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BK 1183 PG 972-976

Record and Return To:
Levitt & Boccio, LLP
423 West 55th Street, 8th Floor
New York, NY 10019
Attention: Peter Liuzzo

LIMITED WARRANTY DEED

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

KNOW YE, THAT, BRANFORD MANOR ASSOCIATES, a Connecticut limited partnership (the "Grantor") for the consideration of **TEN AND 00/100 (\$10.00) DOLLARS**, received by the Grantor from **BRANFORD MANOR PRESERVATION, L.P.**, a New York limited partnership (doing business in Connecticut as **BRANFORD MANOR PRESERVATION, LIMITED PARTNERSHIP**) (the "Grantee") does hereby bargain, sell, grant and confirm unto the said Grantee, its successors and assigns forever, that certain piece or parcel of land with the improvements thereon and appurtenances thereto, located in Groton, County of New London and State of Connecticut, more particularly described in Schedule A attached hereto and made a part hereof, subject and subordinate to those encumbrances and exceptions set forth on Exhibit B attached hereto and made a part hereof for all purposes and all encumbrances of record affecting the Property (collectively, the "Permitted Exceptions").

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

AND ALSO, Grantor herein, does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that it has not made or done or suffered to be made or done any act or thing whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND FURTHERMORE, the said Grantor, for itself and its successors and assigns, warrants and defends the said premises against all claims and demands whatsoever arising by or through or under any act or acts of said Grantor herein, and all claims and demands of any persons owning, holding or claiming by, through or under the said Grantor, but not as to those claiming otherwise.

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

EXEMPT

~~§ STATE CONVEYANCE TAX RECEIVED
BETSY MOUKAWSHER
TOWN CLERK OF GROTON, CONNECTICUT~~

58675269.7

\$ 247,500.⁰⁰
**LOCAL CONVEYANCE TAX RECEIVED
BETSY MOUKAWSHER
TOWN CLERK OF GROTON, CT**

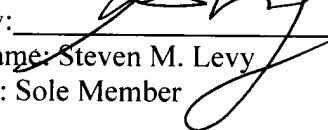
IN WITNESS WHEREOF, the Grantor has executed and delivered this Limited Warranty Deed this 31 day of May, 2017.


Signed and Delivered by
the Grantor in the Presence of:

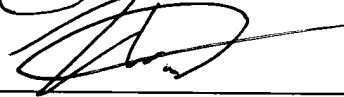
GRANTOR:

Branford Manor Associates,
a Connecticut limited partnership

By: **Branford Manor GP, LLC,**
its general partner

By: 
Name: Steven M. Levy
Its: Sole Member


Print Name: SUSAN TUNSTALL


Print Name: Thomas Cross

STATE OF New York
COUNTY OF New York) ss:

On this the 26th day of May, 2017, before me, the undersigned officer, personally appeared Steven M. Levy, who acknowledged himself to be the Sole Member of Branford Manor GP, LLC, the general partner of Branford Manor Associates and that he as such Sole Member, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of Branford Manor Associates and Branford Manor GP, LLC, its general partner by signing the name of the limited liability company, by himself as such Sole Member.

IN WITNESS WHEREOF, I hereunto set my hand.

ANNMARIE KEARNEY-WOOD
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02KE6048783
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES DECEMBER 18, 2017



Notary Public
SEAL

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Groton, County of New London and State of Connecticut, and described as follows:

BEGINNING at the northwesterly corner of the herein described tract, said point of beginning being in the easterly street line of Shennecossett Road, so-called, and also being the southwestery corner of land now or formerly of Kacey's Inc.; thence running easterly, bounded northerly by said Kacey's Inc. land, a distance of 172.26 feet to the southeasterly corner of said Kacey's Inc. land; thence turning an interior angle of $269^{\circ} 50' 44''$ and running northerly, bounded westerly by said Kacey's Inc. land, a distance of 144.79 feet to a corner; thence turning an interior angle of $89^{\circ} 26' 00''$ and running easterly, bounded northerly by said Kacey's Inc. land, a distance of 149.95 feet to a corner; thence turning an interior angle of $270^{\circ} 13' 00''$ and running northerly, bounded westerly by said Kacey's Inc. land, a distance of 71.52 feet to the northeasterly corner of said Kacey's Inc. land; thence turning an interior angle of $81^{\circ} 09' 00''$ and running easterly by and along a stone wall, bounded northerly by land now or formerly of Colonial Manor Inc., a distance of 352.74 feet to a drill hole; thence turning an interior angle of $162^{\circ} 38' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 49.40 feet to a drill hole; thence turning an interior angle of $206^{\circ} 51' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 195.65 feet to a drill hole; thence turning an interior angle of $175^{\circ} 56' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 245.35 feet to a drill hole; thence turning an interior angle of $179^{\circ} 05' 00''$ and continuing easterly, bounded northerly by said Colonial Manor Inc. land, a distance of 522.83 feet to an iron pipe set at the northeasterly corner of the herein described tract at the westerly shoreline of Birch Plain Creek; thence turning and running southerly by and along the westerly shoreline of said Birch Plain Creek a distance of 635 feet more or less to a drill hole set in the northerly line of land now or formerly of the City of Groton; thence turning and running westerly, bounded southerly by land now or formerly of the City of Groton, a distance of 309.77 feet to an iron pipe; then turning an interior angle of $253^{\circ} 39' 50''$ and running southerly by land now or formerly of the City of Groton, a distance of 600.00 feet to an iron pipe; thence turning an interior angle of $84^{\circ} 20' 49''$ and running westerly, bounded southerly by other land now or formerly of Edmund O'Brien, Trustee, a distance of 256.51 feet to an iron pipe; thence turning an interior angle of $270^{\circ} 00' 00''$ and running southerly, bonded easterly by said O'Brien land, a distance of 331.41 feet to a drill hole set at the southeasterly corner of the herein described tract at the northeasterly corner of the herein described tract at the northeasterly line of Shennecossett Road; thence turning an interior angle of $90^{\circ} 07' 21''$ and running northwesterly by and with said northeasterly line of Shennecossett Road a distance of 213.22 feet to a cross in a rock; thence turning an interior angle of $181^{\circ} 51' 05''$ and continuing northwesterly by and with said northeasterly street line a distance of 598.70 feet to a drill hole at an angle point in said street line; thence turning an interior angle of $122^{\circ} 27' 25''$ and running northerly by and with the easterly street line of said Shennecossett Road a distance of 364.35 feet to a mere stone; thence turning an interior angle of $194^{\circ} 37' 30''$ and continuing northerly by and with said easterly street line a distance of 96.95 feet to a street pin; thence turning an interior angle of $169^{\circ} 37' 00''$ and continuing northerly by and with said easterly street line a distance of 58.84 feet to a cross in a rock; thence turning an interior angle of $170^{\circ} 06' 37''$ and continuing northerly by and with said easterly street line a distance of 302.31 feet to the point and place of beginning, said last course forming an interior angle of $90^{\circ} 05' 03''$ with said first course.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Liens for taxes and assessments which become due and payable subsequent to date hereof.
2. Sewer and water use charges as may be due and payable.
3. Real Estate taxes to the Town of Groton on the list of October 1, 2016, not yet due and payable.
4. Charges as may be due and payable to the Water Pollution Control Authority of the Town of Groton.
5. Easements, terms and conditions as set forth in an Agreement dated October 2, 1957 and recorded in Volume 158 at Page 509 of the Groton Land Records.
6. Agreement dated September 30, 1969 and recorded in Volume 246 at Page 312 of the Groton Land Records.
7. Terms and conditions as set forth in a deed dated October 9, 1970 and recorded in Volume 252 at Page 438 of the Groton Land Records.
8. Easement in favor of the Town of Groton dated February 23, 1971 and recorded in Volume 254 at Page 668 of the Groton Land Records.
9. Easement in favor of The Southern New England Telephone Company dated February 22, 1971 and recorded in Volume 254 at Page 698 of the Groton Land Records.
10. Permanent Easement in favor of the City of Groton Department of Utilities dated February 22, 1971 and recorded in Volume 255 at Page 167 of the Groton Land Records.
11. Easement in favor of the Town of Groton dated February 27, 1987 and recorded in Volume 439 at Page 225 of the Groton Land Records.
12. Easement Deed in favor of the Town of Groton dated August 27, 1987 and recorded in Volume 453 at Page 530 of the Groton Land Records.
13. Gas Distribution Easement in favor of Yankee Gas Services Company dated November 8, 2010 and recorded in Volume 1063 at Page 1162 of the Groton Land Records.
14. Easement Grant dated December 11, 2012 and recorded in Volume 1109 at Page 1153 of the Groton Land Records.
15. Easements, wetland delineations and facts as shown on Map No. S13-197 on file in the Office of the Groton Town Clerk.
19. Notes, facts and conditions as shown on Map No. S29-44 on file in the Office of the Groton Town Clerk.

20. Rights of others in and to Birch Plain Creek, so-called, which abounds and/or flows through the subject premises and to such the subject premises as may be situated between the mean high water line thereof, as now or formerly established.
21. Survey entitled "ALTA / ACSM Land Title Survey of 400 Shennecossett Road, Groton, Connecticut prepared for Branford Manor Associates 37 Mather Avenue Groton, Connecticut 06340" dated April 11, 2016 prepared by Accurate Land Surveying, LLC, designed drawing no. 684, shows the following:
 - a. Variation of lines of title with (a) chain link fence along northerly and easterly boundary lines, (b) stone wall along the westerly and southerly boundary lines;
 - b. Possible encroachment over easterly boundary onto adjoiner land of landscape debris;
 - c. Stone wall crosses over south-easterly boundary line;
 - d. Possible encroachment of underground utilities serving adjoiner land;
 - e. Buildings, improvements over set back line.

Received for Record at Groton, CT
On 05/31/2017 At 1:33:46 pm

Attest: Betsy Moukawsher, Town Clerk