

MONROE COUNTY CLERK'S OFFICE

Return To:

BOX 30

ROCHESTER INSTITUTE OF TECHNOL  
OGY  
RIVERS RUN LLC

ROCHESTER INSTITUTE OF TECHNOL  
OGY  
RIVERS RUN LLC

Index DEEDS

Book 10269 Page 0523

No. Pages 0008

Instrument EASEMENT AGRMNT

Date : 3/15/2006

Time : 5:19:00 /

Control # 200603151022

TT# TT 0000 016086

Employee ID BZ40

MORTGAGE TAX

FILE FEE-S	\$	19.00	MORTGAGE AMOUNT	\$	.00
FILE FEE-C	\$	8.00	BASIC MORTGAGE TAX	\$	.00
REC FEE	\$	24.00	SPEC ADDIT MTG TAX	\$	.00
TRANS TAX	\$	.00	ADDITIONAL MTG TAX	\$	.00
MISC FEE-C	\$	5.00	Total	\$	.00
	\$	.00			
	\$	.00			
	\$	.00			
	\$	.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



D102690523

EASEMENT

THIS 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").

2006 MAR 15 PM 5:19  
MONROE COUNTY CLERK

RECORDED

WITNESSETH:

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 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 by that certain Amendment to Contract for the Purchase and Sale of Real Property made and entered into on or about the date hereof (collectively, 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 an exclusive easement over, under and across the Easement Premises for use by Grantee, its agents, employees, contractors and invitees for all lawful purposes;

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 an exclusive easement over, under and across the Easement Premises for use by Grantee, its agents, employees, contractors and invitees for all lawful purposes.
2. This easement is exclusive to Grantee; provided, however, that 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.

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Boy 3030

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

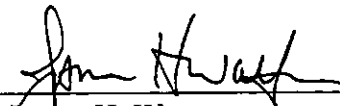
By: Living Communities, L.L.C., Sole Member

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

STATE OF NEW YORK     )  
  SS:  
COUNTY OF MONROE     )

On March 15, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank A. Christa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 on behalf of which the individual(s) acted, executed the instrument.

Katherine H. Karl  
Notary Public

KATHERINE H. KARL  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires November 14, 2006

STATE OF NEW YORK     )  
  SS:  
COUNTY OF MONROE     )

On March 14, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Watters, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 on behalf of which the individual(s) acted, executed the instrument.

Jeffrey G. Wright  
Notary Public

JEFFREY G. WRIGHT  
Notary Public, State of New York  
Registration #: 02WR6086753  
Qualified in Monroe County  
Certificate Filed in Monroe County  
Commission Expires: 02/03/2007

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:

**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 2270.67 feet to the **POINT OF BEGINNING**; thence,

- 1.) S 87°34'43" W, a distance of 136.96 feet, to a point; thence,
- 2.) N 22°40'45" W, a distance of 84.54 feet, to a point on the southerly property line of lands now or formerly 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 on the westerly boundary line of Lot 2 of the Rivers Run Subdivision as filed in the Monroe County Clerk's Office at Liber 322 of Maps, Page 60; thence,
- 4.) S 04°48'55" E, a distance of 77.64 feet, to the **PLACE AND POINT OF BEGINNING, BEING 0.270 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.