

Appendix A

Environmental Easement and Unlisted Parcel Boundary Description

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490252

ORDER NO. 490252

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	WESTWOOD-SQUIBB PHARMACEUTICALS INC.
TAX ACCOUNT NO:	88.50-1-5.1
STREET ADDRESS:	40 BRADLEY
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	35 W DART (LAND ONLY)
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	340
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 79,100.00
LOT SIZE:	619.93 x 0
ACREAGE:	4.66

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.


THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By


Authorized Officer

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490252

ORDER NO. 490252

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	CONTRACT PHARMACEUTICALS LIMITED NIAGARA
TAX ACCOUNT NO:	88.50-1-5.1/A
STREET ADDRESS:	40 BRADLEY
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	35 W DART (BUILDING ONLY)
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	710
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 1,170,900.00
LOT SIZE:	0 X 0

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

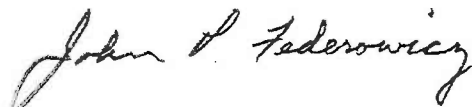
THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By



Authorized Officer

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490252

ORDER NO. 490252

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	WESTWOOD-SQUIBB PHARMACEUTICALS INC.
TAX ACCOUNT NO:	88.50-1-5.2
STREET ADDRESS:	120 DART
MUNICIPALITY:	BUFFALO CITY
PROPERTY DESCRIPTION:	265.34 N BRADLEY (LAND ONLY)
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	340
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 81,200.00
LOT SIZE:	466.77 x 456.54
ACREAGE:	4.54

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By



Authorized Officer

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490252

ORDER NO. 490252

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	CONTRACT PHARMACEUTICALS,
TAX ACCOUNT NO:	88.50-1-5.2/A
STREET ADDRESS:	120 DART
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	265.34 N BRADLEY (BUILDING ONLY)
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	710
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 1,418,800.00
LOT SIZE:	0 X 0

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By



Authorized Officer

COMPLETE RECORD SEARCH

Search No. 4806.77...

PARCEL
"A"

Certificate of Complete Record Search. County of ERIE
against all that plot of land situated in the City of Buffalo, County of Erie,
and State of New York, being part of Lot Number one hundred
seventy-five (175) of the Appolos Stevens Survey, bounded and
described as follows:-

BEGINNING at a point in the west line of Dart Street
distant sixty and four tenths (60.4) feet southerly from the
north line of said Lot Number one hundred seventy-five (175),
said point of beginning being the intersection of said west
line of Dart Street with the south line of lands deeded to
Buffalo Structural Steel Co. by Deed recorded in Erie County
Clerk's Office in Liber 878 of Deeds at page 382; thence south-
erly along said west line of Dart Street seven hundred thirty-
two and nine hundredths (732.09) feet to its intersection with
the north line of Bradley Street; thence westerly along said
north line of Bradley Street five hundred ninety-eight and
seventy-six hundredths (598.76) feet to its intersection with
the east line of DeWitt Street; thence northerly along said
east line of DeWitt Street eighty-six and eighty-five hun-
dredths (86.85) feet to its intersection with the southeast
line of Fernwood Place; thence northeasterly along said south-
east line of Fernwood Place three hundred twelve and eighty-
two hundredths (312.82) feet to the easterly boundary of said
street; thence northerly along said easterly boundary of said
street sixty-eight (68) feet to the northwesterly boundary
thereof; thence southwesterly along said northwesterly boundary
of said street eighty-four and ninety-nine hundredths (84.99)
feet to its intersection with the easterly boundary line of
land deeded to Charles H. Taylor by deed recorded in Erie
County Clerk's Office in Liber 1383 of Deeds at page 242;
thence northerly along the last mentioned boundary line about
one hundred sixty-seven (167) feet to its intersection with
the Bulkhead line of Scajaquada Creek as proposed by the
department of Public Works of the City of Buffalo in a

Monroe Abstract & Title Corporation, for a valuable consideration to it duly paid,

Hereby Certifies, that it has caused a careful examination and search to be made of the indices to the records of instruments recorded or filed in the public offices below stated (which records of recorded or filed instruments so searched for or against are more particularly enumerated below) and indexed against the persons whose names appear in the following abstract, and **Guarantees**, that the returns or set-outs given or contained in said abstract comprise a correct reference to all instruments filed or recorded in said offices affecting the premises above described during the periods in which, by said abstract, it appears there was a record interest in said premises under said names, and that said set-outs are correct statements as to such records and indices.

The Guaranty under this Certificate, and any continuations made thereunder, shall extend to the record owners of an interest in or a specific lien upon the premises certified, and shall not be limited by time.

OFFICES AND INSTRUMENTS FOR WHICH SEARCH HAS BEEN MADE

For all conveyances, unsatisfied mortgages, Loan Commissioners' mortgages, assignments of unsatisfied mortgages, leases and other instruments of record.

For notices of Lis Pendens

Certificates of Sheriff's sales

Insolvent assignments

General assignments

Notices of foreclosures by advertisement

Appointments of receivers in supplementary proceedings

Exemptions under homestead act

Bonds of collectors and their sureties

Mechanics' liens and also for orders and building loan contracts filed, pursuant to the Lien Law, in said office within one year last past.

All judgments, decrees and transcripts thereof, docketed against the persons whose names appear in the following abstract, for the periods in which by said abstract it appears there was a record interest in the premises above described under said names, within ten years last past.

Dockets of Federal Tax Liens from September 1, 1925 through the respective record periods of such ownership.

All conditional Sale Contracts filed pursuant to "Sec. 67 of the Personal Property Law" and indexed in index entitled "Conditional Sale Contract affecting real property."

All liens filed pursuant to Sec. 130-A of the Public Welfare Law (Chap. 60, laws of 1934).

State Criminal Surety Bond Liens.

All other indices to the records, papers, files and documents affecting the title to the above described real property, excepting therefrom any sealed indices and records.

*in the
Erie County
Clerk's Office*

*In the
Buffalo, N. Y.
Office of the
Clerk of the
District Court of
the United States
for the Western
District of N. Y.*

Petitions in bankruptcy, filed subsequent to July 1st, 1898, against owners and mortgagees having a record interest in said premises since said date.

Appointment of receivers in equity.

All other instruments filed or docketed affecting above described real property.

*In the
Erie County
Surrogate's Court*

For Wills and Letters of Administration.

Witness the seal of the corporation and the signature of its duly authorized officer at the dates hereinafter written.

MONROE ABSTRACT & TITLE CORPORATION,

By.....

*Assistant Vice President
Assistant Secretary*

communication to the Common Council dated February 28 1917; thence north 61° 13' east along said proposed Bulkhead line about two (2) feet to an angle in the same; thence north 3° 27' east along said proposed Bulkhead line two hundred sixteen and thirty-nine hundredths (216.39) feet to another angle in the same; thence north 12° 0' west about sixty-two (62) feet to its intersection with the first mentioned southerly boundary line of land of Buffalo Structural Steel Co.; thence easterly along said last mentioned southerly boundary line of Buffalo Structural Steel Co. about four hundred eighty-nine and seventy-four hundredths (489.74) feet to the point of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part Lot Number one hundred seventy-five (175) of the Appolos Stevens Survey, bounded and described as follows:-

COMMENCING in the easterly bounds of Dewitt Street at its intersection with the northwesterly bounds of Fernwood Place (formerly Bull Street); thence northerly along the easterly bounds of Dewitt Street about two hundred twelve (212) feet to Scajaquada Creek; thence easterly bounding on said creek about one hundred ninety-five (195) feet to lands heretofore conveyed by Levi O. Harris and Gengiana his wife to Jerome Pierce and Co.; thence southerly boundary on the lands conveyed to Pierce & Co. as aforesaid about one hundred eighty (180) feet to the northwesterly bounds of Fernwood Place (formerly Bull Street); thence southwesterly along the northwesterly bounds of Fernwood Place (formerly called Bull Street) about three hundred sixteen (316) feet to DeWitt Street and the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number one hundred seventy-five (175) of the Appolos Stevens Survey, bounded and described as follows:-

BEGINNING at the point of intersection of the center line of Fernwood Place (formerly Bull Street) with the center line of Dewitt Street; running thence northeasterly along the said center

MORRIS ABSTRACT & TITLE CORPORATION

PARCEL
"B"

PARCEL
"C"

line of Fernwood Place to the point of intersection of the said center line with the easterly line of said Fernwood Place; running thence northerly along the said easterly line of said Fernwood Place to the point of intersection of said easterly line with the northwesterly line of Fernwood Place; running thence southwesterly along the said northwesterly line of said Fernwood Place to the point of intersection of said northwesterly line with the center line of Dewitt Street; and running thence southerly along the said center line of Dewitt Street to the point or place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lot Number one hundred seventy-five (175) of the Appolos Stevens Survey, bounded and described as follows:-

BEGINNING at the point of intersection of the center line of Fernwood Place (formerly Bull Street) with the center line of Dewitt Street; running thence northeasterly along the said center line of Fernwood Place to the point of intersection of said center line with the easterly line of said Fernwood Place; running thence southerly along the said easterly line of said Fernwood Place to the point of intersection of said easterly line with the southeasterly line of Fernwood Place; running thence southwesterly along the said southeasterly line of said Fernwood Place to the point of intersection of said southeasterly line with the center line of Dewitt Street; and running thence northerly along the said center line of Dewitt Street to the point or place of beginning.

1

State of New York

Letters Patent

To

Dated August 26 1811

John McLean

Recorded November 27 1866 in
Liber 259 of Deeds at page 454

Conveys an undivided one-
sixth of premises et al.

2

Will

Will

Of

Dated March 26 1812

Birdsey Norton

Recorded December 17 1870 in
Liber 292 of Deeds at page 81

Devises all his estate, real
and personal, to his wife Hannah for and during her natural life
and at her death to his children Frederick A. Norton, Mary C.
Norton and Marana E. Norton.

Appoints Erastus Lyman, Thereon Beach, William Stanley, Jr.,
Frederick A. Norton and Elisha Beach his Executors with power to
any two of them to dispose of the interest of Marana E. Norton
until she becomes of age.

3

State of New York

Letters Patent

To

Dated March 3 1817

Frederick A. Norton,
Mary C. Norton, and
Marana E. Norton, heirs
and legal representatives
of Birdsey Norton, deceased

Recorded November 27 1866 in
Liber 259 of Deeds at page 453
Conveys an undivided one-
sixth of premises et al.

4

State of New York

Letters Patent

To

Dated May 5 1817

Peter B. Porter

Recorded November 27 1866 in
Liber 259 of Deeds at page 453

Conveys an undivided one-
half of premises et al.

5

State of New York

To

John McDonald

Letters Patent

Dated May 9 1817

Recorded November 27 1866 in

Liber 259 of Deeds at page 454

Conveys an undivided one-sixth of premises et al.

6

Will

Of

John McDonald

Will

Dated November 8 1807

Recorded November 4 1870 in

Liber 293 of Deeds at page 205

Devises his estate to his children Alexander McDonald and Eliza McIntyre.

7

Heman Norton, sole
Administrator and one
of the heirs of Nathaniel
Norton and Lucretia Beach
one of the heirs of said
Nathaniel Norton and
Elisha Beach her husband

To

Frederick A. Norton and
the other executors of
the will of Birdsey
Norton, deceased

Deed

Dated December 8 1818

Acknowledged March 6 1819

Recorded August 28 1820 in

Liber 1 of Miscellaneous

Records at page 101

Conveys their interest in
an undivided one-twelfth of
premises et al.

8

Henry D. Sewall and
Mary C. his wife (form-
erly Mary C. Norton)

To

Frederick A. Norton

Trust Deed

Dated August 23 1819

Acknowledged August 23 1819

Recorded May 31 1828 in

Liber 11 of Deeds at page 83

Consideration \$---

Conveys all their interest

in premises et al to be held in
trust for the sole use and benefit
of said Mary C. Sewall, etc.

Will

Will

Of
John McLean

Dated February 26 1821
Recorded April 4 1906 in
Liber 1018 of Deeds at page 445

Makes various bequests of
personal property and directs that the rest of his estate be sold.

Letters of Administration with the will annexed issued
to Ann McLean, Charles K. Gardner and William Ross, March 16 1821.

In an action, In Chancery Eighth Circuit, McLean against Gardner
decree filed in Albany May 22 1832, bill recites that John McLean
died on March 4 1821; that he made no valid devise, having left only
a paper purporting to be his last will and testament but not signed
or proved in the presence of witnesses, by reason whereof he died
intestate; that he left him surviving Ann McLean his widow and John
McLean, James McLean, William B. McLean, George W. McLean, Alexander
Clinton McLean and Eliza Gardner, his children and Mary M. Ross, his
grandchild. (only heir of Mary Ross, a daughter of John McLean, who
died before her father) his only heirs-at-law him surviving. See
also Liber 557 of Deeds at page 20, which recites death of John
McLean, intestate, on or about February 20 1820, leaving him sur-
viving his children, John McLean, James McLean, William B. McLean
George W. McLean, Alexander C. McLean, Ann Eliza, wife of Charles
K. Gardner and his grandchild, Mary M. Ross. See also certificate
of death of one, John McLean, in Liber 695 of Deeds at page 167,
which recites that one, John McLean, died in New York City, February
28 1821.

Peter B. Porter

Supreme Court

Vs
Frederick A. Norton,
Marana E. Norton,

Judgment in Partition
signed March 15 1825
Recorded October 4 1859 in

Mary C. Sewall, wife
of Henry D. Sewall,
John McLean Jr.,
James McLean, William
B. McLean, George W.

Liber 203 of Deeds at page 189
By which premises et al were
set off to Peter B. Porter.

McLean, Clinton McLean, Eliza Gardner wife of Charles K. Gardner,
Mary M. Ross by William Ross her guardian, Alexander McDonald and
Eliza McIntyre, wife of Archibald McIntyre

Peter B. Porter and
Latitia his wife

Warranty Deed
Dated February 1 1827
Acknowledged February 24 1827
Recorded March 14 1827 in
Liber 10 of Deeds at page 88
Consideration \$1000.00

Conveys an undivided 6/24 of
premises et al.

Same
To
Augustus Porter

Warranty Deed
Dated February 1 1827
Acknowledged February 24 1827
Recorded May 14 1827 in
Liber 10 of Deeds at page 144
Consideration \$1000.00

Conveys an undivided 9/24 of
premises et al.

Peter B. Porter,
Benjamin Barton and
Augustus Porter

Partition Deed
Dated November 30 1830
Acknowledged March 21 1831
Recorded May 3 1831 in
Liber 15 of Deeds at page 459
Consideration -----

By which premises et al were
set off to Peter B. Porter.

14

Peter B. Porter,
Augustus Porter,
Benjamin Barton,
Frederick A. Norton,
Amos S. Tryon, William
A. Bird and Absalom
Bull

To

The Black Rock Land
and Rail Road Company

Articles of Association
Dated May 1 1835
Recorded December 21 1835 in
Liber 30 of Deeds at page 472

Recites the formation of said
Company and said Peter B. Porter
contributes premises et al. Appoints
William A. Bird, James McKay and
Elisha H. Burnham agents and trustees
with power to sell any part of above
premises.

15

The Black Rock Land
and Railroad Company

To

Lewis F. Allen and
William F. P. Taylor
trustees

Appointment of Trustees
Dated December 18 1837
Recorded January 24 1839 in
Liber 55 of Deeds at page 39

Removes James McKay and Elisha
H. Burnham from the office of Trustees
of said company and appoints Lewis F.
Allen and William F. P. Taylor
trustees of said company in place of
those removed pursuant to the articles
of association of said Company etc.

Jane Porter wife of
Augustus Porter, Agnes
Barton wife of Benjamin
Barton, Sally Tryon
wife of Amos S. Tryon
Joanna Bird wife of
William A. Bird, Maria
Bull wife of Absalom
Bull, Sophia Norton
wife of Walter Norton
Peter B. Porter and

Release
Dated May 1 1835
Acknowledged October 1 1835
Recorded December 21 1835 in
Liber 30 of Deeds at page 482
Consideration \$5.00 to each

Recites that Peter B. Porter
and Frederick A. Norton had no wives
living at this date.

16

Frederick A. Norton
To
The Black Rock Land
and Railroad Company

William A. Bird and
Lewis F. Allen,
Attorneys, Agents and
Trustees of the stock-
holders of the Black
Rock Land and Rail Road
Company

Warranty Deed
Dated August 21 1850
Acknowledged August 21 1850
Recorded August 22 1850 in
Liber 112 of Deeds at page 277
Consideration \$600.00

17

To
John Falconer

Conveys part of Lot No. 175
according to the survey and allotment
made by Appolos Stevens, described
as follows:- Commencing at a point
in the north line of said lot, 2

chains west from the northeast corner thereof and running thence
south 6° 30' west parallel to the east line of the lot, 3 chains
50 links to a stake in the marsh; thence west 4 chains to a stake
in the bank southwesterly from the Saw Mill; thence north 6° 30'
east 3 chains 50 links to a stake near the edge of the creek on the
north line of the lot; thence east 4 chains to the place of be-
ginning, containing 3 acres.

18

Same
To
Same

Warranty Deed
Dated December 31 1850
Acknowledged January 11 1854
Recorded February 20 1854 in
Liber 142 of Deeds at page 547
Consideration \$1.00

Conveys the following described
premises being part of Lot No. 175,
Commencing at a point 3 chains 50 links southerly from the north
line of said Lot No. 175 on a line parallel to the east line of said
lot and 2 chains westerly therefrom; thence running on the same
parallel line south 6° 30' west 4 chains to a stake in the marsh;

thence west 4 chains to a stake on the bank southwesterly from the Saw Mill; thence north 6° 30' east 4 chains; thence east 4 chains to the place of beginning, which with the parcel of land described in the deed of the party of the first part to the party of the second part dated August 21 1856 being Deed No. 17 above (and which deed by an error omitted the above described parcel of land) contains 3 acres of land, this instrument being made to correct the said error.

John Falciner and
Charlotte Louisa his wife

Warranty Deed

Dated January 11 1854

To

Acknowledged January 28 1854

Dwight Bailey Fuller

Recorded February 20 1854 in

Liber 151 of Deeds at page 197

Consideration \$4250.00

Conveys same premises as in
Deeds Nos. 17 and 18 above.

Dwight B. Fuller

Warranty Deed

To

Dated February 18 1854

Joseph Dart Jr.

Acknowledged February 20 1854

Recorded May 17 1854 in

Liber 154 of Deeds at page 52

Consideration \$531.00

Conveys an undivided 1/8 of
same premises as conveyed in Deeds
Nos. 17 and 18 above.

Joseph Dart Jr.

Mortgage

To

Dated February 18 1854

Dwight B. Fuller

Acknowledged April 7 1854

Recorded April 7 1854 in

Liber 106 of Mortgages at page 2

Given to secure \$468.75 on
an undivided 1/8 of same premises
as conveyed in Deeds Nos. 17 and 18

above. Recites being a purchase money mortgage.

22

Joseph Dart Jr. and
Dotha his wife
To
Dwight B. Fuller

Warranty Deed
Dated January 15 1855
Acknowledged June 27 1855
Recorded June 29 1855 in
Liber 162 of Deeds at page 439
Consideration \$580.00

Conveys an undivided 1/8 of same premises as in last above deed.

23

Dwight B. Fuller
To
William M. Sloan

Deed
Not recorded
Conveys an undivided 1/4 of same premises as in Deeds Nos. 17 and 18 above.

24

William M. Sloan
To
Dwight B. Fuller

Mortgage
Dated February 18 1854
Acknowledged April 5 1854
Recorded April 7 1854 in
Liber 106 of Mortgages at page 1
Given to secure \$937.00 on an undivided 1/4 of same premises as in Deeds Nos. 17 and 18 above.
Recites being a purchase money mortgage.

25

Dwight B. Fuller
Vs
William M. Sloan and
Catharine his wife et al

Supreme Court
Lis Pendens to foreclose last above mortgage
Filed January 23 1855
H. S. Cutting
Attorney

26

John Candee, Sheriff

Sheriff's Deed

To

Dated April 25 1855

Dwight B. Fuller

Acknowledged April 30 1855

Recorded May 15 1855 in

Liber 119 of Deeds at page 195

Consideration \$1096.48

Conveys an undivided 1/4 of same premises as in Deeds Nos. 17 and 18 above.

27

Dwight B. Fuller

Deed

To

Not recorded

Abner Cutler

Conveys an undivided 7/16 of same premises as in Deeds Nos. 17 and 18 above.

28

Abner Cutler

Mortgage

To

Dated February 18 1854

Dwight B. Fuller

Acknowledged April 5 1854

Recorded April 7 1854 in

Liber 106 of Mortgages at page 3

Given to secure \$1640.63 on an undivided 7/16 of same premises as in Deeds Nos. 17 and 18 above. Recites being a purchase money mortgage.

29

Abner Cutler and

Warranty Deed

Lydia his wife

Dated January 15 1855

To

Acknowledged June 29 1855

Dwight B. Fuller

Recorded June 29 1855 in

Liber 162 of Deeds at page 440

Consideration \$1990.00

Conveys an undivided 7/16 of same premises as in Deeds Nos. 17 and 18 above.

30

Dwight B. Fuller

To

George Smith

Warranty Deed

Dated July 12 1855

Acknowledged July 13 1855

Recorded July 31 1855 in

Liber 161 of Deeds at page 133

Consideration \$5250.00

Conveys same premises as in
Deeds Nos. 17 and 18 above.

31

George Smith

To

Dwight B. Fuller

Mortgage

Dated July 16 1855

Acknowledged July 16 1855

Recorded July 16 1855 in

Liber 99 of Mortgages at page 268

Given to secure \$4850.00 on
same premises as in Deeds Nos. 17
and 18 above.

32

George Smith

To

Frederick Smith

Warranty Deed

Dated August 13 1856

Acknowledged August 14 1856

Recorded November 11 1856 in

Liber 150 of Deeds at page 298

Consideration \$5500.00

Conveys same premises as in
Deeds Nos. 17 and 18 above.

33

Frederick Smith and

Mary his wife

To

Nathaniel B. Hoyt

Warranty Deed

Dated October 1 1856

Acknowledged November 11 1856

Recorded November 11 1856 in

Liber 169 of Deeds at page 577

Consideration \$5005.00

Conveys same premises as in
Deeds Nos. 17 and 18 above. Subject
to Mortgage No. 31 above.

34

Dwight B. Fuller
Vs
George Smith,
Sarah Smith, Nathaniel
B. Hoyt, Mahitabel Hoyt
et al

Supreme Court Erie County
Lis Pendens to foreclose
Mortgage No. 31 above
Filed December 15 1856
H. S. Cutting
Attorney

35

Orin Lockwood, Sheriff
To
Nathaniel B. Hoyt

Sheriff's Deed
Dated April 1 1857
Acknowledged April 2 1857
Recorded April 3 1857 in
Liber 166 of Deeds at page 148
Consideration \$4687.82
Conveys same premises as in
Deeds Nos. 17 and 18 above.

36

Nathaniel B. Hoyt
To
Humphrey Smith

Warranty Deed
Dated February 18 1857
Acknowledged February 18 1857
Recorded February 19 1857 in
Liber 183 of Deeds at page 167
Consideration \$5000.00
Conveys same premises as in
Deeds Nos. 17 and 18 above.

37

Humphrey Smith and
Deborah his wife
To
Nathaniel B. Hoyt

Warranty Deed
Dated July 22 1858
Acknowledged July 23 1858
Recorded August 20 1858 in
Liber 193 of Deeds at page 92
Consideration \$5000.00
Conveys same premises as in
Deeds Nos. 17 and 18 above.

38

Augustus S. Porter
and others

Vs

William A. Bird et al

Supreme Court Erie County

Lis Pendens to obtain a

partition and division of the

lands and effects of the Black

Rock Land and Rail Road Company

Filed April 9 1851 and

May 22 1852

O. H. Marshall

Attorney

39

Same

Vs

Same

Judgment in Partition

signed March 26 1853

Recorded October 23 1853 in

Liber 147 of Deeds at page 536

Re-recorded January 28 1890 in

Liber 554 of Deeds at page 202

By which the following describe
premises were set off to Elizabeth L.

Porter:- All that part of Lot No. 175 bounded as follows:-

COMMENCING at the intersection of the westerly bounds of
said lot, with a road laid out by Henry Lovejoy, Surveyor across
parts of Lots Nos. 101, 102, 103 and 175 and running thence north-
easterly and along the said road to the easterly termination thereof;
thence northerly on a line parallel with the easterly bounds of
said Lot No. 175 and 6 chains westerly therefrom to a point distant
5 chains southerly from the northerly bounds of said Lot No. 175;
thence westerly and at right angles to the westerly bounds of said
Lot No. 175; thence southwesterly and southerly along the bounds of
said Lot No. 175 to the place of beginning. Also all that part of
Lot No. 175 lying east of the following described line were set off
to Morgan G. Lewis:- Commencing at the southwest corner of said lot;
running thence northerly along the west bounds thereof to a road
laid out by Henry Lovejoy, Surveyor; thence northeasterly and along
said road to its easterly termination; thence northerly in a line
parallel with the easterly bounds of said lot and 6 chains westerly

therefrom to the northerly bounds thereof. Excepting there out the following described parcel commencing at a point in the north line of said lot, 2 chains from the northeast corner thereof; running thence south parallel with the east line 7 chains 50 links; thence west 4 chains; thence north 7 chains 50 links to the north line of said lot; thence east 4 chains to the place of beginning.

In the Matter

Street Records

Of

City Clerk's Office

Relative to the bounds
of Bull Street

Recorded October 6 1862 in
Liber 4 of Street Records at
page 327

(Note:- Name of Bull
Street changed to
Fernwood Place April 5
1909. See Liber 75 of
Deeds at page 316,
Street Records, No
search against the
City of Buffalo)

Resolved that the bounds of
Bull Street be and the same are
hereby established as follows:-
Commencing at a point on the easterly
line of North Washington Street
418.12 feet northerly from Forest
Avenue; thence north 40° 15' east
554.75 feet; thence north 55° 15' east 411.42 feet; thence south
8° 50' west 68 feet; thence south 55° 15' west 358.38 feet to the
center of DeWitt Street and 86.44 feet northerly from the north
line of Lot No. 164; thence south 40° 15' west 626.42 feet to the
easterly line of North Washington Street; thence north 8° 30' east
94.06 feet along the easterly line of said street at the place of
beginning.

Morgan G. Lewis

Quit-Claim Deed

To

Dated March 12 1853

Absalom Bull

Acknowledged March 18 1853

(No further search
against grantor,
subsequent to
December 19 1853)

Recorded December 19 1853 in
Liber 137 of Deeds at page 261
Consideration \$1050.00

Conveys Lot No. 175, excepting
therefrom 3 acres conveyed to other
parties by the trustees of the Black

Rock Land and Railroad Company, also about 3/4 of an acre more or less lying north of the road leading to the Saw Mill being so much of said lot as lies north of said road, the part hereby intended to be conveyed, containing about six acres et al.

Absolom Bull and

Maria his wife

To

Nathaniel B. Hoyt

Warranty Deed

Dated October 1 1864

Acknowledged February 25 1865

Recorded February 28 1865 in

Liber 234 of Deeds at page 409

Consideration \$800.00

Conveys Lot No. 175, excepting and reserving therefrom 2 pieces or parcels of land sold and conveyed by and to other parties and also the land now occupied and used for a street known as Bull Street, the part of said Lot No. 175 hereby intended to be conveyed is all that part of said Lot No. 175 contained within the following bounds namely:- Commencing at the southwest corner of said lot; running thence east along the south line of said lot to the southeast corner thereof; thence north along the east line of said lot to the northeast corner thereof; thence west along the north line of said lot 2 chains; thence south by a line parallel with the east line of said lot 7 chains 50 links; thence west by a line parallel to the south line of said lot, 4 chains to the east end of and intersection of Bull Street; thence south and westerly along the south line of Bull Street to the west bounds of said lot on DeWitt Street; thence south along the west line of said lot on DeWitt Street to the southwest corner thereof to the place of beginning.

Elizabeth L. Porter

To

Nathaniel B. Hoyt

(No further search against grantor, subsequent to July 31 1861)

Warranty Deed

Dated July 25 1861

Acknowledged July 30 1861

Recorded July 31 1861 in

Liber 208 of Deeds at page 264

Consideration \$1200.00

Conveys the following described

premises being in the northwest corner of Lot No. 175 and being also the same piece or parcel of land partitioned and set off to said Elizabeth L. Porter in a decree in partition being No. 39 above and which is bounded as follows:- Commencing at the intersection of the westerly bounds of said Lot No. 175 with a road laid out by Henry Lovejoy, Surveyor, across parts of Lots Nos. 101, 102, 103 and 175 and 2 chains 34 links north from the southwest corner of said Lot No. 175 and running thence northeasterly and along the said road to the easterly termination thereof; thence northerly on a line parallel with the easterly bounds of said Lot No. 175 and 6 chains westerly therefrom to a point distant 5 chains southerly from the northerly bounds of said Lot No. 175; thence westerly and at right angles to the westerly bounds of said Lot No. 175; thence southwesterly and southerly along the bounds of said Lot No. 175 to the place of beginning, together with all the water right and privileges in front of and upon said lot to which the said Elizabeth L. Porter is in any way entitled (See plan hereto attached.)

Nathaniel B. Hoyt and

Warranty Deed

Mehitable his wife

Dated April 23 1868

To

Acknowledged April 23 1868

Levi O. Harris

Recorded April 28 1868 in

Liber 272 of Deeds at page 598

Consideration \$40,000.00

Conveys the following described premises:- Beginning at a point on the north line of said lot, 2 chains west from the northeast corner thereof; running thence south 6° 30' west parallel to the east line of the lot, 7 chains 50 links to a stake in the marsh; thence west 4 chains to a stake on the bank southwesterly from the Saw Mill; thence north 6° 30' east 7 chains 50 links to a stake near the edge of the creek on the north line of the lot; thence east 4 chains to the place of beginning, also all that certain piece or parcel of land situate in the former Village of Black Rock reference being had for a more particular description of its location, size, shape

and boundaries to a survey and allotment of the tract of which it composed a part made by Appolos Stevens in the Year 1871 said premises being a parts of Lots Nos. 104, 105, 106 and 175 of the lands lying on the east side of the Niagara River commonly called the Mile Strip and being designated on the map of said survey and allotment deposited in Erie County Clerk's Office as Lot No. 175, excepting and reserving therefrom 2 pieces or parcels of land sold and conveyed by and to other parties and also the land now occupied and used for a street known as Bull Street. The part of said Lot No. 175 hereby intended to be conveyed is all of that part of said Lot No. 175 contained within the following bounds; commencing at the southwest corner of said lot; running thence east along the south line of said lot to the southeast corner thereof; thence north along the east line of said lot to the northeast corner thereof; thence west along the north line of said lot, 2 chains; thence south by a line parallel with the east line of said lot, 7 chains 50 links; thence west by a line parallel to the south line of said lot, 4 chains to the east end of and intersection of Bull Street; thence south and westerly along the south line of Bull Street to the west bounds of said lot on DeWitt Street; thence south along the west line of said lot on DeWitt Street to the southwest corner thereof to the place of beginning, containing 6 acres, being the same premises conveyed by Deed No. 42 above, also being in the northwest corner of Lot No. 175 as the said lot is laid down on the survey of Appolos Stevens, made in 1811 being also the same piece or parcel of land partitioned and set off to said Elizabeth L. Porter in a certain decree in partition being No. 39 above, bounded as follows:- Commencing at the intersection of the westerly bounds of said Lot No. 175 with a road laid out by Henry Lovejoy, Surveyor across parts of Lots Nos. 101, 102, 103 and 175 and 2 chains and 34 links north from the southwest corner of said Lot No. 175 and running thence northeasterly and along the said road to the easterly termination thereof; thence northerly on a line parallel with the easterly bounds of said Lot No. 175 and 6 chains westerly therefrom to a point distant 5 chains southerly from the northerly bounds of said Lot No. 175; thence westerly and at right angles to the

westerly bounds of said Lot No. 175; thence southwesterly and southerly along the bounds of said Lot No. 175 to the place of beginning, according to a map or plan accompanying a deed dated July 25 1861, being No. 43 above, and being the same premises conveyed by said deed to the said party of the first part by Elizabeth L. Porter, subject to a mortgage dated July 25 1861 executed to Elizabeth L. Porter for \$1000.00, subject also to a mortgage dated June 15 1867 given to Lewis M. Brock for \$10,000.00 which second party assumes and agrees to pay. See mortgages recorded in Liber 148 of Mortgages at page 455 for \$1000.00 and mortgage recorded in Liber 186 of Mortgages at page 125 for \$10,000.00, both since discharged.

Will

Of

Absalom Bull

(No search against any of the heirs, devisees or legatees under this will, except as against Matilda Thompson)

Will

Dated February 20 1866

Recorded March 26 1866 in

Liber 8 of Deeds at page 588

Subject to the payment of all his debts and also subject to the life estate of his wife in the same, he gives, devises and bequeaths all his real and personal estate of

every name and nature whatsoever to his daughter, Matilda Thompson wife of A. Hull Thompson, to have and to hold the same absolutely or in fee simple to her the said Matilda Thompson, her heirs and assigns forever. Expressly charges the said estate thus devised and bequeathed to said Matilda Thompson with the payment of the sum of \$400.00 annually to his son Hugh Lindsey Bull during each and every year of his natural life to be paid in quarterly payments to him, which said annuity or yearly sum, he gives and bequeaths to him and charges the same upon the estate. Also charges upon the said estate, thus devised and bequeathed to his daughter Matilda Thompson, the sum of \$210.00 annually until she becomes of the age of 21 years for her support and maintenance to Harriet Rochester Bull the daughter of decedent's son and then in case she arrives at the age of 21 years to pay to her the capital sum of \$3000.00 which said sum until she be 21 years and which capital sum on her

becoming 21 years he does give and bequeath to his said granddaughter and charge the same upon said estate thus devised and bequeathed to his said daughter, Matilda Thompson, also gives and bequeaths to his sister Bridge Tanner the sum of \$250.00 to be paid her by the said Matilda Thompson with the payment of which he does hereby charge his estate bequeathed and devised to her.

Appoints his said daughter Matilda Thompson sole executrix.

Petition for Probate of Will filed March 7 1866 recites the death of decedent on or about February 21 1866 leaving him surviving the following his only heirs-at-law and next of kin, Maria Bull, widow, of full age and the following children Matilda Thompson and Hugh Lindsey Bull both of full age.

Letters Testamentary issued to executrix recorded March 26 1866 in Liber 5 of Letters at page 87.

In the Matter
of the Estate
Of
Maria Bull
(Case No. 2938)

Petition for Probate of Will
Filed December 27 1869
Recites the death of decedent
on or about June 13 1869.

NOTE

Surrogate's Proceedings on the estate of Matilda Cass Thompson wife of Augustus Porter Thompson (Case No. 47846) are omitted.

Levi O. Harris and
Georgiana his wife
To
The Buffalo Iron and
Nail Company

Warranty Deed
Dated March 20 1872
Acknowledged March 28 1872
Recorded April 3 1872 in
Liber 309 of Deeds at page 483
Consideration \$2500.00
Conveys the following described premises:- Commencing in the northerly bounds of Bradley Street at its intersection with the easterly bounds of DeWitt Street; thence

easterly along the northerly bounds of Bradley Street about 598 feet to the westerly bounds of Dart Street; thence northerly along the westerly bounds of Dart Street 120 feet; thence westerly on a line parallel with the northerly bounds of Bradley Street about 520 feet and until it shall intersect the southeasterly bounds of Bull Street so called; thence southwesterly along the southeasterly bounds of Bull Street so called about 97 feet and until it shall intersect the easterly bounds of DeWitt Street; thence southerly along the easterly bounds of DeWitt Street about 62 feet to the place of beginning.

48	In the Matter Of The Buffalo Iron and Nail Company (Case No. 1887)	Certificate of Incorporation Dated September 26 1864 Acknowledged September 26 1864 Filed September 28 1864
----	--	--

49	The Buffalo Iron and Nail Company To Pascal P. Pratt	Warranty Deed Dated March 13 1885 Acknowledged March 13 1885 Recorded March 16 1885 in Liber 470 of Deeds at page 501 Consideration \$140,000.00
----	---	---

Conveys all that parcel of
land bounded northerly by a line
parallel with Bradley Street and distant 120 feet northerly from
the northerly bounds of Bradley Street; easterly by Dart Street;
southerly by Bradley Street; westerly by DeWitt Street and north-
westerly by Bull Street so called, et al.

50	Pascal P. Pratt and Phebe L. his wife To Stephen D. Hunter and Silas H. Cummings	Warranty Deed Dated January 18 1887 Acknowledged January 18 1887 Recorded January 19 1887 in Liber 509 of Deeds at page 411
----	--	---

Consideration \$4000.00

Conveys the following described premises:- City of Buffalo,

bounded and described as follows:- Commencing in the easterly bounds of Dewitt Street at the intersection thereof with south bounds of Bull Street so called; thence southerly on the easterly bounds of Dewitt Street to the northerly bounds of Bradley Street; thence easterly on the northerly bounds of Bradley Street 150 feet; thence northerly on a line parallel with the easterly bounds of DeWitt Street 120 feet; thence westerly on a line parallel with the northerly bounds of Bradley Street to the intersection of said line with the southeasterly bounds of said Bull Street; thence southwesterly along the southeasterly boundary of Bull Street to the intersection thereof with the easterly bounds of Dewitt Street at the place or point of beginning.

Stephen D. Hunter and
Clara M. his wife,
Silas W. Cummings and
Mary F. his wife

Warranty Deed

Dated April 28 1890

Acknowledged May 19 1890

Recorded May 21 1890 in

To

Liber 851 of Deeds at page 624

Niagara Top Co.

Consideration \$1.00 and other good
and valuable consideration

Conveys same premises as in
Deed No. 50 above.

In the Matter

Certificate of Incorporation

Of

Dated April 10 1890

Niagara Top Company

Acknowledged April 10 1890

(Case No. 9435)

Filed April 17 1890

Duration 50 years

The Niagara Top Company

Warranty Deed

To

Dated April 23 1897

Queen City Gas Light
Company

Acknowledged April 24 1897
Recorded April 28 1897 in

Liber 848 of Deeds at page 242

Consideration \$1.00

Conveys same premises as in
Deed No. 50 above. Recites including
steam apparatus, shafting and hangers
attached thereto, attached to the
building situate on said premises.

Stephen D. Hunter

Warranty Deed

Silas W. Cummings and

Dated July 15 1887

Mary F. his wife

Acknowledged July 15 1887

To

Recorded July 15 1887 in

Joseph E. Clark and

Liber 525 of Deeds at page 298

William Hill

Consideration \$700.00

Conveys the following des-
cribed premises:- City of Buffalo,
bounded and described as follows:- Beginning in the northerly bounds
of Bradley Street at a distance of 150 feet easterly from the east-
erly line of Dewitt Street; thence easterly along the northerly
bounds of Bradley Street 50 feet; thence northerly on a line parallel
with the easterly line of Dewitt Street 120 feet to the northerly
bounds of Lot No. 175; thence westerly along the northerly bounds
of Lot No. 175, 50 feet; thence southerly on a line parallel with
the easterly line of DeWitt Street 120 feet to the northerly bounds
of Bradley Street at the point or place of beginning and being the
easterly 50 feet of Deed No. 50 above.

Pascal P. Pratt,

Warranty Deed

widower

Dated November 27 1888

To

Acknowledged December 10 1888

Joseph E. Clark and

Recorded December 13 1888 in

William Hill

Liber 547 of Deeds at page 198

Consideration \$670.00

Conveys the following des-
cribed premises:- City of Buffalo,
bounded and described as follows:- Beginning in the northerly bounds
of Bradley Street at a distance of 200 feet easterly from the easterly

bounds of Dewitt Street; thence easterly along the northerly bounds of Bradley Street 67 feet to what would be the westerly bounds of Danforth Street if extended northerly on present lines of said street; thence northerly along what would be the westerly bounds of Danforth Street if extended northerly as aforesaid 120 feet; thence westerly on a line parallel with Bradley Street 67 feet to a line parallel with the easterly line of Dewitt Street which line is the easterly line of land heretofore conveyed by Pascal P. Pratt to Stephen D. Hunter and Silas H. Cummings; thence southerly along said easterly bounds on line of the land so conveyed to said Hunter and Cummings 120 feet to the northerly bounds of Bradley Street at the point or place of beginning.

MONROE ABSTRACT & TITLE CORPORATION

Joseph E. Clark, and
Leah his wife,
William Hill,
unmarried
To
The Clark and Hill
Manufacturing Company

Warranty Deed
Dated May 1 1889
Acknowledged May 21 1889
Recorded May 22 1889 in
Liber 558 of Deeds at page 270
Consideration \$1.00 and other good
and valuable consideration

Conveys same premises as in
Deeds Nos. 54 and 55 above. Subject
to mortgage recorded in Liber 494 of
Mortgages at page 338, since dis-
charged.

In the Matter
Of
Clark and Hill
Manufacturing Company
Limited
(Case No. 2915)

Certified Copy of Certificate
of Incorporation
Dated April 18 1889
Acknowledged April 25 1889
Filed April 25 1889
Duration 25 years
Certificate of Dissolution
filed May 25 1897

In the Matter
Of

Supreme Court Erie County
Filed May 25 1897

Clark and Hill
Manufacturing
Company, Limited

Orders Stephen D. Hunter be
appointed temporary Receiver of the
property of said corporation.

Thomas E. Dudley as
Receiver of the Clark and
Hill Manufacturing
Company Limited

Receiver's Deed
Dated January 14 1890
Acknowledged January 14 1890
Recorded August 11 1898 in
Liber 856 of Deeds at page 251
Consideration \$2800.00

To
Queen City Gas Light
Company of Buffalo

Conveys same premises as in
Deed No. 56 above.

Pascal P. Pratt
To
Stephen D. Hunter

Warranty Deed
Dated January 28 1889
Acknowledged January 29 1889
Recorded February 1 1889 in
Liber 547 of Deeds at page 391
Consideration \$500.00

Conveys the following described
premises:- City of Buffalo, commencing
in the northerly bounds of Bradley Street 267 feet easterly from the
easterly bounds of DeWitt Street and at a point where the northerly
bounds of Bradley Street would intersect by the westerly bounds of
Dan forth Street if extended northerly on its present line and being
at the southeasterly corner of lands heretofore deeded by first
party by deed dated November 27 1888 to Joseph E. Clark and William
Hill which deed is recorded in Erie County Clerk's Office in Liber
547 of Deeds at page 198; thence northerly along the easterly bounds
of said Clark and Hills lands 120 feet; thence easterly on a line
parallel with Bradley Street 50 feet; thence southerly on a line
parallel with the westerly bounds of the land hereby conveyed 120 feet
to the northerly bounds of Bradley Street; thence westerly along the
northerly bounds of Bradley Street 50 feet to the point or place of
beginning.

61

Stephen D. Hunter and
Clara M. his wife

To

William Hill

Warranty Deed

Dated November 29 1892

Acknowledged November 29 1892

Recorded November 30 1892 in

Liber 641 of Deeds at page 633

Consideration \$1.00 and other good
and valuable consideration

Conveys same premises as in
Deed No. 60 above. Subject to
mortgage recorded in Liber 530 of
Mortgages at page 627, since dis-
charged, and subject to all taxes
and assessments now a lien on said
premises.

62

William Hill and
Cassie his wife

To

Oliver S. Laycock

Warranty Deed

Dated December 20 1892

Acknowledged December 20 1892

Recorded January 13 1893 in

Liber 669 of Deeds at page 63

Consideration \$1.00

Conveys same premises as in
Deed No. 60 above.

63

Oliver S. Laycock

To

Clara M. Hunter

Mortgage

Dated December 24 1892

Acknowledged January 12 1893

Recorded January 13 1893 in

Liber 636 of Mortgages at page 103

Given to secure \$775.00 on
same premises as in Deed No. 60 above.

64

John A. Kennedy

Vs

Oliver S. Laycock and
Annie his wife,
The German Bank,

Supreme Court Erie County

Lis Pendens to foreclose

last above mortgage

Filed January 26 1898

Bissell & Metcalf - Attorneys

To
Queen City Gas Light
Company of Buffalo

Acknowledged March 14 1898
Recorded August 11 1898 in
Liber 874 of Deeds at page 1
Consideration \$1250.00

Conveys same premises as in
Deed No. 60 above, being on the
foreclosure of Mortgage No. 63 above.

Pascal A. Pratt,
a widower

Warranty Deed
Dated August 11 1890

To
Frederick L. Pratt

Acknowledged September 3 1890
Recorded September 6 1890 in
Liber 593 of Deeds at page 134
Consideration \$1.00 and other
valuable consideration

Conveys the following described
premises:- City of Buffalo, bounded
and described as follows:- Commencing in the northerly bounds of
Bradley Street at the intersection thereof, with the westerly bounds
of Dart Street; thence westerly along the northerly bounds of Bradley
Street 278.55 feet to the easterly bounds of certain lands heretofore
conveyed by the first party hereto to Stephen D. Hunter reference
being made to a record of a mortgage given by said Stephen D. Hunter
to first party hereto which mortgage bears date of January 28 1889
and is recorded in Erie County Clerk's Office in Liber 494 of Mortgage
at page 454 reference being made thereto for the purpose of determing
the easterly bounds of said lands so conveyed to Hunter; thence
northerly along the easterly bounds of said lands so conveyed to
said Hunter to a point in a line running parallel with Bradley Street
and which line intersects the westerly bounds of Dart Street at a
point 120 feet northerly from the northerly bounds of Bradley Street;
thence easterly on said line parallel with Bradley Street 278.55 feet
to the point in the westerly bounds of Dart Street which point is
120 feet northerly from the northerly bounds of Bradley Street;
thence southerly to the northerly bounds of Bradley Street at the
point or place of beginning.

70

Frederick L. Pratt,
unmarried

To

John Q. Adams

Warranty Deed

Dated June 18 1892

Acknowledged June 20 1892

Recorded June 20 1892 in

Liber 670 of Deeds at page 6

Consideration \$1.00 and other good
and valuable consideration

Conveys same premises as in
Deed No. 69 above.

71

John Q. Adams and
Wilhelmina his wife

To

Ida Perine West

Warranty Deed

Dated June 19 1893

Acknowledged June 20 1893

Recorded June 22 1893 in

Liber 677 of Deeds at page 615

Consideration \$1.00

Conveys the following described
premises:- City of Buffalo, bounded

and described as follows:- Commencing in the northerly bounds of
Bradley Street at a point 248.55 feet west of the intersection there-
of with the westerly bounds of Dart Street; thence westerly along
the northerly bounds of Bradley Street 30 feet to the easterly
bounds of certain lots heretofore conveyed by Pascal P. Pratt to
Stephen D. Hunter reference being made to a record of a mortgage
given by said Stephen D. Hunter to said Pascal P. Pratt which
mortgage bears date of January 28 1889 and is recorded in Erie County
Clerk's Office in Liber 494 of Mortgages at page 454, reference being
made thereto for the purpose of determing the easterly bounds of the
lands so conveyed to said Hunter; thence northerly along the easterly
bounds of said lands so conveyed to said Hunter to a point in a line
running parallel with Bradley Street and which line intersects the
westerly bounds of Dart Street at a point 120 feet northerly from
the northerly bounds of Bradley Street; thence easterly on said line
parallel with Bradley Street 30 feet to a point; thence southerly

along a line parallel with the easterly bounds of the land conveyed to said Hunter 120 feet to the northerly bounds of Bradley Street to the point or place of beginning. Recites being part of Deed No. 69 above.

John Q. Adams and
Wilhelmina L. his wife

Warranty Deed

Dated July 31 1895

To

Acknowledged September 6 1895

Margaret A. Sturdy

Recorded September 13 1895 in

Liber 744 of Deeds at page 494

Consideration \$1.00

Conveys the following described premises:- City of Buffalo, bounded and described as follows:- Commencing in the northerly bounds of Bradley Street at a point 98.55 feet west of the intersection thereof with the westerly bounds of Dart Street; thence westerly along the northerly bounds of Bradley Street 150 feet; thence northerly parallel with Dart Street 120 feet; thence easterly parallel with Bradley Street 150 feet to a point; thence southerly parallel with Dart Street 120 feet to the northerly bounds of Bradley Street to the point or place of beginning. Recites being part of premises conveyed by Deed No. 70 above. Subject to a mortgage recorded in Liber 729 of Mortgages at page 32.

Margaret Ann Sturdy
wife of James Sturdy

Warranty Deed

Dated July 25 1896

To

Acknowledged July 25 1896

Frederick Lorenz Pratt

Recorded July 25 1896 in

Liber 816 of Deeds at page 238

Consideration \$1.00 and other good and valuable consideration

Conveys same premises as in Deed No. 72 above. Recites being part of the premises described in Deed No. 70 above. Also this conveyance shall not operate to merge

or discharge the lien or to release mortgage on said premises recorded in Liber 778 of Mortgages at page 174, since discharged, but there shall be no claim for deficiency in the matter of said mortgage against said John Q. Adams or said first party hereto.

Ida Perine West

Warranty Deed

74

To

Dated March 8 1897

George W. Adams

Acknowledged March 20 1897

Recorded April 2 1897 in

Liber 816 of Deeds at page 458

Consideration \$1.00

Conveys same premises as in

Deed No. 71 above.

George W. Adams,

Warranty Deed

bachelor

Dated December 28 1897

75

To

Acknowledged December 30 1897

Queen City Gas

Recorded August 11 1898 in

Light Company

Liber 870 of Deeds at page 305

Consideration \$750.00

Conveys same premises as in

Deed No. 74 above.

John Quincy Adams and

Warranty Deed

Wilhelmina L. his wife

Dated December 28 1897

76

To

Acknowledged January 3 1898

Queen City Gas

Recorded August 11 1898 in

Light Company

Liber 868 of Deeds at page 476

Consideration \$2463.75

Conveys the following descrip

premises:- City of Buffalo, bounded

and described as follows:- Commencing at the point of intersection of the northerly bounds of Bradley Street with the westerly bounds of Dart Street; and running thence westerly along the northerly bounds of Bradley Street 98.55 feet; thence northerly on a line

running parallel with the westerly bounds of Dart Street 120 feet; thence easterly on a line running parallel with the northerly bounds of Bradley Street 98.55 feet to the westerly bounds of Dart Street; thence southerly along the westerly bounds of Dart Street 120 feet to the point or place of beginning. Recites being the same premises described in Mortgage recorded in Liber 778 of Mortgages at page 175, since discharged.

Frederick Lorenz Pratt,
bachelor

Warranty Deed

Dated December 28 1897

Acknowledged December 30 1897

To
Queen City Gas
Light Company

Recorded August 11 1898 in

Liber 871 of Deeds at page 275

Consideration \$3750.00

Conveys same premises as in
Deed No. 73 above.

Levi O. Harris and
Georgiana his wife

Warranty Deed

Dated March 20 1872

Acknowledged March 28 1872 in

To
James N. Scatcherd

Recorded April 3 1872 in

Liber 309 of Deeds at page 484

Consideration \$2500.00

Conveys the following described
premises:- Commencing in the easterly

bounds of DeWitt Street at its intersection with the northwesterly bounds of Bull Street so called; thence northerly along the easterly bounds of DeWitt Street about 212 feet to Scajaquadius Creek; thence easterly bounding on said creek about 195 feet to lands heretofore conveyed by said parties of the first part to Jerome Pierce and Co.; thence southerly bounding on the lands conveyed to Pierce and Co., as aforesaid about 180 feet to the northwesterly bounds of Bull Street so called; thence southwesterly along the northwesterly bound of Bull Street so called about 316 feet to DeWitt Street and the place of beginning.

Will

Of

James N. Scatterd
(Case No. 19388)

Will

Dated June 3 1879

Probated January 29 1885

Recorded in Liber 27 of
Wills at page 303

Also recorded May 6 1889 in
Liber 556 of Deeds at page 568

Makes certain bequests of
personal property and devises real
estate other than those in question.

Gives, devises and bequeaths all the rest, residue and remainder of his property, real and personal, wherever the same may be situated and of every kin, name and description to his said wife, Anne B. Scatterd, her heirs and assigns forever.

Appoints his wife, Anna B. Scatterd, executrix.

Codicil dated May 22 1882, revokes the said nomination and appointment of his wife, Anne B. Scatterd, as sole executrix and nominates and appoints his son, John N. Scatterd and Wilson S. Bissell, executors and his wife Anne B. Scatterd, executrix.

Codicil dated January 17 1885, devises an undivided 1/2 part or interest in lands in Canada to Edmund Deedes. In lieu of the disposition, inconsistent herewith in his last will and testament and codicil of his residuary estate, he hereby provides as well also in lieu of certain of the other provisions of said will and codicil as follows:- All the rest, residue and remainder of his property not otherwise disposed of by the terms of this codicil, he gives, devise and bequeaths to his executors in trust for various purposes herein contained, authorizing and empowering his said executors to sell, grant and convey the whole or any part of the real estate of which he may die seized.

Petition for Probate of Will filed January 23 1885 recites the death of decedent on or about January 18 1885, leaving him surviving, Anne B. Scatterd, widow, of full age, John N. Scatterd and Emily R. Scatterd, children and only heirs-at-law and next of kin of said deceased, both of full age.

Letters Testamentary issued to Wilson S. Bissell, John N. Scatcherd and Anne B. Scatcherd recorded January 29 1886 in Liber 12 of Letters at page 155.

John N. Scatcherd and
Wilson S. Bissell, as
surviving executors of
and trustees under the
last will and testament
of James N. Scatcher,
deceased

Executor's Deed
Dated May 21 1889
Acknowledged May 21 1889
Recorded May 21 1889 in
Liber 462 of Deeds at page 255
Consideration \$1.00
Conveys same premises as in
Deed No. 78 above.

To
John N. Scatcherd and
Emily L. Cary as
tenants in common

John N. Scatcherd and
Mary E. his wife and
Emily L. Cary

Warranty Deed
Dated June 23 1914
Acknowledged June 23 1914
Recorded July 20 1914 in
Liber 1278 of Deeds at page 353
Consideration \$1.00 and more
Conveys same premises as in
Deed No. 78 above. Subject to all
taxes and mortgages.

To
Charles L. Gurney

Charles L. Gurney and
Evelyn R. his wife

Quit-Claim Deed
Dated May 29 1917
Acknowledged May 29 1917
Recorded June 6 1917 in
Liber 1383 of Deeds at page 242
Consideration \$1.00 and more
Conveys same premises as in
Deed No. 78 above et al.

To
Charles H. Taylor

83

Charles H. Taylor and

Rosina A. his wife

To

Charles L. Gurney, as

Trustee for the

purposes and upon the

Trusts hereinafter

set forth

Quit-Claim Deed

Dated June 6 1917

Acknowledged June 6 1917

Recorded June 6 1917 in

Liber 1364 of Deeds at page 518

Consideration \$1.00

Conveys same premises as in Deed No. 78 above, et al. To take and hold the same, to collect rents, issues and profits thereof, to pay out of said rents, issues and profits all expenses, all taxes and assessments, all interests upon any and all mortgages, all insurance premiums, all necessary carrying charges and all other monies necessary for the preservation, protection or benefit of the said premises or any portion thereof and pay over the balance of said rents, issues and profits of said premises at such times and in such amounts as the said party of the second part shall deem wise and advisable unto and for the use of John N. Scatterd for and during the term of his natural life. That the said parties of the first part do hereby remise, release and forever quit-claim the premises in question unto Madeline S. Milburn, daughter of the said John N. Scatterd upon the death of the said John N. Scatterd, to have and to hold the same unto the said Madeline S. Milburn, her heirs and assigns forever.

84

In the Matter

of the Estate

Of

John N. Scatterd

(Case No. 55778)

(No search against any of the heirs or legatees of John N. Scatterd, except against Madeline S. Milburn)

Petition for Letters of

Administration

Filed September 27 1917

Recites the death of decedent

on or about September 23 1917

intestate, leaving him surviving the following, his only heirs-at-law and next of kin:- Doris L. Scatter,

widow, James N. Scatcherd, son and Madeline S. Milburn, daughter, all of full age.

Letters of Administration issued to Bankers Trust Company recorded in Liber 42 of Letters at page 606, September 27 1917.

Madeleine S. Milburn

Warranty Deed

To

Dated January 22 1926

Iroquois Gas Corporation

Acknowledged January 22 1926

Recorded February 2 1926 in

Liber 1869 of Deeds at page 440

Consideration \$1.00

Conveys same premises as in Deed No. 78 above. Together with all the right, title and interest of the first part in and to Scajaquada Creek and the lands thereunder and in and to DeWitt Street and Fernwood Place upon which the above described premises abut.

Levi O. Harris and

Warranty Deed

Georgiana his wife

Dated January 17 1871

To

Acknowledged January 20 1871

Jerome Pierce, Andrew

Recorded January 30 1872 in

J. Pierce and Axel H.

Liber 316 of Deeds at page 184

Weisner

Consideration \$7000.00

Conveys all of Lot No. 175 which was conveyed to said Harris and Nathaniel B. Hoyt and wife by Deed No. 44 above, excepting and reserving therefrom two parcels thereof to wit, first piece or parcel being bounded and described as follows:- Easterly by Dart Street 120 feet, southerly by Bradley Street about 594 feet, westerly by DeWitt Street northwesterly by Bull Street and northerly by a line parallel with Bradley Street and 120 feet distant northerly therefrom. The second

piece or parcel of land being bounded and described as follows:-
Northerly by the northwest bounds of said lot, westerly by DeWitt
Street, southeasterly by Bull Street and easterly by a line parallel
with DeWitt Street and 165 feet easterly therefrom.

Will

Will

87

Of

Dated January 12 1875

Jerome Pierce

Probated January 18 1878

(Case No. 17465)

Recorded in Liber 19 of

(No search against any of
the heirs, devisees or
legatees under this will.
Search made against the
executrix only)

Wills at page 247

Devises his house and lot on
Delaware Street to his wife, Mary E.
Pierce in lieu of dower. All the res
and residue of his estate both real
and personal he devises to his
executors in trust etc. with power

to sell and convey.

Appoints his wife Mary E. Pierce and his brother Andrew J.
Pierce, executrix and executor.

Petition for Probate of Will filed August 28 1879 recites
the death of decedent on or about January 3 1878 leaving him
surviving Annie Maria Pierce, daughter, Helen Loud Pierce, daughter
both infants and Mary E. Pierce, widow.

Letters Testamentary issued to Mary E. Pierce recorded
January 18 1878 in Liber 8 of Letters at page 448.

Andrew J. Pierce,
surviving partner of the
late firm of Jerome
Pierce and Co. (said
firm having been com-
posed of Jerome Pierce
and Andrew J. Pierce

General Assignment

Dated May 16 1878

Acknowledged May 17 1878

Recorded May 17 1878 in

Liber 366 of Deeds at page 273

Assigns all of effect for the
benefit of creditors.

88

To

Daniel C. Beard

Daniel C. Beard as
 assignee of Andrew J.
 Pierce surviving
 partner of the late
 firm of Jerome Pierce
 and Co. in trust for
 the benefit for the
 creditors of said firm,
 Andrew J. Pierce and
 Sarah E. his wife,
 Alex H. Weisner and
 Caroline M. his wife,
 and Mary E. Pierce
 individually and as
 executrix of the last
 will and testament of
 Jerome Pierce, deceased

To

Hartly Laycock and
 John Laycock

Deed
 Dated December 6 1878
 Acknowledged December 6 1878
 Recorded December 12 1878 in
 Liber 304 of Deeds at page 314
 Consideration \$5000.00
 Conveys same premises as in
 Deed No. 86 above.

In the Matter
 of the Estate
 Of

Hartley Laycock
 (Case No. 13306)

Petition for Letters of
 Administration
 Filed December 3 1879

Recites that Hartley Laycock
 died intestate on or about October 31
 1879 leaving him surviving Anne
 Laycock, his widow and James H.
 Laycock and Mary C. Laycock his only
 children and next of kin.

Letters of Administration issued to Anne Laycock recorded
 December 3 1879 in Liber 7 of Letters at page 2.

John Laycock

Vs

Superior Court of Buffalo
 Lis Pendens in an action for

Anna Laycock,
personally and as
sole administratrix
of the estate of
Hartley Laycock,
deceased, James
Hartley Laycock,
Mary Craven
Laycock, John
Scatcherd Laycock
and Esther A. Osbourn

a partition and division of
same premises as conveyed by
Deed No. 89 above
Filed January 5 1882
Davis and Clinton
Attorneys

92

Charles B. Germain,
Referee
To
John Laycock

Referee's Deed
Dated February 13 1883
Acknowledged February 24 1883
Recorded February 26 1883 in
Liber 406 of Deeds at page 376
Consideration \$4000.00

Conveys same premises as in
Deed No. 86 above, pursuant to judgment in last above action.

93

Ann Laycock, widow of
Hartley Laycock,
deceased
To
John Laycock

Release of Dower
Dated February 13 1883
Acknowledged February 23 1883
Recorded February 26 1883 in
Liber 437 of Deeds at page 372
Consideration \$1.00

Releases same premises as
conveyed by Deed No. 86 above.

94

Will
Of
John Laycock
(Case No. 13311)

Will
Dated July 21 1894
Probated September 6 1894
Recorded in Liber 48 of
Wills at page 170

Makes various bequests not

affecting premises in question and gives and devises an undivided 1/3 of the residue and remainder of his estate, real and personal to his wife Laura Laycock to be in lieu of dower, the remaining 2/3 of his estate, being all the residue, he gives and devises to his son, Oliver S. Laycock.

Appoints his wife, Laura Laycock and his son, Oliver S. Laycock, executors with power to sell and convey.

Petition for Probate of Will filed August 15 1894 recites the death of decedent on or about August 9 1894 leaving him surviving the following his only heirs-at-law and next of kin, Laura Laycock, widow, Oliver S. Laycock, son and others.

Letters Testamentary issued to executors recorded September 6 1894 in Liber 19 of Letters at page 459.

95

Laura Laycock, individually and as executrix and widow of John Laycock, deceased
To
Oliver S. Laycock

Quit-Claim Deed
Dated October 24 1895
Acknowledged November 26 1895
Recorded November 26 1895 in
Liber 724 of Deeds at page 266
Consideration \$1.00

Conveys same premises as in Deed No. 86 above. Signed and acknowledged individually only.

96

Laura Laycock
To
Oliver S. Laycock

General Realease of Dower
Dated November 26 1895
Acknowledged November 26 1895
Recorded December 11 1895 in
Liber 770 of Deeds at page 495

Release of Dower in all real and personal estate of John Laycock, deceased.

97

Oliver S. Laycock and
Annie his wife
To
The Laycock Lumber

Warranty Deed
Dated July 15 1896
Acknowledged August 24 1896
Recorded August 24 1896 in

Company

Liber 820 of Deeds at page 399
Consideration \$1.00 and other
valuable consideration

Conveys same premises as in
Deed No. 86 above. Subject to a
mortgage since discharged.

98

In the Matter

Of

The Laycock Lumber
Company

Certificate of Incorporation

Dated October 1 1895

Recorded October 15 1895 in
Liber 8 of Certificates of
Incorporation at page 422

99

The Laycock Lumber
Company

To

Charles V. Slocum

Warranty Deed

Dated November 25 1896

Acknowledged November 27 1896
Recorded November 30 1896 in
Liber 828 of Deeds at page 616
Consideration \$1.00

Conveys same premises as in
Deed No. 86 above. Subject to a
mortgage since discharged.

100

Charles V. Slocum and

Delia A. his wife

To

The Queen City Gas
Light Company of
Buffalo

Quit-Claim Deed

Dated March 23 1897

Acknowledged April 2 1897

Recorded April 3 1897 in
Liber 732 of Deeds at page 384
Consideration \$1.00

Conveys same premises as in
Deed No. 86 above.

101

In the Matter

Of

Queen City Gas Light

Certificate of Incorporation

Dated February 15 1893

Recorded February 17 1893

	Company	Liber 6 of Certificates of Incorporation at page 111
102	In the Matter Of Peoples Gas Light and Coke Company of Buffalo	Certificate of Incorporation Dated November 2 1897 Recorded December 3 1897 in Liber 10 of Certificates of Incorporation at page 340
103	Peoples Gas Light and Coke Company of Buffalo To Colonial Trust Company	Mortgage Dated December 11 1897 Acknowledged December 11 1897 Recorded December 27 1897 in Liber 794 of Mortgages at page 538 Given to secure bonds to the amount of \$10,000.000.00 on all the lands and real estate etc. of every kind and character now owned or which may hereafter be acquired etc.
104	Queen City Gas Light Company To Colonial Trust Company, Trustee	Mortgage Dated December 11 1897 Acknowledged December 11 1897 Recorded December 27 1897 in Liber 836 of Mortgages at page 117 Given to secure bonds on all the lands and real estate etc. of every kind and character now owned or which may hereafter be acquired etc. Recites a mortgage executed by the Peoples Gas Light and Coke Company to the Colonial Trust Company as Trustee dated December 11 1897 and also recites that the said Peoples Gas Light and Coke Company has or is about to become the owner of all the capital stock of the Queen City Gas Light Company.

105

Patrick Moffat suing
on behalf of himself
and other bond holders
similarly situated on
the Peoples Gas Light
and Coke Company of
Buffalo, who may desire
to come in and contri-
bute to the expenses of
this action

Vs

Peoples Gas Light and
Coke Company of Buffalo,
Colonial Trust Company
as Trustee, Buffalo Gas
Company and Alexander
C. Humphrey and Harry
T. Ramsdell as Receivers
of the Buffalo Gas
Company

Supreme Court Erie County
Lis Pendens to foreclose
a mortgage dated December 11 1897
executed by Peoples Gas Light and
Coke Company of Buffalo to the
Colonial Trust Company as Trustee
and recorded in Liber 797 of
Mortgages at page 538, December
27 1897
Filed October 25 1916

Fleischmann and Pooley
Attorneys

Roll filed January 31 1922
Sale Ordered
Preston M. Albro, appointed
Referee

106

James A. Green suing
on behalf of himself
and other bond holders
similarly situated
of the Peoples Gas
Light and Coke Company
of Buffalo who may
desire to come in and
become parties and con-
tribute to the expenses
of this action

Vs

Peoples Gas Light and
Coke Company of

Supreme Court Erie County
Amended Lis Pendens to
foreclose a mortgage dated
December 11 1897 executed by
Peoples Gas Light and Coke
Company of Buffalo to the
Colonial Trust Company as
Trustee recorded in Liber 797
of Mortgages at page 538, December
27 1897
Filed August 6 1918

Fleischmann and Pooley
Attorneys

Buffalo, Colonial
Trust Company as
Trust, Buffalo Gas
Company, Alexander
C. Humphrey and Harry
T. Ramsdell as Receivers
of the Buffalo Gas
Company, Louis H.
Gethoefer and William
J. Judge and Equitable
Trust Company of
New York as Successor
Trustee to Colonial
Trust Company as
Trustee

Will

Of

Maria Matilda Thompson

Will

Dated September 22 1885

Probated September 24 1888

Recorded in Liber 27 of

Wills at page 465

Makes various money and
personal bequests. Gives and devises

all the rest, residue and remainder of her real and personal estate
to her executors and trustees hereinafter appointed, in trust for
the execution of said Will, with power to sell and dispose of same
at public or private sale and authorizes her said executors and
trustees to divide the same among her seven children, Maria Lindsay
Lothrop, Harry Thompson, Kate Dey Daly, Myra Hull Cochrane, Jeannett
Chamberlain and Ann Matilda Ganson, the seventh portion to be held
by her said executors and trustees in trust for her said daughter
Cornelia and pay the incomes from said portion to said Cornelia until
the death or marriage of said Cornelia and shall cease and determine
upon the happening of either of said events appoints her son Harry
Thompson, Benjamin L. Lothrop and Henry Ganson, executors and trustee
and that the survivor or survivors shall have full power to act.

Petition for Probate of Will filed September 24 1888, recites the death of decedent on or about August 5 1888 leaving her surviving the following her only heirs-at-law and next-of-kin:- Harry Thompson, son of full age, Maria Lindsay Lothrop, daughter of full age, Kate Dey Daly, daughter of full age, Myra Hull Cochrane, daughter, Jeannette Chamberlain, daughter, Ann Matilda Ganson, daughter and Cornelia Sweet. Said deceased left no husband, father or mother.

Letters Testamentary issued to Harry Thompson, Benjamin L. Lothrop and Harry Ganson recorded September 24 1888 in Liber 14 of Letters at page 360.

MONROE ABSTRACT & TITLE CORPORATION

108

Harry Thompson

Assignment

To

Dated April 5 1897

Anna Thompson

Filed with above will

April 4 1905

Assigns all his right, title and interest in and to an undivided one-sixth part of any and all real and personal property now held in trust for him by the executors and trustees named in and under the last will and testament of his mother Maria Matilda Thompson, hereby giving and granting unto said Ann Thompson full power and authority in case of default, in paying any and all of said indebtedness at maturity to sell the said interest in said estate.

109

In the Matter

Surrogate's Court Erie County

Of

Release and Discharge dated

the Judicial Settlement

April 6 1905

of the accounts of

Filed with Will No. 107 above

Harry Thompson,

May 8 1905

Benjamin L. Lothrop

Wherein Ann Thompson, assignee

and Henry Ganson, as

of Harry Thompson upon receipt of

Executors and Trustees

the sum of \$3424.48 releases said

of the last will and

executors and trustees from all

Testament of Maria

claim and hereby request the

Matilda Thompson,

Surrogate of said County to enter and

deceased

indorse this as a discharge of such
Order and Decree

Affidavit

Affidavit

110

Of

Verified October 21 1925

Henry Carlton Harris

Recorded January 21 1927 in

Liber 1879 of Deeds at page 550

Deposes that he is the son of
Levi O. Harris, the grantee named in
Deed No. 44 above; that the said Levi O. Harris died intestate on
or about September 7 1906 leaving him surviving Georgiana Harris,
his widow and the followingg children as his sole heirs-at-law and
next-of-in:- Henry Carlton Harris, Grace Louisa Leonard, Georgiana
Dutton Harris, Howard Marvin Harris, Hazel Snider and Lee Harris;
that the said Georgiana Harris, widow of Levi O. Harris did not
remarry and died intestate December 1 1924; that the said Levi O.
Harris left no descendants of any deceased children him surviving.

Equitable Trust Company

Referee's Deed

of New York, as

Dated December 24 1925

trustee (successor

Acknowledged January 9 1926

trustee to Colonial

Recorded January 11 1926 in

Trust Company) People's

Liber 1852 of Deeds at page 197

Gas Light and Coke

Consideration \$375.00

Company of Buffalo,

Preston M. Albro,

a Referee appointed by

the Supreme Court of

the State of New York

Conveys the following describe
premises:- Beginning at a point in
the west line of Dart Street, distant
60.4 feet southerly from the north
line of said Lot No. 175, said point
of beginning being the intersection
of said west line of Dart Street with
the south line of lands deeded to
Buffalo Structural Steel Co. by
Deed recorded in Liber 878 of Deeds
at page 382; thence southerly along
said west line of Dart Street, 732.09

111

To

Iroquois Gas Corporation

feet to its intersection with the north line of Bradley Street; thence westerly along said north line of Bradley Street, 598.76 feet to its intersection with the east line of DeWitt Street; thence northerly along said east line of DeWitt Street, 86.85 feet to its intersection with the southeast line of Fernwood Place; thence northeasterly along said southeasterly line of Fernwood Place 312.82 feet to the easterly boundary of said street; thence northerly along said easterly boundary of said street, 68 feet to the northwesterly boundary thereof; thence southwesterly along said northwesterly boundary of said street, 84.99 feet to its intersection with the easterly boundary line of land deeded to Charles H. Taylor by deed recorded in Liber 1383 of Deeds at page 242, being No. 82 above; thence northerly along the last mentioned boundary line about 167 feet to its intersection with the Bulkhead line of Scajaquada Creek, as proposed by the Department of Public Works of the City of Buffalo in a communication to the Common Council dated February 28 1917; thence north 61° 63' east along said proposed Bulkhead line about 2 feet to an angle in the same; thence north 3° 27' east along said proposed Bulkhead line 216.39 feet to another angle in the same; thence north 12° west about 62 feet to its intersection with first mentioned southerly boundary line of lands of Buffalo Structural Steel Co.; thence easterly along last mentioned southerly boundary line of Buffalo Structural Steel Co. about 489.74 feet to the point of beginning and more on foreclosure of Mortgage No. 103 above.

Grace Louise Leonard,
Henry Carlton Harris,
unmarried, Georgianna
Dutton Harris, Howard
Marvin Harris and
Nellie Harris his
wife, Hazel Harris
Snider, Lee Benjamin
Harris and Charlotte
his wife

Quit-Claim Deed
Dated October 19 1925
Acknowledged October 19 1925
Recorded January 21 1927 in
Liber 1894 of Deeds at page 298
Consideration \$1.00

Conveys the following described premises:- Beginning at the point of intersection of the center line of Fernwood Place (formerly Bull Street)

To
Iroquois Gas Corporation

with the center line of DeWitt Street
running thence northeasterly along
the said center line of Fernwood
Place to the point of intersection of
said center line with the easterly
line of said Fernwood Place; running
thence northerly along the said easterly line of said Fernwood Place
to the point of intersection of said easterly line with the north-
westerly line of Fernwood Place; running thence southwesterly along
the said northwesterly line of said Fernwood Place to the point of
intersection of said northwesterly line with the center line of
DeWitt Street and running thence southerly along the said center
line of DeWitt Street to the point or place of beginning. It being
intended to convey hereby all that portion of Fernwood Place lying
easterly of said center line of DeWitt Street and situate between
the said center line of said Fernwood Place and the said north-
westerly line of said Fernwood Place.

MONROE ABSTRACT & TITLE CORPORATION

Affidavit
Of
Donald C. Sweet

Affidavit
Verified November 19 1926
Recorded January 21 1927 in
Liber 1879 of Deeds at page 553

Deposes that he was personally
acquainted with Marie Matilda
Thompson whose will was recorded in Liber 27 of Wills at page 465,
being No. 107 above; that the said Maria Matilda Thompson was the
mother-in-law of this deponent and was the daughter of Absalom Bull,
the grantee in Deed No. 41 above and the grantor named in Deed
No. 42 above; that the will of the said Absalom Bull is No. 45 above
that the said Maria Matilda Thompson deponent's mother-in-law above
named, is referred to in the said will of Absalom Bull by the said
testator as his daughter Matilda Thompson, wife of A. Hull Thompson,
that the said Maria Matilda Thompson and the said Matilda Thompson
above named, are one and the same person; that the trust created
by the said will of Maria Matilda Thompson, to terminate upon the
death or marriage of her daughter Cornelia Thompson never became

effective as the said Cornelia Thompson, the daughter of said testator was married to this deponent a short time prior to the death of her mother the said Maria Matilda Thompson, that the children of the said Maria Matilda Thompson, being all the residuary legatees named in said will are still alive except Kate Dey Daley, one of the daughters of the said Maria Matilda Thompson; that the said Kate Dey Daly died intestate after the death of her mother, said Maria Matilda Thompson, leaving her surviving as her sole heirs-at-law and next-of-kin, Matilda D. Krueger, a daughter, John C. W. Daly, a son; that the said Kate Dey Daly left no husband her surviving; that the said Kate Dey Daly had a son Bryant C. Daly who died previous to the death of his mother and prior to the Year 1925, intestate leaving him surviving his widow Beulah France Miller and his sister said Matilda Kreuger and his brother said J. C. W. Daly, as his sole heirs-at-law and next-of-kin; that Harry Thompson, the son of said Maria Matilda Thompson and named in her said will as a legatee and devisee, is a widower; that to the best of deponent's information and belief all legacies set forth in the said will of Absalom Bull have been paid.

NOTE

Bankruptcy Proceedings of Henry H. Harris, Henry Harris and George Harris and Judgments against the names Harry H. Harris, L. Harris and John J. Daly are omitted.

114

Beulah France Miller	Quit-Claim Deed
To	Dated November 20 1925
Iroquois Gas Corporation	Acknowledged November 20 1925
	Recorded January 21 1927 in
	Liber 1847 of Deeds at page 542
	Consideration \$1.00

Conveys the following describe premises:- Beginning at the point of intersection of the center line of Fernwood Place formerly Bull Street with the center line of DeWitt Street; running thence northeasterly along the said center line of Fernwood Place to the point of intersection of said center line with the easterly line of said Fernwood

Place; running thence southerly along the said easterly line of said Fernwood Place to the point of intersection of said easterly line with the southeasterly line of Fernwood Place; running thence southwesterly along the said southeasterly line of said Fernwood Place to the point of intersection of said southeasterly line with the center line of DeWitt Street and running thence northerly along the said center line of DeWitt Street to the point or place of beginning. It being intended to convey hereby all that portion of Fernwood Place lying easterly of the said center line of DeWitt Street and situate between the said center line of said Fernwood Place and the said southeasterly line of said Fernwood Place.

MONROE ABSTRACT & TITLE CORPORATION

115

John C. W. Daly and
Charlotte L. his wife,
the said John C. W.
Daly being an heir-at-law
of Kate Dey Daly,
now deceased
To
Same
Quit-Claim Deed
Dated December 2 1925
Acknowledged December 2 1925
Recorded January 21 1927 in
Liber 1847 of Deeds at page 544
Consideration \$1.00
Conveys same premises as in
last above deed.

116

Matilda D. Krueger
To
Same
Quit-Claim Deed
Dated October 30 1925
Acknowledged October 30 1925
Recorded January 21 1927 in
Liber 1847 of Deeds at page 546
Consideration \$1.00
Conveys same premises as in
Deed No. 114 above.

Ann Matilda Ganson,
Cornelia Sweet, Maria
Lindsey Lathrop,
Jeannette Chamberlain,
Myra Hull Cochrane
Quit-Claim Deed
Dated November 2 1925
Acknowledged November 3 1925
Recorded January 21 1927 in
Liber 1910 of Deeds at page 528

117

and Harry Thompson

Consideration \$1.00

To

Conveys same premises as in

Same

Deed No. 114 above.

118

In the Matter

Certified Copy of Certificate

Of

of Continuance

Iroquois Gas Corporation

Dated April 26 1930

(Case No. 9955)

Acknowledged April 26 1930

Recorded April 28 1930 in

Liber 89 of Certificates of

Incorporation at page 211

119

Iroquois Gas Corporation

Deed (C Vs Gr)

To

Dated September 1 1972

Westwood Pharmaceuticals

Acknowledged September 1 1972

Inc.

Recorded September 1 1972 in

(No search against
this grantee)

Liber 7957 of Deeds atpage 367

Consideration \$10.00 and more

Conveys the following des-

cribed premises:-X City of Buffalo,

County of Erie and State of New York, being part of Lot No. 175, of
the Stevens Survey, bounded and described as follows:- BEGINNING
at the point of intersection of the northerly line of Bradley
Street with the easterly line of Dewitt Street; running thence east-
erly along the northerly line of Bradley Street 560.93 feet to a
point; thence northerly parallel with Dart Street 90 feet to a
point; thence easterly parallel with Bradley Street 35 feet to the
west line of Dart Street; thence northerly along the west line of
Dart Street 642.11 feet to the south line of lands deeded to Buffalo
Structural Steel Company by deed recorded in Liber 878 of Deeds at
page 38,2; thence westerly and parallel with the north line of Lot
No. 175, 456.54 feet to the dock line of Scajaquada Creek, as
established by the City of Buffalo Common Council Proceedings for
the Year 1917 at page 1147; thence south 12° east along said dock
line 59.55 feet to an angle in said line; thence south 3° 27' west
continuing along said dock line 216.39 feet to an angle in said line;

thence south 61° 13' west continuing along said dock line 202.91 feet to the easterly line of Dewitt Street; thence southerly along the easterly line of Dewitt Street 359.10 feet to the point or place of beginning. X (See recitals in deed.)

Che-TC-Ball
boe

Dated September 1 1972
At '3:56' PM

MONROE ABSTRACT & TITLE CORPORATION
By Burt A. Miller
Assistant Vice-President

CONTINUATION NO. 622682

FROM SEPTEMBER 1 1972 AT '8:59' AM
TO DATE

Premises being same as in Number 119 above, under Certificate Number 480677 above.

120

In the Matter
Of

Certificate of Incorporation
Dated February 20 1969

Westwood Pharmaceuticals Inc. Filed June 19 1972
(Case No. 52449)

Luc
boe

Dated October 23 1985
At '8:59' AM

MONROE ABSTRACT & TITLE CORPORATION
By Burt A. Miller
Assistant Vice-President

CLOSING INCLUDED
TO 12/29/85

FROM OCTOBER 23 1985 AT '8:59' AM TO DATE

121

Westwood Pharmaceuticals,
Inc.
To
Erie County Industrial
Development Agency
(No search against
this grantee)

Deed (B & S)
Dated December 1 1985
Acknowledged December 29 1985
Recorded December 31 1985 in
Liber 9529 of Deeds at page 14
Consideration \$1.00 and no more
Conveys all that tract or parcel of land being part of Lot 175, Appollos Stevens Survey, Mile Strip Reservation in the City of Buffalo, County of Erie and State of New York,

being bounded and described as follows:- Commencing at the point of intersection of the north right-of-way line of Bradley Street (66 feet wide) and the west right-of-way line of Dart Street (66 feet wide); thence along the west right-of-way line of Dart Street (66 feet wide) bearing north 00° 05' 30" east, 265.34 feet to the point or place of beginning; thence along a line bearing north 89° 54' 30" west, 162.10 feet to a point; thence along a line and the existing building, bearing south 83° 20' 30" west, 287.23 feet to a point on the building line; thence along a line bearing north 00° 05' 30" east, 152.60 feet to a point in the southeast line on the Scajaquada Expressway; thence along said boundary bearing north 55° 28' 00" east, 26.32 feet to a point; thence along said boundary bearing north 02° 18' 00" west, 216.39 feet to a point; thence along said boundary bearing north 17° 45' 00" west, 60.49 feet to a point; thence along a line bearing north 83° 29' 30" east and parallel to Bradley Street (66 feet wide), 456.33 feet to a point in the west right-of-way line of Dart Street (66 feet wide); thence along said boundary bearing south 00° 15' 30" west, 466.77 feet to the point or place of beginning. Subject to easements and restrictions of record.

122

Erie County Industrial
Development Agency

Indenture of Mortgage and
Agreement

To

Dated December 1 1985

Marine Midland Bank, N.A.,
as Bondholder

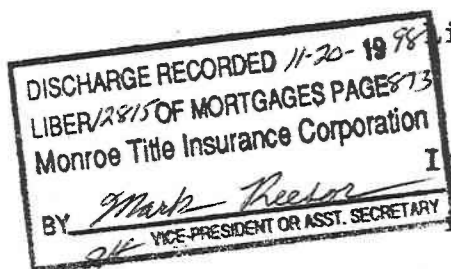
Acknowledged December 29 1985
Recorded December 31 1985 in

Liber 9241 of Mortgages at page 362

Provides for the issuance of

Industrial Development Revenue Bonds

in the amount of \$1,000,000.00. See
terms and conditions herein.



123

Erie County Industrial
Development Agency

Lease

To

Dated December 1 1985

Acknowledged December 29 1985

Westwood Pharmaceuticals,
Inc.

Recorded December 31 1985 in

Liber 9529 of Deeds at page 25

DISC 11-20-98
12815 MP 873

Leases same premises as in
last above deed. See terms and
conditions herein.

124

Same Easement and Party
With Wall Agreement
Same Dated December 1 1985
Acknowledged December 29 1985
Recorded December 31 1985 in
Liber 9529 of Deeds at page 106
Establishes an easement for all
ordinary means of ingress to and
egress from the parcels of the parties
hereto to Dart St.; provides for the maintenance of party walls
shared in common by the parties hereto. See terms and conditions
herein.

125

Erie County Industrial Financing Statement No. 85-018622
Development Agency Filed December 31 1985
To Covers: see non-standard
Marine Midland Bank, N.A. No. 85-1282.

126

5/88

Westwood Pharmaceuticals, Financing Statement No. 85-018623
Inc. Filed December 31 1985
To Covers: see non-standard
Erie County Industrial No. 85-1283. Assigned to Marine
Development Agency Midland Bank, N.A.

DOB

ham

Dated December 31 1985 MONROE ABSTRACT & TITLE CORPORATION
At '11:48' AM By Paul R. Billman
Assistant Vice-President

CONTINUATION NO. A4471 FROM DECEMBER 31 1985 AT '8:59' AM
TO DATE

JUDGMENT SEARCHES BEING FOR TEN YEARS LAST PAST

Premises being same as Certificate Number 622682 above.

Nothing found

Luc
boe

Dated June 10 1986

At '8:59' AM

MONROE ABSTRACT & TITLE CORPORATION

By Robert A. Miller
Assistant Vice-President

CLOSING INCLUDED
TO 5/16/86

FROM JUNE 10 1986 AT '8:59' AM TO DATE

Erie County Industrial

Mortgage

Development Agency and

Dated June 26 1986

Westwood Pharmaceuticals,
Inc.

Acknowledged June 27 1986

Recorded June 30 1986 in

127

To

Liber 9361 of Mortgages at page 414

The Buffalo Enterprise

Given to secure \$1,000,000.00

Development Corporation

on same premises as in Deed at No. 121

above. Together with the benefits of

Easement and Party Wall Agreement at

No. 124 above. See consent of Marine

Midland Bank, N.A. and Erie County Industrial Development Agency
attached hereto.

DISCHARGE RECORDED 8-26-1985
LIBER 13241 OF MORTGAGES PAGE 7113
Monroe Title Insurance Corporation

BY Mark Keiser
VICE-PRESIDENT OR ASST. SECRETARY

Westwood Pharmaceuticals,
Inc.

Building Loan Agreement

Dated June 26 1986

128

With

Acknowledged June 30 1986

Same

Filed June 30 1986

Provides for advances on
last above mortgage.

Same

Financing Statement

129

To

No. 86-008995

Same

Filed June 30 1986

Covers: See (Schedule B
attached hereto) affixed to same
premises as in Mortgage at No. 127
above.

130

Erie County Industrial
Development Agency

To

Same

Financing Statement

No. 86-008994

Filed June 30 1986

Covers all furniture, fix-
tures and equipment affixed or an-
nexed to, or hereinafter to be affixed
or annexed to same premises as in
Mortgage at No. 127 above.

MM and CR

Dated June 30 1986

MONROE ABSTRACT & TITLE CORPORATION

PCL

At '2:06' PM

By Joseph Agnello
Assistant Vice-President

CONTINUATION NO. E0915

FROM JUNE 30 1986 AT '2:06' PM
TO DATE

Premises being same as Certificate Number 622682 above.

131

Westwood Pharmaceuticals,
Inc.

To

Niagara Mohawk Power
Corporation

(No search against
second party)

Easement

Dated November 5 1986

Acknowledged November 5 1986

Recorded November 21 1986 in

Liber 9646 of Deeds at page 479

Consideration \$1.00 and more

Grants the right, privilege
and easement to construct, etc. and
other appurtenances necessary or proper for the transmission and
distribution of electric service over, across and under the parcel
of land, including street and highway which adjoin or are upon the
lands hereinafter described, together with the right to enter
upon and leave the premises:- All that tract or parcel of land
situate in the City of Buffalo, County of Erie and State of New
York, being part of Lot No. 175, said lands being more particularly
described by Deed No. 119 above, et al.

JH-HOA

Dated May 16 1988

MONROE ABSTRACT & TITLE CORPORATION

man

At '1:45' PM

By Joseph Agnello
Assistant Vice-President

FROM MAY 16 1988 AT '1:45' PM TO DATE

Nothing found

J.H.

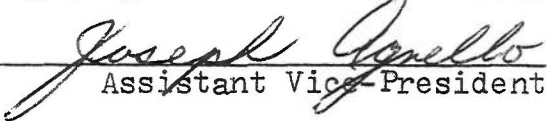
mcd

Dated June 28 1988

At '11:45' AM

MONROE ABSTRACT & TITLE CORPORATION

By


Assistant Vice-President

132. ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 175 of the Stevens Survey, bounded and described as follows:

BEGINNING at the point of intersection of the northerly line of Bradley Street with the easterly line of Dewitt Street; running thence easterly along the northerly line of Bradley Street 560.93 feet to a point; thence northerly parallel with Dart Street 90 feet to a point; thence easterly parallel with Bradley Street 35 feet to the west line of Dart Street; thence northerly along the west line of Dart Street 642.11 feet to the south line of lands deeded to Buffalo Structural Steel Company by deed recorded in Erie County Clerk's Office in Liber 878 of Deeds at page 382; thence westerly and parallel with the north line of Lot No. 175, 456.54 feet to the dock line of Scajaquada Creek as established by the City of Buffalo Common Council Proceedings for the Year 1917 at page 1147; thence south 12° east along said dock line 59.55 feet to an angle in said line; thence south $3^{\circ} 27'$ west continuing along said dock line 216.39 feet to an angle in said line; thence south $61^{\circ} 13'$ west continuing along said dock line 202.91 feet to the easterly line of Dewitt Street; thence southerly along the easterly line of Dewitt Street 359.10 feet to the point or place of beginning.

Westwood Pharmaceuticals, Inc.

Modification of Easement

133.

WITH

Niagara Mohawk Power
Corporation

(No search against
second party)

Dated July 13 1988
Acknowledged July 13 1988
Recorded July 18 1988 in

Liber 9890 of Deeds at page 318

Modifies Easement No. 131 above to authorize the placement and relocation of one utility pole as
shown upon the attached drawing.

In the Matter

Registry of Inactive Hazardous Waste Sites

134.

OF

Registry of Inactive Hazardous
Waste Sites Indexed pursuant to
New York Real Property Law Section
316-6

Filed June 30 1993

Lists Site No. 915141, SBL No. 88.50-1-5.2 owned by: Erie County Industrial _____ Registry
page No. 9-229 and 9-230.

In the Matter

Registry of Inactive Hazardous Waste Sites

135.

OF

Registry of Inactive Hazardous
Waste Sites Indexed pursuant to
New York Real Property Law Section
316-6

Filed June 30 1993

Lists Site No. 915141, SBL No. 88.50-1-5.1 owned by: Westwood Pharmaceuticals Registry page No.
9-829 and 9-230.

136.

NOTE We find no Change of Name filed in the Erie County Clerk's Office for Westwood Pharmaceuticals
Inc. to Westwood-Squibb Pharmaceuticals Inc.

Westwood-Squibb
Pharmaceuticals, Inc.

Deed (B & S)

137.

TO

Erie County Industrial
Development Agency

Dated November 22 1994
Acknowledged November 18 1994
Recorded November 22 1994 in

Liber 10879 of Deeds at page 9338
Consideration \$10.00 and more

Conveys the following described lands, et al situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots Nos. 100, 101, 102, 103, 164 and 175 of the Stevens Survey, bounded as follows: Beginning at the intersection of the north line of Forest Avenue (66 feet wide) and the east line of West Avenue (66 feet wide); thence easterly along the north line of Forest Avenue 297.60 feet to the west line of Dewitt Street (66 feet wide and now closed and abandoned as a public street north of Forest Avenue); thence continuing easterly along the north line of Forest Avenue 66.02 feet to the east line of Dewitt Street; thence continuing along the north line of Forest Avenue 94.50 feet to a point; thence northerly at right angles to the north line of Forest Avenue 125 feet to a point on the south line of Subdivision Lot No. 11 as shown on a map recorded in Liber 660 of Deeds at page 152; thence easterly along a line drawn parallel with the north line of Forest Avenue and also along the south line of said Subdivision Lot No. 11, 53.83 feet to the southeast corner of said Subdivision Lot No. 11; thence northerly along a line drawn parallel with the east line of Dewitt Street and distant 132.64 feet easterly therefrom as measured at right angles thereto 468.57 feet to the southwest corner of Subdivision Lot No. 40 as shown on said map recorded in Liber 660 of Deeds at page 152; thence easterly along a line drawn at right angles to the west line of Danforth Street (60 feet wide) and also along the south line of said Subdivision Lot No. 40, 132.64 feet to a point on the west line of Danforth Street; thence northerly along the west line of Danforth Street and its continuation northerly across Bradley Street (66 feet wide and now closed and abandoned as a public street west of Danforth Street) 252.48 feet to a point on the north line of Bradley Street; thence easterly along the north line of Bradley Street 295.53 feet to a point distant 35 feet westerly from the west line of Dart Street (60 feet wide) as measured along the north line of Bradley Street; thence southerly along a line drawn parallel with the west line of Dart Street 90 feet to a point; thence easterly along a line drawn parallel with the north line of Bradley Street 35 feet to a point on the west line of Dart Street thence northerly along the west line of Dart Street 175.34 feet to the southeast corner of lands conveyed to Erie County Industrial Development Agency by deed recorded in Liber 9529 of Deeds at page 14; thence along a line bearing north $89^{\circ} 54' 30''$ west and along the south line of the lands conveyed to Erie County Industrial Development Agency by deed aforesaid 162.10 feet to an angle point; thence along a line and an existing building bearing south $83^{\circ} 29' 30''$ west and continuing along the south line of the lands conveyed to Erie County Industrial Development Agency by deed aforesaid 287.23 feet to the southwest corner of said lands conveyed to Erie County Industrial Development Agency; thence along a line bearing north $00^{\circ} 05' 30''$ east and along the west line of lands conveyed to Erie County Industrial Development Agency by deed aforesaid 152.60 feet to a point on the Dock Line of

Scajaquada Creek as established by the City of Buffalo Common Council Proceedings for the Year 1917 at page 1147; thence southwesterly along the Dock Line of Scajaquada Creek as so established 216.67 feet to an angle point; thence continuing southwesterly along the Dock Line of Scajaquada Creek as so established 34.03 feet to a point on the west line of Dewitt Street (now closed and abandoned); thence southerly along the west line of Dewitt Street 258.98 feet to the northwesterly line of Fernwood Avenue, formerly Bull Street (49.50 feet wide, the northerly portion of which has been closed and abandoned as a public street) thence southwesterly along the northwesterly line of Fernwood Avenue 136.46 feet to a point; thence southeasterly at right angles to the northwesterly line of Fernwood Avenue 49.50 feet to a point on the southeasterly line of Fernwood Avenue, said last described line also being the present northerly terminus of Fernwood Avenue as a public street; thence southwesterly along the southeasterly line of Fernwood Avenue 507.39 feet to a point on the east line of West Avenue; thence southerly along the east line of West Avenue 324.94 feet to the point or place of beginning.

	Erie County Industrial Development Agency	Memorandum of Lease
138.	TO	Dated November 1 1994 Acknowledged November 22 1994 Recorded November 22 1994 in
	Westwood-Squibb Pharmaceuticals, Inc.	Liber 10879 of Deeds at page 9343

Recites the parties hereto entered into a certain lease, dated November 1 1994, for same premises as in last above deed over a lease term expiring on December 31 2005.

	In the Matter	Declaration
139.	OF	Dated August 18 1995 Acknowledged August 18 1995 Recorded August 21 1995 in
	Declaration of Covenants and Restrictions, Westwood-Squibb Pharmaceuticals, Inc., ("Westwood")	Liber 10890 of Deeds at page 51

Recites that notice is hereby given to all potential purchasers of the following described lands which has been or is being used for industrial operations, that said property is conveyed subject to a Consent Decree filed in CIV-90-1324C, a case pending in Federal Court for the Western District of New York to which Westwood is a party, that Westwood has agreed to provide for implementation of the Terrestrial Component remedy (as therein defined) on a portion of the following described lands pursuant to Paragraph 45 of such Consent Decree: said lands being premises.

Recites that any successor in title to any such portion of the property shall be jointly and severally liable with Westwood for implementing the provisions of the above-cited Consent Decree.

140.	Erie County Industrial Development Agency	Termination of Lease Agreement Dated April 22 1999 Acknowledged <u>March 3</u> 1999 Recorded April 27 1999 in Liber 10950 of Deeds at page 4892
	WITH	
	Westwood -Squibb Pharmaceuticals, Inc., (formerly known as Westwood Pharmaceuticals, Inc.)	

Agreed that Lease No. 123 above is wholly extinguished and second party hereby surrenders all right, title and interest therein.

141.	Erie County Industrial Development Agency	Quit Claim Deed Dated April 22 1999 Acknowledged April 22 1999 Recorded April 27 1999 in Liber 10950 of Deeds at page 4900 Consideration \$1.00 and no more
	TO	
	Westwood-Squibb Pharmaceuticals, Inc.	

Conveys same premises as in Deed No. 121 above. Together with the benefits of an easement and party wall agreement between the grantor and Westwood Pharmaceuticals, Inc. dated December 1 1985 and recorded December -- 1985 in Liber _____ of Deeds at page ____.

142.	Erie County Industrial Development Agency	Termination of Lease Agreement Dated March 29 2005 Acknowledged March <u>15</u> 2005 Recorded March 20 2005 in Liber 11092 of Deeds at page 9721
	WITH	
	Westwood-Squibb Pharmaceuticals, Inc.	

Agreed that Memorandum of Lease Agreement No. 138 above is wholly extinguished and second party hereby surrenders all right, title and interest therein.

Erie County Industrial
Development Agency

Quit Claim Deed

143. TO

Dated March 29 2005
Acknowledged March 29 2005
Recorded March 30 2005 in

Westwood-Squibb
Pharmaceuticals, Inc.

Liber 11092 of Deeds at page 9731
Consideration \$1.00 and no more

Conveys same premises as in Deed No. 137 above.

Westwood-Squibb Pharmaceuticals, Inc.

Deed (B & S)

144. TO

Dated August 22 2005
Acknowledged August -- 2005
Recorded August 26 2005 in

Contract Pharmaceuticals Limited
Niagara, a Delaware corporation

Liber 11100 of Deeds at page 2611
Consideration \$1.00 and more

Conveys only the buildings and other improvements located on the following described premises situate in the City of Buffalo, County of Erie and State of New York, being parts of Lots Nos. 100, 101, 102, 103, 164 and 175 of the Stevens Survey, bounded as follows: Beginning at the intersection of the north line of Forest Avenue (66 feet wide) and the east line of West Avenue (66 feet wide); thence easterly along the north line of Forest Avenue 297.60 feet to the west line of Dewitt Street (66 feet wide and now closed and abandoned as a public street north of Forest Avenue); thence continuing easterly along the north line of Forest Avenue 66.02 feet to the east line of Dewitt Street; thence continuing easterly along the north line of Forest Avenue 120.17 feet to the southwest corner of lands conveyed to Louis D. Marino and Jo Ann Marino, his wife by deed recorded in Liber 9835 of Deeds at page 525; thence northerly at right angles and along the westerly line of said Marino lands 125 feet to the northwest corner thereof; thence easterly along a line drawn parallel with Forest Avenue and along the north line of said Marino lands and also along the north line of lands conveyed to Louis D. Marino and Jo Ann M. Marino, his wife by deed recorded in Liber 8760 of Deeds at page 331, 29.83 feet to the northeast corner of said Marino lands by deed recorded in Liber 8760 of Deeds at page 331; thence southerly at right angles to Forest Avenue and along the easterly line of said Marino lands by deed recorded in Liber 8760 of Deeds at page 331, 125 feet to the north line of Forest Avenue; thence easterly along the north line of Forest Avenue 39 feet to a point; thence northerly at right angles 125 feet to a point; thence easterly along a line drawn parallel with Forest Avenue 39 feet to a point; thence southerly at right angles to Forest Avenue 125 feet to the north line of Forest Avenue; thence easterly along the north line of Forest Avenue 39 feet to the west line of Danforth Street (60 feet wide); thence

northerly along the west line of Danforth Street and its continuation northerly across Bradley Street (66 feet wide) and now closed and abandoned as a public street west of Danforth Street) 826.6 feet to a point on the north line of Bradley Street; thence easterly along the north line of Bradley Street 295.53 feet to a point distant 35 feet westerly from the west line of Dart Street (60 feet wide) as measured along the north line of Bradley street; thence northerly along a line drawn parallel with Dart Street 90 feet to a point; thence easterly along a line drawn parallel with Bradley Street 35 feet to the west line of Dart Street; thence northerly along the west line of Dart Street 642.11 feet to a point; thence westerly along a line drawn parallel with Bradley Street 456.33 feet to a point on the boundary line of Scajaquada Expressway; thence S 17° 45' 00" E along the boundary line of the Scajaquada Expressway 60.49 feet to a point; thence S 02° 18' 00" E continuing along the boundary line of the Scajaquada Expressway 216.39 feet to a point; thence S 55° 28' 00" W continuing along the boundary line of the Scajaquada Expressway and also along the Dock Line of the Scajaquada Creek as established by the City of Buffalo Common Council Proceedings for the Year 1917 at page 1147, 242.99 feet to a point; thence S 75° 44' 44" W continuing along the Dock Line of Scajaquada Creek as so established 34.03 feet to a point on the west line of Dewitt Street (now closed and abandoned); thence southerly along the west line of Dewitt Street 258.98 feet to the northwesterly line of Fernwood Avenue, formerly Bull Street (49.50 feet wide, the northerly portion of which has been closed and abandoned); thence southwesterly along the northwesterly line of Fernwood Avenue 136.46 feet to a point; thence southeasterly at right angles to the northwesterly line of Fernwood Avenue 49.50 feet to the southeasterly line of Fernwood Avenue, said last described line also being the present northerly terminus of Fernwood Avenue as a public street; thence southwesterly along the southeasterly line of Fernwood Avenue 507.39 feet to the east line of West Avenue; thence southerly along the east line of West Avenue, 324.94 feet to the point or place of beginning, except those improvements that comprise the pump and treat system and surface control barrier located on such property designed to collect, treat, contain and isolate groundwater and non-aqueous liquid, which system and barrier include the appurtenances set forth as items a to f inclusive on Schedule A herein. Recites this conveyance does not render the grantor insolvent, nor is it made in defraud of creditors.

<p>In the Matter</p> <p>145. OF</p> <p>Contract Pharmaceuticals Limited Niagara</p>	<p>Application for Authority</p> <p>Filed March 3 2005 in Secretary of State's Office</p> <p>Filed September 27 2005 in Erie County Clerk's Office</p> <p>Book Q 148 page 6806</p>
---	--

Recites said corporation was incorporated under the laws of the State of Delaware on March 1 2005 and authorizes said corporation to do business in New York State.

<p>Westwood-Squibb Pharmaceuticals, Inc.</p> <p>146. TO</p> <p>Contract Pharmaceuticals Limited Niagara</p>	<p>Memorandum of Lease</p> <p>Dated August 22 2005 Acknowledged August 25 2005 Recorded August 26 2005 in</p> <p>Liber 11100 of Deeds at page 2618</p>
---	--

Recites the parties hereto entered into a certain lease, dated August 22 2005, for same premises as in last above deed for a term commencing on August 26 2005 and which shall terminate the last day of the month, 20 years thereafter, with one additional renewal period of 20 years.

<p>Westwood-Squibb Pharmaceuticals, Inc. and Bristol-Myers Squibb Company</p> <p>147. WITH</p> <p>Contract Pharmaceuticals Limited and Contract Pharmaceuticals Limited Niagara</p> <p>(No search against Bristol-Myers Squibb Company or Contract Pharmaceuticals Limited)</p>	<p>Site Access Agreement</p> <p>Dated August 26 2005 Acknowledged August 26 2005 Recorded August 26 2005 in</p> <p>Liber 11100 of Deeds at page 2623</p>
---	--

Whereas, pursuant to the terms of the Asset Purchase Agreement dated April 14 2005 between the parties hereto, Westwood-Squibb Pharmaceuticals, Inc. and Contract Pharmaceuticals Limited Niagara entered into a Land Lease for property at 100 Forest Avenue, Buffalo, New York and exchanged options to sell and purchase the facility ground. Whereas, notwithstanding the Land Lease and/or the exercise of any option to sell or to purchase the facility ground, Westwood-Squibb Pharmaceuticals, Inc. will continue to perform, finance and control certain environmental remediation activities pursuant to the Environmental Consent Decree attached hereto as Exhibit A. Agreed that first parties shall have access rights and use of same premises as in Deed No. 144 above to perform any obligations under said Environmental Consent

Decree and second parties shall charge no rents or other fees for such rights. See additional agreements established herein.

Contract Pharmaceuticals
Limited Niagara

Financing Statement

Filed August 19 2005

Book Q 146 page 8375

148. TO

The Toronto-Dominion Bank

Covers: All assets of Debtor on same premises as in Deed No. 144 above. Lists record owner as Westwood-Squibb Pharmaceuticals, Inc.

MONROE TITLE INSURANCE CORPORATION

ABSTRACT CERTIFICATE

MONROE TITLE INSURANCE CORPORATION ("Corporation"), a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the premises described at the last Set-Out(s) No(s). 132 preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. (a) It has searched the indices listed **alphabetically** in Section 6 of this Certificate maintained in the County Clerk's Office and the County Surrogate's Court for the county in which the Subject Premises is located against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises, during the record periods of such ownership from and including **June 28 1988 AT 11:45 AM** ("Start Date(s)", or the date or period specified below for such index, to the date of this Certificate.

(b) It has searched the United States Bankruptcy Court for the Western District of New York, for: *Bankruptcy Proceedings (for 20 years)*.
2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
3. It found the matters set forth in the Abstract at Set-Outs 133 through 148; said matters are correctly set forth therein; and, except as specified in Section 4 of this Certificate, there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
4. The following matters which appear to affect the Subject Premises are not set forth in the Abstract after the Start Date:
 - (a) Cancellations, discharges or satisfactions (recorded or filed on or after the Start Date) of mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to the Start Date;
 - (b) Mortgages, judgments, liens, notices of pendency or encumbrances both recorded or filed and marked thereon as canceled, discharged or satisfied on or after the Start Date; and
 - (c) The cancellations, discharges or satisfactions marked on the matters listed in subsection (b) of this Section 4.
5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.
6. Indices Searched:

Abstract of Judgments pursuant to Title 28
Condominium Liens
Federal Tax Liens (10 Years)
Financing Statements (5 Years)
Grantor/Grantee
Incompetency/Conservatee
In Rem Proceedings

Judgments (10 Years)
Mechanics Liens (1 Year)
Mortgagor
Notices of Pendency
Orders Appointing Receiver
State Tax Warrants (10 Years)
Surety Bonds
Wills and Administration of Estate

7. This Certificate, as continued from time to time, is not limited by time.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its Authorized Officer this 5th day of April, 2006 at 8:59 o'clock AM.

MONROE TITLE INSURANCE CORPORATION

By John P. Federowicz
Authorized Officer

ABSTRACT CERTIFICATE

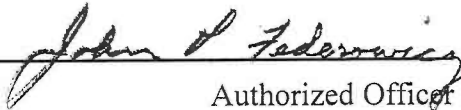
MONROE TITLE INSURANCE CORPORATION, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Out 132** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Abstract of Judgments pursuant to Title 28, Condominium Liens, Federal Tax Liens (10 years), Financing Statements (5 Years), Grantor/Grantee, In Rem Proceedings, Incompetency/Conservatee, Judgments (10 Years), Mechanics Liens (1 year), Mortgagor, Notices of Pendency, Orders Appointing Receivers, Surety Bond indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date 4-5-2006 to the date of this Certificate.
2. It has searched the bankruptcy indices in the office of the clerk of the United States Bankruptcy Court for the Federal District in which the Subject Premises is located against the names of all record owners of an interest in the Subject Premises for six (6) months prior and subsequent to their respective period of ownership for twenty (20) years last past.
3. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
4. It found there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
5. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
6. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.
7. The Guaranty under this Certificate shall not be limited by time.

IN WITNESS WHEREOF, MONROE TITLE INSURANCE CORPORATION has caused this Certificate to be signed by its Authorized Officer this 20th day of April, 2009 at 8:59 o'clock A.M.

MONROE TITLE INSURANCE CORPORATION

By


Authorized Officer

MONROE TITLE INSURANCE CORPORATION PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monroe Title Insurance Corporation.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms and our website.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law for a variety of purposes including:

- To assist us in providing service and account maintenance.
- To help us design and improve products.
- To offer products and services that may be of interest to you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.
- To third party service providers that perform services for us in the processing or servicing of your transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THIS NOTICE IS ADDITIONALLY PROVIDED ON BEHALF OF THE FOLLOWING COMPANIES IN WHICH MONROE TITLE INSURANCE CORPORATION HAS A CONTROLLING INTEREST: MONROE-ALLEGANY TITLE AGENCY, INC.; MONROE-GENESEE COUNTRY TITLE AGENCY, LLC; MONROE-GORMAN TITLE AGENCY, LLC; MONROE-MADISON TITLE AGENCY, LLC; MONROE-TOMPKINS-WATKINS TITLE AGENCY, LLC AND WYOMING ABSTRACT CO. (DIV. OF MONROE TITLE INSURANCE CORPORATION).

ABSTRACT OF TITLE

MONROETITLE

a stewart® company

*Protecting Your Interests
Since 1922.*

*Visit our website at www.monroetitle.com for a
complete listing of all our offices and services.*

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490265

ORDER NO. 490265

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	WESTWOOD-SQUIBB PHARMACEUTICALS INC.
TAX ACCOUNT NO:	88.50-1-5.1
STREET ADDRESS:	40 BRADLEY
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	35. W DART
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	340
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 79,100.00
LOT SIZE:	619.93 X 0
ACREAGE:	4.66

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

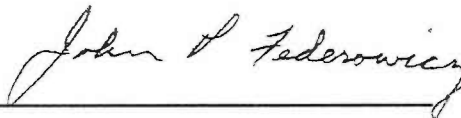
THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By



Authorized Officer

MONROE TITLE INSURANCE CORPORATION

130 PEARL STREET
BUFFALO, NEW YORK 14202
Phone (716) 852-0737 Fax (716) 852-9847

GUARANTEED TAX SEARCH

ABSTRACT NO. 490265

ORDER NO. 490265

MONROE TITLE INSURANCE CORPORATION, a corporation duly incorporated under the laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or a specific lien against the real estate described below, that there are no CITY or COUNTY TAXES or TAX SALES or LOCAL ASSESSMENTS, now a lien against the real estate described on the tax rolls referred to herein, now payable, except as follows:

INFORMATION PURPOSES ONLY

ASSESSED TO:	WESTWOOD-SQUIBB PHARMACEUTICALS INC.
TAX ACCOUNT NO:	88.50-1-5.2
STREET ADDRESS:	120 DART
MUNICIPALITY:	CITY OF BUFFALO
PROPERTY DESCRIPTION:	265.34 N BRADLEY
SCHOOL DISTRICT:	140200 - BUFFALO
PROPERTY CLASS:	340
ROLL YEAR	2009
TAXABLE ASSESSED VALUE:	\$ 81,200.00
LOT SIZE:	466.77 X 456.54
ACREAGE:	4.54

DESCRIPTION OF TAX OR ASSESSMENT:

NO SEARCH IS MADE FOR ANY CITY OCCUPANCY TAX OR USER FEES FOR SOLID WASTE COLLECTION.

THIS SEARCH DOES NOT COVER CHARGES DUE OR TO BECOME DUE UNDER PROVISIONS OF ANY CITY CHARTER AND CODE INCLUDING BUT NOT LIMITED TO BUILDING CODE OR SUCH OTHER CHARGES OR ITEMS.

THIS SEARCH DOES NOT COVER ANY APPLICABLE COUNTY OR CITY WATER, PURE WATER OR SEWER CHARGES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

MONROE TITLE INSURANCE CORPORATION

Dated: April 27, 2009

By



Authorized Officer

1. PARCEL "A"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 103 and 164 of the Stevens Survey and more particularly described as follows:

BEGINNING at the point of intersection of the south line of Bradley Street and the east line of Dewitt Street; thence west along the said south line of Bradley Street as produced westerly 66.42± feet to the west line of Dewitt Street, 66 feet wide; thence south along the west side of Dewitt Street 125.80 feet; thence east and parallel with the said south line of Bradley Street 66.42± feet to the east line of Dewitt Street; thence north along the east line of Dewitt Street 125.80 feet to the point of beginning.

PARCEL "B"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 164 and 175 of the Stevens Survey and more particularly described as follows:

BEGINNING at the point of intersection of the westerly line of Danforth Street with the southerly line of Bradley Street and running thence northerly and along the westerly line of Danforth Street extended across Bradley Street 66 feet, more or less, to its intersection with the northerly line of Bradley Street; running thence westerly and along the northerly line of Bradley Street and said northerly line of Bradley Street extended, 320 feet, more or less to its intersection with the southeasterly line of Fernwood Avenue; running thence southwesterly and along the extension of the southeasterly line of Fernwood Avenue 25 feet, more or less, to its intersection of the westerly line of Dewitt Street; running thence southerly and along the westerly line of Dewitt Street 48 feet, more or less, to its intersection with the extension of the southerly line of Bradley Street; running thence easterly and along the southerly line of Bradley Street and said southerly line of Bradley Street extended 333.42 feet more or less to the point of beginning.

PARCEL "C"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 103 and 175 of the Stevens Survey and more particularly described as follows:

BEGINNING at a point on the east line of DeWitt Street 74.00 feet north of the intersection of the said east line of DeWitt Street and the north line of former Bradley Street; running thence westerly at right angles to said east line of DeWitt Street 66.00 feet to the west line of DeWitt Street; thence northerly along said west

line of DeWitt Street 254.00± feet to the dock line of Scajaquada Creek as established by Common Council Proceedings of February 28 1917, Item #23; thence N 81° 37' 00" E along said established dock line 34.03 feet to an angle point in said dock line; thence continuing along said dock line N 61° 13' 00" E 40.08 feet to its intersection with the east line of DeWitt Street; thence southerly along the said east line of DeWitt Street 285.10± feet to the point or place of beginning.

PARCEL "D"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 103 and 175 of the Stevens Tract, described as follows:

BEGINNING at the point of intersection of the southeast line of Fernwood Avenue with the west line of former Dewitt Street and running thence northeasterly and along the northeasterly extension of the southeast line of Fernwood Avenue, 25 feet more or less to its intersection with the north line of former Bradley Street; running thence easterly and along the northerly line of former Bradley Street, 59 feet more or less to the east line of Dewitt Street; running thence northerly and along the east line of Dewitt Street; 74 feet, more or less to a point, said point being the intersection of the southerly line of that portion of Dewitt Street previously closed by Common Council Proceeding of May 7 1974, Resolution 175, with the east line of DeWitt Street; running thence westerly and at right angles to DeWitt Street and along the southerly line of the above-mentioned street closing, 66 feet to a point in the west line of Dewitt Street; running thence southerly along the west line of Dewitt Street and across Fernwood Avenue, 98.3 feet more or less to the point of beginning.

Parcel "E"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lots Nos. 103 and 175 of the Stevens Tract, bounded and described as follows:

BEGINNING at the intersection of the west line of Dewitt Street with the north line of Forest Avenue; running thence northerly along the west line of Dewitt Street, 630.34 feet to a point, said point being the southwest corner of a portion of Dewitt Street, previously closed by Item 126 of Common Council Proceedings of July 10th 1962; running thence east across Dewitt Street, along the south line of said portion of Dewitt Street, previously closed by the aforesaid Common Council Proceedings, 66.43 feet to the east line of Dewitt Street; running thence southerly along the east line of Dewitt Street, 634.23 feet to the north line of Forest Avenue; running thence westerly across Dewitt Street along the north line of Forest Avenue, 66 feet to the point of beginning.

PARCEL "F"

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 103 of the Stevens Survey, bounded and described as follows:

BEGINNING at a point of intersection of the southeast right-of-way line of Fernwood Avenue (49.5 feet wide) with the west right-of-way line of Dewitt Street (66 feet wide) (abandoned), said point also being the southwest corner of property described in deed recorded in the Erie County Clerk's Office in Liber 9068 of Deeds at page 669; thence southwesterly along the southeast right-of-way line of said Fernwood Avenue, 56.72 feet to a point; thence northwesterly along a line at right angles to the last mentioned course, 49.50 feet to a point in the northwest right-of-way line of said Fernwood Avenue; thence northeasterly along the northwest right-of-way line of said Fernwood Avenue, 136.46 feet to a point in the west right-of-way of said Dewitt Street (abandoned) and in the west line of said Liber 9068, Page 669; thence southerly along the west right-of-way line of said Dewitt Street (abandoned) and the west line of said Liber 9068, Page 669 to the point or place of beginning.

2.

The City of Buffalo

TO

Foster-Milburn Company

(No search against grantor)

Quit Claim Deed

Dated December 19 1962

Acknowledged December 19 1962

Recorded December 21 1962 in

Liber 6847 of Deeds at page 3

Consideration \$1,203.61

Conveys Parcel "A". Recites this conveyance is made subject to any rights of the Buffalo Sewer Authority and/or The City of Buffalo to operate and maintain 3 existing sewers and an 8 inch watermain underlying the lands and that the grantee shall further cooperate with the Buffalo Sewer Authority and The City of Buffalo in the matter of the relocation of any sewer which may be required to be moved to another location on property owned by Foster-Milburn Company, at the expense of the Foster-Milburn Company and further subject to the rights of the Iroquois Gas Corporation to 2 gas mains underlying the lands. Also recites this conveyance is made pursuant to a duly adopted resolution of the common council of the City of Buffalo, Nos. 44 and 87 of the Council Proceedings of October 16 1962 and October 30 1962, respectively.

3.

In the Matter

OF

The Foster Milburn Company

(File No. 5234)

Certificate of Incorporation

Dated May 24 1894

Filed May 25 1894

Recorded in Liber 7 of Certificates of Incorporation at page 307

Recites said corporation is formed pursuant to the Business Corporation Law. Duration: 50 years. See Certified Copy of Certificate of Extension of Existence filed on July 7 1941.

4.

Foster-Milburn Company

TO

The New York Telephone Company

(No search against second party)

Easement

Dated July 17 1963

Acknowledged July 17 1963

Recorded July 22 1963 in

Liber 6906 of Deeds at page 663

Grants the right to place, operate and maintain a communication system and appurtenances over and under lands situate west on Danforth Street and south of Bradley Street in the City of Buffalo, together with rights of ingress and egress. Recites said communication system to be buried at a maximum depth of 24", commencing at a point in the west line of Danforth Street 2' northerly from the intersection of the west line of Danforth Street and the south line of lands conveyed to Foster-Milburn Company by deed from Kramer Bros. Freight Lines, Inc., recorded in the Erie County Clerk's Office in Liber 6224 of Deeds at page 151 on

September 30 1956, which intersection is marked by a concrete monument; thence running westerly on a line parallel to and 2' northerly from the southerly line of lands so conveyed to Foster-Milburn Company 285' more or less to a point 16' plus or minus easterly from the center line of Dewitt Street extended northerly; thence running southerly 2' to the northerly line of Dewitt Street which is the southerly line of lands conveyed to Foster-Milburn Company by the City of Buffalo by deed recorded in the Erie County Clerk's Office in Liber 6847 of Deeds at page 3 on December 21 1963. The area in which the said communication system is to be placed is, however, restricted to a strip 3' wide lying along the southerly line of lands conveyed to Foster-Milburn Company by the above mentioned deeds. See terms and conditions herein.

5.	In the Matter	Certificate of Merger
	OF	File No. 47594
	Foster-Milburn Company	Filed July 1 1969 in
	(File No. 47594)	Secretary of State's Office
		Filed July 30 1969 in
		Erie County Clerk's Office

Merges said corporation into Bristol-Myers Company which is to be the surviving corporation. Recites that Bristol-Myers was incorporated under the laws of Delaware on August 11 1933 and an application for authority to do business in New York was filed with the Department of State on March 10 1936. The name under which Bristol-Myers is doing business in New York is Bristol-Myers Company.

6.	Bristol-Myers Company	Deed (C Vs G)
	TO	Dated November 15 1974
	Westwood Pharmaceuticals Inc.	Acknowledged November 15 1974
		Recorded November 22 1974 in
		Liber 8231 of Deeds at page 561
		Consideration \$1.00 and more

Conveys Parcel "A" et al. Subject to the rights of The Buffalo Sewer Authority, The City of Buffalo and Iroquois Gas Corporation more particularly set forth in Deed No. 2 above.

7.	In the Matter	Certified Copy of Certificate of
	OF	Incorporation from the Secretary
	Westwood Pharmaceuticals Inc.	of State of the State of Delaware
		File No. 52449
		Dated February 20 1969
		Filed June 19 1972 in
		Erie County Clerk's Office

Recites said corporation is formed pursuant to the General Corporation Law of the State of Delaware.

Duration: none listed.

8.	The City of Buffalo	Quit Claim Deed
	TO	Dated June 22 1973
		Acknowledged June 22 1973
	Westwood Pharmaceuticals, Inc.	Recorded June 26 1973 in
		Liber 8057 of Deeds at page 313
		Consideration \$1529.10

Conveys Parcel "B". Recites this conveyance is made subject to the rights of the City of Buffalo, the Buffalo Sewer Authority and the State of New York to enter upon such land for the purposes of maintenance and repair of the existing sewer and water lines running through the street and that no structure shall be erected upon the lands herein conveyed without prior written approval from the Buffalo Sewer Authority indicating that such construction will not interfere with its rights of access to its sewers on said land. Also recites this conveyance is made pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, No. 193 C.C.P. of the Council Proceedings of May 29 1973.

9.	The City of Buffalo	Quit Claim Deed
	TO	Dated August 5 1974
		Acknowledged August 7 1974
	Westwood Pharmaceuticals, Inc.	Recorded August 16 1974 in
	(No search against grantor)	Liber 8200 of Deeds at page 17
		Consideration \$2629.07

Conveys Parcel "C". Recites this conveyance is made pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, No. 19 of the Council Proceedings of July 16 1974.

10.	The City of Buffalo	Quit Claim Deed
	TO	Dated September 24 1981
		Acknowledged September 24 1981
	Westwood Pharmaceuticals, Inc.	Recorded October 5 1981 in
	(No search against grantor)	Liber 9068 of Deeds at page 669
		Consideration \$1200.00

Conveys Parcel "D". Recites this conveyance is made subject to the rights of the City of Buffalo, The Buffalo Sewer Authority and all other public or private utilities to enter upon the land hereby conveyed for the purpose of maintenance, repair or replacement of any utility lines they may have running over, under and across the land and subject to the further condition, and grantee for itself, its successors and assigns, as part

of the consideration hereof, covenants and agrees that no structure of a permanent nature whatever shall be erected thereon. Also recites this conveyance is made pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, No. 23 of the Council Proceedings of September 1 1981.

	The City of Buffalo	Quit Claim Deed
11.	TO	Dated March 4 1983
	Westwood Pharmaceuticals, Inc.	Acknowledged March 4 1983
	(No search against grantor)	Recorded March 23 1983 in
		Liber 9211 of Deeds at page 598
		Consideration \$7400.00

Conveys Parcel "E". Recites this conveyance is made subject to the rights of the City of Buffalo, the Buffalo Sewer Authority and the State of New York and private utilities to enter upon such land for the purposes of maintenance and repair of the existing sewer and water lines running through the street and that no structure shall be erected upon the premises herein conveyed without prior written approval from the Buffalo Sewer Authority indicating that such construction will not interfere with its rights of access to its sewers on said land. Also recites this conveyance is made pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, No. 15 of the Council Proceedings of February 28 1983.

	Westwood Pharmaceuticals Inc.	Easement
12.	TO	Dated November 5 1986
	Niagara Mohawk Power Corporation	Acknowledged November 5 1986
	(No search against second party)	Recorded November 21 1986 in
		Liber 9646 of Deeds at page 479

Grants the right to construct, operate and maintain electric facilities and all appurtenances for the transmission and distribution of electric service over and across lands situate in the City of Buffalo and being more particularly described in Deeds Nos. 8, 9 and 10 above et al. Together with rights of ingress and egress. Recites the easement area is more particularly shown upon a sketch entitled Exhibit A, which is attached hereto and made a part hereof.

13. Westwood Pharmaceuticals, Inc. Modification of Easement
WITH Dated July 13 1988
Niagara Mohawk Power Acknowledged July 13 1988
Corporation Recorded July 18 1988 in
(No search against second party) Liber 9890 of Deeds at page 318

Modifies Easement No. 12 above to authorize the placement and relocation of one utility pole as shown upon the attached drawing.

14. The City of Buffalo Quit Claim Deed
TO Dated January 25 1990
Westwood Pharmaceuticals, Inc. Acknowledged January 25 1990
(No search against grantor) Recorded May 3 1990 in
Liber 10168 of Deeds at page 439
Consideration \$4,482.00

Conveys Parcel "F". Recites that the grantor reserves an easement in, under and beneath said lands for the purpose of installing, repairing and maintaining water, sewer lines and appurtenances. Also recites this conveyance is made pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, No. 95 of the Council Proceedings of November 14 1989.

15. In the Matter Registry of Inactive Hazardous Waste Sites
OF Filed June 30 1993
Registry of Inactive Hazardous
Waste Sites Indexed pursuant to
New York Real Property Law Section
316-6

Lists Site No. 915141, SBL No. 88.50-1-5.1 owned by: Westwood Pharmaceuticals Registry page No. 9-829 and 9-230.

16. NOTE We find no Change of Name filed in the Erie County Clerk's Office for Westwood Pharmaceuticals Inc. to Westwood-Squibb Pharmaceuticals Inc.

17. Westwood-Squibb Pharmaceuticals, Inc.
TO
Erie County Industrial Development Agency

Deed (B & S)
Dated November 22 1994
Acknowledged November 18 1994
Recorded November 22 1994 in
Liber 10879 of Deeds at page 9338
Consideration \$10.00 and more

Conveys premises et al.

18. Erie County Industrial Development Agency
TO
Westwood-Squibb Pharmaceuticals, Inc.

Memorandum of Lease
Dated November 1 1994
Acknowledged November 22 1994
Recorded November 22 1994 in
Liber 10879 of Deeds at page 9343

Recites the parties hereto entered into a certain lease, dated November 1 1994, for premises et al over a lease term expiring on December 31 2005.

19. Erie County Industrial Development Agency
WITH
Westwood-Squibb Pharmaceuticals, Inc.

Termination of Lease Agreement
Dated March 29 2005
Acknowledged March 15 2005
Recorded March 20 2005 in
Liber 11092 of Deeds at page 9721

Agreed that last above memorandum of lease is wholly extinguished and second party hereby surrenders all right, title and interest therein.

20. Erie County Industrial Development Agency
TO
Westwood-Squibb Pharmaceuticals, Inc.

Quit Claim Deed
Dated March 29 2005
Acknowledged March 29 2005
Recorded March 30 2005 in
Liber 11092 of Deeds at page 9731
Consideration \$1.00 and no more

Conveys premises et al.

21. Westwood-Squibb Pharmaceuticals, Inc.
TO
Contract Pharmaceuticals Limited
Niagara, a Delaware corporation

Deed (B & S)
Dated August 22 2005
Acknowledged August -- 2005
Recorded August 26 2005 in
Liber 11100 of Deeds at page 2611
Consideration \$1.00 and more

Conveys only the buildings and other improvements located on premises et al, except those improvements that comprise the pump and treat system and surface control barrier located on such property designed to collect, treat, contain and isolate groundwater and non-aqueous liquid, which system and barrier include the appurtenances set forth as items a to f inclusive on Schedule A herein. Recites this conveyance does not render the grantor insolvent, nor is it made in defraud of creditors.

	In the Matter	Application for Authority
22.	OF	Filed March 3 2005 in Secretary of State's Office
	Contract Pharmaceuticals Limited Niagara	Filed September 27 2005 in Erie County Clerk's Office
		Book Q 148 page 6806

Recites said corporation was incorporated under the laws of the State of Delaware on March 1 2005 and authorizes said corporation to do business in New York State.

	Westwood-Squibb Pharmaceuticals, Inc.	Memorandum of Lease
23.	TO	Dated August 22 2005 Acknowledged August 25 2005 Recorded August 26 2005 in
	Contract Pharmaceuticals Limited Niagara	Liber 11100 of Deeds at page 2618

Recites the parties hereto entered into a certain lease, dated August 22 2005, for premises et al for a term commencing on August 26 2005 and which shall terminate the last day of the month, 20 years thereafter, with one additional renewal period of 20 years.

	Westwood-Squibb Pharmaceuticals, Inc. and Bristol-Myers Squibb Company	Site Access Agreement
24.	WITH	Dated August 26 2005 Acknowledged August 26 2005 Recorded August 26 2005 in
	Contract Pharmaceuticals Limited and Contract Pharmaceuticals Limited Niagara	Liber 11100 of Deeds at page 2623
	(No search against Bristol-Myers Squibb Company or Contract Pharmaceuticals Limited)	

Whereas, pursuant to the terms of the Asset Purchase Agreement dated April 14 2005 between the parties hereto, Westwood-Squibb Pharmaceuticals, Inc. and Contract Pharmaceuticals Limited Niagara entered into a Land Lease for property at 100 Forest Avenue, Buffalo, New York and exchanged options

to sell and purchase the facility ground. Whereas, notwithstanding the Land Lease and/or the exercise of any option to sell or to purchase the facility ground, Westwood-Squibb Pharmaceuticals, Inc. will continue to perform, finance and control certain environmental remediation activities pursuant to the Environmental Consent Decree attached hereto as Exhibit A. Agreed that first parties shall have access rights and use of premises et al to perform any obligations under said Environmental Consent Decree and second parties shall charge no rents or other fees for such rights. See additional agreements established herein.

Contract Pharmaceuticals
Limited Niagara

Financing Statement

Filed August 19 2005

Book Q 146 page 8375

25. TO

The Toronto-Dominion Bank

oper
4/20/09 Covers: All assets of Debtor on premises et al. Lists record owner as Westwood-Squibb Pharmaceuticals, Inc.
