



VIA EMAIL WITH READ RECIEPT

April 11, 2024

Re: Lewis County Industrial Development Agency (the "Agency")

OTIS Products, Inc. (the "Company")

Amended and Restated PILOT Agreement, dated as of February 24, 2010

Notice of Expiration of PILOT Agreement (as of January 31, 2024)

Address: 6978 Laura Street, Lyons Falls, NY 13368

TMID Nos.: 323.00-01-55.120, 338.08-01-06.000, 338.08-01-07.000, 338.07-02-03.000, 338.07-02-04.000, 338.08-01-09.120, 338.08-02-08.000, 338.08-02-09.000, 323.00-01-55.112

Ladies and Gentlemen:

Pursuant to Section 858(15) of the General Municipal Law ("GML"), please accept this letter from the Lewis County Industrial Development Agency (the "Agency") as a notice of the expiration of that certain Amended and Restated PILOT Agreement (the "PILOT Agreement"), dated as of February 24, 2010, and entered into by the Agency and the Company.

The above-captioned PILOT Agreement expired as of January 31, 2024, with the subject property returning to the taxable roll (Section 8) as of March 1, 2024 in accordance with Section 520 of the Real Property Tax Law ("RPTL"). Please note that the last Authority billing cycle for PILOT Payments will be May 15, 2024, and the PILOT Agreement requires the Company to pay full tax equivalents for same starting with the 2024-2025 School fiscal years and the 2025 County, Town and Village fiscal year on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years.

This letter is being transmitted to the Assessor and each Affected Taxing Jurisdiction associated with the Project described within the PILOT Agreement. Please do not hesitate to contact the undersigned with any questions or for additional information.

Very truly yours,

Brittany Davis  
Executive Director

**Read: PILOT Expiration Letter for OTIS Products, Inc.**

DOUGLAS PREMO <DPREMO@southlewis.org>

Tue 4/16/2024 10:29 AM

To: Brittany Davis <brittany@naturallylewis.com>

Your message

To: DOUGLAS PREMO

Subject: PILOT Expiration Letter for OTIS Products, Inc.

Sent: Tuesday, April 16, 2024 9:04:57 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Tuesday, April 16, 2024 10:28:07 AM (UTC-05:00) Eastern Time (US & Canada).

## PILOT Expiration Letter for OTIS Products, Inc.

Brittany Davis <brittany@naturallylewis.com>

Tue 4/16/2024 9:04 AM

To: Brittany Davis <brittany@naturallylewis.com>

Cc: Cheyenne Steria <cheyenne@naturallylewis.com>

Bcc: Larry Dolhof <larrydolhof@lewiscounty.ny.gov>; DOUGLAS PREMO <DPREMO@southlewis.org>;

lyonsdaletownclerk@gmail.com <lyonsdaletownclerk@gmail.com>; Donna Dolhof <donna.dolhof@lyonsfallsconnects.com>

 1 attachments (73 KB)

3-1-24\_OTIS PILOT Expiration Letter.pdf;

### Affected Taxing Jurisdictions:

Please find attached the PILOT expiration letter for OTIS Products, Inc., for your records.

Let me know if you have any questions.

Thank you!

### Brittany Davis

Executive Director

Naturally Lewis

LCIDA / LCDC / Chamber

315.376.3014

[naturallylewis.com](http://naturallylewis.com)



**CAMPANY, McARDLE & RANDALL, PLLC**

CANDACE L. L. RANDALL

KEVIN M. McARDLE, of counsel

THOMAS A. CAMPANY (retired)

7571 S. STATE STREET  
PO BOX 311  
LOWVILLE, NEW YORK 13367-0311

TELEPHONE (315) 376-9445  
FAX (315) 376-9479

LEGAL ASSISTANTS:  
CHARLENE FORNEY  
CARSON HRITZ

*We do not accept service of process via telefax or electronic transmission.*

March 15, 2024

County of Lewis IDA  
7551 S. State St.  
Lowville, NY 13367

Re: Otis Products Lease Termination

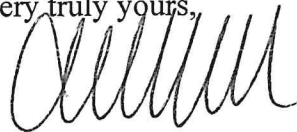
Dear Ladies and Sirs:

I enclose the following in regard to the above-indicated transaction:

- The original recorded Lease Termination.
- An original executed PILOT Termination.
- A copy of the filed deed to Otis Products, Inc.
- An invoice for legal services and disbursements in this matter.

Should you have any questions or concerns please contact our office.

Very truly yours,



Candace L. L. Randall

CR: cf  
Enc.



OFFICE OF THE COUNTY CLERK  
 LYLE J. MOSER COUNTY CLERK  
 7660 NORTH STATE ST, LOWVILLE, NEW YORK 13367

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2024-001503

Receipt#: 2024230083  
 Clerk: DH  
 Rec Date: 02/29/2024 12:15:17 PM  
 Doc Grp: RP  
 Descrip: LEASE TERMINATION  
 Num Pgs: 7

Party1: COUNTY OF LEWIS INDUSTRIAL  
 DEVELOPMENT AGENCY  
 Party2: OTIS PRODUCTS INC  
 Town: WEST TURIN  
 338.07-02-03.000  
 338.07-02-04.000  
 LYONSDALE  
 338.08-01-06.000  
 ...more

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notations	0.50
TP584	5.00
Sub Total:	<u>80.50</u>
Transfer Tax	
Transfer Tax	0.00
Sub Total:	<u>0.00</u>
Total:	<u>80.50</u>
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 875	
Exempt	
Consideration: 0.00	
Total:	0.00

Record and Return To:

CAMPANY, MCARDLE & RANDALL, PLLC  
 7571 SOUTH STATE STREET  
 PO BOX 311  
 LOWVILLE NY 13367-0311

Lyle J. Moser  
 Lewis County Clerk



## GROUND LEASE AND MEMORANDUM OF REAL ESTATE LEASE TERMINATION AGREEMENT

THIS GROUND LEASE AND MEMORANDUM OF REAL ESTATE TERMINATION AGREEMENT (this “Agreement”) is made and entered into between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the “Agency”), and OTIS PRODUCTS, INC., a corporation under the laws of the State of New York with an office and place of business at 6987 Laura Street, Lyons Falls, NY 13368.

### RECITALS

1. Agency and Otis Products, Inc., entered in that certain Lease dated February 24, 2010 (the “Lease”), in connection with the property located in the Village of Lyons Falls and Town of Lyonsdale and Town of West Turin, County of Lewis, New York, located at 6987 Laura Street, which Real Property is more particularly described on Exhibit A attached hereto.
2. In connection with the execution of the Lease, Agency and Otis Products, Inc. executed a Memorandum of Real Estate Lease (the “Memorandum of Lease”) dated February 24, 2010 and recorded in the Lewis County Clerk’s Office as Instrument No. 2010-000876.
3. Otis Products, Inc. has given notice to the Agency to terminate the Lease pursuant to Section 9.01 upon the terms and conditions more particularly set forth herein.
4. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Lease.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lease Termination. Agency and Otis Products, Inc. hereby confirm that effective January 31, 2024 (the “Termination Date”), the Lease shall terminate, whereupon the term of the Lease shall cease and expire as if the Termination Date were the expiration date originally set forth in the Lease.
2. Memorandum of Lease Termination. Agency and Otis Products, Inc. hereby confirm that effective January 31, 2024, the Memorandum of Lease shall terminate as if the Termination Date were the expiration date originally set forth in the Memorandum of Lease.
3. Authority. Each of Agency and Otis Products, Inc. hereby represent to one another that each has full authority to execute this Agreement without the joinder or consent of any other party and that neither party has assigned any of its rights, title or interest in or to the Lease to any other party. Each of Agency’s and Otis Products, Inc.’s representations contained in this paragraph shall survive the termination of the Lease.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED AS A SEALED INSTRUMENT as of the date first set forth above.

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

By: Joseph R. Lawrence  
Name: Joseph R. Lawrence  
Title: Chairman

OTIS PRODUCTS, INC.

By: Jason Reppard  
Name: JASON REPPARD  
Title: CFE

STATE OF NEW YORK )  
COUNTY OF LEWIS )

On this 23 day of February, 2024 before me, the undersigned, personally appeared  
JOSEPH R. LAWRENCE

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Candace L. L. Randall  
Notary Public

CANDACE L. L. RANDALL  
Notary Public, State of New York  
No. 02RA6277622  
Qualified in Lewis County  
Commission Expires March 11, 2025

STATE OF NEW YORK )  
COUNTY OF LEWIS )

On this 27 day of February, 2024 before me, the undersigned, personally appeared  
JASON REPPARD

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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Candace L. L. Randall  
Notary Public

CANDACE L. L. RANDALL  
Notary Public, State of New York  
No. 02RA6277622  
Qualified in Lewis County  
Commission Expires March 11, 2025



## EXHIBIT A

### Legal Description

ALL THAT PIECE OR PARCEL OF REAL PROPERTY lying and being in the Town of Lyonsdale, County of Lewis and State of New York and bounded and described as follows:

BEGINNING at a point in the centerline of Laura Street at its intersection with the division line between Great Lot 254 of the Brantingham Tract on the east and Great Lot 253 on the west; thence along the centerline of said Laura Street N. 37° 44' 02" W. 854.47 feet to a point on the division line between the property of Bernadette Law on the northwest and the property of Law Brothers Contracting Corp. on the southeast; thence along said division line the following eight (8) courses and distances; N. 51° 47' 08" E. 144.12 feet to an iron pipe; N. 43° 30' 29" E. 86.56 feet to an iron pipe; N. 45° 44' 39" W. 7.80 feet to an iron pipe; N. 43° 58' 55" E., 28.92 feet to an iron pipe; S. 45° 44' 39" E. 7.56 feet to an iron pipe; N. 43° 30' 29" E. 266.10 feet to a bent iron pipe; N. 41° 00' 27" E. 125.12 feet to a limestone monument; S. 50° 52' 43" E. 300.59 feet to an iron pipe on the aforementioned division line between Great Lot No. 254 on the east and Great Lot 253 on the west; thence along said division line S. 10° 05' 02" W. 961.29 feet to the point of beginning. Containing 9.067 acres of land.

BEING the same premises conveyed to Otis Products, Inc. by Small Business Administration by deed recorded in the Lewis County Clerk's Office on June 5, 1997 in Book 607 of Deeds at page 314.

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis, State of New York, bounded and described as follows:

COMMENCING at a point of reference in the centerline of Laura Street at its intersection with the division line between the lands of Melanie Law on the northwest and the lands of Small Business Administration on the southeast; thence along said division line the following two (2) courses and distances; N. 51 deg. 47' 8" E. 144.12 feet to an iron pipe found; N. 43 deg. 30' 29" E., 86.56 feet to an iron pipe found, the point of beginning of the premises herein described; thence N. 45 deg. 44' 39" W. 780 feet to an iron pipe found; thence N. 43 deg. 58' 55" E., 28.92 feet to an iron pipe found; thence S. 45 deg. 44' 39" E., 7.56 feet to an iron pipe found; thence S. 43 deg. 30' 29" W., 28.92 feet to the point of beginning. Containing 222 square feet, being 0.005 acres of land.

BEING the same premises conveyed to Otis Products, Inc. by Bernadette A. Law by deed recorded in the Lewis County Clerk's Office on June 5, 1997 in Book 607 of Deeds at page 317.

ALSO, ALL THAT PARCEL OF LAND located in the Town of Lyonsdale, County of Lewis and State of New York, being a part of Lot 254 of Brantingham Tract, being bounded and described as follows:

BEGINNING at a point in the existing centerline of Laura Street, so called, where the same is intersected by the division line between Lot 254 on the east and Lot 253 on the west of the Brantingham Tract, said line also being the division line between the Town of Lyonsdale on the east and the Village of Lyons Falls on the west, said line further being the west line of a 12 acre parcel conveyed as a part a trustee's deed dated May 14, 2004 from Randy J. Schaal, Esquire, Trustee in Bankruptcy of the Estate of Lyons Falls Pulp and Paper, Inc., to Michael R. Johnson, Ronald J. Johnson and Robert P. Johnson and recorded in the Lewis County Clerk's Office on May 19, 2004 as Instrument No. 2004-01534, this described parcel being a part thereof and runs thence from the point of beginning, along said line, it also being the northeast line of lands conveyed to Otis Products, Inc. by deed dated May 27, 1997 and recorded in the Office of the Lewis County Clerk at Liber 607 of Deeds at page 314, N. 10 degrees 05 minutes 02 seconds W. 961.29 feet to a point formerly marked by an iron pipe at the northeast corner of said lands conveyed to Otis Products, Inc.; thence through said lands conveyed to Michael R. Johnson, Robert P. Johnson and Ronald J. Johnson, the five following courses and distances: S. 50 degrees 52 minutes 18 seconds E. 35.04 feet to a rebar set; thence S. 17 degrees 06 minutes 17 seconds E. 315.11 feet



to a rebar set; thence S. 10 degrees 45 minutes 23 seconds W. 317.11 feet to a rebar set; thence S. 56 degrees 05 minutes 00 seconds W. 95.03 feet to a rebar set; thence S. 28 degrees 46 minutes 11 seconds W. 302.28 feet to a point in the first mentioned existing centerline of Laura Street; thence along said centerline N. 37 degrees 44 minutes 02 seconds W. 8.85 feet to the place of beginning. Containing 2.51 acres of land, more or less.

BEING the same premises conveyed to Otis Products, Inc. by Robert P. Johnson, Ronald J. Johnson and Michael R. Johnson by deed recorded in the Lewis County Clerk's Office on June 9, 2004 as Instrument No. 2004-01795.

ALSO, ALL THAT TRACT OR PARCEL OF LAND being in Lot 253 of Brantingham Tract, Village of Lyons Falls, County of Lewis, State of New York bounded and described as follows:

BEGINNING at a found iron pipe in the lot line between Lot 253 to the west and Lot 254 to the east of the Brantingham Tract, said line also being the Town Line between the Village of Lyons Falls to the west and the Town of Lyonsdale to the east, also being the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01052); also being the southeast corner of Lot 58 as shown on a map of Part of Lyons Falls showing lots between the rivers as prepared by David C. Cooper, dated February 1927; thence along the north line of the lands of County of Lewis Industrial Development Agency (Doc. 2004-01052) and the centerline of a Marietta Street (undeveloped) as shown on said map, N. 50° 52' 43" W. 300.59 feet to a found limestone monument on the east boundary line of the lands of Melanie Law (L. 586 P. 162) at its intersection with the centerline of 9th Street (undeveloped); thence through the lands of Law and along the centerline of 9th Street the following three courses and distances: 1) N. 39° 46' 53" E. 126.17 feet to a set 5/8" rebar and cap; 2) N. 30° 03' 44" E. 378.84 feet to a set 5/8" rebar and cap; 3) N. 27° 19' 07" E. 129.55 feet to a found limestone monument at the intersection the centerline of Ann Street (undeveloped); thence along said centerline S. 62° 40' 53" E. 33.75 feet to a set 5/8" rebar and cap in the first mentioned Town and Lot line; thence along said lot line S. 10° 05' 02" W. 725.18 feet to the point of beginning, containing 2.27 acres of land.

EXCEPTING a 100' wide utility easement as conveyed to the Northbrook Lyons Falls over an existing electric line running across the northern portion of the above described parcel, as described in Liber 658 of deeds at page 124.

BEING the same premises conveyed to Otis Products, Inc. by Melanie Shugart and Bernadette A. Law by deed recorded in the Lewis County Clerk's Office on August 21, 2008 as Instrument No. 2008-004268.

ALSO, ALL THAT TRACT OR PARCEL OF LAND being in Lot 254 of Brantingham Tract, Town of Lyonsdale, County of Lewis, State of New York, bounded and described as follows:

BEGINNING at a found iron pipe in the lot line between Lot 253 to the west and Lot 254 to the east of the Brantingham Tract, said line also being the town line between the Village of Lyons Falls to the west and the Town of Lyonsdale to the east, also being the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01052); thence along the Town Line N. 10° 05' 02" E. 725.18 feet to a set 5/8" rebar and cap at the southwest corner of the lands of Northbrook Lyons Falls (L. 658 P. 124); thence along the south boundary line of the lands of Northbrook Lyons Falls S. 62° 48' 59" E. 195.37 feet to a set 5/8" rebar and cap; thence through the lands of Johnson Industries Inc. (Doc. No. 2004-01792) S. 10° 45' 04" W., passing through set 5/8" rebar at the following intervals, 255.55 feet, 275.88 feet, 434.14 feet, for a total distance of 965.59 feet to a set 5/8" rebar and cap at the northeast corner of the lands conveyed to the County of Lewis Industrial Development Agency (Doc. No. 2005-01136); thence along said line the following two courses and distances: 1) N. 17° 06' 17" W. 315.11 feet to a set 5/8" rebar and cap; 2) N. 50° 52' 18" W. 36.04 feet to the point of beginning. Containing 3.47 acres of land.

EXCEPTING a 100' wide utility easement as conveyed to the Northbrook Lyons Falls over an existing electric line running across the northern portion of the above described parcel, as described in Liber 658 of Deeds at page 124.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the Village of Lyons Falls, Town of West Turin, Lewis County, New York, and being a part of Lot 34 in Township Number Four of Constable's Purchase, bounded and described as follows:

BEGINNING at a point in the southeast margin of a railroad right of way leading to the lands of the Gould Paper Company and said point of beginning being 1208.7 feet, measured southeasterly at right angles from the aforementioned lot 34 and 594.66 feet, measured at right angles northeasterly, from the southwest line of Lot 34, and said point of beginning being S. 48° 25' E. and 20.7 feet, measured along the southwest line of Lot No. 24 of "Survey of Village Lots, Lyons Falls, Lewis County, New York, Lot 34, township 4 as surveyed for Harry P. Gould by Wilfred B. Russell, C. E., dated October 22, 1927", from the northwest corner of said Lot; thence N. 38° 30' E. 132.12 feet to a point that is S. 48° 25' E. and 15 feet from the most northerly corner of Lot 25 of aforementioned Village Lots; thence N. 37° 30' E. 46.12 feet to a point that is S. 48° 25' E. and 11 feet from the most northerly corner of Lot 26 of aforementioned Village Lots; thence S. 48° 25' E. along the northeast line of said Lot 26, four (4) feet; thence N. 40° 58' E. 66 feet to a point that is S. 48° 25' E. and 15 feet from the most northerly corner of Lot 27 of aforementioned Village Lots, the four preceding courses being along the railroad right of way; thence S. 48° 25' E. 130 feet, more or less, to the northwest margin of Franklin Street, so-called; thence S. 36° 38' W. along said margin 264.76 feet; thence N. 48° 25' W. 144.3 feet, more or less, to the place of beginning.

It is the intent of the foregoing description to describe Lots 24, 25, 26 and 27 in Block 5 of "Survey of Village Lots, Lyons Falls, Lewis County, New York, Lot 34, Township 4, as surveyed for Harry P. Gould by Wilfred B. Russell, C. E., dated October 22, 1927".

EXCEPTING from said lots, however, a strip of land of varying width off the northwesterly ends of said lots, which the strip is within the bounds of a railroad right of way.

BEING the same premises conveyed to Otis Products, Inc. by Johnson Industries, LLC by deed recorded in the Lewis County Clerk's Office on July 31, 2008 as Instrument No. 2008-003899.

ALSO, ALL THAT TRACT OF PARCEL OF LAND, situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis and State of New York, being a part of the Subdivision of Lots No. 55 and 60 as shown on the plan of the "lots Between the Rivers", and of Great Lot No. 253, Brantingham Tract, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Laura Street, said point lying 1642.5 feet southerly along the center of Laura Street from the intersection of Laura Street with the center of Second Street, said center being marked by a limestone monument buried at the intersection and being further described by an iron pipe set at a distance of 129.36 feet easterly from the center of Laura Street, and an iron pipe set at a distance of 129.36 feet westerly from the center of Laura Street, said iron pipes having been set in Sept. 1927, by Wilford B. Russell, Civil Engineer Syracuse, N.Y.;

THENCE running S. 45 deg. W. at right angles to the center of Laura Street along the lands of the Gould Paper Company to a point 253 feet from the center of Laura Street;

THENCE S. 45 deg. E. for a distance of 200 feet to a point, this line running parallel to the center of Laura Street along lands of the Gould Paper Company;

THENCE N. 45 deg. E for a distance of 253 feet to the center of Laura Street, along land of the Gould Paper Company;

THENCE N. 45 deg. W. for a distance of 200 feet along the center of Laura Street to the point of beginning. Described area containing 1.16 acres more or less.

The above described property is also described as follows:

ALL THAT PIECE OR PARCEL OF REAL PROPERTY lying and being in the Village of Lyons Falls, County of Lewis and State of New York, being Lot 9 & 10 of Laura Street Subdivision as prepared for Georgia Pacific Corporation by LaFave, Huntley, White and McGivern dated May 12, 1974 and bounded and described as follows:

COMMENCING at a point of reference in the centerline of Laura Street at its intersection with the centerline of Second Street;

THENCE in a southeasterly direction along the centerline of Laura Street 1642.5 feet to a point on the division line between Lot 8 on the northwest and Lot 9 on the southeast, said lots being part of the aforementioned subdivision;

THENCE S. 51° 38' 21" W. 33.00 feet to a point on the southwesterly bounds of Laura Street, said point being the point of beginning for the premises herein described;

THENCE along said road margin S. 37° 34' 12" E. 200.12 feet to a point on the division line between Lot 10 on the northwest and Lot 11 on the southeast;

THENCE along said division line S. 51° 37' 40" W. 223.74 feet to an iron pipe found;

THENCE along the southwesterly bounds of Lots 9 and 10 of said subdivision the following two (2) courses and distances: N. 37° 31' 35" W. 100.17 feet to an iron pipe found;

THENCE N. 37° 28' 50" W. 99.99 feet to an iron pipe found on the aforementioned division line between Lot 8 on the northwest and Lot 9 on the Southeast;

THENCE along said division line N. 51° 38' 21" E. 223.51 feet to the point of beginning. Containing 1.027 acres of land.

BEING the same premises conveyed to Otis Products, Inc. by Nicholas E. Byrne and Erica A. Byrne by deed recorded in the Lewis County Clerk's Office on June 8, 2009 as Instrument No. 2009-002806.

ALSO, ALL THAT PIECE, PARCEL, OR TRACT OF LAND situate in the Village of Lyons Falls, Town of Lyonsdale, County of Lewis, and State of New York, being a part of the Subdivision of Lot No. 60 as shown on the plan of the "Lots Between the Rivers" and of Great Lot No. 253, Brantingham Tract, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Laura Street, said point lying 1842.5 feet southerly along the center of Laura Street from the intersection of Laura Street with the center of Second Street, said center being marked by a limestone monument buried at the intersection and being further described by an iron pipe set at a distance of 129.36 feet easterly from the center of Laura Street, and an iron pipe set at a distance of 129.36 feet westerly from the center of Laura Street, said iron pipes have been set in September 1927 by Wilford B. Russell, Civil Engineer, Syracuse, N.Y.;

THENCE running S. 45 degrees W. at right angles to the center of Laura Street along the lands of Donald and Donna Moshier to a point 253 feet from the center of Laura Street;

THENCE S. 45 degrees E. for a distance of 120 feet to a point, this line running parallel to the center of Laura Street along lands of the Georgia-Pacific Corporation, (formerly Gould Paper Company);

THENCE N. 45 degrees E. for a distance of 253 feet to the center of Laura Street, along lands of Georgia-Pacific Corporation;

THENCE N. 45 degrees W. for a distance of 120 feet along the center of Laura Street to the point of beginning. The described area containing .70 acres more or less.

BEING the same premises conveyed to Otis Products, Inc. by KENMAX Foundation, Inc. by deed recorded in the Lewis County Clerk's Office on June 8, 2009 as Instrument No. 2009-002805.

## TERMINATION OF PAYMENT IN LIEU OF TAX AGREEMENT

THIS TERMINATION OF PAYMENT IN LIEU OF TAX (“PILOT”) AGREEMENT (this “Agreement”) is made and entered into between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the “Agency”), and OTIS PRODUCTS, INC., a corporation under the laws of the State of New York with an office and place of business at 6987 Laura Street, Lyons Falls, NY 13368.

### RECITALS

1. Agency and Otis Products, Inc., entered in that certain PILOT Agreement dated February 24, 2010 (the “PILOT Agreement”), in connection with the property located in the Village of Lyons Falls, Town of Lyonsdale and Town of West Turin, County of Lewis, New York, located at 6978 Laura Street, which Real Property is more particularly described on Exhibit A attached hereto.
2. Otis Products, Inc. has given notice to the Agency to terminate the PILOT Agreement pursuant to Section 3.1 upon the terms and conditions more particularly set forth herein.
3. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the PILOT Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. PILOT Agreement Termination. Agency and Otis Products, Inc. hereby confirm that effective May 15, 2024 (the “Termination Date”), the PILOT Agreement shall terminate, whereupon the term of the PILOT Agreement shall cease and expire as if the Termination Date were the expiration date originally set forth in the PILOT Agreement.
2. Authority. Each of Agency and Otis Products, Inc. hereby represent to one another that each has full authority to execute this Agreement without the joinder or consent of any other party and that neither party has assigned any of its rights, title or interest in or to the Lease to any other party. Each of Agency’s and Otis Products, Inc. representations contained in this paragraph shall survive the termination of the Lease.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED AS A SEALED INSTRUMENT as of the date first set forth above.

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation

By: Joseph R. Lawrence  
Name: Joseph R. Lawrence  
Title: Chairman

OTIS PRODUCTS, INC.

By: Jason Reppard  
Name: Jason Reppard  
Title: CFD

STATE OF NEW YORK )  
COUNTY OF LEWIS )

On this 23 day of February, 2024 before me, the undersigned, personally appeared  
**JOSEPH R. LAWRENCE**  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Candace L. L. Randall  
Notary Public

CANDACE L. L. RANDALL  
Notary Public, State of New York  
No. 02RA6277622  
Qualified in Lewis County  
Commission Expires March 11, 2025

STATE OF NEW YORK )  
COUNTY OF LEWIS )

On this 27 day of February, 2024 before me, the undersigned, personally appeared  
**JASON REPPARD**  
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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Candace L. L. Randall  
Notary Public

CANDACE L. L. RANDALL  
Notary Public, State of New York  
No. 02RA6277622  
Qualified in Lewis County  
Commission Expires March 11, 2025



## EXHIBIT A

### Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Lowville, County of Lewis and State of New York bounded and described as follows: BEGINNING at the intersection of the southerly street margin of Dayan Street and the easterly street margin of Cascade Avenue at a point 0.30 feet from a N.Y.S.D.O.T. monument found; thence S. 74° 13' 23" E., along the southerly street margin of Dayan Street, a distance of 86.30 feet to a capped iron rod set; thence S. 67° 17' 22" E., continuing along the southerly street margin of Dayan Street, a distance of 55.53 feet to a capped iron rod set at the intersection of the southerly street margin of Dayan Street with the westerly street margin of an 18' wide alley way commonly known as Exchange Street; thence S. 05° 51' 49" W., along the westerly margin of that alley way a distance of 57.42 feet to a capped iron rod set; thence S. 05° 17' 56" E., continuing along the westerly margin of that alley way, a distance of 57.00 feet to a capped iron rod set at the northeast corner of the parcel of land conveyed to Anthony Meda by deed recorded in the Lewis County Clerk's Office in Liber 489 of Deeds at Page 265; thence N. 76° 37' 27" W., along the northerly line of the said Meda parcel a distance of 73.09 feet to a capped iron rod set at the northwest corner of that parcel; thence S. 12° 44' 35" W., along the westerly line of the Meda parcel, a distance of 26.00 feet to an iron pipe found at the southwest corner of that parcel; thence S. 76° 37' 27" E., along the southerly line of the Meda parcel, a distance of 81.59 feet to an iron pipe found at the westerly margin of the alley way commonly known as Exchange Street; thence S. 05° 17' 56" E., along the westerly margin of that alley way, a distance of 49.59 feet to an iron pipe found at the northeast corner of the parcel of land conveyed to Anthony Meda by deed recorded in the Lewis County Clerk's Office in Liber 489 of Deeds at Page 265; thence N. 75° 07' 53" W. along the northerly line of said Meda parcel to, and then along, the northerly line of the parcel of land conveyed to Roy K. Lindley by deed recorded in the Lewis County Clerk's Office as Instrument No. 2007-03455 a distance of 201.10 feet to a capped iron rod set at the easterly street margin of Cascade Avenue; thence N. 32° 19' 20" E., along the easterly street margin of Cascade Avenue, a distance of 13.68 feet to a capped iron rod set; thence N. 15° 01' 44" E., continuing along the easterly street margin of Cascade Avenue, a distance of 178.41 feet to the point of beginning.

CONTAINING 0.667 acres of land, more or less, as shown on "Map Showing the Boundary Survey of the Victorian Lake, LLC Property, Dayan Street, Village of Lowville" by R. Stephen Moncrief, Jr., PLS no. 49819, dated April 16, 2013, last revised on September 13, 2013 and filed in the Lewis County Clerk's Office.

TOGETHER WITH the right in common with others to use, and a right of way over and through, the aforementioned 18' wide alley way commonly known as Exchange Street beginning at Dayan Street and running southerly parallel to State Street and in the rear of the stores facing on State Street and the entire distance of said stores, said alley way and right of way being more particularly mentioned and described in a



deed from N.B. Sylvester to John O'Donnell dated July 17, 1858 and recorded in the Lewis County Clerk's Office in Book 18 of Deeds at page 415.

SUBJECT TO a gas line easement from the Village of Lowville to New York State Electric & Gas Corporation recorded in the Lewis County Clerk's Office on November 28, 2003 as Instrument No. 2003-03921.

SUBJECT, ALSO, TO a gas line easement grant from the Village of Lowville to New York State Electric & Gas Corporation recorded in the Lewis County Clerk's Office on June 15, 1998 in Liber 623 at Page 190.

BEING the same premises conveyed to Victorian Lake, LLC by (i) the Village of Lowville by deed recorded in the Lewis County Clerk's Office on March 14, 2013 as Instrument No. 2013-001788, and (ii) Community Bank, N. A. by deed recorded in the Lewis County Clerk's Office on July 24, 2013 as Instrument No. 2013-005435.

BEING the same premises conveyed to County of Lewis Industrial Development Agency by deed recorded in the Lewis County Clerk's Office on October 9, 2013 as Instrument No. 2013-007065.