 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.


8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: **Pullman & Comley LLC**

ALTA ® Universal ID:

Commitment No.: **CT6454237**

Property Address: **0 Hotchkiss Terrace, Ansonia, Connecticut and 677 South Main Street & 769 Derby Avenue, Seymour, Connecticut**

Revision No.:

Issuing Office:

Loan ID No.:

Issuing Office File No.:

SCHEDULE A

1. Commitment Date: **June 20, 2023 at 5:00 p.m.**

2. Policy or Policies to be issued:

(a) ☐ ALTA® Owner's Policy of Title Insurance (6-17-06)

☐ EAGLE Owner's Policy (2-3-10)

Proposed Insured:

Proposed Policy Amount: \$

(b) ☐ ALTA® Loan Policy of Title Insurance (6-17-06)

☐ EAGLE Loan Policy (7-26-10)

Proposed Insured:

Proposed Policy Amount: \$

(c) ☐ ____ ALTA ® ____ Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Kinneytown Hydro Company, Inc.

5. The Land is described as follows:

0 Hotchkiss Terrace, Ansonia, Connecticut and

769 Derby Avenue, Seymour, Connecticut

677 South Main Street, Seymour, Connecticut

See Schedule A, Property Description, attached

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SCHEDULE A - PROPERTY DESCRIPTION

PARCEL ONE:

ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Ansonia, County of New Haven and State of Connecticut, being bounded and described as follows:

COMMENCING at a point at the intersection of the Seymour-Ansonia Town line and the easterly line of land now or formerly of the New York, New Haven and Hartford Railroad Company; THENCE in a southwesterly and southerly direction along said easterly line of the New York, New Haven and Hartford Railroad Company 3,070 feet, more or less, to a point in the northerly line of land now or formerly of American Brass Company L.P. (Parcel No. 1); THENCE North 66° 09' 10" East along said Parcel No. 1, 115.12 feet to a point in the westerly line of North Fourth Street, so-called; THENCE in a northwesterly direction the following two (2) courses and distances: North 31° 32' 45" West, 31.89 feet, North 10° 19' 45" West, 205.3 feet; THENCE in a northeasterly and northwesterly direction the following eight (8) courses and distances: North 15° 40' East, 642.8 feet; North 32° 48' East, 317 feet; North 8° 39' 40" East, 396 feet; North 2° 46' East 393.2 feet; North 32° 33' West, 267.7 feet; North 59° 43' West, 651.34 feet, North 38° 13' West, 448.1 feet; North 18° 50' East, 178 feet, more or less, to a point in the Seymour-Ansonia Town line, 450 feet, more or less, to the point of commencement:

TOGETHER WITH such rights, benefits and/or privileges as set forth in: (a) instrument dated July 19, 1904 and recorded in Volume 17 at Page 369, (b) an instrument dated April 15, 1936 and recorded in Volume 61 at Page 449, (c) deed dated September 9, 1931 and recorded in Volume 60 at Page 198, (d) deed dated November 20, 1985 and recorded in Volume 205 at Page 614, and (e) certain letter unrecorded letters agreements with Metro-North Commuter Railroad in connection with power lines and crossing of railroad properties referenced in a deed dated April 15, 1986 and recorded in Volume 206 at Page 739, all of the Ansonia Land Records.

PARCELS TWO AND THREE:

ALL THOSE TWO CERTAIN pieces or parcels of land, together with the buildings and improvements thereon on the easterly side of Connecticut Route 8, so-called in the Town of Seymour, Country of New Haven, State of Connecticut and being bounded and described on the map referred to herein as follows:

PARCEL A: COMMENCING at a point in the easterly line of Connecticut Route 8 at its intersection with the southerly line of land herein described, said point also being on the Seymour-Ansonia town line and located westerly of the Naugatuck River; THENCE running along the easterly line of Connecticut Route 8, so-called, N12°20'57" W, 588.73 feet; THENCE proceeding along said easterly line of Connecticut Route 8 in a curve to the right having a radius of 1784.86 feet, a distance of 996.77 feet to a point; THENCE proceeding along Connecticut Route 8, N39°07'55"E, a distance of 133.40 feet to a point; THENCE N32°00'29"E, 1.38 feet to land now or formerly of the State of Connecticut; THENCE proceeding northeasterly along land of said State of Connecticut and land of Town of Seymour, each in part, twelve courses: N64°47'01"E, 104.80 feet; N50°51'12"E, 168.18 feet; N37°11'01"E, 123.03 feet; N30°53'35"E, 161.92 feet; N53°23'12"E, 353.30 feet; N54°42'41"E, 103.57 feet; N34°10'42"E, 160.83 feet; N26°03'11"E, 173.49 feet; N32°40'55"E, 176.71 feet; N26°57'40"E, 249.85 feet; N59°46'51"W, 12.85 feet; N26°45'59"E, 192.46 feet to a point and the easterly line of Derby Avenue; THENCE proceeding northeasterly along the easterly line of Derby Avenue and along the easterly line of Connecticut Route 8, each in part, in a curve to the left having a radius of 340.00 feet; a distance of 293.96 feet to a point; THENCE proceeding northeasterly along the easterly line of Connecticut Route 8, three courses: N7°30'13"E, 238.69 feet; N21°05'19"E, 1119.14 feet; N24°16'41"E, 275.74 feet to a point; THENCE proceeding northeasterly along Connecticut Route 8 in a curve to the left having a radius of 5839.58 feet a distance of 268.05 feet to a point; THENCE proceeding along Connecticut Route 8 N17°48'17"E, 78.77 feet; THENCE proceeding northerly in a curve to the right having a radius of 2181.83 feet, a distance of 265.81 feet; THENCE proceeding along Connecticut Route 8, three courses: N17°48'12"E, 436.03 feet; S73°42'04"E, 58.00 feet; N19°40'09"E, 524.96 feet to a point; THENCE proceeding northeasterly along a curve to the left having a radius of 890.00 feet, a distance of 420.99 feet to a point and the easterly line of Derby Avenue; THENCE proceeding N16°19'30"E along Derby Avenue a distance of 111.84 feet to the southerly line of land now or formerly Town of Seymour; THENCE proceeding southeasterly along the southerly line of land now or formerly Town of

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Seymour and Penn Central Corporation each in part, two courses: S50°42'51"E, 175.92 feet; 72°51'31"E, 60.00 feet to a point; said point being 50.00 feet westerly of the Penn Central Corporation's monumented center line of 1911, and opposite station 717 + 40 of the center line of the original right of way of the Naugatuck Railroad Company; THENCE southerly distant 50.00 feet westerly from and parallel to said monumented center line of 1911 along tangents and curves as follows: S20°08'26"W, 1300.00 feet to a point; THENCE southerly on a curve to the left having a radius 2814.93 feet, a distance of 287.82 feet; THENCE S27°28'06"W, 618.00 feet to a point opposite station 668 of said original center line of right of way of the Naugatuck Railroad Company; THENCE S62°31'54"E, 25.00 feet; THENCE S27°28'06"W, 1021.40 feet to a point; THENCE southerly on a curve to the right having a radius of 2839.93 feet, a distance of 250.58 feet to a point; THENCE S32°31'26"W, 587.76 feet to a point; THENCE southerly on a curve to the right having a radius of 2267.01 feet, a distance of 394.57 feet to a point; THENCE S42°29'46"W, 129.93 feet to a point; THENCE southerly on a curve to the left having a radius 2279.45 feet, a distance of 192.07 feet to a point; THENCE southerly on a curve to the left having a radius of 1306.46 feet, a distance 295.67 feet to a point; THENCE S24°42'06"W, 204.65 feet to a point opposite station 637 of said original center line of right of way of the Naugatuck Railroad Company; THENCE N65°15'54"W, 25.00 feet to a point; THENCE S24°42'06"W, 218.00 feet to a point; THENCE southerly on a curve to the left having a radius of 1912.33 feet, a distance of 153.35 feet to a point; THENCE southerly on a curve to the left having a radius of 1470.85 feet, a distance of 388.50 feet to a point and the Seymour-Ansonia town line; THENCE S57°38'42"W, along said Seymour-Ansonia town line, 444.74 feet to point and place of commencement.

Parcel "B"

Commencing at a point in the westerly line of South Main Street - Connecticut Rte. #115 at the southeasterly corner of land, now or formerly of Peyton and Rose F. Anderson (formerly Seymour Grain and Coal Co.); thence proceeding southerly along South Main Street in two courses:

S52°46'54"W, 25.00 feet;
S15°58'49"W, 283.95 feet;

to a monument and the northeasterly corner of land now or formerly Maria and Luigi Manfredi; thence proceeding N71°48'54"W along the northerly line of said Maria and Luigi Manfredi a distance of 140.36 feet to a monument and the northwesterly corner of land of said Maria and Luigi Manfredi; thence proceeding generally southwesterly along the easterly line of land herein described in ten courses:

S14°50'47"W, 412.80 feet;
S27°55'10"W, 478.22 feet;
S38°47'41"W, 653.90 feet;
S30°14'11"W, 471.95 feet;
S31°37'41"W, 290.29 feet;
S49°38'51"W, 295.94 feet;
S14°13'51"W, 312.71 feet;
S12°21'11"W, 116.19 feet;
S24°06'21"W, 200.20 feet;
S 9°10'21"W, 218.39 feet;

to a point and the Seymour-Ansonia town line; thence proceeding S57°38'42"W along said Seymour-Ansonia town line a distance of 477.57 feet to the easterly line of land now or formerly Penn Central Corporation; thence proceeding northeasterly along the easterly line of said Penn Central Corporation, said line being easterly and 25.00 feet distant of the center line of the Penn Central Corporation's monumented center line of 1911 along tangents and curves as follows:

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northerly on a curve to the right having a radius of 1395.85 feet, a distance of 310.56 feet to a point; thence northerly on a curve to the right having a radius of 1837.33 feet, a distance of 147.33 feet to a point; thence N24°42'06"E, 422.65 feet to a point; thence northerly on a curve to the right having a radius of 1256.46 feet, a distance of 284.35 feet to a point; thence northerly on a curve to the right having a radius of 2229.45 feet, a distance of 187.86 feet to a point; thence N42°29'46"E, 129.93 feet to a point; thence northerly on a curve to the left having a radius of 2317.01 feet, a distance of 403.27 feet to a point; thence N32°31'26"E, 587.76 feet to a point; thence northerly on a curve to the left having a radius of 2889.93 feet, a distance of 254.99 feet to a point; thence N27°28'06"E, 1396.55 feet to a point and the southerly line of said Peyton and Rose F. Anderson; thence S70°14'55"E, 170.69 feet to a point; thence S61°48'55"E, 59.56 feet to point and place of commencement. Said piece or parcel contains 17.89 acres, more or less.

Said above described and bounded Parcels "A" and "B" being more particularly shown and depicted on a certain map entitled "Map of Land - Atlantic Richfield Company, Seymour, Connecticut, Scale: 1" = 100', Sept. 24, 1985" comprised of three sheets, said map prepared by Michael H. Horbal, Registered Land Surveyor of Seymour, Connecticut.

 First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII	ISSUED BY First American Title Insurance Company

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
5. The Seller/Borrower must execute the Company's Owner's Affidavit
6. If there is a current survey of the Land, the Seller/Borrower must complete the survey update portion of the Company's Owner's Affidavit. The survey must be submitted, and any adverse matters shown on the survey must be excepted on Schedule B.
7. If labor or materials have been supplied to the premises within the 90 days prior to and including the Date of Policy, or if labor and/or materials have been contracted for future construction or if any contractor has been hired for contemplated work, service or materials, the Company's applicable affidavits, indemnities, subordinations and/or lien waiver forms must be fully completed and submitted prior to closing, all in accordance with the Company's current underwriting standards and guidelines.
8. If there are tenants or parties in possession other than recorded leases shown in Schedule B, rights of those tenants and parties in possession must be excepted on Schedule B.
9. All municipal taxes, special tax district taxes, water and sewer use charges, and municipal and private association charges and/or assessments including common interest community common charges and special assessments must be paid current to date of policy.
10. Authority documentation for the transaction and the entities involved as may be required by the Company.
11. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

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Schedule BI & BII	ISSUED BY First American Title Insurance Company

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties other than the insured in actual possession or under unrecorded leases of any or all of the land.
3. Easements or claims of easements not shown by the public records, encroachments, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate survey of the Land.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Liens for taxes and assessments which become due and payable subsequent to date of policy.
6. Water and sewer use charges as may be due and payable.
7. Real estate taxes to the City of Ansonia on the list of October 1, 2021, due and payable July 1, 2022 and January 1, 2023

List No. 00026270, Map 11, Block 3, Lot 35.
Assessment: \$294,030.00, Total Tax: \$11,114.34; (unpaid and delinquent)

8. Real estate taxes to the Town of Seymour on the list of October 1, 2021, due and payable July 1, 2022 and January 1, 2023.(as to 677 South Main Street)

List No. 017111, Map 11, Block 3, Lot 35.
Assessment: \$87,430.00, Total Tax: \$3,111.64; (\$2,149.28 remains unpaid and delinquent)

9. Real estate taxes to the Town of Seymour on the list of October 1, 2021, due and payable July 1, 2022 and January 1, 2023.(as to 769 Derby Avenue)

List No. 017111, Map 12, Block 4, Lot 34.
Assessment: \$268,100.00, Total Tax: \$9,541.68; (first half paid, second half unpaid and delinquent)

10. Real estate taxes on the list of October 1, 2022, not yet due and payable.

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11. Sewer and water use charges as may be due and payable to the Water Pollution Control Authority for the City of Ansonia. Call (203) 736-5905 for information.
12. Charges as may be due and payable to the Water Pollution Control Authority for the Town of Seymour. Call (203) 735-8087 for information.
13. Water charges as may be due and payable to the South Central Connecticut Regional Water Authority. Call (203) 562-4020 for information.
14. Real estate tax lien in favor of the City of Ansonia for taxes on the list of October 1, 2020, in the amount of \$10,103.94 recorded in Volume 601 at Page 605 of the Ansonia Land Records.
15. Real estate tax lien in favor of the City of Ansonia for taxes on the list of October 1, 2021, in the amount of \$11,114.34 dated June 1, 2023 recorded in Volume 613 at Page 891 of the Ansonia Land Records.
16. Special Sewer Use Lien in favor of the City of Ansonia in the amount of \$187.50, dated May 11, 2021 and recorded in Volume 589 at Page 1103 of the Ansonia Land Records.
17. Special Sewer Use Lien in favor of the City of Ansonia in the amount of \$375.00, dated May 9, 2022 and recorded in Volume 604 at Page 113 of the Ansonia Land Records.
18. Special Sewer Use Lien in favor of the City of Ansonia in the amount of \$345.00, dated May 12, 2023 and recorded in Volume 613 at Page 256 of the Ansonia Land Records.
19. Real estate tax lien in favor of the Town of Seymour for taxes on the list of October 1, 2021, in the amount of \$4,770.84 dated April 4, 2023 and recorded in Volume 626 at Page 350 of the Ansonia Land Records. (as to 769 Derby Avenue)
20. Real estate tax lien in favor of the Town of Seymour for taxes on the list of October 1, 2021, in the amount of \$2,149.28 dated April 4, 2023 and recorded in Volume 626 at Page 351 of the Ansonia Land Records. (as to 677 South Main Street)
21. Contract for the Purchase and Sale of Electric Energy between The Connecticut Light and Power Company and Kinneymtown Hydro Company, Inc. dated December 2, 1986 and recorded in Volume 229 at Page 27 of the Ansonia Land Records and in Volume 162 at Page 731 of the Seymour Land Records
22. Open-End Electricity Purchase Agreement, Mortgage and Security Agreement from Kinneymtown Hydro Company, Inc. to The Connecticut Light and Power Company dated April 29, 1988 and recorded in Volume 229 at Page 82 of the Ansonia Land Records and recorded in Volume 162 at Page 784 of the Seymour Land Records.
23. Step-In and Cure Rights Agreement by and between The Connecticut Light and Power Company and Kinneymtown Hydro Company, Inc. dated April 29, 1988 and recorded in Volume 229 at Page 133 of the Ansonia Land Records and in Volume 162 at Page 834 of the Seymour Land Records.
24. Right of way for railroad in favor of The Naugatuck Railroad Company dated March 3, 1848 and recorded in Volume 35 at Page 227 of the Derby Land Records.
25. Right of way for railroad in favor of The Naugatuck Railroad Company dated December 6, 1869 and recorded in Volume 47 at Page 563 of the Derby Land Records.
26. Right of way for railroad and rights of entry in favor of The Naugatuck Railroad Company dated April 15, 1936 and recorded in Volume 17 at Page 369 of the Ansonia Land Records.
27. Slope rights as set forth in a deed dated April 15, 1936 and recorded in Volume 61 at Page 449 of the Ansonia Land Records.

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28. Lines and grades on North Fourth Street as set forth in an instrument dated October 14, 1940 and recorded in Volume 72 at Page 315 of the Ansonia Land Records.
29. Rights and conditions as set forth in a Judgment on Declaration of Taking dated June 17, 1968 and recorded in Volume 161 at Page 886 and in a Judgment Lien in favor of dated September 26, 1973 and recorded in Volume 161 at Page 929, both of the Ansonia Land Records.
30. Passway rights as reserved in a deed dated August 26, 1859 and recorded in Volume 38 at Page 400 of the Derby Land Records.
31. Passway rights as reserved in a deed dated August 26, 1859 and recorded in Volume 38 at Page 404 of the Derby Land Records.
32. Passway rights as set forth in a deed dated February 11, 1854 and recorded in Volume 38 at Page 84 of the Derby Land Records.
33. Process Water Agreement dated November 20, 1985 and recorded in Volume 204 at Page 317 of the Ansonia Land Records and in Volume 140 at Page 159 of the Seymour Land Records.
34. Variations to said premises arising from changes, if any, to the Seymour-Ansonia Townline.
35. Easement Agreement in favor of CT Housing Services, LLC dated September 8, 2010 and recorded in Volume 493 at Page 434 of the Ansonia Land Records.
36. Passway Rights as reserved in a deed dated April 15, 1845 and recorded in Volume 30 at Page 510 of the Derby Land Records.
37. Rights of entry and to change flow of canal as set forth in an instrument dated July 19, 1904 and recorded in Volume 19 at Page 169, as modified by a deed dated April 15, 1936 and recorded in Volume 36 at Page 364, both of the Seymour Land Records.
38. Restrictions as set forth in an instrument dated November 26, 1927 and recorded in Volume 29 at Page 372 of the Seymour Land Records.
39. Easement dated April 3, 1935 and recorded in Volume 36 at Page 256 of the Seymour Land Records.
40. Slope rights as reserved in a deed dated April 15, 1936 and recorded in Volume 36 at Page 364 of the Seymour Land Records.
41. Easement in favor of the State of Connecticut dated August 26, 1941 and recorded in Volume 40 at Page 273 of the Seymour Land Records.
42. Boundary Line Agreement dated April 30, 1952 and recorded in Volume 51 at Page 106 of the Seymour Land Records.
43. Relinquishment of rights of access and grant in favor of the State of Connecticut as set forth in a deed dated May 13, 1957 and recorded in Volume 64 at Page 143 of the Seymour Land Records.
44. Drainage Easement in favor of the State of Connecticut dated May 13, 1957 and recorded in Volume 64 at Page 146 of the Seymour Land Records.
45. Relinquishment of rights of access and grant in favor of the State of Connecticut as set forth in a deed dated February 26, 1960 and recorded in Volume 70 at Page 74 of the Seymour Land Records and as set forth in a Certificate of Condemnation dated November 17, 1959 and recorded in Volume 69 at Page 55, both of the Seymour Land Records.

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46. Drainage Easements in favor of the State of Connecticut dated February 26, 1960 and recorded in Volume 70 at Page 77 of the Seymour Land Records.
47. Easement in favor of the State of Connecticut dated March 2, 1961 and recorded in Volume 73 at Page 221 of the Seymour Land Records.
48. Channel encroachment lines, facts, facts, conditions and encroachments as shown on Map Nos. 950, 951 and 952, all on file in the Office of the Seymour Town Clerk.
49. Notification of a High Hazard Dam or Significant Hazard Dam by the State of Connecticut dated January 29, 2008 and recorded in Volume 427 at Page 444 of the Seymour Land Records.
50. Rights of others in and to the Naugatuck River and to such of the subject premises as may be situated below the mean high water line thereof, as now or formerly established.
51. Rights of the United States Government, State of Connecticut, Town of Ansonia and/or Town of Seymour or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto and/or to establish any channel lines.
52. Riparian rights, littoral rights and/or easements of others in and to the waters of the Naugatuck River and to such of the subject premises below the mean high water mark or beneath the waters thereof.
53. Rights of the United States Government, the State of Connecticut and/or the Town of Seymour and/or the City of Ansonia, or any of their departments or agencies, to change and/or alter any harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from present lines.
54. Rights of the United States Government, the State of Connecticut and/or the Town of Seymour and/or the City of Ansonia or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.

END OF SCHEDULE BII

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