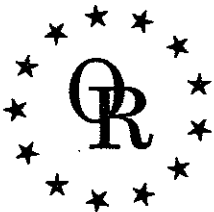


Commitment for Title Insurance



02-NRA-DU-17000A

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota stock corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of the title insurance and all liability and obligations hereunder shall cease and terminate nine 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:

NORTH RIVER ABSTRACT CORPORATION
P.O. BOX 368
POUGHKEEPSIE, N.Y. 12602
(845) 485-5188

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Countersigned by: Adriene M. Conrad
Adriene M. Conrad

This commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

Schedule A

Title Number: 02-NRA-DU-17000A

Effective Date: 08/01/2002

Section	Block	Lot
Grid 1300-6061-43-752749		
Grid 1300-6061-25-752894		

Premises (1)
Town/Village/City City of Poughkeepsie
County Dutchess
Town/Village/City City of Poughkeepsie
County Dutchess

ALTA Owner's Policy 1992 (with N.Y. Endorsement Modifications) \$ To Be Determined
Proposed Insured JOSEPH BONURA

ALTA Loan Policy 1992 (with N.Y. Endorsement Modifications) \$ To Be Determined
Proposed Insured

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

Title to said estate or interest in said land at the effective date hereof is vested in:

CITY OF POUGHKEEPSIE

Source of Title:

By eight deeds:

The 1st deed from The DeLaval Separator Company, dated 8/14/18 and recorded 8/28/18 at Liber 403 cp 223 in the Dutchess County Clerk's Office.

The 2nd deed from LeGrande Crippen, Treasurer of the City of Poughkeepsie, dated 2/7/36 and recorded 6/23/36 at Liber 552 cp 324 in the Dutchess County Clerk's Office.

The 3rd deed from LeGrande Crippen, Treasurer of the City of Poughkeepsie, dated 2/7/36 and recorded 6/23/36 at Liber 552 cp 333 in the Dutchess County Clerk's Office.

The 4th deed from LeGrande Crippen, Treasurer of the City of Poughkeepsie, dated 2/7/36 and recorded 6/23/36 at Liber 552 cp 335 in the Dutchess County Clerk's Office.

The 5th deed from LeGrande Crippen, Treasurer of the City of Poughkeepsie, dated 2/7/37 and recorded 3/19/37 at Liber 558 cp 231 in the Dutchess County Clerk's Office.

The 6th deed from The Roger H. Corbetta Corporation, dated 11/20/68 and recorded 11/20/68 at Liber 1255 cp 647 in the Dutchess County Clerk's Office.

The 7th deed from The People of the State of New York (Letters Patent), dated 6/21/71 and recorded

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

SCHEDULE "A" DESCRIPTION TO FOLLOW

NOTE: This certificate is intended for lawyers only. Such exceptions as may be set forth herein may effect marketability of title. Your lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

Schedule A

6/28/72 at Liber 1334 cp 590 in the Dutchess County Clerk's Office.
The 8th deed from The People of the State of New York (Letters Patent), dated 6/21/72 and recorded
6/28/72 at Liber 1334 cp 594 in the Dutchess County Clerk's Office.

Recertified Date: ____/____/____

Title Recertified In:

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

SCHEDULE "A" DESCRIPTION TO FOLLOW

NOTE: This certificate is intended for lawyers only. Such exceptions as may be set forth herein may effect marketability of title. Your lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof
 - (b) or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the right of a purchaser for value without knowledge.
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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material);
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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.
6. Any statutory lien for services, labor or materials (or the claim of the priority of any of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim which arises out of the transaction creating the interest of the mortgage insured by this policy or vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Rights of tenants or persons in possession, if any.
9. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
10. Mortgages returned herein. (See schedules attached.)
11. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein.
12. If the application is for insurance under a master or blanket policy all items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.
13. The identity of parties at the closing of this title should be established to the satisfaction of the closer and the affidavit attached to this certificate filled out, signed and sworn to.
14. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
15. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
16. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
17. If this Commitment requires a conveyance of the fee estate and the contract therefore has not been submitted to the Company, it should be furnished for consideration prior to closing.

Schedule B

Title Number: **02-NRA-DU-17000A**

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

1. TAXES (SEE SEPARATE SCHEDULE).
2. MORTGAGES (NONE).
3. Any state of facts which an accurate survey would disclose.
4. The exact location, courses and dimensions are not insured without a survey certified to the Company.
5. The exact acreage of the premises is not insured.
6. Any state of facts which a personal inspection of the premises would disclose.
7. Rights of others in and to the free and uninterrupted flow of any creek or stream crossing or bounding the premises.
8. Riparian Rights, if any, in favor of the premises are not insured.
9. Title is not insured to any portion of the premises lying within the bed of RINALDI BLVD., HURLIHE STREET AND PINE STREET.
10. Rights of utility companies to maintain their poles, wires and guys.
11. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon premises to maintain and repair the same.
12. Rights of tenants, lessees or parties in possession.
13. The full and actual consideration must be set forth in Deed to the insured.
14. All deeds submitted for recording, require an equalization and assessment form signed strictly by the actual sellers. Sellers attorney must submit at closing, an equalization and assessment form signed by sellers (no exceptions).
15. Water meter to be read and paid receipt to be produced at closing.
16. Receipts for current taxes to be produced at closing.
17. All parties will be required to provide Photo-Identification and Social Security Numbers to this Company's Representative at closing.
18. Premises benefit from a CITY OWNED exemption with respect to real property taxes. Upon transfer of title, said exemption may terminate and a retroactive tax may be imposed. Company excepts said retroactive tax and its potential.
19. Terms, conditions, covenants and restrictions as set forth in Letters Patent at Liber 269 cp 354, Liber 269 cp 443, Liber 405 cp 1, Liber 1374 cp 590 and Liber 1374 cp 594.

Continued On Next Page

Schedule B

Title Number: **02-NRA-DU-17000A**

20. Rights of the Federal and State Governments to regulate navigation and to establish Bulkhead, wharf and dock lines in the channel of the Hudson River.
21. Terms and conditions as set forth in Boundary Line Agreement in Liber 270 cp 215.
22. Notes, terms, conditions, etc. as set forth on Filed Map No. 427, No. 951 and No. 1304.
23. Excepting so much of the premises as was conveyed to New York Central Railroad and Hudson River Railroad Company at Liber 303 cp 370 and Liber 361 cp 559.
24. Boundary Line Agreement at Liber 379 cp 433.
25. Covenants, Restrictions and Easements in Liber 384 cp 509 and Liber 403 cp 223.
26. No title is insured to that portion of premises lying below the past or present high water mark of the Hudson River.
27. Terms and conditions as set forth in Agreement in Liber 407 cp 44.
28. Terms and conditions as set forth in Agreement in Liber 440 cp 372.
29. Easement with the City of Poughkeepsie at Liber 588 cp 46.
30. Easements as reserved in Liber 613 cp 357 and Liber 625 cp 43.
31. Utility Company Agreements at Liber 765 cp 129 and Liber 1000 cp 31
32. Excepting so much of the premises as appropriated by the State of New York at Liber 1091 cp 454 (Clerk's Minutes 1962/1663).
33. Excepting so much of the premises as was appropriated by the United States of America in Liber 720 cp 4.
34. Emergency Access Easements as set forth in Liber 1110 cp 568 and Liber 1110 cp 571.
35. FOR INFORMATION: Railroad Crossing Rights in Liber 269 cp 350 and released in Liber 405 cp 491.
36. Proof is required that rights of pumping station are terminated as set forth in Liber 1195 cp 211.
37. Subject to rights, reservations and easements as set forth in Liber 1255 cp 647.
38. Subject to underwriting approval; Company reserves the right to amend Report accordingly.
39. Subject to future Letters Patent and Easements from the People of the State of New York (Office of General Land Services) for proposed marina.
40. Upon receipt of certified survey and Schedule "A", Company to amend Report accordingly.

Survey Reading

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**UPON RECEIPT OF CERTIFIED SURVEY, SURVEY READING AND AFFIRMATIVE
LANGUAGE TO BE ADDED TO TITLE REPORT**

Tax Search

Account Number:

Title Number: **02-NRA-DU-17000A**

Municipality

Year of Roll **2001**

City of Poughkeepsie

Section

Block

Lot

Grid **1300-6061-43-752749**

Assessed Valuation Land

26,600.00 Total

26,600.00

Exemption

26,600.00 Type

13350(Wholly

Assessed To

City of Poughkeepsie

Rinaldi Blvd.

Lot Size **13.40 Acres**

Class **330**

School District **Poughkeepsie CSD**

Code

Taxes

Note: **2002 CITY OF POUGHKEEPSIE TAXES**

WHOLLY EXEMPT

2002-03 POUGHKEEPSIE SCHOOL TAXES

WHOLLY EXEMPT

Tax Search

Account Number:

Title Number: **02-NRA-DU-17000A**

Municipality

Year of Roll **2001**

City of Poughkeepsie

Section

Block

Lot

Grid **1300-6061-25-752894**

Assessed Valuation Land

50,000.00 Total

126,300.00

Exemption

126,300.00 Type

13350(Wholly)

Assessed To

**City of Poughkeepsie
1 Hurlihe Street**

Lot Size **7.10 Acres**

Class **850**

School District **Poughkeepsie CSD**

Code

Taxes

Note: **2002 CITY OF POUGHKEEPSIE TAXES**

WHOLLY EXEMPT

2002-03 POUGHKEEPSIE SCHOOL TAXES

WHOLLY EXEMPT

Mortgages

Title Number **02-NRA-DU-17000A**

NONE OF RECORD

Schedule A Description

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Title Number 02-NRA-DU-17000A

ALL that tract or parcel of land situate on the west side of South Water Street in the City of Poughkeepsie, lying south and west of a certain tract of land heretofore conveyed by the De Laval Separator Co. to the City of Poughkeepsie by a deed bearing date the 30th day of April, 1914, and recorded in the Dutchess County Clerk's Office in Book 384 of Deeds at pages 507, etc., bounded and described as follows:

BEGINNING in the southerly line of the roadway or tract of land conveyed as aforesaid at a point, which point shall be easterly of a building which on a map of the conveyance referred to on file in the Dutchess County Clerk's Office No. 951 is designated as a store house, said point or place of beginning shall be where a line drawn parallel with the north line of said store house building, and two feet northerly therefrom shall intersect the wall on the south side of said roadway; thence in a westerly direction, and in a line which shall be parallel with the north line of said store house building; and two feet northerly therefrom keeping always in a straight line to the edge of the dock; thence in a northerly direction keeping always along the edge of the dock to a point in the west edge of said dock where a small pier or dock is built out to the west; thence westerly along the south line of said pier or dock to the southwest corner thereof; thence northerly along the west edge of said pier or dock to a point near the northwest corner thereof, and being in the line of lands conveyed to the City by the said De Laval Separator Company as aforesaid; thence in an easterly direction keeping in the south line of lands conveyed to the City as aforesaid to a corner of land conveyed to the said City as aforesaid; thence south 9 degrees 15 minutes east 106 feet; thence south 19 degrees 55 minutes east 79 feet; thence south 35 degrees 55 minutes east 53 feet; thence in a southeasterly direction in a straight line to the point or place of beginning.

ALSO ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Poughkeepsie, County of Dutchess and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Pine Street where said southerly side of Pine Street adjoins the westerly exterior line of the lands of the New York Central Railroad Company;

running thence in a southerly direction along

said westerly exterior line of the New York Central Railroad Company lands, the following courses and distances:

on a curve to the left, having a radius of 3146.00 feet, a distance of 417.91 feet to a point;

running thence South 39° 47' 10" East 14.86 feet to a point of curve;

Schedule A Description

running thence southerly on a curve to the left, having a radius of 3136.00 feet, a distance of 519.21 feet to a point;

running thence South 82° 31' 30" West 5.0 feet to a point of curve;

running thence southerly on a curve to the left, having a radius of 3141.00 feet, a distance of 233.14 feet to a point;

running thence South 11° 20' 00" East 109.60 feet;

South 78° 40' 00" West 3.10 feet;
 South 9° 31' 40" East 183.06 feet;
 South 11° 20' 00" East 25.00 feet;
 South 84° 00' 30" West 7.16 feet and
 South 11° 20' 00" East 515.86 feet to a point;

thence leaving said westerly exterior line of the lands of the New York Central Railroad Company and running along lands now or formerly of Norfe Realty Corp. and along a chain link fence and dyke, South 80° 10' 00" West 249.77 feet to a point;

running thence along the easterly bank of the Hudson River, the following courses and distances:

North 9° 34' West 28.62 feet;
 North 9° 58' 20" West 50.01 feet;
 North 9° 51' 30" West 97.48 feet;
 North 10° 24' 40" West 111.56 feet;
 North 9° 15' 10" West 94.48 feet;
 North 9° 48' 10" West 147.83 feet;
 North 53° 53' 50" West 33.65 feet;
 North 9° 52' 00" West 181.00 feet;
 North 9° 51' 50" West 300.59 feet;
 North 41° 15' 20" East 67.87 feet;
 North 9° 58' 00" West 376.73 feet;
 North 84° 52' 30" East 3.02 feet;
 North 10° 16' 10" West 94.86 feet;
 North 10° 19' 20" West 111.56 feet;
 North 10° 57' 40" West 43.23 feet;
 Due West 1.32 feet;
 North 10° 36' 00" West 80.63 feet;
 North 10° 19' 10" West 29.08 feet;
 North 9° 55' 00" West 48.78 feet;
 North 10° 19' 10" West 45.99 feet;
 North 15° 37' 30" West 28.77 feet;
 North 18° 23' 30" West 25.70 feet;
 North 17° 58' 30" West 9.46 feet;
 North 14° 55' 30" West 21.59 feet;
 North 13° 49' 30" West 20.34 feet;
 North 65° 06' 20" East 3.99 feet and
 North 15° 04' 30" West 219.87 feet to a point;

Schedule A Description

Title Number 02-NRA-DU-17000A

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thence along lands of the City of Poughkeepsie, North $76^{\circ} 12'$ East 129.24 feet and North $63^{\circ} 35' 40''$ East 4.81 feet to the southerly side of Navigation Street; and

thence along said southerly side of Navigation Street the following courses and distances:

South $89^{\circ} 30' 10''$ East 23.07 feet;
North $88^{\circ} 11' 50''$ East 19.07 feet;
North $85^{\circ} 44' 50''$ East 27.79 feet;
North $76^{\circ} 04' 20''$ East 10.14 feet;
North $59^{\circ} 43' 40''$ East 50.07 feet; and
North $47^{\circ} 05' 00''$ East 57.80 feet to the westerly side of South Water Street;

running thence along the westerly side of South Water Street, South $4^{\circ} 18' 10''$ East 294.68 feet, and South $55^{\circ} 08' 20''$ East 42.02 feet to a point;

running thence along the southerly side of Pine Street, North $65^{\circ} 24' 10''$ East 111.26 feet and North $66^{\circ} 20' 40''$ East 13.83 feet to the point of beginning.

ALSO All those parcels of land, now or formerly under the waters of the Hudson River, situated in the City of Poughkeepsie, County of Dutchess, State of New York, bounded and described as follows:_____

PARCEL B

Beginning at a point in the westerly right-of-way line of the Penn-Central Railroad, being in the division line between grants of land under water to Richard Davis by patent dated March 26, 1801 and James Hooker by patent dated July 26, 1855, said point also being 42.00 feet westerly measured radially from Station 384+211.72 of the monumented center line of the Penn-Central Railroad; thence southerly along said westerly right-of-way line; along a curve to the left concentric with said railroad centerline and 42 feet westerly therefrom, a distance of 519.21'; thence S $82^{\circ} 31' 30''$ W 5.00' and again southerly along a curve to the left concentric with said railroad centerline and 47' westerly therefrom, a distance of 186.48' to its intersection with the former shoreline of the Hudson River; thence along said former shoreline the following courses and distances: S $10^{\circ} 29' 50''$ W 26.44', S $5^{\circ} 50' 00''$ E 73.00', S $8^{\circ} 15' 00''$ E 71.00', S $5^{\circ} 13' 00''$ W 38.00', S $13^{\circ} 10' 00''$ E 50.00', S $5^{\circ} 40' 00''$ W 55.00', S $15^{\circ} 30' 00''$ W 15.00', and S $44^{\circ} 15' 00''$ W 23.00' to the northerly line of a grant of land under water to John Reade by patent dated February 2, 1801, being also the southerly line of said grant of land under water to James Hooker by patent dated July 26, 1855 and the southerly line of a grant of land under water to William Williams dated November 24, 1808; thence along said northerly grant line to Reade and said southerly grant line to Williams and Hooker and the southerly line of a grant of land under water to James Hooker by patent dated August 24, 1858, S $83^{\circ} 55' 00''$ W 153.00' to the westerly line of said Hooker grant of August 24, 1858; thence along said westerly grant line N $5^{\circ} 21' 45''$ W 476.07' to a point in the westerly line of said grant to James Hooker dated July 26, 1855; thence along said westerly line N $6^{\circ} 15' 00''$ W 100.00' to the westerly line of said

Schedule A Description

Title Number 02-NRA-DU-17000A

grant to James Hooker dated August 24, 1858; thence along the last mentioned westerly grant line N 10° 33' 00" W 455.00' to the northwesterly corner of said grant being the southwesterly corner of the first mentioned grant to Richard Davis by patent dated March 26, 1801; thence along the southerly line of said Davis grant and the northerly line of said grants to Hooker dated August 24, 1858 and July 26, 1855, N 81° 01' 10" E 254.04' to the point of beginning, containing 4.74 acres more or less.

Being portions of the lands under water conveyed to James Hooker by patents dated July 26, 1855 and August 24, 1858 and William Williams by patent dated November 24, 1808.

PARCEL C

Beginning at a point in the former shoreline of Hudson River, being in the division line between grants of land under water to John Reade by patent dated February 2, 1801 and William Williams by patent dated November 24, 1808 and James Hooker by patent dated July 26, 1855, said point also being 118.35' measured westerly at right angle from Station 383+182.99 of the monumented centerline of the Penn-Central Railroad; thence along the said former shoreline S 15° 33' 30" E 130.78' to the southerly line of said grant to John Reade; thence along said grant line and partially along the northerly line of a grant of land under water to Alcander Fox by patent dated May 3, 1855, S 83° 55' 00" W 174.90' to the westerly line of the Reade grant; thence along said westerly grant line N 5° 55' 00" W 129.00' to the northerly line of said grant, being also the southerly line of a grant of land under water to William Williams by patent dated November 24, 1808 and the southerly line of a grant of land under water to James Hooker by patent dated August 24, 1858; thence along said grant line and partially along the southerly line of a grant of land under water to James Hooker by patent dated July 26, 1855, N 83° 55' 00" E 153.00' to the point of beginning, containing 0.49 acres more or less.

Being the lands under water conveyed to John Reade by patent dated February 2, 1801.

PARCEL D

Beginning at a point in the westerly line of a grant of land under water to Alcander Fox by patent dated May 3, 1855, said point being 312.72' westerly measured at right angle from Station 382+643.58 of the monumented centerline of the Penn-Central Railroad; thence along the westerly side of said grant N 7° 19' 00" W 426.04' to the northerly side of said grant being the southerly side of a grant of land under water to John Reade by patent dated February 2, 1801; thence along said grant line N 83° 55' 00" E 84.00' to the former highwater line of the Hudson River; thence along said former highwater line the following courses and distances: S 6° 05' 00" E 86.00', N 83° 55' 00" E 90.00', S 60° 10' 00" E 13.00', S 33° 25' 00" E 21.00', S 12° 45' 00" E 55.00', Due south, 32.00'; S 19° 10' 00" W 85.00' S 41° 10' 00" W 36.00', S 77° 50' 00" W 16.00', N 78° 20' 00" W 11.00', S 58° 45' 00" W 53.00', S 28° 00' 00" W 17.00', S 39° 00' 00" W 20.00', S 11° 05' 00" E 26.00', S 12° 40' 00" W 37.00', and S 24° 15' 00" E 15.16' to its intersection with the division line between lands of Norfe Realty Corp. on the south and The City of Poughkeepsie on the north; thence along said division line S 80° 10' 00" W 22.37' to the point of beginning, containing 1.16 acres more or less.

Being a portion of the lands under water conveyed to Alcander Fox by patent dated May 3, 1855.

Schedule A Description

PARCEL E

Beginning at a point in the westerly right-of-way line of the Penn-Central Railroad, being in the division line between grants of land under water to Richard Davis by patent dated March 26, 1801 and James Hooker by patent dated July 26, 1855, said point also being 42.00' westerly measured radially from Station 384+211.72 of the monumented center line of the Penn-Central Railroad; thence along said grant line division and the northerly line of a grant of land under water to James Hooker by patent dated August 24, 1858, S 81° 01' 10" W 254.04' to the westerly side of said grant to Davis; thence along said westerly side N 8° 58' 50" W 459.36' to the northerly side of said Davis grant; thence along said northerly side N 81° 01' 10" E 287.08' to a point in the former shoreline of the Hudson River; thence along said shoreline the following courses and distances: S 37° 16' 30" W 152.83', S 18° 29' 00" W 83.00', S 20° 28' 30" E 65.00', S 61° 54' 00" E 48.00', S 37° 31' 00" E 91.00', and S 18° 30' 00" E 84.00' to its intersection with the westerly right-of-way line of the Penn Central Railroad; thence along said right-of-way line along a curve to the left concentric with said railroad centerline and 52' westerly therefrom a distance of 11.00'; thence continuing along said right-of-way line S 39° 47' 10" E, 14.86' to the point of beginning, containing 2.14 acres more or less.

Being the lands under water conveyed to Richard Davis by patent dated March 26, 1801.

ALSO All that tract or parcel of land now or formerly under the waters of the Hudson River situated in the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point in the westerly line of a grant of land under water to Alcander Fox by patent dated May 3, 1855, at its intersection with the division line between lands of The City of Poughkeepsie on the north and Norfe Realty Corp. on the south, said point also being 312.72 feet westerly measured at right angle from Station 382+643.58 of the monumented centerline of the Penn-Central Railroad; thence along the extension of said division line S 80° 10' 00" W 28.88'; thence N 9° 55' 00" W 2232.33' and N 76° 12' 00" E 120.06' to the former highwater line of the Hudson River; thence along said former highwater line the following courses and distances: S 60° 25' 00" E 9.23', N 87° 15' 00" E 37.00', S 72° 15' 00" E 22.00', S 77° 35' 00" E 55.00' and S 54° 05' 00" E 224.00' to the northeasterly corner of a grant of land under water to Richard Davis by patent dated March 26, 1801; thence along the northerly side of said Davis Grant S 81° 01' 10" W 287.08' to the westerly line of said grant; thence along said westerly line S 8° 58' 50" E 459.36' to the northwesterly corner of a grant of land under water to James Hooker by patent dated August 24, 1858; thence along the westerly side of said Hooker grant, S 10° 33' 00" E 455.00' to the northwesterly corner of a grant of land under water to said James Hooker by patent dated July 26, 1855; thence along the westerly line of said Hooker grant of 1855 S 6° 15' 00" E 100.00' to the westerly line of the beforementioned grant to James Hooker dated August 24, 1858; thence along said westerly

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line of said 1858 grant and partially along the westerly line of a grant of land under water to William Williams by patent dated November 24, 1808 S 5° 21'45" E 476.07' to the northwesterly corner of a grant of land under water

to John Reade by patent dated February 2, 1801; thence along the westerly side of said Reade grant S 5° 55'00" E 129.00' to the northwesterly corner of a grant of land under water to Alcander Fox by patent dated May 3, 1855; thence along the westerly line of said Fox grant S 7° 19'00" E 426.04' to the point of beginning, containing 4.92 acres more or less.

TAX316 B
ACCOUNT- 391020 GRID- 6061517736160000 LOCATION- 99 PROSPECT ST
ACCTYPE- A DESCRIPT- 2.20 AC 000
LANDUSE- 441 MAP/NUMB-

OWNER-NAME/ADDRESS
NORFE REALTY CORP
154 GARDEN ST
POUGHKEEPSIE NY

LAND/VALUE BLDG/VALUE
27,000 82,000

***** EXEMPT VALUES *****
EX/CODE AMOUNT EX/CODE AMOUNT
1- 6-
2- 7-
3- 8-
4- 9-
5- 10-

12601

COUNTY/ASSESS. CITY/ASSESS.
109,000 109,000

~~6061 27 752894~~

TAX315 B
ACCOUNT- 391050
ACCTYPE- G
LANDUSE- 330

GRID- 6061437527490000

LOCATION- RINALDI BLVD
DESCRIPT- 13.4 AC
MAP/NUMB-

OWNER-NAME/ADDRESS
CITY OF POUGHKEEPSIE
P O BOX 300
POUGHKEEPSIE NY

LAND/VALUE
26,600

BLDG/VALUE

12602

***** EXEMPT VALUES *****			
EX/CODE	AMOUNT	EX/CODE	AMOUNT
1- 13350	26600	6-	
2-		7-	
3-		8-	
4-		9-	
5-		10-	

COUNTY/ASSESS.

CITY/ASSESS.

DeLAVAL

TAX315 B
ACCOUNT- 243450 GRID- 6061277528940000 LOCATION- 1 HURLIHE ST
ACCTYPE- G DESCRIPT- 7.1 AC
LANDUSE- 850 MAP/NUMB-

OWNER-NAME/ADDRESS LAND/VALUE BLDG/VALUE
CITY OF POUGHKEEPSIE 50,000 76,300
P O BOX 300
POUGHKEEPSIE NY

***** EXEMPT VALUES *****
EX/CODE AMOUNT EX/CODE AMOUNT
1- 13350 126300 6-
2- 7-
3- 8-
4- 9-
5- 10-

12602

COUNTY/ASSESS.

CITY/ASSESS.

STP