

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

Return To:  
BOX 30

UCB TECHNOLOGIES INC

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	90.00
RECORDING FEE	\$	45.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 140.00

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



PI182-201201180658-19

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 653823

Index DEEDS

Book 11082 Page 517

No. Pages : 19

Instrument DECLARATION OF RESTRICTION  
AND COVENANTS

Date : 01/18/2012

Time : 02:07:00PM

Control # 201201180658

TT # TT0000007509

Ref 1 #

Employee : NeseB

TRANSFER AMT

TRANSFER AMT

\$1.00

18  
pp  
RECORDED

2012 JAN 18 PM 2:07

MONROE COUNTY CLERK

## DECLARATION of COVENANTS and RESTRICTIONS

**THIS COVENANT** is made the 9<sup>th</sup> day of November 2011, by UCB Technologies, Inc., a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 755 Jefferson Road, Rochester, New York 14623.

WHEREAS, UCB Technologies, Inc. is the owner of real property located on 755 Jefferson Road in the Town of Henrietta, County of Monroe, State of New York, conveyed by County of Monroe Industrial Development Agency to UCB Technologies, Inc. by deed dated 10th day of March, 2011 and recorded in the Monroe County Clerk's Office in Book 10982 Page 445 of Deeds, and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, a portion of the Property at the 755 Jefferson Road Property is the subject of a Voluntary Cleanup Agreement bearing Index No. D8-0001-97-07 (the "VCA") executed by Medeva Pharmaceutical Mftg., Inc. as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that portion of the Property legally described in Appendix "B," attached to this declaration and made a part hereof, and hereinafter referred to as "the VCA Site"; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination at a portion of the VCA Site known as the Methylene Chloride Area as described in the Methylene Chloride Area Operation Maintenance and Monitoring Final Engineering Report and Petition for Remedial Closeout as approved by the Department ("Remedy") and such Remedy requires that this portion of the VCA Site be subject to restrictive covenants.

**NOW, THEREFORE**, UCB Technologies, Inc., for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is the Methylene Chloride Area ("MCA") portion of the VCA Site as shown by a shaded area with GPS reference points on a map attached to this declaration as Appendix "C" and made a part hereof.

Second, unless prior written approval 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 referred to as "the Relevant Agency," is first obtained, where contamination remains above Site-specific remedial cleanup standards at the MCA portion of the VCA Site subject to the provisions of the Site Management Plan ("SMP"), as approved by the Department, there shall be no construction, use or occupancy of the MCA portion of the VCA

Box 30 - Jean McCreary

Site that results in the disturbance or excavation of the MCA portion of the VCA Site which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils except in compliance with Sections 2.0 and 2.1 of the SMP as approved by the Department.

Third, the owner of the VCA Site shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy of the MCA portion of the VCA Site, which are described in Sections 2.0 and 2.1 of the Department approved SMP, unless in each instance the owner first obtains a written waiver of such prohibition from the Department or Relevant Agency or the MCA portion of the VCA Site achieves the Site-specific remedial cleanup standards.

Fourth, the owner of the Property shall prohibit the MCA portion of the VCA Site from ever being used for purposes other than for Commercial or Industrial use without the express written waiver of such prohibition by the Department or Relevant Agency or the MCA portion of the VCA Site achieves the Site-specific remedial cleanup standards.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the MCA portion of the VCA 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 Department or Relevant Agency or the MCA portion of the VCA Site achieves Site-specific remedial cleanup standards.

Sixth, until the MCA portion of the VCA Site achieves the Site-specific remedial cleanup standards, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which, consistent with the Department approved form in Section 4.3 of the SMP, will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, until the MCA portion of the VCA Site achieves the Site-specific remedial cleanup standards, the owner of the Property shall continue in full force and effect any institutional and engineering controls required in the MCA portion of the VCA Site for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

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 MCA portion of the VCA Site, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the Voluntary Cleanup Agreement requires to be recorded, and

hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

Ninth, any deed of conveyance that includes the MCA portion of the VCA Site, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

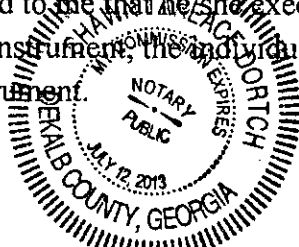
IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Signed:

Tim Stow *Director + Secretary*

STATE OF GEORGIA)  
COUNTY OF DEKALB)

On the 9<sup>th</sup> day of November, in the year 2011, before me, the undersigned, personally appeared —, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Shawn Jarace Wotch

Notary Public State of Georgia

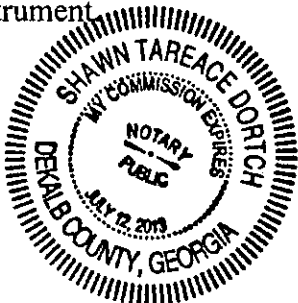
**IN WITNESS WHEREOF**, the undersigned has executed this instrument the day written below.

Signed:

Scott Gee Director + Treasurer

STATE OF GEORGIA)  
COUNTY OF DEKALB)

On the 9<sup>th</sup> day of November, in the year 2011, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her  
signature on the instrument, the individual, or the person upon behalf of which the individual acted,  
executed the instrument.



Shawn Terece Lortch

Notary Public State of Georgia

**Attachment A**

MONROE COUNTY CLERK'S OFFICE

ROCHESTER, NY

THIS IS NOT A BILL. THIS IS YOUR RECEIPT

Receipt # 515419

Index DEEDS

Book 10982 Page 445

No. Pages : 9

Instrument DEED OTHER

Date : 03/30/2011

Time : 04:21:05PM

Control # 201103300830

TT # TT0000009999

Ref 1 #

Employee : RoseM

Return To:  
BOX 30-K JONES

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

UCB TECHNOLOGIES INC

COUNTY FEE TP584	\$	5.00
MISCELLANEOUS COUNTY FEE	\$	0.00
COUNTY FEE NUMBER PAGES	\$	40.00
RECORDING FEE	\$	45.00
RP5217 COUNTY FEE	\$	9.00
RP5217 STATE EQUAL ADDIT FEE	\$	241.00
STATE FEE TRANSFER TAX	\$	0.00

Total \$ 340.00

State of New York

MONROE COUNTY CLERK'S OFFICE

TRANSFER AMT

TRANSFER AMT

\$1.00

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

8 H2

## BARGAIN AND SALE DEED

THIS BARGAIN AND SALE DEED, made this 10<sup>th</sup> day of March, 2011, between the COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation having a mailing address of 8100 CityPlace, 50 West Main Street, Rochester, New York 14614 ("Grantor") and UCB TECHNOLOGIES, INC., a New York corporation (as successor in interest to Cell Tech Technologies, Inc.) having an address of 755 Jefferson Road, Rochester, New York 14623 ("Grantee").

### WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, all right title and interest of the Grantor in and to the following:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, more particularly described on Exhibit A attached hereto and made a part hereof.

Being and hereby intending to convey the same premises conveyed to the Grantor herein by a deed dated October 1, 1997 and recorded in the Monroe County Clerk's Office on September, 28, 1998 in Liber 9066 of Deeds, at page 140.

SUBJECT TO all easements, covenants and restrictions of record.

Property Address: 755 Jefferson Road, Town of Henrietta,  
Mailing Address: Monroe County, New York

Tax Account No.: 162.09-1-2.1

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

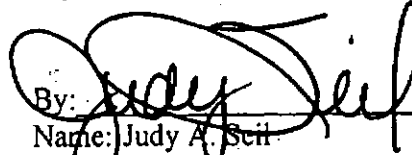
AND THE GRANTOR COVENANTS that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever. The Grantor covenants further that, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

THIS CONVEYANCE does not render the Grantor insolvent and is not made in defraud of creditors.

THIS CONVEYANCE is made in the ordinary course of Grantor's business and does not constitute all or substantially all of the assets of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and delivered as of the day and year first above written.

COUNTY OF MONROE INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Name: Judy A. Seil  
Its: Executive Director

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss.:

On the 10<sup>th</sup> day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Judy A. Seil**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Lori A. Palmer  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires May 31, 2011



## EXHIBIT A

### Legal Description of Premises

#### PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being a part of Lot No. 6, Fourth Range, Township 12, Range 7, more particularly described as follows:

Beginning at a point on the south line of Jefferson Road a distance of 812.21 feet west of the northeast corner of property conveyed to South Gate Development Co. Inc. by deed recorded in Monroe County Clerk's Office in Liber 2974 of Deeds, at page 102, and being the northwest corner of land now or formerly occupied by Photostat Corporation; thence (1) southerly and making a right angle with the south line of Jefferson Road, a distance of 800 feet to a point, which is the southwest corner of said land occupied by Photostat Corporation; thence (2) westerly and making a right angle with course (1) a distance of 550 feet to a point; thence (3) northerly and making a right angle with course (2) a distance of 800 feet to a point on the south line of Jefferson Road; thence (4) easterly and along the south line of Jefferson Road and making a right angle with course (3) a distance of 550 feet to the point or place of beginning.

#### PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being a part of Lot No. 6, Fourth Range, Township No. 12, Range No. 7, more particularly described as follows: Beginning at a point in the west line of Clay Road, said point being the southeast corner of lands conveyed by South Gate Development Co., Inc. to Emil Muller and Ray Hylan by deed recorded in Monroe County Clerk's Office on September 28, 1955 in Liber 2998 of Deeds, at page 309 and now or formerly occupied by Photostat Corporation;

EXHIBIT A (continued)

thence (1) westerly at an interior angle of  $67^{\circ} 40'$  with the westerly line of Clay Road and running along the southerly line of lands so conveyed to Muller and Hylan and along the southerly line of lands conveyed by Emil Muller and Ray Hylan to Chemgate Realty Corporation by deed recorded in Monroe County Clerk's Office on April 7, 1958 in Liber 3150 of Deeds, page 280 a distance of 1122.02 feet to the southwest corner of lands so conveyed to Chemgate Realty Corporation; thence (2) southerly making a right angle with the last course a distance of 300 feet; thence (3) easterly making a right angle with the last course a distance of 998.78 feet to a point in the westerly line of Clay Road; thence (4) northerly at an interior angle of  $112^{\circ} 20'$  and running along the westerly line of Clay Road a distance of 324.33 feet to the point of beginning. The intersection of the center line of Clay Road with the easterly extension of the first course of the above described premises is located 900.55 feet southwesterly of the intersection of the center line of Clay Road with the center line of Jefferson Road.

PARCEL 3

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being a part of Lot No. 6, Fourth Range, Township No. 12, Range No. 7, more particularly described as follows:

Beginning at the southwest corner of property conveyed to R. J. Strassenburgh Company by deed recorded in the Monroe County Clerk's Office in Liber 3199 of Deeds, at page 420;

thence (1) southwesterly and along the west line of Clay Road a distance of 334.90 feet to a point; thence (2) westerly in a line making an interior angle of  $112^{\circ} 20'$  with course (1) a distance of 871.52 feet to a point; thence (3) northerly in a line making a right angle with course (2) a distance of 309.78 feet to a point; thence (4) easterly in a line making a right angle with course (3) a distance of 998.78 feet to a point on the west line of Clay Road, the point or place of beginning.

EXHIBIT A (continued)

PARCEL 4

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe and State of New York, being parts of Lots 6 and 8 of the Fourth Range, Township 12, Range 7 more particularly described as follows:

Beginning at a point in the westerly line of Clay Road, said point being 1436.33 feet southerly from the southernmost point of land conveyed for Jefferson Road by Frank Lesinik and wife to County of Monroe by deed recorded in Monroe County Clerk's Office in Liber 1672 of Deeds, at page 268; thence running the following courses and distances:

- (1) Southwesterly along the westerly line of Clay Road a distance of 247.32 feet to its intersection with the north line of land conveyed by Cornelius S. DeWitt and wife to James Mullen by deeds recorded in Monroe County Clerk's Office in Liber 229 of Deeds, page 422 and Liber 249 of Deeds, page 457;
- (2) Westerly at an interior angle of  $113^{\circ} 15'$  with the preceding course and along the north line of lands so conveyed to Mullen a distance of 417.24 feet to the northwest corner of lands conveyed to said Mullen by Liber 249 of Deeds, page 457 marked by an iron pipe;
- (3) Southwesterly parallel with the westerly line of Clay Road and along the west line of land so conveyed to said Mullen by Liber 249 of Deeds, page 457 and said line continued, a total distance of 357.10 feet to a point;
- (4) Westerly at an interior angle of  $113^{\circ} 15'$  with the preceding course a distance of 224.68 feet to a point in the southerly continuation of the west line of land conveyed to R. J. Strassenburgh Company by deed recorded in Monroe County Clerk's Office on March 31, 1959 in Liber 3199 of Deeds, page 428;
- (5) Northerly at an interior angle of  $89^{\circ} 05'$  with the preceding course and along the said southerly continuation of the west line of land so conveyed to Strassenburgh a distance of 569.35 feet to a point;

EXHIBIT A (continued)

(6) Easterly at right angles to the preceding course, and parallel with and 309.78 feet southerly from the south line of lands so conveyed to Strassenburgh and said line continued, a distance of 871.52 feet to the point and place of beginning; the last course making an interior angle with the first course of  $67^{\circ} 40'$ .

PARCEL 5

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Henrietta, County of Monroe, and State of New York, being parts of Lots 6 and 8, Fourth Range, Township 12, Range 7, more particularly described as follows:

Beginning at a point located 365 feet southerly of the northwest corner of property conveyed to R. J. Strassenburgh Company by deed dated March 31, 1959 and recorded in Monroe County Clerk's Office in Liber 3199 of Deeds, at page 428, as measured along the westerly boundary line of said parcel and continuation thereof, which point is also located 1165 feet southerly of the south boundary line of Jefferson Road as measured along the west boundary line of said parcel and continuations thereof; thence (1) in a westerly direction making an interior angle of  $90^{\circ}$  with the said continuation of the west boundary line of said parcel a distance of 470 feet to a point; thence (2) in a southerly direction at an interior angle with the preceding course of  $90^{\circ}$  a distance of 881.66 feet to a point on the southerly line of property conveyed to Rochester Engraving Works, Inc. by instrument recorded in Liber 3645 of Deeds, at page 595 on June 10, 1965; thence (3) in an easterly direction at an interior angle of  $89^{\circ} 05'$  with the preceding course a distance of 1087.16 feet along said southerly line to a point located on the west line of Clay Road; thence (4) in a northeasterly direction at an interior angle with the preceding course of  $113^{\circ} 05'$  a distance of 65.30 feet along the west line of Clay Road to a point; thence (5) in a westerly direction at an interior angle with the preceding course of  $66^{\circ} 45'$  a distance of 641.92 feet to a point located at the southwest corner of property conveyed to R.J. Strassenburgh Company by deed dated January 6, 1960 and recorded in said Clerk's Office in Liber 3254 of Deeds, at page 259;

EXHIBIT A (continued)

thence (6) northerly making an angle in the northeast quadrant of  $89^{\circ} 05'$  a distance of 814.13 feet to the place of beginning, and there forming an interior angle of  $90^{\circ}$  with the first course set forth herein.

Excepting from the above parcels, that portion of the above described premises which is now known as Fison Drive.

The demised premises may be alternatively described as:

All that tract or parcel of land situate in parts of Town Lots 6 & 8, in the fourth range of lots, Township 12, seventh range of Townships, in the Town of Henrietta, County of Monroe, State of New York, and being more particularly described as follows:

Commencing at the intersection of the easterly line of Market Place Drive (60 feet Right of Way) with the southerly line of Jefferson Road (100 feet Right of Way); thence North  $88^{\circ} -44' -36''$  East, in the southerly line of said Jefferson Road a distance of 470.00 feet to the point and place of beginning;

- 1) thence, continuing in the southerly line of said Jefferson Road North  $88^{\circ} -44' -36''$  East, a distance of 550.00 feet to a point;
- 2) thence, South  $01^{\circ} -15' -25''$  East, a distance of 800.00 feet to a point;
- 3) thence, North  $88^{\circ} -44' -36''$  East, a distance of 572.02 feet to a point ~~in the westerly line of Clay Road (49.5 feet Right of Way);~~
- 4) thence, South  $21^{\circ} -04' -36''$  West, in the westerly right of way of said Clay Road, a distance of 906.55 feet to a point;
- 5) thence, South  $87^{\circ} -49' -36''$  West, a distance of 417.24 feet to a point;
- 6) thence, South  $21^{\circ} -04' -36''$  West, a distance of 357.10 feet to a point;

EXHIBIT A (continued)

- 7) thence, North  $87^{\circ} -49' -36''$  East, a distance of 417.24 feet to the westerly right of way of the aforesaid Clay Road;
  - 8) thence, South  $21^{\circ} -04' -36''$  West, in the said westerly line of Clay Road a distance of 7.45 feet to a point of curvature;
  - 9) thence, in a curve to the right, having a radius of 30.00 feet, a delta of  $86^{\circ} -45' -00''$  an arc length of 47.60 feet to a point of tangency in the northerly right of way of Fisons Drive (60.00 feet Right of Way);
  - 10) thence, South  $87^{\circ} -49' -36''$  West, in the said northerly right of way of Fisons Drive, a distance of 1,051.41 feet to a point of curvature;
  - 11) thence, on a curve to the right having a radius of 30.00 feet, a delta of  $90^{\circ} -55' -00''$  an arc length of 47.60 feet to a point of tangency in the easterly line of the aforesaid Market Place Drive;
  - 12) thence, North  $01^{\circ} -15' -24''$  West in the said easterly line of Market Place Drive a distance of 816.18 feet to a point;
- 
- 13) thence, North  $88^{\circ} -44' -36''$  East, a distance of 470.00 feet to a point;
  - 14) thence, North  $01^{\circ} -15' -24''$  West, a distance of 1165.00 feet to the point and place of beginning.

**Attachment B**

DESCRIPTION OF VCA SITE  
LOT 1 OF THE UCB MANUFACTURING SUBDIVISION  
#755 JEFFERSON ROAD  
TOWN OF HENRIETTA

---

All that tract or parcel of land situate in the Town of Henrietta, County of Monroe, State of New York and is more particularly described as follows:

Beginning at a point in the south right-of-way line of Jefferson Road, N.Y.S. Route 252, said point being the northwest corner of Lot 1 of the UCB Manufacturing Subdivision, filed in the Monroe County Clerk's Office, Liber 330 of Maps, Page 55. Said point being further described as being easterly, a distance of 470.00 feet from the intersection formed by the aforesaid south right-of-way line and the east right-of-way line of Marketplace Drive at the approximate following coordinates:

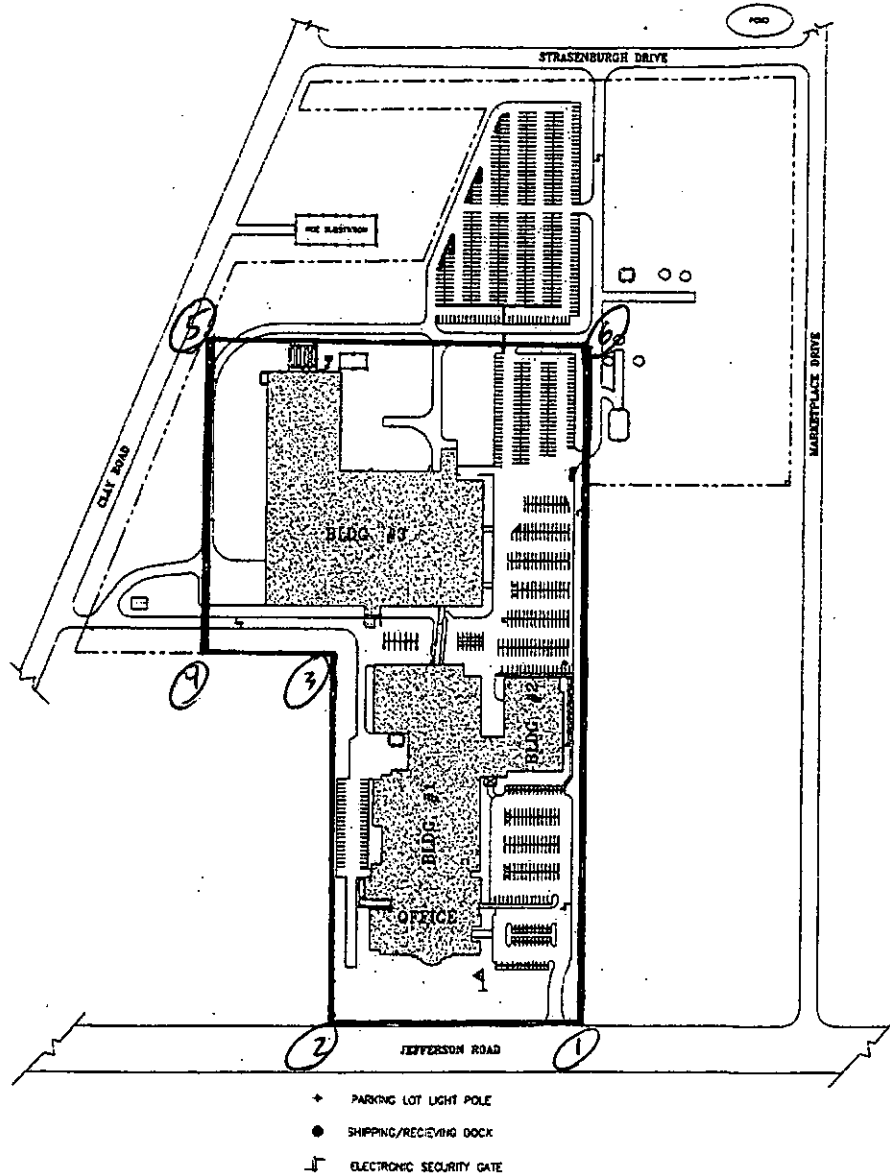
- Thence, 1 - N 88°-44'-44" E, along the south right-of-way line of Jefferson Road, N.Y.S. Route 252, a distance of 550.00 feet to a point,
- Thence, 2 - S 01°-15'-16" E a distance of 800.00 feet to a point,
- Thence, 3 - N 88°-44'-44" E a distance of 286.01 feet to a point,
- Thence, 4 - S 01°-15'-16" E a distance of 762.72 feet to a point,
- Thence, 5 - S 87°-49'-44" W a distance of 858.06 feet to a point,
- Thence, 6 - N 01°-15'-16" W a distance of 1573.11 feet to the point and place of beginning.

Intending to describe "VCA Site" within Lot 1 of the UCB Manufacturing Subdivision, which contains 40.153 acres, #755 Jefferson Road, Town of Henrietta.



**Figure 2**  
**Facility Layout Map**  
**755 Jefferson Road**  
**Rochester, New York**

TO DEFINE "VCK SITE"



**Attachment C**

