

MONROE TITLE INSURANCE CORPORATION

333 East Onondaga Street, Syracuse, NY 13202
COMMITMENT FOR TITLE INSURANCE

Applicant:
Attention:
Title No.: **AGT 201-26734**
Property: **2079-2261 Fox Island & vacant parcel on Humphrey Road, Cape Viincent, NY 13618**

UPON EXAMINATION OF TITLE to the premises described in Schedule 'A' we find the same as of **August 01, 2007**, vested in fee simple in **John E. Folds, Jerome J. Lalonde and James A. O'Hare** by means of a **Warranty Deed with Assumption of Mortgage from John E. Folds and Jerome J. Lalonde to John E. Folds, Jerome J. Lalonde and James A. O'Hare** recorded in the **Jefferson County Clerk's Office May 7, 2004, as Instrument #2004-6347**

UPON receipt of its scheduled premium, this Corporation covenants to issue its Owner's Policy in the amount of **\$1.00** subject to the conditions of Schedule 'B' herein. This Commitment shall constitute a binder to issue said Policy to **N/A**.

THIS Commitment is preliminary to the issuance of such policy or policies of title insurance and shall become null and void and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

MONROE TITLE INSURANCE CORPORATION

_____	08/03/2007	_____	_____
Authorized Signatory	Date	Authorized Signatory	Redated

Exceptions appearing herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this report. Title insurance companies may not act as legal advisors.

Address Inquiries to:

William F. Ramseier, Esq.

07.S019M
August 03, 2007

MONROETITLE
INSURANCE CORPORATION
a **stewart®** company

AVAILABLE ENDORSEMENTS

25A5	TIRSA Leasehold Endorsement (Loan Policy)
25A6	TIRSA Leasehold Endorsement (Owner's Policy)
25A7	TIRSA Cooperative Endorsement (Loan Policy)
25A8	TIRSA Cooperative Endorsement (Owner's Policy)
25A9	Junior Loan Policy Endorsement 2
25C1	TIRSA Endorsement 9 (Restrictions, Encroachments, Minerals)(Loan Policy)
25C3	TIRSA New York Fairway Endorsement (Owner's Policy)
25C4	TIRSA Non-Imputation Endorsement (Owner's Policy)
25C51	TIRSA RCE-1 (Residential Revolving Credit)(Loan Policy)
25C52	TIRSA RCE-2 (Commercial Revolving Credit)(Loan Policy < 3 million)
25C53	TIRSA RCE-3 (Commercial Revolving Credit)(Loan Policy < 3 million, < 3 year, Non-Construction)
25C54	TIRSA RCE-4 (Commercial Revolving Credit)(Loan Policy over 3 million)
25C6	TIRSA Market Value Policy Rider Endorsement (Owner's Policy)
25C7	TIRSA Joint and Several Liability Endorsement
25C8	TIRSA Swap Agreement Endorsement (Loan Policy)
25C9	TIRSA Additional Interest Endorsement (Loan Policy)
25C10	TIRSA First Loss Endorsement (Loan Policy)
25C12	TIRSA Contract Vendee Endorsement (Residential)
25C13	TIRSA Contract Vendee Endorsement (Commercial)
25C14	Option Endorsement (10/22/99)
25C15	TIRSA Partial Release of Mortgaged Premises Endorsement (12/27/00)
25C16	TOEPP Market Value Rider
25D1	ALTA Endorsement 6 (Variable Rate Mortgage)(Loan Policy)
25D2	ALTA Endorsement 7 (Manufactured Housing Unit)
25D3	TIRSA Fannie Mae Balloon Mortgage Endorsement (Loan Policy)
25D4	TIRSA Endorsement 4 (Condominium)
25D6	TIRSA Planned Unit Development Endorsement (5.1) (9/1/93)
25D7	TIRSA Land Same as Survey Endorsement
25D8	TIRSA New York City 'Development Rights' Endorsement
25D9	TIRSA Variable Rate Mortgage Endorsement (Fixed Rate Conversion)(Loan Policy)
25D10	TIRSA Endorsement 6.2 (Variable Rate Mortgage Endorsement Negative Amortization)(Loan Policy)
25D11	TIRSA 8.1 EPL Endorsement (Environmental Protection Lien)(Loan Policy)
25D13	TIRSA Waiver of Arbitration Endorsement (Owners and Loan Policy)
25D14	TIRSA Residential Mortgage Endorsement (1-4 family)(Loan Policy)
25D15	TIRSA 8.1 EPL Endorsement (NYC Only)(Loan Policy)
25D16	TIRSA 8.1 EPL Endorsement (Gov. Agency)(Loan Policy)
25D17	TIRSA Reverse Mortgage Endorsement (Loan Policy)
25D18	TIRSA Successor in Ownership of Indebtedness Endorsement (Loan Policy)
25D19	TIRSA Cluster Endorsement (Loan Policy)
25D22	TIRSA IDA or Similar Public Benefit Corporation Transfer to Beneficial Owner Endorsement
25D23	TIRSA Access (Loan Policy)
25D24	TIRSA Contiguity Endorsement (Loan and Owner's Policies)
25D25	TIRSA Mortgage Tax Endorsement (Loan Policy)
25D26	TIRSA Tax Parcel Endorsement (Single Tax Lot)
25D27	TIRSA Tax Parcel Endorsement (More Than One Tax Lot)
29BCON	Contract Vendee Insurance - Owner's Policy Continuation
31B	Junior Loan Policy Endorsement 1
35A	Mezzanine Financing Endorsement (Owner's Policy Only)

SCHEDULE A

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cape Vincent, County of Jefferson and State of New York, known as Fox Island and conveyed to the said Elon R. Brown by William J. Grant by deed acknowledged March 11, 1908, and recorded in Jefferson County Clerk's Office on the 21st day of March, 1908 in Book 325 of deeds at page 536. And also by deed dated August 1, 1902, and recorded in Jefferson County Clerk's Office in Book 305 of deeds at page 3, September 3, 1902, to which deeds and the records thereof reference is here had with like force and effect as if set forth herein fully and at large; the land described being stated in the said conveyances to be 250 acres of land, more or less.

PARCEL II

TOGETHER with the land under water, and between high and low water mark, described as follows, to wit:

ALL THAT TRACT OR PARCEL OF LAND under waters of Lake Ontario in front of and adjacent to uplands of the Fox Island Realty Company, at Fox Island, in the Town of Cape Vincent, in the County of Jefferson, State of New York, and bounded and described as follows:

BEGINNING at a drill hole in the middle of the top of a granite boulder of a reddish color, with green veins, and standing about two feet above the level of the ground on the easterly shore of Fox Island in the town of Cape Vincent, Jefferson County, State of New York, said point in said boulder being North 86° 30' East, 1156 feet from the most easterly corner of the dwelling house owned by the Fox Island Realty Company and situated on the westerly shore of the said island; thence South 3° 40' East, 2100 feet to a point which lacks about 96 feet of reaching the shore of a small narrow point of land;

thence South 64° 6' East, 500 feet to a point in the water;

thence South 28° 30' West, 854 feet to a poplar tree, 22 inches in diameter, marked with a blaze on the north easterly side and standing about 60 feet from the waters edge;

thence from the point where the last described line strikes the shore, following the shore line northerly, southwesterly, northeasterly, northwesterly and northeasterly again to a point 100 feet from the place of beginning on the first above described line, being the point where the said line strikes the water and including within the above described limits 27-37/100 acres of land under the waters of Lake Ontario, exclusive of a small island near the end of the above second described line.

PARCEL III

ALSO, together with the land under water, described as follows, to wit:

ALL THAT TRACT OR PARCEL OF LAND under waters of Lake Ontario, exterior and adjacent to grant to the Fox Island Realty Company dated May 7, 1914, and recorded in the office of the Secretary of State in Book of Patents number 56, at page 84, at Fox Island in the Town of Cape Vincent, Jefferson County, State of New York, and described as follows:

BEGINNING at a point 334-1/2 feet North 40° 45' East from a poplar tree 22-1/2 inches in diameter, marked with a blaze on the northeasterly side and standing about 60 feet from the water's edge;

thence North 40° 45' East, 270 feet;

thence North 15° 45' East, 406.2 feet;

thence North 10° 10' East, 351.4 feet;

thence South 63° 3' West, 555 feet, more or less, to a point at the intersection of the present line of reeds with a line in the former grant;

thence South 64° 6' East, 450 feet;

thence South 28° 30' West, 558 feet to point or place of beginning, containing 2.7 acres, be the same more or less.

BEING the same premises conveyed by deed dated January 23, 1980 from Fox Island Realty Company, Inc., to S. C. Robinson and Richard Mattox and recorded in the Jefferson County Clerk's Office in Liber 905 of Deeds at Page 558 on January 23, 1980; and also the same premises conveyed by quit claim deed dated March 5, 1985 from Richard Mattox to S. C. Robinson and recorded in the Jefferson County Clerk's Office in Liber 1060 of Deeds at Page 66 on February 13, 1987.

ALSO ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements therein erected, situate, lying and being in the Town of Cape Vincent, Jefferson County, State of New York, bounded and described as follows: BEGINNING at a point in the center of Humphrey Road; thence in a southerly direction along the lands of William Bishler, to an iron pipe placed in the ground and continuing in a southerly direction 448± ft. along lands owned by the party of the first part to the center of Humphrey Road; thence in an easterly direction along the centerline of Humphrey Road to the place and point of beginning, containing a rectangular shape parcel of land 50 ft. wide by 448±.

BEING the same premises conveyed by deed dated October 23, 1987 from Martins Marina & Motel, Inc., to Samuel Robinson and recorded in the Jefferson County Clerk's Office in Liber 1108 of Deeds at Page 46 on January 29, 1988.

SCHEDULE B

SECTION I

MATTERS TO BE DISPOSED OF ON OR BEFORE CLOSING OF TRANSACTION. THESE MATTERS WILL APPEAR ON OUR POLICY AS EXCEPTIONS FROM COVERAGE UNLESS DISPOSED OF TO THE SATISFACTION OF MONROE OR ITS DULY AUTHORIZED REPRESENTATIVE PRIOR TO OR ON THE DATE OF CLOSING.

1. Continuation of all searches to date of closing.
2. Proper execution, delivery and recordation of conveyance and/or Mortgage necessary to consummate the transaction contemplated herein.
3. Lien Clause pursuant to Section 13 of Lien Law in all Deeds and Mortgages to be recorded.
4. Furnish proof that the premises have no partial or full exemption from Real Property Taxes.
5. Continuation of all searches to date of closing.
6. Proper execution, delivery and recordation of conveyance and/or mortgage necessary to consummate the transaction contemplated herein.
7. Lien Clause pursuant to Section 13 of Lien Law in all deeds and mortgages to be recorded.
8. Furnish proof of payment of all real property taxes to the date of closing.
9. This policy does not insure the exact acreage of the premises described in Schedule 'A' herein.
10. Rights and easements, if any, acquired by any public utility company to maintain its poles and operate its wires, lines, etc., in, to, over and under the premises and in, to, over and under the streets adjacent thereto.
11. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the premises.
12. No title is insured to any land lying below the high water mark of Lake Ontario as the same now or formerly existed, except that this policy will insure the title to the lands now or formerly underwater, conveyed by Letters Patent dated May 7, 1914, and recorded September 14, 1914, in the Jefferson County Clerk's Office in Liber 343 of Deeds at Page 227 and by Letters Patent dated June 12, 1918, and recorded January 25, 1937, in the Jefferson County Clerk's Office in Liber 418 of Deeds at Page 492, subject to the terms of said Letters Patent, as shown on the attached copies .
13. This policy is subject to riparian rights of others and to policing powers of governmental authorities.
14. This policy insures against loss or damage which the insured may sustain by reason of any right or claim of title which has been or may be asserted, of record or not, by or on behalf of any Indian or Indian tribe on the basis that the prior purported transfer or termination of aboriginal or other title held by the tribe was invalid by virtue of the Act of July 22, 1790, 'An Act to regulate Trade and Intercourse with the Indian Tribes' (Indian Non-Intercourse Act of 1790), any subsequent reenactment of that Act or any similar Federal or State Law. This policy includes insurance against loss or damage by reason of unmarketability of title (as hereinafter defined) on account of said defect. With respect to said defect, the offer of any title

insurance company licensed to transact business in the State of New York, including this company, to insure at its regular rates that title to the land herein described in the manner herein set forth above shall be conclusive evidence of the marketability of the title herein insured. The Company agrees, upon request of any mortgagee or vendee of the insured or the mortgagee of such vendee, to issue its policy containing the same affirmative coverage set forth above, subject to the same condition.

15. Subject to commercial use and dock construction restrictions contained in deed dated October 23, 1987 from Martins Marina & Motel, Inc., to Samuel Robinson recorded in the Jefferson County Clerk's Office in Liber 1108. of Deeds at Page 46 , as shown by the attached copy.

16. Easement dated August 18, 1988 from Samuel Robinson to Niagara Mohawk Power Corporation and The Township Telephone Company recorded December 12, 1988 in the Jefferson County Clerk's Office in Liber 1149 of Deeds at Page 289, as shown by the attached copy.

17. Subject to any state of facts an accurate survey would show.

18. Mortgage made by Jerome J. Lalonde and John E. Folds to The Gouverneur Savings and Loan Association for \$500,000.00, dated June 30, 2003 and recorded on June 30, 2003 in the Jefferson County Clerk's Office as Instrument Number 2003-10007, whereby said mortgage was assumed in a Warranty Deed with Assumption of Mortgage from John E. Folds and Jerome J. Lalonde to John E. Folds, Jerome J. Lalonde and James A. O'Hare recorded in the Jefferson County Clerk's Office May 7, 2004, as Instrument # 2004-6347.

THE PEOPLE OF THE
STATE OF NEW YORK

: LETTERS PATENT

: Dated May 7, 1914

-to-

: Certified May 7, 1914

: Rec'd. Sept. 14, 1914

FOX ISLAND REALTY COMPANY

: Liber 343 of Deeds, pg.227

THE PEOPLE OF THE STATE OF NEW YORK, BY THE GRACE OF GOD
 FREE AND INDEPENDENT, TO ALL TO WHOM THESE PRESENTS SHALL COME,
 GREETING: KNOW YE, that pursuant to a resolution of the
 Commissioner of our Land office, dated the fifth day of May,
 1914, and for the purpose of granting and conveying a restricted
 beneficial enjoyment in and to the lands under water and between
 high and low water mark hereinafter described to the FOX ISLAND
 REALTY COMPANY, the owner of the adjacent uplands, and for no
 other object or purpose whatsoever, and with the reservations
 and upon the conditions hereinafter expressed, we have given and
 granted, and by these presents do give and grant unto the Fox
 Island Realty Company, its successors, and assigns [#]the land under
 water, and between high and low water mark, described as follows,

to wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND under waters of Lake Ontario in front of and adjacent to uplands of the grantee herein, at Fox Island, in the Town of Cape Vincent, in our County of Jefferson, bounded and described as follows: Beginning at a drill hole in the middle of the top of a granite boulder of a reddish color, with green veins, and standing about two feet above the level of the ground on the easterly shore of Fox Island in the town of Cape Vincent, Jefferson County, State of New York, said point in said boulder being north eighty six degrees thirty minutes east one thousand one hundred and fifty six feet from the most easterly corner of the dwelling house owned by the grantee herein and situated on the westerly shore of the said island; thence south three degrees forty minutes, east two thousand one hundred feet to a point which lacks about ninety-six feet of reaching the shore of a small narrow point of land; thence south sixty four degrees six minutes east five hundred feet to a point in the water; thence south twenty-eight degrees thirty minutes west eight hundred and fifty four feet to a poplar tree, twenty two inches in diameter, marked with a blaze on the north easterly side and standing about sixty feet from the waters edge; thence from the point where the last described line strikes the shore, following the shore line northerly southwesterly, northeasterly, northwesterly and northeasterly again to a point one hundred feet from the place of beginning on the first above described line, being the point where the said line strikes the water and including within the above described limits twenty seven and thirty seven one hundredths acres of land under the waters of Lake Ontario, exclusive of a small island near the end of the above second described line. #

These letters-patent are issued pursuant to section eleven of the public lands law and in accordance with a resolution of the Commissioners of the Land Office above referred to, to amend and correct letters-patent issued to William J. Grant dated February 23, 1906, and recorded in the office of the Secretary of State in Book of Patents Number 54 at page 86, and are for the following purposes: To erect and maintain one or more docks, piers, boat houses, sheds, shelters, water fences, dukes, embankments and enclosures, or some of these; to fill in and improve the said lands under water, or portions thereof, and to enable the owner or owners to use said lands, for the raising, propagating and caring for wild and domestic fowl, and for any other farming agricultural or lawful use, and any and all such purposes and to have reasonable possession of the same, excepting and reserving to the People of the State of New York the full and free right, liberty and privilege of re-entry upon the above described premises whenever the public interest requires, or such uses as are above mentioned are abandoned, always excepting such parts thereof as are actually occupied by structures, docks or buildings or a substantial character and such parts of said premises as have been actually filled in from low or marsh lands. And as so amended and corrected, the said patent is hereby confirmed as of the date originally granted, viz: February 23, 1906. The grantee herein resides (principal office) at Watertown, Jefferson County, New York.

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No. 5

THE PEOPLE OF THE
STATE OF NEW YORK

: LETTERS PATENT

: Dated June 12, 1918

: Certified June 12, 1918

-to-

: Rec'd. Jan. 25, 1937

: Liber 418 of Deeds, pg. 492

FOX ISLAND REALTY COMPANY

: Cons.

THE PEOPLE OF THE STATE OF NEW YORK, By the Grace of God Free and Independent, TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING: Know Ye, that pursuant to a resolution of the Commissioners of our Land Office, dated the twenty-fifth day of April, 1918, and for the purpose of granting and conveying a restricted beneficial enjoyment in and to the lands under water hereinafter described, to the FOX ISLAND REALTY COMPANY, the owner of the adjacent lands, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter expressed, we have given and granted, and by these presents, do give and grant unto the Fox Island Realty Company, its successors and assigns[#] the land under water, described as follows, to wit:

ALL THAT CERTAIN PIECE OF PARCEL OF LAND under waters of Lake Ontario, exterior and adjacent to grant to the Fox Island Realty Company dated May 7, 1914, and recorded in the office of the Secretary of State in Book of Patents number 56, at page 84, at Fox Island in the TOWN OF CAPE VINCENT, Jefferson County, New York, described as follows: Beginning at a point three hundred thirty-four and one-half feet north forty degrees, forty-five minutes east from a poplar tree twenty-two and one-half inches in diameter, marked with a blaze on the northeasterly side

Sheet No. 7

and standing about sixty feet from the water's edge; thence north forty degrees forty-five minutes east two hundred seventy feet; thence north fifteen degrees, forty-five minutes east four hundred six and two-tenths feet; thence north ten degrees, ten minutes east three hundred fifty-one and four tenths feet; thence south sixty-three degrees, three minutes west five hundred fifty-five feet, more or less, to a point at the intersection of the present line of reeds with a line in the former grant; thence south sixty-four degrees, six minutes east four hundred fifty feet; thence south twenty-eight degrees, thirty minutes west five hundred fifty-eight feet to point or place of beginning, containing two and seven-tenths acres, be the same more or less. #

These letters-patent are issued for the following purposes: To erect and maintain one or more docks, piers, boat houses, sheds, shelters, water fences, dykes, embankments and enclosures, or some of these; to fill in and improve the said lands under water, or portions thereof, and to enable the owner or owners to use said lands for the raising, propagating and caring for wild and domestic fowl, and for any other farming agricultural or lawful use, and any and all such purposes, and to have reasonable possession of the same, excepting and reserving to the people of the State of New York the full and free right, liberty and privilege of re-entry upon the above described premises whenever the public interest requires, or such uses as are above mentioned are abandoned, always excepting such parts thereof as are actually occupied by structures, docks or buildings of a substantial character and such parts of said premises as have been actually filled in from low or marsh lands.

The grantee herein resides (principal office) at Watertown, Jefferson County, New York.

No. 8

FULL COVENANT DEED

MARTINS MARINA & MOTEL INC.
R. D. 1, Cape Vincent, NY 13618
-to-
SAMUEL ROBINSON
New Albany, Indiana

Dated: October 23, 1987
Ack'd: October 23, 1987
Consideration: \$10.00 & ovc
Rec'd: January 29, 1988
Liber: 1108 of Deeds cp 46

Conveys, ALL that certain plot, piece or parcel of land, with the buildings and improvements therein erected, situate, lying and being in the Town of Cape Vincent, Jefferson County, State of New York, bounded and described as follows: BEGINNING at a point in the center of Humphrey Road; thence in a southerly direction along the lands of William Bishler, to an iron pipe placed in the ground and continuing in a southerly direction 448± ft. to an iron pipe placed in the ground; thence at right angles a distance of 50 ft. in a westerly direction to an iron pipe placed in the ground along Mud Bay; thence at right angles in a northerly direction 448± ft. along lands owned by the party of the first part to the center of Humphrey Road; thence in an easterly direction along the centerline of Humphrey Road to the place and point of beginning, containing a rectangular shape parcel of land 50 ft. wide by 448± ft.

The Grantee and his heirs and assigns are prohibited from using this property for commercial purposes. Said property is further restricted in that the Grantee cannot erect a dock which would interfere with the Grantors marina operation. All construction plans for a dock must receive prior approval of the Grantor.

BEING part of the same property conveyed to the Grantor herein by deed dated Nov. 15th 1984 and recorded in the Jefferson County Clerk's Office in Book of Deeds 963 at page 69.

No. 11

EASEMENT

Samuel Robinson,
Fox Island, Cape Vincent, NY
-to-
**NIAGARA MOHAWK POWER
CORPORATION**, a public service
corporation of the State of New York,
having its principal office at
300 Erie Boulevard West,
Syracuse, New York, and
**THE TOWNSHIP TELEPHONE
COMPANY**, having its principal
office in Chaumont, New York

Dated: August 18, 1988
Ack'd: August 18, 1988
Consideration: \$1.00 & ovc
Rec'd: December 12, 1988
Liber: 1149 of Deeds cp 289

Conveys: See attached photocopy.

NOTE: ABOVE SHOWN AS AN EXCEPTION.

11292

UNDERGROUND LINE EASEMENT

THIS INDENTURE, made the 18th day of Aug., 1988 by and
 between SAMUEL ROBINSON, Fox Island, Cape Vincent, NY
 of the Town of Cape Vincent, County of Jefferson
 State of New York, hereinafter called the "Grantor", and NIAGARA MOHAWK POWER
CORPORATION, a public service corporation of the State of New York, having its principal
office at 300 Erie Boulevard West, Syracuse, New York, and
THE TOWNSHIP TELEPHONE COMPANY, having its principal office in Chaumont, New York,
 together hereinafter referred to as the "Companies:"

WITNESSETH

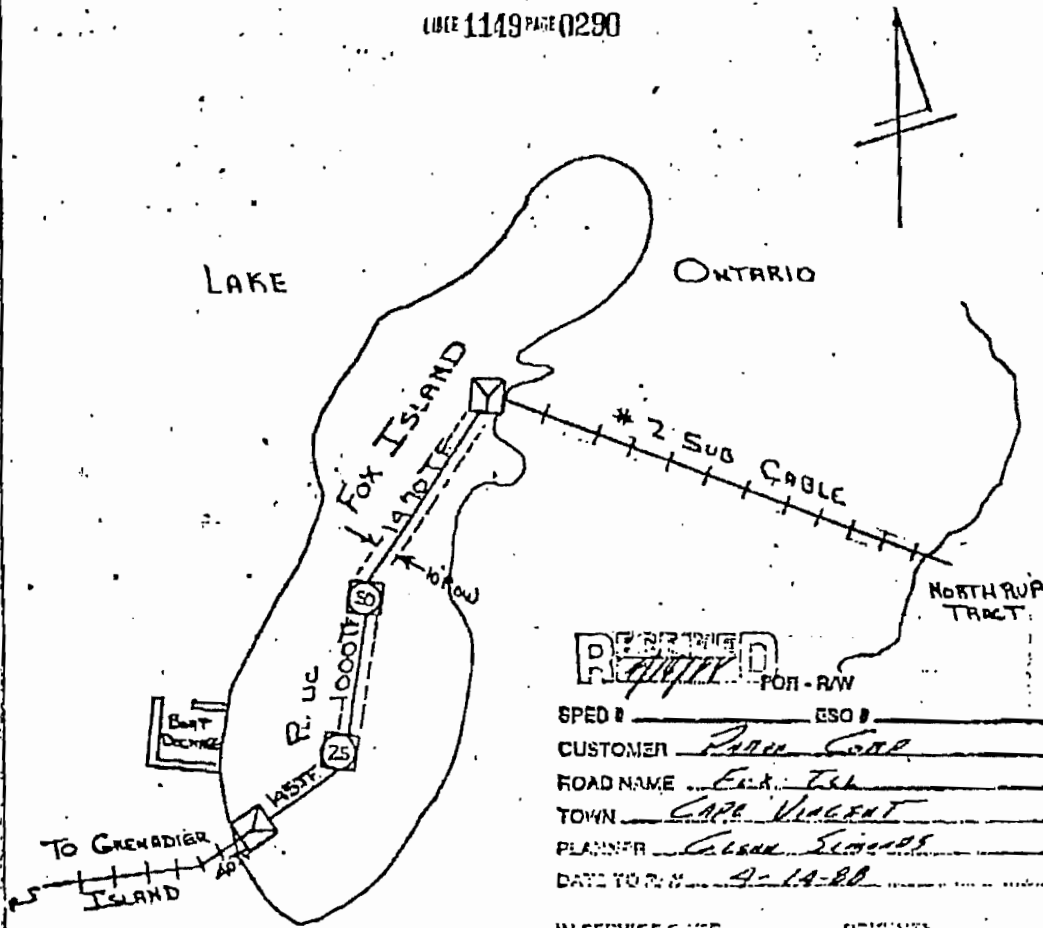
That the Grantor, in consideration of One Dollar (\$1.00) and other valuable
 consideration paid by the Companies, the receipt whereof is hereby acknowledged, has
 granted and released and does hereby grant and release to the Companies, their successor
 and assigns, the exclusive and permanent right of way and easement to build, rebuild,
 relocate, operate, repair, maintain, renew and at their pleasure remove underground
wire lighting, electric, gas, communication systems, including cables, conduit, wires,
pedestals, closures, handholes, transformers, gas pipes and pipelines and such other
appurtenant or supporting apparatus, structures or markers as the Companies, or such
assignees as the Companies may mutually elect, may now or shall from time to time
hereafter deem necessary for the transmission and distribution of electricity and gas and
the rendition of communication service upon, aboveground, under, through, and across
strip of land 10 feet in width owned by Grantor, situate in Farm Lot No. 9, Block 11
located in Town of Cape Vincent, County of Jefferson
 State of New York, the center line of said easement strip indicated on the sketch attached
 hereto and made a part hereof, including the right to extend lateral service lines to all
 buildings now or hereafter constructed upon lots abutting said easement strips with the
 further right to cut roots or remove trees, shrubs, or other obstructions within or adjacent
 to the easement area herein described, as shall be reasonably necessary to keep cables,
 conduit, pipes, wires and other appurtenant apparatus free from interference.

It being the understanding of the parties hereto that the exclusive and
 permanent right of way and easement above described and herein conveyed is intended
 to prohibit the longitudinal or parallel occupancy of said easement strip and to prohibit
 surface or subsurface structures or other wise, which might damage

** Exhibit "A"

LIBER 1149 PAGE 0289

*Att. Mr. Davis
Watkinson 1-1-88*



RECEIVED
FOR - R/W

SPEED _____ ESO # _____
 CUSTOMER PARSONS CORP
 ROAD NAME EXH. TEL
 TOWN CAPE VINCENT
 PLANNER CLARENCE SIMMONS
 DATE TO B.Y. 4-14-88
 IN SERVICE DATE _____ PRIORITIES _____
 APPROVED AS REFERENCED _____
 WITH CHANGES AS NOTED _____
 DATE _____

NIAGARA MOHAWK POWER CORPORATION Syracuse, N.Y.	
TITLE	To SERVE GRENNADIER TCI
ORDER NO.	JOINT PROPOSAL
PROJECT NO.	DISTRICT WTN
DRAWN/DATE	G.S. 4-14-88 T.O. IN CAPS Vol 290
WORK DONE AS SHOWN	<input type="checkbox"/> ZONE NO.
NOTE CHANGES ON SKETCH	<input type="checkbox"/> FEEDER NO. 75264
FOREMAN/DATE	SHEET 1 OF 1

EXHIBIT "A"

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ITEM NO. 11
 PAGE 2 OF 3

or interfere with the operation and maintenance of the Companies' facilities without the prior written consent of the Companies; but is not intended to prohibit crossings of said easement strip so long as said crossings do not damage or interfere with the operating and maintenance of the Companies' facilities.

Grantor also conveys to the Companies the right of way and easement for the passage of men, vehicles and machines as shall be deemed necessary for construction and maintenance of the Companies' facilities and as a covenant running with the land hereby, for the Grantor, its successors and assigns, releases the Companies from any and all claims of damages to the property or lands within the bounds of said easement strip.

Grantor agrees with the Companies, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the existing grade following the installation of the Companies' facilities will remain undisturbed and unchanged.

_____ joins in this conveyance as a Grantor to subordinate the lien of the mortgage of the _____ to _____ dated _____ and recorded in the _____ County Clerk's Office in the Book of Mortgages No. _____ Page _____ to the easement rights and privileges herein granted.

TO HAVE AND TO HOLD the rights hereby unto the said Companies, their successors and assigns, forever.

And said Grantor covenants as follows: First, that the Companies shall quietly enjoy the said premises; and Second, that said Grantor will forever warrant the title to said premises.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 15th day of Aug., 1988.

[Signature]
[Title]

[Signature]
[Title]

LIBR 1149 PAGE 0291

By _____
Title _____

By [Signature]
Title _____

SCHEDULE B

SECTION II EXCEPTIONS WHICH WILL APPEAR IN TITLE POLICY

The following matters are expressly excluded from the coverage of the policy to be issued, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Loan Policy Covered Risk 11, 13, or 14 or Owner's Policy Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage (Loan Policy) or the Title (Owner's Policy).

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated (Loan Policy Only).

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law (Loan Policy Only).

SEE SCHEDULE B II (CONTINUED)

SCHEDULE B

SECTION II (CONTINUED)

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage (Loan Policy) or vesting the Title as shown in Schedule A (Owner's Policy), is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of the policy (Loan Policy) or in Covered Risk 9 of the policy (Owner's Policy).

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer that vests the Title as shown in Schedule A (Owner's Policy) or Insured Mortgage (Loan Policy), in the Public Records. This Exclusion does not modify or limit the coverage provided under Loan Policy Covered Risk 11(b).

8. Subject to any state of facts an inspection of the premises would show (Owner's Policy Only).

9. Rights of lessees or any parties in possession of the premises other than the insured or owner (Owner's Policy Only).