

## **ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT**, dated as of June 1, 2015, is by and between **CPV VALLEY, LLC**, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, with offices at 8403 Colesville Road, Suite 915, Silver Spring, Maryland 20910 (the "Company") and the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly organized and validly existing under the laws of the State of New York, with offices at the Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

### **RECITALS**

**WHEREAS**, the Company is the owner of, or is acquiring title to, a leasehold or other interest in, certain real property located in the Town of Wawayanda, Orange County, New York and described more fully in **Exhibit A** attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, the Company has requested the Agency's assistance with respect to a certain project (the "Project") consisting of: (A) (i) the acquisition by the Agency of fee title to, or a leasehold interest in, an approximately 122-acre parcel of vacant land located on Route 6 (Tax Map ID numbers: 4-1-38.33; 4-1-38.32; and 4-1-40.22) in the Town of Wawayanda, Orange County, New York (the "Fee Parcel"), (ii) the construction on the Fee Parcel of an approximately 80,000 square-foot combustion turbine building, an approximately 48,000 square-foot steam turbine building, an approximately 7,000 square-foot water treatment building, an approximately 300 square-foot fire water pump building, an approximately 2,000 square-foot gas meter enclosure (the "Fee Parcel Improvements") to be used by the Company to house and operate a nominally rated approximately 650-megawatt combined-cycle electrical generating facility ("Electric Generating Plant") and associated interconnection and other ancillary facilities, (iii) the acquisition of certain items of power generation and related equipment to include two combustion turbine generators, one steam turbine generator, two heat recovery steam generators and three generator step-up transformers; certain plant equipment to include an air cooled condenser, water treatment and process water pumps and tanks; certain power transmission equipment to include an electrical switchyard and transmission cable and pole structures; certain water supply and discharge equipment to include system piping and pumps, water treatment equipment and water discharge equipment; certain fuel supply system equipment to include system piping, pumps, compressors and meters; and other tangible personal property (the "Equipment"), (B) the acquisition by the Agency of a leasehold interest in various easements covering, in the aggregate, approximately 1.0 acres of vacant land located in and along Rt. 17M and Rt. 6 and on certain property owned by the City of Middletown (or agency thereof), including (Tax Map ID numbers: 5-5-18.1 and 64-1-1.1) in the Town of Wawayanda and City of Middletown, New York ("Easement Parcels") and the construction on portions of the Easement Parcels of certain transmission lines and equipment and an interconnection substation consisting of a gas insulated switchgear building and associated improvements and equipment (collectively,

the "GIS Building"), and (C) the Agency's acquisition of leasehold interests or assignment of easement and license interests in various other property in the Town of Wawayanda and the City of Middletown and the construction within such easements and/or license of water, process water and/or sewer line improvements, pump station facilities, and wastewater treatment, which may include, among others, an approximately 2,000 square-foot water filtration building, all related to the Electric Generating Plant, including preliminarily, easements over land identified as Tax Map ID Number: 49-1-8 (the "Utility Line Easements and Improvements" and, collectively with the Fee Parcel, the Fee Parcel Improvements, the Equipment, the Easement Parcels, and the GIS Building, the "Facility"); and

**WHEREAS**, the Company has requested that the Agency provide financial assistance (the "Financial Assistance") to the Company to undertake the Project in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Facility and mortgage recording tax exemption on any mortgage indebtedness on the Facility and (b) a partial real property tax abatement through a certain payment in lieu of tax agreement between the Agency and the Company dated as of June 1, 2015 (the "PILOT Agreement"); and

**WHEREAS**, in furtherance of the Financial Assistance, the Agency has been asked to take a leasehold interest in, title to or other interest in the Fee Parcel, including any buildings, structures, or improvements thereon and an assignment of the Company's easement, leasehold and other rights to the Easement Parcels, including any buildings, structures or improvements thereon and lease such rights in the Facility back to the Company for the sole purpose of the Agency conferring certain financial assistance in its sovereign and/or municipal capacity and such ownership or other interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Premises, nor shall (or has) the Agency participate(d) in the management or participate(d) in the development of the Premises; and

**WHEREAS**, the Agency is unwilling to take a leasehold interest in, title to or other interest in the Fee Parcel or an assignment of the Company's easement, leasehold and other rights to the Easement Parcels even in the limited capacity defined above, or to otherwise consummate the Financial Assistance unless the Company executes and delivers this Agreement to the Agency.

**NOW, THEREFORE**, in consideration of the foregoing and to induce the Agency to accept title to, and/or leasehold and easement interests in the Premises in the limited capacity as set forth above, and to consummate the Financial Assistance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby covenants and agrees with the Agency as follows:

1. **DEFINITIONS.** All capitalized terms used in this Agreement and not heretofore defined shall have the meanings set forth below.

(a) Environment means any water, groundwater, water vapor, land (including

land surface or subsurface), soil vapor, air, fish, wildlife, biota, and all other natural resources.

(b) Environmental Laws mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances (as defined below) and the legally enforceable rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(c) Environmental Permits mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

(d) Hazardous Substance means any substance (i) the presence of which requires investigation or remediation under any Environmental Law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", "toxic substance", "solid waste", pollutant and/or or contaminant under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. section 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. section 6901 *et seq.*), as amended, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*, the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, *et seq.*), the Clean Water Act, as amended (33 U.S.C. Sections 1251 *et seq.*), the Occupational Safety and Health Act, as amended (29 U.S.C.A. Section 651 *et seq.*), Articles 15 or 27 of the New York State Environmental Conservation Law, and/or any other applicable Environmental Law or any regulations promulgated under any of the foregoing; or (iii) which is toxic (including, but not limited to, toxic mold), explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of New York or any political subdivision thereof; or (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(e) Improvements mean any buildings, structures and other improvements (if any) presently or hereafter located on the Premises.

(f) Indemnatee means the Agency, its successors and assigns, and their respective officers, directors, employees, agents, representatives, contractors and subcontractors.

(g) Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance).

2. REPRESENTATIONS AND WARRANTIES: Except as set forth in Exhibit B attached hereto, the Company represents and warrants to the Agency that to the best of the Company's knowledge, information and belief:

(a) Neither the Premises nor any property adjacent to or within the immediate vicinity of the Premises is being or has been used for the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substance or as a landfill or other solid waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with applicable Environmental Law required for the operation of the Facility in the ordinary course of business.

(b) Underground storage tanks are not and have not been located on the Premises.

(c) The soil, subsoil, bedrock, soil vapor, surface water and groundwater of the Premises are free of any Hazardous Substances.

(d) There has been no Release nor is there the threat of a Release of any Hazardous Substance on, at or from the Premises, or any property adjacent to or within the immediate vicinity of the Premises which through soil, subsoil, soil vapor, bedrock, surface water or groundwater migration could come to be located on the Premises, and the Company 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 Premises or any property adjacent to or within the immediate vicinity of the Premises or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) All Environmental Permits currently necessary for the acquisition, construction, equipping, use or operation of the Facility have been or will be obtained and are (or will be) in full force and effect.

(f) No event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a material violation of any applicable Environmental Law or a material non-compliance with any Environmental Permit.

(g) There are no agreements, consent orders, decrees, judgments, notices of violations, demand letters, 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 ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean-up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.

(h) There are no actions, suits, claims or proceedings, pending or threatened in writing by any governmental authority, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, investigations, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

3. COVENANTS OF COMPANY: The Company covenants and agrees with the Agency as follows:

(a) The Company shall keep, and shall use commercially reasonable efforts to cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to keep, the Premises free of all Hazardous Substances and shall not cause or permit the Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substances, except in compliance with Environmental Laws and Environmental Permits.

(b) The Company shall comply in all material respects with, and shall use commercially reasonable efforts to cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to comply with, all applicable Environmental Laws, and shall obtain and comply with, and shall use commercially reasonable efforts to cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to obtain and comply with, all Environmental Permits.

(c) The Company shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) involve the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substance or the use of the Premises as a landfill or other solid waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products except in compliance with Environmental Laws and Environmental Permits, (ii) materially violate any applicable Environmental Law, or (iii) constitute a material non-compliance with any Environmental Permit.

(d) The Company shall promptly provide the Agency with a copy of all

notifications which the Company gives or receives with respect to any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) The Company shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Premises in accordance with all applicable Environmental Laws and all Environmental Permits.

(f) The Company shall, upon receipt of at least forty-eight (48) hours advance written notice, allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Premises for the purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(g) If at any time the Agency obtains any evidence or information which plausibly suggests that potential environmental problems may exist at the Premises, the Agency may reasonably require that a full or supplemental environmental investigation and environmental assessment report (including a Phase II environmental investigation) with respect to the Premises of a scope and level of detail satisfactory to the Agency be prepared by an environmental engineer or other qualified person reasonably acceptable to the Agency, at the Company's expense. Said investigation may include a physical inspection of the Premises, a visual inspection of any property adjacent to or within the immediate vicinity of the Premises, personnel interviews and a review of all Environmental Permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, soil vapor, bedrock, surface water and/or groundwater. If the investigations indicate the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally required investigative, containment, removal, and other remedial actions, using methods recommended by the engineer or other person who conducted the investigations and acceptable to the appropriate federal, state and local agencies or authorities.

(h) Upon written request of the Agency, the Company shall furnish true and complete copies of all Environmental Permits it has obtained in connection with the Facility.

(i) Notwithstanding the provisions of this Environmental Compliance and Indemnification Agreement, the Company may in good faith contest the validity of the applicability of any Environmental Law. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company will endeavor to give notice of the foregoing to the Agency but failure to do so shall not be a breach of this Environmental Compliance and Indemnification Agreement.

4. INDEMNIFICATION PROVISIONS: The Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, and save harmless each and

every Indemnitee from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees for attorneys and experts selected by the Indemnitee, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of (a) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, 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 storage of petroleum or petroleum based products other than in accordance with applicable Environmental Law required for the operation of the Facility in the ordinary course of business, (b) the presence or claimed presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, or of any property adjacent to or within the immediate vicinity of the Premises, (c) 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 Premises, (d) human exposure to any Hazardous Substance to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) a material violation of any applicable Environmental Law, (f) material non-compliance with any Environmental Permit, (g) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in this Agreement, and (h) the designation by the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or any other governmental authority, of the Agency as a party responsible or potentially responsible for the remediation of any condition on the Premises (collectively, the "Indemnified Matters").

The liability of the Company to each Indemnitee hereunder shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected, by (i) any amendment or modification of any of the documents (a) entered into in connection with any prospective indebtedness associated with the Premises as approved by the Agency (the "Loan Documents") or (b) otherwise entered into in connection with the Financial Assistance (the "Agency Documents") by or for the benefit of the Agency, any lender, or any subsequent owner of the Premises, (ii) any extensions of time for payment or performance required by any of the Loan Documents or the Agency Documents, (iii) the release of the Company, any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents, the Agency Documents or this Agreement by operation of law, the lender's or Agency's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents or the Agency Documents, (v) any exculpatory provision contained in any of the Loan Documents or the Agency Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security, (vi) any investigation or inquiry conducted by or on the behalf of the Agency or any other Indemnitee or any information which the Agency or any other Indemnitee may have or obtain with respect to the environmental or ecological condition of the Premises, (vii) the sale or

assignment of any indebtedness associated with the Financial Assistance or the foreclosure of any mortgage, (viii) the sale, transfer or conveyance of all or part of the Premises, (ix) the dissolution or liquidation of the Company, (x) the release or discharge, in whole or in part, of the Company in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, (xi) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance, (xii) the expiration or termination of any lease between the Agency and the Company or any other person with respect to the Financial Assistance (the "Lease"), or (xiii) the reconveyance of title to the Premises by the Agency to the Company or any other person, whether in accordance with the terms of the Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Agency or any other Indemnatee, as part of the application process for the Financial Assistance or otherwise.

5. AGENCY'S LIMITED ROLE: The Agency's limited involvement herein results from its acquiring a nominal security interest in the Premises in exercise of its statutory purposes, and for no other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under New York Environmental Conservation Law ("ECL") Section 27-1323. As of the date of this Agreement, the Agency's limited involvement herein shall not be deemed to be participating in the management or development of the Premises as those terms are used in ECL Section 27-1323 or any other provision of Environmental Law, nor does the Agency have decision-making control, day-to-day management of environmental compliance, or responsibility for hazardous waste handling or disposal practices at the Premises.

6. MISCELLANEOUS:

(a) The Agency or any other Indemnatee agrees to notify the Company in writing of any failure by the Company to comply with any provision of this Environmental Compliance and Indemnification Agreement within thirty (30) business days after the Agency or any other Indemnatee becomes aware of such failure, and shall provide the Company with the opportunity to cure such failure within thirty (30) business days after receipt by the Company of such notice.

(b) Notwithstanding anything herein to the contrary, if by reason of force majeure the Company shall be unable in whole or in part to carry out its obligations under this Environmental Compliance and Indemnification Agreement and the Company shall give notice and full particulars of such force majeure in writing to the Agency and any other Indemnatee within a reasonable time after the occurrence of the event or cause relied upon, the obligations of the Company under this Environmental Compliance and Indemnification Agreement, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. Notwithstanding

anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to provide the indemnity required by Section 4 hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The Company shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

7. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency:       Orange County Industrial Development Agency  
Orange County Business Accelerator  
4 Crotty Lane, Suite 100  
New Windsor, New York 12553  
Attn.: Chairman

With a Copy to:      Kevin T. Dowd, Esq.  
46 Daisy Lane  
Montgomery, New York 12549

And to:               Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn.: Russell E. Gaenzle, Esq.

To the Company:      CPV Valley, LLC  
8403 Colesville Road, Suite 915  
Silver Spring, Maryland 20910  
Attn: General Counsel

-and-

CPV Valley, LLC  
c/o Competitive Power Ventures, Inc.

50 Braintree Hill Office Park, Suite 300  
Braintree, Massachusetts 02184  
Attn: Project Manager

With Copy To: Nixon Peabody LLP  
1300 Clinton Square  
Rochester, New York 14604  
Attn: Jonathan Penna, Esq.

To the Company: CPV Valley, LLC  
8403 Colesville Road, Suite 915  
Silver Spring, Maryland 20910  
Attn: Steve Remillard

With Copy To: Nixon Peabody LLP  
1100 Clinton Square  
Rochester, New York 14604  
Attn: Jonathan Penna, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8. GOVERNING LAW: This Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York.

9. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall together constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.


10. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Company, its successors and assigns, all subsequent owners of the Premises and their respective successors, assigns, executors, administrators, legal representatives, distributees and fiduciaries and shall inure to the benefit of the Agency and any other Indemnitee.

11. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT OR THE PREMISES, OR ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

**[Signature Page to Environmental Compliance Agreement]**

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
James R. Petro, Jr., Executive Director

**CPV VALLEY, LLC**

By: \_\_\_\_\_  
Name: Peter J. Podurgiel  
Title: Authorized Signatory

**[Signature Page to Environmental Compliance Agreement]**

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
James R. Petro, Jr., Executive Director

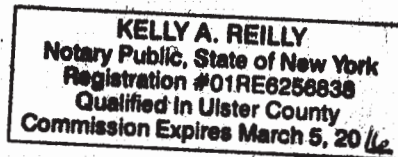
**CPV VALLEY, LLC**

By: \_\_\_\_\_  
Name: Peter J. Podurgiel  
Title: Authorized Signatory

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

On the 8<sup>th</sup> day of June in the year 2015, before me, the undersigned, personally appeared **James R. Petro, Jr.**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kelly A. Reilly  
Notary Public



COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF NORFOLK                    ) ss.:

On the \_\_\_\_ day of June in the year 2015, before me, the undersigned, personally appeared **Peter J. Podurgiel**, 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.

\_\_\_\_\_  
Notary Public

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

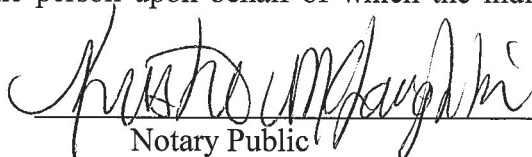
On the \_\_\_\_ day of June in the year 2015, before me, the undersigned, personally appeared **James R. Petro, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF NORFOLK                    ) ss.:

On the 8<sup>th</sup> day of June in the year 2015, before me, the undersigned, personally appeared **Peter J. Podurgiel**, 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.

  
Notary Public

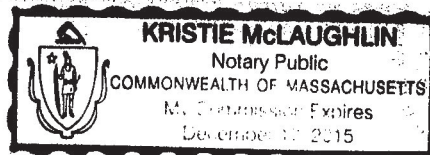


EXHIBIT A

Description of Land

- I. Land Owned by the Company and leased to the Agency
- II. Company Easements leased to the Agency

I. Land Owned by the Company and leased to the Agency

PASSERO ASSOCIATES

JOB NO. 20141905.0006

LEGAL DESCRIPTIONS:

(NYS PLANE COORDINATES NAD 83)

SECTION 4 BLOCK 1 LOT 40.22

PROPOSED LOT 1:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF WAWAYANDA, ORANGE COUNTY, STATE OF NEW YORK, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MOST WESTERLY CORNER OF THE LANDS OF BARMANN & DEAN LLC, NOW OR FORMERLY AT A STONE MONUMENT IN THE SOUTH BOUNDS OF NEW YORK STATE ROUTE 6 (A.K.A. SH. NO. 159), THENCE S 53 DEGREES 12 MINUTES 10 SECONDS E 1912.79 FEET TO A STONE MONUMENT IN THE NORTH BOUNDS OF INTERSTATE NO. 84; THENCE ALONG THE NORTH BOUNDS OF INTERSTATE NO. 84, THE FOLLOWING FIVE (5) COURSES: (1) S 60 DEGREES 18 MINUTES 03 SECONDS W 821.36 FEET TO A POINT; (2) S 59 DEGREES 16 MINUTES 43 SECONDS W 56.09 FEET TO A STONE MONUMENT; (3) S 71 DEGREES 41 MINUTES 08 SECOND W 794.42 FEET TO A STONE MONUMENT; (4) S 79 DEGREES 01 MINUTES 08 SECOND W 704.93 FEET TO A POINT; (5) S 85 DEGREES 04 MINUTES 28 SECONDS W 471.12 FEET TO A POINT MARKED BY A FALLEN TREE; THENCE N 53 DEGREES 39 MINUTES 02 SECONDS W 316.92 FEET TO A POINT; THENCE N 27 DEGREES 47 MINUTES 13 SECONDS E 35.00 FEET TO A POINT; THENCE N 62 DEGREES 12 MINUTES 47 SECONDS W 35.00 FEET TO A POINT LYING ON THE SOUTH BOUNDS OF NEW YORK STATE ROUTE 6 (A.K.A. SH. NO. 159); THENCE ALONG THE SOUTH BOUNDS OF NEW YORK STATE ROUTE 6 (A.K.A. SH. NO. 159), THE FOLLOWING NINE (9) COURSES: (1) N 13 DEGREES 05 MINUTES 19 SECONDS E 80.88 FEET TO A IRON PIN SET; (2) N 40 DEGREES 57 MINUTES 20 SECONDS E 112.22 FEET TO AN IRON PIN SET; (3) N 27 DEGREES 49 MINUTES 46 SECONDS E 319.65 FEET TO A STONE MONUMENT; (4) N 76 DEGREES 24 MINUTES 53 SECONDS E 64.46 FEET TO A POINT; (5) N 12 DEGREES 04 MINUTES 19 SECONDS E 34.79 FEET TO A POINT; (6) S 75 DEGREES 32 MINUTES 10 SECONDS W 52.58 FEET TO A STONE MONUMENT; (7) N 27 DEGREES 49 MINUTES 46 SECONDS E 228.41 FEET TO A POINT OF CURVATURE; THENCE (8) ON A CURVE TO THE RIGHT HAVING RADIUS = 1372.40 FEET, LENGTH = 461.86 FEET TO AN IRON PIN, (9) N 46 DEGREES 58 MINUTES 51 SECONDS E 1055.00 FEET TO THE PLACE OF BEGINNING; CONTAINING 3,159,424 SQUARE FEET OR 72.530 ACRES OF LAND, MORE OR LESS.

PASSERO ASSOCIATES

JOB NO. 20141905.0006

LEGAL DESCRIPTIONS:

(NYS PLANE COORDINATES NAD 83)

SECTION 4 BLOCK 1 LOT 38.32

NOTE; BEARINGS SHOWN HEREON ARE REFERENCED TO NYS PLANE COORDINATE SYSTEM NAD 83 PER SURVEY NOTE NO. 3. ROTATE THESE BEARINGS CLOCKWISE 09 DEGREES 18 MINUTES 55 SECONDS TO ACHIEVE BEARINGS PER FILED MAP #7015.

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF WAWAYANDA, COUNTY OF ORANGE, STATE OF NEW YORK, BRIEFLY DESCRIBED AS FOLLOWS:

BEING LOT 2 AS SHOWN ON A MAP ENTITLED "MAJOR SUBDIVISION PLAT P.J. ENTERPRISES, INC., TOWN OF WAWAYANDA, ORANGE COUNTY, NEW YORK", DATED FEBRUARY 26, 1985, LAST REVISED MARCH 18, 1985 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 29, 1985 AS MAP NO. 7015.

TOGETHER WITH A RIGHT TO USE A 30 FOOT WIDE EASEMENT AS SHOWN ON THE AFOREMENTIONED MAP, TO BE USED IN COMMON WITH ALL

OTHERS ENTITLED TO THE USE THEREOF, FOR INGRESS AND EGRESS PURPOSES FROM U.S. ROUTE 6 TO AND FROM THE PREMISES HEREIN CONVEYED.

PASSERO ASSOCIATES

JOB NO. 20141905.0006

LEGAL DESCRIPTIONS:

(NYS PLANE COORDINATES NAD 83)

SECTION 4 BLOCK 1 LOT 38.33

NOTE; BEARINGS SHOWN HEREON ARE REFERENCED TO NYS PLANE COORDINATE SYSTEM NAD 83 PER SURVEY NOTE NO. 3. ROTATE THESE BEARINGS CLOCKWISE 09 DEGREES 18 MINUTES 55 SECONDS TO ACHIEVE BEARINGS PER FILED MAP #7015.

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF WAWAYANDA, ORANGECOUNTY, NEW YORK, BRIEFLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND FORMERLY NUMBERED AND DESIGNATED ON THE TOWN OF WAWAYANDA TAX MAP AS SECTION 4 BLOCK 1 LOT 38.3.

BEING LOT NO. 3 AS SHOWN ON A MAP ENTITLED "MAJOR SUBDIVISION PLAT, P.J. ENTERPRISES, INC., TOWN OF WAWAYANDA, ORANGE COUNTY, NEW YORK", DATED FEBRUARY 26, 1985, LAST REVISED MARCH 18, 1985 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 29, 1985 AS MAP NO. 7015.

ALSO INCLUDING:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF WAWAYANDA, ORANGECOUNTY, NEW YORK, BRIEFLY DESCRIBED AS FOLLOWS

BEING A PARCEL OF LAND FORMERLY NUMBERED AND DESIGNATED ON THE TOWN OF WAWAYANDA TAX MAP AS SECTION 6 BLOCK 1 LOT 70.1.

SAID PARCEL IS ALSO SHOWN AND LOCATED ON THE SOUTHEASTERLY PORTION OF A FILED SUBDIVISION MAP ENTITLED "MAJOR SUBDIVISION PLAT, P.J. ENTERPRISES, INC., TOWN OF WAWAYANDA, ORANGE COUNTY, NEW YORK", DATED FEBRUARY 26, 1985, LAST REVISED MARCH 18, 1985 AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 29, 1985 AS MAP NO. 7015.

## II. Company Easements assigned to the Agency

- Easements described in that certain Transmission Line Easement Agreement made by Middletown Vehicle Realty, L.P. to CPV Valley, LLC recorded December 30, 2008 in Liber 12766 cp. 361, as amended by First Amendment to Transmission Line Easement Agreement dated February 19, 2015 between Seneco Enterprises, LLC and CPV Valley, LLC and recorded March 17, 2015 in Book 13862, Page 1217. Pertains to a portion of Tax Map Section 64 Block 1 Lot 1.1 (City of Middletown) and Section 5 Block 5 Lot 18.1 (Town of Wawayanda).
- Effluent Water Supply Easement Agreement by and between the City of Middletown and CPV Valley, LLC dated June 8, 2015 and recorded June 8, 2015 in Book 13904, Page 113.
- Effluent Water Supply Pump Station Easement Agreement by and between the City of Middletown and CPV Valley, LLC dated June 8, 2015 and recorded June 8, 2015 in Book 13904, Page 92.
- Rights to Improvements and Equipment constructed within the area described in that certain unrecorded Interim Permit (Account No. 82426) for use of State Owned Property granted by New York State Department of Transportation Real Estate Division to CPV Valley, LLC dated April 1, 2015. Pertains to a portion of the right-of way of New York State Highway 17M and New York State Route 6.

Transmission Line Easement Agreement made by Middletown Vehicle Realty, L.P. to CPV Valley, LLC recorded December 30, 2008 in Liber 12766 cp. 361, as amended by First Amendment to Transmission Line Easement Agreement dated February 19, 2015 between Seneco Enterprises, LLC and CPV Valley, LLC recorded March 17, 2015 in Book 13862, Page 1217.

**PARCEL 2A:**

**Permanent Easement:**

LEGAL DESCRIPTION FOR PERMANENT EASEMENT

P&P NO. 28131.02

PART OF TAX MAP SECTION 64 BLOCK 1 LOT 1.1 (CITY OF MIDDLETOWN)

PART OF TAX MAP SECTION 5 BLOCK 5 LOT 18.1 (TOWN OF WAWAYANDA)

ALL that parcel of land, situate and being in the City of Middletown, and Town of Wawayanda, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point in on the westerly side line of New York State Highway No. 17M., said point being a point in common with Lands now or formerly of First Falcon Realty, Inc., Tax Map Section 64, Block 1, Lot 1.2 (Deed Liber 11729 Page 655); as shown on map entitled "Middletown Vehicle Realty, L.P. Easement Exhibit Mapping as prepared by Pietrzak and Pfau Engineering and Surveying, PLLC" and

RUNNING THENCE along said side line South 11 degrees 21 minutes 00 seconds East 50.07 feet to a point in common with Tax Map Section 5 Block 5 Lot 18.1;

THENCE continuing along said side line South 10 degrees 34 minutes 00 seconds East 34.21 feet;

THENCE leaving said side line and running through Tax Map Section 5, Block 5, Lot 18.1; North 45 degrees 41 minutes 36 seconds West, 85.92 feet to a point in common with Tax Map Section 64, Block 1 Lot 1.1;

THENCE South 13 degrees 09 minutes 49 seconds West, 47.57 feet to a point in common with Tax Map Section 5 Block 5 Lot 18.1;

THENCE North 76 degrees 50 minutes 11 seconds West, 80.00 feet to a point in common with Tax Map Section 64 Block 1 Lot 1.1;

THENCE continuing through Lot 1.1 North 13 degrees 09 minutes 49 seconds East, 50.00 feet;

THENCE North 76 degrees 50 minutes 11 seconds West, 15.0 feet;

THENCE North 13 degrees 09 minutes 49 seconds East, 30.00 feet to a point in common with Lands now or formerly of First Falcon Realty, Inc., Tax Map Section 64 Block 1 Lot 1.2 (Deed Liber 11729 Page 655);

THENCE along said Lands of First Falcon Realty, Inc. South 76 degrees 50 minutes 11 seconds East, 134.00 feet to the point or place of BEGINNING.

Containing 0.22 = acres of land.

**Parcel 2B: Temporary Construction Easement No. 1 ):**

LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT NO. 1  
P&P NO. 28131.02

PART OF TAX MAP SECTION 64 BLOCK 1 LOT 1.1 (CITY OF MIDDLETOWN)  
PART OF TAX MAP SECTION 5 BLOCK 5 LOT 18.1 (TOWN OF WAWAYANDA)

ALL that parcel of land, situate and being in the City of Middletown, and Town of Wawayanda, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point in common with Lands now or formerly of First Falcon Realty, Inc., Tax Map Section 64, Block 1, Lot 1.2 (Deed Liber 11729 Page 655); said point also being a point in common with a permanent easement as shown on map entitled "Middletown Vehicle Realty, L.P. Easement Exhibit Mapping as prepared by Pietrzak and Pfau Engineering and Surveying, PLLC" and

RUNNING THENCE along said permanent easement and through Tax Map Section 64 Block 1 Lot 1.1 South 13 degrees 09 minutes 49 seconds East 30.00 feet;

THENCE South 76 degrees 50 minutes 11 seconds East 15.00 feet;

THENCE South 13 degrees 09 minutes 49 seconds West, 50.0 feet;

THENCE South 76 degrees 50 minutes 11 seconds East, 11.41 feet to a point in common with Tax Map Section 5, Block 5 Lot 18.1;

THENCE leaving said permanent easement and continuing through Tax Map Section 5 Block 5 Lot 18.1 South 39 degrees 47 minutes 24 seconds West, 38.77 feet;

THENCE North 76 degrees 50 minutes 11 seconds West, 9.69 feet;

THENCE North 13 degrees 09 minutes 49 seconds East, 24.66 feet to a point in common with Tax Map Section 64 Block 1 Lot 1.1;

THENCE continuing through Lot 1.1 North 76 degrees 50 minutes 11 seconds West, 33.80 feet;

THENCE South 84 degrees 10 minutes 36 seconds West, 64.95 feet;

THENCE North 05 degrees 49 minutes 24 seconds West, 90.00 feet to a point in common with Lands now or formerly of First Falcon Realty, Inc., Tax Map Section 64 block 1 Lot 1.2 (Deed Liber 11729 Page 655);

THENCE along said Lands of First Falcon Realty, Inc. North 84 degrees 10 minutes 36 seconds East, 80.00 feet;

THENCE South 76 degrees 50 minutes 11 seconds East, 49.50 feet to the point or place of BEGINNING.

Containing 0.27 = acres of land.

**PARCEL 2C: ACCESS EASEMENT:**

**LEGAL DESCRIPTION  
FOR  
ACCES EASEMENT AREA  
TAX MAP SECTION 64, BLOCK 1, LOT 1.1**

ALL that parcel of land, lying, situate and being in the City of Middletown, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point in common with Tax Map Section 5, Block 5, Lot 18.1 of the Town of Wawayanda, said point being further referenced as being a point in common with a 25' Wide Access Easement running through Lot 18.1 of the Town of Wawayanda; and

RUNNING THENCE through said Lot 1.1 North 06 degrees 05 minutes 00 seconds East 66.06 feet;

THENCE North 13 degrees 09 minutes 49 seconds East 31.55 feet to a point in common with lands now or formerly of First Falcone Realty, Inc., Tax Map Section 64, Block 1, Lot 1.23 (Deed Liber 11729, Page 655);

THENCE along said Lot 1.23 South 76 degrees 50 minutes 11 seconds East 39.00 feet to a point in common with the permanent easement area as shown on a map entitled "Middletown Vehicle Realty, L.P, Easement Exhibit Map", as prepared by Pietrzak & Pfau Engineering & Surveying, PLLC;

THENCE leaving said Lot 1.23 and running along the Permanent Easement Area as shown on the above mentioned map South 13 degrees 09 minutes 49 seconds West 30.00 feet;

THENCE South 76 degrees 50 minutes 11 seconds East 15.00 feet;

THENCE South 13 degrees 09 minutes 49 seconds West 50.00 feet;

THENCE leaving said Permanent Easement Area as shown on the above mentioned map and continuing through Lot 1.1 North 76 degrees 50 minutes 11 seconds West 22.79 feet;

THENCE South 06 degrees 05 minutes 00 seconds West 19.12 feet to a point in common with Tax Map Section 5, Block 5, Lot 18.1 of the Town of Wawayanda; along said Lot 18.1 North 72 degrees 38 minutes 00 seconds West 25.49 feet to the point or place of BEGINNING.

Containing 0.10 acres of land

AND

**LEGAL DESCRIPTION FOR  
25' WIDE ACCESS EASEMENT AREA  
TAX MAP SECTION 5, BLOCK 5, LOT 18.1**

ALL that parcel of land, lying, situate and being in the Town of Wawayanda, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point in on the northerly side line of New York State Highway No. 6 (a.k.a. New York State Highway 284), said point being a point in common with Tax Map Section 5, Block 5, Lot 18.1 of the Town of Wawayanda, said point being further referenced as being distant North 72 degrees 27 minutes 00 seconds East 41.10 feet from a point in common with lands now or formerly of Bradleys Comer Diner, Tax Map Section 5, Block 5, Lot 1.6.1 of the Town of Wawayanda; and

RUNNING THENCE through said Lot 18.1 North 06 degrees 28 minutes 00 seconds West 80.33 feet;

THENCE North 06 degrees 05 minutes 00 seconds East 357.53 feet to a point in common with Tax Map Section 64, Block 1, Lot 1.1 of the City of Middletown; thence along Lot 1.1 South 72 degrees 38 minutes 00 seconds E 25.49 feet;

THENCE leaving Lot 1.1 and running through Lot 18.1 South 06 degrees 05 minutes 00 seconds West 349.79 feet;

THENCE South 06 degrees 28 minutes 00 seconds East 72.69 feet to a point in common with the northerly side line of New York State Highway No.6 (a.k.a. New York State Highway 284);

THENCE along said side line South 72 degrees 27 minutes 00 seconds West 25.48 feet to the point or place of BEGINNING.

Containing 0.25± acres of land

**PARCEL 3A:**

Effluent Water Supply Easement Agreement by and between the City of Middletown and CPV Valley, LLC dated June 8, 2015 and recorded June 8, 2015 in Book 13904, Page 113.

EASEMENT #1 AKA PARCEL 3A  
PROPOSED 20 FOOT WIDE EASEMENT FOR PROCESS  
WATER LINE WITHIN THE RIGHT-OF-WAY OF DOLSON AVENUE

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF MIDDLETOWN, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE AT THE MOST SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF 225 DOLSON AVENUE, LLC, SAID PARCEL BEING A PORTION OF LOT 6 AS SHOWN ON A SUBDIVISION PLAT OF LANDS OF THE MIDDLETOWN BOARD OF EDUCATION PREPARED BY CHUMARD & MCEVILLY CONSULTING ENGINEERS AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 10, 1984, SURVEY MAP NO. 6542; THENCE,

- A. SOUTH  $07^{\circ} 17' 46''$  EAST, ALONG THE APPARENT EASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE, A DISTANCE OF 7.21 FEET TO A POINT ON THE APPARENT SOUTHERLY LINE OF THE CITY OF MIDDLETOWN; THENCE,
- B. SOUTH  $85^{\circ} 27' 20''$  WEST, ALONG THE APPARENT CITY LIMIT LINE, THROUGH THE RIGHT-OF-WAY OF DOLSON AVENUE, A DISTANCE OF 68.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE,
  - 1. SOUTH  $85^{\circ} 27' 20''$  WEST, A DISTANCE OF 20.03 FEET TO A POINT; THENCE,
  - 2. NORTHERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1324.74 FEET AND A CENTRAL ANGLE OF  $02^{\circ} 50' 08''$ , AN ARC DISTANCE OF 65.56 FEET TO A POINT; THENCE,
  - 3. NORTH  $84^{\circ} 54' 77''$  EAST, A DISTANCE OF 56.91 FEET TO A POINT; THENCE,
  - 4. NORTH  $05^{\circ} 05' 23''$  WEST, A DISTANCE OF 20.23 FEET TO A POINT; THENCE,
  - 5. NORTH  $02^{\circ} 13' 42''$  WEST, A DISTANCE OF 2.26 FEET TO A POINT OF CURVATURE; THENCE,
  - 6. NORTHERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2495.10 FEET AND A CENTRAL ANGLE OF  $05^{\circ} 55' 00''$ , AN ARC DISTANCE OF 257.66 FEET TO A POINT OF TANGENCY; THENCE,
  - 7. NORTH  $03^{\circ} 41' 18''$  EAST, A DISTANCE OF 99.20 FEET TO A POINT; THENCE,
  - 8. NORTH  $08^{\circ} 53' 57''$  EAST, A DISTANCE OF 83.45 FEET TO A POINT; THENCE,
  - 9. NORTH  $14^{\circ} 31' 47''$  EAST, A DISTANCE OF 27.10 FEET TO A POINT; THENCE,
  - 10. NORTH  $20^{\circ} 39' 32''$  EAST, A DISTANCE OF 44.38 FEET TO A POINT; THENCE,
  - 11. NORTH  $24^{\circ} 08' 16''$  EAST, A DISTANCE OF 36.86 FEET TO A POINT OF CURVATURE; THENCE,
  - 12. NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 748.53 FEET AND A CENTRAL ANGLE OF  $10^{\circ} 53' 20''$ , AN ARC DISTANCE OF 138.34 FEET TO A POINT; THENCE,
  - 13. NORTH  $15^{\circ} 11' 22''$  WEST, A DISTANCE OF 32.29 FEET TO A POINT; THENCE,
  - 14. NORTH  $37^{\circ} 35' 07''$  EAST, A DISTANCE OF 35.55 FEET TO A POINT; THENCE,
  - 15. NORTH  $39^{\circ} 07' 32''$  EAST, A DISTANCE OF 133.23 FEET TO A POINT; THENCE,
  - 16. NORTH  $39^{\circ} 39' 50''$  EAST, A DISTANCE OF 154.62 FEET TO A POINT; THENCE,

17. NORTH  $39^{\circ} 09' 39''$  EAST, A DISTANCE OF 202.49 FEET TO A POINT OF CURVATURE; THENCE,
18. NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3461.60 FEET AND A CENTRAL ANGLE OF  $05^{\circ} 51' 08''$ , AN ARC DISTANCE OF 353.56 FEET TO A POINT; THENCE,
19. NORTH  $28^{\circ} 14' 48''$  EAST, ALONG A LINE THAT IS NOT TANGENT TO THE CURVE DESCRIBED IN COURSE NO. 18, A DISTANCE OF 154.94 FEET TO A POINT; THENCE,
20. SOUTH  $59^{\circ} 11' 56''$  EAST, A DISTANCE OF 61.27 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE; THENCE,
21. SOUTH  $31^{\circ} 54' 52''$  WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE, A DISTANCE OF 20.00 FEET TO THE MOST NORTHERLY CORNER OF LANDS NOW OR FORMERLY OF HUDSON HERITAGE FEDERAL CREDIT UNION AS DESCRIBED IN A DEED RECORDED IN BOOK 13439 PAGE 1480; THENCE,
22. NORTH  $59^{\circ} 11' 56''$  WEST, THROUGH THE RIGHT-OF-WAY OF DOLSON AVENUE, A DISTANCE OF 39.97 FEET TO A POINT; THENCE,
23. SOUTH  $28^{\circ} 14' 48''$  WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 19, A DISTANCE OF 134.91 FEET TO A POINT; THENCE,
24. SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3481.60 FEET AND A CENTRAL ANGLE OF  $05^{\circ} 52' 00''$ , AN ARC DISTANCE OF 356.49 FEET TO A POINT OF TANGENCY; THENCE,
25. SOUTH  $39^{\circ} 09' 39''$  WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 17, A DISTANCE OF 202.58 FEET TO A POINT; THENCE,
26. SOUTH  $39^{\circ} 39' 50''$  WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 16, A DISTANCE OF 154.61 FEET TO A POINT; THENCE,
27. SOUTH  $39^{\circ} 07' 32''$  WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 15, A DISTANCE OF 132.86 FEET TO A POINT; THENCE,
28. SOUTH  $37^{\circ} 35' 07''$  WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 14, A DISTANCE OF 25.36 FEET TO A POINT; THENCE,
29. SOUTH  $15^{\circ} 11' 22''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 13, A DISTANCE OF 31.73 FEET TO A POINT; THENCE,

30. SOUTH 35° 05' 12" WEST, A DISTANCE OF 4.69 FEET TO A POINT OF CURVATURE; THENCE,
31. SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 728.53 FEET AND A CENTRAL ANGLE OF 10° 56' 56", AN ARC DISTANCE OF 139.22 FEET TO A POINT OF TANGENCY; THENCE,
32. SOUTH 24° 08' 16" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 11, A DISTANCE OF 36.25 FEET TO A POINT; THENCE,
33. SOUTH 20° 39' 32" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 10, A DISTANCE OF 42.71 FEET TO A POINT; THENCE,
34. SOUTH 14° 31' 47" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 9, A DISTANCE OF 25.05 FEET TO A POINT; THENCE,
35. SOUTH 08° 53' 57" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 8, A DISTANCE OF 81.55 FEET TO A POINT; THENCE,
36. SOUTH 03° 41' 18" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 7, A DISTANCE OF 98.29 FEET TO A POINT OF CURVATURE; THENCE,
37. SOUTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2475.10 FEET AND A CENTRAL ANGLE OF 05° 55' 00", AN ARC DISTANCE OF 255.59 FEET TO A POINT OF TANGENCY; THENCE,
38. SOUTH 02° 13' 42" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 5, A DISTANCE OF 1.76 FEET TO A POINT; THENCE,
39. SOUTH 05° 05' 23" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 4, A DISTANCE OF 39.73 FEET TO THE POINT; THENCE;
40. SOUTH 84° 54' 37" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 3, A DISTANCE OF 56.91 FEET TO THE POINT; THENCE;
41. SOUTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1304.74 FEET AND A CENTRAL ANGLE OF 02° 00' 33", AN ARC DISTANCE OF 45.75 FEET, WITH A CHORD BEARING OF SOUTH 06° 32' 01' EAST AND A CHORD DISTANCE OF 45.75 FEET TO THE POINT OR BEGINNING, CONTAINING 38,660 SQUARE FEET OR 1.127 ACRES OF LAND, MORE OR LESS AS SHOWN ON A MAP PREPARED BY PASSERO ASSOCIATES ENTITLED "BOUNDARY SURVEY PROPOSED"

EASEMENT FOR PROCESS WATER LINES DOLSON AVENUE AND LANDS OF THE CITY OF MIDDLETOWN" DATED 03/30/15.

**Parcel 3B:**

Effluent Water Supply Pump Station Easement Agreement by and between the city of Middletown and CPV Valley, LLC dated June 8, 2015 and recorded June 8, 2015 in Book 13904, Page 92.

EASEMENT #2 AKA PARCEL 3B  
PROPOSED 20 FOOT WIDE EASEMENT  
FOR PROCESS WATER LINES  
ON LANDS OF THE CITY OF MIDDLETOWN

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF MIDDLETOWN, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE AT THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF HUDSON HERITAGE FEDERAL CREDIT UNION AS DESCRIBED IN A DEED RECORDED IN BOOK 13439 PAGE 1480 ON THE SOUTH AND LANDS NOW OR FORMERLY OF THE CITY OF MIDDLETOWN OF THE NORTH; THENCE,

1. NORTH 31° 54' 52" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
2. SOUTH 59° 11' 56" EAST, THROUGH LANDS OF THE CITY OF MIDDLETOWN, A DISTANCE OF 294.02 FEET TO A POINT; THENCE,
3. SOUTH 42° 39' 41" EAST, A DISTANCE OF 17.52 FEET TO A POINT; THENCE,
4. SOUTH 61° 16' 15" EAST, A DISTANCE OF 32.14 FEET TO A POINT OF; THENCE,
5. SOUTH 75° 43' 38" EAST, A DISTANCE OF 303.08 FEET TO A POINT; THENCE,
6. SOUTH 14° 16' 22" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
7. NORTH 75° 43' 38" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 5, A DISTANCE OF 275.14 FEET; THENCE,
8. SOUTH 14° 16' 22" WEST, A DISTANCE OF 112.72 FEET TO A POINT; THENCE,
9. SOUTH 16° 48' 02" EAST, A DISTANCE OF 150.07 FEET TO A POINT; THENCE,
10. SOUTH 06° 16' 39" EAST, A DISTANCE OF 262.54 FEET TO A POINT; THENCE,

11. SOUTH 33° 00' 44" EAST, A DISTANCE OF 135.85 FEET TO A POINT; THENCE,
12. SOUTH 78° 49' 10" EAST, A DISTANCE OF 331.75 FEET TO A POINT; THENCE,
13. NORTH 11° 10' 50" EAST, A DISTANCE OF 66.73 FEET TO A POINT; PASSING THROUGH A POINT BEING 32.42 FEET DISTANT, SAID POINT BEING IN COMMON WITH THE TRUE POINT OF BEGINNING OF EASEMENT #7, PROPOSED EASEMENT FOR 12'X18' PRE-ENGINEERED BUILDING ON LANDS OF THE CITY OF MIDDLETOWN; THENCE,
14. SOUTH 78° 49' 10" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
15. SOUTH 11° 10' 50" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 13, A DISTANCE OF 86.73 FEET TO A POINT; THENCE,
16. NORTH 78° 49' 10" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 12, A DISTANCE OF 360.20 FEET TO A POINT; THENCE,
17. NORTH 33° 00' 44" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 11, A DISTANCE OF 149.05 FEET TO A POINT; THENCE,
18. NORTH 06° 16' 39" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 10, A DISTANCE OF 265.46 FEET TO A POINT; THENCE,
19. NORTH 16° 48' 02" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 9, A DISTANCE OF 153.79 FEET TO A POINT; THENCE,
20. NORTH 14° 16' 22" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 8, A DISTANCE OF 115.58 FEET TO A POINT; THENCE,
21. NORTH 61° 16' 15" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 4, A DISTANCE OF 48.77 FEET TO A POINT; THENCE,
22. NORTH 42° 39' 41" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 3, A DISTANCE OF 17.89 FEET TO A POINT; THENCE,
23. NORTH 59° 11' 56" WEST, ALONG A LINE BEING THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LANDS NOW FORMERLY OF HUDSON HERITAGE FEDERAL CREDIT UNION AND THEN ALONG SAID NORTHERLY LINE, A DISTANCE OF 291.50 FEET TO THE POINT OF BEGINNING, CONTAINING 34,943 SQUARE FEET OR .080 ACRES OF LAND, MORE OR LESS AS SHOWN ON A MAP PREPARED BY PASSERO ASSOCIATES ENTITLED "BOUNDARY SURVEY PROPOSED EASEMENT

FOR PROCESS WATER LINES DOLSON AVENUE AND LANDS OF THE CITY OF MIDDLETOWN" DATED 03/30/15.

**Parcel 3C:**

Effluent Water Supply Pump Station Easement Agreement by and between the city of Middletown and CPV Valley, LLC dated June 8, 2015 and recorded June 8, 2015 in Book 13904, Page 92.

EASEMENT #7 A/K/A PARCEL 3C

PROPOSED EASEMENT  
FOR 12'X18' PRE-ENGINEERED BUILDING  
ON LANDS OF THE CITY OF MIDDLETOWN

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF MIDDLETOWN, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE AT THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF HUDSON HERITAGE FEDERAL CREDIT UNION AS DESCRIBED IN A DEED RECORDED IN BOOK 13439 PAGE 1480 ON THE SOUTH AND LANDS NOW OR FORMERLY OF THE CITY OF MIDDLETOWN OF THE NORTH; THENCE, THE FOLLOWING THIRTEEN COURSES ALONG THE NORTHERLY AND EASTERLY LINES OF EASEMENT #2 AKA PARCEL 3B BEING A PROPOSED 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES;

1. NORTH 31° 54' 52" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
2. SOUTH 59° 11' 56" EAST, THROUGH LANDS OF THE CITY OF MIDDLETOWN, A DISTANCE OF 294.02 FEET TO A POINT; THENCE,
3. SOUTH 42° 39' 41" EAST, A DISTANCE OF 17.52 FEET TO A POINT; THENCE,
4. SOUTH 61° 16' 15" EAST, A DISTANCE OF 32.14 FEET TO A POINT; THENCE,
5. SOUTH 75° 43' 38" EAST, A DISTANCE OF 303.08 FEET TO A POINT; THENCE,
6. SOUTH 14° 16' 22" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
7. NORTH 75° 43' 38" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 5, A DISTANCE OF 275.14 FEET; THENCE,
8. SOUTH 14° 16' 22" WEST, A DISTANCE OF 112.72 FEET TO A POINT; THENCE,
9. SOUTH 16° 48' 02" EAST, A DISTANCE OF 150.07 FEET TO A POINT; THENCE,

10. SOUTH 06° 16' 39" EAST, A DISTANCE OF 262.54 FEET TO A POINT; THENCE,
  11. SOUTH 33° 00' 44" EAST, A DISTANCE OF 135.85 FEET TO A POINT; THENCE,
  12. SOUTH 78° 49' 10" EAST, A DISTANCE OF 331.75 FEET TO A POINT; THENCE,
  13. NORTH 11° 10' 50" EAST, A DISTANCE OF 32.42 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING IN COMMON WITH THE WEST LINE OF AFORESAID 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES; THENCE,
1. LEAVING THE WEST LINE OF AFORESAID 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES; NORTH 78° 09' 01" WEST, A DISTANCE OF 4.88 FEET TO A POINT; THENCE,
  2. NORTH 11° 50' 59" EAST, A DISTANCE OF 14.00 FEET TO A POINT; THENCE,
  3. SOUTH 78° 09' 01" EAST, ALONG A LINE PARALLEL WITH AND 14 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 1, AND PARTIALLY THROUGH THE AFORESAID 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
  4. SOUTH 11° 50' 59" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 2, AND THROUGH THE AFORESAID 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES, A DISTANCE OF 14.00 FEET TO A POINT; THENCE,
  5. NORTH 78° 09' 01" WEST, ALONG A LINE PARALLEL WITH AND 14 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 3, AND THROUGH THE AFORESAID 20 FOOT WIDE EASEMENT FOR PROCESS WATER LINES, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING; CONTAINING 280 SQUARE FEET OR .006 ACRES OF LAND, MORE OR LESS AS SHOWN ON A MAP PREPARED BY PASSERO ASSOCIATES ENTITLED "BOUNDARY SURVEY PROPOSED EASEMENT FOR PROCESS WATER LINES DOLSON AVENUE AND LANDS OF THE CITY OF MIDDLETOWN" DATED 03/30/15.

**Parcel 4:**

Interim Permit (Account No. 82426) for use of State Owned Property granted by New York State Department of Transportation Real Estate Division to CPV Valley, LLC dated April 1, 2015 for Sanitary Sewer and Potable Water and process water lines and discharge pipelines as depicted on maps attached to said Permit and described as follows:

EASEMENT #3 AKA PARCEL 4  
PROPOSED 20 FOOT WIDE EASEMENT FOR PROCESS  
WATER LINE WITHIN THE RIGHT-OF-WAY OF NEW YORK STATE HIGHWAY  
17M AND NEW YORK STATE ROUTE 6

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF WAWAYANDA, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE AT THE MOST SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF 225 DOLSON AVENUE, LLC, SAID PARCEL BEING A PORTION OF LOT 6 AS SHOWN ON A SUBDIVISION PLAT OF LANDS OF THE MIDDLETOWN BOARD OF EDUCATION PREPARED BY CHUMARD & MCEVILLY CONSULTING ENGINEERS AND FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON APRIL 10, 1984, SURVEY MAP NO. 6542; THENCE,

A. SOUTH  $07^{\circ}17'46''$  EAST, ALONG THE APPARENT EASTERLY RIGHT-OF-WAY LINE OF DOLSON AVENUE, A DISTANCE OF 7.21 FEET TO A POINT ON THE APPARENT SOUTHERLY LINE OF THE CITY OF MIDDLETOWN; THENCE,

B. SOUTH  $85^{\circ}27'20''$  WEST, ALONG THE APPARENT CITY LIMIT LINE, THROUGH THE RIGHT-OF-WAY OF DOLSON AVENUE, A DISTANCE OF 68.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE,

1. SOUTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1304.74 FEET AND A CENTRAL ANGLE OF  $06^{\circ}05'38''$ , AN ARC DISTANCE OF 138.77 FEET TO A POINT OF TANGENCY; THENCE,

2. SOUTH  $13^{\circ}37'56''$  EAST, A DISTANCE OF 325.19 FEET TO A POINT; THENCE,

3. SOUTH  $07^{\circ}57'32''$  EAST, A DISTANCE OF 157.51 FEET TO A POINT; THENCE,

4. SOUTH  $14^{\circ}14'41''$  EAST, A DISTANCE OF 278.55 FEET TO A POINT; THENCE,

5. SOUTH  $11^{\circ}06'40''$  EAST, A DISTANCE OF 306.23 FEET TO A POINT; THENCE,

6. SOUTH  $40^{\circ}36'03''$  WEST, A DISTANCE OF 35.79 FEET TO A POINT; THENCE,

7. SOUTH  $09^{\circ}24'35''$  EAST, A DISTANCE OF 81.00 FEET TO A POINT; THENCE,

8. SOUTH  $05^{\circ}59'36''$  WEST, A DISTANCE OF 87.93 FEET TO A POINT; THENCE,

9. SOUTH  $36^{\circ}09'36''$  WEST, A DISTANCE OF 88.22 FEET TO A POINT; THENCE,

10. SOUTH  $72^{\circ}20'48''$  WEST, A DISTANCE OF 197.02 FEET TO A POINT; THENCE,

11. SOUTH  $16^{\circ}33'10''$  EAST, A DISTANCE OF 100.36 FEET TO A POINT; THENCE,

12. SOUTH  $78^{\circ}05'49''$  WEST, A DISTANCE OF 133.66 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6; THENCE,

13. NORTH  $86^{\circ}33'36''$  WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 18.90 FEET TO A POINT IN COMMON

WITH THE NORTH LINE NOW OR FORMERLY OF KRISUJEN REALTY LP AS DESCRIBED IN A DEED RECORDED IN BOOK 5692 PAGE 246; THENCE,

14. SOUTH  $63^{\circ} 11' 24''$  WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 142.70 FEET TO THE NORTHWEST CORNER OF SAID KRISUJEN REALTY, SAID POINT BEING IN COMMON WITH THE NORTH EAST CORNER OF LANDS NOW OR FORMERLY OF LANDS ALSO OWNED BY KRISUJEN REALTY LP AS DESCRIBED IN A DEED RECORDED IN BOOK 2696 PAGE 552; THENCE;

15. SOUTH  $64^{\circ} 24' 08''$  WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 48.71 FEET TO A POINT IN COMMON WITH THE NORTH LINE OF SAID KRISUJEN REALTY; THENCE,

16. LEAVING THE COMMON LINE OF SAID KRISUJEN REALTY LP, SOUTH  $68^{\circ} 54' 17''$  WEST, THROUGH THE RIGHT-OF-WAY OF NEW YORK STATE ROUTE 6, A DISTANCE OF 156.13 FEET TO A POINT; THENCE;

17. SOUTH  $78^{\circ} 31' 59''$  WEST, A DISTANCE OF 104.20 FEET TO A POINT; THENCE,

18. NORTH  $69^{\circ} 19' 48''$  WEST, A DISTANCE OF 49.08 FEET TO A POINT; THENCE,

19. SOUTH  $77^{\circ} 10' 58''$  WEST, A DISTANCE OF 225.97 FEET TO A POINT OF CURVATURE; THENCE,

20. WESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF  $11^{\circ} 43' 17''$ , AN ARC DISTANCE OF 7.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE,

21. SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1130.00 FEET AND A CENTRAL ANGLE OF  $13^{\circ} 40' 33''$ , AN ARC DISTANCE OF 269.72 FEET TO A POINT OF TANGENCY; THENCE,

22. SOUTH  $51^{\circ} 47' 16''$  WEST, A DISTANCE OF 585.61 FEET TO A POINT; THENCE,

23. SOUTH  $50^{\circ} 14' 24''$  WEST, A DISTANCE OF 353.30 FEET TO A POINT; THENCE,

24. SOUTH  $35^{\circ} 57' 35''$  WEST, A DISTANCE OF 100.70 FEET TO A POINT; THENCE,

25. SOUTH  $47^{\circ} 32' 17''$  WEST, A DISTANCE OF 787.04 FEET TO A POINT; THENCE,

26. SOUTH  $48^{\circ} 10' 40''$  WEST, A DISTANCE OF 175.92 FEET TO A POINT; THENCE,

27. SOUTH  $44^{\circ} 14' 04''$  WEST, A DISTANCE OF 369.57 FEET TO A POINT ON THE SOUTH EASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6; THENCE,

28. SOUTH  $46^{\circ} 58' 51''$  WEST, ALONG THE SOUTH EASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 33.22 FEET TO A POINT OF CURVATURE IN COMMON WITH THE NORTH WESTERLY LINE NOW OR FORMERLY

BARMANN & DEAN LLC AS DESCRIBED IN A DEED RECORDED IN BOOK 5540 PAGE 273; THENCE,

29. SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1372.44 FEET AND A CENTRAL ANGLE OF  $01^{\circ} 14' 18''$ , AN ARC DISTANCE OF 29.66 FEET TO A POINT IN COMMON WITH THE NORTHWESTERLY LINE OF SAID BARMANN & DEAN LLC; THENCE,

30. LEAVING THE COMMON LINE OF SAID BARMANN & DEAN LLC, NORTH  $06^{\circ} 02' 02''$  EAST, THROUGH THE RIGHT-OF-WAY OF NEW YORK STATE ROUTE 6, A DISTANCE OF 9.13 FEET TO A POINT OF CURVATURE; THENCE;

31. NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF  $38^{\circ} 12' 02''$ , AN ARC DISTANCE OF 36.67 FEET TO A POINT OF TANGENCY; THENCE,

32. NORTH  $44^{\circ} 14' 04''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 27, A DISTANCE OF 391.91 FEET TO A POINT; THENCE,

33. NORTH  $48^{\circ} 10' 40''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 26, A DISTANCE OF 176.49 FEET TO A POINT; THENCE,

34. NORTH  $47^{\circ} 32' 17''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 25, A DISTANCE OF 784.90 FEET TO A POINT; THENCE,

35. NORTH  $35^{\circ} 57' 35''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 24, A DISTANCE OF 101.18 FEET TO A POINT; THENCE,

36. NORTH  $50^{\circ} 14' 24''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 23, A DISTANCE OF 356.06 FEET TO A POINT; THENCE,

37. NORTH  $51^{\circ} 47' 16''$  EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 22, A DISTANCE OF 585.89 FEET TO A POINT OF CURVATURE; THENCE,

38. NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF  $13^{\circ} 40' 27''$ , AN ARC DISTANCE OF 274.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE,

39. EASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF  $11^{\circ} 43' 11''$ , AN ARC DISTANCE OF 11.25 FEET TO A POINT OF TANGENCY; THENCE,

40. NORTH 77° 10' 58" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 19, A DISTANCE OF 300.34 FEET TO A POINT; THENCE,
41. SOUTH 12° 49' 02" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
42. SOUTH 77° 10' 58" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET SOUTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 40, A DISTANCE OF 38.08 FEET TO A POINT; THENCE,
43. SOUTH 69° 19' 48" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 18, A DISTANCE OF 13.09 FEET TO A POINT; THENCE,
44. NORTH 78° 31' 59" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 17, A DISTANCE OF 96.75 FEET TO A POINT; THENCE,
45. NORTH 68° 54' 17" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 16, A DISTANCE OF 153.66 FEET TO A POINT; THENCE,
46. NORTH 64° 24' 08" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 15, A DISTANCE OF 47.71 FEET TO A POINT; THENCE,
47. NORTH 63° 11' 24" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 14, A DISTANCE OF 147.89 FEET TO A POINT; THENCE,
48. SOUTH 86° 33' 36" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 13, A DISTANCE OF 21.61 FEET TO A POINT; THENCE,
49. NORTH 78° 05' 49" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 12, A DISTANCE OF 109.28 FEET TO A POINT; THENCE,
50. NORTH 16° 33' 10" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 11, A DISTANCE OF 98.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6; THENCE,
51. NORTH 72° 20' 48" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 10, A DISTANCE OF 210.11 FEET TO A POINT IN COMMON WITH THE SOUTHERLY PROPERTY LINE NOW OR FORMERLY OF SELKIRK WAREHOUSES INC. AS DESCRIBED IN A DEED RECORDED IN BOOK 12936 PAGE 1433; THENCE,

52. NORTH 36° 09' 36" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 9, A DISTANCE OF 76.30 FEET TO A POINT IN COMMON WITH THE SOUTHEASTERLY PROPERTY LINE OF SAID SELKIRK WAREHOUSES INC.; THENCE,
53. NORTH 05° 59' 36" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 8, A DISTANCE OF 79.84 FEET TO A POINT IN COMMON WITH THE EAST PROPERTY LINE OF SAID SELKIRK WAREHOUSES INC.; THENCE,
54. NORTH 09° 24' 35" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 7, A DISTANCE OF 80.10 FEET TO A POINT IN COMMON WITH THE EAST PROPERTY LINE OF SAID SELKIRK WAREHOUSES INC.; THENCE,
55. NORTH 10° 17' 52" WEST, A DISTANCE OF 7.43 FEET TO A POINT IN COMMON WITH THE EAST PROPERTY LINE OF SAID SELKIRK WAREHOUSES INC.; THENCE,
56. LEAVING THE COMMON LINE OF SAID SELKIRK WAREHOUSES INC., NORTH 40° 36' 03" EAST, THROUGH THE RIGHT-OF-WAY OF NEW YORK STATE ROUTE HIGHWAY 17M, A DISTANCE OF 35.57 FEET TO A POINT; THENCE,
57. NORTH 11° 06' 40" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 5, A DISTANCE OF 295.99 FEET TO A POINT; THENCE,
58. NORTH 14° 14' 41" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 4, A DISTANCE OF 279.10 FEET TO A POINT; THENCE,
59. NORTH 07° 57' 32" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 3, A DISTANCE OF 157.61 FEET TO A POINT; THENCE,
60. NORTH 13° 37' 56" WEST, ALONG A LINE PARALLEL WITH AND 20 FEET WESTERLY FROM THE LINE DESCRIBED IN COURSE NO. 2, A DISTANCE OF 324.20 FEET TO A POINT OF CURVATURE; THENCE,
61. NORTHERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1324.74 FEET AND A CENTRAL ANGLE OF 06° 08' 21", AN ARC DISTANCE OF 141.95 FEET TO A POINT; THENCE,
62. NORTH 85° 27' 20" EAST, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING; CONTAINING 108,301 SQUARE FEET OR 2.486 ACRES OF LAND, MORE OR LESS.

**Parcel 5:**

Interim Permit (Account No. 82426) for use of State Owned Property granted by New York State Department of Transportation Real Estate Division to CPV Valley dated April 1, 2015 for an

electrical duct bank as depicted on maps attached to said Permit located on the Westside of Route 17M to City of Middletown Line and described as follows:

EASEMENT #4 AKA PARCEL 5  
PROPOSED 20 FOOT WIDE EASEMENT FOR  
ELECTRIC TRANSMISSION LINES WITHIN THE  
RIGHT-OF-WAY OF NEW YORK STATE HIGHWAY 17M

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF  
WAWAYANDA, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NEW YORK  
STATE HIGHWAY 17M AT THE MOST NORTHEAST CORNER OF LANDS NOW OR  
FORMERLY OF BARMANN & DEAN, LLC, SAID PARCEL BEING A PORTION OF LOT 3  
AS SHOWN ON A SUBDIVISION PLAT OF LANDS OF P.J. ENTERPRISES, INC.  
PREPARED BY A.R. SPARACO JR. SURVEYORS AND PLANNERS, AND FILED IN THE  
ORANGE COUNTY CLERK'S OFFICE ON APRIL 29, 1985, SURVEY MAP NO. 7015;  
THENCE,

1. NORTH 35° 01' 47" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF  
NEW YORK STATE HIGHWAY 17M, A DISTANCE OF 16.17 FEET TO A POINT IN  
COMMON WITH THE EASTERLY LINE NOW OR FORMERLY OF KRISUJEN REALTY,  
LP AS DESCRIBED IN A DEED RECORDED IN BOOK 5692 PAGE 241; THENCE,
2. LEAVING THE COMMON LINE OF SAID KRISUJEN REALTY LP, NORTH 06° 54'  
22" WEST, THROUGH THE RIGHT-OF-WAY OF NEW YORK STATE HIGHWAY 17M, A  
DISTANCE OF 128.22 FEET TO A POINT; THENCE;
3. NORTH 17° 56' 23" WEST, A DISTANCE OF 251.56 FEET TO A POINT; THENCE,
4. NORTH 42° 37' 08" WEST, A DISTANCE OF 21.39 FEET TO A POINT; THENCE,
5. NORTH 13° 40' 32" WEST, A DISTANCE OF 633.16 FEET TO A POINT; THENCE,
1. NORTH 45° 41' 36" WEST, A DISTANCE OF 19.86 FEET TO A POINT ON THE  
APPARENT WESTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE  
HIGHWAY 17M; THENCE,
7. LEAVING THE APPARENT WESTERLY RIGHT-OF-WAY LINE OF NEW YORK  
STATE HIGHWAY 17M, PASSING THROUGH THE NORTH EAST MOST CORNER OF  
LANDS NOW OR FORMERLY OF SELKIRK WAREHOUSES INC. AS DESCRIBED IN A  
DEED RECORDED IN BOOK 12936 PAGE 1433, ENTERING A PERMANENT EASEMENT  
GRANTED TO CPV VALLEY LLC, RECORDED IN THE ORANGE COUNTY CLERKS  
OFFICE, AT LIBER 12766 OF DEEDS PAGE 361, NORTH 45° 41' 36" WEST, A  
DISTANCE OF 52.30 FEET TO A POINT WITHIN LANDS NOW OR FORMERLY OF

SENECO ENTERPRISES LLC AS DESCRIBED IN A DEED RECORDED IN BOOK 12936  
PAGE 1437; THENCE;

8. NORTH 71° 47' 56" WEST, A DISTANCE OF 47.47 FEET TO A POINT; THENCE,
9. NORTH 18° 12' 04" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
10. SOUTH 71° 47' 56" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
NORTHERLY FROM THE LINE DESCRIBED IN COURSE NO. 8 A DISTANCE OF 52.11  
FEET TO A POINT; THENCE,
11. SOUTH 45° 41' 36" EAST, A DISTANCE OF 27.98 FEET TO A POINT ON THE  
APPARENT WESTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE HIGHWAY 17M;  
THENCE,
12. SOUTH 45° 41' 36" EAST, THROUGH THE RIGHT-OF-WAY LINE OF NEW YORK  
STATE HIGHWAY 17M A DISTANCE OF 54.56 FEET TO A POINT; THENCE,
13. SOUTH 13° 40' 32" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 5, A DISTANCE OF 633.73  
FEET TO A POINT; THENCE,
14. SOUTH 42° 37' 08" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 4, A DISTANCE OF 20.61  
FEET TO A POINT; THENCE,
15. SOUTH 17° 56' 23" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 3, A DISTANCE OF 257.87  
FEET TO A POINT; THENCE,
16. SOUTH 06° 54' 22" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
EASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 2, A DISTANCE OF 125.15  
FEET TO A POINT; THENCE,
17. SOUTH 35° 01' 47" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET  
NORTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 1, A DISTANCE OF  
11.27 FEET TO A POINT; THENCE,
18. SOUTH 34° 24' 53" EAST, A DISTANCE OF 7.49 FEET TO A POINT; THENCE,
19. SOUTH 06° 07' 04" WEST, A DISTANCE OF 45.23 FEET TO A POINT; THENCE,
20. SOUTH 28° 48' 33" WEST, A DISTANCE OF 2.43 FEET TO A POINT ON THE  
APPARENT WESTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE HIGHWAY 17M;  
THENCE,
21. NORTH 01° 39' 45" WEST, ALONG THE WESTERLY RIGHT-OF-WAY OF NEW  
YORK STATE HIGHWAY 17M, A DISTANCE OF 21.37 FEET TO A POINT IN COMMON  
WITH SAID BARMANN & DEAN; THENCE,

22. NORTH 34° 24' 53" WEST, A DISTANCE OF 24.88 FEET TO THE POINT OF BEGINNING; CONTAINING 23,958 SQUARE FEET OR 0.550 ACRES OF LAND, MORE OR LESS.

**Parcel 6:**

Interim Permit (Account No. 82426) for use of State Owned Property granted by New York State Department of Transportation Real Estate Division to CPV Valley dated April 1, 2015 for a potable water line connect or as depicted on maps attached to said Permit and described as follows:

EASEMENT #5 AKA PARCEL 6  
PROPOSED 20 FOOT EASEMENT  
FOR POTABLE WATER LINE CONNECTION  
WITHIN THE RIGHT-OF-WAY OF NEW YORK STATE ROUTE 6

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF WAWAYANDA, IN ORANGE COUNTY AND STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6 AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF BARMANN & DEAN, LLC, HAVING TAX ACCOUNT PARCEL NUMBER 4-1-40.22; THENCE

- A. SOUTH 46° 58' 51" WEST, ALONG THE APPARENT SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 1055.00 FEET TO A POINT OF CURVATURE; THENCE,
  - B. SOUTHWESTERLY, ALONG SAID APPARENT SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1372.40 FEET, A DISTANCE OF 461.86 FEET TO A POINT OF TANGENCY; THENCE,
  - C. SOUTH 27° 49' 46" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 348.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE,
1. NORTH 65° 19' 36" WEST, THROUGH THE RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 101.45 FEET TO A POINT; THENCE,
  2. NORTH 24° 40' 23" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,
  3. SOUTH 65° 19' 36" EAST, ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY FROM THE LINE DESCRIBED IN COURSE NO. 1, A DISTANCE OF 102.55 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6; THENCE,
  4. SOUTH 27° 49' 46" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 6, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING; CONTAINING 2,040 SQUARE FEET OR 0.047 ACRES OF LAND, MORE OR LESS.

## EXHIBIT B

(Exceptions to Representations and Warranties)

### **Pending or Threatened Matters**

Jeanne and Joseph Viserta and Ariana Groenstyn v. Town of Wawayanda Planning Board and CPV Valley, LLC, N.Y. Supreme Court, County of Orange (Index. No. 2015 003947): Notice of Petition and Verified Petition filed on May 22, 2015 commencing a special proceeding under Article 78 of the N.Y. Civil Practice Law and Rules seeking an Order [a] vacating the approval of the amended site plan given by the Planning Board of the Town of Wawayanda on April 22, 2015 to CPV Valley, LLC; [b] remanding CPV Valley, LLC's application for amended site plan approval to the Town of Wawayanda Planning Board for the preparation and review of a Supplemental Environmental Impact Statement, [c] awarding to petitioners the costs and disbursements of this action.

Pramilla Srivistava, et ano v. New York State Department of Environmental Conservation and Competitive Power Ventures Holdings, LLC, N.Y. Supreme Court, Orange County (Index No. 13-7926). This Article 78 proceeding was commenced in New York Supreme Court, Orange County, by Pramilla Srivastava and another (pro se) against the New York State Department of Environmental Conservation and Competitive Power Ventures Holdings, LLC on October 10, 2013, challenging certain permits issued by the Department of Environmental Conservation. Supreme Court dismissed the proceeding by Order issued January 15, 2014. Petitioners filed a notice of Appeal dated February 20, 2014, but failed to perfect that appeal within the six months provided by the rules of the Appellate Division. By unappealable Order dated January 5, 2015, the Appellate Division, Second Department dismissed the appeal. In addition, the Petitioners requested renewal and reargument in the Supreme Court, which was denied by Order served with Notice of Entry on May 1, 2014. Petitioners filed a Notice of Appeal dated May 30, 2014, but again failed to perfect that appeal within the six months provided by the rules of the Appellate Division. The Appellate Division has not yet issued an Order dismissing the appeal. Under the Appellate Division rules, the appeal is deemed abandoned, and may not be perfected without permission of the Court.