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DECLARATION OF  
RESTRICTION AND GRANT OF EASEMENT

*Judith W. Alberts*

This Declaration of Restriction and Grant of Easement ("Declaration") is made  
this 17th day of August, 2004, between THE LINEMASTER SWITCH  
CORPORATION ("the Grantor") and the UNITED STATES OF AMERICA, and its assigns  
("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property (the "Property")  
known as 29 Plaine Hill Road located in the Town of Woodstock, Windham County,  
Connecticut designated at Lot 1A, Block 51 on the tax map #5781 of the Town of Woodstock in  
Windham County, more particularly described on Exhibit A, which is attached hereto and made a  
part hereof;

WHEREAS, the Property is part of the Linemaster Switch Corporation Superfund Site  
("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105  
the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §  
9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by  
publication in the Federal Register on February 21, 1990, 55 Fed. Reg. 6161.

WHEREAS, in a Record of Decision ("Record of Decision" or "ROD"), dated July 21  
1993, the EPA Region I Regional Administrator selected a remedial action for the Site, which  
provides, in part, for the following actions: soil vacuum extraction of contaminated soils,  
extraction and treatment of contaminated groundwater, and placement of land use restrictions in  
the local land records office (the "Remedial Action").

CONVEYANCE TAX RECEIVED  
State \$ \_\_\_\_\_  
Local \$ \_\_\_\_\_  
*Judith W. Alberts*  
Town Clerk of Woodstock

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WHEREAS, the Grantor has agreed to perform the Remedial Action at the Site pursuant to a Consent Decree issued in United States of America and The State of Connecticut v. Linemaster Switch Corporation, Inc., D. Conn. 1995, Civil Action Nos. 3:94CV01709, 3:94CV01710, (the "Consent Decree"), which Consent Decree is recorded in the Town of Woodstock Land Records at Volume 253, Page 7; and

WHEREAS, CME/CPK Design Group has prepared a survey and map for Grantor entitled "Class 'D' Plan Prepared for Linemaster Switch Corporation, Route 169 & Route 171 and Plaine Hill Road, Woodstock, CT" Dated April 17, 2003 Revised 6/10/03 and 6/17/04. Scale 1"=100'. CME/CPK Design Group, Woodstock, CT (the "Map"), on file with the Woodstock Town Clerk as Map # 1970 ; which includes an area delineated as the "Soil Restriction Area";

WHEREAS, to prevent exposure to or migration of hazardous substances, pollutants, or contaminants and to abate hazards to human health and the environment, and in accordance with the Record of Decision and the Consent Decree, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Property and to grant this Declaration to the Grantee on the terms and conditions set forth below; and

WHEREAS, the Grantor intends that this Declaration shall run with the land and be binding upon and enforceable against the Grantor and the Grantor's successors and assigns;

NOW, THEREFORE, the Grantor covenants and agrees as follows:

1. Purpose. In accordance with the Record of Decision and the Consent Decree, the purpose of this Declaration is to prevent human exposure to contaminated soil and groundwater underlying the Property, to prevent activities that would adversely affect or alter the Remedial

Action at or on the Property, to prevent activities that would increase the extent of groundwater contamination at the Site, to prevent activities that would alter certain wetlands at the Property, and to protect human health and the environment.

2. Restrictions Applicable to the Property. In furtherance of the purposes of this Declaration, the Grantor shall assure that subsequent to the date hereof, use, occupancy, and activity of and at the Property are restricted as follows:

(a) The groundwater underlying the Property shall not be withdrawn or used for consumption or any other purposes, except:

(i) where groundwater contaminant levels have been reduced through treatment and attain drinking water contaminant levels, with prior approval by EPA, or

(ii) for the limited purpose of treating and monitoring groundwater contamination levels in accordance with the performance of the Remedial Action; or

(iii) where otherwise approved by EPA.

(b) Where the withdrawal or use of the groundwater underlying the Property has been approved by EPA in accordance with Paragraph 2(a)(i) or 2(a)(iii) above, the pumping of existing water supply wells and installation of future water supply wells shall be restricted as follows.

(i) The water supply well (GW-08) located at the Property as of the date of the recording of this Declaration, as shown on the Map, shall not be used to extract more than ninety thousand (90,000) gallons of water per month, without prior EPA approval. As part of the 90,000 gallons of water that may be extracted each month, Grantor shall provide potable water from its water supply well GW-08 to

that property more particularly described on Exhibit B presently owned by Nancy B. Blakely and designated on the tax map #5781 of the Town of Woodstock as Lot 1, Block 51. Grantor shall maintain a meter to monitor total water usage, and shall submit a report to EPA every three (3) months which documents the actual gallons of water extracted during each of the prior three (3) months. This quarterly reporting schedule may be modified with EPA approval.

(ii) Grantor shall also be required to monitor water supply well GW-9 (also referred to as GW-09db) located at that property more particularly described on Exhibit C, presently owned by Paul Monaco and designated on the tax map #5781 of the Town of Woodstock as Lot 2 Block 51 (the "Monaco Property"). Grantor shall maintain a separate meter for each of the properties served by GW-9 and shall submit a report to EPA every three (3) months which documents the actual gallons of water extracted and delivered to each of the properties served by GW-9 during each of the prior three (3) months. This reporting and schedule may be modified with EPA approval.

(iii) As of the date of the recording of this Declaration, no additional water supply wells shall be installed anywhere within the Property, without prior approval of EPA, and in accordance with all applicable laws.

(c) The area of the Site as delineated as the Soil Restriction Area on the Map (the "Soil Restriction Area") shall be used solely for commercial or industrial activity, as this term is defined in Section 22a-133k-1(a)(29) of the Regulations of Connecticut State Agencies, unless other uses of the Soil Restriction Area are

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approved by EPA. Grantor shall maintain iron monuments as markers at the boundaries of the Soil Restriction Area, as shown on the Map.

(d) Unless prior approval is provided by EPA, no excavation or construction activities shall be undertaken within (i) the Soil Restriction Area; and/or (ii) within the bedrock under the Property. In addition, unless prior approval is provided by EPA, no excavation or construction activities that include dewatering, or lowering the groundwater table, shall be undertaken outside of the Soil Restriction Area. Unless otherwise agreed to by EPA, all requests for such EPA approvals shall include a plan to perform monitoring in order to assess the health and safety of workers and others present during excavation or construction.

(e) Unless prior approval is provided by EPA, any alteration of the vegetation or hydrology of the Northwest Wetland Area of the Blakely Property, as delineated on the Map (and bounded by the Edge of the Wetland Soils to the east and by the Property boundaries to the north, west, and south), in any way or by any means or activity, including but not limited to cutting, mowing, grazing, cultivation, draining, dredging, filling, or the construction of any dwelling or structure is prohibited.

(f) The restrictions contained in Paragraph 2(a) through 2(e) above shall remain in effect as long as Contaminated Soil and Contaminated Groundwater (as such terms are defined on Attachment 1 attached hereto) are present at the Site, as determined by EPA.

3. Except as required by EPA as part of the Remedial Action, no action shall be taken, allowed, suffered or omitted by Grantor, without the prior approval of the EPA, if such action or omission is reasonably likely to:

- (a) Create a risk of migration of the hazardous substances, pollutants or contaminants, including but not limited to groundwater contamination, or a potential hazard to human health or the environment resulting from the hazardous substances, pollutants or contaminants;
- (b) Result in a disturbance of the structural integrity of any engineered controls designed or utilized at the Property to contain the hazardous substances, pollutants or contaminants or limit human exposure to the hazardous substances, pollutants or contaminants; or
- (c) Interfere with the performance of the Remedial Action or other response activities on the Property.

4. Alterations of Property. Except for EPA approval provided pursuant to Paragraph 2(d)(concerning excavation and construction activities), Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of any of the Property inconsistent with this Declaration unless the Grantor has first recorded the Grantee's written approval of such alteration upon the land records of the Town of Woodstock.

5. Grant of Easement. In consideration of the terms of the Consent Decree, Grantor hereby grants and conveys to the Grantee, its agents, contractors, and employees, the Connecticut Department of Environmental Protection ("DEP"), its agents, contractors, and employees, and to any other person performing the Remedial Action under the direction thereof, a non-exclusive easement (the "Easement") over the Property as necessary for access to carry out any actions to

abate a threat to human health or the environment, including specifically, actions undertaken pursuant to the Consent Decree. Pursuant to this Easement, the Grantee, its agents, contractors, and employees, the DEP, its agents, contractors, and employees, and any person performing remediation activities under the direction thereof, may enter upon and inspect the Property and perform such investigations and actions as the Grantee deems necessary for any one or more of the following purposes:

- a) Monitoring the activities performed pursuant to the Consent Decree;
- b) Verifying any data or information submitted to the Grantee pursuant to the Consent Decree;
- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;
- e) Assessing the need for, planning, or implementing additional response actions at or near the Site; and
- f) Ensuring that the use, occupancy, and activities of and at the Property are consistent with this Declaration.

6. Notice and Time of Entry onto Property. Entry onto the Property pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if the Grantee determines that immediate entry is necessary to protect human health or the environment.

7. Notice to Lessees and Other Holders of Interest in the Property. Grantor, or any future holder of any interest in the Property, shall cause any lease, grant, or transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply

with this Declaration. The failure to include such provision shall not affect the validity or applicability to the Property of this Declaration.

8. Enforcement of Declaration. This Declaration shall be enforceable by the Grantee, its representatives and assigns, in accordance with applicable law.

9. Effect of EPA Approval. The issuance of approval by EPA to the Grantor pursuant to any paragraph of this Declaration shall not relieve the Grantor of its responsibility to obtain any Federal, State, or local permits or approvals required under applicable law.

10. Issuance of EPA Approval. The issuance of approval by EPA to the Grantor pursuant to any paragraph of this Declaration shall be in written form, and shall be issued by the Geographic Section Chief assigned by EPA to the Site. Except for EPA approval provided pursuant to Paragraph 2(d)(concerning excavation and construction activities), the issuance of any EPA approval to the Grantor pursuant to this Declaration shall be in recordable form and shall be recorded by Grantor in the Town of Woodstock Land Records. No oral representations by EPA personnel, or EPA guidance or policy documents shall relieve the Grantor of its responsibility to obtain any EPA approval in the form required herein.

11. Notification and Reporting. Whenever, under the terms of this Declaration, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing.

As to EPA:

Remedial Project Manager for the Linemaster Switch  
Corporation Superfund Site  
EPA New England  
One Congress Street, Suite 1100



Boston, MA 02114-2023

As to DEP  
Remedial Project Manager  
Remedial Section  
Bureau of Waste Management  
Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106

As to Grantor:

Joseph Carlone, President  
The Linemaster Switch Corporation  
29 Plaine Hill Road  
P.O. Box 238  
Woodstock, CT 06281-0238

12. Withdrawal of EPA Approval. In the event that Site conditions change after the issuance of any EPA approval provided pursuant to this Declaration, EPA may withdraw or rescind an approval previously issued in order to protect human health and the environment. Except where the initial approval was not required to be recorded as specified in Paragraph 10, the issuance of any withdrawal of EPA approval to the Grantor pursuant to this Declaration shall be in recordable form and shall be recorded by Grantor in the Town of Woodstock Land Records.

13. No Limitation of Authority. Nothing in this Declaration shall be deemed to limit any authority of the United States to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants on, at, or from the Site, or to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants on, at, or from the Site.

14. Covenants. Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of encumbrances, except those noted on Attachment 2 attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

15. Reserved Rights of Grantor. Grantor hereby reserves unto itself, its successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and easements granted herein.

16. No Public Access and Use. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

17. Severability and Termination. If any court of competent jurisdiction determines that any provision of this Declaration is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect. Further, in either case, the Grantor shall submit a copy of this Declaration and of the judgment of the Court to the Grantee. This Declaration shall be terminated if the Grantee provides written notification of such termination.

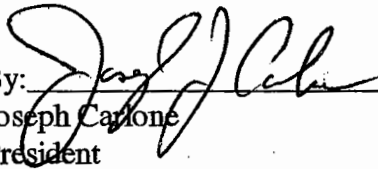
18. Binding Effect. All of the terms, covenants and conditions of this Declaration shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and

each owner and any other party entitled to possession or use of the Property during such period of ownership or possession.

IN WITNESS WHEREOF, The Linemaster Switch Corporation has executed this Declaration

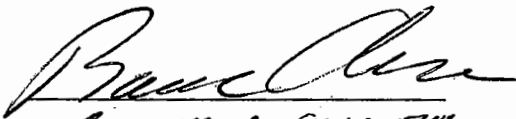
the 17<sup>th</sup> day of August, 2004.

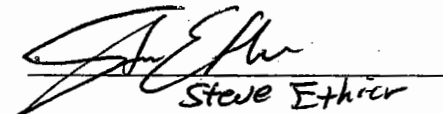
THE LINEMASTER SWITCH CORPORATION

By:   
Joseph Carlone  
President

SIGNED, SEALED AND DELIVERED

In the Presence of:

  
EDWARD A. SPARANO

  
Steve Ethier

STATE OF CONNECTICUT )

) ss. Woodstock, August 17, 2004

COUNTY OF WINDHAM )

Personally appears Joseph Carlone, President of The Linemaster Switch Corporation, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said corporation before me.



Commissioner of the Superior Court  
Notary Public

My Commission Expires:

EDWARD A. SPARANO

List of Attachments/Exhibits:

Attachment 1: Definitions

Attachment 2: List of encumbrances on the Property, as of August 17, 2004.

Exhibit A: Property of The Linemaster Switch Corporation

Exhibit B: Property of Nancy B. Blakely

Exhibit C: Property of Paul Monaco

**ATTACHMENT 1****DEFINITIONS**

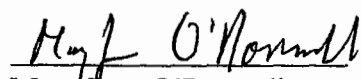
Whenever the terms listed below are used in this DECLARATION OF RESTRICTION AND GRANT OF EASEMENT, the following definitions shall apply:

"Contaminated Groundwater" shall mean groundwater at or from the Site that does not attain the Interim Cleanup Levels established by EPA pursuant to the Consent Decree. In the event that Final Cleanup Levels are established pursuant to the Consent Decree that differ from the Interim Cleanup Levels, Contaminated Groundwater shall mean groundwater at or from the Site that does not attain the Final Cleanup Levels established by EPA pursuant to the Consent Decree.

"Contaminated Soil" shall mean soils that do not attain the Soil Cleanup Levels for the Site required by EPA in the Consent Decree.

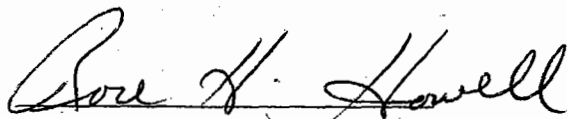
## APPROVAL UNDER PARAGRAPH 2(a)(i) OF DECLARATION

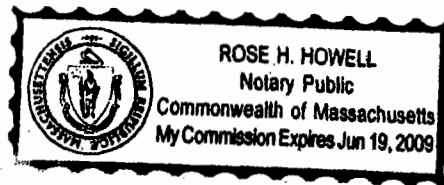
Pursuant to Paragraph 2(a)(i) of the Declaration of Restriction and Grant of Easement which is recorded in the Town of Woodstock Land Records at Volume 420, Page 415 the U.S. Environmental Protection Agency ("EPA") hereby approves the use of groundwater from water supply well GW-08 at the Property for all purposes, including, but not limited to, use as drinking water. The number of gallons of water that are permitted to be withdrawn from this well each month, and reporting requirements to EPA on the number of gallons withdrawn from this well, are provided in Paragraph 2(b)(i) of the Declaration.

  
Mary Jane O'Donnell  
Geographic Section Chief  
EPA New England  
One Congress Street  
Suite 1100  
Boston, MA 02114-2023

Dated: 7/16/04

SIGNED, SEALED AND DELIVERED  
In the Presence of:



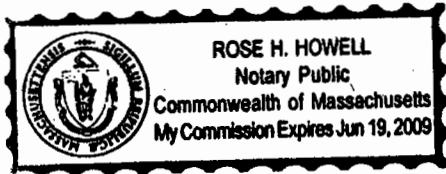


COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

*July 16*, 2004

Then personally appeared the above-named Mary Jane O'Donnell, as Geographic Section Chief of the U.S. Environmental Protection Agency New England Office, and acknowledged the foregoing instrument to be her free act and deed, before me:



*Rose H. Howell*  
Notary Public  
My Commission Expires: *6/19/2009*



## ATTACHMENT 2

**LIST OF ENCUMBRANCES ON THE PROPERTY  
OF THE LINEMASTER SWITCH CORPORATION  
AS OF AUGUST 17, 2004**

1. Current taxes.
2. Rights of the American Telegraph Company referenced in a deed dated April 11, 1952 and recorded in Volume 52 at Page 250 of the Woodstock Land Records.
3. Easement to the Connecticut Light and Power Company dated May 16, 1952 and recorded in Volume 52 at Page 395 of the Woodstock Land Records.
4. The right of Nancy B. Blakely, her heirs, executors, administrators, licensees, invitees, lessees and assigns to pass on foot and with vehicles over the entire length of a certain circular or rotary driveway leading from Route No. 169 to Plaine Hill Road, and obligations to maintain said driveway as set forth in a deed dated April 28, 1960 and recorded in Volume 56 at 603 of the Woodstock Land Records
5. The following Connecticut Department of Environmental Protection and/or U.S. Environmental Protection Agency Orders and Consent Decrees:
  - a. Order dated April 8, 1986 and recorded in Volume 149 at Page 89;
  - b. Consent Order dated July 28, 1988 and recorded in Volume 183 at Page 392;
  - c. Order dated March 6, 1989 and recorded in Volume 189 at Page 383;
  - d. Consent Decree dated January 13, 1995 and recorded in Volume 253 at Page 7;
  - e. Consent Decree dated November 29, 1994 and recorded in Volume 254 at Page 218, all of the Woodstock Land Records.
6. Notice of Sewer Assessments by the Town of Woodstock recorded in Volume 264 at Page 257 on April 4, 1996 in the Woodstock Land Records.
7. Terms of an Easement from Nancy B. Blakely recorded on August 8, 1997 in Volume 277 at Page 443 of the Woodstock Land Records.
8. Sewer Lien in favor to the Town of Woodstock recorded in Volume 297 at Page 392 on March 23, 1999 of the Woodstock Land Records.
9. A Tri-Party Boundary Line Agreement by and among The Linemaster Switch Corporation, Nancy B. Blakely and Ronald Sheldon and Linda Blackmer dated July 12, 2001 and recorded in Volume 329 at Page 184 of the Woodstock Land Records.

10. A right of way in favor of Ronald Sheldon and Linda Blackmer set forth in a deed dated July 12, 2001 and recorded in Volume 329 at Page 206 of the Woodstock Land Records.
11. Such state of facts as shown on Maps 818, 1752, 1753, and 1772 filed in the Office of the Woodstock Town Clerk

The appurtenant sewer easement is also subject to Notice of Sewer Assessment in favor of the Town of Woodstock recorded in Volume 264 at Pages 258 on April 4, 1996 of the Woodstock Land Records.

The property is further encumbered by:

1. UCC-1 Financing Statement from The Linemaster Switch Corporation to Nancy B. Blakely recorded in Volume 348 at Page 490 on June 24, 2002 in the Woodstock Land Records. This item is subordinated to this Declaration by Subordination of Interest in Real Estate by Nancy B. Blakely dated **June 4**, 2004 and recorded herewith in the Woodstock Land Records.
2. UCC-1 Financing Statement from The Linemaster Switch Corporation to Commonwealth National Bank recorded on June 23, 2003 in Volume 376 at Page 364 of the Woodstock Land Records. This item is subordinated to the insured Declaration by Subordination of Interest in Real Estate by Commonwealth National Bank dated **June 4**, 2004 and recorded herewith in the Woodstock Land Records.
3. Negative Pledge from The Linemaster Switch Corporation to Commonwealth National Bank dated June 19, 2003 and recorded on June 23, 2003 in Volume 376 at Page 370 in the Woodstock Land Records. This item is, by its terms, subject to the insured Declaration.

EXHIBIT A

## Property of The Linemaster Switch Corporation

A certain parcel of land shown as land located in the Town of Woodstock, County of Windham, State of Connecticut shown as land "n/f The Linemaster Switch Corporation Area = 49.7± Acres," and as "Area 'C' Land to be Conveyed from Ronald Sheldon & Linda Blackmer to Linemaster Switch Corporation Area = 5.5± Acres," both on a map entitled "Class 'D' Plan Prepared for The Linemaster Switch Corporation Route 169, Route 171 & Plaine Hill Road Woodstock, CT" Dated: April 17, 2003 Revised: 6/10/03 and 6/17/04 Scale: 1" = 100'" prepared by CME/CPK Design Group, Woodstock, CT, together bounded and described as follows;

Beginning at an iron rod in the street line of Route 169 marking a Southerly frontage corner of the herein described parcel and a Northerly frontage corner of proposed Tract "A" as depicted on the aforementioned plan;

Thence, South 65 degrees 19 minutes 27 seconds West 40.00 feet to an iron rod;

Thence, South 77 degrees 08 minutes 59 seconds West 92.07 feet to an iron rod;

Thence, Northwesterly following a curve to the right having a radius of 225.00 feet and for a length of 361.19 feet to an iron rod;

Thence, South 90 degrees 00 minutes 00 seconds West 180.00 feet to an iron rod;

Thence, South 28 degrees 57 minutes 29 seconds West 199.33 feet to an iron rod;

Thence, South 00 degrees 36 minutes 28 seconds East 110.69 feet to an iron rod;

Thence, South 39 degrees 07 minutes 46 seconds West 273.49 feet to an iron rod;

Thence, South 07 degrees 11 minutes 54 seconds West 317.54 feet to an iron rod in the Northerly street line of Route 171 as depicted on said plan, the last eight courses following said Tract "A";

Thence, South 73 degrees 55 minutes 12 seconds West 165.00 feet to a Connecticut Highway Department Monument (CHD);

Thence, by an angle to the left of 168 degrees 53 minutes 48.60 feet to a CHD;

Thence, by an angle to the left of 164 degrees 43 minutes 165.01 feet to a CHD;

Thence, by angle to the left of 173 degrees 10 minutes 99.48 feet to a CHD;

Thence, by an angle to the left of 176 degrees 29 minutes 130.81 feet to a CHD;

Thence, by an angle to the left of 177 degrees 48 minutes 192.68 feet to a CHD;

Thence, by an angle to the left of 178 degrees 31 minutes 372.06 feet to a CHD;

Thence, by an angle to the right of 173 degrees 49 minutes 144.54 feet to a CHD;

Thence, by an angle to the right of 178 degrees 20 minutes 268.28 feet to a CHD;

Thence, by an angle to the left of 176 degrees 54 minutes 175 feet, more or less, along said street line of Route 171 to the Easterly street line of said Plaine Hill Road, the last ten courses following said Route 171;

Thence, Northerly along said Plaine Hill Road 817 feet, more or less, to a point at land now or formerly of Nancy B. Blakely as depicted on said plan, said point is also depicted as being in the center of a driveway on a plan entitled "Plan of Land Prepared for The Linemaster Switch Corporation Plaine Hill Road Woodstock, Connecticut" Scale : 1" = 40' Dated December 10, 1984 Albert L. Fitzback, L.L.S. Putnam, Connecticut, on file as map #818;

Thence, Southeasterly 35.38 feet to a point;

Thence, Southerly 115.00 feet to a point;

Thence, following a curve to the left having a radius of 60.00 feet and for a length of 41.04 feet to a point;

Thence, following a curve to the left having a radius of 70.00 feet and for a length of 52.49 feet to a point;

Thence, following a curve to the left having a radius of 80.00 feet and for a length of 76.90 feet to a point;

Thence, following a curve to the left having a radius of 1200.00 feet and for a length of 239.24 feet to a point;

Thence, Northerly 203.00 feet to a point;

Thence, following a curve to the right having a radius of 500.00 feet and for a length of 174.68 feet to a point, the last eight courses depicted on said map #818;

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Thence, running Easterly and then in a variety of directions, following the center line of said driveway to a point in the street line of said Route 169, the last nine courses following said center line of driveway and land of Blakely;

Thence, along said Route 169 South 27 degrees 38 minutes 51 seconds East 5 feet, more or less, to an iron rod marking the point and place of beginning.

The herein described parcel contains approximately 49.7 acres.

Together with a sewer easement from Nancy B. Blakely recorded on August 8, 1997 in Volume 277 at Page 443 of the Woodstock Land Records.

EXHIBIT B

Property of Nancy B. Blakely

A certain parcel of land located in the Town of Woodstock, County of Windham, State of Connecticut depicted as land "n/f Nancy B. Blakely Area = 30± Acres" on a map entitled "Class 'D' Plan Prepared for The Linemaster Switch Corporation Route 169, Route 171 & Plaine Hill Road Woodstock, CT" Dated: April 17, 2003 Revised: 6/10/03 and 6/17/04 Scale: 1" = 100'" prepared by CME/CPK Design Group, Woodstock, CT, bounded and described as follows:

Beginning at a point marking the Northwesterly corner of the herein described parcel and the Northeasterly corner of land now or formerly of the Town of Woodstock, said point is in the Southerly street line of said Route 169 as depicted on the aforementioned plan;

Thence, Southeasterly 340 feet, more or less, to a Connecticut Highway Department Monument (CHD);

Thence, by an angle to the right of 177 degrees 54 minutes 478.30 feet to a CHD;

Thence, by an angle to the right of 179 degrees 03 minutes 755.10 feet to a CHD;

Thence, following a curve to the right having a radius of 305.00 feet and for a length of 230.25 feet to a CHD;

Thence, Southerly 104.82 feet to a CHD;

Thence, South 22 degrees 14 minutes 29 seconds East 717.22 feet to a CHD;

Thence, South 26 degrees 56 minutes 11 seconds East 182.82 feet to a CHD;

Thence, South 27 degrees 38 minutes 51 seconds East 35 feet more or less to a point in the center of a driveway at land now or formerly of The Linemaster Switch Corporation as depicted on said plan, the last eight courses following the street line of said Route 169;

Thence, running Westerly and then in a variety of directions, following the center line of said driveway to a point Westerly of the Northwesterly corner of Facility Building #130 as depicted on said plan, said point is also depicted on a plan entitled "Plan of Land Prepared for The Linemaster Switch Corporation Plaine Hill Road Woodstock, Connecticut" Scale: 1" = 40' Dated: December 10, 1984 Albert L. Fitzback, L.L.S. Putnam, Connecticut, on file as Map #818;

Thence, following a curve to the left having a radius of 500.00 feet and for a length of 174.68 feet to a point;

Thence, Southerly 203.00 feet to a point;

Thence, following a curve to the right having a radius of 1200.00 feet and for a length of 239.24 feet to a point;

Thence, following a curve to right having a radius of 80.00 feet and for a length of 76.90 feet to a point;

Thence, following a curve to the right having a radius of 70.00 feet and for a length of 52.49 feet to a point;

Thence, following a curve to the right having a radius of 60.00 feet and for a length of 41.04 feet to a point;

Thence, Northerly 115.00 feet to a point;

Thence, Northwesterly 35.38 feet to a point in the Easterly street line of Plaine Hill Road as depicted on said plan, the last nine courses following the center line of said driveway and land of said Linemaster Switch;

Thence, Northerly and Northwesterly along said Plaine Hill Road to a point at a stone wall at land of said Town of Woodstock;

Thence, Northeasterly along said stone wall and land of Town 320 feet, more or less, to a point in the street line of said Route 169, said point marking the place of beginning.

The herein described parcel contains approximately 30 acres.

EXHIBIT C

Property of Paul Monaco

Tax Lot 2, Block 51 Tax Map #5781

A certain parcel of land located on the Northerly side of Route #171 and the Westerly side of Route #169 in the Town of Woodstock, County of Windham, State of Connecticut depicted as Lot #1B-2 on a plan entitled "Subdivision Plan Prepared for Ronald Sheldon Route #171 & Route #169 Woodstock, CT. Scale 1" = 50' Date: 12/06/01 Last Revision: 02/06/02 Project #2001431", on file as map #1772, prepared by CME/CPK Design Group, Woodstock, CT bounded and described as follows:

Beginning at an iron rod in the Westerly street line of Route #169, said rod marking the Northerly frontage corner of the herein described parcel and a Southerly frontage corner of land now or formerly of The Linemaster Switch Corporation as depicted on the aforementioned plan:

Thence, South 27 degrees 38 minutes 51 seconds East 374.66 feet along said Route #169 to a Connecticut Highway Department monument (CHD) at the intersection of said Westerly street line of Route #169 and the Northerly street line of Route #171 as depicted on the said plan, said CHD marking the Southeasterly corner of the herein described parcel;

Thence, South 72 degrees 46 minutes 41 seconds West 258.63 feet to a CHD;

Thence, South 71 degrees 09 minutes 02 seconds West 82.63 feet to a railroad spike marking the Westerly frontage corner of the herein described parcel and the Easterly frontage corner of Lot #1B-1 as depicted on said plan, the last two courses following the street line of Route #171;

Thence, North 00 degrees 17 minutes 44 seconds East 54.42 feet to an iron rod;

Thence, North 31 degrees 39 minutes 11 seconds East 115.45 feet to an iron rod;

Thence, North 02 degrees 33 minutes 56 seconds East 74.50 feet to an iron rod;

Thence, North 43 degrees 49 minutes 30 seconds West 252.73 feet to an iron rod at land of said Linemaster switch and marking the Northwesterly corner of the herein described parcel, the last four courses following said Lot #1B-1;

Thence, following a curve to the left having a radius of 225.00 feet and a length of 138.75 feet to a railroad spike;



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Thence, North 77 degrees 08 minutes 59 seconds East 92.07 feet to an iron rod;

Thence, North 65 degrees 19 minutes 27 seconds East 40.00 feet to an iron rod at said Route #169 marking the point and place and beginning, the last three courses following land of said Linemaster Switch.

The herein described parcel, containing  $2.0 \pm$  acres, is conveyed encumbered and serviced together with a right of way for vehicular and pedestrian purposes over the existing driveway for access to Connecticut State Highway #169 and is a portion of the parcels conveyed to Ronald Sheldon and Linda Blackmer on August 22, 2001 as recorded in Volume 329 at Pages 202 and 206 of the Woodstock Land Records.