

BK21760327

LIMITED WARRANTY DEED

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

KNOW YE, that the TOWN OF OXFORD, acting herein by Paul T. Schreiber, its First Selectman, of the Town of Oxford, County of New Haven and State of Connecticut, for the consideration of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS, received to its full satisfaction of TOWANTIC ENERGY L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, having a principal office in Boston, Massachusetts, does give, grant, bargain, sell and confirm unto the said TOWANTIC ENERGY L.L.C., its successors and assigns, a certain piece or parcel of land with all improvements thereon and appurtenance thereto, situated on the easterly side of Woodruff Hill Road in the Town of Oxford, County of New Haven and State of Connecticut, and being more particularly described on Schedule A attached hereto and made a part hereof.

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

And also, it, the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensueing of these presents, it is well seized of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner an form as is above written and that the same is free from all encumbrances whatsoever, except as hereinafter mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself, its successors and assigns forever to Warrant and Defend the above granted and bargained premises to it the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned, provided, however, that the warrantee of title excludes all matters arising from the fact that the Grantor acquired its interests in the property by tax foreclosure as of record appears.

By acceptance of this Deed, the Grantee herein grants to the Grantor an unassignable right to repurchase the premises herein described for purchase price, payable in cash or by certified check, equal to the purchase price paid by the Grantee herein upon 60 days' written notice to Grantee, its successors or assigns, which right to repurchase may be utilized on or after February 14, 2005 but shall be exercised by written notice prior to the date on which excavation for the foundations of the improvements to be made upon the property begin (the "Construction Commencement Date"). In this context, excavation shall not include preliminary site work such as clearing or grubbing, grading or the like, but shall include actual excavation work for the installation of foundations. This right to repurchase shall automatically terminate upon the Construction Commencement Date as aforesaid and evidence of said termination shall be conclusive by the filing of an Affidavit from an engineer licensed in the State of Connecticut certifying that foundation excavation, as described, as commenced.

Ⓜ 291/1097

- 0 - TOWN CONVEYANCE  
- 0 - TAX  
STATE RECEIVED

*Antonia E. Kuchelund*  
TOWN CLERK, OXFORD

BK21769328

**SCHEDULE "A"**

Beginning at a point along the southerly boundary of the Algonquin Pipeline easement, said point being 30 feet east of the intersection of the existing center line of Woodruff Hill Road and the southerly boundary of the Algonquin Pipeline easement, said point also being the north westerly corner of the herein described premises, thence running in a general easterly direction along the southerly boundary of said Pipeline easement 688 feet, then turning and running 1248 feet more or less in a general southerly direction in straight line parallel to the existing center line of Woodruff Hill Road, thence turning and running 688 feet in a general westerly direction in a straight line parallel to Algonquin Pipeline easement to a point 30 feet east of the center line of Woodruff Hill Road, thence turning and running in a general northerly direction parallel to and a 30 foot distance from the existing center line 1248 feet more or less to the point and place of beginning.

The intent of this legal description is to convey a parcel of land exactly 20.00 acres in size. The length 1248 feet described above will vary more or less to achieve this result.

Subject to a power line easement of record.

BK21760329

IN WITNESS WHEREOF, the Town of Oxford, has hereunto set its hand and seal this 6<sup>th</sup> day of March, 2000.

Signed, Sealed and Delivered  
in the presence of:

TOWN OF OXFORD

Paul J. Grimmer  
Paul J. Grimmer

By: Paul T. Schreiber  
Paul T. Schreiber,  
First Selectman, Duty Authorized

Constance E. Koskielewski  
CONSTANCE E. KOSKIELOWSKI

STATE OF CONNECTICUT  
ss: Oxford  
COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day  
of March, 2000 by, Paul T. Schreiber.

George R. Temple  
George R. Temple, CONSTANCE E. KOSKIELOWSKI  
Commissioner of the Superior Court  
NOTARY PUBLIC  
MY COMM. EX. 3/31/2001

003710

TOWN OF OXFORD, CT  
VOLUME 217 PAGE 327  
00MAR 6 2000

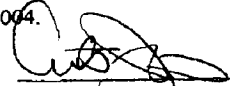
Paul T. Schreiber  
TOWN CLERK



BK291PG1098

confirm the happening of the event which terminates the interest of the Town of Oxford as provided in the Deed.

Dated at Woodbury, Connecticut on this 13th day of December, 2004.

  
Curtis Jones, P.E.

Subscribed and sworn to before me this 13th day of December, 2004.

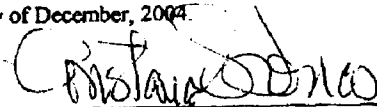
  
Notary Public  
Commission Expires 2/28/06



EXHIBIT  
A  
BK 291 PG 1099

BK 217 PG 0327

COPY

LIMITED WARRANTY DEED

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

KNOW YE, that the TOWN OF OXFORD, acting herein by Paul T. Schreiber, its First Selectman, of the Town of Oxford, County of New Haven and State of Connecticut, for the consideration of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS, received to its full satisfaction of TOWANTIC ENERGY L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, having a principal office in Boston, Massachusetts, does give, grant, bargain, sell and confirm unto the said TOWANTIC ENERGY L.L.C., its successors and assigns, a certain piece or parcel of land with all improvements thereon and appurtenance thereto, situated on the easterly side of Woodruff Hill Road in the Town of Oxford, County of New Haven and State of Connecticut, and being more particularly described on Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenance thereto, unto it the said Grantee, its successors and assigns forever, to it and its own proper use and behoof.

And also, it the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the resealing of these presents, it is well seized of the premises, as a good indefeasible estate in Fee Simple; and has good right to bargain and sell the same in manner an form as is above written and that the same is free from all encumbrances whatsoever, except as hereinafter mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself, its successors and assigns forever to Warrant and Defend the above granted and bargained premises to it the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned, provided, however, that the warranty of title excludes all matters arising from the fact that the Grantor acquired its interests in the property by tax foreclosure as of record appears.

By acceptance of this Deed, the Grantee herein grants to the Grantor an unassignable right to repurchase the premises herein described for purchase price, payable in cash or by certified check, equal to the purchase price paid by the Grantee herein upon 60 days' written notice to Grantee, its successors or assigns, which right to repurchase may be utilized on or after February 14, 2005 but shall be exercised by written notice prior to the date on which excavation for the foundations of the improvements to be made upon the property begin (the "Construction Commencement Date"). In this context, excavation shall not include preliminary site work such as clearing or grubbing, grading or the like, but shall include actual excavation work for the installation of foundations. This right to repurchase shall automatically terminate upon the Construction Commencement Date as aforesaid and evidence of said termination shall be conclusive by the filing of an Affidavit from an engineer licensed in the State of Connecticut certifying that foundation excavation, as described, as commenced.

BK291PG1100

~~BK217PG0328~~

**SCHEDULE "A"**

Beginning at a point along the southerly boundary of the Algonquin Pipeline easement, said point being 30 feet east of the intersection of the existing center line of Woodruff Hill Road and the southerly boundary of the Algonquin Pipeline easement, said point also being the north westerly corner of the herein described premises, thence running in a general easterly direction along the southerly boundary of said Pipeline easement 696 feet, then turning and running 1248 feet more or less in a general southerly direction in straight line parallel to the existing center line of Woodruff Hill Road, thence turning and running 696 feet in a general westerly direction in a straight line parallel to Algonquin Pipeline easement to a point 30 feet east of the center line of Woodruff Hill Road, thence turning and running in a general northerly direction parallel to and a 30 foot distance from the existing center line 1248 feet more or less to the point and place of beginning.

The intent of this legal description is to convey a parcel of land exactly 20.00 acres in size. The length 1248 feet described above will vary more or less to achieve this result.

Subject to a power line easement of record.

BK291PG1101

~~BK217PG0329~~

IN WITNESS WHEREOF, the Town of Oxford, has hereunto set its hand and seal this 6<sup>th</sup> day of March, 2000.

Signed, Sealed and Delivered  
in the presence of:

Paul J. Grimmer  
Paul J. Grimmer

TOWN OF OXFORD

By: Paul T. Schreiber  
Paul T. Schreiber,  
First Selectman, Duly Authorized

Constance E. Koskielowski

CONSTANCE E. KOSKIELOWSKI  
STATE OF CONNECTICUT  
ss: Oxford  
COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day  
of March, 2000 by, Paul T. Schreiber.

George R. Temple  
George R. Temple,  
Commissioner of the Superior Court  
NOTARY PUBLIC

NOTARY PUBLIC  
CONSTANCE E. KOSKIELOWSKI  
M. COMM. EX.  
3/31/2001

003710

TOWN OF OXFORD, CT  
VOLUME 291 PAGE 1097  
04 DEC 21 AM 10:48  
George R. Temple  
TOWN CLERK

002101

TOWN OF OXFORD, CT  
VOLUME 291 PAGE 1097  
04 DEC 21 AM 10:48  
George R. Temple  
TOWN CLERK