

**CPV VALLEY, LLC**

**to**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**LEASE AGREEMENT**

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**Dated as of June 1, 2015**

**LEASE AGREEMENT  
(Company to Agency)**

THIS LEASE AGREEMENT, dated as of the 1<sup>st</sup> day of June, 2015 (the "Lease Agreement"), 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").

**WITNESSETH:**

The Company desires to (a) lease to the Agency certain real property, including any buildings, structures or improvements thereon the Company owns in fee (the "Fee Parcel") together with its easement and leasehold rights in certain real property, including any buildings, structures or improvements thereon (collectively, the "Easement Parcels") described in Exhibit A attached hereto and (b) lease the improvements, equipment and other personal property described on Exhibit B hereto (the "Improvements" and "Equipment"; and, together with the Fee Parcel and the Easement Parcels, the "Facility"), pursuant to the terms contained herein, during the term of that certain Leaseback Agreement, dated as of the date hereof, from the Agency to the Company (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases the Improvements, the Equipment, the Fee Parcel and Easement Parcels upon the terms and conditions of this Lease Agreement; *provided, however*, that, under the Leaseback Agreement, the Agency's leasehold, easement or other interest in the Facility shall be for the sole purpose of the Agency conferring certain financial assistance 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 Facility, nor shall (or has) the Agency participate(d) in the management or participate(d) in the development of the Facility, except as otherwise provided in the Leaseback Agreement.

Upon the Company's acquisition of any additional real property interests or equipment and improvements in connection with the Project (as defined in the Leaseback Agreement) subsequent to the date hereof (the "Supplemental Property"), the Company shall lease or assign to the Agency, and the Agency shall lease or accept such assignment from the Company, a leasehold or easement interest, as the case may be, in such Supplemental Property. No later than sixty (60) days following the date of the Company commencing commercial operation of the Facility, the Company and the Agency shall amend and restate this Lease Agreement or execute a lease supplement (or other similar agreement) to transfer a leasehold and/or easement interest in the Supplemental Property (the "Lease Supplements") and make all necessary filings for the purpose of adding Supplemental Property to the Leaseback Agreement and this Lease

Agreement. The Lease Supplements shall also include any modification of the Land as described herein in the event the Company modifies any of the easement or leasehold interests covered by this Lease Agreement.

2. Title. The Company will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title to the Facility or lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.

3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").

4. Rent. The Agency agrees that it will pay to the Company, for the use of the Facility, rent of One Dollar (\$1.00) per annum.

5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Facility, if any, during the Lease Term in accordance with the terms of the Leaseback Agreement.

6. Maintenance and Insurance of Facility. The Company shall maintain and insure the Facility in accordance with the terms of the Leaseback Agreement. The Agency shall not be required to maintain the Facility or incur any costs with respect to the Facility. All insurance or condemnation proceeds shall be distributed and governed by the terms of the Leaseback Agreement.

7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Facility to the Company in the then condition of the Facility.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, construction, equipping, owning and leasing of the Facility, including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party.

9. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent thereto in writing, fee title to the Facility

and the leasehold estate of the Agency therein created by this Lease Agreement, shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold or easement estate by the Company or by the Agency or by a third party, by purchase or otherwise.

10. 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 Copy To:       Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn.: Russell E. Gaenzle, Esq.

-and-

Kevin T. Dowd, Esq.  
46 Daisy Lane  
Montgomery, New York 12549

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  
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.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and the Company, and not of any member, officer, agent (other than the Company) or employee of the Agency or the Company in his/her individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency or the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Orange County, New York and neither the State of New York nor Orange County, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale, lease or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Leaseback Agreement).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency or the Company hereunder shall be sought or enforced against the Agency or the Company unless (i) the party seeking such order or decree shall first have requested the Agency or the Company in writing to take the action sought in such order or decree of specific performance and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency or the Company shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency or the Company refuses to comply with such request and the Agency's or the Company's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Agency or the Company (as the case may be), an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency or the Company refuses to comply with such request and the Agency's or the Company's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency or the Company (as the case may be) and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

12. Severability. In the event any provision of this Lease 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.



13. Amendments, Changes and Modifications. This Lease Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

14. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

15. Applicable Law. This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

16. Recording and Filing. This Lease Agreement, or a memorandum thereof shall be recorded or filed, as the case may be, in the Office of the Clerk of Orange County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

17. Section Headings Not Controlling. The headings of the several sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of, any provision of this Lease Agreement.

18. No Broker. The Agency and the Company represent and warrant to the other that neither the Agency nor the Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Lease Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

19. Entire Agreement. This Lease Agreement constitutes the entire agreement between the Agency and the Company with respect to the matters contained herein.

20. No Joint Venture. The relationship between the parties hereto, created by this Lease Agreement, shall be that of landlord and tenant, and this Lease Agreement shall not in any way create a joint venture between the parties hereto.

21. Investment Tax Credit. The parties agree that the Company shall be entitled to all depreciation deductions with respect to any depreciable property in the Facility pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Facility which constitutes "Section 38 Property".

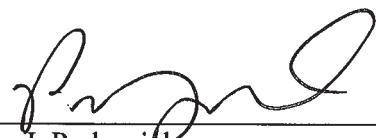
22. Termination. The Company shall be entitled to terminate this Lease Agreement in accordance with Article VIII of the Leaseback Agreement.

*[Remainder of Page Intentionally Left Blank]*

**[Signature Page to Lease Agreement]**

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

**CPV VALLEY, LLC**

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

**[Signature Page to Lease Agreement]**

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

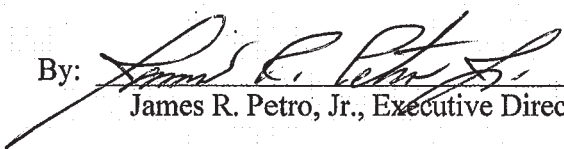
**CPV VALLEY, LLC**

By: \_\_\_\_\_

Name: Peter J. Podurgiel

Title: Authorized Signatory

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_

James R. Petro, Jr., Executive Director

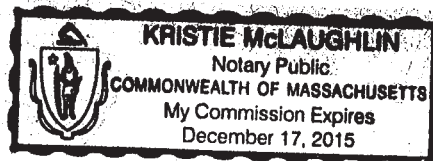


[Acknowledgement Page to Lease Agreement]

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



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.

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

[Acknowledgement Page to Lease Agreement]

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 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

KELLY A. REILLY  
Notary Public, State of New York  
Registration #01RE6256838  
Qualified in Ulster County  
Commission Expires March 5, 2016

**EXHIBIT A**

Description of Land

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

[See Attached]

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**

### **Description of the Improvements and the Equipment**

All machinery, apparatus, appliances, equipment, fittings, fixtures and furnishings and other property of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable in connection with the present or future operation and occupancy of the Facility together with any replacements therefore to the extent acquired in the name of the Agency by the Company pursuant to the agency appointment described in Section 2.2 of that certain Leaseback Agreement, dated as of June 1, 2015, by and between the Agency and the Company (the "Leaseback Agreement"), or to the extent the Company conveys title to the Agency, including the energy generation facility constructed by the Company in the Town of Wawayanda and City of Middletown, Orange County, New York.