

**MASTER ROAD DEDICATION AND LAND TRANSFER AGREEMENT
XEROX CAMPUS, WEBSTER NY**

VILLAGE AND TOWN OF WEBSTER

THIS MASTER ROAD DEDICATION AND LAND TRANSFER AGREEMENT (the “Agreement”) is executed [•], 2024 (the “Effective Date”) by and between the VILLAGE OF WEBSTER, a New York municipal corporation (the “Village”), the TOWN OF WEBSTER, a New York municipal corporation (the “Town”) and XEROX CORPORATION, a New York corporation (“Xerox”, and together with the Village and Town, the “Parties”, and each a “Party”) sets forth the intent and agreement of the Parties regarding the dedication of certain private roads to the Village and transfer of certain private property now owned by Xerox to the Town and the Village upon the terms and the fulfillment of certain conditions set forth in this Agreement.

WITNESSETH:

WHEREAS, Xerox currently owns one or more parcels of real property in the Village of Webster (the “Xerox Campus”) across which certain private roads exist known as Panama Road, Orchard Street, and Mitcheldean Drive; and

WHEREAS, the Xerox Campus also includes one or more parcels of real property in the Town of Webster situated between public roads known as Salt Road and Boulter Industrial Parkway over which a roadway referred to as Boulter Industrial Parkway Extension has been proposed; and

WHEREAS, the Village, in conjunction with the Town and Xerox, has created a master plan known as “The Reimagine Webster Initiative” covering a portion of the Village, including, but not limited to, a portion of the Xerox Campus. The Webster Economic Development Alliance, in conjunction with the Town, Village, and Xerox, has created a redevelopment vision known as the “Economic Access Project”. The Reimagine Webster Initiative and the Economic Access Project, are together hereinafter referred to as the “Plan”; and

WHEREAS, the Plan proposes an area-wide revitalization effort inclusive of land redevelopment activities and multi-modal transportation system improvements that include dedication of certain private roads (Mitcheldean Drive, Panama Road, and Orchard Street) to the Village, and transfer of land to the Town to enable the creation of Boulter Industrial Parkway Extension, each as shown on the diagram [s](#) attached hereto as Exhibit A (the “Proposed Dedications and Land Transfer”); and

WHEREAS, the Village has received certain Federal Fiscal Year 2024 Webster Community Project Funds (the “2024 Community Project Funds”) to perform certain improvements to Panama Road and Orchard Street post dedication, and, upon the fulfillment of certain conditions set forth in this Agreement, Xerox wishes to dedicate to the Village, and the Village wishes to accept, Panama Road and Orchard Street, each in their current position and condition as further depicted as “Transportation Improvement Project (a)” on Exhibit A (the

“Panama/Orchard Dedications”), so as to facilitate the Proposed Dedications and Land Transfer and the Plan; and

WHEREAS, the Town and the Village are pursuing other funding to effectuate the Plan that includes, but is not limited to, certain improvements to Mitcheldean Drive and Boulder Industrial Parkway Extension (defined below), and, upon the Town and Village having such funding available and the parties fulfilling certain other conditions set forth in this Agreement, Xerox wishes to dedicate to the Village, and the Village wishes to accept, Mitcheldean Drive, in its current position and condition as further depicted as “Transportation Improvement Project (b)” on Exhibit A (“Mitcheldean Drive”), so as to facilitate the Proposed Dedications and Land Transfer as proposed by the Plan; and

WHEREAS, Xerox wishes to transfer to the Town, and the Town wishes to accept the property to comprise Boulder Industrial Parkway Extension as further depicted as Transportation Improvement Project (c) on f A (“Boulder Industrial Parkway Extension”, and together with Mitcheldean Drive, the “Mitcheldean/Boulder Dedications/Land Transfer”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, and subject to the conditions listed below, the Parties hereto agree as follow:

1. Panama/Orchard Dedications.

- a. Promptly after the Effective Date, Xerox, at its own cost and expense, shall take all necessary steps to prepare the Panama/Orchard Dedications for acceptance by the Village as required under New York Village Law §6-610, including, but not limited to, preparing an Offer of Dedication that shall include preparation and submission to the Village of an metes and bounds survey map depicting the current locations and condition of Panama Road and Orchard Street, drafting a legal description of the boundary and location of Panama Road and Orchard Street, preparing and obtaining any and all abstracts of title and title insurance policies the Village deems necessary, and conducting any other due diligence activities reasonably necessary for the Panama/Orchard Dedications, including the preparation and submission to the Village of a short form Environmental Assessment Form to allow the Village to complete its responsibilities under the New York State Environmental Quality Review Act (“SEQRA”). Xerox will also provide to the Village any existing environmental studies and testing on Panama Road, Orchard Street and their rights of way. Following acceptance of the Offer of Dedication by the Village, Xerox shall prepare a deed of dedication for the Panama/Orchard Dedications to be accepted by the Village. Xerox shall be responsible to record the deed and any maps with the Monroe County Clerk’s Office.

- b. The boundaries for the Panama/Orchard Dedications are as follows:

Panama Road: 5 Feet east of the eastern shoulder to the western Xerox property line.

Orchard Street: Align northern and southern boundary with the existing right of way on Orchard Street west of Xerox property.

- c. Xerox shall provide to the Village a copy of each material document produced in connection with the Panama/Orchard Dedications and provide the Village no less than 15 business days to review such documents and provide comments and revisions to the same. Under no circumstances shall the Village conduct any digging, excavation, or environmental sampling in connection with the Panama/Orchard Dedications without Xerox's prior written consent.
- d. Upon completion of all activities pursuant to Section 1 above, the Village shall notify Xerox that it is prepared to accept the Panama/Orchard Dedications. The Village and Xerox will, if necessary, work in good faith to review comments and revise all documents in a way acceptable to both parties. Upon agreement to the final form of such documents, Xerox shall dedicate, and the Village shall accept, the Panama/Orchard Dedications to the Village, as-is, with all faults, and in their current locations and conditions, and the Parties shall take all necessary actions to effect the Panama/Orchard Dedications, including making all corporate resolutions, filing and recording all deeds and maps, and executing such other documents as may be reasonably necessary to effect the Panama/Orchard Dedications. The Parties agree that their mutual objective is to complete the Panama/Orchard Dedications on or before December 31, 2024. Under no circumstances shall any failure of any portion of the Panama/Orchard Dedications to meet any specification set by the Village or any related agency, including pavement condition or width, curb or sidewalk availability, elevation, profile, or composition, be grounds for the Village not to accept the Panama/Orchard Dedications, and the Village hereby waives any and all such requirements pursuant to its own ordinances, laws, specifications, requirements, codes or otherwise.
- e. Following the effectuation of the Panama/Orchard Dedications, the Village, as soon as practicable, shall begin, and pursue to completion, improvements to the Panama/Orchard Dedications using the 2024 Community Project Funds in its reasonable discretion to bring the Panama/Orchard Dedications into similar or greater serviceability as roadways meeting the Village of Webster standards.

2. Mitcheldean/Boulter Dedications/Land Transfer.

- a. Promptly after the Effective Date, the Parties shall use reasonable, good faith efforts to collaborate in identifying and engaging with both public and private sources of funding for the Village and Town to cover costs and expenses associated with the Mitcheldean/Boulter Dedications/Land Transfer and subsequent necessary construction, improvements, and upgrades as necessary to complete the Mitcheldean/Boulter Dedications/Land Transfer ("Mitcheldean/Boulter Funding"). Prior to securing Mitcheldean/Boulter Funding, Xerox, the Town, and the Village will determine boundaries for the Mitcheldean/Boulter Dedications/Land Transfer. The northern and southern boundary of Mitcheldean Drive will meet the minimum requirements of the Village of Webster 137-7 B.(4) standard. The boundary for Boulter Industrial Parkway Extension will extend to the southern Xerox property line and extend north the minimum amount required for the construction of Boulter

Industrial Parkway Extension; however, under no circumstances shall Xerox transfer land to the Town for Boulter Industrial Parkway Extension until Mitcheldean/Boulter Funding is awarded to and/or secured by the Village sufficient to fully fund the bringing of Mitcheldean Drive into similar or greater serviceability as roadways meeting the Village of Webster standards.

- b. Upon the Town and the Village securing all Mitcheldean/Boulter Funding, which shall mean either a written grant award or a written commitment from New York State, the Federal government, or other sources of funding from either public or private parties sufficient to fully fund the bringing of Mitcheldean Drive into similar or greater serviceability as roadways meeting the Village of Webster Standards, Xerox, at its own cost and expense, shall take all necessary steps to prepare Mitcheldean Drive for dedication and acceptance by the Village as required under New York Village Law §6-610, including, but not limited to, preparing an Offer of Dedication that will include a metes and bounds survey map that depicts the current locations and condition of Mitcheldean Drive, developing easement language for Xerox underground utility crossings of Mitcheldean Drive, drafting a map and legal description of the boundary and location of Mitcheldean Drive, preparing and obtaining any and all abstracts of title and title insurance policies the Village deems necessary, and conducting any other due diligence activities reasonably necessary for the dedication of Mitcheldean Drive, including the preparation and submission to the Village of a short form Environmental Assessment Form to allow the Village to complete its responsibilities under SEQRA. Xerox will also provide to the Village any existing environmental studies and testing on Mitcheldean Drive and its right of way. Following acceptance of the Offer of Dedication by the Village, Xerox shall prepare a deed of dedication for the Mitcheldean Drive dedication to be accepted by the Village. Xerox shall be responsible to record the deed and any maps with the Monroe County Clerk's Office.
- c. Xerox shall provide to the Village a copy of each material document produced in connection with the dedication of Mitcheldean Drive and provide the Village no less than 15 business days to review such documents and provide comments and revisions to the same. Under no circumstances shall the Village conduct any digging, excavation, or environmental sampling in connection with the dedication of Mitcheldean Drive without Xerox's prior written consent.
- d. Upon completion of all activities pursuant to Sections 2. above, the Village shall notify Xerox that it is prepared to accept the dedication of Mitcheldean Drive. Xerox shall provide the Village with final versions of all dedication-related documentation, including a metes and bounds survey map, deed, and draft resolutions of the Village's board. The Village shall have no less than 15 business days to review such documents and provide comments and revisions to the same. The Village and Xerox will, if necessary, work in good faith to review comments and revise in a way acceptable to both parties.

- e. Upon agreement to the final form of such documents and commensurate with the dedication of Mitcheldean Drive to the Village, the Village will grant and convey to Xerox an easement privilege, right, and authority to operate, inspect, repair, maintain, replace, and remove electrical equipment, fire and domestic water mains, fiber, and sewer lines at the three underground crossing areas of Mitcheldean Drive, including emergency repair and excavation. Terms for access, repair, excavation, road shutdown, etc. to be identified in the final dedication agreement, satisfactory to all parties. Commensurate with the dedication of Boulder Industrial Parkway Extension pursuant to Section 2.h below, Xerox shall dedicate, and the Village shall accept, Mitcheldean Drive to the Village, as-is, with all faults, and in its current location and condition, and the Parties shall take all necessary actions to effect the dedication of Mitcheldean Drive, including making all corporate resolutions, filing and recording all deeds and maps, and executing such other documents as may be reasonably necessary to effect the dedication of Mitcheldean Drive. Under no circumstances shall any failure of any portion of Mitcheldean Drive to meet any specification set by the Village or any related agency, including pavement condition or width, curb or sidewalk availability, elevation, profile, or composition, be grounds for the Village not to accept the dedication of Mitcheldean Drive, and the Village hereby waives any and all such requirements pursuant to its own ordinances, laws, specifications, requirements, codes or otherwise.
- f. Following the effectuation of the dedication of Mitcheldean Drive, the Village shall begin, and pursue to completion, improvements to Mitcheldean Drive to bring Mitcheldean Drive into similar or greater serviceability as roadways meeting the Village of Webster standards.
- g. Upon execution of this Agreement, the Town, at its own cost and expense, shall take all necessary steps to prepare for accepting the dedication of property to enable Boulder Industrial Parkway Extension as required under applicable law, including, but not limited to, surveying, drafting a map and legal description of the boundary of the dedicated property and future location of Boulder Industrial Parkway Extension, preparing and obtaining any and all abstracts of title and title insurance policies it deems necessary, and conducting any other due diligence activities reasonably necessary for the dedication of property to enable Boulder Industrial Parkway Extension. The Town shall provide to Xerox a copy of each material document produced in connection with the dedication of property to enable Boulder Extension and provide Xerox no less than 15 business days to review such documents and provide comments and revisions to the same. Under no circumstances shall the Town conduct any digging, excavation, or environmental sampling in connection with the transfer of property to enable Boulder Industrial Parkway Extension without Xerox's prior written consent, which written consent will not be unreasonably withheld. In furtherance of the foregoing, Xerox shall provide the Town, and its contractors, consultants, agents and representatives, with reasonable access to the general vicinity of the proposed Boulder Industrial Parkway Extension for the purposes of conducting field inspections, surveys, engineering studies, and design and planning efforts. The Town shall notify Xerox's dedicated contact person of its intent to access such property no less than 48 hours prior to

the time of such intended access, provide Xerox with the contact information of the person in the field who will be in charge of such operations, and obtain Xerox's consent to such access (email to suffice), not to be unreasonably withheld or delayed. The Town, and its contractors, consultants, agents and representatives shall maintain all insurance, safety training, and safety certifications, and abide all Xerox written policies provided to them, as Xerox may reasonably request.

- h. Upon completion of all activities pursuant to Section 2.g. above and the Town and the Village securing all Mitcheldean/Boulter Funding sufficient to fully fund the bringing of Mitcheldean Drive into similar or greater serviceability as roadways meeting the Village of Webster Standards, the Town shall notify Xerox that it is prepared to accept the transfer of property to enable Boulter Industrial Parkway Extension and shall provide Xerox with final versions of all dedication-related documentation, including a map, deed, and draft resolutions of the Town's board. Xerox shall have no less than 15 business days to review such documents and provide comments and revisions to the same. The Town and Xerox will, if necessary, work in good faith to review comments and revise in a way acceptable to both parties. Upon agreement to the final form of such documents, Xerox shall transfer, and the Town shall accept, the property to enable Boulter Industrial Parkway Extension to the Town, as-is, with all faults, and in its current location and condition, and the Parties shall take all necessary actions to effect the dedication of property to enable Boulter Industrial Parkway Extension, including making all corporate resolutions, filing and recording all deeds and maps, and executing such other documents as may be reasonably necessary to effect the dedication.
3.
 - a. Xerox Land South of Orchard Street. Xerox hereby covenants that it will dedicate to the Village, at the Village's expense and subject to any easements or rights of way it deems reasonably necessary, an approximate 6.6 acre parcel of land that consists of all lands owned by Xerox West of Phillips Road and South of Orchard Street as depicted on a survey map prepared by Bergmann Associates, dated November 21, 2019, that is attached as Exhibit B, (hereinafter the "Donovan Street Land") for conversion in perpetuity ~~to a public use~~ to non-commercial use by the general public. Such dedication shall be performed at a mutually agreeable date determined by Xerox and the Village of Webster after approval by the Village of any rezoning necessary for the West Campus Center Development as depicted in the Reimagine Webster Initiative, the establishment and conveyance by Xerox of any utility crossings required for direct or indirect connection by Xerox and its successors to the electrical substation in the vicinity of the Donovan Street Lands, and consummation of any other transfers or transactions deemed necessary and proper by Xerox, in its sole discretion, to minimize impact to Xerox's ongoing operations.
 - b. Multiuse Trail Easement. Xerox hereby covenants that it will dedicate to the Village and/or Town of Webster, at the expense of the municipality, a Permanent Easement of 40 feet in width along the western boundary of Phillips Road across all lands owned by Xerox West of Phillips Road and South of Chiyoda Drive to the Hojack Trail (hereinafter the "Phillips Road Multiuse Trail") for the construction of a multiuse pedestrian and bicycle facility to be perpetually maintained at the effort and expense of the municipality.

Such Permanent Easement dedication shall be performed at a mutually agreeable date determined by Xerox and the municipality.

4. Confidentiality. The Parties acknowledge that, in connection with this Agreement and the Proposed Dedications and Land Transfer, each Party (the “Disclosing Party”) will be disclosing, sharing, and delivering certain Confidential Information (as defined below) to the other Parties (the “Receiving Parties”), some or all of which could be considered or should be maintained as confidential or proprietary. Without the Disclosing Party’s prior written consent, the Receiving Parties shall not: (a) disclose to any third party the fact that the Disclosing Party has provided any Confidential Information to the Receiving Parties; (b) disclose to any third party the Confidential Information or any portion thereof; or (c) use any Confidential Information for any purpose other than for the purpose of performing the actions set forth in this Agreement. Confidential Information may be disclosed to the Receiving Parties affiliates, directors, officers, employees, consultants, subcontractors and agents (collectively, “Representatives”), but only if each such Representative needs to know the Confidential Information in connection with Proposed Dedications and Land Transfer and agrees in writing to be bound by this duty of confidentiality. Representatives shall be informed by the Receiving Parties of the confidential nature of the Confidential Information and shall be required to adhere to the terms of this Agreement by the Receiving Parties, and (ii) in any event, Receiving Parties shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Parties shall not disclose the Confidential Information in any form whatsoever to any person other than as permitted hereby and shall safeguard the Confidential Information from unauthorized disclosure in the same manner in which it safeguards its own confidential and proprietary information. For purposes hereof, “person” will be interpreted broadly to include any corporation, company, partnership, individual or governmental authority. The Receiving Parties shall promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement or unauthorized disclosure of the Disclosing Party’s Confidential Information. As used in this Agreement, “Confidential Information” means all information that is furnished to the Receiving Parties or its Representatives by the Disclosing Party in the course of discussions or evaluations of the Proposed Dedications and Land Transfer which concerns the Disclosing Party, its business, partners or co-venturers, affiliates, or subsidiaries, and which is either confidential, proprietary, or otherwise not generally available to the public. The following shall not constitute Confidential Information: (i) information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Parties or its Representatives; (ii) information which was already known to the Receiving Parties on a non-confidential basis prior to being furnished to the Receiving Parties by the Disclosing Party; (iii) information which becomes available to the Receiving Parties on a non-confidential basis from a source other than the Disclosing Party or a representative of the Disclosing Party if such source was not subject to any prohibition against transmitting the information to the Receiving Parties and was not bound by a confidentiality agreement with the Disclosing Party; or (iv) information which was independently developed by the Receiving Parties or its Representatives without reference to, or consideration of, Confidential Information.

5. Miscellaneous.

- a. Each Party shall cooperate and use reasonable best efforts to take, or cause to be taken, all lawful and reasonable actions within such Party's control and to do, or cause to be done, all lawful and reasonable things within such Party's control necessary to consummate and make effective the Proposed Dedications and Land Transfer as described herein. If any further action is determined by a Party to be necessary or desirable to carry out the purposes of this Agreement the other Parties shall take such action as is reasonably requested by such Party.
- b. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by e-mail, (d) sent by a nationally recognized overnight delivery service, with delivery confirmed, or telecopied, with receipt confirmed, address as follows:

If to Xerox:

Xerox Corporation
800 Phillips Road
Webster, New York 14580
Attention: [John Barrett](#)
Phone: [\(585\) 422-9052](#)
Email: john.barrett@xerox.com

If to the Village:

Village of Webster
28 West Main Street
Webster, New York 14580
Attention:
Phone:
Email:

If to the Town:

Town of Webster
1000 Ridge Road
Webster, New York 14580
Attention:
Phone:
Email:

or to such other address or addresses as shall be furnished in writing by any Party to the other Parties. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) five business days after when deposited with the United States mail properly addressed, (iii) if sent by e-mail, when sent by sender (without receipt of evidence of non-receipt); (iv) the next business day when delivered during business hours to said overnight delivery service, properly

addressed and prior to such delivery service's cut off time for next day delivery, or (v) when receipt of the telecopy is confirmed, as the case may be, unless the sending Party has actual knowledge that a Notice was not received by the intended recipient.

- c. This Agreement contains the complete expression of the agreement between the Parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented or amended, and no provision hereof shall be waived, except in writing executed by the Parties.
- d. Nothing in this Agreement shall confer any rights upon any person which is not a Party or a successor or permitted assignee of a Party to this Agreement.
- e. The Parties may not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Parties.
- f. This Agreement shall be governed in all respects by the laws of the State of New York, without regard to the conflict of laws principles thereof.
- g. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

XEROX:

XEROX CORPORATION

By: _____
Name: [John Barrett](#)
Title: [Manager - Western Hemisphere Real Estate Portfolio](#)

THE VILLAGE:

VILLAGE OF WEBSTER

By: _____
Name: _____
Title: _____

THE TOWN:

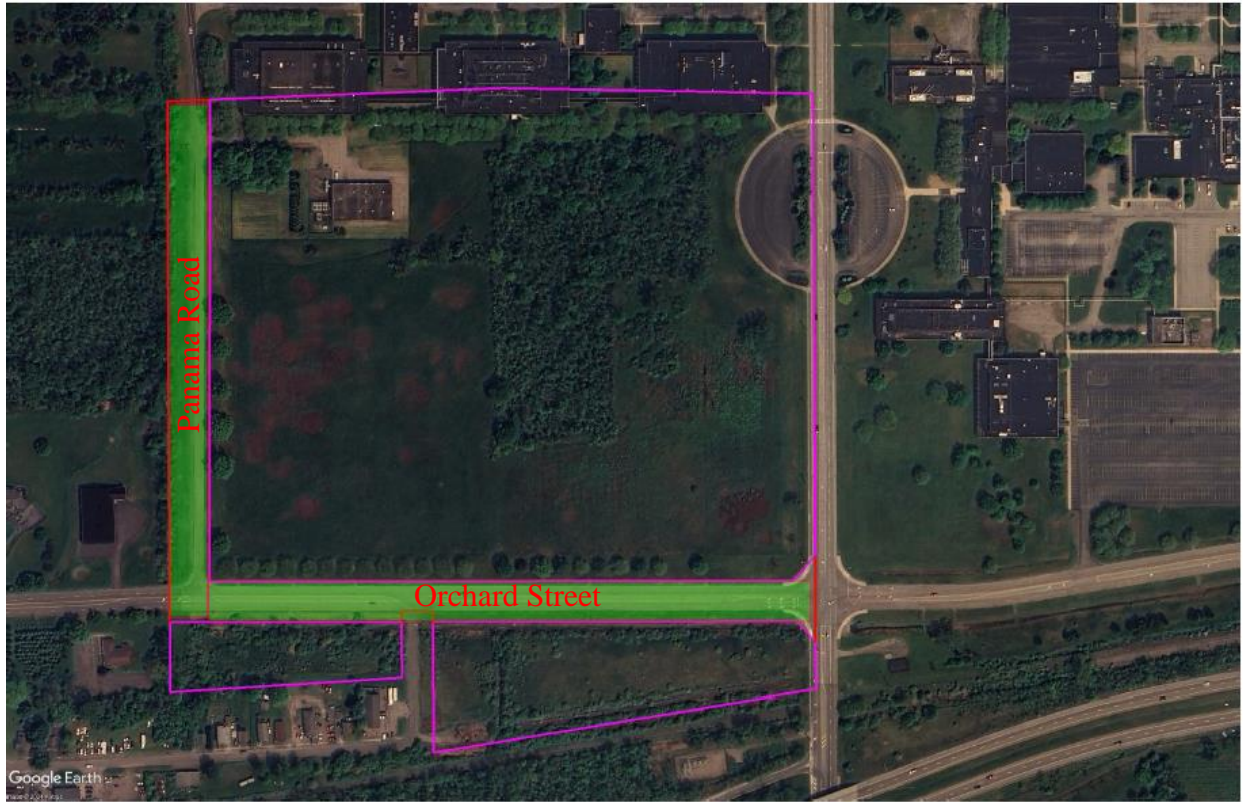
TOWN OF WEBSTER

By: _____
Name: _____
Title: _____

Exhibit A

Diagrams Showing Proposed Dedications and Land Transfer

Transportation Improvement Project (a)~~[See attached.]~~



Transportation Improvement Project (b)



Transportation Improvement Project (c)

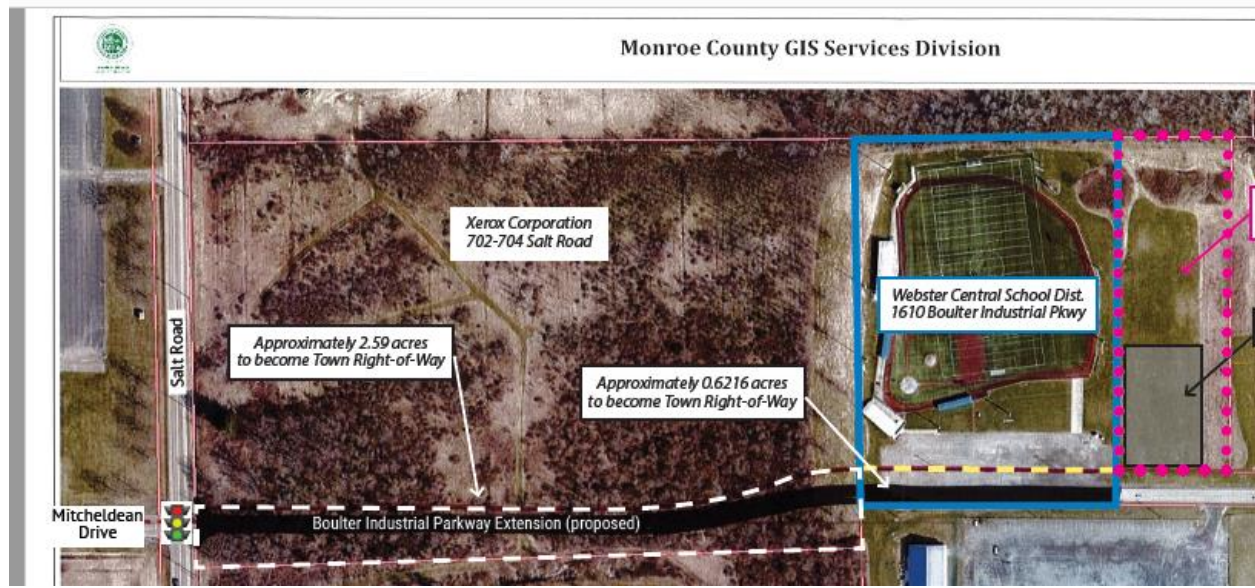


Exhibit B

Map of Donovan Street Land

[See attached.]