

# **EXHIBIT E**

**Man-Burch Property Chain of Title  
Lot 12B, Packer Road, Canterbury, CT**

<b>Date</b>	<b>Grantee</b>	<b>Volume</b>	<b>Page</b>
3/14/2006	Man-Burch, LLC	178	145
8/29/1996	Aspinook, LLC	104	526
10/21/1965	Yaworski, Inc.	49	336
9/13/1963	Builder Specialties Company, Inc.	48	552
12/7/1962	Quinebaug Realty, Inc.	48	305
1/15/1960	Griswold Corp.		
9/4/1952	Albert A. List Foundation		
01/01/1894	Aspinook Company	30	79
	Thomas J. and Anna J. Brown		

Signed, sealed and delivered in presence of.

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Fred Dummer

Earl Martin

Charles N. Leavens

(98)

Fred C. Leavens

(99)

State of Connecticut

County of Windham ss. Killbuck, December 23rd A.D. 1893.

Personally appeared Charles N. Leavens and Fred C. Leavens  
signers and sealers of the foregoing instrument, and acknowledged  
the same to be their free act and deed before me

Received & recorded Dec. 29<sup>th</sup> 1893.

Earl Martin

Attest M. K. Sanger, Town Clerk

Notary Public.

To all People to whom these Presents shall come: Greeting

Know ye that we Thomas J. Brown and Anna J. Brown both of  
Cantonbury in Windham County Connecticut for the consideration  
of one Dollar received to our full satisfaction of the Aspinock  
Company a corporation organized under the laws of the State  
of Connecticut and located in the town of Goswold in New London  
County in said State do give, grant, bargain, sell, and confirm  
into the said the Aspinock Company two certain parcels of land  
situate in said Cantonbury and described as follows.

First parcel: Beginning at an Elm tree standing near the house  
of Thomas J. Brown on the road leading from Packerville to Butts  
Bridges thence N 10° N 45 $\frac{1}{2}$  rods to a walnut tree. thence S 89°  
N 13 $\frac{1}{2}$  rods. thence 55° N about 11 rods to a stake and stones  
near a forked black oak tree. thence southeasterly to a stake  
and stones near a small beach tree. thence southerly to a  
white oak tree on the bank east of the brook. thence westerly  
to a large white oak tree on the bank south of the meadow.  
thence northwesterly to a stake and stones near a black oak  
tree. thence southeasterly to a stake and stones. thence N 39 $\frac{1}{2}$ °  
N 26 $\frac{1}{2}$  rods by the second described parcel to the bank of the  
Dunbarrow River. thence northerly by the said River sixty rods  
to the mouth of a small brook thence E 27 $\frac{1}{2}$ ° S. 41 rods to the  
aforesaid road thence S 48° N. 14 rods to the first mentioned  
bound containing thirteen acres of land be the same more or less  
intending hereby to convey the lands referred to in a certain agreement  
under seal from Joseph S. Bladding to Roswell Eneworth dated  
August 11. 1883 recorded in Cantonbury land records book 25 page 308  
and is the second lot described in a deed from Roswell Eneworth  
to Harlow Williams and Estella S. Williams recorded in said  
records book 24 page 486. The second parcel contains four  
acres and is bounded north by the first parcel, easterly by the  
first parcel and land of the Deacons southerly by land of the Deacons  
and land formerly of Roswell Eneworth. westerly by Dunbarrow River

-being land formerly owned by Amos Ensworth and being that land referred to in a certain agreement under seal from Joseph S. Bladding to Amos Ensworth dated August 5<sup>th</sup> 1853 recorded in said Records book 27 page 734.

To Have and to Hold, the above granted and bargained premises with the appurtenances thereof unto the said Grantor its Successor and assigns forever to its and their own proper use and behoof and also to the said Grantors do for ourselves our heirs Executors and Administrators, covenant with the said Grantor its Successors and assigns that and until the unveiling of these presents we as well seized of the premises as a good indefeasible estate in fee simple and have good right to bargain and sell the same in man and form as is above written and that the same is free from a incumbrance whatsoever except the right of Highway now owned by said Grantor and the right of getting water at a spring near the house now occupied by Mrs Thomas Brown and situated on said land mentioned in the foregoing instrument, and of creating a pump or other apparatus for carrying water to said house

And Furthermore we the said Grantors do by these presents bind ourselves and our heirs forever to warrant and defend the above granted and bargained premises to the said Grantor its Successor and assigns against all claims and demands whatsoever.

In witness whereof we have hereunto set our hands and seals this 1<sup>st</sup> day of January in the Year of our Lord 1894

Signed Sealed and delivered

in presence of  
Clifford Fitch  
W. H. Langer

Thomas J. Brown (RS)  
Anna J. Brown (RS)

State of Connecticut

Windham County } ss Canterbury January 1<sup>st</sup> A.D. 1894

Personally appeared Thomas J. Brown and Anna J. Brown signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me

W. H. Langer

Justice of the Peace

Received and recorded

January 8. 1894

Attest W. H. Langer

Recorder

DEED

KNOW ALL MEN BY THESE PRESENTS, That Griswold Corporation, a corporation existing under the laws of the State of Rhode Island and having a principal office in the City and County of Providence, in said State (hereinafter called the GRANTOR) for One Dollar (\$1.00) and other valuable consideration received to its full satisfaction from Quinebaug Realty Inc., a Rhode Island corporation of said City of Providence (hereinafter called the Grantee) have remised, released and forever quitclaimed and do by these presents remise, release and forever quitclaim unto GRANTEE, its successors and assigns forever all such right, title and interest as GRANTOR has or ought to have in and to all of the tracts of land described in Exhibit A hereto attached and hereto made a part hereof, situated in the Towns of Griswold and Lisbon, in New London County and in the Town of Canterbury in Windham County, in the State of Connecticut, together with all buildings, foundations and structures thereon standing and all appurtenances thereunto belonging, including all water power, dams and all flowage rights, privileges, easements and other rights and appurtenances thereunto belonging or in any wise appertaining, and all fixtures and improvements thereon, including, without limiting the generality of the foregoing, all fences, railroad sidetracks; sprinkler systems and pumps, motors and fixtures attached thereto or used in connection therewith; electric systems, including power plants, generators, water wheels and turbines, governors, motors, wiring, transformers, switch boards; power lines and conduits; heating systems, including fuel and storage tanks, boilers, motors, steam lines, radiators, blowers, unit heaters, controls and fixtures and equipment attached thereto or used in connection therewith; plumbing, water and sewer systems and all fixtures and equipment incidental thereto; fire hydrants; elevators and elevator operating equipment, processing steam systems; fire alarm systems; time recording clocks and systems; and ventilating, air conditioning and air moving systems, all attached to or used in connection with said premises.

Said premises are conveyed subject to:

- (a) All encumbrances referred to in said Exhibit A.
- (b) A certain mortgage from Griswold Corporation to Gera Corporation dated January 15, 1960 in the original sum of Seventy-five Thousand (\$75,000.00) Dollars and recorded in said Towns of Griswold, Lisbon and Canterbury.
- (c) A certain mortgage from Griswold Corporation to Gera Corporation dated March 30, 1961 in the original principal sum of One Thousand (\$1,000.00) Dollars.
- (d) Existing leases and tenancies including tenancy and occupancy of Harry Ravitch and/or Middlesex Farms Inc., Brooklyn Cooperage Company and Buildres Specialties Company, Inc. under lease for five years from June 1, 1962 with options to renew for three successive periods of five years.
- (e) Taxes assessed for the year beginning October 1, 1962, and all other public taxes, assessments and charges, including water charges, in respect to said property.

TO HAVE AND TO HOLD the same, with the appurtenances thereof to it, the said GRANTOR, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument and caused its corporate seal to be affixed, all by its duly authorized officer, in triplicate, on December 7th, 1962.

In the Presence of:

GRISWOLD CORPORATION

s/ Arthur J. Levy

By s/ Samuel I. Cohen  
Samuel I. Cohen, President

s/ George Grayboys

(Corporate seal affixed)

STATE OF RHODE ISLAND  
PROVIDENCE COUNTY

On this 7th day of December, 1962, before me personally appeared Samuel I. Cohen, President of Griswold Corporation, to me personally known, who being by me duly sworn did depose and say that he is the President of Griswold Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Samuel I. Cohen did acknowledge the said instrument to be the free act and deed of said corporation and his own free act and deed as such President.

Given under my hand and notarial seal this 7th day of December, 1962.

s/ Arthur J. Levy  
Notary Public (seal affixed)

This deed has been executed in three counterparts to facilitate the recording thereof in the Towns of Griswold, Lisbon and Canterbury and federal documentary stamps required by law have been affixed to the counterpart hereof recorded in the Town of Griswold and have been appropriately cancelled.

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EXHIBIT A.

Situating in said Town of Griswold

Beginning at a point on the Westerly side of the Norwich and Worcester Railroad at the dividing line between land of the Grantor and land formerly of Ira F. Lewis, said point being approximately 110 feet Northerly of the center line of Depot Lane, so-called, and said point being also 73 3/4 feet Westerly on the center line of the main track of said railroad and thence running Westerly 107.6 feet abutting Southerly on said Lewis land and remaining land of the Grantor; thence deflecting 90° 13' to the right and running 42.1 feet along an iron fence; thence deflecting 49° 15' to the left and running 34.7 feet; thence deflecting 11° 41' to the left and running about 99.9 feet to the Easterly side of Johnson Lane, so-called, said last line being 17.06 feet Southwesterly from and parallel to the Southwesterly side of the brick barn or garage standing on the herein conveyed premises; the offsets being taken from the brickwork, the last three lines abutting Westerly and Southwesterly on remaining land of the Grantors and said lines following the line of an old iron fence; thence deflecting 53° 42' to the right and running Northerly about 513 feet, more or less, along the Easterly side of Johnson Lane, so-called, to the end of said lane; said point being on range with the center line of the wall on the Northerly side of land of the Jewett City Cemetery Association; thence Westerly about 30-1/2 feet crossing the Northerly end of said lane to the Northeasterly corner of said Cemetery land; thence continuing Westerly along the Northerly side of said cemetery land about 170.4 feet to the end of said wall; thence Southerly 89.54 feet; thence Westerly 84.5 feet; thence Southerly 365.2 feet, the last three courses being along the Westerly and Northerly face of the stone wall of said Cemetery and the last four courses abutting Southerly and Easterly on land of said Cemetery; thence deflecting 61° 03' to the right from the face of the wall and running Westerly 4.9 feet; thence deflecting 86° 37' to the left and running 204.47 feet; thence deflecting 88° 31' to the right and running 59.15 feet; thence deflecting 0° 14' to the right and running 327.65 feet; thence deflecting 20° 34' to the right and running 226.07 feet; thence deflecting 92° 34' to the left and running Southerly 116.25 feet to a merestone on the Northerly bank of the Quinebaug River, the last three lines abutting Southerly on land formerly of Adelbert R. Young; thence continuing Southerly to the center of said river; thence Westerly, Northerly and Northeasterly along the center of said river to a point about 2400 feet Northerly from the dam across said river, said point being also on range with the Northerly line of the property conveyed to the Aspinook Company by Charles C. Johnson, June 17, 1893; thence running Easterly to land of the Norwich & Worcester Railroad Co., thence Southerly along the Westerly line of the Norwich and Worcester Railroad Company approximately 4050 feet to the place of beginning.

The premises above described are those conveyed by Adelbert R. Young to the Aspinook Company, July 14, 1900, Griswold Land records, Book 13, Page 398 and a portion of those conveyed to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, Book 14, page 63.

Together with a right of way over a strip of land 350 feet long by 25 feet wide adjoining the railroad land and located approximately 400 feet Northeasterly of Depot Lane and described more in detail in deed from Charles Johnson to Norwich & Worcester Railroad Company by deed dated August 2, 1864, Book 7, page 480.

Together with such rights in Johnson Lane and Depot Lane as are described in deed of Charles Johnson to Norwich & Worcester Railroad Company, Book 7, page 480.

Subject to a pole line right to the Southern New England Telephone Company granted by General Charities Foundation across the land of the herein described tract

Together with all rights in the dam which is located partly on the herein described tract.

EXHIBIT A.

Situating in the towns of Lisbon and Griswold in New London County and the town of Canterbury in Windham County in the State of Connecticut.

First Tract - Situated in Town of Lisbon

Beginning on the Northerly bank of the Quinebaug River at the dividing line between land of the Grantor and land now or formerly of A.F. Reed approximately 1950 feet

Southwesterly from the Northerly end of dam across said river; thence Westerly 115 feet to a stone bound passing through another stone bound about 16 feet from said River; thence deflecting  $6^{\circ} 20'$  to the left and running 469.3 feet, last two courses abutting Southerly on said Reed land; thence deflecting  $109^{\circ}$  to the right and running 100 feet; thence deflecting  $8^{\circ} 55'$  to the left and running 272 feet; thence deflecting  $1^{\circ} 45'$  to the left and running 217.6 feet; thence  $3^{\circ} 30'$  to the left and running 476.8 feet; thence deflecting  $1^{\circ}$  to the left and running 101 feet; thence  $92^{\circ} 56'$  to the right and running 345.5 feet; thence deflecting  $1^{\circ} 23'$  to the right and running 310 feet; thence deflecting  $34^{\circ} 0'$  to the left and running 61.7 feet; thence deflecting  $19^{\circ} 45'$  to the right and running 86 feet; thence deflecting  $6^{\circ} 14'$  to the left and running  $84\frac{1}{2}$  feet; thence deflecting  $12^{\circ} 10'$  to the left and running  $198.8$  feet; thence deflecting  $3^{\circ} 6'$  to the left and running 120.2 feet; thence deflecting  $15^{\circ} 17'$  to the left and running 172.3 feet, the last eight lines being by a stone wall and fence; thence deflecting  $78^{\circ} 41'$  to the left and running 1368.1 feet, partly along a stone wall to a point on said wall located 834.24 feet Southerly from the center of a highway, the last fourteen lines abutting Westerly and Northerly on land formerly of C.H. and Phebe Johnson; thence deflecting  $71^{\circ} 36'$  to the right and running 786.6 feet to a corner of two walls; thence deflecting  $76^{\circ} 9'$  to the right and running about 587  $\frac{1}{2}$  feet partly along a wall to the Northwesterly bank of the Quinebaug River, the last two lines bounding Northwesterly and Northeasterly on land formerly known as the Standish Farm; thence Northeasterly along the said Northwesterly bank of said river approximately 3600 feet until it comes to land formerly owned by Bucklin Mathewson; thence Southeasterly to the center of the Quinebaug River; thence Southwesterly and Westerly along the center of the river to a point opposite the place of beginning; thence Westerly to the place of beginning.

The above described tract containing the land conveyed to the Aspinook Company by Charles H. Johnson, by deed dated May 30, 1893, Lisbon and Records, Book 10, page 59; and also conveyed the land reserved in the deed of Charles Johnson to Andrew Burnham, January 12, 1867, Book 8, page 613.

#### Second Tract- Situated in said Town of Griswold

Beginning at the Railroad by which it is bounded Southeasterly at a point where a line drawn parallel to the Westerly side of a cotton mill and 57 feet distant therefrom will intersect; thence Northwesterly in a line parallel to said Westerly side of said cotton mill and 57 feet distant therefrom to a point near the West corner of a barn and about 14 feet distant therefrom; said point being approximately 410 feet Northwesterly from the Northwesterly line of the Railroad property; thence Northeasterly in a straight line 165 feet to a merestone; thence Southeasterly in a straight line 364 feet to a white oak tree near the pond distant from the Northeast corner of said cotton mill 170 feet; thence across said pond to the Norwich & Worcester Railroad, the last line abutting Northeasterly on land now or formerly of E.F. Burleson; thence Southwesterly by said Railroad to the place of beginning.

Being the first tract in the deed from Charles C. Johnson to the Aspinook Company dated June 17, 1893, recorded in Griswold Land Records, Book 11, page 242 and property is conveyed together with and subject to all flowage rights and other rights as mentioned in said deed.

#### Third Tract - Situated in said Town of Griswold

Beginning at a stone bound at the Southwest corner of the herein described lot and running thence North  $13^{\circ}$  West 1609.4 feet to a stump with stones placed thereon abutting Westerly on land formerly of Soule; thence running North  $82\frac{3}{4}^{\circ}$  East 910.6 feet to a marked cedar; thence South  $1\frac{1}{2}^{\circ}$  West 988.5 feet thence North  $44\frac{1}{2}^{\circ}$  West 312.6 feet to a stone; thence North  $5\frac{1}{2}^{\circ}$  West 96 feet to a marked cedar; thence South  $81^{\circ}$  West 253 feet to a stump with stones; thence South  $7\frac{3}{4}^{\circ}$  East 994 feet to a stone bound, the last five lines abutting Easterly and Southerly on land formerly of Archie McNicol; thence North  $82^{\circ}$  West 159.7 feet to the point of beginning.

The above described tract includes the so-called Browning Cedar Swamp and Johnson Cedar Swamp located near Tadpole Pond, the land is a part of that conveyed by Charles C. Johnson to Aspinook Company by deed dated June 17, 1893.

#### Fourth Tract - Situated in said Town of Canterbury

That tract of land described in the deed from Henry Baldwin to the Aspinook Company dated May 27, 1893, Book 30 page 56.

This land is located on the Easterly side of the Quinebaug River and the above mentioned deed gives the right to the Aspinook Company to maintain their dam at a certain level and conveys the land to the Company which would be flowed by maintaining the dam at that level.

Fifth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Southerly line of the highway leading from Jewett City to Baltic as laid out by the ~~Highway~~ Connecticut Highway Department in 1937 and running thence Easterly 86 feet, more or less, to a Connecticut Highway marker; thence Northerly 10 feet to another highway merestone; thence Easterly about 661 feet to land formerly of Charles H. Barrows; these lines following along the Southerly side of said highway; thence South  $190^{\circ} 45'$  West about 346.7 feet to a white oak tree; thence deflecting  $20^{\circ} 32'$  to the left and running 448.6 feet to another white oak tree; thence  $6^{\circ}$  and  $56'$  to the left and running about 577  $1/2$  feet to a point formerly marked by an apple tree, this last line crossing the railroad right of way running from Willimantic to Providence, the last three lines abutting Easterly on said Railroad right of way and land of said Barrows; thence deflecting  $28^{\circ} 12'$  to the right and running 244 feet to a stone bound; thence continuing Southwesterly 162.1 feet to another stone bound on the Easterly edge of the shore of the Quinebaug River; thence Westerly to the center of the Quinebaug River; thence up said River about 18 rods; thence Northwesterly crossing said river to the West Bank; thence up said River bank Northerly until it comes to the Southerly line of the before mentioned highway; thence Easterly across Quinebaug River and along the Southerly line of said highway to the point of beginning.

Being part of the premises which were conveyed to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, Book 30, page 50 and reference may ~~be~~ also be had to the deed from Isaac P. Robinson to J.S. Gladding, June 5, 1931, Book 20, page 422.

The premises are subject to the Railroad right of way which crosses the herein conveyed tract.

The above described tract is located Southerly of Butts Bridge, so-called.

Sixth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly about 100 feet; thence Southerly at right angles 20 feet; thence Easterly about 1322 feet; thence continuing Northeasterly about 129 feet; the last four lines following along the Northerly line of the above mentioned highway; thence running Northerly along the Westerly line of the highway leading to Packerville approximately 1350 feet to a stone bound; thence Westerly about 1650 feet to a stone bound on the East shore of the Quinebaug River, this line abutting Northerly on land formerly of J.Q.A. Rathbun; thence Southerly along the Easterly shore of the Quinebaug River about 1419 feet; thence continuing Southerly along the Easterly shore about 280 feet to the point of beginning.

Being a part of the land deeded to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, and reference may be had to the deed from Lydia, Nancy and Eliza Phinney to Joseph S. Gladding, June 8, 1848, Book 24, page 384 and the deed from Dyer and Butts to J.S. Gladding, Feb. 6, 1827, Book 20, page 20.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Seventh Tract - Situated in said Town of Canterbury

Beginning at a point on the Westerly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running Westerly along the Northerly line of said highway about 85 feet; thence Southerly at right angles 10 feet along the highway; thence Westerly along the Northerly line of the said highway about 50 feet to land formerly of Charles H. Barrows; thence North  $34^{\circ} 10'$  East about 360 feet to land of Patrick; thence Southeasterly about 80 feet; thence Northeasterly on a line 33 feet Westerly from and parallel to the Westerly high water mark about 340 feet to land of Finn; thence Southeasterly abutting Northeasterly on said Finn land 33 feet, more or less, to the Westerly shore of the Quinebaug River; thence Southerly along the Westerly shore of the Quinebaug River about 640 feet to the point of beginning.

Being part of the land conveyed to the Aspinook Company by Charles C. Johnson, June 17, 1893, Book 30, page 50.

Reference to the above tract may also be had in the deed from John Francis to J.S. Gladding, February 11, 1826, Book 20, page 20 and the deed from Bliss to Gladding, January 23, 1826, Book 20, page 19.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Eighth Tract - Situated in said Town of Canterbury

Beginning at an elm tree located on the Westerly side, of the highway leading to Packerville and running thence North  $76 \frac{3}{4}^{\circ}$  West 721.8 feet to a stone bound; thence deflecting  $40^{\circ} 2'$  to the left and running 222.7 feet; thence deflecting  $4^{\circ}$  to the left and running 190.5 feet; thence  $86^{\circ} 29'$  to the left and running 212.4 feet; thence  $60^{\circ} 8'$  to the right and running 142 feet to a white oak tree near a brook; thence deflecting  $71^{\circ} 44'$  to the right and running 324.8 feet to an oak stump; thence  $32^{\circ} 17'$  to the right and running 67.4 feet; thence  $71^{\circ} 41'$  to the left and running 116.6 feet; thence deflecting  $28^{\circ}$  to the right and running 107.3 feet; thence  $7^{\circ} 15'$  to the right and running 101.5 feet; thence  $3^{\circ} 58'$  to the right and running 72.3 feet; thence  $8^{\circ}$  to the right and running 38.1 feet; thence Northerly to the Easterly shore of the Quinebaug River, the last thirteen lines abutting Southerly, Easterly and Westerly on land formerly of the Estate of Thomas Brown; thence in a generally Northerly direction along the Easterly shore of the Quinebaug River to land formerly of Henry Truesdell; thence Southwesterly easterly 228.8 feet; thence deflecting  $2^{\circ} 34'$  to the right and running 182 feet; thence  $2^{\circ} 13'$  to the right and running 173.3 feet to a stone bound on the westerly side of the highway leading to Packerville, the last three lines abutting Northerly on said Truesdell land; thence Southerly along the Westerly line of said highway 231 feet to the point of beginning.

Being the land conveyed by Thomas J. and Anna J. Brown to the Aspinook Company by deed dated June 1, 1894, Book 30, page 80 and the tract is subject to rights and reservations mentioned in said deed.

Together with all flowage rights as more fully described in the following designated instruments, namely:

The following described flowage rights are located in the Town of Lisbon:

Charles C. Johnson to The Aspinook Company, June 17, 1893, Book 10, Page 602, Lisbon Land Records.

This covers flowage rights and ownership of land and the so-called Standish Farm.

Almira J.M. and George A. Ross to the Aspinook Company, May 27, 1893, Book 10, page 58, Lisbon Land Records.

"Right to maintain dam 2 feet above present height."

Luther C. Gray to The Aspinook Company, May 30, 1893, Book 10, page 57, Lisbon Land Records.

"Right to maintain dam 2 feet above present height."

Norwich Savings Society to The Aspinook Company, May 31, 1893, Book 10, Page 56, Lisbon Land Records.

"Right to maintain dam 2 feet above present height."

Charles H. Gray to The Aspinook Company, May 30, 1893, Book 10, Page 55, Lisbon Land Records.

"Right to maintain dam 2 feet above present height."

Sarah B. Hadley to The Aspinook Company, May 27, 1893, Book 10, Page 60, Lisbon Land Records and Book 30, Page 53, Canterbury Land Records.

"Right to maintain dam 2 feet above present height."

The following described flowage rights are located in the Town of Canterbury:

Sarah B. Hadley to the Aspinook Company, May 27, 1893, Book 30, page 53, Canterbury Land Records, and Book 10, page 60, Lisbon Land Records.

"Right to maintain dam 2 feet above present height."

Oliver S. Francis to The Aspinook Company, May 27, 1893, Book 30, page 52, Canterbury Land Records.

"Right to maintain dam 3 feet above present height."

+ RIGHTS TO ENTER  
TO CLEAR TREES

Park Spicer to the Aspinook Company, Dec. 29, 1893, Book 29, page 598, Canterbury Land Records.

"Right to maintain dam 2 feet above present height."

Charles H. Barrows to The Aspinook Company, March 22, 1894, Book 30, page 89, Canterbury Land Records.

"Right to maintain dam 2 feet above present height."

Flowage rights above Butts Bridge were conveyed to The Aspinook Company by Charles C. Johnson, June 17, 1893, Book 30, page 50, and are described in the following deeds:

Nehemiah Answorth to Gladding and Aborn, June 2, 1893, Book 25, page 217.

"Right to flow up against banks and to flow meadow for \$100. per acre."

RIGHT  
TO USE

J.N. Francis to Gladding and Aborn  
June 2, 1853, Book 25, page 218

"Right to flow up against banks."

Wm. Cone to the Aspinook Company, April 10, 1895, Book 29, page 622.  
"Right to flow to, present height of dam."

Thomas J. Johnson et al, to The Aspinook Company, January 21, 1895,  
Book 29, page 493.

"Right to flow to present height of dam."

Elderkin Waldo to The Aspinook Company, April 19, 1894, Book 29,  
page 604.

"Right to flow to present height of dam."

Chauncey C. Frink to The Aspinook Company, April 19, 1894, Book 29,  
page 607.

"Right to flow to present height of dam."

F.B. Willoughby, et al. to The Aspinook Company, Nov. 29, 1915,  
Book 37, page 111.

"Right to flow an island called "Pigs Comfort " and also a certain  
ford-way by a dam 2 feet above present dam."

Soloman Payne to J.S. Gladding, Febr. 13, 1856, Book 25, page 503.

"Right to flow up against banks."

(this was transferred to Charles C. Johnson and thence to The Aspinook  
Company)

*PERMITTES FOR  
DAM DOWNSTREAM*

Susan E. and Mary H. Witter to The Aspinook Company, April 19,  
1894, Book 29, page 605.

"Right to flow to present height of dam." ✓

Roswell Ensworth to Gladding and Aborn, July 31, 1853, Book 25,  
Page 251.

"Unlimited flowage."

Rufus Waldo to J.S. gladding, Sept 2, 1851, Book 25, page 26.

"Right to flow up against banks." ✓

*NOT ABOVE*

Charles H. Barrows to The Aspinook Company, March 22, 1894,  
Book 30, page 89.

"Right to maintain dam 2 feet above present height."

M.A. Witter and M. Witter to The Aspinook Compa y, April, 19, 1894,  
Book 29, page 606.

"Right to maintain dam 2 feet above present height."

Susanna A. Francis to The Aspinook Company, may 27, 1893, Book 30,  
page 54.

"Right to maintain dam 2 feet above present height."

Henry Baldwin to The Aspinook Company, May 27, 1893, Book 30,  
page 56.

"Right to maintain dam 2 feet above present height."

(land so flowed is actually deeded to Aspinook Company)

George A. and Evaline H. Bennett to The Aspinook Company, May 27,  
1893, Book 30, page 57, C.L.R. and also Book 13, page 109, Griswold  
Land Records.

"Right to maintain dam 2 feet above present height."

The following described flowage rights are located in the Town of  
Griswold:

George A. and Evaline H. Bennett to The Aspinook Company May 27, 1893,  
Book 13, page 109, Griswold Land Records. and also Book 30, page 57,  
Canterbury and Records.

"Right to maintain dam 2 feet above present height."

Book 13, page 110.

"Right to maintain dam 2 feet above present height."

Charles C. Johnson to the Aspinook Company, June 17, 1893, Book 14, page 63.

"Unlimited flowage."

The following flowage rights are located in the Town of Griswold and refer to Tadpole Pond.

Frederick Brewster to David Butts, July 10, 1847, Book 5, page 407.

Horatio Willes to Frederick Brewster, April 13, 1847, Book 5, page 379.

H.L. Johnson to Horatio Willes and Elbridge Avery, June 9, 1845, Book 5, page 249.

Smith Barber to Horatio Willes and Elbridge Avery, April 11, 1845, Book 5, page 298.

The above described premises, together with all buildings thereon standing and all appurtenances thereunto belonging, including water power dam and all flowage rights, being the same premises conveyed by The Aspinook Corporation to Albert A. List, Dudley G. Layman and Joseph List by deed dated August 28, 1952, and recorded in Griswold Land Records, Vol 36, page 350-354; Canterbury Land Records, Vol. 42, page 405; and Lisbon Land Records, Vol. 20, pages 144-148 (together with other premises not herein included).

Together with all water power, dams, flowage rights, privileges, easements and other rights and appurtenances thereunto belonging or in any wise appertaining, and all buildings, foundations, structures, fixtures, and improvements thereon, including, without limiting the generality of the foregoing, all fences; railroad sidetracks; sprinkler systems and pumps, motors and fixtures attached thereto or used in connection therewith; electric systems, including power plants, generators, water wheels and turbines, governors, motors, wiring, transformers, switchboards, power lines and conduits; heating systems, including fuel and storage tanks, boilers, motors, steam lines, radiators, blowers, unit heaters, controls and fixtures and equipment attached thereto or used in connection therewith; plumbing, water and sewer systems and all fixtures and equipment incidental thereto; fire extinguishers, fire hose and hydrants; elevators and elevator operating equipment; processing steam systems; fire alarm systems, time recording clocks and systems; and ventilating air conditioning and air moving systems, all attached to or used in connection with the premises described above.

However otherwise described, said real estate is the same real estate which was conveyed by deed from Albert A. List Foundation, Inc. et al, to Griswold Corporation, dated January 15, 1960 and recorded in the Land Records of the Towns of Griswold and Lisbon, New London County and the Town of Canterbury, Windham County, all in the State of Connecticut.

Received for record December 28, 1962 at 3:45 P.M. and recorded by me,

*Jeanette D. White*, Town Clerk.

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DEED

NOL 48  
PG-552-554

KNOW ALL MEN BY THESE PRESENTS, That Quinebaug Realty Inc, a corporation existing under the laws of the State of Rhode Island and having a principal office in the City and County of Providence, in said State ( hereinafer called the GRANTOR) for One (\$1.00)Dollar and other valuable consideration: received to its full satisfaction from Builders Specialties Company, Inc., a corporation existing under the laws of the State of Connecticut and having an office in Jewett City in the Town of Griswold in said State ) hereinafter called the GRANTEE) have remised, released and forever quitclaimed and do by these presents remise, release and forever quitclaim unto GRANTEE, its successors and assigns forever, all such right, title and interest as GRANTOR has or ought to have in and to the land with all buildings and improvements thereon described in Exhibit A attached hereto and made a part hereof, situated in the Town of Canterbury, County of Windham County, State of Connecticut, with all appurtenances, fixtures, water and flowage rights, easements, fences, railroad side tracks, utilities, and all other property upon said land, whether or not affixed thereto,

Said premises are conveyed subject to:  
(a) All encumbrance referred to in Exhibit A

(b) A certain mortgage from Griswold Corporation to Gera Corporation dated January 15, 1960 in the original principal sum of Seventy-Five Thousand and 00/100 (\$75,000.00) Dollars and recorded in the land records of said Town of Griswold.

(c) A certain mortgage from Griswold Corporation to Gera Coporation dated March 30, 1961 in the original principal sum of One Thousand and 00/100 Dollars.

(d) Existing leases and tenancies including tenancy and occupancy of Brooklyn Cooperage Company.

TO HAVE AND HOLD the same, with the appurtenance thereof unto it, the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument and caused its corporate seal to be affixed, all by its duly authorized officer, on September 6, 1963 (corporate) seal affixed

In the Presence of:

Arthur J. Levy

QUINEBAUG REALTY INC.  
s/ Charles Cohn, President  
Charles Cohn, President

DOCUMENTARY STAMP IN THE OF \$1.10 affixed.

STATE OF RHODE ISLAND, PROVIDENCE COUNTY.

On this 6th day of September, 1963 before me personally appeared Charles Cohn, President of Quinebaug Realty Inc., to me personally known, who being by me duly sworn did depose and say that he is the President of Quinebaug Realty, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Charles Cohn did acknowledge the said instrument to be the free act and deed of said corporation and his own free act and deed as such President.

Given under my hand and notarial seal this 6th day of September 1963.

Notary seal affixed.

No County Clerks certificate)

s/ Arthur J. Levy  
Arthur J. Levy  
Notary Public  
State of Rhode Island  
Commission expires June 30, 1966

EXHIBIT A.

Fourth Tract - Situated in said Town of Canterbury

That tract of land described in the deed from Henry Baldwin to the Aspinook Company dated May 27, 1893, Book 30, page 56.

This land is located on the Easterly side of the Quinebaug River and the above mentioned deed gives the right to the Aspinook Company to maintain their dam at a certain level and conveys the land to the Company which would be flowed by maintaining the dam at that level.

Fifth Tract - Situated in said Town of Canterbury

Beginning at point on the Easterly shore of the Quinebaug River at its intersection with the Southerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly 86 feet, more or less, to a Connecticut Highway marker; thence Northerly 10 feet to another highway merestone; thence Easterly about 661 feet to land formerly of Charles H. Barrows; these lines following along the Southerly side of said highway; thence South 19 deg. 45' West about 346.7 feet to a white oak tree; thence deflecting 2 deg. 32' to the left and running 448.6 feet to another white oak tree; thence 6 deg. 56' to the east and running about 577 1/2 feet to a point formerly marked by an apple tree, this last line crossing the railroad right of way running from Killimantic to Providence, the last three lines abutting Easterly on said Railroad right of way and land of said Barrows, thence deflecting 28 deg. 12' to the right and running 244 feet to a stone bound; thence continuing Southwesterly 162.1 feet to another stone bound on the Easterly edge of the shore of the Quinebaug River; then Westerly to the center of the Quinebaug River; thence up said River about 18

rods; thence Northwesterly crossing said river to the West Bank; thence up said River bank Northerly until it comes to the Southerly line of the before mentioned highway; thence Easterly across Quinebaug River and along the Southerly line of said highway to the point of beginning. 553

Being part of the premises which were conveyed to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, page 50 and reference may also be had to the deed from Isaac P. Robinson to J. S. Gladding, June 5, 1831, page 422.

The premises are subject to the Railroad right of way which crosses the here-in conveyed tract.

The above described tract is located Southerly of Butts Bridge, so-called.

Sixth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly about 100 feet; thence Southerly at right angles 20 feet; thence Easterly about 1322 feet; thence continuing Northeasterly about 129 feet; the last four lines following along the Northerly line of the above mentioned highway; thence running Northerly along the Westerly line of the highway leading to Packerville approximately 1350 feet to a stone bound; thence Westerly about 1650 feet to a stone bound on the East shore of the Quinebaug River, this line abutting Northerly on land formerly of J.Q.A. Rathbun; thence Southerly along the Easterly shore of the Quinebaug River about 1419 feet; thence continuing Southerly along the Easterly shore about 280 feet to the point of beginning,

Being a part of the land deeded to the Aspinook Company to Charles C. Johnson by deed dated June 17, 1893, and reference may be had to the deed from Lydia, Nancy and Eliza Phinney to Joseph S. Gladding, June 8, 1848, Book 24 page 384 and the deed from Dyer and Butts to J. S. Gladding, Feb. 6, 1827, Book 20, page 20.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Seventh Tract - Situated in said Town of Canterbury

Beginning at a point on the Westerly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Westerly along the Northerly line of said highway about 85 feet; thence Southerly at right angles 10 feet along the highway; thence Westerly along the Northerly line of the said highway about 50 feet to land formerly of Charles H. Barrows; thence North 34 deg. 10' East about 360 feet to land of Patrick; thence Southeasterly about 80 feet; thence Northeasterly on a line 33 feet Westerly from and parallel to the Westerly high water mark about 340 feet to land of Finn; thence Southeasterly abutting Northeasterly on said Finn land 33 feet, more or less, to the Westerly shore of the Quinebaug River; thence Southerly along the Westerly shore of the Quinebaug River about 640 feet to the point of beginning.

Being part of the land conveyed to the Aspinook Company by Charles C. Johnson, June 17, 1893, Book 30, page 50.

Reference to the above tract may also be had in the deed from John Francis to J. S. Gladding, February 11, 1826, Book 20, page 20 and the deed from Bliss to Gladding, January 23, 1826, Book 20, page 19.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Eighth Tract - Situated in said Town of Canterbury

Beginning at an elm tree located on the Westerly side of the highway leading to Packerville and running thence North 76 3/4 deg. West 721.8 feet to a stone bound; thence deflecting 40 deg. 2' to the left and running 222.7 feet; thence deflecting 4 deg to the left and running 190.5 feet; thence 86 deg. 29' to the left and running 212.4 feet; thence 6 deg. 8' to the right and running 142 feet to a white oak tree near a brook; thence deflecting 71 deg. 44' to the right and running 324.8 feet to an oak stump; thence 32 deg. 17' to the right and running 67.4 feet; thence 71 deg. 41' to the left and running 116.6 feet; thence deflecting 28 deg. to the right and running 107.3 feet; thence 7 deg. 15' to the right and running 101.5 feet; thence 3 deg. 58' to the right and running 72.3 feet; thence 8 deg. to the right and running 38.1 feet; thence Northerly to the Easterly Shore of the Quinebaug River, the last thirteen lines abutting Southerly, Easterly and Westerly on land formerly of the Estate of Thomas Brown; thence in a generally Northerly direction along the Easterly shore of the Quinebaug River to land formerly Henry Truesdell; thence Southeasterly 228.8 feet; thence deflecting 2 deg. 34' to the right and running 182 feet; thence 2 deg. 13' to the right and running 173.3 feet to a stone bound on the Westerly side of the highway leading to Packerville, the last three lines abutting Northerly on said Truesdell land;

thence Southerly along the Westerly line of said highway 231 feet to the point of beginning

Being the land conveyed by Thomas J and Anna J. Brown to the Aspinook Company by deed dated June 1, 1894, Book 30, page 80 and the tract is subject to rights and reservations mentioned in said deed.

The said real estate is a portion of the real estate conveyed by deed from Albert A. List Foundation Inc, et al to Griswold Corporation, dated January 15, 1960, and a deed from Griswold Corporation to Quinebaug Realty Inc, dated December 7, 1962, both said deeds being recorded in said Canterbury land records, said tracts bearing the same numbers as in said deeds.

RECEIVED FOR RECORD ON SEPTEMBER 13, 1963 at 9:00 A.M. and recorded by me.

*Jeanette D. White*  
Town Clerk.

PERMANENT EASEMENT

T.W. DEAN TO THE CONNECTICUT LIGHT & POWER CO.

KNOW ALL MEN BY THESE PRESENTS:

THAT for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby grant to THE CONNECTICUT LIGHT AND POWER COMPANY, a Corporation chartered by the General Assembly of the State of Connecticut and having its principal office in the Town of Berlin, in the State of Connecticut, and its successors and assigns, the permanent right to erect, operate, maintain, renew and replace an electric line consisting of poles and accessories, with such conductors, fixtures and appurtenances as are from time to time needed for the transmission of electric current for light, heat or other purposes, and for telephone purposes, and to trim and keep trimmed, cut and remove such trees as in its or their judgment may endanger said electric line or its operation, with the right to control the growth of underbrush by use of chemicals or otherwise.

Said rights being on and over the Grantor's land in the Town of Canterbury, County of Windham, State of Connecticut, described follows: Said land is situated on the southwesterly side of the Bingham Road so-called and is part of the land acquired by the Grantor herein from Kataryna Kvasnik by a warranty deed dated April 13, 1951 and recorded in Volume 44, at Page 168 of the Canterbury Land Records.

Said electric line to be located on the land of the Grantor substantially as follows:

Along and within the limits of a private roadway, as required from time to time, said roadway extending southwesterly from the southwesterly line of Bingham Road into a Trailer Park known as Longview Mobile Estates on the land of the Grantor.

Any right herein described or granted or any part thereof may be assigned to any Telephone Company and other assignee or assignees by the Grantee or its successors and assigns and the Grantor for himself, his heirs, representatives and assigns hereby agrees to and does hereby ratify any such assignment or assignments.

Provided, if any part of the above described land upon or over which said poles or any guys, anchors, guy stubs and electric conductors, fixtures and appurtenances shall be located, is now or shall hereafter become a public street or highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining land owners, is hereby given to the grantee and to its successors and assigns, to use that portion for the purposes and in the manner above described.

TO HAVE AND TO HOLD the said granted and bargained easement, privilege and right of way and its appurtenances to the said grantee and to its successors and assigns forever, to its and their own proper use and behoof,

IN WITNESS WHEREOF, the undersigned has hereunto set or caused to be set his hand and seal this 9th day of September 1963.

In the presence of:

s/ John Thoma, Jr.  
John Thoma, Jr. Witness

s/ T.W. Dean (L.S.)  
T.W. Dean Owner

s/ John G. Kempf  
John G. Kempf Witness

STATE OF CONNECTICUT }  
COUNTY OF WINDHAM } SS: Canterbury, Sept. 9 1963.

Personally appeared before me T.W. Dean siter and sealer of the foregoing instrument and acknowledged the same to be his free act and deed.

s/ John G. Kempf  
John G. Kempf Notary Public  
(Seal Affixed)

"Consideration Less Than One Hundred Dollars"

Received for record September 19, 1963 at 9:00 A.M. and recorded by me,

*Jeanette D. White*, Town Clerk

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Being the land conveyed by Thomas J. and Anna J. Brown to the Aspinook Company by deed dated June 1, 1894, Book 30, page 80 and the tract is subject to rights and reservations mentioned in said deed.

The said real estate is a portion of the real estate conveyed by deed from Albert A. List Foundation Inc. et al to Griswold Corporation, dated January 15, 1960, and a deed from Griswold Corporation to Quinebaug Realty Inc. dated December 7, 1962, both said deeds being recorded in said Canterbury land records, said tracts bearing the same numbers as in said deeds.

RECEIVED FOR RECORD ON October 22nd, 1965 at 7:51 P. M.

John J. Quinlan  
Town Clerk

VOL 49  
PG 336-338

DEED

KNOW ALL MEN BY THESE PRESENTS, That Builders Specialties Company, Inc., a corporation existing under the laws of the State of Connecticut and having an office in Jewett City in the Town of Griswold in said State (hereinafter called the "GRANTOR") for One (\$1.00) Dollar and other valuable consideration received to its full satisfaction from Yaworski, Inc., a Connecticut corporation of the Town of Canterbury (hereinafter called the GRANTEE) have remise, released and forever quitclaimed and do by these presents remise, release and forever quitclaim unto GRANTEE, its successors and assigns forever, all such right, title and interest as GRANTOR has or ought to have in and to the land with all buildings and improvements thereon described in Exhibit A attached hereto and made a part hereof, situated in the Town of Canterbury, Windham County, State of Connecticut, with all appurtenances, fixtures, water and flowage rights, easements, fences, railroad side tracks, utilities, and all other property upon said land, whether or not affixed thereto.

Said premises are conveyed and subject to all encumbrances referred to in said Exhibit A, easements of Connecticut Light & Power Company, all flowage rights, and all other encumbrances as of record appear.

TO HAVE AND TO HOLD, the same, with the appurtenances thereof unto it, the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument and caused its corporate seal to be affixed, all by its duly authorized officer, on October 21, 1965.

In the Presence of:

BUILDERS SPECIALTIES COMPANY, INC.  
(Seal affixed)

s/ Arthur J. Levy  
Arthur J. Levy

By: s/ Alexander Rumppler  
Alexander Rumppler, Treasurer

s/ Richard J. Dudkowski  
Richard J. Dudkowski

STATE OF RHODE ISLAND  
PROVIDENCE COUNTY

On this 21st day of October, 1965 before me personally appeared Alexander Rumppler, Treasurer of Builders Specialties Company, Inc., to me personally known, who being by me duly sworn did depose and say that he is the Treasurer of Builders Specialties Company, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Alexander Rumppler did acknowledge said instrument to be the free act and deed of said corporation and his own free act and deed as such Treasurer.

Given under my hand and notarial seal this 21st day of October, 1965.  
s/ Arthur J. Levy (Seal affixed)  
Notary Public

ARTHUR J. LEVY NOTARY PUBLIC  
State of Rhode Island  
Commission Expires June 30, 1966

EXHIBIT A

Fourth Tract - Situated in said Town of Canterbury

That tract of land described in the deed from Henry Baldwin to the Aspinook Company dated May 27, 1893, Book 30, page 56.

This land is located on the Easterly side of the Quinebaug River and the above mentioned deed gives the right to the Aspinook Company to maintain their dam at a certain level and conveys the land to the Company which would be flowed by maintaining the dam at that level.

Fifth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Southerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly 86 feet, more or less, to a Connecticut Highway marker; thence Northerly 10 feet to another highway merestone; thence Easterly about 661 feet to land

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formerly of Charles H. Barrows, these lines following along the Southerly side of said highway; thence South  $19^{\circ} 45'$  West about 346.7 feet to a white oak tree; thence deflecting  $2^{\circ} 32'$  to the left and running 448.6 feet to another white oak tree; thence  $6^{\circ}$  and  $56'$  to the left and running about 577  $1/2$  feet to a point formerly marked by an apple tree, this last line crossing the railroad right of way running from Willimantic to Providence, the last three lines abutting Easterly on said Railroad right of way and land of said Barrows; thence deflecting  $28^{\circ} 12'$  to the right and running 244 feet to a stone bound; thence continuing Southwesterly 162.1 feet to another stone bound on the Easterly edge of the shore of the Quinebaug River, thence Westerly to the center of the Quinebaug River, thence up said River about 18 rods, thence Northwesterly crossing said river to the West Bank; thence up said River Bank Northerly until it comes to the Southerly line of the before mentioned highway; thence Easterly across Quinebaug River and along the Southerly line of said highway to the point of beginning.

Being part of the premises which were conveyed to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, Book 30, page 50 and reference may also be had to the deed from Isaac P. Robinson to J. S. Gladding, June 5, 1831, Book 20, page 422.

The premises are subject to the Railroad right of way which crosses the herein conveyed tract.

The above described tract is located Southerly of Butts Bridge, so-called.

Sixth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly about 100 feet; thence Southerly at right angles 20 feet; thence Easterly about 122 feet; thence continuing Northeasterly about 129 feet; the last four lines following along the Northerly line of the above mentioned highway; thence running Northerly along the Easterly line of the highway leading to Packerville approximately 1350 feet to a stone bound; thence Westerly about 1650 feet to a stone bound on the East shore of the Quinebaug River, this line abutting Northerly on land formerly of J.J.A. Rathbun; thence Southerly along the Easterly shore of the Quinebaug River about 1419 feet; thence continuing Southerly along the Easterly shore about 280 feet to the point of beginning.

Being a part of the land deeded to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, and reference may be had to the deed from Lydia, Nancy and Eliza Phinney to Joseph S. Gladding, June 8, 1848, Book 24, page 384 and the deed from Dyer and Butts to J. S. Gladding, Feb. 6, 1827, Book 20, Page 20.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Seventh Tract - Situated in said Town of Canterbury

Beginning at a point on the Westerly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Westerly along the Northerly line of said highway about 85 feet; thence Southerly at right angles 10 feet along the highway; thence Westerly along the Northerly line of the said highway about 50 feet to land formerly of Charles H. Barrows; thence North  $34^{\circ} 10'$  East about 360 feet to land of Patrick; thence Southeasterly about 80 feet; thence Northeasterly on a line 33 feet Westerly from and parallel to the Westerly high water mark about 340 feet to land of Finn; thence Southeasterly abutting Northeasterly on said Finn land 33 feet, more or less, to the Westerly shore of the Quinebaug River; thence Southerly along the Westerly shore of the Quinebaug River about 640 feet to the point of beginning.

Being part of the land conveyed to the Aspinook Company by Charles C. Johnson, June 17, 1893, Book 30, page 50.

Reference to the above tract may also be had in the deed from John Francis to J. S. Gladding, February 11, 1826, Book 20, page 20 and the deed from Bliss to Gladding, January 23, 1826, Book 20, page 19.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

Eighth Tract - Situated in said Town of Canterbury

Beginning at an elm tree located on the Westerly side of the highway leading to Packerville and running thence North  $76^{\circ} 3/4^{\circ}$  West 721.8 feet to a stone bound; thence deflecting  $40^{\circ} 2'$  to the left and running 222.7 feet; thence deflecting  $4^{\circ}$  to the left and running 190.5 feet; thence  $86^{\circ} 29'$  to the left and running 212.4 feet; thence  $60^{\circ} 8'$  to the right and running 142 feet to a white oak tree near a brook; thence deflecting  $71^{\circ} 44'$  to the right and running 324.8 feet to an oak stump; thence  $32^{\circ} 17'$  to the right and running 67.4 feet; thence  $71^{\circ} 41'$  to the left and running 116.6 feet; thence deflecting  $28^{\circ}$  to the right and running 107.3 feet; thence  $7^{\circ} 15'$  to the right and running 101.5 feet; thence  $3^{\circ} 58'$  to the right and running 72.3 feet; thence  $8^{\circ}$  to the right and running 73.1 feet; thence Northerly to the Easterly Shore of the Quinebaug River, the last thirteen lines abutting Southerly, Easterly and Westerly on land formerly of the Estate of Thomas Brown; thence in a generally Northerly direction along the Easterly shore of the Quinebaug River to land formerly of Henry Truesdell; thence Southeasterly 228.3 feet; thence deflecting  $2^{\circ} 34'$  to the right and running 182 feet; thence  $2^{\circ} 13'$  to the right

and running 173.3 feet to a stone bound on the Westerly side of the highway leading to Packerville, the last three lines abutting Northerly on said Truesdell land; thence Southerly along the Westerly line of said highway 231 feet to the point of beginning.

Being the land conveyed by Thomas J. and Anna J. Brown to the Aspinoak Company by deed dated June 1, 1894, Book 30, page 80 and the tract is subject to rights and reservations mentioned in said deed.

The said real estate is a portion of the real estate conveyed by deed from Albert A. List Foundation Inc. et al to Griswold Corporation, dated January 15, 1960, and a deed from Griswold Corporation to Quinebaug Realty Inc. dated December 7, 1962, both said deeds being recorded in said Canterbury land records, said tracts bearing the same numbers as in said deeds.

RECEIVED FOR RECORD ON October 22nd, 1965 at 7:52 P.M.

*[Signature]*  
Treas Clerk

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE JEWETT CITY TRUST COMPANY, a corporation organized and existing under the laws of the State of Connecticut, located and doing business in Jewett City, in the Town of Griswold, County of New London and State of Connecticut, acting herein by Chester L. Dudkowski, its President, hereunto duly empowered and authorized, does hereby release and discharge a certain mortgage from Joseph Walsh and Gilberte Walsh to THE JEWETT CITY TRUST COMPANY dated October 1, 1954 and recorded in the Land Records of the Town of Canterbury County of New London and State of Connecticut, in Vol. 45 at page 86.

IN WITNESS WHEREOF the said THE JEWETT CITY TRUST COMPANY has caused these presents to be executed and its seal hereunto affixed by Chester L. Dudkowski its President, Treasurer, this 29th day of Sept. A.D. 1965.

Signed, sealed and delivered  
in the presence of

s/Svea J. Boucher  
s/Grace J. Burda

THE JEWETT CITY TRUST COMPANY L.S.  
by (Seal affixed)  
s/Chester L. Dudkowski  
Chester L. Dudkowski  
Its President

STATE OF CONNECTICUT }  
COUNTY OF New London } SS.

On this 29th day of September, 1965, before me Grace J. Burda, the undersigned officer, appeared Chester L. Dudkowski, who acknowledged himself to be the President of the THE JEWETT CITY TRUST COMPANY, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

s/ Grace J. Burda  
Notary Public - (Seal affixed)

RECEIVED FOR RECORD ON October 23rd, 1965 at 10:27 A.M.

*[Signature]*  
Treas Clerk

WARRANTY DEED - SURVIVORSHIP

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That We, JOSEPH C. GALLANT and ARLENE K. GALLANT, husband and wife, of the Town of Canterbury, County of Windham and State of Connecticut, for the consideration of One Dollar and other valuable considerations received to our full satisfaction of ROBERT J. SCHLACK and GLORIA E. SCHLACK, husband and wife, of said Town of Canterbury, do give, grant, bargain, sell and confirm unto the said ROBERT J. SCHLACK and GLORIA E. SCHLACK and unto the survivor of them, and unto such survivor's heirs and assigns forever

A tract of land, with the buildings thereon, situated in the Westerly part of said Town of Canterbury, on the Westerly side of Water Street Road, so-called, described as follows:

Beginning at a point on said Water Street Road at an iron stake set in the ground at land now or formerly of George and Irene Miller, and running thence

M 62/123

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T 1225—Connecticut Quit-Claim Deed—(Short Form)  
New Ind. and Corp. Acknowledgments

VOL. 104

JULIUS BLUMBERG, INC.  
PUBLISHER, NYC 10012

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That YAWORSKI, INC. a Connecticut Corporation of the Town of Canterbury, County of Windham, State of Connecticut, hereinafter referred to as RELEASOR.

for the consideration of ONE DOLLAR (\$1.00) and other valuable considerations

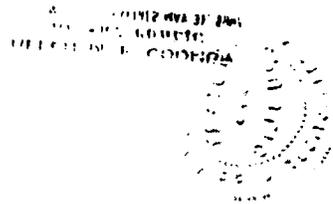
received to its full satisfaction of ASPINOOK, LLC having its address at 135 Packer Road, Canterbury, Connecticut

do remise, release, and forever QUIT-CLAIM unto the said ASPINOOK, LLC

heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to as described in Schedule A

"\$ 44<sup>00</sup> Conveyance Tax received

Marilyn E. Burris  
Town Clerk of Canterbury"



Released VOL 178 Pg 144  
4600724

To Have and to Hold the premises, with all the appurtenances, unto the said Releasee heirs and assigns forever, so that neither the Releasor nor heirs nor any other person under or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom and they are by these presents forever barred and excluded.

In Witness Whereof, he has hereunto set his hand and seal or has caused these presents to be executed by its and its corporate seal to be hereunto affixed this 29th day of August 19 96.

Signed, Sealed and Delivered in presence of

*Helen M.F. Coombs*  
HELEN M.F. COOMBS

*Eugene Singer*  
EUGENE SINGER

*Denis Yaworski* (L.S.)  
DENIS YAWORSKI (L.S.)

STATE OF CONNECTICUT, COUNTY OF

AS:

On this 29th day of August 19 96, before me, Helen M.F. Coombs the undersigned officer, personally appeared Denis Yaworski, President

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

*Helen M.F. Coombs*  
Notary Public  
Title of Officer

STATE TAX REVENUE  
200<sup>00</sup> AMT. RECEIVED  
*Marilyn E. Burris*  
TOWN CLERK

HELEN M. F. COOMBS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 1997

M62/12B

STATE OF CONNECTICUT  
COUNTY OF

} ss.:

On this the 29th day of August 1996, before me,  
DENIS YAWORSKI the undersigned officer, personally appeared  
of YAWORSKI, INC. who acknowledged himself to be the PRESIDENT  
, a corporation, and that he, as such  
, being authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation by himself as PRESIDENT  
In witness whereof I hereunto set my hand.

*Helen M. F. Coombs*  
Notary

(Use of Office)  
HELEN M. F. COOMBS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 1997

M 12 / 12 B

EXHIBIT A

Fourth Tract - Situated in said Town of Canterbury

That tract of land described in the deed from Henry Baldwin to the Aspinook Company dated May 27, 1893, Book 30, page 56.

This land is located on the Easterly side of the Quinebaug River and the above mentioned deed gives the right to the Aspinook Company to maintain their dam at a certain level and conveys the land to the Company which would be flowed by maintaining the dam at that level.

Fifth Tract - Situated in said Town of Canterbury

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Rd.

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Southerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly 86 feet, more or less, to a Connecticut Highway marker; thence Northerly 10 feet to another highway merestone; thence Easterly about 661 feet to land formerly of Charles H. Barrows, these lines following along the Southerly side of said highway; thence South 19° 45' West about 346.7 feet to a white oak tree; thence deflecting 2° 32' to the left and running 448.6 feet to another white oak tree; thence 6° and 56' to the left and running about 577 1/2 feet to a point formerly marked by an apple tree, this last line crossing the railroad right of way running from Willimantic to Providence, the last three lines abutting Easterly on said Railroad right of way and land of said Barrows; thence deflecting 28° 12' to the right and running 244 feet to a stone bound; thence continuing Southwesterly 162.1 feet to another stone bound on the Easterly edge of the shore of the Quinebaug River, thence Westerly to the center of the Quinebaug River, thence up said River about 18 rods, thence Northwesterly crossing said river to the West Bank; thence up said River Bank Northerly until it comes to the Southerly line of the before mentioned highway; thence Easterly across Quinebaug River and along the Southerly line of said highway to the point of beginning.

Being part of the premises which were conveyed to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, Book 30, page 50 and reference may also be had to the deed from Isaac P. Robinson to J.S. Gladding, June 5, 1831, Book 20, page 422.

The premises are subject to the Railroad right of way which crosses the herein conveyed tract.

The above described tract is located Southerly of Butts Bridge, so-called.

M 12 / 12 B

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Sixth Tract - Situated in said Town of Canterbury

Beginning at a point on the Easterly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Easterly about 100 feet; thence Southerly at right angles 20 feet; thence Easterly about 1322 feet; thence continuing Northeasterly about 129 feet; the last four lines following along the Northerly line of the above mentioned highway; thence running Northerly along the Westerly line of the highway leading to Packerville approximately 1350 feet to a stone bound; thence Westerly about 1650 feet to a stone bound on the East shore of the Quinebaug River, this line abutting Northerly on land formerly of J. Q. A Rathbun; thence Southerly along the Easterly shore of the Quinebaug River about 1419 feet; thence continuing Southerly along the Easterly shore about 280 feet to the point of beginning.

Being a part of the land deeded to the Aspinook Company by Charles C. Johnson by deed dated June 17, 1893, and reference may be had to the deed from Lydia, Nancy and Eliza Phinney to Joseph S. Gladding, June 8, 1848, Book 24, page 384 and the deed from Dyer and Butts to J. S. Gladding, Feb. 6, 1827, Book 20, Page 20.

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

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Seventh Tract - Situated in said Town of Canterbury

Beginning at a point on the Westerly shore of the Quinebaug River at its intersection with the Northerly line of the highway leading from Jewett City to Baltic as laid out by the Connecticut Highway Department in 1937 and running thence Westerly along the Northerly line of said highway about 85 feet; thence Southerly at right angles 10 feet along the highway; thence Westerly along the Northerly line of the said highway about 50 feet to land formerly of Charles H. Barrows; thence North  $34^{\circ} 10'$  East about 360 feet to land of Patrick; thence Southeasterly about 80 feet; thence Northeasterly on a line 33 feet Westerly from and parallel to the Westerly high water mark about 340 feet to land of Finn; thence Southeasterly abutting Northeasterly on said Finn land 33 feet, more or less, to the Westerly shore of the Quinebaug River; thence Southerly along the Westerly shore of the Quinebaug River about 640 feet to the point of beginning.

Being part of the land conveyed to the Aspinook Company by Charles C. Johnson, June 17, 1893, Book 30, page 50.

Reference to the above tract may also be had in the deed from John Francis to J. S. Gladding, February 11, 1826, Book 20, page 20 and the deed from Bliss to Gladding, January 23, 1826, Book 20, page 19.

M42 (12 B)

The premises are subject to whatever rights the public or others may have in a discontinued highway leading to the old Butts Bridge now replaced by a new one.

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Eighth Tract - Situated in said Town of Canterbury

Beginning at an elm tree located on the Westerly side of the highway leading to Packerville and running thence North  $76 \frac{3}{4}^{\circ}$  West 721.8 feet to a stone bound; thence deflecting  $40^{\circ} 2'$  to the left and running 222.7 feet; thence deflecting  $4^{\circ}$  to the left and running 190.5 feet; thence  $86^{\circ} 29'$  to the left and running 212.4 feet; thence  $60^{\circ} 8'$  to the right and running 142 feet to a white oak tree near a brook; thence deflecting  $71^{\circ} 44'$  to the right and running 324.8 feet to an oak stump; thence  $32^{\circ} 17'$  to the right and running 67.4 feet; thence  $71^{\circ} 41'$  to the left and running 116.6 feet; thence deflecting  $28^{\circ}$  to the right and running 107.3 feet; thence  $7^{\circ} 15'$  to the right and running 101.5 feet; thence  $3^{\circ} 58'$  to the right and running 72.3 feet; thence  $8^{\circ}$  to the right and running 38.1 feet; thence Northerly to the Easterly Shore of the Quinebaug River, the last thirteen lines abutting Southerly, Easterly and Westerly on land formerly of the Estate of Thomas Brown; thence in a generally Northerly direction along the Easterly shore of the Quinebaug River to land formerly of Henry Truesdell; thence Southeasterly 228.8 feet; thence deflecting  $2^{\circ} 34'$  to the right and running 182 feet; thence  $2^{\circ} 13'$  to the right and running 173.3 feet to a stone bound on the Westerly side of the highway leading to Packerville, the last three lines abutting Northerly on said Truesdell land; thence Southerly along the Westerly line of said highway 231 feet to the point of beginning.

Being the land conveyed by Thomas J. and Anna J. Brown to the Aspinook Company by deed dated June 1, 1894, Book 30, page 80 and the tract is subject to rights and reservations mentioned in said deed.

The said real estate is a portion of the real estate conveyed by deed from Albert A. List Foundation Inc. et al to Griswold Corporation, dated January 15, 1960, and a deed from Griswold Corporation to Quinebaug Realty Inc. dated December 7, 1962, both said deeds being recorded in said Canterbury land records, said tracts bearing the same numbers as in said deeds.

RECEIVED FOR RECORD  
THIS 29<sup>th</sup> DAY OF Aug. 1976 AT 4:51 PM  
Marilyn E. Burris

M62/12B

Warranty Deed

**TO ALL MEN TO WHOM THESE PRESENTS SHALL COME,  
GREETING:**

**KNOW YE, THAT ASPINOOK LLC**, a Connecticut limited liability company with offices in the Town of Canterbury, County of Windham and State of Connecticut (hereinafter referred to as "Grantor") for the consideration of **TEN THOUSAND (\$10,000.00) DOLLARS** received to its full satisfaction of **MAN-BURCH, LLC**, a Connecticut limited liability company with offices in the Town of Norwich, County of New London and State of Connecticut, (Mailing Address: 67 Sherwood Lane, Norwich, CT 06360) (hereinafter referred to as "Grantee") does hereby grant, bargain, sell and confirm unto the said Grantee that certain tract of land situated in the Town of Canterbury known and designated as Lot #12B, Packer Road, more particularly described on Schedule A attached hereto and made a part hereof by reference.

Said premises are subject to any and all provisions of any ordinance, governmental act or regulation, public or private law, including, but not limited to planning and zoning regulations, building regulations and inland and tidal wetland laws.

As part of the consideration Grantee herein assumes and agrees to pay the real estate taxes due the Town of Canterbury on the list of October 1, 2005 and thereafter.

**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto if the said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

**AND ALSO**, the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the executing of these presents it is well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

**AND FURTHERMORE**, the said Grantor does by these presents bind itself and its successors and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to if the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

**BROWN JACOBSON P.C.**

ATTORNEYS AT LAW  
10 COURTHOUSE SQUARE P.O. BOX 207 NORWICH, CONNECTICUT 06250-0207  
PHONE 860.871.4000 FAX 860.871.4001

162/12B

Recording Date **TL 178 PHE016**

**IN WITNESS WHEREOF**, Aspinook LLC has hereunto set its hand and seal this 14th day of March in the year of our Lord two thousand six.

**Conveyance Tax Received**

**Signed, Sealed and Delivered**  
in presence of

Town: 35, CT State: SD, CT

Nathalie Ruth Cordes  
Act. Town Clerk

ASPINOOK LLC  
Open Space penalty \$136<sup>00</sup>

[Signature]  
Dennis W. Ervite

[Signature]  
Dennis Yaworski, Member

[Signature]  
Karl-Erik Sternlof

**STATE OF CONNECTICUT**

ss. Norwich March 14, 2006

County of New London

Personally Appeared **DENIS YAWORSKI** a Member, duly authorized, of **ASPINOOK LLC**. Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of Aspinook LLC, before me.

[Signature]  
Karl-Erik Sternlof  
Commissioner of the Superior Court

**BROWN JACOBSON P.C.**

417066

ATTORNEYS AT LAW  
200 WEST MAIN STREET, SUITE 200, NORWICH, CONNECTICUT 06250-2000  
PHONE: 860.841.1111 FAX: 860.841.1112

M 62 / 12 B

SCHEDULE A

Beginning at an elm tree located on the Westerly side of the highway leading to Packerville and running thence North  $76 \frac{3}{4}^{\circ}$  West 721.8 feet to a stone bound; thence deflecting  $40^{\circ} 2'$  to the left and running 222.7 feet; thence deflecting  $4^{\circ}$  to the left and running 190.5 feet; thence  $86^{\circ} 29'$  to the left and running 212.4 feet; thence  $60^{\circ} 8'$  to the right and running 142 feet to a white oak tree near a brook; thence deflecting  $71^{\circ} 44'$  to the right and running 324.8 feet to an oak stump; thence  $32^{\circ} 17'$  to the right and running 67.4 feet; thence  $71^{\circ} 41'$  to the left and running 116.6 feet; thence deflecting  $28^{\circ}$  to the right and running 107.3 feet; thence  $7^{\circ} 15'$  to the right and running 101.5 feet; thence  $3^{\circ} 58'$  to the right and running 72.3 feet; thence  $8^{\circ}$  to the right and running 38.1 feet; thence Northerly to the Easterly Shore of the Quinebaug River, the last thirteen lines abutting Southerly, Easterly and Westerly on land formerly of the Estate of Thomas Brown; thence in a generally Northerly direction along the Easterly shore of the Quinebaug River to land formerly of Henry Truesdell; thence Southeasterly 228.8 feet; thence deflecting  $2^{\circ} 34'$  to the right and running 182 feet; thence  $2^{\circ} 13'$  to the right and running 173.3 feet to a stone bound on the Westerly side of the highway leading to Packerville, the last three lines abutting Northerly on said Truesdell land; thence Southerly along the Westerly line of said highway 231 feet to the point of beginning.

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RECEIVED FOR RECORD  
 THIS 20<sup>th</sup> DAY OF Mar 20 10:36 AM AT  
 Patricia Palacio Spruance  
 TOWN CLERK OF CANTERBURY

20060348