Warrantee.

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

Know ye, That I, Frederick L. Beck of the town of Berlin, County of Hartford and State of Connecticut for the consideration of One Dollar and other valuable considerations received to my full satisfaction of the State of Connecticut do give, grant, bargain, sell and confirm unto the said State of Connecticut, its successors and assigns forever, all that certain parcel of land containing one and six one-hundredths (1.06) acres, more or less, situated easterly of Butler Street and adjoining the Kensington Hatchery, in the town of Berlin, County of Hartford and State of Connecticut, bounded and described as follows:-

Beginning at a point in the northeasterly end of the parcel hereby conveyed, at a stake set in the boundary line between land conveyed and land of the State of Connecticut, and extending thence southwesterly along said boundary line a distance of sixty five and seventy-three one-hundredths (65.73) feet to a stake set in said boundary line; thence westerly in a straight line drawn at an angle of 113 degrees and thirty-three (33) minutes with said last described line, a distance of five hundred seventy-four and eighty-seven (574.87) one hundredths feet to other land of the State of Connecticut; thence northeasterly along said land of the State of Connecticut a distance of seventy-three and two (73.02) one-hundredths feet to a stake; thence bearing to the right along a curve having a radius of thirty-nine and three tenths (39.3) feet a distance of forty-four and fifty-four (44.54) one-hundredths feet to a stake; thence easterly in a straight line a distance of three hundred and nine-tenths (300.9) feet to a stake; thence again easterly in a straight line a distance of two hundred thirty-four and two tenths (234.2) feet to point of beginning.

For a more particular description reference is made to a map on file in the Berlin Town Clerk's Office entitled: "Town of Berlin - Plan showing land acquired from - F. L. Beck - By - The State of Connecticut - Kensington Hatchery - Scale 1"40' Feb. 1933 - Area - 1.06 acres, more or less."

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, and administrators, covenant with the said grantee its successors and assigns, that at and until the ensealing 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 encumbrances whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 10th day of April 1933.

Signed Sealed and Delivered
in the presence of
H. C. Deming
Homer H. Judd

Frederick L. Peck. L.S.

State of Connecticut } ss. Berlin, April 10, A.D. 1933.
County of Hartford }

Personally appeared Frederick L. Peck Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

Homer H. Judd Notary Public

Received Apr. 20, 1933 and recorded by Louise Woodruff
Asst. Town Clerk

Vote of meeting.

At a meeting of the Directors of Shbear Consolidated Ranches, Inc. duly called,

It was Voted

That the Company execute and deliver to John E. Cassin in full settlement of the action brought by said John E. Cassin against the Company, returnable to the Superior Court held at New Haven on the first Tuesday of September 1929, its note for Fourteen Hundred Dollars ($1400.00), bearing interest at the rate of 5% per annum, payable semi-annually, said note to be payable five (5) years from date, or sooner if the property securing the same shall be sold, said note to be secured by a first mortgage deed of the property of the Company located on the westerly side of the Highway in the Town of Berlin, Conn. and further that Harris Whittemore, Jr., be and he is hereby authorized to execute and deliver said note and mortgage for and in behalf of the Company.

A true copy.
Attest:

C. E. Austin.
Secretary.

Received Apr. 22. 1933, & recorded by Louise Woodruff
Asst. Town Clerk

Warranty Deed.

To all People to whom these Presents shall come, Greeting;
Know ye, That I, Frederick L. Peck, of the Town of Berlin County of Hartford, and State of Connecticut, for the consideration of a valuable sum of money received to my full satisfaction of the State of Connecticut do give, grant, bargain, sell and confirm unto the said the State of Connecticut, a certain piece of land situated easterly of Butler Street in the southerly part of the Town of Berlin, Connecticut, bounded and described as follows:

Beginning at an iron pin at the southwesterly corner of the land hereon conveyed and on the north line of land of Antonis Szaravinski, running thence N. 23° E 425 feet to an iron pin, running thence N 67° 00' W 192.1 feet to an iron pin, running thence N. 4° 27' E 306.0 feet to an iron pin, running thence N 84° 13' W 51.8 feet to an iron pin, running thence N 30° 48' E 740.5 feet to an iron pin, running thence S 51° 56' E 192.5 feet to an iron pin, running thence N 58° 14' E 332.7 feet to an iron pin, running thence N. 76° 32' E. 385.1 feet to an iron pin running thence N 30° 57' E 294.6 feet to an iron pin on the southerly line of Perry Stevens land, running thence S 72° 12' E 425.8 feet to an iron pin on the westerly boundary of Donahue Bros. or assigns land, running thence in a southerly direction along fence marking the westerly boundary of said Donahue land about 136 feet, thence easterly about 12 feet, thence southerly about 1540 feet along said fence to an iron pin marking the southwest corner of said Donahue land, running thence S 30° 44' W. 595.6 feet to an iron pin on the north line of said Antonis Szaravinski land, running thence N. 69° 27' W 683.9 feet to iron pin at point of beginning.

Bounds Northerly on remaining land of grantor and Perry Stevens; East on land of Donahue Bros. or assigns and other land of grantor; South on land of Antonis Szawinski and grantor; and Westerly on remaining land of grantor, and contains 39.2 acres of land, together

with a suitable passway from Butler Street across remaining land of the grantor to land herein conveyed.

The grantor reserves to himself, his heirs and assigns the right of passway across the southerly end of land herein conveyed so as to have access to remaining land of grantor lying east of land herein conveyed.

The grantor reserves to himself, his heirs or assigns, the right to enter upon the land herein conveyed for the purpose of taking water from the spring situated near the western boundary of the land herein conveyed about midway between the north and south end. The method of taking water shall be at the option of grantor. The amount of water taken during any one twenty-four hour period shall not exceed two hundred gallons.

As a part consideration of this deed the grantee agrees to provide grantor, his heirs or assigns a way of watering stock from water on land herein conveyed, either by laneway leading to a water hole or by some arrangement.

Land herein conveyed is subject to a lease as a pasture for the season of 1930.

For a more particular description see map on file with State Board of Fisheries and Game entitled "State of Connecticut, State Board of Fisheries and Game Map of Kensington Hatchery Property Berlin, Conn., Scale 1" - 100' July 1930, Sperry & Buell, Inc., Bristol, Conn.", which map is a part of this deed.

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 and administrators, covenant with the said grantee, its successors and assigns that at and until the ensealing 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 a-

bove 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 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 set forth.

In Witness Whereof, I have hereunto set my hand and seal this second day of July A.D. 1930.

Signed, sealed and delivered
in presence of
Henry C. Deming
Homer H. Judd

Frederick L. Beck. L.S.

State of Connecticut } ss. Berlin, July 21, A.D. 1930
County of Hartford }

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

Homer H. Judd. Notary Public.

Received July 28. 1930 at 9 A.M. and recorded by
Louise Woodruff. Asst Town Clerk.

Release of Mortgage.

Know all Men by these Presents; That I, Harry Zeiss of the Town of New Britain, County of Hartford, State of Connecticut, do hereby release and discharge a certain mortgage from Henry J. Clothowski, of the Town of Berlin, in said County and State to Max Kennedy. Dated December 7, 1928 and recorded in the records of the Town of New Britain in the County of Hartford and State of Connecticut, in Book 72 at page 367 and assigned to Harry Zeiss and recorded in Vol. 72, page 368

In Witness Whereof, I have hereunto set my hand and seal this 2 day of July A.D. 1930.

Signed, sealed and delivered
in presence of
F. B. Hungerford
Harold J. Greenberg

Harry Zeiss L.S.

State of Connecticut } New Britain, July 2 A.D. 1930
County of Hartford }

Personally appeared Max Kennedy signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me. Frederick B. Hungerford J. of the Peace

Received July 28. 1930 and recorded by Louise Woodruff. Asst. Town clerk.

Quit-Claim.

Know all Men by these Presents; That I, Frederick L. Peck of the Town of Berlin, County of Hartford and State of Connecticut for divers good causes and considerations thereunto moving, especially for One Dollar received to my full satisfaction of the State of Connecticut have remised, released and forever Quit-Claimed, and do by these Presents, for myself and heirs justly and absolutely remise, release and forever Quit-Claim unto the said Releasee, its successors and assigns forever, all such right and title as I the said Releasor have or ought to have in or to any rights in or to land of the State of Connecticut as were reserved by the said Peck in a deed of land to the said State of Connecticut, dated July 21st, 1930 and recorded on July 28, 1930, in Vol. 73 at page 326, and a deed from the said Peck to the State of Connecticut dated March 16, 1931, and recorded on March 23, 1931, in Vol. 73 at Page 374 of the Berlin Land Records.

Hereby releasing all water rights or water privileges as specifically reserved in said deed and any and all other rights as may be construed from said reservation, but not however releasing the right reserved in said deed for a passway across the extreme southerly end of the land so conveyed, for the purpose of access to and from other land of said Peck lying to the east of land of the State of Connecticut; but however said right of way shall be south of a line drawn 300 feet northerly from and parallel to the southerly line of land of the State of Conn. and shall not exceed thirty feet in width.

To Have and to Hold the premises unto it the said Releasee and to its successors and assigns, to the only use and behoof of the said Releasee its successors and assigns forever, so that neither I the said Releasor nor any other person or persons in my name and behalf shall or will hereafter claim or demand any right or title to the premises, or any part thereof but they and every of them shall by these Presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 18th day of April 1933.

Signed, sealed and delivered in presence of: H. C. Deming, Homer N. Judd. Frederick L. Peck L.S.

State of Connecticut } ss. Berlin, April 18th A. D. 1933.
County of Hartford }

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

Homer N. Judd. Notary Public

Received Apr. 20, 1933. and recorded by Louise Woodruff, Asst. Town Clerk.

QUIT-CLAIM RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That JOHN SHAW METZLER, and EMMA MARY METZLER, both of the Town of Greenfield, County of Franklin, Commonwealth of Massachusetts, hereinafter called Releasors, for divers good causes and considerations thereunto moving, especially for one dollar received to their full satisfaction of HARRISON SANDERS and DORIS I. SANDERS, both of the Town of Berlin, County of Hartford and State of Connecticut, hereinafter called Releasees, have remised, released and forever quit-calimed, and do by these presents, for themselves and their heirs, justly and absolutely remise, release and forever Quit-claim unto the said Releasees, their heirs and assigns forever, all such right and title as they, the said Releasors, have or ought to have in or to a certain tract of land located east of Beckley Road, in said Town of Berlin, and bounded:

NORTHERLY by land of The Connecticut Power Company, 405 feet, more or less;

EASTERLY and/or SOUTHEASTERLY by land of The Connecticut Power Company, 700 feet, more or less; and

SOUTHWESTERLY by other land of Harrison Sanders and Doris I. Sanders along a straight line parallel to and 125 feet southwesterly, as measured at right angles, from the present center line between Tower No. 718 and Tower No. 717 of The Connecticut Power Company, as the same extends southeasterly-northwesterly across the herein described tract.

Being a portion of the premises conveyed to Harrison Sanders and Doris I. Sanders by Warranty Deed of Jesse B. Triplett and Boice E. Triplett, dated June 5, 1948, and recorded in Volume 94, Page 524 of the Berlin Land Records.

The purpose of this deed being to release, in respect to said property, a mortgage from Harrison Sanders and Doris I. Sanders to John Shaw Metzler and Emma Mary Metzler, dated June 5, 1948, recorded in Volume 95, Page 81, of the Berlin Land Records, said mortgage not being otherwise released.

TO HAVE AND TO HOLD the premises, unto them, the said Releasees, and to their heirs and assigns, to the only use and behoof of the said Releasees, their heirs and assigns forever, so that neither they, the said Releasors, nor any other person or persons in their name and behalf, shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and every of them, shall be these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said Releasors have hereunto set their hands and seals this 27th day of September, 1952.

Signed, Sealed and Delivered in presence of:

Burton Winer
Maurice J. Levy

John Shaw Metzler (Seal)

Maurice J. Levy
Burton Winer

Emma Mary Metzler (Seal)

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF FRANKLIN ss. Greenfield September 27th, 1952.

Personally appeared John Shaw Metzler, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Maurice J. Levy
Notary Public.

COMMONWEALTH OF MASSACHUSETTS
County of Franklin ss. Greenfield September 27th, 1952.

Personally appeared Emma Mary Metzler, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

Approved: GAW 9/26/52

Maruice J. Levy
Notary Public.

Received for Record October 9th, 1952 and recorded by Margaret Chamberlain Asst. Town Clerk.

GRANT OF EASEMENT AND AGREEMENT

STATE OF CONNECTICUT
County of Hartford

Conn-H-352
Conn-H-354

This agreement made this 28th day of July, 1952, by and between STATE OF CONNECTICUT, acting herein by its State Board of Fisheries and Game pursuant to the authority granted by the provisions of Section 4848 of the General Statutes of Connecticut, revised of 1949, said Board acting in turn by the land of John P. Montgomery, its Chairman, hereinafter refereed to as "Grantor" and ALGONQUIN GAS TRANSMISSION COMPANY, a corporation organized and existing under the laws of the State of Delaware and having its principal office in Boston, Massachusetts, hereinafter referred to as "Grantee",

GRANT OF EASEMENT AND AGREEMENT (Continued)

WITNESSETH: Whereas, the grantor is the owner of a certain parcel of land situated in the Town of Berlin, and bounded and described as follows:

A certain tract or parcel of land situated in the Town of Berlin, conveyed to the State of Connecticut by Frederick L. Peck, by deed dated July 2, 1930 and recorded in Vol. 73, Page 326 of the Berlin Land Records.

WHEREAS, Algonquin desires to construct a Twenty-six (26) inch steel pipeline under the grantor's said land; and

WHEREAS, Algonquin desires to use said pipeline for the transmission of natural gas;

NOW THEREFORE, in consideration of the sum of Twenty-six ($26.00) Dollars and other valuable considerations paid by Algonquin to the grantor, receipt of which is hereby acknowledged, it is agreed between the parties as follows:

1. The grantor, for itself, its heirs, executors, administrators and assigns, gives, grants, sells and confirms unto Algonquin and its successors and assigns, subject to the agreements and provisions hereinafter contained an easement for the purpose of transmitting natural gas and other petroleum products and for no other purpose to lay and construct within two (2) years from the date hereof a single pipe line twenty-six (26) inches in diameter under and through so much of a strip of land thirty (30) feet in width as lies upon property of the grantor situated in said Town of Berlin, the location of said thirty (30) foot strip being described as follows: As shown on Ford, Bacon, & Davis, Inc., Map Numbers L-693-E and L-694-E, attached and made a part hereto.

And if said pipe line is laid within said two year period, to thereafter maintain, operate, repair and replace said pipe line with another line until a period of two (2) years shall have elapsed after the last previous use of said pipe line for transmitting natural gas or petroleum products.

The grantor reserves to itself, its heirs, executors, administrators and assigns, the right to fully use and enjoy said thirty (30) foot strip of land in any way and manner not inconsistent with the easement herein granted. Upon the expiration of a period of two (2) years after the last previous use of said pipe line for transmitting natural gas, or petroleum products, or if said pipe line is not completely laid and constructed within two (2) years from the date hereof or if said pipe line is used for any purpose other than the transmission of natural gas, petroleum products, the easement herein granted to lay, construct, maintain, operate, repair, remove, and replace said pipe line shall cease, determine and expire and neither Algonquin nor its successors and assigns shall thereafter possess any right, title or interest hereunder, but shall, nevertheless, remain subject to any liability theretofore accruing hereunder, and Algonquin and its successors and assigns shall have a period of thirty (30) days from the expiration of said easement to enter upon said thirty (30) foot strip for the sole purpose of removing pipe and shall forfeit to the grantor all pipe or other property remaining on the property of the grantor at the end of said thirty (30) day period.

If at any time within the life of said easement the grantee, shall acting within its sole and uncontrolled discretion, decide to lay and construct a second pipeline, the grantee shall have a right to lay and construct such a line, provided that prior to any entry upon any easement for the prupose of laying and constructing said second pipe line, other than entry for the purpose of making a survey of said easement, the grantor and the grantee shall agree on the amount of damages to be paid by the grantee to the grantor for such laying and constructing. In the event that the grantor and the grantee are unable to agree on the amount of damages to be paid by the grantee to the grantor for such entry, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by the grantor and one to be appointed by the grantee, and the third to be appointed by the two so appointed. And if either party shall refuse and neglect to appoint an arbitrator within thrity (30) days after the other party shall have appointed an arbitrator and served written notice thereof upon the other party requiring him to appoint an arbitrator, then the arbitrator so first appointed shall have power to proceed to arbitrate and determine the amount of damages as if he were an arbitrator appointed by both the parties hereto for that purpose and his award in writing shall be final, provided such award shall be made within thirty (30) days after such refusal and neglect of the other party to appoint an arbitrator. In case there are three (3) arbitrators selected as above mentioned, an award in writing signed by any two (2) of them shall be final, provided such award shall be made within thirty (30) days after the appointment of said arbitrators. It is expressly agreed that the grantee, in the event the parties are unable to agree as to the amount of damages, shall pay to all of the arbitrators, pooointed in the manner herein set forth, reasonable compensation for their services It is further agreed between the grantor and the grantee that the grantee shall have no right to enter upon said easement for constructing a second pipe line other than the entry for the purpose of making a survey prior to the payment by the grantor to the grantee of the amount of damages fixed by agreement between the parties or said arbitrators as herein provided.

2. The grantor for itself, its heirs, executors, administrators, and assigns, gives, grants, bargains, sells and confirms unto Algonquin and its successors and assigns, subject to the agreements and provisions herein contained, a temporary easement to use so much of a strip of land twenty (20) feet in width lying 10 feet on each side of said thirty (30) foot strip for only such purposes as are

necessary for laying and constructing said pipe line under and through said strip of land thirty (30) feet in width, and for and during the period of laying and constructing said pipe line but for no longer period in any event than two (2) years from the date hereof.

Upon the completion of the period of laying and constructing said pipe line, or two (2) years from the date hereof, whichever event shall first occur, the temporary easement herein granted to use so much of the strip of land twenty (20) feet in width lying ten (10) feet on each of said easement thirty (30) feet in width as lies upon the land of the grantor shall expire.

3. The grantor, for itself, its heirs, executors, administrators and assigns, grants unto Algonquin the right from time to time to cut and remove all trees, u dergrowth, and other obstructions on or in such one or more strips of land as may at such time be subject to any easement hereunder, provided such cutting and removal are reasonably necessary for the enjoyment of the foregoing easement.

4. The grantor, for itself, its heirs, executors, administrators and assigns, grants unto Algonquin the right of ingress and egress, for the purpose of exercising the foregoing easement, over and across such one or more of said strips of land as may at such time be subject to an easement hereunder, provided expressly however, that Algonquin, its successors and assigns, shall have noright of ingress or egress over or across any lands of the grantor other than such one or more strips of land as may at such time be subject to an easement hereunder, whether or not adjacent thereto and whether on account of necessity or otherwise, nothing herein shall be so construed as to prevent the grantor by written agreement from granting to the grantee the right to use existing roads and road ways lying on the grantor's land outside of said easement or easements for the purpose of laying, constructing, operating, maintaining, or repairing said pipe line.

5. The minimum requirements as to the construction and laying of each and every part of said pipe line and materials used therefor and any and all changes thereto and replacements thereof shall be the most rigid requirements last approved by the American Standards Association for natural gas pipelines in rural and urban areas, as the case may be, prior to any such construction, change, or/and replacement. For purposes of this agreement, land shall be classified as "rural" or "urban" in accordance with the decisions of the Public Utility Commission of the State of Connecticut. Said pipe line shall be operated and maintained in strict conformity with all governmental statutes, regulations and rulings which may at any time be applicable thereto. The gas transmitted through said line shall be odorized at the places and in the manner ordered by the Public Utility Commission of the State of Connecticut.

6. Said pipe line and any and all replacements thereof shall consist of but a single line of steel pipe manufactured by a reputable company under specifications meeting the most rigid applicable requirements last approved by the American Standards Association for natural gas pipe lines for the pressures to be used and the terrain to be transversed prior to the laying or replacing of said pipe. The maximum outside diameter of said pipe shall be twenty-six (26) inches and the minimum wall thickness of said pipe shall be one quarter of an inch. All transverse pipe joints shall be electrically welded and joints welded shall be checked by the x-ray process wherever possible.

7. All pipes used in said pipe line shall be treated externally to prevent corrosion with a coating of coal tar enamel approximately three thirty-seconds of one inch in thickness, with a glass wrapper drawn into the enamel. Asbestos felt rock shield shall be added in areas of excessive rock formation.

8. Algonquin and its successors and assigns shall not attach or install with said pipe line any appurtenance, fixture, appliance or other device which shall project above the surface of the ground, except vent pipes and cathodic leads attached thereto at cased road crossings.

9. Algonquin and its successors and assigns shall at no time permit a pressure within said pipe line exceeding eight hundred (800) pounds per square inch and shall keep and maintain said pipe line in good repair, working order and condition and shall use great diligence in inspecting the same.

10. On each occasion on which the present surface of the land, highways, roads, and private ways, under which said pipe line is laid and constructed, shall be disturbed by the laying, constructing, maintaining, operating, altering, repairing or removal of said pipe line, Algonquin or its successors and assig s shall promptly thereafter restore the prior condition of said surface and repair and rebuild such fences or walls or roads may have been desturbed thereby; and will remove all blasted out rock and trees and growth cut down and any stumps resulting therefrom, to the satisfaction of the grantor.

11. Algonquin and its successors and assigns shall seed or cause to have seeded, to grass or other similiar species recommended by the grantor, the surface of the strips of land subject to an easement hereunder and shall reseed it, or cause to have it reseeded, from time to time as and when such seeding and reseeding is necessary to prevent or control erosion, and Algonquin and its successors and assigns shall maintain the same in good order, repair and condition, free from pits, depressions, holes or ruts or other defects that might be unsightly or dangerous; and will restore the grades, contours and levels in said premises to substantially the same condition as existed prior to the excavation for said pipe line.

GRANT OF EASEMENT AND AGREEMENT (Continued)

12. Algonquin, its successors and assigns, shall following the construction, laying, repairing, maintenance, and/or removal of said pipe line, leave all drains waterpipes, and other service pipes and/or wires, which are located on, over or under the land of the grantor, including those portions of the grantor's land which are subject to said easement or easements, in as good condition as they were prior to construction of said pipe line.

13. Algonquin agrees that any ditch to be dug on the land of the grantor for the purpose of laying, installing, removing, repairing, or altering said pipe line shall not remain open and unfilled for more than ninety (90) days.

14. The right is hereby reserved to the grantor to drain the land adjacent to or included in said thirty (30) foot strip.

15. The grantor, its successors and assigns, agrees not to blast within one hundred (100) feet of said thirty (30) foot strip unless such blasting is done under the supervision of Algonquin's Engineering Department. Algonquin and its successors and a ssigns agree to supply such supervision, provided the grantor, its heirs, executors, administrators, and assigns, give Algonquin seven (7) days' notice of such intention to blast.

16. Algonquin agrees to reimburse and to indemnify the grantor for any damage which may be caused the grantor by Algonquin, its successors and assigns, maintaining, operating, altering, or removing said pipeline.

17. In addition to all of ther other rights and privileges which are reserved to the grantor hereby and as a matter of law, there is expressly reserved to the grantor the right to install sewerage, water drainage or power lines across, under or above said thirty (30) foot strip, and Algonquin upon sufficient notice, agrees to provide for the protection of said pipe line during the installation of any and all such lines and facilities. And there is further reserved to the grantor the right to cross said thirty (30) foot strip at any time, in any place and with any equipment.

18. Algonquin, for itself, and its successors and assigns, hereby agrees to indemnify and save the grantor, its heirs and assigns, as owner of any portion of the land now owned by the grantor in and contiguous to said easements, harmless or and from any loss or damage or the aggravation of any loss or damage to person and/or property now or hereafter resulting from the construction, operating, maintaining, repair, removal or existence of said pipe line in said thirty (30) foot strip.

19. No change in the ownership of the land subject to the easements hereinabove granted shall be binding upon Algonquin or its successors or assigns until the numiment of title by which such change becomes effective has been recorded in the land records of said town.

IN WITNESS WHEREOF, State of Connecticut, acting herein by its State Board of Fisheries and Game, said Board acting in turn by the hand of John P. Montgomery, its Chariman, hereunto duly authorized, and Algonquin Gas Transmission Company, acting herein by Harry H. Johnson its President, hereunto duly authorized, have caused these presents to be executed and their corporate seals to be hereunto affixed the day and year first above mentioned.

Signed, sealed and delivered in the presence of:

STATE OF CONNECTICUT L.S.
By John P. Montgomery
Chairman
State Board of Fisheries and Game

Elizabeth McGuire
Thomas L. Miller

ALGONQUIN GAS TRANSMISSION COMPANY
By Harry H. Johnson
Its President

Margaret C. Shea
Robert E. Culver

Approved July 22, 1952 by W.L.B.

STATE OF CONNECTICUT)ss: Hartford, July 28, A. D. 1952.
County of Hartford)

Personally appeared John P. Montgomery Chairman, State Board of Fisheries and Game, of the State of Connecticut, signer and sealer of the foregoing instrument and acknowledged the same to be the free act and deed of the State of Connecticut and said Board and his free act and deed as such Chairman, before me.

Roger C. Norling
Notary Public.

STATE OF MASSACHUSETTS)ss: Boston, July 23, A. D. 1952.
County of Suffolk)

Personally appeared Harry H. Johnson, President of Algonquin Gas Transmission Company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

Thomas F.A. Flynn
Notary Public.

Received for Record August 15, 1952 and recorded by Margaret Woodruff Asst. Town Clerk

Personally appeared Raymond C. Riggott, President of The Perry and Riggott Company, duly authorized, and Raymond C. Riggott, individually signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free axt and deed of said corporation, before me.

J. Noxon Howard, Notary Public

Received for Record December 23, 1960 at 12:02 P.M. and recorded by

Harriet K. Coale Deputy Town Clerk

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS That the STATE OF CONNECTICUT=acting herein by its State Board of Fisheries and Game, pursuant to authority granted to it by the provisions of Section 4848 of the General Statutes of Connecticut, Revision of 1949, as amended by Section 26-3 of the 1958 Supplement to the General Statutes, said Board acting, in turn, by the hand of LYLE M. THORPE, its Director hereunto duly authorized, for a valuable consideration, the recei pt of which is hereby acknowledged, does hereby grant to THE CONNECTICUT LIGHT AND POWER COMPANY, a Corporation chartered by the General Assembly of the State of Connecticut and having its principal office in the Town of Berlin, in the State of Connecticut, and its successors and assigns, the right to set or relocate and permanently maintain electric lines consisting of poles, guys and guy stubs on any or all of the private or public streets or passways now or hereafter laid out or located on the property hereinafter described situated in the Town of Berlin, County of Hartford and State of Connecticut.

Together with the right to erect, operate and permanently maintain electric conductors and other usual fixtures and appurtenances used and adapted for the transmission of electric current for light, heat, power or for any other purpose and for telephone purposes on any or all of said private or public streets or passways, and the right to continue and extend said lines from the property herein described.

Together also with the right to erect and permanently maintain such guys and anchors as are from time to time needed on the portion of said property now owned by the Grantor adjoining said roadways in locations not to exceed ten (10) feet from the limits of said private or public streets or passways.

Together also with the right to trim and keep trimmed, cut and remove such trees as in its or their judgment may endanger said electric line or its operation.

Said above-mentioned land is bounded now or formerly as follows:

Beginning at an iron pin on the east line of Butler Street, said iron pin being 86.5 feet southerly along the east line of Butler Street from a point where the projection of the south line of the school house, located on the west side of Butler Street; running thence south 78°51' east 904.3 feet to an iron pin, running thence by a regular curve to the left with a radius of 58.6 feet thru a deflection angle of 68°38' to an iron pin; running thence tangent to said curve north 32°31' east 294.75 feet to an iron pin; running thence by a regular curve to the right with a radius 39.3 feet thru a deflection angle 64°56' to an iron pin; running thence south 82°33' east 300.9 feet to a point; running thence south 76°48' 238.3 feet to a point on the west line of the Kensington Hatchery Property. The above described line is the right hand side of a strip of land running from Butler Street to the Kensington Hatchery Property. The left hand side is parallel to the above described right hand side and 30 feet therefrom, except that the left hand side of said passway shall join the east line of Butler Street by a curve whose radius is 10 feet. The west end bounds on Butler Street and the east end bounds on land of the grantee and bounds on all other sides by land of the grantor, except partly on Second Piece as hereinafter described

SECOND PIECE:

Beginning at the above described iron pin on the east of Butler Street, running thence south 78°51' east along the south line of the above described First Piece 462.2 feet to an iron pin; running thence south 13°49' west 70 feet to an iron pin; running thence north 71°55' west 469.3 feet to the east line of Butler Street; runnkng thence northerly along the east line of Butler Street 15 feet to point of beginning.

Said electric line enters the above described land from Chamberlain Highway, formerly Butler Street, and runs easterly, northeasterly, again easterly, and southeasterly along said 30 foot passway to other land of the Grantor, in the same location as the existing electric line.

Together also with the rights for guying and overhanging adjoining property, acquired by the Grantor from Fredrick S. Peck by deed dated March 16, 1931 and recorded in Volume 73, Page 574 of the Berlin Land Records.

Assigned Vol. 131, Page 253
Janet F. Swanson, Asst. Town Clerk

PERMANENT EASEMENT Cont'd.

Any right herein described or granted or any part thereof may be assigned to any Telephone Company and other assignee or assignees by the Grantee or its successors and assigns, and the Grantor for itself, its representatives and assigns hereby agrees to and hereb do3s ratify any such assignment or assignments.

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

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

IN WITNESS WHEREOF, the State of Connecticut, acting herein by its State Board of Fisheries and Game, by the hand of Lyle M. Thorpe, its Director, hereunto duly authorized, has caused its name to be signed and its seal to be hereto affixed this 25th day of October 1960.

Signed, sealed and delivered in presence of

Witness George C. Hancock
Witness Lorraine B. Wilber (SEAL)

State of Connecticut
By Lyle M. Thorpe
Director of its Board of
Fisheries and Game.

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss Hartford Octobxr 25, 1960.

Personally appeared before me Lyle M Thorpe, Director of the State Board of Fisheries and Game of the State of Connecticut, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said State and its Board of Fisheries and Game, and his free act and deed as such Director.

George C. Hancock, Notary Public

Received for Record December 27, 1960 at 8:00 A.M. and recorded by

Harriet K. Coale Deputy Town Clerk

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That the BURRITT MUTUAL SAVINGS BANK OF NEW BRITAIN a corporation chartered by the Legislature of Connecticut and located in the Town of New Britain, County of Hartford, said State, acting herein by its Treasurer hereunto duly authorized does hereby release and discharge a certain mortgage from EARL H. WICKLUND to Burritt Mutual Savings Bank of New Britain, dated September 16, 1960 and recorded in the land records of the Town of Berlin, in the County of Hartford and State of Connecticut, in Book 128, page 493.

IN WITNESS WHEREOF, said Burritt Mutual Savings Bank of New Britain has caused these presents to be signed and sealed by Raymond E. Cummings its Treasurer this twenty-third day of December A.D. 1960.

Signed, sealed and delivered in presence of

Franklin L. Carifa
Helen A. Sylvester (SEAL)

Burritt Mutual Savings Bank of New Britain
By Raymond E. Cummings, Treasurer (L.S.)

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. New Britain December 23, A.D. 1960.

Personally appeared Raymond E. Cummings Treasurer of the Burritt Mutual Savings Bank of New Britain, signer and sealer of the foregoing instrument, and acknowledged the same to be his and its free act and deed before me.

(SEAL) Helen A. Sylvester, Notary Public

Received for Record December 28, 1960 at 8:01 A.M. and recorded by

Harriet K. Coale Deputy Town Clerk

WARRANTEE DEED (;cont'd)

periods of ten years unless an instrument signed by a majority of the ten owners of all the lots in the Subdivision known as "Nor-Vue"has been recorded agreeing to change said restrictions in wh ole or in part.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their own proper use and behoof.

AND ALSO, I the said grantor do for myself and my heirs, executors, administrators, and assigns, covenant with the said grantees and with the survivor of the, and with such survivor's heirs and assigns, that at and until the en-' sealing 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 ,ammer and form as is a;bove 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, and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantees and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of September in the year of our Lord nineteen hundred and sixty-one.

Signed, Sealed and Delivered in presence of

J. Noxon Howard
Bonnie C. Cullinan

Leonard Abrahamson (L.S.)

STATE OF CONNECTICUT SS. New Britain September 29, A. D. 1961
COUNTY OF HARTFORD

Personally appeared Leonard Abrahamson, signer and sealer of the foregoing Instrument and acknowledged the same to be his free act and deed, before me.

J. Noxon Howard
Notary Public

U.S.Internal Revenue Stamps to amount of $8.80 affixed to the foregoing and duly cancelled.

Janet F. Swanson Asst. Town Clerk

Received for Record October 2, 1961 at 4:24 P. M. and recorded by

Janet F. Swanson Asst. Town Clerk

ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That THE CONNECTICUT LIGHT AND POWER COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut and having its principal office in the Town of Berlin, County of Hartford, in said State, in consideration of a valuable sum in dollars, less than One Hundred Dollars ($100.00), received to its full satisfaction of CONNECTICUT RAILWAY AND LIGHTING COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut and having its principal place of business in the City of Bridgeport, County of Fairfield, in said State, does hereby remise, release, transfer, set over and assign to said CONNECTICUT RAILWAY AND LIGHTING COMPANY, all of its right, title and interest in and to those several easements over land situated in the Town of Berlin, County of Hartford, in said State, acquired from the following named Grantors and dated and recorded as indicated, to wit:

Name	Date	Vol.	Page
Madison Homes, Incorporated	March 28, 1960	128	92
Radco, Incorporated	May 5, 1960	128	150
Radco, Incorporated	May 5, 1960	128	151
George D. Anthony	May 19, 1960	128	204
The Jones-Loomis Co.	May 31, 1960	128	257
Webster Square Realty, Inc. et al.	Aug. 17, 1960	128	453
James B. Ellsworth	Aug. 31, 1960	128	503
Charles A. Johnson, et al.	Sept. 29, 1960	128	557
Roland Nadeau	Sept. 29, 1960	128	554
Roland Nadeau	Sept. 15, 1960	128	555
Madison Homes, Incorporated	Oct. 5, 1960	130	32
George Bergeson	Nov. 9, 1960	130	83
The State Board of Fisheries and Game	Oct. 25, 1960	130	122

TO HAVE AND TO HOLD the same unto the said CONNECTICUT RAILWAY AND LIGHTING COMPANY and its successors and assigns forever.

IN WITNESS WHEREOF, THE CONNECTICUT LIGHT AND POWER COMPANY, acting herein by Walter W. Forman, one of its Vice-Presidents, hereunto duly authorized, has caused its name to be signed and its corporate seal to be hereto affixed this 22 day of September, 1961.

Signed, Sealed and Delivered in presence of

THE CONNECTICUT LIGHT AND POWER COMPANY

Arline R. Gebhardt
J. S. Lewis

By Walter W. Forman
One of its Vice-Presidents.
(Corporate Seal)

STATE OF CONNECTICUT,
COUNTY OF HARTFORD ss. Berlin, September 22, 1961

Personally appeared Walter W. Forman, one of the Vice Presidents of THE CONNECTICUT LIGHT AND POWER COMPANY, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said corporation and his free act and deed as such Vice-President, before me,

A. Louis Bisio
Notary Public

Received for record October 3, 1961 at 8:00 A.M. and recorded by,

Janet F. Swanson Asst. Town Clerk

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT THE NEW BRITAIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Connecticut and located and doing business in the Town of New Britain, County of Hartford in said State, EXECUTOR of the Will of George B. Alling, late of the Town of Berlin in said County and State, Deceased, in consideration of the sum of one or more dollars lawful money of the United States, to it in hand paid by LAURETTA D. ALLING of the Town of Berlin County of Hartford in said State at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents coes grant, bargain, sell, assign, transfer and set over unto the said LAURETTA D. ALLING a certain indenture of Mortgage, made and executed by Walter J. Zuk in favor of George B. Alling bearing date the 30th day of October in the year nineteen hundred and fifty-seven and recorded in Berlin Town Records Vol. 97, Page 123, to which reference may be had for a more particular description of said mortgage and of the land therein described,

TOgether with the debt, note and obligation therein described, and the money due or to become due thereon with the interest earned or to be earned.

TO HAVE AND TO HOLD the same unto the said Lauretta D. Alling, her heirs and assigns forever, subject only to the proviso in said Indenture of Mortgage mentioned: And it does hereby make, constitute and appoint the said Lauretta D. Alling its true and lawful attorney, irrevocable in her name or otherwise, but at her proper cost and charges, to have use and take all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as might or could do if these presents were not made.

IN WITNESS WHEREOF, said corporation, executor as aforesaid, has hereunto caused its name and seal to be affixed by its trust officer duly authorized this day of September in the year of our Lord one thousand nine hundred and sixty-one.

Signed, sealed and delivered in presence of

THE NEW BRITAIN TRUST COMPANY, EXECUTOR of the will of George B. Alling

Joan Sutula

Joan Maguda

By Frank J. Potetz (L.S.)
Its Trust Officer

STATE OF CONNECTICUT,
COUNTY OF HARTFORD ss. New Britain September 29th A.D. 1961

Personally appeared Frank J. Potetz, Trust Officer of The New Britain Trust Company, Executor as aforesaid, signer and sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as such Trust Officer, and the free act and deed of said corporation, in said capacity, before me.

Herbert E. Claflin
Notary Public

Received for record October 3, 1961 at 10:30 A. M. and recorded by,

Janet F. Swanson Asst. Town Clerk

Par. Rel. Vol. 127, Page 216
1st & 2nd Harriet K. Coale. Dep. T.C.
Piece

MORTGAGE DEED Cont'd.

In the event this note is referred to an attorney for collection, or the holders of this note institute suit to foreclose the mortgage given as security for its payment or to collect any balance due on this note, a reasonable attorney's fee shall be added to the principal and interest due hereon; and in any event, the unpaid balance hereof shall bear interest at the rate of twelve (12) per centum per annum until paid.

This note is secured by a second mortgageof even date herewith on premises known as No. 190 Beckley Road, Berlin, Connecticut.

Norman J. Carriere
Rita M. Carriere

Now therefore, if said note shall be well and truly paid according to its tenor, then this deed shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 30th day of March in the year of our Lord nineteen hundred and sixty-one.

Signed, sealed and delivered in presence of

Lillian M. Siemionko
Julius Apter

Norman J. Carriere (L.S.)
Rita M. Carrier (L.S.)

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Hartford March 30, A.D. 1961

Personally appeared Norman J. Carriere and Rita M. Carriere signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed before me.

Julius Apter, Notary Public

Received for Record April 4, 1961 at 8:00 A.M. and recorded by

Harriet K. Coale Deputy Town Clerk

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF CONNECTICUT acting herein by its State Board of Fisheries and Game, pursuant to authority granted to it by the provisions of Section 4848 of theGeneral Statutes of Connecticut, Revision of 1949, as amended by Section 26-3 of the 1958 Supplement to the General Statutes said Board acting, in turn, by the hand of LYLE M. THORPE, its Director, hereunto duly authorized, for the consideration of One Dollar ($1.00) and other valuable considerations received to its full satisfaction of THE CONNECTICUT LIGHT AND POWER COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut and having its principal office in the Town of Berlin, County of Hartford, in said State, does give, grant, bargain, sell and confirm unto said The Connecticut Light and Power Company, a perpetual easement, privilege and right of way two hundred fifty (250) feet wide for electric lines for the transmission of electric currents of any character necessary or convenient from time to time in the conduct of the Grantee's business and the right, at any and all times, and from time to time, to erect, inspect, operate, use, patrol and permanently maintain the said electric lines upon, over and across lands of the Grantor situated in the Town of Berlin, County of Hartford, in said State. Said easement, privilege and right of way herein granted covers any land, or interest therein, owned by the Grantor within one hundred twenty-five (125) feet measured at right angles to and northerly of, and within one hundred twenty-five (125) feet measured at right angles to and southerly of the following described line of location, whether such line of location is, at the point opposite such land, on land of the Grantor, on the highway, or on land of some other party.

Said line of location runs N 33°41'W across land now or formerly of Joseph, Frank and John Palladino to a point marking an angle in said line of location; thence S 87°36' W, 73.8 feet, more or less, acaoss said land now or formerly of Joseph, Frank and John Palladino to a copper pin in the wire fence marking the boundary line between said land now or formerly of Joseph, Frank and John Palladino and land of the Grantor, which copper pin is 295.6 feet measured northerly along said wire fence from a monument at the intersection of said wire fence and a stone wall running easterly and westerly. At said aforementioned copper pin said line of location entering land of the Grantor runs S 87°36'W, 726.5 feet more or less, to a oopper pin in the boundary line between said land of the Grantor and other land now or formerly Joseph, Frank and John Palladino, which copper pin is 254.7 feet measured southerly along said boundary line from a monument marking a corner of said boundary line; thence leaving land of the Grantor, said line of location runs S87°36'W, 1963.3 feet, more or less, across said other land now or formerly Joseph, Frank and John Palladino to a copper pin on the easterly side of Chamberlain Highway.

The above bearings are referred to the True Meridian.

Said right of way is more clearly designated and defined by a map marked "Location of Right of Way of The Connecticut Light & Power Company across the property of State of Connecticut, Town of Berlin, County of Hartford, State of Connecticut, Scale 1"=200' March 1961" a copy of which map has been or will be filed for record in the Office of theTown Clerk of said Town of Berlin.

Said electric lines may consist of poles, towers, other supporting structures (which may be substituted one for the other at any time), circuits, cables, wires, cross-arms, guy wires, anchors, guy stubs and other overhead and underground appurtenances and fixtures, any or all of which constituent parts of said electric lines may be erected, relocated, replaced, repaired or changed in number, size or type from time to time.

Together with the right to trim, cut, take down and remove, at any and all times, such trees, parts of trees, limbs, branches, underbrush and structures, within or projecting into the above described right of way, as in the judgment of the Grantee may interfere with or endanger any of said electric lines or their operation whenever they are erected, and the right to control the growth of such underbrush by the use of chemicals or otherwise.

Together also with the right to enter upon, pass and transport materials along and over said right of way to and from adjoining lands of others or highways.

Reserving, however, to the Grantor, and to its successors and assigns, the right to use the land, except for structures, beneath said electric lines and elsewhere within said right of way but no use of the land whatsoever shall interfere with or obstruct the rights herein granted or endanger said electric lines or their operation, whenever they are erected.

If any part of the above described land upon or over which said electric lines shall be located is now or shall hereafter become a public street or highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining land owners, is hereby given to the Grantee to use that part for the purposes and in the manner above described.

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

The said electric lines shall remain the property of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the State of Connecticut acting herein by its StateBoard of Fisheries and Game, by the hand of Lyle M. Thorpe, its Director, hereunto duly authorized, has caused its name to be signed and its seal to be hereto affixed this 17th day of March 1961.

Signed, sealed and delivered in presence of

George C. Hancock
Helen B. Neumayer

(SEAL)

State of Connecticut

By Lyle M. Thorpe (L.S.)
Director of its Board of
Fisheries and Game.

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss. Hartford March 17, 1961.

Personally appeared Lyle M. Thorpe, Director of the State Board of Fisheries and Game of the State of Connecticut, signer and sealer of the foregoing instrument, and acknowledted the same to be the free act and deed of said State and its Board of Fisheries and Game, and his free act and deed as such Director, before me.

George C. Hancock, Notary Public

APPROVED AS TO FORM
Arthur B. O'Keefe, Jr.
Dep. Attorney General

"Consideration Less Than One Hundred Dollars"

Received for Record April 5, 1961 at 8:00 A.M. and recorded by

Harriet K. Coale Deputy Town Clerk

Grant of Easement

State of Connecticut

County of Hartford Tract No. H-352,354

WHEREAS, Algonquin Gas Transmission Company, hereinafter called "Algonquin", a Delaware corporation, having its principal place of business at 1284 Soldiers Field Road, Boston, Suffolk County, Massachusetts, has been granted by State of Connecticut, State Board of Fisheries and Game, John P. Montgomery, Chairman, a permanent right-of-way and easement for the laying, construction, operation, maintenance, alteration, replacement, repair and removal of a pipeline or pipelines with valves, tie-overs and other appurtenant facilities for the transmission of natural gas and all-by-products thereof or any liquids, gases or substances which can be transported through a pipeline, over, under, across and upon lands situated in the Town of Berlin, Hartford County, Connecticut said lands being the same premises conveyed to State of Connecticut by deed from Frederick L. Peck, dated July 2, 1930 and recorded with the town of Berlin Land Records in Book 73; Page 326; said grant of easement being dated July 28, 1952 and recorded with Berlin Land Records, in Book 103; Page 540; and

WHEREAS, Algonquin has constructed a pipeline through the premises herein described and will presently construct a second pipeline therein, and it is desirable that the existing permanent right-of-way be enlarged to a total width of seventy-five (75) feet consisting of a strip of land fifty-five (55) feet in width generally Southeasterly of, and a strip of land twenty (20) feet in width generally Northwesterly of and in each case adjoining and parallel to the first pipeline as presently installed in the ground;

NOW THEREFORE, in consideration of the sum of Twenty-Six and NO/100 Dollars ($26.00) paid, we/I the undersigned State of Connecticut. State Board of Fisheries and Game, hereby give, grant, and convey to said Algonquin Gas Transmission Company, its successors and assigns, a permanent right-of-way and easement over a strip of land thirty-five (35) feet in width, lying generally Southeasterly of and a strip of land ten (10) feet in width lying generally Northwesterly of and parallel to and adjoining the present right-of-way with rights therein as set forth in the original grant mentioned above, and the temporary use of a strip of land twenty (20) feet in width, parallel and contiguous with the herein granted easement to be used for the construction of the second Pipeline only.

It is mutually understood and agreed that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

By acceptance of this grant, Algonquin agrees that its right of ingress and egress over the lands described herein shall be confined whenever feasible to the right-of-way itself and any roads and ways existing at the time of the particular exercise of this right.

The State of Connecticut, acting herein pursuant to Section 26-3 of the 1958 revision of the General Statutes.

WITNESS my hand and seal this 26th day of Eebruary 1964.

Signed and Sealed in the Presence of
George C. Hancock
Helen B. Neumayer

STATE OF CONNECTICUT
BOARD OF FISHERIES AND GAME
by Lyle M. Thorpe, Director

STATE OF CONNECTICUT

COUNTY OF HARTFORD ss. Hartford, February 26, 1964
Personally appeared Lyle M. Thorpe, Director, State Board of Fisheries and Game of the State of Connecticut, signer and sealer of the foregoing instrument and acknowledged the same to be the free act and deed of the State of Connecticut and said Board and his free act and deed as such Chairman, before me,

APPROVED:
Arthur B. ?
Deputy Attorney General

George C. Hancock
Notary Public

Received for record March 11, 1964 at 1:15 P.M. and recorded by

N. A. Bamba Town Clerk

VOL 482 PAGE 0405

EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF CONNECTICUT ("Grantor"), acting herein by ARTHUR J. ROCQUE, JR., COMMISSIONER OF ENVIRONMENTAL PROTECTION, for the consideration of $9,500.00 and other good and valuable consideration received to its full satisfaction of Yankee Gas Services Company, ("Grantee"), a specially chartered corporation existing under the laws of the State of Connecticut, does hereby grant unto the Grantee, its successors and assigns, a Permanent Easement and associated temporary work easement on land of the State Of Connecticut shown on a map entitled "Right of Way Plan Showing Easement to be Acquired from the State of Connecticut by Yankee Gas Services, Berlin, CT., Scale 1"=300', dated July, 2002. Drawing number YGS-MER-LP-39 by Coler & Colantonio, Inc.". Said easement areas being designated on said map and the combined easement areas (also hereinafter referred to as "the Premises") more particularly bounded and described as follows:

The easement herein described is ten (10) feet in width and covers any land or interest therein owned by the Grantor lying within an area being bounded northerly by a line being one hundred fifteen (115) feet, measured at right angles to, and lying within an area bounded southerly by a line being one hundred twenty-five (125) feet, measured at right angles to, and southerly of the following Connecticut Light and Power Company monumented line of location, whether said monumented line of location is opposite such land, on said land, on the highway, or on land of some other party.

Said monumented line of location runs easterly across land now or formerly of James Roche, et al to an iron pin set; thence easterly 1598.0 feet across land now or formerly of James Roche, et al, land of the Grantor, and across land now or formerly of Karen A. Carangelo, et al, to a monument; thence said monumented line of location continues southeasterly.

Said Map is on file in the Town of Berlin Land Records.

The aforesaid easements are granted subject to the following terms and conditions to which, by its signature on this instrument, the Grantee expressly agrees:

D4865

1. The Grantor gives and grants unto the Grantee, its successors and assigns forever, a full and perpetual right and privilege (i) to enter upon the Premises for the purpose of construction, building, repairing, operation and maintenance of a gas line and its attendant fixtures including the removal of trees, rocks, brush and other obstructions; and (ii) the right to transmit and/or distribute natural gas. The Grantee shall have rights of ingress and egress along and across the easement area. Together with the temporary use for work space of a strip of land designated on said Map as "Proposed Temporary Work Space" referenced above. Said temporary use for work space shall expire twenty-four (24) months from the execution date of this instrument.

$ -0- TOWN CONVEYANCE TAX
$ -0- STATE CONVEYANCE TAX
KATHRYN J. WALL, BERLIN TOWN CLERK

2. The Grantor shall incur no expense as a result of said easements and the Grantee, its successors and assigns, shall bear all direct and indirect costs of construction, building, repairing, operation and maintenance of said easements.
3. The Grantor reserves the right for itself, its successors and assigns to continue to use the Premises for any use and purposes which shall not interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purposes for which the easements is granted. Grantee shall cooperate with Grantor and manage the exercise of all of its granted rights within the Premises in a manner that is consistent with the Premises being utilized for the purpose herein referenced and for public use so long as such public use does not unreasonably interfere with the activities of the Grantee allowed by this instrument.
4. The Grantor reserves the right for itself, its successors and assigns to grant additional easements to the premises to any other party, to the extent that same does not unreasonably interfere with the rights of the Grantor hereunder.
5. The rights, title and privileges herein granted may, in whole or in part, together or separately, be sold, leased, assigned, pledged, and mortgaged at any time without prior notice to or consent of Grantor and this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, assigns and legal representatives, and shall run with the land.
6. The failure of the parties to exercise any rights herein conveyed in any single instance shall not bar that party from exercising such right or rights in the future.
7. The Grantee, its successors and assigns, shall indemnify and hold the Grantor harmless from any suit or claim which may arise in connection with any activity and usage connected with the easement and right to enter, including, but not limited to the installation or placement of the gas line. The Grantee hereby agrees to defend the Grantor as though it were not a sovereign with respect to any such claim. This in no way shall be construed to be a waiver of any immunities that the Grantor may possess. Furthermore, the Grantee or its contractors, subcontractors, agents and assigns will carry indemnity and public liability insurance against any said suit or claim in the following minimum amounts. Public liability limits of not less than $1,000,000. per occurrence and $2,000,000. aggregate; property damage limits of not less than $250,000. and workers compensation. The STATE OF CONNECTICUT and the Department of Environmental Protection (DEP) shall be "named insured." The Grantee shall have the right to self-insure portions of the foregoing insurance requirements up to those limits that it determines, from time to time, to be acceptable to it, provided that said self-insurance limits apply to substantially all properties then owned by the Grantee.
8. All required federal, state and local permits shall be obtained. Nothing in this Easement and Agreement shall constitute a permit.

TO HAVE AND TO HOLD WITH QUITCLAIM COVENANTS, the above-granted and bargained easements to the Grantee, its successors and assigns forever.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals.

Signed in the Presence of:

Mary Ann Thomas
Witness: MARY ANN THOMAS

Suzanne M. Barkyoumb
Witness: Suzanne M. Barkyoumb

STATE OF CONNECTICUT

By: Jane K. Stahl
Jane K. Stahl, Deputy Commissioner
of Environmental Protection

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

The foregoing instrument was acknowledged before me this 10th day of October, 2002 by ~~Arthur J. Rocque, Jr.~~ Jane K. Stahl, Deputy Commissioner of Environmental Protection, State of Connecticut.

John N. Eberly
Notary Public
My Commission Expires Aug 31, 2005

JOHN N. EBERLY

Signed in the Presence of:

Witness:

Witness:

YANKEE GAS SERVICES COMPANY

By: Dennis E. Welch
Dennis E. Welch
President and Chief Operating Officer

STATE OF CONNECTICUT)
) ss.
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 8TH day of OCTOBER, 2002 by Dennis E. Welch, President and Chief Operating Officer of the Yankee Gas Services Company, a Connecticut corporation, on behalf of the corporation.

Nancy R. Monde
Commissioner of Superior Court
Notary Public
Date: 10/8/02

NANCY R. MONDE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2002

STATUTORY AUTHORITY
Connecticut General Statute
Section 26-3

Approved Pursuant to
C.G.S. Section 26-3:

Richard Blumenthal
Attorney General

By: _____
William B. Gundling
Associate Attorney General 10/11/02

APPROVED AS TO FORM:

Richard Blumenthal
Attorney General

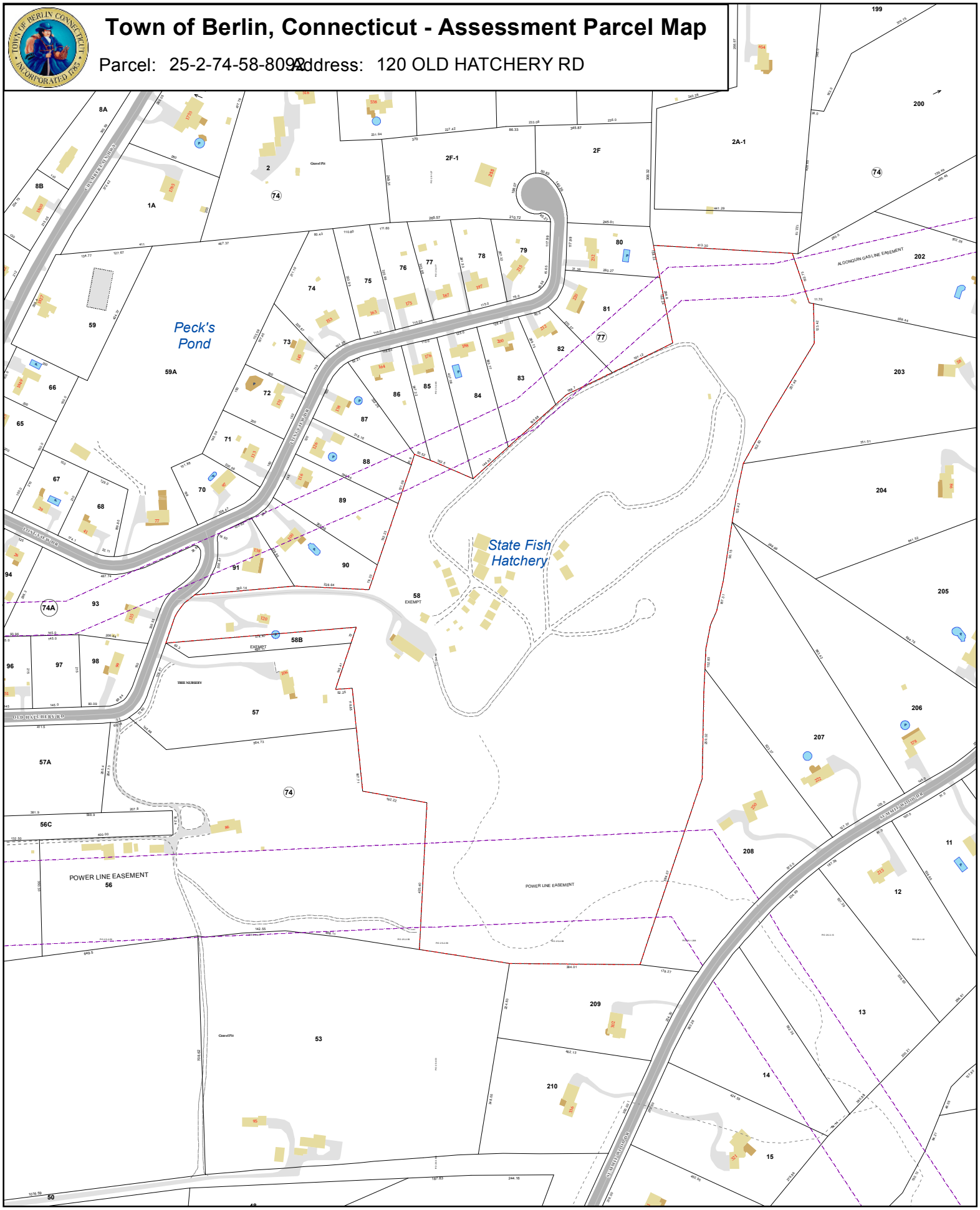
By: _____
William B. Gundling
Associate Attorney General

Date: 10/11/02

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2002 OCT 17 P 2:06
Kathryn J Wall
BERLIN, CT.

Town of Berlin, Connecticut - Assessment Parcel Map

Parcel: 25-2-74-58-8092 Address: 120 OLD HATCHERY RD



NEGEO
New England Geosystems
www.negeosystems.com
282 Main Street Extension - C2
Middletown, CT 06457 • (203) 404 - 7129

Approximate Scale: 1 inch = 355 feet

0 180 360 540 720 Feet

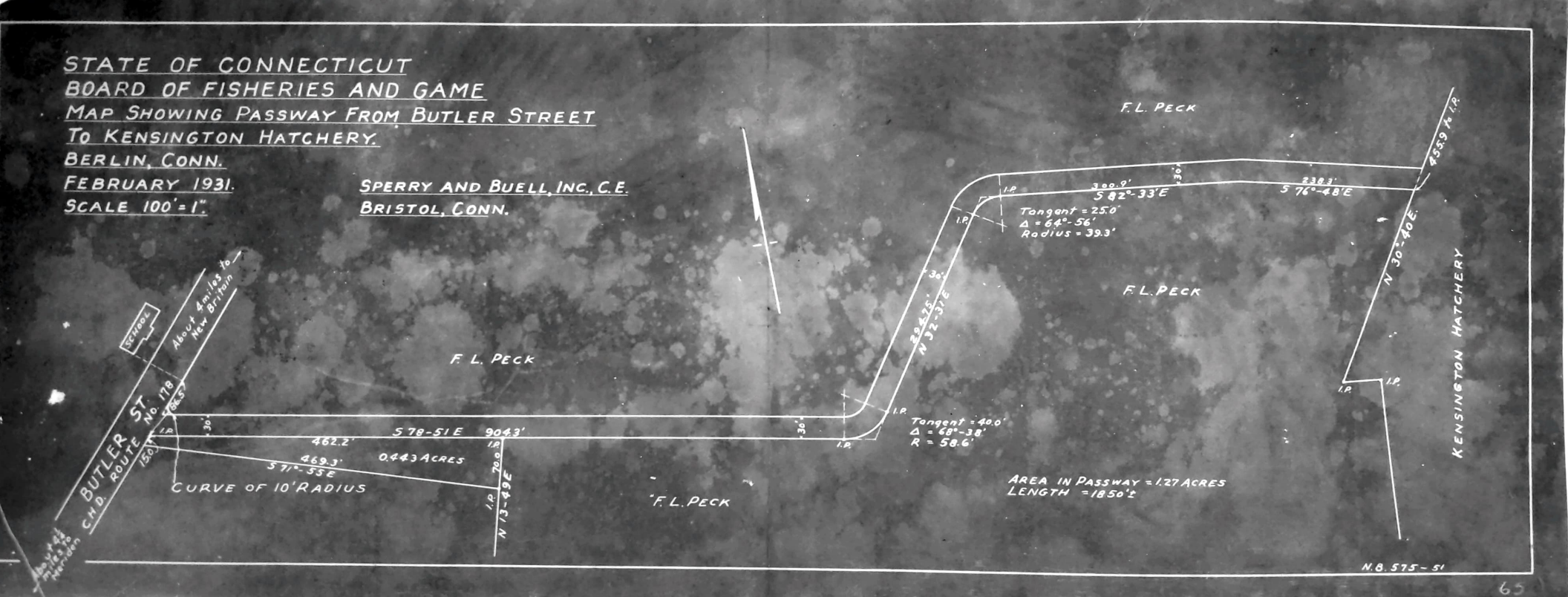
Map Produced: January 2021

Disclaimer: This map is for informational purposes only All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.

STATE OF CONNECTICUT
BOARD OF FISHERIES AND GAME
MAP SHOWING PASSWAY FROM BUTLER STREET TO KENSINGTON HATCHERY.

BERLIN, CONN.
FEBRUARY 1931.
SCALE 100' = 1".

SPERRY AND BUELL, INC., C.E.
BRISTOL, CONN.



LOCATION

OF RIGHT OF WAY OF

THE CONNECTICUT LIGHT & POWER COMPANY

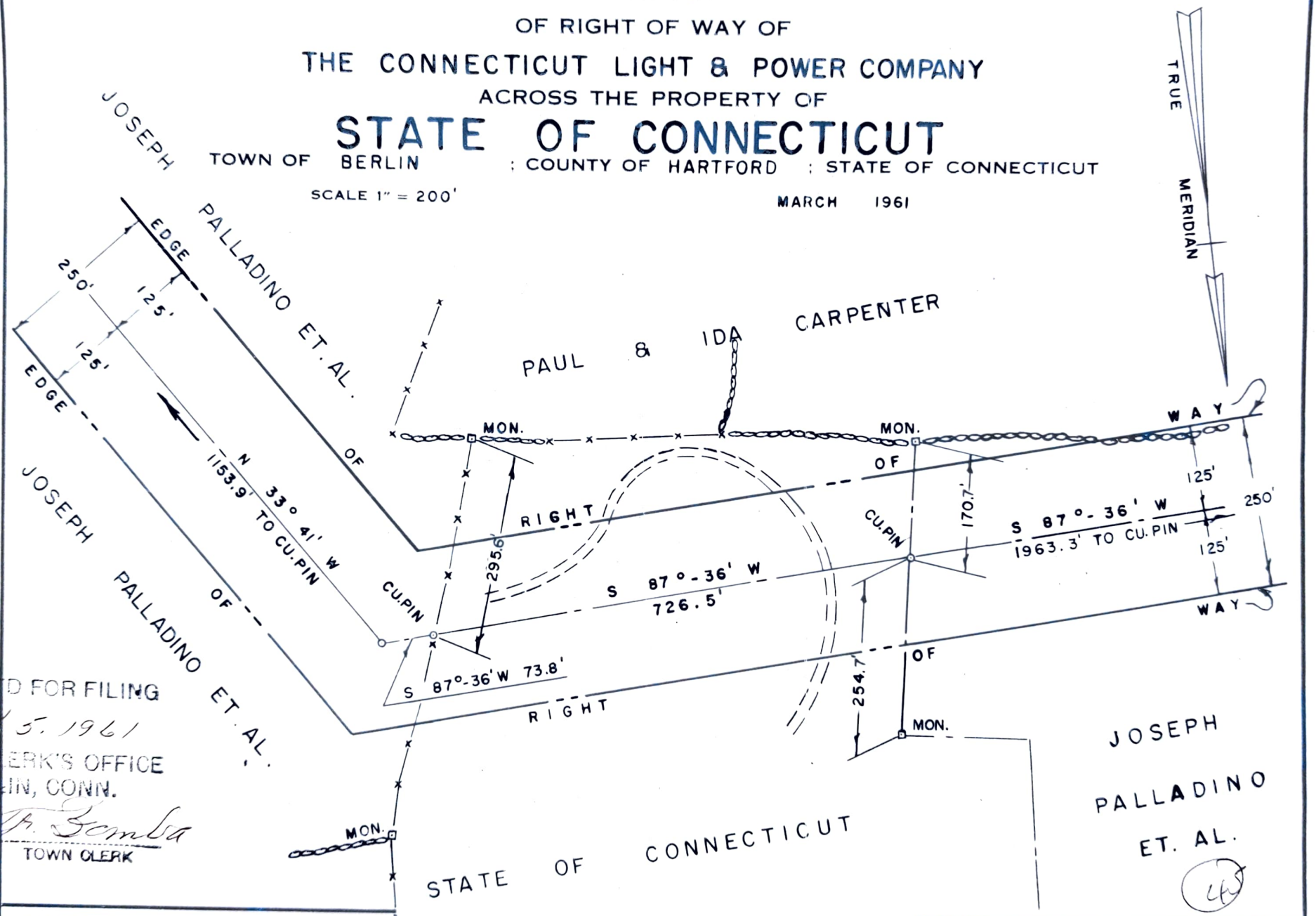
ACROSS THE PROPERTY OF

STATE OF CONNECTICUT

TOWN OF BERLIN : COUNTY OF HARTFORD : STATE OF CONNECTICUT

SCALE 1" = 200'

MARCH 1961



RECEIVED FOR FILING
April 5, 1961
TOWN CLERK'S OFFICE
BERLIN, CONN.
N. R. Gemba
TOWN CLERK

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT.

ATTEST Henry R Braun
SURVEYOR

DRAWN BY A. G. N. TRACED BY A. G. N.
DATE 3-8-61
CHECKED R. R. DATE 3-8-61
APPROVED A. L. B. DATE 3-9-61
REVISION
LINE WALLINGFORD-SOUTHINGTON

JOSEPH MERRITT & CO.

STATE OF CONNECTICUT
STATE BOARD OF FISHERIES & GAME
MAP OF KENSINGTON HATCHERY PROPERTY

Berlin, Conn.
Scale 1" = 100'
Area = 39.3 Acres.

July 1930.
Sperry & Buell, Inc. Engineers.
Bristol, Conn.

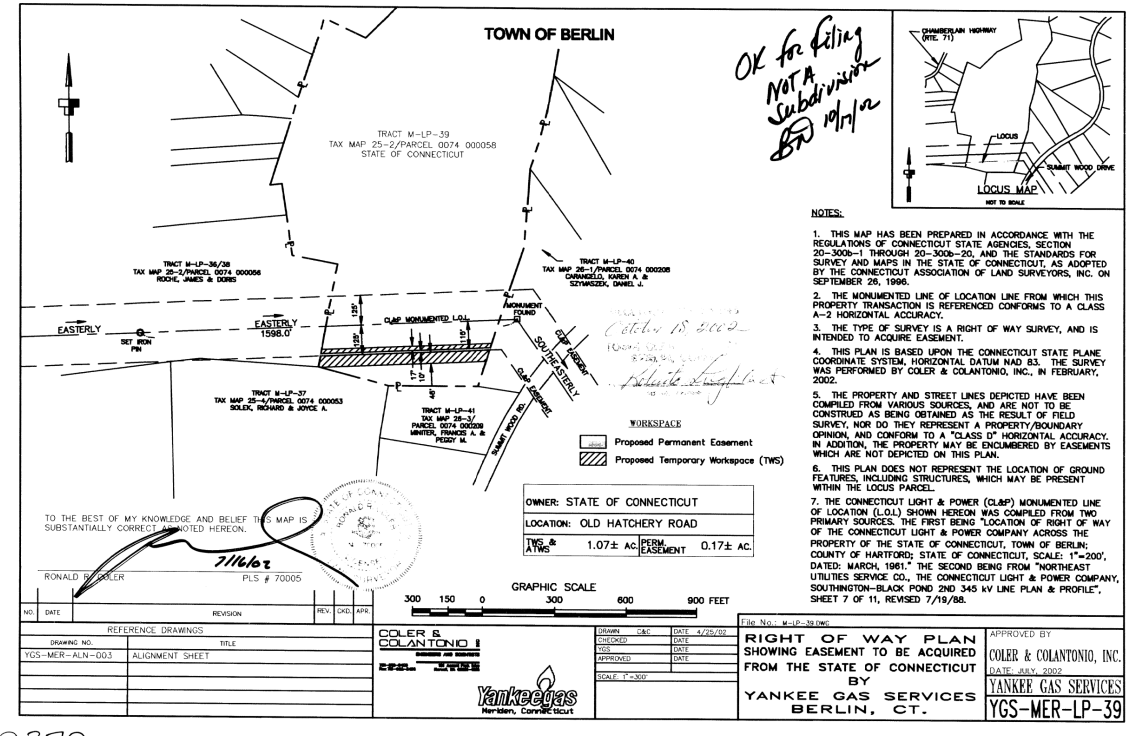
Perry Stevens
I.P.
S 72-12 E
423.8
Brook
I.P.
N 3-37 E 294.6
I.P.
F.L. Peck
N 76-32 E
385.1
I.F.
N 58-14 E
332.7
I.P.
S 51-56 E 192.5
I.P.
Apple Orchard
30' mutual passway
N 30-40 E
740.5
I.P.
S 84-13 E
51.8
I.P.
N 4-27 E 308.0
I.P.
S 67-00 E 192.1
I.P.
N 23-00 E
425
I.P.
S 69-27 E
683.9
Antonio Szaravinski
F.L. Peck
Vineyard
I.P.
N 30-44 E
595.6
Meadow
F.L. Peck
Formaly Donahue Now Maslow

Sketch Showing Location of Property
to Berlin Station 4½ Miles
Orchard Road
to Berlin 4 Miles
Blue Hills School
Butler Street
F.L. Peck Res.
POND
30' Passway
39.3 Acres.
to Meriden - 4½ Miles.

568-69.

0 INCHES 1 2 3 4

3372

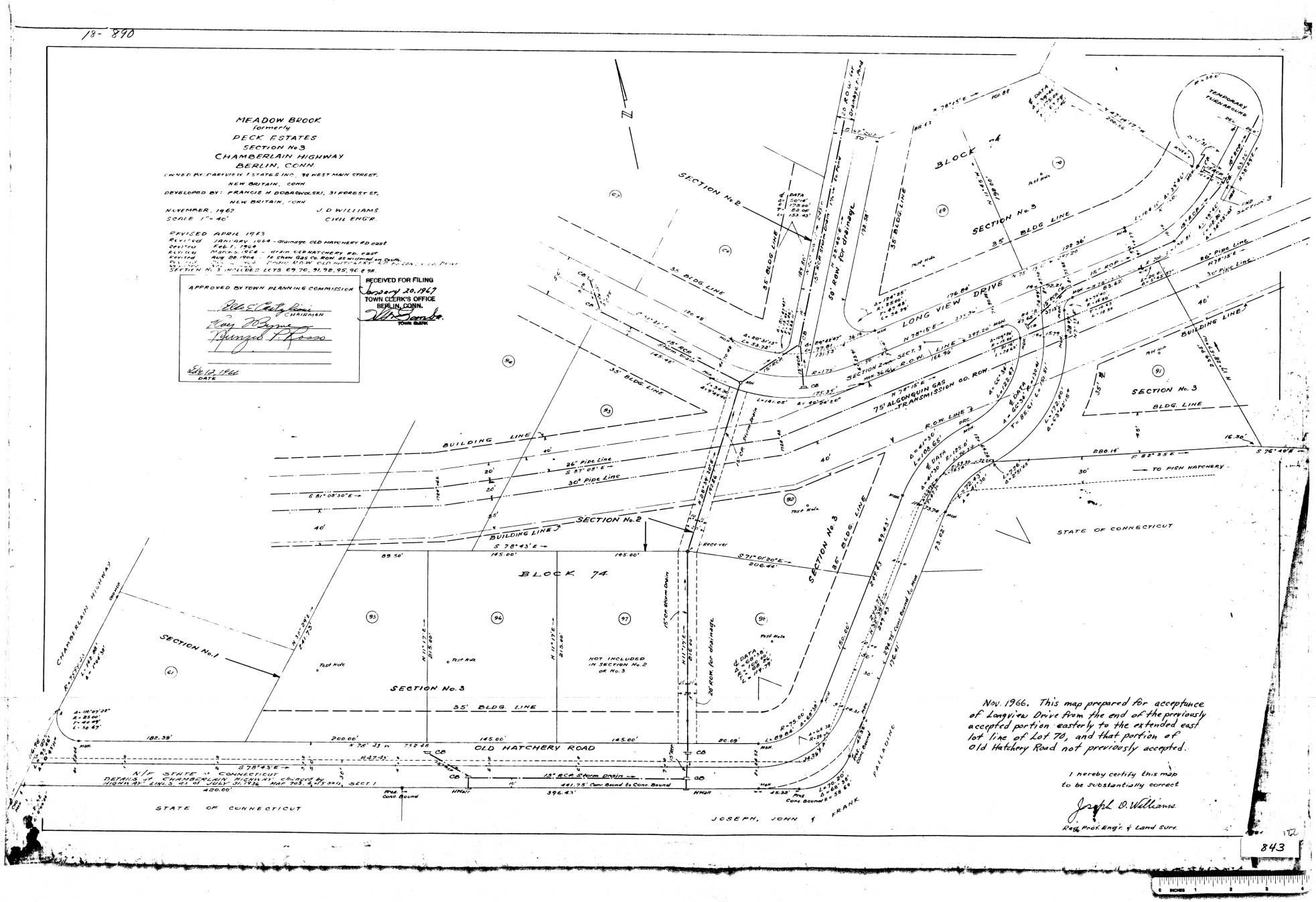


3372

3372

0 INCHES 1 2 3 4

18-890


MEADOW BROOK
formerly
PECK ESTATES
SECTION No 3
CHAMBERLAIN HIGHWAY
BERLIN, CONN.
OWNED BY: PARKVIEW ESTATES INC., 99 WEST MAIN STREET, NEW BRITAIN, CONN.
DEVELOPED BY: FRANCIS H. DOBROWOLSKI, 31 FOREST ST., NEW BRITAIN, CONN.
NOVEMBER, 1962
J. D. WILLIAMS
SCALE 1" = 40'
CIVIL ENG'R.
REVISED APRIL 1963
APPROVED BY TOWN PLANNING COMMISSION
CHAIRMAN
DATE
RECEIVED FOR FILING
January 20, 1967
TOWN CLERK'S OFFICE
BERLIN, CONN.
TOWN CLERK
SECTION No. 2
SECTION No. 3
SECTION No. 1
BLOCK 74
LONG VIEW DRIVE
OLD HATCHERY ROAD
CHAMBERLAIN HIGHWAY
BUILDING LINE
35' BLDG. LINE
75' ALGONQUIN GAS TRANSMISSION CO. ROW
TEMPORARY TURNAROUND
TO FISH HATCHERY
STATE OF CONNECTICUT
JOSEPH, JOHN & FRANK PALLADINO
NOT INCLUDED IN SECTION No. 2 OR No. 3
N/F STATE OF CONNECTICUT
Nov. 1966. This map prepared for acceptance of Longview Drive from the end of the previously accepted portion easterly to the extended east lot line of Lot 70, and that portion of Old Hatchery Road not previously accepted.
I hereby certify this map to be substantially correct
Joseph D. Williams
Reg. Prof. Eng'r. & Land Surv.
843

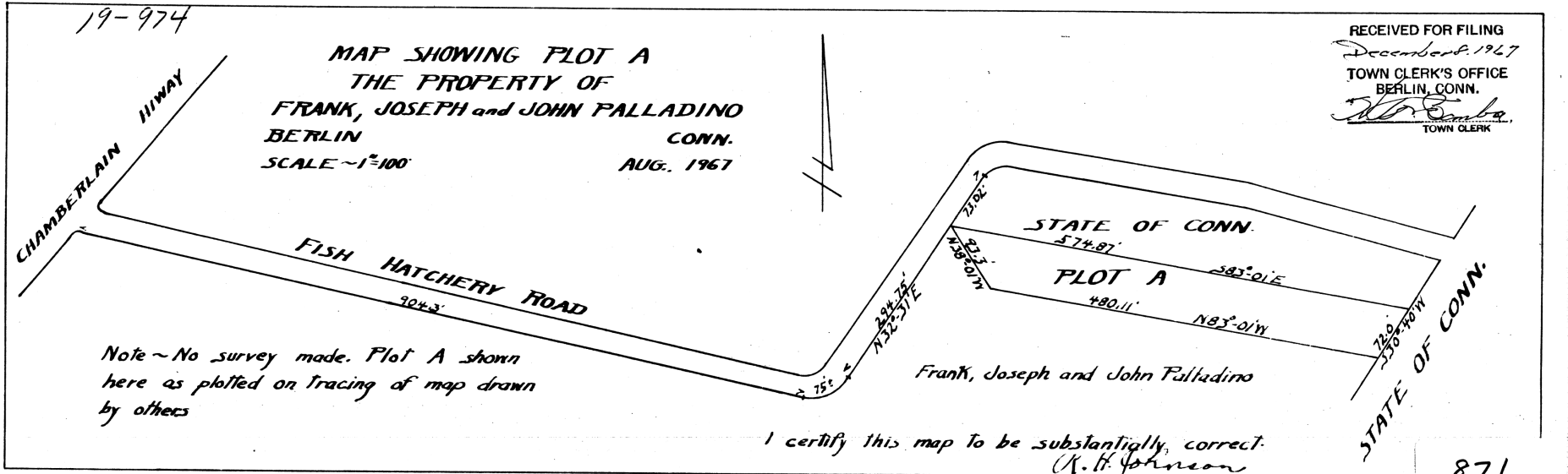
19-974

MAP SHOWING PLOT A
THE PROPERTY OF
FRANK, JOSEPH and JOHN PALLADINO

BERLIN CONN.

SCALE ~ 1" = 100' AUG. 1967

RECEIVED FOR FILING
December 1967
TOWN CLERK'S OFFICE
BERLIN, CONN.
TOWN CLERK



Note ~ No survey made. Plot A shown here as plotted on tracing of map drawn by others

I certify this map to be substantially correct.
K. H. Johnson

871

0 INCHES 1 2 3 4