

LAW OFFICE OF ANDREA L. TRUPPA, LLC

880 Route 171
Woodstock, CT 06281

PH: (860) 779-1000
FX: (860) 779-1003
E: Andrea@truppallaw.com

VIA EMAIL

December 13, 2021

Ann-Marie L. Aubrey, Director
Planning & Development
Killingly Town Hall
172 Main Street
Killingly, CT 06239

RECEIVED

DEC 14 2021

13
PLANNING & ZONING DEPT.
TOWN OF KILLINGLY

Mr. Keith Thurlow, Chairperson
Planning & Zoning Commission
Killingly Town Hall
172 Main Street
Killingly, CT 06239

**RE: OBJECTION OF SIMRAY REAL ESTATE HOLDINGS, LLC ("SIMRAY") AND
SIMFAB REAL ESTATE HOLDINGS, LLC ("SIMFAB") TO
FRITO-LAY, INC. SITE PLAN PROPOSAL - PHASE TWO**

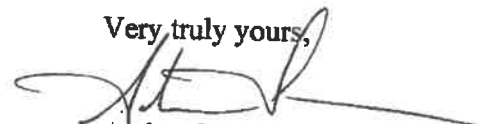
Dear Ms. Aubrey and Mr. Thurlow:

I am writing to follow up my letter dated November 10, 2021 wherein I informed you that my client, Anthony Simpson, principal member of Simray and Simfab and adjacent property owners to Frito-Lay, Inc. objects to Phase Two of Frito-Lay, Inc.'s expansion project. Attached please find a packet of exhibits in support of my clients' objection. These deeds and plans clearly demonstrate Simray and Simfab's titled easement and right to access their properties as successors and assignees of William Prym, Inc. and Assawauga Mill. Simray and Simfab have a long-established, property interest in the property that is the subject of Frito-Lay's application.

If the Commission allows Frito-Lay, Inc. to obstruct, diminish or otherwise modify this long, established right of way, then we will immediately appeal such action and pursue damages against the Town of Killingly for any irreparable harm caused by the grading of the land. Separate and apart from the Commission's actions, I have been instructed to bring an action to quiet title naming Frito-Lay, Inc. and interested party, Killingly Asphalt Products, LLC. If the Town of Killingly recklessly disregards my clients' property rights, then I will likely need to include the Town in this civil suit as well.

I look forward to discussing the matter further at your next meeting. I have full-size plans for Exhibits 3 and 9 which I will deliver to the Commission on or before the November 20th meeting.

Very truly yours,



Andrea L. Truppa

EXHIBITS 1- 11

**IN SUPPORT OF THE OBJECTION OF
SIMRAY REAL ESTATE HOLDINGS, LLC
AND
SIMFAB REAL ESTATE HOLDINGS, LLC**

TO

**SITE PLAN PROPOSAL OF
FRITO-LAY, INC.**

DECEMBER 13, 2021

As submitted by their Attorney,

**Andrea L. Truppa
Law Office of Andrea L. Truppa, LLC
180 Route 171
Woodstock, CT 06281
PH: (860) 779-1000
FX: (860) 779-1003
E: andrea@truppallaw.com**

EXHIBIT 1

**SIMRAY REAL ESTATE HOLDINGS, LLC
(Successor/assignee of Prym and Assawauga/Assawaga)**

Grantor	Grantee	Book, Page - Date	Relevant language
Conservation Realty, Inc.	Simray Real Estate Holdings, LLC	Book 1103, Page 52 June 6, 2007	"TOGETHER WITH the right to use a driveway across Tract #4 and Tract #2 on said map to and from Route 12 and the right to cross the northerly extremity of the
William Prym, Inc.	Conservation Realty, Inc.	Book 593, Page 261 Jan 27, 1994	
Emerson P. Smith	William Prym, Inc.	Book 92, Page 223 July 14, 1939	
Angus Park Woolen Co. Inc.	Emerson P. Smith*	Book 92, Page 5 Feb 20, 1939	Lots 1A, 1B, 1C & 1D of Assawauga Mill
Angus Park Woolen Co. Inc.	Emerson P. Smith	Book 92, Page 23 March 2, 1939	Lot 4 of Assawauga Mill
Danielson Federal Savings & Loan Association	Emerson P. Smith	Book 92, Page 24 March 2, 1939	Lot 4 of Assawauga Mill
Barrowclough Byron	Emerson P. Smith	Book 92, Page 156 May 17, 1939	Part of Lot 1B of Assawauga Mill

*In 1939, when textile production came to an end, Emerson P. Smith bought the Assawauga Woolen Mill property and only a few months later sold the property to wire manufacture, William Prym, Inc.

Inst# 2101 BK: 1103 PG: 52

WARRANTY DEED
(Statutory Form)


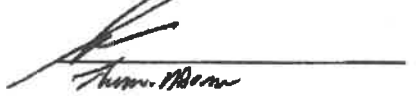
CONSERVATION REALTY, INC., a corporation organized and existing under the laws of the State of Connecticut, with an office and place of business located in the Town of Pomfret, County of Windham and State of Connecticut for consideration paid, grant to **SIMRAY REAL ESTATE HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut, having an office and place of business in the Town of Killingly, in said County and State, with **WARRANTY COVENANTS**,

All those certain pieces and parcels of land together with buildings and improvements thereon situated and all rights appurtenant thereto, said premises being known as 402 Hartford Pike and 75 Soap Street, in the Town of Killingly, County of Windham and State of Connecticut, being more particularly bounded and described in Schedule A, attached hereto and made a part hereof.

As a further consideration for this conveyance and by the acceptance of these presents, the grantee herein assumes and agrees to pay all taxes and assessments hereinafter coming due with respect to the within described real estate.

Signed this 6th day of June, 2007 .

Witnessed by:


Thomas E. Dupont

Simon Brown

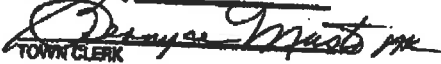
CONSERVATION REALTY, INC.

BY: 
Kenneth R. Loiselle,
President

CONVEYANCE TAX RECEIVED

STATE: \$ 2,000.00


TOWN: \$ 1,000.00


TOWN CLERK

STATE OF CONNECTICUT)
) ss. Putnam
COUNTY OF WINDHAM)

On this the 6th day of June, 2007, before me, the undersigned officer, personally appeared, **KENNETH R. LOISELLE**, who acknowledged himself to be the President of **CONSERVATION REALTY, INC.**, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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


Thomas E. Dupont
Commissioner of the Superior Court

Latest Mailing Address of Grantee:
402 Hartford Pike
Dayville, CT 06241

Inst# 2101 BK: 1103 PG: 53

SCHEDULE A

All those certain piece or parcels of land together with buildings and improvements thereon situated and all rights appurtenant thereto in the Town of Killingly, County of Windham and State of Connecticut, more particularly bounded and described as follows:

FIRST PIECE:

"Beginning at a point in the westerly line of land of the State of Connecticut, being Interstate 395, and in the southerly line of land now or formerly of Ethel E. Adams et al; thence running N 86 degrees 5' W along said southerly line, 494 feet more or less to an iron; thence running S 52 degrees 30' W along the southeasterly line of land now or formerly of the Attawaugan Company, 33 feet to a stone post on the easterly bank of Five Mile River; thence running southerly along said easterly bank to an iron at the mouth of a brook; thence running N 28 degrees E, 66 feet to an iron; thence running N 3 degrees W, 99 feet to an iron; thence running N 26 degrees E partly along a wall, 132 feet to corner of wall; thence running S 84 degrees E partly along a wall to an iron in the contour line, 4 feet above the cap log of the dam on the parcel herein described as said cap log existed in 1918, the last 4 courses being along land now or formerly of Curtis; thence running northerly along said contour line to an iron and stones; thence running N 77 degrees 22' E, 500 feet, more or less, to the westerly line of said land of the State of Connecticut, the last 2 courses being along land formerly of Louis Wolfe, later said to be of Grossman, and now or formerly of Alfred Cote; thence running northerly along the westerly line of said land of the State of Connecticut, 611 feet, more or less, to the point of beginning.

"Being the same as the Fourth Tract, with exemption therein noted, in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in Killingly Land Records, Volume 92, Page 223, EXCEPT so much of said Fourth Tract as was conveyed by William Prym, Inc. to State of Connecticut by deed dated March 22, 1966 and recorded in said land records, Volume 173, Page 545 and by William Prym, Inc. to Irving F. and Lois L. Owen by deed dated May 28, 1982 and recorded in said Land Records in Volume 288, Page 198.

"TOGETHER WITH the right to use a certain gravel road and to cross the southwesterly non-access highway line of Interstate 395 for access to the dam on the parcel hereinabove described, which right was granted by the State of Connecticut as part consideration for said deed dated March 22, 1966."

SECOND PIECE:

"Tract #5 on a map entitled 'Plan of Land of N. Lorne Grieg Dayville, Ct. Scale 1" = 100' W. K. Pike, C.E. 1943', which map is on file in the Killingly Town Clerk's Office, Volume 3 of Maps, Page 102.

"Beginning at a point on the northerly bank of Five Mile River and in the easterly line of land now or formerly of New York, New Haven and Hartford Railroad Company; thence running N 9 degrees 15' W along the easterly line of land now or formerly of said Railroad Company, 3260 feet, more or less, to a point on the southerly bank of a former ditch used to divert water from Five Mile River to Alexander's Lake; thence running N 89 degrees 20' E, 440.5 feet, more or less; thence running S 89 degrees E, 413 feet; thence running S 82 degrees 44' E, 112 feet; thence running S 78 degrees 2' E, 78 feet; thence running S 87 degrees 6' E, 189 feet to a point on the westerly bank of Five Mile River, the preceding 5 courses being along the southerly line of land of Morgan Whitney, Inc.; thence running southerly along the westerly bank of said river, 2120 feet, more or less, to the northwesterly corner of Tract #4 of said map; thence running S 48 degrees 58' W, 14 feet, more or less, to an iron pipe; thence running S 48 degrees 58' W, 146.7 feet to an iron pipe; thence running S 39 degrees 28' W, 160 feet to an iron pipe on the westerly side of a path thence running S 65 degrees 26' W, 281.9 feet to an iron pipe; thence running S 20 degrees 30' E, 335.6 feet to an iron pipe; thence running S 20 degrees 30' E, 28 feet, more or less, to a point on the northerly bank of Five Mile River, the preceding 6 courses being along said Tract #4; thence running westerly, southerly

SCHEDULE A - CONT'D - 2

and westerly again along the bank of said river to the point of beginning.

"Being the same premises conveyed to William Prym, Inc. by warranty deed of N. Lorne Greig dated May 19, 1945 and recorded in the Killingly Land Records, Volume 98, Page 466.

"TOGETHER WITH the right to use a driveway across Tract #4 and Tract #2 on said map to and from Route 12 and the right to cross the northerly extremity of the westerly portion of said Tract #4 in an easterly-westerly direction between said driveway and said Tract #5, all as shown on said map and as granted by said deed dated May 19, 1945, as affected by an Agreement recorded in said Land Records, Volume 302, Page 13.

"TOGETHER WITH the right if any to use a path between said Tract #5 and the road from Dayville to Alexander's Lake (aka Lake Road) across land of said Railroad Company and others. (Said Lake Road is also known as Maple Street).

THIRD PIECE:

"Beginning at a point in the easterly line of Maple Street (aka Lake Road) at the southwesterly corner of land formerly of Clayton L. Alexander; thence running easterly along the southerly line of land formerly of Clayton L. Alexander 455.25 feet more or less to a point on the westerly shore of Dayville Pond; thence running generally southerly along the shore of Dayville Pond, crossing and re-crossing the former right of way 36.7 feet wide belonging to The Connecticut Company, to a point in the easterly line of said right of way 50 feet more or less northerly of land of St. Joseph Roman Catholic Church as measured along said easterly right-of-way line; thence running southerly along said easterly right-of-way line 50 feet more or less to land of St. Joseph Roman Catholic Church; thence running N 24 degrees 5' W 36.1 feet; thence running S 56 degrees 23' W 23.99 feet; thence running northerly 18 feet more or less; thence running westerly 195.35 feet more or less to a point in the easterly line of Maple Street, the preceding 4 courses being along land of St. Joseph Roman Catholic Church; thence running northerly along easterly line of Maple Street 149 feet more or less to the southwesterly corner of land of Gerald A. Lebec et al; thence running easterly 118 feet more or less; thence running northerly at right angles to the preceding line 500 feet; thence running westerly at right angles to the preceding line 125 feet to a point in the easterly line of Maple Street, the preceding 3 courses being along land of Gerald A. Lebec et al; thence running northerly along the easterly line of Maple Street 289.4 feet more or less to the point of beginning.

"Included in said premises is the fee in the former right of way of The Connecticut Company between land formerly of Clayton L. Alexander on the north and land formerly of Clayton L. Alexander on the north and land of St. Joseph Roman Catholic Church on the south, including any portion thereof flowed by Dayville Pond.

"Being the same as the Third Tract in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in Killingly Land Records, Volume 92, Page 223, except that portion thereof conveyed to the Town of Killingly by deed dated May 18, 1990 and recorded in said Land Records, Volume 498, Page 215; and the same premises conveyed to William Prym, Inc. by quitclaim deed of The Connecticut Company dated January 4, 1961 and recorded in said Land Records, Volume 142, Page 228."

Said premises are conveyed subject to:

1. Taxes due the Town of Killingly and Dayville Fire District on the List of

Inst# 2101 BK# 1103 PG# 55

SCHEDULE A - CONT'D - 3

October 1, 2006 and thereafter.

2. Any and all provisions of any ordinances, municipal regulation or public law.
3. Any state of facts which an accurate survey or personal inspection of the Premises may reveal.
4. A Lease between Seller and Summit Hydropower dated March 5, 1993.
5. Such rights of way, easements, covenants and restrictions as of record may appear.
6. Consent orders by the State of Connecticut, Department of Environmental Protection, as of record may appear.
7. Relinquishment of right of way as set forth in the Quit Claim Deed to the State of Connecticut dated March 22, 1966 and recorded in Volume 173, Page 545 of the Killingly Land Records. (See Also: - Map 498)
8. Affidavit dated December 14, 1989 and recorded December 14, 1989 in Volume 480, Page 248 of the Killingly Land Records.

Being the same premises described as the First Piece, Second Piece and Third Piece in a certain Quitclaim Deed from William Prym, Inc. to Conservation Realty, Inc., dated January 27, 1994, and recorded in Vol. 593 at Page 261 of the Town of Killingly Land Records.

RECEIVED FOR RECORD
06/08/2007 11:45:36AM
TOWN OF KILLINGLY, CT
Town Clerk Elizabeth M Wilson
BK: 01103 PG: 00052

QUITCLAIM DEED

WILLIAM PRYM, INC., a Delaware corporation having its principal office at 950 Brisack Road, Spartanburg, South Carolina 29304, hereinafter called the RELEASOR, for the consideration paid, grant to CONSERVATION REALTY, INC., a Connecticut corporation having its principal office at Main Street, Route 101, Dayville, Connecticut 06241, hereinafter called the RELEASEES, with QUITCLAIM COVENANTS all those certain pieces or parcels of land together with buildings and improvements thereon situated and all rights appurtenant thereto in the Town of Killingly, County of Windham and State of Connecticut, more particularly bounded and described as follows:

FIRST PIECE:

Beginning at a point in the westerly line of land of the State of Connecticut, being Interstate 395, and in the southerly line of land now or formerly of Ethel E. Adams et al; thence running N 86° 5' W along said southerly line, 494 feet more or less to an iron; thence running S 52° 30' W along the southeasterly line of land now or formerly of the Attawaugan Company, 33 feet to a stone post on the easterly bank of Five Mile River; thence running southerly along said easterly bank to an iron at the mouth of a brook; thence running N 28° E, 66 feet to an iron; thence running N 3° W, 99 feet to an iron; thence running N 26° E partly along a wall, 132 feet to corner of wall; thence running S 84° E partly along a wall to an iron in the contour line, 4 feet above the cap log of the dam on the parcel herein described as said cap log existed in 1918, the last 4 courses being along land now or formerly of Curtis; thence running northerly along said contour line to an iron and stones; thence running N 77° 22' E, 500 feet, more or less, to the westerly line of said land of the State of Connecticut, the last 2 courses being along land formerly of Louis Wolfe, later said to be of Grossman, and now or formerly of Alfred Cote; thence running northerly along the westerly line of said land of the State of Connecticut, 611 feet, more or less, to the point of beginning.

Being the same as the Fourth Tract, with exemption therein noted, in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in Killingly Land Records, Volume 92, Page 223, EXCEPT so much of said Fourth Tract as was conveyed by William Prym, Inc. to State of Connecticut by deed dated March 22, 1966 and recorded in said Land Records, Volume 173, Page 545 and by William Prym, Inc. to Irving F. and Lois L. Owen by deed dated May 28, 1982 and recorded in said Land Records in Volume 288, Page 198.

TOGETHER WITH the right to use a certain gravel road and to cross the southwesterly non-access highway line of Interstate 395 for access to the dam on the parcel hereinabove described, which right was granted by the State of Connecticut as part consideration for said deed dated March 22, 1966.

SECOND PIECE:

Tract #5 on a map entitled "Plan of Land of N. Lorne Grieg Dayville, Ct. Scale 1" = 100' W. K. Pike, C.E. 1943.", which map is on file in the Killingly Town Clerk's Office, Volume 3 of Maps, Page 102.

Beginning at a point on the northerly bank of Five Mile River and in the easterly line of land now or formerly of New York, New Haven and Hartford Railroad Company; thence running N 9° 15' W along the easterly line of land now or formerly of said Railroad Company, 3260 feet, more or less, to a point on the southerly bank of a former ditch used to divert water from Five Mile River to Alexander's Lake; thence running N 89° 20' E, 440.5 feet, more or less; thence running S 89° E, 413 feet; thence running S 82° 44' E, 112 feet; thence running S 78° 2' E, 78 feet;

thence running S 87° 6' E, 189 feet to a point on the westerly bank of Five Mile River, the preceding 5 courses being along the southerly line of land of Morgan Whitney, Inc.; thence running southerly along the westerly bank of said river, 2120 feet, more or less, to the northwesterly corner of Tract #4 of said map; thence running S 48° 58' W, 14 feet, more or less, to an iron pipe; thence running S 48° 58' W, 146.7 feet to an iron pipe; thence running S 39° 28' W, 160 feet to an iron pipe on the westerly side of a path thence running S 65° 26' W, 281.9 feet to an iron pipe; thence running S 20° 30' E, 335.6 feet to an iron pipe; thence running S 20° 30' E, 28 feet, more or less, to a point on the northerly bank of Five Mile River, the preceding 6 courses being along said Tract #4; thence running westerly, southerly and westerly again along the bank of said river to the point of beginning.

Being the same premises conveyed to William Prym, Inc. by warranty deed of N. Lorne Greig dated May 19, 1945 and recorded in the Killingly Land Records, Volume 98, Page 466.

TOGETHER WITH the right to use a driveway across Tract #4 and Tract #2 on said map to and from Route 12 and the right to cross the northerly extremity of the westerly portion of said Tract #4 in an easterly-westerly direction between said driveway and said Tract #5, all as shown on said map and as granted by said deed dated May 19, 1945, as affected by an Agreement recorded in said Land Records, Volume 302, Page 13.

TOGETHER WITH the right if any to use a path between said Tract #5 and the road from Dayville to Alexander's Lake (aka Lake Road) across land of said Railroad Company and others. (Said Lake Road is also known as Maple Street).

THIRD PIECE:

Beginning at a point in the easterly line of Maple Street (aka Lake Road) at the southwesterly corner of land formerly of Clayton L. Alexander; thence running easterly along the southerly line of land formerly of Clayton L. Alexander 455.25 feet more or less to a point on the westerly shore of Dayville Pond; thence running generally southerly along the shore of Dayville Pond, crossing and re-crossing the former right of way 36.7 feet wide belonging to The Connecticut Company, to a point in the easterly line of said right of way 50 feet more or less northerly of land of St. Joseph Roman Catholic Church as measured along said easterly right-of-way line; thence running southerly along said easterly right-of-way line 50 feet more or less to land of St. Joseph Roman Catholic Church; thence running N 24° 5' W 36.1 feet; thence running S 56° 23' W 23.99 feet; thence running northerly 18 feet more or less; thence running westerly 195.35 feet more or less to a point in the easterly line of Maple Street, the preceding 4 courses being along land of St. Joseph Roman Catholic Church; thence running northerly along the easterly line of Maple Street 149 feet more or less to the southwesterly corner of land of Gerald A. Lebrech et al; thence running easterly 118 feet more or less; thence running northerly at right angles to the preceding line 500 feet; thence running westerly at right angles to the preceding line 125 feet to a point in the easterly line of Maple Street, the preceding 3 courses being along land of Gerald A. Lebrech et al; thence running northerly along the easterly line of Maple Street 289.4 feet more or less to the point of beginning.

Included in said premises is the fee in the former right of way of The Connecticut Company between land formerly of Clayton L. Alexander on the north and land of St. Joseph Roman Catholic Church on the south, including any portion thereof flowed by Dayville Pond.

Being the same as the Third Tract in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in Killingly Land Records, Volume 92, Page 223, except that portion

thereof conveyed to the Town of Killingly by deed dated May 18, 1990 and recorded in said Land Records, Volume 498, Page 215; and the same premises conveyed to William Prym, Inc. by quitclaim deed of The Connecticut Company dated January 4, 1961 and recorded in said Land Records, Volume 142, Page 228.

FOURTH PIECE:

Beginning at a merestone in the southerly line of Main Street in the Village of Dayville at the northeasterly corner of land now or formerly of M. A. Sayles; thence running southerly 201.25 feet to a merestone and westerly 100.7 to a merestone, these 2 courses being the easterly and southerly lines of land now or formerly of M. A. Sayles; thence running southerly along the easterly line of land now or formerly of S. L. Sayles 88.2 feet to a merestone; thence turning an interior angle of $96^{\circ} 52'$ and running easterly 178 feet; thence turning an exterior angle of 84° and running southerly 340 feet more or less; thence running easterly across Five Mile River 50 feet more or less; thence running northerly along the westerly line of land now or formerly of Elijah Evans 170 feet more or less; thence running easterly along the northerly line of land now or formerly of Elijah Evans 154.9 feet; thence running northeasterly along the northwesterly line of land now or formerly of Edward Billings 80 feet to a merestone; thence running northwesterly 12 feet and northerly 130.4 feet along the southwesterly and westerly lines of land now or formerly of L. Gingras et al; thence running northeasterly along the northwesterly line of land now or formerly of Harold Fiske 130.7 feet to a point in the southwesterly line of Main Street; thence running northwesterly and westerly along the southwesterly and southerly line of Main Street, crossing Five Mile River and the "race", 278.4 feet; thence running southwesterly 114 feet, westerly 93 feet and northerly 112.4 feet to a point in the southerly line of Main Street, the preceding 3 courses being along the southeasterly, southerly and westerly lines of land now or formerly of Byron Barrowclough; thence running westerly along the southerly line of Main Street 99.6 feet to the point of beginning.

Being Lot 1B on a map entitled "Plan of Land of The Assawaga Mill of the Angus Park Woolen Co. Inc. at Dayville, Town of Killingly, Conn. Drawn by Chandler & Palmer, Eng'rs Norwich, Ct. Nov. 1938. Scale 1 inch = 100 ft.," which map is on file in the Killingly Town Clerk's Office, Volume 3 of Maps, Page 4.

Being the same premises conveyed to William Prym, Inc in part by warranty deed (Second Tract) of Emerson P. Smith dated July 14, 1939 and recorded in Killingly Land Records, Volume 92, Page 223 and in part by warranty deed of Byron Barrowclough dated July 27, 1943 and recorded in said Land Records, Volume 96, Page 175.

TOGETHER WITH right of way for driveway between said premises and Otis Street over the southerly 15 feet of land now or formerly of L. Gingras et al granted by an instrument recorded in said Land Records, Volume 100, Page 388.

TOGETHER WITH right of way over a driveway from Main Street to a water tank on said premises granted by an instrument recorded in said Land Records, Volume 146, Page 126.

Said premises re conveyed subject to:

1. Taxes due the Town of Killingly on the List of October 1, 1992 and thereafter.
2. Any and all provisions of any ordinances, municipal regulation or public law.
3. Any state of facts which an accurate survey or personal inspection of the Premises may reveal.

4. A Lease between Seller and Summit Hydropower dated March 5, 1993.

5. Such rights of way, easements, covenants and restrictions as of record may appear.

6. Consent orders by the State of Connecticut, Department of Environmental Protection, as of record may appear.

Signed this 27th day of January, 1994.

Witnessed by: WILLIAM PRYM, INC.

Paul N. Mackey
Paul N. Mackey
William Prym, Inc.

By: *Johan Starrenburg*
Johan Starrenburg
Its Vice President - Operations

STATE OF *Connecticut*
COUNTY OF *Spartanburg* ss. *Spartanburg* January 27, 1994

Personally appeared Johan Starrenburg, Vice President - Operations of William Prym, Inc., 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.

CONVEYANCE TAX RECEIVED
STATE *500.00*
TOWN *110.00*
Lisa M. Rouse
Ass't. Town Clerk

Sandra L. Templeton
Sandra L. Templeton
Commissioner of the Superior Court
Sandra L. Templeton
SANDRA L. TEMPLETON
MY COMMISSION EXPIRES: MAY 12, 1996

Releasees' Address:
Main Street
Route 101
Dayville, CT 06241

Received: January 31, 1994 at 3:45 PM

Grantor: Emerson P. Smith
 Grantee: William Pryn, Inc.
 Recorded: Volume 92, Page 223
 Dated: July 14, 1939

FIRST TRACT: Beginning at a point on the northerly line of Main Street in said Village at the Southeastern corner of land deeded by the Assawaga Company to Ethel Fiske and running thence Easterly and Southeastern along the Northerly and Northeastern line of Main Street about 473 feet to land sold by the Assawaga Co. to J. F. and Ellen K. Ryan; thence Northeastern 66.7 feet; thence Southeastern 71.7 feet; thence Southerly 14.15 feet, the last three lines abutting Southeastern, Southwestern and Westerly on said Ryan's land; thence Southeastern 52.4 feet abutting Southeastern on land now or formerly of A. J. Cranzuch; thence Northeastern 12.7 feet; thence Southeastern 46.1 feet, the last two lines abutting Southeastern and Southwestern on land of Agnes and Esther Gillen; thence Northeastern 53.6 feet abutting Southeastern on a highway leading to Attawaugan; thence Northerly on a line 453 feet westerly from and parallel to the center line of the main track of the Norwich & Worcester Railroad Co. a distance of 137.7 feet abutting Easterly on said Railroad Company's land; thence Easterly 32.87 feet; thence Northerly 46.3 feet; thence Easterly 32.87 feet, the last three lines abutting Northerly, Easterly and Southerly on land now or formerly of the Davis & Brown Pooling Co.; thence Northerly about 1220 feet, this line crossing the Five Mile River and running to the Southerly shore of the Le-wells Pond, so-called, abutting Easterly on said Railroad; thence in a general Southerly and westerly direction following the shore line of said pond until it comes to land of the St. Joseph's Roman Catholic Church; thence Easterly about 112 feet; thence Southerly about 172.2 feet, these two lines abutting Southerly and Westerly on said Roman Catholic Church; thence Easterly 225.3 feet abutting Southerly on land now or formerly of Byron Barrowclough, et al. and also abutting Southerly on Syles Avenue; thence Southerly at right angles 99 feet abutting westerly on Syles Avenue; thence Easterly at right angles 128 feet; thence Southerly at right angles 225 feet; thence Westerly at right angles 128 feet; thence Southerly line of Syles Avenue, the last three lines abutting at right angles 128 feet to the Easterly land to be deeded to said Byron Barrowclough; thence Southerly at right angles 66 feet abutting westerly on Syles Avenue; thence Easterly at right angles 128 feet; thence Southerly at right angles 140.3 feet, the last two lines abutting Southerly and Westerly on other land of said Barrowclough; thence Southeastern 83.3 feet; thence Southerly 92.7 feet to the point of beginning, the last two lines abutting Southwestern and Westerly on said Ethel Fiske land.

Together with the right to maintain its dam across the Five Mile River and its waterways from its canal and ponds at a level one foot above the crest of the waterway near its mill which level one foot above said crest is marked by the top of a round spike driven horizontally into the east wall of the grantor's main mill building 10 feet and 8 inches southerly from the northeastern corner of said building and at the top of the eleventh course of brick from the water table of said building, and the further right to flow so much of the herein conveyed land as may be flowed by maintaining said dam and said waterways at said level with suitable embankments, but it is understood and agreed that the grantee and its successors and assigns may fill in and raise the surface of the conveyed land to any height it or they may elect, as more particularly described in a certain deed from Franklin S. Jerome to the Assawaga Company recorded in the Town of Killingly Land Records Vol. 62, at pages 455-460.

LEGAL DESCRIPTION, continued

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SECOND TRACT: Beginning at a merestone on the Southerly side of Main Street at the Northeastly corner of land now or formerly of K. A. Sayles and running thence Southerly 20'.8 feet to another merestone; thence Westerly 100.7 feet to another merestone, the last two lines abutting Westerly and Northerly on said K. A. Sayles land; thence Southerly 77.2 feet to another merestone abutting Westerly on land now or formerly of S. L. Sayles; thence deflecting 83° 8' to the right and running 178 feet; thence deflecting 96° to the right and running 340 feet; thence Easterly about 50 feet crossing the Five Mile River; thence Northerly along the Easterly shore of the said Five Mile River about 170 feet abutting Easterly on land now or formerly of Elijah Evans; thence Easterly 134.9 feet abutting Southerly on said Evans land; thence Northeastly 80 feet to a merestone abutting South-easterly on land now or formerly of Edward Billings; thence Northwesterly 12 feet; thence Northerly 130.4 feet, the last two lines abutting Northeastly and Easterly on land of W. P. and L. Gingras; thence continuing Northeastly 130.7 feet abutting Southeastly on land of Harold Fiske to a point of the Southwestly side of Main Street; thence North-westerly and Westerly along the Southeastly and Southerly line of Main Street 270.4 feet; thence Southerly 114 feet; thence Westerly 93 feet; thence Northerly about 112.4 feet to the Southerly line of Main Street, the last three lines abutting Westerly, Northerly and Easterly on land of Byron Barretclough; thence Westerly along the Southerly line of Main Street 50.8 feet to the point of beginning.

Excepting from the above described second tract the following land heretofore conveyed by the within grantor to Byron F. Barretclough: That certain triangular tract of parcel of land, together with all buildings and other improvements thereon, located in the Village of Dayville, Town of Killingly, County of Windham, and State of Connecticut, being the central portion of lot 519 on a plan of land of the Assawaga Mill, made in November, 1838 by Chandler & Palmer, Engineers, Norwich, Connecticut, and bounded and described as follows: Beginning at a point of the southwestly side of Main Street and the westerly shore of the Five Mile River and running northwestly and westerly along the southwestly and southerly line of said Main Street, a distance of 200 feet, more or less to the easterly side of the "race" on said Five Mile River; thence southerly in an uneven line along the easterly side of said "race" to a point of land where said "race" merges with said Five Mile River; thence turning easterly and northerly along said point of land and running northerly and northeastly in an uneven line along the westerly shore of said Five Mile River to the point of beginning.

THIRD TRACT: Beginning at a merestone on the Easterly line of the highway lead-ing from Dayville to Putnam at the Northwestly corner of land now of the Connecticut Company and formerly of the People's Tramway Company and running thence Northerly along the westerly side of said highway 150 feet; thence Easterly at right angles 125 feet; thence Northerly at right angles 500 feet; thence Westerly at right angles about 125 feet to the Easterly line of said highway; the last three lines abutting Northerly, Westerly and Southerly on land to be deeded to Amedie Labrie; thence continuing Northerly along the Easterly line of said highway about 250.4 feet to land formerly of Clayton L. Alexander; thence Easterly about 102.35 feet; thence continuing Easterly about 36.7 feet; thence still Easterly about 223 feet to the westerly shore of the Dayville Pond, so-called, the last three lines abutting Northerly on land formerly of Clayton L. Alexander; thence running in a general Southerly and Westerly direction along the shore of said Dayville Pond until it intersects the westerly line of a tract of land owned by the Connecticut Company; being the third tract of land conveyed to the People's Tramway Company by the Assawaga Company, December 15, 1859, recorded in Book 59, pages 524, 525 and 526; thence Southerly about 12 feet; thence Westerly 305.35 feet to the point of beginning; abutting southerly on land of the Connecticut Company formerly of the People's Tramway Company.

There is excepted from the above conveyance the tract of land sold by the said Dayville Tool'n Company to the People's Tramway Company known as the third tract in the before mentioned deed from the Assawaga Company to the People's Tramway Company.

FOURTH TRACT: Beginning at a corner of wall on the westerly side of road running from Dr.ville to Att-ragan; thence North 3° 0' East 375 feet along road to corner of wall; thence North 23° 5' East 1547 feet partly along wall and adjoining land of Vincent Adams to an iron; thence South 32° 30' East 15 feet adjoining land of the Attawaugan Company to a stone post on the easterly bank of the Five Mile River; thence down said river to the mouth of a brook on the East bank of said river to an iron; thence North 28° 0' East 25 feet to an iron; thence North 3° 0' East 89 feet to an iron; thence North 28° 0' East 132 feet partly by wall to corner of wall; thence South 24° 0' East partly by wall to an iron which is in a contour line four feet above the top log of dam on this lot. The last four lines adjoining land of Curtis. Thence following said contour line of stream to an iron and stones; thence North 77° 32' East 1425 feet partly along wall to point of beginning, the last two lines being in land of Samuel B. Grossman, II. Being the same land conveyed by Louis Wolfe to the Attawaga Company, April 15, 1918 and recorded in Book 74, page 55.

There is exempted from the above conveyance the land sold by the Attawaga Company to Ethel W. Adams, October 8, 1934, recorded in Book 80, page 243.

Being lots 11a, 1b, 1c and 1d on a Plan of Land of the Attawaga Mill made in December, 1938 by Chandler & Palmer, Engineers, Norwich, Conn. Also being the same premises described in a certain quit-claim deed from The Attawaga Park Woolen Company, Inc. to the within grantor dated February 7, 1939 and recorded in Vol. 92 at page 6 of the Killingly Land Records.

Also intending to convey such rights, interest and flowage rights as the grantor has, and including all rights which the grantor has in the Quaddick Reservoir, so-called in the Town of Thompson, Connecticut.

Also intending to convey all water rights in and to said "race" and in and to said Five Mile River, together with such rights as the grantor has to enter upon the premises of Barronclough at any time for the purpose of cleaning out any part of said "race" as set forth in a deed from the within grantor to the said Byron Barronclough.

Received: December 14, 1989 at 10:15 A.M.

EXHIBIT 2

**SIMFAB REAL ESTATE HOLDINGS, LLC
(Successor/assignee of Prym and Assawauga/Assawaga)**

Grantor	Grantee	Book, Page - Date	Relevant language
Festival Realty, Inc.	Simfab Real Estate Holdings, LLC	Book 1103, Page 56 June 6, 2007	
William Prym, Inc.	Festival Realty, Inc.	Book 593, Page 259 Jan 27, 1994	Note: Second piece acquired by William Prym, Inc. from N. Lorne Greig Book 98, Page 466 on May 19, 1945 (all other tracts acquired by William Prym, Inc. from Emerson P. Smith).
Emerson P. Smith	William Prym, Inc.	Book 92, Page 223 July 14, 1939	"Together with the right to maintain its dam across the Five Mile River and its wasteways from its canal and ponds . . ."
N. Lorne Greig	William Prym, Inc.	Book 98, Page 466 May 19, 1945	
Angus Park Woolen Co. Inc.	Emerson P. Smith*	Book 92, Page 5 Feb 20, 1939	Lots 1A, 1B, 1C & 1D of Assawaga Mill
Angus Park Woolen Co. Inc.	Emerson P. Smith	Book 92, Page 23 March 2, 1939	Lot 4 of Assawaga Mill
Danielson Federal Savings & Loan Association	Emerson P. Smith	Book 92, Page 24 March 2, 1939	Lot 4 of Assawaga Mill
Barrowclough Byron	Emerson P. Smith	Book 92, Page 156 May 17, 1939	Part of Lot 1B of Assawaga Mill

*In 1939, when textile production came to an end, Emerson P. Smith bought the Assawaga/Assawaga Mill of the Angus Park Woolen Co. Inc. property and only a few months later sold the property to wire manufacture, William Prym, Inc.

Inst# 2102 BK: 1103 PG: 57

SCHEDULE A

A certain piece or parcel of land together with buildings and improvements thereon and all rights appurtenant thereto, situated in the Town of Killingly, County of Windham and State of Connecticut, more particularly bounded and described as follows:

"Beginning at a point in the northerly line of Main Street in the Village of Dayville at the southeasterly corner of land now or formerly of Ethel Fiske; thence running easterly and southeasterly along the northerly and northeasterly line of Main Street, 362.83 feet, more or less, to the southwesterly corner of land now or formerly of Astro Realty, Inc.; thence running N 37 degrees 2' 43" E, 83.94 feet to a drill hole; thence running N 19 degrees 25' 32" E, 27.52 feet to a drill hole; thence running N 26 degrees 15' 18" E, 69.85 feet to a drill hole; thence running N 3 degrees 29' 27" E, 75.31 feet to a drill hole; thence running N 14 degrees 16' 26" W, 56.63 feet to a drill hole; thence running N 11 degrees 36' 21" W, 9.07 feet to a drill hole; thence running N 11 degrees 41' 34" E, 10.91 feet to a drill hole; thence running N 5 degrees 8' W, 49.03 feet to a drill hole; thence running N 16 degrees 39' 30" W, 25.23 feet to a drill hole; thence running N. 27 degrees 12' 17" W, 31.18 feet to a drill hole; thence running 322 feet, more or less, along the edge of Five Mile River to land now or formerly of New York, New Haven & Hartford Railroad Co., the preceding 11 courses being along land now or formerly of Astro Realty, Inc.; thence running northerly across Five Mile River and along the westerly line of land now or formerly of said Railroad Co., 969.9 feet, more or less, to a point on the southerly shore of Dayville Pond; thence running generally westerly along the shore of Dayville Pond to a northeasterly corner of land now or formerly of St. Joseph Roman Catholic Church; thence running southerly along the easterly line of land now or formerly of said Church, 321.9 feet; thence running easterly along the northerly line of land now or formerly of said Church and the northerly terminus of Sayles Avenue, partly along each, in all, 257.3 feet; thence running southerly along the easterly line of Sayles Avenue; 589 feet to a point, 131.4 feet northerly of the northerly line of Main Street as measured along the easterly line of Sayles Avenue; thence running easterly along the northerly lines of lands now or formerly of Byron Barrowclough and Ethel Fiske, partly along each, in all, 128 feet; thence running southeasterly, 86.5 feet and southerly, 92.7 feet to the point of beginning, the last 2 courses being the northeasterly and easterly lines of land now or formerly of Ethel Fiske.

"EXCLUDING THEREFROM a parcel of land 60 feet square lying 102.07 feet northerly of the northerly terminus of Sayles Avenue, conveyed to The Connecticut Light and Power Company by a deed recorded in Killingly Land Records, Volume 101, Page 297, but TOGETHER WITH reversionary interest reserved in said deed.

"Being the same as the First Tract in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in said Land Records, Volume 92, Page 223, excepting 3 parcels conveyed (1) to Saint Joseph's Roman Catholic Church of Dayville by deed recorded in said Land Records, Volume 99, Page 61, (2) to The Connecticut Light and Power Company by deed recorded in said Land Records, Volume 101, Page 297 and (3) to Astro Realty, Inc. by deed recorded in said Land Records, Volume 192, Page 191; and the same premises conveyed to William Prym, Inc. by deed of Byron F. Barrowclough dated February 13, 1940 and recorded in said Land Records, Volume 91, Page 298.

"TOGETHER WITH right to maintain overhead access ways reserved in said deed to Astro Realty, Inc."

Said premises are conveyed subject to:

1. Taxes due the Town of Killingly and Dayville Fire District on the List of October 1, 2006 and thereafter.

Inst# 2102 BK: 1103 PG: 58

SCHEDULE A - CONT'D

2. Any and all provisions of any ordinances, municipal regulation or public law.
3. Any state of facts which an accurate survey or personal inspection of the Premises may reveal.
4. A Lease between Seller and Summit Hydropower dated March 5, 1993.
5. Such rights of way, easements, covenants and restrictions as of record may appear.
6. Consent orders by the State of Connecticut, Department of Environmental Protection, as of record may appear.
7. By acceptance of this deed, Releasee, for itself and its successors and assigns agrees that it shall not allow excavation or exposure of the land under the present floor of the original "mill" building (Building No. 1) on the Premises without the prior consent of Releasor, its successors or assigns.
8. Releasor, its successors or assigns, hereby reserves rights of ingress and egress by pedestrians and vehicles over the premises for the purpose of groundwater monitoring and performing environmental remediation in connection with the hazardous waste disposal impoundments on the Premises pursuant to an Agreement of Sale between Releasor and Releasee dated December 14, 1993, copies of which are on file with Releasor and Releasee. This reservation of rights shall expire upon notification by the State of Connecticut, Department of Environmental Protection or the United States Environmental Protection Agency that Releasor's obligation with respect to hazardous waste disposal impoundments are complete.
9. Right and easements in favor of the State of Connecticut as set forth in the Certificate of Taking dated November 4, 1998 and recorded November 13, 1998 in Volume 730, Page 99 of the Killingly Land Records. (See Also: SL596)

Being the same premises described in a certain Quit-Claim Deed from William Pryn, Inc. to Festival Realty, Inc., dated January 27, 1994 and recorded in Vol. 593 at Page 259 of the Town of Killingly Land Records.

RECEIVED FOR RECORD
06/08/2007 11:47:18AM
TOWN OF KILLINGLY, CT

Yvonne Clark Elizabeth M Wilson
BK: 01103 PG: 00036

QUITCLAIM DEED

WILLIAM PRYM, INC., a Delaware corporation having its principal office at 950 Brisack Road, Spartanburg, South Carolina 29304, hereinafter called the RELEASOR, for the consideration paid, grant to FESTIVAL REALTY, INC., a Connecticut corporation having its principal office at Main Street, Route 101, Dayville, Connecticut 06241, hereinafter called the RELEASEE, with QUITCLAIM COVENANTS all that certain piece or parcel of land together with buildings and improvements thereon situated and all rights appurtenant thereto, in the Town of Killingly, County of Windham and State of Connecticut, more particularly bounded and described as follows:

Beginning at a point in the northerly line of Main Street in the Village of Dayville at the southeasterly corner of land now or formerly of Ethel Fiske; thence running easterly and southeasterly along the northerly and northeasterly line of Main Street, 362.83 feet, more or less, to the southwesterly corner of land now or formerly of Astro Realty, Inc.; thence running N 37° 2' 43" E, 83.94 feet to a drill hole; thence running N 19° 25' 32" E, 27.52 feet to a drill hole; thence running N 26° 15' 18" E, 69.85 feet to a drill hole; thence running N 3° 29' 27" E, 75.31 feet to a drill hole; thence running N 14° 16' 26" W, 56.63 feet to a drill hole; thence running N 11° 36' 21" W, 9.07 feet to a drill hole; thence running N 11° 41' 34" E, 10.91 feet to a drill hole; thence running N 5° 8' 8" W, 49.03 feet to a drill hole; thence running N 16° 39' 30" W, 25.23 feet to a drill hole; thence running N 27° 12' 17" W, 31.18 feet to a drill hole; thence running 322 feet, more or less, along the edge of Five Mile River to land now or formerly of New York, New Haven & Hartford Railroad Co., the preceding 11 courses being along land now or formerly of Astro Realty, Inc.; thence running northerly across Five Mile River and along the westerly line of land now or formerly of said Railroad Co., 969.9 feet, more or less, to a point on the southerly shore of Dayville Pond; thence running generally westerly along the shore of Dayville Pond to a northeasterly corner of land now or formerly of St. Joseph Roman Catholic Church; thence running southerly along the easterly line of land now or formerly of said Church, 321.9 feet; thence running easterly along the northerly line of land now or formerly of said Church and the northerly terminus of Sayles Avenue, partly along each, in all, 257.3 feet; thence running southerly along the easterly line of Sayles Avenue, 589 feet to a point, 131.4 feet northerly of the northerly line of Main Street as measured along the easterly line of Sayles Avenue; thence running easterly along the northerly lines of lands now or formerly of Byron Barrowclough and Ethel Fiske, partly along each, in all, 128 feet; thence running southeasterly, 86.5 feet and southerly, 92.7 feet to the point of beginning, the last 2 courses being the northeasterly and easterly lines of land now or formerly of Ethel Fiske.

EXCLUDING THEREFROM a parcel of land 60 feet square lying 102.07 feet northerly of the northerly terminus of Sayles Avenue; conveyed to The Connecticut Light and Power Company by a deed recorded in Killingly Land Records, Volume 101, Page 297, but TOGETHER WITH reversionary interest reserved in said deed.

Being the same as the First Tract in a deed from Emerson P. Smith to William Prym, Inc. dated July 14, 1939 and recorded in said Land Records, Volume 92, Page 223, excepting 3 parcels conveyed (1) to Saint Joseph's Roman Catholic Church of Dayville by deed recorded in said Land Records, Volume 99, Page 61, (2) to The Connecticut Light and Power Company by deed recorded in said Land Records, Volume 101, Page 297 and (3) to Astro Realty, Inc. by deed recorded in said Land Records, Volume 192, Page 191; and the same premises conveyed to William Prym, Inc. by deed of Byron F. Barrowclough dated February 13, 1940 and recorded in said Land Records, Volume 91, Page 298.

TOGETHER WITH right to maintain overhead access ways reserved in said deed to Astro Realty, Inc.

Said premises are conveyed subject to:

1. Taxes due the Town of Killingly on the List of October 1, 1992 and thereafter.
2. Any and all provisions of any ordinances, municipal regulation or public law.
3. Any state of facts which an accurate survey or personal inspection of the Premises may reveal.
4. A Lease between Seller and Summit Hydropower dated March 5, 1993.
5. Such rights of way, easements, covenants and restrictions as of record may appear.
6. Consent orders by the State of Connecticut, Department of Environmental Protection, as of record may appear.
7. By acceptance of this deed, Releasee, for itself and its successors and assigns agrees that it shall not allow excavation or exposure of the land under the present floor of the original "mill" building (Building No. 1) on the Premises without the prior consent of Releasor, its successors or assigns.
8. Releasor, its successors or assigns, hereby reserves rights of ingress and egress by pedestrians and vehicles over the premises for the purpose of groundwater monitoring and performing environmental remediation in connection with the hazardous waste disposal impoundments on the Premises pursuant to an Agreement of Sale between Releasor and Releasee dated December 14, 1993, copies of which are on file with Releasor and Releasee. This reservation of rights shall expire upon notification by the State of Connecticut, Department of Environmental Protection or the United States Environmental Protection Agency that Releasor's obligation with respect to hazardous waste disposal impoundments are complete.

Signed this 27th day of January, 1994.

Witnessed by:

WILLIAM PRYM, INC.

Paul N. Mackoy
 Paul N. Mackoy
[Signature]
 A. GRANT WELLS

By: Johan Starrenburg
 Johan Starrenburg
 Its Vice President - Operations

STATE OF South Carolina
 COUNTY OF Spokaneburg

ss. Spokaneburg January 27, 1994

Personally Appeared Johan Starrenburg, Vice President - Operations of William Prym, Inc., 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.

CONVEYANCE TAX RECEIVED
 STATE: 250.00
 TOWN: 27.50
[Signature]
 Ass't. Town Clerk

Sandra C. Templeton
 Sandra C. Templeton
 Commissioner of the Superior Court
 SANDRA C. TEMPLETON
 MY COMMISSION EXPIRES: MAY 12, 1996

Releasees' Address:
 Main Street
 Route 101
 Dayville, CT 06241

Received: January 31, 1994 at 3:45 PM

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

KNOW YE, That I, Emerson P. Smith, of the City and County of Providence, and State of Rhode Island, for the consideration of Twenty-three thousand (\$23,000.00) dollars received to my full satisfaction of William Frym, Inc., a corporation organized and existing under and by virtue of the laws of the State of New York, having an office and principal place of business in Long Island City, in the State of New York, do give, grant, bargain, sell and confirm unto the said William Frym, Inc., four certain tracts or parcels of land with any buildings thereon standing located in the Village of Dayville, Town of Killingly, County of Windham and State of Connecticut, bounded and described as follows:

FIRST TRACT: Beginning at a point on the northerly line of Main Street in said Village at the Southeastery corner of land deceded by the Assawaga Company to Ethel Fiske and running thence Easterly and Southeastery along the Northerly and Northeastery line of Main Street about 473 feet to land sold by the Assawaga Co. to J. F. and Ellen Kenyon; thence Northeastery 66.7 feet; thence Southeastery 74.7 feet; thence Southerly 16.15 feet, the last three lines abutting Southeastery, Southwestery and Westerly on said Kenyon land; thence Southeastery 82.4 feet abutting Southwestery on land now or formerly of A. J. Savanagh; thence Northeastery 15.7 feet; thence Southeastery 48.1 feet, the last two lines abutting Southeastery and Southwestery on land of Agnes and Esther Gillen; thence Northeastery 63.8 feet abutting Southeastery on a highway leading to Attawaugan; thence Northerly on a line 484 feet Westerly from and parallel to the center line of the main track of the Norwich & Worcester Railroad Co. a distance of 157.7 feet abutting Easterly on said Railroad Company's land; thence Westerly 32.87 feet; thence Northerly 48.3 feet; thence Easterly 92.87 feet, the last three lines abutting Northerly, Easterly and Southerly on land now or formerly of the Davis & Brown Woollen Co.; thence Northerly about 1380 feet, this line crossing the Five Mile River and running to the Southerly shore of the Dayville Pond, so-called, abutting Easterly on said Railroad; thence in a General Southerly and Westerly direction following the shore line of said pond until it comes to land of the St. Joseph's Roman Catholic Church; thence Easterly about 112 feet; thence Southerly about 178.2 feet, these two lines abutting Southerly and Westerly on said Roman Catholic Church; thence Easterly 285.3 feet abutting Southerly on land now or formerly of Byron Barrowclough, et al. and also abutting Southerly on Sayles Avenue; thence Southerly at right angles 99 feet abutting Westerly on Sayles Avenue; thence Easterly at right angles 128 feet; thence Southerly at right angles 285 feet; thence Westerly at right angles 128 feet to the Easterly line of Sayles Avenue, the last three lines abutting Southerly, Westerly and Northerly on land to be deceded to said Byron Barrowclough; thence Southerly at right angles 66 feet abutting Westerly on Sayles Avenue; thence Easterly at right angles 128 feet; thence Southerly at right angles 140.3 feet, the last two lines abutting Southerly and Westerly on other land of said Barrowclough; thence Southeastery 86.5 feet; thence Southerly 92.7 feet to the point of beginning, the last two lines abutting Southwestery and Westerly on said Ethel Fiske land.

Together with the right to maintain its dam across the Five Mile River and its wasteways from its canal and ponds at a level one foot above the crest of the wasteway near its mill which level one foot above said crest is marked by the top of a round spike driven horizontally into the east wall of the grantor's main mill building 10 feet and 5 inches southerly from the northeastery corner of said building and at the top of the eleventh course of brick from the water table of said building, and the further right to flow so much of the herein conveyed land as may be flowed by maintaining said dam and said wasteways at said level with suitable embankments, but it is understood and agreed that the grantee and its successors and assigns may fill in and raise the surface of the conveyed land to any height it or they may elect, as more particularly described in a certain deed from Franklin S. Jerome to the Assawaga Company recorded in the Town of Killingly Land Records Vol. 62 at pages 455-460.

SECOND TRACT: Beginning at a merestone on the Southerly side of Main Street at the Northeastery corner of land now or formerly of M. A. Sayles and running thence Southerly 201.5 feet to another merestone; thence Westerly 100.7 feet to another merestone, the last two lines abutting Westerly and Northerly on said M. A. Sayles land; thence Southerly 88.2 feet to another merestone abutting Westerly on land now or formerly of S. L. Sayles; thence deflecting 83° 8' to the right and running 178 feet; thence deflecting 96° to the right and running 340 feet; thence Easterly about 60 feet crossing the Five Mile River; thence Northerly along the Easterly shore of the said Five Mile River about 170 feet abutting Easterly on land now or formerly of Elijah Evans; thence Easterly 154.9 feet abutting Southerly on said Evans land; thence Northeastery 80 feet to a merestone abutting Southeastery on land now or formerly of Edward Billings; thence Northwestery 12 feet; thence Northerly 130.4 feet, the last two lines abutting Northeastery and Easterly on land of N. P. and L. Gingras; thence continuing Northeastery 130.7 feet abutting Southeastery on land of Harold Fiske to a point of the Southwestery side of Main Street; thence Northwestery and Westerly along the Southeastery and Southerly line of Main Street 270.4 feet; thence Southerly 114 feet; thence Westerly 93 feet; thence Northerly about 112.4 feet to the Southerly line of Main Street, the last three lines abutting Westerly, Northerly and Easterly on land of Byron Barrowclough; thence Westerly along the Southerly line of Main Street 99.6 feet to the point of beginning.

Excepting from the above described second tract the following land heretofore conveyed by the within grantor to Byron F. Barrowclough: That certain triangular tract or parcel of land, together with all buildings and other improvements thereon, located in the Village of Dayville, Town of Killingly, County of Windham, and State of Connecticut, being the central portion of lot #1b on a plan of land of the Assawaga Mill, made in November, 1938 by Chandler & Palmer, Engineers, Norwich, Connecticut, and bounded and described as follows: Beginning at a point of the southwestery side of Main Street and the westerly shore of the Five Mile River and running northwestery and westerly along the southwestery and southerly line of said Main Street, a distance of 200 feet, more or less to the easterly side of the "race" on said Five Mile River; thence southerly in an uneven line along the easterly side of said "race" to a point of land where said "race" merges with said Five Mile River; thence turning easterly and northerly along said point of land and running northerly and northeastery in an uneven line along the westerly shore of said Five Mile River to the point of beginning.

THIRD TRACT: Beginning at a merestone on the Easterly line of the highway leading from Dayville to Putnam at the Northwesterly corner of land now of the Connecticut Company and formerly of the Peoples Tramway Company and running thence Northerly along the Easterly side of said highway 150 feet; thence Easterly at right angles 125 feet; thence Northerly at right angles 500 feet; thence Easterly at right angles about 125 feet to the Easterly line of said highway; the last three lines abutting Northerly, Westerly and Southerly on land to be deeded to Amedie Labrie; thence continuing Northerly along the Easterly line of said highway about 289.4 feet to land formerly of Clayton L. Alexander; thence Easterly about 149.55 feet; thence continuing Easterly about 36.7 feet; thence still Easterly about 269 feet to the Westerly shore of the Dayville Pond, so-called, the last three lines abutting Northerly on land formerly of Clayton L. Alexander; thence running in a general Southerly and Westerly direction along the shore of said Dayville Pond until it intersects the Westerly line of a tract of land owned by the Connecticut Company; being the third tract of land conveyed to The People's Tramway Company by the Assawaga Company, December 15, 1898, recorded in Book 59, pages 524, 525 and 526; thence Southerly about 12 feet; thence Easterly 205.33 feet to the point of beginning abutting southerly on land of the Connecticut Company formerly of the People's Tramway Company.

There is exempted from the above conveyance the tract of land sold by the said Dayville Woolen Company to the People's Tramway Company known as the third tract in the before mentioned deed from the Assawaga Company to the People's Tramway Company.

FOURTH TRACT: Beginning at a corner of wall on the Westerly side of road running from Dayville to Attawaugan; thence North 3° 0' East 375 feet along road to corner of wall; thence North 88° 5' West 1547 feet partly along wall and adjoining land of Vincent Adams to an iron; thence South 52° 30' West 33 feet adjoining land of the Attawaugan Company to a stone post on the Easterly bank of the Five Mile River; thence down said river to the mouth of a brook on the East bank of said river to an iron; thence North 28° 0' East 66 feet to an iron; thence North 3° 0' West 99 feet to an iron; thence North 26° 0' East 132 feet partly by wall to corner of wall; thence South 84° 0' East partly by wall to an iron which is in a contour line four feet above the cap log of dam on this lot. The last four lines adjoining land of Curtis. Thence following said contour line of stream to an iron and stones; thence North 77° 22' East 1435 feet partly along wall to point of beginning; the last two lines adjoin land of Samuel B. Crossman, II, being the same land conveyed by Louis Wolfe to the Assawaga Company, April 13, 1918 and recorded in Book 74, page 58.

There is exempted from the above conveyance the land sold by the Assawaga Company to Ethel M. Adams, October 8, 1926, recorded in Book 80, page 243.

Being lots 11a, 1b, 1c and 1d on a Plan of Land of the Assawaga Mill made in November, 1938 by Chandler & Palmer, Engineers, Norwich, Conn. Also being the same premises described in a certain quit-claim deed from The Angus Park Woolen Company, Inc. to the within grantor dated February 7, 1939 and recorded in Vol. 92 at page 6 of the Killingly Land Records.

Also intending to convey such rights, interest and flowage rights as the grantor has, and including all rights which the grantor has in the Quaddick Reservoir, so-called in the Town of Thompson, Connecticut.

Also intending to convey all water rights in and to said "race" and in and to said Five Mile River, together with such rights as the grantor has to enter upon the premises of Barrowslough at any time for the purpose of cleaning out any part of said "race" as set forth in a deed from the within grantor to the said Byron Barrowslough.

Also included in this conveyance are the following articles of personal property and fixtures situated on said premises:

420 feet Steel Shafting with 42 Pulleys and 48 Hangers, situated in the Card Room on the Third Floor of the Mill Building

147 feet Steel Shafting with 29 Pulleys and 28 Hangers, situated in the Mule Spinning Room on the Fifth Floor of the Mill Building

1 General Electric 2 H. P. Induction Motor, 550 volts, 60 cycle, 3 phase, 1140 R.P.M.
1 Double Action Deep Well Pump 4" x 8"
1 Lawrence Centrifugal Pump 3 1/2"

200 feet Steel Shafting with 21 Pulleys and 26 Hangers
88 feet Steel Shafting with 18 Pulleys and 18 Hangers all situated in the Finishing Room on the First Floor of the Mill Building

3 Westinghouse Transformers, 10 K.V.A., 550/220/110 volts
3 Westinghouse Transformers, 15 K.V.A., 550/220/110 volts
3 Westinghouse Transformers, 15 K.V.A., 550/220/110 volts
2 Rose Carts with Fire Hose

1 Portable Fire Extinguisher, 40 Gallon Capacity, all situated in the Yard

6 Cypress Dye Tubs, 3' x 8'
1 Sturtevant Multivane Fan No. 7, with Heater Coils
1 General Electric 10 H.P. Induction Motor, 550 volts, 60 cycle, 3 phase, 1160 R.P.M.
1 General Electric 10 H.P. Starting Compensator, with Switch
1 Worthington Single Cylinder Air Compressor, 6" x 6" with Steel Air Receiver, all situated in the Dye House

1 Westinghouse 250 K.V.A. Alternating Current Generator, 600 volts, 240 amperes per Terminal, 60 cycle, 3 phase, 600 R.P.M., Direct Connected to Westinghouse 3 K.W. D.C. Generator, 125 volts, 40 amps., 600 R.P.M.

1 Westinghouse 125 K.V.A. Alternating Current Generator, 600 volts, 120 amps. per terminal, 60 cycle, 3 phase, 900 R.P.M.

1 Westinghouse 3 K.W. D.C. Generator, 125 volts, 24 amps., 1700 R.P.M. Type S.K.
2 Slate Switch Board Panels with 12 amperes and Volt Meters, Switches and Grids

1 Sloane Invincible Portable Electric Vacuum Cleaner with Century 1 1/2 H.P.A.C. Motor, 104/208 volts, 60 cycle, 1 phase, 3500 R.P.M., all situated in the Generator Room.

1 Armstrong Pipe Threading Machine, 4" Capacity; situated in the basement of said mill building

1 Eco Watchman System with Seth Thomas Master Clock and 18 Stations, situated in the Office of said mill building.

TO HAVE AND TO HOLD The above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, its successors and assigns forever, to its and their own proper use and behoof. And also, I, the said grantor do for myself, my heirs, executors, administrators, successors and assigns, covenant with the said grantee, its successors and assigns, that at and until the ensueing of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above excepted.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs, successors and assigns forever to warrant and defend the above granted and bargained premises, to it the said grantee, its successors and assigns, against all claims and demands whatsoever, except as above excepted.

IN WITNESS WHEREOF, I have hereunto caused to be set my hand and seal this 14th day of July in the year of our Lord nineteen hundred and thirty-nine.

Signed, sealed and delivered in presence of

Fleurette Bouliars
Sabin S. Russell

Emerson P. Smith (I.S.)

STATE OF CONNECTICUT }
COUNTY OF WINDHAM } ss.

Killingly, July 14, 1939

Personally appeared Emerson P. Smith, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Sabin S. Russell
Notary Public (SEAL)

Received for Record:
July 14, 1939 at 3:00 P. M.

Attest: Anna C. August Ass't. Town Clerk STAMPS: \$23.00

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

KNOW YE, That William Frym, Inc., a corporation organized and existing under and by virtue of the laws of the State of New York, having an office and principal place of business in Long Island City, in the State of New York, acting by H. A. Frym, its President hereunto duly authorized, for the consideration of Twelve thousand five hundred (\$12,500.00) dollars, received to its full satisfaction of Emerson P. Smith, of the City and County of Providence, and State of Rhode Island, do give, grant, bargain, sell and confirm unto the said Emerson P. Smith, four certain tracts or parcels of land with any buildings thereon standing located in the Village of Dayville, Town of Killingly, County of Windham, and State of Connecticut, bounded and described as follows:

FIRST TRACT: Beginning at a point on the Northerly line of Main Street in said Village at the Southeasterly corner of land deeded by the Assawaga Company to Ethel Fiske and running thence Easterly and Southeasterly along the Northerly and Northeasterly line of Main Street about 473 feet to land sold by the said Assawaga Co. to J. F. and Ellen Kenyon; thence Northeasterly 66.7 feet; thence Southeasterly 74.7 feet; thence Southerly 16.15 feet; the last three lines abutting Southeasterly, Southwesterly and Westerly on said Kenyon land; thence Southeasterly 52.4 feet abutting Southeasterly on land now or formerly of A. J. Cavanaugh; thence Northeasterly 13.7 feet; thence Southeasterly 48.1 feet, the last two lines abutting Southeasterly and Southeasterly on land of Agnes and Esther Gillen; thence Northeasterly 53.6 feet abutting Southeasterly on a highway leading to Attawaugan; thence Northeasterly on a line 492 feet Westerly from and parallel to the center line of the main track of the Norwich & Worcester Railroad Co. a distance of 157.7 feet abutting Easterly on said Railroad Company's land; thence Westerly 32.87 feet; thence Northerly 48.3 feet; thence Easterly 32.87 feet, the last three lines abutting Northerly, Easterly and Southerly on land now or formerly of the Davis & Brown Woolen Company; thence Northerly about 1380 feet, this line crossing the Five Mile River and running to the Southerly shore of the Dayville Pond, so-called, abutting Easterly on said Railroad; thence in a general Southerly and Westerly direction following the shore line of said pond until it comes to land of the St. Joseph's Roman Catholic Church; thence Easterly about 112 feet; thence Southerly about 178.2 feet,

Release Vol. 92 page 101

Partially returned on Vol. 94 page 216

EXHIBIT 3

**LAYOUT OF THE EXISTING 25 FOOT RIGHT OF WAY
FROM ATTWAUGAN CROSSING ROAD TO THE LAND OF JOHN D'ABATE**

Grantor	Grantee	Book, Page - Date	Relevant language
John D'Abate	Westlake Steel, Inc. (fka Prefab Construction Company)	Book 133, Page 150 Oct 28, 1958 (Easement Right to John D'Abate Existing 25 Foot Right of Way)	"A right of way twenty-five (25) feet in width for all purposes on foot and with vehicles of all kinds extending northerly from the northerly line of said land of said corporation from the northerly terminus of the right of way which extends through said land of said corporation as reserved in said deed to said corporation to the northerly line of the land or said D' Abate conveyed to him by deed of Pauline Romanowska dated November 29, 1957 and recorded with said Records in Deed Book 130 at Page 239 and there joining with the twenty five (25) foot right of way which extends northerly to the Attwaugan Crossing Road, together with the said right of way which extends northerly therefrom to the Attwaugan Crossing Road, all as delineated on a plan thereof entitled "Layout of the Existing 25 foot Right of Way from Attwaugan Crossing Road to the land of John D' Abate in the Town of Killingly, Conn. Scale 1"=100' Feb. 7, 1958 William W. Pike, Surveyor", duly recorded with Records;
Layout of the Existing 25 Foot Right of Way From Attwaugan Crossing Road to the Land of John D'Abate		Plan recorded on Killingly Land Records Feb 7, 1958	Note: Shows "existing" 25 foot right of way crossing parcels currently owned by Killingly Asphalt Products, LLC (successor to Joseph LaPointe) and Frito-Lay, Inc. (successor in title to all other title owners referenced).
John D'Abate	John D'Abate	Book 130, Page 239 Jan 2, 1958	"The grantor also conveys herein to the within grantee, his heirs and assigns, an open right of way 25 feet wide to the within described tract from Attwaugan Crossing, easterly of land of said railroad company, the said right through land

<p>of Henry Lavoie and Margaret Jasmin to the within described tract, as the same now exists . . .</p> <p>Subject also to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any of flowage it may have. . . .</p> <p>Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.</p> <p>Being the same premises conveyed by Joseph LaPointe to Veronica Romanowska by Warranty Deed dated March 3, 1941 and recorded in Killingly Land Records, Volume 91, Page 463. . . .</p> <p>The premises conveyed by this deed being the same premises conveyed to Pauline Romanowska in a deed from Veronica Romanowska LaPointe to Pauline Romanowska dated December 24, 1946, and recorded in Volume 102, at Page 1 of the Killingly Land Records."</p> <p>"Subject also to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. . . .</p>			
		<p>Book 102, Page 1</p> <p>Dec 24, 1946</p>	<p>Veronica Romanowska LaPointe</p> <p>Pauline Romanowska</p>

KNOW ALL MEN BY THESE PRESENTS,

THAT JOHN D'ABATE of the Town of Johnston and State of Rhode Island, for divers good causes and considerations thereto moving, especially for TEN (10) DOLLARS received to his full satisfaction of WESTLAKE STEEL, INC., does give, grant, bargain, sell and confirm unto WESTLAKE STEEL, INC., a corporation established under the laws of the State of Rhode Island, its successors and assigns the benefit of the following easements, but in common with the grantor, his heirs and assigns, appurtenant to the land of said corporation situated in the Village of Dayville, Town of Killingly, County of Windham and State of Connecticut which was conveyed to said corporation by deed of Veronica Romanowska dated July 21, 1945 and recorded with the Records of Land Evidence in said Killingly in Deed Book 99 at page 1, as follows:-

- (a) the right of way extending from the Dayville-Putnam Road over and across land now or lately of S. Gladys Sheridan easterly to the railroad location of the New York, New Haven and Hartford Railroad Company as the same was conveyed to said D'Abate by S. Gladys Sheridan and John H. Sheridan dated October 28th 1953 and duly recorded with said records prior hereto;
- (b) a right of way twenty five (25) feet in width, for all purposes on foot and with vehicles of all kinds, extending northerly from the northerly line of said land of said corporation from the northerly terminus of the right of way which extends through said land of said corporation as reserved in said deed to said corporation to the northerly line of the land of said D'Abate conveyed to him by deed of Pauline Romanowska dated November 29, 1957 and recorded with said Records in Deed Book 130 at page 239 and there joining with the twenty five (25) foot right of way which extends northerly to the Attawaugan Crossing Road, together with the said right of way which extends northerly therefrom to the Attawaugan Crossing Road, all as delineated on a plan thereof entitled, "Layout of the Existing 25 foot Right of Way from Attawaugan Crossing Road to the land of John D'Abate in the Town of Killingly, Conn. Scale 1" = 100' Feb. 7, 1958 William W. Pike, Surveyor", duly recorded with said Records;

- (c) A right of way, at least twenty five (25) feet in width for all purposes on foot and with vehicles of all kinds, extending north-westerly and westerly, in a concave curve for heavy vehicular traffic, from a point in the westerly line of the right of way described in (b) herein on land of said D'Abate to said railroad location at a point near the northwesterly corner of said D'Abate land, as delineated on the plan referred to in (b) herein.

Said D'Abate, for himself, his heirs and assigns, does hereby reserve the right to use said right of way (c) herein in common with said corporation, its successors and assigns, and it is expressly stipulated herein that the expense of paving, maintaining and repairing the same shall be borne by the parties hereof, their respective heirs, successors and assigns, in direct proportion to the amount of use of said right of way which they may respectively make.

This conveyance is made subject to the rights of others in and to the rights of way (a) and (c) herein and subject also to the existing obligations pertaining to the three rights of way herein or any of them, the equitable proportionate part of which are hereby assumed by said corporation, its successors and assigns.


It is expressly stipulated herein that said corporation may demise the interests in said rights of way hereby conveyed to said corporation in and by the contemplated lease of the said premises of said corporation to U. S. Corrugated-Fibre Box Company and may convey the same pursuant to the option to purchase contained in said lease.

TO HAVE AND TO HOLD the said easements unto the said Westlake Steel, Inc., and to its successors and assigns, to the only use and behoof of the said Westlake Steel, Inc. its successors and assigns so that neither the said John D'Abate nor any other person or persons in his name and behalf shall or will hereafter claim or demand any right or title to the said easements or any part thereof excepting as herein set forth and/or reserved.

IN WITNESS WHEREOF I have hereunto set my hand and seal
this 28th day of October A. D. 1958.

Signed, Sealed and Delivered
in the presence of:

Edward D. Anglin
Bentley Tolin

John D'Abate 

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

October 31, 1958

Personally appeared John D'Abate Signer and Sealer of the
foregoing instrument, and acknowledged said instrument to be his
free act and deed, before me,

*The consideration
for this deed is
such that no
revenue stamps
are required*

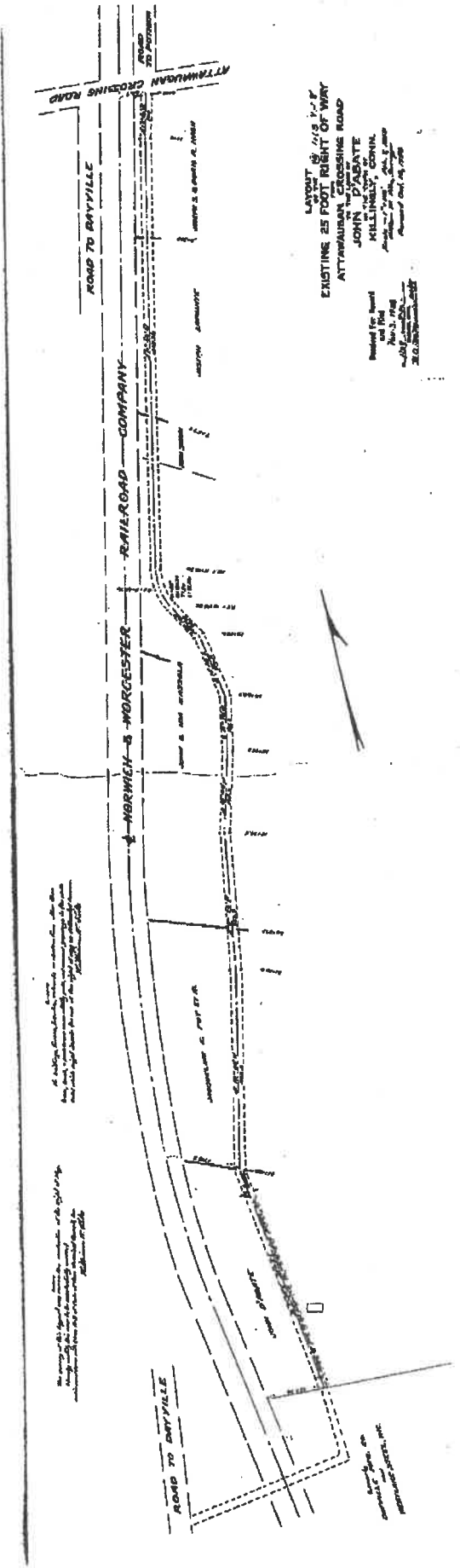
Bentley Tolin
Notary Public
My Commission
Exp. 6/30/61



-3-

Received for Record:
Nov. 3, 1958 at 1:35 P.M.

Attest: *Louisa B. Vimes* Town Clerk



LAMBERT TO HIS 1/2 P
 EXISTING 25 FOOT RIGHT OF WAY
 ATTAWAPUNGAN CROSSING ROAD
 JOHN P. CASATE
 KILLBUCK & COMPANY
 Surveyors
 Attorneys at Law
 Rayville, La.
 February 2nd, 1908

The survey of this road was made by
 the Surveyors of the State of Louisiana
 in the year 1850 and the same was
 confirmed by the Supreme Court of
 Louisiana in the year 1852.

ROAD TO RAYVILLE

To all People to Whom these Presents shall Come Greeting:

Know Ye, That I, PAULINE ROMANOWSKA, of the Town of Killingly, County of Windham, and State of Connecticut,

for the consideration of One (\$1.00) Dollar and other good, valuable, and sufficient considerations, received to my full satisfaction of JOHN D'ABATE of the Town of Johnston, County of Providence, and State of Rhode Island,

do give, grant, bargain, sell and confirm unto the said JOHN D'ABATE, his heirs and assigns forever, a certain tract or parcel of land with the buildings thereon, situated in said Town of Killingly, on the easterly side of land of the New York, New Haven & Hartford Railroad Company about 2523 feet, more or less, southerly from Attawaugan Crossing, so-called, on the east side, and is bounded and described as follows:

"Beginning at a wall, southerly 1221 feet, more or less, to southerly side of ditch leading from the Five Mile River to Alexander's Lake; this westerly side joins said railroad company's land; thence easterly and making an angle, with last line, of $96^{\circ} 35' 44.5$ feet; thence with angle to right $10^{\circ} 40' 41.3$ feet; thence with angle to right of $6^{\circ} 16' 11.2$ feet; the last three lines are along the southerly side of said ditch; thence with angle of $4^{\circ} 42'$ to left, 78 feet; thence with angle to left of $9^{\circ} 4' 18.9$ feet to said Five Mile River; the last five lines adjoin land now or formerly of Warren Webster; thence northerly along said river 821 feet, more or less, to end of wall; thence westerly along said wall 1197 feet, more or less, to point of beginning, northerly line adjoins land now or formerly of Joseph LaPointe, all lines are of feet, more or less."

The grantor also conveys herein to the within grantees, his heirs and assigns, an open right of way 25 feet wide to the within described tract from Attawaugan Crossing, easterly of land of said railroad company, the said right through land of Henry Lavoie and Margaret Jasmin to the within described tract, as the same now exists.

Subject to the rights of the Southern New England Telephone Company to maintain their poles and lines. Subject also to whatever rights the Assawaug Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have.

Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.

Being the same premises conveyed by Joseph LaPointe to Veronica Romanowska by Warranty Deed dated March 3, 1941 and recorded in Killingly Land Records, Volume 91, Page 463.

There is excepted from the above described tract a parcel of land containing 15.07 acres, more or less, conveyed by Veronica Romanowska to Prefab Construction Company dated July 21, 1945, and recorded in Killingly Land Records, Vol. 99, Page 1.

Said premises are conveyed together with all the grantor's rights, rights of way, privileges and reservations set forth in said deed from Veronica Romanowska to Prefab Construction Company dated July 21, 1945, and recorded in Killingly Land Records, Volume 99, Page 1.

Said premises are conveyed subject to a certain pole line right of way as set forth in a grant of Veronica Romanowska to The Connecticut Light and Power Company dated July 21, 1945, and recorded in Killingly Land Records, Volume 99, at Page 186.

The premises conveyed by this deed being the same premises conveyed to Pauline Romanowska in a deed from Veronica Romanowska LaPointe to Pauline Romanowska dated December 24, 1946, and recorded in Volume 102, at Page 1 of the Killingly Land Records.

The grantor, Pauline Romanowska, reserves to herself the right to occupy the house located on the within described premises so long as she shall choose to live there, together with the right of ingress and egress therefrom as it is presently used. In the event of the death of the grantor or in the event that she shall permanently move therefrom then this right shall terminate.

The grantee herein, for himself, his heirs and assigns, as part of the consideration for this conveyance, agrees to assume and pay the town property taxes assessed against said property on the October 1, 1957 Grand List of the Town of Killingly and thereafter.

PR
J.W.H.

Said premises are also subject to a certain easement from Joseph L. LaPointe to The Connecticut Light & Power Company, dated February 18, 1945, and recorded in Volume 87, at Page 222 of the Killingly Land Records.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him, the said grantee, his heirs, ~~successors~~ and assigns forever, to his and their own proper use and behoof.

And also, I, the said grantor, do for myself, my heirs, executors, administrators, ~~successors~~ and assigns, covenant with the said grantee, his ~~successors~~, heirs and assigns, that at and until the encroaching of these presents, I am

well seized of the premises, as a good imbecillible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, I, the said grantor, do by these presents bind myself and my heirs, ~~successors~~ and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him, the said grantee, his ~~successors~~, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

STATE OF CONNECTICUT
COUNTY OF WINDHAM

ss. Killingly,

January 7th, 1947.

This may certify that I, Veronica Romanowska LaPointe, of the Town of Killingly, as the owner of real estate in the Town of Killingly, Connecticut, and that my name which heretofore has been Veronica Romanowska has been changed to Veronica Romanowska LaPointe.

Veronica Romanowska LaPointe

STATE OF CONNECTICUT
COUNTY OF WINDHAM

ss. Killingly,

January 7th, 1947.

Personally appeared Veronica Romanowska LaPointe, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed, before me;

Harry E. Back, Jr.
Notary Public (SEAL)

Received for Records:
January 9, 1947 at 1:00 p. m.

Attest: Constance D. Sullivan Ass't. Town Clerk

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

KNOW YE, That I, Veronica Romanowska LaPointe, of the Town of Killingly, County of Windham and State of Connecticut, for the consideration of One Dollar and other good, valuable and sufficient considerations, received to my full satisfaction of Pauline Romanowska, of said Town of Killingly, (mother of the grantor) do give, grant, bargain, sell and confirm unto the said Pauline Romanowska, her heirs and assigns forever, a certain tract or parcel of land with the buildings thereon, situated in said Town of Killingly on the easterly side of land of the New York, New Haven & Hartford Railroad Company about 2523 feet, more or less, southerly from Attawaugan Crossing, so-called, on the east side, and is bounded and described as follows:

Beginning at a wall, southerly 1221 feet, more or less, to southerly side of ditch leading from the Five Mile River to Alexander's Lake; thence westerly side joining said railroad company's land; thence easterly and making an angle with last line, of 98° 35' 44.6 feet; thence with angle to right of 1° 40' 41.3 feet; thence with angle to right of 6° 16' 11.2 feet; the last three lines are along the southerly side of said ditch; thence with angle of 4° 42' to left, 75 feet; thence with angle to left of 2° 4' 18.9 feet to said Five Mile River; the last five lines adjoin land now or formerly of Warren Webster; thence northerly along said river 321 feet, more or less, to end of wall; thence westerly along said wall 1197 feet, more or less, to point of beginning, northerly line adjoins land now or formerly of Joseph LaPointe, all lines are of feet, more or less.

The grantor also conveys herein to the within grantees, her heirs and assigns, an open right of way 25 feet wide to the within described tract from Attawaugan Crossing, easterly of land of said railroad company, the said right through land of Henry Lavoie and Margaret Jamin to the within described tract, as the same now exists.

Subject to the rights of the Southern New England Telephone Company to maintain their poles and lines. Subject also to whatever rights the Assawaugus Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have.

Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.

Being the same premises conveyed by Joseph LaPointe to Veronica Romanowska by warranty deed dated March 3, 1941 and recorded in Killingly Land Records, Vol. 91 page 452.

There is excepted from the above described tract a parcel of land containing 15.07 acres, more or less, conveyed by Veronica Romanowska to Prefab Construction Company dated July 21, 1945, and recorded in Killingly Land Records, Vol. 99 page 1.

Said premises are conveyed together with all the grantor's rights, rights of way, privileges and reservations set forth in said deed from Veronica Romanowska to Prefab Construction Company dated July 21, 1945, and recorded in Killingly Land Records, Vol. 99 page 1.

Said premises are conveyed subject to a certain pole line right of way as set forth in a grant of Veronica Romanowska to The Connecticut Light and Power Company dated July 21, 1945, and recorded in Killingly Land Records, Vol. 99 page 186.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her, the said grantee, her heirs and assigns forever, to her and their own proper use and behoof. And also, I, the said grantor do for myself, my heirs, executors, administrators and assigns covenant with the said grantee her heirs and assigns that at and until the unsealing of these presents, I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above set forth.

AND FURTHERMORE I, the said grantor do by these presents bind myself and my heirs and assigns forever to warrant and defend the above granted and bargained premises to the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as above excepted.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 24th day of Dec. in the year of our Lord nineteen hundred and forty-six.

Signed, sealed and delivered
in presence of

Elia H. Back

Veronica Romanowski LaPointe (L.S.)

Harry E. Back, Jr.

STATE OF CONNECTICUT }
COUNTY OF WINDHAM } ss. Killingly,

Dec. 24, A. D. 1946.

Personally appeared Veronica Romanowski LaPointe, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Harry E. Back, Jr.
Notary Public

Received for Record:
January 9, 1947 at 1:01 p. m.

Attest: Constantine J. D'Amico Ass't. Town Clerk

The consideration is such that no revenue stamps are required.

KNOW ALL MEN BY THESE PRESENTS:

THAT Danielson Federal Savings and Loan Association, a banking corporation organized and existing under and by virtue of the laws of the United States of America, and located and having an office and principal place of business in the Borough of Danielson, Town of Killingly, County of Windham and State of Connecticut, does hereby release and discharge a certain mortgage from Usko A. Mattinen, to Danielson Federal Savings and Loan Association, dated September 5, 1946, and recorded in the Land Records, of the Town of Killingly, in the County of Windham, and State of Connecticut, in Volume No. 101 on page No. 134.

IN WITNESS WHEREOF, Danielson Federal Savings and Loan Association, by Burdette G. Hopkins, its President, and Clifford H. Starkweather, its Secretary, both hereunto duly authorized, has caused these presents to be executed and its corporate seal to be affixed this 28th day of December, A. D., 1946.

Signed, sealed and delivered
in the presence of

DANIELSON FEDERAL SAVINGS AND LOAN
ASSOCIATION (SEAL)

Anna M. Phelan

By Burdette G. Hopkins (L.S.)
President

John E. Sva

And Clifford H. Starkweather (L.S.)
Secretary

EXHIBIT 4

KILLINGLY ASPHALT PRODUCTS, LLC

Grantor	Grantee	Book, Page - Date	Relevant language
James E. Rose	Killingly Asphalt Products, LLC	Book 834, Page 217 March 27, 2002	"Together with a twenty-five foot (25') right of way as shown on said map" or plan entitled "Property Survey Prepared For KILLINGLY ASPHALT PRODUCTS, LLC SOUTHERLY OF ATTAWAUGAN CROSSING ROAD KILLINGLY, CONNECTICUT SCALE 1"=50', DATE: 12/03/2001 SHEET: 101" prepared by KWP Associates, 250 Pomfret Center, CT 06259-0106 which map or plan is on file in the office of the Killingly Town Clerk . . . Said premises are conveyed subject to the following: 4. Twenty-five foot (25') right of way as set forth in the Warranty Deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded October 15, 1949 in Volume 106, Page 487 of the Killingly Land Records.
Louis J. Malone and Bernice Malone	James E. Rose	Book 416, Page 342 Nov 6, 1987	

Joseph R. LaPointe	Louise J. Malone and Bernice Malone	Book 330, Page 270 Feb 12, 1985	<p>“Said tract of land is subject to a right of way over said tract 25 feet in width, extending in a southerly direction from said Lake Road, said right of way being easterly of the Southern New England Telephone Company pole line as more particularly set forth in a deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded in the Town of Killingly Land Records in Volume 106 at Page 487.”</p> <p>“Said tract is subject to whatever rights of flowage Assawaga Company has to maintain their dam and ditch from same. Also whatever rights of flowage they may have. Said tract is subject to whatever rights there may be to the use of ditch to carry water from the Five Mile River to Alexander’s Lake. Also there is included the right to the right of way referred to in deed for watering cattle in the Five Mile River. . . .”</p>
Joseph LaPointe	Joseph Raymond LaPointe	Book 106 Page 487 1949	<p>“ . . . said tract is subject to whatever rights the Assawaga Company has to maintain their dam and ditch from same. Also whatever rights there may be to the use of ditch to carry water from the Five Mile River to Alexander’s Lake. Also there is included the right to the right of way referred to in deed for watering cattle in the Five Mile River. . . .”</p>

001002

VOL. 834 PAGE 217

STATUTORY FORM WARRANTY DEED

JAMES E. ROSE of 934 North Main Street, Danbury, CT 06239 (the "Grantor") for consideration of Three Hundred Fifty Thousand Dollars (\$350,000) paid, grants to **KILLINGLY ASPHALT PRODUCTS, L.L.C.**, a Connecticut limited liability company having an address of 127 Attawaugan Crossing, Killingly, Connecticut 06239 (the "Grantee"), its successors and assigns, with **WARRANTY COVENANTS**, all that certain piece or parcel of land, with all buildings and improvements thereon, situated in the Town of Killingly, County of Windham and State of Connecticut and being shown on a certain map or plan entitled "**Property Survey Prepared For KILLINGLY ASPHALT PRODUCTS, L.L.C. SOUTHERLY OF ATTAWAUGAN CROSSING ROAD KILLINGLY, CONNECTICUT SCALE 1" = 50', DATE: 12/03/2001 SHEET: 1 OF 1**" prepared by KWP associates, 250 Killingly Road, Pomfret Center, Connecticut 06259-0106 which map or plan is on file in the office of the Killingly Town Clerk, and being more particularly bounded and described as follows:

Commencing at an iron pin set in the westerly highway line of Interstate #395, which point marks the southeasterly corner of land n/f Poludniak, LLC and the northeasterly corner of the herein described parcel of land;

Thence running S 42° 05' 02" E a distance of 11.16 feet to a CHD monument;

Thence running S 31° 18' 24" E a distance of 481.41 feet to a point, the last two courses and distances being along the westerly highway line of INTERSTATE #395;

Thence running N 73° 19' 28" W a distance of 1,012.58 feet to a point;

Thence running N 81° 26' 15" W a distance of 262.62 feet to a point, the last two courses and distances being along land n/f Frito-Lay, Inc.;

Thence running N 02° 43' 28" E along land n/f Providence and Worcester Railroad a distance of 227.81 feet to an iron pin;

Thence running S 81° 26' 14" E along land n/f Robert Kieltyka, Wayne L. Woodis and H. Eleni Woodis a distance of 309.77 feet to a point;

Thence running S 81° 04' 00" E a distance of 248.00 feet to a point;

Thence running S 82° 20' 14" E a distance of 351.00 feet to a point;

Thence running S 83° 06' 15" E a distance of 107.71 feet to the point and place of beginning, the last three courses and distances being along land n/f Poludniak, LLC.

Together with a twenty-five foot (25') right of way as shown on said map.

Together with Special Permits recorded in Volume 455, Page 119, Volume 541, Page 254, Volume 576, Page 230, Volume 592, Page 302, Volume 623, Page 298, Volume 627,

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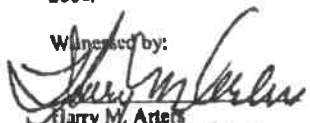
Being the same premises conveyed to James E. Rose by Warranty Deed of Louis J. Malone and Bernice Malone dated November 6, 1987 and recorded in Volume 416 at Page 342 of the Killingly Land Records.

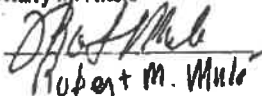
Said premises are conveyed subject to the following:

1. Taxes on the Grand List of October 1, 2000, first half paid, second half not yet due and payable, and taxes on the Grand List of October 1, 2001, assessed but not yet due and payable, which taxes the Grantee herein assumes and agrees to pay as part consideration for this deed.
2. Any and all provisions of any ordinance, municipal regulation or public or private law, including building and building line restrictions and zoning regulations.
3. Notes, Twenty-five foot (25') right of way, CL&P Easement and Non Access Highway Line as shown on the map referenced above.
4. Twenty-five foot (25') right of way as set forth in the Warranty Deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded October 15, 1949 in Volume 106, Page 487 of the Killingly Land Records.
5. Easement in favor of The Connecticut Light and Power recorded in Volume 111, Page 493 of the Killingly Land Records.
6. Reservations of well rights as set forth in the Warranty Deed from Joseph Raymond LaPointe to Robert L. LaPointe dated May 17, 1960 and recorded May 18, 1960 in Volume 139, Page 94 of the Killingly Land Records.
7. Waiver and relinquishment of all rights of access as set forth in the Warranty Deed from Robert L. LaPointe to the State of Connecticut dated January 14, 1965 and recorded March 1, 1965 in Volume 158, Page 43 of the Killingly Land Records.
8. Special Permits recorded in Volume 455, Page 119, Volume 541, Page 254, Volume 576, Page 230, Volume 592, Page 302, Volume 623, Page 298, Volume 627, Page 201, Volume 650, Page 175, Volume 737, Page 152 all of the Killingly Land Records.

In Witness Whereof, the Grantor has hereunto set his hand this 27th day of March, 2002.

Witnessed by:


Harry M. Arter


Robert M. White


James E. Rose

DISTRICT OF COLUMBIA ss. Washington,

A. D. 1949

Personally appeared Philip W. Clarke, signer and sealor of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Robert H. Heist
Notary Public (REAL)

STATE OF CONNECTICUT }
COUNTY OF WINDHAM } ss. Killingly

September 30th, 1949.

Personally appeared Milton D. Clarke, signer and sealor of the foregoing instrument and acknowledged the same to be his free act and deed, before me,

Mary E. Dolloff
Notary Public (REAL)

Received for Records
October 14, 1949 at 4:50 P. M.

Attest: Louis B. Jones Ass't. Town Clerk

CONSIDERATION IS SUCH THAT NO REVENUE
STAMPS ARE REQUIRED.

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

KNOW YE, that I, Joseph LaPointe, of the Town of Killingly, County of Windham and State of Connecticut for the consideration of One Dollar and other good, valuable and sufficient consideration received to my full satisfaction of Joseph Raymond LaPointe, of the said Town of Killingly, County of Windham and State of Connecticut do give, grant, bargain, sell and confirm unto the said Joseph Raymond LaPointe, a certain tract or parcel of land situated east of N.Y.N.H. & H.R.R. and south of road from Alexander's Lake to Attawangan, and more particularly bounded and described as follows:

Beginning 322 feet, more or less, from the junction of the Lake Road (at Attawangan Crossing) and the easterly line of said Railroad Company, at point formerly an old wall; thence easterly along wall 1362 feet, more or less, to corner of wall; thence south-east 632 feet, more or less to corner of wall, the first two lines adjoin land of Joseph L. Lapointe and Arthur Waterhouse; thence westerly along wall to land of N.Y.N.H. & H.R.R., this line adjoins land of Henry Lewis; thence northerly 410 feet, more or less, along said N.Y.N.H. Company land to point of beginning, containing about 19 acres, more or less; said tract is subject to a right of way in and through said tract of land, 25 feet wide, easterly of Southern New England Telephone Co. Lines, which rights expire October 23, 1954.

Being a part of the same premises conveyed to Joseph LaPointe by Warranty Deed of Ethel A. Atwood, dated December 29, 1930, and recorded in Killingly Land Records, Vol. 61, page 226.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee his heirs, successors and assigns forever, to them and their own proper use and behoof. And also, I, the said grantor do for myself my heirs, executors, administrators, successors and assigns, covenant with the said grantee his successors, heirs and assigns, that at and until the annulling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I, the said grantor do by these presents bind myself and my heirs, successors and assigns forever to warrant and defend the above granted and bargained premises to him the said grantee his successors, heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto caused to be set my hand and seal this 2nd day of September in the year of our Lord nineteen hundred and forty-nine.

Signed, sealed and delivered
in presence of

Judith M. Chapin

Joseph LaPointe (L.S.)

William L. St. Onge

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

KNOW YE THAT, Ethel A. Atwood of the Town of Plainfield, County of Windham, and State of

Connecticut

for the consideration of One dollar and other good, valuable, and sufficient considerations received to my satisfaction of Joseph LaPointe of the Town of Putnam, County of Windham, and

State of Connecticut

do give, grant, bargain, sell and convey unto the said Joseph LaPointe of certain tenements or parcels of land situated east of N. Y. N. H. & H. R. R. and south of road from Alexander's Lake to Attawapung, and more particularly bounded and described as follows: Beginning at junction of southerly line of said road and easterly line of land of the N. Y. N. H. & F. R. R. Company about 3723.8 feet to the southerly side of a ditch leading from the Five Mile River to Alexander's Lake; thence easterly and making an angle with last line of 90° 35' 44.8 feet; thence with angle to right of 1° 40' 43.5 feet; thence with angle to right of 6° 16' 11.2 feet. The last three lines are along southerly side of said ditch; thence with angle of 6° 42' to left 78 feet; thence with angle to left of 94° 18.9 feet to the Five Mile River. The last five lines adjoin land of or formerly of Warren Webster; thence northerly along river about 1000 feet to a point on bank of river at end of wall thence northerly 257.8 feet to a bound on the southerly line of a right of way to a watering place on the Five Mile River; thence N. 35° 21' E. 121.5 feet to a marstone; thence N. 25° 19' E. 124 feet to a marstone; thence N. 19° 15' E. 115.5 feet to a bound on the northerly side of a trench which formerly carried water from the Five Mile River to Alexander's Lake; thence N. 10° 15' E. 698 feet to a south end of a wall and about 2 feet east of north end of wall. The last four lines adjoin land of Powell & Alexander; thence thence making an angle to right of 90° 12.5 feet to an angle in wall; thence making an angle to left of 4° 21' 3.8 feet; thence making an angle to left of 0° 21' 23.8 feet to corner of wall; thence N. 25° 21' E. 212 feet along wall; thence N. 25° 21' E. 237 feet along wall; thence N. 25° 21' E. 301 feet along wall; thence N. 25° 21' E. 408 feet along wall to corner of wall on the southerly side of said road to Attawapung; thence westerly about 248 feet along southerly side of said road to point of beginning. Containing 104 acres be it the more or less. Said tract is subject to whatever rights the Connecticut Insurance Company has to maintain their dam and ditch from same. Also whatever rights of riparian owners may have. Said tract is subject to whatever rights there may be to the use of water to carry water from the Five Mile River to Alexander's Lake. Also there is included the right to the right of way referred to in deed for watering cattle in the Five Mile River. Also subject to such rights as H. T. Tillingham may have to cut wood on said premises, which rights expire October 15, 1921.

He gave and to hold, the above granted and bargained premises, with the appurtenances thereto unto his heirs and assigns forever, to his heirs, executors, and administrators, covenant with the said Grantee his heirs and assigns, that at and with the conveying of these presents, I do will and intend of the premises, as a good inheritance estate to the Grantee, and have good right to bargain and sell the same to whomever and term as is above written; and that the same is free from all encumbrances whatsoever, except such rights as are above mentioned.

And Furthermore, I the said Grantee do by these presents bind myself and my heirs, executors and administrators the above granted and bargained premises to his heirs and assigns, against all claims and demands whatsoever, except as above accepted.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of December in the year of our Lord one thousand nine hundred and thirty. Signed, Sealed and Delivered in presence of Ethel A. Atwood H. R. H. R. H. R. H. R. Howard M. Nisbrook

Plainfield Litchfield STATE OF CONNECTICUT, County of Windham, Putnam, December 29, 1930. A. D. 1930. Formally approved Ethel A. Atwood

signed and sealed, of the foregoing instrument and acknowledged the same to be her free act and deed before me. Howard M. Nisbrook Notary Public (Jas) and Joseph C. Chastain Town Clerk

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

Know Ye, That I, JOSEPH R. LAPOINTE, of the Town of Killingly, County of Windham and State of Connecticut

for the consideration of One Dollar (\$1.00) and other valuable considerations

received to my full satisfaction of LOUIS J. MALONE and BERNICE MALONE, of the said Town of Killingly

do give, grant, bargain, sell and confirm unto the said LOUIS J. MALONE and BERNICE MALONE

and unto the survivor of them, and unto such survivor's heirs and assigns forever

A certain tract of land situated east of N.Y.N.H. & H.R.R. and south of road from Alexander's Lake to Attawaugan, being more particularly bounded and described as follows:

Beginning 322 feet from the junction of the Lake Road (at Attawaugan Corners) and the easterly line of said railroad, said point being southerly from said junction and on the easterly line of said Railroad at a point formerly an old wall; thence in an easterly direction along said wall 1362 feet more or less bounding northerly on land now or formerly of Joseph Nash and land now or formerly of Arthur Waterhouse to a corner of wall; thence in a southeast direction 432 feet more or less to an iron pin bounded on the east by land of said Waterhouse; thence in a westerly direction to land of N.Y.N.H. & H.R.R. Co. bounded on the south by other land of the grantor, the last 308 feet of said course being 230 feet southerly of the course first described; thence in a northerly direction along the easterly side of said N.Y.N.H. & H.R.R. 230 feet to the point of beginning.

Containing 10 acres by estimation.

Said tract of land is subject to a right of way over said tract 25 feet in width, extending in a southerly direction from said Lake Road, said right of way being easterly of the Southern New England Telephone Company pole line as more particularly set forth in a deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded in the Town of Killingly Land Records in Vol. 106 at page 487.

The grantor herein reserves the right, for himself, his heirs and assigns, to use certain water from a well on the above described property located about 260 feet from the easterly side of said N.Y.N.H. & H.R.R. and 40 feet north of the southerly boundary line of the above described tract, together with the right to go upon said land and repair, replace and relay the pipe leading from said well to the remaining land of the grantor.

Being the same premises described in deed to Robert L. LaPointe dated May 17, 1960 and recorded in Volume 139, Page 94 of the Killingly Land Records.

EXCEPTING from the above described premises that certain piece or parcel of land conveyed by deed of Robert L. LaPointe to The State of Connecticut dated January 14, 1965 and recorded in Volume 158, Page 43 of the Killingly Land Records, bounded and described as follows:

That certain parcel of land, situated in the Town of Killingly, County of Windham and State of Connecticut, southerly of Attawaugan Crossing Road, and containing 2.65 acres, more or less, bounded and described as follows:

Beginning at a point in the division line between lands now or formerly of Aurora D. Waterhouse, et al, and of the Grantor herein, said point being 105 feet southwesterly from and measured at right angles to the base line of Ramp "H", an approach ramp to the relocation of Route #12;

Thence along land of said Aurora D. Waterhouse, et al, easterly, 336 feet more or less; and southeasterly, 432 feet, more or less, to land now or formerly of Joseph R. LaPointe;

Thence westerly, along land of said Joseph R. LaPointe, 270 feet, more or less, to a point in a straight line drawn from a point 140 feet southwesterly from and measured at right angles to said base line at P.T. Station 59 + 9.40 to a point 105 feet southwesterly from and measured at right angles to said base line at Station 5+00;

DISTRICT OF COLUMBIA ss. Washington,

A. D. 1949

Personally appeared Phillip W. Clarke, signer and sealor of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Robert H. Weist
Notary Public (SEAL)

STATE OF CONNECTICUT }
COUNTY OF WINDHAM } ss. Killingly

September 30th, 1949.

Personally appeared Milton D. Clarke, signer and sealor of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Mary E. Delloff
Notary Public (SEAL)

Received for Records:
October 14, 1949 at 4:50 P. M.

Attest: Louis B. Quinn Ass't. Town Clerk

CONSIDERATION IS SUCH THAT NO REVENUE STAMPS ARE REQUIRED.

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

KNOW YE, That I, Joseph LaPointe, of the Town of Killingly, County of Windham and State of Connecticut for the consideration of One Dollar and other good, valuable and sufficient consideration received to my full satisfaction of Joseph Raymond LaPointe, of the said Town of Killingly, County of Windham and State of Connecticut do give, grant, bargain, sell and confirm unto the said Joseph Raymond LaPointe, a certain tract or parcel of land situated east of N.Y.N.H. & N.H.R.R. and south of road from Alexander's Lake to Attawaugan, and more particularly bounded and described as follows:

Beginning 122 feet, more or less, from the junction of the Lake Road (at Attawaugan Crossing) and the easterly line of said Railroad Company, at point formerly an old wall; thence easterly along wall 1362 feet, more or less, to corner of wall; thence south-east 612 feet, more or less to corner of wall, the first two lines adjoin land of Joseph L. LaPointe and Arthur Waterhouse; thence westerly along wall to land of N.Y.N.H. & N.H.R.R.; this line adjoins land of Henry Lavoie; thence northerly 410 feet, more or less along said R.R. Company land to point of beginning, containing about 19 acres, more or less; said tract is subject to a right of way to and through said tract of land, 25 feet wide, westerly of Southern New England Telephone Co. Poles, which rights expire October 23, 1954.

Being a part of the same premises conveyed to Joseph LaPointe by Warranty Deed of Ethel A. Atwood, dated December 29, 1930, and recorded in Killingly Land Records, Vol. 84, page 226.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee his heirs, successors and assigns forever, to them and their own proper use and behoof. And also, I, the said grantor do for myself my heirs, executors, administrators, successors and assigns, covenant with the said grantee his successors, heirs and assigns, that at and until the unsealing of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I, the said grantor do by these presents bind myself and my heirs, successors and assigns forever to warrant and defend the above granted and bargained premises to him the said grantee his successors, heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto caused to be set my hand and seal this 2nd day of September in the year of our Lord nineteen hundred and forty-nine.

Signed, sealed and delivered
in presence of

Judith M. Chapin

Joseph LaPointe (L.S.)

William L. St. Onge

To all People to whom these Presents shall come,---Greetings

KNOW YE, THAT I, Ethel A. Atwood of the Town of Plainfield, County of Windham, and State of Connecticut

for the consideration of One dollar and other good, valuable, and sufficient considerations received to my full satisfaction of Joseph LaPointe of the Town of Putnam, County of Windham, and State of Connecticut

State of Connecticut

do give, grant, bargain, sell and confirm unto the said Joseph LaPointe a certain tract or parcel of land situated east of N. Y. N. H. & H. R. R. and south of road from Alexander's Lake to Attawapung, and more particularly bounded and described as follows: Beginning at junction of southerly line of said road and easterly line of land of the N. Y. N. H. & P. R. R. Company about 3723.5 feet to the southerly side of a ditch leading from the Five Mile River to Alexander Lake; thence easterly and making an angle with last line of 98° 35' 44.0 feet; thence with angle to right of 1° 40' 41.3 feet; thence with angle to right of 6° 16' 11.2 feet. The last three lines are along southerly side of said ditch; thence with angle of 4° 42' to left 78 feet; thence with angle to left of 9° 4' 18.9 feet to the Five Mile River. The last five lines adjoin land of or formerly of Warren Webster; thence northerly along river about 1950 feet to a point on bank of river at end of wall thence northerly 257.5 feet to a bound on the southerly line of a right of way to a watering place on the Five Mile River; thence N. 28° 21' E. 181.5 feet to a marshland; thence N. 28° 19' E. 134 feet to a marshland; thence N. 19° 18' E. 115.5 feet to a bound on the northerly side of a trench which formerly carried water from the Five Mile River to Alexander's Lake; thence N. 15° 15' E. 498 feet to a south end of a wall and about 2 feet east of north end of wall. The last four lines adjoin land of Powdrell & Alexander, Inc.; thence making an angle to right of 98° 7' 1.5 feet to an angle in wall; thence making an angle to left of 47° 44' 27.8 feet; thence making an angle to left of 0° 31' 43.5 feet to corner of wall; thence N. 68° 21' W. 213 feet along wall; thence N. 67° 31' W. 237 feet along wall; thence N. 66° 44' W. 361 feet along wall; thence N. 28° 30' E. 408 feet along wall to corner of wall on the southerly side of said road to Attawapung; thence westerly about 348 feet along southerly side of said road to point of beginning. Containing 104 acres be it the same more or less. Said tract is subject to whatever rights the Attawapung Company has to maintain their dam and ditch from same. Also whatever rights of drainage they may have. Said tract is subject to whatever rights there may be to the use of ditch to carry water from the Five Mile River to Alexander's Lake. Also there is included the right to the right of way referred to in deed for watering outfit in the Five Mile River. Also subject to such rights as E. T. Tillinghast may have to cut wood on said premises, which rights expire October 15, 1931.

do hereby sell to hold, the above granted and bargained premises, with the appurtenances thereof, unto his heirs and assigns forever, to him and their own proper use and intent. And also, I do hereby give, grant, bargain, sell and confirm unto his heirs, executors, and administrators, covenant with the said Grantee his heirs and assigns, that at and with the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except such rights as are above mentioned.

And Furthermore, I the said Grantee do by these presents bind myself and my heirs forever to WARRANT and DEFEND the above granted and bargained premises to him and assigns, against all claims and demands whatsoever, except as above excepted.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of December in the year of our Lord one thousand, nine hundred and thirty. Signed, Sealed and Delivered in presence of Bessie A. Gowerthiouth Ethel A. Atwood Howard H. Hickcox Litchfield STATE OF CONNECTICUT, County of Windham, Watertown, December 29, A. D. 1930. Personally appeared Ethel A. Atwood

signer and sealer, of the foregoing instrument and acknowledged the same to be his free act and deed before me. Howard H. Hickcox Notary Public (reg) and Joseph C. Prator Town Clerk

EXHIBIT 5

FRITO-LAY, INC.

1. 129 ALTA CROSSING

Grantor	Grantee	Book, Page - Date	Relevant language
Rawson Industries, Inc.	Frito-Lay, Inc.	Book 635, Page 113	"Said premises are conveyed subject to all easements, rights of way and privileges fully set forth in deed from Joseph R. LaPointe to Louis J. and Bernice Malone by Warranty Deed dated February 12, 1985 and recorded in Vol. 330, Page 270 of the Killingly Land Records"
Joseph R. LaPointe	Louise J. Malone and Bernice Malone	Book 330, Page 270 Feb 12, 1985	"Said tract of land is subject to a right of way over said tract 25 feet in width, extending in a southerly direction from said Lake Road, said right of way being easterly of the Southern New England Telephone Company pole line as more particularly set forth in a deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded in the Town of Killingly Land Records in Volume 106 at Page 487." "Said tract is subject to whatever rights of flowage Assawaga Company has to maintain their dam and ditch from same. Also whatever rights of flowage they may have. Said tract is subject to whatever rights there may be to the use of ditch to carry water from the Five Mile River to Alexander's Lake. Also there is included the right to the right of way referred to in deed for watering cattle in the Five Mile River..."

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

Know Ye, That **RAMSON INDUSTRIES, INC.**, a Connecticut corporation with its principal place of business located in the Town of Putnam, County of Windham and State of Connecticut, acting herein by its authorized and empowered President, James W. Rawson,

for the consideration of Two Hundred Seventy Thousand (\$270,000.00) Dollars,

received to its full satisfaction of **FRITO-LAY, INC.**, a Delaware corporation having an office and place of business at 1866 Upper Maple Street, Dayville, Connecticut 06241,

do give, grant, bargain, sell and confirm unto the said Frito-Lay, Inc., its successors and assigns forever,

A certain parcel of land located easterly of Maple Street and southerly of Attawaugan Crossing Road in the Town of Killingly, County of Windham and State of Connecticut and shown on a plan entitled "Site Development Plan prepared For PAUL W. BRANCA & JAMES E. ROSE - Easterly of Maple Street - Killingly, Connecticut - Scale 1"=80' - 1/26/89, Revised 4/5/1989 - KWP Associates", said parcel being bounded and described as follows:

Beginning at a point at the westerly terminus of a stone wall in the easterly line of land now or formerly of Providence and Worcester Railroad, said point being the southwest corner of the herein described parcel and the northwest corner of land now or formerly of Frito-Lay, Inc., and said point being located 730' more or less southerly of Attawaugan Crossing Road, thence S 69 degrees 42' 58" E, partly along a stone wall, 838.83' to a point in a wall intersection; thence S 73 degrees 03' 57" E, following a stone wall, 214.85' to a point; thence S 87 degrees 22' 41" E, following a stone wall, 415.38' to an iron pin in the westerly non-access highway line of Interstate 395, the last three (3) courses being bounded southerly by said Frito Lay, Inc.; thence N 28 degrees 23' 46" W, 234.91' to a Connecticut Highway Department monument; thence N 31 degrees 18' 24" W, 23.00' to a point and a corner of land now or formerly of James E. Rose, the last two (2) courses being bounded easterly by the westerly non-access highway line of Interstate 395; thence N 73 degrees 19' 28" W, 1012.58' to a point; thence N 81 degrees 26' 14" W, 308.00' to a point in the easterly line of land now or formerly of said Providence and Worcester Railroad, the last two (2) courses being bounded northerly by land now or formerly of said Rose; thence S 02 degrees 43' 28" W, bounded westerly by said Railroad, 190.55' to a point at the westerly terminus of a stone wall and the point of beginning.

The above described parcel contains 8.04 acres.

The above described parcel is together with a right of way 25' in width and 113' more or less in length northerly to Attawaugan Crossing Road over land now or formerly of Robert Kialtyka & Wayne L. Woodis and over land now or formerly of James E. Rose as shown on the above mentioned plan.

The above described parcel is subject to a 25' right of way over the westerly portion of said parcel in favor of Frito Lay, Inc. and others as shown on the above mentioned plan.

Subject to an easement in favor of Connecticut Light & Power Company over the westerly portion of the above described parcel as shown on the above mentioned plan. See Vol. 111, Pages 493 and 494.

Said premises are conveyed subject to all easements, rights of way and privileges fully set forth in deed from Joseph R. Lapointe to Louis J. and Bernice Malone by Warranty Deed dated February 12, 1985 and recorded in Vol. 330, Page 270 of the Killingly Land Records, insofar as it affects the locus.

Being the same premises as otherwise described in the following deeds of conveyance: (1) Quit-claim Deed from Paul W. Branca to Richard K. Ouellette dated December 1, 1993, and recorded in Killingly Land Records, Volume 589, Page 18; and, (2) Warranty Deed from Paul W. Branca to Richard K. Ouellette dated September 11, 1990, and recorded in Killingly Land Records, Volume 528, Page 108.

Being the same premises described in a certain Warrantee Deed from Richard K. Ouellette to Rawson Industries, Inc., dated July 7, 1995, and recorded in Killingly Land Records, Volume 634, Page 181.

The Buyer agrees to and does assume the obligation to pay the property taxes assessed by the Town of Killingly and the Attawaugan Fire District on this property on the Grand List of October 1, 1994.

Frito Lay 1995

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

Know Ye, That I, JOSEPH R. LAPOINTE, of the Town of Killingly, County of Windham and State of Connecticut

for the consideration of One Dollar (\$1.00) and other valuable considerations

received to my full satisfaction of LOUIS J. MALONE and BERNICE MALONE, of the said Town of Killingly

do give, grant, bargain, sell and confirm unto the said LOUIS J. MALONE and BERNICE MALONE

and unto the survivor of them, and unto such survivor's heirs and assigns forever

A certain tract of land situated east of N.Y.N.H. & H.R.R. and south of road from Alexander's Lake to Attawaugan, being more particularly bounded and described as follows:

Beginning 322 feet from the junction of the Lake Road (at Attawaugan Corners) and the easterly line of said railroad, said point being southerly from said junction and on the easterly line of said Railroad at a point formerly an old wall, thence in an easterly direction along said wall 1362 feet more or less bounding northerly on land now or formerly of Joseph Nash and land now or formerly of Arthur Waterhouse to a corner of wall; thence in a southeast direction 432 feet more or less to an iron pin bounded on the east by land of said Waterhouse; thence in a westerly direction to land of N.Y.N.H. & H.R.R. Co. bounded on the south by other land of the grantor, the last 308 feet of said course being 230 feet southerly of the course first described; thence in a northerly direction along the easterly side of said N.Y.N.H. & H.R.R. 230 feet to the point of beginning.

Containing 10 acres by estimation.

Said tract of land is subject to a right of way over said tract 25 feet in width extending in a southerly direction from said Lake Road, said right of way being a part of the Southern New England Telephone Company pole line as more particularly set forth in a deed from Joseph LaPointe to Joseph Raymond LaPointe dated September 2, 1949 and recorded in the Town of Killingly Land Records in Volume 139, Page 94.

The grantor herein reserves the right, for himself, his heirs and assigns, to use certain water from a well on the above described property located about 260 feet from the easterly side of said N.Y.N.H. & H.R.R. and 40 feet north of the southerly boundary line of the above described tract, together with the right to go upon said land and repair, replace and relay the pipe leading from said well to the remaining land of the grantor.

Being the same premises described in deed to Robert L. LaPointe dated May 17, 1960 and recorded in Volume 139, Page 94 of the Killingly Land Records.

EXCEPTING from the above described premises that certain piece or parcel of land conveyed by deed of Robert L. LaPointe to The State of Connecticut dated January 14, 1963 and recorded in Volume 158, Page 43 of the Killingly Land Records, bounded and described as follows:

That certain parcel of land, situated in the Town of Killingly, County of Windham and State of Connecticut, southerly of Attawaugan Crossing Road, and containing 2.65 acres, more or less, bounded and described as follows:

Beginning at a point in the division line between lands now or formerly of Aurora D. Waterhouse, et al, and of the Grantor herein, said point being 105 feet southwesterly from and measured at right angles to the base line of Ramp "H", an approach ramp to the relocation of Route #12;

Thence along land of said Aurora D. Waterhouse, et al, easterly, 336 feet more or less; and southeasterly, 432 feet, more or less, to land now or formerly of Joseph R. LaPointe;

Thence westerly, along land of said Joseph R. LaPointe, 270 feet, more or less, to a point in a straight line drawn from a point 140 feet southwesterly from and measured at right angles to said base line at P.T. Station 59 + 9.40 to a point 105 feet southwesterly from and measured at right angles to said base line at Station 5+00;

EXHIBIT 6

FRITO-LAY, INC.

2. 1720 Upper Maple

Grantor	Grantee	Book, Page – Date	Relevant language
Morgan Whitney, Inc.	Frito-Lay, Inc.	Book 1347, Page 5 January 17, 2019	“Permitted Exceptions: 3. Riparian rights of others in and to the Five Mile River. No title is insured below the mean highwater line of the Five Mile River as it now exists or existed formerly. 4. Rights of the Assawauga Company (now or formerly William Pym, Inc.) its successors and assigns, to maintain, repair, inspect and patrol its dam and raceway and flowage rights in connection with the Five Mile River. . . . 6. Whatever rights others may have to use the existing ditch crossing the within described premises to convey water from the Five Mile River to Alexander’s Lake. . . . 9. Rights of way reserved in Warranty Deed from Veronica Romanowska to Prefab Construction Company dated and recorded July 21, 1945 in Volume 99 at Page 1, of the Killingly Land Records; and as reserved in a certain grant from John D’Abate to Westlake Stelle, Inc. Dated October 28, 1958 and recorded in Volume 133 at Page 150 of said land records, and as shown on survey prepared by Bruce D. Woods, CT L.S. #134646 of KWP Associates, filed dated November 6, 2018, last revised 1/16/19.”

<p>The Polymer Corporation</p>	<p>Morgan Whitney, Inc.</p>	<p>Book 455, Page 273 April 18, 1989</p>	<p>“Together with a right of way twenty-five (25) feet in width, in common with others, from the northerly line of the within described premises across lands of others to the southerly side of the Attawaugan Crossing Road. . . .</p> <p>Together with such rights in and to the Five Mile River as were conveyed by John D’Abate to Westlake Steel, Inc. by instrument dated October 28, 1958, and recorded in Volume 133 at Page 153 of the Killingly Land Records. . . .</p> <p>Subject to the following encumbrances:</p> <p>2. Riparian rights of others in and to the Five Mile River. . . .</p> <p>3. Rights of the Assawauga Company (now or formerly William Prym, Inc.), its successors and assigns, to maintain, repair, inspect and patrol its dam and raceway and flowage rights in connection with the Five Mile River. . . .</p> <p>9. [sic] Right-of-Way in a deed to Prefab Construction Company dated July 21, 1945 and recorded in Volume 99 at Page 1 of the Killingly Land Records. . . .</p> <p>12. Rights and obligations contained in a certain grant to John D’Abate, his heirs and assigns, by instrument dated October 28, 1958 and recorded in Volume 133 at Page 155 of the Killingly Land Records.”</p>
<p>Westlake Steel, Inc. (fka Prefab Construction Company)</p>	<p>John D’Abate</p>	<p>Book 133, Page 155 October 28, 1958</p>	<p>“The said grantor’s land and the existing right of ay which extends through the same, as hereinabove referred to, are as set forth in the deed of Veronica Romanowska to the grantor (then called Prefab Construction Company) dated July 21, 1945 and recorded with said Records in Deed Book 99 at page 1.”</p>

Veronica Romanowska

Prefab Construction Company
(subsequently known as Westlake
Steel, Inc.)

Book 99,
Page 1
July 21, 1945

"Subject, also, to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record."

Receipt # 84836 Instr # 2019-00136
Local Tax \$3750.00
State Tax \$18750.00

VOL 1347 PG 5
01/23/2019 01:08:59 PM
5 Pages
WARRANTY DEED
TOWN OF KILLINGLY
Elizabeth M. Wilson, Town Clerk

Record and Return to:
Tiffany Tumidajski
Stewart Title Guaranty Company
929 Kings Highway East, 3rd Floor
Fairfield, CT 06825

(Space above reserved for the Town Clerk's recording information)

WARRANTY DEED

THAT MORGAN, WHITNEY, INC., a Connecticut corporation ("Grantor"), whose address for the purposes hereof is 8379 Sawpine Road, Delray Beach, FL 33446, Attn: Laura Z. Yellin, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto FRITO-LAY, INC., a Delaware corporation ("Grantee"), whose address for the purposes hereof is c/o PepsiCo Global Real Estate, 7701 Legacy Drive, Plano, TX 75024-4099, that certain tract or parcel of land located in the Town of Killingly, County of Windham and State of Connecticut, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes (the "Property") with WARRANTY COVENANTS; provided, however, this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters described in Exhibit B attached hereto and incorporated herein by this reference to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Warranty Deed has been executed by Grantor to be effective as of the 17th day of January 2019.

GRANTOR:

MORGAN, WHITNEY, INC.,
a Connecticut corporation

By: Laura Z. Yellin
Name: Laura Z. Yellin
Its: President

WITNESSETH:

[Signature]
Name: Rodge Wynter
[Signature]
Name: Jamie Belony

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

ss. DELRAY BEACH

On this the 11 day of January, 2019, before me, Jacqueline Ramor, the undersigned notary, personally appeared Laura Z. Yellin, who acknowledged himself/herself to be President of MORGAN, WHITNEY, INC., a Delaware corporation, and that he/she as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation company by himself/herself as President.

In witness whereof, I hereunto set my hand

[Signature]
Signature of Notary Public
Jacqueline Ramor
Printed Name of Notary Public

My Commission expires:

Aug 24, 2022

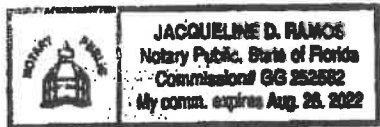


EXHIBIT A

LEGAL DESCRIPTION

THAT CERTAIN tract of land with all buildings thereon, situated easterly of Maple Street on the easterly side of the Providence and Worcester Company railroad location in the northerly part of the Town of Killingly, County of Windham and State of Connecticut, being shown on a map entitled "Site Plan Prepared for INTERNATIONAL PAPER COMPANY and MORGAN-WHITNEY, INC. EASTERLY OF MAPLE STREET KILLINGLY, CONNECTICUT SCALE 1"=50' DATE 1/10/89 SHEET 1 of 1 REVISED 4/3/1989", said survey being prepared by KWP Associates, Killingly, Connecticut, which survey is or will be on file in the Town Clerk's office of Killingly, Connecticut. Said property is more particularly described as follows:

BEGINNING at an iron pin set in the southwesterly corner of the premises herein described at a point thirty-five and seventy-five one-hundredths (35.75) feet easterly from the center line of the Providence and Worcester Company Railroad land as shown on said survey:

thence running N 79° 52' 56" E along land now or formerly of William Frye, Inc. a distance of four hundred twenty-two and thirteen one-hundredths (422.13) feet to an iron pin;

thence running N 82° 15' 04" E along land now or formerly of William Frye, Inc. a distance of four hundred twelve and seventy-four one-hundredths (412.74) feet to an iron pin;

thence running N 88° 31' 12" E along land now or formerly of William Frye, Inc. a distance of one hundred eleven and ninety-three one-hundredths (111.93) feet to a granite monument;

thence running N 83° 56' 47" E partially along a stone wall and partially along land now or formerly of William Frye, Inc. a distance of seventy-seven and ninety-four one-hundredths (77.94) feet to a granite monument;

thence running N 74° 37' 50" E partially along a stone wall and partially along land now or formerly of William Frye, Inc. a distance of one hundred seventy-six and ninety-three one-hundredths (176.93) feet to a granite monument;

thence continuing N 74° 37' 50" E along land now or formerly of William Frye, Inc. a distance of approximately twenty-five (25.00) feet to a point being the southwesterly corner of the premises herein described and being situated on the westerly edge of the Five Mile River;

thence turning and running along the westerly edge of the Five Mile River in a northeasterly direction a distance of approximately six hundred fifty (650.00) feet to a granite monument being the northeasterly corner of the premises herein described, the southeasterly corner of land now or formerly of Leslie & Elliot Co., and which monument is located N 30° 59' 48" W a distance of six hundred six and thirty-two (606.32) feet from the last monument;

thence turning and running S 83° 33' 21" W along land now or formerly of Leslie & Elliot Co. a distance of one hundred fifty-eight and forty-six one-hundredths (158.46) feet to a granite monument;

thence running S 83° 28' 46" W along land now or formerly of Leslie & Elliot Co. a distance of three hundred thirty-three and fifty-nine one-hundredths (333.59) feet to a granite monument;

thence running S 83° 37' 15" W a distance of five hundred seventy-nine and forty-five one-hundredths (579.45) feet to a granite monument;

thence continuing S 83° 37' 15" W a distance of twelve one-hundredths (.12) feet to a point in the easterly line of the Providence and Worcester Company Railroad land and as shown on said survey;

thence turning and running S 18° 08' 57" E along the easterly line of the Providence and Worcester Company Railroad land a distance of six hundred eighteen and twenty-four (618.24) feet to an iron pin being the point and place of beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes due to the Town of Killingly on the Grand List of October 1, 2017, and subsequent lists. First and second quarters on the Grand List of October 1, 2017 are paid; third and fourth quarters are not yet due and payable.
2. Sewer use charges as due to the Town of Killingly, not yet due and payable. Water use charges to the CT Water Company, as due and payable.
3. Riparian rights of others in and to the Five Mile River. No title is insured below the mean highwater line of the Five Mile River as it now exists or existed formerly.
4. Rights of the Assawaugu Company (now or formerly William Prym, Inc.), its successors and assigns, to maintain, repair, inspect and patrol its dam and raceway and flowage rights in connection with the Five Mile River.
5. Any past or future change in Five Mile River which forms the easterly boundary of the land.
6. Whatever rights others may have to use the existing ditch crossing the within described premises to convey water from the Five Mile River to Alexander's Lake.
7. Pole line easement in favor of The Connecticut Light and Power Company dated February 18, 1935 and recorded in Volume 87 at Page 222 of the Killingly Land Records, and as shown on survey prepared by Bruce D. Woods, CT L.S. #13646 of KWP Associates, field dated November 6, 2018, last revised 1/16/19.
8. Rights, covenants and indemnification contained in a certain license agreement between Howard S. Palmer, et al, Trustees of The New York, New Haven and Hartford Railroad Company and Prefab Construction Company dated November 16, 1944 and recorded in Volume 98 at Page 557 of the Killingly Land Records.
9. Rights of way reserved in Warranty Deed from Veronica Romanowska to Prefab Construction Company dated and recorded July 21, 1945 in Volume 99 at Page 1, of the Killingly Land Records; and as reserved in a certain grant from John D'Abate to Westlake Steel, Inc. dated October 28, 1958 and recorded in Volume 133 at Page 150 of said land records, and as shown on survey prepared by Bruce D. Woods, CT L.S. #13646 of KWP Associates, field dated November 6, 2018, last revised 1/16/19.
10. Pole line easement in favor of the Connecticut Light and Power Company dated July 21, 1945 and recorded in Volume 99 at Page 186 of the Killingly Land Records.
11. Sewer easement in favor of the Town of Killingly dated and recorded August 13, 1974 in Volume 206 at Page 43 of the Killingly Land Records, and as shown on survey prepared by Bruce D. Woods, CT L.S. #13646 of KWP Associates, field dated November 6, 2018, last revised 1/16/19.

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

KNOW YE, THAT THE POLYMER CORPORATION, a Pennsylvania corporation with an address at 2120 Fairmont Avenue, Reading, Pennsylvania ("Grantors")

for the consideration of Five Hundred Thousand (\$500,000.00) and no/100 Dollars

received to its full satisfaction of MORGAN WHITNEY, INC. a Connecticut Corporation, with an address at Hawthorn Center, 103 Hawthorn Street, Hartford, Connecticut ("Grantees")

hereby
does give, grant, bargain, sell and confirm unto the said Grantees

See Exhibit A attached hereto and incorporated herein:

CONVEYANCE TAX RECEIVED

STATE: \$ 2,250.00

TOWN: \$ 550

Joan A. Cyp
Asst. Town Clerk

EXHIBIT A

THAT CERTAIN tract of land with all buildings thereon, situated easterly of Maple Street on the easterly side of the Providence and Worcester Company railroad location in the northerly part of the Town of Killingly, County of Windham and State of Connecticut, being shown on a map entitled "Site Plan Prepared for INTERNATIONAL PAPER COMPANY and MORGAN-WHITNEY, INC. EASTERLY OF MAPLE STREET KILLINGLY, CONNECTICUT SCALE 1"=50' DATE 1/30/89 SHEET 1 of 1 REVISED 4/3/1989", said survey being prepared by KWP Associates, Killingly, Connecticut, which survey is or will be on file in the Town Clerk's office of Killingly, Connecticut. Said property is more particularly described as follows:

BEGINNING at an iron pin set in the southwesterly corner of the premises herein described at a point thirty-five and seventy-five one-hundredths (35.75) feet easterly from the center line of the Providence and Worcester Company Railroad land as shown on said survey;

thence running N 79° 52' 56" E along land now or formerly of William Prym, Inc. a distance of four hundred twenty-two and thirteen one-hundredths (422.13) feet to an iron pin;

thence running N 82° 15' 04" E along land now or formerly of William Prym, Inc. a distance of four hundred twelve and seventy-four one-hundredths (412.74) feet to an iron pin;

thence running N 88° 31' 12" E along land now or formerly of William Prym, Inc. a distance of one hundred eleven and ninety-three one-hundredths (111.93) feet to a granite monument;

thence running N 83° 56' 47" E partially along a stone wall and partially along land now or formerly of William Prym, Inc. a distance of seventy-seven and ninety-four one-hundredths (77.94) feet to a granite monument;

thence running N 74° 37' 50" E partially along a stone wall and partially along land now or formerly of William Prym, Inc. a distance of one hundred seventy-six and ninety-three one-hundredths (176.93) feet to a granite monument;

thence continuing N 74° 37' 50" E along land now or formerly of William Prym, Inc. a distance of approximately twenty-five (25.00) feet to a point being the southwesterly corner of the premises herein described and being situated on the westerly edge of the Five Mile River;

thence turning and running along the westerly edge of the Five Mile River in a northwesterly direction a distance of approximately six hundred fifty (650.00) feet to a granite monument being the northeasterly corner of the premises herein described, the southeasterly corner of land now or formerly of Leslie & Elliot Co., and which monument is located N 30° 59' 48" W a distance of six hundred six and thirty-two (606.32) feet from the last monument;

thence turning and running S 83° 33' 21" W along land now or formerly of Leslie & Elliot Co. a distance of one hundred fifty-eight and forty-six one-hundredths (158.46) feet to a granite monument;

thence running S 83° 28' 46" W along land now or formerly of Leslie & Elliot Co. a distance of three hundred thirty-three and fifty-nine one-hundredths (333.59) feet to a granite monument;

thence running S 83° 37' 15" W a distance of five hundred seventy-nine and forty-five one-hundredths (579.45) feet to a granite monument;

thence continuing S 83° 37' 15" W a distance of twelve one-hundredths (.12) feet to a point in the easterly line of the Providence and Worcester Company Railroad land and as shown on said survey;

thence turning and running S 18° 08' 57" E along the easterly line of the Providence and Worcester Company Railroad land a distance of six hundred eighteen and twenty-four (618.24) feet to an iron pin being the point and place of beginning.

Said premises contain approximately 15.2 acres.

TOGETHER with a right of way twenty-five (25) feet in width, in common with others, from the northerly line of the within described premises across lands of others to the southerly side of the Attawaugan Crossing Road.

TOGETHER with and subject to the terms of a certain License Agreement between the Trustees of the New York, New Haven and Hartford Railroad Company and Prefab Construction Company, dated November 16, 1944, recorded in Volume 98 at Page 557 of the Killingly Land Records.

TOGETHER with the benefits and subject to the conditions contained in a certain Lease of right of way, in common with others, twenty (20) feet in width, from the easterly side of Lake Road to the land of the Norwich and Worcester Railroad Company, dated October 28, 1958, and recorded in Volume 133 at Page 143 of the Killingly Land Records.

TOGETHER with such rights in and to the Five Mile River as were conveyed by John D'Abata to Westlake Steel, Inc. by instrument dated October 28, 1958, and recorded in Volume 133 at Page 153 of the Killingly Land Records.

TOGETHER with the benefits and subject to the conditions contained in a certain Lease of right of way, in common with others, twenty (20) feet in width, from the easterly side of Lake Road to the land of the Norwich and Worcester Railroad Company, dated June 13, 1972, and recorded in Volume 193 at Page 120.

TOGETHER with obligations in an Indenture and Lease of Right of Way between S. Gladys Sheridan and John R. Sheridan and Westlake Steel, Inc. dated October 28, 1958, and recorded in Volume 133 at Page 143 of the Killingly Land Records.

TOGETHER with obligations in an Indenture and Lease of Right of Way between S. Gladys Sheridan and John R. Sheridan and the U.S. Corrugated-Fibre Box Company, dated June 13, 1972, and recorded in Volume 193 at Page 120 of the Killingly Land Records.

0969B-15B

Morgan Whittier
1720 Upper West Street

Subject to the following encumbrances:

1. The lien for all municipal taxes on the list of October 1, 1988.
2. Riparian rights of others in and to the Five Mile River. No title is insured to the mean high-water line of the Five Mile River as it now exists or existed formerly.
3. Rights of the Assawaugus Company (now or formerly William Pryn, Inc.), its successors and assigns, to maintain, repair, inspect and patrol its dam and raceway and flow rights in connection with the Five Mile River.
4. Such rights of way as may exist for others to water livestock in the Five Mile River.
5. Whatever rights others may have to use the existing ditch crossing the within described premises to convey water from the Five Mile River to Alexander's Lake.
6. Pole line easement to The Connecticut Light and Power Company dated February 18, 1935 and recorded in Volume 87 at Page 222 of the Killingly Land Records.
7. Rights, covenants and indemnification contained in a certain license agreement between Trustees of the New York, New Haven and Hartford Railroad Company and Prefab Construction Company dated November 16, 1944 and recorded in Volume 98 at Page 557 of the Killingly Land Records.
8. Right-of-Way in a deed to Prefab Construction Company dated July 21, 1945 and recorded in Volume 99 at Page 1 of the Killingly Land Records.
9. Pole line easement to The Connecticut Light and Power Company dated July 21, 1945 and recorded in Volume 99 at Page 186 of the Killingly Land Records.
10. Rights of Way reserved in a certain deed from Veronica Romanowski to Prefab Construction Company dated July 21, 1945 and recorded in Volume 99 at Page 1 of the Killingly Land Records; and as reserved in a certain grant to Westlake Steel, Inc., dated October 28, 1958 and recorded in Volume 133 at Page 155 of the Killingly Land Records.
11. Obligations in an Indenture and Lease of Right of Way between S. Gladys Sheridan and John R. Sheridan and Westlake Steel, Inc. dated October 28, 1958 and recorded in Volume 133 at Page 143 of the Killingly Land Records.
12. Rights and obligations contained in a certain grant to John D'Abate, his heirs and assigns, by instrument dated October 28, 1958 and recorded in Volume 133 at Page 143 of the Killingly Land Records.
13. Obligations in an Indenture and Lease of Right of Way between S. Gladys Sheridan and John R. Sheridan and The U. S. Corrugated-Fibre Box Company, dated June 13, 1971 and recorded in Volume 193 at Page 120 of the Killingly Land Records.
14. Sewer easement to the Town of Killingly dated August 13, 1974 and recorded in Volume 206 at Page 43 of the Killingly Land Records.

in 88 and thereafter.

is insured below or existed formerly.

nc.), its successors raceway and flowage

the Five Mile

g the within des- nder's Lake.

ed February 18, Records.

use agreement be- mpany and Prefab e 98 at Page 557

1, 1945 and

July 21, 1945,

Prefab Construc- of the Killingly Inc., dated ngly Land Records.

adys Sheridan 8 and recorded in

his heirs and 133 at Page 155

adys Sheridan ed June 13, 1972

corded in Volume

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantees, its heirs, successors, and assigns forever, to it and their own proper use and behoof. And also, the said grantor s does for it self . its heirs, successors, administrators, and successors, covenant with the said grantees, its heirs, successors, and assigns, that at and until the ensealing of these presents, is well seized of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, the said grantor s do by these presents binds it self and its heirs forever to Warrant and Defend the above granted and bargained premises to the said grantees, its heirs, successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, THE POLYMER CORPORATION

has hereunto set its hand this 18th day of April 19 89

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

WITNESS: Ann M. Gagliano Edwin C. Hostetter II

GRANTOR: THE POLYMER CORPORATION BY: Robert H. Tansor, Sr. Vice President

STATE OF CONNECTICUT, PENNSYLVANIA COUNTY OF Berks ss. Reading

April 18, 1989

Personally Appeared Robert H. Tansor of The Polymer Corporation Signer(s) of the foregoing Instrument, and acknowledged the same to be its Sr. Vice President free act and deed, before me.

Notary Public Darlene D. Francis, Notary Public Reading, Berks County, PA My Commission Expires Sept. 28, 1991

STATE OF CONNECTICUT, COUNTY OF ss.

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: 103 Hawthorn Street Hartford, Connecticut

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

Received April 19, 1989 at 9:25A., M.

KNOW ALL MEN BY THESE PRESENTS,

THAT WESTLAKE STEEL, INC., a Rhode Island corporation, for diverse good causes and considerations thereunto moving, especially for TEN (10) DOLLARS received to its full satisfaction of JOHN D'ABATE of the Town of Johnston and State of Rhode Island, does give, grant, bargain, sell and confirm unto the said John D'Abate, his heirs and assigns as appurtenant to the land of said D'Abate situated in the Village of Dayville, Town of Killingly, County of Windham and State of Connecticut conveyed to him by deed of Pauline Romanowska dated November 29, 1957 and recorded with the Records of Land Evidence in said Killingly in Deed Book 130 at page 239, the right to use in common with the grantor, its successors and assigns, the railroad siding and the adjoining land of the grantor which lies within the following described bounds;

NORTHERLY
EASTERLY

by said land of D'Abate;
by the westerly line of the existing right of way which extends through the grantor's land;

SOUTHWESTERLY

by the line of the northeasterly rail of said railroad siding; and by the railroad location of the New York, New Haven and Hartford Railroad Company; and

WESTERLY

said use, in common with the grantor, its successors and assigns, to be limited to the purpose of shipping, receiving, storing and delivering materials, supplies and merchandise and with the right to travel over and across the said adjoining land as above herein described on foot and with vehicles of all kinds, provided the said use of said railroad siding and said adjoining land shall not unreasonably interfere with the grantor's equal use of the same. The said term "equal use" shall mean the same rights to use and enjoy possession of said railroad siding and said adjoining land as though the grantor and the grantee herein were tenants in common thereof except that neither party shall have

any rights of partition.

The said grantor's land and the existing right of way which extends through the same, as hereinabove referred to, are as set forth in the deed of Veronica Romanowaka to the grantor (then called Prefab Construction Company) dated July 21, 1945 and recorded with said Records in Deed Book 99 at page 1.

Notwithstanding anything to the contrary contained herein, the use of said railroad siding and the said adjoining land by the said D'Abate, his heirs and assigns, shall cease and terminate provided that the grantor, its successors or assigns, shall, at its own cost and expense, cause a railroad siding to be installed upon the said D'Abate's adjacent land not less in length than the portion of the existing siding adjacent to the aforesaid adjoining land, and for the purpose of facilitating the construction of such railroad siding upon the said D'Abate's adjacent land the grantor herein, its successors and assigns, shall have the right to go upon said adjacent land and to construct or cause to be constructed thereon such railroad siding and to place and store thereon during such construction such materials as may be necessary or desirable for that purpose; and the said D'Abate, for himself and his heirs, executors, administrators and assigns, by the acceptance of this grant does hereby covenant with the grantor, its successors and assigns, to cooperate with the grantor, its successors and assigns, in the procurement of such permission or license as may be required to be obtained from said Railroad Company for the construction of such railroad siding and to execute such contract and other documents as may be required by said Railroad Company concerning such railroad siding and the construction and maintenance thereof.

And said D'Abate, for himself and his heirs and assigns, by the acceptance of this grant, does hereby covenant with the grantor, its successors and assigns, to pay one-half of the cost of maintenance of the existing siding for so long as he or they may have the right to the use thereof hereunder and this grant is made expressly upon that condition.

TO HAVE AND TO HOLD the rights and easements herein granted unto him, the said John D'Abate and to his heirs and assigns to the only use and behoof of the said John D'Abate his heirs and assigns, but as herein limited, so that neither Westlake Steel, Inc. nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the rights and easements or any part thereof, except as herein limited, but they and everyone of them shall by these presents be excluded and barred, excepting as aforesaid.

IN WITNESS WHEREOF said Westlake Steel, Inc. has caused these presents to be signed and its corporate seal to be hereto affixed by its proper officer duly authorized this 29th day of October, A.D. 1958.

Signed, Sealed and Delivered in the presence of:

WESTLAKE STEEL, INC.

By John D'Abate
President



Edward L. Simpson
Geutay Tolin

The original action for this deed is such that no conveyance stamp is required.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in said County on this 31st day of October A.D. 1958 before me personally appeared the above named John D'Abate, President of Westlake Steel, Inc.

to me known and known by me to be the person executing the foregoing instrument for and on behalf of said corporation and he acknowledged said instrument by him executed in his said capacity to be his free act and deed and the free act and deed of said Westlake Steel, Inc.



Geutay Tolin
Notary Public
-204, con West 6/30/61

EXHIBIT 7

FRITO-LAY, INC.

3. 1722 Upper Maple

Grantor	Grantee	Book, Page – Date	Relevant language
Leslie & Elliott Co.	Frito-Lay, Inc.	Book 1134, Page 52 April 4, 2008	"Together with an easement for purposes of ingress and egress twenty five feet in width, as described in a deed dated March 3, 1941 and recorded in Volume 91 at Page 463 of the Killingly Land Records, as the same now exists, in common with others from Attwaugan [sic] Crossing Road to the within-described premise, as shown on that certain survey entitled "ALTA/ACSM Land Title Survey Land of Leslie & Elliot Company 1722 Upper Maple Street Killingly, Connecticut Prepared for: Frito-Lay Incorporate" dated January 29, 2008, last revised March 26, 2008, prepared by Todd A. Andrews (L.S. #70,0001) of Conklin & Soroka, Inc."
John P. Minogue and Melvin Garfinkle	Leslie & Elliott Co.	Book 296, Page 121	"Together with an easement for purposes of ingress and egress twenty-five feet in width, as the same now exists, in common with others Attawaugan Crossing Road to the within-described premises. Together with an easement for purposes of ingress and egress in common with others from the Subject to rights of flowage of the Assawauga Company, its successors and assigns in and to the Five Mile River. Subject to such rights of way as may exist for others to water livestock in the Five Mile River."

<p>Veronica Romanowska</p>	<p>Prefab Construction Company (subsequently known as Westlake Steel, Inc.)</p>	<p>Book 99, Page 1 July 21, 1945</p>	<p>“Subject, also, to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander’s Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.”</p>
<p>Joseph LaPointe</p>	<p>Veronica Romanowska</p>	<p>Book 91, Page 463 March 3, 1941</p>	<p>“Subject, also, to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander’s Lake. Also such rights of way as may exist for watering cattle in the Five Mile River as appears of record.”</p>

Inst# 1131 BK: 1134 PG: 52

WARRANTY DEED-STATUTORY FORM

LESLIE & ELLIOT CO., a Connecticut Corporation

of: KILLINGLY, COUNTY OF WINDHAM, STATE OF CONNECTICUT

for payment in the amount of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration, grants to: FRITO-LAY, INC a Delaware Corporation

more particularly described in Schedule "A" attached hereto and made a part hereof,

WITH WARRANTY COVENANTS

RECEIVED FOR RECORD
04/08/2008 01:26:53PM
TOWN OF KILLINGLY, CT

Town Clerk Elizabeth R Wilson
BK: 01134 PG: 00052

SEE ATTACHED EXHIBIT "A"

CONVEYANCE TAX RECEIVED
STATE # 9785.00
TOWN # 2446.25
TOWN CLERK *Elizabeth R Wilson*

WITNESS my hand this 4th day of April 2008.

WITNESSES:

Leslie & Elliot Co.

By *Paul Minogue, President*
Duly Authorized, FRITO-LAY

STATE OF ~~CONNECTICUT~~ ^{RHODE ISLAND} }
COUNTY OF PROVIDENCE } s.s. _____

In PROVIDENCE on the 4th day of April, 2008, before me personally appeared John Minogue, an individual authorized to execute the foregoing by the resolution of Leslie & Elliot Co., a corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation, and acknowledged said instrument and the execution thereon, to be his free and deed in said capacity and the free act and deed of said corporation.

Property Address:
1722 Upper Maple Street
Killingly, Connecticut

George J. Lough, III
Notary Public
Printed Name: George J. Lough, III
My Commission Expires 9-26-09
Commissioner of the Superior Court

GEORGE J. LOUGH, III
Notary Public, State of Rhode Island
My Commission Expires Sept. 26, 2009



Inst# 1131 BK: 1134 PG: 53

EXHIBIT "A"

A certain piece or parcel of land with all buildings thereon standing, situated on the easterly side of the Railroad in the Alexander's Lake section of the Town of Killingly, County of Windham and State of Connecticut, bounded and described as follows:

Beginning at a drill hole in a stone post in the easterly line of land of the Norwich and Worcester Railroad Company, said drill hole in the stone post making the southwesterly corner of the within described tract of land and the northwesterly corner of land now or formerly of the U.S. Corrugated Fibre Box Co.; thence South 87 degrees 30 minutes East 1073.0 feet, adjoining said land now or formerly of U.S. Corrugated Fibre Box Co. to a drill hole in a stone post on the westerly bank of the Five Mile River; thence in a Northerly direction 202 feet, more or less, up said River, to a wall and to land now or formerly of Jacqueline E. Foy, Et al; thence in a Westerly direction 1201 feet, more or less, along said wall adjoining said Foy land, to the easterly line of the before mentioned Railroad Company land; thence in a Southerly direction 602 feet, more or less, along the easterly line of said Railroad Company land to the place of beginning.

Together with such rights as may exist by virtue of grade crossing licenses issued by New York, New Haven and Hartford Railroad Company.

Together with an easement for purposes of ingress and egress twenty-five feet in width, as described in a deed dated March 3, 1941 and recorded in Volume 91 at Page 463 of the Killingly Land Records, as the same now exists, in common with others from Attawaugus Crossing Road to the within-described premises, as shown on that certain survey entitled "ALTA/ACSM Land Title Survey Land of Leslie & Elliot Company 1722 Upper Maple Street Killingly, Connecticut Prepared for: Frito-Lay Incorporated" dated January 29, 2008, last revised March 26, 2008, prepared by Todd A. Andrews (L.S. #70,001) of Conklin & Soroka, Inc.

Together with an easement for purposes of ingress and egress in common with others from the southerly line of the within-described premises to the easterly line of the New York Haven and Hartford Railroad Company premises as reserved in a certain deed from Veronica Romanowski to Profab Construction Company dated July 21, 1945 and recorded in Volume 99 at Page 1 of the Killingly Land records, as shown on that certain survey entitled "ALTA/ACSM Land Title Survey Land of Leslie & Elliot Company 1722 Upper Maple Street Killingly, Connecticut Prepared for: Frito-Lay Incorporated" dated January 29, 2008, last revised March 26, 2008, prepared by Todd A. Andrews (L.S. #70,001) of Conklin & Soroka, Inc.

Together with the right in common with others to use adjoining land as granted in a deed dated October 28, 1958 and recorded in Volume 133 at Page 155 of the Killingly Land Records, and as shown on that certain survey entitled "ALTA/ACSM Land Title Survey Land of Leslie & Elliot Company 1722 Upper Maple Street Killingly, Connecticut Prepared for: Frito-Lay Incorporated" dated January 29, 2008, last revised March 26, 2008, prepared by Todd A. Andrews (L.S. #70,001) of Conklin & Soroka, Inc.

Said premises are further described on that certain "ALTA/ACSM Land Title Survey of Leslie & Elliot Company 1722 Upper Maple Street Killingly, Connecticut" dated January 29, 2008, last revised March 26, 2008, by Todd A. Andrews (L.S. #70,001) of Conklin & Soroka, Inc. being further bounded and described as follows:

Beginning at an iron pin found on the easterly right of way line of land now or formerly of Providence & Worcester Railroad, said point being the southwesterly corner of land now or formerly of Frito-Lay Inc. and this northwesterly corner of herein described parcel:

Thence running southeasterly along said land of Frito-Lay, Inc. S 67° 30' 13" E 1,202 feet +/- to a point on the westerly shore line of the Five Mile River, said point being the northeasterly corner of herein described parcel, the previous course and distance being partly along a stone wall;

Thence running southerly along said shore line of the Five Mile River, 204 feet +/- to a granite monument found, said monument being the northeast corner of land now or formerly of The Polymer Corporation and the southeast corner of herein described parcel;

Thence running northwesterly along said land now or formerly of The Polymer Corporation the following three (3) courses and distances: N 86° 49' 42" W 158.46 feet to a granite monument found, N 86° 54' 17" W 333.59 feet to a granite monument found, and N 86° 45' 48" W 579.17 feet to a point on the easterly right of way line of land now or formerly of Providence & Worcester Railroad, said point being the northwesterly corner of said land of The Polymer Corporation and the southwesterly corner of herein described parcel;

Thence running northerly along said land now or formerly of Providence & Worcester Railroad the following two (2) courses and distances: N 08° 39' 36" W 184.19 feet to an iron pin set, and on a curve to the right having a radius of 2, 829.19 and an arc length of 412.85 feet to the point of place or beginning.

PROPERTY ADDRESS:

1722 UPPER MAPLE STREET
KILLINGLY, CONNECTICUT

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

KNOW YE, THAT I, Joseph LaPointe, of the Town of Killingly, County of Windham and State of Connecticut,

for the consideration of One Dollar and other valuable considerations received to my satisfaction of Veronica Romanowski, of said Killingly,

do give, grant, bargain, sell and convey unto the said Veronica Romanowski, a certain tract or parcel of land, with the buildings thereon, situated in said Town of Killingly, on the easterly side of land of the N.Y., N. H. and H.R.R. Co., about 2525 feet, more or less, southerly from Attawaugus Crossing, so-called, on the east side, and is bounded and described as follows:

Beginning at a wall, southerly 1221 feet, more or less, to southerly side of ditch leading from the Five Mile River to Alexander's Lake; thence westerly side joins said railroad company's land; thence easterly and making an angle, with last line, of 88° 35', 440.5 feet; thence with angle to right of 1° 40', 415 feet; thence with angle to right of 6° 16', 112 feet; the last three lines are along the southerly side of said ditch; thence with angle of 4° 43' to left, 78 feet, thence with angle to left of 9° 4', 129 feet to said Five Mile River; the last five lines adjoin land now or formerly of Warren Webster; thence northerly along said river 221 feet, more or less, to end of wall; thence westerly along said wall 1197 feet, more or less, to point of beginning, northerly line adjoins land now or formerly of the grantor, all lines are of feet, more or less. Containing about 26 acres, more or less.

The grantor also conveys herein to the within grantees, her heirs and assigns, an open right of way 25 feet wide to the within described tract, from Attawaugus Crossing, westerly of land of said railroad company, the same right through land of Henry Lavoie, and Margaret Jamin to the within described tract as the same now exists.

Subject to the rights of the S.W.R. Telephone Co. to maintain their poles and lines. Subject, also, to whatever rights the Assawaugus Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be in the use of said ditch to carry water to said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.

And also, I, the said Grantor do hereby give, grant, bargain, sell and convey unto the said Grantee, her heirs and assigns, her, my heirs, executors, and administrators, that at and until the meaning of these presents, I am well satisfied of the premises, as a good and lawful estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as is above writing, and that the same is free from all incumbrances whatsoever, except as herein excepted, and except the taxes to become due the Town of Killingly, which taxes the grantees assumes and agrees to pay.

And furthermore, I, the said Grantor do hereby warrant and defend the said Grantee, her heirs and assigns, against all claims and demands whatsoever, except as above.

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of March in the year of our Lord one thousand, nine hundred and forty-one.

Signed, sealed and delivered in presence of:
Katherine B. Dyer, Joseph L. LaPointe
Louis A. Weisard, March 3rd, A. D. 1941.

STATE OF CONNECTICUT, County of Windham, ss. Killingly
Personally appeared Joseph LaPointe,

Witness and under of the foregoing instrument and acknowledged the same to be his free act and deed before me.
Louis A. Weisard
Justice of the Peace.

10510-211107

Form 165 Connecticut QUIT-CLAIM DEED.

TUTELAGE REGISTERED U. S. PAT. OFFICE
TITLE LAW FIRST PUBLISHED APRIL 1908

Know All Men By These Presents

That We, JOHN P. MINOGUE of the Town of Old Lyme, County of New London and State of Connecticut and MELVIN GARFINKLE of the Town of East Lyme, County of New London and State of Connecticut, hereinafter referred to as "RELEASES" - - -

for divers good causes and considerations thereunto moving, especially for ONE DOLLAR BUT LESS THAN ONE HUNDRED DOLLARS received to our full satisfaction of

LESLIE & ELLIOTT CO., a Connecticut corporation organized and existing under the laws of the State of Connecticut, and having its principal place of business in the Town of Dayville, County of Windham and State of Connecticut, hereinafter referred to as "RELEASEE" - - -

have remised, released, and forever quitclaimed, and do by these presents, for ourselves and our ^{assignments} ~~successors~~ and heirs, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Releasee and its

successors, heirs and assigns forever, all such right and title as We the said Releasee have had or ought to have in or to

A certain piece or parcel of land with all the buildings thereon standing, situated on the easterly side of the Railroad in the Alexander's Lake section of the Town of Killingly, County of Windham and State of Connecticut, bounded and described as follows:

Beginning at a drill hole in a stone post in the easterly line of land of the Norwich and Worcester Railroad Company, said drill hole in the stone post marking the southwesterly corner of the within described tract of land and the northwesterly corner of land now or formerly of the U.S. Corrugated Fibre Box Co.; thence South 87 degrees 30 minutes East 1073.0 feet, adjoining said land now or formerly of U.S. Corrugated Fibre Box Co. to a drill hole in a stone post on the westerly bank of the Five Mile River; thence in a Northwesterly direction 202 feet, more or less, up said River, to a wall and to land now or formerly of Jacqueline E. Foy, Et als; thence in a Westerly direction 1201 feet, more or less, along said wall adjoining said Foy land, to the easterly line of the before mentioned Railroad Company land; thence in a Southerly direction 602 feet, more or less, along the easterly line of said Railroad Company land, to the place of beginning. Containing 9.8 acres of land, more or less.

Being the same land conveyed by Deed from John D'Abate to Westlake Steel, Inc. dated January 14, 1959 and recorded in Volume 133 Page 593 of the Killingly Land Records.

Together with an easement for purposes of ingress and egress twenty-five feet in width, as the same now exists, in common with others from Attawaugan Crossing Road to the within-described premises.

Together with an easement for purposes of ingress and egress in common with others from the southerly line of the within-described premises to the easterly line of the New York, New Haven and Hartford Railroad Company premises as reserved in a certain deed from Veronica Romanowski to Prefab Construction Company dated July 21, 1945 and recorded in Volume 99 at Page 1 of the Killingly Land Records.

Together with such rights as may exist in and to a certain lease of easement for ingress and egress twenty feet in width from Lake Road to property of New York,

No Conveyance Received
John P. Minogue
Asst. Town Clerk of Killingly

Street
upper single
1722
Leslie & Elliott

AL
AL
AL

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New Haven and Hartford Railroad Company by instrument dated October 28th 1958 and recorded in Volume 133 at Page 143 of the Killingly Land Records.

Together with such rights as may exist by virtue of grade crossing licenses issued by New York, New Haven and Hartford Railroad Company.

Subject to rights of flowage of the Assawaugu Company, its successors and assigns, in and to the Five Mile River.

Subject to such rights of way as may exist for others to water livestock in the Five Mile River.

Subject to whatever rights others may have to use the existing ditch crossing the within described premises to convey water from the Five Mile River to Alexander's Lake.

Subject to a pole line easement to The Connecticut Light and Power Company from Joseph L. LaPointe by instrument dated February 18th 1935, and recorded in Volume 87 at Page 222 of the Killingly Land Records.

Subject to a pole line easement to The Connecticut Light and Power Company from Vernolca Romanowska by instrument dated July 21, 1945, and recorded in Volume 99 at Page 186 of the Killingly Land Records.

Subject to rights and obligations contained in a certain grant from Westlake Stall, Inc. to John D'Abata, his heirs and assigns, by instrument dated October 28, 1958, and recorded in Volume 133 Page 155 of the Killingly Land Records.

Subject to any and all provisions of any ordinance, governmental act or regulation, public or private law, including but not limited to planning and zoning regulations and inland and tidal wetlands laws and the Coastal Area Management Act and taxes to the Town of Killingly on the List of October 1st 1981, (second-half).

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

KNOW YE, That I, Veronica Romanowska, of the Town of Killingly, County of Windham and State of Connecticut, for the consideration of One Dollar and other good, valuable and sufficient considerations, received to my full satisfaction of Prefab Construction Company, a corporation organized and existing under the laws of the State of Rhode Island, and located in the City of Providence, State of Rhode Island, do give, grant, bargain, sell and confirm unto the said Prefab Construction Company, its successors and assigns forever, a certain tract of land situated on the easterly side of the N. Y. N. E. & H. R. R. about one mile north of the Village of Dayville in the Town of Killingly, County of Windham and State of Connecticut, bounded as follows:

Beginning at a drill hole in a granite bound set in the southerly bank of an old ditch formerly used to divert water from the Five Mile River to Alexander's Lake. Said bound being at the southwest corner of the tract in the easterly line of the railroad land and 38.75 feet easterly from the center line of location thereof; thence N. 9° 15' W. 618.24 feet along the easterly line of said railroad land to a granite bound set in the easterly line of said railroad land and at the southwest corner of other land of the grantor; thence S. 87° 30' E. 1073 feet adjoining other land of the grantor to a drill hole in a granite bound set on the westerly bank of the Five Mile River; thence southerly along the westerly bank of the river about 612 feet to a drill hole in a granite bound. Said bound being also about 380 feet south of the crest of the dam and about 44 feet easterly from the end of a wall on the westerly side of a raceway; thence S. 88° 42' W. 178.7 feet, crossing the raceway and along said wall to a drill hole in a granite bound set in the angle in said wall; thence N. 87° 44' W. 78 feet partly along said wall to a drill hole in a granite bound on the southerly side of the first mentioned ditch; thence N. 82° 32' W. 118 feet to a drill hole in a granite bound; thence N. 88° 49' W. 413 feet to a drill hole in a granite bound; thence S. 88° 50' W. 482.4 feet to the place of beginning. Adjoining land formerly of George A. Williams on the last five lines and following the southerly side of the old ditch on the last three lines. Containing 18.07 acres, more or less.

The grantor herein reserves for herself, her heirs and assigns, a right of way from the northerly line of the above conveyed tract southerly and thence westerly to land of the N. Y. N. E. & H. R. R. Co. Said right of way on land herein above conveyed being bounded as follows: Beginning at a drill hole in a stone post which is S. 87° 30' E. and 128.7 feet from the northwesterly corner of the conveyed tract and in the southerly line of other land of the grantor; thence S. 5° 10' E. 148.7 feet to a drill hole in a stone post; thence along a curve to the right having a radius of 15 feet for a distance of 82 feet to a drill hole in a stone post; thence S. 80° 45' W. 99.2 feet to the easterly line of land of the N. Y. N. E. & H. R. R. The last mentioned line being in line with two stone posts on the northerly side of a 20 foot wide right of way which the grantees lease over land of Patrick and Gladys Sheridan; thence S. 9° 15' E. 20 feet adjoining said railroad company land; thence N. 80° 45' E. 127.2 feet to a drill hole in a stone post; thence N. 8° 10' W. 177.8 feet to a drill hole in a stone post; thence N. 87° 30' W. 14.13 feet adjoining other land of the grantor to the place of beginning.

As part of the consideration for and by acceptance of this deed, the grantees covenants and agrees to grade the above described right of way within a reasonable time hereafter, and in any event prior to Nov. 1, 1948 for use by motor vehicle travel.

As part consideration for and by acceptance of this deed the grantee agrees with the grantor, her heirs and assigns, that it will not interfere with the joint use with grantor of the grantees' right of way from the Putnam-Dayville Highway across land now of Patrick and Gladys Sheridan to the above described premises, provided the grantor secures the right to the joint use of said right of way from said Sheridans.

The grantor reserves for herself, her heirs and assigns, the right to go upon the land of the grantee for the purpose of renewing, maintaining and repairing a certain pipe line from the well located on the grantees' premises to the grantor's house and to take water from said well.

As part consideration for this deed, the grantee has agreed to pay for the installation of electric power in the house of the grantor in accordance with an order placed by grantee with The Connecticut Light and Power Company and it is agreed that grantee shall not pay for the wiring of grantor's house but only for said installation which shall include the meter board and entrance box.

The grantor reserves for herself and her heirs and assigns the standing wood and timber on the above described tract and the right to enter upon said tract for the purpose of cutting and removing said wood and timber at any time prior to April 1, 1946, and in any event not to interfere in any way with the operations of the grantee's plant. This reservation shall not preclude the grantees from cutting any trees which need to be removed by it for the extension or operation of its plant located on premises herein conveyed.

Being a portion of the premises described in a certain warranty deed from Joseph Lapointe to Veronica Romanowska, dated March 3, 1941 and recorded in Killingly Land Records, volume 91, page 463.

This conveyance is made subject to the rights of the C. L. & P. Co. across said tract; subject also to the rights of others to maintain the dam across the Five Mile River and the ditch leading therefrom; subject also to whatever rights others may have to use the ditch to carry water from the river to Alexander's Lake.

ADMITTED 2/15/48

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

KNOW YE, THAT I, Joseph Lapointe, of the Town of Killingly, County of Windham and State of Connecticut,

for the consideration of One Dollar and other valuable considerations-
delivered to my full satisfaction of Veronice Romanowska, of said Killingly,

do give, grant, bargain, sell and confirm unto the said Veronice Romanowska, a certain tract or parcel of land, with the buildings thereon, situated in said Town of Killingly, on the easterly side of land of the N.Y., N. H. and H.R.R. Co., about 2525 feet, more or less, southerly from Attawaugan Crossing, so-called, on the east side, and is bounded and described as follows:

Beginning at a wall, southerly 1221 feet, more or less, to southerly side of ditch leading from the Five Mile River to Alexander's Lake; this westerly side joins said railroad company's land; thence easterly and making an angle, with last line, of 95° 35', 440.5 feet; thence with angle to right of 1° 40', 415 feet; thence with angle to right of 6° 16', 112 feet; the last three lines are along the southerly side of said ditch; thence with angle of 40° 45' to left, 78 feet, thence with angle to left of 9° 4', 189 feet to said Five Mile River; the last five lines adjoin land now or formerly of Warren Webster; thence northerly along said river 821 feet, more or less, to end of wall; thence westerly along said wall 1197 feet, more or less, to point of beginning, northerly line adjoins land now or formerly of the grantor, all lines are of feet, more or less. Containing about 26 acres, more or less.

The grantor also conveys herein to the within grantee, her heirs and assigns, an open right of way 25 feet wide to the within described tract, from Attawaugan Crossing, easterly of land of said railroad company, the same right through land of Henry Lavoie and Margaret Jamin to the within described tract as the same now exists.

Subject to the rights of the S.N.S. Telephone Co. to maintain their poles and lines. Subject, also, to whatever rights the Attawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in said Five Mile River as appears of record.

do give and to hold, the above granted and bargained premises, with the appurtenances thereof, unto her heirs and assigns forever, to her and their own proper use and behoof. And also, I the said Grantor do for my self, my heirs, executors, and administrators, covenant with the said Grantee her heirs and assigns, that at and until the expiring of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as herein excepted, and except the taxes to become due the Town of Killingly, which taxes the grantee assumes and agrees to pay.

And furthermore, I the said Grantor do by these presents bind my self and my heirs forever to WARRANT AND DEFEND the above granted and bargained premises to her and assigns, against all claims and demands whatsoever, except as above.

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of March in the year of our Lord one thousand, nine hundred and forty-one,
Signed, sealed and delivered in presence of

Hortense B. Dubuc
Louis A. Wolsard

Joseph L. LaPointe

[L.S.]
[L.S.]
[L.S.]

STATE OF CONNECTICUT, County of Windham, ss. Killingly
Personally appeared Joseph Lapointe,

March 3rd

A. D. 1941.

signed and sealed of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Louis A. Wolsard
Justice of the Peace.

Attest *Anna Kilgus* Ass't. Town Clerk

Recorded March 10 at 11 A. 05 m. a. m. A. D. 19 41.

Leslie Elliot

EXHIBIT 8

FRITO-LAY, INC.

4. 1886 UPPER MAPLE

Grantor	Grantee	Book, Page - Date	Relevant language
Robert Kielyka and Wayne L. Woodis	Frito-Lay, Inc.	Book 241, Page 137	<p>The above described tract contains 61.2 acres and is made up of four (4) tracts conveyed to the within grantors by the following deeds: Warrantee Deed from Paul J. Gazzola, Mary Gazzola, John Gazzola and Ida Gazzola dated December 29, 1972 and recorded in Killingly Land Records, Vol. 196, Page 143; Warrantee Deed from John Swank dated January 8, 1973 and recorded in Killingly Land Records, Vol. 196, Page 264; Quit-Claim Deed from George Rene Caron dated November 26, 1973, and recorded in Killingly Land Records, Vol. 202, Page 310; Warrantee Deed from Eileen Charron dated October 22, 1976, and recorded in Killingly Land Records, Vol. 217, Page 156.</p> <p>“Subject to the following rights and easements: ... Whatever flowage rights may exist in and to the Five Mile River...</p> <p>Together with a right of way twenty five feet in width for the purpose of ingress and egress leading northerly from the above described premises to Attawaugan Crossing Road, along with others, as depicted on a plan entitled “Layout of the EXISTING 25 FOOT RIGHT OF WAY from ATTAWAUGAN CROSSING ROAD to the land of JOHN D’ABATE in the Town of Killingly, Conn. Scale 1”-100’ Feb. 7, 1958”. The grantee agrees that in the event it changes the existing right of way to an improved road, it shall install appropriate storm drainage, and it shall no</p>

<p>Paul J. Gazzola, Mary Gazzola, John Gazzola and Ida Gazzola</p>	<p>Robert KIELTYKA and Wayne WOODIS</p>	<p>Book 196, Page 143 Dec 19, 1972</p>	<p>interfere with the existing natural drainage, or drain the road on to other land of the grantors.”</p> <p>“Said premises are conveyed together with the right to use in common with Joseph LaPointe, his heirs and assigns, a certain right of way 25 feet wide as the same now exists, beginning at Attawaugan Crossing Road, so-called, easterly of Southern New England Telephone Company poles, and extending southerly over land now or formerly of said Joseph LaPointe and land now or formerly of Henry Lavoie to the within described tract.</p> <p>Said premise are conveyed subject to the right of Joseph LaPointe, his heirs and assigns, to use in common with the owners of the above described premises, a certain right of way 25 feet wide, being a continuation of the above described right of way over the premises above described as the same now exists, commencing at the northerly boundary of the within described tract at its westerly edge and extending southerly to other land now or formerly of Joseph LaPointe located southerly of the herein described tract.</p> <p>The within described tract is subject to whatever rights there may be to the use of said ditch or trench to carry water from the Five Mile River to Alexander’s Lake. Together with the right to the right of way referred to in prior deeds for watering cattle in the Five Mile River.”</p>
<p>John Swank</p>	<p>Robert KIELTYKA and Wayne WOODIS</p>	<p>Book 196, Page 264 January 8, 1973</p>	<p>“Together with a right of way, to be used in common with others, 25 feet in width, parallel to an adjacent to S.N.E. Telephone Company poles and line from the northerly line of the above-described tract to the said Attawaugan Crossing Road.</p> <p>Subject, however, to the right of said Joseph LaPointe, his heirs and assigns, to use and open right of way 25 feet wide across the westerly end of the above described tract next to the easterly side of the S.N.E. Telephone Company line.”</p>

<p>Eileen Charron</p>	<p>Robert Kjeltyka and Wayne L. Woodis</p>	<p>Book 217, Page 156 October 22, 1976</p>	<p>“Said tract is subject to a certain right of way 25 feet wide to this land from Attawaugan Crossing which is now established. Said premises are conveyed subject to a right of way 25 feet wide through this tract from north to south walls, being a continuation of the right of way above-mentioned; rights of the Southern New England Telephone Company and the Connecticut Light and Power Company for the upkeep of their poles and lines; and whatever rights of flowage may exist in and to the use of a ditch to carry water from the Five Mile River to Alexander’s Lake.”</p>
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To all People to Whom these Presents shall Come, Greeting:

Know Ye, That we, **ROBERT KIELTYKA** of the Town of Brooklyn, County of Windham and State of Connecticut, and **WAYNE L. WOODIS** of the Town of Eastford, County of Windham and State of Connecticut,

for the consideration of One Dollar and other valuable considerations,

received to our full satisfaction of **FRITO-LAY, INC.**, a corporation organized and existing under the laws of the State of Delaware and having an office at Frito-Lay Tower, Exchange Park, P. O. Box 35034, Dallas, Texas 75235,

do give, grant, bargain, sell and confirm unto the said Frito-Lay, Inc., its successors and assigns forever, a certain tract or parcel of land easterly of Maple Street and southerly of Attawaugan Crossing Road and on the easterly side of the Providence and Worcester Railroad as shown on a Plan entitled "Property of Robert Kieltyka & Wayne L. Woodis - Maple Street - Killingly, Connecticut - Scale 1"=100' - April 10, 1978 - Kieltyka, Woodis & Pike, Land Surveyors", bounded and described as follows:

Commencing at an iron pin in a stone wall in the easterly line of land of the Providence & Worcester Railroad, said iron pin marking the northwest corner of the herein described tract and being located S 2° 43' 28" W, 726.13 feet from the intersection of the easterly line of said Railroad with the southerly line of Attawaugan Crossing Road; thence S 69° 42' 58" E, 838.83 feet along said stone wall to an iron pin in a wall intersection; thence continuing along said wall S 73° 03' 57" E, 214.85 feet to an iron pin; thence continuing along said wall S 87° 22' 41" E, 415.38 feet to an iron pin in the westerly line of Route #52, the last three (3) courses being bounded on the north by land now or formerly of Joseph Raymond Lapointe; thence along the westerly line of Route #52, S 28° 23' 46" E, 273.83 feet to a concrete monument; thence S 43° 50' 38" E, 158.12 feet to a concrete monument; thence S 25° 24' 37" E, 500.01 feet and crossing the Five Mile River to a concrete monument; thence S 11° 23' 09" E, 11.93 feet to a concrete monument, the last four (4) courses being along the westerly line of Route #52; thence S 41° 17' 48" W, 117.75 feet to a stone bound; thence S 57° 39' 50" W, 94.17 feet to an iron pin, the last two (2) courses being along land of the State of Connecticut; thence S 41° 44' 33" W, 147.35 feet to an iron pin and being bounded southeasterly by land now or formerly of Sarah Eloise Shelton; thence S 40° 18' 33" W, 162.00 feet to an iron pin and being bounded southeasterly by land now or formerly of said Shelton and land now or formerly of William Prym, Inc.; thence S 72° 04' 29" W, 201.63 feet and crossing the Five Mile River to an iron pin on the westerly bank of said River; thence S 29° 57' 29" W, 163.50 feet along the westerly bank of said River to an iron pin at the end of a stone wall; thence in a southeasterly direction 30 feet more or less to a point in the center of said River; thence in a southerly direction 270 feet more or less along the center of said River to a point; thence N 77° 05' 57" W, 50 feet more or less to an iron pin at the end of a stone wall; thence N 77° 05' 57" W, 1183.06 feet along said wall to an iron pin in the easterly line of land of the Providence & Worcester Railroad; thence along the easterly line of said Railroad in a northerly direction 559.62 feet along a curve to the right having a radius of 2829.18 feet to an iron pin; thence N 82° 52' 02" W, 2.76 feet to an iron pin; thence in a northerly direction 59.34 feet along a curve to the right having a radius of 2831.93 feet to an iron pin; thence N 2° 43' 28" E, 1150.30 feet to an iron pin and the point of beginning.

The above described tract contains 61.2 acres and is made up of four (4) tracts conveyed to the within grantors by the following deeds: Warrantee Deed from Paul J. Gazzola, Mary Gazzola, John Gazzola and Ida Gazzola dated December 29, 1972 and recorded in Killingly Land Records, Vol. 196, Page 143; Warrantee Deed from John Swank dated January 8, 1973 and recorded in Killingly Land Records, Vol. 196, Page 264; Quit-Claim Deed from George Rene Caron dated November 26, 1973, and recorded in Killingly Land Records, Vol. 202, Page 310; Warrantee Deed from Eileen Charron dated October 22, 1976, and recorded in Killingly Land Records, Vol. 217, Page 156.

upper maple street
1886
Frito Lay

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Subject to the following rights and easements:

A 25 foot right of way easterly of the Railroad and running in a north-south direction through the property as granted in Killingly Land Records, Vol. 91, Page 463

An easement in favor of the Connecticut Light & Power Company on the westerly side of the Five Mile River as granted in Killingly Land Records, Vol. 87, Page 222.

A sanitary sewer easement in favor of the Town of Killingly on the easterly side of the Five Mile River as granted in Killingly Land Records, Vol. 200, Page 72.

A right to drain storm water from Route #52 in favor of the State of Connecticut as granted in Killingly Land Records, Vol. 154, Page 40.

An easement in favor of the State of Connecticut for fishing rights in the Five Mile River as granted in Killingly Land Records, Vol. 125, Page 528.

An easement in favor of the Connecticut Light & Power Company as granted in Killingly Land Records, Vol. 87, Page 183.

An easement in favor of the Connecticut Light & Power Company as granted in Killingly Land Records, Vol. 112, Page 42.

An easement in favor of Southern New England Telephone Company as granted in Killingly Land Records, Vol. 87, Page 78.

Whatever flowage rights may exist in and to the Five Mile River.

Whatever rights there may be to the use of a ditch to carry water from the Five Mile River to Alexander's Lake.

TOGETHER WITH a right of way twenty five feet in width for the purpose of ingress and egress leading northerly from the above described premises to Attawaugan Crossing Road, along with others, as depicted on a plan entitled "Layout of the EXISTING 25 FOOT RIGHT OF WAY from ATTAWAUGAN CROSSING ROAD to the land of JOHN D'ABATE in the Town of Killingly, Conn. Scale 1"=100' Feb. 7, 1958 William W. Pike, Surveyor Revised Oct. 10, 1958". The grantee agrees that in the event it changes the existing right of way to an improved road, it shall install appropriate storm drainage, and it shall ~~see that the water from the improved road does not drain into the basin of Attawaugan Road so that water from the improved road will not drain~~ ~~run down the gutter over which should be high of an embankment and any storm drainage located there shall be directed to some other water course or other land of the grantor~~ not interfere with the existing natural drainage, or drain the road on to other land of the grantors.

And the grantors further expressly grant to the grantee the right to improve said existing right of way over other premises owned by them.

As a further consideration for this conveyance and by the acceptance of these presents, the grantee assumes and agrees to pay the property taxes due the Town of Killingly and Fire Districts assessed against said property on the October 1, 1977 Grand List, which taxes become due and payable July 1, 1978 and thereafter.

\$ 583.00 Conveyance Tax received

Marjorie A. McNamee
Ass't. Town Clerk of Killingly"

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WARRANTEE DEED

No. 11428

Hartford Legal Draft Service, Inc.
Hartford, Connecticut

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

KNOW YE, THAT We, PAUL J. GAZZOLA, MARY GAZZOLA, JOHN GAZZOLA and IDA GAZZOLA, all of the Town of Killingly, County of Windham, State of Connecticut

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

received to our full satisfaction of ROBERT KIELTYKA of the Town of Brooklyn, County of Windham and State of Connecticut, and WAYNE WOODIS of the Town of Eastford, County of Windham and State of Connecticut

do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever

~~AND BEING THE ONLY AND SOLE OWNERS OF THE SAID TRACT OF LAND NOW OR FORMERLY OF JOSEPH LAPOINTE~~

A certain piece or parcel of land situated in the Town of Killingly, County of Windham and State of Connecticut, located easterly of right of way of New York, New Haven and Hartford Railway and southerly from Attawaugan Crossing Road, being all premises referred to as "parcel two" in deed recorded in Volume 185 at pages 196-199 of the Killingly Land Records, more particularly bounded and described as follows:

"PARCEL TWO: Beginning at an iron on the easterly side of land of the N. Y., N.H. and Hartford Railroad Company about 844 feet, more or less, southerly from Attawaugan Crossing Road, so-called; thence easterly S. 54° 40' E. 1661 feet, more or less, to a wall adjoining land now or formerly of Joseph LaPointe, this line is marked along its entire length by iron bounds; thence southerly 507 feet, more or less, to a bound on the northerly side of trench which formerly carried water from the Five Mile River to Alexander's Lake; thence north 19° 18' E. 115 feet, more or less, to a mere stone; thence north 52° 19' E. 134 feet, more or less, to a mere stone; thence southeast 254 feet, more or less, to end of wall; the last four lines adjoin land now or formerly of Powdrell & Alexander, Inc.; thence westerly along said wall 1390 feet, more or less, to the easterly line of land of said railroad company, this line adjoins other land now or formerly of Joseph LaPointe; thence northerly along land of said railroad company 1108 feet, more or less, to the point of beginning. Containing 33 acres of land, more or less.

Said premises are conveyed together with the right to use in common with Joseph LaPointe, his heirs and assigns, a certain right of way 25 feet wide as the same now exists, beginning at Attawaugan Crossing Road, so-called, easterly of Southern New England Telephone Company poles, and extending southerly over land now or formerly of said Joseph LaPointe and land now or formerly of Henry Lavoie to the within described tract.

Said premises are conveyed subject to the right of Joseph LaPointe, his heirs and assigns, to use in common with the owners of the above described premises, a certain right of way 25 feet wide, being a continuation of the above described right of way over the premises above described as the same now exists, commencing at the northerly boundary of the within described tract at its westerly edge and extending southerly to other land now or formerly of Joseph LaPointe located southerly of the herein described tract.

The within described tract is subject to whatever rights there may be to the use of said ditch or trench to carry water from the Five Mile River to Alexander's Lake.

Together with the right to the right of way referred to in prior deeds for watering cattle in the Five Mile River.

The within described tract is subject to whatever rights there may be in the Southern New England Telephone Company to maintain its poles and lines over same, and also the right of the Connecticut Light and Power Company to maintain its poles and lines over same, \$35.22 Conveyance Tax received

Margaret A. McMeekin
Clerk of Killingly

...TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees and ~~their heirs~~ their heirs and assigns forever, and to their own proper use and behoof. And also, we the said grantor do for our selves, our heirs, executors, administrators, and assigns covenant with the said grantees, their ~~heirs and assigns~~ heirs and assigns, that at and until the encoding of these presents, we are

well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a 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 is above written.

WARRANTY DEED

No. 134

 Charles Legal Book Service, Inc.
Hartford, Connecticut

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

KNOW YE, THAT I, JOHN SWANK of the Town of Killingly, County of Windham and State of Connecticut

for the consideration of ONE DOLLAR (\$1.00)

received to my full satisfaction of ROBERT KIELTYKA of the Town of Brooklyn, County of Windham and State of Connecticut and WAYNE WOODIS of the Town of Eastford, County of Windham and State of Connecticut

do give, grant, bargain, sell and confirm unto the said grantees, their heirs, successors and assigns forever:

A certain tract or parcel of land, with all the buildings thereon, situated in said Town of Killingly, County of Windham and State of Connecticut, bounded and described as follows:

Situated on the easterly side of the land of the New York, New Haven and Hartford Railroad Company, a short distance southerly of the Attawaugan Crossing Road, so-called, and is bounded and described as follows:

Beginning at a wall, 739 feet, more or less, southerly, measured along easterly line of wall supposed to mark the easterly line of said Railroad Company's land; from an iron at the southerly line of road on the easterly side of said Attawaugan Crossing; thence S. 18° W. 105.5 feet, along said Railroad Company land; to an iron; thence S. 54° 40' E. 1661 feet, more or less, adjoining land now or formerly of Joseph LaPointe, to wall marking the easterly line of land now or formerly of said LaPointe, this line is marked along its entire length by iron bounds; thence northerly 302.5 feet, more or less, along said wall, to corner of wall; thence following wall westerly and adjoining land now or formerly of said LaPointe to point of beginning; making a tract of land of about five acres, more or less.

Together with a right of way, to be used in common with others, 25 feet in width, parallel to and adjacent to S. N. E. Telephone Company poles and line from the northerly line of the above described tract to the said Attawaugan Crossing Road.

Subject, however, to the right of said Joseph LaPointe, his heirs and assigns, to use an open right of way 25 feet wide across the westerly end of the above described tract next to the easterly side of the S. N. E. Telephone Company line. Also excepting the rights of the Southern New England Telephone Company to maintain its poles and lines across said premises.

EXCLUDING from the above described property a parcel of land of .56 acre, previously conveyed by the Grantor herein to The State of Connecticut by instrument dated 10/14/65 and recorded in the Killingly Land Records in Vol. 162 at Page 133 to which reference is hereby made.

\$ 6.00 Conveyance Tax received

Maureen G. McManis
Clerk - Town Clerk of Killingly

WARRANTEE DEED

No. 114 (16 Ps.)

Cleveland Legal Blank Service, Inc.
Hartford, Connecticut

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

KNOW YE, THAT I, EILEEN CHARRON, of the City of Norwich, County of New London and State of Connecticut,

for the consideration of one dollar and other good and valuable considerations,

received to my full satisfaction of ROBERT KIELTYKA of the Town of Brooklyn, County of Windham and State of Connecticut, and WAYNE L. WOODIS of the Town of Eastford, County of Windham and State of Connecticut,

do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever a certain tract of land, with the buildings thereon standing, located in the Town of Killingly, in said Windham County, State of Connecticut, bounded and described as follows:

A certain tract of land on the easterly side of the land of the New York, New Haven & Hartford Railroad Company about 1983 feet, more or less, southerly from the Attawaugan Crossing on the easterly side of Railroad, beginning at a wall on the westerly side of tract of land, southerly to another wall 558 feet, more or less, this line borders the Railroad Company land; thence easterly along southerly wall 1197 feet, more or less, to the Five Mile River; thence northerly along said river 274 feet, more or less, to a wall; thence westerly along northerly wall 1390 feet, more or less, to the point of beginning. The northerly wall adjoins land now or formerly of Margaret Jasmin, southerly wall adjoins land now or formerly of Veronica Romanowska. Containing about 12 1/2 acres, more or less.

Said tract is subject to a certain right of way 25 feet wide to this land from Attawaugan Crossing which is now established.

Said premises are conveyed subject to a right of way 25 feet wide through this tract from north to south walls, being a continuation of the right of way above-mentioned; rights of the Southern New England Telephone Company and the Connecticut Light and Power Company for the upkeep of their poles and lines; and whatever rights of flowage may exist in and to the use of a ditch to carry water from the Five Mile River to Alexander's Lake.

Said premises' rights of way and easement are subject to easements referred to in a Warranty Deed, dated March 15, 1951, and recorded in the Killingly Land Records in Volume 109 at Page 195.

Being the same premises described in Quit-Claim Deed from James W. Charron and Jacquelyn E. Foy to Eileen Charron, dated September 13, 1973, and recorded in the Killingly Land Records in Volume 208 at Pages 204 and 205.

Reference is made to life estate reserved to Lionel Charron by instrument dated Nov. 29, 1946, and recorded in the Killingly Land Records, Volume 101, Page 463. The said Lionel Charron died in Norwich, Connecticut, on April 11, 1964.

1872 Conveyance Tax received.

Margaret A. McManus
Ass't Town Clerk of Killingly

EXHIBIT 9

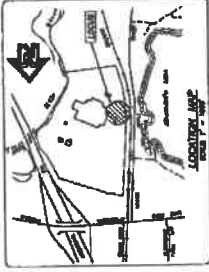
Grantor	Grantee	Book, Page – Date	Relevant language
<p>General Location Survey Showing Proposed Railroad Spur Prepared for Frito Lay, Inc. – 1886 Upper Maple Street, Killingly, Connecticut</p>		<p>July 2, 2019 Approved by the Town of Killingly Office of Planning & Development Director, Ann Marie L. Aubrey, on Oct 24, 2019</p>	<p>Plan illustrates the 25' right of way at issue and in so doing references Book 92, Page 463 of the Killingly Land Records. Note: Map reference: "Property of - Robert Kielyka & Wayne B. Woodis – Maple Street – Killingly, Connecticut – Scale: 1"=100' Date 4/10/78 – Sheet 1 of 1 – Prepared by: Kielyka, Woodis & Pike." On-file as Map #95 in the Killingly Land Records.</p>
<p>Joseph LaPointe</p>	<p>Veronica Romanowska</p>	<p>Book 91, Page 463 March 3, 1941</p>	<p>"Subject, also, to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander's Lake. Also such rights of way as may exist for watering cattle in the Five Mile River as appears of record."</p>

DRAWING NUMBER
1884 Upper
Maple Street
09 OF 19

DRAWING NUMBER
7161

DRAWING NUMBER
FRITTO LAY INC

DRAWING NUMBER
7161



**BEFORE YOU DIG
CALL BEFORE YOU DIG**
FOR A FREE LIST OF UTILITIES
AND TO REPORT ANY UNIDENTIFIED UTILITIES
CALL 811 OR 1-800-922-4455

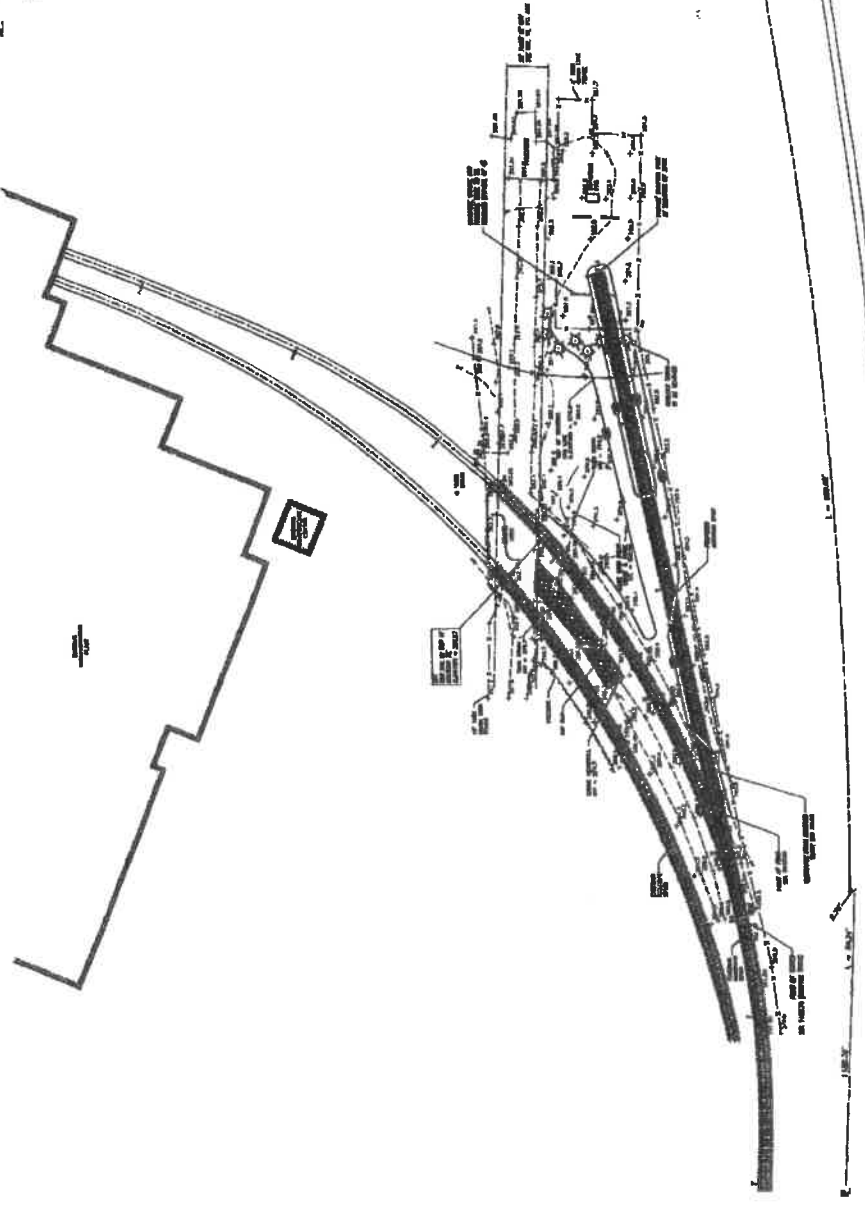
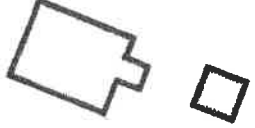
- NOTES**
1. The owner has been advised of the location of all utilities shown on this plan.
 2. The owner has been advised of the location of all utilities shown on this plan.
 3. The owner has been advised of the location of all utilities shown on this plan.
 4. The owner has been advised of the location of all utilities shown on this plan.
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 9. The owner has been advised of the location of all utilities shown on this plan.
 10. The owner has been advised of the location of all utilities shown on this plan.

PREPARED FOR
GENERAL LOCATION SURVEY
SERVING PROPOSED HIGHLAND BLVD

PREPARED BY
FRITO LAY, INC.
184 WEST MAIN STREET
MILWAUKEE, WISCONSIN

ENGINEER
KIRBY Engineering Associates
1000 North Lincoln Avenue
Milwaukee, WI 53212
Tel: 414.224.1100
Fax: 414.224.1101
www.kirbyeng.com

DATE	10/24/2019
BY	JL
CHECKED BY	JL
SCALE	AS SHOWN
PROJECT NO.	1884
DATE PLOTTED	10/24/2019
PLotted BY	JL
DATE PLOTTED	10/24/2019
PLotted BY	JL



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UPPER MAPLE STREET

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APPROVED BY THE BOARD OF SURVEYORS
OFFICE OF PUBLIC WORKS
MILWAUKEE, WISCONSIN

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

KNOW YE, THAT We, PAUL J. GAZZOLA, MARY GAZZOLA, JOHN GAZZOLA and IDA GAZZOLA, all of the Town of Killingly, County of Windham, State of Connecticut

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

received to our full satisfaction of ROBERT KIELTYKA of the Town of Brooklyn, County of Windham and State of Connecticut, and WAYNE WOODDIS of the Town of Eastford, County of Windham and State of Connecticut

do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever

~~THESE PREMISES ARE CONVEYED SUBJECT TO THE RIGHT OF EASE IN COMMON WITH THE OWNERS OF THE ABOVE DESCRIBED PREMISES, A CERTAIN RIGHT OF WAY OVER THE PREMISES ABOVE DESCRIBED AS THE SAME ARE EXTENDING AT THE NORTHERLY BOUNDARY OF THE WITHIN DESCRIBED TRACT AT ITS WESTERLY END AND EXTENDING SOUTHERLY TO OTHER LAND NOW OR FORMERLY OF SAID JOSEPH LAPOINTE LOCATED SOUTHERLY OF THE HEREIN DESCRIBED TRACT.~~

A certain piece or parcel of land situated in the Town of Killingly, County of Windham and State of Connecticut, located easterly of right of way of New York, New Haven and Hartford Railway and southerly from Attawaugan Crossing Road, being all premises referred to as "parcel two" in deed recorded in Volume 185 at pages 196-199 of the Killingly Land Records, more particularly bounded and described as follows:

"PARCEL TWO: Beginning at an iron on the easterly side of land of the N. Y., N.H. and Hartford Railroad Company about 844 feet, more or less, southerly from Attawaugan Crossing Road, so-called; thence easterly S. 54° 40' E. 1661 feet, more or less, to a wall adjoining land now or formerly of Joseph LaPointe, this line is marked along its entire length by iron bounds; thence southerly 507 feet, more or less, to a bound on the northerly side of trench which formerly carried water from the Five Mile River to Alexander's Lake; thence north 19° 18' E. 115 feet, more or less, to a mere stone; thence north 52° 19' E. 134 feet, more or less, to a mere stone; thence southeast 254 feet, more or less, to end of wall; the last four lines adjoin land now or formerly of Pondrell & Alexander, Inc.; thence westerly along said wall 1390 feet, more or less, to the easterly line of land of said railroad company, this line adjoins other land now or formerly of Joseph LaPointe; thence northerly along land of said railroad company 1108 feet, more or less, to the point of beginning. Containing 33 acres of land, more or less.

Said premises are conveyed together with the right to use in common with the owners of the above described premises, a certain right of way over the premises above described as the same are extending at the northerly boundary of the within described tract at its westerly end and extending southerly to other land now or formerly of said Joseph LaPointe and land now or formerly of Henry Laves to the within described tract.

Said premises are conveyed subject to the right of easement in common with the heirs and assigns to use in common with the owners of the above described premises, a certain right of way over the premises above described as the same are extending at the northerly boundary of the within described tract at its westerly end and extending southerly to other land now or formerly of Joseph LaPointe located southerly of the herein described tract.

The within described tract is subject to whatever rights there may be to the use of said ditch or trench to carry water from the Five Mile River to Alexander's Lake.

Together with the right to the right of way referred to in prior deeds for watering cattle in the Five Mile River.

The within described tract is subject to whatever rights there may be in the Southern New England Telephone Company to maintain its poles and lines over same, and also the right of the Connecticut Light and Power Company to maintain its poles and lines over same. \$35.22 Conveyance Tax received

Marcella A. McMillan
Town Clerk of Killingly

...TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantors and ~~their heirs and assigns forever~~ ^{their} heirs and assigns forever, and to their own proper use and behoof. And also, we the said grantors do for our selves, our heirs, executors, administrators, and assigns covenant with the said grantees, their ~~heirs and assigns forever~~ heirs and assigns, that at and until the encoding of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a 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 is above written.

EXHIBIT 10

Grantor	Grantee	Book, Page – Date	Relevant language
Frito-Lay, Inc.		Site Plan Proposal Phase Two (page 7) Accepted by P&Z at Oct 18, 2021 Meeting	Site Plan Proposal references Book 92, Page 463 of the Killingly Land Records.
Joseph LaPointe	Veronica Romanowska	Book 91, Page 463 March 3, 1941	“Subject, also, to whatever rights the Assawauga Company, its successors and assigns, may have to maintain its dam and ditch from same, and to such rights, if any, of flowage it may have. Subject, also, to such rights as there may be to the use of said ditch to carry water from said Five Mile River to said Alexander’s Lake. Also such rights of way as may exist for watering cattle in the Five Mile River as appears of record.”

EXHIBIT 11

In advance of the November 28, 2021 Planning & Zoning Commission meeting, Attorney Andrea L. Truppa submitted an objection letter dated November 10, 2021 to Ann-Marie L. Aubrey, Director of Planning & Development, and Keith Thurlow, Chairperson of Planning & Zoning Commission. The letter was sent at the behest of Anthony Simpson, principal member of Simfab Real Estate Holdings, LLC and Simray Real Estate Holdings, LLC.

LAW OFFICE OF ANDREA L. TRUPPA, LLC

880 Route 171
Woodstock, CT 06281

PH: (860) 779-1000
FX: (860) 779-1003
E: Andrea@truppaw.com

VIA EMAIL AND REGULAR MAIL

November 10, 2021

Ann-Marie L. Aubrey, Director
Planning & Development
Killingly Town Hall
172 Main Street
Killingly, CT 06239
E: aaubrey@killinglyct.gov

Mr. Keith Thurlow, Chairperson
Planning & Zoning Commission
Killingly Town Hall
172 Main Street
Killingly, CT 06239
E: Thurlowexc@yahoo.com

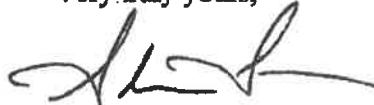
RE: ANTHONY SIMPSON'S OBJECTION TO FRITO LAY PHASE TWO

Dear Ms. Aubrey and Mr. Thurlow:

I am writing on behalf of Anthony Simpson to inform you that my client objects to any further development of the Frito Lay property. While he reached agreement with Frito Lay relative to Phase One of its expansion project, Phase Two of the expansion project imposes new obstructions to his right of way essentially negating it and eliminating any safe access to his property. To date, Frito Lay has had no discussion with Mr. Simpson concerning Phase Two of its expansion plan and the adverse consequence upon his real property interest. As such, Mr. Simpson objects to any further development of the Frito Lay property. Should the Town approve Phase Two and authorize the elimination of Mr. Simpson's titled property interest, then we will take immediate legal action against Frito Lay and the Town of Killingly to enjoin any further development and pursue a claim for consequential damages.

Please contact me or Mr. Simpson to discuss the matter further.

Very truly yours,



Andrea L. Truppa

cc: Roger Gieseke, Roger.Gieseke@pepsico.com

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

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Said premises are conveyed together with the right to use in common with Joseph LaPointe, his heirs and assigns, a certain easement or way 27 feet wide, as the same now exists, beginning at Attawaugan Crossing Road, so-called, easterly of the station house and telephone company poles, and extending southerly to a wall now or formerly of said Joseph LaPointe and land tract

Said premises are conveyed subject to the easement or way 27 feet wide, his heirs and assigns, in common with the owners of the above described premises, a certain right of way 27 feet wide, being a continuation of the above described right of way over the premises above described as the same now exists, commencing at the northerly boundary of the within described tract at its westerly edge and extending southerly to other land now or formerly of Joseph LaPointe, located southerly of the herein described tract.

The within described tract is subject to whatever rights there may be to the use of said ditch or trench to carry water from the Five Mile River to Alexander's Lake.

Together with the right to the right of way referred to in prior deeds for watering cattle in the Five Mile River.

The within described tract is subject to whatever rights there may be in the Southern New England Telephone Company to maintain its poles and lines over same, and also the right of the Connecticut Light and Power Company to maintain its poles and lines over same, \$35.20 Conveyance tax received

Marcella A. McMeasures
Town Clerk of Killingly

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