

HISTORIC PRESERVATION AGREEMENT For the Fort Decatur Site in Ledyard, Connecticut

This Historic Preservation Agreement (this "Agreement") is made as of the 17th day of December, 2024 by and between **GALES FERRY INTERMODAL, LLC**, a Delaware limited liability company registered to transact business in the State of Connecticut with an office and principal place of business at 549 South Street, Quincy, Massachusetts 02169 ("Owner") and the State of Connecticut acting through the **CONNECTICUT STATE HISTORIC PRESERVATION OFFICE**, a division of the Connecticut Department of Economic and Community Development with an office and place of business at 450 Columbus Boulevard, Suite 5, Hartford, Connecticut 06103 (hereinafter referred to as the "State" or "SHPO").

RECITALS

1. The Owner is the owner in fee simple of a certain tract of land located in the Town of Ledyard, County of New London and State of Connecticut, situated on the westerly side of Connecticut Route 12 in the Village of Gales Ferry, which real property is more particularly described in **Exhibit A** attached hereto (the "Property").
2. The Property contains, inter alia, an encampment designated as the Fort Decatur Site, the location of which is at the prominence of Allyn's Hill lying westerly of Connecticut Route 12 and easterly of the Thames River with portions of the site located both northerly and southerly of a 200 foot Connecticut Light and Power Company d/b/a Eversource Energy transmission line easement which bisects the Property in a general easterly – westerly orientation (the "Transmission Line Easement").¹
3. The primary areas of archaeological deposits related to the Fort Decatur Site, as determined by Heritage Consultants in the performance of a Phase IA, Phase IB and Phase II archaeological assessment, reconnaissance, and intensive investigations are located in two (2) separate and distinct areas on the Property with Locus 1 comprised of approximately 3.44 acres of land located on the north side of the Transmission Line Easement and Locus 2, containing approximately 5.87 acres, located on the southerly side of the Connecticut Light and Power Company transmission line easement, said Locus 1 and Locus 2 being more particularly defined and identified in **Exhibit B** attached hereto and hereby incorporated herein (hereinafter, the "Locus 1 Property" and the "Locus 2 Property", respectively, as the context so requires or permits).
4. The Owner and SHPO acknowledge that within the limits of Locus 1 and Locus 2 are located features and artifacts of significant archaeological and historical value.

¹ Based upon archaeological research and reconnaissance performed by Heritage Consultants, it is likely that the location of the present transmission line easement was an integral component of the former encampment; however, as a result of significant excavation, filling and regrading that has occurred within the limits of the transmission line easement in order to render the same amenable for the installation of stanchions and other support structures to accommodate the installation of high voltage electric transmission lines, all indicia of the original topography, and any historic and/or cultural resources that may have been located therein have long since been disturbed and obliterated.

5. The Owner desires to make provision for the preservation of certain of said archaeological features and artifacts; and subject to the fulfillment of the conditions precedent hereinafter contained, the entirety of Locus 1 and Locus 2, for the general historical and cultural benefit of the residents and citizens of the State of Connecticut and the United States of America by agreeing to encumber the Locus 1 Property with a permanent historic preservation easement to and in favor of The Archaeological Conservancy, a California non-profit corporation (the "Conservancy"), which historic preservation easement shall encumber the Locus 1 Property including the location of the former fort known as Fort Decatur and the identified lookout as described in the treatises prepared by Heritage Consultants located westerly thereof; and, upon the fulfillment of the conditions precedent hereinafter contained, to convey to the Conservancy, in fee simple, the Locus 1 Property and the Locus 2 Property.
6. The SHPO, in fulfillment of its regulatory compliance responsibilities, desires to enter into this Agreement for the purpose of memorializing covenants, agreements and understandings that will provide for the permanent preservation, in perpetuity, the Locus 1 Property; and upon the satisfaction of the conditions precedent hereinafter contained, the permanent preservation of the Locus 1 Property and the Locus 2 Property by conveying the same to the Conservancy.

NOW, THEREFORE, in consideration of the Recitals hereinbefore contained and the agreements and covenants hereinafter set forth, the Owner and SHPO hereby agree as follows:

1. The Owner agrees to grant and convey to the Conservancy fee simple title to the Locus 1 Property including, but not limited to, the area accommodating the remains of the encampment known as "Fort Decatur" as well as the "Lookout" contained within the Locus 1 Property and further agrees to provide escorted access to the Locus 1 Property to the Conservancy and its invited guests upon forty-eight (48) hours prior written request until such time as a permanent pedestrian access easement to the Locus 1 Property is granted. The grant of a permanent pedestrian easement shall occur within one (1) year subsequent to the conveyance of fee simple title of the Locus 1 Property to The Archaeological Conservancy.
2. In the event that the Owner obtains final, unappealable, approval from all applicable regulatory boards, commissions and agencies of the Town of Ledyard, State of Connecticut and/or the United States of America for the excavation of aggregate material and the regrading of approximately 40 acres of the Property to create 26 acres of additional developable industrial land as depicted on a plan entitled "Gales Ferry Intermodal Industrial Site Preparation Plan 1737 & 1761 Route 12 Gales Ferry, CT 06335 March 28, 2024 Property Owner/Applicant: Gales Ferry Intermodal LLC 549 South Street Quincy, MA 02169 Prepared By: Engineer: Loureiro Engineering Associates, Inc. 100 Northwest Drive – Plainville, Connecticut 06062 Phone: 860-747-6181 – Fax: 860-747-8822 Sheets 1 of 17 to 17 of 17" (hereinafter, the "Development Plan"); then, and only in that event, Owner hereby further agrees as follows:

- (a) Within one (1) year subsequent to the conveyance of the Locus 1 Property to the Conservancy, Owner agrees to donate and convey to the Conservancy, in fee simple, title to the Locus 2 Property, together with the improvements thereon and all existing archeological structures and artifacts and all rights, hereditaments and appurtenances thereunto belonging.
 - (b) Upon the conveyance of the Locus 2 Property, the Owner shall further grant and convey to the Conservancy a defined permanent pedestrian easement interconnecting the Locus 1 Property and the Locus 2 Property through and across the Transmission Line Easement segregating the Locus 1 Property and the Locus 2 Property.
- 3. The grant and conveyance of the Locus 1 Property and/or the conveyance contemplated by Paragraph 2 above upon the satisfaction of the conditions precedent hereinbefore enumerated, shall remain only subject to such easements, restrictions and other exceptions titled of record as will not adversely affect the Conservancy's intended use of the Locus 1 Property and the Locus 2 Property, as the case may be, and the pedestrian access easements appurtenant thereto as a historic and cultural preserve or for similar use. The parties hereto hereby acknowledge that the Transmission Line Easement is a permitted encumbrance.
- 4. The fee simple conveyance of the Locus 1 Property and/or any fee simple conveyance of the Locus 2 Property required to fulfill the purposes and intent of this Agreement shall be by Warranty Deed, free and clear of all liens and encumbrances other than (a) taxes to the Town of Ledyard, Connecticut, not then due and payable (b) any and all provisions of municipal ordinances and public law (c) the Transmission Line Easement and (d) restrictive covenants in favor of the Conservancy granting to the Conservancy the right to limited controlled access to the Locus 1 Property and/or the Locus 2 Property.
- 5. The Owner hereby further agrees to provide up to ten (10) originals of the report entitled "Phase II National Register of Historic Places Testing & Evaluation of the Fort Decatur Archaeological Site in Ledyard, Connecticut Prepared For: Gales Ferry Intermodal, LLC 549 South Street Quincy, Massachusetts 02169 Prepared By: Heritage Consultants 830 Berlin Turnpike Berlin, Connecticut 06037" to be distributed by Heritage to relevant parties as well as a digital copy for SHPO.
- 6. The Owner agrees to comply with the requirements of a separate "Donation Agreement" by and between the Owner and the Conservancy dated October 7, 2024. The Owner further agrees, upon the satisfaction of the conditions precedent hereinbefore contained, to provide for the curation of excavated archaeological resources from the Locus 1 Property and the Locus 2 Property with the Office of State Archaeology in Storrs, Connecticut.
- 7. The Owner agrees, upon satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained, to engage a qualified archaeologist to prepare an edited volume of the history of Fort Decatur for public distribution by SHPO.

8. The Owner agrees, upon satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained, to engage a qualified archaeologist to prepare a National Register of Historic Places nomination for Fort Decatur.
9. The Owner agrees, prior to the commencement of any excavation activities on the Property, to install permanent fencing around the perimeter of the Locus 1 Property, and maintain such fencing for the duration of the excavation and/or construction activities, in order to provide for the safety of any persons visiting the Locus 1 Property and/or to ensure that no unintentional impacts are occasioned to the historic artifacts and resources located within the limits of the Locus 1 Property during excavation and/or construction activities.
10. Upon the satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained, the Owner agrees that the Owner will, during excavation activities on the Property, continually monitor vibration and erosion of the Locus 1 Property to ensure that there are no unforeseen impacts to the historic resources located on the Locus 1 Property. This covenant shall require the Owner to provide annual reporting to SHPO and the Conservancy of the results of this monitoring, including the monitoring reports for such time period, for the duration of the Owner's excavation activities.
11. Upon satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained, and the completion of the Owner's excavation activities on the Property, Owner agrees to revegetate the horizontal benches of the stepped rock slopes adjacent to the Locus 1 Property.
12. Upon satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained, the Owner agrees to donate to the Conservancy, in addition to all other obligations contained herein, Ten Thousand and 00/100 (\$10,000.00) Dollars to offset the costs of developing and printing public outreach materials about the cultural resources on the Locus 1 Property and the Locus 2 Property.
13. Owner agrees, prior to the conveyance of the Locus 1 Property; and upon satisfaction of the conditions precedent in Paragraph 2 hereinbefore contained and prior to the conveyance of the Locus 2 Property to the Conservancy, to cause a Class A-2 Survey to be completed by a licensed land surveyor in the State of Connecticut defining by metes and bounds of the Locus 1 Property and, if applicable, the Locus 2 Property and/or the easements appurtenant thereto at Owner's sole cost and expense; and, upon the conveyance of each of the Locus 1 Property and the Locus 2 Property to the Conservancy, to pay the recording fees for the deeds of conveyance.
14. Indemnification. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Owner in performing this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“Goods” means all things which are movable at the time that this Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment.

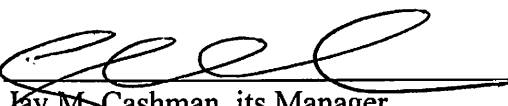
- (a) The Owner shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Agreement or the Development Plan, from the acts of commission or omission (collectively, the “Acts”) of the Owner or Owner Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts, this Agreement, or the Development Plan. The Owner shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Owner’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Owner’s proposal or the Development Plan, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of this Agreement or the Development Plan.
- (b) The Owner shall not be responsible for indemnifying or holding the State harmless from any liability to the extent arising from (i) the negligence of the State or any other person or entity acting under the direct control or supervision of the State or (ii) any act of commission or omission of The Archaeological Conservancy.
- (c) The Owner shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Owner or any Owner Parties. The State shall give the Owner reasonable notice of any such Claims.
- (d) The Owner’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Owner is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims but is not materially liable for any Claims arising from such Acts.
- (e) The Owner hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys’ fees, arising out of or in connection with the presence of hazardous waste relating to this Agreement or the Development Plan, or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters.
- (f) This section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

- (g) For purposes of this Agreement, “Owner Party”, “Owner Parties”, “Applicant Party”, or “Applicant Parties” shall mean Owner’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Owner is in privity of oral or written contract (e.g. contractor) and the Owner intends for such other person or entity to perform under the Agreement or Development Plan in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered Owner Parties, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
15. In exchange for the agreements of the Owner hereinbefore set forth, the SHPO agrees as follows:
- (a) To author a letter for public distribution, including for presentation as an exhibit in any and all permitting proceedings engaged in by the Owner with respect to the use of a portion of the Property for rock removal in conjunction with industrial regrading as depicted on the Development Plan. The letter will indicate that the Owner and SHPO have entered into an agreement to fulfill regulatory obligations related to activities outlined in the Development Plan that will result in preservation of historically significant portions of Fort Decatur identified during previously completed cultural resources investigations.
- (b) To issue a letter for distribution to federal and/or state regulatory authorities indicating that there will be “No Adverse Effect” to historic properties by activities identified in the Development Plan conditional upon the implementation of this Agreement affirming the fact that the agreements of the Owner contained in this Agreement, when implemented, will satisfy all land use and regulatory permitting requirements of the Owner, under the Connecticut Environmental Policy Act (CEPA), the National Historic Preservation Act (NHPA), and the Connecticut Siting Council’s implementing statutes, in each case, as in effect on the date of this Agreement, limited to the activities depicted on the Development Plan dated March 28, 2024, including, but not limited to, the registration of such project under the General Permit for the Dewatering of Wastewaters Associated with Industrial and Construction Activities. For avoidance of doubt: SHPO will not make any representation or warranty regarding compliance with any statute, regulation, or amendment thereto, not in effect as of the date of this Agreement, nor will SHPO make any representation or warranty regarding activities not depicted in the Development Plan dated March 28, 2024
16. In the event of any conflict between the terms and provisions of this Agreement and a Donation Agreement by and between the Owner and the Conservancy with respect to the Property, dated on or near the date hereof, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Owner and SHPO have caused this Agreement to be executed effective as of the day and year first above written.

OWNER:

GALES FERRY INTERMODAL, LLC

By:  (L.S.)
Jay M. Cashman, its Manager

SHPO:

**THE STATE OF CONNECTICUT, ACTING
THROUGH THE CONNECTICUT STATE
HISTORIC PRESERVATION OFFICE, A
DIVISION OF THE CONNECTICUT
DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT**

By: _____ (L.S.)
_____, its _____

IN WITNESS WHEREOF, the Owner and SHPO have caused this Agreement to be executed effective as of the day and year first above written.

OWNER:

GALES FERRY INTERMODAL, LLC

By: _____ (L.S.)
Jay M. Cashman, its Manager

SHPO:

**THE STATE OF CONNECTICUT, ACTING
THROUGH THE CONNECTICUT STATE
HISTORIC PRESERVATION OFFICE, A
DIVISION OF THE CONNECTICUT
DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT**

By:  _____ (L.S.)
Jonathan Kinney, its Director

12/4/24

EXHIBIT A

DESCRIPTION OF THE PROPERTY

A certain tract or parcel of land, together with the buildings and all other improvements thereon, situated on the northwesterly side of Military Highway (Route #12) in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown on a certain plan entitled "Property and Topographic Survey Prepared For Styron LLC 'Allyn's Point Plant' #1737 & 1761 Military Highway – Route 12, Gales Ferry Ledyard, Connecticut Date: Sept. 2, 2010 Scale: 1'=100' Project: #2010063 Job Data Project 2010063DOW Book No. 4173 Drawn CB Checked RHS Cogo File 2010063 CB 4-21-2010 File 2010063 BND.dwg Sheets 1 of 13 and 2 of 13 CME Associates, Inc. 32 Crab Tree Lane, Woodstock, CT 06281 55 Main Street, Suite 340 Norwich, CT 06360 333 East River Drive, East Hartford, CT 06108 50 Elm Street, Southbridge, MA 01550 Phone 888-291-3227 www.cmeengineering.com" and recorded on the Ledyard Land Records as Map #3068 and #3069, which premises is more particularly bounded and described as follows:

Beginning at a drill hole found in a stone wall in the northwesterly monumented highway line of Military Highway (Route #12) at the southeasterly corner of the herein described tract and on the dividing line between the herein described tract and land now or formerly of Herbert W. Pearson and Joan L. Pearson as shown on the above referenced plan; thence running South 11°07'01" West for a distance of 162.03 feet to a Connecticut Highway Department Monument found; thence running South 10°06'20" West for a distance of 121.86 feet to a Connecticut Highway Department Monument found; thence running South 14°08'05" East for a distance of 109.75 feet to a monument; thence running South 10°06'27" West for a distance of 199.95 feet to a Connecticut Highway Department Monument found; thence running South 09°17'11" West for a distance of 224.16 feet to a Connecticut Highway Department Monument found; thence running along the arc of a curve to the left with a radius of 489.65 feet, a central angle of 30°01'19", a chord bearing of South 13°02'17" West, a chord length of 253.64 feet for a distance of 256.57 feet to a Connecticut Highway Department Monument found; thence running South 23°26'41" West for a distance of 192.50 feet to a monument; thence running South 18°15'10" West for a distance of 72.13 feet to a monument; thence running South 25°11'30" West for a distance of 49.94 feet to a monument; thence running along the arc of a curve to the right with a radius of 1,372.69 feet, a central angle of 01°40'06", a chord bearing of South 26°47'40" West, a chord length of 39.97 feet for a distance of 39.97 feet to a monument; thence running South 62°12'50" East for a distance of 20.01 feet to a monument; thence running along the arc of a curve to the right with a radius of 1,392.69 feet, a central angle of 09°12'25", a chord bearing of South 32°13'30" West, a chord length of 223.55 feet for a distance of 223.79 feet to a Connecticut Highway Department Monument found; thence running South 36°53'10" West for a distance of 189.49 feet to a monument; thence running South 34°49'50" West for a distance of 121.15 feet to a monument; thence running South 34°07'20" West for a distance of 246.10 feet to a monument; thence running along the arc of a curve to the left with a radius of 1,707.28 feet, a central angle of 20°59'52", a chord bearing of South 15°51'30" West, a chord length of 622.19 feet for a distance of 625.69 feet to a monument; thence running South 00°26'29" East for a distance of 281.41 feet to a Connecticut Highway Department Monument found; thence running South 14°16'40" East for a distance of 133.67 feet, in part along the face of a stone wall, to a Connecticut Highway Department Monument found; thence running South 04°39'30" West for a distance of 519.88 feet to a point, the last nineteen courses being bounded generally easterly by Military Highway (Route #12); thence running North 81°33'39" West for a distance of 257.70 feet, in part along the centerline of a boulder wall to a point; thence running North 52°20'12" West for a distance of 163.05 feet to a drill hole found in a stone wall corner; thence running

South 08°08'55" West for a distance of 403.21 feet along the centerline of a stone wall to an angle in said stone wall; thence running South 03°50'00" West for a distance of 239.14 feet along the centerline of a stone wall to the centerline intersection of stone walls, the last four courses being bounded by land now or formerly of Clifford E. Cline and Emillia A. Cline as shown on the above referenced plan; thence running North 87°02'11" West for a distance of 110.00 feet along the centerline of a stone wall to a stone wall corner; thence running South 03°39'13" East for a distance of 76.08 feet along the centerline remains of stone wall to a point; thence running South 04°59'07" West for a distance of 29.38 feet along the centerline of a stone wall to the end of said stone wall; thence running South 06°55'03" West for a distance of 89.03 feet to the centerline end of a stone wall; thence running South 01°58'46" West for a distance of 81.31 feet along the centerline of a stone wall to an angle in said stone wall; thence running South 00°34'40" East for a distance of 66.40 feet along the centerline of a stone wall to a drill hole set at the centerline intersection of stone walls, the last six courses being bounded by land now or formerly of The Community Methodist Church of Gales Ferry, Incorporated as shown on the above referenced plan; thence running South 87°49'41" West for a distance of 90.88 feet along the centerline of a stone wall to a point; thence running South 88°57'21" West for a distance of 54.00 feet along the centerline of a stone wall to a point; thence running North 83°02'56" West for a distance of 41.46 feet to the centerline end of a stone wall; thence running South 87°16'54" West for a distance of 378.54 feet along the centerline of a stone wall to the end of said stone wall; thence running North 81°49'07" West for a distance of 86.00 feet to a point; thence running South 65°46'08" West for a distance of 397.00 feet along the top of ledge as shown on the above referenced plan to a drill hole found, the last six courses being bounded generally southerly by land now or formerly of The Community Methodist Church of Gales Ferry, Incorporated as shown on the above referenced plan; thence running South 85°50'28" West for a distance of 182.54 feet to a point; thence running South 79°24'45" West for a distance of 140.12 feet to a drill hole found at the centerline end of a stone wall; thence running North 88°32'45" West for a distance of 79.57 feet along the centerline of a stone wall to a drill hole found at the end of said stone wall, the last three courses being bounded generally southerly by land now or formerly of Allen D. Smith and Elizabeth T. Smith as shown on the above referenced plan; thence running North 44°37'34" West for a distance of 139.73 feet along the top of ledge as shown on the above referenced plan to a drill hole found; thence running North 14°43'45" West for a distance of 137.64 feet to a drill hole found; thence running North 76°05'32" West for a distance of 46.67 feet to a drill hole found; thence running North 68°33'24" West for a distance of 10.00 feet along the centerline of a stone wall to a drill hole found; thence running North 24°59'24" West for a distance of 42.00 feet along the centerline of a stone wall to a drill hole found; thence running North 17°55'36" East for a distance of 19.01 feet along the centerline of a stone wall to a drill hole found at the centerline intersection of stone walls; thence running North 56°32'25" West for a distance of 124.84 feet along the centerline of a stone wall to a point; thence running North 58°36'49" West for a distance of 142.91 feet in part along the centerline of a stone wall to the centerline intersection of stone walls, the last eight courses being bounded generally southwesterly by land now or formerly of James L. Lewis as shown on the above referenced plan; thence running North 57°38'30" West for a distance of 100.00 feet along the centerline of a stone wall bounded southwesterly by land now or formerly of Marie E. Bridgman as shown on the above referenced plan to an iron pipe found in a stone wall; thence running North 57°21'14" West for a distance of 248.95 feet, in part along the centerline of a stone wall, bounded southwesterly by land now or formerly of James Lewis to a drill hole found; thence running North 34°38'46" East for a distance of 7.16 feet to a point; thence running along the arc of a curve to the right with a radius of 1,382.39 feet, a central angle of 12°52'26", a chord bearing of North 38°19'30" East, a chord length of 309.96 feet for a distance of 310.61 feet to a point; thence running North 45°14'17" West for a distance of 0.50 feet to a point; thence running North 44°45'43" East for a distance of 1,325.48 feet to a point; thence running along the arc of a curve to the left with a radius of 5,779.15 feet, a central angle of 12°11'30", a chord bearing of North 38°39'58"

East, a chord length of 1,227.39 feet for a distance of 1,229.71 feet to a boundary point; thence running North $32^{\circ}34'13''$ East for a distance of 1,155.30 feet to a boundary point; thence running North $30^{\circ}45'17''$ East for a distance of 520.26 feet to a monument found; thence running North $57^{\circ}25'47''$ West for a distance of 94.02 feet to a boundary point; thence running South $31^{\circ}17'18''$ West for a distance of 514.13 feet to a boundary point; thence running South $32^{\circ}34'13''$ West for a distance of 1,161.30 feet to a boundary point; thence running along the arc of a curve to the right with a radius of 5,680.15 feet, a central angle of $02^{\circ}57'34''$ for a distance of 293.38 feet to a boundary point at "Point 'A'" as shown on the above referenced plan; thence running along the arc of a curve to the right with a radius of 5,680.15 feet, a central angle of $06^{\circ}00'27''$ for a distance of 595.57 feet to a point, the last twelve courses being bounded by land now or formerly of The Providence and Worcester Railroad Company as shown on the above referenced plan; thence running in a meandering easterly direction along the high water mark of the Thames River for a distance of 3,225 feet, more or less, as shown on the above referenced plan to a boundary point; thence running South $69^{\circ}01'50''$ East for a distance of 38 feet, more or less, to a point in the centerline of The Providence and Worcester Railroad Company at Station 3416+06 as shown on the above referenced plan; thence continuing South $69^{\circ}01'50''$ East for a distance of 54.11 feet to a brass plug found in ledge, the last two courses being bounded northeasterly by land now or formerly of The Providence and Worcester Railroad Company; thence running South $69^{\circ}01'50''$ East for a distance of 465.03 feet, in part along the centerline of stone wall, bounded northeasterly in part by land now or formerly of Craig Sacco and Karen Sacco and in part by land now or formerly of Herbert W. Pearson and Joan L. Pearson, each as shown on the above referenced plan, to the drill hole found at the point and place of beginning.

Excepting from the above-described premises the following parcel of land, known as the "Allyn Burying Ground", bounded and described as follows:

Beginning at the face of a stone wall corner at the southwesterly corner of the herein excepted parcel on the dividing line between the herein excepted parcel and land now or formerly of Trinseo LLC; thence running North $49^{\circ}16'42''$ West for a distance of 94.90 feet along the face of a stone wall to a face of stone wall corner; thence running North $28^{\circ}09'31''$ East for a distance of 78.87 feet along the face of a stone wall to a face of stone wall corner; thence running South $53^{\circ}35'06''$ East for a distance of 101.72 feet along the face of a stone wall to a face of stone wall corner; thence running South $33^{\circ}34'13''$ West for a distance of 85.28 feet along the face of a stone wall to the point and place of beginning of said excepted parcel.

EXHIBIT B

LOCUS 1 PROPERTY AND LOCUS 2 PROPERTY

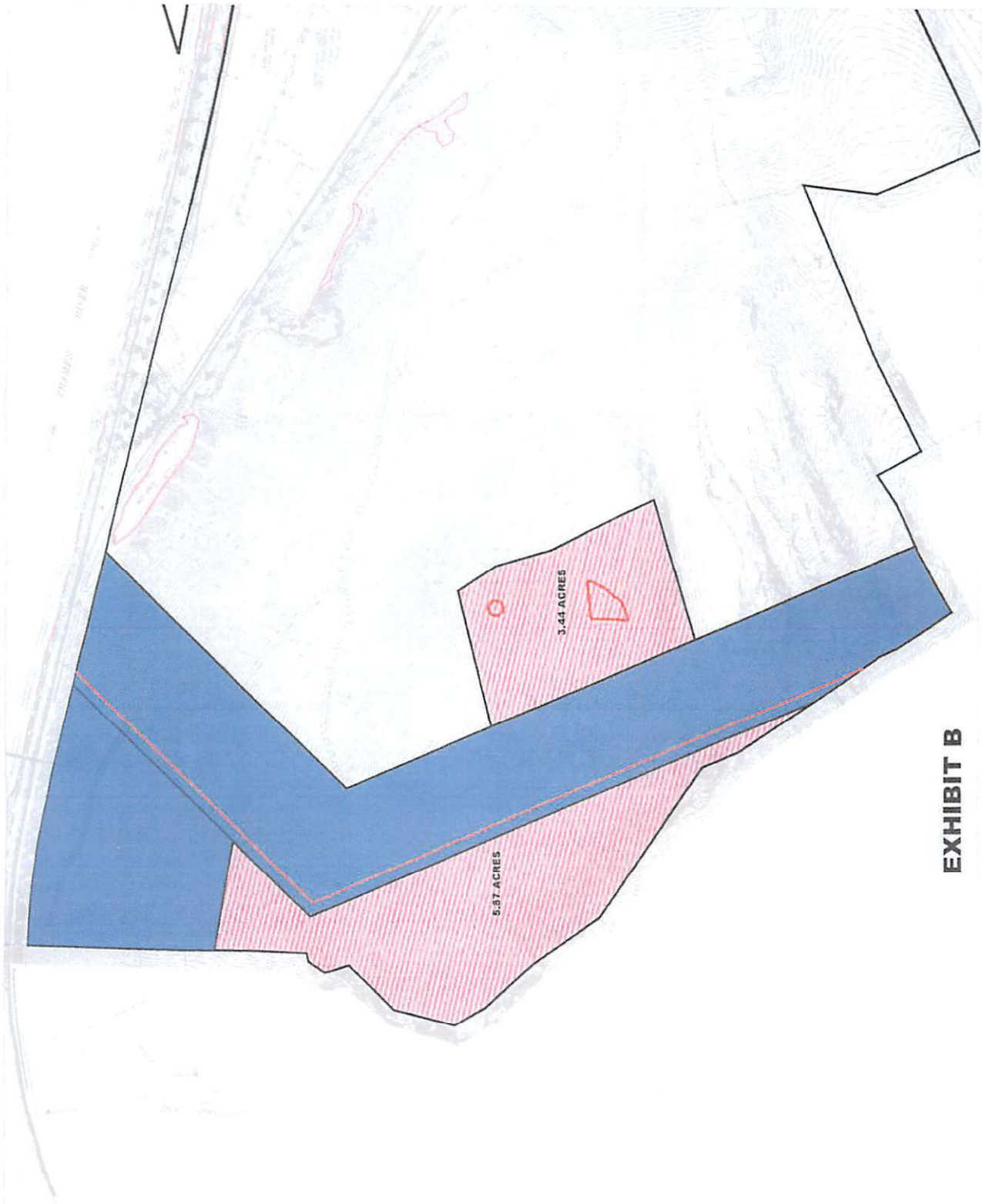


EXHIBIT B