



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-5902213

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-5902213

Transaction Identification Data for reference only:

Issuing Agent: Day Pitney, LLP

ALTA Universal ID:

Commitment Number:

Property Address: 330,332 & 346 Butternut Street and, West

Street, Middletown, CT

Issuing Office:

Loan ID Number:

Issuing Office File Number:

West Revision Number:

SCHEDULE A

1. Commitment Date: March 18, 2022 @ 8:00 AM

2. Policy or policies to be issued:

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

☐ EAGLE Owner's Policy (2-3-10)

Proposed Insured: As to 322 and 346 Butternut Street: Shiloh Baptist Church

As to 330 Butternut Street: Shiloh Manors, Inc.

As to West Street (25-98): Shiloh Baptist Community Development Corporation

Proposed Policy Amount: \$0.00

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

☐ EAGLE Loan Policy (7-26-10)

Proposed Insured:

Proposed Policy Amount: \$0.00

(c) ☐ ALTA® Policy

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, at the Commitment Date, vested in:

As to 322 and 346 Butternut Street: Shiloh Baptist Church

As to 330 Butternut Street: Shiloh Manors, Inc.

As to West Street (25-98): Shiloh Baptist Community Development Corporation

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-5902213

Commitment No.: CT-5902213

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Seller/Borrower must execute the Company's Owner's Affidavit.
6. If there is a survey of the Land, the Seller/Borrower must complete the survey update portion of the Company's Owner's Affidavit if the survey is not a current survey (last dated within the last 90 days). The survey must be submitted, and any adverse matters shown on the survey must be excepted on Schedule B.
7. If labor or materials have been supplied to the Land within the 90 days prior to and including the Date of Policy, or if labor and/or materials have been contracted for future construction or if any contractor has been hired for contemplated work, service or materials, the Company's applicable affidavits, indemnities, subordinations and/or lien waiver forms must be fully completed and submitted prior to closing, all in accordance with the Company's current underwriting standards and guidelines.
8. If there are tenants or parties in possession other than recorded leases shown in Schedule B, rights of those tenants and parties in possession must be excepted on Schedule B.

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Schedule BI & BII (Cont.)

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File No: CT-5902213

Commitment No.: CT-5902213

SCHEDULE B, PART I

Requirements (Continued)

9. All municipal taxes, special tax district taxes, water and sewer use charges, and municipal and private association charges and/or assessments including common interest community common charges and special assessments must be paid current to date of policy.
10. Authority documentation for the transaction and the entities involved as may be required by the Company.

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Schedule BI & BII (Cont.)

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First American Title Insurance Company

File No: CT-5902213

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SCHEDULE B, PART II

Exceptions

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

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

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

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Schedule BI & BII (Cont.)

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SCHEDULE B, PART II

Exceptions (Continued)

7. Real Estate Taxes to the City of Middletown on the list of October 1, 2020, due and payable July 1, 2021 and January 1, 2022.

As to 322 Butternut Street:

List No: 15344 Map 25 Lot 68

Assessment: \$134,460.00 Total Tax: Account reported tax exempt.

Sewer Use charges in favor of the City of Middletown in the amount of \$74.48; account reported paid in full.

As to 330 Butternut Street:

List No: 12207 Map 25 Lot 67

Assessment: \$1,902,610.00 Total Tax: Account reported tax exempt.

Sewer Use charges in favor of the City of Middletown in the amount of \$2,731.59; account reported paid in full.

As to 346 Butternut Street:

List No: 15345 Map 25 Lot 66

Assessment: \$1,036,780.00 Total Tax: Account reported tax exempt.

Sewer Use charges in favor of the City of Middletown in the amount of \$1,416.05; account reported paid in full.

As to West Street (25-98):

List No: 15346 Map 25 Lot 98

Assessment: \$56,010.00 Total Tax: Account reported tax exempt.

8. Real Estate taxes to the City of Middletown on the List of October 1, 2021 and thereafter.

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9. Water use charges as may be due and payable to the City of Middletown.
10. Effect, if any, of an Open End Construction Mortgage from Shiloh Baptist Church in favor of The Liberty Bank for Savings in the original principal amount of \$36,000.00 dated April 15, 1977 and recorded in Volume 483 at Page 125 of the Middletown Land Records. Said mortgage was executed as a leasehold mortgage; Shiloh Baptist Church is now the fee owner. (Affects 322 Butternut Street)
11. Effect, if any, of a Construction Mortgage of Lease from Shiloh Baptist Church in favor of The Liberty Bank for Savings in the original principal amount of \$150,000.00 dated January 12, 1983 and recorded in Volume 633 at Page 228 of the Middletown Land Records; as partially released by Partial Release dated May 13, 1996 and recorded in Volume 1097 at Page 668 of said land records. Said mortgage was executed as a leasehold mortgage; Shiloh Baptist Church is now the fee owner. (Affects 346 Butternut Street)
12. Capital Advance Program Mortgage, Deed of Trust or Security Deed from Shiloh Manors, Inc. in favor of the United States of America, acting by and through the Secretary of Housing and Urban Development, in the original principal amount of \$3,286,743.00 dated May 14, 1996 and recorded in Volume 1098 at Page 10 of the Middletown Land Records. (affects 330 Butternut Street)
13. Capital Advance Program Regulatory Agreement by and between Shiloh Manors, Inc. and the Secretary of Housing and Urban Development dated May 14, 1996 and recorded in Volume 1098 at Page 15 of the Middletown Land Records. (affects 330 Butternut Street)
14. Capital Advance Agreement by and between Shiloh Manors, Inc. and the United States of America, Secretary of Housing and Urban Development, dated May 14, 1996 and recorded in Volume 1098 at Page 22 of the Middletown Land Records. (affects 330 Butternut Street)
15. Capital Advance Program Use Agreement by and between Shiloh Manors, Inc. and the United States of America, Secretary of Housing and Urban Development, dated May 14, 1996 and recorded in Volume 1098 at Page 28 of the Middletown Land Records. (affects 330 Butternut Street)
16. Supplement Mortgage Deed from Shiloh Manors, Inc. in favor of the United States of America, acting by and through the Secretary of Housing and Urban Development, in the original principal amount of \$58,757.00 dated August 26, 1999 and recorded in Volume 1212 at Page 152 of the Middletown Land Records. (affects 330 Butternut Street)
17. Consolidation and Modification Agreement by and between Shiloh Manors, Inc. and the Secretary, U.S. Department of Housing and Urban Development dated as of August 26, 1999 and recorded in Volume 1212 at Page 157 of the Middletown Land Records. (affects 330 Butternut Street)
18. Blanket Open-End Mortgage from The Shiloh Missionary Baptist Church f/k/a The Shiloh Baptist Church in favor of Citizens Bank, N.A. in the original principal amount of \$85,000.00 dated June 12, 2018 and recorded in Volume 1923 at Page 263 of the Middletown Land Records. (affects 322 and 346 Butternut Street) Note: there is no Change of Name Certificate appearing of record to indicate that Shiloh Baptist Church is now known as The Shiloh Missionary Baptist Church.

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19. Terms, conditions, covenants, obligations and reverter clause as set forth in a Quit-Claim Deed from the State of Connecticut to the Shiloh Baptist Church dated December 11, 1992 and recorded in Volume 999 at Page 267 of the Middletown Land records; as corrected and re-recorded in Volume 1025 at Page 621 of said land records. (affects West Street)
20. Terms, conditions, covenants, obligations and reverter clause as set forth in a Quit-Claim Deed from the State of Connecticut to Shiloh Manors, Inc. dated November 1, 1995 and recorded in Volume 1083 at Page 708 of the Middletown Land records. (affects 330 Butternut Street)
21. Right of first refusal as set forth in a Quit-Claim Deed from the State of Connecticut to Shiloh Baptist Church dated November 1, 1995 and recorded in Volume 1083 at Page 710 of the Middletown Land records. (affects 322 and 346 Butternut Street)
22. Access/Egress and Parking Easement from Shiloh Manors, Inc. in favor of Shiloh Baptist Church dated July 30, 1997 and recorded in Volume 1133 at Page 525 of the Middletown Land Records.
23. Access/Egress and Parking Easement from Shiloh Baptist Church in favor of Shiloh Manor, Inc. dated July 30, 1997 and recorded in Volume 1133 at Page 527 of the Middletown Land Records.
24. Covenant and Agreement by and between Shiloh Manors, Inc. and Shiloh Baptist Church dated July 30, 1997 and recorded in Volume 1133 at Page 527 of the Middletown Land Records. (affects 330 and 346 Butternut Street)
25. Terms, conditions, covenants, obligations and reverter clause as set forth in a Quit-Claim Deed from the State of Connecticut to the Shiloh Baptist Church dated January 5, 1998 and recorded in Volume 1147 at Page 22 of the Middletown Land records. (affects West Street)
26. Notice of grant of Special Exception issued by the Middletown Planning and Zoning Commission dated effective as of March 24, 1998 and recorded in Volume 1153 at Page 616 of the Middletown Land Records.
27. Terms and conditions set forth in a Quit Claim Deed from the State of Connecticut to Wesleyan University dated January 28, 2000 and January 31, 2000 and recorded in Volume 1224 at Page 898 of the Middletown Land Records.
28. Notations, existing overhead utilities, existing underground electric & phone, sanitary lateral, wetland areas and existing improvements as set forth on Map No. 15-95 on file in the Middletown Town Clerk's Office.

Note: the legal description for West Street (25-98) contained in Schedule A attached hereto and made a part hereof is based on information obtained from the Tax Assessor's field cards and maps. A current A-2 survey is recommended.

END OF REPORT

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: CT-5902213

Commitment No.: CT-5902213

The land referred to herein below is situated in the County of Middlesex, State of Connecticut, and described as follows:

322 BUTTERNUT STREET

All that certain real property, together with the improvements thereon, situated in the City of Middletown, County of Middlesex and State of Connecticut, being shown and designated as Lot 28-1B on a certain map entitled "Shiloh Baptist-Middletown HUD Project No. 017-EE012/CT26-S941-004, Middletown, CT", dated December 5, 1994, revised through February 24, 1995, Scale: 1" = 20', prepared by T.F. Jackowiak, L.S., which map is on file in the Middletown Town Clerk's Office as Map No. 15-95; said premises being more particularly bounded and described as follows:

Beginning at an iron pin located the southerly street line of Butternut Street and the northwest corner of the herein described parcel, thence N-88°-00'-33"-E a distance of 162.26 feet along the southerly street line of Butternut Street to a point, thence

S-05°-30'-27"-E a distance of 138.82 feet to a point, thence

S-00°-35'-18"-W a distance of 97.63 feet to a point, thence

S-88°-24'-34"-W a distance of 30.00 feet to a point, thence

S-00°-35'-18"-W a distance of 81.99 feet to a point, thence

S-88°-22'-34"-W a distance of 49.87 feet to a point, thence

N-45°-49'-52"-W a distance of 16.72 feet to a point, thence

N-00°-35'-18"-E a distance of 70.00 feet to a point, thence

S-88°-24'-34"-W a distance of 85.00 feet to a point, thence

N-00°-36'-30"-E a distance of 21.15 feet to a point, thence

N-00°-35'-18"-E a distance of 214.04 to the point or place of beginning

330 BUTTERNUT STREET

All that certain real property, together with the improvements thereon, situated in the City of Middletown, County of Middlesex and State of Connecticut, being shown and designated as Lot 28-1C on a certain map entitled "Shiloh Baptist-Middletown HUD Project No. 017-EE012/CT26-S941-004, Middletown, CT", dated December 5, 1994, revised through February 24, 1995, Scale: 1" = 20', prepared by T.F. Jackowiak, L.S., which map is on file in the Middletown Town Clerk's Office as Map No. 15-95; said premises being more particularly bounded and described as follows:

Beginning at a point in the southerly street line of Butternut Street which point marks the northwest corner of Lot 28-1B and the northeast corner of the herein described parcel,

thence S-15-01'-54"-W a distance of 145.07 feet to a point,

thence S-00°-35'-18"-W a distance of 97.63 feet to a point,

thence N-88°-24'-34"-E a distance of 41.21 feet to a point,

thence S-00°-35'-18"-W a distance of 80.00 feet to a point,

thence N-88°-22'-34"-E a distance of 80.00 feet to a point,

thence S-03°-26'-20"-W 215.25 marked by an iron pin, thence S-68°-06'-22"-W a distance of 131.88 feet to a point

marked by an iron pin, thence N-89°-18'-53"-W a distance of 189.53 feet to a point marked by an iron pin, thence N-00-

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36'-30"-E a distance of 332.66 feet to a point, thence N-88-24'-34"-E a distance of 85.00 feet to a point, thence S-00-35'-18"-W" a distance of 70.00 feet to a point, thence S-45-49'-52"-E" a distance of 16.72 feet to a point, thence N-88-22'-34"-E" a distance of 49.87 feet to a point, thence N-00-35'-18"-E" a distance of 81.99 feet to a point, thence N-88-24'-34"-E" a distance of 30.00 feet to a point, thence N-00-35'-18"-E" a distance of 97.63 feet to a point, thence N-05-30'-27"-W" a distance of 138.82 feet to a point located in the southerly street line of Butternut Street, thence N-88-00-33-E a distance of 75.00 feet along the southerly street line of Butternut Street to the point or place of beginning.

346 BUTTERNUT STREET

All that certain real property, together with the improvements thereon, situated in the City of Middletown, County of Middlesex and state of Connecticut, being shown and designated as Lot 28-1A on a certain map entitled "Shiloh Baptist-Middletown HUD Project No. 017-EE012/CT26-S941-004, Middletown, CT", dated December 5, 1994, revised through February 24, 1995, Scale: 1" = 20', prepared by T.F. Jackowiak, L.S., which map is on file in the Middletown Town Clerk's Office as Map No. 15-95; said premises being more particularly bounded and described as follows:

Beginning at an iron pipe located in the southerly street line of Butternut Street and the northeast corner of the herein described parcel, thence S-03°-14'-46"-W distance of 258.28 feet to an iron pipe, thence S-03'-26'-20"-W a distance of 60.00 feet to a point, thence S-88°-22'-34"-W a distance of 80.00 feet to a point, thence N-00°-35'-18"-E a distance of 80.00 feet to a point, thence S-88°-24'-34"-W a distance of 41.21 feet to a point, thence N-00°-35'-18"-E a distance of 97.63 feet to a point, thence N-15°-01'-54"-E 145.07 feet to a point located in the southerly street line of Butternut Street, thence N-88°-00'-33'-E a distance of 100.00 feet along the southerly street line of Butternut Street to the point or place of beginning.

WEST STREET (25-98)

All that certain real property, together with the improvements thereon, situated in the City of Middletown, County of Middlesex and State of Connecticut, containing approximately 10 acres, more or less, lying on the easterly side of West Street and southerly of Butternut Street, and being more particularly shown and designated as Lot 98 on the Middletown Tax Assessor's Map No. 25.

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