

TITLE REVIEW

The project as proposed for development is based in the I-291 Corridor of South Windsor Connecticut and includes four parcels and several easements. This report was compiled to inform the potential buyer of any title issues such as: break in chain of title, open liens and easements. The various parcels are owned by the corresponding fee simple title holder detailed in the attached title searches. However, there are three conventional mortgages on 245 Chapel Road totaling \$1,275,000 and one private mortgage for \$400,000 encumbering 360 Ellington Road. These encumbrances would have to be removed prior to or by agreement on the date of closing.

Each property of interest has detail attached to support the title ownership and any attached mortgages, variances or easements of record. This title review was not an exhaustive review of title but rather a preliminary search to confirm ownership in the current owners of record and to locate all encumbrances on title, such as the mortgages listed above. The most important title issue that needs to be addressed is the incorrect property description recorded when the State of Connecticut conveyed this parcel to the Town of South Windsor. As further addressed in Section II, the grantee, now known as Connecticut Light and Power Company, was granted this easement on October 26, 1979 by the owner at that time but when the State of Connecticut granted the parcel known as 240 Ellington Road to the Town of South Windsor it did not include this easement area and as a result the State of Connecticut reserved the ownership rights to said easement. The State must grant this easement area over to the Town by virtue of either a corrective deed or an additional deed. Once this transfer has been recorded, the Town will be in a better negotiating position to ask Connecticut Light and Power Company to allow the new land owners access to the land under their power lines.

CT Studios
South Windsor Development
Land Acquisition Summary

Description		Acres	Total Price	Price Per Acre	Option Payment	Contract Status
<u>Primary Parcels</u>						
1	Owner: Town of South Windsor 240 Ellington Road South Windsor, CT	21.30	\$1,000	\$47	\$1,000	Contract under negotiation
2	Owner: A.L. Charbonneau & Assoc. 245 & RO11A Chapel Road South Windsor, CT	18.32	\$3,100,000	\$169,214	\$25,000	Term sheet executed
3	Owner: Robert D. Milke 360 Ellington Road South Windsor, CT	21.00	\$5,040,000	\$230,000	\$25,000	Contract under negotiation
Sub Total		60.62	\$8,141,000	\$134,296	\$51,000	
<u>Secondary Parcels</u>						
4	Owner: Isabella Higgins 359 Ellington road South Windsor, CT	24.95	\$3,505,000	\$140,000	\$25,000	\$25,000 for 2 year option
Sub Total		24.95	\$3,505,000	\$140,481	\$25,000	
Totals		85.57	\$11,646,000	\$136,099	\$76,000	

Summary Title Abstract

240 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Town of South Windsor dated 4/14/99 Volume 1074, Page 238 from State of Connecticut

and

Town of South Windsor dated 4/14/99 Volume 1074, Page 241 from State of Connecticut

LIENS ON TITLE:

\$0

245 CHAPEL ROAD

FEE SIMPLE TITLE IN:

Andre L. Charbonneau & Assoc. dated 10/19/89 Volume 570, Page 147 Veilleux Enterprises, Inc.

LIENS ON TITLE:

\$1,000,000 The Savings Bank of Rockville dated 10/05/95 Volume 860 Page 191 modified on 12/22/05 in Volume 1787, Page 100 to extend term to 2015.

\$175,000 National Enterprises Incorporated dated 10/05/95 Volume 860 Page 220.

\$100,000 The Savings Bank of Rockville dated 10/05/95 Volume 860 Page 224.

360 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Isabella P. Higgins dated 11/22/94 Volume 822, Page 111 from Robert D. Milkie

Isabella P. Higgins Date of Death (D.O.D) November 03, 2003

LIENS ON TITLE:

\$400,000 Private Mortgage dated 11/22/94 Volume 822 Page 111 assigned on 2/21/06 in Volume 1795, Page 120 from The Estate of Isabella P. Higgins to Bertram E. Higgins, Jr., Carol H. Dennis and Marjorie H. Milkie.

SECONDARY PARCEL(S)

359 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Bertram E. Higgins, Jr., Carol H. Dennis and Marjorie H. Milkie dated 1/13/98
Volume 984 Page 11 from Isabella P. Higgins (D.O.D. 11/3/03)

LIENS ON TITLE:

\$0

Title Abstract

240 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Town of South Windsor dated 4/14/99 Volume 1074, Page 238 from State of
Connecticut

and

Town of South Windsor dated 4/14/99 Volume 1074, Page 241 from State of
Connecticut

LIENS ON TITLE:

\$0



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Account #:	0009930	No image is currently available for this property
Location:	0240 ELLINGTON ROAD	
Sale Date:	11/14/99	
Sale Price:		
Assessment:	161780	
Deed Type:		
Vol / Page:	1074/238 - 1074/241/11/14/99	
Map:	13.26	
Exempt:		
Zone:	CD	
Total Acre:	13.80	St of CT to town of South Windsor
Census Tract:	4871	

Total Area:	
Bsmt Finish Area:	
Bsmt Semi Finish Area:	
Net Area:	

	Kit	DR	LR	BR	FR	Other	Total
Bsmt							
1st							
2nd							
3rd							
Total							

Bsmt Garage:					
Rooms:		State Desc.	Assessment	Unit	Acre
Bed Rooms:		VACANT RESIDENTIAL LAND	161780		13.80
Baths:					
Year Built:					
House Type:	X				
Occupancy:	VACANT LAND				
Heating Fuel:					
Heat Type:		OB. Construct	OB. Desc	Year	Sq. Ft.
A.C. %:					
Foundation:					
Siding:					
Roof Type:					
Roof Mat.:					
Fireplaces:					
Description:					

No graphic is available for this property.

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No mts

QUIT-CLAIM DEEDSTATUTORY FORM

KNOW YE, That the State of Connecticut, acting herein by Denise L. Nappier, Treasurer of the State of Connecticut, under authority granted by Section 18(c) of Special Act 97-20 of the General Assembly of the State of Connecticut, pursuant to the provisions of Section 18(a) of Special Act 97-20 of the General Assembly of the State of Connecticut, approved July 8, 1997, and with the approval of the State Properties Review Board of the State of Connecticut, for consideration paid (\$500.00), Grants to the Town of South Windsor, a municipal corporation, existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut, with **QUIT-CLAIM COVENANTS**,

That certain parcel of land, under the custody and control of the Commissioner of Transportation situated in the Town of South Windsor, County of Hartford and State of Connecticut easterly of John Fitch Boulevard - Route 5, containing 6.5 acres, more or less, bounded and described as follows:

- WESTERLY - by land now or formerly of Connecticut Southern Railroad, 363 feet, more or less, by a line designated "RAILROAD RIGHT OF WAY LINE & RELEASE LINE", as shown on the map hereinafter referred to;
- NORTHERLY - running to a point;
- EASTERLY - by land now or formerly of The South Windsor Realty Corporation, 306 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- NORTHEASTERLY - by said land now or formerly of The South Windsor Realty Corporation, 832 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- SOUTHEASTERLY - by land now or formerly of Clifford D. Higgins et al, 223 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- SOUTHERLY - by said land now or formerly of Clifford D. Higgins et al, 100 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- SOUTHEASTERLY - by said land now or formerly of Clifford D. Higgins et al, 148 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- SOUTHWESTERLY - by land of the State of Connecticut Department of Transportation, 670 feet, more or less, by a line designated "RELEASE LINE & EASEMENT LINE", as shown on said map.

For the State's source of title to the premises herein conveyed, reference is made to acquisitions by the State of Connecticut through Eminent Domain proceedings against Thomas Edward Nicholson, as evidenced by a Certificate of Condemnation recorded in Volume 112 at Page 609 of the South Windsor Land Records, and against The South Windsor Realty Corp. as evidenced by a Certificate of Condemnation recorded in Volume 116 at Page 19 of said Land Records.

CONVEYANCE TAX RECEIVED

1 of 3

STATE \$ _____ LOCAL \$ _____ No. *X*
Deborah F. Dickford
 TOWN CLERK OF SOUTH WINDSOR

Town of South Windsor
132-70-27B

The above-described premises are conveyed subject to such rights and easements as may appear of record and to any state of facts which an inspection of the premises may show.

The above-described premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

The parties hereto understand and agree in accordance with Section 18(b) of Special Act 97-20, that the above-described premises are conveyed with the special limitation that the Town of South Windsor shall use said parcel of land for open space or storm water management and infrastructure improvement purposes, or may sell all or any portion of said parcels of land to a purchaser who shall use such land for economic development purposes. Any such sale shall be made at a cost equal to the fair market value of the land as determined by the average of the appraisals of two independent appraisers who shall be selected by the Commissioner of Transportation. Such cost shall be subject to the approval of such Commissioner, said town and the purchaser. All moneys received by the Town of South Windsor from any such sale shall be paid promptly to the State Treasurer and deposited in the Special Transportation Fund. If, in the case of the above-described parcel, the Town of South Windsor does not use said parcel for said purposes, does not retain ownership of all of said parcel, or leases all or any portion of said parcel, the parcel shall revert to the State of Connecticut and this deed shall become null and void.

For a more particular description of the above-described premises, reference is made to a map to be filed in the South Windsor Town Clerk's Office, entitled: "TOWN OF SOUTH WINDSOR MAP SHOWING LAND RELEASED TO TOWN OF SOUTH WINDSOR BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION JOHN FITCH BOULEVARD - ROUTE 5 SCALE 1" = 40' FEB. 1997 JAMES F. BYRNES JR., P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 132, PROJ. NO. 70, SERIAL NO. 27B, SHEET 1 OF 1.

Signed this 28th day of January, A.D. 1999.

Witnessed by:

Nanette Scudiero

State of Connecticut

Castellon

By: Denise L. Nappier (L.S.)
Denise L. Nappier
Treasurer
Duly Authorized

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: Hartford

The foregoing Instrument was acknowledged before me this 28th day of January, A.D. 1999, by Denise L. Nappier, Treasurer of the State of Connecticut.

My Commission Expires

Castellon
Notary Public
Commissioner of the Superior Court

QUIT-CLAIM DEEDSTATUTORY FORM

KNOW YE, That the State of Connecticut, acting herein by Denise L. Nappier, Treasurer of the State of Connecticut, under authority granted by Section 18(c) of Special Act 97-20 of the General Assembly of the State of Connecticut, pursuant to the provisions of Section 18(a) of Special Act 97-20 of the General Assembly of the State of Connecticut, approved July 3, 1997, and with the approval of the State Properties Review Board of the State of Connecticut, for consideration paid (\$500.00), Grants to the Town of South Windsor, a municipal corporation, existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut, with **QUIT-CLAIM COVENANTS**,

That certain parcel of land, under the custody and control of the Commissioner of Transportation situated in the Town of South Windsor, County of Hartford and State of Connecticut: easterly of John Fitch Boulevard - U.S. Route 5, containing 14.8 acres, more or less, bounded and described as follows:

- WESTERLY - by land now or formerly of Connecticut Southern Railroad, a total distance of 789 feet, more or less, by a line designated "RAILROAD RIGHT OF WAY LINE & RELEASE LINE", as shown on the map hereinafter referred to;
- NORTHERLY and WESTERLY again
- NORTHERLY - by land now or formerly of the State of Connecticut, Department of Transportation, 705 feet, more or less, by a line designated "RIGHT OF WAY LINE & RELEASE LINE", as shown on said map;
- NORTHEASTERLY - by land now or formerly of Clifford D. Higgins et al, 988 feet, more or less, by a line designated "PROPERTY LINE & RELEASE LINE", as shown on said map;
- SOUTHERLY - by Ellington Road (Route 30), 307 feet, more or less, by a line designated "HIGHWAY LINE & RELEASE LINE", as shown on said map;
- SOUTHWESTERLY - by Interstate 291 (Westbound) Ramp "C", 840 feet, more or less, by a line designated "PROPOSED NON-ACCESS HIGHWAY LINE & RELEASE LINE", as shown on said map.

For the State's source of title to the premises herein conveyed, reference is made to acquisitions by the State of Connecticut from Robert L. Murtagh as contained in a Quit-Claim Deed recorded in Volume 103 at Page 587 of the South Windsor Land Records; and through Eminent Domain proceedings against Thomas Edward Nicholson as evidenced by a Certificate of Condemnation and recorded in Volume 112 at Page 609 of said Land Records; and against Clifford D. Higgins et al as evidenced by an Amended Certificate of Condemnation and recorded in Volume 113 at Page 258 of said Land Records; and against Morgan J. Bradley as evidenced by a Certificate of Condemnation and recorded in Volume 105 at Page 335 of said Land Records.

The above-described premises are conveyed subject to such rights and easements as may appear of record and to any state of facts which an inspection of the premises may show.

The above-described premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

CONVEYANCE TAX RECEIVED

STATE \$ _____ LOCAL \$ _____ No. X

Deitcher E. Dickford

TOWN CLERK OF SOUTH WINDSOR

Town of South Windsor
132-70-27C

This conveyance is made with the approval of the undersigned in conformity with Section 18(a) of Special Act 97-20 of the General Assembly of the State of Connecticut, dated July 8, 1997.

State Properties Review Board

By

Rowland Baltek 3/16/99
(Date)

ROWLAND BALLEK
CHAIRMAN

APPROVED AS TO FORM:

William B. Baltek

132-70-27C Attorney General

Date:

3/12/99

RECEIVED FOR RECORD APR 14 1999

AT 2:50 P.M.

RECORDED IN SOUTH WINDSOR

LAND RECORDS VOL. 1074 PAGE 241
BY *Heather G. B...*

TOWN CLERK

Title Abstract

245 CHAPEL ROAD

FEE SIMPLE TITLE IN:

Andre L. Charbonneau & Assoc. dated 10/19/89 Volume 570, Page 147 Veilleux Enterprises, Inc.

LIENS ON TITLE:

\$1,000,000 The Savings Bank of Rockville dated 10/05/95 Volume 860 Page 191
modified on 12/22/05 in Volume 1787, Page 100 to extend term to 2015.

\$175,000 National Enterprises Incorporated dated 10/05/95 Volume 860 Page 220.

\$100,000 The Savings Bank of Rockville dated 10/05/95 Volume 860 Page 224.



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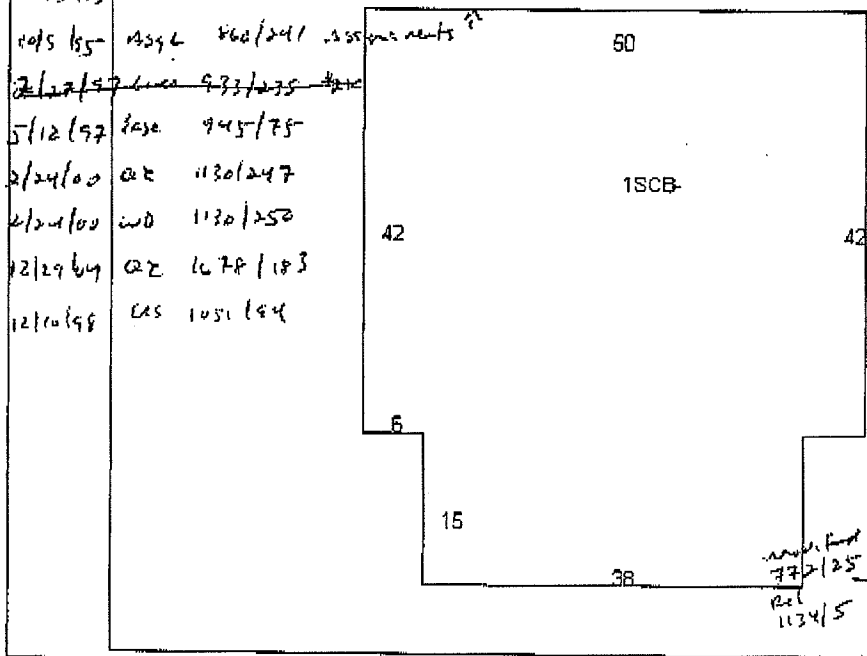
Chapelle, NC

Account #:	0001437	No image is currently available for this property Veilleux Enterprises, Inc to Andre L. Charbonneau & Assoc.
Location:	0245 CHAPEL ROAD 3 Acres	
Sale Date:	10/19/89	
Sale Price:	1100000	
Assessment:	633210	
Deed Type:		
Vol / Page:	570 147 1019189	
Map:	13 1	
Exempt:		
Zone:	CD	
Total Acres:	17.60	
Census Tract:	4875	
		G.L.A.: 2670
		Bsmt Finish Area:
		Mezz Finish Area:
		Sprinkler % / Desc:
Year Built:	1948	Effective Age: 42
Remodel Year:		Economic Life: 40
Occupancy:	WAREHOUSE	A.C. %:
Furnace:		Heating Type:
Exterior Siding:	CONC. BLOCK	Roof Type: FLAT
Comments:		

1265
10/5/95
10/5/95
10/5/95
10/5/95

10/5/95 mts 860/191 (\$1,000,000 The Savings Bank of Asheville) 1265 SF 3rd floor 1787/1100
10/5/95 mts 860/226 (\$1,000,000 The Savings Bank of Asheville) 1265 SF 3rd floor 1787/1100
10/5/95 mts 860/220 (\$1,000,000 The Savings Bank of Asheville) 1265 SF 3rd floor 1787/1100
10/5/95 mts 860/224 (\$1,000,000 The Savings Bank of Asheville) 1265 SF 3rd floor 1787/1100

external
to 20.5



2/22/89 551/362 mts
7/20/89 523/403 mts
10/2/89 570/274 mts
10/2/89 570/205 mts
CC 12/11/89 574/170 mts
7/26/89
CC 10/20/89 570/276 mts
6/10/89 577/109 mts
CC 7/19/90 575/428 mts
7/20/90 570/271 mts
7/20/90 570/203 mts

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CC 8/16/91 QC 786/229 QC

5/5/94 770/149 mts
11/15/94 521/134 mts
5/5/95 570/272 mts
7/20/95 570/203 mts
12/9/2008 862/141

WARRANTEE DEED

114



Cleveland Local Bank Service, Inc.
1794 Elm Hill Ave. Bloomfield, CT
(203) 245-2454 1-800-331-1479

To all People to whom these Presents shall come, Greeting: 005 110

KNOW YE THAT VEILLEUX ENTERPRISES, INC., a Connecticut corporation with its principal place of business in the Town of West Hartford, County of Hartford and State of Connecticut

for the consideration of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00)

received to its full satisfaction of ANDRE L. CHARBONNEAU & ASSOCIATES, a Connecticut General Partnership with its principal place of business in the Town of South Windsor, County of Hartford and State of Connecticut

do as give, grant, bargain, sell and confirm unto the said ANDRE L. CHARBONNEAU & ASSOCIATES, its successors and assigns forever

three parcels of land located southerly of Chapel Road in the Town of South Windsor as more particularly described on Exhibit A attached hereto and made a part hereof.

CONVEYANCE TAX RECEIVED

STATE \$550.00 LOCAL \$120.00
Marilyn W. Bueger
TOWN CLERK OF SOUTH WINDSOR

EXHIBIT A

First Parcel:

BEGINNING at a point on the northwest corner of the land now or formerly of Ellen M. Reardon; THENCE running in a generally westerly direction by and along the southerly line of Ezekiel Road, a distance of 25 feet, more or less to a point, which point is the northeast corner of land now or formerly of Howard M. Kenneson; THENCE in a generally southerly direction along the easterly boundary line of the land of the said Howard M. Kenneson, a distance of 200 feet, more or less; THENCE in a generally westerly direction along the southerly boundary of the land now or formerly of the said Howard M. Kenneson, a distance of 200 feet, more or less; THENCE in a generally northerly direction, a distance of 200 feet, more or less, along the westerly boundary of the land of the said Howard M. Kenneson to the said Ezekiel Road; THENCE in a generally westerly direction along the southerly side of the said Ezekiel Road to the land of the New York, New Haven and Hartford Railroad Company; THENCE in a generally southerly direction along land of the said New York, New Haven and Hartford Railroad Company a distance of 1180.92 feet more or less, to a point, which point is the northwest corner of land now or formerly of Theodore H. and Susan F. Elmer; THENCE in a generally easterly direction along land of the said Theodore H. and Susan F. Elmer, a distance of 50.08 feet, more or less, to a point; THENCE in a generally northerly direction along land now or formerly of W. J. Kiniry, a distance of 300 feet, more or less, to a point; THENCE along the northerly boundary of the land now or formerly of W. J. Kiniry, a distance of 65 feet, more or less, to a point; THENCE in a generally northeasterly direction a distance of 287.50 feet, more or less, along land now or formerly of John E. Lathrop to a point; THENCE in a generally northerly direction along the westerly boundary of land of the said John E. Lathrop, Charles J. and John F. Riordan, Emma L. Miner and Ellen M. Reardon, partly on each, a distance of 890.76 feet, more or less to the point or place of beginning.

Being the same land conveyed to Abraham J. Bronstein by Warrantee Deed dated March 6, 1954 and recorded in the Land Records of the Town of South Windsor in Volume 48, Page 69.

Subject to any and all provisions of any ordinance, municipal regulation, or public or private law and such restrictions as of record appear.

Second Parcel:

A certain piece or parcel of land located in said Town of South Windsor, being more particularly bounded and described as follows, to wit:

Commencing at a merestone on the North property line of C.D. & B.E. Higgins, eleven hundred thirty (1130) feet northwest of Ellington Road as measured along the said North property line; thence continuing northwest along the said North property line, at a bearing of N 152° 10' W a distance of eight hundred (800) feet to a point; thence running southerly at a bearing of S 29° 20' W a distance of four hundred fifty (450) feet to a point; thence running westerly at a bearing of N 85° 40' W a distance of two hundred eighty seven and five tenths (287.5) feet to a point; thence running southeasterly at a bearing of S 52° 04' E a distance of eight hundred sixteen (816) feet to a merestone; thence running northeasterly at a bearing of N 52° 26' E a distance of six hundred twenty-eight and fifty five one hundredths (628.55) feet to the point of beginning.

Bounded NORTH by land now or formerly of C.J. & C.F. Riordan; EAST by other land of the Grantor; SOUTH by land now or formerly of W.J. Kiniry; WEST by land now or formerly of the New York, New Haven & Hartford Railroad Company.

Being the same land conveyed to Abraham J. Bronstein by Warrantee Deed dated November 4, 1953 and recorded in the Land Records of the Town of South Windsor in Volume 48, Page 65.

Third Parcel

a certain piece or parcel of land, situated in the Town of South Windsor, County of Hartford and State of Connecticut on the southerly side of Chapel Road and shown on a certain map entitled "PROPERTY OF DOUGLAS J. KING TO BE CONVEYED TO RENE VEILLEUX Chapel Road South Windsor, Connecticut 06074 Palmberg & Russo Land Surveyors & Professional Engineers 15 Barber Pond Road Bloomfield, Connecticut 242-2775 BY JL SCALF 1" = 40' DATE 11-20-87 Sheet No. 1 of 1 CHECKED WP NO. 86172" which map is on file in the Town Clerk's Office in said Town of South Windsor and being more particularly bounded and described as follows:

Commencing at a point in the generally southerly line of Chapel Road which said point marks the northeasterly corner of the above described premises and which said point is located in the boundary line of land now or formerly of Frederick W. and Audrey Young;

thence S. 35° 46' 56" W., a distance of Five Hundred Twenty-four and 090/100ths (524.09) feet to a point;

thence turning N. 54° 13' 04" W., a distance of Sixty and 00/100ths (60.00) feet to a point;

thence turning N. 35° 46' 56" E., a distance of Five Hundred Twenty-three and 27/100ths (523.27) feet to a point in the southerly line of Chapel Road;

thence running along the southerly line of Chapel Road, S. 54° 59' 59" E., a distance of Sixty and 00/100ths (60.00) feet to the point and place of beginning.

SAVE AND EXCEPT FROM THE ABOVE THREE PARCELS:

those three certain parcels of land, situated in the Town of South Windsor, County of Hartford and State of Connecticut, on the southerly side of Present Chapel Road, containing a total of 0.042 of an acre, more or less, bounded and described as follows:

Parcel No. 1, containing 0.026 of an acre, more or less:

NORTHERLY - by present Chapel Road, 166 feet, more or less;

EASTERLY - by land now or formerly of Joseph Saczawa et al, 7 feet, more or less;

SOUTHERLY - by remaining land of Rene Veilleux, 165 feet, more or less, by a line designated "Taking Line," as shown on the map hereinafter referred to;

WESTERLY - by land now or formerly of Conrail, 7 feet, more or less.

Parcel No. 2, containing 0.007 of an acre, more or less:

NORTHERLY - by Present Chapel Road, 30 feet, more or less;

EASTERLY - by land now or formerly of F & D Realty Co., 11 feet, more or less;

SOUTHERLY - by remaining land of Rene Veilleux, 30 feet, more or less, by a line designated "Taking Line," as shown on said map;

WESTERLY - by land now or formerly of Joseph Saczawa et al, 9 feet, more or less.

Parcel No. 3, containing 0.009 of an acre, more or less:

NORTHEASTERLY - by Present Chapel Road, 60 feet, more or less;

SOUTHEASTERLY - by land now or formerly of Frederick W. Young et al, 5 feet, more or less;

SOUTHWESTERLY - by remaining land of Rene Veilleux, 61 feet, more or less, by a line designated "Taking Line," as shown on said map;

NORTHWESTERLY - by land now or formerly of P & D Realty Co., 8 feet, more or less.

Said First Parcel and Second Parcel being the same premises conveyed to Rene Veilleux by deed of Beaudry Development Group, Inc. dated August 21, 1986 and recorded in Volume 447, Page 182 of the South Windsor Land Records.

Said Third Parcel being the same premises conveyed to Rene Veilleux by deed of Douglas J. King dated January 17, 1988 and recorded in Volume , Page of the South Windsor Land Records.

Said three parcels conveyed to the State of Connecticut are described in a Warranty Deed from Rene Veilleux to the State of Connecticut dated March 28, 1989 and recorded in Volume 554, Page 422 of the South Windsor Land Records.

Said premises are conveyed subject to the following encumbrances:

1. Building, building line and zoning regulations of the Town of South Windsor.
2. Balance of taxes on the Grand List of October 1, 1989, not yet due and payable and taxes on the Grand List of October 1, 1989, not yet due and payable, which taxes the Grantees herein assumes and agrees to pay as part consideration for this deed.
3. Slope and driveway rights as stated in a Warranty Deed from Rene Veilleux to the State of Connecticut dated March 28, 1989, recorded April 4, 1989 in Volume 554, Page 422 of the South Windsor Land Records.
4. Caveat recorded against The South Windsor Realty (sic) Corporation in favor of The Metropolitan District dated February 26, 1958 and recorded in Volume 64 at Page 109 of the South Windsor Land Records.
5. Right of Way reserved in a Warranty Deed from Charles J. Riordan and John F. Riordan and Ellen C. Riordan to the New York, New Haven and Hartford dated July 6, 1925, recorded July 9, 1925 in Volume 27 at Page 42 of the South Windsor Land Records.
6. Pole line grant from Henry E. Pitkin to The Southern New England Telephone Company dated September 18, 1905, recorded February 7, 1906 in Volume 14 at Page 382 of the South Windsor Land Records.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, its heirs, successors, and assigns forever, to it and their own proper use and behoof. And also, it the said grantor do es for itself, its heirs, executors, administrators, and successors, covenant with the said grantee, its heirs, successors, and assigns, that at and until the enrolling of these presents, it is well seised 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, it the said grantor does by these presents bind it self and its heirs forever to Warrant and Defend the above granted and bargained premises to the said grantee, its heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, VEILLEUX ENTREPRISES, INC.

caused this instrument to be executed
has hereunto ~~set~~ ~~hand~~ this 18th day of October 19 89

Signed and Delivered in the presence of (Type or Print name below each signature.)

WITNESS:

Harold R. Cummings
.....
Daniel Veilleux
.....
DANIEL VEILLEUX

GRANTOR: VEILLEUX ENTREPRISES, INC.
By *Rene Veilleux*.....
Rene Veilleux, its President

STATE OF CONNECTICUT, }
COUNTY OF } ss.

19

Personally Appeared
Signer(s) of the foregoing instrument, and acknowledged the same to be
free act and deed, before me.

Notary Public / J. of Peace / Commissioner of Superior Court

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD } ss. South Windsor, October 18, 19 89

Personally Appeared Rene Veilleux, President of Veilleux Enterprises, Inc.
as aforesaid, Signer of the foregoing instrument, and
acknowledged the same to be his free act and deed as such President
and the free act and deed of said corporation/partnership, before me.

Grantees' Address:

112 Dennis Street.....
South Windsor, CT. 06074.....

RECEIVED FOR RECORD:

DATE OCT 19 1989 TIME 2:20 P.M.

John Clerk
TOWN CLERK, SOUTH WINDSOR, CT

TOWN CLERK

I, ROBERT WARREN, CHAIRMAN

003869

of the South Windsor Zoning Board of Appeals, hereby certify that on

the Zoning Board of Appeals

granted to UNITED PRODUCTS CORPORATION

a variance to Section 4.7.4.3 and 4.4.9

of the Zoning Regulations to allow a double faced sign to be erected.

The sign will be illuminated, but non-flashing. The sign will not be illuminated beyond

midnight. It will be located in the approximate location as outlined in the plot plan submitted

with the appeal, and the size will be no greater than 9 feet wide, 5 feet high, and no higher

than 15 feet from the ground to the top of the sign. on premises located at 1533 John Fitch Boulevard

Effective date: October 9, 1970

South Windsor, Connecticut

and more particularly bounded and described as follows:

Beginning at a point in the westerly street line of Route 5 located twenty-six and twenty-eight one-hundredths (26.28) feet southerly from a Connecticut Highway Department marker set in said street line, which point marks the southeasterly corner of the herein described premises and making an interior angle of 89° 52' 40" with said westerly street line of Route 5 and running northwesterly along land now or formerly of one Wixon and along land now or formerly of one Addington, in part by each, in all, three hundred thirty-six and sixty-three one-hundredths (336.63) feet to a point; then making an interior angle of 89° 39' 40" with the last description line and running northwesterly along land now or formerly of one McGrath at 21, one hundred forty-four and three one-hundredths (144.03) feet to a point; then turning and making an interior angle of 90° with the last described line and running southeasterly along land now or formerly of one McGrath at 21, two hundred forty-eight and seventeen one-hundredths (248.17) feet to a point; then turning to the right along a curve with a radius of thirty (30.00) feet and running a distance of thirty-three and fourteen one-hundredths (33.14) feet to a point in the westerly street line of Route 5; then turning and running along said westerly street line of Route 5 a distance of one hundred forty-one and ninety-seven one-hundredths (141.97) feet to the point and place of beginning

OWNER OF RECORD: Andre L. Charbonneau and Kimberly M. Charbonneau

Dated at South Windsor, Connecticut this 13 day of July 1990.

Robert Warren
ZONING BOARD OF APPEALS

PUBLIC ACT # 75-317

Received for Record this 19th day of July 1990

at 8:15 A.M. Vol. 589 Pg. 428

ATTEST:

Hutchins E. Bickford
TOWN ASSISTANT TOWN CLERK

WARRANTY DEED

ITS, HARTFORD ASSOCIATES, a Connecticut partnership, 041-184
consideration of THREE HUNDRED EIGHTY FIVE THOUSAND and 00/100
(385,000.00) DOLLARS grant to ANDRE L. CHARBONNEAU and KIMBERLY
M. CHARBONNEAU both of the Town of South Windsor, County of
Hartford, and State of Connecticut as joint tenants with WARRANTY
COVENANTS

A certain piece or parcel of land with the buildings and
improvements thereon, situated in the Town of South Windsor,
County of Hartford and State of Connecticut, on the westerly side
of Route 5, and more particularly bounded and described as
follows:

Beginning at a point in the westerly street line of Route 5
located twenty-six and twenty-eight one-hundredths (26.28) feet
southerly from a Connecticut Highway Department marker set in
said street line, which point marks the southeasterly corner of
the herein described premises and making an interior angle of 65'
52' 40" with said westerly street line of Route 5 and running
northwesterly along land now or formerly of one Wixon and along
land now or formerly of one Addington, in part by each, in all,
three hundred thirty-six and sixty-three one-hundredths (336.63)
feet to a point; then making an interior angle of 89' 39' 40"
with the last description line and running northeasterly along
land now or formerly of one McGrath et al, one hundred forty-four
and three one-hundredths (144.03) feet to a point; then turning
and making an interior angle of 90" with the last described line
and running southeasterly along land now or formerly of one
McGrath et al, two hundred forty-eight and seventeen one-
hundredths (248.17) feet to a point; then turning to the right
along a curve with a radius of thirty (30.00) feet and running a
distance of thirty-three and fourteen one-hundredths (33.14) feet
to a point in the westerly street line of Route 5; then turning
and running along said westerly street line of Route 5 a distance
of one hundred forty-one and ninety-seven one-hundredths (141.97)
feet to the point and place of beginning

Said premises are subject to building, building lines and zoning
regulations of the Town of South Windsor, to easements appearing
of records and to taxes due to the Town of South Windsor on the
List of October 1, 1988 and thereafter which the grantees herein
assume and agree to pay as part consideration of this deed.

I have hereunto set my hand this day of October, 1989.

WITNESS:

Paul E. Tavel
Hyman H. H.

Hartford Associates

Marvin A. Blumenfeld
Partner

STATE OF *NY*
COUNTY OF *NY*

ss.

October 12, 1989

Personally Appeared Marvin A. Blumenfeld, as a Partner,
Hartford Associates signer(s) of the foregoing Instrument, and
acknowledged the same to be his free act and deed, before me.

Paul E. Tavel

Notary Public.

PERMANENT
Notary Public, State of New York
No. 30-000000
Expires in New York County
Term Expires 12/31/92

Grantee's Address

CONVEYANCE TAX RECEIVED

STATE *5852* LOCAL *5743* NO. *50*

Marlyn W. Burgen

TOWN CLERK OF SOUTH WINDSOR

RECEIVED FOR RECORD: OCT 20 1989

DATE *11/15* M.

TOWN CLERK SOUTH WINDSOR, CT

QUIT CLAIM DEED

005622

I, ANDRE L. CHARBONNEAU of the Town of South Windsor, County of Hartford, and State of Connecticut for consideration other than money grant to ERNESTINE CHARBONNEAU of the Town of South Windsor, County of Hartford, and State of Connecticut with QUIT CLAIM COVENANTS

A certain piece or parcel of land with the buildings thereon located on the westerly side of John Fitch Boulevard, South Windsor, Connecticut and known as Lot 14A as shown on a map or plan entitled "Resubdivision & Site Plan prepared for Andre Charbonneau Glendale Road John Fitch Boulevard - US Route 5 South Windsor, Conn Scale 1" = 40' April 2, 1985 July 18, 1985, which said map or plan is on file in the South Windsor Town Clerk's Office.

Being a portion to the premises conveyed by Warranty Deed dated December 29, 1980 and recorded in Volume 293 at Page 103 of the South Windsor Land Records.

Signed this 11th day of August, 1993.
Witnessed by:

Jeanne M. DeLaur
Jeanne M. DeLaur
Maria E. Elliott
Maria E. Elliott

Andre L. Charbonneau
Andre L. Charbonneau

STATE OF CONNECTICUT

ss. East Hartford

August 11, 1993

COUNTY OF HARTFORD

Personally Appeared Andre L. Charbonneau signer(s) of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

Jeanne M. DeLaur
Jeanne M. DeLaur
Commissioner of the Superior Court
Notary Public
My Comm Exp 3/31/94

Grantees' Address

311 Felt Road
South Windsor, CT 06074

RECEIVED FOR RECORD AUG 16 1993

AT 11:45 AM

RECORDED IN SOUTH WINDSOR

LAND RECORDS VOL 736 PAGE 229

BY Marilyn W. Burge TOWN CLERK

TOWN CLERK

CONVEYANCE TAX RECEIVED

STATE \$ LOCAL \$ NO ☒

Marilyn W. Burge

TOWN CLERK OF SOUTH WINDSOR

I, Robert Warren, Acting Chairman

006516

of the South Windsor Zoning Board of Appeals, hereby certify that on

December 7, 1989

, the Zoning Board of Appeals

granted to Andre Charbonneau

a variance to Section 4.7.4.3

of the Zoning Regulations to allow an entrance sign larger than permitted

on premises located at the corner of Kimberly and Route 5

and more particularly bounded and described as follows:

90

NORTHERLY by land now or formerly of Lilwood P. Addington at or near 1000 sq. ft. of land of Elaine A. Pailin, partly by math, in all, one thousand six hundred and twenty-eight and twenty-one one-hundredths (1,628.21) feet;

EASTERLY by land now or formerly of Anne W. MacArthur, one hundred twenty-five (125) feet;

SOUTHERLY, again by land now or formerly of Anne W. MacArthur, three hundred twenty-eight and sixteen one-hundredths (328.16) feet;

EASTERLY, again by U. S. Route No. 1 (John Fitch Boulevard), two hundred sixty-seven and forty-nine one-hundredths (267.49) feet;

SOUTHERLY by U. S. Route No. 1 (John Fitch Boulevard) and land now or formerly of Peter Dunn et al, partly by math, in all, six hundred sixty-nine and ninety six one-hundredths (669.96) feet;

EASTERLY, again by land now or formerly of Peter Dunn et al, and land now or formerly of Frederick F. Nole et al, partly by math, in all, four hundred seventy-two and forty-five one-hundredths (472.45) feet;

SOUTHERLY, again by land now or formerly of Jackson A. Bantistis, nine hundred thirty-five and ninety-nine one-hundredths (935.99) feet; and

WESTERLY by land now or formerly of Francis P. Noyes et al, eight hundred twenty-three and forty one-hundredths (823.41) feet;

OWNER OF RECORD: Andre Charbonneau

Dated at South Windsor, Connecticut this 11th day of December 1989.

Robert Warren
ZONING BOARD OF APPEALS

PUBLIC ACT # 73-317

Received for Record this 13th day of DECEMBER 19 89

at 10:50 AM Vol 574 Pg 190

ATTEST:


P. T. Luce
TOWN CLERK/ASSISTANT TOWN CLERK

QUITCLAIM DEED
STATUTORY FORM

KNOW YE, THAT KEVIN P. CHARBONNEAU of the Town of South Windsor, County of Hartford, State of Connecticut for consideration paid, grant to ANDRE L. CHARBONNEAU of the Town of South Windsor, County of Hartford, State of Connecticut with
QUITCLAIM COVENANTS, the following:

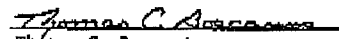
SEE SCHEDULE A ATTACHED HERETO

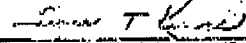
Signed this 27th day of September, 1995,
Witnessed by:


Kim Gilbert


Kevin P. Charbonneau


CONVEYANCE TAX RECEIVED


Thomas C. Boscarino
STATE OF CONNECTICUT
COUNTY OF HARTFORD

STATE # LOCAL # NO.

TOWN CLERK OF SOUTH WINDSOR

} ss South Windsor

Personally appeared KEVIN P. CHARBONNEAU, Signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed before me.


Thomas C. Boscarino
Commissioner of the Superior Court

(STATQUIT.MLT)

Return to:
ANDREW K. ROOLETT
Boottman, Register & Clerk
2701 Main St.
Glastonbury, CT 06033

SCHEDULE A

Beginning at a point marked by an iron pin in the southwesterly line of John Fitch Boulevard; thence running at an interior angle of $97^{\circ}51'$ along the southwesterly line of John Fitch Boulevard a distance of one hundred eighty-seven and four tenths (187.4) feet to a point; thence running at an interior angle of $82^{\circ}17'$ along land now or formerly of Jacobeth Klepak a distance of one thousand forty-eight (1048) feet to a point in the northeasterly line of land now or formerly of Donald E. Quint and Beverly S. Quint; thence running northeasterly along land of said Quints a distance of one hundred ninety-two (192) feet, more or less, to a point in the southwesterly line of land now or formerly of Jones; thence running along land of said Jones a distance of five hundred twenty-two (522) feet more or less to a point marked by an iron pin at the intersection of land of said Jones and land now or formerly of one Winton; thence running along the southwesterly line of said land of Winton a distance of five hundred (500) feet to a point of beginning; said premises contain approximately four and five tenths (4.5) acres.

Being the same premises conveyed to the Honcks by Deeds of Alice E. Blanchfield a/k/a/ Alyce E. Blanchfield, Muriel A. Mahr, and James E. Blanchfield, Administrator, recorded May 12, 1986 at Volume 433, Pages 88-96 of the South Windsor Land Records.

Said premises are subject to the following:

1. Building, building line and zoning restrictions of the Town of South Windsor.
2. Fifteen foot wide drainage right of way extending Northwesterly, Westerly and Northwesterly from the highway, together with the right to discharge surface water on the grantor's land and enter onto the land to maintain a pipe within the right of way as granted to the State of Connecticut by Annie Allen by deed dated October 11, 1939 recorded in Volume 34 Page 625 of said Land Records.

RECEIVED FOR RECORD 1015 1995
AT 2:04 P.M.
RECORDED IN SOUTH WINDSOR
LAND RECORDS VOL 860 PAGE 192
BY [Signature] TOWN CLERK
ASST. TOWN CLERK

file to Mortgage Modification Agreement Vol. 1278 Pg. 106 Thruwa G. Samuel, AIC
Vol. 1787 Pg. 100 Thruwa G. Samuel, AIC

OPEN-END MORTGAGE DEED

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

KNOW YE, THAT ANDREW L. CHARBONNEAU of the Town of South Windsor, Connecticut (hereinafter called "Grantor"), for the consideration of One Million Dollars received to his full satisfaction of THE SAVINGS BANK OF ROCKVILLE, a banking institution organized and existing under the laws of the State of Connecticut, with its principal office at 25 Park Street in the Town of Vernon, State of Connecticut (hereinafter called "Grantee"), does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns forever, a certain place or parcel of land, with the buildings and all improvements now or hereafter placed thereon, as described in Schedule A attached hereto and made a part hereof (the "Premises").

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof:

Together with all rights, title and interest of the Grantor, if any in and to the land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining the Premises;

Together with all the buildings and improvements now or hereafter placed on the Premises, and all fixtures, appliances, machinery and equipment, now or hereafter installed, and all the appurtenances thereto, thereon or therein;

Together with any and all awards or payments including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in value of the Premises, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award or payment by the Grantee to the Grantor, and of the reasonable counsel fees, costs and disbursements incurred by the Grantee, in connection with the collection of such award or payment; the Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Grantee to confirm such assignment to the Grantee of any such award or payment;

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also, it the said Grantor does for itself and its successors and assigns covenant with the said Grantee, its successors and assigns, that at and until the sealing of these present 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 above written; and that the same is free from all encumbrances whatsoever, except as described in Schedule B attached hereto and made a part hereof.

And furthermore, it the said Grantor does by these presents bind itself, its successors and assigns forever to warrant and defend the above granted and bargained Premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

The condition of this Deed is such that, whereas the Grantor is justly indebted to the Grantee pursuant to a certain promissory note in the principal amount of \$1,000,000.00 (the "Note"), a copy of which Note is attached hereto and made a part hereof as Schedule C, and subject to the additional terms and conditions that follow.

NOW, THEREFORE, the Grantor and Grantee covenant as follows:

LAW OFFICES
JACOBS, WALKER
RICE & BASCHE, P.C.
148 MAIN STREET
P.O. BOX 480
MANCHESTER, CT
06045-0480
(203) 848-0121

1. **DEFINITIONS.** Wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Grantor" shall mean "Grantor and/or any subsequent owner or owners of the Premises." The word "Grantee" shall mean "Grantee or any subsequent holder or holders of this mortgage," the word "person" shall mean "an individual, corporation, partnership or unincorporated association," and the word "Premises" shall include the real estate described in Schedule A attached hereto and made a part hereof, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

2. **CAPTIONS.** The captions at the head of each paragraph of this mortgage are for convenience only and shall not be used to interpret, modify, or affect in any way the covenants and agreements herein contained.

3. **COMPETENCE TO EXECUTE LOAN DOCUMENTS.** The Grantor is competent, not under any disability, and has full power and authority to execute and deliver the note, this mortgage, all other mortgage instruments, security agreements, and all other agreements and documents required of it, to the Grantee, and the execution and delivery of the same is not in violation of and will not result in default of any agreement or understanding the Grantor may have with any person or persons.

4. **LEGAL TENDER AND JOINT AND SEVERAL LIABILITY.** The Grantor shall pay the indebtedness secured herein and the interest thereon in lawful money of the United States at the times and in the manner set forth in the note, a conformed copy of which note is attached hereto and made a part hereof as Schedule C, and if the Grantor consists of more than one person, such Grantors shall be jointly and severally liable for the performance of all covenants and agreements herein contained.

5. **INSURANCE.** The Grantor shall keep all buildings erected on or to be erected on the Premises insured against loss by fire and such other hazards as the Grantee may reasonably require, including war risk and war damage if available, and rental insurance covering rents for one year, in companies approved by the said Grantee in such sums as the Grantee reasonably may require, with loss proceeds by the terms of such policies made payable to the Grantee as its interest may appear, the Grantee to have the custody of all such policies and all other policies which may be procured insuring said premises, the same to be delivered, premiums paid, to the Grantee at its office and all renewal policies to be delivered, premiums paid at least three days before the expiration of the old policies; and the Grantor agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or to pay the premium therefor, then Grantee may procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by the Grantor and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the rate set forth in the note secured hereby, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of the Grantee, anything herein contained to the contrary notwithstanding. In case the Grantee elects under this article

by and under this mortgage may be changed and extended as provided in said mortgage or any security agreement, without impairing the Grantor's liability thereon, and further consent to the release of all or any part of the security for the payment hereof, or the release of any party liable for this obligation without affecting the liability of the other parties hereto.

38. WAIVER OF TRIAL BY JURY. Grantor hereby irrevocably waives all right to a trial by jury in any proceeding hereafter instituted by or against Grantor or any guarantor of the Note in respect of any loan document or collateral which may secure any loan document.

NOW, THEREFORE, if the Grantor shall pay the note according to its tenor, and if agreements contained in the note and herein contained are fully kept and performed, then this deed shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Deed to be signed and sealed this 5th day of October, 1995.

Signed, sealed and delivered
in the presence of:

Thomas C. Boscarino
Thomas C. Boscarino
Donald R. Page
Donald R. Page

Andre L. Charbonneau
Andre L. Charbonneau

STATE OF CONNECTICUT)
ss. Manchester
COUNTY OF HARTFORD)

October 5, 1995

Personally appeared Andre L. Charbonneau, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Thomas C. Boscarino
THOMAS C. BOSCARINO
Commissioner of the Superior Court

Schedule A

Lot No. 7 as shown on a map entitled "Resubdivision of Lot No's 6 & 7 property of Andre Charbonneau, et al Edwin Street, South Windsor, Connecticut Scale 1" = 40' September 11, 1980" which map is on file in the land records of the Town of South Windsor. Said lot is more particularly described as follows:

Commencing at a point on the southerly line of Edwin Road which point is the northeasterly corner of the parcel herein conveyed; thence proceeding south 24°-15'-53" west, a distance of 170.00 feet to an iron pipe; thence proceeding north 65°-44'-07" west 165.00 feet to an iron pipe; thence proceeding south 24°-15'-53" west a distance of 77.94 feet to an iron pipe; thence proceeding north 66°-31'-07" west a distance of 148.36 feet to an iron pipe; thence proceeding north 15°-31'-53" east a distance of 253.11 feet to a merestone; thence proceeding south 65°-44'-07" east a distance of 351.73 feet to the point or place of beginning.

1265 John Fitch Boulevard

Beginning at a point marked by an iron pin in the southwesterly line of John Fitch Boulevard; thence running at an interior angle of $97^{\circ}51'$ along the southwesterly line of John Fitch Boulevard a distance of one hundred eighty-seven and four tenths (187.4) feet to a point; thence running at an interior angle of $82^{\circ}17'$ along land now or formerly of Jacobeth Klepak a distance of one thousand forty-eight (1048) feet to a point in the northeasterly line of land now or formerly of Donald E. Quint and Beverly S. Quint; thence running northeasterly along land of said Quints a distance of one hundred eighty-eight and three tenths (188.3) feet, more or less, to a point in the southwesterly line of land now or formerly of Jones; thence running along land of said Jones a distance of five hundred twenty-two (522) feet more or less to a point marked by an iron pin at the intersection of land of said Jones and land now or formerly of one Winton; thence running along the southwesterly line of said land of Winton a distance of five hundred (500) feet to a point of beginning; said premises contain approximately four and five tenths (4.5) acres.

Schedule B

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes to the Town of South Windsor on the List of 10/1/94 and 10/1/95.
3. Easements, agreements and restrictions as of record may appear.

PERMANENT MORTGAGE NOTE

\$1,000,000.00

Manchester, Connecticut
October 5, 1995

FOR VALUE RECEIVED, the undersigned ANDRE L. CHARBONNEAU (hereinafter called the "Maker") promises to pay to the order of THE SAVINGS BANK OF ROCKVILLE (the "Lender") a banking institution with its principal office at 25 Park Street, Rockville, Connecticut, at its said principal office, or at such other place as the holder hereof may designate, the principal sum of One Million and 00/100 DOLLARS, with interest from the date at the initial rate of 9.65 per centum per annum, which rate may be adjusted as hereinafter described, together with all taxes levied or assessed on said sum or this note against the payee or holder hereof, and together with all costs and attorneys' fees incurred in any action to collect this note or to foreclose the mortgage securing this note or to enforce rights in collateral granted under any security agreement securing the same or in protecting or sustaining the lien thereof or in any litigation or controversy arising from or connected with the foregoing.

Interest is determined based upon the assumption that each full month has thirty (30) days. In the event that this Note is paid prior to the expiration of any month, then interest shall be charged for the partial month based upon the actual number of days which have elapsed.

The initial interest rate hereunder shall be 9.65 percent per annum and the interest rate shall be fixed for the initial three (3) years. On November 1, 1998, and each subsequent three (3) year anniversary thereafter (the "Change Date"), said interest rate shall be adjusted to a rate which is equal to the 3-year "Advance Rate" published or quoted by the Federal Home Loan Bank of Boston plus 275 basis points (the "Index"). Any new rate will be announced to Maker in writing approximately forty-five (45) days prior to the Change Date. If the Index is no longer available, Lender may select a reasonably similar substitute index.

Said principal and interest shall be due and payable in monthly installments as follows, viz:

Monthly payments of principal and interest in the amount of \$9,419.48 shall be due and payable on the first day of December, 1995 and on the first day of each and every month thereafter until said principal sum, with interest, has been fully paid, except that if it is not sooner paid, the final payment of principal and interest shall be due and payable November 1, 2005. Each monthly installment shall be applied first to the payment of interest on the unpaid principal of this note and the balance on account of the principal of this note.

Each time that there is a change in the rate of interest of this note, the level monthly payments of principal and interest due thereafter shall be adjusted so as to provide for the complete amortization of the unpaid principal balance of this note at the adjusted rate of interest as if this note were due and payable twenty years from date, but this calculation shall have no effect on the final payment of principal and interest set forth above.

Default in the payment of said interest or of any said monthly installments or of taxes or municipal assessments on the premises mortgaged to secure this note or of fire or other insurance premiums or of taxes on this note for a period of thirty (30) days after any of the same become due and payable, or

LAW OFFICE
JACOBS, WALKER
RICE & BARNETT, P.C.
148 MAIN STREET
P.O. BOX 680
MANCHESTER, CT
06045-0680
(203) 646-0181

BACKMARTY@BCHARBONNEAU.NET

LAW OFF
JACOBS, W
RICE & B
148 MAIN
P.O. BOX
MANCHESTER
06045
(203) 64

the occurrence of any other event of default under the mortgage securing this note, or the vesting of title to the mortgaged premises in anyone other than the Maker in any manner whatsoever, by sale, lease (except for commercially reasonable leases not to exceed three (3) years in length) or otherwise, shall render the whole of this note immediately due and payable at the option of the holder hereof, and any failure to exercise said option with respect to the default shall not constitute a waiver of the right of said holder to exercise said option at a later time with respect to a subsequent default.

The bank may collect a "late charge" not to exceed an amount equal to five (5) percent of any installment of interest and principal which is not paid within ten (10) days of the date on which said payment is due in order to cover the extra expenses involved in handling such delinquent payment.

In the event that this Note shall be in default or, after maturity, this Note shall bear interest at the rate set forth plus three (3%) per annum until paid in full (the "default rate").

In the event that Maker of this Note shall fail to provide any financial information or reports required by Bank under the mortgage securing this Note within the time periods established in said mortgage, the interest rate of this Note shall be increased to one (1%) percent above the default rate until said financial information or reports have been provided to Bank.

The Maker may prepay this Note in full on any interest payment date and upon sixty (60) days' prior written notice to Bank; provided, however, that Maker shall be assessed a prepayment assessment equal to a percentage of the then-outstanding principal balance of this Note. If such prepayment is made prior to or during the loan year commencing with the first payment date, such percentage shall be 3%, which percentage shall decrease by 1% per year during each three (3) year period. Bank will allow Maker, on each three (3) year anniversary of the first payment date (the "30 Day Option Period"), a thirty (30) day option (the "Option") to pay the Note in full without a prepayment assessment. To exercise the Option, Maker shall notify Bank in writing no later than thirty (30) days prior to any 30 Day Option Period that Maker will pay the loan in full within the 30 Day Option Period. Thereafter, if a prepayment is not made during the 30 Day Option Period, then, during each subsequent three (3) year period commencing with each three (3) year anniversary of the first payment date, if a prepayment is made after the end of the 30 Day Option Period, there shall be assessed a prepayment assessment equal to a percentage of the then-outstanding principal balance of the Note. If such prepayment is made during the loan year commencing with the first year thereafter, such percentage shall be 3%, which percentage shall decrease by 1% per year during the remaining three (3) year period. No partial prepayment of this Note shall be permitted.

The Maker and any endorser or guarantor give a lien and right of set off for all of the Maker's liabilities upon and against all deposits and other property of the Maker, endorsers or guarantors now or hereafter in the possession or control of Bank or any holder hereof. Bank or any holder hereof may, at anytime, apply the same, or any part thereof, to any liability of the Maker though unmatured.

THE MAKER (AND EACH AND EVERY ENDORSER, GUARANTOR, AND SURETY OF THIS NOTE) ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND

LAW OFFICES
JACOB, WALKER
RICE & BACHIE, P.C.
100 MAIN STREET
P.O. BOX 490
MANCHESTER, CT
06043-0490
(203) 644-0121

ENDORSEMENT: JACOB, WALKER, RICE & BACHIE, P.C.

KNOWINGLY WAIVES THE RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR ANY SUCCESSOR STATUTE OF SIMILAR IMPORT, WITH RESPECT TO ANY PREJUDGMENT REMEDY AS DEFINED THEREIN, and, further, waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions of this note, and all rights under any statute of limitations, and agrees that the time for payment of this note may be changed and extended as provided in said mortgage or any security agreement without impairing the Maker's liability thereon, and further consents to the release of all or any part of the security for the payment hereof, or the release of any party liable for this obligation without affecting the liability of the other parties hereto.

This note shall be governed by and construed in accordance with the laws of the State of Connecticut.

Should this note be signed by more than one Maker, references in this note to the Maker in the singular shall include the plural and all obligations therein contained shall be joint and several.

Andre L. Charbonneau

Secured By:
1265 John Fitch Boulevard
71 Edwin Road
South Windsor, CT

RECORDED FOR RECORD 10/5/95

AT 2:05 P.M.

RECORDED IN SOUTH WINDSOR

LAND RECORDS VOL. 860 PAGE 194

THOMAS G. S. TOWN CLERK
ASST. TOWN CLERK

LAW OFFICES
JACOBS, WALKER
RICE & BANCHE, P.C.
148 MAIN STREET
P.O. BOX 480
MANTONVILLE, CT
06045-0480
(203) 546-0121

HYDROMARTINRYCHABONNEAU.MOT

450 8294701

VOL. 1787 PAGE 100

Return To:
Rockville Bank
1645 Ellington Road
South Windsor, CT 06074
Attention: Commercial Lending

242

SECOND PERMANENT MORTGAGE NOTE AND OPEN END MORTGAGE DEED MODIFICATION AGREEMENT

THIS AGREEMENT entered into this 22nd day of December, 2005 by and between **ANDRE L. CHARBONNEAU**, of Town of South Windsor, County of Hartford and State of Connecticut ("Borrower") and **ROCKVILLE BANK** (formerly known as THE SAVINGS BANK OF ROCKVILLE) a banking institution organized and existing under the laws of the State of Connecticut, with its principal office in the Town of Vernon, Connecticut ("Lender"),

WITNESSETH:

WHEREAS, on October 5, 1995 Borrower borrowed the sum of \$1,000,000.00 as evidenced by a Permanent Mortgage Note of even date in said amount (the "Note"); and

WHEREAS, to secure said borrowing, Borrower granted a mortgage to Lender on property located at 1295 John Fitch Boulevard and 71 Edwin Road, South Windsor, Connecticut as evidenced by an Open-End Construction Mortgage Deed dated October 5, 1995 and recorded in Volume 860 at Page 194 of the South Windsor Land Records (the "Mortgage");

WHEREAS, ON October 26, 2001, Borrower and Lender entered into a Permanent Mortgage Note and Open End Mortgage Deed Modification Agreement (the "Modification");

WHEREAS, Borrower has executed other documents related to the above described loan transaction (such other documents together with the Note, Mortgage and Modification are hereinafter called the "Loan Documents") and;

WHEREAS, Borrower and Lender desire to further modify the terms and conditions of the Note and the Mortgage and the other Loan Documents; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

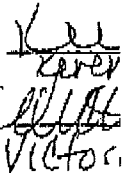
1. The maturity date of the Note shall be extended from November 1, 2005 to November 1, 2015.
2. The copy of the Note attached to the Mortgage as Schedule C is modified as herein provided.
3. All of the Loan Documents shall be changed so that the Loan Documents are consistent with the changes set forth in this Agreement.
4. Except as specifically set forth herein, the remaining terms and conditions of the Loan Documents, shall remain in full force and effect and shall only be modified to the extent necessary to be consistent with the terms set forth in the Agreement.
5. Borrower hereby acknowledges and affirms that no right of set-off, counterclaim

or defense

6.
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execution
show that
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in the pres

Ralph J. A.


Susan A.


Victor
STATE OF
COUNTY (Per
foregoing i
before me.CADocuments
\$1,000,000.00.

Doc ID: 000435570003 Type: LAN
Book 1787 Page 100 - 102
File# 242

VOL. 1787 PAGE 101


or defense exists with respect to the repayment of the Note.


6. This is not a creation of a new debt, but is only modification of the loan described in the Loan Documents.

7. Borrower shall provide to Lender, within twenty (20) business days of the execution of this Agreement, an endorsement to the existing title insurance policy which shall show that there are no further encumbrances of record, and which endorsement must be in a format acceptable to Lender. Failure to comply with this paragraph shall be an event of default under the aforementioned mortgage. If this condition is not met, then Lender may record an affidavit on the South Windsor Land Records indicating that this modification is null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Ralph J. Alexander


Susan A. Carreiro


Andre L. Charbonneau

ROCKVILLE BANK

By: 

Its Vice President


STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

South Windsor
ss. Notary Public

December 22, 2005

Personally appeared Andre L. Charbonneau, as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free, before me.


Ralph J. Alexander
Commissioner of the Superior Court
NOTARY PUBLIC

RIGHT OF ACCESS IN FAVOR OF THE TOWN OF SOUTH WINDSOR

Andre L. Charbonneau and Kimberly M. Charbonneau, of the Town of South Windsor, County of Hartford and State of Connecticut, ("Grantor") for valuable consideration received, grant to the TOWN of SOUTH WINDSOR, a municipal corporation, located in the County of Hartford, State of Connecticut, ("Grantee") a right of access designated as "20' Access Easement in Favor of the Town of South Windsor" within a certain parcel of land known as 1535 John Fitch Boulevard, South Windsor, Connecticut and designated as "Lot Area 42,943.02 sq. ft. 0.986 acres" on a map or plan entitled "Map Showing Easement Area To Be Granted to Town of South Windsor Across Property of Andrew L. Charbonneau and Kimberly M. Charbonneau 1535 John Fitch Boulevard South Windsor, Connecticut J.R. Russo & Associates Land Surveyors & Professional Engineers 1 Shoham Road East Windsor, Connecticut 06088 623-0569 By LF 96087, DWG Scale 1"=20' Date 12-30-97 Rev. 11/19/98 Esmt. width from 15' to 20' and added area to rear of lot (per Town Request) Sheet 1 of 1 Checked JRR No. 96080" which map is to be recorded in the Town Clerk's office of said Town of South Windsor, simultaneously herewith.

The Grantee, its agents and employees shall have the right to pass and repass on foot or by vehicle for the purpose of accessing, inspecting and maintaining the "Storm Drainage Easement In Favor Of The Town Of South Windsor" and retention basin facilities within the community known as Fitch Meadow lying westerly of property of the Grantor and shown on a map entitled "Easement Map Showing Easements Acquired from C&C Developers, LLC Marsh Enterprises, LLC, J.V. By The Town of South Windsor John Fitch Boulevard, Route 5 South Windsor, Connecticut J.R. Russo & Associates Land Surveyors & Professional Engineers 1 Shoham Road East Windsor, Connecticut 06088 623-0569 By: G.L. Scale: 1"=40' Date: 6-16-98 Revised: 6-22-98 Added deltas to san. esmt. dim., Added areas to esmts. 6-28-98 Added deltas to san. esmt. dim. 7-16-98 Changed san. esmt. dim. Sheet 1 of 1 Checked: JRR No.: 96080E" which map is to be filed in the Town Clerk's Office of the Town of South Windsor simultaneously herewith.

Said right of access is for the benefit of the Town of South Windsor, its agents and employees and shall not extend to the general public, nor may it be assigned by the Grantee.

The Grantor herein reserves the right to themselves, their successors and assigns, to continue to use the land within which the aforesaid right of access has been granted, including the building and re-building of improvements for any lawful purpose, provided however, that a pathway for access, satisfactory to the Grantee, across driveways or parking areas, always be available so that the agents and employees of the Grantee shall have continuous, reasonable and unrestricted access for routine maintenance or emergency repairs to the aforesaid drainage.

STATE LOCAL No. X

Deborah E. Lichford

TOWN CLERK OF SOUTH WINDSOR

Facilities.

It is the intention of the parties that Grantors, their heirs and assigns, shall have the right to develop, reconfigure or materially alter the premises through which this right of access passes in their sole discretion, provided that the Grantee's right of access is preserved and fulfills its intended purpose.

This easement shall run with the land and bind and inure to the benefit of the Grantor and Grantee and their successors and assigns forever.

Signed on this 4th day of December, 1998.

Witnessed By:

Anita E. Cappella

Eric Knapp

Andre L. Charbonneau

Kimberly M. Charbonneau

STATE OF CONNECTICUT)

COUNTY OF TOLLAND)

ss. Vernon December 4, 1998

Personally appeared Andre L. Charbonneau and Kimberly M. Charbonneau, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be their free act and deed, before me on this 4th day of December, 1998.

Eric Knapp
Commissioner Superior Court

RECEIVED FOR RECORD DEC 10 1998

AT 10:05 AM

RECORDED IN SOUTH WINDSOR

LAND RECORDS VOL 1051 PAGE 84

BY: Don A. Johnson TOWN CLERK

VOL. 1678 PAGE 183

08524

OUTCLAIM DEED

ANDRE L. CHARBONNEAU, of Town of South Windsor, County of Hartford and State of Connecticut, for no consideration paid, grants to 1265 JOHN FITCH ENTERPRISES, LLC, a Connecticut limited liability company with offices in the Town of South Windsor, County of Hartford and State of Connecticut, with QUITCLAIM COVENANTS a certain piece or parcel of land being situated in the Town of South Windsor, County of Hartford and State of Connecticut and being more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Signed this 29th day of December, 2004.

Signed and delivered
in the presence of:

Ralph J. Alexander

Andre L. Charbonneau

Dawn Sheridan
DAWN SHERIDAN

STATE OF CONNECTICUT)
) ss. South Windsor
COUNTY OF HARTFORD)

~~December 17~~, 2004

Personally appeared, Andre L. Charbonneau, Signer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Ralph J. Alexander
Commissioner of the Superior Court

Grantees' mailing address:
125 Edwin Road
South Windsor, CT 06074

CONVEYANCE TAX RECEIVED

STATE § _____ LOCAL § _____ No. X

TOWN CLERK OF SOUTH WINDSOR

Doc ID: 000848810002 Type: LAN
Book 1878 Page 183 - 184
File# 8524

VOL. 1678 PAGE 184

SCHEDULE A

1265 John Fitch Boulevard:

Beginning at a point marked by an iron pin in the southwesterly line of John Fitch Boulevard; thence running at an interior angle of $97^{\circ} 51'$ along the southwesterly line of John Fitch Boulevard a distance of one hundred eighty-seven and four tenths (187.4) feet to a point; thence running at an interior angle of $82^{\circ} 17'$ along land now or formerly of Jacobeth Klepak a distance of one thousand forty-eight (1048) feet to a point in the northeasterly line of land now or formerly of Donald E. Quint and Beverly S. Quint; thence running northeasterly along land of said Quints a distance of one hundred ninety-two (192) feet, more or less, to a point in the southwesterly line of land now or formerly of Jones; thence running along land of said Jones a distance of five hundred twenty-two (522) feet more or less to a point marked by an iron pin at the intersection of land of said Jones and land now or formerly of one Winton; thence running along the southwesterly line of said land of Winton a distance of five hundred (500) feet to a point of beginning; said premises contain approximately four and five tenths (4.5) acres.

Being the same premises conveyed to the Grantor herein by Quitclaim Deed Statutory Form dated September 27, 1995, and recorded in Volume 860, at Page 192 of the South Windsor Land Records.

RECEIVED FOR RECORD
DATE 12/29/04 TIME 2:15 P. M.
THOMAS G. Sandoz
TOWN CLERK, SOUTH WINDSOR, CT
Assistant

Release

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Book 187
Page 85

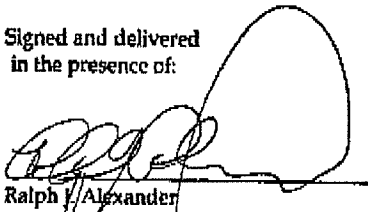
REC
DATE 12


h
TOWN CT

KIMBERLY M. JALBERT a/k/a KIMBERLY M. CHARBONNEAU, of the Town of South Windsor, County of Hartford and State of Connecticut, for no consideration, grants to ANDRE L. CHARBONNEAU, of the Town South Windsor, County of Hartford and State of Connecticut with QUITCLAIM COVENANTS; all that certain piece or parcel of land being situated in the Town of South Windsor, County of Hartford and State of Connecticut known as 1535 John Fitch Boulevard and being more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Signed this 22nd day of February, 2000.

Signed and delivered
in the presence of:


Ralph J. Alexander

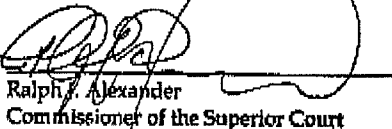

Kimberly M. Jalbert a/k/a
Kimberly M. Charbonneau


STEVE WILDER


STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss South Windsor

February 22, 2000

Personally Appeared Kimberly M. Jalbert a/k/a Kimberly M. Charbonneau, Signer of the foregoing Instrument, and acknowledged the same to be her free act and deed, before me.


Ralph J. Alexander
Commissioner of the Superior Court

Grantee's mailing address:
25 Edwin Road
South Windsor, CT 06074

CONVEYANCE TAX RECEIVED
STATE \$ _____ LOCAL \$ _____ No. X

TOWN CLERK OF SOUTH WINDSOR

SCHEDULE A

A certain piece or parcel of land with the buildings and improvements thereon, situated in the Town of South Windsor, County of Hartford and State of Connecticut, on the westerly side of Route 5, and more particularly bounded and described as follows:

Beginning at a point in the westerly street line of Route 5 located twenty-six and twenty eight one-hundredths (26.28) feet southerly from a Connecticut Highway Department marker set in said street line, which point marks the southeasterly corner of the herein described premises and making an interior angle of $65^{\circ} 52' 40''$ with said westerly street line of Route 5 and running northwesterly along land now or formerly of one Wixon and along land now or formerly of one Addington, in part by each, in all, three hundred thirty-six and sixty-three one-hundredths (336.63) feet to a point; then making an interior angle of $89^{\circ} 39' 40''$ with the last description line and running northeasterly along land now or formerly of one McGrath et al, one hundred forty-four and three one-hundredths (144.03) feet to a point; then turning and making an interior angle of 90° with the last described line and running southeasterly along land now or formerly of one McGrath et al, two hundred forty-eight and seventeen one-hundredths (248.17) feet to a point; then turning to the right along a curve with a radius of thirty (30.00) feet and running a distance of thirty-three and fourteen one-hundredths (33.14) feet to a point in the westerly street line of Route 5; then turning and running along said westerly street line of Route 5 a distance of one hundred forty-one and ninety-seven one-hundredths (141.97) feet to the point and place of beginning.

Said premises are conveyed subject to the following:

1. Building, building line and zoning restrictions as of record appear.
2. Right of access in favor of the Town of South Windsor dated December 4, 1998 and recorded in Volume 1051 at Page 84 of the South Windsor Land Records.
3. Variance dated July 13, 1990 and recorded in Volume 589 at Page 423 of the South Windsor Land Records.
4. Any and all ordinances, municipal regulations, public or private laws and to taxes on the List of October 1, 1996, which taxes the grantee herein assumes and agrees to pay as part consideration for this deed.

Being the same premises conveyed to the grantors herein by warranty deed of Hartford Associates dated October 12, 1989 and recorded in Volume 570 a Page 276 of the South Windsor Land Records.

RECEIVED FOR RECORD 2/21/2006

AT 11:30 AM

RECORDED IN SOUTH WINDSOR

LAND RECORDS VOL. 1130 pg. 247

MURRAY G. GILMAN TOWN CLERK ASSISTANT

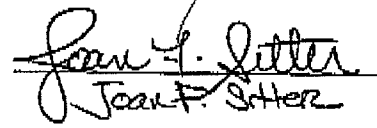
ANDRE L. CHARBONNEAU, of the Town of South Windsor, County of Hartford and State of Connecticut, for the consideration of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), grants to RICHARD B. MELLEN and KELLY J. MELLEN, both of the Town of Ellington, County of Tolland and State of Connecticut and GORDON C. McNULTY and DENISE A. McNULTY, both of the Town of Vernon, County of Tolland and State of Connecticut, as tenants in common and with WARRANTY COVENANTS, all that certain piece or parcel of land being situated in the Town of South Windsor, County of Hartford and State of Connecticut known as 1535 John Fitch Boulevard and being more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Signed this 23rd day of February, 2000.

Signed and delivered
in the presence of:


Ralph J. Alexander


Andre L. Charbonneau


Joan F. Sitter

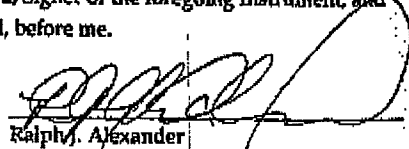
STATE OF CONNECTICUT

COUNTY OF HARTFORD

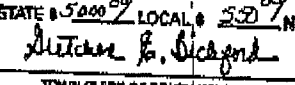
) ss Farmington

February 23, 2000

Personally Appeared Andre L. Charbonneau, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.


Ralph J. Alexander
Commissioner of the Superior Court

Grantee's mailing address:
1535 John Fitch Boulevard
South Windsor, CT 06074

CONVEYANCE TAX RECEIVED
STATE 5.000% LOCAL 3.20% No.

TOWN CLERK OF SOUTH WINDSOR

SCHEDULE A

A certain piece or parcel of land with the buildings and improvements thereon, situated in the Town of South Windsor, County of Hartford and State of Connecticut, on the westerly side of Route 5, and more particularly bounded and described as follows:

Beginning at a point in the westerly street line of Route 5 located twenty-six and twenty eight one-hundredths (26.28) feet southerly from a Connecticut Highway Department marker set in said street line, which point marks the southeasterly corner of the herein described premises and making an interior angle of $65^{\circ} 32' 40''$ with said westerly street line of Route 5 and running northwesterly along land now or formerly of one Wixon and along land now or formerly of one Addington, in part by each, in all, three hundred thirty-six and sixty-three one-hundredths (336.63) feet to a point; then making an interior angle of $89^{\circ} 39' 40''$ with the last description line and running northeasterly along land now or formerly of one McGrath et al, one hundred forty-four and three one-hundredths (144.03) feet to a point; then turning and making an interior angle of 90° with the last described line and running southeasterly along land now or formerly of one McGrath et al, two hundred forty-eight and seventeen one-hundredths (248.17) feet to a point; then turning to the right along a curve with a radius of thirty (30.00) feet and running a distance of thirty-three and fourteen one-hundredths (33.14) feet to a point in the westerly street line of Route 5; then turning and running along said westerly street line of Route 5 a distance of one hundred forty-one and ninety-seven one-hundredths (141.97) feet to the point and place of beginning.

Said premises are conveyed subject to the following:

1. Building, building line and zoning restrictions as of record appear.
2. Right of access in favor of the Town of South Windsor dated December 4, 1998 and recorded in Volume 1051 at Page 84 of the South Windsor Land Records.
3. Variance dated July 13, 1990 and recorded in Volume 589 at Page 428 of the South Windsor Land Records.
4. Any and all ordinances, municipal regulations, public or private laws and to taxes on the List of October 1, 1999, not yet due and payable and which taxes the grantee herein assumes and agrees to pay as part consideration for this deed.

Being the same premises conveyed to the grantor herein by quitclaim deed of Kimberly M. Jalbert a/k/a Kimberly M. Charbonneau dated quitclaim deed dated February 22, 2000 and recorded simultaneously herewith in the South Windsor Land Records.

RECEIVED FOR RECORD 2/24/2000
 AT 11:30 am
 RECORDED IN SOUTH WINDSOR
 LAND RECORDS VOL 1130 PG 250
 BY Ilana G. Sandoz TOWN CLERK Assisted

GRANT OF DRAINAGE AND SANITARY SEWER EASEMENT

002550

KNOW ALL MEN BY THESE PRESENTS, that C & C DEVELOPMENT LLC/MARSH ENTERPRISES, LLC, J.V., a Connecticut general partnership, having a place of business in the Town of South Windsor, County of Hartford, State of Connecticut (the "Grantor") and also known as the successor Declarant of Fitch Meadow, a planned community, for the consideration of One (1) Dollar and other good and valuable consideration received to its full satisfaction of ANDRE L. CHARBONNEAU and KIMBERLY M. CHARBONNEAU, both of the Town of South Windsor, County of Hartford and State of Connecticut (the "Grantee"), does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs and assigns, forever, two easements in, over, along and across those certain pieces or parcels of land situated in the Town of South Windsor (the "Property") and more particularly shown as

1. "20' Drainage Easement in Favor of N/F Charbonneau et al" and
2. "20' Sanitary Sewer Easement in Favor of N/F Charbonneau et al" on a map entitled: "MAP SHOWING EASEMENT TO BE GRANTED TO ANDRE L. & KIMBERLY M. CHARBONNEAU ACROSS THE PROPERTY OF C & C DEVELOPMENT LLC/MARSH ENTERPRISES LLC, J.V., John Fitch Boulevard a.k.a. U.S. Route 5 South Windsor Connecticut, J.R. Russo & Associates Land Surveyors & Professional Engineers 1 Shoham Road, East Windsor, Connecticut 06088 623-0569 By: J.U., Scale: 1" = 20' Date 12-20-96 Sheet 1 of 1, Checked: J.R.R. No. 96087-E Ref.. 96080" and more particularly described as follows:

1. Drainage Easement:

Said drainage easement runs in a northwesterly line across land describes as "STORM DRAINAGE EASEMENT TO SOUTH WINDSOR" on a map entitled "SURVEY FOR FITCH MEADOW A PLANNED COMMUNITY PREPARED FOR R SQUARED INC. #62 JOHN FITCH BOULEVARD RTE. 5 SOUTH WINDSOR, CONNECTICUT Flynn Land Surveying Associates 378 Wilbur Cross Hwy, 528-7886 Berlin, CT 06037 Scale 1"=50' Date 11-26-93 Exhibit "A-3" Rev. 3/14/94, 4/12/94, 4/22/94, 4-28-94 SHEET 1 OF 1 Peter D. Flynn CT.L.L.S. #8792 3-16-94" which map is recorded on the Land Records of the Town of South Windsor as Map No. 2272-A, and is granted together with the right to construct, lay, maintain, inspect, use, operate, repair, replace, and protect drainage facilities and appurtenances thereto, in through, on and over a certain strip of land described as follows:

Beginning at a point 22.00' S 22° 32' 27" W from the northern most corner of land now or formerly of Andre L. & Kimberly M. Charbonneau as shown on the above map and runs S 22° 32' 27" W, 20 feet to a point; thence N 67° 27' 33" W, 34.00 feet to a point; thence N 22° 32' 27" E, 20 feet to a point; thence S 67° 27' 33" E, 34.00 feet to the point or place of beginning.

Said drainage easement is for the purpose of allowing water from property now or formerly of the Grantee to drain into a detention basin on land of the Grantor.

2. Sanitary Sewer Easement:

Said sanitary sewer easement crosses, running in a northerly line, land described as "Phase 1 Area 3.2 ± Ac. Open Space", "Lot #4" and "Lot #5", in part by each on said map entitled: "SURVEY FOR FITCH MEADOW A PLANNED COMMUNITY PREPARED FOR R SQUARED INC." and is granted together with the right to construct, lay, maintain, inspect, use, operate, repair, replace, and protect sanitary sewer facilities and appurtenances thereto, in through, on and over a certain strip of land described as follows:

Beginning at a point 112.00' S 67° 27' 33" E from the northern most corner of land now or formerly of Andre L. & Kimberly M. Charbonneau as shown on the above map and runs N 4° 46' 46" W, 136 feet ± to a point; thence S 59° 12' 39" W, 10.5 feet ± to a point; thence N 82° 10' 59" E, 11.5 feet ± to a point; thence S 4° 46' 46" E, 141 feet ± to a point; thence N 67° 27' 33" W, 22.51 feet to the point or place of beginning.

Said sanitary sewer easement is for the purpose of allowing the Grantee to construct and maintain an underground sanitary sewer pipe from property now or formerly of the Grantor to an existing sanitary sewer pipe on land of the Grantor. All maintenance and upkeep of the sanitary sewer pipe within said easement shall be the responsibility of the Grantee, its heirs and assigns, forever. Grantor agrees, by Grantor's acceptance of this easement, that any damage caused to the premises of Grantor (including the easement area) by present or future construction, use maintenance or repair of said easement area will be corrected. Furthermore, Grantee shall be obligated to restore the premises to a condition substantially equal to that existing at the time such damage occurred, commensurate, however, with the above-described uses of said land.

The Grantor herein reserves to itself, its successors and assigns, the right to continue to use the land within which the aforesaid easements have been granted for any uses and purposes which shall not in any way interfere with the use thereof by the Grantee, its heirs and assigns, in fulfilling the purposes for which these easements are granted.

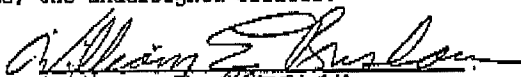
TO HAVE AND TO HOLD said Property unto the said Grantee, its successors and assigns, forever.

STATE OF Connecticut)
COUNTY OF Tolland)

ss. Vernon

May 10, 1997



Personally appeared ANDRE K. CHARBONNEAU Member of C & C Development, LLC, a general partner of C & C Development LLC/ Marsh Enterprises, LLC, J.V. duly authorized, signer and sealer of the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained and that the same is his free act and deed, and the free act and deed of said limited liability company, before me, the undersigned officer.



WILLIAM E. BRESLAU
Commissioner of the Superior Court/
Notary Public

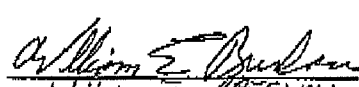
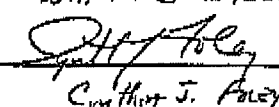
* IN WITNESS WHEREOF, the Grantor has hereunto set its corporate hand and seal this 10th day of May, 1997.

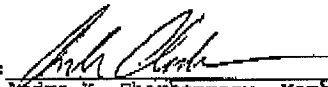
Signed, Sealed and Delivered
in the presence of:

C & C DEVELOPMENT LLC/MARSH
ENTERPRISES, LLC, J.V.


WILLIAM E. BRESLAU

ERIC KNAPP

By: 
Bryan Marsh, Member of Marsh Enterprises, LLC, a general partner of C & C Development LLC/Marsh Enterprises, LLC, J.V.

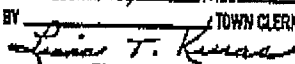

WILLIAM E. BRESLAU

Cynthia J. Foley

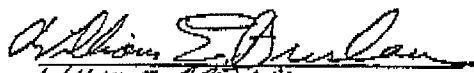
By: 
Andre K. Charbonneau, Member of C & C Development, LLC, a general partner of C & C Development LLC/Marsh Enterprises, LLC, J.V.

STATE OF Connecticut)
COUNTY OF Tolland)

ss. Vernon

Personally appeared BRYAN MARSH, Member of Marsh Enterprises, LLC, a general partner of C & C Development LLC/ Marsh Enterprises, LLC, J.V. duly authorized, signer and sealer of the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained and that the same is his free act and deed, and the free act and deed of said limited liability company, before me, the undersigned officer.

RECEIVED FOR RECORD 5/12 19 97
AT 4:15 PM
RECORDED IN SOUTH WINDSOR
LAND RECORDS VOL 945 PAGE 75
BY 
TOWN CLERK


WILLIAM E. BRESLAU
Commissioner of the Superior Court/
Notary Public

Title Abstract

360 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Isabella P. Higgins dated 11/22/94 Volume 822, Page 111 from Robert D. Milkie

Isabella P. Higgins Date of Death (D.O.D) November 03, 2003

LIENS ON TITLE:

\$400,000 Private Mortgage dated 11/22/94 Volume 822 Page 111 assigned on
2/21/06 in Volume 1795, Page 120 from The Estate of Isabella P. Higgins to
Bertram E. Higgins, Jr., Carol H. Dennis and Marjorie H. Milkie.



Total Valuation Services, LLC

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Account #:	0004007	No image is currently available for this property <i>I Sabella P. Higgins to Robert D. milkie</i>
Location:	0360 ELLINGTON ROAD	
Sale Date:	11/22/94	
Sale Price:	500000	
Assessment:	220500	
Deed Type:		
Vol / Page:	822 109 11/22/94	
Map:	13 23	
Exempt:		
Zone:	CD	
Total Area:	21.00	
Census Tract:	4871	
		G.L.A.:
		Bmnt Finish Area:
		Mezz Finish Area:
		Sprinkler % / Desc:
Year Built:		Effective Age:
Remodel Year:		Economic Life: 35
Occupancy:	VACANT COMM	A.C. %:
Furnace:		Heating Type:
Exterior Siding:		Roof Type:
Comments:		

No graphic is available for this property.

Copyright © 2006 Total Valuation Services, LLC

11/22/94 822 / 109 units 400,000 Assigned to estate of Sabella P. Higgins

2/21/06 1795 / 120 to Bertram E Higgins Jr Carol H. Dennis Margaret H. milkie

12/24/05 1728 / 43 at

12/28/05 1728 / 49 at self storage units

01 of prop descr was

1 open unit 400,000

(Individual)

VOL. 822 PAGE 109



STATUTORY FORM WARRANTY DEED

006671

I, ISABELLA P. HIGGINS, of the Town of South Windsor, County of Hartford,
and State of Connecticut

for

for consideration paid, grants to ROBERT D. MILKIE, of the Town of South Windsor,
County of Hartford, and State of Connecticut

with

WARRANTY COVENANTS

(Description and Encumbrances, if any and any additional provisions)

SEE ATTACHED EXHIBIT A

CONVEYANCE TAX RECEIVED

STATE \$ 250.00 LOCAL \$ 550.00

TOWN CLERK OF SOUTH WINDSOR

Signed this 22nd day of November, 1994

Witnessed by:

[Signature]
JOHN J. WOODCOCK JR.
JOHN K. ROBERTS

[Signature]
Isabella P. Higgins

STATE OF CONNECTICUT,

COUNTY OF HARTFORD

66. South Windsor, CT November 22, 1994

Personally Appeared Isabella P. Higgins
Signer(s) of the foregoing Instrument, and acknowledged the same to be her
free act and deed, before me.

Grantees' Mailing Address

395 Ellington Road

South Windsor, CT 06074

Notary Public, J. J. Woodcock, Jr., Commissioner of Superior Court

JOHN J. WOODCOCK JR.

EXHIBIT A

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of South Windsor, County of Hartford and State of Connecticut, and more particularly bounded and described as follows, to wit:

NORTHERLY: By land now or formerly of Michael Riordan;

EASTERLY: By Ellington Road;

SOUTHERLY: By land now or formerly of Morgan Bradley, Robert L. Murray, and William Kiriya, partly by each;

WESTERLY: By land of the New York, New Haven and Hartford Railroad Company, Robert L. Murray and Michael Riordan, partly by each.

EXCEPTING therefrom the following conveyances:

Warranty Deed to A. J. Bronstein dated November 4, 1953, and recorded in the South Windsor Land Records in Vol. 48, Pg. 65; Amended Certificate of Condemnation to State of Connecticut dated March 24, 1966, and recorded in the South Windsor Land Records in Vol. 113, Pg. 258; Warranty Deed to Marjorie H. Milkie, dated August 15, 1972, and recorded in the South Windsor Land Records in Vol. 153, Pg. 273; Fiduciary's Deed to Admiral Moving and Storage, Inc., dated Aug. 9, 1979, and recorded in the South Windsor Land Records in Vol. 265, Pg. 129; Fiduciary's Deed to South Windsor Associates, dated October 11, 1979, and recorded in the South Windsor Land Records in Vol. 269, Pg. 189; Easement to The Hartford Electric Light Company (Northeast Utilities), dated Oct. 26, 1979, and recorded in the South Windsor Land Records in Vol. 270, Pg. 164.

Being a portion of the premises known as the "Second Piece" in a Quit-Claim Deed from Clifford D. Higgins to Bertram E. Higgins, dated July 19, 1966, and recorded in the South Windsor Land Records in Vol. 115, Pg. 391. Reference is made to a Certificate of Devises dated April 18, 1980 and recorded in Volume 287, Page 257, conveying said premises from the Estate of Bertram E. Higgins to Isabella P. Higgins.

Being the same premises shown as Parcel 4 on a certain map or plan entitled, "SUBDIVISION PLAN PROPERTY OF BERTRAM E. HIGGINS ESTATE ELLINGTON ROAD SOUTH WINDSOR, CONN. EMIL W LUCEK ASSOCIATES SCALE 1" = 100' DATE 8-15-79 DRAWN A.V.H.", which map or plat is on file in the South Windsor Town Clerk's Office.

Containing approximately 21.866 acres.

RECEIVED FOR RECORD 11/22 18 94

3:45 P.M.

TOWN OF SOUTH WINDSOR

VOL. 822 PAGE 109

BY TOWN CLERK

L. T. Kinas
TOWN CLERK

STATUTORY FORM MORTGAGE DEED

006672

L. ROBERT D. MILKIE, of the Town of South Windsor, County of Hartford, and State of Connecticut to secure the payment of **FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS** with interest payable as provided in a certain promissory note dated November 22, 1994 with final maturity on November 22, 2014, (a copy is attached hereto), grant to **ISABELLA P. HIGGINS**, of the Town of South Windsor, County of Hartford, and State of Connecticut with **MORTGAGE COVENANTS**.

SEE ATTACHED EXHIBIT A

Said premises are subject to building, building line and zoning restrictions and taxes on the Grand List of October 1, 1993.


This mortgage is made upon the STATUTORY CONDITION.

Signed this 22nd day of November, 1994.

Witnessed by:

J. J. Woodcock
JAMES J. WOODCOCK


Robert D. Milkie


BENJAMIN E. HIGGINS, JR.

STATE OF CONNECTICUT :

95: South Windsor

November 22, 1994

COUNTY OF HARTFORD :

Then personally appeared ROBERT D. MILKIE, signer and scalar of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.



John J. Woodcock III
Commissioner of the Superior Court

EXHIBIT A

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of South Windsor, County of Hartford and State of Connecticut, and more particularly bounded and described as follows, to wit:

NORTHERLY: By land now or formerly of Michael Riordan;
EASTERLY: By Ellington Road;
SOUTHERLY: By land now or formerly of Morgan Bradley, Robert L. Murray, and William Kiniry, partly by each;
WESTERLY: By land of the New York, New Haven and Hartford Railroad Company, Robert L. Murray and Michael Riordan, partly by each.

EXCEPTING therefrom the following conveyances:

Warranty Deed to A. J. Bronstein dated November 4, 1953, and recorded in the South Windsor Land Records in Vol. 48, Pg. 65; Amended Certificate of Condemnation to State of Connecticut dated March 24, 1966, and recorded in the South Windsor Land Records in Vol. 113, Pg. 258; Warranty Deed to Marjorie H. Milkis, dated August 15, 1972, and recorded in the South Windsor Land Records in Vol. 153, Pg. 273; Fiduciary's Deed to Admiral Moving and Storage, Inc., dated Aug. 9, 1979, and recorded in the South Windsor Land Records in Vol. 265, Pg. 129; Fiduciary's Deed to South Windsor Associates, dated October 11, 1979, and recorded in the South Windsor Land Records in Vol. 269, Pg. 189; Easement to The Hartford Electric Light Company (Northeast Utilities), dated Oct. 26, 1979, and recorded in the South Windsor Land Records in Vol. 270, Pg. 164.

Being a portion of the premises known as the "Second Piece" in a Quit-Claim Deed from Clifford D. Higgins to Bertram E. Higgins, dated July 19, 1966, and recorded in the South Windsor Land Records in Vol. 115, Pg. 391. Reference is made to a Certificate of Devises dated April 18, 1980 and recorded in Volume 287, Page 257, conveying said premises from the Estate of Bertram E. Higgins to Isabella P. Higgins.

Being the same premises shown as Parcel 4 on a certain map or plan entitled, "SUBDIVISION PLAN PROPERTY OF BERTRAM E. HIGGINS ESTATE ELLINGTON ROAD SOUTH WINDSOR, CONN. EMIL W. LUCEK ASSOCIATES SCALE 1" = 100' DATE 8-15-79 DRAWN A.V.H.", which map or plan is on file in the South Windsor Town Clerk's Office.

Containing approximately 21.866 acres.

VOL. 822 PAGE 113
MORTGAGE NOTE

\$400,000.00

November 22, 1994
South Windsor, Connecticut

FOR VALUE RECEIVED, I, **ROBERT D. MILKIE** of the Town of South Windsor, County of Hartford and State of Connecticut, (hereinafter referred to as Maker), promise to pay to the order of **ISABELLA P. HIGGINS** of the Town of South Windsor, County of Hartford and State of Connecticut, (hereinafter referred to as Holder), the principal sum of **FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS**, with interest from the date hereof on the unpaid balance at the rate of **FIVE (5%) PERCENT** per annum, together with all costs of collection, including a reasonable attorney's fee, if (a) this note shall be referred after default to an attorney-at-law for collection, or if (b) an action of foreclosure shall be instituted after default on this Note or any Mortgage securing this Note, or if (c) an action shall be instituted protecting or sustaining the lien of said Mortgage or any litigation or controversy arising from or connected with this Note or the Mortgage securing the same, or if (d) an action of foreclosure shall be instituted after default by a prior or subsequent encumbrances on any Mortgage relating to the property securing this Note. The undersigned promises to pay said principal and interest to the Holder at 395 Ellington Road, South Windsor, Connecticut, or at such other place as the Holder hereof may designate in writing as follows:

Maker shall pay monthly payments of **TWO THOUSAND SIX HUNDRED AND THIRTY NINE and 82/100 (\$2,639.82) DOLLARS** per month with the first payment being due on December 22, 1994, and with the final payment of all accrued principal and interest becoming due on November 22, 2014.

The entire principal of this Note shall be due and payable forthwith hereof if the Maker conveys the premises, or any part thereof, mortgaged to secure this Note, or if title shall become vested in any other person or persons in any manner whatsoever.

The undersigned further agrees to pay all taxes and assessments on the mortgaged property; to keep the same free from liens; to keep in a good state of repair all buildings and personal property mortgaged to secure this Note; to keep the same insured against loss of fire or otherwise, in an amount not less than the principal balance hereof, naming the Holder as a Loss Payee on any insurance policy in such forms of insurance as may be required by the Holder hereof, and, if there shall be a prior Mortgage or Mortgages on the property, to perform all agreements contained in such prior Mortgage or Mortgages and the Note or Notes secured thereby.

The undersigned reserves the right to pay at any time the entire unpaid principal with interest accrued thereon to the date of payment with no penalty and also reserves the right to pay on the principal on any day on which a principal payment is due an amount equal to one or more of the principal payments next due.

The undersigned shall pay to the Holder hereof a late charge of five (5%) percent of any payment not received by the Holder hereof within fifteen (15) days after the installment is due.

If any payment due hereunder shall not have been paid within thirty (30) days after the same is due, or if any other agreement of the Maker herein contained shall be in default and shall not have been fully performed within thirty (30) days after written notice of default has been mailed to any Maker hereof, (addressed to the last known place of abode of any Maker hereof), then the entire unpaid principal, with accrued interest, shall be at the option of the Holder hereof, become due and payable forthwith. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If there shall be more than one Maker of this Note, the obligation of the undersigned shall be joint and several.

This Note is secured by a Mortgage on property located on the West Side of Ellington Road, South Windsor, Connecticut, consisting of 21.866 acres.

Robert D. Milkie

This note is secured by a mortgage on property located in the Town of South Windsor, County of Hartford, and State of Connecticut.

NOV 22 1994
RECEIVED FOR RECORD
3:45 P.M.
RECORDED IN SOUTH WINDSOR
TOWN RECORDS VOL. 822 PAGE 111
BY *Shirley S. Blaylock*
ASSISTANT TOWN CLERK

VOL. 1795 PAGE 120

852

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

THE ESTATE OF ISABELLA P. HIGGINS assigns to BERTRAM E. HIGGINS, JR., CAROL H. DENNIS and MARJORIE H. MILKIE, a certain mortgage from ROBERT D. MILKIE to ISABELLA P. HIGGINS, in the principal sum of \$400,000.00 dated November 22, 1994, and recorded in the Volume 822 at Page 111. -

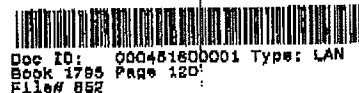
IN WITNESS WHEREOF, said corporation has affixed its seal this 9th day of February, 2006.

ESTATE OF ISABELLA P. HIGGINS

Wendy Crocker
Wendy Crocker

Sarah P. Logan
Sarah P. Logan

Carol H. Dennis
By: CAROL H. DENNIS
Executrix of the Estate of
Isabella P. Higgins



State of Connecticut

ss South Windsor

February 9, 2006

County of Hartford

Personally appeared, Carol H. Dennis, Executrix of the Estate of Isabella P. Higgins, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of The Estate of Isabella P. Higgins, before me.

RECEIVED FOR RECORD
DATE 2/10/06 TIME 11:54 AM

Anna G. Samuel
TOWN CLERK, SOUTH WINDSOR, CT

Assistant

Sarah P. Logan
Sarah P. Logan
Notary Public

SARAH P. LOGAN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2010

Title Abstract

SECONDARY PARCEL

359 ELLINGTON ROAD

FEE SIMPLE TITLE IN:

Bertram E. Higgins, Jr., Carol H. Dennis and Marjorie H. Milkie dated 1/13/98
Volume 984 Page 11 from Isabella P. Higgins (D.O.D. 11/3/03)

LIENS ON TITLE:

\$0

4 (C)



Total Valuation Services, LLC

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Account #:	0004009	No image is currently available for this property Isabella P. Higgins to Dennis Carol H. Dennis Bertram Higgins Sr Margorie H. Minkie	
Location:	0359 ELLINGTON ROAD		
Sale Date:	01/13/98		
Sale Price:			
Assessment:	40800		
Deed Type:	N		
Vol / Page:	984 11 113/58		
Map:	13 17		
Exempt:			
Zone:	CD		
Total Acre:	24.95		
Census Tract:	4875		
		G.L.A.:	
		Bsmt Finish Area:	
		Mazz Finish Area:	
		Sprinkler % / Desc:	
Year Built:		Effective Age:	
Remodel Year:		Economic Life:	
Occupancy:	VACANT INDUST	A.C. %:	
Furnace:		Heating Type:	
Exterior Siding:		Roof Type:	
Comments:			

No graphic is available for this property.

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2/21/06 1795 / 118

~~2/21/06 1795 / 120~~

Est. Isabella Higgins Probate Est
CDU

~~2/21/06 1795 / 120~~

To all People to whom these Presents shall come, Greeting: 000180

KNOW YE, THAT ISABELLA P. HIGGINS of the Town of South Windsor, County of Hartford and State of Connecticut ("Releasor")

for divers good causes and considerations thereunto moving, especially for good and valuable consideration

received to my full satisfaction of MARJORIE H. MILKIE and CAROL H. DENNIS, both of the Town of South Windsor, County of Hartford and State of Connecticut, and BERTRAM HIGGINS, JR., of the Town of Hebron, County of Tolland and State of Connecticut ("Releasees")

have remised, released, and forever quit-claimed, and do by these presents, for myself and heirs, justly and absolutely remise, release, and forever

QUIT-CLAIM unto the said Releasees, equally and as tenants in common, their

heirs and assigns forever, all such right and title as I the said Releasor

has or ought to have in or to an undivided three-twentieths (3/20) of my interest in and to a certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town of South Windsor, County of Hartford and State of Connecticut, and being bounded and described as follows, to wit:

NORTHERLY: By land now or formerly of Robert L. Jillson;
EASTERLY: By land now or formerly of Robert L. Jillson;
SOUTHERLY: By land now or formerly of E.P. and Edward Burnham; and
WESTERLY: By Ellington Road.

EXCEPTING therefrom the following conveyances:

Quit Claim Deed to Marjorie H. Milkie and Carol H. Dennis and Bertram Higgins, Jr. dated August 23, 1988 and recorded in the South Windsor Land Records in Volume 537 at Page 348; Quit Claim Deed to Bertram E. Higgins dated November 14, 1963 and recorded in the South Windsor Land Records in Volume 99, Page 248; Warrantee Deed to Bertram E. Higgins, Jr. and Susan M. Higgins dated March 16, 1973 and recorded in the South Windsor Land Records in Volume 162, Page 308; Warrantee Deed to Thomas G. Dennis and Carol H. Dennis dated March 16, 1973 and recorded in the South Windsor Land Records in Volume 162, Page 311; Easement to The Hartford Electric Light Company (Northeast Utilities) dated October 26, 1979 and recorded in the South Windsor Land Records in Volume 270, Page 162.

Being a portion of the premises known as the "Second Piece" in a Quit Claim Deed from Clifford D. Higgins to Bertram E. Higgins dated July 19, 1966 and recorded in the South Windsor Land Records in Volume 115, Page 391.

Containing 23.45 acres.

Being the same premises vested in the releasor herein by Certificate of Devise from the Estate of Bertram E. Higgins dated April 18, 1980 and recorded in the South Windsor Land Records in Volume 287, Page 257.

CONVEYANCE TAX RECEIVED
STATE * LOCAL * NO. X
TOWN CLERK OF SOUTH WINDSOR

To Have and To Hold the premises unto them the said Releasees

and to their heirs and assigns, to the only use and behoof of them, their heirs and assigns forever, so that neither I, the said Releasor, nor any person or persons in my name(s) and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF. I, ISABELLA P. HIGGINS

have hereunto set my hand this 17th day of January 1998

Signer and Delivered in the presence of (Type or Print name below each signature.)

[Signature]
John J. Woodcock III
Renee R. Piazza
Renee R. Piazza

[Signature]
Isabella P. Higgins

STATE OF CONNECTICUT,
COUNTY OF HARTFORD

ss. South Windsor

January 13, 1998

Personally Appeared ISABELLA P. HIGGINS
Signer of the foregoing Instrument, and acknowledged the same to be her
free act and deed, before me.

[Signature]
John J. Woodcock III
Notary Public / J. of Peace / Commissioner of Superior Court

STATE OF CONNECTICUT,
COUNTY OF

ss.

19

Personally Appeared, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be free act and deed as such and the free act and deed of said corporation/partnership, before me.

Grantees' Address:

395 Ellington Road

South Windsor, CT 06074

Notary Public / J. of Peace / Commissioner of Superior Court

1998 JAN 13 98 TIME 11:15 AM
TOWN CLERK, SOUTH WINDSOR

VOL. 1795 PAGE 118

STATE OF CONNECTICUT

RECORDED:

CERTIFICATE OF
DEVISE, DESCENT,
OR DISTRIBUTION
PC-250 REV. 1/92

COURT OF PROBATE

[Type or print in black ink. File certificate with town clerk
where real property is situated.]

851

COURT OF PROBATE, DISTRICT OF East Windsor

DISTRICT NO. 047

ESTATE OF

DATE OF DEATH

ISABELLA P. HIGGINS (03-0385)

November 03, 2006

Pursuant to C.G.S. §45a-450, this certifies that as appears from the records of this court, said deceased died on the date above written, and the following real property interests of the decedent is devised or distributed or set out or divided or descends to: [Give name, place of residence, and share of distributives. Give street or lot number of real property, or, if none, a brief description of the location. C.G.S. §45a-450.]

Carol H. Dennis, 200 Clinton Drive, South Windsor, CT 06074 and to Marjorie H. Milkie, 493 Chapel Road, South Windsor, CT 06074 and to Bertram E. Higgins, Jr. 218 Hope Valley Road, Amston, CT 06231, IN EQUAL SHARES:

ALL interest the decedent may have in and to a certain piece or parcel of undeveloped land located on Ellington Road, South Windsor, CT and known as 359 Ellington Road, and more particularly described in Schedule A attached hereto and made a part hereof.

Doc ID: 000461890002 Type: LAN
Book 1795 Page 118 - 119
File# 851

For a more particular description, reference should be made to the records of said probate court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this court

on this 15th day of February, 2006.

Court
Seal

Marianne Lassman Fisher

Marianne Lassman Fisher, Judge

FOR TOWN CLERK'S USE ONLY

FOR COURT USE ONLY

Original to:
Date sent:

CERTIFICATE OF DEVISE, DESCENT, OR DISTRIBUTION
PC-250

VOL. 1795 PAGE 119

Certificate of Devise

ESTATE OF ISABELLA P. HIGGINS
2/15/06

SCHEDULE A

OF DEATH

November 03, 2001

written,
same place
on C.G.S.oad,
L

e court.

ourt

r, Judge

An undivided 7½ interest in and to of a certain piece or parcel of land, with the buildings and improvements thereon; situated in the Town of South Windsor, County of Hartford and State of Connecticut and being bounded and described as follows to wit:

NORTHERLY: By land now or formerly of Robert L. Jillson;
EASTERLY: By land now or formerly of Robert L. Jillson;
SOUTHERLY: By land now or formerly of E.P. and Edward Burnham; and
WESTERLY: By Ellington Road;

Excepting therefrom the following conveyances:

Quit Claim Deed to Bertram E. Higgins dated November 14, 1963 and recorded in the South Windsor Land Records in Volume 99 at Page 248 (Parcel No. 1 above); Warrantee Deed to Bertram E. Higgins, Jr. and Susan M. Higgins, dated March 16, 1973 and recorded in the South Windsor Land Records in Volume 162 at Page 308; Warrantee Deed to Thomas G. Dennis and Carol H. Dennis dated March 16, 1973 and recorded in the South Windsor Land Records in Volume 162 at Page 311; Quit Claim Deeds from Isabella P. Higgins to Marjorie H. Milkie, Carol H. Dennis and Bertram Higgins, Jr. dated August 23, 1988 and recorded Vol. 537, Page 348; December 16, 1994 and recorded Vol. 535, Page 46; January 9, 1995 and recorded Vol. 537, Page 357; February 23, 1996 and recorded Vol. 880, Page 50; December 18, 1997 and recorded Vol. 980, Page 94; and January 13, 1998 and recorded Vol. 827, Page 11; and an Easement to The Hartford Electric Light Company (Northeast Utilities) dated October 26, 1976 and recorded Vol. 270, Page 162.

Being the "Third Piece" in a Certificate of Devise from the Estate of Bertram E. Higgins to Isabella P. Higgins dated April 18, 1980 and recorded in the South Windsor Land Records at Vol. 287, Page 257.

Said Parcel contains, 23.45 acres.

RECEIVED FOR RECORD

DATE 02/21/06 TIME 11:54 A.M.

TOWN CLERK, SOUTH WINDSOR, CT

Assistant