BID ADDENDUM

Date: January 22, 2021

To: All Prospective Bidders – **Bid #21-05 – RFP – Development of Former**

Showcase Cinema Property

From: Michelle Enman, Purchasing Agent

Subject: Bid Addendum No. 2

The bid opening date has been extended to February 11, 2021

We have received the following questions and are providing the following responses:

1. Question: We understand that there will grant or similar funding available to support development on the subject site. Will there be any requirements regarding Project Labor Agreements (PLA's) or similar obligations attached to the receipt of that funding?

Response: The Town anticipates that there may be such requirements; however, it is expected that any such conditions will pertain only to the use of the grant funds, and not to the entirety of the project's development.

2. Question: Is the Town willing to see the development of the site done in phases as market demand dictates?

Response: The Town agrees the development should be conducted so as to respond to market demand; however, in such circumstances the Town expects that the Town's participation through grant or other similar funding will be done proportionately to amount of development being undertaken relative to the total of the development approved for the site.

3. Question: Will the Town accept a bid from several companies who wish to codevelop the property with multiple types of commercial development, including different types of housing? Response: Yes. The Town wishes to see the site developed in a manner consistent with the vision described in the reports provided by JCJ Architecture and Milone & MacBroom and is willing to work with developers in whatever arrangement will achieve that goal.

4. Question: Where the RFP area and the back of the grocery store meet, the GIS property lines show the rear-drive within the RFP area. Is there an existing access easement in place for this encroachment?

Answer: All driveways are covered by one or more permanent access easement(s) from adjacent property owner(s).

5. Question: Are the roads labeled as "Driveway" that pass through or are situated along the outer edge of the subject area owned by the Town?

Answer: All driveways are covered by one or more permanent access easement(s) from adjacent property owner(s).

6. Question: Other than driveway easements, are there any additional agreements with adjacent property owner(s) that will affect the development of the RFP parcels?

Answer: There is a height restriction related to the visibility of signage for the adjacent shopping center, which applies to certain of the RFP parcels. That restriction will likely need to be renegotiated as part of the development of the subject parcels.

7. Copies of the survey and easement information are provided as attachments. Disclaimers are below.

We are providing these documents for information purposes only. They are certified to the Town only, and sharing these documents should not in any fashion be deemed a representation or warranty with respect to the state of title, mapping of the premises, or other noted rights. Each bidder must make their own determination with respect to the same, and should not rely on these documents to replace their own due diligence with respect to the RFP and their bid.

101 Corporate Place, Rocky Hill, CT 06067 • (860) 257-0606

OP 04155479 CT

Owner Title Insurance Policy ALTA Owner's Policy of Title Insurance (6-17-06)

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY, a corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance:
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered:
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law:
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney:
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
- (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

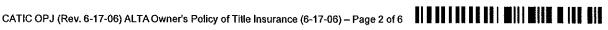


- 9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.



CATIC

JAMES M. CZAPIGA PRESIDENT



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land:
- (ii) the character, dimensions, or location of any improvement erected on the Land:
 - (iii) the subdivision of land; or
- (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant:
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant:
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
 - (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
- (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
- (C) successors to an Insured by its conversion to another kind of Entity;
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (i) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED **CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only

- those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized

representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable iudgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE **CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured.
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR **TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENTOF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.



13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY **ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized

person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law. the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 101 Corporate Place, Rocky Hill, CT 06067-1895.



ALTA OWNER POLICY (6-17-06)

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Policy No.

OP 04155479 CT

Amount of Insurance \$3,300,000.00

Date of Policy January 31, 2019

File Number: NCSH 18-1739

Agent Name: Hoopes Morganthaler Rausch & Scaramozza, LLC

Agent number: 006668

OWNER TITLE INSURANCE POLICY

SCHEDULE A

1. Name of Insured:

Town of East Hartford

- 2. The estate or interest in the Land that is insured by this policy is: Fee simple
- 3. Title is vested in:

Town of East Hartford

4. The Land referred to in this policy is known as follows:

936, 942, 944 and 960 Silver Lane and 285 and 291 Forbes Street, East Hartford, CT, Connecticut, as more particularly described in Schedule A, Property Description attached hereto.

Countersigned and validated:

Connecticut Attorneys Title Insurance Company

Rv

Signature of Issuing Attorney

Please Print or Type Name of Issuing Attorney

ELIOT R. STREIM.

Policy not valid unless Schedule B - Part I attached.

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OP 04155479 CT

SCHEDULE A, PROPERTY DESCRIPTION

Real property in the Town of East Hartford, County of Hartford, State of Connecticut, described as follows:

PARCEL I:

A certain piece or parcel of land, with all the improvements thereon and appurtenances thereto, situated in the Town of East Hartford, County of Hartford and State of Connecticut and being designated as Lot #2 an a map entitled "CHARTER OAK PARK Subdivision Map Property of A. D. Gosman East Hartford, Conn. Igor Vechesloff Professional Engineer & Land Surveyor 51 Lorraine Street Hartford, Connecticut Scale 1" = 100' Date 4-2-72, Rev. 4-3-72, Rev. 9-4-72," which map is on file in the Office of the Town Clerk of East Hartford. Said premises are more particularly bounded and described as follows:

Beginning at a point on the southerly side of Connecticut Route 15 at the northeasterly corner of land now or formerly of Society for Savings and the northwesterly corner of the premises herein described; thence running North 70° 25' 43" East along the southerly side of Connecticut Route 15 one hundred twenty-seven and thirty-three one-hundredths (127.33) feet to a monument; thence continuing North 70° 25' 43" East along the southerly side of Connecticut Route 15 five hundred fifty-nine and ninety-two one-hundredths (559.92) feet to a monument; thence continuing North 70° 25' 43" East along said southerly side of Connecticut Route 15 sixty-seven and nine one-hundredths (67.09) feet to a point; thence running South 4° 47' 20" East along the westerly line of Lot #I, as shown on said map, other land of Abraham D. Gosman, eight hundred sixty and eighty-seven one-hundredths (860.87) feet to a point; thence running South 78° 28' 45" West along the northerly line of land now or formerly of Fenton Futtner, et al, five hundred eighty-one and eighty-two one-hundredths (581.82) feet to a point; thence running North 11° 53' 27" West along the easterly line of land now or formerly of Society for Savings seven hundred forty and one hundred eighty-five one-thousandths (740.185) feet to the point or place of beginning.

BOUNDED:

NORTHERLY by Connecticut Route 15;

EASTERLY by Lot #1 as shown on said map, other land of Abraham D. Gosman;

SOUTHERLY by land now a formerly of Fenton Futtner et al; and

WESTERLY by land now or formerly of Society for Savings.

For informational purposes only: Said parcel contains twelve (12) acres.

EXCEPTING therefrom a parcel acquired by the State of Connecticut by Certificate of Condemnation, dated July 6, 1983 and recorded July 14, 1983 in Volume 827 at Page 219 of the East Hartford Land Records.

Together with Right-Of-Way Easements set forth in a Warranty Deed from Abraham D. Gosman to National Amusements, Inc., dated and recorded September 7, 1972 in Volume 492 at Page 175 of the East Hartford Land Records. The descriptions of the above-referenced Right-Of-Way Easements were corrected by Agreement by and between Argos Associates and National Amusements, Inc., dated October 24, 1977 and recorded November 2, 1977 in Volume 646 at Page 103 of said East Hartford Land Records.

PARCEL II:

A certain piece or parcel of land, with the buildings and improvements thereon, situated on the northerly side of Silver Lane in the Town of East Hartford, County of Hartford and State of Connecticut and being designated as Lot No. 10 on a map entitled, "Resubdivision of Lot No. 1 Charter Oak Park, East Hartford, Conn. Igor Vechesloff Professional Engineer & Land Surveyor 51 Lorraine Street, Hartford, Connecticut Scale 1" = 50' Date: October 12, 1976 drawing number 1025" which map is on file in the Office of the Town Clerk of the Town of East Hartford as map # 675.

LESS AND EXCEPTING two parcels acquired by the State of Connecticut by Certificate of Condemnation, dated June 16, 1983 and recorded June 28, 1983 in Volume 825 at Page 59 of the East Hartford Land Records.

And said two parcels contain a total area of 1.89 acres, more or less, together with all appurtenances, all of which more particularly appears on a map on file in the East Hartford Land Records entitled: "Town of East Hartford, Map Showing Land Acquired from Argos Associates by The State of Connecticut, Interstate Route 84, Scale 1"=40', December 1980, Frank M. D'Addabbo, Deputy Transportation Commissioner-Bureau of Highways." (42-213-31)

PARCEL III:

A certain piece or parcel of land located on the westerly side of Forbes Street, Town of East Hartford, County of Hartford and State of Connecticut and more particularly bounded and described as follows:

Beginning at a point in the westerly street line of Forbes Street which point marks the southeast corner of the herein-described premises and the northeast corner of land now or formerly of Argos Associates and running S 78° 11' 52" W 881.10 feet to a point; thence turning and running N 10° 3' 02" W along land now or formerly of Argos Associates 166.845 feet to a point; thence turning and running along the arc of a curve having a radius 7,785 feet along lands now or formerly of the State of Connecticut 281.41 feet to a point; thence running N 79° 3' 45" E along land now or formerly of the State of Connecticut 529.62 feet to point; thence turning and running S 33° 58' 29" E along the westerly street line of Forbes Street 172.36 feet to the point or place of beginning.

For informational purposes only: Said parcel contains 3.203 acres and is known as 285 Forbes Street.

PARCEL IV:

A certain piece or parcel of land located on the westerly side of Forbes Street, Town of East Hartford, County of Hartford and State of Connecticut and more particularly bounded and described as follows:

Beginning at a point in the westerly street line of Forbes Street which point marks the northeast corner of the herein-described premises and the southeast corner of land now or formerly of Argos Associates and running S 33° 56' 29" E along the westerly street line of Forbes Street 33.15 feet to a point; thence running along the arc of a curve in the westerly street line of Forbes Street having a radius of 683 feet 123.65 feet to a point, thence turning and running S 79° 29' 48" W along lands now or formerly of John Wagner 229.96 feet to a point, thence turning and running S 5° 51' 04" E along said land of John Wagner 77.99 feet to a point; thence turning and running S 79° 21' 01" W

along land now or formerly of Argos Associates 720.06 feet to a point; thence turning and running N 10° 3' 2" W along lands now or formerly of Argos Associates 206.76 feet to a point, thence turning and running N 78° 11' 52" E along land now or formerly of Argos Associates 903 feet to the point or place of beginning.

For informational purposes only: Said parcel contains 4.252 acres and is known as 291-293 Forbes Street.

PARCEL V:

A certain parcel of land situated in the City of East Hartford, in the County of Hartford, Connecticut, bounded and described as follows:

Beginning at a point, said point of beginning being the southeasterly most corner of said parcel, as shown on a plan to be referenced hereafter; thence

S 79° 20' 55" W a distance of Two Hundred Thirty-Four and Eighty-Two Hundredths feet (234.82') to a point; thence

N 00° 47' 20" W a distance of Five Hundred Forty-Five and Thirty-Two Hundredths feet (545.32') to a point; thence

N 89° 12' 40" E a distance of Seventy and No Hundredths feet (70.00') to a point; thence

S 00° 47' 20" E a distance of Two Hundred Eighty-One and Fifty-Three Hundredths feet (281.53') to a point; thence

N 79° 20′ 55" E a distance of One Hundred Twenty and Sixty-seven Hundredths feet (120.67') to a point; thence

S 10° 39' 05" E a distance of Two Hundred Forty-Seven and Ninety Hundredths feet (247.90') to the point of beginning.

The above described parcel of land contains an area of 73,003 square feet, more or less, and is more particularly shown as Proposed Parcel "Al" on a plan entitled "Exhibit Plan Showing Transfer of Land and Easements Charter Oak Mall prepared for John Hancock Mutual Life Insurance Company Silver Lane and Forbes Street East Hartford, Connecticut," by Greiner, Inc. A.E.S. Scale: 1" =50', Date: January, 1993.

PARCEL VI:

A certain parcel of land situated in the City of East Hartford, in the County of Hartford, Connecticut, bounded and described as follows:

Beginning at a point, said point of beginning being the northerly most corner of said parcel, as shown on a plan to be referenced hereafter; thence

S 66° 43' 00" E a distance of Two Hundred Fifteen and Sixty-Five Hundredths feet (215.65') to a point; thence

Northeasterly and curving to the left along the arc of curve having a radius of Forty-Four and No Hundredths feet (44.00'), a length of Twenty-Six and Six Hundredths feet (26.06') to a point; thence

S 79° 20' 55" W a distance of Two Hundred Twenty-Five and Seventy-one Hundredths feet (225.71') to a point; thence

N 00° 47' 20" W a distance of One Hundred Twenty-Nine and Eighty Hundredths feet (129.80') to the point of beginning.

The above described parcel of land contains an area of 13,591 square feet, more or less, and is more particularly shown as Proposed Parcel "A" on a plan entitled "Exhibit Plan Showing Transfer of Land and Easements Charter Oak Mall prepared for John Hancock Mutual Life Insurance Company Silver Lane and Forbes Street East Hartford, Connecticut," by Greiner, Inc. A.E.S. Scale: 1" = 50', Date: January, 1993.

EXCEPTING from the above-described pieces or parcels the following:

A certain parcel of land in the City of East Hartford, in the County of Hartford, Connecticut, bounded and described as follows:

Beginning at a point, said point of beginning being the easterly most corner of said parcel, as shown on a plan to be referenced hereafter; thence

N 79° 24' 31" W a distance of Eighty-One and Fifteen Hundredths feet (81.15') to a point; thence

S 79° 21' 01" W a distance of Three Hundred Sixty-one and Fifteen Hundredths feet (361.15') to a point; thence

Southeasterly and curving to the right along the arc of a curve having a radius of One Hundred Seventy-six and No Hundredths feet (176.00'), a length of Twenty-Four and Seventy-Three Hundredths feet (24.73') to a point of reverse curvature; thence

Southeasterly and curving to the left along the arc of a curve having a radius of Twenty-Five and One Hundredths feet (25.01'), a length of Thirty and Eighty-Three Hundredths feet (30.83') to a point; thence

N 10° 38' 59" W a distance of Ten and no Hundredths (10.00') to a point, thence

N 79 $^{\circ}$ 21' 01" E a distance of Four Hundred Three and Thirty-Eight Hundredths feet (403.38') to the point of beginning.

The above described parcel of land contains an area of 11,675 square feet, more or less, and is more particularly shown as Proposed Parcels B and B1 on a plan entitled, "Exhibit Plan Showing Transfer of Land and Easements Charter Oak Mall prepared for John Hancock Mutual Life Insurance Company Silver Lane and Forbes Street East Hartford, Connecticut," by Greiner, Inc. A.E.S. Scale: 1" =50', Date: January, 1993.

The property excepted herein is a portion of the property transferred by deeds recorded in Volume 896 at Page 245 and Volume 919 at Page 15; all of the East Hartford Land Records.

TOGETHER with the following:

TOGETHER WITH a non-exclusive easement for access to the Premises and for ingress to and egress from the Premises over the entranceway to "Charter Oak Mall" (hereinafter referred to), which entranceway is contiguous to the west boundary of the Premises, which easement is reserved to the Premises in "Declaration of Easements" recorded in Volume 646, Page 173, of the East Hartford Land Records, in common with Grantor, the tenants of Charter Oak Mall, their

respective customers, invitees, or licensees, and all other parties to whom Grantor or the owner of Charter Oak Mall from time to time may grant similar rights, subject to the right of the owner of Charter Oak Mall to alter the said entranceway or the layout or traffic pattern of Charter Oak Mall in any manner which it may deem appropriate (which right is limited, however, by the Declaration of Easements, including, without limitation, the prohibition against restricting, limiting, or preventing free passage of vehicles over the common roadways or ingress to and egress from abutting streets and highways). Grantee is not granted hereby any rights of easement with regard to the common or parking areas of Charter Oak Mall other than the right of access through the entranceway referred to above;

Together with the rights as an "Owner" as such term is defined in the Declaration of Easements, by virtue of ownership of a portion of the entire property covered by said Declaration of Easements, including, without limitation, the right to enforce any maintenance obligations against the owner of the parcel designated as Parcel 1 in the Declaration of Easements, but subject, however, to the obligations imposed by said Declaration of Easements upon the premises.

Said Declaration of Easements was modified and amended by Amendment to Declaration of Easements by and between National Amusements, Inc., John Hancock Mutual Life Insurance Company, The Stop & Shop Supermarket Company, and Mark R. Draymore, Trustee, recorded May 12, 1993 in Volume 1446 at Page 190 of the East Hartford Land Records.

Together with and subject to Easement Agreement Regarding Construction of Relocated Accessway, Rights of Passage Thereon and Other Rights with Respect Thereto by and between National Amusements, Inc. and John Hancock Mutual Life Insurance Company, dated and recorded May 12, 1993 in Volume 1446 at Page 209 of the East Hartford Land Records. See Deed Releasing Right-Of-Way Easement (Forbes Street Right-Of-Way Easement South) from National Amusements, Inc. to Argos Associates, dated October 24, 1977 and recorded November 2, 1977 in Volume 646 at Page 55 of the East Hartford Land Records.

ALTA OWNER POLICY (6-17-06)

C A T I C°

OP 04155479 CT

OWNER TITLE INSURANCE POLICY SCHEDULE B – PART I EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. The lien for all municipal taxes on the List of October 1, 2018 and thereafter. This policy insures that said taxes are current and that the next installment payment is not yet due and payable.
- 2. Any easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the Land would disclose and which are not shown by the Public Records, as well as all those matters described in Covered Risk 2(c).
- 3. Rights of tenants and persons in possession.
- 4. Water pipe line easement as set forth in a Grant from Leonard H. and Frank H. Forbes to the East Hartford Fire District, dated March 14, 1911 and recorded December 6, 1911 in Volume 51, Page 415.
- 5. Water pipe line easement as set forth in a Grant from Thomas Daley to the East Hartford Fire District, dated December 1, 1910 and recorded December 6, 1911 in Volume 51, Page 418.
- 6. Water pipe line easement as set forth in a Grant from Carmine Cersosimo to the East Hartford Fire District, dated December 30, 1910 and recorded December 6, 1911 in Volume 51, Page 417.
- 7. Permanent right to discharge surface water in favor of the State of Connecticut, as set forth in a Certificate of Taking from James J. Futtner and Mary M. Futtner, recorded February 6, 1946 in Volume 146, Page 33; also as set forth in a Deed from James J. Futtner and Mary M. Futtner, dated April 10, 1946 and recorded April 18, 1946 in Volume 146, Page 228.
- 8. Waiver of rights of access in favor of the State of Connecticut, as set forth in a Certificate of Taking from James J. Futtner and Mary M. Futtner, dated October 23, 1942 and recorded October 26, 1942 in Volume 131, Page 499; also as set forth in a Warrantee Deed from James J. Futtner and Mary M. Futtner, dated April 10, 1946 and recorded in Volume 146, Page 227.
- 9. Certificate of certain rights acquired for proposed sewer in favor of The Metropolitan District, dated and recorded July 21, 1958 in Volume 283, Page 329.
- Agreement between Abraham D. Gosman and National Amusements, Inc., dated February 1, 1972 and recorded May 5, 1972 in Volume 482, Page 20; which Agreement was supplemented by Agreement dated and recorded September 7, 1972 in Volume 492, Page 188.
- 11. Easements and agreement contained in a Warranty Deed from Abraham D. Gosman to National Amusements, Inc., dated and recorded September 7, 1972 in Volume 492, Page 175; as corrected by Agreement between Argos Associates and National Amusements, Inc., dated October 24, 1977 and recorded November 2, 1977 in Volume 646, Page 103. NOTE: The Easement identified as "Forbes Street Right-Of-Way Easement South" was released by Deed Releasing Right-Of-Way Easement from National Amusements, Inc. to Argos Association, dated October 24, 1977 and recorded November 2, 1977 in Volume

- 646, Page 55; see also Deed Releasing Easement for Marquee from National Amusements, Inc. to Argos Associates, dated October 24, 1977 and recorded November 2, 1977 in Volume 646, Page 58.
- 12. Covenant not to compete from Abraham D. Gosman to National Amusements, Inc., dated and recorded September 7, 1972 in Volume 492, Page 186.
- 13. Water Main Easement from Abraham D. Gosman to National Amusements, Inc. to The Metropolitan District, dated August 24, 1972 and recorded September 14, 1972 in Volume 493, Page 36.
- 14. Sewer Easement in favor of The Metropolitan District, dated October 12, 1972 and recorded October 25, 1972 in Volume 496, Page 262, U, V and W.
- 15. Easement in favor of The Hartford Electric Light Company, dated January 24, 1973 and recorded January 30, 1973 in Volume 504, Page 59.
- 16. Terms and provisions of an Agreement by and between Argos Associates and The Metropolitan District, dated July 25, 1975 and recorded September 4, 1975 in Volume 576, Page 81.
- 17. Electrical Distribution Easement from Argos Associates to The Hartford Electric Light Company, dated December 11, 1974 and recorded February 4, 1975 in Volume 560, Page 293; which Easement was amended by Amendment to Easements recorded October 30, 1995 in Volume 1590, Page 34.
- 18. Electrical Distribution Easement from Argos Associates to The Hartford Electric Light Company, dated October 2, 1975 and recorded October 30, 1975 in Volume 580, Page 325; which Easement was amended by Amendment to Easements recorded October 30, 1995 in Volume 1590, Page 34.
- 19. Terms and provisions of an Agreement by and between Argos Associates and the State of Connecticut, dated January 12, 1976 and recorded March 8, 1976 in Volume 590, Page 148.
- 20. Terms and provisions of an Agreement by and between Argos Associates and National Amusements, Inc., dated June 9, 1977 and recorded November 2, 1977 in Volume 646, Page 28; which Agreement was amended by Agreement by and between Argos Associates and National Amusements, Inc., dated October 24, 1977 and recorded November 2, 1977 in Volume 646, Page 50; see also Release of Payment Obligation by National Amusements, Inc., dated May 12, 1993 and recorded May 10, 1996 in Volume 1617, Page 208.
- 21. Declaration of Easements by Argos Associates, dated October 31, 1977 and recorded November 2, 1977 in Volume 646, Page 173; which Declaration of Easements was amended by Amendment to Declaration of Easements by and among National Amusements, Inc., John Hancock Mutual Life Insurance Company, Mark R. Draymore, Trustee and Denny's, Inc., recorded May 12, 1993 in Volume 1446, Page 190.
- Waiver of rights of access and full and perpetual easement to slope for the support of the highway in favor of the State of Connecticut, as set forth in a Certificate of Condemnation from Argos Associates, dated June 16, 1983 and recorded June 28, 1983 in Volume 825, Page 59.
- Waiver of rights of access in favor of the State of Connecticut, as set forth in a Certificate of Condemnation from Abraham D. Gosman, dated July 6, 1983 and recorded July 14, 1983 in Volume 827, Page 219.
- 24. Restrictions set forth in a Warranty Deed from Argos Associates to Norton H. Goldstein, dated January 2, 1985 and recorded January 7, 1985 in Volume 896, Page 229; and also in a Warranty deed from Norton H. Goldstein to National Amusements, Inc, dated and recorded January 7, 1985 in Volume 896, Page 245.
- 25. Full and perpetual easement to slope for the support of the highway in favor of the State of Connecticut, as set forth in a Certificate of Condemnation from Angelus Futtner, Blacey J. Futtner, Raymond Futtner, Mary N. Sposito, William H. Andrulat and Roseanne Andrulat, dated July 27, 1983 and recorded August 4, 1983 in Volume 830, Page 74.
- 26. Full and perpetual easement to slope for the support of the highway in favor of the State of Connecticut, as set forth in a Certificate of Condemnation from Blacey J. Futtner, Angelus Futtner, Raymond Futtner, Mary N.

Sposito and Roseanne Andrault, dated August 16, 1983 and recorded August 22, 1983 in Volume 833, Page 47.

- 27. Terms and Conditions of Certificate 104-B issued by the State of Connecticut Department of Transportation, dated May 21, 1991 and recorded June 28, 1991 in Volume 1336, Page 33.
- Terms and Conditions of Certificate 206 issued by the State of Connecticut Department of Transportation, dated April 15, 1975 and recorded December 31, 1992 in Volume 1426, Page 198.
- 29. Terms and Conditions of Certificate 206-A issued by the State of Connecticut Department of Transportation, dated December 15, 1992 and recorded December 31, 1992 in Volume 1426, Page 203.
- Reservations of easements as set forth in a Special Warranty Deed from John Hancock Mutual Life Insurance Company to National Amusements, Inc., dated May 6, 1993 and recorded May 12, 1993 in Volume 1446, Page 179.
- Terms and provisions of an Easement Agreement Regarding Construction of Relocated Accessway, Rights of Passage Thereon and Other Rights with Respect Thereto by and between National Amusements, Inc. and John Hancock Mutual Life Insurance Company, dated and recorded May 12, 1993 in Volume 1446, Page 209. See also Affidavit of Facts Relating to Title by Carl J. Hohmann, Investment Officer of John Hancock Mutual Life Insurance Company, recorded March 25, 1996 in Volume 1609, Page 56.
- 32. Terms and Conditions of Certificate 104-C issued by the State of Connecticut Department of Transportation, dated August 16, 1994 and recorded October 21, 1994 in Volume 1539, Page 166; as re-recorded January 25, 1995 in Volume 1551, Page 240.
- 33. Terms and Conditions of Certificate 104 issued by the State of Connecticut Department of Transportation, dated July 18, 1972 and recorded January 25, 1995 in Volume 1551, Page 233.
- 34. Terms and Conditions of Certificate 104-A issued by the State of Connecticut Department of Transportation, dated October 20, 1987 and recorded January 25, 1995 in Volume 1551, Page 237.
- 35. Terms and Conditions of Certificate 104-B issued by the State of Connecticut Department of Transportation, dated May 21, 1991 and recorded June 28, 1991 in Volume 1336, Page 33.
- 36. Traffic Investigation Report issued by the State of Connecticut Department of Transportation (S.T.C. No. 042-9103-01) dated May 21, 1991 and recorded February 14, 1995 in Volume 1554, Page 70.
- 37. Traffic Investigation Report issued by the State of Connecticut Department of Transportation (S.T.C. No. 042-9503-O1) dated May 16, 1995 and recorded May 31, 1995 in Volume 1568, Page 193.
- 38. Easement to construct and maintain multi-use trail and temporary construction easement as set forth in Certificate of Condemnation by the State of Connecticut dated June 12, 2013 and recorded in Volume 3398, Page 299.
- 39. Conditions set forth in Certificate of Special Permit granted by the Town of East Hartford Planning and Zoning Commission dated September 23, 2015 and recorded in Volume 3561, Page 94.

THE FOLLOWING EXCEPTIONS AFFECT THE APPURTENANT EASEMENTS ONLY:

- Drainage Easement from Argos Associates to United States Postal Service, dated January 14, 1976 and recorded April 13, 1976 in Volume 592, Page 223.
- 41. Right of Way Easement as set forth in a Special Warranty Deed from Argos Associates to Red Lobster Inns of America, dated January 24, 1977 and recorded January 26, 1977 in Volume 619, Page 221.

- 42. Deed Conveying Easement for Marquee from Argos Associates to National Amusements, Inc., dated October 24, 1977 and recorded November 2, 1977 in Volume 646, Page 61.
- 43. Agreement regarding easement for grading and sloping between John Hancock Mutual Life Insurance Company and Norton H. Goldstein, dated June 2, 1980 and recorded July 18, 1980 in Volume 730, Page 333.
- 44. Terms and provisions contained in a lease in favor of Society for Savings, as evidenced by a Notice of which is dated November 12, 1976 and recorded in Volume 615, Page 10; which Lease was modified by Lease Modification Agreement by and between John Hancock Mutual Life Insurance Company, successor in interest to Argos Associates, and Society for Savings, dated March 16, 1993 and recorded May 12, 1993 in Volume 1446, Page 117.
- 45. Terms and provisions contained in a lease in favor of The Stop & Shop Companies, as evidenced by a Short Form and Notice of Lease, which is dated October 26, 1973 and recorded in Volume 532, Page 329; which Lease was modified by Lease Modification Agreement by and between John Hancock Mutual Life Insurance Company, successor in interest to Argos Associates, and Society for Savings, dated March 16, 1993 and recorded May 12, 1993 in Volume 1446, Page 128.

INDIRECT ACCESS AND ENTRY ENDORSEMENT

Attached to and made a part of Policy No. OP 04155479 CT

The Company insures against loss or damage sustained by the Insured if, at Date of Policy:

- i. the easements set forth in the Warranty Deed from Abraham D. Gosman to National Amusements, Inc., dated and recorded September 7, 1972 in Volume 492 at Page 175 of the East Hartford Land Records, as amended by Agreement by and between Argos Associates and National Amusements, Inc., dated October 24, 1977 and recorded November 2, 1977 in Volume 646 at Page 103 of said East Hartford Land Records, do not provide that portion of the Land identified as **Parcel I** in Schedule A, access to and from **Silver Lane**;
- ii. the easement set forth in the Declaration of Easements by and between National Amusements, Inc., John Hancock Mutual Life Insurance Company, The Stop & Shop Supermarket Company, and Mark R. Draymore, Trustee, recorded in Volume 646, Page 173, of the East Hartford Land Records, as amended by Amendment to Declaration of Easements, recorded May 12, 1993 in Volume 1446 at Page 190 of the East Hartford Land Records, do not provide that portion of the Land identified as Parcels II, V and VI in Schedule A, access to and from Silver Lane;
- iii. the easement set forth in the Easement Agreement by and between National Amusements, Inc. and John Hancock Mutual Life Insurance Company, dated and recorded May 12, 1993 in Volume 1446 at Page 209 of the East Hartford Land Records, does not provided that portion of the Land identified as **Parcel IV** in Schedule A, access to and from **Forbes Street.**

This endorsement does not insure against loss or damage resulting from the lack of any curb cuts permitting vehicular access to any public street.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

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Ву

JAMES M. CZAPIGA, PRESIDENT

