

APPENDIX E

Utility Report - Site

UTILITY REPORT

Prepared for:

MIDTOWN REDEVELOPMENT PLAN/ SEQRA ASSISTANCE

CITY OF ROCHESTER
Monroe County, New York



LaBella Project No. 208149

July 14, 2008

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UTILITY REPORT

City of Rochester Midtown Redevelopment Plan / SEQRA Assistance

I. INTRODUCTION

The City of Rochester in partnership with the State of New York intends to acquire, remediate, demolish and redevelop the 8.5 acre site known as Midtown Plaza. The site will be redeveloped as a mixed-use urban space that will include a new corporate headquarters for PAETEC Communications. (PAETEC is a locally based international telecommunications provider.)

Midtown Plaza is located in the center of downtown Rochester with frontage along three major streets including; East Main Street, South Clinton Avenue, and Broad Street. The facility also has access from Chestnut Street, Atlas Street and Euclid Street. Midtown Properties consist of five main buildings (Seneca Building, B. Foreman Building, McCurdy's Building, Euclid Building and Midtown Tower) connected by a two-level plaza mall. A 1,820 space, 3-level underground parking garage is located beneath the southern half of the Midtown Plaza and Broad Street. In addition, a service truck tunnel is located under Midtown Plaza which provides delivery access to various buildings within Midtown Properties. This tunnel extends westward and serves other city buildings including Chase Tower, Hyatt Regency and the Rochester Convention Center. Ingress and egress to the tunnel is from Atlas Street only. (For overall site location map refer to Figure 4 - General Plan).

When originally built, Midtown Plaza was constructed around the McCurdy's Building. Several city streets were abandoned including Cortland Street, Temple Street and Elm Street. The former Cortland Street ran north-south between Main Street and Court Street. A portion of the former Cortland Street right-of-way now serves as the service truck tunnel and is located below the Plaza's Main Street Entrance.

Planning and Data Collection for the project includes identification and assessment of existing utilities in and around the project site. This Utility Report summarizes the existing utilities identified directly around and serving Midtown Properties, as well as the required utility dispositions to permit Midtown Plaza demolition.

II. EXISTING SITE UTILITIES

A. Sanitary & Storm Sewer - Rochester Pure Waters District (Figure 5A)

Monroe County Pure Waters (MCPW) Rochester Pure Waters District (RPWD) operates and maintains public sewers in the City of Rochester under a lease agreement. As with many older cities, the sewer is a combined storm and sanitary system. The RPWD sewers are generally located in the center of the streets. There are no plans for repairs or replacements for facilities along Main Street, Euclid Street, Elm Street, Court Street or South Clinton Avenue.

Numerous service lateral connections to the RPWD sewer exist from Midtown Properties, the service truck tunnel, utility vaults and the City's Midtown garage. All laterals, within the project limits connected to the RPWD main line sewer that will not be reutilized will need to be severed and properly abandoned at ROW line in accordance with RPWD standards. The RPWD will video tape the main lines to locate laterals.

A portion of the original sewer along the former Cortland Street right-of-way remains in service. The sewer is located under the service truck tunnel and accepts sanitary and storm flows from several private laterals within Midtown Properties and storm drains within the service tunnel. This sewer is considered private by RPWD and is owned and maintained by Midtown Properties. The original 24-inch vitrified tile sewer was constructed circa 1930. The condition of the sewer is unknown.

The location and orientation of the storm drainage network, including catch basins, along Broad Street between Chestnut Street and South Clinton Avenue needs to be verified. It is believed the piping may be hung in the Midtown garage and discharge through building services to the street sewers. If the garage is abandoned, the storm water conveyance system for Broad Street will need to be sustained. RPWD indicates a new drainage system consisting of 12-inch plus diameter storm sewer with manholes will be required. New catch basins shall connect to new storm sewer with 8-inch laterals.

In addition, the discharge locations and elevations for private building underdrains and private garage storm drainage need to be considered. Sewers need to be deep enough to service these facilities.

B. Steam - Rochester District Heating Co-Operative (Figure 5B)

The Rochester District Heating Co-Operative (RDH) is a non-profit user cooperative that provides steam for heating within the City's inner-loop area. Chilled water is not provided. Facilities such as Chase, Xerox, Bausch & Lomb, Hyatt Regency, Clarion and the Civic Center, as well as various City and County buildings are served. The heating season is typically between mid-October to mid-May with the highest steam loads between November to April. According to RDH, total summer steam loads are approximately 1/8th that of the heating season. Summer loads are typically due to hot water, cooking and laundry demands from users such as the hotels, jail and civic center.

With the Midtown redevelopment, RDH sees an opportunity to install a condensate return loop back to their main plant. This return loop would make the RDH system more cost efficient instead of using 100% makeup water.

In 1985, RGE transferred title of the steam lines to RDH. In 1986, the City of Rochester provided a condemnation order creating permanent easements for the steam lines. In August 2000, the City of Rochester completed an assignment of easement agreement with RDH transferring rights and ownership of the steam line/expansion loops, utility vaults and manholes in the "Midtown Utility Tunnel" to RDH. (Attachment B)

RDH owns, maintains, operates and holds the easements for the steam lines. The steam lines are leased to the County of Monroe Industrial Development Agency (COMIDA).

Two steam lines traverse the Midtown Properties. The steam lines are encapsulated but will likely require asbestos abatement.

Northern Steam Line – A secondary 4- and 6-inch steam line runs from Euclid Street through McCurdy's basement utility room and feeds the Seneca Building. This main then continues in the service truck tunnel under South Clinton Avenue to Chase Tower. This northern steam line is a redundant service to Chase and can be shutdown and capped in the truck tunnel near South Clinton Avenue during demolition. During the redevelopment construction RDH would prefer to install a replacement line to re-establish the system backfeed capability and provide redundancy. Depending on the status of the truck tunnel and future routes available RDH indicates the cost to re-establish the northern steam line could range from \$50K to \$150K. The actual route would be critical to the cost, including items such as rock excavation, location of other utilities, easements etc.

Southern Steam Line – A primary 12-inch steam line runs between Chestnut Street and South Clinton Avenue. The steam line is located within a utility tunnel under Level C of the City's Midtown Garage. The utility tunnel is located approximately 35 feet below the surface elevation of Broad Street and is under portions of Midtown Plaza and Broad Street. According to RDH representatives, this steam line feeds the entire west side of the district representing 75% of the RDH system and half of the downtown area.

If required, the 12-inch steam line could be relocated. RDH indicates conceptually a new main may be possible from Chestnut Street south to Court Street, westward along Court Street to South Clinton and then northward along South Clinton back to Broad Street. RDH indicates a budgetary cost to complete this relocation is \$750K +/- 30% and would take 9 months or more.

If the 12-inch steam line can be protected during demolition, the existing line could remain in service. If the 12-inch line remains in service and the garage is removed access to the line for future maintenance would be difficult and disruptive at approximately 35 feet below Broad Street. Instead, a new steam line could be constructed during redevelopment between Chestnut Street and South Clinton Avenue along Broad Street. RDH indicates a budgetary cost of \$500K +/- 30% and approximately 9 months to complete this work.

C. Telephone - Frontier Communications of Rochester (Figure 5C)

Frontier Communications of Rochester (Frontier) provides service to various buildings within Midtown Properties. Frontier also has three cables between the Midtown Tower 3rd floor and Xerox across the skyway bridge. Frontier is in the process of providing new service to Xerox (scheduled for completion May 2008). Cables remaining on Skyway Bridge from Midtown to Xerox are owned by Xerox. These cables/conduits can be terminated and removed by others.

At the south end of Midtown Plaza near Broad Street, Frontier has a major 9-way transite conduit with approximately 24 thousand cable pair and 2 fiber optic bundles (one 48 strand one 36 strand) located under Level C of the City's Midtown Garage. This major conduit system runs between South Clinton Avenue and Chestnut Street north and generally parallel with the RDH steam utility tunnel. The conduit is located approximately 35 feet below the surface elevation of Broad Street and is under portions of Midtown Plaza and Broad Street.

Original design plans for Midtown Plaza show a planned easement to Rochester Telephone for the conduit location. Frontier indicates their records show an easement but they do not have a copy. Frontier also indicates that since the utility has been established in this location for over 40 years, they have an easement by adverse possession.

Within the 9-way transite conduit, approximately 16K cable pair and many of the fiber lines feed Midtown complex and Xerox. The remaining cable pairs and fiber pass through Midtown to service residences and business from Chestnut Street to East Avenue and as far as Clifford Avenue.

If required, the 9-way conduit could be relocated. Frontier has not indicated where the conduit would be relocated other than to say much planning and research would be required. Frontier has indicated a budgetary cost of \$500K+ and approximately 10 months to complete the work. The relocation time includes the following:

- 3 months design & approvals
- 8 weeks procure materials
- 2 months asbestos abatement
- 1-3 months install and switch over (working 24 hrs/day, 7 days/week)

If the 9-way transite conduit can be protected during demolition, the conduit could remain in service. Prior to building demolition, Frontier would sever the cables servicing Midtown at street manholes and pull out the feeder cables. Work to remove the Midtown cables only would take approximately 2 months. Conduit would be abandoned in place. During demolition, if the floor slab needs to be disturbed asbestos abatement of the transite conduit would be required.

If the 9-way transite conduit remains in service and the garage is removed, access to the conduit for future maintenance would be difficult and disruptive at approximately 35 feet below Broad Street. Instead a new secondary conduit system could be constructed during redevelopment between Chestnut Street and South Clinton Avenue along Broad Street. Frontier indicates a budgetary cost of \$75 +. No duration was provided to complete this work.

Potential methods to construct building foundations over the existing conduits could also be explored to maintain and protect the conduit in its current location.

D. Electric – Rochester Gas & Electric – (Figure 5D)

Rochester Gas & Electric (RG&E) provides electric service at various locations within the Midtown Properties. These facilities include:

- Seven (7) 11kV network transformer vaults: four located in the truck tunnel (vaults 8, 10, 27.11 and 27.13) and three located in the Midtown Garage Level A (vaults 4, 5, and 9).
- Eight (8) different 11kV network circuits (circuits 530, 533, 534, 569, 591, 598, 679, and 683). All circuits supply power only to Midtown facilities within the project area except for 569.

Circuit 569 feeds from Chestnut Street to vault 5 (located on Midtown Parking Level A under Broad Street) and over to South Clinton Avenue. This circuit feeds Bausch & Lomb and a building on the southwest corner of Main Street and South Clinton Avenue. Vault 5 also provides service to Midtown Garage.

If the garage is razed, circuit 569 would need to be relocated. All other circuits, vaults, transformers etc. would be removed. RG&E is investigating the possible relocation of circuit 569 through existing conduits along Main Street generally from East Avenue to South Clinton Avenue. RG&E needs to conduct a field verification to determine if sufficient conduits exist to complete the relocation. If feasible, approximately 700 linear feet of circuitry would be relocated. RG&E estimates the relocation would take 1-2 months to complete.

Scheduling of demolition work is critical. Need to determine if all power will be shut off at same time or as work progresses. Services have multiple meters (customers); therefore cutting dead one service may affect a number of end users. Most meters belong to Midtown Properties therefore RG&E does not know the actual end user.

Prior to building demolition, several transformers located within Midtown and numerous meters would need to be removed. All circuit conduits and equipment within the garage and truck tunnel would be removed to a “source” manhole located in sidewalks of Main Street and South Clinton Avenue at the perimeter of the demolition area. RG&E estimates 3-6 months to complete this work.

During all phases of redevelopment, need to protect existing manholes and vaults located along South Clinton Avenue, Main Street, Broad Street and Atlas Street. If garage remains, RG&E may consider replacing the existing equipment to “source” to start fresh with new cable and equipment. Still would need to protect equipment during demolition.

RG&E indicates no new services to Xerox are required. RG&E leases conduits along Main Street and Broad Street to Fibertech Communications. Fibertech will need to relocate their facilities if the leased conduits are abandoned.

E. Natural Gas – Rochester Gas & Electric – (Figure 5E)

Rochester Gas & Electric (RG&E) provides natural gas service at five locations within Midtown Properties (4 services enter various buildings and 1 service enters Midtown Garage - Level A.) Natural gas mains are located outside the perimeter of the building and garage footprint. All live services and mains need to be protected during all phases of redevelopment.

RG&E has no current plans for natural gas main improvements in the project area, although RG&E is interested to know if new development heating loads will be steam or natural gas.

Scheduling of demolition work is critical so RG&E can schedule gas service cut deads. Need to determine if all gas service will be shut off at same time or as work progresses. Services have multiple meters (customers) therefore cutting dead one service may affect a number of end users. Most meters belong to Midtown Properties therefore RG&E does not know the actual end user.

RG&E requests a four (4) month lead time in advance of gas service cut leads to complete necessary engineering, planning, permitting, scheduling, and completion of work.

F. Cable - Time Warner Cable - (Figure 5F)

Time Warner Cable (TWC) provides cable service to various buildings within Midtown Properties. The co-axial cable within the buildings can be terminated. TWC will abandon the conduits in place and the conduits can be removed with the building demolition. TWC indicates there is no known asbestos in their conduits.

TWC has no service to buildings located at the southeast corner of Main Street and South Clinton Avenue.

TWC serves Xerox through conduits and fiber located in the service tunnel and Midtown Garage Level A. The 48 pair fiber serving Xerox will need to be relocated. TWC indicates conceptually a new conduit may be possible from South Clinton Avenue north of Broad Street, running south along South Clinton Avenue to Court Street, then east along Court Street to Chestnut Street and north to reconnect at HSBC Plaza. TWC indicates a budgetary cost to complete this relocation of approximately 1,200 linear feet is \$140K +/- 20% and would take 3 months or more dependent on obtaining permits from the City.

Within the project area, TWC also leases conduits to Verizon for use in running fiber cables. These leased conduits exist within the service tunnel leading to Chase, through Midtown Garage Level A leading to Xerox and through McCurdy's basement and over the roof of the Main Street Skyway Bridge leading to the former Sibley's Building. For each of these conduits, TWC will abandon the conduit in place and Verizon will be responsible to remove and relocate their fiber cables.

G. Telephone - Verizon Business - (Figure 5F)

Verizon Business (Verizon) provides telephone service to various buildings within Midtown Properties and adjacent facilities such as Chase, Xerox and the former Sibley's Building. The armored fiber (96 count single tube) was installed in 1991+/- and is located in conduits leased from Time Warner Cable. The fiber network is part of a ring serving the east side of the City. The ring could be severed but Verizon will need to replace the service to provide redundancy and keep the ring configuration. Due to the building demolition Verizon intends to relocate their facilities whether the Midtown garage remains or is razed.

To replace service to Chase and Xerox, Verizon will run a replacement line starting from Broad Street/Chestnut Street south along Chestnut Street to Court Street, west along Court Street to South Clinton Avenue and north along South Clinton Avenue to Broad Street. Verizon will then cut the fiber cable in the Xerox garage and at the point of tunnel abandonment.

To replace service to the former Sibley's Building Verizon will run a replacement line between #1 East Ave (Bank of America Building) and Verizon's fiber located off of Franklin Street. This will bypass Midtown. Verizon would complete the work required under Main Street by open excavation.

Verizon indicates the budgetary cost for the two combined relocations (approximately 1,900 linear feet) is \$240K+/- and would take 2 months or more dependent on obtaining permits from the City.

H. Domestic & Fire Water Service - Rochester Bureau of Water (Figure 5G)

The City of Rochester, through the Rochester Bureau of Water (RWW), provides drinking water and high pressure fire service (Holly System) to various buildings within Midtown Properties, the City's Midtown garage and the service truck tunnel.

The RWW has no project initiatives with the redevelopment. No new transmission mains are required. Domestic and Holly service can be provided to the new developments. These new mains will be constructed in any new roads developed for the project.

RWW indicates the various domestic services to Midtown can be disconnected and severed. Coordination with the RWW is required to remove water meters. Use of water during construction would also need to be coordinated with the RWW including permits, backflow prevention and temporary meters.

Small garden sprinklers are located along the south side of Main Street to water plants.

Scheduling and sequencing of building and garage demolition work is critical to the timing and removal of the Holly fire protection system. Bypass meters will need to be removed by the RWW to shut down a Holly main.

The Holly system feeds the City's Midtown garage from three locations (South Clinton Avenue/Broad Street; Chestnut Street/Broad Street and Atlas Street). Check valves and 1-inch bypass meters are located in a vault on each Holly service as the main enters the Midtown complex. The fire service mains located after the meters are considered private and maintained by Midtown Properties.

Within the Midtown garage the three fire services mains interconnect. The Holly meter vaults and the 10-inch fire service entering from South Clinton and Chestnut Street are located under the floor of Midtown Garage Level C, outside and directly north of the steam utility tunnel. This 10-inch fire service main directs water to risers serving the garage and Midtown Tower. The 10-inch Holly main entering from Atlas Street serves the sprinklers in the truck tunnel and the Euclid Building. The former 24-inch water main located within the steam utility tunnel has been abandoned.

If the garage remains, the RWW would review the need for more than one Holly service to provide fire protection to the garage only.

I. Street Lighting – City of Rochester (Figure 5H)

The City of Rochester through the Rochester Street Lighting Bureau maintains street lights along Main Street, South Clinton, Euclid Street and the southeast corner of Broad Street/South Clinton Avenue. Light poles along Broad Street east of South Clinton are privately owned by Midtown or Xerox.

During demolition the City owned light poles will be removed for protection. Temporary lighting may be required from the project site for safety. Light poles bases and conduit will need protection from building and garage demolition work at areaways and vaults located under the public sidewalks along Main Street, South Clinton Avenue and Euclid Street.

J. Traffic Controls - Monroe County DOT (Figure 5I)

Within the City of Rochester, the Monroe County Department of Transportation (MCDOT) maintains and operates the traffic control system along City streets. All existing street traffic controls are located outside the perimeter of the project work. If the garage is razed, adjustment to street signal timing may be required with the elimination of the garage exit at Elm Street.

All garage ramp signals are owned and maintained by the City's Midtown Garage.

The traffic signals located within the service truck tunnel are privately owned by Midtown and maintained by the MCDOT. These service tunnel signals are for safety around a blind corner. The signals are isolated (not interconnected) and receive power from RG&E from inside Midtown Properties. MCDOT indicates that if the blind curve within the service truck tunnel is eliminated the signals could be eliminated.

K. Monroe County Fiber Optics

Monroe County has fiber optic lines which run within the RG&E duct bank along the south side of Main Street. All fiber is located outside the building footprint and no services are provided to Midtown Properties. Protect the conduits during demolition of areaways, basements and vaults located under the public sidewalk along Main Street.

L. Midtown Garage - City Lighting (City of Rochester)

The City of Rochester maintains the lighting in the service truck tunnel. Maintaining access to the truck tunnel is necessary for facilities west of South Clinton Avenue. If the alignment of the tunnel is modified, lighting will need to be adjusted. The power source for the service truck tunnel lighting needs to be determined.

M. Midtown Garage – Sprinklers (City of Rochester)

The City of Rochester maintains the sprinkler system in the Midtown garage and along the service truck tunnel. Maintaining access to the truck tunnel is necessary for facilities west of South Clinton Avenue. If the alignment of the tunnel is modified, the sprinkler system will need to be adjusted. The garage sprinklers are a dry system with water backup from the Holly mains. The water source for the service truck tunnel sprinklers is the Holly main from Atlas Street

N. Communication - Fibertech Networks

Fibertech Networks (Fibertech) provides a data communication fiber network along Main Street and Broad Street. The fiber is located within conduits leased from RG&E. Fibertech will need to relocate their facilities if the leased conduits are abandoned by RG&E.

O. Tunnel Security – JP Morgan Chase & Midtown Properties

A service truck tunnel (truck tunnel) is located under Midtown Properties and continues westward to the Convention Center (See Figure 4 – General Plan). The truck tunnel provides for underground deliveries, mail service, maintenance vehicles and some reserved parking for the connected facilities. Access to the truck tunnel must be maintained throughout construction and redevelopment.

Currently ingress and egress to the truck tunnel is from Atlas Street only. Security gates are provided in two locations adjacent to the project site. A City owned access gate is located at Atlas Street and operated by Midtown Properties. JP Morgan Chase operates a second access gate located west of South Clinton Avenue near the Chase property line. Midtown operates security cameras between the entrance gate and second gate while Chase operates security cameras west of the second gate.

The power source for the access gates, security cameras and intercom need to be determined. The location and operator for the Atlas Street or relocated truck tunnel access point need to be determined.

III. POTENTIAL UTILITY RELATED IMPACTS RESULTING FROM DEMOLITION OF MIDTOWN PLAZA AND ASSOCIATED FACILITIES

Demolition and redevelopment of the 8.5 acre site known as Midtown Plaza will have varying potential impacts to both public and private utilities. The potential utility impacts associated with the demolition are summarized below.

A. OPTION A - BUILDING DEMOLITION ONLY

Option A assumes the existing buildings (Midtown Tower, McCurdy's Building, Seneca Building, B. Foreman Building, Euclid Building and Midtown Mall) with their associated basements and sub-basements can be razed while protecting the structural integrity of the City Midtown Garage and Service Truck Tunnel. (This assumption needs to be verified.) Protection of all utilities located within the garage and truck tunnel would be required. The alignment of the truck tunnel would remain unchanged.

Based on the above assumptions the following utilities would be impacted.

A.1. Sanitary & Storm Sewers

- Properly abandon building laterals at street ROWs (Work not by RPWD.)
- Determine condition of private sewer and all laterals in former Cortland St. ROW.

A.2. Steam - Rochester District Heating Cooperative (RDH)

- Shutdown and cap northern 4- and 6-inch steam line. Removal includes asbestos abatement.
- Re-establish northern steam line for backfeed capability and provide redundancy. Actual route for relocation critical to the cost. RDH indicates a cost range from \$50K to \$150K.

A.3. Telephone – (Frontier)

- New Frontier service to Xerox – Frontier confirms complete.
- Terminate and remove Xerox owned cables remaining on Skyway Bridge between Midtown and Xerox. (Work not by Frontier)
- Frontier severs cables servicing Midtown buildings at various locations. Frontier estimates 2 months to complete.

A.4. Electric – (RG&E)

- Scheduling of demolition work is critical. Determine if all power will be shut off at same time or as work progresses. Services have multiple meters (customers); therefore cutting dead one service may affect a number of end users.
- RG&E remove meters at various locations.
- RG&E remove cables, transformers and other equipment located within Midtown service tunnel and garage. Circuits and conduits removed to a "source" manhole located in sidewalks of Main Street and South Clinton Avenue at perimeter of demolition area. RG&E estimates 3-6 months to complete. RG&E would like to start with new equipment.

A.5. Natural Gas - (RG&E)

- Scheduling of demolition work is critical. Determine if all natural gas service will be shut off at same time or as work progresses. Services have multiple meters (customers); therefore cutting dead one service may affect a number of end users.
- RG&E remove meters at various locations.
- RG&E requests 4 month lead time in advance of gas service cut deads to complete work.

A.6. Cable – (Time Warner Cable – TWC)

- Terminate co-axial cable within the buildings back to source and abandon conduits in place. Conduits may be removed with the building demolition.
- TWC will abandon in place conduit leased to Verizon. Verizon responsible to remove and relocate fiber cables.

A.7. Telephone – Verizon Business

- Terminate fiber cable within the buildings and abandon in place. Fiber may be removed with the building demolition.
- Provide approximately 500 linear feet of replacement cable to service former Sibley's Building. Verizon indicates potential route from #1 East Avenue (Bank of America Building) under Main Street to Franklin Street.
- Provide approximately 1,400 linear feet of replacement cable to service Xerox and Chase. Verizon indicates potential route from Broad Street/Chestnut Street to Court Street, to South Clinton Avenue and to South Clinton Avenue/Broad Street.
- Verizon indicates a budgetary cost to install approximately 1,900 linear feet (500 + 1,400) of new system is \$240K +/- and would take 2 months or more.

A.8. Domestic & Fire Water Service

- Sever and disconnect various domestic water services to Midtown. Rochester Water Bureau to remove meters.
- Coordinate use of water during construction with the Rochester Water Bureau including permits, backflow prevention and temporary meters.
- Scheduling and sequencing of building demolition work is critical to maintaining fire protection. Coordinate with Rochester Water Bureau to remove bypass meters in Holly mains.

A.9. City Street Lighting

- Remove City owned light poles for protection. Provide temporary lighting from the project site for safety.
- Protect light poles bases and conduit from building demolition work at areaways and vaults under the public sidewalks.

A.10. Monroe County Fiber Optics

- Protect the conduits during demolition of areaways, basements and vaults under the public sidewalk along Main Street.

A.11. Tunnel Security

- Maintain access to the truck tunnel.
- Provide gate operator for the Atlas Street truck tunnel access point.

B. OPTION B - BUILDING & GARAGE DEMOLITION

Option B assumes that in addition to building demolition completed under Option A above, the City Midtown Garage would be razed, either partially or fully while protecting the structural integrity of the Service Truck Tunnel. (This assumption needs to be verified.) Protection of all utilities located within the truck tunnel would be required. The alignment of the truck tunnel would remain unchanged.

The utility impacts listed for Option A would all apply. Based on the above assumptions the following additional utilities would potentially be impacted.

B.1. Sanitary & Storm Sewers

- Maintain storm water flow along Broad Street that is conveyed by building laterals.

B.2. Steam – Rochester District Heating Cooperative (RDH)

- Removal of existing steam lines will require asbestos abatement.
- Determine if the Midtown Garage Level C floor can be maintained. Protect 12-inch steam line in utility tunnel during demolition.
- Consider relocation of 12-inch steam line through redevelopment area. RDH indicates a budgetary cost of \$500K +/- 30% and approximately 9 months to complete the work.
- Determine location of existing 12-inch steam line relative to new buildings. Consider need for relocation of 12-inch steam line to provide suitable building sites.
- Consider relocation of the 12-inch steam line away from project site. RDH indicates a potential route may be from Broad Street/Chestnut Street to Court Street, to South Clinton Avenue and to South Clinton Avenue/Broad Street. RDH indicates a budgetary cost of \$750K +/- 30% and approximately 9 months or more to complete work.

B.3. Telephone – (Frontier)

- Removal of existing 9-way transite conduit will require asbestos abatement.
- Determine if the Midtown Garage Level C floor can be maintained. Protect 9-way conduits during demolition.
- Consider installation of a secondary duct system (primary system remains active) through redevelopment area. Frontier indicates a budgetary cost of \$75K+. Time to complete this work needs to be determined.
- Determine location of existing 9-way conduit relative to new buildings. Consider need for relocation of 9-way conduit to provide suitable building sites.
- Consider relocation of the 9-way conduit away from project site. Frontier has not indicated any potential routes but has indicated a budgetary cost of \$500K + and approximately 10 months or more to complete work.

B.4. Electric – (RG&E)

- Relocate circuit 569 in Vault 5 located on Midtown Parking Level A along Broad Street. Circuit feeds Bausch & Lomb and a building on the southwest corner of Main Street and South Clinton Avenue.
- RG&E indicates potential relocation route for circuit 569 may exist through existing conduits along Main Street generally from East Avenue to South Clinton Avenue. RG&E estimates approximately 700 linear feet, taking 1-2 months to complete.
- RG&E severs and abandons leased conduits along Broad Street to Fibertech Communications. Fibertech responsible to relocate their fiber cables.

B.5. Cable – (Time Warner Cable – TWC)

- Relocate service to Xerox through service truck tunnel and garage. TWC indicates a potential route may be from Broad Street/Chestnut Street to Court Street, to South Clinton Avenue and to South Clinton Avenue/Broad Street. TWC indicates a budgetary cost to install approximately 1,200 linear feet of new system is \$140K +/- 20% and would take 3 months or more dependent on obtaining permits from the City.

B.6. Domestic & Fire Water Service

- Scheduling and sequencing of garage demolition work is critical to maintaining fire protection. Coordinate with Rochester Water Bureau to remove bypass meters in Holly mains.

B.7. City Street Lighting

- For protection, remove City owned light poles at skyway connection building along Broad Street. Provide temporary lighting from the project site for safety.

B.8. Communication - Fibertech Networks

- Relocate fiber facilities within RG&E conduits abandoned along Broad Street.

C. OPTION C – BUILDING, GARAGE DEMOLITION AND SERVICE TUNNEL REALIGNMENT

Option C assumes that in addition to building and garage demolition completed under Options A and B above, the Service Truck Tunnel will be partially razed and realigned. Access to the truck tunnel needs to be maintained throughout demolition and redevelopment to service the facilities west of South Clinton Avenue such as Chase, Hyatt Regency and the Civic Center.

The utility impacts listed for Option A and B would all apply. Based on the above assumptions the following additional utilities would potentially be impacted.

C.1. Sanitary & Storm Sewers

- Determine if need or desire to maintain the private sewer under the service truck tunnel for reuse by new buildings in redevelopment area or realigned truck tunnel. If sewer maintained for use, re-establish sewer as a public sewer within the RPWD system.
- If sewer is not reused, abandon in place and fill with flowable fill.

C.2. Traffic Controls

- Traffic signals within the service truck tunnel are privately owned by Midtown and maintained by the MCDOT. If the service truck tunnel blind curve is eliminated the signals can be eliminated.

C.3. Midtown Garage - City Lighting

- Provide modified lighting configuration to realigned truck tunnel.

C.4. Midtown Garage - Sprinklers

- Provide modified sprinkler configuration to realigned truck tunnel.

C.5. Tunnel Security

- Protect access gate at Chase entrance.
- Provide modified security camera configuration to realigned truck tunnel.
- Provide new access point and security gate.

Y:\Rochester, City\208149 Midtown\Clerical\Word\Rpt\2008 07-14 Civil Utility Report\2008 07-14 Utility Report Midtown area Utilities.doc

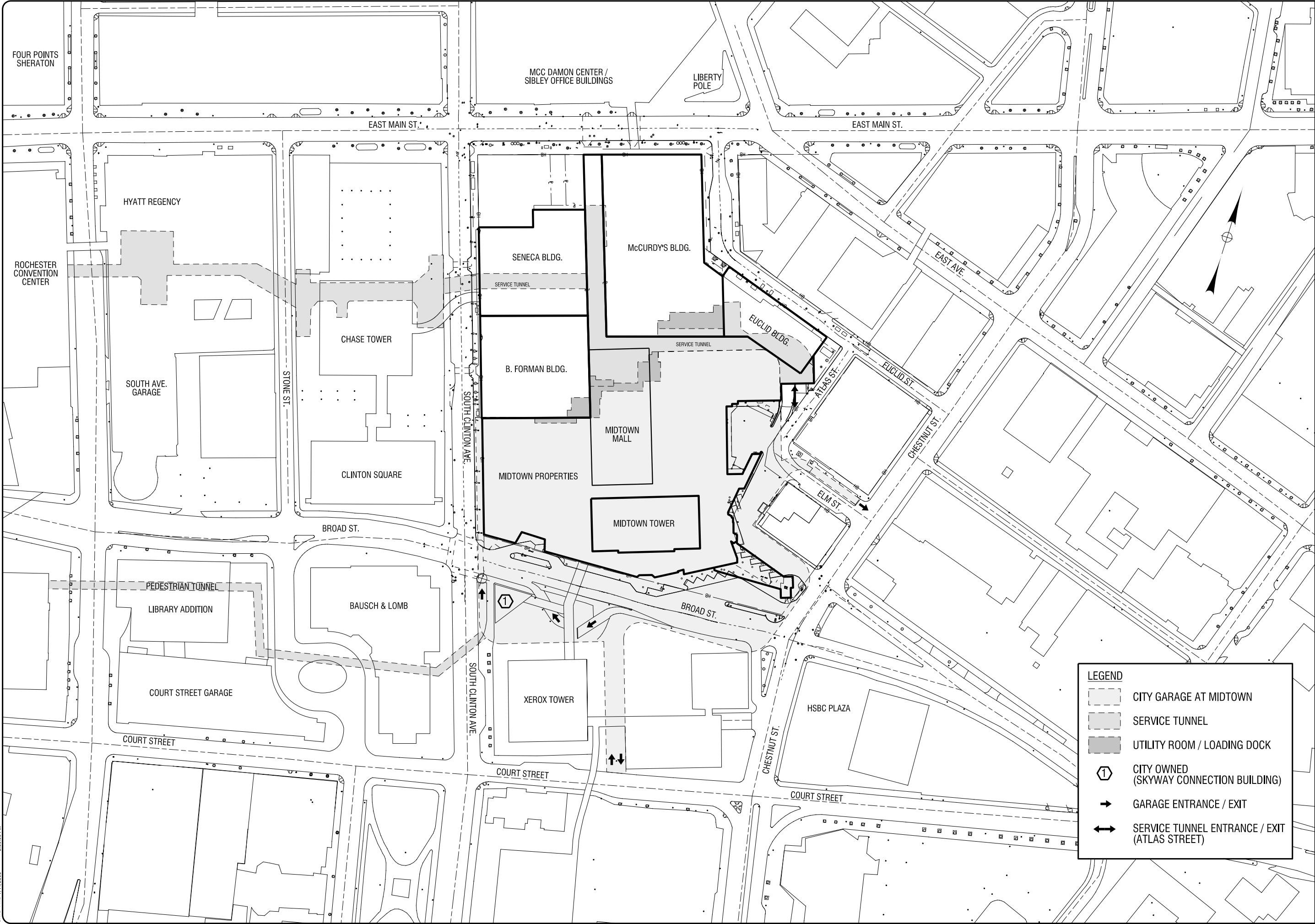
ATTACHMENT A

UTILITY FIGURES

Figure 4	General Plan
Figure 5A	Rochester Pure Waters District (Combined Sewer)
Figure 5B	Rochester Heating District Co-Op (Steam)
Figure 5C	Frontier Communications (Telephone)
Figure 5D	RG&E (Electric)
Figure 5E	RG&E (Gas)
Figure 5F	Time Warner Cable & Verizon (CATV/Telephone)
Figure 5G	Rochester Water Bureau (Domestic & Holly Water)
Figure 5H	City Lighting (Electric)
Figure 5I	MCDOT (Traffic Control)

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PLOT DNR: C:\p1-xm-h\p1.dgn
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FILE PATH: Y:\Rochester_City\208149 Midtown Civil\Usatlon\Figures\Figure 04 GENERAL PLAN 00-16.dgn
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LEGEND

CITY GARAGE AT MIDTOWN

SERVICE TUNNEL

UTILITY ROOM / LOADING DOCK

1

CITY OWNED
(SKYWAY CONNECTION BUILDING)

➔

GARAGE ENTRANCE / EXIT

↕

SERVICE TUNNEL ENTRANCE / EXIT
(ATLAS STREET)

PROJECT/CLIENT

UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE

GENERAL PLAN

ISSUED FOR
UTILITY REPORT

SCALE: 1" = 160'

DESIGNED BY: MHB

DRAWN BY: MHB

DATE: JULY 14, 2008

REVIEWED BY: KMG

PROJECT/DRAWING NUMBER

208149

FIG. 4

NO.

REVISION

BY

DATE

It is a violation of New York Education Law Article 145, Sec. 2009, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to place on any item in any way, if on item bearing the seal of an architect, professional engineer, or land surveyor, any statement, signature, or initials, or any other mark, or to place or affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

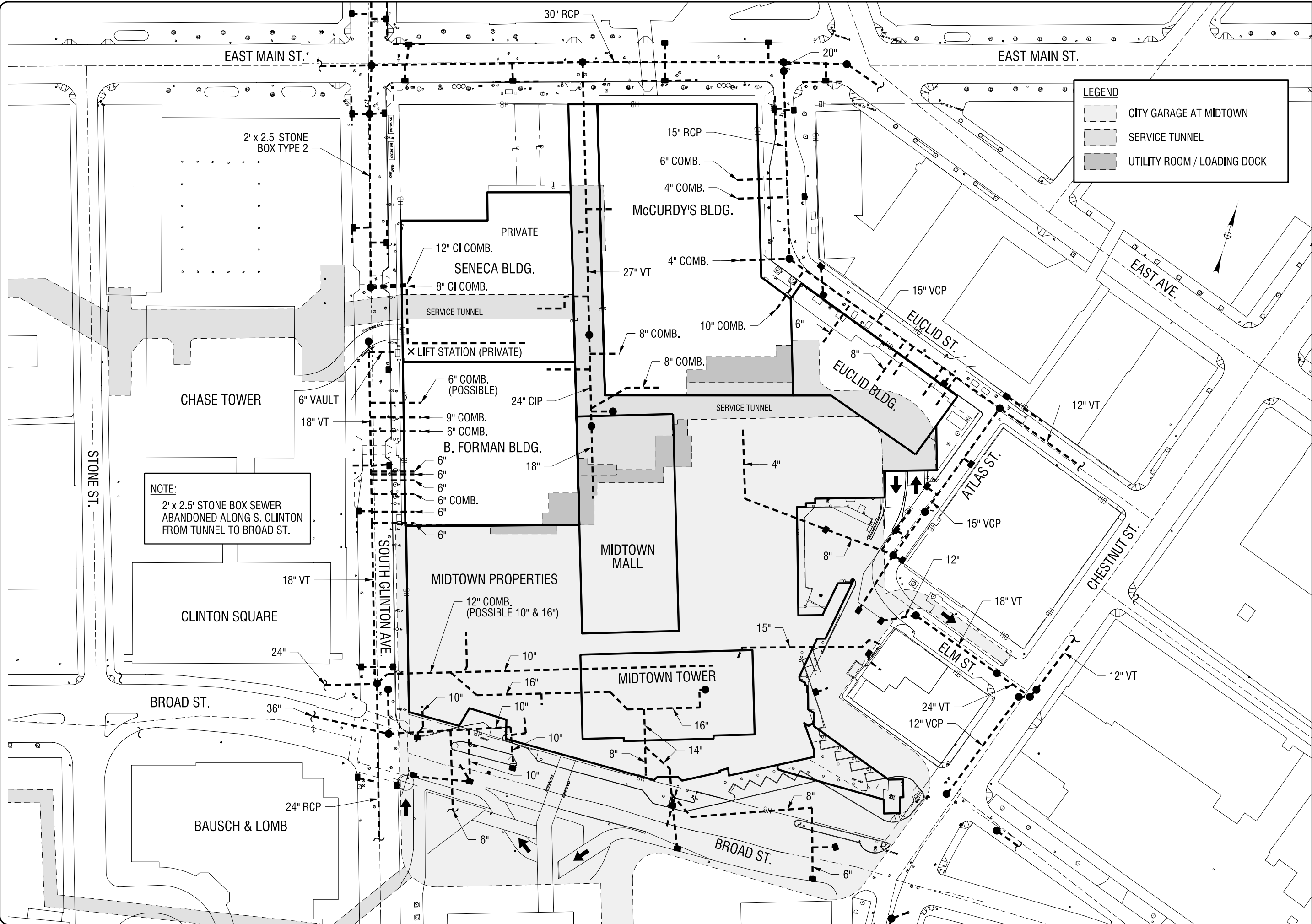
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MODEL: Default
FILE PATH: Y:\Rochester_City\208149 Midtown Civil\Location\Figures\Figure 5A.RPW, 2008-03-18.dgn
DATE: TIME 7:11:2008 4:15:24 PM



NO.	REVISION	BY	DATE

I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am the author of the design and content of this drawing, and that I am a duly Licensed Professional Engineer in the State of New York, License No. 14614, and that I am not providing this drawing to any other person or entity for their use without my written consent. I am not providing this drawing to any other person or entity for their use without my written consent. I am not providing this drawing to any other person or entity for their use without my written consent.

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PROJECT/CLIENT

UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE

ROCHESTER PURE WATERS
DISTRICT (COMB. SEWER)

ISSUED FOR

UTILITY REPORT

SCALE: 1" = 100'

DESIGNED BY: MHB

DRAWN BY: MHB

DATE: JULY 14, 2008

REVIEWED BY: KMG

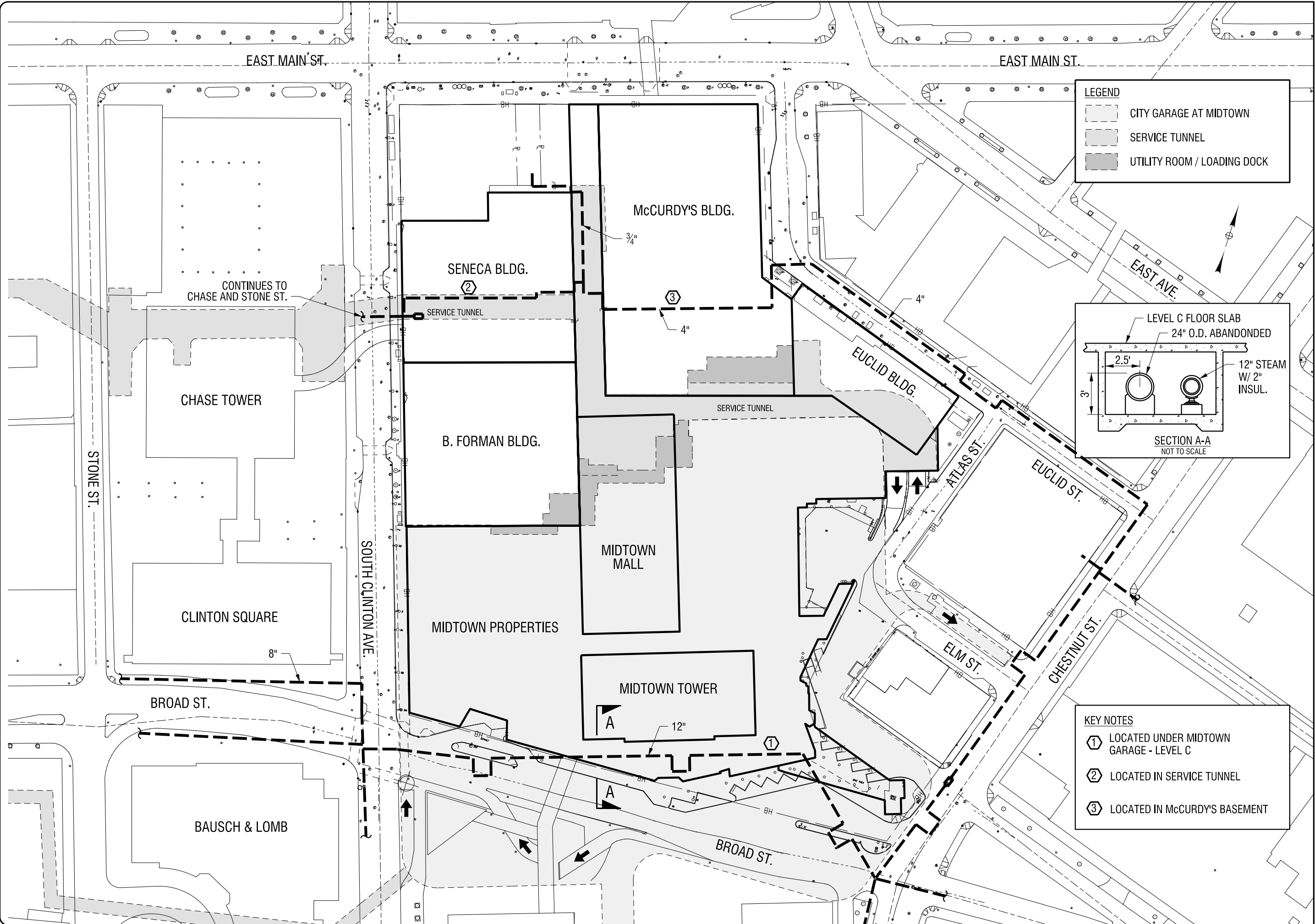
PROJECT/DRAWING NUMBER

208149

FIG. 5A

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DATE: 7/11/2008 4:17:15 PM



LEGEND

- CITY GARAGE AT MIDTOWN
- SERVICE TUNNEL
- UTILITY ROOM / LOADING DOCK

SECTION A-A
NOT TO SCALE

LEVEL C FLOOR SLAB
24" O.D. ABANDONED
12" STEAM W/ 2" INSUL.
2.5'
3'

KEY NOTES

- ① LOCATED UNDER MIDTOWN GARAGE - LEVEL C
- ② LOCATED IN SERVICE TUNNEL
- ③ LOCATED IN McCURDY'S BASEMENT

NO.	REVISION	BY	DATE

I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am the author of the design and content of this drawing, and that I am a duly Licensed Professional Engineer in the State of New York, License No. 14614, and that I am not providing any services to the City of Rochester, New York, which would constitute a conflict of interest, and that I am not providing any services to the City of Rochester, New York, which would constitute a conflict of interest, and that I am not providing any services to the City of Rochester, New York, which would constitute a conflict of interest.

UTILITY REPORT FOR CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN / SEQR ASSISTANCE

ROCHESTER, NEW YORK

PROJECT CLIENT

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ROCHESTER DISTRICT HEATING CO-OP (STEAM)

ISSUED FOR: **UTILITY REPORT**

SCALE: 1" = 100'

DESIGNED BY: MHB
DRAWN BY: MHB
REVIEWED BY: MHB
DATE: JULY 14, 2008

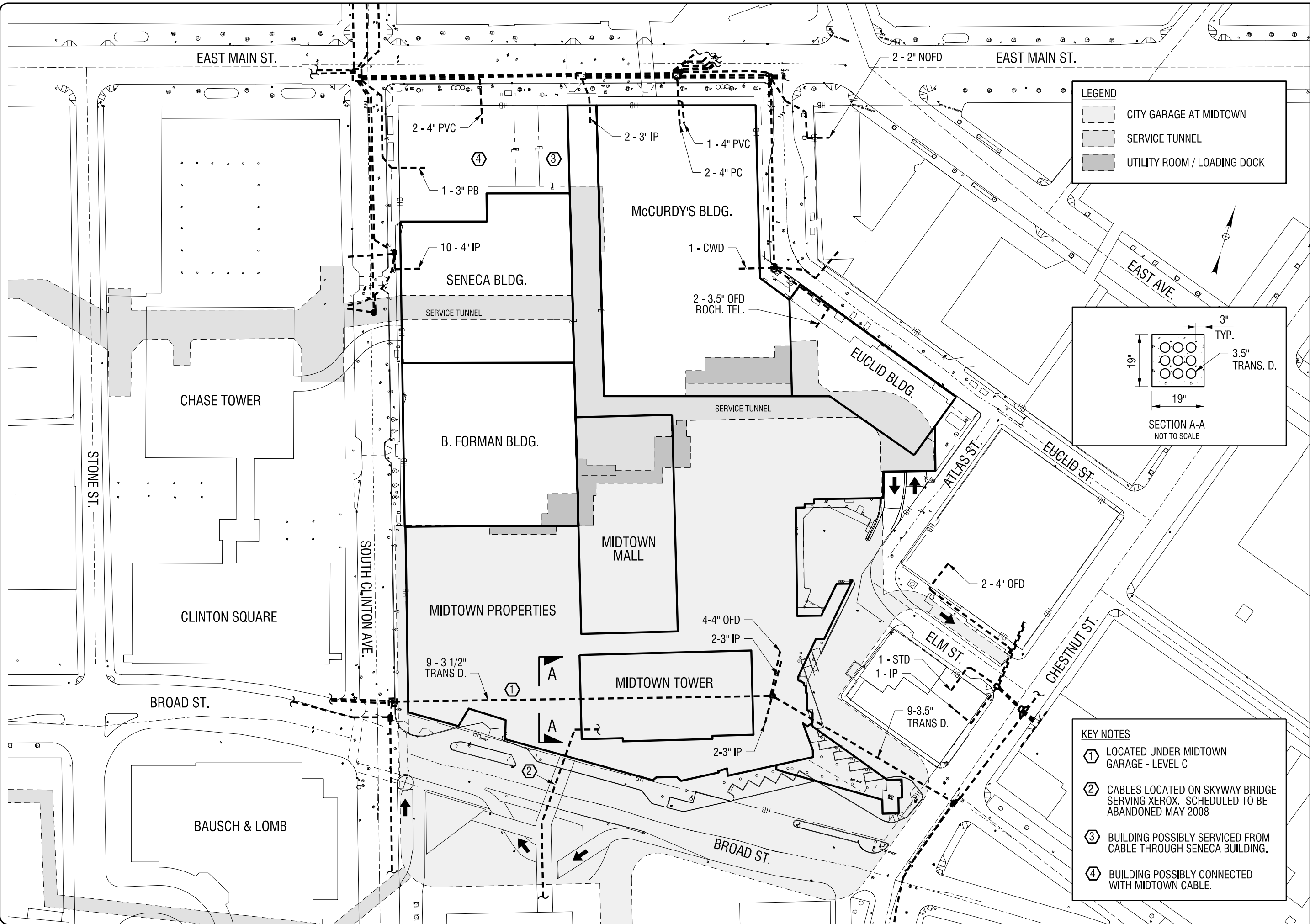
PROJECT/DRAWING NUMBER

208149

FIG. 5B

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PLOTDRW C:\p1-xm-hd\p1\fig
MODEL: Default
FILE PATH: Y:\Rochester_City\2008\149 Midtown Civil\Utility\Figures\FIGURE 5C FRONTIER.2008 03-18.dgn
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LEGEND

- CITY GARAGE AT MIDTOWN
- SERVICE TUNNEL
- UTILITY ROOM / LOADING DOCK

SECTION A-A
NOT TO SCALE

19" x 19" grid with 3.5" TRANS. D. circles. 3" TYP. spacing.

KEY NOTES

- 1 LOCATED UNDER MIDTOWN GARAGE - LEVEL C
- 2 CABLES LOCATED ON SKYWAY BRIDGE SERVING XEROX. SCHEDULED TO BE ABANDONED MAY 2008
- 3 BUILDING POSSIBLY SERVICED FROM CABLE THROUGH SENECA BUILDING.
- 4 BUILDING POSSIBLY CONNECTED WITH MIDTOWN CABLE.

NO.	REVISION	BY	DATE

PROJECT CLIENT
UTILITY REPORT FOR CITY OF ROCHESTER
MIDTOWN REDEVELOPMENT PLAN / SEQR ASSISTANCE
ROCHESTER, NEW YORK

FRONTIER COMMUNICATIONS (TELEPHONE)
ISSUED FOR: UTILITY REPORT
DESIGNED BY: MHB
DRAWN BY: MHB
DATE: JULY 14, 2008
REVIEWED BY: KMG

SCALE: 1" = 100'

PROJECT/DRAWING NUMBER: 208149

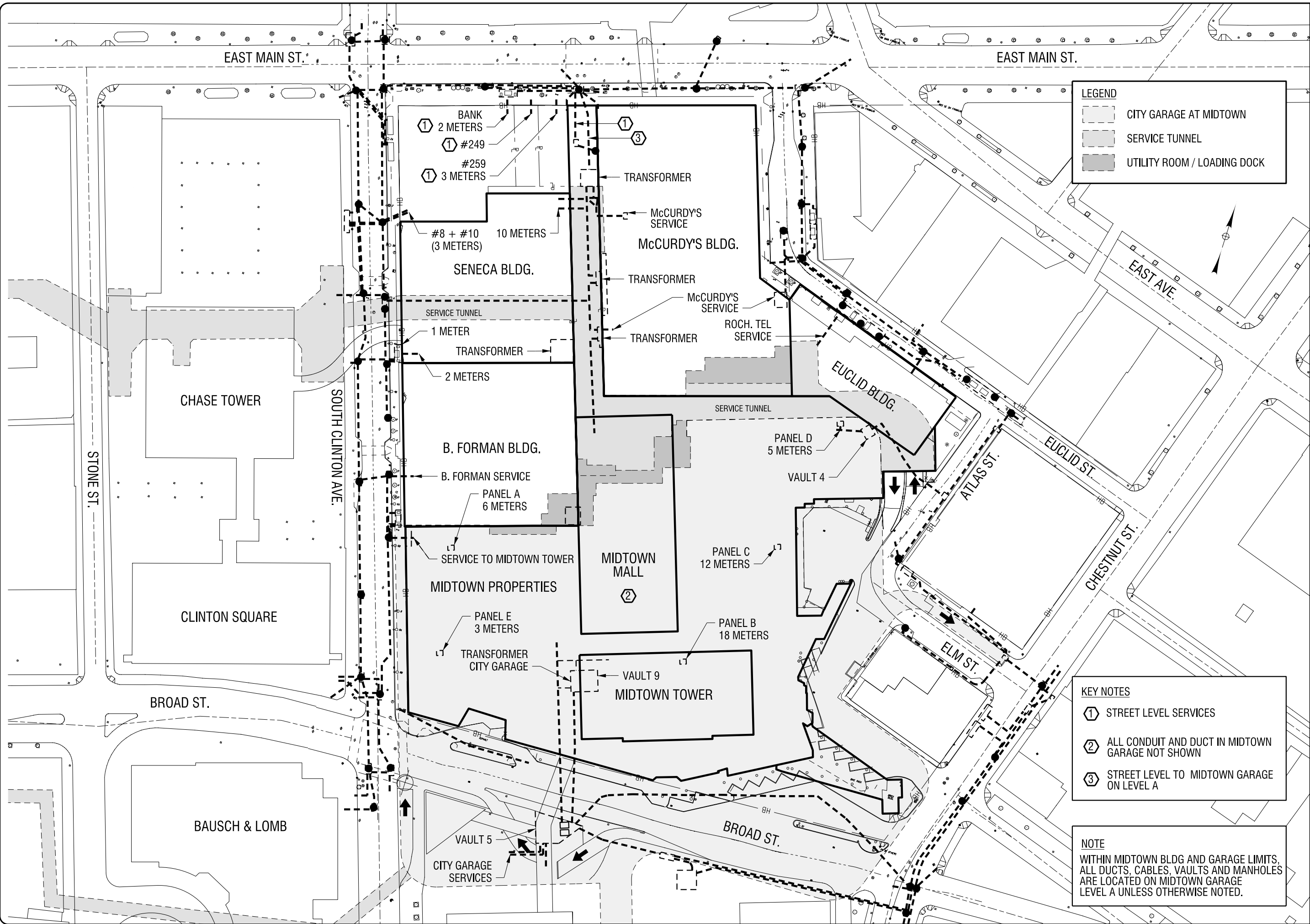
FIG. 5C

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I, the undersigned, being a duly qualified Professional Engineer in the State of New York, do hereby certify that I am the author of the design and content of this drawing, and that I am a duly Licensed Professional Engineer in the State of New York, License No. 145, Exp. 12/31/2009. For my signature, to appear on this drawing, I have hereunto set my hand and seal of office, this 14th day of July, 2008.

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FILE PATH: Y:\Rochester_City\2008\49 Midtown Civil\Location\Figures\Figure 5D RGE ELECTRIC\2008 03-18.dgn
DATE: TIME 7/11/2008 2:42:20 PM



NO.	REVISION	BY	DATE

I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that I am the author of the design and calculation of the above described project, and that I am a duly Licensed Professional Engineer in the State of New York, and that I am duly qualified to perform the services herein described, and that I am duly qualified to perform the services herein described, and that I am duly qualified to perform the services herein described.

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UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE
**RG & E
(ELECTRIC)**

ISSUED FOR
UTILITY REPORT

SCALE: 1" = 100'

DESIGNED BY: MHB

DRAWN BY: MHB

DATE: JULY 14, 2008

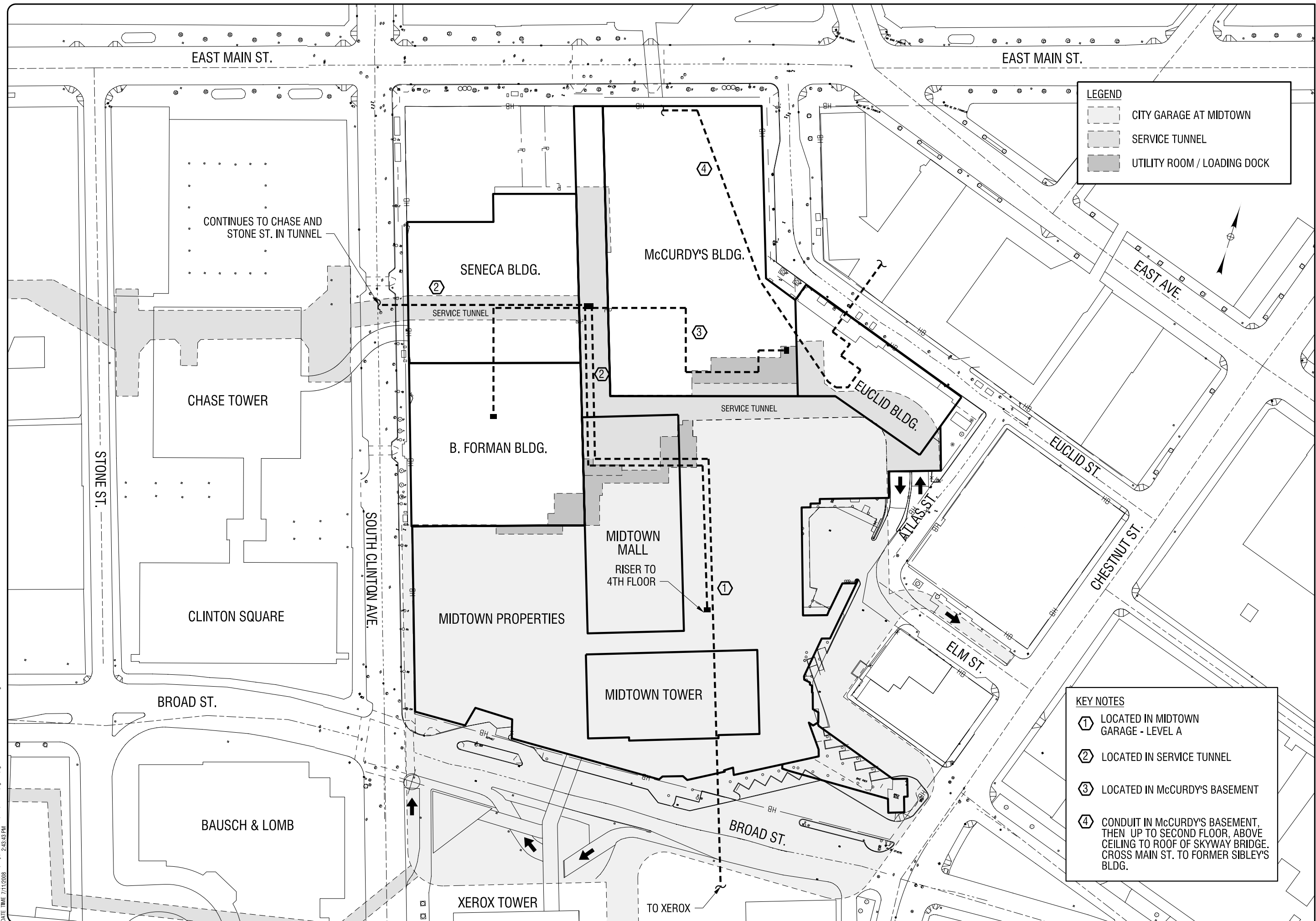
REVIEWED BY: KMG

PROJECT/DRAWING NUMBER
208149

FIG. 5D

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[illegible]

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PROJECT CLIENT

UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE	
TIME WARNER CABLE & VERIZON (CATV/TELEPHONE)	
ISSUED FOR	SCALE: 1" = 100'
UTILITY REPORT	
DRAWN BY:	MHB
DESIGNED BY:	---
REVIEWED BY:	---
DATE:	JULY 14, 2008

PROJECT/DRAWING NUMBER

208149

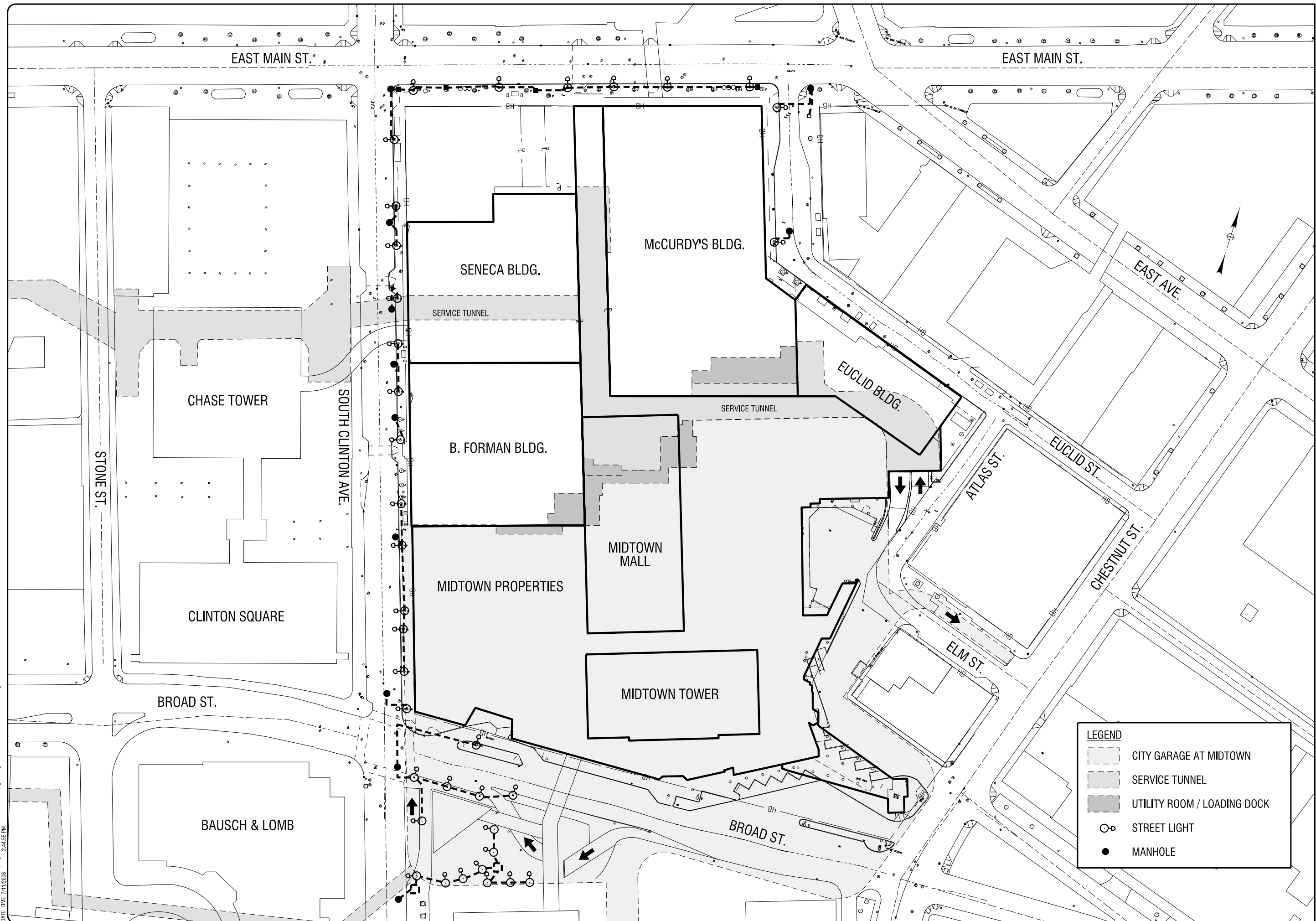
FIG. 5F

It is a violation of New York Education Law Article 145 Sec. 7209, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way, if an item bearing the seal of an architect, professional engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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I, ____ Secretary of the New York Chapter, New Article 140, Sec. 72(2)(b), for any purpose, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to deliver on item in any way, if an item bearing the seal of an architect, professional engineer, or land surveyor is attached to the item, the seal and signature of the architect, engineer or land surveyor shall affix to the item their seal and notation, signed by followed by their signature and date of such notation, and a specific description of the notation.

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PROJECT CLIENT

UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE	
CITY LIGHTING (ELECTRIC)	
ISSUED FOR	
UTILITY REPORT	
SCALE:	1" = 100'
DESIGNED BY:	---
DRAWN BY:	MHB
REVIEWED BY:	KMG
DATE:	JULY 14, 2008

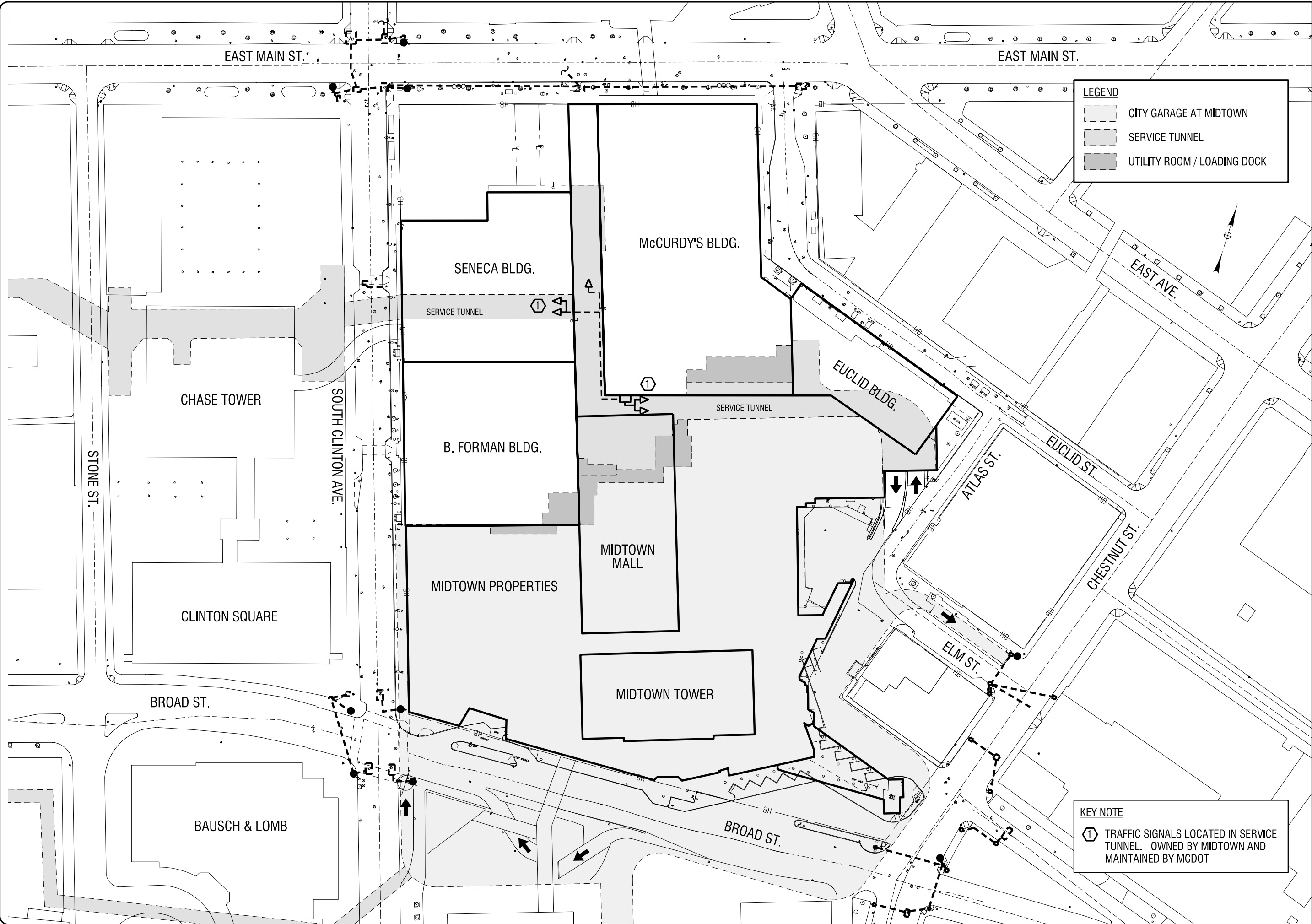
PROJECT/DRAWING NUMBER

208149

FIG. 5H

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DATE: TIME 7/11/2008 2:45:59 PM



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UTILITY REPORT
FOR
CITY OF ROCHESTER

MIDTOWN REDEVELOPMENT PLAN /
SEQR ASSISTANCE
ROCHESTER, NEW YORK

DRAWING TITLE
**MCDOT
(TRAFFIC CONTROL)**

ISSUED FOR
UTILITY REPORT

SCALE:
1" = 100'

DESIGNED BY:
MHB

DRAWN BY:
MHB

REVIEWED BY:
KMG

DATE:
JULY 14, 2008

PROJECT/DRAWING NUMBER
208149

FIG. 51

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ATTACHMENT B

**EASEMENT DATA FOR ROCHESTER DISTRICT
HEATING CO-OPERATIVE**

JAN 1987

At a Special Term of the
Supreme Court, held in and
for the State of New York,
County of Monroe at the Hall
of Justice on the 18th day of
December, 1986.

PRESENT: HON. ANDREW V. SIRACUSE
Justice of the Supreme Court

STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

In the Matter of the Application of the
CITY OF ROCHESTER,

Petitioner-Condemnor,

To Acquire Easements in Real Property
in the City of Rochester, County of
Monroe and State of New York, for public
use and public purpose; to wit, permanent
easements for In-Place Steam Distribution
Conduit from Condemnees listed herein.

MONROE COUNTY
CLERKS OFFICE
ORDER

86 DEC 19 AM 3:25

Index No. 14370/86

Upon reading and filing the Notice of Petition and supporting papers
of the above-mentioned Condemnor in the above entitled proceeding, and after
having heard Gary J. O'Donnell, Esq., in support thereof on the 18th day of
December, 1986, at a Special Term of this Court, and Eugene T. LaBue, Esq.,
appearing on behalf of the Condemnee, County of Monroe; John J. Diehl, Esq.,
appearing on behalf of Condemnee, Rochester Gas and Electric Corporation, John
B. Hood, Esq., appearing on behalf of Condemnee, Lawyers Cooperative; Robert
Abrams, Attorney General, appearing on behalf of Condemnee, New York State Tax
Commission; John Loftus, Esq., appearing on behalf of Condemnee,
Comida/Cascade Association; Douglas Ulrich, Esq., appearing on behalf of
Condemnee, Max Farash; and Richard Levin, Esq., appearing on behalf of
Condemnee, Jack G. Lubelle; and

No opposition being interposed by the Condemnees except for the Answer with Affirmative Defenses on behalf of Condemnee, Jack G. Lubelle, and after hearing Richard S. Levin, Esq., in opposition to the Petition, and

It appearing to the satisfaction of the Court that the Condemnor is entitled to the relief demanded in the Petition, it is hereby ORDERED:

1. The Petition of the Condemnor is hereby granted and the affirmative defenses of Condemnee, Jack G. Lubelle are dismissed.

2. The Condemnor shall file this Order, together with the Acquisition Map in the Office of the Clerk of the County of Monroe.

3. Upon the filing of this Order and the Acquisition Map, permanent easements for the in-place steam distribution lines and service laterals, including, without limitation, any and all conduits, pipes, valves, casings, manholes and other facilities and equipment comprising these lines (all of which, whether or not specifically enumerated, are hereinafter referred to as the "steam distribution lines") in their present locations, shall vest in the Condemnor. The easements shall be in, over, under, and through the subject premises described in the Acquisition Map, except premises owned in fee by Condemnee Rochester Gas and Electric Corporation, and coterminous with the area occupied by the steam distribution lines plus an area measuring two and one-half feet on each side of the center of the steam distribution lines, together with the right to enter above or below the steam distribution lines, as and when needed, for access for the purpose of operating, maintaining, reconstructing, repairing, replacing and/or removing said steam distribution lines.

In the event that the location of the steam distribution lines as shown on the Acquisition Map are inconsistent with the actual in-place physical location of those lines, the actual in-place physical location shall prevail as the location of the permanent easement.

4. With respect to Condemnee Rochester Gas and Electric Corporation, this Order shall simultaneously extinguish any and all easements, licenses, or other incorporeal hereditaments, together with all rights, benefits, obligations and burdens thereunder, previously obtained by Rochester Gas and Electric Corporation in the condemned premises for steam purposes and held by Rochester Gas and Electric Corporation on December 19, 1985. Provided, however, that no part of this Order shall affect or include: (1) any and all parcels of land owned in fee by Rochester Gas and Electric Corporation; (2) so much of any and all easements, licenses and incorporeal hereditaments as are applicable to steam lines and mains retained by Rochester Gas and Electric Corporation; and (3) any and all rights of Rochester Gas and Electric Corporation used or usable by it to provide gas, electric or street lighting services.

5. The Condemnees herein covenant that each of said Condemnees is the owner in fee of the subject premises and has the right to grant this easement and that the subject premises are free and clear of all liens and encumbrances.

6. The Condemnor covenants that it will forever indemnify, protect and save the Condemnees harmless from and against any liability or damages which shall be incurred or suffered by the owner by reason of damage or injury to the Condemnees' property, or damage or injury to others resulting from any defective condition of said steam distribution lines or from any negligent acts or omissions on the part of the Condemnor, its agents, servants, employees or contractors in the operation, maintenance, repair, replacement and/or removal of said steam distribution lines.

7. Said easement shall not interfere with the Condemnees' right to full use of the premises surrounding the easement.

8. If a Condemnee shall at any time elect to remove or demolish any building located on said premises or to construct independent structures or to make building changes or additions which shall necessitate a relocation of said steam distribution lines, a new location, satisfactory to both the Condemnor and Condemnee, shall be selected, and said steam distribution lines shall be removed to such new location with all reasonable speed at the expense of the Condemnor. The rights and privileges herein granted shall thereupon apply to such new location with the same force and effect and as though such new location had been fixed at the time of the execution hereof. Thereafter, further relocation of said steam distribution lines shall be made on the same terms and conditions.

9. All rights, covenants and agreements herein contained shall inure to the benefit of and bind the successors and assigns of the Condemnor and the Condemnees.

10. A Condemnee shall, within one (1) year from the vesting of the easement in the Condemnor, file a written claim with the Monroe County Clerk and serve a copy of same upon the City of Rochester Corporation Counsel pursuant to the Eminent Domain Procedure Law, Sections 503 and 504.

11. The Condemnees have elected to accept the Condemnor's offer as an advance payment without prejudice of the right to claim additional compensation; however, failure of a Condemnee to file a claim within the one (1) year period set forth above shall be deemed an acceptance of the payment as full settlement of that Condemnee's claim.

12. Should the Condemnor determine that there exists an encumbrance and/or lien on the title of the subject premises, Condemnor unless otherwise

agreed, shall deposit the full amount of the advance payment with the Clerk of the Supreme Court; this deposit shall be placed by the Clerk in an interest bearing account until payment of such sum, including accumulated interest, is directed to be made by the Court on application of any person claiming an interest in the amount deposited.

DATED: *December 19, 1986*
Rochester, New York



Justice of the Supreme Court

- ANDREW V. SIRACUSE

*Approved as to form
12-18-86
Richard A. Levin*

*Approved as to form
John J. [illegible]
12-19-86*

MONROE COUNTY CLERK'S OFFICE
County Clerk's Recording Page

Return To:

BOX 36

Index DEEDS

Book 09363 Page 0690

No. Pages 0005

Instrument ASGT OF EASEMNT

Date : 9/18/2000

Time : 10:06:00

Control # 200009180161

ROCHESTER CITY OF

ROCHESTER DISTRICT HEATING COO
PERATIVE

TT# TT 0000 003395

Employee ID KD

MORTGAGE TAX

FILE FEE S	\$	4.75	MORTGAGE AMOUNT	\$.00
FILE FEE C	\$	10.25	BASIC MORTGAGE TAX	\$.00
REC FEE	\$	15.00	SPEC ADDIT MTG TAX	\$.00
	\$.00	ADDITIONAL MTG TAX	\$.00
TRANS TAX	\$.00	Total	\$.00
	\$.00			
	\$.00			
	\$.00			
	\$.00			
Total:	\$	30.00			

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.

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

Maggie Brooks, County Clerk



093630690

ASSIGNMENT OF EASEMENT

AGREEMENT made this 17th day of August, 2000 by and between, **CITY OF ROCHESTER**, a municipal corporation with an office at 30 Church Street, Rochester, New York 14614 ("Assignor") and **ROCHESTER DISTRICT HEATING COOPERATIVE**, a nonprofit corporation with an office at 415 Euclid Building, Midtown Plaza, Rochester, New York 14604 ("Assignee"),

WITNESSETH:

WHEREAS, Assignor through a New York State Supreme Court Order Index No 14370/86 dated December 19, 1986 and filed in the Monroe County Clerk's office December 19, 1986 obtained a permanent easement for the in-place steam distribution lines and service laterals, including without limitation any and all conduits, pipes, valves, casings, manholes and other facilities and equipment comprising the lines, all of which, whether or not specifically enumerated, are hereinafter referred to as the "steam distribution lines ("Easement"), and

Buy
36 Dec

WHEREAS, Assignor is desirous of assigning to Assignee, all its right under the Easement to a portion of the steam distribution lines, including but not limited to three (3) expansion loops and two (2) utility vaults all as shown on the attached Exhibit A (the "Tunnel"), and

WHEREAS, Assignee is desirous of accepting the assignment of Assignor's rights under the Easement to the Tunnel,

WHEREAS, Assignor and Assignee entered into an Agreement dated September 29, 1993 regarding the repair and replacement of the steam distribution lines,

WHEREAS, Assignor and Assignee agreed by Agreement dated October 1999 that the Assignor abandoned its interest in the Easement

MONROE COUNTY CLERK
2000 SEP 18 A 10:06

NOW, THEREFORE, it is mutually agreed as follows

1 That in consideration of \$1 00 and other good and valuable consideration, the Assignor hereby assigns to Assignee its interest under the Easement to the Tunnel, and

2 Assignee, from and after the commencement of this easement, will indemnify, defend, and hold Assignor harmless against any and all claims, suits, damages or causes of action for damages arising during the term of this easement, and against any order or decree or judgment which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss

of life sustained in, on, beneath or adjacent to the easement area during the term hereof resulting from the exercise of the rights granted to Assignee herein, by any person or persons whatever, except to the extent that the foregoing results from the fraud, willful misconduct, or an intentional or negligent act or omission of Assignor. The foregoing indemnities shall apply irrespective of the application of any rule of comparative or apportioned liability.

3 Assignee agrees to accept any and all responsibilities and obligations of Assignor under the Easement as those responsibilities and obligations related to the Tunnel.

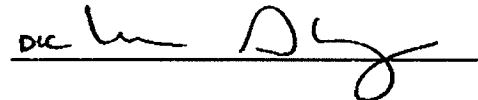
4 Assignee shall be responsible, at its own cost, for all future repairs, maintenance and/or replacements, including but not limited to engineering costs, associated with the Tunnel.

5 Assignor shall not be liable for any costs, including but not limited to costs for maintenance, repairs and/or replacement, including but not limited to engineering costs, associated with the Tunnel.

6 Assignor quit claims to Assignee, its interest in any personal property located in the Tunnel.

WHEREFORE, this Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

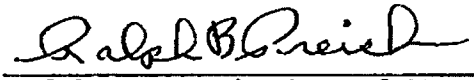
ASSIGNOR



Agreed and Accepted

ASSIGNEE

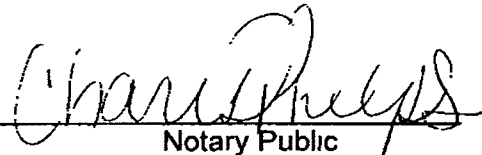
ROCHESTER DISTRICT
HEATING COOPERATIVE, INC.

By: 

Ralph B. Preish, General Manager

STATE OF NEW YORK)
COUNTY OF MONROE) SS

On the 17th day of August, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared **LINDA S. KINGSLEY**, 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

CHARIS C. PHELPS
Notary Public, State of New York

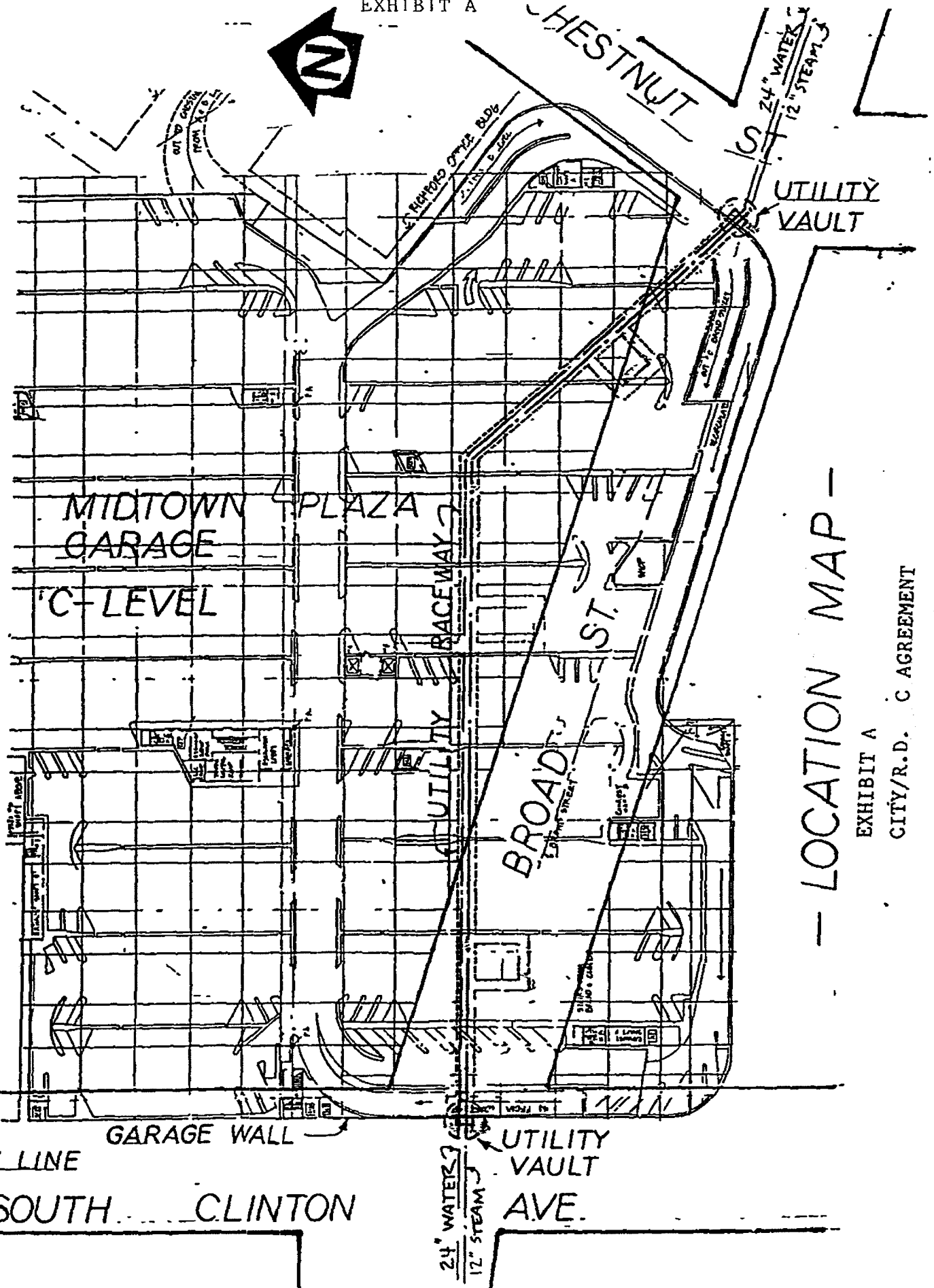
Qualified in Monroe County
Commission Expires 9/27/2001

STATE OF NEW YORK)
COUNTY OF MONROE) SS

On the 17th day of August, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph B. Preish, 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/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

MICHAEL A. HOWARD
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires: March 30, 2002



— LOCATION MAP —

EXHIBIT A
CITY/R.D. C AGREEMENT

ATTACHMENT C

FIGURE 6 - OVERALL UTILITY PLAN

