



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

December 12, 2016

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

City of Rochester
City Hall
30 Church Street
Rochester, New York 14614

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement ("Environmental Easement") granted to the New York State Department of Environmental Conservation ("DEC")

on December 6, 2016,
by Eastman Kodak Company,
for property at the following property addresses and tax map numbers:

EASTMAN BUSINESS PARK - MIDDLE

Table with 2 columns: Property Address and Tax Map No. Includes handwritten notes such as '(same as 1510 Ridgeway)' and '(does not come up in BIS)'. Rows list addresses from 1762 Ridgeway Avenue to 2447 Mt. Read Boulevard.

DEC Site No: N/A.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, residential or commercial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

City of Rochester  
December 12, 2016  
Page 2

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by this Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Harter Secrest & Emery LLP



Cathy Kaman Ryan  
DIRECT DIAL 585 231 1410  
EMAIL CRYAN@HSELAW.COM

CKR:hll  
Enclosure

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 1515014

Index DEEDS

Book 11792 Page 97

No. Pages : 19

Instrument EASEMENT WITHOUT A TPS584

Date : 12/06/2016

Time : 10:40:00AM

Control # 201612060198

Ref 1 #

Employee : AlanaM

Return To:  
BOX 80  
CKR  
-

EASTMAN KODAK COMPANY

DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
PEOPLE OF THE STATE OF NEW YORK

COUNTY FEE NUMBER PAGES	\$	90.00
RECORDING FEE	\$	45.00

Total \$ 135.00

State of New York

MONROE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO

MONROE COUNTY CLERK



6

Record and return to:  
Box 80 (Cathy Kaman Ryan)

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

**THIS INDENTURE** made this 28<sup>th</sup> 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 Middle which is located partially in the Town of Greece and partially in the City of Rochester, County of Monroe and State of New York, which consists of 14 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 272.734 +/- acres, and is hereinafter more fully described 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

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11:10:40  
CLERK

RECORDED

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 Numbers: 828002 and 828082  
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.

**Remainder of Page Intentionally Left Blank**



**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    )  
  ) ss:  
COUNTY OF ALBANY    )

On the 28<sup>th</sup> 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**

**Eastman Business Park – Middle  
Town of Greece**

<b><u>Property Address</u></b>	<b><u>Tax Map No.</u></b>
1626 Ridgeway Avenue	089-12-2-1.1
1596 Ridgeway Avenue	089.12-2-2
Mt. Read Boulevard	090.05-1-14.11
1300 Ridgeway Avenue	090.09-1-10

**Eastman Business Park – Middle  
City of Rochester**

<b><u>Property Address</u></b>	<b><u>Tax Map No.</u></b>
1762 Ridgeway Avenue	089.11-5-5
1632 Ridgeway Avenue	089.12-1-2
1566 Ridgeway Avenue	089.12-1-3
1546 Ridgeway Avenue	089.12-1-4
1510 Ridgeway Avenue	089.12-1-5
1306 Ridgeway Avenue	089.12-1-7
1300 Ridgeway Avenue	090.37-1-1
1290 Ridgeway Avenue	090.37-1-2.003
33B Weiland Road	090.37-1-3.001
2447 Mt. Read Boulevard	090.38-1-1

**SCHEDULE "B" DEED INFORMATION**

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**Schedule of Source Deeds EBP-M**

- A) Warranty Deed dated 4-3-1925 and recorded on 4-3-1925 in Liber 1296 of Deeds, Page 443.
- B) Instrument between the Town of Greece and Eastman Kodak Company dated 5-21-1934 and recorded on 5-25-1934 in Liber 1652 of Deeds, Page 353.
- C) Deed dated 9-11-1936 and recorded on 9-11-1936 in Liber 1779 of Deeds, Page 332.
- D) Warranty Deed dated 6-17-1951 and recorded on 6-18-1951 in Liber 2689 of Deeds, Page 186.
- F) Warranty Deed dated 7-2-1951 and recorded on 7-3-1951 in Liber 2692 of Deeds, Page 474.
- G) Warranty Deed dated 11-29-1951 and recorded on 11-29-1951 in Liber 2723 of Deeds, Page 88.
- H) Warranty Deed dated 6-27-1951 and recorded on 6-27-1951 in Liber 2691 of Deeds, Page 323.
- I) Warranty Deed dated 2-6-1953 and recorded on 2-24-1953 in Liber 2809 of Deeds, Page 57.
- J) Warranty Deed dated 2-18-1953 and recorded on 2-18-1953 in Liber 2808 of Deeds, Page 159.
- K) Warranty Deed dated 2-12-1953 and recorded on 2-18-1953 in Liber 2808 of Deeds, Page 161.
- L) Warranty Deed dated 2-20-1953 and recorded on 2-24-1953 in Liber 2808 of Deeds, Page 491.
- M) Executor's Deed dated 3-12-1953 and recorded on 3-12-1953 in Liber 2812 of Deeds, Page 113.
- N) Warranty Deed dated 7-15-1953 and recorded on 7-24-1953 in Liber 2841 of Deeds, Page 90.
- O) Warranty Deed dated 11-24-1953 and recorded on 11-25-1953 in Liber 2866 of Deeds, Page 441.
- P) Warranty Deed dated 5-19-1954 and recorded on 5-19-1954 in Liber 2897 of Deeds, Page 443.
- Q) Warranty Deed dated 4-2-1957 and recorded on 4-2-1957 in Liber 3089 of Deeds, Page 517.
- R) Warranty Deed dated 5-11-1956 and recorded on 5-11-1956 in Liber 3032 of Deeds, Page 507.

- S) Warranty Deed dated 4-25-1957 and recorded on 4-26-1957 in Liber 3093 of Deeds, Page 90.
- T) Warranty Deed dated 5-27-1958 and recorded on 5-27-1958 in Liber 3152 of Deeds, Page 440.
- U) Warranty Deed dated 12-30-1964 and recorded on 12-30-1964 in Liber 3611 of Deeds, Page 498.
- V) Warranty Deed dated 9-10-1965 and recorded on 9-10-1965 in Liber 3672 of Deeds, Page 230.
- W) Warranty Deed dated 5-19-1954 and recorded on 2-28-1956 in Liber 3020 of Deeds, Page 412.
- X) Warranty Deed dated 10-26-1966 and recorded on 10-28-1966 in Liber 3776 of Deeds, Page 187.
- Y) Warranty Deed dated 5-26-1966 and recorded on 5-26-1966 in Liber 3736 of Deeds, Page 193.
- Z) Warranty Deed dated 10-4-1968 and recorded on 11-27-1968 in Liber 3949 of Deeds, Page 133.
- A1) Warranty Deed dated 6-29-1970 and recorded on 6-29-1970 in Liber 4061 of Deeds, Page 378.
- B1) Warranty Deed dated 3-6-1970 and recorded on 3-6-1970 in Liber 4042 of Deeds, Page 65.
- C1) Warranty Deed dated 10-1-1974 and recorded on 10-1-1974 in Liber 4730 of Deeds, Page 202.
- D1) Warranty Deed dated 7-30-1974 and recorded on 7-30-1974 in Liber 4690 of Deeds, Page 257.
- E1) Quit Claim Deed dated 4-24-1995 and recorded on 5-8-1995 in Liber 8605 of Deeds, Page 136.
- F1) Warranty Deed dated 4-15-1957 and recorded on 4-15-1957 in Liber 3091 of Deeds, Page 332.
- G1) Quit Claim Deed dated 4-15-1957 and recorded on 4-15-1957 in Liber 3091 of Deeds, Page 336.
- H1) Quit Claim Deed dated 7-30-1986 and recorded on 9-12-1986 in Liber 6973 of Deeds, Page 292.

I1) Quit Claim Deed dated 8-23-1968 and recorded on 8-23-1968 in Liber 3925 of Deeds, Page 493.

J1) Warranty Deed dated 10-29-1991 and recorded on 1-10-1992 in Liber 8165 of Deeds, Page 56.

K1) Executor's Deed dated 3-30-1956 and recorded on 8-9-1956 in Liber 3050 of Deeds, Page 146.

L1) Warranty Deed dated 10-10-1955 and recorded on 10-10-1955 in Liber 2994 of Deeds, Page 310.

M1) Warranty Deed dated 4-26-1957 and recorded on 4-26-1957 in Liber 3093 of Deeds, Page 149.

**SCHEDULE "C" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT**

**EBP-M-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:**

**BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE,**

- 1. SOUTH 89° 38' 31" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 1225.44 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WEILAND ROAD; THENCE,**
- 2. NORTH 25° 19' 07" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF WEILAND ROAD, A DISTANCE OF 93.28 FEET TO AN ANGLE POINT IN SAID LINE; THENCE,**
- 3. NORTH 01° 26' 27" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 165.46 FEET TO A POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF WEILAND ROAD; THENCE,**
- 4. SOUTH 89° 38' 31" WEST, ALONG THE NORTHERLY LINE OF WEILAND ROAD, A DISTANCE OF 66.01 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE,**
- 5. SOUTH 01° 26' 27" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WEILAND ROAD, A DISTANCE OF 244.27 FEET TO AN ANGLE POINT IN SAID LINE; THENCE,**
- 6. SOUTH 32° 14' 40" WEST, A DISTANCE OF 6.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE,**
- 7. SOUTH 89° 38' 31" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 245.85 FEET TO A POINT; THENCE,**
- 8. NORTH 00° 21' 29" WEST, ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 198.54 FEET TO AN ANGLE POINT; THENCE,**
- 9. NORTH 37° 50' 27" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 101.47 FEET TO A POINT; THENCE,**



10. NORTH 51° 24' 07" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LAND OF EASTMAN KODAK COMPANY, A DISTANCE OF 114.77 FEET TO A POINT; THENCE,
11. NORTH 66° 46' 37" WEST, A DISTANCE OF 84.74 FEET TO A POINT; THENCE,
12. NORTH 79° 31' 07" WEST, A DISTANCE OF 108.84 FEET TO A POINT; THENCE,
13. SOUTH 88° 50' 03" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 118.44 FEET TO A POINT; THENCE,
14. SOUTH 77° 57' 03" WEST, A DISTANCE OF 109.20 FEET TO A POINT; THENCE,
15. SOUTH 69° 45' 13" WEST, A DISTANCE OF 55.21 FEET TO A POINT; THENCE,
16. SOUTH 67° 16' 03" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 469.49 FEET TO A POINT; THENCE,
17. SOUTH 00° 21' 29" EAST, ALONG THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE WEST AND LANDS NOW OR FORMERLY OF JOSEPH DECAROLIS ON THE EAST, A DISTANCE OF 184.30 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE,
18. SOUTH 89° 38' 31" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF RIDGEWAY AVENUE, A DISTANCE OF 84.78 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE,
19. SOUTH 72° 16' 54" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 94.48 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE EAST AND LANDS NOW OR FORMERLY OF JOHN D. WILSON ON THE WEST; THENCE,
20. NORTH 17° 43' 06" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 130.46 FEET TO A POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF LANDS OF WILSON; THENCE,
21. SOUTH 68° 01' 03" WEST, ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY (BEING THE NORTHERLY LINE OF LANDS OF WILSON) A DISTANCE OF 126.41 FEET TO A POINT; THENCE,
22. SOUTH 68° 04' 43" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 473.45 FEET TO A POINT; THENCE,

23. SOUTH 68° 10' 54" WEST, A DISTANCE OF 64.20 FEET TO A POINT; THENCE,
24. SOUTH 68° 12' 43" WEST, A DISTANCE OF 171.81 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF CALVIN BONALDI ON THE EAST AND LANDS OF EASTMAN KODAK COMPANY ON THE WEST; THENCE,
25. SOUTH 00° 22' 06" EAST, ALONG SAID DIVISION LINE, A DISTANCE OF 72.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE; THENCE,
26. SOUTH 72° 16' 54" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 219.20 FEET TO AN ANGLE POINT IN SAID LINE; THENCE,
27. SOUTH 72° 19' 54" WEST, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 230.10 FEET TO A SECOND ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
28. NORTH 00° 27' 33" WEST, ALONG RIGHT-OF-WAY, A DISTANCE OF 13.12 FEET TO ANOTHER ANGLE POINT; THENCE,
29. SOUTHWESTERLY, CONTINUING ALONG THE ABOVE MENTIONED RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 2819.79 FEET AND A CENTRAL ANGLE OF 03° 51' 59", AN ARC DISTANCE OF 163.24 FEET TO A POINT OF TANGENCY; THENCE,
30. SOUTH 76° 10' 24" WEST, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 489.32 FEET TO AN ANGLE POINT; THENCE,
31. NORTH 13° 41' 17" WEST, A DISTANCE OF 29.72 FEET TO ANOTHER ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
32. SOUTH 76° 10' 22" WEST, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGEWAY AVENUE, A DISTANCE OF 586.65 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF LATONA ROAD; THENCE,
33. NORTH 05° 22' 10" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LATONA ROAD, A DISTANCE OF 164.37 FEET TO A POINT; THENCE,
34. SOUTH 65° 14' 03" WEST, A DISTANCE OF 11.29 FEET TO A POINT; THENCE,
35. SOUTH 72° 49' 03" WEST, A DISTANCE OF 17.78 FEET TO A POINT; THENCE,

36. NORTH 00° 21' 17" WEST, CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LATONA ROAD, A DISTANCE OF 260.88 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE,
37. NORTHERLY, CONTINUING ALONG SAID RIGHT-OF-WAY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 5764.58 FEET AND A CENTRAL ANGLE OF 03° 24' 00", AN ARC DISTANCE OF 342.08 FEET TO A POINT; THENCE,
38. NORTH 01° 20' 16" WEST, CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LATONA ROAD, A DISTANCE OF 232.67 FEET TO AN ANGLE POINT IN SAID LINE; THENCE,
39. NORTH 86° 14' 59" EAST, A DISTANCE OF 10.00 FEET TO SECOND ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE,
40. NORTH 86° 15' 18" EAST, A DISTANCE OF 183.33 FEET TO A POINT; THENCE,
41. NORTH 00° 36' 58" EAST, ALONG THE DIVISION LINE BETWEEN LANDS NOW FORMERLY OF ROBERT J. COLE ON THE WEST AND LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE EAST, A DISTANCE OF 343.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEILAND ROAD; THENCE,
42. EASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEILAND ROAD, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 5694.58 FEET AND A CENTRAL ANGLE OF 00° 31' 58", AN ARC DISTANCE OF 52.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE,
43. NORTHEASTERLY AND NORTHERLY, CONTINUING ALONG RIGHT-OF-WAY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 87° 42' 00", AN ARC DISTANCE OF 91.84 FEET TO A POINT OF TANGENCY; THENCE,
44. NORTH 00° 31' 00" WEST, ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 287.71 FEET TO A POINT; THENCE,
45. NORTH 89° 41' 53 " EAST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 254.00 FEET TO A POINT; THENCE,
46. NORTH 00° 31' 00" WEST, CONTINUING ACROSS LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 489.00 FEET TO A POINT; THENCE,
47. NORTH 89° 22' 00" EAST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 801.86 FEET TO A POINT; THENCE,

48. NORTH 00° 27' 57" WEST, A DISTANCE OF 563.00 FEET TO A POINT; THENCE,
49. NORTH 89° 22' 00" EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE,
50. NORTH 00° 38' 00" WEST, A DISTANCE OF 85.00 FEET TO A POINT; THENCE,
51. NORTH 89° 22' 00" EAST, A DISTANCE OF 300.00 FEET TO A POINT; THENCE,
52. SOUTH 00° 38' 00" EAST, A DISTANCE OF 85.00 FEET TO A POINT, SAID POINT FALLING ON THE WESTERLY EXTENSION OF THE DIVISION LINE BETWEEN LANDS NOW FORMERLY EASTMAN KODAK COMPANY ON THE SOUTH AND LANDS OF RIDGE VISTA SUBDIVISION ON THE NORTH; THENCE,
53. NORTH 89° 22' 00" EAST, ALONG SAID LINE AND CONTINUING ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE SOUTH AND LANDS OF RIDGE VISTA SUBDIVISION ON THE NORTH, A DISTANCE OF 846.09 FEET TO A POINT, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF RIDGE VISTA SUBDIVISION; THENCE,
54. NORTH 00° 24' 58" WEST, ALONG THE DIVISION LINE BETWEEN LANDS OF RIDGE VISTA SUBDIVISION ON THE WEST AND LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE EAST, A DISTANCE OF 614.96 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF LANDS OF EASTMAN KODAK COMPANY; THENCE,
55. NORTH 89° 41' 04" EAST, ALONG THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, BEING THE SOUTHERLY LINE OF KODA VISTA SUBDIVISION, BLOCK H, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 2224.41 FEET TO A POINT; THENCE,
56. SOUTH 00° 40' 44" EAST, ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 525.00 FEET TO A POINT; THENCE,
57. NORTH 89° 33' 10" EAST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 252.47 FEET TO A POINT; THENCE,
58. NORTH 00° 20' 37" WEST, A DISTANCE OF 155.16 FEET TO A POINT OF CURVATURE; THENCE,
59. NORTHEASTERLY AND EASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 89° 21' 26", AN ARC DISTANCE OF 93.58 FEET TO A POINT OF TANGENCY; THENCE,
60. NORTH 89° 00' 48" EAST, A DISTANCE OF 235.32 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD; THENCE,

61. SOUTH 00° 59' 12" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD, A DISTANCE OF 539.50 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE,
62. SOUTH 00° 27' 26" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 399.00 FEET TO A SECOND ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
63. SOUTH 89° 32' 33" WEST, A DISTANCE OF 15.00 FEET TO ANOTHER ANGLE POINT IN THE ABOVE MENTIONED RIGHT-OF-WAY LINE; THENCE,
64. SOUTH 05° 04' 19" EAST, A DISTANCE OF 99.44 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE,
65. SOUTH 03° 19' 58" WEST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD, A DISTANCE OF 400.88 FEET TO A POINT; THENCE,
66. SOUTH 03° 51' 28" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 551.56 FEET TO A POINT; THENCE,
67. SOUTH 00° 27' 27" EAST, CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD, A DISTANCE OF 398.54 FEET TO A POINT OF BEGINNING, CONTAINING 11,880,294 SQUARE FEET OR 272.734 ACRES OF LAND, MORE OR LESS.