ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 28th day of November, 2016, between
Owner(s) Eastman Kodak Company, having an office at 343 State Street, Rochester, New York
14650, County of Monroe, State of New York (the "Grantor"), and The People of the State of New
York (the "Grantee."). acting through their Commissioner of the Department of Environmental
Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with
its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public
interest to encourage the remediation of abandoned and likely contaminated properties ("sites")
that threaten the health and vitality of the communities they burden while at the same time ensuring
the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public
interest to establish within the Department a statutory environmental remediation program that
includes the use of Environmental Easements as an enforceable means of ensuring the performance
of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the
land, when an environmental remediation project leaves residual contamination at levels that have
been determined to be safe for a specific use, but not all uses, or which includes engineered
structures that must be maintained or protected against damage to perform properly and be
effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental
Easement shall mean an interest in real property, created under and subject to the provisions of
Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which
contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with
engineering controls which are intended to ensure the long term effectiveness of a site remedial
program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property known as Eastman Business Park East
located in the City of Rochester, County of Monroe and State of New York, which consists of 33
tax lots, a list of the parcels by mailing address and section, block lot number is attached hereto as
Schedule "A", being a portion of the property conveyed to Grantor by various deeds recorded in
the Monroe County Clerk's Office, a list of the source deeds by date and recording information is
attached hereto as Schedule "B". The property subject to this Environmental Easement (the
"Controlled Property") comprises approximately 110.08 acres, and is hereinafter more fully
described as EBP-E-1 through EBP-E-5 in the Land Title Survey dated June, 2015 and last revised
November 18, 2015 prepared by Robert A. Vento, L.L.S. of Passero Associates, which will be
attached to the Site Management Plan. The Controlled Property description is set forth in and
attached hereto as Schedule "C"; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the
protection of public health and the environment and to achieve the requirements for remediation
established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO8-2011-10022, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining
contaminated material must be conducted in accordance with the SMP;

8. Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

9. Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

10. Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation
pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:
   (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
   (2) the institutional controls and/or engineering controls employed at such site:
      (i) are in-place;
      (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
      (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
   (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
   (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
   (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
   (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
   (7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor’s Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

   A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

   B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;
5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 828071
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and
communicating notices and responses to requests for approval.

7. **Recordation.** Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. **Amendment.** Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. **Extinguishment.** This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. **Joint Obligation.** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Eastman Kodak Company:

By: A. Richard Szembrot

Print Name: A. Richard Szembrot

Title: Manager Health, Safety Date: November 17, 2016
and Environment

Grantor's Acknowledgment

STATE OF NEW YORK )
COUNTY OF MONROE ) ss:

On the 17 day of November, in the year 2016, before me, the undersigned, personally appeared A. Richard Szembrot, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 upon behalf of which the individual(s) acted, executed the instrument.

KATHLEEN A. GOMES
Notary Public - State of New York

KATHLEEN A. GOMES
Notary Public, Reg#50177447
State of New York, Monroe County
My Commission Expires September 13, 2017

Environmental Easement Page 7
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of
Environmental Conservation as Designee of the Commissioner.

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK )
COUNTY OF ALBANY )

On the 20th day of November, in the year 2016, before me, the undersigned,
personally appeared Robert W. Schick, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within
instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee
of the Commissioner of the State of New York Department of Environmental Conservation, 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 - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018
SCHEDULE “A" PARCEL ADDRESSES AND TAX LOT INFORMATION

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Tax Map No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>240 Eastman Avenue</td>
<td>075.82-3-12</td>
</tr>
<tr>
<td>220 Eastman Avenue</td>
<td>075.82-3-13</td>
</tr>
<tr>
<td>1991 Lake Avenue</td>
<td>075.83-1-18.003/EBPK</td>
</tr>
<tr>
<td>59 Goodwill Street</td>
<td>090.26-2-3.003</td>
</tr>
<tr>
<td>50 Goodwill Street</td>
<td>090.26-2-4.002</td>
</tr>
<tr>
<td>17 Woodside Street</td>
<td>090.26-2-5</td>
</tr>
<tr>
<td>325 W Ridge Road</td>
<td>090.26-2-14.002</td>
</tr>
<tr>
<td>70 Goodwill Street</td>
<td>090.26-2-28</td>
</tr>
<tr>
<td>10 Woodside Street</td>
<td>090.26-2-29</td>
</tr>
<tr>
<td>1981 Lake Avenue</td>
<td>090.27-1-1</td>
</tr>
<tr>
<td>1888 Lake Avenue</td>
<td>090.28-1-1</td>
</tr>
<tr>
<td>570 Maplewood Drive</td>
<td>090.28-1-2</td>
</tr>
<tr>
<td>540 Maplewood Drive</td>
<td>090.28-1-3</td>
</tr>
<tr>
<td>500 Maplewood Drive</td>
<td>090.28-1-6.002</td>
</tr>
<tr>
<td>480 Maplewood Drive</td>
<td>090.28-1-7</td>
</tr>
<tr>
<td>450 Maplewood Drive</td>
<td>090.28-1-8/EBPK</td>
</tr>
<tr>
<td>435 Maplewood Drive</td>
<td>090.28-1-11</td>
</tr>
<tr>
<td>1754 Lake Avenue</td>
<td>090.28-1-21.002</td>
</tr>
<tr>
<td>1780 Lake Avenue</td>
<td>090.28-1-25</td>
</tr>
<tr>
<td>1850 Lake Avenue</td>
<td>090.28-1-29.001</td>
</tr>
<tr>
<td>224 Pullman Avenue</td>
<td>090.34-2-23</td>
</tr>
<tr>
<td>1645 Lake Avenue</td>
<td>090.35-1-2.003</td>
</tr>
<tr>
<td>200-240 W Ridge Road</td>
<td>090.35-1-2.006/EBPK</td>
</tr>
<tr>
<td>165 W Ridge Road</td>
<td>090.35-1-5</td>
</tr>
<tr>
<td>171 W Ridge Road</td>
<td>090.35-1-6</td>
</tr>
<tr>
<td>177-179 W Ridge Road</td>
<td>090.35-1-8</td>
</tr>
<tr>
<td>181-183 Primrose Street</td>
<td>090.35-1-9</td>
</tr>
<tr>
<td>181-189 W Ridge Road</td>
<td>090.35-1-14.001</td>
</tr>
<tr>
<td>136 Desmond Street</td>
<td>090.35-1-15.001</td>
</tr>
<tr>
<td>1700 Lake Avenue</td>
<td>090.36-1-4</td>
</tr>
<tr>
<td>1640 Lake Avenue</td>
<td>090.36-1-30.002</td>
</tr>
<tr>
<td>1650 Lake Avenue</td>
<td>090.36-1-39</td>
</tr>
<tr>
<td>145 W Ridge Road</td>
<td>090.43-3-4.004</td>
</tr>
</tbody>
</table>
SCHEDULE "B" DEED INFORMATION
Schedule of Source Deeds

A) Quit Claim Deed dated 6-10-1953, recorded 6-10-1953 in Liber 2830 of Deeds, page 369.
C) Quit Claim Deed dated 6-10-1953, recorded 6-10-1953 in Liber 2830 of Deeds, page 372.

W) Warranty Deed dated 5-3-1963, and recorded 5-3-1963 in Liber 3476 of Deeds, Page 373.


G1) City of Rochester Ordinance No. 1969-139 and Ordinance No. 1969-140.


J1) Quit Claim Deed dated 4-4-1990 and recorded on 6-4-1990 in Liber 7918 of Deeds, page 262.

K1) Warranty Deed dated 6-4-1990 and recorded on 6-4-1990 in Liber 7918 of Deeds, page 270.


T1) Executor's Deed dated 10-1-1972 and recorded on 11-6-1972 in Liber 4353 of Deeds, Page 162.
U1) Quit Claim Deed dated 10-1-1972 and recorded on 11-6-1972 in Liber 4353 of Deeds, Page 165.
X1) City of Rochester Ordinance No 1998-316.
D2) Quit Claim Deed dated 2-29-1968 and recorded 3-8-1968 in Liber 3885 of Deeds, Page 213.


N2) Warranty Deed dated 8-24-1948 and recorded 8-24-1948 in Liber 2496 of Deeds, Page 120.


Q2) Quit Claim Deed dated 1-24-1975 and recorded 1-30-1975 in Liber 4788 of Deeds, Page 150.


X6) Warranty Deed dated 10-4-1905 and recorded 10-4-1905 in Libel 714 of Deeds, page 381.


N7) Warranty Deed dated 5-6-1911 and recorded 5-6-1911 in Liber 847 of Deeds, page 496.
Q7) Warranty Deed dated 4-12-1913 and recorded 5-2-1913 in Liber 886 of Deeds, page 419.
S7) Warranty Deed dated 9-4-1908 and recorded 9-8-1908 in Liber 780 of Deeds, page 239.
T7) Guardian's Deed dated 9-4-1908 and recorded 9-8-1908 in Liber 781 of Deeds, page 156.
W7) Warranty Deed dated 5-6-1911 and recorded 5-6-1911 in Liber 847 of Deeds, page 498.
List of Deeds:

E8) Warranty Deed dated 3-6-1897 and recorded 3-31-1897 in Liber 582 of Deeds, page 319.
G8) Warranty Deed dated 3-6-1890 and recorded 3-31-1897 in Liber 582 of Deeds, page 316.
O8) Warranty Deed dated 8-4-1890 and recorded 8-5-1890 in Liber 475 of Deeds, page 239.
R8) Guardian’s Deed dated 4-1-1916 and recorded 4-3-1916 in Liber 981 of Deeds, page 490.


Q9) Warranty Deed dated 5-3-1955 and recorded 5-3-1955 in Liber 2960 of Deeds, page 321.

Edward D. and Helen M. Dwyer, by their Executor, have conveyed to the

The title to the land is free of any mortgaging or encumbrance.

The Environmental Easement is a byproduct of this transfer of land and is not affected by any other encumbrances.


Q13) Ordinance No. 1969-138


SCHEDULE "C" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT
EBP-E-1

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE (100 FOOT WIDE RIGHT-OF-WAY) AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MAPLEWOOD DRIVE; THENCE,

A. NORTH 12° 22' 54" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 158.43 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF IMAGE SENSOR TECHNOLOGIES ON THE NORTH AND LANDS NOW OR FORMERLY OF THE CITY OF ROCHESTER (HANFORD LANDING CEMETERY) ON THE SOUTH; THENCE,

B. NORTH 77° 37' 48" EAST, ALONG SAID DIVISION LINE, A DISTANCE OF 222.52 FEET TO A POINT ON THE HIGH TOP OF BANK OF GENESEE RIVER, BEING THE POINT OF BEGINNING; THENCE,

1. NORTH 77° 37' 48" EAST, ALONG THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE SOUTH, AND LANDS NOW OR FORMERLY OF ROCHESTER GAS & ELECTRIC CORPORATION ON THE NORTH, A DISTANCE OF 359.42 FEET TO THE WEST SHORE OF THE GENESEE RIVER; THENCE,

2. SOUTH 43° 25' 32" EAST, ALONG THE WESTERLY SHORE OF THE GENESEE RIVER, A DISTANCE OF 170.00 FEET TO AN ANGLE POINT; THENCE,

3. SOUTH 38° 15' 41 EAST, CONTINUING ALONG THE WESTERLY SHORE OF THE GENESEE RIVER, A DISTANCE OF 130.54 FEET TO A SECOND ANGLE POINT IN SAID SHORE LINE; THENCE,

4. SOUTH 38° 39' 02" EAST, CONTINUING ALONG SAID SHORE LINE, A DISTANCE OF 495.00 FEET TO A THIRD ANGLE POINT IN THE WESTERLY SHORE LINE OF THE GENESEE RIVER; THENCE,

5. SOUTH 83° 59' 52" EAST AND ALONG A SHEET PILE AND CONCRETE WALL ON THE WESTERLY SHORE LINE, A DISTANCE OF 46.00 FEET TO AN ANGLE POINT IN THE EASTERLY FACE OF THE WALL; THENCE,
6. SOUTH 40° 02' 36" EAST, ALONG THE EASTERLY FACE OF THE AFOREMENTIONED WALL, A DISTANCE OF 328.14 FEET TO AN ANGLE POINT IN SAID WALL; THENCE,

7. SOUTH 09° 05' 19" WEST, CONTINUING ALONG THE EASTERLY FACE OF THE SHEET PILE AND CONCRETE WALL, A DISTANCE OF 21.00 FEET TO A POINT AT THE SOUTHERLY END OF SAID WALL; THENCE,

8. SOUTH 19° 46' 19" WEST, ALONG THE WESTERLY SHORE OF THE GENESEE RIVER, A DISTANCE OF 26.43 FEET TO AN ANGLE POINT ON THE WESTERLY SHORE AT THE CENTERLINE OF THE FORMER HANFORD LANDING ROAD EXTENSION EASTERLY; THENCE,

9. SOUTH 43° 41' 57" EAST, CONTINUING ALONG THE WESTERLY SHORE OF THE GENESEE RIVER A DISTANCE OF 92.72 FEET TO ANOTHER ANGLE POINT IN SAID WEST SHORE; THENCE,

10. SOUTH 32° 52' 03" EAST, CONTINUING ALONG THE WESTERLY SHORE OF THE GENESEE RIVER A DISTANCE OF 191.11 FEET TO A POINT; THENCE,

11. SOUTH 31° 05' 08" EAST, CONTINUING ALONG THE WESTERLY SHORE LINE OF THE GENESEE RIVER, A DISTANCE OF 193.98 FEET TO A POINT; THENCE,

12. SOUTH 31° 23' 02" EAST, CONTINUING ALONG SAID SHORE LINE, A DISTANCE OF 322.08 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE NORTH AND LANDS NOW OR FORMERLY OF THE CITY OF ROCHESTER (MAPLEWOOD PARK) ON THE SOUTH; THENCE,

13. SOUTH 85° 36' 46" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 645.00 FEET TO AN ANGLE POINT IN SAID DIVISION LINE; THENCE,

14. NORTH 00° 04' 33" WEST, CONTINUING ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE EAST AND LANDS OF THE CITY OF ROCHESTER ON THE WEST, A DISTANCE OF 228.74 FEET TO A POINT; THENCE,

15. NORTH 80° 29' 10" WEST, CONTINUING ALONG THE ABOVEMENTIONED DIVISION LINE, A DISTANCE OF 270.40 FEET TO A POINT; THENCE,

16. NORTH 38° 31' 36" WEST, ALONG THE WESTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 349.83 FEET TO A POINT; THENCE,

17. NORTH 20° 21' 59" WEST, CONTINUING ALONG THE WESTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 122.12 FEET TO A POINT ON THE CENTERLINE OF THE FORMER HANFORD LANDING ROAD; THENCE,
18. NORTH 12° 56' 49" WEST, CONTINUING ALONG THE WESTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 30.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER HANFORD LANDING ROAD; THENCE,

19. NORTH 10° 13' 36" WEST, A DISTANCE OF 119.21 FEET TO A POINT; THENCE,

20. NORTH 16° 00' 38" WEST, A DISTANCE OF 119.15 FEET TO A POINT; THENCE,

21. NORTH 16° 44' 09" WEST, A DISTANCE OF 51.90 FEET A POINT; THENCE,

22. NORTH 32° 34' 40" EAST, A DISTANCE OF 89.95 FEET TO POINT; THENCE,

23. NORTH 10° 35' 37" WEST, ALONG THE HIGH TOP OF BANK FOR THE GENESEE RIVER, A DISTANCE OF 129.02 FEET TO A POINT; THENCE,

24. NORTH 61° 15' 11" WEST, CONTINUING ALONG THE HIGH BANK, A DISTANCE OF 143.36 FEET TO A POINT; THENCE,

25. NORTHWESTERLY, CONTINUING ALONG THE HIGH TOP OF BANK FOR THE GENESEE RIVER, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 262.17 FEET AND A CENTRAL ANGLE OF 14° 06' 59", AN ARC DISTANCE OF 64.59 FEET TO A POINT OF TANGENCY; THENCE,

26. NORTH 48° 30' 55" WEST, CONTINUING ALONG SAID HIGH TOP OF BANK, A DISTANCE OF 58.09 FEET TO A POINT; THENCE,

27. NORTH 26° 09' 03" WEST, CONTINUING ALONG THE HIGH TOP OF BANK OF GENESEE RIVER, A DISTANCE OF 47.82 FEET TO A POINT; THENCE;

28. NORTH 27° 11' 10" WEST, CONTINUING ALONG SAID LINE, A DISTANCE OF 102.91 FEET TO A POINT; THENCE,

29. NORTH 14° 28' 08" WEST, CONTINUING ALONG THE HIGH TOP OF BANK FOR THE GENESEE RIVER, A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING, CONTAINING 988,239 SQUARE FEET OR 22.687 ACRES OF LAND MORE OR LESS.
ENVIRONMENTAL EASEMENT  
EBP-E-2

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE (100 FOOT WIDE RIGHT-OF-WAY) AT THE SOUTHERLY LINE OF A PARCEL CONVEYED TO EASTMAN KODAK COMPANY, DESIGNATED AS PARCEL D IN A DEED RECORDED IN THE MONROE COUNTY CLERK’S OFFICE IN LIBER 5864 OF DEEDS, PAGE 63, SAID POINT BEING SOUTHERLY 70.65 FEET FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF MAPLEWOOD DRIVE; THENCE,

1. NORTH 77° 49’ 27” EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL D, A DISTANCE OF 64.00 FEET TO A POINT; THENCE,

2. SOUTH 12° 22’ 54” EAST, ALONG A LINE PARALLEL WITH AND 64 FEET EASTERLY FROM THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 138.00 FEET TO A POINT; THENCE,

3. SOUTH 07° 50’ 49” EAST, ALONG A LINE PARALLEL WITH AND 64.00 FEET EASTERLY FROM THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 437.26 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER HANFORD LANDING ROAD, (ABANDONED PER ORDINANCE NO. 1999-281 AND 2001-265); THENCE,

4. SOUTH 85° 36’ 46” WEST, ALONG THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF HANFORD LANDING ROAD, A DISTANCE OF 64.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE; THENCE,

5. NORTH 07° 50’ 49” WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 430.85 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE,

6. NORTH 12° 22’ 54” WEST, CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 135.70 FEET TO THE POINT OF BEGINNING 36,538 SQUARE FEET OR 0.839 ACRES OF LAND, MORE OR LESS.
ENVIRONMENTAL EASEMENT
EBP-E-3

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE (100 FOOT WIDE RIGHT-OF-WAY) AT THE NORTHERLY LINE RIGHT-OF-WAY OF THE FORMER EASTMAN AVENUE (66.00 FOOT WIDE RIGHT-OF-WAY) ABANDONED PER ORDINANCE NO. 1998-316; THENCE,

A. SOUTH 89° 51' 14" WEST, ALONG THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF EASTMAN AVENUE, A DISTANCE OF 514.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE,

1. SOUTH 89° 51' 14" WEST, CONTINUING ALONG THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF EASTMAN AVENUE, A DISTANCE OF 300.00 FEET TO A POINT; THENCE,

2. NORTH 00° 08' 46" WEST, ACROSS LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 70.00 FEET TO A POINT; THENCE,

3. NORTH 89° 51' 14" EAST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, ON A LINE PARALLEL WITH AND 70.00 FEET NORTHERLY FROM THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF EASTMAN AVENUE, A DISTANCE OF 300.00 FEET TO A POINT; THENCE,

4. SOUTH 00° 08' 46" EAST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING 21,000 SQUARE FEET OR 0.482 ACRES OF LAND, MORE OR LESS.
ENVIRONMENTAL EASEMENT
EBP-E-4

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER,
COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOODSIDE
STREET (50 FOOT WIDE RIGHT-OF-WAY) AT THE DIVISION LINE BETWEEN LANDS
NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE NORTH AND
LANDS NOW OR FORMERLY OF MICHAEL PAUL RICHARDS CORP. ON THE SOUTH,
SAID POINT BEING NORTH 30° 07' 31" EAST, A DISTANCE OF 134.52 FEET FROM
THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF
WOODSIDE STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE
ROAD (99 FOOT WIDE RIGHT-OF-WAY); THENCE,

1. NORTH 30° 07' 31" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF
WOODSIDE STREET, AND CONTINUING ALONG THE PORTION OF WOODSIDE
STREET ABANDONED PER ORDINANCE NO. 1998-316, A DISTANCE OF 600.34
FEET TO A POINT; THENCE,

2. NORTH 00° 08' 46" WEST, ALONG THE SOUTHELY EXTENSION OF THE
FORMER EASTERLY RIGHT-OF-WAY LINE OF WOODSIDE STREET AND
CONTINUING ALONG THE FORMER EASTERLY RIGHT-OF-WAY LINE OF
WOODSIDE STREET, A DISTANCE OF 223.77 FEET TO A POINT OF
INTERSECTION WITH THE SOUTHELY RIGHT-OF-WAY LINE OF THE FORMER
EASTMAN AVENUE, ABANDONED PER ORDINANCE NO. 1998-316; THENCE,

3. NORTH 89° 51' 14" EAST, ALONG THE FORMER SOUTHELY RIGHT-OF-WAY
LINE OF EASTMAN AVENUE (66 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF
1836.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAKE
AVENUE (100 FOOT WIDE RIGHT-OF-WAY); THENCE,

4. SOUTH 12° 22' 54" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAKE
AVENUE, A DISTANCE OF 227.12 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-
WAY; THENCE,

5. SOUTH 07° 50' 49" EAST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY
LINE OF LAKE AVENUE, A DISTANCE OF 430.03 FEET TO A POINT OF
INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER
HANFORD LANDING ROAD, ABANDONED PER ORDINANCE NO. 2004-226;
THENCE,

6. SOUTH 11° 07' 39" EAST, A DISTANCE OF 49.68 FEET TO THE POINT OF
INTERSECTION OF THE FORMER SOUTHELY RIGHT-OF-WAY LINE OF
HANFORD LANDING ROAD WITH THE WESTERLY RIGHT-OF-WAY LINE OF
LAKE AVENUE; THENCE,
7. SOUTH 08° 49' 06" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 475.98 FEET TO AN ANGLE POINT IN THE SAID RIGHT-OF-WAY; THENCE,

8. SOUTH 09° 36' 21" WEST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAKE AVENUE, A DISTANCE OF 1324.15 FEET TO A SECOND ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,

9. SOUTH 62° 46' 49" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 20.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, NEW YORK STATE ROUTE 104, (99 FOOT WIDE RIGHT-O-F-WAY); THENCE,

10. NORTH 51° 02' 29" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, A DISTANCE OF 1782.75 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE SOUTHEAST, AND LANDS NOW OR FORMERLY OF 246 WEST RIDGE ROAD LLC ON THE NORTHWEST; THENCE,

11. NORTH 39° 14' 19" EAST, ALONG SAID DIVISION LINE, A DISTANCE OF 152.34 FEET TO A POINT; SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF LAND OF 246 WEST RIDGE ROAD LLC; THENCE,

12. NORTH 89° 25' 38" WEST, ALONG THE NORTHERLY LINE OF LANDS OF 246 WEST RIDGE ROAD LLC, A DISTANCE OF 64.11 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE,

13. SOUTH 39° 12' 33" WEST, ALONG THE NORTHWesterLY LINE OF LANDS OF 246 WEST RIDGE ROAD LLC, BEING THE SOUTHEASTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 112.53 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, LLC; THENCE,

14. NORTH 51° 02' 29" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, A DISTANCE OF 658.28 FEET TO A POINT, SAID POINT FALLING ON THE CENTERLINE OF THE FORMER HANFORD LANDING ROAD, ABANDONED PER ORDINANCE NO. 2004-226; THENCE,

15. NORTH 83° 47' 56" EAST, ALONG THE CENTERLINE OF THE FORMER HANFORD LANDING ROAD, A DISTANCE OF 42.05 FEET TO A POINT, SAID POINT BEING THE WESTERLY LINE OF LOT 5 OF THE GLASS RIDGE ROAD TRACT EXTENDED SOUTHERLY TO THE CENTERLINE OF THE FORMER HANFORD LANDING ROAD; THENCE,

16. NORTH 06° 10' 32" WEST, ALONG THE WESTERLY LINE OF LOT 5, BEING THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF MICHAEL PAUL RICHARDS CORP. ON THE WEST AND LANDS NOW OR FORMERLY OF
EASTMAN KODAK COMPANY, A DISTANCE OF 146.11 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERLY CORNER OF LAND OF MICHAEL PAUL RICHARDS CORP.; THENCE,

17. NORTH 59° 50' 06" WEST, ALONG THE NORTHEASTERLY LINE OF LANDS OF MICHAEL PAUL RICHARDS CORP., A DISTANCE OF 36.22 FEET TO THE POINT OF BEGINNING, CONTAINING 3,609,603 SQUARE FEET OR 82.865 ACRES OF LAND, MORE OR LESS.
ENVIRONMENTAL EASEMENT
EBP-E-5

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DEWEY AVENUE, (100 FOOT WIDE RIGHT-OF-WAY) AT THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF THE CITY OF ROCHESTER (SCHOOL 41) ON THE SOUTH AND LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE NORTH, SAID POINT BEING LOCATED AT THE MOST SOUTHWESTERLY CORNER OF LOT R-2B OF THE 375 WEST RIDGE ROAD SUBDIVISION, AS FILED IN THE MONROE COUNTY CLERK'S OFFICE IN LIBER 339 OF MAPS, PAGE 32; THENCE,

1. NORTH 00° 04' 06" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF DEWEY AVENUE, A DISTANCE OF 104.96 FEET TO A POINT ON THE DIVISION LINE BETWEEN LOT R-2B AND LOT R-2A OF THE AFOREMENTIONED SUBDIVISION; THENCE,

   ALONG THE DIVISION LINE BETWEEN R-2B AND LOT R-2A, THE FOLLOWING SEVEN (7) COURSES:

2. NORTH 27° 49' 43" EAST, A DISTANCE OF 92.46 FEET TO A POINT; THENCE,

3. NORTH 80° 20' 09" EAST A DISTANCE OF 80.34 FEET TO A POINT; THENCE,

4. NORTH 89° 55' 39" EAST, A DISTANCE OF 136.01 FEET TO A POINT; THENCE,

5. NORTH 89° 02' 16" EAST, A DISTANCE OF 149.50 FEET TO A POINT; THENCE,

6. NORTH 67° 15' 22" EAST, A DISTANCE OF 84.55 FEET TO A POINT; THENCE,

7. NORTH 78° 51' 42" EAST, A DISTANCE OF 78.48 FEET TO A POINT; THENCE,

8. SOUTH 67° 56' 37" EAST, A DISTANCE OF 82.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, NEW YORK STATE ROUTE 104 (99 FOOT WIDE RIGHT-OF-WAY); THENCE,

9. SOUTH 51° 02' 29" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 109.62 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE WEST AND LANDS NOW OR FORMERLY OF HENRY VINCIGUERRA ON THE EAST; THENCE,

10. SOUTH 37° 09' 19" WEST, ALONG SAID DIVISION LINE, BEING THE EASTERLY LINE OF LOT R-2B OF THE 375 WEST RIDGE ROAD SUBDIVISION, A DISTANCE
OF 189.13 FEET TO A POINT, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF LOT R-2B; THENCE,

II. SOUTH 89° 58' 31" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT R-2B, LANDS OF EASTMAN KODAK COMPANY, SAID LINE BEING THE NORTHERLY LINE OF LANDS OF THE CITY OF ROCHESTER (SCHOOL 41), A DISTANCE OF 610.03 FEET TO THE POINT OF BEGINNING, CONTAINING 139,822 SQUARE FEET OR 3.210 ACRES OF LAND, MORE OR LESS.