

## EASEMENT AGREEMENT

THIS AGREEMENT is made as of this 17<sup>th</sup> day of February, 2016, by and between CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a New York corporation with an address at 284 South Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as "Grantor"), and East Fishkill Corporate Park, LLC, a Domestic Limited Liability Company, with an address at 4 Nancy Court, Suite 3, Wappingers Falls, New York 12590 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the fee owner of certain real property containing approximately 2.97 acres located in the Town of East Fishkill, County of Dutchess, State of New York (Tax Lot No. 6355-00-425975) and all as more particularly described in Exhibit A attached hereto and made a part hereof (said property being hereinafter referred to as the "Grantor Parcel"); and

WHEREAS, Grantee has requested that Grantor grant and convey to Grantee an easement across/within the Grantor Parcel so as to allow Grantee to install underground utilities and construct one (1) driveway; and

WHEREAS, Grantor is willing to grant such easement to Grantee subject to and in accordance with the terms and conditions set forth in this Agreement.

### WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Attached hereto as Exhibit B is a site plan showing the location of the Grantor Parcel, and the location of the easement area within which the underground utilities and driveway is to be installed (said area is hereinafter referred to as the "Easement Area"). The

Easement Area is fifty (50) feet wide and one hundred (100) feet long and a description of the Easement Area is attached as Exhibit C.

2. Grantor hereby grants and conveys to Grantee a non-exclusive easement in and to the Easement Area, as shown and depicted in Exhibits A-C, for the sole purpose of installing, underground utilities and a driveway. The location of said Easement being more particularly described in Exhibit C hereof (said underground utilities and driveway being hereinafter referred to as the "Improvements"). Said easement is and shall be for the benefit of Grantee and its, successors and assigns.

3. Grantee shall have the sole obligation for preparing the Easement Area for the installation of the Improvements. In that regard, Grantee shall, at Grantee's sole cost and expense, prepare plans and specifications relating to the site work required in the Easement Area to allow for the installation of the Improvements and shall submit such plans and specifications to Grantor. Grantor shall have the right to review and approve all such plans and specifications. Once Grantor has approved such plans and specifications, Grantee and Grantor shall sign such plans confirming their approval and any and all work undertaken in the Easement Area shall be in conformity with such approved plans and specifications. Thereafter, and once all of the required site preparation work has been completed in accordance with the approved plans and specifications, the parties shall coordinate as to the timing and schedule for Grantee to install and construct the Improvements.

4. As previously indicated, the easement granted herein is non-exclusive, and Grantor shall continue to have the right to use the Grantor Parcel and the Easement Area for any and all uses and the Grantor, its successors and assigns and Grantor's employees, agents and contractors, reserve the right to continue to use, operate, maintain, repair and replace the electric

transmission line located on the Grantor Parcel and in or near the Easement Areas for the present or future needs of Grantor for any utility use, including without limitation uses related to gas transmission or distribution, electricity transmission or distribution, telecommunications or fiber optics. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the Easement Areas on a twenty-four hour a day, seven days a week basis for purpose of operation, maintenance, construction, reconstruction and repair of Grantor's facilities, and Grantor and its employees, agents and contractors shall have the right to use the Improvements which presently exist or which are to be constructed by Grantee within the Easement Area for ingress to and egress from the Grantor Parcel.

5. Any physical damage to Grantor's property that is caused by members of the general public or Grantee, its successors, assigns, lessees, employees, contractors and invitees in the construction, reconstruction, use or maintenance of the Improvements or the Easement Area may, after notice to Grantee by Grantor identifying the damage, be repaired by Grantor at the expense of Grantee. In the event Grantor exercises such right to repair any such damage, Grantee shall, within twenty (20) days of receiving an invoice from Grantor, reimburse Grantor for any and all costs and expenses incurred by Grantor in repairing such damage.

6. The operation and use of the Improvements by Grantee within the Easement Areas shall be in compliance with all applicable governmental rules, laws and codes. Grantee shall secure and maintain any and all required governmental consents, approvals, permits and licenses required for the construction and use of the Improvements. Grantee, its successors and assigns, shall at its sole cost and expense, keep and maintain the Improvements in a neat, clean and safe condition and shall comply with all applicable codes, rules and regulations relating thereto. Grantee shall have no right to enlarge, modify, change, alter, or relocate any of the

Improvements without in each instance securing the prior written consent of Grantor, which consent may be granted or denied in Grantor's sole discretion. Grantee shall submit to Grantor a written request for approval for any such enlargement, modification, change, alteration or relocation, which request shall be accompanied by a reasonably detailed explanation of the proposed construction, plans and specifications relating to such enlargement, modification, change, alteration or relocation, and any other information Grantor may reasonably request with regard to the proposed construction.

Grantee and Grantee's contractor(s) hereby agree to exercise due care in any and all activities in and around the Easement Area. Any equipment or vehicles being used near, adjacent to or under the electric transmission line conductors must maintain at least a twenty {20} foot horizontal and vertical distance from such electric conductors at all times. Grantor's clearance requirements are that no vehicle or equipment having a vertical height of sixteen {16} feet or greater may travel beneath or be used beneath transmission lines. Any improvements installed or constructed within the Easement Area must maintain a minimum of twenty {20'} feet from Grantor's facilities.

7. Any utility services or lines which Grantee desires to install within the Easement Area shall be installed underground within the Easement Area as shown and depicted on Exhibit B. Any costs and expenses relating to the installation, use, repair, maintenance and operation of any such services or lines shall be the sole responsibility and obligation of Grantee, and Grantor shall have no obligation or liability for any such costs and expenses.

8. Notwithstanding the provisions of Paragraph 2 hereof, the Improvements shall be installed within the applicable Easement Areas at locations which are subject to Grantor's approval, which approval shall be in Grantor's sole and unfettered discretion.

9. If Grantee breaches any non-monetary obligation or requirement under this Agreement, and such breach continues for a period of thirty (30) days after written notice from Grantor (or such longer period as may be reasonable if the performance would reasonably require in excess of thirty (30) days to complete), then Grantee shall be in default hereunder and Grantor shall have the right, but not the obligation, to cure such breach on Grantee's behalf and Grantee shall reimburse Grantor for Grantor's costs and expenses in connection therewith within fifteen (15) days following receipt of an invoice therefore. In addition, Grantor shall have all other rights and remedies at law or in equity as a result of any such breach by Grantee which is not cured within the cure period provided for in the immediately preceding sentence, including but not limited to the right to terminate this Agreement. If Grantee fails to pay Grantor any amounts due pursuant to the terms of this Agreement within ten (10) days of invoice or demand therefore, Grantee shall be in default hereunder and Grantor shall have the same rights and remedies as indicated above for a non-monetary default, and Grantee shall pay interest on amounts due and owing from the date such payment was due to and including the date such payment is received by Grantor at an interest rate equal to the lesser of (i) the prime rate plus three percent (3%), or (ii) the highest rate permitted by law on such type of obligation. As used herein the "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in The Wall Street Journal under the heading "Money Rates."

10. Any notice, statement, certificate, request or demand required or permitted to be given or delivered hereunder shall be in writing, sent by an overnight express delivery service (such as Federal Express or UPS) designated for "next day delivery", or sent by registered or certified mail, postage prepaid, return receipt requested, addressed, as the case may be, to the addresses shown at the beginning of this Agreement, or to such other addresses as Grantee or

Grantor shall designate in the manner herein provided. Any such notice, statement, certificate, request or demand shall be deemed to have been given on the date received or refused by the addressee, and attorneys for the parties are authorized to give notices on their client's behalf. With respect to notices to Grantor, such notices should be sent to the address set forth at the beginning of this Agreement, to the attention of Director - Special Services, with a copy to Thompson Hine LLP, 335 Madison Avenue, 12th Floor, New York, New York 10017, Attention: George J. Walsh III, Esq. With respect to notices to Grantee, such notices should be sent to the address set forth at the beginning of this Agreement, with a copy to Robert J. Lackaye, Esq. 15 Davis Avenue, Suite 2, Poughkeepsie, New York 12603

11. Grantee shall obtain and maintain in force, at all times during the construction of the Improvements and continuing up until the sale, conveyance and/or transfer of title of Lot 6 to a private individual to be utilized for residential purposes by such individual, at its sole cost and expense, commercial general liability insurance covering the construction, operation, use and maintenance of the Improvements, the Easement Areas and/or any use of Grantor's property with a combined single limit of liability of Three Million Dollars (\$3,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence (the "Insurance"). Grantor shall be included by endorsement as an "additional named insured" under such policy, and such Insurance shall be primary insurance and not contributory with any insurance separately maintained by Grantor. In no event shall Grantee's deductible under or pursuant to any such Insurance exceed Ten Thousand (\$10,000.00). Such Insurance shall be written on an occurrence basis and procured from a company or companies rated by Best's Rating Guide not less than A-VII. The minimum amounts of such Insurance may be increased by Grantor upon

notice to Grantee on every third anniversary of this Agreement to adjust for inflation and to reflect the then-prudent insurance coverage practices of reputable businesses in the County of Dutchess and shall include a corresponding percentage increase in the amount of the deductible. The premiums for any such increased coverage shall be paid by Grantee. None of the requirements contained herein as to types and limits of insurance maintained by or imposed upon Grantee are intended to and shall not in any manner limit the liabilities and obligations assumed by Grantee under this Agreement. Grantee shall require that any contractors Grantee retains to construct or install the Improvements or which enter upon the Easement Areas or on the remainder of Grantor's property shall also provide such liability insurance for the limits set forth herein and shall provide an endorsement designating Grantor and Grantee as additional insureds.

At the time of the conveyance, sale and/or transfer of Lot 6 to a private individual for purposes of residential use, the private individual shall furnish to Grantor and maintain at all times, a homeowner's insurance policy naming Central Hudson Gas & Electric Corporation as an additional insured for liability insurance covering bodily injury, personal injury, death and/or property damage bearing liability limits in an amount that a reasonably prudent homeowner would procure. Until Grantee receives written notice from Grantor that it has received the replacement homeowner's insurance from the private individual designating Grantor as additional insured, the Grantee shall keep and maintain the insurance as designated above in the first paragraph of Section 13 naming Grantor as additional insured in full force and effect.

12. Prior to the Grantee entering into the Easement Areas or performing any work therein, Grantee shall deliver to Grantor duly executed certificate(s) of Insurance (the "Certificate") evidencing the insurance coverage required herein. Said Certificate(s) shall indicate that policies providing coverage and limits of the Insurance as required herein are in full

force and effect. Said Certificate(s) shall further provide that no less than thirty (30) days prior notice shall be given in writing to Grantor prior to cancellation, termination, amendment or alternation of the Insurance coverage identified in such Certificate(s). Such Certificate(s) shall be provided to the Grantor pursuant to the notice provision contained in Section 10 hereof.

13. Grantee acknowledges that Grantor uses and operates electric and gas transmission lines in or near the Easement Areas and may continue to use and operate such lines during the term of this Agreement. Grantee further acknowledges that electric transmission lines create electric and magnetic fields ("EMFs"). Electric power lines represent only one source of EMFs, and there have been public and scientific concerns raised about whether exposure to EMFs may have adverse health effects. It is generally agreed that further research is needed before firm conclusions can be reached about whether there are adverse health effects from exposure to EMFs. In connection therewith and to the fullest extent allowed by law, Grantee, on behalf of Grantee's agents, contractors and invitees, hereby indemnifies and releases Grantor from any liability or responsibility for any death or personal injury which may be either directly or indirectly caused by or result from EMFs created by said lines, including but not limited to death or personal injuries suffered by any individuals.

14. To the fullest extent permitted by law, Grantee, its successors and/or assigns shall and hereby does indemnify, defend and hold harmless Grantor, Grantor's directors, officers, employees, agents and invitees and such persons who are in privity of estate, or to whom Grantor is legally responsible, from and against any and all claims, actions, judgments, damages, liabilities, costs and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of any occurrence relating, directly or indirectly, to any acts or omissions of Grantee, or Grantee's directors, officers,



employees, agents, contractors, its successors and/or assigns and invitees in the exercise of any of the rights and privileges granted herein, the use of the Easement Area or the remaining Grantor's property and/or with respect to any construction work described herein or otherwise undertaken by Grantee, or Grantee's directors, officers, employees, agents, contractors, its successors and/or assigns either on the Grantor Parcel or within the Easement Areas, or with respect to any breaches or defaults by Grantee and/or its successors and/or assigns hereunder. Excluded from the foregoing indemnity are any such losses relating to personal injury, death or property damage to the extent such losses are caused by the willful act or omission of Grantor or Grantor's employees, agents or contractors. By accepting and/or acquiring title to the aforesaid Lot 6, the purchaser, transferee, successor and/or assign of the Grantee hereby acknowledges and agrees to comply with, perform and abide by the terms, provisions, obligations, duties, and conditions of this Easement Agreement including the indemnification obligations contained herein.

15. Neither Grantee, its successor and/or assigns shall store or place or permit the storage or placement of any Hazardous Materials (defined herein) on, in, or under the Easement Areas or on Grantor's remaining property in violation of applicable federal, state or municipal law, rule, regulation, code or ordinance. As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste including but not limited to petroleum products, which is, or becomes, regulated by any local or state government authority in which the Easement Areas are located or the United States Government.

16. Grantor shall have the right, on notice to Grantee, its successors and/or assigns to demand Grantee and/or its successors and/or assigns relocate the Improvements to another location on Grantor's Parcel in any situation where Grantor, in the exercise of its reasonable

business judgment, decides that the use of its property for utility purposes requires such a relocation of the Improvements. Any such relocation shall be undertaken by Grantor at Grantee's and/or its successors and/or assigns sole cost and expense. The new relocated underground utilities and driveways shall be of similar width and construction as the initial underground utilities and driveways. Once the location of the new underground utilities and driveways is established by Grantor, the parties shall cooperate with each other and enter into an amendment of this Agreement to describe and confirm the new easement area and to terminate the Easement in the area described herein.

17. Grantor hereby represents and warrants that Grantor is the owner of the Grantor Parcel and that said Grantor Parcel. Grantor further represents and warrants that Grantor has the right, title and authority to enter into this Agreement. Grantor makes no representation, express or implied, that the Easement Areas are suitable for Grantee's purposes and Grantor shall have no liability or responsibility if it is determined that the Easement granted herein or the Easement Areas are not suitable for Grantee's needs.

18. Notwithstanding anything herein to the contrary, the parties acknowledge that the effectiveness of this Agreement and the granting of the easement described herein are contingent upon and subject to Grantor securing the approval of the New York State Public Service Commission pursuant to Section 70 of the New York State Public Service Law. Grantor shall apply for such approval promptly after the date hereof and shall diligently pursue such approval and shall notify Grantee if and when such approval has been granted or denied.

19. Each party represents and warrants to the other that it has not employed any realtors or brokers in connection with the negotiation of this Agreement. Each party shall indemnify, defend and hold harmless the other party from any cost, expense or claim for

brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

20. Notwithstanding anything herein to the contrary, Grantee, its successor and/or assigns acknowledges that Grantor shall have the right at any time, on thirty (30) days' notice to Grantee, its successor and/or assigns, to close all or any portion of the Easement Areas and prevent usage of the Easement Areas (or the closed portion thereof) for ingress to and egress from if and when Grantor decides or is required to undertake construction, maintenance or any utility work within the Easement Areas, the Grantor's remaining property, its utility facilities or any portion thereof. Grantor may also close all or any portion of the Easement Area for emergency situations and no such notice shall be required in emergency situations. Grantor shall provide notice to Grantee, its successor and/or assigns when the construction, maintenance or remediation work has been completed and shall indicate the date when the Easement Areas or applicable portions thereof shall again be available for use by Grantee, its successor and/or assigns pursuant to the terms of this Agreement. The closure right provided to Grantor hereunder shall be for as long a period of time as Grantor needs to accomplish the required or necessary construction, maintenance or remediation work or the elimination of the emergency situation, and Grantor shall have no liability to Grantee, its successor and/or assigns for any such closure irrespective of the length of any such closure. Additionally, during any such closures Grantor shall have no obligation to provide to Grantee, its successor and/or assigns any alternate access to the Easement Areas.

21. Subject to the conditions herein contained and except as otherwise expressly provided herein, this Agreement shall be perpetual in nature, shall in all respects run with the

land, and shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

22. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. A counterpart original of this Agreement shall be recorded in the Dutchess County Clerk's Office and the cost of such recording shall be the responsibility of Grantee.

24. This Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by the parties hereto.

25. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any such provisions, or the right of either party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

26. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


27. This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby merged herein. Additionally, Grantor makes no representation or warranty as to the condition of the Easement Area or its suitability for the construction and use of the Improvements as contemplated by Grantee.

28. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than

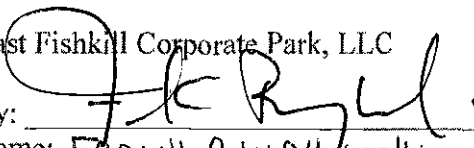
those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
and year indicated above.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

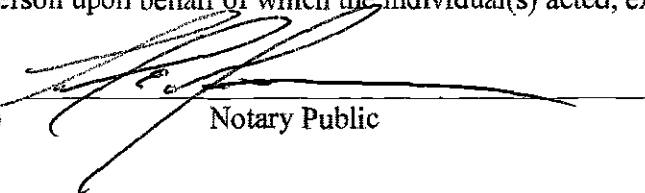
By:   
Name: Anthony S. Campagioni  
Title: V.P. – Business Development & Governmental Affairs

East Fishkill Corporate Park, LLC

By:   
Name: FRANK BUYAKOWSKI  
Title: Member

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

On the 18 th day of February in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony S. Campagoini, V.P. Business Development & Governmental Affairs, on behalf of CENTRAL HUDSON GAS & ELECTRIC CORPORATION, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

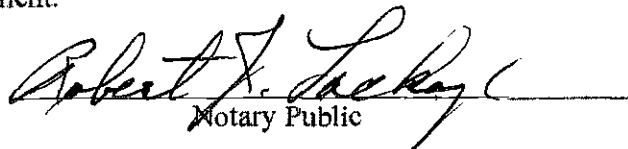
(seal)  Notary Public

**LUKE E. MANGELS**  
Notary Public, State of New York  
No. 01MA6276168  
Qualified in Dutchess County  
Commission Expires

2/11/17

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

On the 17<sup>th</sup> day of FEBRUARY in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK BUYAKOWSKI, on behalf of the EAST FISHKILL CORPORATE PARK, LLC, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(seal)  Notary Public

**ROBERT J. LACKAYE**  
Notary Public, State of New York  
Qualified in Dutchess County  
No. 3510781  
Commission Expires 1/31/2019

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PARCEL

Taken from the Recorded Deed Between Meyer Hellman, Lila T. Gold, Ilia Friedman,  
John C. Webb and Central Hudson Gas & Electric Corporation  
Dated April 22, 1968

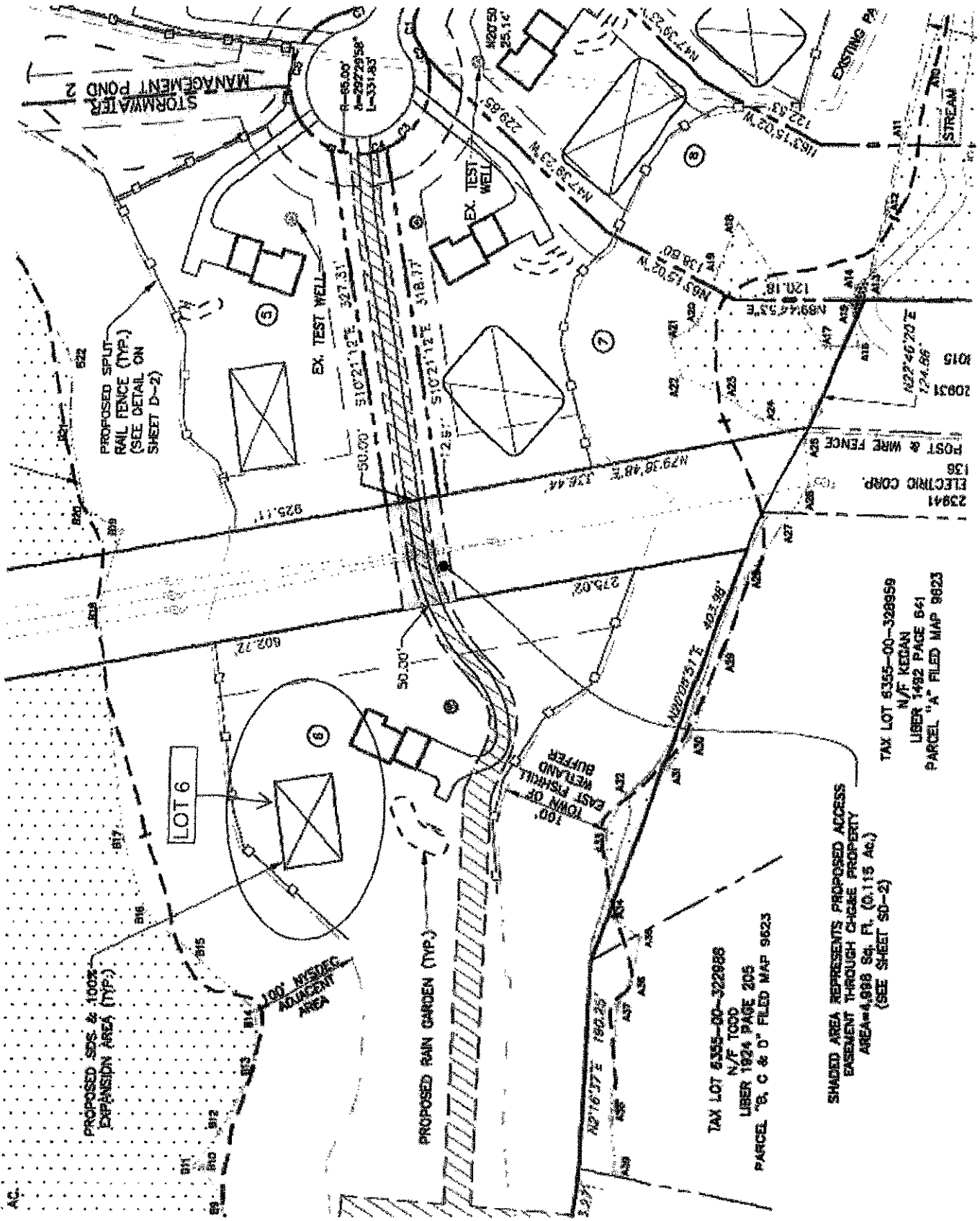
All that certain lot or parcel of land situate in the Town of East Fishkill, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point, the said point being the southeasterly corner of lands of Anderson on the easterly side of Fishkill Hook Road and being the southwesterly corner of the herein described parcel; thence along the division line between lands of Anderson on the west and lands of the parties of the first part on the east, North  $34^{\circ} 09' 30''$  East 92.04 feet and North  $26^{\circ} 39' 30''$  East 35.82 feet to the northwesterly corner of the herein described parcel; thence through the lands of the parties of the first part along the northerly line of the herein described parcel, North  $83^{\circ} 38' 10''$  East 1262.35 feet to the northeasterly corner of the herein described parcel, being a point in the division line between lands of the parties of the first part on the west and lands of Blodgett on the east, the said point also being South  $6^{\circ} 56' 30''$  East 1013.75 feet from a concrete monument set in the southerly line of Route 52 marking the northeasterly corner of lands of the parties of the first part and the northwesterly corner of lands of Blodgett; thence along the said division line, South  $2^{\circ} 21' 30''$  West 101.17 feet to the southeasterly corner of the herein described parcel; thence through the lands of the parties of the first part along the southerly line of the herein described parcel, South  $83^{\circ} 38' 10''$  West 1326.33 feet to the point or place of beginning and containing 2.97 acres more or less.

BEING a portion of the lands conveyed to the parties of the first part by Manuel Peters and Anna Peters by deed dated February 7, 1961 and recorded in the Office of the Clerk of Dutchess County in Liber 1050 of Deeds at page 251.



# EXHIBIT B



PROPOSED SPS & 100%  
EXPANSION AREA (TYP.)

LOT 6

100' MISDEED  
ADJACENT  
AREA

PROPOSED RAIN GARDEN (TYP.)

100'  
TOWN OR  
EAST FISHKILL  
WETLAND  
BUFFER

TAX LOT 5355-00-322886  
N/F TODD  
LIBER 1924 PAGE 205  
PARCEL "B, C & D" FILED MAP 9623

SHADED AREA REPRESENTS PROPOSED ACCESS  
EASEMENT THROUGH CHICPE PROPERTY  
AREA=4.988 Sq. Ft. (0.115 Ac.)  
(SEE SHEET SD--2)

TAX LOT 5355-00-328959  
N/F KEIAN  
LIBER 1492 PAGE 641  
PARCEL "A" FILED MAP 9623

23941  
ELECTRIC CORP.  
POST & WIRE FENCE

PROPOSED SPLIT  
RAIL FENCE (TYP.)  
(SEE DETAIL ON  
SHEET D--2)

STORMWATER  
MANAGEMENT POND 2

EX. TEST WELL

EX. TEST WELL

EXISTING PA

STREAM

**Exhibit C**

All that tract or parcel of land situate in the Town of East Fishkill, County of Dutchess, State of New York being a Central Hudson Gas & Electric Crossing Easement, as shown on a filed map entitled "Saxon Woods, Subdivision Plat", said filed map being filed in the Dutchess County Clerk's Office on \_\_\_\_\_, as filed map no. \_\_\_\_\_, bounded and described as follows:

Beginning at a point on the southerly road right of way of New York State Route 52, said point being the northeasterly corner of lands now or formerly Pinkhouse Enterprises and the northwesterly corner of lands now or formerly East Fishkill Corporate Park, LLC (Lot 4 as shown on filed map no. 6304A); thence along said lot line South 03-46-31 West 556.00 feet to a point; thence North 85-31-29 West 175.90 feet to a point, said point being on the easterly lot line of lands now or formerly Saluto and on the westerly lot line of lands now or formerly East Fishkill Corporate Park, LLC (Lot 4 as shown on filed map no. 6304A); thence along said lot line South 07-18-49 West 193.27 feet to a point, said point being the northeasterly corner of lands now or formerly Todd and on the westerly lot line of lands now or formerly East Fishkill Corporate Park, LLC (Lot 4 as shown on filed map no. 6304A); thence along said lot line South 02-16-37 West 190.25 feet to a point, said point being the northeasterly corner of lands now or formerly Kegan and on the westerly lot line of lands now or formerly East Fishkill Corporate Park, LLC (Lot 4 as shown on filed map no. 6304A); thence South 20-08-51 West 403.98 feet to a point, said point being the northwesterly corner of lands now or formerly Central Hudson Gas & Electric Corp. and the southwest corner of lands now or formerly East Fishkill Corporate Park, LLC (Lot 4 as shown on filed map no. 6304A); thence along said lot line North 79-38-48 East 275.02 feet to the TRUE POINT OR PLACE OF BEGINNING; thence North 79-38-48 East 50.00 feet to a point; thence over and through lands now or formerly Central Hudson Gas & Electric Corp. South 10-21-12 East 99.96 feet to a point, said point being on the southerly lot line of lands now or formerly Central Hudson Gas & Electric and the northerly lot line of lands now or formerly East Fishkill Corporate Park, LLC; thence along said lot line South 79-38-48 West 50.00 feet to a point; thence over and through lands now or formerly Central Hudson Gas & Electric Corp. North 10-21-12 West 99.96 feet to the point or place of beginning. Containing 0.114 acres of land, more or less.