

Auction Tracts 8 - 12

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Schedule A

No. 1713-25338

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.

Effective Date: **May 13, 2018**

1. Policy or Policies to be issued:

OWNER'S POLICY: ALTA OWNER'S POLICY (6/17/06) \$100,000.00

Proposed Insured: **Coastal Forest Resources Company, formerly known as Costal Lumber Company, or designee.**

2. The estate or interest in the land described or referred to herein and which is covered by this Commitment is a Fee Simple

and at the Effective Date of this Commitment is vested in:

Coastal Forest Resources Company, formerly known as Costal Lumber Company

By virtue of:

Warranty Deed made by Cotton-Hanlon, Inc. to Coastal Lumber Company dated February 8, 1993 and recorded in the Schuyler County Clerk's Office on February 22, 1993 in Liber 295 of Deeds at page 211.

NOTE: The above Deed was corrected by Warranty Deed made by Cotton-Hanlon, Inc. to Costal Lumber Company dated July 30, 1993 and recorded the Schuyler County Clerk's Office on September 14, 1993 in Liber 297 of Deeds at page 357.

Warranty Deed made by Cotton-Hanlon, Inc. to Coastal Lumber Company dated February 8, 1993 and recorded in the Tompkins County Clerk's Office on February 22, 1993 in Liber 694 of Deeds at page 162.

NOTE: The above Deed was corrected by Warranty Deed made by Cotton-Hanlon, Inc. to Costal Lumber Company dated July 30, 1993 and recorded on September 14, 1993 in the Tompkins County Clerk's Office in Liber 709 of Deeds at page 64.

NOTE: The above Deeds convey the insured Land together with other lands not insured hereunder.

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3. The land referred to in this Commitment is described as follows:

Address: State Route 13
City/Town: Cayuta
County: Schuyler
State: NY

Address: State Route 224
City/Town: Cayuta
County: Schuyler
State: NY

Address: Cayuta RD Lot-F6, F7, M11
City/Town: Newfield
County: Tompkins
State: NY

Address: Cayuta Lot #119 RD
City/Town: Newfield
County: Tompkins
State: NY

(Legal Description Continued on Attached Page)



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CHICAGO TITLE INSURANCE COMPANY

Schedule A (Continued)

No. 1713-25338

The land referred to in this Commitment is described as follows:

LOT 1: (Auction Tract 8)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cayuta, County of Schuyler and State of New York, bounded and described as follows:

BEGINNING at a concrete monument along the northerly boundary of New York State Route 13 at the County Line between Schuyler County and Tompkins County;

THENCE S. 54° 24' 01" W., along the boundary of New York State Route 13, a distance of 316.49 feet to a concrete monument found;

THENCE S. 61° 50' 05" W., continuing along the boundary of New York State Route 13, a distance of 151.00 feet to a concrete monument found;

THENCE S. 52° 55' 53" W., continuing along the boundary of New York State Route 13, a distance of 92.16 feet to a point;

THENCE N. 39° 20' 37" W., through the lands of "Coastal Forest Resources Company", a distance of 834.90 feet to a point;

THENCE S. 86° 30' 30" W., continuing through the lands of "Coastal Forest Resources Company", a distance of 354.04 feet to a point along lands of "Wheeler"(see L.125, P.154);

THENCE N. 00° 30' 40" E., along said "Wheeler", a distance of 2118.52 feet to an iron pin along lands of "Cornell University";

THENCE S. 88° 55' 09" E., along said "Cornell University", a distance of 1,374.61 feet to a point on the County Line between Schuyler County and Tompkins County and being 2.25 feet west of an iron pin;

THENCE S. 01° 06' 34" W., along said County Line, a distance of 2406.01 feet to the point or place of beginning;

Being 74.540 acres of land, more or less.

All as more fully shown on a "Division of Part of Lands of Coastal Forest Resources Company" prepared by Weiler Associates Surveyors dated April 12, 2018, being Weiler Associates Job No. 9218.07A.

LOT 2: (Auction Tract 9)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cayuta, County of Schuyler and State of New York, bounded and described as follows:

BEGINNING at an iron pin set at the southeast corner of lands of "Phillips"(see L.293, P.403), and being 1262.65 feet southwesterly along the northerly boundary of New York State Route 13 from a concrete monument at the County Line between Schuyler County and Tompkins County;

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THENCE N. 21° 02' 40" W., along said "Phillips", a distance of 215.58 feet to an iron pin found;

THENCE N. 48° 45' 10" W., along said "Phillips", a distance of 289.30 feet to an iron pin found along lands of "Wheeler" (see L.125,P.154);

THENCE N. 00° 30' 40" E., along said "Wheeler", a distance of 608.91 feet to a point;

THENCE N. 86° 30' 30" E., through the lands of "Coastal Forest Resources Company", a distance of 354.04 feet to a point;

THENCE S. 39° 20' 37" E., continuing through the lands of "Coastal Forest Resources Company", a distance of 834.90 feet to a point along the northerly boundary of New York State Route 13;

THENCE Southwesterly along New York State Route 13 the following three (3) courses:

1. S. 52° 55' 53" W., a distance of 57.90 feet to a point;
2. S. 58° 37' 57" W., a distance of 449.95 feet to a monument found;
3. S. 56° 32' 21" W., a distance of 195.15 feet to the point or place of beginning;

Being 12.570 acres of land, more or less.

All as more fully shown on a "Division of Part of Lands of Coastal Forest Resources Company" prepared by Weiler Associates Surveyors dated April 12, 2018, being Weiler Associates Job No. 9218.07A.

LOT 3:

INTENTIONALLY OMITTED.

LOT 4: (Auction Tract 10)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cayuta, County of Schuyler and Town of Newfield, County of Tompkins, State of New York, bounded and described as follows:

BEGINNING at a concrete monument along the southerly boundary of New York State Route 13 being the northwest corner of the "Osmun / Osborne Cemetery;

THENCE S. 56° 31' 27" E., along said cemetery, a distance of 83.32 feet to an iron pin located on the County line between Schuyler County on the west and Tompkins County on the East;

THENCE S. 01° 06' 34" W., along said County line and lands of "Hart", a distance of 334.82 feet to an iron pin;

THENCE S. 46° 55' 35" E., continuing along "Hart" and into Tompkins County, a distance of 1,23.63 feet to an iron pin;

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THENCE S. 21° 50' 41" W., continuing along "Hart", a distance of 183.89 feet to an iron pin;

THENCE S. 52° 38' 15" E., continuing along "Hart", a distance of 224.64 feet to a point in the center of Cayuta Road;

THENCE southwesterly along the center of Cayuta Road the following Five (5) courses:

1. S. 14° 51' 07" W., a distance of 46.17 feet to a point;
2. S. 19° 02' 57" W., a distance of 182.69 feet to a point;
3. S. 20° 39' 25" W., a distance of 770.47 feet to a point;
4. S. 22° 18' 11" W., a distance of 131.53 feet to a point;
5. S. 27° 41' 07" W., a distance of 64.61 feet to a point;

THENCE northerly through the lands of "Coastal Forest Resources Company", along the easterly border of a gravel mine lease parcel, the following twelve (12) courses:

1. N. 39° 25' 55" W., a distance of 280.83 feet to a point;
2. N. 28° 38' 27" W., a distance of 306.70 feet to a point;
3. N. 36° 57' 03" W., a distance of 119.88 feet to a point;
4. N. 33° 32' 14" W., entering Schuyler County, a distance of 345.95 feet to a point;
5. N. 17° 00' 38" W., a distance of 151.01 feet to a point;
6. N. 11° 10' 13" W., a distance of 281.18 feet to a point;
7. N. 05° 20' 14" W., a distance of 100.14 feet to a point;
8. N. 02° 33' 07" W., a distance of 167.96 feet to a point;
9. N. 04° 18' 31" E., a distance of 270.49 feet to a point;
10. N. 00° 21' 09" W., a distance of 133.88 feet to a point;
11. N. 19° 03' 16" W., a distance of 134.48 feet to a point;
12. N. 30° 10' 22" W., a distance of 315.38 feet to a point on the southerly boundary of New York State Route 13;

THENCE N. 59° 23' 04" E., along said highway, a distance of 65.43 feet to a concrete monument;

THENCE N. 57° 25' 26" E., along said highway, a distance of 297.00 feet to a concrete monument;

THENCE N. 28° 34' 17" E., along said highway, a distance of 20.10 feet to the point or place of beginning;

Being 35.206 acres of land, more or less.

LOT 5: (Auction Tract 11)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cayuta, County of Schuyler and State of New York, bounded and described as follows:

BEGINNING at a point being the intersection of the northeasterly boundary of New York State Route 224 and the

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northerly boundary of lands now or formerly of "Ennis" (see Liber 363 of Deeds, Page 207);

THENCE along said northeasterly boundary of New York State Route 224, the following nine (9) courses:

1. N. 02° 57' 36" E., a distance of 27.45 feet to a concrete monument;
2. N. 50° 57' 22" W., a distance of 99.36 feet to a concrete monument;
3. N. 75° 42' 34" W., a distance of 61.08 feet to a concrete monument;
4. N. 24° 17' 20" W., a distance of 154.65 feet to a concrete monument;
5. N. 31° 57' 21" W., a distance of 219.84 feet to a concrete monument;
6. N. 39° 54' 43" W., a distance of 360.94 feet to a concrete monument;
7. N. 44° 10' 31" W., a distance of 211.07 feet to a concrete monument;
8. N. 40° 16' 46" W., a distance of 1,101.56 feet to a concrete monument;
9. N. 40° 08' 57" W., a distance of 715.46 feet to a point;

THENCE N. 49° 50' 58" E., passing through lands of Coastal Forest Resource Company, a distance of 798.98 feet to an iron pin found at the southwesterly corner of lands of "State of New York" (see Liber 81, Page 45);

THENCE S. 46° 00' 23" E., along said "State of New York" lands, a distance of 666.23 feet;

THENCE southeasterly along said "State of New York" lands, along a non-tangent curve to the right having a radius of 4,334.05 feet and producing a chord of S. 42° 45' 17" E., 491.68 feet, an arc distance of 491.94 feet to an iron pin found;

THENCE S. 42° 12' 51" W., along the northwesterly boundary of other lands of the "State of New York" (see Liber 81, Page 371), a distance of 101.08 feet to an iron pin set;

THENCE southeasterly, along the last-mentioned "State of New York" lands, along a non-tangent curve to the right having a radius of 4,234.05 feet and producing a chord of S. 25° 45' 27" E., 1,938.79 feet, an arc distance of 2,002.40 feet to an iron pin set on the aforesaid northerly boundary of "Ennis" lands;

THENCE S. 11° 50' 44" E., along the last-mentioned "State of New York" lands, a distance of 53.73 feet to an iron pin set on the aforesaid northerly boundary of "Ennis" lands;

THENCE S. 86° 00' 03" W., along said northerly boundary of lands of "Ennis" a distance of 362.81 feet to the point or place of beginning.

Being 50.095 acres of land, more or less.

All as more fully shown on a "Division of Part of Lands of Coastal Forest Resources Company" prepared by Weiler Associates Surveyors dated April 12, 2018, being Weiler Associates Job No. 9218.07B.

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LOT 6: (Auction Tract 12)

ALL THAT TRACT OR PARCEL OF LAND situate partly in the Town of Cayuta in the County of Schuyler and partly in the Town of Newfield in the County of Tompkins, both in the State of New York, bounded and described as follows:

BEGINNING at a point in the Town of Cayuta on the northeasterly boundary of New York State Route 224 being the southerly corner of lands now or formerly of "Bush" (see Liber 82 of Deeds, Page 353);

THENCE along the easterly boundaries of said lands of "Bush", being the centerline of Pony Hollow Creek, the following two (2) courses:

1. N. 30° 08' 58" E., a distance of 256.00 feet to a point;
2. N. 19° 42' 15" W., a distance of 199.62 feet to a point being the northeasterly corner of said "Bush" lands;

THENCE along the boundaries of lands now or formerly of "Wagner Hardwood LLC" (Liber 385, Page 293), the following five (5) courses:

1. N. 19° 42' 15" W., a distance of 110.96 feet to a point;
2. N. 06° 39' 50" W., a distance of 243.34 feet to a point;
3. S. 46° 04' 00" E., a distance of 95.98 feet to a point;
4. N. 45° 26' 52" E., a distance of 90.33 feet to a point;
5. N. 46° 04' 00" W., a distance of 172.44 feet to a point in the centerline of Pony Hollow Creek;

THENCE continuing along the boundaries of said "Wagner Hardwood LLC", being the centerline of said Pony Hollow Creek, the following fourteen (14) courses:

1. N. 13° 14' 25" E., a distance of 34.56 feet to a point;
2. N. 24° 57' 24" W., a distance of 59.09 feet to a point;
3. N. 08° 30' 03" E., a distance of 102.17 feet to a point;
4. N. 48° 00' 04" E., a distance of 40.07 feet to a point;
5. N. 36° 35' 00" E., a distance of 229.76 feet to a point;
6. N. 23° 27' 12" E., a distance of 134.25 feet to a point;
7. N. 36° 29' 16" E., a distance of 101.75 feet to a point;
8. N. 26° 47' 54" E., a distance of 185.40 feet to a point;
9. N. 06° 59' 53" W., a distance of 34.50 feet to a point;

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10. N. 51° 21' 19" E., a distance of 66.90 feet to a point;
11. N. 09° 10' 45" E., a distance of 73.09 feet to a point;
12. N. 24° 30' 08" E., a distance of 92.74 feet to a point;
13. N. 46° 15' 09" E., a distance of 145.27 feet to a point;
14. N. 31° 55' 06" E., a distance of 228.24 feet to a point;

THENCE N. 49° 41' 35" W., continuing along said "Wagner Hardwood LLC" lands, a distance of 30.69 feet to a point being the southerly corner of a Gravel Mine Lease Parcel in lands now or formerly of "Coastal Lumber Company";

THENCE N. 26° 39' 57" E., along the boundary of said Gravel Mine Lease Parcel and crossing the County Line into the County of Tompkins, a distance of 80.23 feet to a point;

THENCE, along the easterly boundaries of said Gravel Mine Lease Parcel, the following seven (7) courses:

1. N. 47° 22' 01" E., a distance of 54.18 feet to a point;
2. N. 23° 02' 54" E., a distance of 119.04 feet to a point;
3. N. 06° 15' 22" W., a distance of 209.66 feet to a point;
4. N. 06° 23' 51" E., a distance of 346.69 feet to a point;
5. N. 03° 37' 11" E., a distance of 134.52 feet to a point;
6. N. 07° 02' 03" W., a distance of 69.10 feet to a point;
7. N. 28° 23' 11" E., and crossing Morrell Road, a distance of 125.63 feet to a point on the southwesterly boundary of lands now or formerly of "Tillman" (see deed filed as Instrument No. 481451-001);

THENCE S. 53° 43' 00" E., along the southwesterly boundary of said "Tillman" lands, a distance of 1,214.72 feet to an iron pin set;

THENCE S. 41° 20' 47" W., along the boundary of lands of the "State of New York" and passing through an iron pin found 18.73 feet distant, an overall distance of 462.00 feet to an iron pin found on the aforesaid County Line;

THENCE, along the lands of the "State of New York" (see Liber 114, Page 256) in the County of Schuyler, the following two (2) courses:

1. S. 08° 18' 19" W., a distance of 453.51 feet to an iron pin found;
2. S. 41° 04' 11" E., a distance of 1,798.44 feet to an iron pin found

THENCE N. 89° 20' 31" W., along the northerly boundary of other lands of the "State of New York" (L. 81, P. 308 and L. 81, P. 45) a distance of 1,086.35 feet to a monument found;

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THENCE S. 00° 35' 34" E., along the last-mentioned lands of the "State of New York" a distance of 1,067.60 feet to an iron pin found;

THENCE S. 49° 50' 58" W., passing through lands of "Coastal Forest Resources Company", a distance of 798.98 feet to a point on the aforesaid northeasterly boundary of New York State Route 224;

THENCE along said northeasterly boundary of N.Y.S. Route 224, the following four (4) courses:

1. N. 40° 08' 57" W., a distance of 1,277.90 feet to a concrete monument;
2. N. 39° 21' 22" W., a distance of 110.60 feet to a concrete monument;
3. N. 31° 12' 44" W., a distance of 100.14 feet to a concrete monument;
4. N. 50° 02' 12" W., a distance of 30.99 feet to the point or place of beginning.

Being 125.969 acres of land, more or less.

All as more fully shown on a "Division of Part of Lands of Coastal Forest Resources Company" prepared by Weiler Associates Surveyors dated April 12, 2018, being Weiler Associates Job No. 9218.0713.

For Conveyancing Only

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises. Our Policy of Title Insurance includes such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein.

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Schedule B, Section 2

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EXCEPTIONS

The Owner's Policy will be subject to the mortgage, if any, shown on Schedule B, Section 1 hereof. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless they are taken care of to our satisfaction:

1. Mortgages returned herewith and set forth herein. **(One - See below.)**
2. Rights and claims of parties in possession not shown of record.
3. Future installments of special assessments for improvements payable with County taxes.
4. Unpaid water charges, if any.
5. Any state of facts an inspection of premises would disclose.
6. New York Real Property Tax Law Sections 302 and 520 may affect the real estate tax liability if the premises described in Schedule "A" have a tax exemption. Pursuant to the Real Property Tax Law, the exemption of the premises from taxation terminates immediately upon the acquisition of title by a non-exempt entity. The premises shall be taxed pro rata for the unexpired term of that taxable year and subsequent thereon at the full valuation without benefit of such tax exemption
7. New York State Insurance Law requires compliance with the following:
 - a. The Memorandum of Ancillary Charges must be executed by the applicant and returned to Chicago Title upon receipt of the title commitment;
 - b. The Good Faith Estimate must be furnished to the applicant or their representative;
 - c. The Final Statement must be given to the applicant at closing.
8. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
9. If it appears that the transaction will fall within the protections of New York State Real Property Law Section 265-a (the Home Equity Theft Prevention Act), the contract of sale must be produced and submitted to this Company prior to closing. Additional exceptions may be applicable upon this Company's review of the contract.

If the premises to be insured is a one to four family owner-occupied residential dwelling, an affidavit at closing will be required from the owner, stating that:

- a. The owner is not in default (more than 2 months in arrears on mortgage payments) on any mortgage affecting the premises herein; and
- b. The premises is not the subject of a mortgage foreclosure action or active tax lien sale list.

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In the event that the subject of the transaction is a "covered contract" involving a one to four family owner-occupied residential dwelling, as defined in Real Property Law Section 265-a, the policy will except any loss, claim or damage arising as a consequence of the provisions of Section 265-a of the Real Property Law, including the seller's right to cancel the contract and the right to rescind a conveyance with 2 years from the date of the recording of said conveyance.

NOTE: The above exception may be removed upon the receipt of an affidavit from the "EQUITY PURCHASER" setting forth the specific safe harbor provision that exempts the transaction from the statute, including an Equity Purchaser who acquires such title: (i) to use, and who uses, such property as his or her primary residence; (ii) by a deed from a referee in a foreclosure sale conducted pursuant to article thirteen of the Real Property Actions and Proceedings Law; (iii) at any sale of property authorized by statute; (iv) by order or judgment of any court; (v) from a spouse, or from a parent, grandparent, child, grandchild or sibling of such person or such person's spouse; (vi) as a not-for-profit housing organization or as a public housing agency; or (vii) a bona fide purchaser or encumbrance for value.

Please note that where the "covered contract" involves a "reconveyance arrangement", the affidavit and the circumstances of the transaction should be discussed with Company Counsel before removal of the exception.

10. With respect to Coastal Forest Resources Company, formerly known as Coastal Lumber Company, proof of its due formation and good standing must be submitted, together with a Resolution executed by a duly authorized officer approving the subject transaction, which Resolution identifies the person or persons authorized and directed to act for said corporation, together with proof that the Resolution was adopted in accordance with the Certificate of Incorporation and By-Laws.
11. Proof that all required franchise tax returns have been filed, and all taxes due thereon fully paid, by Coastal Forest Resources Company, formerly known as Coastal Lumber Company, for all periods through and including the date of closing.
12. Proof of payment of 2018 County and Town Real Property Taxes. S/B/L Nos. 109-2-50; 113.00-1-3.1; 31.-1-20.4; and 31.-1-25.2
13. Proof of payment of 2017-2018 School Taxes. S/B/L Nos. 109-2-53; 113.00-1-13.1; 31.-1-20.4; and 31.-1-25.2
14. Easement made by Lew C. Smith and Edith M. Smith to New York State Electric and Gas Corporation dated May 10, 1946 and recorded in the Schuyler County Clerk's Office on March 22, 1948 in Liber 94 of Deeds at page 263.
15. Easement made by Cotton-Hanlon, Inc. to New York State Electric & Gas Corporation dated August 9, 1952 and recorded in the Schuyler County Clerk's Office on July 2, 1953 in Liber 105 of Deeds at page 95.
16. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated August 9, 1952 and recorded in the Schuyler County Clerk's Office on July 2, 1953 in Liber 105 of Deeds at page 103.
17. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated August 9, 1952 and recorded in the Schuyler County Clerk's Office on July 2, 1953 in Liber 105 of Deeds at page 105.

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18. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated August 9, 1952 and recorded in the Schuyler County Clerk's Office on July 2, 1953 in Liber 105 of Deeds at page 107.
19. Easement made by Lew C. Smith to New York State Electric and Gas Corporation dated September 28, 1953 and recorded in the Schuyler County Clerk's Office on January 11, 1954 in Liber 107 of Deeds at page 186.
20. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated December 8, 1954 and recorded in the Schuyler County Clerk's Office on August 13, 1954 in Liber 116 of Deeds at page 123.
21. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated September 29, 1958 and recorded in the Schuyler County Clerk's Office on March 9, 1959 in Liber 124 of Deeds at page 207.
22. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated November 10, 1958 and recorded in the Schuyler County Clerk's Office on March 9, 1959 in Liber 124 of Deeds at page 211.
23. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated June 24, 1959 and recorded in the Schuyler County Clerk's Office on September 4, 1959 in Liber 125 of Deeds at page 526.
24. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated August 1, 1969 and recorded in the Schuyler County Clerk's Office on September 4, 1969 in Liber 150 of Deeds at page 576.
25. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated April 17, 1972 and recorded in the Schuyler County Clerk's Office on May 4, 1972 in Liber 155 of Deeds at page 563.
26. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated June 13, 1988 and recorded in the Schuyler County Clerk's Office on June 22, 1988 in Liber 269 of Deeds at page 133.
27. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated March 22, 1984 and recorded in the Schuyler County Clerk's Office on June 11, 1984 in Liber 238 of Deeds at page 222.
28. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated April 3, 1992 and recorded in the Schuyler County Clerk's Office on May 28, 1992 in Liber 292 of Deeds at page 206.
29. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated November 19, 1952 and recorded in the Tompkins County Clerk's Office on January 19, 1954 in Liber 103 of Deeds at page 194.

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30. Easement made by Fred D. Boyce and Ada Boyce to New York State Electric and Gas Corporation dated December 27, 1945 and recorded in the Schuyler County Clerk's Office on February 28, 1946 in Liber 91 of Deeds at page 401.
31. Easement made by Lew C. Smith to New York State Electric and Gas Corporation dated May 10, 1942 and recorded in the Schuyler County Clerk's Office on March 22, 1948 in Liber 95 of Deeds at page 263.
32. Easement made by Helen W. Perry to N.Y.S. Electric and Gas Corporation dated December 27, 1945 and recorded in the Schuyler County Clerk's Office on February 28, 1946 in Liber 91 of Deeds at page 400.
33. Easement made by Bennett C. Cooper and Lela F. Cooper to New York State Electric and Gas Corporation dated April 17, 1950 and recorded in the Schuyler County Clerk's Office on March 20, 1952 in Liber 101 of Deeds at page 537.
34. Easement made by Bennett Cooper and Lela F. Cooper to New York State Electric and Gas Corporation dated January 14, 1952 and recorded in the Schuyler County Clerk's Office on July 2, 1953 in Liber 105 of Deeds at page 99.
35. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated January 21, 1964 and recorded in the Schuyler County Clerk's Office on February 13, 1964 in Liber 139 of Deeds at page 262.
36. Easement made by Chester Park and Alice Park to New York State Electric & Gas Corporation dated August 22, 1945 and recorded in the Tompkins County Clerk's Office on September 6, 1945 in Liber 280 of Deeds at page 350.
37. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated July 20, 1987 and recorded in the Schuyler County Clerk's Office on November 12, 1987 in Liber 263 of Deeds at page 271.
38. Easement made by Cotton-Hanlon, Inc to New York State Electric and Gas Corporation dated July 17, 1985 and recorded in the Schuyler County Clerk's Office on February 21, 1986 in Liber 249 of Deeds at page 346.
39. Easement made by Cotton-Hanlon, Inc. to New York State Electric and Gas Corporation dated April 3, 1992 and recorded in the Schuyler County Clerk's Office on May 28, 1992 in Liber 292 of Deeds at page 206.
40. Easement made by Cotton Hanlon, Inc. by H.A. Hanlon, Pres. to New York State Electric & Gas Corporation dated April 15, 1966 and recorded in the Tompkins County Clerk's Office on May 18, 1966 in Liber 462 of Deeds at page 796.
41. Easement for Pipe Line made by Robert c. Haldeman, Trustee of the Property of Lehigh Valley Railroad Company to consolidated Gas Supply Corporation dated June 29, 1982 and recorded in the Schuyler County Clerk's Office on August 2, 1982 in Liber 227 of Deeds at page 77.

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42. Easement for Pipe Line made by Robert C. Haldeman, Trustee of the Property of Lehigh Valley Railroad Company, debtor to Consolidated Gas Supply Corporation dated June 29, 1982 and recorded in the Schuyler County Clerk's Office on August 2, 1982 in Liber 227 of Deeds at page 83.
43. Easement for Pole Line along highway made by Thomas F. Fansen and Josephine K. Fansen to New York State Electric & Gas Corporation dated August 22, 1944 and recorded in the Tompkins County Clerk's Office on October 5, 1944 in Liber 259 of Deeds at page 494,
44. Right of Way for Pole Line made by Cotton-Hanlon, Inc. to New York Telephone Company dated November 8, 1972 and recorded in the Schuyler County Clerk's Office on February 15, 1973 in Liber 159 of Deeds at page 52.
45. Right of Way for Access made by William B. White and Hanna M. White his wife to Andrew F. Bedford dated November 18, 1895 and recorded in the Schuyler County Clerk's Office on November 18, 1895 in Liber 44 of Deeds at page 585.
46. Right of Way for Pipe Line made by Lew C. Smith and Edith M. Smith, his wife and Clara I. Smith to John B. Tonkin dated April 29, 1931 and recorded in the Schuyler County Clerk's Office on October 19, 1931 in Liber 76 of Deeds at page 96.
47. Right of Way for Pipe Line made by Lew C. Smith, Edith M. Smith and Clara I. Smith to John B. Tonkin dated April 29, 1931 and recorded in the Schuyler County Clerk's Office on October 19, 1931 in Liber 76 of Deeds at page 97.
48. Right of Way for Pipe Line made by Bennett E. Cooper and Lela F. Cooper his wife to John B. Tonkin dated April 30, 1931 and recorded in the Schuyler County Clerk's Office on October 19, 1931 in Liber 76 of Deeds at page 98.
49. Right of Way for Pipe Line made by Mary Carroll Swartwood to John B. Tonkin dated August 27, 1931 and recorded in the Schuyler County Clerk's Office on October 30, 1931 in Liber 76 of Deeds at page 118.

NOTE: The above four (4) Rights of Way were assigned by Assignment of Right of Way made by John B. Tonkin to New York State Natural Gas Corp. dated November 16, 1931 and recorded in the Schuyler County Clerk's Office on May 2, 1932 in Liber 76 of Deeds at page 454.

50. Right of Way for Electric Transmission Line made by Bennett Cooper and Lela F. Cooper his wife to New York State Electric and Gas Corporation dated April 28, 1937 and recorded in the Schuyler County Clerk's Office on September 21, 1937 in Liber 81 of Deeds at page 598.
51. Right of Way for Electric Transmission Line made by Bennett Cooper and Lela F. Cooper his wife to New York State Electric and Gas Corp. dated December 7, 1938 and recorded in the Schuyler County Clerk's Office on March 22, 1939 in Liber 83 of Deeds at page 371.
52. Right of Way for Communication Line made by Bennett Cooper, Lela F. Cooper to New York Telephone Company and American Telephone and Telegraph Company dated July 8, 1948 and recorded in the Schuyler County Clerk's Office on July 15, 1948 in Liber 96 of Deeds at page 123.

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53. Right of Way for Pole Line made by Emil Jonas and Frances A. Jonas, his wife to New York State Electric and Gas Corporation dated September 29, 1938 and recorded in the Schuyler County Clerk's Office on October 31, 1938 in Liber 83 of Deeds at page 139.
54. Right of Way Grant for a Pipe Line made by Cotton & Hanlon, Inc. to New York State Natural Gas Corporation dated May 3, 1951 and recorded in the Schuyler County Clerk's Office on June 11, 1951 in Liber 100 of Deeds at page 505.
- NOTE: The above Right of Way was assigned by Assignment of Rights of Way made by Consolidated Gas Supply Corporation to Consolidated Gas Transmission Corporation dated March 1, 1984 and recorded in the Schuyler County Clerk's Office on January 15, 1984 in Liber 27 of Leases at page 323.
55. Right of Way for a Pole Line made by Lew C. Smith and Edith M. Smith his wife to New York State Electric and Gas Corporation dated March 15 1937 and recorded in the Schuyler County Clerk's Office on May 24, 1937 in Liber 81 of Deeds at page 254.
56. Right of Way for a Pole Line made by Cotton-Hanlon, Inc. to New York Telephone Company dated November 8, 1972 and recorded in the Schuyler County Clerk's Office on February 15, 1973 in Liber 159 of Deeds at page 52.
57. Right of Way for a Pipe Line made by Asa DeLand (Divorced husband of Edith M. Schultz and Earl DeLand his wife to John B. Tonkin dated April 13, 1931 and recorded in the Schuyler County Clerk's Office on October 26, 1931 in Liber 227 of Deeds at page 96.
58. Right of Way for Pole Line made by Emil Jonas and Frances A. Jonas his wife to New York State Electric and Gas Corporation dated September 29, 1938 and recorded in the Schuyler County Clerk's Office on October 31, 1938 in Liber 83 of Deeds at page 139.
59. Reservation for a Right of Way for a roadway contained in a deed made by Harold E. Andrus and LaVinia Pauline Andrus, husband and wife to Chester F. Park dated March 3, __, and recorded in the Tompkins County Clerk's Office on March 3, 1939 in Liber 250 of Deeds at page 101.
60. Terms, Conditions and Restrictions contained in a deed made by Cotton-Hanlon, Inc. to The People of the State of New York dated July 20, 1951 and recorded in the Schuyler County Clerk's Office on October 27, 1951 in Liber 101 of Deeds at page 264.
61. Terms, Conditions and Restrictions contained in a deed made by Cotton-Hanlon, Inc. to The People of the State of New York dated January 3, 1952 and recorded in the Schuyler County Clerk's Office on February 19, 1952 in Liber 101 of Deeds at page 454.
62. Right of Way for pipe line made by Emil Jonas and Frances A. Jonas, his wife to John B. Tonkin dated May 2, 1931 and recorded in the Schuyler County Clerk's Office on October 19, 1931 in Liber 76 of Deeds at page 97.
63. Easement (Guying) given by Jack G. Mansfield, Plant Manager of Coastal Lumber Company to New York State Electric & Gas Corporation, dated December 27, 1995 and recorded in the Schuyler County Clerk's Office on February 2, 1996 in Liber 306 of Deeds at page 532.

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64. Agreement and Right-of-Way between Coastal Lumber Company, a Virginia corporation, with Wagner Hardwoods, LLC, dated October 9, 2001 and recorded in the Schuyler County Clerk's Office on December 19, 2001 in Liber 332 of Deeds at page 315.
65. Exceptions as disclosed by Map for the Division of Part of Lands of Coastal Forest Resources Company formerly Coastal Lumber Co., covering Lots 1, 2, and 4 of the insured Land (Job No. 9218.07A made by Weiler Associates, dated April 12, 2018, as follows:
- a. All three lots (1, 2, and 4) shown as unimproved vacant lands.
 - b. Fences running along and at variance with portions of the westerly and easterly lot lines of Lot 1.
 - c. Permanent easements appropriated for N.Y.S Highway No. 5474A by Appropriation Map No. 39, Parcels 53 and 54 located along the southerly line of Lot 1.
 - d. Underground telephone sign located in the southerly portion of Lot 1.
 - e. Fences running along and at variance with the three westerly lot lines of Lot 2.
 - f. Right of Way (New York Tele. Corp. L. 159 P. 52), and Telephone manhole (L. 238 P. 100), NYSEG Easement (L. 249 P. 346) and poles (2) located along the southeasterly line of Parcel 2 (along the northwesterly line of N.Y.S. Rte. 13).
 - g. Permanent easements appropriated for N.Y.S Highway No. 5474A by Appropriation Map No. 39, Parcels 52 and 55 located along the northerly line of Lot 4.
 - h. Approximate gas line location and gas line marker located in the northerly portion of Lot 4.
 - i. Lot 4 shown as being partly in the County of Schuyler and partly in the County of Tompkins.
 - j. Fences running along and at variance with the northeasterly and southeasterly lot lines of Lot 4.
 - k. Two poles and buried cable markers located along the most southeasterly lot line of Lot 4.
 - l. Found iron pins at variance with the northeasterly lot lines.
 - m. Surveyor's notes stating the following: "This map was compiled from earlier surveys by Weiler Associates. No new field revision or inspection was done at this time. No new abstract or deed research was done at this time."
66. Any state of facts an accurate survey would show of Lots 1, 2, and 4.
67. Exceptions as disclosed by Map for the Division of Part of Lands of Coastal Forest Resources Company formerly Coastal Lumber Co., covering Lots 5 and 6 of the insured Land (Job No. 9218.07B) made by Weiler Associates, dated April 12, 2018, as follows:

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- a. Lot 5 shown as being an unimproved vacant lot.
 - b. Barn located in the northwesterly portion of Lot 6.
 - c. Fences running along and at variance with the northeasterly lot line of Lot 5 with owner possibly being out of possession of a strip of land which is approximately 101.08 feet wide and extends southeasterly from the northeasterly corner of said Lot 5 for an undisclosed distance.
 - d. Fences running along the southerly and southwesterly lot lines and portion of the westerly lot line of Lot 5.
 - e. Poles and telephone pedestals running along the southwesterly lot line of Lot 5.
 - f. Sixteen foot Right-of-Way (L. 81 P. 245) extending northeasterly from the southwesterly lot line (N.Y.S. Route 224) of Lot 5 for an undisclosed distance.
 - g. Barn located in the northwesterly portion of Lot 6.
 - h. Fences running along and at variance with the the most southerly southeast lot line of Lot 6.
 - i. Underground cable marker located in the southwesterly corner of Lot 6.
 - j. Poles running along the southwesterly line (N.Y.S. Route 224) of Lot 6.
 - k. NYSEG Easement (L. 292 P. 206 ' ___ Z00 M. _ P) (sic) located at the most westerly corner of Lot 6
 - l. Lot 6 shown as being partly in the County of Schuyler and partly in the County of Tompkins.
 - m. Most northerly portion of Lot 6 located within the bounds of Morrell Road.
 - n. Iron pin found near and at variance with the most northerly northeast corner of Lot 6.
 - o. Iron pin found near and at variance with the most easterly southerly lot line of Lot 6.
 - p. Creek (Pony Hollow Creek) running along the westerly lot lines of Lot 6.
 - q. Surveyor's notes stating the following: "This map was compiled from earlier surveys by Weiler Associates. No new field revision or inspection was done at this time. No new abstract or deed research was done at this time."
68. Any state of facts an accurate survey would show of Lots 5 and 6.
69. Rights of others than the insured to use the parts of the insured premises lying within the bounds of the various streets and roadways crossing the insured premises as a public roadway.
70. Rights of others in and to the bed and waters of the creek crossing Lot 6 of the insured Land.

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CHICAGO TITLE INSURANCE COMPANY

Schedule B, Section 2

No. 1713-25338

71. Open-End Mortgage in the amount of \$12,000,000.00 and interest made by Coastal Lumber Company to Pennwest Farm Credit, ACA, dated June 24, 1998 and recorded July 1, 1998 in the Schuyler County Clerk's Office in Liber 277 of Mortgages at page 517.

NOTE: The above Mortgage was modified by Release of Part of Mortgaged Premises recorded in the Schuyler County Clerk's Office on April 11, 2011 in Liber 309 of Mortgages at page 1.

NOTE: Please direct any questions regarding this title commitment to John E. Haslinger at 716-200-5866.

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 Owner's Coverage

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (The Company), insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has not bained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.

EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, 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 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 Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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 in the Public Records that vests Title as shown in Schedule A

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for sufficiency of any proceedings after the date of this policy.

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Conditions and Stipulations

Commitment No. 1713-25338

CONDITIONS AND STIPULATIONS

1. The term "mortgage" when used herein, shall include charge, mortgage, hypothèque, deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter¹ the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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