



**Harter Secret & 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 - EAST**

<b><u>Property Address</u></b>	<b><u>Tax Map No.</u></b>
240 Eastman Avenue	075.82-3-12
220 Eastman Avenue	075.82-3-13
1991 Lake Avenue	075.83-1-18.003/EBPK
59 Goodwill Street	090.26-2-3.003
50 Goodwill Street	090.26-2-4.002
17 Woodside Street	090.26-2-5
325 W Ridge Road	090.26-2-14.002
70 Goodwill Street	090.26-2-28
10 Woodside Street	090.26-2-29
1981 Lake Avenue	090.27-1-1
1888 Lake Avenue	090.28-1-1
570 Maplewood Drive	090.28-1-2
540 Maplewood Drive	090.28-1-3
500 Maplewood Drive	090.28-1-6.002
480 Maplewood Drive	090.28-1-7
450 Maplewood Drive	090.28-1-8/EBPK
435 Maplewood Drive	090.28-1-11
1754 Lake Avenue	090.28-1-21.002

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December 12, 2016  
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1780 Lake Avenue	090.28-1-25
1850 Lake Avenue	090.28-1-29.001
224 Pullman Avenue	090.34-2-23
1645 Lake Avenue	090.35-1-2.003
200-240 W Ridge Road	090.35-1-2.006/EBPK
165 W Ridge Road	090.35-1-5
171 W Ridge Road	090.35-1-6
177-179 W Ridge Road	090.35-1-8
181-183 Primrose Street	090.35-1-9
181-189 W Ridge Road	090.35-1-14.001
136 Desmond Street	090.35-1-15.001
1700 Lake Avenue	090.36-1-4
1640 Lake Avenue	090.36-1-30.002
1650 Lake Avenue	090.36-1-39
145 W Ridge Road	090.43-3-4.004

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.

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.

City of Rochester  
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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 56

No. Pages : 41

Instrument EASEMENT WITHOUT A TPS584

Date : 12/06/2016

Time : 10:40:00AM

Control # 201612060197

Ref 1 #

Employee : AlanaM

Return To:  
BOX 80  
CKR

EASTMAN KODAK COMPANY

PEOPLE OF THE STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

COUNTY FEE NUMBER PAGES	\$	200.00
RECORDING FEE	\$	45.00

Total \$ 245.00

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



PI182-201612060197-41

5

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 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 110.083 +/- 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

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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.

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**SCHEDULE "A" PARCEL ADDRESSES AND TAX LOT INFORMATION**

<b><u>Property Address</u></b>	<b><u>Tax Map No.</u></b>
240 Eastman Avenue	075.82-3-12
220 Eastman Avenue	075.82-3-13
1991 Lake Avenue	075.83-1-18.003/EBPK
59 Goodwill Street	090.26-2-3.003
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17 Woodside Street	090.26-2-5
325 W Ridge Road	090.26-2-14.002
✓70 Goodwill Street	090.26-2-28
10 Woodside Street	090.26-2-29
✓1981 Lake Avenue	090.27-1-1
1888 Lake Avenue	090.28-1-1
✓570 Maplewood Drive	090.28-1-2
540 Maplewood Drive	090.28-1-3
500 Maplewood Drive	090.28-1-6.002
✓480 Maplewood Drive	090.28-1-7
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435 Maplewood Drive	090.28-1-11
1754 Lake Avenue	090.28-1-21.002
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1850 Lake Avenue	090.28-1-29.001
224 Pullman Avenue	090.34-2-23
✓1645 Lake Avenue	090.35-1-2.003
✓200-240 W Ridge Road	090.35-1-2.006/EBPK
165 W Ridge Road	090.35-1-5
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177-179 W Ridge Road	090.35-1-8
181-183 Primrose Street	090.35-1-9
✓181-189 W Ridge Road	090.35-1-14.001
136 Desmond Street	090.35-1-15.001
1700 Lake Avenue	090.36-1-4
✓1640 Lake Avenue	090.36-1-30.002
1650 Lake Avenue	090.36-1-39
145 W Ridge Road	090.43-3-4.004

County: Monroe Site No: 828071 Order on Consent Index : CO8-2011-10022

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**SCHEDULE "B" DEED INFORMATION**

EBP-E

Schedule of Source Deeds

- A) Quit Claim Deed dated 6-10-1953, recorded 6-10-1953 in Liber 2830 of Deeds, page 369.
- B) Quit Claim Deed dated 12-22-1953 recorded 12-31-1953 in Liber 2873 of Deeds, Page 184.
- C) Quit Claim Deed dated 6-10-1953, recorded 6-10-1953 in Liber 2830 of Deeds, page 372.
- D) Quit Claim Deed dated 1-21-1980 recorded 9-25-1980 in Liber 5864 of Deeds, page 63, Parcel E.
- E) Warranty Deed dated 12-5-1962 and recorded 12-5-1962 in Liber 3450 of Deeds, page 479.
- F) Warranty Deed dated 10-8-1912 and recorded 10-8-1912 in Liber 945 of Deeds, page 426.
- G) Warranty Deed dated 8-20-1943 and recorded 6-26-1944 in Liber 2189 of Deeds, page 540.
- H) Quit Claim Deed dated 11-18-1982 recorded 8-9-1983 in Liber 6363 of Deeds, page 174.
- I) Warranty Deed dated 6-28-1963 and recorded 6-28-1963 in Liber 3489 of Deeds, page 53. Also Parcel E, D and H on Liber 5864 of Deeds, Page 63.
- J) Warranty Deed dated 12-30-1987 and recorded 12-31-1987 in Liber 7251 of Deeds, Page 224.
- K) Warranty Deed dated 3-14-1969, and recorded 4-3-1969 in Liber 3973 of Deeds, Page 597.
- L) Warranty Deed dated 5-2-1968, and recorded 5-2-1968 in Liber 3897 of Deeds, Page 353.
- M) Warranty Deed dated 11-13-1967, and recorded 11-13-1967 in Liber 3861 of Deeds, Page 179.
- N) Bargain and Sale Deed dated 11-27-1985, and recorded 12-23-1985 in Liber 6831 of Deeds, page 294.
- O) Warranty Deed dated 5-16-1968, and recorded 5-16-1968 in Liber 3900 of Deeds, Page 261.
- P) Warranty Deed dated 3-30-1968, and recorded 4-1-1968 in Liber 3890 of Deeds, Page 136.
- Q) Warranty Deed dated 6-\_\_-1967, and recorded 6-7-1967 in Liber 3817 of Deeds, Page 513.
- R) Warranty Deed dated 8-7-1962, and recorded 8-15-1962 in Liber 3426 of Deeds, Page 527.
- S) Warranty Deed dated 9-21-1962, and recorded 9-21-1962 in Liber 3435 of Deeds, Page 126.
- T) Warranty Deed dated 11-30-1962, and recorded 12-5-1962 in Liber 3450 of Deeds, Page 506.
- U) Warranty Deed dated 10-14-1963, and recorded 10-14-1963 in Liber 3513 of Deeds, Page 555.

- V) Warranty Deed dated 6-27-1963, and recorded 6-28-1963 in Liber 3489 of Deeds, Page 107.
- W) Warranty Deed dated 5-3-1963, and recorded 5-3-1963 in Liber 3476 of Deeds, Page 373.
- X) Warranty Deed dated 5-31-1963, and recorded 5-31-1963 in Liber 3482 of Deeds, Page 224.
- Y) Warranty Deed dated 6-21-1963, and recorded 6-21-1963 in Liber 3487 of Deeds, Page 142.
- Z) Warranty Deed dated 4-2-1963, and recorded 5-1-1963 in Liber 3476 of Deeds, Page 46.
- A1) Warranty Deed dated 5-21-1963, and recorded 5-21-1963 in Liber 3479 of Deeds, Page 587.
- B1) Warranty Deed dated 5-9-1963, and recorded 5-14-1963 in Liber 3478 of Deeds, Page 410.
- C1) Warranty Deed dated 6-21-1962, and recorded 6-21-1962 in Liber 3414 of Deeds, Page 74.
- D1) Warranty Deed dated 6-28-1966, and recorded 6-28-1966 in Liber 3744 of Deeds, Page 381.
- E1) Warranty Deed dated 7-2-1963, and recorded 7-2-1963 in Liber 3489 of Deeds, Page 584.
- F1) Trustee's Deed dated 5-30-1997, and recorded 5-30-1997 in Liber 8874 of Deeds, Page 611.
- G1) City of Rochester Ordinance No. 1969-139 and Ordinance No. 1969-140.
- H1) City of Rochester Ordinance No. 1999-281 and City of Rochester Ordinance No. 2001-265.
- I1) Warranty Deed dated 12-20-1957, and recorded 12-20-1957 in Liber 3137 of Deeds, Page 310.
- 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.
- L1) Warranty Deed dated 3-11-1977 and recorded on 3-11-1977 in Liber 5185 of Deeds, Page 196.
- M1) Warranty Deed dated 8-30-1988 and recorded on 8-31-1988 in Liber 7430 of Deeds, Page 91.
- N1) Warranty Deed dated 6-5-1968 and recorded on 6-5-1968 in Liber 3905 of Deeds, Page 123.
- O1) Warranty Deed dated 11-15-1967 and recorded on 11-16-1967 in Liber 3862 of Deeds, Page 229.
- P1) Warranty Deed dated 8-29-1969 and recorded on 8-29-1969 in Liber 4007 of Deeds, Page 571.



- Q1) Warranty Deed dated 9-1-1967 and recorded on 9-1-1967 in Liber 3843 of Deeds, Page 243.
- R1) Warranty Deed dated 12-20-1973 and recorded on 12-20-1973 in Liber 4575 of Deeds, Page 264.
- S1) Warranty Deed dated 3-25-1968 and recorded on 3-27-1968 in Liber 3889 of Deeds, Page 38.
- T1) Executor's Deed dated 10-14-1972 and recorded on 11-6-1972 in Liber 4353 of Deeds, Page 162.
- U1) Quit Claim Deed dated 10-14-1972 and recorded on 11-6-1972 in Liber 4353 of Deeds, Page 165.
- V1) Warranty Deed dated 3-22-1967 and recorded on 4-14-1967 in Liber 3806 of Deeds, Page 576.
- W1) Warranty Deed dated 9-13-1968 and recorded on 9-13-1968 in Liber 3931 of Deeds, Page 93.
- X1) City of Rochester Ordinance No 1998-316.
- Y1) Warranty Deed dated 4-17-1969 and recorded on 4-17-1969 in Liber 3976 of Deeds, Page 311.
- Z1) Warranty Deed dated 3-11-1977 and recorded on 3-11-1977 in Liber 3185 of Deeds, Page 196.
- A2) Warranty Deed dated 12-27-1967 and recorded on 1-15-1968 in Liber 3874 of Deeds, Page 553.
- B2) Quit Claim Deed dated 1-27-1993 and recorded on 4-1-1993 in Liber 8322 of Deeds, Page 619.
- C2) Warranty Deed dated 11-15-2000 and recorded 11-22-2000 in Liber 9390 of Deeds, Page 581.
- D2) Quit Claim Deed dated 2-29-1968 and recorded 3-8-1968 in Liber 3885 of Deeds, Page 213.
- E2) Warranty Deed dated 5-24-1967 and recorded 5-24-1967 in Liber 3815 of Deeds, Page 57.
- F2) Warranty Deed dated 11-10-1965 and recorded 11-10-1965 in Liber 3691 of Deeds, Page 367.
- G2) Warranty Deed dated 8-2-1967 and recorded 8-2-1967 in Liber 3833 of Deeds, Page 582.

H2) Warranty Deed dated 10-24-1946 and recorded 10-24-1946 in Liber 2369 of Deeds, Page 399.

I2) Warranty Deed dated 10-11-1965 and recorded 10-11-1965 in Liber 3681 of Deeds, Page 163.

J2) Warranty Deed dated 1-13-1966 and recorded 1-13-1966 in Liber 3707 of Deeds, Page 398.

K2) Warranty Deed dated 6-25-1946 and recorded 7-25-1946 in Liber 2347 of Deeds, Page 434.

L1) Warranty Deed dated 9-22-1967 and recorded 9-22-1967 in Liber 3848 of Deeds, Page 390 and Quit Claim Deed dated 9-22-1967 and recorded 9-22-1967 in Liber 3848 of Deeds, Page 388.

M2) Warranty Deed dated 6-30-1967 and recorded 6-30-1967 in Liber 3824 of Deeds, Page 250 and Quit Claim Deed dated 7-3-1967 and recorded 7-7-1967 in Liber 3826 of Deeds, Page 67.

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

O2) Warranty Deed dated 11-18-1953 and recorded 11-25-1953 in Liber 2866 of Deeds, Page 461.

P2) Warranty Deed dated 1-30-1975 and recorded 1-30-1975 in Liber 4788 of Deeds, Page 152.

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

R2) Warranty Deed dated 11-10-1971 and recorded 12-10-1971 in Liber 4182 of Deeds, Page 129.

S2) Executor's Deed dated 11-26-1975 and recorded 2-26-1976 in Liber 4982 of Deeds, Page 163.

T2) Warranty Deed dated 7-8-1974 and recorded 7-17-1974 in Liber 4683 of Deeds, Page 28 and Warranty Deed dated 7-8-1974 and recorded 7-17-1974 in Liber 4683 of Deeds, Page 30.

U2) Warranty Deed dated 12-22-1966 and recorded 12-22-1966 in Liber 3787 of Deeds, Page 453.

V2) Warranty Deed dated 12-22-1966 and recorded 12-22-1966 in Liber 3787 of Deeds, Page 521.

W2) Warranty Deed dated 12-28-1966 and recorded 12-28-1966 in Liber 3788 of Deeds, Page 243.

- X2) Warranty Deed dated 10-6-1966 and recorded 10-11-1966 in Liber 3772 of Deeds, Page 329.
- Y2) Warranty Deed dated 10-10-1966 and recorded 10-13-1966 in Liber 3772 of Deeds, Page 549.
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- N10) Warranty Deed dated 5-12-1955 and recorded 5-12-1955 in Liber 2962 of Deeds, page 126.
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- R10) Warranty Deed dated 8-4-1969 and recorded 8-4-1969 in Liber 4001 of Deeds, page 538.
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- M11) Warranty Deed dated 6-14-1968 and recorded 6-14-1968 in Liber 3907 of Deeds, page 172 and Quit Claim Deed dated 6-14-1968 and recorded 6-14-1968 in Liber 3907 of Deeds, page 174.
- N11) Warranty Deed dated 12-28-1965 and recorded 12-29-1965 in Liber 3703 of Deeds, page 595 and Quit Claim Deed dated 12-28-1965 and recorded 12-29-1965 in Liber 3704 of Deeds, page 1.
- O11) Warranty Deed dated 12-30-1966 and recorded 12-30-1966 in Liber 3789 of Deeds, page 150 and Quit Claim Deed dated 12-30-1966 and recorded 12-30-1966 in Liber 3789 of Deeds, page 152.
- P11) Warranty Deed dated 11-9-1966 and recorded 11-10-1966 in Liber 3779 of Deeds, page 120 and Quit Claim Deed dated 11-9-1966 and recorded 11-10-1966 in Liber 3779 of Deeds, page 122.
- Q11) Warranty Deed dated 10-25-1966 and recorded 10-25-1966 in Liber 3775 of Deeds, page 224 and Quit Claim Deed dated 10-25-1966 and recorded 10-25-1966 in Liber 3775 of Deeds, page 226.
- R11) Warranty Deed dated 5-19-1967, and recorded 5-19-1967 in Liber 3814 of Deeds, page 47.
- S11) Warranty Deed dated 7-6-1967, and recorded 7-12-1967 in Liber 3827 of Deeds, Page 171.
- T11) Warranty Deed dated 5-26-1967, and recorded 5-26-1967 in Liber 3815 of Deeds, Page 295.
- U11) Warranty Deed dated 6-28-1967, and recorded 6-28-1967 in Liber 3823 of Deeds, Page 143.

- V11) Warranty Deed dated 6-29-1967, and recorded 6-29-1967 in Liber 3823 of Deeds, Page 351.
- W11) Warranty Deed dated 5-10-1967, and recorded 7-10-1967 in Liber 3826 of Deeds, Page 380.
- X11) Warranty Deed dated 4-12-1967, and recorded 4-13-1967 in Liber 3806 of Deeds, Page 349.
- Z11) Warranty Deed dated 8-21-1967, and recorded 8-21-1967 in Liber 3839 of Deeds, Page 130.
- A12) Warranty Deed dated 10-10-1967, and recorded 10-10-1967 in Liber 3853 of Deeds, Page 52.
- B12) Warranty Deed dated 6-29-1967, and recorded 6-29-1967 in Liber 3823 of Deeds, Page 443.
- C12) Warranty Deed dated 6-23-1967, and recorded 6-23-1967 in Liber 3822 of Deeds, Page 90.
- D12) Warranty Deed dated 5-19-1967, and recorded 5-22-1967 in Liber 3814 of Deeds, Page 302.
- E12) Warranty Deed dated 8-30-1967, and recorded 8-30-1967 in Liber 3842 of Deeds, Page 113.
- F12) Warranty Deed dated 7-23-1968, and recorded 7-23-1968 in Liber 3917 of Deeds, Page 365.
- G12) Warranty Deed dated 2-26-1968, and recorded 3-6-1968 in Liber 3884 of Deeds, Page 418.
- H12) Warranty Deed dated 11-28-1967, and recorded 12-4-1967 in Liber 3866 of Deeds, Page 250.
- I12) Warranty Deed dated 6-1-1967, and recorded 6-1-1967 in Liber 3816 of Deeds, Page 296.
- K12) Warranty Deed dated 6-17-1982, and recorded 6-17-1982 in Liber 6157 of Deeds, Page 233.
- L12) Warranty Deed dated 7-23-1968, and recorded 8-16-1968 in Liber 3923 of Deeds, Page 556.
- M12) Warranty Deed dated 1-13-1969, and recorded 1-13-1969 in Liber 3957 of Deeds, Page 480.

- N12) Warranty Deed dated 7-13-1967, and recorded 7-14-1967 in Liber 3828 of Deeds, Page 130.
- O12) Warranty Deed dated 6-16-1967, and recorded 6-16-1967 in Liber 3820 of Deeds, Page 135.
- F12) Warranty Deed dated 6-30-1967, and recorded 6-30-1967 in Liber 3824 of Deeds, Page 86.
- Q12) Warranty Deed dated 5-24-1967, and recorded 5-24-1967 in Liber 3815 of Deeds, Page 53.
- R12) Warranty Deed dated 6-27-1997, and recorded 6-27-1997 in Liber 8885 of Deeds, Page 361.
- S12) Warranty Deed dated 6-15-1967 and recorded 6-15-1967 in Liber 3819 of Deeds, Page 372.
- T12) Warranty Deed dated 6-14-1967 and recorded 6-14-1967 in Liber 3819 of Deeds, Page 202.
- U12) Warranty Deed dated 7-21-1967 and recorded 7-21-1967 in Liber 3830 of Deeds, Page 24.
- V12) Warranty Deed dated 8-2-1967 and recorded 8-11-1967 in Liber 3836 of Deeds, Page 331.
- W12) Warranty Deed dated 10-25-1967 and recorded 10-25-1967 in Liber 3856 of Deeds, Page 316.
- X12) Warranty Deed dated 10-30-1967 and recorded 10-30-1967 in Liber 3857 of Deeds, Page 477.
- Y12) Committee Deed dated 1-8-1968 and recorded 1-11-1968 in Liber 3874 of Deeds, Page 151.
- Z12) Warranty Deed dated 1-18-1968 and recorded 1-18-1968 in Liber 3875 of Deeds, Page 368.
- A13) Warranty Deed dated 3-4-1968 and recorded 3-4-1968 in Liber 3884 of Deeds, Page 145.
- B13) Warranty Deed dated 11-16-1967 and recorded 11-16-1967 in Liber 3862 of Deeds, Page 246.
- C13) Warranty Deed dated 8-30-1967 and recorded 8-30-1967 in Liber 3842 of Deeds, Page 190.
- D13) Warranty Deed dated 4-11-1978 and recorded 6-8-1978 in Liber 5444 of Deeds, Page 259.
- E13) Warranty Deed dated 8-30-1967 and recorded 9-8-1967 in Liber 3844 of Deeds, Page 573.
- F13) Warranty Deed dated 10-2-1967 and recorded 10-2-1967 in Liber 3851 of Deeds, Page 177.

- Q13) Warranty Deed dated 2-23-1968 and recorded 2-23-1968 in Liber 3882 of Deeds, Page 267.
- H13) Warranty Deed dated 4-2-1968 and recorded 4-4-1968 in Liber 3891 of Deeds, Page 106.
- I13) Warranty Deed dated 9-21-1967 and recorded 9-21-1967 in Liber 3848 of Deeds, Page 250.
- J13) Warranty Deed dated 6-5-1968 and recorded 6-5-1968 in Liber 3905 of Deeds, Page 124.
- K13) Warranty Deed dated 11-15-1967 and recorded 11-15-1967 in Liber 3862 of Deeds, Page 26.
- L13) Warranty Deed dated 9-28-1967 and recorded 9-28-1967 in Liber 3850 of Deeds, Page 207.
- M13) Quit Claim Deed dated 9-1-1967 and recorded 9-5-1967 in Liber 3843 of Deeds, Page 455.
- N13) Warranty Deed dated 9-1-1967 and recorded 9-5-1967 in Liber 3843 of Deeds, Page 457.
- O13) Warranty Deed dated 7-25-1967 and recorded 7-25-1967 in Liber 3830 of Deeds, Page 527.
- P13) Warranty Deed dated 8-15-1967 and recorded 8-28-1967 in Liber 3841 of Deeds, Page 155.
- Q13) Ordinance No. 1969-138
- R13) Warranty Deed dated 10-6-1967 and recorded 10-6-1967 in Liber 3852 of Deeds, Page 376.
- S13) Warranty Deed dated 6-29-1967 and recorded 6-29-1967 in Liber 3823 of Deeds, Page 508.
- T13) Warranty Deed dated 11-25-1912 and recorded 11-25-1912 in Liber 901 of Deeds, page 317.
- U13) Warranty Deed dated 12-12-1912 and recorded 12-16-1912 in Liber 895 of Deeds, page 367.
- V13) Warranty Deed dated 6-23-1939 and recorded 8-17-1939 in Liber 1966 of Deeds, page 131.
- V13) Warranty Deed dated 7-18-1939 and recorded 7-18-1939 in Liber 1966 of Deeds, page 128.
- W13) Executor's Deed dated 7-2-1964 and recorded 7-2-1964 in Liber 3568 of Deeds, page 128.
- X13) Warranty Deed dated 7-2-1964 and recorded 7-2-1964 in Liber 3568 of Deeds, page 125.



- Y13) Warranty Deed dated 10-6-1989 and recorded 10-10-1989 in Liber 7750 of Deeds, page 190.
- Z13) Warranty Deed dated 2-9-1996 and recorded 2-22-1996 in Liber 8708 of Deeds, page 295.
- A14) Warranty Deed dated 3-4-1965 and recorded 3-4-1965 in Liber 3624 of Deeds, page 358.
- B14) Warranty Deed dated 6-18-1982 and recorded 6-18-1982 in Liber 6157 of Deeds, page 331.
- C14) Warranty Deed dated 11-2-1964 and recorded 11-2-1964 in Liber 3598 of Deeds, page 213.
- D14) Warranty Deed dated 6-23-1961 and recorded 6-23-1961 in Liber 3341 of Deeds, page 350.
- E14) Warranty Deed dated 10-6-1966 and recorded 10-6-1966 in Liber 3771 of Deeds, page 396.
- F14) Warranty Deed dated 1-31-1974 and recorded 1-31-1974 in Liber 4595 of Deeds, page 147.
- G14) Warranty Deed dated 7-31-1964 and recorded 8-5-1964 in Liber 3576 of Deeds, page 43.
- H14) Warranty Deed dated 6-28-1957 and recorded 6-28-1957 in Liber 3103 of Deeds, page 182.
- I14) Warranty Deed dated 9-25-1964 and recorded 9-30-1964 in Liber 3590 of Deeds, page 167.
- J14) Warranty Deed dated 6-1-1972 and recorded 6-1-1972 in Liber 4260 of Deeds, page 160.
- K14) Warranty Deed dated 1-9-1996 and recorded 1-9-1996 in Liber 8693 of Deeds, page 569.
- L14) Warranty Deed dated 9-15-1971 and recorded 9-21-1971 in Liber 4152 of Deeds, page 422.
- M14) Warranty Deed dated 8-1-1997 and recorded 8-1-1997 in Liber 8900 of Deeds, page 671.
- N14) Warranty Deed dated 10-28-1912 and recorded 10-28-1912 in Liber 885 of Deeds, page 415.
- O14) Grant & Release Deed dated 11-3-1958 and recorded 11-19-1958 in Liber 3180 of Deeds, page 500.
- P14) Warranty Deed dated 8-30-1979 and recorded 8-30-1979 in Liber 5671 of Deeds, page 130.
- Q14) Warranty Deed dated 8-5-1965 and recorded 8-5-1965 in Liber 3661 of Deeds, Page 510.
- R14) Warranty Deed dated 7-10-1959 and recorded 7-10-1959 in Liber 3220 of Deeds, Page 144.
- S14) Warranty Deed dated 8-19-1959 and recorded 8-19-1959 in Liber 3228 of Deeds, Page 353.

T14) Warranty Deed dated 3-29-1956 and recorded 3-29-1956 in Liber 3023 of Deeds, Page 530.

**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 SOUTHERLY 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 SOUTHERLY 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 SOUTHERLY 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 SOUTHERLY 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-OF-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 O 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,

11. 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.