ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

THE BANK OF NEW YORK, as Trustee,

ACA FINANCIAL GUARANTY CORPORATION, as Bond Insurer,

and

CRYSTAL RUN VILLAGE, INC.

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

Dated as of June 1, 2006

Orange County Industrial Development Agency
Civic Facility Revenue Bonds
(Special Needs Facilities Pooled Program)
Series 2006G-1 and Series 2006G-2 (Federally Taxable)

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THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, dated as of June 1, 2006 (this "Environmental Compliance and Indemnification Agreement"), is by and among ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation, duly organized and existing under the laws of the State of New York, having its principal office at 255-275 Main Street, County Government Center, Goshen, New York 10924 (the "Issuer"), THE BANK OF NEW YORK, as trustee, a New York banking corporation, having its principal corporate trust office at 101 Barclay Street, Floor 21W, New York, New York 10286 (the "Trustee"), ACA FINANCIAL GUARANTY CORPORATION, a corporation duly organized and existing as a stock insurance company under the laws of the State of Maryland, having its principal office at 140 Broadway, 47th Floor, New York, New York 10005 (the "Bond Insurer"), and CRYSTAL RUN VILLAGE, INC., a duly organized and validly existing New York not-for-profit corporation having an office at 601 Stony Ford Road, Middletown, New York 10941 (the "Organization").

WITNESSETH:

WHEREAS, the Issuer has agreed to lease certain real property located in Orange County, New York (the "Facility Realty") more particularly described in Exhibit A attached hereto, in connection with certain civic facilities (collectively, the "Facility"), from the Organization pursuant to a Company Lease Agreement, dated as of even date herewith (as the same may be amended or supplemented, the "Company Lease"), by and between the Issuer and the Organization; and

WHEREAS, the Issuer has agreed to sell its leasehold interest in the Facility under the Company Lease to the Organization pursuant to an Installment Sale Agreement, dated as of even date herewith, by and between the Issuer and the Organization (as the same may be amended or supplemented, the "Installment Sale Agreement"); and

WHEREAS, for purposes of this Environmental Compliance and Indemnification Agreement, the Facility shall consist of the Facility Realty and the Facility Equipment, defined in and more particularly described in the Installment Sale Agreement, and the Issuer will sell its leasehold interest in the Facility to the Organization pursuant to the Installment Sale Agreement, together with all additions to and replacements and substitutions of the Facility; and

WHEREAS, the Issuer intends to finance or refinance a portion of the costs of the Facility by issuing its Civic Facility Revenue Bonds (Special Needs Facilities Pooled Program) Series 2006G-1 and Series 2006G-2 (Federally Taxable) in the aggregate principal amount of \$3,855,000 (collectively, the "Series 2006G Bonds"), pursuant to an Indenture of Trust, dated as of even date herewith (as the same may be amended or supplemented, the "Indenture"), by and between the Issuer and the Trustee; and

WHEREAS, simultaneously with the issuance and delivery of the Series 2006G Bonds, two (2) non-cancelable bond insurance policies (collectively, the "Bond Insurance Policy") will be issued by the Bond Insurer, pursuant to, among other agreements, an Insurance Agreement, dated as of even date herewith, from the Organization to the Bond Insurer (as the same may be amended or supplemented, the "Bond Insurance Agreement"), which Bond Insurance Policy will provide for the prompt payment of the principal of, interest and Sinking

Fund Installments on the Series 2006G Bonds when due, to the extent that the Trustee has not received sufficient funds for such payment; and

WHEREAS, the Issuer and the Organization have agreed to secure the Series 2006G Bonds and the Organization's obligations under the Installment Sale Agreement and under the Bond Insurance Agreement by granting a mortgage on the Facility to the Trustee and the Bond Insurer pursuant to an Agency Mortgage and Security Agreement, dated as of even date herewith (as the same may be amended or supplemented, the "Mortgage"), from the Issuer and the Organization to the Trustee and the Bond Insurer, and by the Issuer assigning certain of its rights under the Installment Sale Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, pursuant to a Guaranty Agreement, dated as of even date herewith (as the same may be amended or supplemented, the "Guaranty"), from the Organization to the Trustee and the Bond Insurer, the Organization has unconditionally guaranteed to (i) the Trustee the payment when due of the principal of, Redemption Price of, Sinking Fund Installment payments on, any premium on, and interest on the Organization's portion of the Series 2006G Bonds and (ii) the Bond Insurer the payment when due of the payment obligations under the Bond Insurance Agreement due the Bond Insurer; and

WHEREAS, (i) the Issuer requires, as a condition and as an inducement for it to issue, execute and deliver the Series 2006G Bonds and to enter into and perform the transactions contemplated by the Indenture, the Installment Sale Agreement, the Company Lease and the Mortgage, (ii) the Trustee requires, as a condition and as an inducement for it to accept the Mortgage and to execute, deliver and perform its obligations under the Indenture, and (iii) the Bond Insurer requires, as a condition and as an inducement for it to issue, execute and deliver the Bond Insurance Policy, that the Organization enter into, execute, deliver and perform this Environmental Compliance and Indemnification Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

- Section 1. <u>Definitions</u>. All capitalized terms used in this Environmental Compliance and Indemnification Agreement and not hereafter defined shall have the meanings set forth below or in the Indenture.
- (a) "<u>Disposal</u>" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 <u>et seq.</u>)
- (b) "<u>Environment</u>" means any water or water vapor, any land, including land surface or subsurface, air, fish, wildlife, flora, fauna, biota and all other natural resources.
- (c) "Environmental Laws" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines,

decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

- (d) "Environmental Permits" means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, renovation, equipping, use and/or operation of the Facility, for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, lease, transfer or conveyance of the Facility.
- (e) "<u>Hazardous Substance</u>" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law, or any other applicable Environmental Law and the regulations promulgated thereunder.
- (f) "<u>Indemnitees</u>" means collectively, the Issuer, the Trustee, the Bond Insurer and their respective successors and assigns.
- (g) "<u>Indemnitor</u>" means the Organization and its respective affiliates, successors and assigns.
- (h) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.
- Section 2. <u>Representations and Warranties</u>. The Indemnitor hereby represents and warrants to the Indemnitees that, to the best of its knowledge and except as otherwise set forth in the Environmental Audit:
- (a) The Facility is not being nor has been used in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste management or disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, except for existing underground residential fuel tanks.
- (b) Underground storage tanks are not and have not been located on the Facility, except for existing underground residential fuel tanks.
- (c) The soil, subsoil, bedrock, surface water and groundwater of the Facility are free of Hazardous Substances, other than any such substances that occur naturally or which are in compliance with applicable law.

- (d) There has been no Release or threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility which through soil, subsoil, bedrock, surface water or groundwater migration could come to be located on or at the Facility, and the Indemnitor has not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any operator, tenant, subtenant, licensee or occupant of the Facility or any property adjacent to or within the immediate vicinity of the Facility or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility.
- (e) All Environmental Permits necessary for the renovation, improvement, equipping, furnishing, ownership, use or operation of the Facility have been obtained or will be timely obtained, as the case may be, and are in full force and effect.
- (f) No event has occurred with respect to the Facility which, with the passage of time or the giving of notice, or both, would constitute a violation of or non-compliance with, any applicable Environmental Law or Environmental Permit.
- (g) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future construction, renovation, improvement, equipping, furnishing, ownership, use, operation, sale, transfer or conveyance of the Facility which require any change in the present condition of the Facility or any work, repairs, construction, containment, clean-up, investigations, studies, removal or remedial action or capital expenditures in order for the Facility to be in compliance with any applicable Environmental Law or Environmental Permit.
- (h) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or remedy that arise out of, relate to or result from (i) environmental conditions at, on or in the vicinity of the property, (ii) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (iii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility, or (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the renovation, improvement, equipping, furnishing, ownership, use, operation, sale, transfer or conveyance thereof.
- Section 3. <u>Covenants of Indemnitor</u>. The Indemnitor hereby covenants and agrees with the Indemnitees as follows:
- (a) The Indemnitor shall renovate, improve, equip, furnish, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits, and the Indemnitor shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to renovate, improve, equip, furnish, use, operate and manage, in

accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits.

- (b) The Indemnitor shall, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to obtain, comply with all applicable Environmental Permits.
- (c) The Indemnitor shall not cause or permit any changes to be made in the present or intended renovation, improvement, equipping, furnishing, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the renovation, improvement, equipping, furnishing, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Law, (iii) constitute a violation or non-compliance with any Environmental Permit, or (iv) increase the risk of a Release of any Hazardous Substance.
- (d) The Indemnitor shall promptly provide the Indemnitees with a copy of all notifications which they give or receive with respect to Environmental Conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Indemnitor receives or becomes aware of any such notification which is not in writing or otherwise capable of being copied, the Indemnitor shall promptly advise the Indemnitees of such verbal, telephonic or electronic notification and confirm such notice in writing.
- (e) The Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits.
- (f) The Indemnitor shall allow the Indemnitees and their respective officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Indemnitor for the purposes of ascertaining the Environmental Conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. The Indemnitees shall be liable for any injury to any person, or any damage to any property or the Facility, resulting from any negligent or reckless action or willful misconduct of any such officer, employee, agent, representative, contractor, or subcontractor sent by the Indemnitees.

If at any time the Indemnitees obtain any notice or information that the Indemnitor or the Facility or the renovation, improvement, equipping, furnishing, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Indemnitees may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Indemnitees be prepared by a professional environmental engineer or other qualified environmental scientist acceptable to the Indemnitees, at the Indemnitor's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Indemnitor shall promptly undertake and diligently pursue to completion all necessary, appropriate, investigative, containment, removal, clean-up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

Section 4. Indemnification Provisions.

(a) The Indemnitor hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Indemnitees, their respective officers, directors, members, employees, agents and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements, and attorneys fees incurred to enforce the terms, conditions and provisions of this Environmental Compliance Indemnification Agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Indemnitees relating to, resulting from or arising out of (i) the Environmental Conditions at, on or in the vicinity of the Facility, (ii) the renovation, improvement, equipping, furnishing, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the renovation, improvement, equipping, furnishing, ownership, use, sale, operation,

conveyance or operation thereof in violation of any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit, or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Indemnitor in this Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

- The liability of the Indemnitor to the Indemnitees hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of any of the Project Documents by or for the benefit of the Indemnitees, the Indemnitor or any subsequent owners or users of the Facility, (ii) any extensions of time for payment or performance required by the Series 2006G Bonds or any of the Project Documents, (iii) the release of the Indemnitor or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Series 2006G Bonds or any of the Project Documents by operation of law, either of the Indemnitees' voluntary acts or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Series 2006G Bonds or the Project Documents, (v) any exculpatory provision contained in any of the Project Documents limiting the Indemnitees' recourse to property encumbered by the Mortgage or to any other security or limiting the Indemnitees' rights to a deficiency judgment against Indemnitor, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Indemnitees or any information which the Indemnitees may have or obtain with respect to the environmental or ecological condition of the Facility, (viii) the sale, assignment or foreclosure of the Mortgage, (ix) the sale, assignment, leasing, subleasing, transfer or conveyance of all or part of the Facility or the Organization's interests and rights in to, and under the Company Lease or the Installment Sale Agreement or the termination of the Company Lease or the Installment Sale Agreement, (x) the death or legal incapacity of the Indemnitor, (xi) the release or discharge, in whole or in part, of the Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, (xii) the redemption, acceleration or maturity of the Series 2006G Bonds, or (xiii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Indemnitor under the Series 2006G Bonds, the Bond Purchase Agreement, the Installment Sale Agreement, the Company Lease, the Guaranty or any other Project Documents, of the Indemnitor under this Environmental Compliance and Indemnification Agreement.
- (c) The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Indemnitees as part of the application process, and/or contained in any of the Project Documents.
- Section 5. <u>Survival</u>. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and indemnifications of the Indemnitor contained in this Environmental Compliance and Indemnification Agreement shall continue and remain in full force and effect in perpetuity and shall survive any termination, conveyance, assignment, leasing, subleasing or defeasance of any right, title or interest of the Indemnitees in and to the Facility or in, to or under the Company Lease or the Installment Sale Agreement.

Section 6. <u>Governing Law</u>. This Environmental Compliance and Indemnification Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York, without regard or reference to its conflict of laws and principles.

Section 7. <u>Notices</u>. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

To the Issuer:

Orange County Industrial Development Agency 255-275 Main Street County Government Center Goshen, New York 10924 Attention: Administrative Director

To the Trustee:

The Bank of New York 101 Barclay Street, Floor 21W New York, New York 10286 Attention: Corporate Trust Administration

To the Bond Insurer:

ACA Financial Guaranty Corporation
140 Broadway, 47th Floor
New York, New York 10005
Attention: Surveillance Manager
(except that notices of Events of Default shall be directed to the General Counsel)

To the Organization:

Crystal Run Village, Inc. 601 Stony Ford Road Middletown, New York 10941 Attention: Executive Director

A duplicate copy of each notice, certificate and other written communication given hereunder by any party hereto to any other party hereto shall also be given to every other party hereto, at the addresses herein set forth or provided for. Such notice shall be deemed to have been given upon receipt or upon refusal of the party being notified to accept delivery of such notice.

- Section 8. <u>Binding Effect</u>. This Environmental Compliance and Indemnification Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
- Section 9. <u>Severability</u>. In the event any provision of this Environmental Compliance and Indemnification Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 10. <u>Amendments, Changes and Modifications</u>. This Environmental Compliance and Indemnification Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto and without the concurring written consent of all of the parties hereto.
- Section 11. <u>Execution of Counterparts</u>. This Environmental Compliance and Indemnification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 12. <u>Table of Contents and Section Headings not Controlling</u>. The Table of Contents and the headings of the several Sections in this Environmental Compliance and Indemnification Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Environmental Compliance and Indemnification Agreement.
- Section 13. <u>This Agreement Controlling</u>. The Indemnitees and the Indemnitor hereby agree that in the event there is a conflict between the terms of this Environmental Compliance and Indemnification Agreement and Section 6.2 of the Installment Sale Agreement, the terms of this Environmental Compliance and Indemnification Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have caused this Environmental Compliance and Indemnification Agreement to be duly executed as of the day and year first above written.

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

William Trimble

Administrative Director

THE BANK OF NEW YORK, as Trustee

By_

Christopher W. Palermo Assistant Vice President

ACA FINANCIAL GUARANTY
CORPORATION

Bv

Eric J. Torkelson

Associate General Counsel

CRYSTAL RUN VILLAGE, INC.

3y___<u>\</u>\

William\J. \Sammis

Chief Financial Officer

DESCRIPTION OF FACILITY REALTY.

Description of Corbett Road Facility Realty

SECTION 19 BLOCK 2 LOT 72.32 ON THE TAX MAP OF ORANGE COUNTY

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Montgomery, Orange County, New York, bounded and described as follows:

BEGINNING at a iron pipe found in the easterly line of Corbett Road, said point being in the division line between lands now or formerly Malley on the west, Liber 2068 Page 223, and lands to be conveyed to Crystal Run Village, Inc. on the east, and

RUNNING THENCE the following courses and distance along lands now or formerly Malley:

- 1. North 51 degrees 10 minutes 52 seconds East 3.02 feet to an iron pipe found, for a total distance of 213.69 feet to a survey cap found;
- 2. THENCE North 39 degrees 03 minutes 25 seconds West 190.00 feet to an iron rod found;
- 3. THENCE South 51 degrees 14 minutes 40 seconds West 58.53 feet to an iron found in lands now or formerly Parliman, Thomas, Liber 4420 Page 114 and Liber 4400 Page 96;
- 4. THENCE along land now or formerly Parliman, Thomas North 31 degrees 14 minutes 43 seconds West 295.44 feet to an iron pipe found in lands now or formerly Dana, Liber 3626 Page 325;
- 5. THENCE along land now or formerly Dana North 79 degrees 49 minutes 10 seconds East 872.62 feet to a point in a stone wall in lands now or formerly Wagner, Liber 4989 Page 248;
- 6. THENCE along now or formerly Wagner South 15 degrees 25 minutes 50 seconds East 239.00 feet to a point;
- 7. THENCE still along the aforementioned South 11 degrees 10 minutes 50 seconds East 10.66 feet to a survey cap found in a rock wall in lands now or

DESCRIPTION OF FACILITY REALTY

Description of Corbett Road Facility Realty (continued)

formerly Joyce, Liber 5267 Page 329;

- 8. THENCE along now or formerly Joyce, lands now or formerly Calani, Liber 5365 Page 32, and lands now or formerly Brenner, Liber 3939 Page 163, South 58 degrees 33 minutes 46 seconds West through an iron rod found at 281.06 feet, a survey cap found at 281.06, and a survey cap found at 92.52 feet, for a total distance 654.64;
- 9. THENCE along lands now or fomerly Brenner South 51 degrees 10 minutes 52 seconds West 210.00 feet to a survey cap in the easterly line of Corbett Road;
- 10. THENCE along the easterly line of Corbett Road North 38 degrees 55 minutes 09 seconds West 80.00 feet to the BEGINNING POINT.

REFERENCE: Being Lot No. 7 shown on map entitled, "Survey and Subdivision Map of Lands of William H. Collier and William H. Collier III" filed in Orange County Clerk's Office December 16, 1994, Map No. 222-94.

Excepting, therefrom so much as was conveyed by deed dated 3/2/04 recorded 3/11/04 in Liber 11418 Page 1017.

Description of Carter Road Facility Realty

SECTION 25 BLOCK 1 LOT 3.33 ON THE TAX MAP OF ORANGE COUNTY

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Wawayanda, Orange County, New York, bounded and described as follows:

BEGINNING at an iron rod found in the southerly line of Carter Road, said point being in the division line between lands now or formerly Fehr on the west (Lot 2) Liber 4907 Page 34, and lands to be conveyed to Crystal Run Village, Inc., on the east (Lot 3), and

RUNNING THENCE along the southerly line of Carter Road North 66 degrees 01 minute 57 seconds East 100.00 feet to a point in lands now or formerly Ratajzcak, Liber 4967 Page 123;

THENCE along lands now or formerly Ratajczak South 23 degrees 48 minutes 10 seconds East 398.45 feet to an iron rod found in lands now or formerly Marion Properties, Inc., Liber 2910 Page 24;

THENCE along lands now or formerly Marion Properties, Inc., South 68 degrees 05 minutes 00 seconds West 200.00 to an iron rod found in lands now or formerly Fehr;

THENCE along lands now or formerly Fehr North 35 degrees 46 minutes 21 seconds West 312.00 to a point;

THENCE still along the aforementioned North 38 degrees 29 minutes 16 seconds 185.92 feet to the BEGINNING POINT.

REFERENCE: Being Lot No. 3 shown on map entitled, "4 Lot Minor Subdivision for Marion Properties, Inc. filed in Orange County Clerk's Office on September 4; 1992, Map No. 183-92;

Description of Pine Tree Road Facility Realty

SECTION 232 BLOCK 1 LOT 7 ON THE TAX MAP OF ORANGE COUNTY

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Village of Monroe, Orange County, New York, bounded and described as follows:

BEGINNING at an iron found in the southerly line of Pine Tree Lane, said point being in the division line between lands now or formerly Vesilevich & Rodinkina on the east, Liber 4824 Page 48 (Lot 8), and lands to be conveyed to Crystal Run Village, Inc. on the west (Lot 7), and

RUNNING THENCE along now or formerly Vesilevich & Rodinkina South 42 degrees 22 minutes 28 seconds West 406.28 feet to a point in lands now or formerly Kopliner, Liber 3607 Page 255;

THENCE along lands now or formerly Kopliner North 36 degrees 26 minutes 02 seconds West 133.83 feet to a point;

THENCE still along the aforementioned North 34 degrees 34 minutes 09 seconds West 170.00 feet to a point in lands now or formerly Correa, Liber 3901 Page 283 (Lot 6);

THENCE along lands now or formerly Correa North 53 degrees 11 minutes 50 seconds East 251.86 to a point;

THENCE still along the aforementioned North 13 degrees 22 minutes 28 seconds East 114.23 feet to a point in the southerly line of Pine Tree Lane;

THENCE along the southerly line of Pine Tree Lane South 46 degrees 37 minutes 32 seconds East 312.13 feet to the BEGINNING POINT.

Description of Jacobs Road Facility Realty

SECTION 6 BLOCK 1 LOT 24.3 ON THE TAX MAP OF ORANGE COUNTY

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Minisink, Orange County, New York, bounded and described as follows:

BEGINNING at a point on the westerly line of Jacobs Road, said point being in the division line between lands now or formerly Moskal on the south, Liber 4653 Page 321 (Lot 2), and lands to conveyed to Crystal Run Village of the north (Lot 3), and

- 1. RUNNING THENCE along land or formerly Moskal North 46 degrees 17 minutes 49 seconds West, through iron pipes found on line at 97.2 feet and 207.7 feet, respectively, for a total distance of 419.62 feet to an iron pipe found in lands now or formerly Whitford Revocable Living Trust, Liber 3711 Page 47;
- 2. THENCE along lands now or formerly Whitford Revocable Living Trust North 44 degrees 27 minutes 20 seconds East 218.00 feet to an iron pipe found in lands now or formerly Lombardo, Liber 4677 Page 247 (Lot 4);
- 3. THENCE along lands now or formerly Lombardo South 43 degrees 48 minutes 36 seconds East 414.76 feet to a point in the westerly line of Jacobs Road;
- 4. THENCE along the westerly line of Jacobs Road South 42 degrees 55 minutes 00 seconds West 178.63 feet to a point;
- 5. THENCE still the aforementioned South 43 degrees 52 minutes 00 seconds West 21.37 feet to the BEGINNING POINT.

REFERENCE: Being Lot No. 3 shown on map entitled, "Whitford Farm" filed in Orange County Clerk's Office April 11, 1988, Map No. 8810.

Description of Route 208 Facility Realty

SECTION 7 BLOCK 1 LOT 99.1 ON THE TAX MAP OF ORANGE COUNTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Hamptonburgh, Orange County, New York, bounded and described as follows:

BEGINNING at a point in the westerly line of State Highway Route No. 208, said point being in the division line between lands now or formerly Santagata on the south, Liber 5135 Page 1 (Lot 2) and lands to be conveyed to Crystal Run Village, Inc., on the north (Lot 1), and

RUNNING THENCE the following courses and distances along lands now or formerly Santagata:

- 1. North 59 degrees 43 minutes 00 seconds West 133.61 feet to a point;
- 2. THENCE North 51 degrees 41 minutes 00 seconds West 191.89 feet to a point;
- 3. THENCE North 12 degrees 32 minutes 00 seconds West 298.68 feet to a point in Parcel No. 1412 Marcy South Transmission Facilities Right-of-Way;
- 4. THENCE along lands now or formerly Parcel No. 1412 Marcy South Transmission Facilities Right-of Way South 80 degrees 28 minutes 30 seconds East 200.77 feet to a point;
- 5. THENCE still along the aforementioned South 65 degrees 06 minutes 00 seconds East 349.70 feet to a point in the westerly line of State Highway Route No. 208;
- THENCE along the westerly line of State Highway Route No. 208 South 31 degrees 48 minutes 00 seconds West 350.00 feet to the BEGINNING POINT.

REFERENCE: Being a portion of Lot 1 as shown on Pinjani Subdivision Map, filed in Orange County' Clerk's Office on July 21, 1999 as Map No. 186-99.

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Description of Depot Street Facility Realty

SECTION 2 BLOCK 1 LOT 33.21 ON THE TAX MAP OF ORANGE COUNTY

ALL that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Crawford, Orange County, New York, bounded and described as follows:

BEGINNING at the centerline of an existing right-of-way, said point being in the division line between lands now or formerly Moriano on the south, Liber 2187 Page 42, lands now or formerly Moriano on the west, Liber 2786 Page 10, Liber 2185 Page 218, Liber 2061 Page 708, and Liber 1584 Page 257, and lands to be conveyed to Crystal Run Village, Inc., on the north, and

- 1. RUNNING THENCE along the centerline of an existing right-of-way and lands now or formerly Moriano North 19 degrees 51 minutes 20 seconds West 106.88 feet to a point;
- 2. THENCE still along the aforementioned North 14 degrees 12 minutes 25 seconds West 29.06 feet to a point;

THENCE the following courses and distances along lands now or formerly Town of Crawford Sewer District No. 1, Liber 2239 Page 228:

- 3. North 75 degrees 47 minutes 35 seconds East 35.00 feet to a point;
- 4. THENCE North 14 degrees 12 minutes 25 seconds West 60.00 feet to a point;
- 5. THENCE South 75 degrees 47 minutes 35 seconds West 35.00 feet to a point in the centerline of an aforementioned right-of-way and lands now or formerly Moriano;
- 6. THENCE along said right-of-way and lands or formerly Moriano North 14 degrees 12 minutes 25 seconds West 11.87 feet;
- 7. THENCE still along the aforementioned North 17 degrees 55 minutes 25 seconds West 32.14 feet to a point in lands now or formerly Pine Bush Properties, Inc., Liber 5114 Page 121;

Description of Depot Street Facility Realty (continued)

- 8. THENCE along Pine Bush Properties, Inc., North 67 degrees 51 minutes 11 seconds East 442.85 feet to an iron rod found in lands now or formerly Moriano, Liber 2187 Page 42;
- 9. THENCE along lands now or formerly Moriano South 46 degrees 50 minutes 49 seconds East 229.08 feet to a point found in a large oak tree;
- 10. THENCE still along the aforementioned South 64 degrees 42 minutes 40 seconds West 560.00 to the BEGINNING POINT.

REFERENCE: Being Lot 1 of Subdivision Map Prepared for Susan Block, filed in Orange County Clerk's Office on July 2, 1993, Map No. 116-93.

Description of Arcadia Road Facility Realty

SECTION 18 BLOCK 1 LOT 12 ON THE TAX MAP OF ORANGE COUNTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Goshen, Orange County, New York bounded and described as follows:

BEGINNING at a point in the centerline of Arcadia Road, said point in the division line between lands now or formerly Mulligan on the south Liber 2754 Page 304 and lands to be conveyed to Crystal Run Village, Inc. on the north; and

- 1. RUNNING THENCE along the centerline of Arcadia Road North 48 degrees 13 minutes 00 seconds East 300.00 feet to a point in lands now or formerly Gerasolo Liber 2145 Page 175;
- 2. THENCE through Arcadia Road along lands now or formerly Gerasols South 41 degrees 45 minutes 18 seconds East 362.02 feet to an iron pipe found in lands now or formerly Mulligan;
- 3. THENCE along lands now or formerly Mulligan South 46 degrees 14 minutes 00 seconds West 300.00 feet to an iron pipe set;
- 4. THENCE still along lands now or formerly Mulligan and through Arcadia Road North 41 degrees 47 minutes 00 seconds West 372.40 feet to the BEGINNING POINT.

Description of Lexington Drive Facility Realty

SECTION 26 BLOCK 10 LOT 14 ON THE TAX MAP OF ORANGE COUNTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, as shown on a map filed in the Orange County Clerk's Office as Filed Map 9960, entitled "Subdivision Plat Orchard Meadows Subdivision," filed on July 8, 1990 and designated as Lot 26, more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Lexington Drive, said being the northwest corner of Lot 6 on a certain map entitled, "Sudbdivision Plat Orchard Meadows Subdivision," dated June 3, 1988, last revised December 29, 1988, prepared by Richard G. Bargar and filed in the Office of the Orange County Clerk on July 8, 1990 as Filed Map No. 9960, said lot also being the herein described parcel;

THENCE along the Lexington Drive south 68 degrees 35 minutes 51 seconds east 141.00 feet to the northeast corner of said Lot 6 and the northwest corner of Lot 5 on said Filed Map No. 9960;

THENCE along the division line between said Lot 6 and said Lot 5 south 22 degrees 18 minutes 17 seconds west 405.36 feet to a point on the northerly line of Lot 10 as shown on a map filed in the Orange County Clerk's Office as Filed Map 91-93;

THENCE along said Lot 10 in part and Lot 9 in part also shown on said Filed Map 91-93, north 65 degrees 24 minutes 00 seconds west 142.00 feet to the southwest corner of the herein described parcel and the southeast corner of said Lot 7 as shown on said Filed Map No. 9960;

THENCE north 22 degrees 26 minutes 05 seconds west 397.45 feet to the point or place of BEGINNING.