

EXHIBIT A

**(1) New York Office of General Services**

Interim Permit In Anticipation of Grant of Underwater Utility Easement on State-owned Land between Neptune Regional Transmission System, LLC and NYS Office of General Services dated July 6, 2005, approved July 11, 2005, and recorded or to be recorded in the Nassau County Clerk's Office together with the easement to be issued as provided therein (collectively the "OGS Easement") covering the lands more particularly described as follows:

**Parcel A (Nassau County)**

A five hundred (500) foot wide easement through the waters of the Atlantic Ocean situate in the Town of Hempstead, County of Nassau, the centerline of said easement being described as a line starting at the point on the border between the County of Queens and the County of Nassau identified below and proceeding northeasterly through the following coordinates (WGS 1984) to the boundary of the submerged lands of Jones Beach (the "Easement Area") and including such area as needed, if any, from the last set of coordinates listed below on the same course as from the next to last set of coordinates, to make the easement hereby granted contiguous to the easements contemporaneously granted to Grantee by the People of the State of New York by and through the New York State Office of Parks, Recreation and Historic Preservation:

Queens-Nassau Border	-73.765416	40.542687
	-73.75432731693	40.54100549615
	-73.68755929533	40.55938813409
	-73.61700000000	40.55559999813
	-73.54006586926	40.55465325892
	-73.51556734182	40.56163097709
Jones Beach State Park Boundary	-73.510600	40.577617

(2) New York State Office of Parks, Recreation and Historic Preservation ("OPRHP")

Agreement for Easements

Agreement for Easements between New York State Office of Parks, Recreation and Historic Preservation and Neptune Regional Transmission System, LLC ("NRTS"), dated as of June 23, 2005, recorded or to be recorded in the Nassau County Clerk's Office agreeing to grant NRTS the following described Installation Easement, Converter Site Easement and Transmission Easement as such terms are defined therein.

(3) OPRHP

Installation Easement

A Grant of Temporary Easement -- Installation between OPRHP and NRTS, dated June 23, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS an easement for temporary installation, placement, replacement, operation and maintenance of cables across, along and under Jones Beach, Jones Beach Causeway and Wantagh State Parkway in Nassau County New York covering the lands more particularly described as follows:

1. Easement in, through and under land in Nassau County, New York described below under the caption EASEMENT CORRIDOR (the "Easement Corridor")

(a) from and to the southern boundary of OPRHP's submerged land south of the south shore of Jones Island (which boundary is 2640 feet more or less from the high water line of Jones Island), north across such submerged land and Jones Island to the Jones Beach Causeway, and along the Jones Beach Causeway and the Wantagh State Parkway crossing under the Southern State Parkway to and from the portion of OPRHP 508 Duffy Avenue, North Hempstead, New York property described in the Converter Site Easement (the "Converter Station Site") upon which will be constructed NRTS HVDC-HVAC electrical converter station (the "Converter Station"), (the "HVDC Route"), for installation, existence, operation, maintenance, repair, placement and replacement of HVDC electrical and fiber optic cables to be used for transmission of electricity and for communications (the "HVDC Cables"), and

(b) from and to the Converter Station Site along the Wantagh State Parkway to and from the land of the Long Island Railroad described in Attachment A-3 attached hereto that lies between Salisbury Drive and Long Island Power Authority's Newbridge Road, Levittown substation site in Hempstead, New York (the "LIPA Substation Site"), and to and from the portion of the LIPA Substation Site described in Attachment A-3A attached hereto (the "HVAC Route"), for installation, existence, operation, maintenance, repair, placement and replacement of HVAC electrical and fiber optic cables to be used for transmission of electricity and for communications (the "HVAC Cables" and with the HVDC Cables the "Cables");

with the areas within the Easement Corridor in which the HVDC Cables are to be located and the areas within the Easement Corridor in which the HVAC Cables are to be located to each be six (6) feet in width, with the HVAC Cables and the HVDC Cables to be separated by sixteen (16) feet, together with the right to install surface markers along the HVDC Route and the HVAC Route;

together with the right to go upon the land of GRANTOR within and adjacent to the Easement Corridor for the purpose of installing, maintaining, repairing, placing, replacing and removing the Cables within the Easement Corridor, and lay-down and storage of materials and equipment in connection therewith.

**EASEMENT CORRIDOR** (References are to State Plane New York Long Island NAD 83 Feet and WGS 84 Coordinates)

The Easement Corridor is the land along the HVDC Route and HVAC Route in the Towns of North Hempstead, Oyster Bay and Hempstead, Nassau County, New York described as follows:

Beginning at a point on said southern boundary of OPRHP's submerged land and the northerly boundary of submerged land that is the subject of an easement granted or to be granted to GRANTEE by the People of the State of New York acting by the Commissioner of General Services, that is on a straight line from a point in the Atlantic Ocean having coordinates East 1118851.99, North 144265.98 (Longitude -73.51557, Latitude 40.56163) to a point on Jones Island having coordinates East 1121635.97, North 156312.95 (Longitude -73.50530 Latitude 40.59465), said point being named 01 on the list of coordinates set forth below ("Coordinate List") and being shown as point 01 on the project development plan sheet ("Map") set forth below,

from said point 01 to and through consecutively numbered points 02 through 08 named on the Coordinate List and shown on the Map a parcel of land one hundred (100) feet wide from said starting point to point 08 referred to below having as its centerline (i) a straight line from said point in the Atlantic Ocean having coordinates East 1118851.99, North 144265.98 (Longitude -73.51557, Latitude 40.56163 to said point 01, (ii) then a straight line from said point 01 through points 02, 03 and 04 to point 05; then (iii) a line curving to the left between points 05 and 06 fifty (50) feet easterly of the easterly edge of the road pavement between such points as shown on the Map and then a line curving to the right from point 06 to point 07 and from point 07 to point 08 at the easterly edge of the Jones Beach Causeway fifty (50) feet easterly of the easterly edge of the road pavement between such points as shown on the Map; then (iv) a line fifty (50) feet easterly of and parallel to the easterly edge of the pavement of the north bound lane of the Jones Beach Causeway and the Wantagh State Parkway crossing under the Southern State Parkway to the westerly extension of the northerly boundary of the Converter Station Site; provided, that where the easterly boundary of the land owned by OPRHP upon which is located the Jones Beach Causeway and the Wantagh State Parkway (the "OPRHP Land") is less than one hundred (100) feet easterly of the easterly edge of the northbound lane of the Jones Beach Causeway and the Wantagh State Parkway, the easterly boundary of this easement parcel shall be the easterly

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boundary of the OPRHP Land, and provided further that to assure that the Easement Corridor abuts the LIPA Substation Site the Easement Corridor includes the strip of land that is an extension of the portion of the LIPA Substation Site described in Attachment A-3A westerly to the easterly edge of the northbound lane of the Wantagh State Parkway, and provided further that to assure that the Easement Corridor abuts the Converter Station Site where the HVAC Cables are to enter/exit the Converter Station Site the Easement Corridor includes the land between the westerly boundary of the Converter Station Site and what would otherwise be the easterly boundary of the Easement Corridor.

WGS 84			State Plane New York NAD 83	
Name	Longitude	Latitude	East	North
01	-73.50530	40.59465	1121635.97	156312.95
02	-73.50536	40.59602	1121616.75	156810.35
03	-73.50542	40.59739	1121597.45	157309.98
04	-73.50548	40.59876	1121578.14	157809.61
05	-73.50559	40.60013	1121545.57	158307.56
06	-73.50632	40.60133	1121338.68	158742.38
07	-73.50772	40.60214	1120948.93	159036.75
08	-73.50793	40.60345	1120888.40	159514.59
Ocean	-73.51557	40.56163	1118851.99	144265.98

See Overall Longitudinal Area as described in number (6)- Cable License from Long Island Rail Road for the legal description referred to as Attachment A-3 referenced above. See LIRR Replacement Easement Area from LIPA described in number (5)- Easement from Long Island Power Authority for the legal description referred to as Attachment A-3A above.

**(4) OPRHP**

**Converter Site Easement**

A Grant of Easement – Converter Site between OPRHP and NRTS, dated June 23, 2005, recorded or to be recorded in the Nassau County Clerk’s Office granting NRTS easements in a parcel of real property commonly known as 508 Duffy Avenue, North Hempstead, New York covering the lands more particularly described as follows:

1. The exclusive right to the use of the surface, subsurface and area above the surface of the parcel of land described below under the caption CONVERTER STATION SITE, which use shall be for the purposes set forth in this CONVERTER SITE EASEMENT; provided, however, that GRANTOR retains the right to enter the CONVERTER STATION SITE from time to time on reasonable notice to assure itself that the use thereof complies with the provisions of this Converter Site Easement, and provided further, that the Converter Site Easement is subject to the location, operation and maintenance of a subsurface groundwater circulation well and associated

equipment and structures where now located and access for such purposes in connection with ongoing remediation of the General Instrument Site (not part of the CONVERTER STATION SITE) (New York Department of Environmental Conservation Site No. 1-30-020) where now located at the Southeast corner of the CONVERTER STATION SITE.

**CONVERTER STATION SITE:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

Running Thence North  $06^{\circ}10'25''$  West, a distance of 775.40 feet to the southerly line of a New York State Perpetual Easement; thence

Along the New York State Perpetual Easement the next two (2) courses and distances

1.) South  $71^{\circ}26'12''$  West a distance of 167.67 feet to a point;  
2.) thence southerly, South  $72^{\circ}26'35''$  West a distance of 733.50 feet to a point inside the lands of the Wantagh State Parkway; thence through the lands of the Wantagh State Parkway, South  $31^{\circ}22'58''$  East a distance of 49.47 feet to a point; thence South  $43^{\circ}43'43''$  East a distance of 682.10 feet to a point;  
thence North  $72^{\circ}26'35''$  East, a distance of 361.23 feet;  
thence South  $34^{\circ}34'03''$  East, a distance of 101.44 feet;  
thence North  $72^{\circ}26'35''$  East, a distance of 44.53 feet to the POINT AND OR PLACE OF BEGINNING.

Containing 458,017 square feet or 10.51 acres, more or less.

2. The right to use the surface, subsurface and area above the surface of the parcel of land described below under the caption ACCESS AREA for access to and from public ways from and to the CONVERTER STATION SITE for vehicular and pedestrian passage and utilities and fiber optic cables, including, without limitation, the location, use, maintenance, placement, repair and replacement of roadways, utility lines and poles, fiber optic cables, HVDC cables and HVAC cables, graveling and paving of roadways and cutting and trimming of trees and other vegetation in connection therewith and for temporary vehicular and pedestrian access and temporary utilities to the TEMPORARY CONSTRUCTION AREA (described below).

**ACCESS AREA:**

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ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

Running Thence South  $72^{\circ}26'35''$  West, a distance of 44.53 feet to a point;  
thence South  $34^{\circ}34'03''$  East, a distance of 7.68 feet to a point;  
thence South  $06^{\circ}10'25''$  East, a distance of 422.85 feet to a point of curvature;  
thence southerly, a distance of 14.50 feet along a curve to the right having a radius of 25.00 feet and a central angle of  $33^{\circ}13'25''$  to a point of curvature;  
thence southerly, a distance of 326.58 feet along a reverse curve to the left having a radius of 275.00 feet and a central angle of  $68^{\circ}02'31''$  to a point on the westerly extension of the northerly line of Duffy Avenue;  
thence North  $35^{\circ}27'33''$  East, on the westerly extension of said line of Duffy Avenue, a distance of 41.35 feet to a point of curvature;  
thence northerly, a distance of 269.39 feet along a non tangent curve to the right of which the radius point lies North  $51^{\circ}22'14''$  East a radius of 235.00 feet, and having a central angle of  $65^{\circ}40'46''$  to a point of curvature;  
thence northerly, a distance of 37.69 feet along a reverse curve to the left having a radius of 65.00 feet and a central angle of  $33^{\circ}13'25''$  to a point;  
thence North  $06^{\circ}10'25''$  West, a distance of 438.40 feet to the POINT AND OR PLACE OF BEGINNING.

3. The exclusive right to use the parcel of land described below under TEMPORARY CONSTRUCTION AREA for the laydown, storage and use of materials, equipment, vehicles, portable buildings and other property and location of and working by contractors, subcontractors, materialmen and other persons in connection with the construction of the Converter Station and installation of cables, roadways and utilities running to and from the Converter Station Site prior to and during the period of such construction and installation and thereafter the non-exclusive right to use so much of such Temporary Construction Area as may be reasonably necessary from time to time in connection with the maintenance, repair, replacement and removal of and addition to the converter station, cables, roadways and utilities.

#### TEMPORARY CONSTRUCTION AREA

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

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Commencing at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

running thence the following three (3) courses and distances:

- 1.) South 72°26'35" West, a distance of 44.53 feet; thence
- 2.) North 34°34'03" West, a distance of 101.44 feet; thence
- 3.) South 72°26'35" West, a distance of 132.98 feet to the to the POINT AND OR PLACE OF BEGINNING;

Thence continuing westerly along said line, a distance of 228.25 feet;

thence South 43°43'43" East, a distance of 108.08 feet;

thence North 72°26'35" East, a distance of 180.58 feet;

thence North 17°33'25" West, a distance of 97.00 feet to the POINT AND OR PLACE OF BEGINNING.

The Agreement for Easements, Installation Easement and Converter Site Easement (the numbers (2), (3) and (4) above) having been assigned to the Agency by the Company by an Assignment and Assumption Agreement dated as of July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office.

**(5) Long Island Power Authority**

Easement between Long Island Power Authority ("LIPA") and NRTS, dated July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS an easement in and across LIPA's real property from property belonging to Long Island Rail Road and the State of New York to an electrical substation on LIPA's property, and a replacement easement as set forth therein, respectively covering the lands described as follows.

**LIPA Basic Easement Area**

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 200.01 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206827.416, E: 1111656.894; running thence;

- 1) South 01 degrees 43 minutes 52 seconds West, a distance of 135.57 feet to a point, thence
- 2) North 88 degrees 16 minutes 08 seconds West, a distance of 20.00 feet to a point, thence;

- 3) North 01 degrees 43 minutes 52 seconds East, a distance of 136.18 feet to a point on the southerly side line of the Long Island Railroad, running thence;
- 4) Along said southerly side line of the Long Island Railroad, South 88 degrees 16 minutes 08 seconds East, a distance of 20.00 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System at L.I.P.A. Long Island, New York", prepared by AIA Engineers, LTD, PLLC dated 6/05 as Project No. 490.

The coordinates shown refer to the New York State Plane Coordinate System (NAD 83) as established by the United States Coast and Geodetic Survey.

LIRR Replacement Easement Area from LIPA

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 220.01 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206828.02, E: 1111698.213; running thence;

- 1) South 01 degrees 43 minutes 52 seconds West, a distance of 30.00 feet to a point, thence
- 2) North 88 degrees 16 minutes 08 seconds West, a distance of 311.87 feet to a point, thence;
- 3) South 78 degrees 03 minutes 15 seconds West, a distance of 254.57 feet to a point, thence;
- 4) North 18 degrees 19 minutes 00 seconds West, a distance of 30.19 feet to a point, thence
- 5) North 78 degrees 03 minutes 15 seconds East, a distance of 261.52 feet to a point, thence;
- 6) Along the southerly side line of the Long Island Rail Road, South 88 degrees 16 minutes 08 seconds East, a distance of 315.47 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System at L.I.P.A. Long Island, New York", prepared by AIA Engineers, LTD, PLLC dated 6/05 as Project No. 490.



The Easement from Long Island Power Authority was assigned to the Agency by the Company by an Assignment and Assumption Agreement dated as of July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office.

The coordinates shown refer to the New York State Plane Coordinate System (NAD 83) as established by the United States Coast and Geodetic Survey.

**(6) Cable License from Long Island Rail Road**

Cable License between Long Island Rail Road ("LIRR") and NRTS, dated June 29, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS a license across and under lands that traverse and abut the Wantagh State Parkway and the LIPA Basic Easement Area and LIRR Replacement Easement Area described above under Easement from Long Island Power Authority, in Nassau County, New York, covering the lands more particularly described as follows:

**Montauk Branch Traverse Area**

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of the Long Island Railroad (Montauk Branch) with the intersection of the easterly curb line of the Wantagh State Parkway, said point having coordinates of N: 184116.611, E: 1118978.608; running thence;

- 1) Along said northerly line of the Long Island Railroad (Montauk Branch), North 78 degrees 48 minutes 08 seconds East, a distance of 30.00 feet to a point, thence;
- 2) South 11 degrees 38 minutes 40 seconds West, a distance of 72.67 feet to a point, on the southerly line of the Long Island Railroad, thence;
- 3) Along said southerly line of the Long Island Railroad, South 78 degrees 48 minutes 08 seconds West, a distance of 30.00 feet to a point on the easterly curb line of the Wantagh State Parkway, running thence;
- 4) Along said easterly curb line of the Wantagh State Parkway, North 11 degrees 38 minutes 40 seconds East, a distance of 72.67 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "Neptune Regional Transmission System (Neptune RTS) Land Route Desktop Study Property Line Along Wantagh Pkwy Long Island, New York", prepared by A.I.A. Engineers Ltd., dated 6/05 as Project No. NY 490, sheet 23 of 24.

**Central Branch Traverse Area**

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All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of the Long Island Railroad (Central Branch ROW) with the intersection of the easterly curb line of the Wantagh State Parkway, said point having coordinates of N: 206910.18, E: 1110965.77; running thence;

- 1) Along said northerly line of the Long Island Railroad (Central Branch ROW), South 88 degrees 16 minutes 08 seconds East, a distance of 120.56 feet to a point, thence;
- 2) South 18 degrees 19 minutes 00 seconds East, a distance of 63.87 feet to a point on the southerly line of the Long Island Railroad, thence;
- 3) Along said southerly side line of the Long Island Railroad, North 88 degrees 16 minutes 08 seconds West, a distance of 123.35 feet to a point on the easterly curb line of the Wantagh State Parkway, running thence;
- 4) Along said easterly curb line of the Wantagh State Parkway, North 15 degrees 59 minutes 24 seconds West, a distance of 62.99 feet to a point and PLACE OF BEGINNING.

Containing 7317.46 Square Feet or 0.168 acres.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System Along Long Island Railroad (Central Branch ROW) Long Island, New York" prepared by A.J.A. Engineers, Ltd., dated 6/05 as Project No. NY 490 and also shown on "Neptune Regional Transmission System (Neptune RTS) Land Route Desktop Study Property Line Along Wantagh Pkwy", prepared by AJA Engineers, LTD, PLLC dated 6/05, Sheet No. 24 of 24.

#### Overall Longitudinal Area

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 190.46 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206827.115, E: 1111666.497; running thence;

- 1) North 88 degrees 16 minutes 08 seconds West along the Southerly sideline of the Long Island Railroad, a distance of 697.25 feet to a point, thence
- 2) Leaving said southerly sideline of Long Island Railroad, North 01 degrees 43 minutes 52 seconds East, a distance of 60.00 feet to a point on the southerly sideline of Salisbury Park Drive, thence
- 3) Along the southerly side line of Salisbury Park Drive, South 88 degrees 16 minutes 08 seconds East, a distance of 697.25 feet to a point, thence

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## **FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT**

**THIS FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT** (this "Amendment"), made as of the 1<sup>st</sup> day of July, 2008 by and between **NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation duly organized and existing under the laws of the State of New York, having its principal office at 1100 Franklin Avenue, Suite 300, Garden City, NY 11530 (the "Agency"), and **NEPTUNE REGIONAL TRANSMISSION SYSTEM, LLC**, a limited liability company duly organized and validly existing under the laws of the Delaware and authorized to do business in the State of New York (the "Company"). Capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to such terms in the Lease (as hereinafter defined).

### **WITNESSETH:**

WHEREAS, the Agency was created by Chapter 1030 of the Laws of 1969 of the State of New York, being Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 674 of the Laws of 1975 of the State of New York, as amended (collectively, the "Act"); and

WHEREAS, on or about November 24, 2004, the Company presented an application for financial assistance (as amended and restated, the "Application") to the Agency which Application requested that the Agency consider undertaking a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 11.35 acre parcel of land owned by the State of New York or an agency thereof located at 508 Duffy Avenue, Hicksville, Town of North Hempstead, County of Nassau, New York (the "Land"), (2) the construction of a converter station consisting of three (3) buildings containing in the aggregate approximately 27,750 square feet, together with related improvements, all located on the Land (the "Converter Station"), (3) the acquisition of an interest in easements, licenses and permits over land (including underwater lands) of others for cable for the transmission of electricity and associated fiber optics located in Nassau County, New York, (such easements, licenses, and permits, together with the Land, the "Real Property"), (4) the acquisition and installation in and on the Real Property of certain furniture, fixtures, machinery and equipment, and the acquisition and installation of cable for the transmission of electricity and associated fiber optic cable (collectively, the "Equipment"), all of the foregoing to constitute the Nassau county portion of a facility for the transmission of high voltage direct current electricity and associated fiber optics between New Jersey and Nassau County, New York, a facility for the conversion of such electricity to and from alternating current and a cable connecting such facility to the Newbridge Road substation of the Long Island Power Authority (collectively, the Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and ad valorem levies)(collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the Project Facility to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company is a party to certain easements, licenses and permits (collectively, the "Easements") between the Company, as grantee, and the various parties thereto, each as grantor, pursuant to which the Company has acquired certain interest in the various parcels of real property more particularly described in Exhibit A to this Agreement, and

WHEREAS, the Agency is the holder of an interest in the Real Property and the buildings, structure and improvements thereon (collectively, the "Facility"), pursuant to an assignment of the Easements by the Company to the Agency; and

WHEREAS, the Agency has leased the Project Facility to the Company pursuant to a certain Lease Agreement, dated July 1, 2005 between the Agency and the Company (as further amended, modified, supplemented or restated from time to time, the "Lease"); and

WHEREAS, pursuant to Section 874 of the Act, the Agency is exempt from the payment of all taxes and assessments imposed upon real property and improvements acquired by it or under its jurisdiction or control or supervision, other than special ad valorem levies and special assessments; and

WHEREAS, the Agency and the Company wish to amend the Payment in Lieu of Taxes Agreement, dated July 1, 2005 (as further amended, modified, supplemented or restated from time to time, the "Existing PILOT Agreement"), between the Company and the Agency with respect to the Project Facility;

NOW, THEREFORE, in consideration of the promises, mutual covenants hereinafter contained and other good and valuable consideration, the parties hereto mutually agree as follows:

1. The Existing PILOT Agreement shall be amended by adding Section 2.B.(3), containing the following language:

"Any provision of this Agreement to the contrary notwithstanding, the amount of the payments-in-lieu-of-taxes and assessments (each a PILOT Payment, and collectively, the "PILOT Payments") set forth in Section 2.B.(1) hereof for each fiscal tax year shall be reduced by the amount, if any, of special assessments and special ad valorem levies assessed against or levied upon the Project Facility for such fiscal tax year (collectively, "Special Assessments"), whether by the Nassau County Tax Assessor's Office or otherwise, which Special Assessments would otherwise be payable by the Company pursuant to this Agreement. The amount of any such reduction of a PILOT Payment shall be set forth on the applicable PILOT bill issued with respect to such fiscal tax year, if any, but the failure of the Company to receive such bill shall in no event affect the Company's obligation to pay such PILOT Payment. In the event that (i) the amount of Special Assessments for a particular fiscal tax year exceeds the amount of the PILOT Payment for such fiscal tax year (such excess is hereinafter referred to as an "SA Credit"), or (ii) the amount of PILOT Payments for a particular fiscal tax year are not reduced by the amount of Special Assessments for such fiscal tax year (the amount of such Special Assessments is hereinafter referred to as an "SA

Reduction"), then the amount of such SA Credit or SA Reduction, as the case may be, shall be carried over as a credit for the following fiscal tax year(s); provided, however, that if there is an unused SA Credit at the end of the term of the PILOT Payments hereunder, then the Company shall not be entitled to (a) take such SA Credit against any further payments hereunder or against real property taxes assessed against the Project Facility, or (b) an extension of the term of this Agreement."

2. The Existing PILOT Agreement shall be deemed to be modified and amended in accordance with the provisions of this Amendment and the respective rights, duties and obligations of the Company shall remain to be determined, exercised and enforced under the Existing PILOT Agreement subject in all respects to such modifications and amendments in writing executed by all parties thereto, and all the terms and conditions of this Amendment shall be part of the terms and conditions of the Existing PILOT Agreement for any and all purposes. All the other terms of the Existing PILOT Agreement shall continue in full force and effect subject to the amendments set forth herein.

3. The Company represents and warrants to the Agency as follows:

- (a) The representations and warranties of the Company contained in the Existing PILOT Agreement (i) were true and correct when made, and (ii) after giving effect to this Amendment, continue to be true and correct on the date hereof (except to the extent of changes resulting from transactions contemplated or permitted by the Agreement, as amended hereby, and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date).
- (b) The execution and delivery by the Company of this Amendment and the performance by the Company of all of its agreements and obligations under this Amendment are within its corporate, partnership or limited liability company authority, have been duly authorized by all necessary corporate, partnership or membership action and do not and will not: (i) contravene any provision of its organizational documents or any amendment thereof; (ii) conflict with, or result in a breach of any material term, condition or provision of, or constitute a default under or result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any of its respective property under any agreement, deed of trust, indenture, mortgage or other instruments to which it is a party or by which any of its properties are bound including, without limitation, any of other agreements; (iii) violate or contravene any provision of any law, statute, rule or regulation to which the Company is subject or any decree, order or judgment of any court or governmental or regulatory authority, bureau, agency or official applicable to the Company; (iv) require any waivers, consents or approvals by any of its creditors which have not been obtained; or (v) require any approval, consent, order, authorization or license by, or giving notice to, or taking any other action with respect to, any governmental or regulatory authority or agency under any provision of any law.

4. The Existing PILOT Agreement, as amended hereby, constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms, provided that: (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

5. No provision, covenant or agreement contained in this Amendment or any obligation herein imposed upon the Agency or the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit.

6. All covenants, stipulations, promises, agreements and obligations of the Agency contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, director, officer, employee or agent of the Agency in his individual capacity, and no recourse shall be had for the payment thereof or for any claim based thereon or hereunder against any member, director, officer, employee or agent of the Agency or any natural person executing this Amendment on behalf of the Agency

7. Whenever the Company fails to comply with any provision of the Existing PILOT Agreement, as amended hereby, the Agency may, but shall not be obligated to, take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under the Existing PILOT Agreement, as amended hereby.

8. The Existing PILOT Agreement, as amended hereby, shall be governed by and construed in accordance with the internal laws of the State of New York, as the same may be in effect from time to time, without regard to its principles of conflicts of laws.

9. The Company agrees to hold the Agency harmless from and against any liability arising from any default by the Company in performing its obligations hereunder or any expense incurred hereunder, including, without limitation, any expenses of the Agency and attorneys' fees and disbursements.

10. The Existing PILOT Agreement, as amended hereby, may be modified only by written instrument duly executed by the parties hereto.

11. The Existing PILOT Agreement, as amended hereby, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, distributees and assigns.

12. If any provision of the Existing PILOT Agreement, as amended hereby, shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of the Existing PILOT Agreement, as amended hereby, 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.

13. If the Company fails to make any payment when due, the Agency, in addition to any remedy or right it or any taxing authority may have pursuant to the Existing PILOT Agreement, as amended hereby, shall have the rights and remedies set forth in the Lease.

14. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

15. References to the Existing PILOT Agreement in the Lease and the other agreements, documents and instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the Lease, are hereby amended so that any reference to the Existing PILOT Agreement, shall be deemed to mean the Existing PILOT Agreement, as amended by this Amendment.

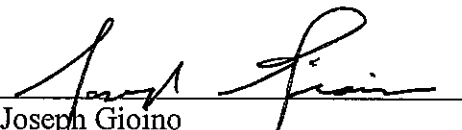
16. This Amendment is given in amendment of, and not in extinguishment, termination or replacement of, the Existing PILOT Agreement. The Company represents and warrants to the Agency that the Company has no right of setoff, defense, claim or counterclaim with respect to its obligations under the Existing PILOT Agreement.

17. Except as expressly provided herein, this Amendment shall not be construed to be a waiver or modification, express or implied, of any of the terms or provisions of the Existing PILOT Agreement, the Lease or any other agreement, document or instrument executed and/or delivered in connection with any of the foregoing, or of any of the Agency's rights thereunder, all of which are and shall remain in full force and effect, nor to result in a loss of priority of the lien of the PILOT Mortgage over the rights of any junior lienor. This Amendment shall not be construed to constitute consent to other or further action by the Company or to entitle the Company to any other consent.

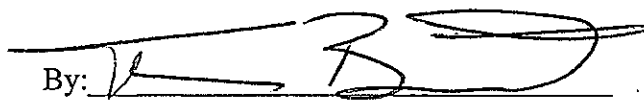
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**NASSAU COUNTY INDUSTRIAL DEVELOPMENT  
AGENCY**

By:   
Joseph Gioino  
Executive Director

**NEPTUNE REGIONAL TRANSMISSION  
SYSTEM, LLC**

By:   
Name: Thomas G. Beaumonte  
Title: Chief Financial Officer &  
Treasurer



STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NASSAU     )

On the 17<sup>th</sup> day of ~~June~~ July in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Gioino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

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

**ROBERT J. LIBONATI**  
Notary Public, State of New York  
No. 01LI5023347  
Qualified in Westchester County  
Commission Expires Feb. 7, 2010



EXHIBIT A

Attached hereto

EXHIBIT A

**(1) New York Office of General Services**

Interim Permit In Anticipation of Grant of Underwater Utility Easement on State-owned Land between Neptune Regional Transmission System, LLC and NYS Office of General Services dated July 6, 2005, approved July 11, 2005, and recorded or to be recorded in the Nassau County Clerk's Office together with the easement to be issued as provided therein (collectively the "OGS Easement") covering the lands more particularly described as follows:

**Parcel A (Nassau County)**

A five hundred (500) foot wide easement through the waters of the Atlantic Ocean situate in the Town of Hempstead, County of Nassau, the centerline of said easement being described as a line starting at the point on the border between the County of Queens and the County of Nassau identified below and proceeding northeasterly through the following coordinates (WGS 1984) to the boundary of the submerged lands of Jones Beach (the "Easement Area") and including such area as needed, if any, from the last set of coordinates listed below on the same course as from the next to last set of coordinates, to make the easement hereby granted contiguous to the easements contemporaneously granted to Grantee by the People of the State of New York by and through the New York State Office of Parks, Recreation and Historic Preservation:

Queens-Nassau Border	-73.765416	40.542687
	-73.75432731693	40.54100549615
	-73.68755929533	40.55938813409
	-73.61700000000	40.55559999813
	-73.54006586926	40.55465325892
	-73.51556734182	40.56163097709
Jones Beach State Park Boundary	-73.510600	40.577617

**(2) New York State Office of Parks, Recreation and Historic Preservation ("OPRHP")**

**Agreement for Easements**

Agreement for Easements between New York State Office of Parks, Recreation and Historic Preservation and Neptune Regional Transmission System, LLC ("NRTS"), dated as of June 23, 2005, recorded or to be recorded in the Nassau County Clerk's Office agreeing to grant NRTS the following described Installation Easement, Converter Site Easement and Transmission Easement as such terms are defined therein.

**(3) OPRHP**

**Installation Easement**

A Grant of Temporary Easement – Installation between OPRHP and NRTS, dated June 23, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS an easement for temporary installation, placement, replacement, operation and maintenance of cables across, along and under Jones Beach, Jones Beach Causeway and Wantagh State Parkway in Nassau County New York covering the lands more particularly described as follows:

1. Easement in, through and under land in Nassau County, New York described below under the caption EASEMENT CORRIDOR (the "Easement Corridor")

(a) from and to the southern boundary of OPRHP's submerged land south of the south shore of Jones Island (which boundary is 2640 feet more or less from the high water line of Jones Island), north across such submerged land and Jones Island to the Jones Beach Causeway, and along the Jones Beach Causeway and the Wantagh State Parkway crossing under the Southern State Parkway to and from the portion of OPRHP 508 Duffy Avenue, North Hempstead, New York property described in the Converter Site Easement (the "Converter Station Site") upon which will be constructed NRTS HVDC-HVAC electrical converter station (the "Converter Station"), (the "HVDC Route"), for installation, existence, operation, maintenance, repair, placement and replacement of HVDC electrical and fiber optic cables to be used for transmission of electricity and for communications (the "HVDC Cables"), and

(b) from and to the Converter Station Site along the Wantagh State Parkway to and from the land of the Long Island Railroad described in Attachment A-3 attached hereto that lies between Salisbury Drive and Long Island Power Authority's Newbridge Road, Levittown substation site in Hempstead, New York (the "LIPA Substation Site"), and to and from the portion of the LIPA Substation Site described in Attachment A-3A attached hereto (the "HVAC Route"), for installation, existence, operation, maintenance, repair, placement and replacement of HVAC electrical and fiber optic cables to be used for transmission of electricity and for communications (the "HVAC Cables" and with the HVDC Cables the "Cables");

with the areas within the Easement Corridor in which the HVDC Cables are to be located and the areas within the Easement Corridor in which the HVAC Cables are to be located to each be six (6) feet in width, with the HVAC Cables and the HVDC Cables to be separated by sixteen (16) feet, together with the right to install surface markers along the HVDC Route and the HVAC Route;

together with the right to go upon the land of GRANTOR within and adjacent to the Easement Corridor for the purpose of installing, maintaining, repairing, placing, replacing and removing the Cables within the Easement Corridor, and lay-down and storage of materials and equipment in connection therewith.

**EASEMENT CORRIDOR** (References are to State Plane New York Long Island NAD 83 Feet and WGS 84 Coordinates)

The Easement Corridor is the land along the HVDC Route and HVAC Route in the Towns of North Hempstead, Oyster Bay and Hempstead, Nassau County, New York described as follows:

Beginning at a point on said southern boundary of OPRHP's submerged land and the northerly boundary of submerged land that is the subject of an easement granted or to be granted to GRANTEE by the People of the State of New York acting by the Commissioner of General Services, that is on a straight line from a point in the Atlantic Ocean having coordinates East 1118851.99, North 144265.98 (Longitude -73.51557, Latitude 40.56163) to a point on Jones Island having coordinates East 1121635.97, North 156312.95 (Longitude -73.50530 Latitude 40.59465), said point being named 01 on the list of coordinates set forth below ("Coordinate List") and being shown as point 01 on the project development plan sheet ("Map") set forth below,

from said point 01 to and through consecutively numbered points 02 through 08 named on the Coordinate List and shown on the Map a parcel of land one hundred (100) feet wide from said starting point to point 08 referred to below having as its centerline (i) a straight line from said point in the Atlantic Ocean having coordinates East 1118851.99, North 144265.98 (Longitude -73.51557, Latitude 40.56163 to said point 01, (ii) then a straight line from said point 01 through points 02, 03 and 04 to point 05; then (iii) a line curving to the left between points 05 and 06 fifty (50) feet easterly of the easterly edge of the road pavement between such points as shown on the Map and then a line curving to the right from point 06 to point 07 and from point 07 to point 08 at the easterly edge of the Jones Beach Causeway fifty (50) feet easterly of the easterly edge of the road pavement between such points as shown on the Map; then (iv) a line fifty (50) feet easterly of and parallel to the easterly edge of the pavement of the north bound lane of the Jones Beach Causeway and the Wantagh State Parkway crossing under the Southern State Parkway to the westerly extension of the northerly boundary of the Converter Station Site; provided, that where the easterly boundary of the land owned by OPRHP upon which is located the Jones Beach Causeway and the Wantagh State Parkway (the "OPRHP Land") is less than one hundred (100) feet easterly of the easterly edge of the northbound lane of the Jones Beach Causeway and the Wantagh State Parkway, the easterly boundary of this easement parcel shall be the easterly

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boundary of the OPRHP Land, and provided further that to assure that the Easement Corridor abuts the LIPA Substation Site the Easement Corridor includes the strip of land that is an extension of the portion of the LIPA Substation Site described in Attachment A-3A westerly to the easterly edge of the northbound lane of the Wantagh State Parkway, and provided further that to assure that the Easement Corridor abuts the Converter Station Site where the HVAC Cables are to enter/exit the Converter Station Site the Easement Corridor includes the land between the westerly boundary of the Converter Station Site and what would otherwise be the easterly boundary of the Easement Corridor.

WGS 84			State Plane New York NAD 83	
Name	Longitude	Latitude	Feet East	Feet North
01	-73.50530	40.59465	1121635.97	156312.95
02	-73.50536	40.59602	1121616.75	156810.35
03	-73.50542	40.59739	1121597.45	157309.98
04	-73.50548	40.59876	1121578.14	157809.61
05	-73.50559	40.60013	1121545.57	158307.56
06	-73.50632	40.60133	1121338.68	158742.38
07	-73.50772	40.60214	1120948.93	159036.75
08	-73.50793	40.60345	1120888.40	159514.59
Ocean	-73.51557	40.56163	1118851.99	144265.98

See Overall Longitudinal Area as described in number (6)- Cable License from Long Island Rail Road for the legal description referred to as Attachment A-3 referenced above. See LIRR Replacement Easement Area from LIPA described in number (5)- Easement from Long Island Power Authority for the legal description referred to as Attachment A-3A above.

**(4) OPRHP**

**Converter Site Easement**

A Grant of Easement – Converter Site between OPRHP and NRTS, dated June 23, 2005, recorded or to be recorded in the Nassau County Clerk’s Office granting NRTS easements in a parcel of real property commonly known as 508 Duffy Avenue, North Hempstead, New York covering the lands more particularly described as follows:

1. The exclusive right to the use of the surface, subsurface and area above the surface of the parcel of land described below under the caption CONVERTER STATION SITE, which use shall be for the purposes set forth in this CONVERTER SITE EASEMENT; provided, however, that GRANTOR retains the right to enter the CONVERTER STATION SITE from time to time on reasonable notice to assure itself that the use thereof complies with the provisions of this Converter Site Easement, and provided further, that the Converter Site Easement is subject to the location, operation and maintenance of a subsurface groundwater circulation well and associated

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equipment and structures where now located and access for such purposes in connection with ongoing remediation of the General Instrument Site (not part of the CONVERTER STATION SITE) (New York Department of Environmental Conservation Site No. 1-30-020) where now located at the Southeast corner of the CONVERTER STATION SITE.

**CONVERTER STATION SITE:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

Running Thence North  $06^{\circ}10'25''$  West, a distance of 775.40 feet to the southerly line of a New York State Perpetual Easement; thence

Along the New York State Perpetual Easement the next two (2) courses and distances

1.) South  $71^{\circ}26'12''$  West a distance of 167.67 feet to a point;

2.) thence southerly, South  $72^{\circ}26'35''$  West a distance of 733.50 feet to a point inside the lands of the Wantagh State Parkway; thence through the lands of the Wantagh State Parkway, South  $31^{\circ}22'58''$  East a distance of 49.47 feet to a point; thence South  $43^{\circ}43'43''$  East a distance of 682.10 feet to a point;

thence North  $72^{\circ}26'35''$  East, a distance of 361.23 feet;

thence South  $34^{\circ}34'03''$  East, a distance of 101.44 feet;

thence North  $72^{\circ}26'35''$  East, a distance of 44.53 feet to the POINT AND OR PLACE OF BEGINNING.

Containing 458,017 square feet or 10.51 acres, more or less.

2. The right to use the surface, subsurface and area above the surface of the parcel of land described below under the caption ACCESS AREA for access to and from public ways from and to the CONVERTER STATION SITE for vehicular and pedestrian passage and utilities and fiber optic cables, including, without limitation, the location, use, maintenance, placement, repair and replacement of roadways, utility lines and poles, fiber optic cables, HVDC cables and HVAC cables, graveling and paving of roadways and cutting and trimming of trees and other vegetation in connection therewith and for temporary vehicular and pedestrian access and temporary utilities to the TEMPORARY CONSTRUCTION AREA (described below).

**ACCESS AREA:**

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ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

Running Thence South  $72^{\circ}26'35''$  West, a distance of 44.53 feet to a point;  
thence South  $34^{\circ}34'03''$  East, a distance of 7.68 feet to a point;  
thence South  $06^{\circ}10'25''$  East, a distance of 422.85 feet to a point of curvature;  
thence southerly, a distance of 14.50 feet along a curve to the right having a radius of 25.00 feet and a central angle of  $33^{\circ}13'25''$  to a point of curvature;  
thence southerly, a distance of 326.58 feet along a reverse curve to the left having a radius of 275.00 feet and a central angle of  $68^{\circ}02'31''$  to a point on the westerly extension of the northerly line of Duffy Avenue;  
thence North  $35^{\circ}27'33''$  East, on the westerly extension of said line of Duffy Avenue, a distance of 41.35 feet to a point of curvature;  
thence northerly, a distance of 269.39 feet along a non tangent curve to the right of which the radius point lies North  $51^{\circ}22'14''$  East a radius of 235.00 feet, and having a central angle of  $65^{\circ}40'46''$  to a point of curvature;  
thence northerly, a distance of 37.69 feet along a reverse curve to the left having a radius of 65.00 feet and a central angle of  $33^{\circ}13'25''$  to a point;  
thence North  $06^{\circ}10'25''$  West, a distance of 438.40 feet to the POINT AND OR PLACE OF BEGINNING.

3. The exclusive right to use the parcel of land described below under TEMPORARY CONSTRUCTION AREA for the laydown, storage and use of materials, equipment, vehicles, portable buildings and other property and location of and working by contractors, subcontractors, materialmen and other persons in connection with the construction of the Converter Station and installation of cables, roadways and utilities running to and from the Converter Station Site prior to and during the period of such construction and installation and thereafter the non-exclusive right to use so much of such Temporary Construction Area as may be reasonably necessary from time to time in connection with the maintenance, repair, replacement and removal of and addition to the converter station, cables, roadways and utilities.

#### TEMPORARY CONSTRUCTION AREA

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows:

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Commencing at a point on the easterly most line of the Wantagh State Parkway now or formerly of the New York Office of Parks, Recreation and Historic Preservation, distant 715.01 feet northerly of the northerly most line of Duffy Avenue being the intersection of said lines where the easterly line of the Wantagh State Parkway is the Division line of the Town of North Hempstead and the Town of Oyster Bay;

running thence the following three (3) courses and distances:

- 1.) South 72°26'35" West, a distance of 44.53 feet; thence
- 2.) North 34°34'03" West, a distance of 101.44 feet; thence
- 3.) South 72°26'35" West, a distance of 132.98 feet to the to the POINT AND OR PLACE OF BEGINNING;

Thence continuing westerly along said line, a distance of 228.25 feet;

thence South 43°43'43" East, a distance of 108.08 feet;

thence North 72°26'35" East, a distance of 180.58 feet;

thence North 17°33'25" West, a distance of 97.00 feet to the POINT AND OR PLACE OF BEGINNING.

The Agreement for Easements, Installation Easement and Converter Site Easement (the numbers (2), (3) and (4) above) having been assigned to the Agency by the Company by an Assignment and Assumption Agreement dated as of July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office.

**(5) Long Island Power Authority**

Easement between Long Island Power Authority ("LIPA") and NRTS, dated July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS an easement in and across LIPA's real property from property belonging to Long Island Rail Road and the State of New York to an electrical substation on LIPA's property, and a replacement easement as set forth therein, respectively covering the lands described as follows.

**LIPA Basic Easement Area**

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 200.01 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206827.416, E: 1111656.894; running thence;

- 1) South 01 degrees 43 minutes 52 seconds West, a distance of 135.57 feet to a point, thence
- 2) North 88 degrees 16 minutes 08 seconds West, a distance of 20.00 feet to a point, thence;

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- 3) North 01 degrees 43 minutes 52 seconds East, a distance of 136.18 feet to a point on the southerly side line of the Long Island Railroad, running thence;
- 4) Along said southerly side line of the Long Island Railroad, South 88 degrees 16 minutes 08 seconds East, a distance of 20.00 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System at L.I.P.A. Long Island, New York", prepared by AIA Engineers, LTD, PLLC dated 6/05 as Project No. 490.

The coordinates shown refer to the New York State Plane Coordinate System (NAD 83) as established by the United States Coast and Geodetic Survey.

LIRR Replacement Easement Area from LIPA

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 220.01 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206828.02, E: 1111698.213; running thence;

- 1) South 01 degrees 43 minutes 52 seconds West, a distance of 30.00 feet to a point, thence
- 2) North 88 degrees 16 minutes 08 seconds West, a distance of 311.87 feet to a point, thence;
- 3) South 78 degrees 03 minutes 15 seconds West, a distance of 254.57 feet to a point, thence;
- 4) North 18 degrees 19 minutes 00 seconds West, a distance of 30.19 feet to a point, thence
- 5) North 78 degrees 03 minutes 15 seconds East, a distance of 261.52 feet to a point, thence;
- 6) Along the southerly side line of the Long Island Rail Road, South 88 degrees 16 minutes 08 seconds East, a distance of 315.47 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System at L.I.P.A. Long Island, New York", prepared by AIA Engineers, LTD, PLLC dated 6/05 as Project No. 490.

The Easement from Long Island Power Authority was assigned to the Agency by the Company by an Assignment and Assumption Agreement dated as of July 15, 2005, recorded or to be recorded in the Nassau County Clerk's Office.

The coordinates shown refer to the New York State Plane Coordinate System (NAD 83) as established by the United States Coast and Geodetic Survey.

**(6) Cable License from Long Island Rail Road**

Cable License between Long Island Rail Road ("LIRR") and NRTS, dated June 29, 2005, recorded or to be recorded in the Nassau County Clerk's Office granting NRTS a license across and under lands that traverse and abut the Wantagh State Parkway and the LIPA Basic Easement Area and LIRR Replacement Easement Area described above under Easement from Long Island Power Authority, in Nassau County, New York, covering the lands more particularly described as follows:

**Montauk Branch Traverse Area.**

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of the Long Island Railroad (Montauk Branch) with the intersection of the easterly curb line of the Wantagh State Parkway, said point having coordinates of N: 184116.611, E: 1118978.608; running thence;

- 1) Along said northerly line of the Long Island Railroad (Montauk Branch), North 78 degrees 48 minutes 08 seconds East, a distance of 30.00 feet to a point, thence;
- 2) South 11 degrees 38 minutes 40 seconds West, a distance of 72.67 feet to a point, on the southerly line of the Long Island Railroad, thence;
- 3) Along said southerly line of the Long Island Railroad, South 78 degrees 48 minutes 08 seconds West, a distance of 30.00 feet to a point on the easterly curb line of the Wantagh State Parkway, running thence;
- 4) Along said easterly curb line of the Wantagh State Parkway, North 11 degrees 38 minutes 40 seconds East, a distance of 72.67 feet to a point and PLACE OF BEGINNING.

Said description being in accordance with a survey entitled "Neptune Regional Transmission System (Neptune RTS) Land Route Desktop Study Property Line Along Wantagh Pkwy Long Island, New York", prepared by A.I.A. Engineers Ltd., dated 6/05 as Project No. NY 490, sheet 23 of 24.

**Central Branch Traverse Area**

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of the Long Island Railroad (Central Branch ROW) with the intersection of the easterly curb line of the Wantagh State Parkway, said point having coordinates of N: 206910.18, E: 1110965.77; running thence;

- 1) Along said northerly line of the Long Island Railroad (Central Branch ROW), South 88 degrees 16 minutes 08 seconds East, a distance of 120.56 feet to a point, thence;
- 2) South 18 degrees 19 minutes 00 seconds East, a distance of 63.87 feet to a point on the southerly line of the Long Island Railroad, thence;
- 3) Along said southerly side line of the Long Island Railroad, North 88 degrees 16 minutes 08 seconds West, a distance of 123.35 feet to a point on the easterly curb line of the Wantagh State Parkway, running thence;
- 4) Along said easterly curb line of the Wantagh State Parkway, North 15 degrees 59 minutes 24 seconds West, a distance of 62.99 feet to a point and PLACE OF BEGINNING.

Containing 7317.46 Square Feet or 0.168 acres.

Said description being in accordance with a survey entitled "ALTA Survey/ACSM Survey for Neptune Regional Transmission System Along Long Island Railroad (Central Branch ROW) Long Island, New York" prepared by A.I.A. Engineers, Ltd., dated 6/05 as Project No. NY 490 and also shown on "Neptune Regional Transmission System (Neptune RTS) Land Route Desktop Study Property Line Along Wantagh Pkwy", prepared by AIA Engineers, LTD, PLLC dated 6/05, Sheet No. 24 of 24.

#### Overall Longitudinal Area

All That tract or parcel of land and premises, situate, lying and being in the Town of Hempstead, Nassau County, and State of New York, bounded and described as follows:

Beginning at a point on the southerly line of the Long Island Railroad (Central Branch ROW) a distance of 190.46 feet westerly along said southerly line from the point of intersection of said southerly line with the westerly sideline of Newbridge Road, said point having coordinates of N: 206827.115, E: 1111666.497; running thence;

- 1) North 88 degrees 16 minutes 08 seconds West along the Southerly sideline of the Long Island Railroad, a distance of 697.25 feet to a point, thence
- 2) Leaving said southerly sideline of Long Island Railroad, North 01 degrees 43 minutes 52 seconds East, a distance of 60.00 feet to a point on the southerly sideline of Salisbury Park Drive, thence
- 3) Along the southerly side line of Salisbury Park Drive, South 88 degrees 16 minutes 08 seconds East, a distance of 697.25 feet to a point, thence

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