

ROCHESTER, NY

H&A OF NY

AUG 27 2010

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Index DEEDS

Book 10904 Page 136

No. Pages : 6

Instrument DECLARATION OF RESTRICTION AND COVENANTS

Date : 07/22/2010

Time : 02:13:00PM

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Ref 1 #

Employee : NeseB

Return To:

CLAIRE MONDELLO
200 TOWN CENTRE DRIVE
SUITE 2
ROCHESTER, NY 14623-

COOPER VISION INC

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

COUNTY FEE NUMBER PAGES	\$	18.00
COUNTY FEE RECORDING	\$	8.00
COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
STATE FEE CULTURAL EDUCATION	\$	14.25
STATE FEE RECORDS MANAGEMENT	\$	4.75
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 50.00

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.

CHERYL DINOLFO
MONROE COUNTY CLERK

TRANSFER AMT

TRANSFER AMT \$1.00



Sofa

RECORDED

2010 JUL 22 PM 2:13

MONROE COUNTY CLERK

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS COVENANT is made the 22 day of July 2010, by CooperVision, Inc. ("CooperVision"), a corporation organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 6140 Stoneridge Mall Road, Pleasanton, California:

WHEREAS, CooperVision, and the New York State Department of Environmental Conservation (the "Department") have entered into the May 31, 2001 Agreement (Index Number B8-0532-98-06) regarding the property consisting of 5.4 acres and located at 711 North Road in the Village of Scottsville, New York 14546 and included on the Monroe County Tax Map as Parcel Nos. 187.17-1-18 and 187.17-1-18.1/EX (the "Site"); and being more particularly described on the map appended hereto as Appendix "A";

WHEREAS, Paragraph X of that May 31, 2001 Agreement requires that an instrument setting restrictions on the Site be recorded with the Monroe County Clerk to run with the land;

NOW, THEREFORE, CooperVision, for itself and its successors and/or assigns, covenants that:

First, the portion of the Site subject to this Declaration of Covenants and Restrictions consists of that area, the metes and bounds of which is set out on Appendix "B" (the "Subject Area") which is appended hereto.

Second, the owner of the Site shall prohibit the Subject Area from every being used for purposes other than for industrial or commercial uses without the express written waiver of such prohibition by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter collectively referred to as the "Relevant Agency."

Third, owner of the Site shall prohibit the use of the groundwater underlying the Site without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Fourth, CooperVision or the owner of the site shall not permit any disturbance of soil or fill at the property unless in accordance with the Relevant Agency approved Site Management Plan, unless a modification or exception to the Site Management Plan is approved by the Relevant Agency.

Fifth, CooperVision on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Relevant Agency of these recorded restrictions, and hereby covenants not to contest such enforcement.

Sixth, Cooper Vision or the owner of the Site shall annually submit in accordance with 6 NYCRR Part 375-1.8(h)(3)(i),(ii), unless an alternate certification period is approved in writing

Claire Mondello
200 Town Centre Dr.
Suite 2
Rochester, NY 14623

RTR

by the Relevant Agency, a written certification by a professional engineer, or such other qualified environmental professional as the Relevant Agency may find acceptable.

Seventh, CooperVision, its successors, and assigns shall continue in full force and affect those engineering and/or institutional controls required by the final CooperVision VCA Site Management Plan pertaining to the Site that CooperVision has agreed to implement.

Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Relevant Agency, of the prohibitions and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenants not to contest the authority of the Relevant Agency to seek enforcement.

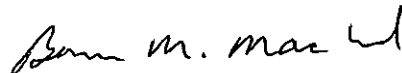
Ninth, any deed of conveyance including the Subject Area shall recite that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

By: 

Dated: 7/22/10 2010

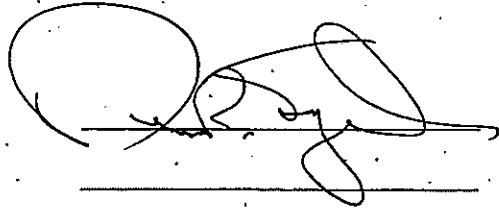
Dennis R. Snyder
VP Manufacturing.



BONNIE M. MACLEOD
Notary Public, State of New York
Qualified in Livingston County
Reg. No. 01MA6002664
Commission Expires 02/09/2014

UNIFORM ACKNOWLEDGEMENT

Dated July, 22, 2010



(signatures)

STATE OF NEW YORK)
COUNTY OF MONROE)
CITY OF ROCHESTER)

ss.:

On the 22nd day of July in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Snyder personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Bonnie M. MacLeod

Notary Public, State of New York/Commissioner of Deeds

Commission Expires: 2/9/14

BONNIE M. MACLEOD
Notary Public, State of New York
Qualified in Livingston County
Reg. No. 01MA6002564
Commission Expires 02/09/2014

APPENDIX B

**METES & BOUNDS DESCRIPTION
711 NORTH ROAD
BEING PART OF LOT 61, TOWNSHIP 1, RANGE 1,
VILLAGE OF SCOTTSVILLE, TOWN OF WHEATLAND,
COUNTY OF MONROE, STATE OF NEW YORK**

ALL THAT CERTAIN PIECE OR PORTION OF LAND SITUATE IN THE VILLAGE OF SCOTTSVILLE, TOWN OF WHEATLAND, COUNTY OF MONROE, STATE OF NEW YORK, BOUNDED AND DESCRIBED, AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE CENTERLINE OF NORTH ROAD (A.K.A. COUNTY ROUTE No. 139, 66 FEET WIDE RIGHT OF WAY), AT THE WEST LINE OF LANDS FORMERLY OF PIEPER PER LIBER 3747 OF DEEDS, PAGE 327 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG SAID WEST LINE OF PIEPER, SOUTH 05 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 550.23 FEET;
2. THENCE ALONG THE NORTHERLY LINE OF HEANY INDUSTRIES, INC., NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 477.03 FEET, TO A POINT ON THE WESTERLY LINE OF FAIRVIEW DRIVE (60 FEET WIDE RIGHT OF WAY);
3. THENCE ALONG THE WESTERLY LINE OF FAIRVIEW DRIVE (60 FEET WIDE RIGHT OF WAY), NORTH 02 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 424.82 FEET;
4. THENCE CONTINUING ALONG THE WESTERLY LINE OF FAIRVIEW DRIVE (60 FEET WIDE RIGHT OF WAY), NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 123.57 FEET, TO A POINT ON THE CENTERLINE OF NORTH ROAD (A.K.A. COUNTY ROUTE No. 139, 66 FEET WIDE RIGHT OF WAY);
5. THENCE ALONG THE CENTERLINE OF NORTH ROAD (A.K.A. COUNTY ROUTE No. 139, 66 FEET WIDE RIGHT OF WAY), SOUTH 89 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 404.61 FEET, TO SAID POINT AND PLACE OF BEGINNING.

CONTAINING 240,325 SQUARE FEET OR 5.517 ACRES

THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, EITHER WRITTEN OR IMPLIED.
