

## EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2013 by and between **MIDDLESEX COUNTY UTILITIES AUTHORITY**, a municipal authority of the State of New Jersey, having a principal business office at 2571 Main Street Extension, Sayreville, New Jersey 08872 ("**Grantor**"), and **CPV SHORE, LLC**, a Delaware limited liability company, having a principal business office at 8403 Colesville Road, Suite 915, Silver Spring, Maryland 20910 ("**Grantee**").

### RECITALS

- A. Grantor owns property located in Middlesex County, New Jersey, legally described on Exhibit 1.1 attached hereto (the "**Grantor's Property**"). Grantor holds perpetual non-exclusive easement rights in other property located in Middlesex County, New Jersey, pursuant to the terms of the easements identified on Exhibit 1.2 attached hereto (collectively, the "**Grantor's Easements**")
- B. Grantor has agreed, for the development and operation of that certain electricity generating plant (the "**CPV Electric Plant**") which Grantee intends to develop on the property shown on the current official Tax Map of the Township of Woodbridge as Lots 2 and 3, Block 62 and a portion of Lot 100, Block 93 and legally described on Exhibit 1.3 attached hereto and made a part hereof ("**Grantee's Property**"), to, (i) grant Grantee a non-exclusive, easement (the "**Easement**") over, across, under and upon the Grantor's Property for the benefit of Grantee, its successors and assigns, and (ii) to the extent assignable by Grantor, grant a non-exclusive partial assignment of Grantor's rights in and to the Grantor's Easements to Grantee for the benefit of Grantee, its successors and assigns, in each case, for the uses and purposes set forth below, all as more fully described herein and subject to the terms and conditions hereinafter set forth.
- C. The location of the Easement is legally described on Exhibit 2.1 (the "**Easement Area**"), which location, together with the locations of the Grantor's Easements, as described in the respective Grantor's Easements, are referred to herein collectively as the "**Easement Parcels**".

**NOW, THEREFORE**, intending to be legally bound hereby, Grantor does hereby declare that for the sum of TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00) the receipt and sufficiency of which is acknowledged hereby, the following easement rights and burdens shall and do exist in the manner and to the extent hereinafter set forth.

- 1. **Recitals.** The recitals set forth above are hereby incorporated herein as though fully set forth herein.
- 2. **Declaration of Easement; Assignment of Grantor's Easements.** Subject to the terms and conditions hereinafter set forth, Grantor hereby (i) declares, gives, conveys and grants to Grantee and its successors and assigns, the Easement upon the Easement Area and (ii) assigns to Grantee and its successors and permitted

assigns, the Grantor's Easements for use on a non-exclusive basis together with Grantor and such other assignees to which Grantor has made or may hereafter make a similar assignment, all for the uses and purposes set forth in Section 3 below.

3. **Use of Easement Parcels. Term of Easement.** Grantee may use:

A. the Easement and its rights under the Grantor's Easements to construct, install, lay, improve, reconstruct, repair, relocate (within the Easement Parcels), remove, replace, inspect, maintain, use and operate (the following, collectively, "**Grantee's Facilities**"):

(i) water, wastewater pipelines, including, without limitations, that certain pipeline and other equipment to convey Reclaimed Water (as defined in a certain Design and Construction Agreement between Grantor and Grantee dated as of May 1, 2013 (the "**D&C Agreement**")) from certain facilities to be constructed on the Grantor's Property (the "**Project**") pursuant to the D&C Agreement to the agreed point of connection from the Project to the CPV Electric Plant, as indicated on Exhibit 4 attached hereto (including any treatment facility connected to the CPV Electric Plant), on, under and across the Easement Parcels; and

(ii) roadways, accessways and driveways on and across the Grantor's Property upon existing roadways or at locations (and upon reasonable conditions imposed by Grantor), for the passage of Grantee's employees, agents, contractors and/or consultants, personnel, vehicles and equipment; and

B. such portions of the Grantor's Property along and adjacent to the Easement Parcels, no greater than (i) an additional twenty (20') feet wide on either side of the Easement Area, or (ii) such additional land as is necessary (and upon reasonable conditions imposed by Grantor), during temporary periods as may be reasonably necessary in connection with the construction, installation, improvement, reconstruction, repair, relocation, removal, replacement, inspection, maintenance, use and operation of the CPV Electric Plant, as contemplated in this Section 3 (collectively, the "**Grantee's Work**").

Grantee shall have the right to use expand or relocate any of Grantee's Facilities within the Easement Areas on the Easement Parcels, subject to the other terms and conditions of this Agreement. Grantor hereby grants to Grantee, its successors and assigns as non-exclusive easement rights, for all of the permitted uses of the Easement Parcels and Grantor's Property described in this Agreement. Grantor and Grantee hereby agree that in the event the Easement Area should need to be relocated due to conditions encountered by Grantee during Grantee's Work, then at Grantee's request the parties will execute an amendment to this Agreement to reflect such changes to the Easement Areas necessitated thereby.

With Grantor's prior written consent, Grantee shall have the right to grant easements and/or require Grantor to grant easements within the Easement Parcels to utilities and other entities for the purposes set forth in this Section 3; provided, however, that such further grants or requested easements and the uses to be made thereunder do not violate the other terms of this Agreement expand the Grantor's obligations hereunder, expand the Grantee's rights hereunder, or affect or impact upon the rights of third parties which are recorded and existing prior to the time of such further grant or request by Grantee. Without causing damage to Grantor's Property and/or without interfering with Grantor's business activities or operations being conducted on Grantor's Property, Grantee shall have the right, without further compensation, to clear and keep clear any portion of the Easement Parcels from any potential obstructions, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth or hazards.

4. **Access to the Grantor's Property; Damage to the Grantor's Property.** In addition to the easement rights granted in Section 3A(ii) above, Grantor hereby declares, gives, grants and conveys to Grantee, for the benefit of Grantee, its successors and assigns, an irrevocable license (except as may be terminated pursuant to the terms of this Agreement) for the non-exclusive right of passage of vehicles, personnel and equipment for ingress and egress to and from the Easement Parcels by means of existing roadways and/or new temporary accessways on the Grantor's Property at locations approved by Grantor which approval shall not be unreasonably withheld or delayed, as may be necessary or advisable for the construction, operation and maintenance of Grantee's Facilities.
5. **Assignment; Conveyance.** Grantee shall have the right to assign, grant and convey any of its rights and obligations hereunder without the written consent of Grantor, to its lenders for the purpose of collateral security and to any entity which succeeds to the interest of Grantee in the ownership and operation of Grantee's Facilities, and any other assignment, grant or conveyance of Grantee's rights hereunder shall require Grantor's prior written consent which may be withheld or conditioned as required in the reasonable judgment of Grantor. Upon any assignment or conveyance of Grantee's entire ownership interest in the Easement, Grantee shall have no further liability or responsibility hereunder, provided that any such assignee or transferee shall confirm, in writing in a form reasonably satisfactory to Grantor, the assumption of all of Grantee's liability and responsibilities hereunder, whether incurred or accrued before or after such assignment or conveyance.
6. **Easement Term.** The term of the Grantor's Easements granted herein to the Grantee shall terminate in the event Grantee fails to utilize the Easements for a period of two (2) consecutive years following the expiration or termination of that certain Tunnel License Agreement dated \_\_\_\_\_, 2013 (the "Tunnel License Agreement"), between Grantor and Grantee related to a certain tunnel owned by Grantor under the Raritan River (the "Tunnel"), or such successor or replacement documents to the Tunnel License Agreement.

7. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its employees, officers, directors, consultants, agents and/or representatives from and against any loss and damage to person or property resulting from the acts or omissions of Grantee, or Grantee's employees, agents, contractors and/or consultants, including but not limited to any of their negligent acts arising from (i) their entry onto, or use of the Grantor's Property and/or Tunnel, including but not limited to any claims from any of Grantor's neighboring properties resulting from the Grantee's Work performed pursuant to this Agreement or (ii) any breach by any of them of any of the terms of this Agreement, but exclusive, nevertheless, of liability for any acts or omissions resulting from the gross negligence or willful misconduct of Grantor or Grantor's employees, agents, contractors and/or consultants. The foregoing indemnity shall survive termination of this Agreement. Grantee will obtain, at its expense, any and all licenses, permits and approvals required for the installation and use of its improvements to, on, under, over or across the Easement Parcels and will use and operate such improvements in accordance with the requirements of all applicable law. Grantee shall not cause any hazardous materials to be stored, discharged, deposited, dumped, spilled, leaked or placed upon any part of the Easement Parcels except as may be customary in the normal course of its business and then in compliance in all material respects with all applicable laws, codes, ordinances and regulations, including environmental laws.
8. **Grantor's and Others' Use of the Easement Parcels.** Grantor shall have the right to continue to use and to grant others the right to use the Easement Parcels (collectively, the "Other Use") so long as such Other Use does not materially interfere with Grantee's use and enjoyment of the rights granted to it hereunder. Grantor covenants that except as required during periods of construction, it will not store any equipment or materials upon the Easement Parcels. Grantee will obtain, at its expense, any and all licenses, permits and approvals required for the installation and use of its improvements to, on, under, over or across the Easement Parcels and will use and operate such improvements in accordance with the requirements of all applicable law. Grantee shall not cause any hazardous materials to be stored, discharged, deposited, dumped, spilled, leaked or placed upon any part of the Easement Parcels except as may be customary in the normal course of its business and then in compliance in all material respects with all applicable laws, codes, ordinances and regulations, including environmental laws.
9. **Installation of Improvements.** All improvements made to or installed in the Easement Parcels by or on behalf of Grantee, and the repair, replacement or removal thereof, shall be done in a good and workmanlike manner and in accordance with all applicable permits, laws, codes, ordinances and regulations, pursued with reasonable diligence and using reasonable precautions for the safety of persons and property and performed at such times so as to avoid unreasonable interference with the enjoyment of the Easement Parcels by Grantor and others currently having a right to use the Easement Parcels. Following completion of Grantee's Work, in the Easement Parcels, Grantee shall remove from the Easement Parcels and/or Grantor's Property any of Grantee's materials and

equipment and shall restore the Easement Parcels to substantially the same condition in which they were prior to the commencement of such activity by Grantee, at its sole expense. Notwithstanding the foregoing to the contrary, if any of the improvements initially installed by Grantee as part of Grantee's Work, require repair, maintenance, or relocation within the Easement Areas during the Term hereof, Grantee shall be entitled to bring in materials, equipment and workers in order to accomplish the repair, maintenance and/or relocation but, once completed, must remove all equipment and materials from the Easement Parcels.

10. **Condition of Improvements.** All improvements made to or installed in the Easement Parcels by Grantee shall be maintained by Grantee in a good and safe manner, and Grantee shall make all repairs and replacements necessary to keep such improvements in good condition.
11. **Mechanic's Liens.** Grantee shall not cause or suffer the imposition of any mechanic's liens upon any part of the Easement Parcels as the result of any labor or materials furnished for or on behalf of Grantee. If Grantee does cause or suffer the imposition of any such mechanic's liens, Grantee shall discharge such mechanic's liens in full or by bond at its expense within ten (10) days after notice of the existence of the lien has been given to Grantee. However, if Grantee fails to discharge the lien within such ten (10) day period, then Grantor shall have the right to do so on its behalf by deposit or bonding, and the amount so paid shall be repaid to the Grantor upon demand together with interest thereon at the rate of twelve percent (12%) per annum. Grantee shall defend, indemnify and hold Grantor harmless from and against all liability, loss, cost or expense (including reasonable attorneys' fees) arising out of any such liens.
12. **Insurance/Indemnification.**
  - (a) Prior to commencing any work under this Agreement and continuing throughout the term of this Agreement, Grantee shall maintain, and shall cause its contractors, subcontractors, assignees or permittees to maintain, (i) commercial general liability insurance (ISO CG 00 01 or equivalent in effect from time to time in the State of New Jersey), with an aggregate limit of not less than \$5,000,000 for bodily injury and \$3,000,000 for property damage. Such limit of insurance may be satisfied by a combination of commercial general liability insurance and umbrella/excess liability insurance policies applicable on a per location basis to the Project location. All such insurance will include, without limitation, personal injury and contractual liability coverage. Such insurance shall be written on an occurrence basis, include coverage or endorsement for contractual liability covering the obligation hereunder, completed operations, so-called "XCU" hazards (explosion, collapse, blasting, undermining, and damage to underground property). and name Grantor as an additional insured, and (ii) worker's compensation insurance insuring against and satisfying Grantee's obligations and liabilities under the worker's compensation laws of the State of New Jersey, including employer's liability insurance in the limits required by the

laws of the State of New Jersey. To the extent not prohibited by or violating any insurance issued pursuant to this Section 11(a), Grantee and Grantor hereby waive and release the right to maintain a direct action against the other and any additional insured party, by way of subrogation or otherwise, for damages resulting from any cause of loss which is covered by insurance, or would have been covered by insurance under any policy required to be maintained hereunder, including damages resulting from the released party's negligence or other actionable acts or omissions. Each policy of such insurance shall, if obtainable from the insurer without material additional expense, contain a waiver of subrogation endorsement.

(b) To the extent permitted by applicable law, Grantor and Grantee each agree to indemnify, release, defend and hold the other harmless from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) to the extent caused by any act or omission, negligent or otherwise, of such party or its contractors, subcontractors, assignees, permittees or invitees. However, a party shall not be entitled to indemnity hereunder to the extent that a court of competent jurisdiction renders a final decision that the acts or omissions, negligent or otherwise, of the party seeking indemnification caused such damages. The indemnification provisions of this Agreement shall survive and continue in full force and effect regardless of whether this Agreement has expired or been terminated or canceled. Nothing in this Section 11(b) shall nullify or limit the waiver of subrogation provided in Section 11(a).

13. **Condemnation.** In the event of a condemnation of any portion of the Easement Parcels, Grantee shall not be precluded from making a separate claim in any such proceeding as an easement holder for an award or damages.
14. **Taxes.** Grantor shall pay, in a timely fashion, all property taxes, if any, assessed against Grantor's Property. To the extent that any improvements constructed or installed under the rights granted herein (collectively, "**Grantee's Easement Improvements**") result in any taxes payable by Grantor, Grantee shall pay such taxes prior to their due date or, within ten (10) days of receipt from Grantor of request therefor shall pay to, or reimburse (as appropriate), Grantor for same (provided that Grantor shall then timely pay the same as and when due). Grantor shall have the exclusive right, without any obligation, to contest or appeal any real estate tax assessment relative to land. Grantee, at its own expense, may contest or appeal any real estate tax assessment relative to Grantee's Easement Improvements after providing Grantor with advance written notice.
15. **Title; Quiet Enjoyment.** Grantor warrants and represents to Grantee, as to the Grantor's Property only (Exhibit 1.1), that Grantor holds fee title to the Grantor's Property, in each case free from all encumbrances except those which are of record or are listed on Exhibit 3 attached hereto, and has the right to grant to Grantee the Easement and, to the extent assignable, assign the rights in Grantor's Easements pursuant hereto. Grantor shall provide Grantee with quiet

enjoyment of the easements and other rights granted or assigned herein so long as Grantee is not in default, beyond any applicable notice and cure period, subject to and in accordance with the terms of this Agreement.

16. **Amendment and Termination.** All of the covenants, agreements, rights, benefits and obligations created hereby may be terminated or amended, in whole or in part, by an instrument executed by Grantor and Grantee.
17. **Lenders' Rights.** Notwithstanding anything to the contrary in this Agreement, Grantee may at any time, and from time to time, grant to any of Grantee's Lenders (including their designated agents or trustees) mortgages, security interests, and other collateral assignments (each, an "**Easement Mortgage**"), encumbering all or a portion of Grantee's right, title, and interest in this Agreement, the easements granted or assigned to Grantee hereby, and any of Grantee's improvements located on or within the Easement Parcels at any time, Grantee's equipment now or hereafter thereon or therein or on or within the CPV Electric Plant. Grantor shall simultaneously send to the beneficiary of any Easement Mortgage of which Grantor has notice, a copy of any default notices that Grantor sends to Grantee pursuant to this Agreement. In the event of any default by Grantee hereunder, Grantor shall accept any cure thereof by any of Grantee's Lenders as if such cure had been effected by Grantee. If this Agreement is terminated for any reason (including without limitation, any applicable foreclosure, bankruptcy or insolvency proceeding), then, upon any of Grantee's Lenders' request, Grantor shall grant and enter into a new easement agreement to and with the most senior of Grantee's Lenders which request such new easement agreement, which new agreement shall be effective as of the date of such termination, and shall contain the same terms, provisions, covenants and agreements as are contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, no consent shall be required from Grantor in connection with any of Grantee's Lenders' exercise of any of its rights against Grantee, including, without limitation, under any Easement Mortgage. The rights granted to any of Grantee's Lenders pursuant to this Section shall survive any termination of this Agreement. "**Grantee's Lenders**" shall mean any financial institution or other entity that provides financing which is secured in whole or in part by this Agreement or the Easement, which has been identified to Grantor in writing by name and address.
18. **Estoppel Certificates.** Grantor and Grantee shall, within thirty (30) days after written notice to the other, deliver a written statement certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been any modifications that this Agreement is in full force and effect as modified, identifying the modifications) and (b) whether or not the other party is then in default under any provision of this Agreement, and if such default is known, the nature of such default. Grantor shall not be required to deliver a written certification as contemplated herein more than once in any twelve (12) month period during the Term of this Agreement.

19. **Cooperation; Consent.** The parties hereto hereby agree to cooperate in good faith with each other to facilitate the "Use of Easement Parcels" described above in Section 3 and otherwise effect the purposes of this Agreement. Unless otherwise expressly provided herein, whenever consent is required by the terms of this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed.
20. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which taken together shall be deemed one agreement.
21. **Applicable Law; Partial Invalidity.** The rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of New Jersey. If any term, section, subsection, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, section, subsection, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, section, subsection, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.
22. **Notice.** All notices to be delivered hereunder shall be in writing and shall be delivered personally or by prepaid nationally recognized courier service, or mail by certified United States Mail, postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the address set forth herein or at such address as a party may designate from time to time in accordance with the terms hereof. The same shall be deemed to have been received on the day it is delivered, postmarked or deposited with courier service, as the case may be, or if delivery is refused, as of the date of such refusal. Notices may be given by counsel on behalf of a party.
23. **Headings.** The headings in this Agreement are for convenience and reference only and in no way affect or define the contents of this Agreement.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and undertakings relating to the subject matter hereof.
25. **Modifications.** This Agreement may not be modified, amended or discharged except by an instrument in writing signed by both parties hereto.
26. **Severability.** In the event that any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the validity and enforceability of the remaining provisions hereof shall not be affected by such holding.
27. **Binding on successors.** This Agreement is binding upon and inures to the benefit of Grantor and Grantee, and their respective heirs, executors,

administrators, personal representatives, and successors, shall be appurtenant to and for the benefit of the CPV Electric Plant.

**[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

**Grantor:**

**MIDDLESEX COUNTY UTILITIES  
AUTHORITY,**  
a municipal authority of the State of New Jersey

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Grantee:**

**CPV SHORE, LLC,**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW JERSEY                    )  
                                                  ) S.S.  
COUNTY OF MIDDLESEX                )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **MIDDLESEX COUNTY UTILITIES AUTHORITY**, a municipal authority of the State of New Jersey, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

WITNESS under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                                  ) S.S.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **CPV SHORE, LLC**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

WITNESS under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1.1**

**(Legal Description of Grantor's Property)**

Tract 1. Lands and premises described in that certain Deed from NL Industries, Inc., dated July, 1974 and recorded September 27, 1974 in Deed Book 2868, Page 72.

Tract 2: Lands and premises described in that certain Deed from Sayre & Fisher Company to Middlesex County Sewerage Authority, dated November 13, 1967 and recorded November 13, 1967 in Deed Book 2601, Page 590.

Tract 3: Lands and premises described in that certain Deed from National Lead Company and Sayre and Fisher Land Company, dated February 20, 1958 and recorded March 11, 1958 in Deed Book 2017, Page 202.

**EXHIBIT 1.2**  
**(List of Grantor's Easements)**

1. 18-foot wide Access Easement, Map No. 2539, File No. 949
2. Parcel 42-D, Filed Map No. 2539
3. 20-foot wide Easement to W.R. Grace in Deed Book 2553, Page 123
4. Parcel 41-D, Filed Map No. 2539, Deed Book 2084, Page 541
5. Parcel 41-F, Filed Map No. 2539
6. Parcel 41-D, Filed Map No. 2539, Deed Book 2084, Page 541
7. Parcel 41-F, Filed Map No. 2539
8. Parcel 41-G, Filed Map No. 2539, Deed Book 2084, Page 5
9. Deed Book 2585, Page 1038
10. Parcel 41-B, Filed Map No. 2539, Deed Book 2084, Page 53
11. Deed Book 4570, Page 456; Deed Book 4647, Page 851
12. Deed Book 2585, Page 1038
13. Deed Book 2597, Page 243
14. 1.5-foot wide Utility Easement, Deed Book 4647, Page 868
15. Deed Book 5854, Page 864; Deed Book 6008, Page 499
16. Deed Book 5807, Page 765
17. Parcel SF-14, Deed Book 3220, Page 530
18. Parcel SF-15, Deed Book 3220, Page 530
19. Parcel 22-F, 50-foot wide right-of-way, Deed Book 1898, Page 222
20. Parcel SF-14A, Deed Book 3220, Page 530
21. Parcel SF-16, Deed Book 3220, Page 530
22. Parcel 30-C, 50-foot wide right-of-way, Deed Book 1898, Page 222
23. Parcel SF-17, Deed Book 3220, Page 530

24. Parcel 22-F, 50-foot right-of-way, Deed Book 1898, Page 222

25. Parcel SF-18, Deed Book 3220, Page 530

### **EXHIBIT 1.3**

#### **(Legal Description of Grantee's Property)**

All that certain tract or parcel of land located in the Township of Woodbridge, County of Middlesex, New Jersey, bounded and described as follows:

Commencing at a point, said point being the intersection of the northeasterly line of Lot 10.01, Block 95, with the southeasterly right-of-way line of the Raritan Branch of the Lehigh Valley Railroad, N/F Conrail, Lot 10, Block 70.01, said point being witnessed by an iron pipe found; thence, Along said southeasterly right-of-way line, North  $65^{\circ} 14' 22''$  East, a distance of 1,132.33 feet to the point of beginning for the herein described lands, and from said beginning point and in the North American Datum of 1983, U.S. Survey Foot, New Jersey State Plane Coordinate bearing system, running, thence:

- 1) Continuing along said southeasterly right-of-way line, North  $65^{\circ} 14' 22''$  East, a distance of 346.17 feet to a point, thence
- 2) Through Lot 100, Block 93, and continuing through Lot 3, Block 62, South  $47^{\circ} 13' 46''$  East, a distance of 587.01 feet to a point, thence
- 3) Through Lot 3, Block 62, and continuing through Lot 100, Block 93, South  $09^{\circ} 59' 10''$  East a distance of 823.19 feet to a point, thence

Through Lot 100, Block 93, the following nine (9) courses:

- 4) South  $41^{\circ} 50' 54''$  East a distance of 134.03 feet to a point, thence
- 5) South  $65^{\circ} 00' 00''$  West a distance of 599.97 feet to a point, thence
- 6) Along a non-tangent curve, in a general northwesterly direction along the arc of a curve to the left having a radius of 170.00 feet and an arc length of 154.37 feet, chord bearing and distance of North  $55^{\circ} 08' 02''$  West 149.12 feet, to a point of tangency, thence
- 7) North  $81^{\circ} 08' 51''$  West a distance of 83.04 feet to a point of curvature, thence
- 8) In a general westerly direction along the arc of a curve to the left having a radius of 350.00 feet and an arc length of 148.72 feet, chord bearing and distance of South  $86^{\circ} 40' 47''$  West 147.60 feet, to a point of tangency, thence
- 9) South  $74^{\circ} 30' 26''$  West a distance of 104.36 feet to a point, thence
- 10) North  $15^{\circ} 29' 34''$  West a distance of 699.72 feet to a point, thence
- 11) North  $30^{\circ} 50' 19''$  East a distance of 421.33 feet to a point, thence

12) North  $01^{\circ} 51' 53''$  West a distance of 320.26 feet to the point and place of beginning.

Said description of Proposed Lot 100.02, Block 93, Township of Woodbridge, containing 1,196,205 Square Feet or 27.461 Acres, more or less, but excluding that portion of the described lands currently claimed by the State of New Jersey as "lands N/F Below Mean High Water".

**EXHIBIT 2.1**

**(Legal Description of Easement Area)**

**DESCRIPTION OF A 20-FOOT WIDE UTILITY EASEMENT**

**Through a portion of Lot 100.02, Block 114**

**N/F Middlesex County Utilities Authority**

**Township of Woodbridge**

**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Township of Woodbridge, County of Middlesex, New Jersey, bounded and described as follows:

Commencing at a point, said point being the northeasterly corner of Lot 100.02, Block 114, as described in Deed Book 2610, Page 391; thence, Along the northeasterly line of Lot 100.02, Block 114, South 38° 03' 16" West, a distance of 6.98 feet to the point of beginning for the herein described lands, and from said beginning point and in the North American Datum of 1983, U.S. Survey Foot, New Jersey State Plane Coordinate bearing system, running, thence:

Through Lot 100.02, Block 114, the following three (3) courses:

- 1) South 52° 30' 43" East, a distance of 202.44 feet to a point, thence
- 2) South 20° 59' 37" East, a distance of 18.70 feet to a point, thence
- 3) South 48° 04' 29" East, a distance of 21.58 feet to a point in the southeasterly line of Lot 100.02, Block 114, thence
- 4) Along said southeasterly line of Lot 100.02, Block 114, South 38° 03' 16" West, a distance of 20.05 feet to a point, thence

Through Lot 100.02, Block 114, parallel with and 20.00 feet southwest of, as measured at right angles to, course numbers one (1) through three (3), the following three (3) courses:

- 5) North 48° 04' 29" West, a distance of 27.75 feet to a point, thence
- 6) North 20° 59' 37" West, a distance of 17.87 feet to a point, thence
- 7) North 52° 30' 43" West, a distance of 196.99 feet to a point in said northeasterly line of Lot 100.02, Block 114, thence
- 8) Along said northeasterly line of Lot 100.02, Block 114, North 38° 03' 16" East, a distance of 20.00 feet to the point and place of beginning.

Said description of a 20-Foot Wide Utility Easement through a portion of Lot 100.02, Block 114, Township of Woodbridge, containing 4,853 Square Feet or 0.111 Acre, more or less.

The above description was written pursuant to a sketch, prepared by CME Associates, entitled "Limited ALTA/ACSM Survey and Easement Sketch through Lot 100.02, Block 114, prepared for CPV Shore LLC, Situated in the Township of Woodbridge", Middlesex County, dated April 25, 2013.

Said sketch having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-YR-05293-02. A reduced copy of said plan is attached hereto and made a part hereof.

Michael J. McGurl, Professional Land Surveyor, New Jersey License No. 38338

**DESCRIPTION OF A 50-FOOT WIDE UTILITY EASEMENT**  
**Through a portion of Block 93, Lot Number Undefined,**  
**N/F Middlesex County Utilities Authority**  
**Township of Woodbridge**  
**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Township of Woodbridge, County of Middlesex, New Jersey, bounded and described as follows:

Commencing at a point, said point being the terminus of the twenty-third course as described in Deed Book 5159, Page 245, Raritan Venture I, LLC to Epec Polymers, Inc., dated August 13, 2002, said point being the intersection of the westerly line of Lot 100, Block 93, with the southerly line of Lot 2, Block 114, N/F Federal Storage Warehouses, Inc.; thence, Along the westerly line of Lot 100, Block 93, South  $11^{\circ} 10' 21''$  East, a distance of 300.00 feet to a point, thence, Through Lot 100, Block 93, at right angles to the previous course, North  $78^{\circ} 49' 39''$  East, a distance of 50.00 feet to the point of beginning for the herein described lands, and from said beginning point and in the North American Datum of 1983, U.S. Survey Foot, New Jersey State Plane Coordinate bearing system, running, thence:

Through Lot 100, Block 93, along the northerly, easterly, southerly and westerly lines of Parcel 41-B as described in Deed Book 2084, Page 538, Heyden Newport Chemical Corporation to Middlesex County Utility Authority, dated March 12, 1959, the following four (4) courses:

- 1) North  $78^{\circ} 49' 39''$  East, a distance of 50.00 feet to a point, thence
- 2) South  $11^{\circ} 10' 21''$  East, a distance of 85.00 feet to a point, thence
- 3) Parallel with and 85.00 feet south of, as measured at right angles to, course number one (1), South  $78^{\circ} 49' 39''$  West, a distance of 50.00 feet to a point, thence
- 4) Parallel with and 50.00 feet west of, as measured at right angles to, course number two (2), North  $11^{\circ} 10' 21''$  West, a distance of 85.00 feet to the point and place of beginning.

Said description of a 50-Foot Wide Utility Easement through a portion of Block 93, Lot number undefined, Township of Woodbridge, containing 4,250 Square Feet or 0.098 Acre, more or less.

The above description was written pursuant to a sketch, prepared by CME Associates, entitled "Limited ALTA/ACSM Survey and Easement Sketch through Lot Undefined, Block 93, prepared for CPV Shore LLC, Situated in the Township of Woodbridge", Middlesex County, dated May 2, 2013.

Said sketch having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-YR-05293-02.

**DESCRIPTION OF A 20-FOOT WIDE UTILITY EASEMENT**  
**Through a portion of Lots 1.06 & 7, Block 257, and Lot 1.05, Block 256.01**  
**N/F Middlesex County Utilities Authority**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, New Jersey, bounded and described as follows:

Commencing at a point, said point being the intersection of the easterly line of Lot 1.06, Block 257, with the southeasterly right-of-way line of Conrail Raritan River Railroad, Kearny Branch, formerly Lot 20.01, Block 62.02, now known as Lot 20, Block 62.011, thence; Along said southeasterly right-of-way line of Conrail Raritan River Railroad, South  $50^{\circ} 41' 26''$  West, a distance of 183.30 feet to a point of curvature, thence; Continuing along said southeasterly right-of-way line of Conrail Raritan River Railroad, in a general southwesterly direction on the arc of a curve to the left having a radius of 1,407.69 feet and an arc length of 52.75 feet, chord bearing and distance of South  $49^{\circ} 37' 02''$  West 52.74 feet, to the point of beginning for the herein described lands, and from said beginning point and in the North American Datum of 1983, U.S. Survey Foot, New Jersey State Plane Coordinate bearing system, running, thence:

Through Lots 1.06 & 7, Block 257, and Lot 1.05, Block 256.01, the following thirteen (13) courses:

- 5) South  $48^{\circ} 24' 28''$  East, a distance of 180.50 feet to a point of curvature, thence
- 6) In a general southerly direction on the arc of a curve to the right having a radius of 74.92 feet and an arc length of 75.74 feet, chord bearing and distance of South  $19^{\circ} 26' 44''$  East 72.56 feet, to a point of reverse curvature, thence
- 7) In a general southerly direction on the arc of a curve to the left having a radius of 72.86 feet and an arc length of 61.89 feet, chord bearing and distance of South  $14^{\circ} 49' 06''$  East 60.05 feet, to a point of tangency, thence
- 8) South  $39^{\circ} 09' 12''$  East, a distance of 298.18 feet to a point of curvature, thence
- 9) In a general easterly direction on the arc of a curve to the left having a radius of 63.39 feet and an arc length of 88.46 feet, chord bearing and distance of South  $79^{\circ} 07' 47''$  East 81.45 feet, to a point of tangency, thence
- 10) North  $60^{\circ} 53' 38''$  East, a distance of 40.05 feet to a point curvature, thence
- 11) In a general easterly direction on the arc of a curve to the right having a radius of 53.68 feet and an arc length of 74.64 feet, chord bearing and distance of South  $79^{\circ} 16' 17''$  East 68.77 feet, to a point of tangency, thence
- 12) South  $39^{\circ} 26' 11''$  East, a distance of 1,171.38 feet to a point, thence
- 13) South  $84^{\circ} 28' 48''$  East, a distance of 25.26 feet, to a point, thence

- 14) North 50° 36' 59" East, a distance of 95.60 feet to a point, thence
- 15) North 39° 19' 05" West, a distance of 72.85 feet to a point, thence
- 16) North 50° 40' 55" East, a distance of 150.00 feet to a point, thence
- 17) South 39° 19' 05" East, a distance of 92.68 feet to a point, thence

Continuing through Lots 1.06 & 7, Block 257, and Lot 1.05, Block 256.01, parallel with and 20-feet southerly, westerly and southwesterly of, as measured at right angles to, course numbers 1 through 10 as described hereinabove, the following ten (10) courses:

- 18) South 50° 36' 59" West, a distance of 253.84 feet to a point, thence
- 19) North 84° 28' 48" West, a distance of 41.82 feet to a point, thence
- 20) North 39° 26' 11" West, a distance of 1,179.67 feet to a point of curvature, thence
- 21) In a general westerly direction on the arc of a curve to the left having a radius of 33.68 feet and an arc length of 46.83 feet, chord bearing and distance of North 79° 16' 17" West 43.15 feet, to a point of tangency, thence
- 22) South 60° 53' 38" West, a distance of 40.05 feet to a point of curvature, thence
- 23) In a general westerly direction on the arc of a curve to the right having a radius of 83.39 feet and an arc length of 116.37 feet, chord bearing and distance of North 79° 07' 47" West 107.15 feet, to a point of tangency, thence
- 24) North 39° 09' 12" West, a distance of 298.18 feet to a point of curvature, thence
- 25) In a general northerly direction on the arc of a curve to the right having a radius of 92.86 feet and an arc length of 78.88 feet, chord bearing and distance of North 14° 49' 06" West 76.53 feet, to a point of reverse curvature, thence
- 26) In a general northerly direction on the arc of a curve to the left having a radius of 54.92 feet and an arc length of 55.52 feet, chord bearing and distance of North 19° 26' 44" West 53.19 feet, to a point of tangency, thence
- 27) North 48° 24' 28" West, a distance of 182.80 feet to a point in the aforementioned southeasterly right-of-way line of Conrail Raritan River Railroad, thence
- 28) Along said southeasterly right-of-way line of Conrail Raritan River Railroad, in a general northeasterly direction on the arc of a non-tangent curve to the right having a radius of 1,407.69 feet and an arc length of 20.13 feet, chord bearing and distance of North 48° 08' 03" East 20.13 feet, to the point and place of beginning.

Said description of a 20-Foot Wide Utility Easement through a portion of Lots 1.06 & 7, Block 257, and Lot 1.05, Block 256.01, Borough of Sayreville, containing 56,471 Square Feet or 1.296 Acres, more or less.

The above description was written pursuant to a sketch, prepared by CME Associates, entitled "Limited ALTA/ACSM Survey & Easement Sketch through Lot 1.05, Block 256.01, and Lots 1.06 & 7, Block 257, prepared for CPV Shore LLC, Situated in the Borough of Sayreville", Middlesex County, dated May 03, 2013.

### **EXHIBIT 3**

#### **(Encumbrances Affecting Easement)**

Exceptions shown on Schedule B, Section II of those certain two (2) Title Commitments issued by Fidelity National Title Insurance Company under Title Nos. 2010 – 80102, dated March 11, 2013; 2010 – 80102-CC, dated December 3, 2012; 2010 – 80102 – LL, dated December 3, 2012; and 2010 – 80102 – QQ, dated February 1, 2013, copies of all of which having been provided by Grantee to Grantor.

#### **EXHIBIT 4**

##### **(Location of Delivery Point)**

The Delivery Point shall be defined as that point which lies at the extension of the southerly end of Course Number 15 in the Description of a 20-Foot Wide Utility Easement through a portion of Lots 1.06 & 7, Block 257, and Lot 1.05, Block 256.01, N/F Middlesex County Utilities Authority, Borough of Sayreville, Middlesex County, New Jersey by a distance of 10.0 feet along a course of S 39° 19' 05" E.