



APPENDIX 4-A

TITLE REPORT



CERTIFICATE OF TITLE

First American Title Insurance Company

Title No. 3020-1030106NY1

First American Title Insurance Company ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary



CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. **THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.** The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. **THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF.**
2. **THE COMPANY'S CLOSER MAY NOT ACT AS LEGAL ADVISOR FOR ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. THE CLOSER IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY.**
3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, mouldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.



Title No. 3020-1030106NY1

CERTIFICATION PAGE

AS TO TRACTS 1-5:

SOMERSET OPERATING COMPANY, LLC, recited as being a Delaware limited liability company

Which acquired title from AES Eastern Energy, L.P., by deed dated as of 06/29/2012 and recorded 07/17/2012 in Instrument No. [2012-14647](#) and from Kintigh Facility Trust A-1, Kintigh Facility Trust A-2, Kintigh Facility Trust B-1, Kintigh Facility Trust B-2, Kintigh Facility Trust C-1 and Kintigh Facility Trust C-2 by deed dated as of 08/08/2012 and recorded 10/24/2012 in Instrument No. [2012-22536](#).

NOTE: Tax Lots 8.00-1-1./A, 8.00-1-1./B and 8.00-1-1./C are separate tax assessed parcels but have no filed/memorialized/recorded deeds of record.

AS TO TRACT 6:

TERROIR DEVELOPMENT, LLC, recited as being a Delaware limited liability company

Which acquired title from Somerset Operating Company, LLC, by deed dated 09/27/2018 and recorded 12/31/2018 in Instrument No. [2018-22935](#).



Title No. 3020-1030106NY1

SCHEDULE "A"

TRACTS 1, 1A, 1B, 1C, 2, 3, and 4

(FOR INFORMATION ONLY: TAX ID NOS. 8.00-1-1.11 TO INCLUDE 8.00-1-1./A, 8.00-1-1./B and 8.00-1-1./C (TRACTS 1, 1A, 1B, AND 1C) 8.00-1-1.12 (TRACT 2) 8.00-1-1.2 (TRACT 3) AND 8.00-1-28 (TRACT 4))

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, BEING PART OF LOTS 1, 2, 4, 13, 14 AND 15, SECTION 5; ALSO BEING PART OF LOTS 1, 2, 3, 4, 5 AND 6, SECTION 3; ALSO BEING PART OF LOTS 2, 4, 6, 8, 10 AND 12, SECTION 2, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY SURVEY (SO-CALLED), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, SECTION 3 (THE EAST LINE OF LOT 1 BEING ALSO THE CENTER LINE OF HARTLAND ROAD); AT ITS INTERSECTION WITH THE CENTER LINE OF LOWER LAKE ROAD; SAID POINT BEING FURTHER DESCRIBED AS BEING 4696.05 FEET NORTHERLY, MEASURED ALONG THE CENTER LINE OF SAID HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3) FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING AT THE SOUTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2035 OF DEEDS AT PAGE 113;

RUNNING THENCE, S-00°-46'-15"-E, ALONG THE CENTER LINE OF SAID HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), A DISTANCE OF 200.0 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE TOWN OF SOMERSET BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1774 OF DEEDS AT PAGE 324;

THENCE, S-89°-13'-45"-W, ALONG THE NORTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 1117.32 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE: N-44°-37'-51"-W, ALONG THE NORTHERLY LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 34.65 FEET TO THE NORTHWEST CORNER THEREOF; BEING ALSO A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST;

THENCE: S-01°-34'-26"-W, ALONG THE WESTERLY LINE OF SAID TOWN OF SOMERSET LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST), A DISTANCE 91.06 FEET TO THE SOUTHEAST CORNER OF SAID TOWN OF SOMERSET LANDS;

THENCE: N-89°-13'-45"-E, ALONG THE SOUTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 1145.05 FEET TO A POINT ON THE CENTER LINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), AT THE SOUTHEAST CORNER OF SAID TOWN OF SOMERSET LANDS;

THENCE: S-00°-46'-15"-E, ALONG THE CENTER LINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), A DISTANCE OF 2139.85 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1936 OF DEEDS AT PAGE 1; SAID POINT BEING FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF LAND CONVEYED TO DANIEL STROYAN BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2370 OF DEEDS AT PAGE 214;

THENCE: N-88°-49'-26"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE NORTH LINE OF SAID STROYAN LANDS), A DISTANCE OF 1231.67 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING ALSO THE NORTHWEST CORNER OF SAID STROYAN LANDS AND BEING ALSO ON THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST;



THENCE S-01°-34'-26"-W, ALONG THE WEST LINE OF SAID STROYAN LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST), A DISTANCE OF 300.0 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2167 OF DEEDS AT PAGE 56; SAID POINT BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF SAID STROYAN LANDS;

THENCE: S-88°-49'-26"-E, ALONG THE NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE SOUTH LINE OF SAID STROYAN LANDS), A DISTANCE OF 1243.95 FEET TO A POINT ON THE CENTER LINE OF HARTLAND ROAD; BEING ALSO THE EAST LINE OF LOT 1, SECTION 3, AT THE NORTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, BEING ALSO THE SOUTHEAST CORNER OF SAID STROYAN LANDS;

THENCE S-00°-46'-15"-E, ALONG THE CENTER LINE OF HARTLAND ROAD, A DISTANCE OF 1990.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SECTION 3, BEING ALSO THE NORTHEAST CORNER OF LOT 2, SECTION 2;

CONTINUING THENCE: S 00°-46'-15"-E. ALONG THE CENTER LINE OF SAID HARTLAND ROAD, BEING ALSO THE EAST LINE OF LOT 2, SECTION 2, A DISTANCE OF 263.81 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF LAKE ROAD;

CONTINUING THENCE S 00°-23'-27"-E, ALONG THE CENTER LINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 2, SECTION 2), A DISTANCE OF 774.0 FEET TO A SOUTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERKS OFFICE IN LIBER 1974 OF DEEDS AT PAGE 220, SAID POINT BEING FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF LANDS CONVEYED TO MICHAEL K. MOTTORN AND CHRISTINE DEMELIA BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2754 OF DEEDS AT PAGE 129;

THENCE: S 88°-58'-42"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, BEING ALSO ALONG THE NORTH LINE OF SAID MOTTORN AND DEMELIA LANDS AND THE NORTH LINE OF LANDS CONVEYED TO THOMAS OLIVER BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1940 OF DEEDS AT PAGE 259, A DISTANCE OF 680.60 FEET TO THE NORTHWEST CORNER OF SAID OLIVER LANDS AND AN ANGLE POINT IN SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: S 00°-21'-07"-E ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING ALSO IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO THOMAS OLIVER LANDS; BEING ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO THOMAS A. OLIVER BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2047 OF DEEDS AT PAGE 113, A DISTANCE OF 931.10 FEET TO A SOUTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO AT THE SOUTHWEST CORNER TO SAID LASTLY REFERRED TO OLIVER LANDS);

THENCE: N 89°-20'-21"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 662.24 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, AT A POINT ON THE DIVISION LINE BETWEEN LOT 2, SECTION 2, ON THE EAST AND LOT 4, SECTION 2, ON THE WEST;

THENCE: N 00°-05'-09"-E ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, AND BEING ALONG THE DIVISION LINE BETWEEN LOT 2, SECTION 2 ON THE EAST AND LOT 4, SECTION 2, ON THE WEST, A DISTANCE OF 1747.97 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1929 OF DEEDS AT PAGE 331,

THENCE: N 88°-56'-09"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 250.0 FEET TO THE SOUTHWEST CORNER THEREOF.



THENCE: N 00°-05'-09"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 250.0 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD, SAID CENTER LINE OF LAKE ROAD BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2;

THENCE: N 88°-56'-09"-W ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2), A DISTANCE OF 390.47 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1890 OF DEEDS AT PAGE 53;

THENCE: S 01°-03'-51"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 250.0 FEET TO THE SOUTHEAST CORNER THEREOF,

THENCE: N 88°-56'-09"-W, ALONG THE SOUTHERLY LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 200.0 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE: N 01°-03'-51"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 250.0 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2), AT THE NORTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: N 88°-56'-09"-W, ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2), A DISTANCE OF 391.46 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1897 OF DEEDS AT PAGE 25;

THENCE: S 01°-03'-51"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS A DISTANCE OF 195.0 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE N 88°-56'-09"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS A DISTANCE OF 152.0 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE: N 01°-03'-51"-E ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 195.0 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD, BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2 AND THE NORTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: N 88°-56'-09"-W ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2), A DISTANCE OF 44.15 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1928 OF DEEDS AT PAGE 37;

THENCE: S 02°-41'-47"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1979.29 FEET TO THE SOUTH EAST CORNER THEREOF;

THENCE: N 87°-36'-22"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS A DISTANCE OF 830.39 FEET TO THE SOUTH WEST CORNER THEREOF;

THENCE N 02°-03'-44"-E ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1781.31 FEET TO AN ANGLE POINT IN SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, SAID ANGLE POINT BEING FURTHER DESCRIBED AS BEING ON THE SOUTH LINE OF LANDS CONVEYED TO OTTO F AND KATHERINE P ISRAEL BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1243 OF DEEDS AT PAGE 447;

THENCE: S 88°-56'-09"-E, ALONG A NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE SOUTH LINE OF SAID ISRAEL LANDS, A DISTANCE OF 33.66 FEET TO AN ANGLE POINT IN SAID NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND THE SOUTHEAST



CORNER OF SAID ISRAEL LANDS;

THENCE N 02°-03'-44"-E ALONG A WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE EAST LINE OF SAID ISRAEL LANDS), A DISTANCE OF 178.20 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2);

THENCE: N 88°-56'-09"-W, ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2), A DISTANCE OF 343.20 FEET TO THE NORTHWEST CORNER OF LOT 6, SECTION 2 (BEING ALSO THE NORTHEAST CORNER OF LOT 8, SECTION 2);

THENCE: N 88°-16'-49"-W, ALONG THE CENTER LINE OF SAID LAKE ROAD, BEING ALSO THE NORTH LINE OF LOT 8, SECTION 2, A DISTANCE OF 298.20 FEET TO THE NORTHEAST CORNER OF PARCEL A OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1955 OF DEEDS AT PAGE 158;

THENCE: S 01°-53'-25"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO PARCEL A OF NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1056.0 FEET TO A SOUTHEAST CORNER THEREOF;

THENCE: N 88°-16'-49"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO PARCEL A OF NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 264.0 FEET TO THE SOUTHWEST CORNER THEREOF: BEING ALSO A POINT ON THE EAST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1925 OF DEEDS AT PAGE 293;

THENCE: S 01°-53'-25"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 2839.18 FEET TO A POINT ON THE CENTER LINE OF HAIGHT ROAD; SAID CENTER LINE OF HAIGHT ROAD; BEING ALSO THE SOUTH LINE OF LOT 8, SECTION 2, AND AT THE SOUTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: N 87°-30'-37"-W, ALONG THE CENTER LINE OF SAID HAIGHT ROAD (BEING ALSO THE SOUTH LINE OF LOT 8, SECTION 2, AND THE SOUTH LINE OF LOT 10, SECTION 2) A DISTANCE OF 1179.77 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: N 00°-29'-25"-E ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 3877.69 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD, SAID CENTER LINE OF LAKE ROAD BEING ALSO THE NORTH LINE OF LOT 10, SECTION 2;

THENCE: N 88°-33'-34"-W ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 10, SECTION 2, AND LOT 12, SECTION 2) A DISTANCE OF 1066.62 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1881 OF DEEDS AT PAGE 56;

THENCE S 00°-29'-05"-W, ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 233.0 FEET TO AN ANGLE THEREIN;

THENCE: S 88°-33'-34"-E ALONG A NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 105.0 FEET TO A NORTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: S 00°-29'-05"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1604.23 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE: N 88°-33'-34"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 409.96 FEET TO A SOUTHWEST CORNER THEREOF;



THENCE: N 01°-04'-56"-E, ALONG A WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 525.0 FEET TO AN ANGLE THEREIN;

THENCE N 88°-33'-34"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 728.0 FEET TO A POINT ON THE CENTER LINE OF HOSMER ROAD, SAID CENTER LINE BEING ALSO THE WEST LINE OF LOT 12, SECTION 2, AND THE EAST LINE OF LOT 2, SECTION 5;

THENCE S 01°-04'-56"-W, ALONG THE CENTER LINE OF SAID HOSMER ROAD (BEING ALSO THE DIVISION LINE BETWEEN LOT 12, SECTION 2 ON THE EAST AND LOT 2, SECTION 5 ON THE WEST), A DISTANCE OF 2529.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SECTION 5 (BEING ALSO THE NORTHEAST CORNER OF LOT 1, SECTION 5);

CONTINUING THENCE, S 01°-12'-47"-W, ALONG THE CENTER LINE OF SAID HOSMER ROAD (BEING A DIVISION LINE BETWEEN LOT 11, SECTION 2 ON THE EAST AND LOT 1, SECTION 5 ON THE WEST), A DISTANCE OF 1676.72 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE TOWN OF SOMERSET BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1385 OF DEEDS AT PAGE 527;

THENCE, N 87°-46'-50"-W, ALONG THE NORTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 330.0 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE, S 01°-12'-47"-W ALONG THE WEST LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 165.0 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE S 87°-46'-50"-E ALONG THE SOUTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 330.0 FEET TO A POINT ON THE CENTER LINE OF HOSMER ROAD; BEING ALSO THE EAST LINE OF LOT 1, SECTION 5 AT THE SOUTHEAST CORNER OF SAID LANDS CONVEYED TO THE TOWN OF SOMERSET;

THENCE: S 01°-12'-47"-W. ALONG THE CENTER LINE OF SAID HOSMER ROAD (BEING ALSO THE DIVISION LINE BETWEEN LOT 11, SECTION 2 ON THE EAST AND LOT 1, SECTION 5 ON THE WEST), A DISTANCE OF 914.0 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 431;

THENCE: N 88°-31'-08"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1024.75 FEET TO AN ANGLE THEREIN;

THENCE: S 01°-12'-47"-W. ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 100.0 FEET TO A SOUTHEAST CORNER THEREOF;

THENCE: N 88°-31'-08"-W. ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 276.90 FEET TO THE SOUTHWEST CORNER THEREOF; BEING A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3 SECTION 5, ON THE WEST;

THENCE: N 00°-51'-11"-E. IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 435 (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST), A DISTANCE OF 2865.75 FEET TO THE NORTHWEST CORNER OF LOT 1, SECTION 5; BEING ALSO THE NORTHEAST CORNER OF LOT 3, SECTION 5, AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 2, SECTION 5; AND ALSO BEING THE SOUTHEAST CORNER OF LOT 4, SECTION 5;

THENCE: N 88°-39'-41"-W, ALONG THE SOUTH LINE OF SAID LOT 4, SECTION 5; BEING IN PART ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEEDS



RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443, AND ALSO ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1946 OF DEEDS AT PAGE 191, A DISTANCE OF 1328.92 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS BEING THE SOUTHWEST CORNER LOT 4, SECTION 5 AND ALSO THE SOUTHEAST CORNER OF LOT 6, SECTION 5;

THENCE: N 01°-01'-21"-E ALONG THE WESTERLY LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 4, SECTION 5, ON THE EAST AND LOT 6, SECTION 5, ON THE WEST), A DISTANCE OF 3810.55 FEET TO A POINT ON THE CENTER LINE OF LAKE ROAD AT THE NORTHWEST CORNER OF SAID LOT 4, SECTION 5 AND THE NORTHEAST CORNER OF LOT 6, SECTION 5; SAID POINT BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 14, SECTION 5 AND THE SOUTHEAST CORNER OF LOT 15 SECTION 5;

THENCE: N 89°-12'-55"-W, ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE SOUTH LINE OF LOT 15, SECTION 5), A DISTANCE OF 743.72 FEET TO AN ANGLE POINT THEREIN;

CONTINUING THENCE N 89°-53'-25"-W, ALONG THE CENTER LINE OF SAID LAKE ROAD (BEING ALSO THE SOUTH LINE OF LOT 15, SECTION 5), A DISTANCE OF 604.47 FEET TO THE SOUTHWEST CORNER OF LOT 15, SECTION 5, BEING ALSO THE SOUTHEAST CORNER OF LOT 8, SECTION 5, AND BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1881 OF DEEDS AT PAGE 310;

THENCE: N 00°-15'-47"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 15, SECTION 5 ON THE EAST AND LOT 8, SECTION 5 ON THE WEST), A DISTANCE OF APPROXIMATELY 3704 FEET TO THE WATER'S EDGE OF LAKE ONTARIO;

THENCE: NORTHEASTERLY ALONG THE WATER'S EDGE OF SAID LAKE ONTARIO, A DISTANCE OF APPROXIMATELY 12,006 FEET TO ITS INTERSECTION WITH THE EAST LINE OF LOT 1, SECTION 3, BEING ALSO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2035 OF DEEDS AT PAGE 113;

THENCE: S 00°-46'-15"-E. ALONG THE EAST LINE OF LOT 1, SECTION 3 (BEING ALSO THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS), A DISTANCE OF APPROXIMATELY 1,490 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDS OF LAKE ROAD (BEING A 66.0 FOOT WIDE RIGHT OF WAY) WITH THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED FILED IN THE NIAGARA COUNTY CLERK'S OFFICE ON FEBRUARY 17, 1984, IN LIBER 1881 OF DEEDS AT PAGE 310; SAID POINT BEING 33.0 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF THE LAST MENTIONED DEED AND THE SOUTHWEST CORNER OF LOT 15, SECTION 5, TOWNSHIP 16, RANGE 6 (SAID POINT OF COMMENCING BEING FORMERLY A CONCRETE MONUMENT WHICH HAS NOW BEEN DISTURBED);

RUNNING THENCE N 71°-42'-08"-E. A DISTANCE OF 2,816.55 FEET TO THE POINT OR PLACE OF BEGINNING;

THENCE N 01°-28'-16"-E, A DISTANCE OF 602.34 FEET TO A POINT;

THENCE S 88°-31'-04"-E, A DISTANCE OF 442.35 FEET TO A POINT;

THENCE S 01 °-27'-43"-W, A DISTANCE OF 602.36 FEET TO A POINT;



THENCE N 88°-30'-51"-W, A DISTANCE OF 442.45 FEET TO THE POINT OR PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND. ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, AND BEING PART OF LOTS 1, 2 AND 4, SECTION 5, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY SURVEY (SO-CALLED), BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 4, SECTION 5 (THE NORTH LINE OF LOT 4 BEING ALSO THE CENTER LINE OF LAKE ROAD), AT THE NORTHWEST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443;

RUNNING THENCE: S 01°-13'-04"-W, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 44.37 FEET TO THE SOUTHWEST CORNER OF PARCEL NO. 28 AS SHOWN ON MAP NO. 22D OF LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2597 OF DEEDS AT PAGE 165, AND THE POINT OR PLACE OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED. THENCE S 80°-50'-54"-E, ALONG THE SOUTH LINE OF SAID PARCEL NO. 28 A DISTANCE OF 63.43 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE S 79°-12'-40"-E, ALONG THE SOUTH LINE OF SAID PARCEL NO. 28, A DISTANCE OF 159.36 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE: S 84°-52'-55"-E ALONG THE SOUTH LINE OF SAID PARCEL NO. 28, A DISTANCE OF 283.63 FEET TO A POINT;

THENCE: S 01°-11'-18"-W, A DISTANCE OF 5657.76 FEET TO A POINT;

THENCE: N 89°-08'-49"-W, A DISTANCE OF 308.52 FEET TO A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST; SAID DIVISION LINE BEING ALSO DESCRIBED AS BEING THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 431;

THENCE: N 00°-51'-11"-E, IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 435; BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST, A DISTANCE OF 1936.76 FEET TO NORTHWEST CORNER OF LOT 1, SECTION 5 BEING ALSO THE NORTHEAST CORNER OF LOT 3, SECTION 5, AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 2, SECTION 5; AND ALSO BEING THE SOUTHEAST CORNER OF LOT 4 SECTION 5;

THENCE N 88°-39'-41"-W, ALONG THE SOUTH LINE OF SAID LOT 4, SECTION 5, AND ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443, A DISTANCE OF 185.0 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

THENCE: N 01°-13'-04"-E ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 3777.16 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTION 1: LANDS CONVEYED TO ROGER C. AND KAREN PAYNE BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1484 OF DEEDS, PAGE 649.

EXCEPTION 2: LANDS ACQUIRED (MAP NO. 22D, PARCEL NOS. 27 AND 28) FOR HIGHWAY PURPOSES AND PERMANENT EASEMENT ACQUIRED (MAP NO. 220, PARCEL NO. 29) FOR DRAINAGE DITCH PURPOSES BY THE



PEOPLE OF THE STATE OF NEW YORK BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 2597 OF DEEDS, PAGE 165](#).

EXCEPTION 3: LANDS ACQUIRED (PARCEL NOS. 21, 22 AND 23) BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 1432 OF DEEDS, PAGE 499](#).

EXCEPTION 4: LANDS ACQUIRED (PARCEL 24) BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1428 OF DEEDS, PAGE 957.

EXCEPTION 5: LANDS ACQUIRED BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 905 OF DEEDS, PAGE 76](#).

EXCEPTION 6: LANDS CONVEYED TO DANIEL C. AND ELIZABETH A. HOGAN BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1540 OF DEEDS, PAGE 648.

EXCEPTION 7: LANDS ACQUIRED TO THE TOWN OF SOMERSET BY DEED DATED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1850 OF DEEDS, PAGE 348.

EXCEPTION 8: ALSO EXCEPTING THEREFROM THOSE PREMISES TAKEN/APPROPRIATED BY THE STATE OF NEW YORK PURSUANT TO MAP FILED 3/26/1999 AS MAP 23 PARCEL NOS. 30, 31, 32 AND PURSUANT TO NOTICE OF APPROPRIATION FILED 3/26/1999 IN [LIBER 2909 OF DEEDS, PAGE 324](#).

TRACT 5

(FOR INFORMATION ONLY: TAX ID NO. 8.00-1-38)

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 4, SECTION 2, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LANDS CONVEYED TO BETTY LOU STRATTON BY DEED RECORDED IN NIAGARA COUNTY CLERK'S OFFICE IN LIBER 3048 OF DEEDS AT PAGE 282, SAID POINT BEING DISTANT 250 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 4, THE NORTH LINE OF SAID LOT 4, BEING THE CENTER LINE OF LAKE ROAD;

RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 4 AND ALONG SAID STRATTON'S EAST LINE A DISTANCE OF 1730 FEET TO A POINT IN THE SOUTHEASTERLY CORNER OF LANDS CONVEYED TO SAID STRATTON;

THENCE WESTERLY ALONG STRATTON'S SOUTH LINE AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 755.5 FEET (DEED) 757.30 FEET (SURVEY) TO A POINT;

THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 4 AND STRATTON'S EAST LINE A DISTANCE OF 1730 FEET (DEED) 1746.42 FEET (SURVEY) TO A POINT IN THE NORTH LINE OF LANDS CONVEYED TO SAID STRATTON SAID POINT ALSO BEING THE SOUTH LINE OF LANDS CONVEYED TO FRANK ALT AND DOROTHY A. ALT, HIS WIFE, BY DEED RECORDED IN NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1461 OF DEEDS AT PAGE 1171;

THENCE EASTERLY ALONG STRATTON'S NORTH LINE A DISTANCE OF 755.5 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE PREMISES LYING IN THE BED OF LAKE ROAD



PARCEL 2:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 4, SECTION 2, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH LINE OF LOT 4 AT THE NORTHEAST CORNER OF LANDS CONVEYED TO FRANK ALT AND DOROTHY A. ALT, HIS WIFE, BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1461 OF DEEDS AT PAGE 1171, THE NORTH LINE OF SAID LOT 4 BEING THE CENTER LINE OF LAKE ROAD;

RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF ABOUT 139.76 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED TO ALBERT C. STRATTON AND BETTY LOU STRATTON, HIS WIFE, BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1559 OF DEEDS AT PAGE 1144;

THENCE SOUTHERLY ALONG SAID STRATTON'S WEST LINE A DISTANCE OF 250 FEET TO A POINT IN THE SOUTHWEST CORNER OF SAID STRATTON'S LANDS; SAID POINT ALSO BEING IN THE NORTH LINE OF LANDS CONVEYED TO BETTY LOU STRATTON BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 3048 OF DEEDS AT PAGE 282;

THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID LOT 4 A DISTANCE OF ABOUT 143.44 FEET TO THE SOUTHEAST CORNER OF SAID ALTS LAND BY AFOREMENTIONED DEED;
THENCE NORTHERLY ALONG SAID ALTS EAST LINE A DISTANCE OF 250 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE PREMISES LYING IN THE BED OF LAKE ROAD.

PARCEL 3:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 4, SECTION 2, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 4, A DISTANCE OF 250.00 FEET MEASURED WESTERLY FROM THE EAST LINE OF SAID LOT;

RUNNING THENCE SOUTHERLY 250.00 FEET AND PARALLEL WITH THE EAST LINE OF SAID LOT;

THENCE 250.00 FEET WESTERLY AND PARALLEL WITH THE NORTH LINE OF SAID LOT;

THENCE 250.00 FEET NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT TO THE NORTH LINE OF SAID LOT;

THENCE 250.00 FEET EASTERLY ALONG THE NORTH LINE OF SAID LOT TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE PREMISES LYING IN THE BED OF LAKE ROAD.

THE FOREGOING TRACTS ALSO BEING DESCRIBED AS FOLLOWS:

[SURVEY DESCRIPTION]

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, BEING PART OF LOTS 1, 2, 4, 13, 14 AND 15, SECTION 5; ALSO BEING PART OF LOTS 1, 2, 3, 4, 5 AND 6, SECTION 3; ALSO BEING PART OF LOTS 2, 4, 6, 8, 10 AND 12, SECTION 2, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY SURVEY (SO-CALLED), BOUNDED AND DESCRIBED AS FOLLOWS:



BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, SECTION 3 (THE EAST LINE OF LOT 1 BEING ALSO THE CENTERLINE OF HARTLAND ROAD); AT ITS INTERSECTION WITH THE CENTERLINE OF LOWER LAKE ROAD; SAID POINT BEING FURTHER DESCRIBED AS BEING 4696.05 FEET NORTHERLY, MEASURED ALONG THE CENTERLINE OF SAID HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3) FROM THE SOUTHEAST CORNER THEREOF; SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING AT THE SOUTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2035 OF DEEDS AT PAGE 113;

RUNNING THENCE: S-00°-46'-15"-E, ALONG THE CENTERLINE OF SAID HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), A DISTANCE OF 200.0 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE TOWN OF SOMERSET BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1774 OF DEEDS AT PAGE 324;

RUNNING THENCE: S-89°-13'-45"-W, ALONG THE NORTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 1117.32 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE: N-44°-37'-51"-W, ALONG THE NORTHERLY LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 34.65 FEET TO THE NORTHWEST CORNER THEREOF; BEING ALSO A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST;

RUNNING THENCE: S-01°-34'-26"-W, ALONG THE WESTERLY LINE OF SAID TOWN OF SOMERSET LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST), A DISTANCE 91.06 FEET TO THE SOUTHEAST CORNER OF SAID TOWN OF SOMERSET LANDS;

RUNNING THENCE: N-89°-13'-45"-E, ALONG THE SOUTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 1145.05 FEET TO A POINT ON THE CENTERLINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), AT THE SOUTHEAST CORNER OF SAID TOWN OF SOMERSET LANDS;

RUNNING THENCE: S-00°-46'-15"-E, ALONG THE CENTERLINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 1, SECTION 3), A DISTANCE OF 2139.85 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1936 OF DEEDS AT PAGE 1; SAID POINT BEING FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF LAND CONVEYED TO DANIEL STROYAN BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2370 OF DEEDS AT PAGE 214;

RUNNING THENCE: N-88°-49'-26"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE NORTH LINE OF SAID STROYAN LANDS), A DISTANCE OF 1231.67 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING ALSO THE NORTHWEST CORNER OF SAID STROYAN LANDS AND BEING ALSO ON THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST;

RUNNING THENCE: S-01°-34'-26"-W, ALONG THE WEST LINE OF SAID STROYAN LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 3, ON THE EAST AND LOT 2, SECTION 3, ON THE WEST), A DISTANCE OF 300.0 FEET TO THE NORTHWEST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2167 OF DEEDS AT PAGE 56; SAID POINT BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF SAID STROYAN LANDS;

RUNNING THENCE: S-88°-49'-26"-E, ALONG THE NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE SOUTH LINE OF SAID STROYAN LANDS), A DISTANCE OF 1243.95 FEET TO A POINT ON THE CENTERLINE OF HARTLAND ROAD; BEING ALSO THE EAST LINE OF LOT 1, SECTION 3, AT THE NORTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION; BEING ALSO THE SOUTHEAST CORNER OF SAID STROYAN LANDS;

RUNNING THENCE: S-00°-46'-15"-E, ALONG THE CENTERLINE OF HARTLAND ROAD, A DISTANCE OF 1990.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SECTION 3; BEING ALSO THE NORTHEAST CORNER OF LOT



2, SECTION 2;

CONTINUING THENCE: S-00°-46'-15"-E, ALONG THE CENTERLINE OF SAID HARTLAND ROAD; BEING ALSO THE EAST LINE OF LOT 2, SECTION 2, A DISTANCE OF 263.81 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF LAKE ROAD;

CONTINUING THENCE: S-00°-23'-27"-E, ALONG THE CENTERLINE OF HARTLAND ROAD (BEING ALSO THE EAST LINE OF LOT 2, SECTION 2), A DISTANCE OF 774.0 FEET TO A SOUTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERKS OFFICE IN LIBER 1974 OF DEEDS AT PAGE 220; SAID POINT BEING FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF LANDS CONVEYED TO MICHAEL K. MOTTOM AND CHRISTINE DEMELIA BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2754 OF DEEDS AT PAGE 129;

RUNNING THENCE: S-88°-58'-42"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING ALSO ALONG THE NORTH LINE OF SAID MOTTORN AND DEMELIA LANDS AND THE NORTH LINE OF LANDS CONVEYED TO THOMAS OLIVER BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1940 OF DEEDS AT PAGE 259, A DISTANCE OF 680.60 FEET TO THE NORTHWEST CORNER OF SAID OLIVER LANDS AND AN ANGLE POINT IN SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: S-00°-21'-07"-E, ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING ALSO IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO THOMAS OLIVER LANDS; BEING ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO THOMAS A. OLIVER BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2047 OF DEEDS AT PAGE 113, A DISTANCE OF 931.10 FEET TO A SOUTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO AT THE SOUTHWEST CORNER TO SAID LASTLY REFERRED TO OLIVER LANDS);

RUNNING THENCE: N-89°-20'-21"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 662.24 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, AT A POINT ON THE DIVISION LINE BETWEEN LOT 2, SECTION 2, ON THE EAST AND LOT 4, SECTION 2, ON THE WEST;

RUNNING THENCE: S-00°-05'-09"-W, ALONG A PROJECTION SOUTHERLY OF THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, AND BEING ALONG THE DIVISION LINE BETWEEN LOT 2, SECTION 2, ON THE EAST AND LOT 4, SECTION 2, ON THE WEST, A DISTANCE OF 16.07 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO AES SOMERSET, LLC BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 3217 OF DEEDS AT PAGE 992;

RUNNING THENCE: N-87°-36'-22"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO AES SOMERSET, LLC LANDS, A DISTANCE OF 757.30 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-00°-05'-09" E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO AES SOMERSET, LLC LANDS, A DISTANCE OF 1746.42 FEET TO A POINT ON THE SOUTH LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1890 OF DEEDS AT PAGE 53, SAID POINT BEING 87.94 FEET EASTERLY MEASURED ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, FROM THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-88°-56'-09"-W, ALONG THE SOUTHERLY LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 87.94 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-01°-03'-51"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 250.0 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2), AT THE NORTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;



RUNNING THENCE: N-88°-56'-09"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 4, SECTION 2), A DISTANCE OF 391.46 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1897 OF DEEDS AT PAGE 25;

RUNNING THENCE: S-01°-03'-51"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 195.0 FEET TO THE SOUTHEAST CORNER THEREOF;

RUNNING THENCE: N-88°-56'-09"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 152.0 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-01°-03'-51"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 195.0 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD; BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2, AND THE NORTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: N-88°-56'-09"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2), A DISTANCE OF 44.15 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1928 OF DEEDS AT PAGE 37;

RUNNING THENCE: S-02°-41'-47"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1979.29 FEET TO THE SOUTHEAST THEREOF;

RUNNING THENCE: N-87°-36'-22"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 830.39 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-02°-03'-44"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1781.31 FEET TO AN ANGLE POINT IN SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; SAID ANGLE POINT BEING FURTHER DESCRIBED AS BEING ON THE SOUTH LINE OF LANDS CONVEYED TO OTTO F. AND KATHERINE P. ISRAEL BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1243 OF DEEDS AT PAGE 447;

RUNNING THENCE: S-88°-56'-09"-E, ALONG A NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE SOUTH LINE OF SAID ISRAEL LANDS), A DISTANCE OF 33.66 FEET TO AN ANGLE POINT IN SAID NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND THE SOUTHEAST CORNER OF SAID ISRAEL LANDS;

RUNNING THENCE: N-02°-03'-44"-E, ALONG A WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE EAST LINE OF SAID ISRAEL LANDS), A DISTANCE OF 178.20 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2);

RUNNING THENCE: N-88°-56'-09"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 6, SECTION 2), A DISTANCE OF 343.20 FEET TO THE NORTHWEST CORNER OF LOT 6, SECTION 2 (BEING ALSO THE NORTHEAST CORNER OF LOT 8, SECTION 2);

RUNNING THENCE: N-88°-16'-49"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD, BEING ALSO THE NORTH LINE OF LOT 8, SECTION 2, A DISTANCE OF 298.20 FEET TO THE NORTHEAST CORNER OF PARCEL A OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1955 OF DEEDS AT PAGE 158;

RUNNING THENCE: S-01°-53'-25"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO PARCEL A OF NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1056.0 FEET TO A SOUTHEAST CORNER



THEREOF;

RUNNING THENCE: N-88°-16'-49"-W, ALONG THE SOUTH LINE OF SAID LASTLY REFERRED TO PARCEL A OF NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 264.0 FEET TO THE SOUTHWEST CORNER THEREOF; BEING ALSO A POINT ON THE EAST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1925 OF DEEDS AT PAGE 293;

RUNNING THENCE: S-01°-53'-25"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 2839.18 FEET TO A POINT ON THE CENTERLINE OF HAIGHT ROAD; SAID CENTERLINE OF HAIGHT ROAD; BEING ALSO THE SOUTH LINE OF LOT 8, SECTION 2, AND AT THE SOUTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: N-87°-30'-37"-W, ALONG THE CENTERLINE OF SAID HAIGHT ROAD (BEING ALSO THE SOUTH LINE OF LOT 8, SECTION 2, AND THE SOUTH LINE OF LOT 10, SECTION 2), A DISTANCE OF 1179.77 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: N-00°-29'-25"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 3877.69 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD; SAID CENTERLINE OF LAKE ROAD BEING ALSO THE NORTH LINE OF LOT 10, SECTION 2;

RUNNING THENCE: N-88°-33'-34"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE NORTH LINE OF LOT 10, SECTION 2, AND LOT 12, SECTION 2), A DISTANCE OF 1066.62 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1881 OF DEEDS AT PAGE 56;

RUNNING THENCE: S-00°-29'-05"-W, ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 233.0 FEET TO AN ANGLE THEREIN;

RUNNING THENCE: S-88°-33'-34"-E, ALONG A NORTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 105.0 FEET TO A NORTHEAST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: S-00°-29'-05"-W, ALONG THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1604.23 FEET TO THE SOUTHEAST CORNER THEREOF;

RUNNING THENCE: N-88°-33'-34"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 409.96 FEET TO A SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-01°-04'-56"-E, ALONG A WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 525.0 FEET TO AN ANGLE THEREIN;

RUNNING THENCE: N-88°-33'-34"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 728.0 FEET TO A POINT ON THE CENTERLINE OF HOSMER ROAD; SAID CENTERLINE BEING ALSO THE WEST LINE OF LOT 12, SECTION 2, AND THE EAST LINE OF LOT 2, SECTION 5;

RUNNING THENCE: S-01°-04'-56"-W, ALONG THE CENTERLINE OF SAID HOSMER ROAD (BEING ALSO THE DIVISION LINE BETWEEN LOT 12, SECTION 2 ON THE EAST AND LOT 2, SECTION 5 ON THE WEST), A DISTANCE OF 2529.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SECTION 5 (BEING ALSO THE NORTHEAST CORNER OF LOT 1, SECTION 5);

CONTINUING THENCE: S-01°-12'-47"-W, ALONG THE CENTERLINE OF SAID HOSMER ROAD (BEING A DIVISION LINE BETWEEN LOT 11, SECTION 2 ON THE EAST AND LOT 1, SECTION 5 ON THE WEST), A DISTANCE OF



1676.72 FEET TO THE NORTHEAST CORNER OF LANDS CONVEYED TO THE TOWN OF SOMERSET BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1385 OF DEEDS AT PAGE 527;

RUNNING THENCE: N-87°-46'-50"-W, ALONG THE NORTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 330.0 FEET TO THE NORTHWEST CORNER THEREOF;

RUNNING THENCE: S-01°-12'-47"-W, ALONG THE WEST LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 165.0 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: S-87°-46'-50"-E, ALONG THE SOUTH LINE OF SAID TOWN OF SOMERSET LANDS, A DISTANCE OF 330.0 FEET TO A POINT ON THE CENTERLINE OF HOSMER ROAD; BEING ALSO THE EAST LINE OF LOT 1, SECTION 5 AT THE SOUTHEAST CORNER OF SAID LANDS CONVEYED TO THE TOWN OF SOMERSET;

RUNNING THENCE: S-01°-12'-47"-W, ALONG THE CENTERLINE OF SAID HOSMER ROAD (BEING ALSO THE DIVISION LINE BETWEEN LOT 11, SECTION 2 ON THE EAST AND LOT 1, SECTION 5 ON THE WEST), A DISTANCE OF 914.0 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 431;

RUNNING THENCE: N-88°-31'-08"-W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 1024.75 FEET TO AN ANGLE THEREIN;

RUNNING THENCE: S-01°-12'-47"-W, ALONG AN EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 100.0 FEET TO A SOUTHEAST CORNER THEREOF;

RUNNING THENCE: N-88°-31'-08"- W, ALONG A SOUTH LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 276.90 FEET TO THE SOUTHWEST CORNER THEREOF; BEING A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3 SECTION 5, ON THE WEST;

RUNNING THENCE: N-00°-51'-11"-E, IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 435 (BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST), A DISTANCE OF 2865.75 FEET TO THE NORTHWEST CORNER OF LOT 1, SECTION 5; BEING ALSO THE NORTHEAST CORNER OF LOT 3, SECTION 5, AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 2, SECTION 5; AND ALSO BEING THE SOUTHEAST CORNER OF LOT 4, SECTION 5;

RUNNING THENCE: N-88°-39'-41"-W, ALONG THE SOUTH LINE OF SAID LOT 4, SECTION 5; BEING IN PART ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443; AND ALSO ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1946 OF DEEDS AT PAGE 191, A DISTANCE OF 1328.92 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS; BEING THE SOUTHWEST CORNER OF LOT 4, SECTION 5 AND ALSO THE SOUTHEAST CORNER OF LOT 6, SECTION 5;

RUNNING THENCE: N-01°-01'-21"-E, ALONG THE WESTERLY LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 4, SECTION 5, ON THE EAST AND LOT 6, SECTION 5, ON THE WEST), A DISTANCE OF 3810.55 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD, AT THE NORTHWEST CORNER OF SAID LOT 4, SECTION 5, AND THE NORTHEAST CORNER OF LOT 6, SECTION 5; SAID POINT BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 14, SECTION 5, AND THE SOUTHEAST CORNER OF LOT 15, SECTION 5;

RUNNING THENCE: N-89°-12'-55"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE SOUTH LINE OF LOT 15, SECTION 5), A DISTANCE OF 743.72 FEET TO AN ANGLE POINT THEREIN;



CONTINUING THENCE: N-89°-53'-25"-W, ALONG THE CENTERLINE OF SAID LAKE ROAD (BEING ALSO THE SOUTH LINE OF LOT 15, SECTION 5), A DISTANCE OF 604.47 FEET TO THE SOUTHWEST CORNER OF LOT 15, SECTION 5; BEING ALSO THE SOUTHEAST CORNER OF LOT 8, SECTION 5, AND BEING FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1881 OF DEEDS AT PAGE 310;

RUNNING THENCE: N-00°-15'-47" E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS (BEING ALSO THE DIVISION LINE BETWEEN LOT 15, SECTION 5 ON THE EAST AND LOT 8, SECTION 5 ON THE WEST), A DISTANCE OF APPROXIMATELY 3707 FEET TO THE WATER'S EDGE OF LAKE ONTARIO;

RUNNING THENCE: NORTHEASTERLY, ALONG THE WATER'S EDGE OF SAID LAKE ONTARIO, A DISTANCE OF APPROXIMATELY 12,006 FEET TO ITS INTERSECTION WITH THE EAST LINE OF LOT 1, SECTION 3; BEING ALSO THE NORTHEAST CORNER OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2035 OF DEEDS AT PAGE 113;

RUNNING THENCE: S-00°-46'-15"-E, ALONG THE EAST LINE OF LOT 1, SECTION 3 (BEING ALSO THE EAST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS), A DISTANCE OF APPROXIMATELY 1,490 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND COMMONLY REFERRED TO AS THE SUBSTATION PARCEL:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDS OF LAKE ROAD (BEING A 66.0 FOOT WIDE RIGHT-OF-WAY) WITH THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED FILED IN THE NIAGARA COUNTY CLERK'S OFFICE ON FEBRUARY 17, 1984, IN LIBER 1881 OF DEEDS AT PAGE 310; SAID POINT BEING 33.0 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF THE LAST MENTIONED DEED AND THE SOUTHWEST CORNER OF LOT 15, SECTION 5, TOWNSHIP 16, RANGE 6 (SAID POINT OF COMMENCING BEING FORMERLY A CONCRETE MONUMENT WHICH HAS NOW BEEN DISTURBED);

THENCE N-71°-42'-08"-E, A DISTANCE OF 2,816.55 FEET TO THE POINT OR PLACE OF BEGINNING;

THENCE N-01°28'-16"-E, A DISTANCE OF 602.34 FEET TO A POINT;

THENCE S-88°-31'-04"-E, A DISTANCE OF 442.35 FEET TO A POINT;

THENCE S-01°-27'-43"-W, A DISTANCE OF 602.36 FEET TO A POINT;

THENCE N-88°-30'-51"-W, A DISTANCE OF 442.45 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 6.117 ACRES, BE THE SAME MORE OR LESS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND;

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, AND BEING PART OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY SURVEY (SO-CALLED), BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 4, SECTION 5 (THE NORTH LINE OF LOT 4 BEING ALSO THE CENTERLINE OF LAKE ROAD), AT THE NORTHWEST CORNER OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443;

RUNNING THENCE: S-01°-13'-04"-W, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 44.37 FEET TO THE SOUTHWEST CORNER OF PARCEL



NO. 28 AS SHOWN ON MAP NO. 22D OF LANDS ACQUIRED BY THE PEOPLE OF THE STATE OF NEW YORK FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 2597 OF DEEDS AT PAGE 165, AND THE POINT OR PLACE OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED;

RUNNING THENCE: S-80°-50'-54"-E, ALONG THE SOUTH LINE OF SAID PARCEL NO. 28, A DISTANCE OF 63.43 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE: S-79°-12'-40"-E, ALONG THE SOUTH LINE OF SAID PARCEL NO. 28, A DISTANCE OF 159.36 FEET TO AN ANGLE THEREIN;

CONTINUING THENCE: S-84°-52'-55"-E, ALONG THE SOUTH LINE OF SAID PARCEL NO. 28, A DISTANCE OF 283.63 FEET TO A POINT;

RUNNING THENCE: S-01°-11'-18"-W, A DISTANCE OF 5,657.76 FEET TO A POINT;

RUNNING THENCE: N-89°-08'-49"-W, A DISTANCE OF 308.52 FEET TO A POINT ON THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST; SAID DIVISION LINE BEING ALSO DESCRIBED AS BEING THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 431;

RUNNING THENCE: N-00°-51'-11"-E, IN PART ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS AND ALSO IN PART ALONG THE WEST LINE OF LANDS CONVEYED TO NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 435; BEING ALSO THE DIVISION LINE BETWEEN LOT 1, SECTION 5, ON THE EAST AND LOT 3, SECTION 5, ON THE WEST, A DISTANCE OF 1,936.76 FEET TO THE NORTHWEST CORNER OF LOT 1, SECTION 5 BEING ALSO THE NORTHEAST CORNER OF LOT 3, SECTION 5, AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 2, SECTION 5; AND ALSO BEING THE SOUTHEAST CORNER OF LOT 4, SECTION 5;

RUNNING THENCE: N-88°-39'-41"-W, ALONG THE SOUTH LINE OF SAID LOT 4, SECTION 5, AND ALONG THE SOUTH LINE OF LANDS CONVEYED TO THE NEW YORK STATE ELECTRIC & GAS CORPORATION BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1264 OF DEEDS AT PAGE 443, A DISTANCE OF 185.0 FEET TO THE SOUTHWEST CORNER OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS;

RUNNING THENCE: N-01°-13'-04"-E, ALONG THE WEST LINE OF SAID LASTLY REFERRED TO NEW YORK STATE ELECTRIC & GAS CORPORATION LANDS, A DISTANCE OF 3777.16 FEET TO THE POINT OR PLACE OF BEGINNING.

SUBJECT TO THE RIGHT OF THE PUBLIC IN AND TO THAT PORTION OF THE ABOVE DESCRIBED PREMISES LYING WITHIN THE BOUNDS OF LAKE, HOSMER AND HARTLAND ROADS.

EXCEPTION 1: LANDS CONVEYED TO ROGER C. AND KAREN PAYNE BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1484 OF DEEDS AT PAGE 649.

EXCEPTION 2: LANDS ACQUIRED (MAP NO. 22D, PARCEL NO. 27, AND MAP NO. 22D, PARCEL NO. 28) FOR HIGHWAY PURPOSES AND PERMANENT EASEMENT ACQUIRED (MAP NO. 22D, PARCEL NO. 29) FOR DRAINAGE DITCH PURPOSES BY THE PEOPLE OF THE STATE OF NEW YORK BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 2597 OF DEEDS AT PAGE 165](#).

EXCEPTION 3: LANDS ACQUIRED {PARCEL 21, PARCEL 22, PARCEL 23} BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 1432 OF DEEDS AT PAGE 499](#).

EXCEPTION 4: LANDS ACQUIRED (PARCEL 24) BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1428 OF



DEEDS AT PAGE 957.

EXCEPTION 5: LANDS ACQUIRED BY THE COUNTY OF NIAGARA AND TOWN OF SOMERSET FOR HIGHWAY PURPOSES BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN [LIBER 905 OF DEEDS AT PAGE 76](#).

EXCEPTION 6: LANDS CONVEYED TO DANIEL C. AND ELIZABETH A. HOGAN BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1540 OF DEEDS, PAGE 648.

EXCEPTION 7: LANDS ACQUIRED TO THE TOWN OF SOMERSET BY DEED RECORDED IN THE NIAGARA COUNTY CLERK'S OFFICE IN LIBER 1850 OF DEEDS AT PAGE 348.

EXCEPTION 8: ALSO EXCEPTING THEREFROM THOSE PREMISES TAKEN/APPROPRIATED BY THE STATE OF NEW YORK PURSUANT TO MAP FILED 3/26/1999 AS MAP NO. 23, PARCEL NOS 30, 31, 32 AND PURSUANT TO NOTICE OF APPROPRIATION FILED 3/26/1999 IN [LIBER 2909 OF DEEDS AT PAGE 324](#).

TRACT 6

(FOR INFORMATION ONLY: TAX ID NO. 7.00-3-28)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF SOMERSET, COUNTY OF NIAGARA, STATE OF NEW YORK, AND BEING PART OF LOTS 4, 14 AND 15, SECTION 5, TOWNSHIP 16, RANGE 6 OF THE HOLLAND LAND COMPANY SURVEY (SO-CALLED) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF LAKE ROAD AT THE SOUTHWEST CORNER OF LOT 15;

RUNNING THENCE: N-00°-15'-47"-E, ALONG THE WEST LINE OF LOT 15, A DISTANCE OF 3704 FEET, MORE OR LESS, TO THE SHORE OF LAKE ONTARIO;

RUNNING THENCE: NORTHEASTERLY, ALONG THE SHORE OF LAKE ONTARIO, A DISTANCE OF 2058.6 FEET, MORE OR LESS, TO A POINT;

RUNNING THENCE: S-00°-32'-26"-W, A DISTANCE OF 4017 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF LAKE ROAD;

RUNNING THENCE: S-89°-12'-55"-E, ALONG THE CENTERLINE OF LAKE ROAD, A DISTANCE OF 325.53 FEET TO A POINT;

RUNNING THENCE: S-01°-13'-04"-W, A DISTANCE OF 202.0 FEET TO A POINT;

RUNNING THENCE: S-89°-12'-55"-E, A DISTANCE OF 166.75 FEET TO A POINT;

RUNNING THENCE: S-01°-13'-04"-W, A DISTANCE OF 3619.68 FEET TO A POINT ON THE SOUTH LINE OF LOT 4;

RUNNING THENCE: N-88°-39'-41"-W, ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 1143.92 FEET TO THE SOUTHWEST CORNER THEREOF;

RUNNING THENCE: N-01°-01'-21"-E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 3810.55 FEET TO A POINT ON THE CENTERLINE OF LAKE ROAD;

RUNNING THENCE: N-89°-12'-55"-W, ALONG THE CENTERLINE OF LAKE ROAD, A DISTANCE OF 743.72 FEET TO AN ANGLE POINT THEREIN;

RUNNING THENCE: N-89°-53'-25"-W, ALONG THE CENTERLINE OF LAKE ROAD, A DISTANCE OF 604.47 FEET TO THE POINT OR PLACE OF BEGINNING.



SUBJECT TO THE RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE ABOVE DESCRIBED LAND WHICH LAYS WITHIN THE BOUNDS OF LAKE ROAD.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.



Title No. 3020-1030106NY1

SCHEDULE "B-I"
(REQUIREMENTS)

THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH FOR A TITLE POLICY TO ISSUE:

1. Searches, including judgments, federal tax liens and bankruptcies in the Western District have been run against Somerset Operating Company, LLC and Terroir Development, LLC, the certified owner(s) herein and the following must be disposed of: NO RETURNS.
2. Re: Somerset Operating Company, LLC
 - (a) Proof is required of its formation and that it has not been dissolved. Proof is also required that there has been no change in the composition of the Limited Liability Company.
 - (b) A copy of its Articles of Organization and any amendments thereto, must be delivered to the Company for review in advance of closing.
 - (c) A copy of its Operating Agreement and any amendments thereto, must be delivered to the Company for review in advance of closing.
 - (d) Proof is required that the transaction to be insured has been duly authorized.
 - (e) If a foreign Limited Liability Company:
 - (i) A Certificate of Good Standing from the state of formation must be submitted.
 - (ii) Proof of its authority to acquire, convey, lease or mortgage the premises described in Schedule A, as applicable, under the laws of the state of formation, must be submitted in advance of closing. (Note: a foreign limited liability company can have no greater powers than a domestic limited liability company under section 805(b) of the New York Limited Liability Company Law)
 - (f) The name(s) of the managing member(s) must be furnished to this Company in advance of the closing so that federal tax lien and bankruptcy searches can be run. If the limited liability company does not have managing members, please contact Company Counsel to identify the names of the members as to whom said searches are to be run.

NOTE: At least two-thirds in interest of the members at a duly called and noticed meeting are required to vote for or consent in writing to a sale, lease or mortgage, pursuant to Sections 402, 403, 405 and 407 of the New York Limited Liability Company Law. Counsel must be advised in advance of the closing if less than two-thirds have voted for or consented in writing to the proposed transaction (or that such a vote or consent is anticipated) to determine if there is or will be due authority to convey.

Conveyances by a Limited Liability Company formed on and after August 31, 1999, and a previously formed Limited Liability Company having amended its Operating Agreement to so provide, may proceed on the vote of a majority in interest of its members.



SCHEDULE B-I Continued
(REQUIREMENTS)

3. Re: Terroir Development, LLC
- (a) Proof is required of its formation and that it has not been dissolved. Proof is also required that there has been no change in the composition of the Limited Liability Company.
 - (b) A copy of its Articles of Organization and any amendments thereto, must be delivered to the Company for review in advance of closing.
 - (c) A copy of its Operating Agreement and any amendments thereto, must be delivered to the Company for review in advance of closing.
 - (d) Proof is required that the transaction to be insured has been duly authorized.
 - (e) If a foreign Limited Liability Company:
 - (i) A Certificate of Good Standing from the state of formation must be submitted.
 - (ii) Proof of its authority to acquire, convey, lease or mortgage the premises described in Schedule A, as applicable, under the laws of the state of formation, must be submitted in advance of closing. (Note: a foreign limited liability company can have no greater powers than a domestic limited liability company under section 805(b) of the New York Limited Liability Company Law)
 - (f) The name(s) of the managing member(s) must be furnished to this Company in advance of the closing so that federal tax lien and bankruptcy searches can be run. If the limited liability company does not have managing members, please contact Company Counsel to identify the names of the members as to whom said searches are to be run.

NOTE: At least two-thirds in interest of the members at a duly called and noticed meeting are required to vote for or consent in writing to a sale, lease or mortgage, pursuant to Sections 402, 403, 405 and 407 of the New York Limited Liability Company Law. Counsel must be advised in advance of the closing if less than two-thirds have voted for or consented in writing to the proposed transaction (or that such a vote or consent is anticipated) to determine if there is or will be due authority to convey.

Conveyances by a Limited Liability Company formed on and after August 31, 1999, and a previously formed Limited Liability Company having amended its Operating Agreement to so provide, may proceed on the vote of a majority in interest of its members.

4. The original of the lease to be insured or a memorandum thereof must be recorded.
5. The original of the lease to be insured must be submitted to this Company prior to closing.
6. A duly acknowledged estoppel certificate is required from the landlord certifying that the lease is in full force and effect and that there is no existing default by the tenant in respect of any of the terms, covenants, conditions and agreements contained in said lease.



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AMENDED 05/18/2022 (amf)**

**SCHEDULE B-I Continued
(REQUIREMENTS)**

7. If any lease excepted herein is to be omitted on closing based on the expiration of its term, or on its cancellation, surrender or subordination, Counsel must be advised in advance of the closing. If the lease is to be cancelled, surrendered or subordinated, bankruptcy and lien searches must be run against the lessee.
8. If the proposed insured is a corporation, a limited liability company, a limited liability partnership or a limited partnership, proof of due formation must be furnished at or prior to closing.
9. To verify at closing the identity of the persons who are executing closing documents, two forms of identification, at least one of which is to contain a photograph, is required to be presented.
10. Note: Payment at closing of any amount exceeding \$5,000.00 must be made by a bank or certified check, by a check issued from an attorney's escrow account, or by wired funds.
11. FOR INFORMATION ONLY:

RE: Real Property Tax Payments

NOTE: The recording of documents has been significantly delayed by many county recording offices in New York State. When real estate tax payments become due prior to the recording of a deed, the local tax assessor may not have sufficient information as to where tax bills are to be sent. Where this is an issue, it may be advisable to contact the office of your local tax assessor with a copy of the closing deed. First American is not responsible for the failure to receive real estate tax bills or for any additional charges that may result from the failure to timely pay such amounts. The prompt payment of real estate taxes is the responsibility of the property owner and its mortgage lender.
12. Note: Contact Counsel for the Company in advance of closing if a document is to be executed pursuant to a power of attorney.
13. Note: County Clerks require that each Form RP-5217, the Real Property Transfer Report, be printed as a 8 1/2" X 14" legal size document. In addition, no handwritten information is accepted and bar coded Form RP-5217-PDF will only be accepted by the County Clerk, in counties in which the RP-5217-PDF is accepted, when the form has been completed online at http://www.tax.ny.gov/pdf/current_forms/orpts/rp5217.pdf . Compliance with these requirements is necessary to record the deed being insured. For a list of counties accepting Form RP-5217-PDF go to <http://www.tax.ny.gov/research/property/assess/rp5217/index.htm>.
14. **ADDED 05/18/2022 (amf) (AFFECTS SECTION 8.00, BLOCK 1, LOT 1.11 (TRACT 1), LOT 1.1/C (TRACT 1C), LOT 1.12 (TRACT 2), LOT 1.2 (TRACT 3), LOT 28 (TRACT 4) AND LOT 38 (TRACT 5) AND OTHER PREMISES** Lis Pendens filed 11/01/2021, Index No. [176239/2021](#) (See Post). Action County of Niagara vs. 2021 Delinquent Taxes of Somerset Operating Co. LLC in the Civil Court, Niagara County. The lis pendens must be cancelled of record, the action discontinued with prejudice and any receiver appointed discharged.

Object of Action: Foreclosure of Tax Liens by Proceeding In Rem pursuant to Article Eleven of the Real Property Tax Law.



**Title No. 3020-1030106NY1
AMENDED 05/18/2022 (amf)**

**SCHEDULE B-I Continued
(REQUIREMENTS)**

15. **ADDED 05/18/2022 (amf) FOR INFORMATION ONLY. AFFECTS SECTION 8.00, BLOCK 1, LOT 1./A (TRACT 1A), LOT 1./B (TRACT 1B) AND LOT 1./C (TRACT 1C)** Petition filed 07/28/2021, Index No. [E175615/2021](#) (See Post). Action Somerset Operating Company LLC vs. Town of Somerset Assessor, Town of Somerset Board of Assessment Review and Town of Somerset NY in the Supreme Court, Niagara County.

Object of Action: Real Property - Tax Certiorari.



**Title No. 3020-1030106NY1
AMENDED 05/18/2022 (amf)**

**SCHEDULE "B-II"
(EXCEPTIONS)**

THE POLICY WILL INCLUDE AS EXCEPTIONS TO TITLE THE FOLLOWING MATTERS UNLESS THEY ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. (a) Any state of facts which a guaranteed survey of current date would disclose.

(b) The exact location, courses, distances and dimensions of the premises described in Schedule A are not insured without a survey thereof acceptable to this Company.
4. **AMENDED 05/18/2022 (amf)** (a) There (is) are two open mortgage(s) of record. (See Mortgage Schedule herein)

(b) Mortgages 'A' and 'B' as consolidated as set forth in the mortgage schedule herein were purportedly satisfied by Satisfaction executed by MUFG Union Bank, N.A., as Collateral Agent,, dated 08/31/2021 and recorded 10/29/2021 in(as) Instrument #: 2021-22969 .

NOTE: The Company will require, in advance of closing, satisfactory proof of full payment to the holder of the mortgage prior to removing this exception or insuring the contemplated transaction.

THE FOLLOWING MATTERS AFFECT ALL TRACTS

5. Easement(s) reserved in a deed recorded on September 5, 1958 in (as) [Liber 1296, Page 106](#). (See Post)
6. Easement(s) reserved in a deed recorded on November 7, 1968 in (as) [Liber 1486, page 302](#). (See Post)
7. Unrecorded License Agreement between New York State Electric & Gas Corporation and George Staples dated 4/1/1991 granting to said Staples permission to use a portion of the subject premises for agriculture purposes
8. Notice of disposal of non-hazardous solid wastes (coal) as recited in Deed recorded May 20, 1999 in [Liber 2926, Page 96](#), and map showing limits of the disposal areas recorded April 27, 1999 in Special Maps Book No. 93. (See Post)
9. Any loss or damage, including costs, attorneys' fees or expenses which arise by reason of any defect, lien or encumbrance resulting from a violation or alleged violation of any law, ordinance or governmental regulation relating to environmental protection, and the enforcement of such law, ordinance or governmental regulation, including any violation regarding which a notice appears of record, and the effect of such violation of these laws, ordinances or governmental regulations.
10. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area, encroachments, or any other facts which a current and accurate survey would disclose.



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SCHEDULE B-II Continued
(EXCEPTIONS)

11. To the extent a tract is bounded or traversed by a river, stream or branch:
 - (a) The rights of upper and lower riparian owners and the rights of others to navigate said river or stream to the extent it is navigable;
 - (b) The right, if any, of neighboring riparian owners and the public or others to use any public waters or the rights of the public to use the beaches or shores for recreational purposes;
 - (c) Any claim of lack of title to Land formerly or presently comprising the shores or bottom of navigable waters or as a result of the change in the boundary due to accretion or avulsion.
 - (d) Water rights, claims or title to water, whether or not shown by the public records.
12. Any land which is sovereignty lands and other land which may lie beneath the ordinary high water mark of navigable rivers or lakes as established as of the date the State of New York was admitted to the Union.
13. No insurance is afforded hereunder as to the number of acres or as to the quantity and type of timber contained within any given tract.
14. To the extent a tract is bounded by a public road, rights of others in and to any portion of the property that lies within said road.
15. Railroad easements or rights of way, if any, traversing the land and the rights of railroad companies to any tracks, siding, ties and rails associated therewith.
16. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Will be removed upon receipt of satisfactory Affidavit.

17. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Will be removed upon receipt of satisfactory Affidavit.

18. Any Leases, timber contracts, hunting leases, mining leases, facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land and by making inquiry of persons in possession of the Land.

NOTE: Will be removed upon receipt of satisfactory Affidavit.



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

19. All ad valorem taxes for the current tax year or tax period and subsequent years or periods, including any additional or supplemental taxes which may result from a reassessment of the property, a lien not now due or payable.
20. No insurance is afforded hereunder as to any potential roll-back or greenbelt-type taxes related to any agricultural, forest or open space exemption which is subject to recapture pursuant to state laws.
21. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil gas, uranium, clay, rock, sand and gravel located in, on or under subject premises or produced from subject premises, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records or are shown in Schedule B.
22. All Tax Map Numbers referred to in the title report and final policy are for informational purposes only and First American Title Insurance Company does not insure, nor limit the exceptions, to the tax map numbers indicated.

THE FOLLOWING MATTERS AFFECT TRACTS 1, 3 AND 6

23. No title is insured to any land lying below the high water line of Lake Ontario, its arms, branches and tributaries by whatever name called, as the same now exists or formerly existed.
24. Policy excepts the right of the United States of America to enter upon and take possession, without compensation, of lands lying below the high water line of Lake Ontario as the same now exists or formerly existed.
25. Riparian rights and easements of others over Lake Ontario and Fish Creek; but the Policy does not insure any rights or easements in favor of the owner of the premises described in Schedule A herein.
26. No title is insured to any land lying in the bed of Fish Creek as the same now exists or formerly existed.

THE FOLLOWING MATTERS AFFECT TRACTS 1, 1A, 1B & 1C

27. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between Lauton Petit, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 12, 1891 was recorded on July 1, 1891 in (as) [Liber 211, Page 297](#).

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.

28. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between Edwin Hixson, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 11, 1891 was recorded on July 21, 1891 in (as) [Liber 211, Page 304](#).

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

29. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between Joel H. Petit, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 17, 1891 was recorded on July 21, 1891 in (as) [Liber 211, Page 392](#).
- A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.
30. Utility Easement(s) reserved in a deed recorded on August 5, 1915 in (as) [Liber 388, page 240](#). (See Post)
31. Water Pipe Line Easement(s) reserved in a deed recorded on September 28, 1916 in (as) [Liber 407, Page 337](#). (See Post)
- As assigned to New York State Electric & Gas Corporation by Deed recorded July 31, 1957 in [Liber 1264, Page 428](#). (See Post)
32. FOR INFORMATION ONLY: Matters as shown on Map recorded October 17, 1955 in Map [Book 37, Page 3615](#) (a/k/a Map Book 55, Page 1379). (See Post)
33. FOR INFORMATION ONLY: Matters as shown on Map recorded December 13, 1955 in Map [Book 37, Page 3631](#) (a/k/a Map Book 55, Page 1389). (See Post)
34. Utility Easement(s) reserved in a deed recorded on October 28, 1955 in (as) [Liber 1198, Page 350](#). (See Post)
35. Covenants and Restrictions recited in a deed recorded 10/26/1955 in [Liber 1198 of Deeds, page 86](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
36. Covenants and Restrictions recited in a deed recorded 10/26/1955 in [Liber 1198 of Deeds, page 90](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
37. Covenants and Restrictions recited in a deed recorded 10/26/1955 in [Liber 1198 of Deeds, page 94](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
38. Covenants and Restrictions recited in a deed recorded 10/26/1955 in [Liber 1198 of Deeds, page 98](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
39. Covenants and Restrictions recited in a deed recorded 10/31/1955 in [Liber 1198 of Deeds, page 530](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
40. Covenants and Restrictions recited in a deed recorded 10/31/1955 in [Liber 1198 of Deeds, page 534](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

41. Covenants and Restrictions recited in a deed recorded 10/31/1955 in [Liber 1198 of Deeds, page 575](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
42. Covenants and Restrictions recited in a deed recorded 11/23/1955 in [Liber 1201 of Deeds, page 497](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
43. Covenants and Restrictions recited in a deed recorded 8/8/1957 in [Liber 1265 of Deeds, page 422](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
44. Covenants and Restrictions recited in a deed recorded 8/8/1957 in [Liber 1265 of Deeds, page 426](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
45. Covenants and Restrictions recited in a deed recorded 8/8/1957 in [Liber 1265 of Deeds, page 434](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
46. Terms, covenants, conditions and agreements contained in an unrecorded lease made by and between New York State Electric & Gas Corporation, Lessor, and Dickinson Farms Inc., Lessee, dated 1/1/1958
47. Covenants and Restrictions recited in a deed recorded 10/21/1965 in [Liber 1443 of Deeds, page 1165](#). Policy insures that any violations thereof will not result in a forfeiture or reversion of title. (See post)
48. Dedication/Road Deed (Hosmer Road/County Road 65A-2) recorded August 17, 1964 in [Liber 1428, Page 957](#). (See Post)
49. Utility Easement(s) reserved in a deed recorded on September 4, 1964 in (as) [Liber 1429, Page 471](#). (See Post)
50. Dedication/Road Deed (Hosmer Road/County Road 65A-2) recorded December 2, 1964 in [Liber 1432, Page 499](#). (See Post)
51. Agreement (Underground Facilities) recorded May 18, 1977 in [Liber 1599, Page 389](#). (See Post)
52. FOR INFORMATION ONLY: OUTSALE (Twenty Foot (20") Right of Way/Private Road) recorded July 25, 1979 in [Liber 1660, Page 68](#). (See Post)
53. Abandonment/Vacation of Town Highways (Hosmer Road) recorded March 25, 1980 in [Liber 1706, Page 96](#). (See Post)
54. Rights of the Town of Somerset to maintain, operate, repair or replace existing utility lines located within the bed of Hosmer Road, now vacated.
55. Rights of utility companies, if any, lying within the bed of Hosmer Road, now vacated.



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

56. Agreement (Underground Facilities) recorded March 23, 1983 in [Liber 1841, Page 319](#). (See Post)
57. Agreement (Underground Facilities) recorded April 13, 1983 in [Liber 1843, Page 296](#). (See Post)
58. Agreement (Underground Facilities) recorded July 27, 1984 in [Liber 1902, Page 39](#). (See Post)
59. Utility Agreement(s) reserved in a deed recorded on July 27, 1984 in (as) [Liber 1902, Page 44](#). (See Post)
60. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
61. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded February 13, 1998 in [Liber 2808, Page 1](#). (See Post)
As Corrected by Deed of Correction and Confirmation recorded May 20, 1999, in [Liber 2926, Page 70](#). (See Post)
62. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded July 20, 1998 in [Liber 2845, Page 209](#). (See Post)
63. New York State Department of Transportation, Appropriation of Property in Deed recorded March 26, 1999 in [Liber 2909, Page 324](#). (See Post)
64. Amended and Restated Reciprocal Easement Agreement recorded May 20, 1999 in [Liber 2928, Page 44](#). (See Post)
As amended by Amendment to Amended and Restated Reciprocal Easement Agreement recorded July 17, 2012 in Instrument No. [2012-14648](#). (See Post)
65. Terms, covenants, conditions and agreements contained in a Memorandum of Lease made by and between AES Eastern Energy, L.P., a Delaware limited partnership, Lessor, and Niagra County Industrial Development Agency, a public benefit corporation, Lessee, a memorandum of which dated January 1, 2007 was recorded on January 16, 2007 in (as) Liber 3386, Page 754.

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.

Terms, covenants, conditions and agreements contained in a Memorandum of Leaseback made by and between Niagra County Industrial Development Agency, a public benefit corporation, Lessor, and AES Eastern Energy, L.P., a Delaware limited partnership, Lessee, a memorandum of which dated January 1, 2007 was recorded on January 16, 2007 in (as) Liber 3386, Page 761.

A copy of the aforementioned Leaseback and any amendments thereto must be submitted to this Company for consideration prior to closing.



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

Exception No. 65 Continued:

- (a) Memorandum of Amended and Restated Lease made by and between AES Eastern Energy, L.P., a Delaware limited partnership and Niagra County Industrial Development Agency, a public benefit corporation dated June 1, 2012 and recorded on July 17, 2012 in (as) Instrument No. 2012-14644.
- (b) Memorandum of Amended and Restated Leaseback made by and between Niagra County Industrial Development Agency, a public benefit corporation and AES Eastern Energy, L.P., a Delaware limited partnership dated June 1, 2012 and recorded on July 17, 2012 in (as) Instrument No. 2012-14645.
- (c) First Amendment to Amended and Restated Lease Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated February 1, 2015 and recorded on February 26, 2015 in (as) Instrument No. 2015-03038.
- (d) First Amendment to Amended and Restated Leaseback Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated February 1, 2015 and recorded on February 26, 2015 in (as) Instrument No. 2015-03039.
- (e) Second Amendment to Lease Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated September 1, 2015 and recorded on September 16, 2015 in (as) Instrument No. 2015-15909.
- (f) Second Amendment to Leaseback Agreement made by and between Niagra County Industrial Development Agency, a public benefit corporation and Somerset Operating Company, LLC, a Delaware limited liability company dated September 1, 2015 and recorded on September 16, 2015 in (as) Instrument No. 2015-15910.
- (g) 2016 Amendment to Amended and Restated Lease Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated February 1, 2016 and recorded on February 11, 2016 in (as) Instrument No. 2016-02460.
- (h) 2016 Amendment to Amended and Restated Leaseback Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated February 1, 2016 and recorded on February 11, 2016 in (as) Instrument No. 2016-02461.



**Title No. 3020-1030106NY1
AMENDED 05/18/2022 (amf)**

SCHEDULE B-II Continued
(EXCEPTIONS)

Exception No. 65 Continued:

- (i) 2018 Amendment to Amended and Restated Lease Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated October 1, 2018 and recorded on November 29, 2018 in (as) Instrument No. 2018-20987.
- (j) 2018 Amendment to Amended and Restated Leaseback Agreement made by and between Somerset Operating Company, LLC, a Delaware limited liability company and Niagra County Industrial Development Agency, a public benefit corporation dated October 1, 2018 and recorded on November 29, 2018 in (as) Instrument No. 2018-20988.

- 66. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)
- 67. **OMITTED 05/18/2022 (amf)** The tax search indicates that the premises described in Schedule A is benefited by a tax exemption that may terminate upon transfer of said land. The land then may become taxed, pro-rata, for the unexpired term of the tax year from the termination of the exemption. Policy will except loss or damage arising from the retroactive reimposition of taxes from the termination of the exemption. (Affects TRACTS 1A, 1B and 1C)
- 68. **OMITTED 05/18/2022 (amf)** FOR INFORMATION ONLY: The tax search indicates that current, actual water meter readings have not been entered, and/or there may have been minimum, average or estimated water meter readings. Policy does not insure against water charges and sewer rents, entered and billed subsequent to closing for periods prior to closing and interest thereon.

NOTE: A request for a final reading should be made in advance of closing from the appropriate authority.
- 69. **OMITTED 05/18/2022 (amf)** FOR INFORMATION ONLY: The tax search reveals that the water is supplied by the municipality. In the event that water charges are not paid, they will be relieved as part of a general tax. Policy does not insure against water charges relieved to general taxes subsequent to closing for periods prior to closing.
- 70. OMITTED 02/12/2021 (amf) (repeat of B-II, No. 15) Railroad easements or rights of way, if any, traversing the land and the rights of railroad companies to any tracks, siding, ties and rails associated therewith.
- 71. Rights public and private of the railroad bounding/crossing premises in question.
- 72. Access rights of Ingress and Egress is hereby not insured for the railroad running along, crossing and bounding said premises.



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

73. The premises described in Schedule "A" herein has no legal or physical access to a public road, street or highway and it is an interior parcel of land. (As to Lots 8.00-1-1./A, 8.00-1-1./B and 8.00-1-1./C)

THE FOLLOWING MATTERS AFFECT TRACT 2

74. Dedication/Road Deed (Hosmer Road/County Road 65A-2) recorded August 17, 1964 in [Liber 1428, Page 957](#). (See Post)
75. Dedication/Road Deed (Hosmer Road/County Road 65A-2) recorded December 2, 1964 in [Liber 1432, Page 499](#). (See Post)
76. Utility Easement(s) reserved in a deed recorded on September 23, 1982 in (as) [Liber 1822, Page 101](#). (See Post)
77. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
78. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded February 13, 1998 in [Liber 2808, Page 1](#). (See Post)

As Corrected by Deed of Correction and Confirmation recorded May 20, 1999, in [Liber 2926, Page 70](#). (See Post)

79. Amended and Restated Reciprocal Easement Agreement recorded May 20, 1999 in [Liber 2928, Page 44](#). (See Post)
- As amended by Amendment to Amended and Restated Reciprocal Easement Agreement recorded July 17, 2012 in Instrument No. [2012-14648](#). (See Post)
80. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)

THE FOLLOWING MATTERS AFFECT TRACT 3

81. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between W. M. McAdams, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 17, 1891 was recorded on July 21, 1891 in (as) [Liber 211, Page 356](#).

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.

82. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between M. E. Mead and Mary Mead, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 16, 1891 was recorded on July 21, 1891 in (as) Liber 211, Page 359.

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.



Title No. **3020-1030106NY1**

SCHEDULE B-II Continued
(EXCEPTIONS)

83. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between S. C. Bateman and V. D. Bateman, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 16, 1891 was recorded on July 21, 1891 in (as) [Liber 211, Page 376](#).
- A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.
84. Easement(s) reserved in a deed recorded on January 9, 1957 in (as) [Liber 1246, page 230](#). (See Post)
85. Dedication/Road Deed (Hartland Road/County Road 108, Pt. 4) recorded March 10, 1948 in [Liber 905, Page 76](#). (See Post)
86. FOR INFORMATION ONLY: Matters as shown on Map recorded March 22, 1957 in Map [Book 38, Page 3753](#) (a/k/a Map Book 58, Page 1456). (See Post)
87. FOR INFORMATION ONLY: Survey of Part of Lots 2, 3 & 4,, Sec - 3, TWP - 16, R - 6 as located in Deed recorded July 21, 1976 in [Liber 1582, Page 1192](#). (See Post)
88. 20' Ingress and Egress Easement in Deed recorded May 10, 1977 in [Liber 1599, page 39](#). (See Post)
89. Abandonment/Vacation of Town Highways (Potter Road and Belmere Drive) recorded March 25, 1980 in [Liber 1706, Page 96](#). (See Post)
90. Rights of the Town of Somerset to maintain, operate, repair or replace existing utility lines located within the bed of Hosmer Road, now vacated.
91. Rights of utility companies, if any, lying within the bed of Hosmer Road, now vacated.
92. Utility Easements reserved in deeds recorded on October 15, 1980 in (as) [Liber 1738, Page 141](#), [Liber 1738, Page 142](#), [Liber 1738, Page 144](#), [Liber 1738, Page 145](#), [Liber 1738, Page 147](#), [Liber 1738, Page 148](#), [Liber 1738, Page 149](#), [Liber 1738, Page 154](#) and [Liber 1738, Page 159](#). (See Post)
93. Easement(s) reserved in a deed recorded on September 23, 1982 in (as) [Liber 1822, Page 101](#). (See Post)
94. Sanitary Sewer Easement(s) reserved in a deed recorded on June 20, 1983 in (as) [Liber 1851, Page 17](#). (See Post)
95. Easement(s) reserved in a deed recorded on August 27, 1984 in (as) [Liber 1906, Page 104](#). (See Post)
96. Unrecorded License Agreement between New York State Electric & Gas Corporation and Dwight D. Horning and Irene Horning dated 4/1/1991 granting to said Hornings permission to use a portion of the subject premises for agriculture purposes



Title No. 3020-1030106NY1

SCHEDULE B-II Continued
(EXCEPTIONS)

97. Unrecorded License Agreement between New York State Electric & Gas Corporation and Duane Langendorfer dated 4/1/1991 granting to said Langendorfer permission to use a portion of the subject premises for agriculture purposes
98. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
99. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded February 13, 1998 in [Liber 2808, Page 1](#). (See Post)
100. New York State Department of Transportation, Appropriation of Property in Deed recorded March 26, 1999 in [Liber 2909, Page 324](#). (See Post)
101. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)

THE FOLLOWING MATTERS AFFECT TRACT 4

102. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
103. New York State Department of Transportation, Appropriation of Property in Deed recorded March 26, 1999 in [Liber 2909, Page 324](#). (See Post)
104. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)

THE FOLLOWING MATTERS AFFECT TRACT 5

105. Utility Easements reserved in deeds recorded on October 15, 1980 in (as) [Liber 1738, Page 146](#) and [Liber 1738, Page 155](#). (See Post)
106. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
107. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)

THE FOLLOWING MATTERS AFFECT TRACT 6

108. Terms, covenants, conditions and agreements contained in a Memorandum of Agreement and Lease made by and between Lauton Pettit, Lessor, and Edgar A. Taylor, Trustee for The Niagra Oil and Gas Company, Lessee, a memorandum of which dated June 18, 1891 was recorded on July 21, 1891 in (as) [Liber 211, Page 297](#).

A copy of the aforementioned Lease and any amendments thereto must be submitted to this Company for consideration prior to closing.



**Title No. 3020-1030106NY1
AMENDED 05/18/2022 (amf)**

SCHEDULE B-II Continued
(EXCEPTIONS)

109. Easement(s) reserved in a deed recorded on March 23, 1983 in (as) [Liber 1841, Page 319](#). (See Post)
110. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded August 8, 1995 in [Liber 2597, Page 165](#). (See Post)
111. Terms, covenants, conditions and agreements contained in an unrecorded lease made by and between New York State Electric & Gas Corporation, Lessor, and The Town of Somerset Historical Society, Lessee, dated 6/3/1997
112. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded February 13, 1998 in [Liber 2808, Page 1](#). (See Post)
- As Corrected by Deed of Correction and Confirmation recorded May 20, 1999, in [Liber 2926, Page 70](#). (See Post)
113. Covenants, Restrictions, Reservations and Easements as reserved in Deed recorded July 20, 1998 in [Liber 2845, Page 209](#). (See Post)
114. Amended and Restated Reciprocal Easement Agreement recorded May 20, 1999 in [Liber 2928, Page 44](#). (See Post)
- As amended by Amendment to Amended and Restated Reciprocal Easement Agreement recorded July 17, 2012 in Instrument No. [2012 14648](#). (See Post)
115. Right of First Refusal Agreement recorded July 17, 2012 in Instrument No. [2012-14650](#). (See Post)
116. Variations between the location and/or the dimensions of the subject premises as shown on the Tax Map and as described in Schedule A herein. Specifically, deeded acreage in Instrument No. [2018-22935](#) is 279.00 acres while Tax Assessment lists acreage as 277.40 acres.

THE FOLLOWING MATTER AFFECTS TRACT 1

117. **AMENDED 05/18/2022 (amf)** Utility Easement made by Somerset Operating Company, LLC, to Verizon New York Inc. dated as of 12/20/2021 and recorded 02/01/2022 in Instrument #: [2022-01868](#). (See Post)

THE FOLLOWING MATTERS AFFECT TRACT 1C AND TRACT 6

118. **AMENDED 05/18/2022 (amf) (AFFECTS SECTION 7, BLOCK 3, LOT 28 (TRACT 6) AND SECTION 8, BLOCK 1, LOT 1.1./C (TRACT 1C)** FOR INFORMATION ONLY: The tax search indicates that current, actual water meter readings have not been entered, and/or there may have been minimum, average or estimated water meter readings. Policy does not insure against water charges and sewer rents, entered and billed subsequent to closing for periods prior to closing and interest thereon.

NOTE: A request for a final reading should be made in advance of closing from the appropriate authority.

119. **AMENDED 05/18/2022 (amf) (AFFECTS SECTION 7, BLOCK 3, LOT 28 (TRACT 6) AND SECTION 8, BLOCK 1, LOT 1.1./C (TRACT 1C)** FOR INFORMATION ONLY: The tax search reveals that the water is supplied by the municipality. In the event that water charges are not paid, they will be relieved as part of a general tax. Policy does not insure against water charges relieved to general taxes subsequent to closing for periods prior to closing.



Title No. 3020-1030106NY1

SURVEY READING



**Title No. 3020-1030106NY1
AMENDED 05/18/2022 (amf)**

MORTGAGE SCHEDULE

MORTGAGE 'A' (MORTGAGES 'A' AND 'B' AS CONSOLIDATED ENCUMBER FEE OF TRACTS 1-5, UNDERLYING LEASE AND AGENCY LEASE)

MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF LEASE AND RENTS, AND FIXTURE FILING made by SOMERSET OPERATING COMPANY, LLC and NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY to MUFG UNION BANK, N.A., AS COLLATERAL AGENT in the amount of \$25,000,000.00 dated September 1, 2016 , recorded September 14, 2016 in (as) Instrument No. 2016-16517. (Mortgage Tax Paid: EXEMPT)

FOR CONSOLIDATION SEE MORTGAGE 'B'

MORTGAGE 'B'

GAP MORTGAGE SECURITY AGREEMENT, ASSIGNMENT OF LEASE AND RENTS, AND FIXTURE FILING made by SOMERSET OPERATING COMPANY, LLC and NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY to MUFG UNION BANK, N.A., AS COLLATERAL AGENT in the amount of \$8,500,000.00 dated as of September 25, 2018 , recorded November 28, 2018 in (as) Instrument No. 2018-20913. (Mortgage Tax Paid: \$21,250.00)

CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT made by and between SOMERSET OPERATING COMPANY, LLC and NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and MUFG UNION BANK, N.A., AS COLLATERAL AGENT dated September 25, 2018 , recorded November 28, 2018 in (as) Instrument No. 2018-20914. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of \$33,500,000.00.

INDENTURE made by MUFG UNION BANK, N.A. dated September 27, 2018, recorded December 31, 2018, in (as) Instrument No. 2018-22934. Releases 7.00-3-28 (TRACT 6) from the lien of Mortgage(s) 'A' and 'B' as consolidated.

Mortgages 'A' and 'B', as consolidated, may be assigned and/or satisfied by:

MUFG UNION BANK, N.A., AS COLLATERAL AGENT

(However, please see Schedule B-II, No. 4 (b))

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



**CONSUMER NOTICES AND DISCLOSURES AS REQUIRED
PURSUANT TO NEW YORK INSURANCE LAW:**

Date: May 27, 2022
Order/File No. 3020-1030106NY1
The Property: Lake Road, Somerset, NY
To: (Borrower(s)) TBD

These disclosures and Notices are for the purposes of compliance with New York Insurance law and do not alter or change the coverages, exceptions, exclusions, or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000.00) and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.



**NOTICE CONCERNING AVAILABILITY OF AN
"OWNER'S" POLICY OF TITLE INSURANCE**

Please indicate that this transaction is either: a refinance_____ or, a purchase_____.

Our records indicate that you currently are seeking only a "Lender's" title insurance policy, not an "Owner's" title insurance policy.

You have the option of purchasing an Owner's insurance policy. Please read the following disclosures concerning "Lender's" and "Owner's" title insurance policies, and initial in the space provided to confirm that you have read and understand the disclosures.

_____ I/We acknowledge that the Lender's title insurance policy issued in connection with this financing provides insurance to the lender only and does not insure my/our interest in the property as the owner(s) of the property.

_____ I/We acknowledge that I/we understand that the Lender's policy insures that the lender has a valid and enforceable encumbrance on the property that I/we own or that I/we am/are purchasing. An Owner's Policy, if purchased by me/us, would insure me/us and provide me/us with an opportunity for a legal defense against claims made against the title to the property. The Owners' policy would also protect my/our equity in the property and assure the marketability of the property when I/we sell it. Without an Owners' policy I/we do not get those protections.

_____ I/We acknowledge that I/We have been given the opportunity to purchase an Owner's policy and that the website for First American Title Insurance Company title policy premium and endorsement rates is <http://facc.firstam.com/> and the Phone Number is (800) 724-0040.

I/We may obtain an Owner's Policy of Title Insurance which provides title insurance to me/us and the total premium for both policies will be \$_____.

This is an additional \$_____ above the cost of the Lender's Policy.

_____ I/We do request Owner's Policy of title insurance.

_____ I/We do not request Owner's Policy of title insurance.

TO BE SIGNED BY BUYER(S)/BORROWER(S)

Buyer/Borrower

Buyer/Borrower



FIRST AMERICAN TITLE INSURANCE

Municipality Contact Information

PARKING VIOLATIONS: A Satisfaction of Judgment must be obtained from the Parking Violations Bureau located at any of the below addresses. Said Satisfaction should then be filed with the New York County Clerk's Office located at 60 Centre Street, New York, NY and upon paying an **\$8.00** fee they will issue a Certificate of Disposition.

P.V.A. HELP CENTER DAY & HOURS: (212) 477-4430

MANHATTAN HELP CENTER: 66 John Street, 2nd Floor, New York, NY 10038

BRONX HELP CENTER: 1400 Williamsbridge Road

BROOKLYN HELP CENTER: 216 Joralemon Street

QUEENS HELP CENTER: 89-61 162nd Street

STATEN ISLAND HELP CENTER: 300 St. Marks Place

THE HELP CENTERS ARE OPEN MONDAY THROUGH FRIDAY - 8:30am to 7:00pm

NEW YORK STATE TAX COMMISSION LIENS - For information regarding disposition and payments, please write: Tax Compliance Division, P.O. Box 5149, Albany, New York 12205 or call (800) 835-3554 or (800) 452-0455.

FEDERAL TAX LIENS - For information regarding disposition and payments, please write: The Internal Revenue Services, 120 Church Street, New York, New York 10013 or at 210 East Post Road, White Plains, New York or call (800) 829-1040.

CITY OF NEW YORK LIENS - For information regarding disposition and payments, please write: The Department of Finance, Bureau of Tax Collection, 59 Maiden Lane, 24th Floor, New York, NY 10038 or call (212) 440-5400 or (212) 440-5479.

HIGHWAY DEPARTMENT (sidewalk violations) - For information regarding disposition and payments, Please write: NYC Dept. Of Transportation, 55 Water Street, New York, NY 10041 or call (212) 839-4302.

ENVIRONMENTAL CONTROL LIENS - For information regarding disposition and payments, please write: The Environmental Control Board, 66 John Street, 10th Floor, New York, NY 10038 or call (212) 560-6270.

TRANSIT ADJUDICATION LIENS - For information regarding disposition and payments, please write: 29 Gallatin Place, 3rd Floor (Bet. Fulton & Livingston St's.) Brooklyn, NY 11201 or call (347) 643-5805.

NEW YORK STATE INDUSTRIAL COMMISSIONER - For information regarding disposition and payments, please write: N.Y.S. Department of Labor, Building 12, State Campus, Room 509, Albany, NY 12340 or call (518) 457-5789 or (518) 457-0390.

INTEREST CLERK - For interest on all outstanding taxes in the City of New York or questions regarding In-Rem, please write: The City of New York, Department of Finance Adams Street, 345 Adams Street, 5th Floor, Brooklyn, NY 11201 or call (718) 935-6153.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.