

June 24, 2015

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CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: Orange County Industrial Development Agency ("OCIDA")
CPV Valley, LLC
Route 6 in the Town of Wawayanda and City of Middletown, Orange County, NY

Ladies and Gentlemen:

Enclosed herewith please find a copy of the Payment In Lieu of Tax Agreement and the Application for Real Property Tax Exemption with respect to the above-captioned matter.

Very truly yours,


Russell E. Gaenzle

REG/lap

Enclosures

cc: James R. Petro, Jr., OCIDA
Steven Remillard
Jonathan Penna, Esq.

AFFECTED TAXING JURISDICTIONS

Honorable Steven M. Neuhaus
Orange County Executive
40 Matthews Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 2973

City of Middletown
Attn: Mayor
16 James Street
Middletown, New York 10940
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 2997

City of Middletown
Attn: Commissioner of Assessment
16 James Street
Middletown, New York 10940
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 3017

Enlarged City School District of Middletown
Attn: Superintendent
223 Wisner Avenue
Middletown, New York 10940
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 3031

Mr. John I. McCarey
Real Property Tax Service
124 Main Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 2980

Town of Wawayanda
Attn: Town Supervisor
80 Ridgebury Hill Road
Slate Hill, New York 10973
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 3000

Town of Wawayanda
Attn: Town Assessor
80 Ridgebury Hill Road
Slate Hill, New York 10973
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 3024

Minisink Valley School District
Attn: Superintendent
2320 Route 6
Slate Hill, New York 10973
CERTIFIED MAIL RECEIPT #:
7014 1820 0001 9608 9921

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

CPV VALLEY, LLC

PAYMENT IN-LIEU-OF-TAX AGREEMENT

Premises & Tax Map Numbers:

**Route 6, Wawayanda, New York
(Currently known as Tax Map ID Nos. 4-1-38.33, 4-1-38.32, 4-1-40.22, 5-5-18.1, 64-1-1.1
and 49-1-8) in the Town of Wawayanda and City of Middletown, Orange County, New
York**

Affected Tax Jurisdictions:

**Orange County
City of Middletown
Town of Wawayanda
Middletown Central School District
Minisink Valley School District**

Dated as of June 1, 2015

PAYMENT IN-LIEU-OF-TAX AGREEMENT

THIS PAYMENT IN-LIEU-OF TAX AGREEMENT, dated as of June 1, 2015 (the "PILOT Agreement"), is by and between 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"), and **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").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act"), as a body corporate and politic and as a public benefit corporation of the State of New York; 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, in order to induce the Company to acquire, construct and equip the Facility, the Agency has leased, or may lease, the Fee Parcel, including any buildings, structures and improvements thereon, from the Company or been assigned, or will be assigned, the Company's easement interests in the Easement Parcels and the Utility Line Easements and Improvements, including any buildings, structures and improvements thereon, pursuant to that certain Lease Agreement, dated as of June 1, 2015 (the "Lease Agreement") and thereafter leased the Fee Parcel, the Easement Parcels and the Utility Line Easements and Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of June 1, 2015 (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this PILOT Agreement, making provisions for payments-in-lieu-of-taxes by the Company to the Agency for the benefit of Orange County (the "County"), the Town, the City, the Minisink Valley School District and the Middletown Central School District (collectively, the "School District"; and, together with the County, the Town, and the City, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I- Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date of the Town (**March 1, 2016**) (the "Taxable Status Date") of New York State Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the **2016/2017** School District tax year and the **2017** City, Town, and County tax years. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the City, Town, County and School. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors to process and

approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any valid, legal reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act as in effect on the date of closing; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors by the Taxable Status Date.

B. Payee. As long as the Facility is leased by the Company to the Agency or under the Agency's jurisdiction, control or supervision, the Company agrees to pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes, on or before **January 31** of each calendar year (each, a "Payment Date"), commencing on January 31, 2017, an amount equal to the PILOT Payments, as described on Schedule A attached hereto and as further described herein, and also subject to credits against PILOT Payments as described herein. Each annual PILOT Payment shall cover a "PILOT Year", which shall be a July 1 through and including the succeeding June 30 fiscal tax year of the School and the following January 1 through and including the succeeding December 31 fiscal tax years of the City, Town and County as shown on said Schedule A.

(i) For the period during construction of the Facility and prior to the commencement of Total PILOT Payments as provided for in subsection (ii) below, the Company will pay "Land PILOT Payments" on or before the Payment Dates of January 31, 2017 and January 31, 2018 as set forth on Schedule A. No other payments shall be required prior to the commencement of the Total Annual PILOT Payments as set forth in subsection (ii) below.

(ii) It is the intention of the parties that so long as this PILOT Agreement is in effect, the Company shall pay Project Improvement PILOT Payments for a full twenty (20) year period after Project Commercial Operation Date (as defined below), in addition to the Land PILOT Payments, all as set forth on Schedule A. The Total PILOT Payments (comprising Land PILOT Payments and Project Improvement PILOT Payments) as described on Schedule A will commence in the January following the March 1 taxable status date of the Town after the Project Commercial Operation Date. The Company agrees to use commercially reasonable efforts in accordance with industry conditions and standards to complete the entire Project no later than **February 28, 2019**.

(iii) For purposes of this Agreement, "Project Commercial Operation Date" shall mean the date specified by the Company in a written notice addressed and delivered to the Agency as of which the Company has commenced the sale of energy from the Project on a commercial (rather than a test) basis to one or more purchasers. It is currently anticipated that

the projected Project Commercial Operation Date will occur no later than **February 28, 2019** and the Company hereby agrees that it shall provide written notice to the Agency if it is necessary to extend such Projected Commercial Operation Date beyond such date and the reasons therefor.

(iv) The Agency shall send bills (or cause bills to be sent) to the Company for each PILOT Payment, on or before January 15 of each PILOT Year. Failure by the Agency to bill or invoice for amounts due hereunder shall not relieve the Company from its obligations hereunder.

(v) The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

Section 1.2 Allocation.

A. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

B. The Company shall have no obligation to ensure appropriate distributions by the Agency and shall be deemed released from any further obligations for any such payment made to the Agency. The Agency acknowledges its obligations under Section 874 of the Act. Any penalties or interest to any Affected Tax Jurisdiction for late payment or distribution of any PILOT Payment or portion thereof by the Agency shall not be an obligation of the Company, provided the Company has made any such PILOT Payment in a timely manner or has paid any penalty or interest due thereon as set forth herein.

Section 1.3 Tax Rates. For purposes of determining the allocation of the Total PILOT Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, City and Town purposes, the tax rates used to determine the allocation of the PILOT Payment shall be the tax rates relating to the calendar year in which the PILOT Payment is due. For School purposes, the tax rates used to determine such allocation shall be the rate relating to the fiscal School year which begins in the calendar year prior to the calendar year in which the PILOT Payment is due.

Section 1.4 Valuation of Future Additions to the Facility.

A. The PILOT Payments provided for in this PILOT Agreement shall not increase or decrease based on (i) the construction cost of the Facility, (ii) any modifications, repairs, additions or deletions thereto, (iii) any Lease Supplements (as such term is defined in the Lease Agreement) or any modification of the real property interests comprising the Facility as provided for in the Lease Agreement, or (iv) for any other reason, so long as the design nameplate capacity of the Facility is not increased above 753 megawatts ("MWs") (any such

additions which increase the nameplate capacity of the Project above [753] MWs, together with any associated real property interests, roadways, equipment, transmission facilities, substations, or other improvements shall be collectively referred to as, the "Additional MW Facilities").

B. If there shall be a future addition to the Facility constructed or added in any manner after the date of this PILOT Agreement which constitutes Additional MW Facilities, the Company shall notify the Agency of such addition. The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Beginning with the PILOT Years after the Town's Taxable Status Date after the Project Commercial Operation Date of any such Additional MW Facilities, the Company shall become liable for payment of an increase in the Total PILOT Payment. The Agency shall notify the Company of any proposed increase in the Total PILOT Payment related to such Additional MW Facilities based on the Town's assessed value of such Additional MW Facilities. If the Company shall disagree with the determination of assessed value for any Additional MW Facilities made by the Town, then, and in that event, said valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT Payment related to the Additional MW Facilities until a different PILOT Payment related to the Additional MW Facilities shall be established. If a lesser PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the Total PILOT Payment shall be recalculated and any excess payment (plus interest thereon as though such excess constituted a refund of Real Estate Taxes under RPTL Section 726) shall be refunded to the Company or, in the Company's sole discretion, such excess payment (plus any accrued interest), shall be applied as a credit against the next succeeding PILOT Payment.

Section 1.5 Period of Benefits.

A. Subject to the extension of the term hereof and the period of time for benefits hereunder as set forth herein and in the Leaseback Agreement, the tax benefits provided for herein should be deemed to include (i) the **2016/2017** School tax year through the **2038/2039** School tax year, and (ii) the **2017** County and Town (and City, if applicable) tax year through the **2039** County and Town (and City, if applicable) tax year. This PILOT Agreement shall expire on **December 31, 2039**; *provided, however*, the Company shall pay the **2039/2040** School tax bill and **2040** County and Town (and City, if applicable) tax bills on the dates and in the amounts as if the Agency did not hold an interest in the Facility on the applicable tax status date with respect to such tax years. Subject to the extension of the term hereof and the period of time for benefits hereunder as set forth herein and in the Leaseback Agreement, in no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings (except that no public hearings shall be required for an extension which provides for twenty (20) full PILOT years after Project Commercial Operation Date as provided for herein). The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of years elapsed), supersede and are in substitution of the

exemptions provided by Section 485-b of the RPTL (except that the Company may file for, and pursue, any RPTL Section 485-b exemption, which may be applicable to any SID Charges (as defined in Section II herein)). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

B. Extension of Term. The parties agree that the intent of this PILOT Agreement is to facilitate construction of the Facility and secure PILOT Payment revenues for the Affected Tax Jurisdictions for a period of twenty (20) full PILOT Years (as such term is illustrated in Schedule A attached hereto) following the Project Commercial Operation Date. In the event Project Commercial Operation Date is delayed beyond **February 28, 2019** as a result of events reasonably unforeseeable by the Company (at the present time), with the prior approval of the Agency, the Lease Agreement, Leaseback Agreement and this PILOT Agreement shall be amended to provide for a delay in the commencement of the twenty (20) full PILOT Years following the Taxable Status Date of the Town after the actual Project Commercial Operation Date.

Section II- Special District Charges, Special Assessments and other charges.

Section 2.1 All lawfully levied and/or assessed special improvement district charges, special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water or water sewer charges against the Facility (all such charges, assessments and levies collectively, the "SID Charges") levied and billed by or on behalf of any special improvement district or any entity or body with authority to levy SID Charges (individually or collectively, a "SID") or any Affected Tax Jurisdiction are to be paid in full in accordance with normal billing practices.

Section 2.2 Credit for SID Charges for New Hampton Fire District "NHFD"). Notwithstanding the foregoing, any SID Charge for the NHFD which is billed to the Company in excess of the NHFD SID Charge in any year as set forth on Schedule A attached hereto shall be credited and deducted against the Total PILOT Payment due for the same year as set forth on Schedule A in which any such NHFD SID Charge is levied.

Section III- Transfer of Facility.

Section 3.1 In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated) (the "Transfer") and the Company is ineligible for a continued tax exemption under some other tax incentive or exemption program, or if the exemption available under such other incentive program results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I hereof, the Company agrees to pay to each of the Affected Tax Jurisdictions within thirty (30) days (plus any applicable grace period) of receipt of a valid invoice or bill, an amount equal to the taxes and assessments due in accordance with RPTL Sections 302 and 520 or other applicable law. If the Company is eligible for a continued tax exemption under another tax incentive or exemption program, the amount of the Company's payment shall be reduced by the amount of exemption under such program.

Section 3.2 Credit/Refund for Prepaid PILOT Payments. Notwithstanding the foregoing, the Company has the right to request any Affected Tax Jurisdiction to deduct from such property tax amounts as set forth in Section 3.1 hereof or as otherwise required by law, any PILOT Payments previously paid pursuant to this PILOT Agreement by the Company relating to any period of time after the date of the Transfer. If any Affected Tax Jurisdiction refuses to permit such a deduction, the Company shall be entitled to seek, receive and collect from any Affected Tax Jurisdiction (A) a refund in the amount which would have been deductible pursuant to the terms hereof within thirty (30) days of such refusal plus (B) interest on such amount at the annual rate applicable to delinquent property taxes for such Affected Tax Jurisdiction, beginning as of the date of such refusal and continuing until such amount is paid to the Company. If any Affected Tax Jurisdiction refuses to permit the deduction described above and also refuses to make the refund (plus applicable interest as described above) within thirty (30) days of the refusal to permit the deduction as described above, the Company may pursue any remedies available at law or in equity to collect such refund (plus applicable interest) from the Affected Tax Jurisdiction. The Company acknowledges that the Agency shall have no duty to require any Affected Tax Jurisdiction to make such a deduction or refund, and the Agency shall have no liability to the Company for the failure of any Affected Tax Jurisdiction to make any such deduction or refund.

Section IV- Assessment Challenges.

Section 4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before, and be heard by, the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein. In the event it is determined or agreed that the assessment should be reduced and the Company is entitled to a refund for any portion of any payment made hereunder, such refund shall be deemed to be and treated as a refund of taxes, including interest thereon, under RPTL Section 726 or other applicable law and shall be paid by the applicable Affected Tax Jurisdictions. In the event any Affected Tax Jurisdiction improperly fails to pay a refund as contemplated herein, the Company may deduct the amount of such refund, together with applicable interest thereon, from the next PILOT Payment or Payments due for such Affected Tax Jurisdiction hereunder or to pursue any other remedy available to the Company at law or in equity.

Section 4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement, as if, and to the same extent as if, the Company were the owner of the Facility. In the event it is determined or agreed that the assessment should be reduced and the Company is entitled to a refund for any portion of any overpayment made hereunder, such refund shall be deemed to be and treated as a refund of taxes, including interest thereon, under RPTL Section 726 or other applicable law and shall be paid by the applicable Affected Tax

Jurisdictions. In the event any Affected Tax Jurisdiction improperly fails to pay a refund as contemplated herein, the Company may deduct the amount of such refund, together with applicable interest thereon, from the next PILOT Payment or Payments due for such Affected Tax Jurisdiction hereunder or to pursue any other remedy available to the Company at law or in equity.

Section 4.3 The Company shall file any accounts or tax returns properly required by the appropriate real estate tax assessment office and tax levy officers.

Section V- Changes in Law.

Section 5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 5.2 Credit Against PILOT Payments. Should under any subsequently adopted State or local law the Company pay in any calendar year to an Affected Tax Jurisdiction any amounts constituting ad valorem real property taxes with respect to the Facility (which, for this purpose, shall include any Additional MW Facilities) or the interest therein of the Company or the occupancy thereof by the Company (but not including (A) sales and use taxes and (B) special assessments of any nature, special ad valorem charges of any nature or governmental charges in the nature of utility charges, including, but not limited to, water, solid waste, sewage treatment or sewer or other rents, rates and charges), then the Company's obligation hereunder to make PILOT Payments in such calendar year shall be reduced by the amounts which the Company shall have so paid or be obligated to pay to or for the benefit of such Affected Tax Jurisdiction in such calendar year. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the governing body of the Affected Tax Jurisdiction and the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date on which such PILOT Payment is due.

Section VI- Events of Default.

Section 6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I hereof within thirty (30) days of the Payment Date (the "Delinquency Date") and failure to pay same within ten (10) days after receipt of notice of said delinquency; (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; and failure to pay same within the (10) days after receipt of notice of said delinquency or (iii) cure any occurrence and/or continuance of any events of default under the Lease Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts

to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

Section 6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: (A) with respect to payments to be made pursuant to Section I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 above, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5.00%) of the amount due, and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest shall accrue and be paid on the total amount due plus a late payment penalty in an amount equal to one percent (1%) per month until the payment is made; and (B) with respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the applicable penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII- Assignment.

Section 7.1 No portion of any interest in this PILOT Agreement may be assigned by the Company nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder, except in connection with an assignment by the Company of any or all of its interests in the Leaseback Agreement as set forth in, and approved by the Agency to the extent required under, Section 6.3 of the Leaseback Agreement; or in connection with an assignment, mortgage, collateral assignment, or grant of security interest in all or any part of Company's interests in this PILOT Agreement, or any part or parts thereof, in connection with the Company's debt, equity, or other financing of the Facility as provided in Section 6.1 and other provisions of the Leaseback Agreement. In connection with any such assignment, mortgage, collateral assignment or grant of security interest, the Agency agrees to execute an estoppel certificate regarding the status of this PILOT Agreement, and such further documents as are reasonably requested by any person providing debt, equity, or other financing for the Facility.

Section VIII- Miscellaneous.

Section 8.1 Counterparts. This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 8.3 Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, 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
1300 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.

Section 8.5 Applicable Law. This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Orange County, New York.

Section 8.7 Agency Nonrecourse. Notwithstanding any other term or condition contained herein, all obligations of the Agency and the Company hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency or the Affected Taxing Jurisdictions, as the case may be, by the Company. No member of the Agency or the Company nor any person executing this PILOT Agreement on the Agency's or the Company's behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency or the Company, or of any successor or political subdivision, either directly or through the Agency or the Company or any such successor, all such liability of such members, officers, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

Section 8.9 Agency Consents to be Reasonable. Any approval, consent, opinion or judgment of the Agency provided for herein shall not be unreasonably withheld, conditioned or delayed, except as may be specifically provided for otherwise herein.

Section 8.10 Affected Tax Jurisdictions Deemed to Agree to Refunds/Credits. It is understood and agreed that it is the intention of the parties that inasmuch as the Affected Tax Jurisdictions are receiving rights and benefits under this PILOT Agreement, the Affected Tax Jurisdictions shall be bound by the provisions hereof, including without limitation the provisions in Sections 3.2, 4.1 and 4.2, as if they were signatories hereto. The provisions of Sections 3.2, 4.1, 4.2 and this Section 8.10 shall survive the termination or expiration of this PILOT Agreement. The Agency shall have no affirmative obligation to seek enforcement of these provisions.

Section 8.11 Successors and Assigns. This PILOT Agreement shall inure to the benefit of, and shall be binding upon the Agency, the Company and their respective successors and assigns.

Section 8.12 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this PILOT Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this PILOT Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

Section 8.13 Section Headings Not Controlling. The headings of the several Sections in this PILOT Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this PILOT Agreement.

Section 8.14 No Waiver. In the event any agreement herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.15 Amendment. This PILOT Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

Section 8.16 Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Agency in accordance with the laws of the State of New York, this PILOT Agreement constitutes the parties' entire agreement with respect to the subject set forth herein, and no other agreements or policies, written or unwritten, implied or express, will be deemed effective.

Section 8.17 Change in Tax Parcel or Tax Account Identification Numbers. Any change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by a Town to identify or classify all or any part of the Facility shall not modify this PILOT Agreement.

Section 8.18 Attorneys' Fees. Notwithstanding any provision to the contrary in this PILOT Agreement, the Leaseback Agreement or any other agreement between the Company and the Agency, if any party should default in performing any of its obligations, covenants and agreements under this PILOT Agreement and the other party should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation or agreement herein contained, the defaulting party agrees that it will, on demand therefor, pay to the non-defaulting party the reasonable fees and disbursements of such attorneys and such other reasonable expenses so incurred.

[Remainder of Page Intentionally Left Blank]

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement 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 PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement 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

SCHEDULE A
TO PILOT AGREEMENT DATED AS OF JUNE 1, 2015,
BY AND BETWEEN THE
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND
CPV VALLEY, LLC

"Total PILOT Payments" shall be in the amounts set forth below, subject to credits against, or supplements to, PILOT Payments as provided for in the PILOT Agreement, and also subject to an extension of the Twenty Year Term for Total PILOT Payments as provided for in the PILOT Agreement:

Year	Total Land PILOT Payments	Project Improvement PILOT Payment	Total PILOT Payments	New Hampton Fire District SID Charges for purposes of Credits Against, or Supplements to, Total PILOT Payments
Construction Year 1	\$ 26,618.13			\$ 2,286.01
Construction Year 2	26,618.13			2,286.01
PILOT Year 1	\$ 26,618.13	\$ 1,130,500	\$ 1,157,118.13	\$ 216,975.95
PILOT Year 2	27,150.50	1,131,660	1,158,810.50	221,315.47
PILOT Year 3	27,693.51	1,132,843	1,160,536.51	225,741.78
PILOT Year 4	28,247.38	1,134,050	1,162,297.38	230,256.61
PILOT Year 5	28,812.32	1,135,281	1,164,093.32	234,861.75
PILOT Year 6	29,388.57	1,672,787	1,702,175.57	239,558.98
PILOT Year 7	29,976.34	1,674,067	1,704,043.34	244,350.16
PILOT Year 8	30,575.87	1,675,374	1,705,949.87	249,237.16
PILOT Year 9	31,187.39	1,676,706	1,707,893.39	254,221.91
PILOT Year 10	31,811.13	1,678,065	1,709,876.13	259,306.35
PILOT Year 11	32,447.36	1,926,952	1,959,399.36	264,492.47
PILOT Year 12	33,096.30	1,928,366	1,961,462.30	269,782.32
PILOT Year 13	33,758.23	1,929,808	1,963,566.23	275,177.97
PILOT Year 14	34,433.39	2,131,279	2,165,712.39	280,681.53
PILOT Year 15	35,122.06	2,182,780	2,217,902.06	286,295.16
PILOT Year 16	35,824.50	2,940,560	2,976,384.50	292,021.06
PILOT Year 17	36,540.99	3,242,122	3,278,662.99	297,861.48
PILOT Year 18	37,271.81	3,243,714	3,280,985.81	303,818.71
PILOT Year 19	38,017.25	3,445,338	3,483,355.25	309,895.09
PILOT Year 20	38,777.59	3,446,995	3,485,772.59	316,092.99
Total	\$699,986.88	\$40,459,247.00	\$41,105,997.62	\$5,276,516.92

SCHEDULE B

Land for the Facility

- 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° 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° 51' 08", AN ARC DISTANCE OF 353.56 FEET TO A POINT; THENCE,
19. NORTH 28° 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° 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° 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° 11' 56" WEST, THROUGH THE RIGHT-OF-WAY OF DOLSON AVENUE, A DISTANCE OF 39.97 FEET TO A POINT; THENCE,
23. SOUTH 28° 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° 52' 00", AN ARC DISTANCE OF 356.49 FEET TO A POINT OF TANGENCY; THENCE,
25. SOUTH 39° 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° 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° 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° 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° 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° 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° 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° 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° 31' 59" WEST, A DISTANCE OF 104.20 FEET TO A POINT; THENCE,

18. NORTH 69° 19' 48" WEST, A DISTANCE OF 49.08 FEET TO A POINT; THENCE,

19. SOUTH 77° 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° 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° 40' 33", AN ARC DISTANCE OF 269.72 FEET TO A POINT OF TANGENCY; THENCE,

22. SOUTH 51° 47' 16" WEST, A DISTANCE OF 585.61 FEET TO A POINT; THENCE,

23. SOUTH 50° 14' 24" WEST, A DISTANCE OF 353.30 FEET TO A POINT; THENCE,

24. SOUTH 35° 57' 35" WEST, A DISTANCE OF 100.70 FEET TO A POINT; THENCE,

25. SOUTH 47° 32' 17" WEST, A DISTANCE OF 787.04 FEET TO A POINT; THENCE,

26. SOUTH 48° 10' 40" WEST, A DISTANCE OF 175.92 FEET TO A POINT; THENCE,

27. SOUTH 44° 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° 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.



NYS BOARD OF REAL PROPERTY SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Orange County Industrial Development Agency
Street 4 Crotty Lane, Suite 100
City New Windsor, New York 12553
Telephone no. Day (845) 234-4192
Evening ()
Contact James R. Petro, Jr.
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name CPV Valley, LLC
Street 8403 Colesville Road, Suite 915
City Silver Spring, Maryland 20910
Telephone no. Day (240) 723-2300
Evening ()
Contact Steve Remillard
Title

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) see attached Schedule A
b. Street address see attached Schedule A
c. City, Town or Village Wawayanda (Town)
d. School District Middletown & Minisink CSDs
e. County Orange
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease Agreement, a memorandum of which was recorded on or about June 12, 2015.

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) construct a water treatment facility and related improvements
b. Type of construction
c. Square footage
d. Total cost \$700,000,000
e. Date construction commenced Summer, 2015
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2039

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached PILOT Agreement

b. Projected expiration date of agreement December 31, 2039

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Orange</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Waywayanda & Middletown</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Middletown & Minleink</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CSD		

d. Person or entity responsible for payment

Name CPV Valley, LLC
 Title _____
 Address 8403 Colesville Rd, Suite 915
Silver Spring, Maryland 20910

e. Is the IDA the owner of the property? Yes/ ☒ (circle one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. The IDA has a leasehold interest in the property.

Telephone 240-723-2300

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) ☐ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption Section 874 of NYS GML assessment roll year _____

7. A copy of this application, including all attachments, has been mailed or delivered on 6/24/15 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James R. Petro, Jr., Executive Director _____ of
 Name Title
Orange County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

6/12/15
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable: _____

 Date

 Assessor's signature

Schedule to RP-412-a

<u>Tax Map ID #</u>	<u>Address</u>	<u>Municipality</u>
4-1-38.33	Route 6	Wawayanda (Town)
4-1-38.32	Route 6	Wawayanda (Town)
4-1-40.22	Route 6	Wawayanda (Town)
5-5-18.1	292 Dolson Avenue	Wawayanda (Town)
64-1-1.1	Plank Road	
49-1-8	Dolson Avenue	Middletown (City)