

## **OWNERSHIP OF LAND**

### **Exhibit VIII. c.2.a**

Below is a list of all ownership interests in the land for the past twenty years, including all easements, encumbrances, and other interests in the Project Site, which consists of Orange County Tax Lots 65.22 (the "Drake Parcel"), 70.2 ("Haber Parcel 1"), 89 ("Haber Parcel 2" and together with Haber Parcel 1, the "Haber Parcels"), 64 (the "LVL Parcel"), 74.2 ("Mathieu Parcel 1"), 75.2 ("Mathieu Parcel 2 and together with Mathieu Parcel 1, the "Mathieu Parcels"), 58 (the "Miller Parcel"), 54.211 (the "MLA Parcel"), 94 ("Pimm Parcel 1") and 95 ("Pimm Parcel 2" and together with Pimm Parcel 1, the "Pimm Parcels") in Section 31 Block 1. All citations below are to the public records of the Office of the Orange County Clerk.

#### **Fee Interests:**

- Drake Parcel
  - Arnold Garelick and Uri Sasson acquired the Drake Parcel by deed made from Frederick R. Paglen dated May 24, 1989 and recorded on June 2, 1989 at liber 3139 page 186.
  - Urarn Associates acquired the Drake Parcel by deed made from Arnold Garelick and Uri Sasson dated May 24, 1989 and recorded on June 2, 1989 at liber 3139 page 193.
  - Frederick R. Paglen (½ interest), Debra A. Drake, Dawn M. Steins and Michael L. Drake acquired the Drake Parcel by deed made from Warren Greher, as referee in an action to foreclose a prior mortgage against Urarn Associates, dated December 21, 1994 and recorded on January 4, 1995 at liber 4160 page 317.
  - Drury Development, LLC acquired ½ interest in the Drake Parcel by deed made from Louise Paglen, as executrix of the Last Will & Testament of Frederick Paglen, dated September 23, 2004 and recorded October 20, 2004 at liber 11647 page 817.
  - Thomas A. Tracy, Jr., Debra A. Drake, Dawn M. Steins and Michael L. Drake acquired the Drake Parcel by deed made from Mark D. Stern, as referee to action entitled Drury Development, LLC against Deborah A. Drake, Dawn M. Steins and Michael L. Drake (Lis Pendens filed 12/14/05 Index Number 2005-8932), dated November 20, 2006 and recorded on December 21, 2006 at liber 12327 page 1459.
  - Project Site Owner will acquire a fee interest in the Drake Parcel no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and between Debra Drake, Thomas A. Tracy, Jr., Dawn M. Steins and Michael L. Drake and Project Site Owner dated June 5, 2014 (the "Drake PSA", provided in Appendix VIII. C.2.b-3.
- Haber Parcels
  - Morton Haber and Priscilla Haber acquired Haber Parcel 1 by deed made from Morton Haber, Arnold Jay Wallace and Martin Ingerman dated March 21, 1972 and recorded on March 23, 1972 at liber 1901 page 816.
  - Morton Haber acquired Haber Parcel 2 by deed made from E. King Corey and Emma E. Corey dated September 8, 1969 at liber 1841 page 523.
  - Priscilla Haber acquired Haber Parcel 2 and the interests of her husband Morton Haber in Haber Parcel 1 by bequest from the Estate of Morton Haber, pursuant to the Last Will and Testament of Morton Haber, DDS, as attached to the Petition for Probate dated May 24, 2007 and filed in Orange County Surrogates Court on June 1, 2007 under Index Number 2007-393.
  - Project Site Owner will acquire a fee interest in the Haber Parcels no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and

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Sale Agreement by and between Priscilla Haber and Project Site Owner dated June 20, 2014 (the "Haber PSA", provided in Appendix VIII. C.2.b-4.

- LVL Parcel
  - Tamarind Development Corp. acquired the LVL Parcel by deed made from George W. Pixley dated June 23, 1972 and recorded on June 30, 1972 at liber 1911 page 53.
  - LVL Realty, LLC acquired the LVL Parcel by deed made from Tamarind Development Corp. dated January 8, 2007 and recorded on March 7, 2007 at liber 12382 page 876.
  - Project Site Owner will acquire a fee interest in the LVL Parcel no later than the earlier of (i) January 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and between LVL Realty, LLC and Project Site Owner dated June 10, 2014 (the "LVL PSA", provided in Appendix VIII. C.2.b-5.
- Mathieu Parcels
  - Armand H. Mathieu, Jr. and Barbara J. Mathieu acquired the Mathieu Parcels by deed made from Armand H. Mathieu dated July 3, 1987 and recorded July 21, 1987 at liber 2754 page 102.
  - Armand H. Mathieu, Jr. acquired the Mathieu Parcels by deed made from Armand H. Mathieu, Jr. and Barbara J. Mullin (f/k/a Barbara M. Mathieu) dated March 19, 2007 and recorded August 9, 2007 at liber 12503 page 1600.
  - Project Site Owner will acquire a fee interest in the Mathieu Parcels no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and Armand H. Mathieu, Jr. and Project Site Owner dated June 4, 2014 (the "Mathieu PSA", provided in Appendix VIII. C.2.b-6.
- Miller Parcel
  - Virginia Feola and Edna Schiefer acquired the Miller Parcel by deed made from Antoinette DiRenzo dated September 21, 1992 and recorded on November 27, 1992 at liber 3710 page 334.
  - TAZ Industries, Inc. acquired the Miller Parcel by deed made from Virginia Feola and Edna Schiefer dated July 1, 2003 and recorded on July 9, 2003 at liber 11112 page 1.
  - Kole S. Miller acquired the Miller Parcel by deed made from TAZ Industries, Inc. dated October 13, 2006 and recorded on January 4, 2007 at liber 12335 page 1252.
  - Project Site Owner will acquire a fee interest in the Miller Parcel no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and between Kole S. Miller and Project Site Owner dated June 5, 2014 (the "Miller PSA", provided in Appendix VIII. C.2.b-7.
- MLA Parcel
  - Montgomery Land Associates acquired the MLA Parcel by deed made from Lester Tour and Marcy Tour dated October 17, 1986 and recorded November 19, 1986 at liber 2609 page 213.
  - Project Site Owner will acquire a fee interest in the MLA Parcel no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and between Montgomery Land Associates and Project Site Owner dated June 5, 2014 (the "MLA PSA", provided in Appendix VIII. C.2.b-8.

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- Pimm Parcels
  - Normal J. Tremper and Maud Tremper acquired Pimm Parcel 1 by deed made from Catherine E. Delmage dated August 31, 1935 and recorded September 5, 1935 at liber 761 page 580.
  - Verticon, Ltd. acquired  $\frac{1}{4}$  interest in Pimm Parcel 1 by deed made from Eileen G. Hutson (as heir and distribute of Maude Tremper) dated February 13, 1999 and recorded September 16, 1999 at liber 5147 page 237.
  - Verticon, Ltd. acquired  $\frac{1}{4}$  interest in Pimm Parcel 1 by deed made from Jill A. Hughes (as heir and distribute of Maude Tremper) dated February 13, 1999 and recorded September 16, 1999 at liber 5147 page 237.
  - Verticon, Ltd. acquired  $\frac{1}{2}$  interest in Pimm Parcel 1 by deed made from Mabel Haberstroh (as heir and distribute of Maude Tremper) dated February 13, 1999 and recorded September 16, 1999 at liber 5147 page 237.
  - Joel S. Lever, Trustee, acquired Pimm Parcel 1 by deed made from Verticon, Ltd. dated June 23, 1999 and recorded September 16, 1999 at liber 5147 page 237.
  - George E. Pimm, Florence Pimm, Fred E. Pimm and Alta A. Pimm acquired Pimm Parcel 1 by deed made from Joel S. Lever, Trustee, dated April 20, 2000 and recorded June 18, 2014 at liber 13760 page 1824.
  - Murray Welch Holding corporation acquired Pimm Parcel 2 by deed made from George E. Pimm, Florence E. Pimm, Fred E. Pimm and Alta A. Pimm dated April 28, 1987 and recorded May 20, 1987 at liber 2715 page 250.
  - George E. Pimm, Florence Pimm, Fred E. Pimm and Alta A. Pimm acquired Pimm Parcel 2 by deed made from James Monell, Esq. (as referee appointed in action between George E. Pimm, Florence E. Pimm, Fred E. Pimm and Alta A. Pimm, plaintiffs, against Murray Welch Holding Corporation and the People of the State of New York, defendants) dated November 10, 1997 and recorded December 30, 1997 at liber 4690 page 199.
  - Project Site Owner will acquire a fee interest in the Pimm Parcels no later than the earlier of (i) March 31, 2015 and (ii) 60 days after a License has been awarded by the Commission, pursuant to that certain bargain and sale deed referenced in the Real Estate Purchase and Sale Agreement by and between Fred E. Pimm, Alta A. Pimm and Florence E. Pimm and Project Site Owner dated June 5, 2014 (the "Pimm PSA", provided in Appendix VIII. C.2.b-9 to Exhibit VIII.C.2.b, and together with the Drake PSA, the Haber PSA, the LVL PSA, the Mathieu PSA, the Miller PSA and the MLA PSA, the "PSAs").

### **Leasehold Interests:**

- Applicant will acquire a leasehold interest in the Project Site no later than 60 days after a License has been awarded by the Commission, pursuant to that certain Agreement of Lease (provided in Appendix VIII. C.2.b-2 referenced in the letter agreement regarding the Amended and Restated Option to Enter into an Access Agreement and Agreement of Lease for Certain Property by and between Applicant and the direct parent company of Project Site Owner executed on or before June 27, 2014 (the "Option to Lease", provided in Appendix VIII. C.2.b-1.

### **Other Interests**

As set forth on Schedule B-1 to the title insurance report covering the Project Site issued by Chicago Title Insurance Company, other interests in the Project Site are as follows:

- With respect to the Drake Parcel:
  - Covenants and Restriction in Liber 2107 Page 140.
  - Easement Agreement made by and between Urarn Associates with the Orange County Water Authority recorded in Liber 3495 Page 263.

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- Easement Agreement in Liber 2735 Page 136, as amended in Correction Easement recorded 12/1/1991 in Liber 3533 Page 177.
  - This Easement Agreement grants a 50 foot right-of-way in favor of lands now or formerly of Marc Lerner and Henry Pavlick d/b/a Lerner-Pavlick Realty Co. (Orange County Tax Lot 31-1-65.1, or "Lerner Parcel") affecting the eastern portion of the Drake Parcel for ingress and egress on foot or by vehicle from the southerly right-of-way of N.Y.S. Route 17K southerly to and along the westerly line of the Lerner Parcel, the location of which was modified by the Correction Easement and set out in Schedule B attached thereto.
- Drainage Rights as set forth in Deed recorded 12/21/06 in Liber 12327 Page 1459.
- Rights of others to the natural and unobstructed flow of the brook crossing premises.
- With respect to Haber Parcel 1:
  - Utility Company Easement with Central Hudson Gas & Electric Corporation and New York Telephone recorded 5/23/46 in Liber 999 Page 404.
  - Utility Company Easement with American Telephone and Telegraph Company recorded 6/14/41 in Liber 1047 Page 363.
  - Covenants, Restrictions, Easements and Agreements set forth in Agreement recorded 8/17/49 in Liber 1131 Page 588.
  - Utility Company Easement/Right of Way with American Telephone and Telegraph Company recorded 10/4/63 in Liber 1648 Page 941.
  - Right of Way as set forth in Liber 72 Page 280.
  - Rights of others to the natural and unobstructed flow of the brook crossing premises.
- With respect to the Haber Parcels:
  - Utility Company Easement/Right of Way with American Telephone and Telegraph Company recorded 6/11/71 in Liber 1875 Page 620.
- With respect to the LVL Parcel:
  - UCC/Financing statement filed 4/28/14 in Liber 13743 Page 1146, File Number 20140035545:
    - Debtor: LVL Realty, LLC and Arkel Motors, Inc.
    - Secured Party: Riverside Bank
    - Collateral: All furniture, fixtures and equipment, permits, licenses, accounts, contract proceeds, building materials, supplies, goods, now owned or hereafter affixed to, or used in connection with the premises and any and all replacements thereof, and additions thereto and in the proceeds, rents, issues and profits arising therefrom and an assignment of plans and specifications with respect thereto.
  - Assignment of Leases and Rents dated 3/31/14, recorded 4/9/14 in Liber 13736 Page 1453 made by LVL Realty LLC with Riverside Bank. Further secures Mortgages, as consolidated, in Liber 13735 Page 950 in the amount of \$780,000.
  - Boundary Line Agreement in Liber 1825 Page 1162.
  - Grant in Liber 724 Page 2.
- With respect to the Miller Parcel:
  - Assignment of Leases and Rents dated 10/13/06, recorded 1/4/07 in Liber 12335 Page 1280, made by Kole S. Miller with Walden Savings Bank. Further secures Mortgage in the amount of \$140,000.00 in Liber 12335 Page 1256, as modified by Modification Agreement

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dated 10/22/2007, recorded 11/9/2007 in Liber 12564 Page 895, made by Kole S. Miller with Walden Savings Bank.

- Covenant and Restriction in Liber 1419 Page 445, as certain rights to enforce are amended in Liber 3710 Page 334.
- Rights, Provisions, Easements and Agreements contained in Agreement-Temporary Easement No. 713 recorded 5/15/90 in Liber 3291 Page 273, made by Antoinette Dirienzo with Orange County Water Authority.
- With respect to Pimm Parcel 1:
  - Access Way recited as shown on Map entitled, "Remaining Lands of Tremper to be conveyed to Verticon, Ltd." as map is contained in deed recorded 9/16/99 in Liber 5147 page 237.
- With respect to Pimm Parcel 2:
  - Easement recorded 4/10/1931 in Liber 716 page 423 made by Fred E. Pimm with Central Hudson and Gas Corporation
  - Reservation in deed recorded 9/15/43 in Liber 915 page 21, as repeated in deed recorded 7/26/73 in Liber 1950 page 54 (access easement to Tax Lot 53/cemetery plot).
- With respect to the Pimm Parcels:
  - Notes and easements on Filed Map entitled "Subdivision Plat prepared for George E. Florence E., Fred E. and Alta A. Pimm", as filed in the Office of the Orange County Clerk on 4/16/09 as Filed Map Number 281-08.
  - Easements with Central Hudson Gas & Electric Company and New York Telephone Company recorded 12/12/45 in Liber 979 page 246 and recorded 5/15/50 in Liber 1156 page 351.

### **Other Interests Which Applicant Expects to Remove**

- With respect to the Haber Parcels:
  - Terms, Conditions, Agreements, Provisions and Right to Purchase as set forth in Memorandum of Lease and Purchase Agreement dated 6/27/07, recorded 11/21/07 in Liber 12570 Page 1044, made by Priscilla Haber and the Estate of Morton Haber (grantor) to Savanna Acquisitions A, LLC (grantee).
    - With regard thereto:
      - Memorandum of Amendment to Lease and Purchase Agreement recorded 3/26/09 in Liber 12799 Page 1771, made by Priscilla Haber and the Estate of Morton Haber (grantor) to Route 747 Investors I, LLC (as successor in, as executrix of interest to Savanna Acquisitions A, LLC)(grantee).
      - Assignment and Assumption of Purchase and Sale Agreement dated 5/16/08, recorded 1/24/11 in Liber 13117 Page 399, made by Savanna Acquisitions A, LLC, assignor, to Route 747 Investors I, LLC, assignee.
    - Applicant believes the right to purchase granted to Savanna Acquisitions and assigned to Route 747 Investors I, LLC as set forth in the documents above is no longer effective because the closing of the purchase has not occurred and the closing date (February 10, 2012) has expired.
- With respect to Haber Parcel 2:
  - New York Estate Tax on the estate of Morton Haber, deceased. Date of Death 5/9/07.
  - Federal Estate Tax on the estate of Morton Haber, deceased. Date of Death 5/9/07.

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- With respect to the Mathieu Parcels:
  - Contract of Sale dated 3/29/99 recorded 9/16/99 in Liber 5147 page 221 made by Armand H. Mathieu, Jr. and Barbara M. Mathieu with Verticon, Ltd. as assigned in Assignment of Memorandum of Contract of Sale dated 6/23/99 recorded in 6/19/99 in Liber 5147 page 226 made by Verticon, Ltd. to Joel S. Lever, as Trustee
    - Applicant believes that the contract of sale is no longer effective because the closing of the purchase has not occurred and the closing date (on or around September 18, 1999) has expired.
- With respect to Pimm Parcel 2
  - Contract of Sale dated 3/29/99 recorded 9/16/99 in Liber 5147 page 213 made by George E. Pimm, Florence E. Pimm, Fred E. Pimm and Alta A. Pimm with Verticon, Ltd., as assigned in Assignment of Memorandum of Contract of Sale dated 6/23/99 recorded 9/16/99 in Liber 5147 page 219 made by Verticon, Ltd. to Joel S. Lever, as Trustee.
    - Applicant believes the contract of sale is no longer effective because the closing of the purchase has not occurred and the closing date (on or around September 18, 1999) has expired.

### **Explanatory Note:**

In this exhibit, Applicant has provided additional information for certain interests in the Project Site that Applicant considers to be material. Applicant believes that the interests for which additional information is not provided will not have a material impact on the development of the Project. Furthermore, the PSAs require the sellers of each parcel to convey good and marketable fee simple title. Applicant will continue working with the seller of each parcel to clear title and anticipates removing a number of the encumbrances listed in this exhibit, such as those listed under the heading "Other Interests Which Applicant Expects to Remove."