

By: 
Thomas S. Richards, Corporation Counsel

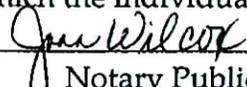
ROCHESTER MIDLAND CORPORATION

By: 
Michael S. Coyner, President & COO

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

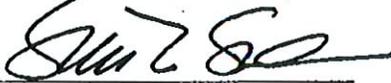
On the 15th day of December in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Coyner personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Joan H. Wilcox
NOTARY PUBLIC, State of New York
Registration No. 01W16052214
Qualified in Monroe County
Commission Expires Dec. 11, 20 10


Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 26th day of November in the year 2008 before me,
the undersigned, a Notary Public in and for said State, personally appeared **THOMAS S. RICHARDS**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SCOTT C. SMITH
Notary Public, State of New York
Ontario County, New York
Commission Expires June 1, 2011 010

SCHEDULE A
PROPERTY TO BE CONVEYED TO THE CITY OF ROCHESTER

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe, State of New York, being more particularly described as follows:

Beginning at a point of intersection of the southerly line of Norton Street (49.5' wide) and the westerly line of Hollenbeck Street (49.5' wide), said point also being the northeasterly corner of lands conveyed to Ridge Lumber, Inc. by deed filed in the Monroe County Clerk's Office in Liber 7806 of deeds at Page 267,

Thence, southerly along the westerly line of said Hollenbeck Street, a distance of 30.00 feet to a point thereon,

Thence through the lands conveyed to said Ridge Lumber, Inc. the following twenty (20) courses and distances:

(1) at an interior angle measured to the left from the previous course of $90^{\circ} 44' 50''$, a distance of 164.24 feet to a point; thence

(2) at an interior angle measured to the left from the previous course of $269^{\circ} 57' 46''$, a distance of 155.26 feet to a point; thence

(3) at an interior angle measured to the left from the previous course of $156^{\circ} 30' 30''$, a distance of 92.99 feet to a point; thence

(4) at an interior angle measured to the left from the previous course of $167^{\circ} 35' 33''$, a distance of 234.65 feet to a point; thence

(5) at an interior angle measured to the left from the previous course of $179^{\circ} 47' 53''$, a distance of 304.40 feet to a point; thence

(6) at an interior angle measured to the left from the previous course of $180^{\circ} 04' 02''$, a distance of 15.21 feet to a point; thence

(7) at an interior angle measured to the left from the previous course of $269^{\circ} 55' 55''$, a distance of 28.87 feet to a point; thence

(8) at an interior angle measured to the left from the previous course of $88^{\circ} 02' 50''$, a distance of 149.24 feet to a point; thence

(9) at an interior angle measured to the left from the previous course of $180^{\circ} 00' 04''$, a distance

of 92.50 feet to a point; thence

(10) at an interior angle measured to the left from the previous course of $177^{\circ} 33' 06''$, a distance of 58.35 feet to a point; thence

(11) at an interior angle measured to the left from the previous course of $97^{\circ} 26' 51''$, a distance of 40.20 feet to a point; thence

(12) at an interior angle measured to the left from the previous course of $91^{\circ} 56' 59''$, a distance of 27.02 feet to a point; thence

(13) at an interior angle measured to the left from the previous course of $270^{\circ} 11' 23''$, a distance of 130.24 feet to a point; thence

(14) at an interior angle measured to the left from the previous course of $90^{\circ} 00' 06''$, a distance of 40.00 feet to a point; thence

(15) at an interior angle measured to the left from the previous course of $89^{\circ} 59' 56''$, a distance of 130.37 feet to a point; thence

(16) at an interior angle measured to the left from the previous course of $269^{\circ} 48' 44''$, a distance of 246.59 feet to a point; thence

(17) at an interior angle measured to the left from the previous course of $180^{\circ} 00' 03''$, a distance of 304.40 feet to a point; thence

(18) at an interior angle measured to the left from the previous course of $180^{\circ} 12' 07''$, a distance of 231.95 feet to a point; thence

(19) at an interior angle measured to the left from the previous course of $197^{\circ} 24' 27''$, a distance of 85.39 feet to a point; thence

(20) at an interior angle measured to the left from the previous course of $203^{\circ} 29' 30''$, a distance of 180.25 feet to a point on the southerly line of said Norton Street; thence

Thence easterly along the southerly line of said Norton Street, a distance of 188.61 feet to the point or place of beginning.

Containing 1.01 acres more or less.