

MONROE COUNTY CLERK'S OFFICE



Return To:

BOX 30

Index DEEDS

Book 10269 Page 0554

No. Pages 0008

Instrument EASEMENT AGRMNT

Date : 3/15/2006

Time : 5:19:00

Control # 200603151025

ROCHESTER INSTITUTE OF TECHNOL
OGY
RIVERS RUN LLC

TT# TT 0000 016089

ROCHESTER INSTITUTE OF TECHNOL
OGY
RIVERS RUN LLC

Employee ID BZ40

MORTGAGE TAX

FILE FEE-S	\$	19.00
FILE FEE-C	\$	8.00
REC FEE	\$	24.00
TRANS TAX	\$	.00
MISC FEE-C	\$	5.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

MORTGAGE AMOUNT	\$	.00
BASIC MORTGAGE TAX	\$	.00
SPEC ADDIT MTG TAX	\$	.00
ADDITIONAL MTG TAX	\$	.00
Total	\$	.00

Total: \$ 56.00

STATE OF NEW YORK
MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

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.

TRANSFER AMT	\$	.00
TRANSFER TAX	\$	.00

Cheryl Dinolfo
Monroe County Clerk



D102690554

ME

ACCESS AND PARKING EASEMENT

REC'D
MAR 15 5 15 PM '06
CLERK'S OFFICE
MONROE COUNTY CLERK

THIS ACCESS AND PARKING EASEMENT, dated as of March 15, 2006, is by and between ROCHESTER INSTITUTE OF TECHNOLOGY, a New York educational corporation having an office at Five Lomb Memorial Drive, Rochester, New York 14623 ("Grantee") and RIVERS RUN, LLC, a New York limited liability company having an office at 50 Fairwood Drive, Rochester, New York 14623 ("Grantor").

WITNESSETH:

BOOK 3030

WHEREAS, Grantor is the owner in fee of a certain parcel of land in the Town of Henrietta, Monroe County, New York, known as tax map number 174.01-02-58.2, as more particularly bounded and described in Exhibit "A" attached hereto ("Grantor's Land"), having acquired such land from Grantee, pursuant to a deed intended to be recorded in the Monroe County Clerk's Office prior to the recording of this Access and Parking Easement; and

WHEREAS, pursuant to the terms of a certain Contract for the Purchase and Sale of Real Property, dated June 13, 2005, by and between Grantor, as purchaser, and Grantee, as seller, as amended (the "Contract"), Grantor is obligated, within (1) year after the date hereof (i) to cause Grantor's Land to be subdivided to create a separate lot for the portion of Grantor's Land described in Exhibit "B" attached hereto (the "Easement Premises") and (ii) to convey the Easement Premises to Grantee, subject to the terms of the Contract; and

WHEREAS, until such time as the Easement Premises shall be conveyed by Grantor to Grantee pursuant to the terms of the Contract, the parties desire to create a non-exclusive easement over, under and across the Easement Premises for vehicular and pedestrian access to the Genesee River and for recreation purposes and vehicle parking;

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants to Grantee a non-exclusive easement over, under and across the Easement Premises for vehicular and pedestrian access to the Genesee River and for recreation purposes and vehicle parking.
2. This easement is non-exclusive to Grantee, and Grantor reserves the right, power and privilege to utilize the Easement Premises from time to time to the extent it deems necessary for any of its own present or future purposes to the extent permitted by applicable law and any other easements, covenants or restrictions of record that are applicable to the Easement Premises, so long as such utilization does not unreasonably obstruct (except on a temporary basis) use of the Easement Premises by Grantee pursuant to the terms of this easement. This easement does not convey any rights of use of air space above the Easement Premises (except for that air space needed for vehicular and pedestrian access to the Genesee River and for recreation purposes pursuant to the terms of this easement).

3. Grantee shall indemnify, defend, and hold harmless Grantor from all claims of loss, damage or injury of any kind and nature whatsoever arising in connection with the use of the Easement Premises by Grantee, its agents, servants, employees, invitees, visitors and contractors, except to the extent that such claims of loss, damage or injury are caused by the negligence or willful misconduct of Grantor, its agents, employees contractors, residents, visitors or invitees.

4. Grantor shall indemnify, defend, and hold harmless Grantee from all claims of loss, damage or injury of any kind and nature whatsoever caused by Grantor, its agents, employees contractors, residents, visitors or invitees arising in connection with the use of the Easement Premises (collectively, "Damages"), except to the extent that the Damages are caused by the negligence or willful misconduct of Grantee, its agents, employees, contractors, residents, visitors or invitees.

5. This easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

RIVERS RUN, LLC

By: Living Communities, L.L.C., Sole Member

By: Christa Communities, L.L.C., Member

By:  _____

Frank A. Christa, Member

GRANTEE:

ROCHESTER INSTITUTE OF TECHNOLOGY

By:  _____

Name: James H. Watters

Title: Senior Vice President, Finance and
Administration

Exhibit "A"

Metes and Bounds Description of Grantor's Land

ALL THAT TRACT OR PARCEL OF LAND situate and being part of Town Lot 13, Sixth Range, Township 12, Range 7, Town of Henrietta, County of Monroe and State of New York and being more particularly described as follows:

COMMENCING at a point on the westerly highway boundary of East River Road, County Route 84 (66 feet wide), said point being on the southerly property line of lands now or formerly owned by Rochester Institute of Technology (Tax map #174.01-02-58) as filed in the Monroe County Clerk's Office as liber 7244 of deeds page 4; thence, Westerly, along the southerly property line of said lands of the Rochester Institute of Technology, a distance of 950.33 feet to the **POINT OF BEGINNING**; thence,

- 1.) S 87°34'43" W, a distance of 1457.31, to a point; thence,
- 2.) N 22°40'45"W, a distance of 84.54 feet, to a point on the southerly boundary line of lands now or formally owned by Rochester Institute of Technology (Tax map #174.01-02-59); thence,
- 3.) N 88°11'28"E, a distance of 163.00 feet, to a point; thence,
- 4.) N 04°48'55"W, a distance of 439.63 feet, to a point on the southerly boundary line of lands now or formally owned by Rochester Institute of Technology; thence,
- 5.) S 88°11'28"W, a distance of 202.80 feet, to a point; thence,
- 6.) N 05°52'42"E, a distance of 40.36 feet, to a point; thence,
- 7.) N 04°11'03"E, a distance of 80.44 feet, to a point; thence,
- 8.) N 88°11'28"E, a distance of 182.70 feet, to a point; thence,
- 9.) N 04°48'55" W, a distance of 150.21 feet, to a point; thence,
- 10.) N 88°11'28" E, a distance of 58.39 feet, to a point; thence,
- 11.) N 11°16'38" E, a distance of 401.74 feet, to a point; thence,
- 12.) N 50°09'58"E, a distance of 23.27 feet, to a point; thence,
- 13.) N 88°01'28"E, a distance of 1070.78 feet, to a point; thence,
- 14.) S 02°02'47"E, a distance of 408.76 feet, to a point; thence,
- 15.) N 88°11'28"E, a distance of 447.20 feet, to a point; thence,
- 16.) S 01°48'32"E, a distance of 224.79 feet, to a point; thence,

- 17.) S 56°06'01"W, a distance of 252.93 feet, to a point; thence,
- 18.) S 24°47'43"W, a distance of 253.41 feet, to a point; thence,
- 19.) S 02°25'17"E, a distance of 186.71 feet, to the **PLACE AND POINT OF BEGINNING, BEING 38.028 ACRES** of land, more or less.

All as shown as Lot 2 on a map titled "Rivers Run Subdivision Plat" prepared by Environmental, Design & Research, P.C. and filed in the Monroe County Clerk's Office on December 8, 2004 at Liber 322 of Maps, Page 60.

Exhibit "B"

Metes and Bounds Description of Easement Premises

ALL THAT TRACT OR PARCEL OF LAND situate and being part of Town Lot 13, Sixth Range, Township 12, Range 7, Town of Henrietta, County of Monroe and State of New York and being more particularly described as follows:

BEGINNING at a point on the north easterly property corner of lands now or formerly owned by Rochester Institute of Technology (Tax map #74.01-02-64.11) as filed in the Monroe County Clerk's office as liber 7244 of deeds page 4; thence,

- 1.) Westerly, along the northern property line of said lands of the Rochester Institute of Technology, a distance of 202.80 feet to a point; thence,
- 2.) N 05°52'42" E, a distance of 40.36 feet, to a point; thence,
- 3.) N 04°11'03" E, a distance of 80.44 feet, to a point on the southern boundary line of lands now or formerly owned by Ronnie E. David (Tax map #174.01-02-69); thence,
- 4.) Easterly, along the southern property line of said lands of Ronnie E. Davis, a distance of 182.70 feet to a point; thence,
- 5.) S 04°48'55" E, a distance of 120.17 feet, to the **PLACE AND POINT OF BEGINNING**, BEING 0.529 ACRES of land, more or less.

All as shown on a map titled "Rivers Run Subdivision Plat" prepared by Environmental, Design & Research, P.C. and filed in the Monroe County Clerk's Office on December 8, 2004 at Liber 322 of Maps, Page 60.