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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 address and tax map number:

EASTMAN BUSINESS PARK - X

<u>Property Address</u>	<u>Tax Map No.</u>
✓ 2400 Mt. Read Boulevard	090.23-1-9.002/EBPK

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.

City of Rochester
December 12, 2016
Page 2

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

Return To:
BOX 80
CKR
-

Receipt # 1515014

Index DEEDS

Book 11792 Page 130

No. Pages : 14

Instrument EASEMENT WITHOUT A TPS584

Date : 12/06/2016

Time : 10:40:00AM

Control # 201612060200

EASTMAN KODAK COMPANY

DEPARTMENT OF ENVIRONMENTAL CONSERVATION
PEOPLE OF THE STATE OF NEW YORK

Ref 1 #

Employee : AlanaM

COUNTY FEE NUMBER PAGES	\$	65.00
RECORDING FEE	\$	45.00

Total \$ 110.00

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



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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 28th day of November, 2015, 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 located at the address of 2400 Mt. Read Boulevard in the City of Rochester, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel number: Section 090.23 Block 1 Lot 9.2/EBPK (being a portion of the Eastman Business Park - X), 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 "A". The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 42.577 +/- 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 "B"; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure protection of public health and the environment and to achieve the requirements for remediation

RECORDED
NOV 19 2015
MONROE COUNTY CLERK

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: 828092
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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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.

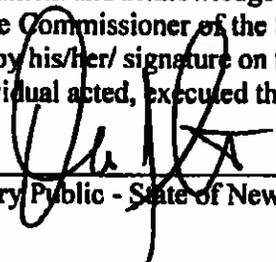
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 28th 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, 2016

SCHEDULE "A" DEED INFORMATION

EBP-X

Schedule of Source Deeds

- A) Warranty Deed dated 6-13-1916 and recorded on 6-24-1916 in Liber 988 of Deeds, Page 20.
- B) Quit Claim Deed dated 9-11-1936 and recorded on 9-11-1936 in Liber 1779 of Deeds, Page 332.
- C) Warranty Deed dated 11-30-1937 and recorded on 12-1-1937 in Liber 1863 of Deeds, Page 473.
- D) Warranty Deed dated 9-19-1941 and recorded on 9-22-1941 in Liber 1974 of Deeds, Page 521.
- E) Quit Claim Deed dated 6-10-1947 and recorded on 6-12-1947 in Liber 2410 of Deeds, Page 72.
- F) Warranty Deed dated 6-22-1949 and recorded on 6-22-1949 in Liber 2554 of Deeds, Page 13.
- G) Warranty Deed dated 12-5-1949 and recorded on 12-6-1949 in Liber 2583 of Deeds, Page 257.
- H) Warranty Deed dated 12-12-1949 and recorded on 12-12-1949 in Liber 2584 of Deeds, Page 188.
- I) Warranty Deed dated 12-28-1949 and recorded on 12-28-1949 in Liber 2586 of Deeds, Page 424.
- J) Warranty Deed dated 12-29-1949 and recorded on 12-30-1949 in Liber 2587 of Deeds, Page 263.
- K) Warranty Deed dated 12-30-1949 and recorded on 12-30-1949 in Liber 2587 of Deeds, Page 265.
- L) Deed dated 2-2-1951 and recorded on 3-23-1957 in Liber 2668 of Deeds, Page 418.
- M) Warranty Deed dated 2-3-1954 and recorded on 2-3-1954 in Liber 2879 of Deeds, Page 6.
- N) Warranty Deed dated 2-15-1954 and recorded on 2-15-1954 in Liber 2880 of Deeds, Page 440.
- O) Warranty Deed dated 1-6-1954 and recorded on 2-15-1954 in Liber 2880 of Deeds, Page 443.
- P) Deed dated 3-24-1954 and recorded on 3-31-1954 in Liber 2888 of Deeds, Page 325.
- Q) Quit Claim Deed dated 3-18-1955 and recorded on 6-8-1955 in Liber 2967 of Deeds, Page 424.
- R) Quit Claim Deed dated 6-6-1955 and recorded on 6-8-1955 in Liber 2967 of Deeds, Page 435.
- S) Warranty Deed dated 6-29-1955 and recorded on 7-14-1955 in Liber 2975 of Deeds, Page 267 and by Quit Claim Deed dated 7-11-1957 and recorded on 7-18-1957 in Liber 3107 of Deeds, Page 200.
- T) Warranty Deed dated 7-21-1955 and recorded on 7-21-1955 in Liber 2976 of Deeds, Page 522.
- U) Warranty Deed dated 8-17-1955 and recorded on 8-17-1955 in Liber 2983 of Deeds, Page 154.
- V) Warranty Deed dated 8-17-1955 and recorded on 8-17-1955 in Liber 2983 of Deeds, Page 156.
- W) Warranty Deed dated 11-4-1955 and recorded on 11-4-1955 in Liber 3000 of Deeds, Page 31.

2400 Mt. Read Boulevard
1057 West Ridge Road

- X) Warranty Deed dated 8-22-1957 and recorded on 2-13-1958 in Liber 3144 of Deeds, Page 148.
- Y) Warranty Deed dated 2-4-1963 and recorded on 2-13-1963 in Liber 3163 of Deeds, Page 211.
- Z) Warranty Deed dated 11-23-1965 and recorded on 11-24-1965 in Liber 3695 of Deeds, Page 119.
- A1) Warranty Deed dated 11-24-1965 and recorded on 11-24-1965 in Liber 3695 of Deeds, Page 167.
- B1) Warranty Deed dated 1-6-1966 and recorded on 1-6-1966 in Liber 3706 of Deeds, Page 80.
- C1) Warranty Deed dated 1-9-1967 and recorded on 1-9-1967 in Liber 3790 of Deeds, Page 224.
- D1) Warranty Deed dated 11-3-1967 and recorded on 1-24-1968 in Liber 3877 of Deeds, Page 3.
- E1) Deed dated 11-21-1980 and recorded on 12-19-1980 in Liber 5910 of Deeds, Page 168.

SCHEDULE "B" PROPERTY DESCRIPTION

**ENVIRONMENTAL EASEMENT
EBP-X-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 EASTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WHEATLAND STREET; THENCE,

- 1. NORTH 00° 27' 58" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MT. READ BOULEVARD, A DISTANCE OF 190.78 FEET TO A POINT; THENCE,**
- 2. NORTH 89° 52' 42" EAST, ACROSS LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 275.02 FEET TO A POINT; THENCE,**
- 3. NORTH 00° 07' 18" WEST, CONTINUING ACROSS LANDS NOW OR FORMERLY EASTMAN KODAK COMPANY, A DISTANCE OF 112.00 FEET TO A POINT; THENCE,**
- 4. NORTH 89° 35' 40" EAST, CONTINUING ACROSS LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 1236.00 FEET TO A POINT; THENCE,**
- 5. NORTH 00° 24' 20" WEST, A DISTANCE OF 77.40 FEET TO A POINT ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE SOUTH AND LANDS NOW OR FORMERLY OF CARESTREAM HEALTH, INC. ON THE NORTH; THENCE,**
- 6. NORTH 89° 35' 40" EAST, ALONG SAID DIVISION LINE, A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING AN ANGLE POINT IN THE AFOREMENTIONED DIVISION LINE; THENCE,**
- 7. NORTH 00° 24' 20" WEST, CONTINUING ALONG SAID DIVISION LINE, A DISTANCE OF 2.60 FEET TO A SECOND ANGLE POINT; THENCE,**
- 8. NORTH 89° 35' 40" EAST, CONTINUING ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE SOUTH AND LANDS OF CARESTREAM HEALTH INC. ON THE NORTH, A DISTANCE OF 452.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF LANDS OF CARESTREAM HEALTH, INC.**
- 9. NORTH 00° 24' 20" WEST, CONTINUING ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE EAST AND LANDS OF**

CARESTREAM HEALTH, INC. ON THE WEST A DISTANCE OF 458.30 FEET TO AN ANGLE POINT IN THE SAID DIVISION LINE; THENCE,

10. SOUTH 89° 35' 40" WEST, CONTINUING ALONG SAID DIVISION LINE, A DISTANCE OF 38.00 FEET TO A SECOND ANGLE POINT; THENCE,
11. NORTH 00° 24' 20" WEST, CONTINUING ALONG THE AFOREMENTIONED DIVISION LINE, A DISTANCE OF 60.00 FEET TO ANOTHER ANGLE POINT IN THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY AND LANDS OF CARESTREAM HEALTH, INC.; THENCE,
12. SOUTH 89° 35' 40" WEST, ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE NORTH AND LANDS OF CARESTREAM HEALTH, INC. ON THE SOUTH, A DISTANCE OF 288.22 FEET TO AN ANGLE POINT; THENCE,
13. NORTH 00° 24' 20" WEST, ALONG THE DIVISION LINE BETWEEN LANDS OF EASTMAN KODAK COMPANY ON THE EAST AND LANDS OF CARESTREAM HEALTH, INC. ON THE WEST, A DISTANCE OF 391.21 FEET TO A POINT, SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF LANDS OF CARESTREAM HEALTH, INC.; THENCE,
14. NORTH 89° 34' 08" EAST, ALONG THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF PATRICK G. FITZGERALD ON THE NORTH AND LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY ON THE SOUTH, AND CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, DISTANCE OF 540.73 FEET TO A POINT; THENCE,
15. NORTH 00° 47' 33" WEST, ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 343.32 FEET TO A POINT; THENCE,
16. NORTH 89° 12' 27" EAST, A DISTANCE OF 47.23 FEET TO A POINT; THENCE,
17. NORTH 41° 02' 32" EAST, A DISTANCE OF 22.19 FEET TO A POINT; THENCE,
18. NORTH 00° 48' 47" WEST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 70.00 FEET TO A POINT; THENCE,
19. NORTH 89° 11' 13" EAST, A DISTANCE OF 156.45 FEET TO A POINT; THENCE,
20. NORTH 00° 52' 08" WEST, CONTINUING ACROSS LANDS OF EASTMAN KODAK COMPANY, A DISTANCE OF 148.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD; THENCE,
21. SOUTH 81° 49' 02" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST RIDGE ROAD, A DISTANCE OF 564.45 FEET TO A POINT, SAID POINT

BEING THE NORTHEASTERLY CORNER OF LANDS OF EASTMAN KODAK COMPANY; THENCE,

22. SOUTH 26° 54' 00" WEST, ALONG THE EASTERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, SAID LINE BEING THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF THE ROCHESTER & SOUTHERN RAILROAD, A DISTANCE OF 161.55 FEET TO AN ANGLE POINT IN THE SAID LINE; THENCE, CONTINUING ALONG SAID LINE THE FOLLOWING EIGHT (8) COURSES
23. SOUTH 37° 06' 32" WEST, A DISTANCE OF 75.98 FEET TO A POINT; THENCE,
24. SOUTH 56° 45' 38" EAST, A DISTANCE OF 18.93 FEET TO A POINT; THENCE,
25. SOUTH 26° 53' 59" WEST, A DISTANCE OF 133.54 FEET TO A POINT OF CURVATURE; THENCE,
26. SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS 1927.47 FEET AND A CENTRAL ANGLE OF 27° 25' 25", AN ARC DISTANCE OF 922.55 FEET TO A POINT OF TANGENCY; THENCE,
27. SOUTH 00° 31' 25" EAST, A DISTANCE OF 233.04 FEET TO AN ANGLE POINT; THENCE,
28. SOUTH 88° 42' 43" WEST, A DISTANCE OF 30.65 FEET TO A POINT; THENCE,
29. SOUTH 00° 32' 32" EAST, A DISTANCE OF 247.07 FEET TO A POINT; THENCE,
30. SOUTH 12° 27' 02" EAST, A DISTANCE OF 79.89 FEET TO A POINT, SAID POINT BEING THE MOST SOUTHEASTERLY CORNER OF LANDS OF EASTMAN KODAK COMPANY; THENCE,
31. SOUTH 89° 33' 34" WEST, ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF EASTMAN KODAK COMPANY, A DISTANCE OF 1755.48 TO AN ANGLE POINT IN SAID LINE; THENCE,
32. SOUTH 00° 26' 20" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2.95 FEET TO A SECOND ANGLE POINT IN SAID LINE; THENCE,
33. SOUTH 89° 21' 54" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF LANDS OF EASTMAN KODAK COMPANY, SAID LINE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF WHEATLAND STREET, A DISTANCE OF 821.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,854,660 SQUARE FEET OR 42.577 ACRES OF LAND, MORE OR LESS.