

# **Exhibit A**

BK 3245PG0280

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: 4001

Know Ye That, CLEMENCY CHASE COGGINS, of Auburndale, Massachusetts, hereinafter referred to as the Grantor, for the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, received to her full satisfaction of JONATHAN B. KALLMAN and BRYANNA L. KALLMAN, of 9 Gisborne Place, Old Greenwich, Connecticut 06870, hereinafter referred to as the Grantees, does give, grant, bargain, sell and confirm unto the said Grantees and unto the survivor of them, and unto such survivor's heirs and assigns forever, all the right, title, interest, claim and demand which the said Grantor has or ought to have in and to the following described premises:

All that certain tract of land, with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut and designated as "Property of Coggins Revised Lot B" on a certain map entitled, "Map Showing Proposed Lot Line Change for David & Christiana Franklin and Clemency Chase Coggins Greenwich, Conn." made by S.E. Minor & Co., Inc. dated June 4, 1998, Revised June 25, 1998, on file in the office of the Town Clerk of Greenwich and therein numbered 7314.

Said premises are conveyed subject to the following:

1. Any restrictions or limitations imposed or to be imposed by governmental authority, including but not limited to, the zoning and planning rules and regulations of the Town of Greenwich.
2. Taxes of the Town of Greenwich on the List of October 1, 1998, due and payable July 1, 1999, and January 1, 2000, which Taxes the Grantees herein assume and agree to pay.
3. Reciprocal Agreement between R. David Franklin and Christiana C. Franklin and Clemency Chase Coggins dated August 24, 1998, and recorded in the Greenwich Land Records in Book 3149 at page 35.
4. Rights and easements of others in and to the water of the Long Island Sound.
5. Rights of the federal, state or local governments to take (without paying any compensation therefor), to regulate and control title to any land lying below the present or former mean high-water line of the Long Island Sound.
6. Any state of facts which might be disclosed by an accurate survey or a personal inspection of the Premises.

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

AND ALSO, the said Grantor does for herself and her heirs and assigns, covenant with the said Grantees, and with the survivor of them, and with such survivor's heirs and assigns forever, that at and until the ensembling of these presents she is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever except as hereinbefore mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind herself and her heirs and assigns forever to WARRANT and DEFEND the above granted and bargained

\$2420<sup>00</sup>

\$

Conveyance Tax Received

*Rosemary C. Bellini*  
Town Clerk of Greenwich

\$18,000<sup>00</sup> RE STAR

\$

Conveyance Tax Received

*Rosemary C. Bellini*  
Town Clerk of Greenwich



BK 3245PG0281

premises to the said Grantees, and to the survivor of them and to such survivor's heirs and assigns, against all claims and demands whatsoever except as hereinbefore mentioned.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal as of this 18<sup>th</sup> day of March, 1999.

Signed, Sealed and Delivered in the Presence of:

① *Mr. J. Halpin*  
② *Russell S. Gregory*

*Clemency Chase Coggins* L.S.  
Clemency Chase Coggins

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF MIDDLESEX ) ss.

March 18<sup>th</sup> 1999

Personally appeared CLEMENCY CHASE COGGINS, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me.

*Shrimatti Panchu*  
SHRIMATTI PANCHU

Notary Public  
My Commission Expires: 7-15-05

01030341.DOC 03/17/99

The Commonwealth of Massachusetts  
*Middlesex* ss.  
(county)  
Date *March 15<sup>th</sup> 1999*  
Then personally appeared the above named

*CLEMENCY CHASE COGGINS*  
and acknowledged the foregoing instrument to be his/her free act and deed, before me,  
*Shrimatti Panchu*  
SHRIMATTI PANCHU, Notary Public  
My Commission Expires July 15, 2005

Received for Record MAR 29 1999 at 3:50 pm P

*Thomas J. Bishop*  
Town Clerk

# **Exhibit B**

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT:

We KONRAD R. KRUGER, 2 Seagate Road, Riverside, Connecticut, Connecticut and MARIE M. KRUGER, 6 Keofferam Road, Old Greenwich, Connecticut, (the "Grantors"), for the consideration of \$1.00 received to our full satisfaction of STEPHEN M. ZIDE and JANET B. ZIDE, of 3 Minerva Place, Old Greenwich, Connecticut, (the "Grantees"), do give, grant, bargain, sell, and confirm unto the Grantees, and unto the survivor of them, and unto the heirs and assigns of the survivor of them forever,

Tract 1:

All that certain tract, piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, more particularly bounded and described as follows:

Beginning at the point formed by the intersection of the division line between the land herein described and land now or formerly of A. Stuart Powell and Djuna B. Powell with the southwesterly line of Binney Lane and proceeding thence along the southwesterly line of Binney Lane South 61° 12' East 241.52 feet to a point, and proceeding thence along the northwesterly line of Binney Lane and along other land of Kitchel South 28° 04' West 139.32 feet to land now or formerly of John E.D. Grunow and Betty L. Grunow and proceeding thence along land now or formerly of John E.D. Grunow and Betty L. Grunow North 61° 12' West 243.13 feet to land now or formerly of A. Stuart Powell and Djuna B. Powell, and proceeding thence along land now or formerly of A. Stuart Powell and Djuna B. Powell North 28° 41' East 139.34 feet to the southwesterly line of Binney Lane and the point and place of beginning.

Together with the right of passing and repossing over Binney Lane in common with others and of using the private way leading to Tomac Cove.

The general boundaries of the above-described tract of land are Northeasterly by Binney Lane; Southeasterly by Binney Lane and other land of Kitchel; Southwesterly by land now or formerly of John E.D. Grunow and Betty L. Grunow; and Northwesterly by land now or formerly of A. Stuart Powell and Djuna B. Powell.

40,425<sup>00</sup>/100  
\$ Conveyance Tax Received  
*[Signature]*  
Town Clerk of Greenwich

157,700<sup>00</sup>/100 State  
\$ Conveyance Tax Received  
*[Signature]*  
Town Clerk of Greenwich

Said premises are a portion of property shown on a map entitled "Property in the Town of Greenwich, Connecticut owned by Helen Binney Kitchel" dated May, 1926 and recorded February 21, 1927 in the Greenwich Town Clerk's Office and therein numbered 1153.

Tract 2:

All that certain tract, piece or parcel of land, situated in the Town of Greenwich, County of Fairfield and State of Connecticut bounded and described as follows:

Northerly in part by Binney Lane and in part by land formerly of Edwin Binney, III, Easterly by the waters of Long Island Sound; Southerly in part by the waters of Long Island Sound and in part by land formerly of Grunow and Westerly by land formerly of Helen B. Kitchel. Said tract of land is known as "Oak Grove Beach." Together with appurtenant rights of way over Binney Lane.

Said premises are shown on a certain map entitled "Property at Sound Beach, Conn. Owned by Estate of Emelie F. Ford, Dec'd" dated June 1914, recorded in Greenwich Town Clerk's Office March 30, 1920 and therein numbered Map No. 682, being shown on said map as "Oak Grove Park" and also as shown on map of property of Helen Binney Kitchel on file in the Greenwich Town Clerk's Office as Map 1153.

Said premises are conveyed subject to:

1. Any and all provisions of any ordinance, municipal regulation and public or private law, inclusive of the planning and zoning rules and regulations of the Town of Greenwich.
2. Taxes of the Binney Lane Tax District due and payable after the delivery of this deed, which taxes the Grantees hereby assume and agree to pay as part of the consideration hereof.
3. Taxes of the Town of Greenwich due and payable after the delivery of this deed, which taxes the Grantees hereby assume and agree to pay as part of the consideration hereof.
4. Rights and easements granted to the Connecticut Light and Power Company by Helen B. Kitchel and others by instrument dated November 17, 1930 and recorded in the Greenwich Land Records in Book 287 at Page 7.



5. Rights and easements granted to Barbara Kitchel Girdler and her lineal descendants in an instrument dated July 11, 1936 and recorded in said Land Records in Book 334 at Page 116 (as to Tract 2).

6. Rights and easements granted to Happy Kitchel Girdler et al by instrument dated July 11, 1936 and recorded in said Land Records in Book 334 at Page 117 (as to Tract 2).

7. Rights and easements granted to Reynolds Girdler, Jr. and Jean A. Girdler et al by instrument dated March 3, 1982 and recorded in said Land Records in Book 1251 at Page 124 (as to Tract 2).

8. Such rights as may exist in others to use the same for bathing and other purposes and to pass and repass over and through the same (as to Tract 2).

9. The effect of the Connecticut Coastal Management Act and the Town of Greenwich Coastal Overlay Zone regulations.

10. Restrictions contained in a deed from Union Trust Company, Barbara Kitchel Girdler and Douglas B. Kitchel as Executors of the Estate of Helen Binney Kitchel to Konrad R. Kruger and Marie M. Kruger dated May 10, 1991 and recorded in the Greenwich Land Records in Book 2123 at Page 180.

11. Such state of facts which an accurate survey and/or physical inspection of the premises would disclose.

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

AND ALSO, we, the said Grantors, do for ourselves, our heirs and assigns, covenant with the Grantees, and with the survivor of them, and with such survivor's heirs and assigns, that at and until the ensembling of these presents, we are well seized of the premises as a good indefeasible estate in fee simple and have good right to bargain and sell the same in manner and form as is above written, and that the same are free from all encumbrances whatsoever, except as hereinbefore mentioned.

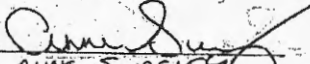

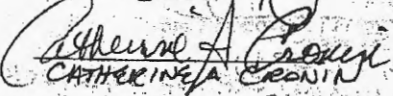
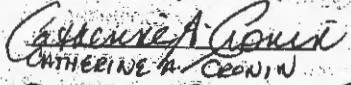
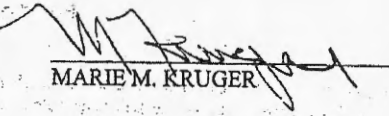
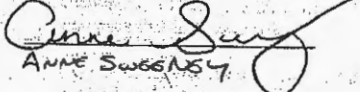
AND FURTHERMORE, we, the said Grantors, do by these presents bind ourselves and our heirs and assigns to WARRANT AND DEFEND the above granted and bargained premises



to the Grantees, and to the survivor of them, and to such survivor's heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

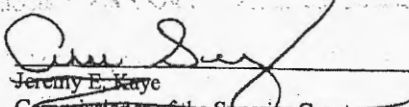
IN WITNESS WHEREOF, we, the Grantors have hereunto set our hands this 22<sup>nd</sup> day of May, 2006.

Witnessed By:

 ANNE SWENSKY	 KONRAD R. KRUGER
 CATHERINE A. CRONIN	
 CATHERINE A. CRONIN	 MARIE M. KRUGER
 ANNE SWENSKY	

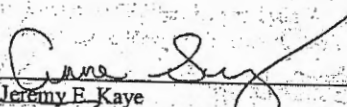
STATE OF CONNECTICUT )  
 ) ss.: Greenwich  
 COUNTY OF FAIRFIELD )


The foregoing instrument was severally acknowledged before me this 22 day of May, 2006, by KONRAD R. KRUGER.

  
 Jeremy F. Kaye  
 Commissioner of the Superior Court  
 ANNE SWENSKY  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 10/31/2010

STATE OF CONNECTICUT )  
 ) ss.: Greenwich  
COUNTY OF FAIRFIELD )

The foregoing instrument was severally acknowledged before me this 22<sup>nd</sup> day of May, 2006, by MARIE M. KRUGER.

  
Jeremy E. Kaye  
Commissioner of the Superior Court  
ANNE SWENSEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10/31/2010

Received for Record MAY 24 2006 at 9:57 m A M. and recorded by   
Town Clerk

# **Exhibit C**

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:  
KNOW YE THAT

7063

JOHN C. SHAW and DEBRA L. SHAW of 8 Indian Drive, Old Greenwich, Connecticut,

Releasor,

for the consideration of One Dollar (\$1.00) and other value  
received to his full satisfaction of

**THE 8 INDIAN DRIVE NOMINEE REAL ESTATE TRUST**

Releasee,

(the terms "Releasor" and "Releasee" to include the plural and the use of the masculine gender to include all genders), does remise,  
release and forever QUIT-CLAIM unto the said releasee,

all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to the premises known as 8  
Indian Drive, Old Greenwich, Connecticut, as more particularly described [below] [in the attached Schedule "A"].

ALL THAT CERTAIN tract, piece or parcel of land, with the buildings and improvements thereon, situated at Old  
Greenwich, in the Town of Greenwich, County of Fairfield and State of Connecticut, shown on a certain map  
entitled, "Property of Grace Howard Potter and Bertha Howard Minturn at Sound Beach, Town of Greenwich,  
Connecticut" certified correct W.B. Pierice, Civil Engineers, Stamford, Conn., March 11, 1919, on file in the Town  
Clerk's Office of said Greenwich as Map Number 627, reference thereto being had. Said premises are bounded:

- NORTHEASTERLY: By land now or formerly of Fannie L. Washburn;
- EASTERLY: By the waters of Long Island Sound at high water mark;
- SOUTHERLY: By the waters of Long Island Sound at high water mark;
- SOUTHWESTERLY: By the waters of Long Island Sound at high water mark and land now or formerly of The  
Meadowbank Realty Company;
- NORTHWESTERLY: By a private way twenty-five (25) feet in width.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, his heirs, successors and assigns forever, so  
that neither the Releasor nor his heirs, nor successors nor any other person under him or them shall hereafter have any claim, right or title in or to the  
premises, or any part thereof, but therefrom he is and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, The Releasor has hereunto set his hand, name and seal, this 21 day of July, 2009.

Signed, Sealed and Delivered  
in presence of:

*Kathryn A. Vitello*

*Val Deluski*

*John C. Shaw*  
LS  
JOHN C. SHAW

*Debra L. Shaw*  
LS  
DEBRA L. SHAW

STATE OF CONNECTICUT

SS:

July 21, 2009

COUNTY OF FAIRFIELD

Personally Appeared JOHN C. SHAW and DEBRA L. SHAW, signers and sealers of the foregoing instrument, and  
acknowledged the same before me to be his free act and deed.

*Kathryn A. Vitello*

Notary Public - Commissioner of the Superior Court

KATHRYN A. VITELLO  
A NOTARY PUBLIC, THE STATE OF CONNECTICUT  
MY COMMISSION EXPIRES JUNE 30, 2010

NO  
Conveyance Tax Received  
Town Clerk of Greenwich

NO STATE  
Conveyance Tax Received  
Town Clerk of Greenwich

Received for Record JUL 22 2009 at 11:00A M. Attest

*Charmelle P. Bushna*  
Town Clerk

BK 3109PG0001

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

KNOW YE, That we, RONALD V. DAVIS and JUDITH L. DAVIS of the Town of Greenwich, County of Fairfield and State of Connecticut

for the consideration of TEN DOLLARS (\$10.00) and other value

received to our full satisfaction of JOHN C. SHAW and DEBRA L. SHAW of 8 Indian Drive, Greenwich, Connecticut

do give, grant, bargain, sell and confirm unto the said JOHN C. SHAW and DEBRA L. SHAW and unto the survivor of them, and unto such survivor's heirs and assigns forever:

ALL THAT CERTAIN tract, piece or parcel of land, with the buildings and improvements thereon, situated at Old Greenwich, in the Town of Greenwich, County of Fairfield and State of Connecticut, shown on a certain map entitled, "Property of Grace Howard Potter and Bertha Howard Mintum at Sound Beach, Town of Greenwich, Connecticut" certified correct W.B. Pierce, Civil Engineers, Stamford, Conn., March 11, 1919, on file in the Town Clerk's Office of said Greenwich as Map Number 627, reference thereto being had. Said premises are bounded:

NORTHEASTERLY: By land now or formerly of Fannie L. Washburn;

EASTERLY: By the waters of Long Island Sound at high water mark;

SOUTHERLY: By the waters of Long Island Sound at high water mark;

SOUTHWESTERLY: By the waters of Long Island Sound at high water mark and land now or formerly of The Meadowbank Realty Company;

NORTHWESTERLY: By a private way twenty-five (25) feet in width.

Said premises are conveyed together with:

1. A pier, dock and the land underneath same adjoining the premises so far as owned by the Grantor, being the premises conveyed to Frances R. Howell by J. Harold Merrick by warranty deed dated August 17, 1945 and recorded in Book 398 at Page 314 of the Greenwich land records.
2. All right, title and insurance of the Grantor in and to the shore and land under water in front of



BK 3109PG0002

and adjoining the premises above described lying below the high water mark.

3. The right to use said private right of way above referred to and a certain other private way connecting therewith and leading to the public highway in common with others to whom this right has or may hereafter be conveyed.
4. All right, title and interest, if any, which the Grantor may have in and to the above-mentioned private way 25 feet in width, now known as Indian Drive, in the rear of and adjoining said premises to the center line thereof.
5. All right, title and interest of the Grantor in that certain Easement Agreement recorded in Book 2554 at Page 211 of the Greenwich land records.

Said premises are conveyed subject to:

1. Taxes of the Town of Greenwich hereinafter due and payable.
2. Any restrictions or limitations of use imposed or to be imposed by governmental authority.
3. Public improvement assessments or any unpaid installments thereof, or interest thereon, hereinafter due and payable.
4. Grant from Robert Lewis, et. al. to the Greenwich Water Company, dated August 18, 1900 and recorded in Book 89 at Page 56 of the Greenwich land records, insofar as the same may affect the premises.
5. Grant from Anna Gross, et. al. to The Greenwich Water Company, dated April 21, 1962 and recorded in Book 668 at Page 256 of the Greenwich land records.
6. The obligations of a certain Easement Agreement recorded in Book 2554 at Page 211 of the Greenwich land records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said grantee, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to them and their own proper use and belief, and also, we the said grantors do for ourselves, our heirs and assigns, covenant with the said grantee, and unto the survivor of them, and unto such survivor's heirs and assigns, that at and until the ensembling of these presents we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as is above written, and that the same are free from all encumbrances whatsoever, except as aforesaid; and

FURTHERMORE, we, the said grantors do by these presents bind ourselves, our heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to them the said grantee, and unto the survivor of them, and unto such survivor's heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

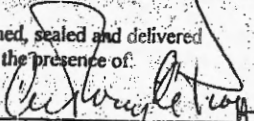
5720 00/100  
Lodgement for Receiver  
*Pernella C. Bulkin*  
Clerk of Greenwich

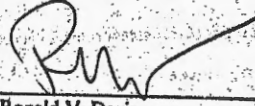
\$48,000 00/100 state  
Lodgement for Receiver  
*Pernella C. Bulkin*  
Clerk of Greenwich

BK 3109PG0003

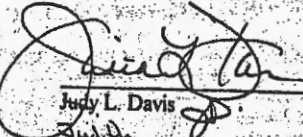
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21<sup>st</sup> day of June, 1998.

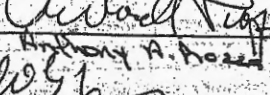
Signed, sealed and delivered  
in the presence of:


  
\_\_\_\_\_  
Anthony A. Nozza

  
\_\_\_\_\_  
Ronald V. Davis

  
\_\_\_\_\_  
Wilder G. Gleason

  
\_\_\_\_\_  
Judy L. Davis

  
\_\_\_\_\_  
Anthony A. Nozza

  
\_\_\_\_\_  
Wilder G. Gleason

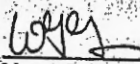
STATE OF CONNECTICUT )

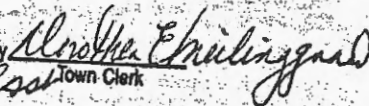
COUNTY OF FAIRFIELD )

) ss: #Stamford

June 24, 1998

Personally appeared, RONALD V. DAVIS and JUDY L. DAVIS, signers and sealers of the foregoing instrument and acknowledged same to be their free act and deed, before me.

  
\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court

Received for Record JUL 1 1998 at 8:50 M, and recorded by   
Ass't Town Clerk

# Exhibit D

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

IN RE: :  
 :  
PETITION OF JONATHAN KALLMAN, :  
STEPHEN M. ZIDE, THE 8 INDIAN DRIVE :  
NOMINEE REAL ESTATE TRUST, AND :  
JOHN SHAW FOR A DECLARATORY :  
RULING : December 31, 2015

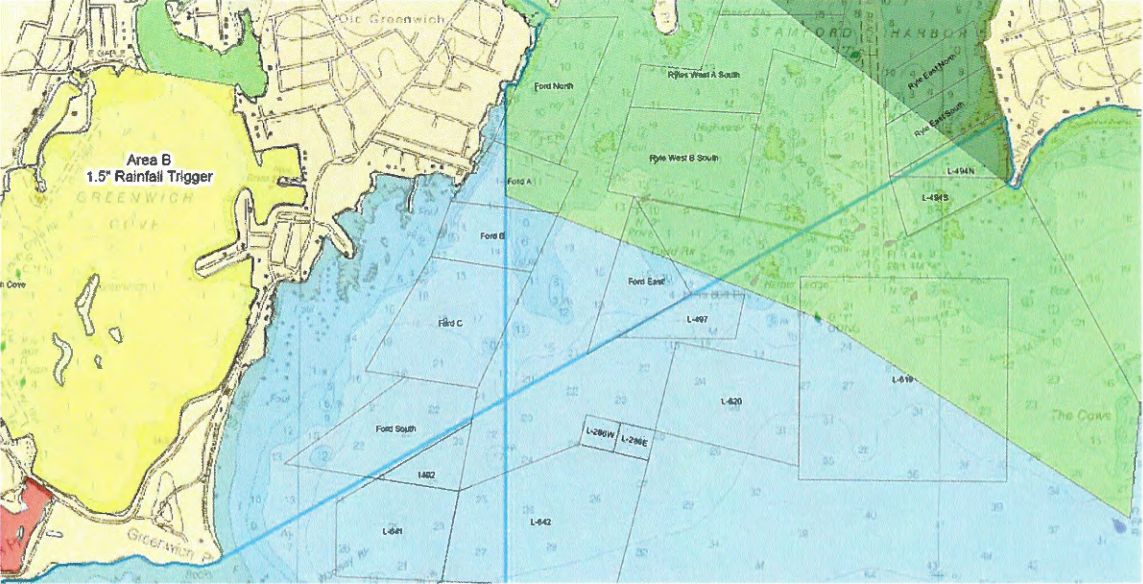
**AFFIDAVIT OF RAYMOND L. REDNISS**

I, Raymond Redniss, do hereby depose and say under penalty of perjury:

1. I am over eighteen years of age.
2. I am Senior Vice President of Redniss & Mead, Inc. (“Redniss & Mead”).
3. I have am a professional land surveyor, licensed pursuant to Connecticut General Statutes § 20-302 *et seq.* I have been a surveyor for forty (40) years. A copy of my C.V. is attached hereto as Exhibit 1.
4. I have been periodically involved in the mapping of shellfish beds in the County of Fairfield, State of Connecticut for twenty eight (28) years.
5. In the fall of 2014, Redniss & Mead was retained by Jonathan Kallman, John Shaw and Stephen M. Zide to conduct an investigation of the location of the shellfish beds that are indicated as Ford North, Ford A, Ford B, Ford C, and Ford South (the “Ford Beds”) on the *Commercial Area Shellfish Map: Greenwich to Stamford* (the “Shellfish Map”), issued by the



Department of Agriculture, Bureau of Aquaculture (the “Bureau”), an excerpt of which is below, and a copy of which is attached hereto as Exhibit 2.<sup>1</sup>



6. From October 2014 to October 2015, I conducted intensive and extensive research of land and shellfish records stored at the offices of the Greenwich Town Clerk and Stamford Town Clerk, as well as the G.W. Blunt White Library, the Bureau of Aquaculture, and the University of Connecticut Mapping and Geographic Information Center (MAGIC) in order to ascertain the location of the Ford Grounds presently licensed to Robert Griffith (“Griffith”).

7. As described more particularly herein, neither the size nor the location of the Ford Beds indicated on the Shellfish Map are corroborated by the historic record. I have been unable to

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<sup>1</sup> For purposes of clarification, the term “Ford Beds”, as used in this affidavit, shall mean the shellfish beds that are depicted as Ford North, Ford A, Ford B, Ford C, and Ford South on the Bureau’s Shellfish Map. “Ford Beds”, therefore, refers exclusively to the areas demarcated by the Bureau as Ford North, Ford A, Ford B, Ford C, and Ford South. Conversely, the term “Ford Grounds”, as used in this affidavit, shall mean the *actual* oyster beds, described in the Greenwich and Stamford land and shellfish records as belonging to the Ford family, which oyster beds most likely consist of a lesser sum of acres than depicted on the Shellfish Map, and which oyster beds almost certainly bear different boundaries from those demarcated by the Bureau.



document that the approximately 183 +/- acres of shellfish beds, that allegedly make up the Ford Beds to which Griffith now claims license, exist. To the extent that a lesser amount of acres may exist within that area demarcated on the Shellfish Map as the Ford Beds, I have been unable to (a) ascertain the locations of these beds, and (b) locate proof that these beds were validly granted to predecessors of the current owner by either the Greenwich or Stamford Shellfish Committees.

### **Robert Griffith's License To The Ford Grounds**

#### **A. Ellen Woelfel to Robert Griffith (2012):**

8. Presently, Griffith claims license to the Ford Grounds pursuant to a Power of Attorney from the owner of the grounds, Ellen Woelfel ("Woelfel"), dated June 26, 2013, a copy of which is attached hereto as Exhibit 3. Therein, Woelfel describes her interest in "real property in Stamford and Greenwich, Connecticut, which consists of **150 acres**, more or less, of shellfishing grounds ... more particularly described in Schedule A attached hereto." (Emphasis added.) The "Schedule A" appended thereto, however, purports to comprise a total acreage of **183.33 acres**. This is the most recent in a series of inexplicable discrepancies plaguing the history of title transfers involving the Ford Grounds.

9. Further beclouding these measurements, Ellen Woelfel has been assessed a property tax by the Greenwich Tax Assessor based upon **119.8 acres** of shellfish grounds located within the Town of Greenwich, valued at \$100.00 per acre, or a total fair market value of \$12,000. The reason for this discrepancy between **150 acres** referenced in the license, the **183.33 acres** described in its attached schedule, and the **119.8 acres** taxed is unknown.

10. Woelfel has not been assessed any property tax by the Stamford Tax Assessor based upon any shellfish grounds allegedly owned by her within the City of Stamford. *See* Exhibit 4.

## Problems With The Chain Of Title To The Ford Grounds

### A. Chris A. Ford to Ellen Woelfel (2012)

#### i. *Grounds Purportedly in Greenwich*

11. In 1997, Chris A. Ford licensed to Griffith the rights to “fish [his] shellfish grounds located in both Greenwich, Connecticut and Stamford, Connecticut.” *See* Exhibit 5.

12. Woelfel was previously married to Chris A. Ford, but they divorced in 2011, at which time Woelfel acquired her interest to the Ford Grounds.

13. In accordance with the terms of Woelfel’s Judgment of Dissolution and Separation Agreement with Chris A. Ford, Woelfel received:

- a. A quit claim deed<sup>2</sup> purporting to release all of Chris A. Ford’s right, title and interest in “four acres ... bounded northerly by Tomac Harbor, so-called: easterly by lands now or formerly of William A. Cummings an land formerly of Frelinghuysen Ferris; southerly by ground now or formerly of Oliver Ford and westerly by the shore

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<sup>2</sup> A quit claim deed is an instrument of conveyance of real property that passes any title, claim or interest that the grantor has in the premises but does not make any representations as to the validity of such title. *See* Conn. Gen. Stat. § 47-36f (“A ... “Quitclaim Deed” ... has the force and effect of a conveyance to the release of all the releasor’s right, title and interest in and to the property described therein except as otherwise limited therein, but without any covenants of title.”). A quit claim deed thus relieves the grantor of liability regarding ownership of the property, and releases the grantor from liability to the grantee if a competing claim to the property is later discovered. Accordingly, a quit claim deed is not a guarantee that the grantor has clear or absolute title to the property; rather it is a relinquishment of the grantor’s rights, if any, in the property. By contrast, in a warranty deed, the grantor promises that he owns the property with no competing claims. *See* Conn. Gen. Stat. § 47-36d (“A ... “Warranty Deed” ... has the force and effect of conveying title in fee simple to the grantee, with covenants on the part of the grantor to the grantee, for himself and for his heirs, executors and administrators (1) that at the time of delivery of the deed he is lawfully seized in fee simple of the granted premises, (2) that the granted premises are free from all encumbrances except as therein set forth, (3) that he has good right, full power and lawful authority to sell and convey the same to the grantee and (4) that the grantor shall, and his heirs, executors and administrators shall, warrant and defend the granted premises to the grantee and his assigns forever against the claims and demands of all persons, except as therein set forth.”)

mainland, so called,” which Deed was recorded in the Greenwich Land Records on May 8, 2012, in Book 6337 at page 320, a copy of which is attached hereto as Exhibit 6.

- b. A quit claim deed purporting to release all of Chris A. Ford’s right, title and interest in (i) 58 acres, bounded westerly by “no ground designated,” which Deed was recorded in the Greenwich Land Records on May 8, 2012, in Book 6337 at page 322, a copy of which is attached hereto as Exhibit 7.

***ii. Grounds Purportedly in Stamford***

14. In addition, by virtue of a quit claim deed recorded in the Stamford Land Records on May 9, 2012, in Book 10418 at page 23, a copy of which is attached hereto as Exhibit 8, Chris A. Ford purported to release to Woelfel his right, title and interest in:

All that certain tract, piece or parcel of land, comprising the Oyster Grounds in the City of Stamford, County of Fairfield and State of Connecticut owned by CHRIS A. FORD which general boundaries are Easterly by the West end of the Stamford Breakwater, Northwesterly by Red Island and Westerly by the Greenwich Stamford Town Line and the Ford Estate.” The cited abutters make it impossible to determine the actual size of the tract.

**B. Alice Marie Ford and Marie B. Ford to Chris A. Ford (1996/1997)**

***i. Grounds Purportedly in Greenwich***

15. Chris A. Ford supposedly acquired title to the Ford Grounds in 1996 and/or 1997 by way of the three separate quit claim deeds, conveyed by two separate transferors, purporting to transfer interests in what appear to be the similar unidentifiable tracts shellfish beds.

- a. The first of these deeds, a copy of which is attached hereto as Exhibit 9 is recorded in the Greenwich Land Records in Book 2874 at page 142 and the Greenwich Oyster Grounds Book 5 at page 165. It is dated February 13, 1996, and was received for

record on February 15, 1996. Therein, Alice Marie Ford purports to release to Chris

A. Ford:

All certain Oyster Plantation in said Greenwich as designated by the Committee of said Town, for that purpose appointed, with the Oysters, Clams and Mussels therein planted and described as follows:

Schedule A

All that certain Oyster Plantation in said Stamford Greenwich [sic], as designated by the Committee of said Town of Greenwich for that purpose appointed, with the Oysters therein planted and described as follows: Containing **Fifty-eight (58) acres**, more or less, and bounded Northerly by grounds now or late of Oliver L. Ford and Hezekiah P. Newman and separated therefrom by the following range. Large Elm Tree over the North Side of Abrams' Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range, Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range, Brick Chimney open by William A. Cumming's house.

Schedule B

All that certain piece of Oyster Ground, with the oysters, Clams, and Mussels thereon, situated in the water of Long Island Sound, in the Town of Greenwich County of Fairfield and State of Connecticut, and bounded and described as follows, to wit: Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by Oyster ground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity **fifty (50) acres**, more or less. Being Oyster grounds formerly owned by Emilie Frances Ford, late of the said Town of Greenwich, deceased.

- b. The second of these deeds, a copy of which is attached hereto as Exhibit 10 is recorded in the Greenwich Land Records in Book 2812 at pages 108 and 109. It is dated July 12, 1996. Therein, Marie B. Ford, individually as sole beneficiary of the Estate of Calvin G. Ford, her deceased husband, purports to release to Chris A. Ford:

All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and

other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

Schedule A

All that certain Oyster Plantation in said ~~Stamford~~ Greenwich, as designated by the Committee of said Town of Greenwich for that purpose appointed, with the Oysters therein planted and described as follows: Containing Fifty-eight (**58**) acres, more or less, and bounded Northerly by grounds now or late of Oliver L. Ford and Hazekiah O. Newman and separated therefrom by the following range. Large Elm Tree over the North Side of Abrams' Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range. Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range. Brick Chimney open by William A. Cumming's house.

Schedule B

(None.)

- c. The third of these deeds, a copy of which is attached hereto as Exhibit 11, is recorded in the Greenwich Oyster Records in Book 5 at Page 166. It is dated January 11, 1997, and was received for record on January 21, 1997. Therein, Alice Marie Ford, sole beneficiary of the Estate of Carl A. Ford, deceased, purports to release to Chris A.

Ford:

All certain Oyster Plantation in said Greenwich, as designated by the Committee of said Town, for that purpose, appointed, with the Oysters, Clams and Mussels therein planted, and described as follows: All that certain tract, place or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

All that certain piece or parcel of land comprising of oyster grounds in the Town of Greenwich, County of Fairfield and State of Connecticut in quantity **four (4) acres**, more or less, bounded northerly by Tomac Harbor, so-called: easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris; southerly by



ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 15, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82.

Schedule A  
(None.)

Schedule B  
(None.)

16. The specific locations and limits of the Ford Grounds described in the foregoing deeds cannot be ascertained. For example, with regard to the identical Schedule A descriptions attached to the quit claim deeds conveyed by Alice Marie Ford and Marie B. Ford, it is impossible to identify the “Large Elm Tree over the North Side of Abrams’ Island,” the “Bunch of Trees over Episcopal Church, Stamford,” and the “Brick Chimney open by William A. Cumming’s house.” Further beclouding this description is its Westerly boundary by “no ground designated.” Also, while Tomac Cove is now known as the lower reaches of Tomac Creek, there is no indication in the historical record what was meant by “Tomac Harbor, so called” or “Tomock Harbour” as it was called in the first deed from 1889 mentioning this tract.

17. In addition, the third quit claim deed referenced above, from Alice Marie Ford, sole beneficiary of the Estate of Carl A. Ford, deceased, dated January 16, 1997, transfers, by reference,<sup>3</sup> the tracts described in her 1996 deed, plus another oyster ground totaling four acres in size, the description of which was taken from a prior quit claim deed from George A. Husted to James E. Husted in 1889. It is virtually impossible to determine whether these additional four acres are part of the subject Ford Grounds or whether Alice Marie Ford had any interest in the

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<sup>3</sup> No schedules are actually attached to the instrument recorded in the Greenwich Oyster Grounds Book 5 at page 166.

beds that would allow her to transfer them to anyone. *See Discussion of Husted Tracts at ¶¶ 31-34, infra.*

*ii. Grounds Purportedly in Stamford*

18. In addition, by virtue of a quit claim deed dated January 16, 1997, and recorded in the Stamford Land Records on January 21, 1997, at Book 4701, Pages 195-96, a copy of which is attached hereto as Exhibit 12, Chris A. Ford supposedly acquired title from Alice Marie Ford, sole beneficiary of the Estate of Carl A. Ford, deceased, to:

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restricts, easements and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

Schedule A

All that certain piece or parcel of land comprising of oyster grounds in the City of Stamford, County of Fairfield and State of Connecticut containing in quantity **(16) acres**, more or less, bounded northerly by the grounds now or formerly of George A. Husted easterly by Middle Ledge, so-called: southerly by ground now or formerly of George F. Husted and westerly by ground now or formerly of George F. Husted and westerly by Lafayette Ledge, so-called.

Schedule B

(None.)

19. By virtue of a simultaneously recorded quit claim deed dated January 16, 1997, and recorded in the Stamford Land Records on January 21, 1997, at Book 4701, Pages 197-98, a copy of which is attached hereto as Exhibit 13, Alice Marie Ford, sole beneficiary of the Estate of Carl A. Ford, deceased, conveyed to Chris A. Ford:

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restricts, easements and other matters pertaining thereto as further set forth on said

Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

Schedule A

All that certain piece or parcel of land comprising about **10 acres** of oyster ground, located in Tomac Harbor in the City of Stamford, County of Fairfield and State of Connecticut, and generally bounded northerly by a straight line running westerly from Diana Rock, so-called, to other land of Carl A. Ford at the northeast corner thereof, conveyed to him by deed recorded in the Greenwich Oyster Records in Book 5 at Page 134 as the second tract; easterly by a straight line running between said Diana Rock and the northerly most point of Red Island, Red Island and Red Island Reef; southerly by other land of Carl A. Ford conveyed to him by Eliza B. Ford by deed recorded in Book 5 at Page 139 of said Oyster Records; and westerly by other land of Carl A. Ford conveyed to him by deed recorded in Book 5 at Page 134 of said Oyster Records.<sup>4</sup>

Schedule B

(None.)

20. The specific locations, perimeters of the Grounds described in the foregoing deeds cannot be ascertained. For example, with regard to the Schedule A located in the Stamford Land Records at Book 4701, Page 196, - even after exhaustive research in historic navigational records - it is virtually impossible to identify “Diana Rock, so-called,” the undefined “other land of Carl A. Ford at the northeast corner thereof,” “Red Island” and “Red Island Reef.” Similarly, with regard to the Schedule A located in the Stamford Land Records at Book 4701, Page 198, it is likewise impossible to accurately identify “Lafayette Ledge, so-called,” let alone any of the Husted grounds. The only location of “Red Island” is found chartered northerly of Little Captain’s Island in Captain’s Harbor.

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<sup>4</sup> This same description appears in a quit claim deed dated January 9, 1968, and recorded in the Stamford Land Records in Book 4501 at Pages 145-46 on December 8, 1995, as well as in the Greenwich Land Records in Book 767 at Page 81, recorded on January 11, 1968, copies of which are appended to Exhibit 14. The recording of deeds in both municipalities raises further questions as to where the beds are located.

21. Notwithstanding all of the foregoing ambiguities, in an attempt to better unify the nebulous mosaic of descriptions referenced in the deeds of Carl A. Ford, I undertook to resurrect the historic record of all grounds and abutters referenced the deeds of Carl A. Ford, and his relevant predecessors in title. As more fully described below, based on available information, the specific location and limits of the Ford Grounds cannot be ascertained, and it is virtually impossible to resurrect the historic record. Boundary descriptions are largely carryovers from mid- to late 19<sup>th</sup> century descriptions of shellfish grounds, with boundaries based on natural features (trees, rocks) and buildings or upland areas with place names in existence at that time (*i.e.*, “so-called”). Based on the Town Clerks’ indices, the chain of title has gaps. It is essentially impossible to determine from information of record at Greenwich Town Hall and the Stamford Government Center the location and geometry of the Ford Grounds.

**C. Further Breakdowns in Title**

*i. Problems with Carl A Ford’s Unification of Ford and Husted Tracts*

22. Enclosure of the Ford Grounds, wherever they may in fact be located, and conveyance thereof was pursued in an ad hoc fashion. As of 1940, Carl A. Ford, predecessor in title to Chris A. Ford, purportedly held title to multiple tracts of shellfish grounds in the municipal waters of lower Fairfield County, two of which grounds may have been located somewhere in Stamford Harbor and/or Tomac Cove. In theory, a rough timeline of the unification, which is explained in detail below, appears – albeit defectively – as follows:

**The Original Ford Beds (Unknown Amount Originally Granted to Fords (1866) → Twenty Acres (1899) → Fifty Acres to Carl A. Ford (1940))**

**The Original Husted Beds (Approximately 20 Acres to Chris A. Ford in 1936)**

- April 10, 1866**

1. **Town of Greenwich to Oliver L. Ford, Jr. (Exhibit 20) (2 Acres)**  
 a. Date: April 10, 1866  
 b. Description: "Commencing at a point opposite the South part of Indian Rock running South nearly parallel with the shore on the South. Bounded by Ground set to Charles W. Ford. East by Jones Ledge and North by Ground set to Abel Ferris & Frelinghuysen Ferris. The dimensions being from N to S. 15 Rds. nearly - and E to W. 22 rods."
- May 1, 1899**

2. **Oliver Ford to Andrew Radel (Exhibit 17) (20 Acres)**  
 a. Date: May 1, 1899  
 b. Description: "Those certain pieces of Oyster Ground situated under the waters of the Town of Greenwich, and recorded in the Book Oyster Records on Pages 12-56-61-58-59-223-225-421-422-of said town and containing in all eighteen acres. Also two acres designated to Henry Hanks and two acres designated to Flora A. Hanks."
- March 3, 1903**

3. **Andrew Radel to Emilie F. Ford (20 Acres)**  
 a. Date: March 3, 1903  
 b. Description: "Those certain pieces of Oyster Ground situated under the waters of the Town of Greenwich, and recorded in the Book Oyster Records on Pages 12-56-61-58-59-223-225-421-422-of said town and containing in all eighteen acres. Also to [sic] acres designated to Henry Hanks and two acres designated to Flora A. Hanks. The same being the property heretofore deeded by Oliver L. Ford to Andrew Radel under date of May 1, 1899. Recorded May 9th, 1899 at the town Clerk's Office, Greenwich, Conn, recorded on page 225 Vol. 4 of the records of oyster Franchises."
- February 19, 1915**

4. **Olivia A. Ford et als to Elzie B. Ford (Exhibit 18) (50 Acres)**  
 a. Date: February 19, 1915  
 b. Description: "All that certain place of Oyster Ground ... situated in the waters of Long Island Sound in the Town of Greenwich, ... and bounded and described as follows to wit: Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by oyster ground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity fifty (50) acres, more or less. Being Oyster grounds formerly owned by Emilie Frances Ford, late of the said Town of Greenwich, deceased."
- September 9, 1940**

5. **Elzie B. Ford to Carl A. Ford (Exhibit 14) (50 Acres)**  
 a. Date: September 9, 1940  
 b. Description: "All that certain place of Oyster Ground ... situated in the waters of Long Island Sound in the Town of Greenwich, ... and bounded and described as follows to wit: Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by oyster ground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity fifty (50) acres, more or less. Being Oyster grounds that was conveyed to the said Elzie B. Ford by Olivia Ann Ford, et als, by deed dated February 19th, 1915, and recorded in the Oyster Shell Fisheries Book in the Town Clerks Office of Greenwich, Connecticut, in Book 4 of Page 225."

- January 14, 1889**

1. **George A. Husted to James E. Husted (Exhibit 22) (20 Acres)**  
 a. Date: January 14, 1889  
 b. Description: "The first tract containing in quantity Sixteen Acres Bounded Northerly by the ground of said George A. Husted, Easterly by Middle Ledge so called, Southerly by ground of George F. Husted and Westerly by Lafayette Ledge so called. The second of said tracts containing in quantity Four (4) Acres Bounded Northerly by Tomack Harbor so called, Easterly by lands of Willing A. Cummings and Frelinghuysen Ferris, Southerly by Ground of Oliver Ford and Westerly Shore main land so called."
- August 21, 1936**

2. **Mary Bell Weed, E. Keith Burley, Executor of the Estate of Theodora S. Burley, Gladys Louise Kingsbury, Joseph H. Swathel, Franklyn A. Swathel, Guardian of Jane E. Swathel and Ralph H. Swathel, minors to Carl A. Ford (Exhibit 24) (20 Acres)**  
 a. Date: August 21, 1936  
 b. Description: "... all those two certain pieces of oyster plantation in this said town of Greenwich, as designed by the committee of sid town for that purpose appointed, together with the oysters, clams and mussels therein planted or growing thereon, bounded and described as follows: FIRST TRACT: containing in quantity sixteen (16) acres, more or less, bounded northerly by the grounds now or formerly of George A. Husted easterly by Middle Ledge, so-called; southerly by ground now or formerly of George F. Husted and westerly by Lafayette Ledge, so-called. SECOND TRACT: in quantity four (4) acres, more or less, bounded notherly by Tomack Harbor, so-called; easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris, southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82."

**The Carl A. Ford Beds (Husted plus Original Ford Beds)**

- February 13, 1896**

1. **Alice Marie Ford to Chris A. Ford (Exhibit 9)**  
 a. Date: February 13, 1896  
 b. Description: All certain Oyster Plantation in said Greenwich as designated by the Committee of said Town, for that purpose appointed, with the Oysters, Clams and Mussels therein planted and described as follows:  
**Schedule A.** All that certain Oyster Plantation in said Stamford Greenwich, as designated by the Committee of said Town of Greenwich for that purpose appointed, with the Oysters therein planted and described as follows: Containing Fifty-eight (58) acres, more or less, and bounded Northerly by grounds now or late of Oliver L. Ford and Hazekiah O. Newman and separated therefrom by the following range. Large Elm Tree over the North Side of Abrams' Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range. Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range. Brnck Chimney open by William A. Cumming's house.  
**Schedule B.** All that certain place of Oyster Ground, with the oysters, Clams, and Mussels thereon, situated in the water of Long island Sound, in the Town of Greenwich County of Fairfield and State of Connecticut, and bounded and described as follows: to wit: Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford, Easterly by Oyster ground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles M. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendris and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity fifty (50) acres, more or less. Being Oyster grounds formerly owned by Emilie Frances Ford, late of the said Town of Greenwich, deceased.
- July 12/23, 1936**

2. **Marie B. Ford, beneficiary of Estate of Calvin G. Ford, to Chris A. Ford (Exhibit 10)**  
 a. Date: July 12, 1936  
 b. Description: All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.  
**Schedule A.** All that certain Oyster Plantation in said Stamford Greenwich, as designated by the Committee of said Town of Greenwich for that purpose appointed, with the Oysters therein planted and described as follows: Containing Fifty-eight (58) acres, more or less, and bounded Northerly by grounds now or late of Oliver L. Ford and Hazekiah O. Newman and separated therefrom by the following range. Large Elm Tree over the North Side of Abrams' Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range. Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range. Brick Chimney open by William A. Cumming's house.  
 (Schedule B not attached.)
- January 11/17 1937**

3. **Alice Marie Ford, beneficiary of Estate of Carl A. Ford, to Chris A. Ford (Exhibit 11)**  
 a. Date: January 11, 1937  
 b. Description: "All certain Oyster Plantation in said Greenwich, as designated by the Committee of said Town, for that purpose, appointed, with the Oysters, Clams and Mussels therein planted, and described as follows: All that certain tract, place or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.  
 All that certain piece or parcel of land comprising of oyster grounds in the Town of Greenwich, County of Fairfield and State of Connecticut in quantity four (4) acres, more or less, bounded northerly by Tomack Harbor, so-called; easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris, southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called, being the same premises described in a deed from George A. Husted to James E. Husted, dated January 15, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82."



a. *The Ford Tract (1940)*

23. One of these two tracts was conveyed by Elzie B. Ford to Carl Austin Ford by way of a quit claim deed dated and recorded in the Greenwich Oyster Records on September 9, 1940, in Book 5 at Page 139, a copy of which is attached hereto as Exhibit 15, whereby Carl Austin Ford purportedly acquired:

All that certain place of Oyster Ground, with oysters, clams and mussels thereon, situated in the waters of Long Island Sound in the Town of Greenwich, County of Fairfield and State of Connecticut and bounded and described as follows to wit: All that certain piece of Oyster Ground, with the oysters, Clams and [illegible] thereon, situated in the water of Long Island Sound, in the Town of Greenwich, County of Fairfield and State of Connecticut, and bounded and described as follows, to wit: Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by oyster ground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity **fifty (50) acres**, more or less. Being Oyster grounds that was conveyed to the said Elzie B. Ford by Olivia Ann Ford, et als, by deed dated February 19th, 1915, and recorded in the Oyster Shell Fisheries Book in the Town Clerks Office of Greenwich, Connecticut, in Book 4 of Page 225.

24. The specific location and perimeter of the **fifty (50) acres** described in the foregoing deed cannot be ascertained. It is virtually impossible to map, let alone identify, the particular "Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford"<sup>5</sup> purportedly to the north of the grounds conveyed. More unknown are the locations of the "oyster grounds of Clarence E. Palmer and Tiles Ledge, so-called" and the "oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as 'The Riggs.'"

25. By its own description, the foregoing deed (Exhibit 15) purports to convey the same "Oyster grounds that was conveyed to the said Elzie B. Ford by Olivia Ann Ford, et als, by deed

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<sup>5</sup> The grounds of A. Lincoln Ford located nearby the subject area total only six (6) acres. See Stamford Land Records, Book 1 at Pages 499-504, copies of which are attached hereto as Exhibit 16.

dated February 19th, 1915, and recorded in the Oyster Shell Fisheries Book in the Town Clerks Office of Greenwich, Connecticut, in Book 4 of Page 225.” This is incorrect, though most likely a scrivener’s error. The instrument recorded at Page 225 of Book 4 of the Greenwich Oyster Records, a copy of which is attached hereto as Exhibit 17, is a quit claim deed from Oliver L. Ford to Andrew Radel, conveying: “Those certain pieces of Oyster Ground situated under the waters of the Town of Greenwich, and recorded in the Book Oyster Records on Pages 12-56-61-58-59-223-225-421-422-of said town and containing in *all eighteen acres*. Also *two acres* designated to Henry Hanks and *two acres* designated to Flora A. Hanks.”

26. In fact, the “Oyster grounds ... conveyed to ... Elzie B. Ford by Olivia Ann Ford, et als, by deed dated February 19th, 1915” are recorded in Book 4 of the Greenwich Oyster Records at Page 552, a copy of which is attached hereto as Exhibit 18, whereby Elzie B. Ford purportedly acquired:

All that certain piece of Oyster Ground, with the oysters, Clams, and Musels [sic] thereon, situated in the water of Long Island Sound, in the Town of Greenwich County of Fairfield and State of Connecticut, and bounded and described as follows, to wit; Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by oystergground [sic] of Clarence E. Palmer and Tiles Ledge, so-called,; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as ‘The Riggs’, containing in quantity **fifty (50) acres**, more or less.

27. In an attempt to resurrect the patchwork mosaic of grounds that may have belonged to Elzie Ford, I endeavored to identify possible grounds that may have been included in her fifty (50) acre conveyance to Carl Austin Ford. I have been unable to identify the basis for Elzie Ford’s purported claim to fifty (50) acres, and believe that her initial grounds were located southerly of the areas in dispute for the reasons described below.

28. By way of a deed recorded in the Greenwich Oyster Records on August 25, 1887 in Book 3 at Pages 209, a copy of which is attached hereto as Exhibit 19, the Greenwich Shellfish Committee initially designated to Elzie E.B. Ford “the following described place, not exceeding two acres in area, in the navigable waters of this State, lying within the limits of the Town of Greenwich”:

Bounded north by barn standing on Benjamin Ferris land over the South point of Indian Rock, so-called, East by ground set to Oliver L. Ford,<sup>6</sup> South by ground set to Emilie B. Ford,<sup>7</sup> and West by shoer [sic] dimensions being from North to South 15 rods nearly and from E. to West 22 Rds.

29. By locating the property of Benjamin Ferris and drawing a straight line southeast from the structure located thereon to “the South point of Indian Rock, so-called” the on a map titled “ATLAS OF THE RURAL COUNTRY D1 [STRICT] NORTH OF NEW YORK CITY EMBRACING THE ENTIRE WESTCHESTER COUNTY, NEW [YORK] ALSO A PORTION OF CONNECTICUT. GREENWICH, STAMFORD, NEW CAN[AAN,] WILTON AND RIDGEFIEL[D] COMPILED FROM MAPS AND SURVEYOR NOTES [AND] MAPS FROM ACTUAL SURVEYS FURNISHED BY INDIVIDUALS OWNERS [AND] FIND[INGS] BY OUR OWN CORPS OF ENGINEERS,” published by E. Belcher Hyde, No. 5 Beekman Street, Manhattan, No. 97 Liberty Street, Brooklyn, 1908, a copy of which is attached hereto as Exhibit 22, it is evident that the two-acres of grounds initially granted to Elzie B. Ford are

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<sup>6</sup> Pursuant to a document recorded in 1890, but backdated to 1866, Oliver L. Ford held title to grounds “not exceeding two acres in area ... Bounded West by a line running nearly parallel with the shore [and] South by ground set to Geo M. Thomas, East by Jones Ledge [and] North by ground set to Olivia A. Ford, the dimensions being from N. to S. 14 rds nearly [and] from W. to E. 22 rds.” See Greenwich Oyster Records, Book 3 at Page 210, a copy of which is attached hereto as Exhibit 20.

<sup>7</sup> At the time, Emilie W.B. Ford held title to grounds “not exceeding two acres in area ... Bounded north by Ground set to Elzey [sic] E.B. Ford, East by Ground set to Charles W. Ford and South by Ground set to Benjamin Pickett and West by Shore. Dimensions being 15 Rods N. to S. and E. to W. 22 Rods. See Greenwich Oyster Records, Book 3 at Page 210, a copy of which is attached hereto as Exhibit 21

located South and West of any of the Ford Grounds identified on the Bureau's Shellfish Map (Exhibit 2).

30. Based upon six instruments recorded in the Greenwich Shellfish Records, beginning at Page 56 of Book 1, as well as a seventh instrument recorded at Page 285 of Book 1, copies of which are attached hereto as Exhibit 23, I believe that the Ford family may have held between three and six two-acre tracts abutting one another along Jones Ledge, wherever that may be. However, even within these initial deeds, there are notable oddities rendering mapping virtually impossible. For example, a tract supposedly belonging to Adolphus A. Ford is bounded southerly by "grounds set to Emeline F. Ford" and a tract supposedly belonging to Olivia A. Ford is bound to the "North by Ground set to Emilie F. Ford." Despite diligent efforts, I could not obtain a deed belonging to Emeline F. Ford or Emilie F. Ford. However, included among the pages of Ford deeds recorded in the Greenwich Shellfish Records on May 16, 1866, is a deed to an "Emma F. Ford," binding two-tracts of land "North by Ground set to [illegible] B. Thomas .... [and] South by Ground set to Isabella B. Ford." These grounds do not abut Jones Ledge, so-called, and do not purport to run along the shore. *See* Exhibit 23. Thus, setting aside uncertainty as to their precise locations for the moment, some of the Ford Grounds that are purportedly in the vicinity of the area now in dispute (and the fifty (50) acres conveyed to Carl Austin Ford) may not have even abutted one another. Moreover, I cannot establish or identify a precise basis for the fifty (50) acres conveyed to Carl Austin Ford in 1940.

*b. The Husted Tracts (1936)*

31. The second tract of grounds belonging to Carl A. Ford which may have been located somewhere in Stamford Harbor and/or Tomac Cove was conveyed by Mary Bell Weed; E. Keith Burley, Executor of the Estate of Theodora S. Burley; Gladys Louise Kingsbury; Joseph H.

Swathel; and Franklyn A. Swathel, Guardian, Estates of Jane E. Swathel and Ralph H. Swathel, to Carl A. Ford by way of a quit claim deed recorded in the Greenwich Oyster Records on August 21, 1936, in Book 5 at Pages 134-35, a copy of which is attached hereto as Exhibit 24, whereby Carl A. Ford purportedly acquired:

[A]ll those two certain pieces of oyster plantation in this said town of Greenwich, as designed by the committee of said town for that purpose appointed, together with the oysters, clams and mussels therein planted or growing thereon, bounded and described as follows: **FIRST TRACT:** containing in quantity **sixteen (16) acres**, more or less, bounded northerly by the grounds now or formerly of George A. Husted easterly by Middle Ledge, so-called; southerly by ground now or formerly of George F. Husted and westerly by Lafayette Ledge, so-called. **SECOND TRACT:** in quantity **four (4) acres**, more or less, bounded northerly by Tomac Harbor, so-called; easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris; southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82.

32. The specific locations, metes and bounds of the “**FIRST TRACT**” **sixteen (16) acres** described in the foregoing deed cannot be ascertained. Notably, this description is identical to that set forth in Schedule A of the quit claim deed from Alice Marie Ford to Chris A. Ford in the Stamford Land Records on January 21, 1997, at Book 4701, Pages 197-98 (Exhibit 13). As articulated in Paragraph 20, above, it is virtually impossible to identify “Diana Rock, so-called,” the undefined “other land of Carl A. Ford at the northeast corner thereof,” “Red Island” and “Red Island Reef.” In addition, the fact that these beds are described in the 1936 deed to Carl A. Ford as being in Stamford further confuses the issue as to where they are located.

33. As indicated in the foregoing deed, the entire **twenty (20) acres** are purportedly the same acres previously conveyed in “a deed from George A. Husted to James E. Husted, dated January



14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82,” a copy of which is attached hereto as Exhibit 25, which describes:

The first tract containing in quantity **Sixteen Acres** Bounded Northerly by the ground of said George A. Husted, Easterly by Middle Ledge so called, Southerly by ground of George F. Husted and Westerly by Lafayette Ledge so called. The second of said tracts containing in quantity **Four (4) Acres** Bounded Northerly by Tomock Harbor so called, Easterly by lands of Willing A. Cummings and Frelinghuysen Ferris, Southerly by Ground of Oliver Ford and Westerly Shore main land so called.

34. Despite extensive efforts, I was unable to locate any map identifying “Middle Ledge” or “Lafayette Ledge.” However, even if such landmarks were preserved in the historic record, the precise location of the Husted Tracts would remain unknown because the description’s remaining boundaries are self-referencing. There simply is no initial, certain location from which a mosaic of the Husted Tract, as well as the Ford Tract, may be accurately mapped.

#### **D. Maps**

35. Based on available information, I remained unable to accurately map the specific location and limits of the Ford Grounds. I then contacted David Carey, Director of the Bureau, to ascertain how the Bureau went about mapping the Ford Beds on its Shellfish Map (Exhibit 2), as I could not identify any basis for the beds appearing as they are depicted on that map. David Carey informed me that the Shellfish Map was not created by the Bureau to prove title to the beds or to represent their accurate location. Rather, the location of the Ford Beds depicted on the Shellfish Map was based on a survey produced by S.E. Minor & Company, Inc. (“S.E. Minor”) in 1997 for Chris A. Ford, the former and then-purported-owner of the beds. A copy of an excerpt of the 1997 S.E. Minor map is attached hereto as Exhibit 26.<sup>8</sup>

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<sup>8</sup> Despite diligent effort, I could not obtain a complete copy of the S.E. Minor Map.

36. I then contacted the surveyor at S.E. Minor who was responsible for preparing the 1997 survey relied upon by the Bureau, who in turn confirmed that S.E. Minor did not conduct any title research on the shellfish beds located in the subject area and relied upon Chris A. Ford's claims about the area his family used to fish in order to determine the boundaries charted on the 1997 map.

37. Based upon my research, it appears as though the S.E. Minor map, without justification, significantly increases the area of Ford Grounds described in old deeds. In contrast to the S.E. Minor map, 1905 and 1957 Oyster Grounds maps produced by the State Shellfish Commission, copies of which are attached hereto as Exhibit 27 and Exhibit 28, respectively, which maps are, like the Bureau's current Shellfish Map, not evidence of title and are insufficient for purposes proving title to and a right of possession, indicate that the Ford Grounds were never previously reported or claimed by anyone as extending as far North as depicted on the 1997 S.E. Minor map or the Bureau's Shellfish Map. Given that the Ford Grounds must have been comprised of individual two-acre grants from the 1800's, their tracts should at least appear on maps from State Shellfish Commission maps from 1905 and 1957. They do not. The beds mapped on the State Shellfish Commission's 1905 and 1957 maps and the Bureau's current Shellfish Map simply are unsubstantiated by the historic record.

38. Based upon my research, the Shellfish Map on which Griffith relies is inaccurate and does not establish the boundaries of the shellfish grounds to which he claims a right. Further, as is obvious from a review of the historic record, the grounds to which Griffith may have rights are significantly smaller than his current claims.

**[The next page is the signature page.]**

Raymond L. Redniss  
Raymond L. Redniss

Subscribed and sworn to before me  
this 31<sup>st</sup> day of December, 2015.

Gayle E. Clarke  
Notary Public

**GAYLE E. CLARKE**  
Notary Public, State of Connecticut  
My Commission expires: 11/30/20

# **Exhibit 1**

# Redniss & Mead

**RAYMOND L. REDNISS, PLS**  
**Sr. Vice President**

## **Registration**

Professional Land Surveyor  
CT #10046 NY#49429

## **Professional Affiliations**

CALS  
LSPP  
NYSAPLS  
NSPS  
NELTA  
ACSM

## **Volunteer Efforts**

Member/Editor, Survey and Map  
Standards Advisory Committee

Member/Board of Examiners for  
Professional Engineers & Land  
Surveyors

Sierra Club

Young Mariners Foundation

Stamford Land Conservation Trust

Vice Chairman/Stamford Harbor  
Management Commission

## **Awards/Citations**

Surveyor of the Year, CALS  
Yachtsman of the Year, SYC  
Chester G. Rice Medal, SYC  
Roger H. Shope Award, YRA-LIS  
Owen C. Torrey Award, STC

## **Education**

Mitchell College  
University of Connecticut

*email:* [ray.redniss@rednissmead.com](mailto:ray.redniss@rednissmead.com)

Raymond L. Redniss is Senior Vice President of Redniss & Mead, Inc., a design and consulting firm specializing in land use, engineering, surveying, environmental consulting, urban design and site planning.

Mr. Redniss joined the firm in 1962 as a student draftsman and Rodman. Today, as principal land surveyor, his primary responsibilities encompass the general management and quality control of all survey projects. His specific responsibilities include preparation of detailed legal descriptions and air rights; conveyance mapping; research and opinions on tidal and riparian rights; reconstruction of boundary lines both through record descriptions and the evidence of possession; and, representing the firm and the profession as an expert witness on survey, boundary, and land use matters.

In his over fifty years of experience, Mr. Redniss has been involved in the surveying and planning of much of the major development of downtown Stamford, some of which include the Stamford Town Center, Landmark Square Complex, Park Square West, First Stamford Place, and is currently overseeing the survey coordination and processing for the Harbor Point Development. He has also been involved with many development projects throughout the Fairfield and Westchester County areas. Most visible of those is the Merritt Seven Complex in Norwalk. His involvement on this site has included the relocation of 2,300 feet of the River, detailed surveys and construction control; and comprehensive permit processing at the local, state and federal levels.

Mr. Redniss has been a Director of the Connecticut Association of Land Surveyors, Inc. since 1980, and it's President in 1993 and 1994. In those capacities he has been involved in writing, co-writing or editing publications such as: Connecticut Law Pertaining to Surveying and Boundaries; Connecticut Boundary Law (The Surveyor's Role); the current Standards for Surveys and Maps; and, in conducting seminars for the continuing education of land surveyors, regional Bar Associations, law firms and title companies. He has served as a Land Boundary and Use Consultant for many law firms, title insurance companies and development entities.

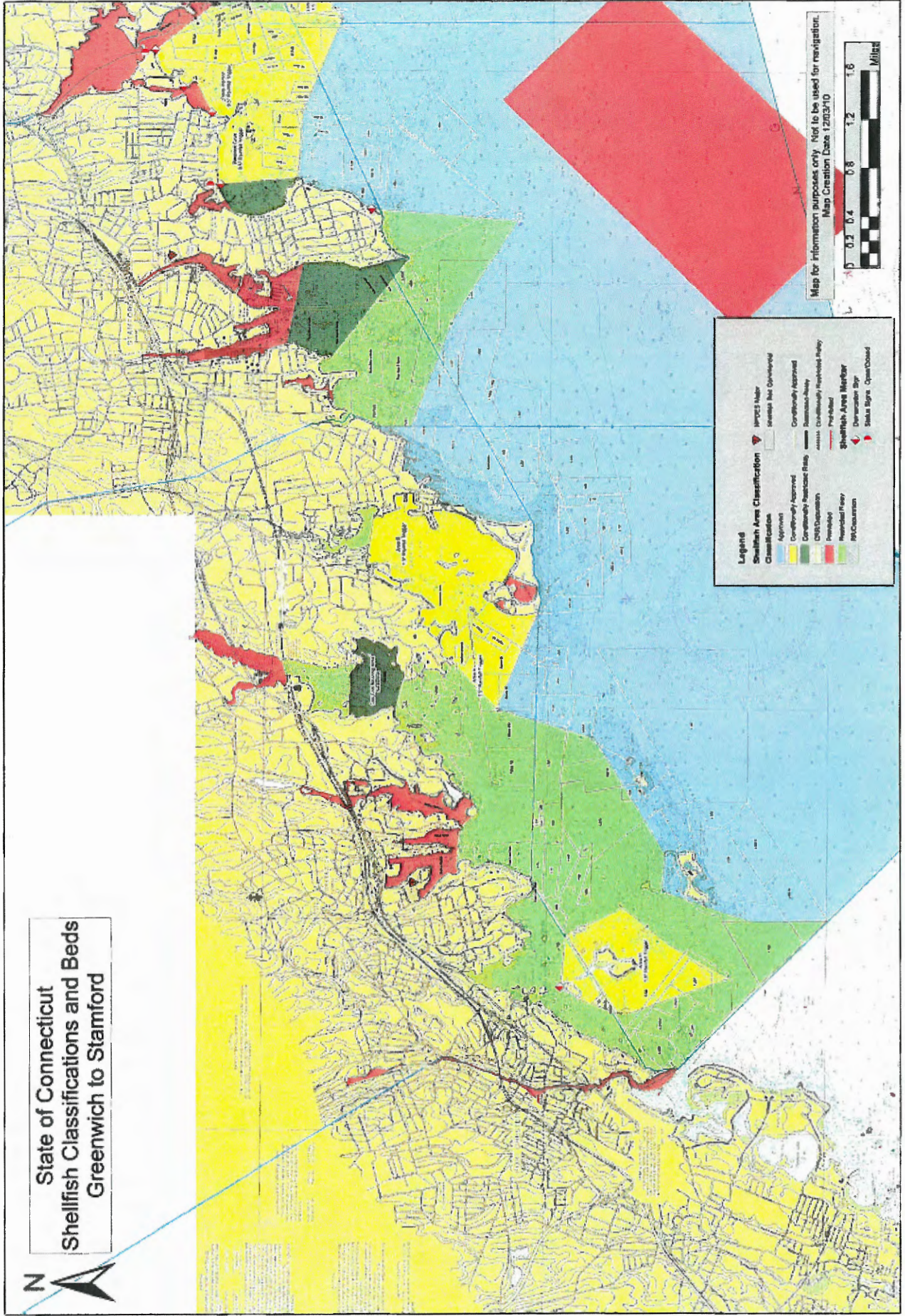
In 1995, the Connecticut Association of Land Surveyors selected Mr. Redniss as Surveyor of the Year. He is currently serving as a member of the CALS Code Revision Committee and the Board of Examiners for Professional Engineers & Land Surveyors Survey and Map Standards Advisory Committee of the Department of Consumer Protection.

In addition to his professional activities, Mr. Redniss is actively involved in recreational sailing and boating. He is currently on the Board of Directors of the Young Mariners Foundation, an organization dedicated to the education of under-served kids, and the Storm Trysail Club, a world-wide organization of experienced ocean sailors. He currently serves as Vice Chairman of the Stamford Harbor Management Commission, has served on the Board of the Stamford Yacht Club, and is a member of the Royal Ocean Racing Club. Mr. Redniss is also a long-time member and volunteer with the Stamford Land Conservation Trust and the Sierra Club.



# **Exhibit 2**

State of Connecticut  
Shellfish Classifications and Beds  
Greenwich to Stamford



**Legend**

**Shellfish Area Classification**

- Approved
- Conditionally Approved
- Conditionally Restricted
- Discontinued
- Prohibited
- Restricted
- Shellfish Area
- Shellfish Area Marker
- Shellfish Area Sign
- Shellfish Area Sign
- Shellfish Area Sign

**Classification**

- Approved
- Conditionally Approved
- Conditionally Restricted
- Discontinued
- Prohibited
- Restricted
- Shellfish Area
- Shellfish Area Marker
- Shellfish Area Sign
- Shellfish Area Sign
- Shellfish Area Sign

Map for information purposes only. Not to be used for navigation.  
Map Creation Date: 12/23/10

0 0.2 0.4 0.8 1.2 1.6 Miles

# **Exhibit 3**



## LIMITED POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, **ELLEN D. WOELFEL**, of 123 Capewell Avenue, Oakville, CT 06779-2303, as principal, have made, ordained, constituted and appointed and by these presents do make, ordain, constitute and appoint **ROBERT E. GRIFFITH** of 19 Crooked Trail, Rowayton, CT 06853, my true and lawful attorney, for me and in my name, place and stead, with regard to my real property in Stamford and Greenwich, Connecticut, which consists of 150 acres, more or less, of shellfishing grounds (hereafter "GROUNDS"), more particularly described in Schedule A attached hereto:

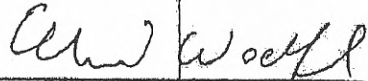
1. To have, use and take all lawful ways and means in my name, or otherwise, for the preservation and use for aquaculture of said GROUNDS, including interaction of every sort with all municipal, state, and federal authorities concerning the GROUNDS, including the authority to bargain, make contracts and agreements, and to enforce said contracts and agreements, applicable rules, regulations, public and private laws as my attorney-in-fact shall see fit.
2. To have, use and take all lawful ways and means in my name, or otherwise, for the protection of my rights in and to said GROUNDS, including action concerning unauthorized uses of said GROUNDS by others, including but not limited to mooring, dumping, encroaching upon, and fishing, as well as interaction of every sort with all municipal, state, and federal authorities concerning the GROUNDS, with the authority to bargain, make contracts and agreements, and to enforce said contracts and agreements, applicable rules, regulations, public and private laws as my attorney-in-fact shall see fit.
3. To have, use and take all lawful ways and means in my name, or otherwise, for the regulation of moorings on said GROUNDS, including rental agreements, collection of rent, fees, penalties, and interest assessed by my attorney-in-fact in his sole discretion to third parties for the installation, maintenance, removal, rental, and recovery of unpaid sums and costs of collection for same.
4. To act in my name, or otherwise, in all lawful ways and means, and generally to transact any business which may become necessary for the use, preservation, and protection of the GROUNDS.

GIVING AND GRANTING unto my said attorney full power and authority to do and

perform all and every act and thing whatsoever requisite and necessary to be done as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said attorney shall lawfully do or cause to be done by authority of these presents.

This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 26 day of June 2013.

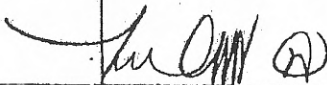
  
\_\_\_\_\_  
ELLEN D. WOELFEL

Signed, sealed and delivered  
in the presence of:

Lori Plourde of Lori Plourde  
Barbara Kida of Barbara Kida

STATE OF CONNECTICUT, )  
COUNTY OF Litchfield ) ss. \_\_\_\_\_ June 26, 2013

Personally appeared ELLEN D. WOELFEL, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

  
\_\_\_\_\_  
Notary Public

Attachment: SCHEDULE A



STATE OF CONNECTICUT  
BUREAU OF AQUACULTURE  
COMPUTATION OF LEASE AREA

Date: 3/13/2009

Lease Number is: 1

AREA = 45.58 Acres

Corner Positions

Cor. Num	Latitude	Longitude
1	41 01.405	73 33.021
2	41 01.059	73 33.192
3	41 01.115	73 33.395
4	41 01.405	73 33.236

STATE OF CONNECTICUT  
BUREAU OF AQUACULTURE  
COMPUTATION OF LEASE AREA

Date: 3/13/2009

Lease Number is: 2

AREA = 24.13 Acres

Corner Positions

Cor. Num	Latitude	Longitude
1	41 01.043	73 33.134
2	41 00.945	73 33.193
3	41 00.974	73 33.490
4	41 01.115	73 33.395

528

STATE OF CONNECTICUT  
BUREAU OF AQUACULTURE  
COMPUTATION OF LEASE AREA

Date: 3/13/2009

Lease Number-is: 3

AREA = 24.61 Acres

Corner Positions

Cor. Num	Latitude	Longitude
1	41 00.945	73 33.192
2	41 00.805	73 33.275
3	41 00.839	73 33.589
4	41 00.970	73 33.490

589

STATE OF CONNECTICUT  
BUREAU OF AQUACULTURE  
COMPUTATION OF LEASE AREA

Date: 3/13/2009

Lease Number is: 4

AREA = 44.60 Acres

Corner Positions

Cor. Num	Latitude	Longitude
1	41 00.805	73 33.275
2	41 00.530	73 33.438
3	41 00.568	73 33.663
4	41 00.839	73 33.519

792

STATE OF CONNECTICUT  
BUREAU OF AQUACULTURE  
COMPUTATION OF LEASE AREA

Date: 3/13/2009

Lease Number is: 5

AREA = 44.41 Acres

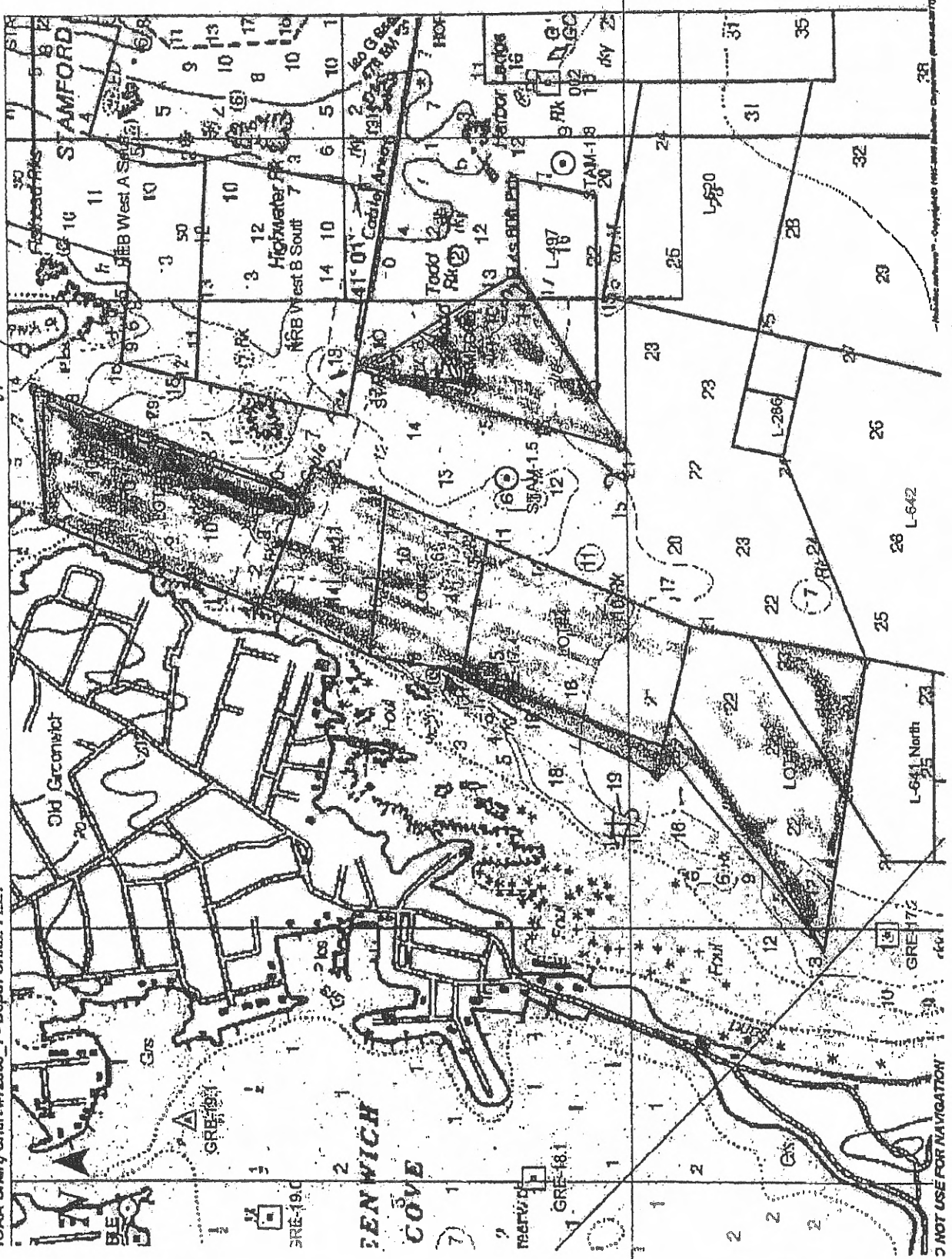
Corner Positions

Cor.

Num	Latitude	Longitude
1	41 00.530	73 33.438
2	41 00.449	73 33.456
3	41 00.315	73 33.751
4	41 00.347	73 34.041
5	41 00.557	73 33.593

663

ONG ISLAND SOUND WESTERN PART - 1 : 50,540  
IOAA Chart #12363 1 - Depth Units: FEET



NOT USE FOR NAVIGATION

#16  
Rocks





Stamford Harbor, Mooring Area  
Seasonal

Dorset Cove

Greenwill

1.5" Rainfall Trigger

SPECIAL ANCHORAGE  
110.1 & 110.38  
(see note A)

8390

873426

4-2 8441.73

82614  
638.14

1-6 4213.5

Approved 11/4

## **EXHIBIT 2**

CAROLYN C. SWIGGART  
ATTORNEY AT LAW  
125 MASON STREET  
GREENWICH, CONNECTICUT 06830  
TELEPHONE (203) 661-0459  
FACSIMILE (203) 724-2271

ADMITTED IN  
CONNECTICUT,  
RHODE ISLAND &  
MASSACHUSETTS

April 24, 2014

Ms. Karen Sadik-Khan  
41 Binney Lane  
Old Greenwich, CT 06870

Re: Moorings

Dear Ms. Sadik-Khan:

The Greenwich Harbor Master, Ian Macmillan, forwarded me your e-mail of April 23, 2014 concerning your desire to install two moorings off the shoreline from your home at 41 Binney Lane. I represent Robert Griffith, who has leasehold rights to fishing grounds designated as "Ford North," "Ford A," and "Ford B" on the enclosed map excerpt. I highlighted your property on the map for reference.

Mr. Griffith has the right to use the fishing grounds as a matter of law. It's where he makes his living as a shellfisherman. It is very important that the fishing grounds remain available to him to fish. Having said that, Mr. Griffith is aware that a number of shoreline owners have put down moorings over the years, and he is willing to cooperate. Therefore, he has set forth an area within his fishing grounds where shoreline owners may install moorings, which is shown as the area to the west (or left) side of the yellow line running from a point in "Ford B" to the top of "Ford North." All moorings and boat swing room must be to the west of that line.

Further, an annual agreement must be signed and fee paid before permission will be granted for such moorings to be installed. The season for moorings shall be May 1 to October 31. I enclose a copy of the map showing the mooring limit line and an agreement for you to sign and return with the fee at your earliest possibility. Failure to comply may result in the moorings pulled and stored at the owner's expense.

Thank you for your cooperation.

Very truly yours,

*Carolyn C. Swiggart*  
Carolyn C. Swiggart

Enclosures

cc: Mr. Robert E. Griffith  
Mr. Ian Macmillan, Greenwich Harbor Master  
CCS:jk

Please sign  
and return  
both counter-  
parts with your  
check in the  
amount of \$400.  
A fully executed  
copy will be returned.

AGREEMENT  
For Use of Certain Area Within Fishing Grounds

This Agreement, dated as of April \_\_\_\_\_, 2014, by and between ROBERT E. GRIFFITH of 19 Crooked Trail, Rowayton, Connecticut, (hereafter "Griffith"), as Attorney-In-Fact for ELLEN D. WOELFEL, Owner of certain fishing grounds located in Long Island Sound between Greenwich and Stamford in the State of Connecticut, and KAREN SADIK-KHAN, of 41 Binney Lane, Old Greenwich, Connecticut, as an Abutter (hereafter "Abutter"),

WHEREAS, the Abutter has property interests lying on the eastern shore of Old Greenwich, Connecticut by Binney Lane;

WHEREAS, the Griffith has certain fishing grounds designated as "Ford North" and "Ford A," and "Ford B" (hereafter "Fishing Grounds" shown on the attached chart designated as Exhibit A ) that abut the area next to the Abutter's Old Greenwich, Connecticut shoreline;

WHEREAS, Abutter desires to install TWO moorings into said Fishing Grounds;

NOW THEREFORE, the Parties agree as follows:

1. Abutter shall not install any mooring east of a line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A, nor shall any mooring have swing room east of that line.
2. Abutter may install the agreed upon moorings west of a line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A, during the period of May 1 through October 31 each year.
3. Abutter shall remove the agreed upon moorings west of the line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A for the period November 1 to April 30 each year.
4. Abutter shall pay Griffith an annual fee of TWO HUNDRED DOLLARS (\$200.00) PER MOORING that it causes to be installed within the Fishing Grounds west of the line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North Longitude 73° 33.193' West as shown on Exhibit A, during the period of May 1 through October 31 each year. Such payment shall be made to the order of Robert Griffith and sent with a signed copy of this Agreement to Attorney Carolyn C. Swiggart, 125 Mason Street, Greenwich, Connecticut 06830, or as otherwise directed, before any mooring is installed. Upon receipt of the executed Agreement and fee, Griffith will promptly communicate permission for the moorings to the Greenwich Harbor Master.
5. Griffith shall have no liability or responsibility for any mooring that Abutter installs or causes to be installed in the Fishing Grounds.

6. Abutter shall pay Griffith his costs to remove and store any mooring in the Fishing Grounds (a) for which an annual fee has not been paid, or (b) which remains after November 1, or (c) which is unapproved. Griffith shall not be responsible for any damage or loss of such mooring that is removed and stored by him or his agents.

7. Abutter shall pay Griffith's reasonable attorneys' fees and costs for the enforcement of this Agreement.

8. This Agreement may be annually renewable in writing. Griffith retains the right to change any or all of the terms herein upon the renewal. Griffith retains the right to decline to renew the Agreement.

9. No modification or waiver of any of the terms of this Agreement will be valid unless in writing and executed by both parties. No waiver of any breach hereunder will be deemed a waiver of any subsequent breach or default of the same or similar nature.

10. This Agreement is entered into under the laws of the State of Connecticut and in the construction or execution of the same, the laws of the State of Connecticut shall be deemed to apply and prevail. This Agreement shall be considered separable and, in the event that any portion of this Agreement is declared invalid by any court of competent jurisdiction, the same shall not affect the validity or affect any other portion or provision.

11. Except as otherwise provided herein, all of the provisions of this Agreement shall apply to, bind, and be obligations upon the heirs, executors, administrators, and assigns of the parties.

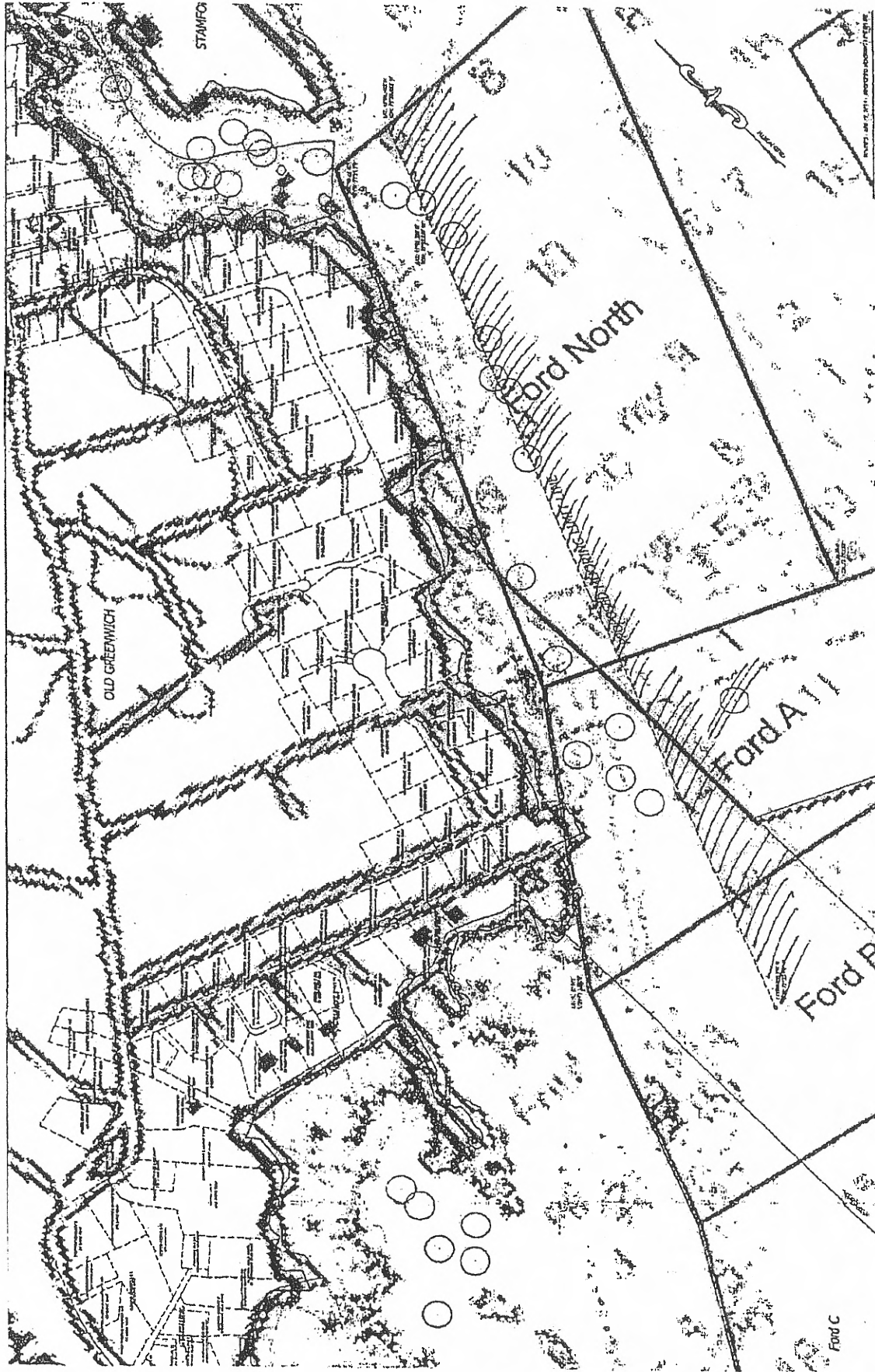
12. This Agreement shall be executed in two counterparts, each counterpart being deemed an original.

AGREED:

\_\_\_\_\_  
Karen Sadik-Khan  
Date: \_\_\_\_\_

\_\_\_\_\_  
Robert E. Griffith  
Date: \_\_\_\_\_

Attached: Exhibit A – Fishing Grounds



GENERAL LOCATION SURVEY (MICROLOG)  
GREENWICH MOORING LOCAL  
GREENWICH, CT

Michael W. Fishburne, P.E.  
Earth Image Direct, LLC

DATE	2014.04.01
PROJECT	AS SHOWN
SCALE	AS SHOWN
BY	Michael W. Fishburne, P.E.
CHECKED	Michael W. Fishburne, P.E.
DATE	2014.04.01

Scale: 1 inch = 150 feet

150 0 150

**GRIFFITH SHEAFISHING GROUNDS  
SHOWING MOORING LIMIT LINE**

TO THE BEST OF OUR KNOWLEDGE AND BELIEF,  
THIS MAP IS SUBSTANTIALLY CORRECT.

PRELIMINARY

Michael W. Fishburne, P.E.  
Earth Image Direct, LLC  
203.661.1387

This map was prepared in accordance with Sections 35-202a, 35-202b, 35-202c, 35-202d, 35-202e, 35-202f, 35-202g, 35-202h, 35-202i, 35-202j, 35-202k, 35-202l, 35-202m, 35-202n, 35-202o, 35-202p, 35-202q, 35-202r, 35-202s, 35-202t, 35-202u, 35-202v, 35-202w, 35-202x, 35-202y, 35-202z, 35-202aa, 35-202ab, 35-202ac, 35-202ad, 35-202ae, 35-202af, 35-202ag, 35-202ah, 35-202ai, 35-202aj, 35-202ak, 35-202al, 35-202am, 35-202an, 35-202ao, 35-202ap, 35-202aq, 35-202ar, 35-202as, 35-202at, 35-202au, 35-202av, 35-202aw, 35-202ax, 35-202ay, 35-202az, 35-202ba, 35-202bb, 35-202bc, 35-202bd, 35-202be, 35-202bf, 35-202bg, 35-202bh, 35-202bi, 35-202bj, 35-202bk, 35-202bl, 35-202bm, 35-202bn, 35-202bo, 35-202bp, 35-202bq, 35-202br, 35-202bs, 35-202bt, 35-202bu, 35-202bv, 35-202bw, 35-202bx, 35-202by, 35-202bz, 35-202ca, 35-202cb, 35-202cc, 35-202cd, 35-202ce, 35-202cf, 35-202cg, 35-202ch, 35-202ci, 35-202cj, 35-202ck, 35-202cl, 35-202cm, 35-202cn, 35-202co, 35-202cp, 35-202cq, 35-202cr, 35-202cs, 35-202ct, 35-202cu, 35-202cv, 35-202cw, 35-202cx, 35-202cy, 35-202cz, 35-202da, 35-202db, 35-202dc, 35-202dd, 35-202de, 35-202df, 35-202dg, 35-202dh, 35-202di, 35-202dj, 35-202dk, 35-202dl, 35-202dm, 35-202dn, 35-202do, 35-202dp, 35-202dq, 35-202dr, 35-202ds, 35-202dt, 35-202du, 35-202dv, 35-202dw, 35-202dx, 35-202dy, 35-202dz, 35-202ea, 35-202eb, 35-202ec, 35-202ed, 35-202ee, 35-202ef, 35-202eg, 35-202eh, 35-202ei, 35-202ej, 35-202ek, 35-202el, 35-202em, 35-202en, 35-202eo, 35-202ep, 35-202eq, 35-202er, 35-202es, 35-202et, 35-202eu, 35-202ev, 35-202ew, 35-202ex, 35-202ey, 35-202ez, 35-202fa, 35-202fb, 35-202fc, 35-202fd, 35-202fe, 35-202ff, 35-202fg, 35-202fh, 35-202fi, 35-202fj, 35-202fk, 35-202fl, 35-202fm, 35-202fn, 35-202fo, 35-202fp, 35-202fq, 35-202fr, 35-202fs, 35-202ft, 35-202fu, 35-202fv, 35-202fw, 35-202fx, 35-202fy, 35-202fz, 35-202ga, 35-202gb, 35-202gc, 35-202gd, 35-202ge, 35-202gf, 35-202gg, 35-202gh, 35-202gi, 35-202gj, 35-202gk, 35-202gl, 35-202gm, 35-202gn, 35-202go, 35-202gp, 35-202gq, 35-202gr, 35-202gs, 35-202gt, 35-202gu, 35-202gv, 35-202gw, 35-202gx, 35-202gy, 35-202gz, 35-202ha, 35-202hb, 35-202hc, 35-202hd, 35-202he, 35-202hf, 35-202hg, 35-202hh, 35-202hi, 35-202hj, 35-202hk, 35-202hl, 35-202hm, 35-202hn, 35-202ho, 35-202hp, 35-202hq, 35-202hr, 35-202hs, 35-202ht, 35-202hu, 35-202hv, 35-202hw, 35-202hx, 35-202hy, 35-202hz, 35-202ia, 35-202ib, 35-202ic, 35-202id, 35-202ie, 35-202if, 35-202ig, 35-202ih, 35-202ii, 35-202ij, 35-202ik, 35-202il, 35-202im, 35-202in, 35-202io, 35-202ip, 35-202iq, 35-202ir, 35-202is, 35-202it, 35-202iu, 35-202iv, 35-202iw, 35-202ix, 35-202iy, 35-202iz, 35-202ja, 35-202jb, 35-202jc, 35-202jd, 35-202je, 35-202jf, 35-202jg, 35-202jh, 35-202ji, 35-202jj, 35-202jk, 35-202jl, 35-202jm, 35-202jn, 35-202jo, 35-202jp, 35-202jq, 35-202jr, 35-202js, 35-202jt, 35-202ju, 35-202jv, 35-202jw, 35-202jx, 35-202jy, 35-202jz, 35-202ka, 35-202kb, 35-202kc, 35-202kd, 35-202ke, 35-202kf, 35-202kg, 35-202kh, 35-202ki, 35-202kj, 35-202kk, 35-202kl, 35-202km, 35-202kn, 35-202ko, 35-202kp, 35-202kq, 35-202kr, 35-202ks, 35-202kt, 35-202ku, 35-202kv, 35-202kw, 35-202kx, 35-202ky, 35-202kz, 35-202la, 35-202lb, 35-202lc, 35-202ld, 35-202le, 35-202lf, 35-202lg, 35-202lh, 35-202li, 35-202lj, 35-202lk, 35-202ll, 35-202lm, 35-202ln, 35-202lo, 35-202lp, 35-202lq, 35-202lr, 35-202ls, 35-202lt, 35-202lu, 35-202lv, 35-202lw, 35-202lx, 35-202ly, 35-202lz, 35-202ma, 35-202mb, 35-202mc, 35-202md, 35-202me, 35-202mf, 35-202mg, 35-202mh, 35-202mi, 35-202mj, 35-202mk, 35-202ml, 35-202mm, 35-202mn, 35-202mo, 35-202mp, 35-202mq, 35-202mr, 35-202ms, 35-202mt, 35-202mu, 35-202mv, 35-202mw, 35-202mx, 35-202my, 35-202mz, 35-202na, 35-202nb, 35-202nc, 35-202nd, 35-202ne, 35-202nf, 35-202ng, 35-202nh, 35-202ni, 35-202nj, 35-202nk, 35-202nl, 35-202nm, 35-202nn, 35-202no, 35-202np, 35-202nq, 35-202nr, 35-202ns, 35-202nt, 35-202nu, 35-202nv, 35-202nw, 35-202nx, 35-202ny, 35-202nz, 35-202oa, 35-202ob, 35-202oc, 35-202od, 35-202oe, 35-202of, 35-202og, 35-202oh, 35-202oi, 35-202oj, 35-202ok, 35-202ol, 35-202om, 35-202on, 35-202oo, 35-202op, 35-202oq, 35-202or, 35-202os, 35-202ot, 35-202ou, 35-202ov, 35-202ow, 35-202ox, 35-202oy, 35-202oz, 35-202pa, 35-202pb, 35-202pc, 35-202pd, 35-202pe, 35-202pf, 35-202pg, 35-202ph, 35-202pi, 35-202pj, 35-202pk, 35-202pl, 35-202pm, 35-202pn, 35-202po, 35-202pp, 35-202pq, 35-202pr, 35-202ps, 35-202pt, 35-202pu, 35-202pv, 35-202pw, 35-202px, 35-202py, 35-202pz, 35-202qa, 35-202qb, 35-202qc, 35-202qd, 35-202qe, 35-202qf, 35-202qg, 35-202qh, 35-202qi, 35-202qj, 35-202qk, 35-202ql, 35-202qm, 35-202qn, 35-202qo, 35-202qp, 35-202qq, 35-202qr, 35-202qs, 35-202qt, 35-202qu, 35-202qv, 35-202qw, 35-202qx, 35-202qy, 35-202qz, 35-202ra, 35-202rb, 35-202rc, 35-202rd, 35-202re, 35-202rf, 35-202rg, 35-202rh, 35-202ri, 35-202rj, 35-202rk, 35-202rl, 35-202rm, 35-202rn, 35-202ro, 35-202rp, 35-202rq, 35-202rr, 35-202rs, 35-202rt, 35-202ru, 35-202rv, 35-202rw, 35-202rx, 35-202ry, 35-202rz, 35-202sa, 35-202sb, 35-202sc, 35-202sd, 35-202se, 35-202sf, 35-202sg, 35-202sh, 35-202si, 35-202sj, 35-202sk, 35-202sl, 35-202sm, 35-202sn, 35-202so, 35-202sp, 35-202sq, 35-202sr, 35-202ss, 35-202st, 35-202su, 35-202sv, 35-202sw, 35-202sx, 35-202sy, 35-202sz, 35-202ta, 35-202tb, 35-202tc, 35-202td, 35-202te, 35-202tf, 35-202tg, 35-202th, 35-202ti, 35-202tj, 35-202tk, 35-202tl, 35-202tm, 35-202tn, 35-202to, 35-202tp, 35-202tq, 35-202tr, 35-202ts, 35-202tt, 35-202tu, 35-202tv, 35-202tw, 35-202tx, 35-202ty, 35-202tz, 35-202ua, 35-202ub, 35-202uc, 35-202ud, 35-202ue, 35-202uf, 35-202ug, 35-202uh, 35-202ui, 35-202uj, 35-202uk, 35-202ul, 35-202um, 35-202un, 35-202uo, 35-202up, 35-202uq, 35-202ur, 35-202us, 35-202ut, 35-202uu, 35-202uv, 35-202uw, 35-202ux, 35-202uy, 35-202uz, 35-202va, 35-202vb, 35-202vc, 35-202vd, 35-202ve, 35-202vf, 35-202vg, 35-202vh, 35-202vi, 35-202vj, 35-202vk, 35-202vl, 35-202vm, 35-202vn, 35-202vo, 35-202vp, 35-202vq, 35-202vr, 35-202vs, 35-202vt, 35-202vu, 35-202vv, 35-202vw, 35-202vx, 35-202vy, 35-202vz, 35-202wa, 35-202wb, 35-202wc, 35-202wd, 35-202we, 35-202wf, 35-202wg, 35-202wh, 35-202wi, 35-202wj, 35-202wk, 35-202wl, 35-202wm, 35-202wn, 35-202wo, 35-202wp, 35-202wq, 35-202wr, 35-202ws, 35-202wt, 35-202wu, 35-202wv, 35-202wz, 35-202xa, 35-202xb, 35-202xc, 35-202xd, 35-202xe, 35-202xf, 35-202xg, 35-202xh, 35-202xi, 35-202xj, 35-202xk, 35-202xl, 35-202xm, 35-202xn, 35-202xo, 35-202xp, 35-202xq, 35-202xr, 35-202xs, 35-202xt, 35-202xu, 35-202xv, 35-202xw, 35-202xx, 35-202xy, 35-202xz, 35-202ya, 35-202yb, 35-202yc, 35-202yd, 35-202ye, 35-202yf, 35-202yg, 35-202yh, 35-202yi, 35-202yj, 35-202yk, 35-202yl, 35-202ym, 35-202yn, 35-202yo, 35-202yp, 35-202yq, 35-202yr, 35-202ys, 35-202yt, 35-202yu, 35-202yv, 35-202yw, 35-202yx, 35-202yy, 35-202yz, 35-202za, 35-202zb, 35-202zc, 35-202zd, 35-202ze, 35-202zf, 35-202zg, 35-202zh, 35-202zi, 35-202zj, 35-202zk, 35-202zl, 35-202zm, 35-202zn, 35-202zo, 35-202zp, 35-202zq, 35-202zr, 35-202zs, 35-202zt, 35-202zu, 35-202zv, 35-202zw, 35-202zx, 35-202zy, 35-202zz

24-APR-2014



# **Exhibit 4**

06A-1048

WOELFEL ELLEN

SHELL FISH LAND

Printed 05/02/2014 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Tax ID 501/006

OWNERSHIP

WOELFEL ELLEN  
123 CAPEWELL AVENUE  
OAKVILLE, CT 06779

Date  
05/08/2012 FORD CHRIS A BK/Pg: 6337, 32062 \$0  
07/23/1996 FORD CALVIN G BK/Pg: 2812, 108 \$0

LOT NO LONG ISLAND SOUND SHELL FISH LAND

2874-142  
5895-347/4

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	10/01/2005	10/01/2010
Reason for Change	2005 Reval	2010 Reval
VALUATION	L 12000	L 12000
Market	B 0	0
	T 12000	12000
VALUATION	L 8400	8400
70% Assessed	B 0	0
	T 8400	8400

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
Soil ID	-or- Acreage	Table	Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
Actual	Effective	Effective	Frontage	Depth	Square Feet	1.00	100.00	100.00
119.8000	119.8000	119.8000	1.00	100.00	100.00	12000	12000	12000

Zoning: R-12 Single Fam 12,000 sf  
Legal Acres: 1 PR-490 Shell Fish Beds  
119.8000

# Exhibit 5

LICENSING AGREEMENT

---

WHEREAS Chris A. Ford of 51 Carmel Hill Road, Woodbury, Connecticut 06798 hereinafter known as "LICENSOR" and Robert Griffith of 21 Sable Street, Norwalk, Connecticut 06854 hereinafter "LICENSEE" agree as follows: "LICENSOR" grants "LICENSEE" the right to fish "LICENSOR'S" shellfish grounds located in both Greenwich, Connecticut and Stamford, Connecticut.

NOW THEREFORE, "LICENSOR" and "LICENSEE" agree as follows: "LICENSEE" right to the aforesaid operations is conditioned upon payment of, at least on a quarterly basis, [REDACTED] of the gross sales revenue of the harvested product from said grounds.

"LICENSOR" will pay all applicable State and Local Taxes on the grounds of the property.

"LICENSEE" will have total independence as to how, where and when he fishes the said grounds.

In the event "LICENSOR" wishes to sell part or all of his shellfish grounds, "LICENSEE" will have the right of first refusal on the same terms as acceptable to a third party purchaser.

"LICENSEE" must exercise this right within ten (10) days of receiving written notice of acceptance of the third party offer.

In the event of "LICENSOR'S" death, "LICENSOR'S" heirs will be bound by this agreement.

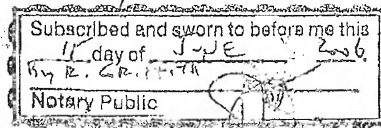
The term of this agreement will continue from present and will expire on December 31, 2020.

*Chris A. Ford*

Chris A. Ford, Licensor

*[Signature]*

Robert Griffith, Licensee



DOUGLAS J. PISANO  
NOTARY PUBLIC

My Commission Expires Oct. 31, 2010

November 19, 1999

To Acquaculture Division:

Please be advised that I hereby revoke section 1a. of a licensing agreement between Robert Griffith and myself dated May 6, 1997. From this day forward, Robert Griffith shall have the exclusive license to cultivate and harvest Ford North Lot, Lot A.

Enclosed is a copy of the original licensing agreement and a map of the grounds .

To reiterate, I permit Robert Griffith to take out all state licenses on all my grounds as of November 19, 1999.

Chris A. Ford  
1 Tomac Lane  
Old Greenwich, CT 06870

*Chris A. Ford*



Chris A. Ford  
11-19-99

LICENSE

-----

Whereas Chris Ford of 1 Tomac Lane, Old Greenwich, Connecticut (hereinafter referred to as FORD) owns 150 acres, more or less, of shellfish grounds and desires to cultivate said grounds. (hereinafter referred to as "GROUNDS") said GROUNDS being described in the attached map as Exhibit A.

and

Whereas Robert Griffith of 567 Post Road, Darien, Connecticut 06820 (hereinafter referred to as GRIFFITH) possesses equipment and expertise in the cultivation of said GROUNDS.

NOW THEREFORE, it is the desire of both parties to enter into a licensing agreement as follows:

\* 1. Commencing upon execution of this agreement FORD grants GRIFFITH the exclusive license to cultivate and harvest said GROUNDS, except for five (5) acres (which area is shown on Exhibit A) which FORD shall exclusively cultivate and harvest.

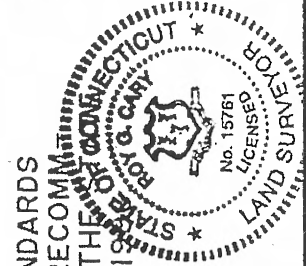
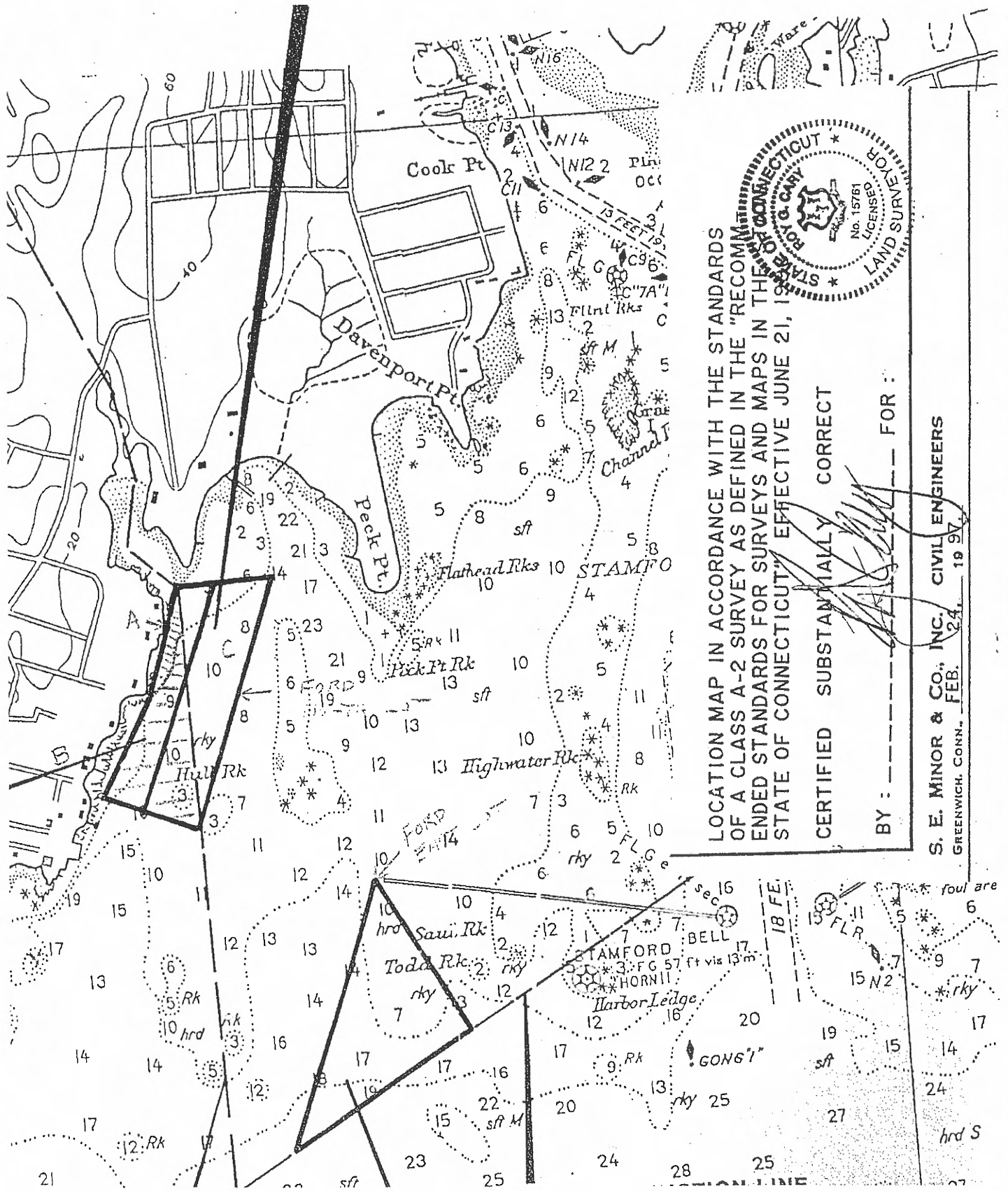
2. The original term of said license agreement shall be fifteen (15) years; thereafter renewable for two (2)

\* 1a. Robert Griffith has permission to take out all state <sup>-1-</sup> licenses + permits on all my grounds except FORD NORTH LOT A.

Chris A. Ford

DATE OF MAP  
FEB 24, 1997

AREA IN STAMFORD = 11.6 ACRES  
TOTAL = 18.4 ACRES



LOCATION MAP IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE "RECOMMENDED STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" EFFECTIVE JUNE 21, 1987

CERTIFIED SUBSTANTIALLY CORRECT

BY: \_\_\_\_\_ FOR:

S. E. MINOR & CO., INC. CIVIL ENGINEERS  
GREENWICH, CONN., FEB. 24, 1997

# Exhibit 6

Orinville, Ct  
239 Glenville Rd.  
06830

BK 6337.PG.0320

4764

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

KNOW YE, THAT CHRIS A. FORD OF 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from ELLEN WOELFEL

whose mailing address is 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remised, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 24 day of April, 2012.

Signed, Sealed and Delivered in presence of

or Attested by  
Jennifer Stahley  
Chanda Hakes

Chris A. Ford  
CHRIS A. FORD  
G.S.

STATE OF CONNECTICUT, COUNTY OF Litchfield ss. Woodbury

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April 2012, by CHRIS A FORD.

Karen A. Tracy  
Commissioner of the Superior Court  
Notary Public

Karen A. Tracy  
Notary Public  
Conveyance Tax Commission expires: 3/31/2015

NO  
§ Conveyance Tax Received  
Anna C. Rubin  
Town Clerk of Greenwich

NO  
§ State  
Anna C. Rubin  
Town Clerk of Greenwich

Received for

SCHEDULE A

All that certain piece or parcel of land comprising of oyster grounds in the Town of Greenwich, County of Fairfield and State of Connecticut in quantity four (4) acres, more or less, bounded northerly by Tomac Harbor, so-called; easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris; southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82.

*[Handwritten signature]*

Received for Record MAY 08 2012 at 10:16A M. Attest

*[Handwritten signature]*

Town Clerk

5  
1  
5

# Exhibit 7



Orlovitz + Hill  
239 Allenville Rd.  
06830

BK 6337PG0322

4765

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

KNOW YE, THAT CHRIS A. FORD OF 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from ELLEN WOELFEL

whose mailing address is 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remised, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 24 day of April, 2012.

Signed, Sealed and Delivered in presence of or attested by

[Signature]  
[Signature]

Chris A. Ford  
CHRIS A. FORD

STATE OF CONNECTICUT, COUNTY OF Litchfield ss. Woodbury

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April 2012, by CHRIS A FORD.

Karen A. Tracy  
Commissioner of the Superior Court  
Notary Public

NO State  
Karen A. Tracy  
Notary Public  
my Comm. expires: 3/31/2015

NO  
§ Conveyance Tax Received  
[Signature]  
Town Clerk of Greenwich

§ Conveyance Tax Received  
[Signature]  
Town Clerk of Greenwich

thi  
C97  
879  
440  
ADP  
870  
En  
by  
and  
min

SCHEDULE - A

All that certain Oyster Plantation in said <sup>Greenwich</sup> Stamford, as designated by the Committee of said <sup>of Greenwich</sup> Town for that purpose appointed, with the Oysters therein planted and described as follows:

Containing Fifty-eight (58) ACRES, more or less, and bounded Northerly by grounds now or late of Oliver I. Ford and Hazakiah P. Newman and separated therefrom by the following range, Large Elm Tree over the North Side of Abrams' Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range, Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range, Brick Chimney open by William A. Cummings' house.

# Exhibit 8

BK25



REG # 2011-001-2431 VOL 10418 PG 23 RECD 05-09-2012 09:17:01 PM  
DONOR: M LOB 1051 CITY & TOWN CLERK SHREFFORD CT  
BOOK 25

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

KNOW YE, THAT CHRIS A. FORD OF 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from ELLEN WOELFEL

whose mailing address is 51 CARMEL HILL ROAD, WOODBURY, CONNECTICUT 06798

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remise, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 24 day of APRIL, 2012.

Signed, Sealed and Delivered in presence of

or Attested by

Leimiger Plubley  
Ronda Hines

Chris A Ford  
CHRIS A. FORD

STATE OF CONNECTICUT, COUNTY OF Litchfield ss. Woodbury

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April 2012, by CHRIS A FORD.

Karen A Tracy  
Commissioner of the Superior Court  
Notary Public

Karen A. Tracy  
Notary Public  
my Comm. expires: 3/31/2015

DESCRIPTION OF OYSTER BED

SCHEDULE A

All that certain tract, piece or parcel of land, comprising of Oyster grounds in the City of Stamford, County of Fairfield and State of Connecticut owned by CHRIS A. FORD which general boundaries are Easterly by the West end of the Stamford Breakwater, Northwesterly by Red Island and Westerly by the Greenwich Stamford Town Line and the Ford Estate.

# Exhibit 9



BK2874PG0142

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

KNOW YE, THAT Alice Marie Ford, of Greenwich, CT, sole beneficiary of The Estate of Carl A. Ford deceased of Greenwich, CT.

herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from Chris A. Ford

whose mailing address is 1 Tomac Lane, Old Greenwich, CT 06870

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remised, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 16th day of JANUARY 1997.

Signed, Sealed and Delivered in presence of or Attested by

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature: Alice Marie Ford]*  
\_\_\_\_\_  
Alice Marie Ford

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD) ss. GREENWICH

The foregoing instrument was acknowledged before me this 16th day of JANUARY 1997, by Alice Marie Ford.

*[Handwritten signature]*  
\_\_\_\_\_  
Commissioner of the Superior Court

NO  
\_\_\_\_\_  
NO STATE

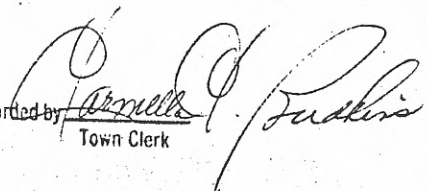
NO STATE  
*[Handwritten signature]*

BK 2874 PG 0143

SCHEDULE A

All that certain piece or parcel of land comprising of oyster grounds in the Town of Greenwich, County of Fairfield and State of Connecticut in quantity four (4) acres, more or less, bounded northerly by Tomac Harbor, so-called; easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris; southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82.

Received for Record JAN 21 1997 at 10h 00 m A M. and recorded by

  
Town Clerk

Know all Men by these Presents, THAT ALICE MARIE FORD

of Greenwich, Fairfield County, Connecticut,

In consideration of (no consideration) Dollars,  
received to the Releasor's full satisfaction of CHRIS. A. FORD of Greenwich,  
in said County and State Connecticut  
do hereby sell, transfer, and convey to the said Chris A. Ford

All certain Oyster Plantation in said Greenwich, as designated by the Committee of said Town, for that purpose appointed, with the Oysters, Clams and Mussels therein planted, and described as follows:

SCHEDULE A

All that certain Oyster Plantation in said Greenwich of Greenwich Stamford, as designated by the Committee of said Town, for that purpose appointed, with the Oysters therein planted and described as follows:  
Containing Fifty-eight (58) acres, more or less, and bounded Northerly by grounds now or late of Oliver J. Ford and Ezekiah P. Newman and separated therefrom by the following range, a Large Elm Tree over the North Side of Abrams Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range, Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinness, bounded on the South by land of William A. Cummings, and bounded Westerly by no ground designated and is bounded by the following range, Brick Chimney open by William A. Cummings house

NO STATE COMMISSIONER OF THE REVENUE

SCHEDULE B

All that certain piece of Oyster Ground, with the oysters, Clams, and Mussels thereon, situated in the water of Long Island Sound, in the Town of Greenwich County of Fairfield and State of Connecticut, and bounded as follows, to wit: Northerly by Oyster grounds of James E. Rusted and oyster ground of A. Lincoln Ford; Easterly by oyster ground of Clarence E. Palmer and Tiles Lodge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity fifty (50) acres, more or less. Being Oyster grounds formerly owned by Emille Frances Ford, late of the said Town of Greenwich, deceased.

NO COMMISSIONER OF THE REVENUE

To have and to hold the premises, with all their appurtenances, to the said

heirs, executors, administrators and assigns, according to the provisions of the Statute Law of this State relating to the planting of Oysters, Clams and Mussels.

In witness whereof Releasor has hereunto set her hand and seal this 13<sup>th</sup> day of February 1996

signed, sealed and delivered in presence of  
Alice Marie Ford  
ALICE MARIE FORD  
Patrick R. Gil  
Marilyn Mott

L.S.  
L.S.  
L.S.

Fairfield County, ss.: Greenwich, February 13 A. D. 1996

Personally appeared Alice Marie Ford

signer and sealer of the foregoing instrument, and acknowledged the same to be free act and deed before me.

Commissioner of the Superior Court, for Fairfield County.

Patrick R. Gil  
Patrick R. Gil

Received for Record February 15<sup>th</sup> 1996

at 9 H. 42 M. A. M., and recorded

By Lawrence E. Mearns, Town Clerk.

Notary Public

# **Exhibit 10**

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

NOW YE, THAT Marie B. Ford of Jensen Beach, Florida, individually as sole beneficiary of the Estate of Calvin G. Ford, deceased, her husband (OYSTER BED)

herein designated as the Releasor, for the consideration of One Thousand Four Hundred Fifty (\$1,450.00) Dollars received to Releasor's full satisfaction from Chris A. Ford whose mailing address is 1 Tomao Lane, Old Greenwich, CT 06870

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of land more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remise, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 12th day of July 1996.

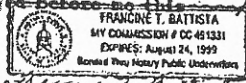
Signed, Sealed and Delivered in presence of or Attested by

Francine T. Battista

Marie B. Ford  
Marie B. Ford  
1630 542 17 516 0

STATE OF FLORIDA, COUNTY OF MARTIN ) ss.

The foregoing instrument was acknowledged before me this 12 day of July 1996, by Marie B. Ford.



Francine T. Battista  
Notary Public

NO Conveyance Tax received  
Ronald C. Burtch  
Town Clerk of Guadalupe

NO STATE  
Ronald C. Burtch

SCHEDULE A

*Best Copy*

All that certain Oyster Plantation in said Stamford, as designated by the Committee of Greenwich for that purpose appointed, with the Oysters thereby planted and described as follows:

Containing FIFTY-SEVEN (57) ACRES MORE OR LESS and bounded Northerly by the grounds now or late of Oliver J. Ford and Elizabeth P. Newman and separated therefrom by the following range, Large Elm Trees over the North Side of Adams Island, distance on this range being forty-eight rods, Easterly on ground designated and bounded by the following range, Bunch of Trees over Episcopal Church, Stamford, by land of John McGuinnis, bounded on the South by land of William A. Cunnings, and bounded Westerly by no ground designated and is bounded by the following range, Brick Chimney open by William A. Cunnings house

*Charles P. Rubin*  
Town Clerk

Received for Record JUL 23 1996 at 11 h 17 m A M. and recorded by

ND



# Exhibit 11

OYSTER GROUND TRANSFERS  
GREENWICH, CONN. [VOL] NO. 5

Know all Men by these Presents, THAT Alice Marie Ford, sole beneficiary of Estate of Carl A. Ford, deceased,

of Greenwich, Fairfield County, Connecticut,

In consideration of NO Consideration Dollars,  
received to Releasors' full satisfaction of CHRIS A. Ford of Greenwich,  
in said County and State Connecticut  
do hereby sell, transfer, and convey to the said CHRIS A. Ford

All certain Oyster Plantation in said Greenwich, as designated by the Committee of said Town, for that purpose appointed, with the Oysters, Clams and Mussels therein planted, and described as follows:

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

All that certain piece or parcel of land comprising of oyster grounds in the Town of Greenwich, County of Fairfield and State of Connecticut in quantity four (4) acres, more or less, bounded northerly by Tomac Harbor, so-called: easterly by lands now or formerly of William A. Cummings and land formerly of Frelinghuysen Ferris; southerly by ground now or formerly of Oliver Ford and westerly by the shore mainland, so-called; being the same premises described in a deed from George A. Husted to James E. Husted, dated January 14, 1889, and recorded in the record of oyster ground transfers of the town of Greenwich in book 5 at page 82.

To have and to hold the premises, with all their appurtenances, to the said CHRIS A. FORD heirs, executors, administrators and assigns, according to the provisions of the Statute Law of this State relating to the planting of Oysters, Clams and Mussels.

In witness whereof Releasors have hereunto set her hand and seal this 11<sup>th</sup> day of January 18 1997

signed, sealed and delivered in presence of  
Alice Marie Ford } L.S.  
ALICE MARIE FORD }  
Patrick R. Gil } L.S.  
PATRICK R. GIL }  
Marilyn Mott } L.S.  
MARILYN MOTT }

Fairfield County, ss.: Greenwich, January 16<sup>th</sup> A. D. 18 1997

Personally appeared Alice Marie Ford  
signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Commissioner of the Superior Court, for Fairfield County.  
Patrick R. Gil  
PATRICK R. GIL Justice of the Peace.

Received for Record January 21, 1997  
at 10 H. 00 M. A. M., and recorded  
By [Signature] Town Clerk.

Notary Public.

# Exhibit 12

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

KNOW YE, THAT Alice Marie Ford, of Greenwich, CT, sole beneficiary of The Estate of Carl A. Ford deceased of Greenwich, CT, herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from Chris A. Ford whose mailing address is 1 Tomac Lane, Old Greenwich, CT 06870

herein designated as the Releasee, does by these presents remise, release and forever quit-claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remise, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 16th day of JANUARY 1997.

Signed, Sealed and Delivered in presence of or Attested by

*[Signature]*  
PATRICK KEE  
*Marilyn Mott*  
MARILYN MOTT

*[Signature]*  
Alice Marie Ford

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD) ss. GREENWICH

The foregoing instrument was acknowledged before me this 16th day of JANUARY 1997, by Alice Marie Ford.

*[Signature]*  
Commissioner of the Superior Court

NO  
Conveyance Tax received  
Town Clerk of Fairfield

SCHEDULE A

All that certain piece or parcel of land comprising about 10 acres of oyster ground, located in Tomac Harbor in the City of Stamford, County of Fairfield and State of Connecticut, and generally bounded northerly by a straight line running westerly from Diana Rock, so-called, to other land of Carl A. Ford at the northeast corner thereof, conveyed to him by deed recorded in the Greenwich Oyster Records in Book 5 at Page 134 as the second tract; easterly by a straight line running between said Diana Rock and the northerly most point of Red Island, Red Island and Red Island Reef; southerly by other land of Carl A. Ford conveyed to him by Eliza B. Ford by deed recorded in Book 5 at Page 139 of said Oyster Records; and westerly by other land of Carl A. Ford conveyed to him by deed recorded in Book 5 at Page 134 of said Oyster Records.

THE LAND AFFECTED HEREBY LIES IN BLOCK ---  
OF THE STAMFORD BLOCK MAP, RECEIVED FOR RECORD  
AT STAMFORD ON 1-21-97 AT 2:28 PM.  
ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK

# Exhibit 13



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

KNOW YE, THAT Alice Marie Ford, of Greenwich, CT, sole beneficiary of The Estate of Carl A. Ford deceased of Greenwich, CT.

herein designated as the Releasor, for the consideration of NO CONSIDERATION

received to Releasor's full satisfaction from Chris A. Ford

whose mailing address is 1 Tomac Lane, Old Greenwich, CT 06870

herein designated as the Releasee, does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to

All that certain tract, piece, or parcel of oyster grounds more particularly described in Schedule A attached hereto and made a part of this Quit Claim Deed, together with the rights, benefits, covenants, restrictions, easements, and other matters pertaining thereto as further set forth on said Schedule A, and on Schedule B, if any, also attached hereto and made a part of this Quit Claim Deed.

TO HAVE AND TO HOLD the premises hereby remised, released and quitclaimed with all the appurtenances unto the said Releasee and to the Releasee's heirs, successors and assigns forever, so that neither the Releasor nor the Releasor's heirs, successors or assigns nor any other person claiming under or through the Releasor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Releasor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Releasor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 16th day of JANUARY 1997.

Signed, Sealed and Delivered in presence of or Attested by

Patrick Reid  
PATRICK REID  
Marilyn Mott  
MARILYN MOTT

Alice Marie Ford  
Alice Marie Ford

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD) ss. GREENWICH

The foregoing instrument was acknowledged before me this 16th day of JANUARY 1997, by Alice Marie Ford.

[Signature]  
Commissioner of the Superior Court

No Conveyance Tax received  
Town Clerk of Stamford

SCHEDULE A

All that certain piece or parcel of land comprising of oyster grounds in the City of Stamford, County of Fairfield and State of Connecticut containing in quantity sixteen (16) acres, more or less, bounded northerly by the grounds now or formerly of George A. Husted easterly by Middle Ledge, so-called: southerly by ground now or formerly of George F. Husted and westerly by ground now or formerly of George F. Husted and westerly by Lafayette Ledge, so-called.

THE LAND AFFECTED HEREBY LIES IN BLOCK ---  
OF THE STAMFORD BLOCK MAP. RECEIVED FOR RECORD  
AT STAMFORD ON 1-21-97 AT 2:29 P.M.  
ATTEST: LOIS FONTBRIANT, TOWN AND CITY CLERK

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# **Exhibit 14**

Know all Men by these Presents, That I, CLYDE B. FORD, of the  
Town of Greenwich, County of Fairfield and State of Connecticut,

for the consideration of One (\$1.00) Dollar and other valuable considerations,  
being not more than TWO HUNDRED FIFTY (\$250.00) DOLLARS,

received to my full satisfaction of CARL A. FORD of Tomac Lane,  
Old Greenwich, Connecticut,

do by these presents remise, release, and forever Quit-Claim unto the said CARL A. FORD

all right, title, interest, claim and demand whatsoever, which I, the said  
Releasor have or ought to have in or to all that certain piece or parcel of  
land comprising about 10 acres of oyster ground, located in Tomac  
Harbor in the Town of Greenwich, County of Fairfield and State of  
Connecticut, and generally bounded northerly by a straight line  
running westerly from Diana Rock, so-called, to other land of the  
Releasee at the northeast corner thereof, conveyed to him by deed  
recorded in the Greenwich Oyster Records in Book 5 at Page 134  
as the second tract; easterly by a straight line running between  
said Diana Rock and the northerly most point of Red Island, Red  
Island and Red Island Reef; southerly by other land of the Releasee  
conveyed to him by Eliza B. Ford by deed recorded in Book 5 at  
Page 139 of said Oyster Records; and westerly by other land of  
the Releasee conveyed to him by deed recorded in Book 5 at Page 134  
of said Oyster Records.

\$ .55

Conveyance Tax received

*[Signature]*  
Town Clerk of Greenwich

\$

NO

Conveyance Tax received

*[Signature]*  
Town Clerk of Stamford



To have and to hold *the premises, with all the appurtenances, unto the said Releasee*  
 his *heirs and assigns forever, so that neither* I,  
*the said Releasor*, nor *my* *heirs, nor any person under me* or *them,*  
 shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom  
 I am *and they are by these presents forever barred*  
 and *secluded.*

In Witness Whereof, I have hereunto set my hand and seal this *9th*  
 day of *January*, 1968

Signed, Sealed and Delivered  
 in the Presence of

*Louise J. Mancini*  
*James M. Higgins*  
*James M. Higgins*

*Clyde B. Ford* (I.S.)  
 CLYDE B. FORD

State of CONNECTICUT  
 County of FAIRFIELD } ss

*January 9th, 1968*

Personally appeared, CLYDE B. FORD,

signer and sealer of the foregoing instrument, and acknowledged the same to be his  
 free act and deed,

before me.

*Louise J. Mancini*  
 Notary Public  
 State of Connecticut  
*James M. Higgins*  
 Town Clerk

Recorded for Record... JAN. 11. 1968 2 15/11 P.M. and received by *Lois Pontbriant*

THE LAND AFFECTED HEREBY LIES IN BLOCK  
 OF THE STAMFORD BLOCK MAP. RECEIVED FOR RECORD  
 AT STAMFORD ON 12-8-95 AT 10:06 A.M.  
 ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK

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 ATTES

Know all Men by these Presents, That I, CLYDE B. FORD, of the  
Town of Greenwich, County of Fairfield and State of Connecticut,

for the consideration of One (\$1.00) Dollar and other valuable considerations,  
being not more than TWO HUNDRED FIFTY (\$250.00) DOLLARS,

received to my full satisfaction of CARL A. FORD of Tomac Lane,  
Old Greenwich, Connecticut,

do by these presents remise, release, and forever Quit-Claim unto the said CARL A. FORD

all right, title, interest, claim and demand whatsoever, which I, the said  
Releasor have or ought to have in or to all that certain piece or parcel of  
land comprising about 10 acres of oyster ground, located in Tomac  
Harbor in the Town of Greenwich, County of Fairfield and State of  
Connecticut, and generally bounded northerly by a straight line  
running westerly from Diana Rock, so-called, to other land of the  
Releasee at the northeast corner thereof, conveyed to him by deed  
recorded in the Greenwich Oyster Records in Book 5 at Page 134  
as the second tract; easterly by a straight line running between  
said Diana Rock and the northerly most point of Red Island, Red  
Island and Red Island Reef; southerly by other land of the Releasee  
conveyed to him by Eliza B. Ford by deed recorded in Book 5 at  
Page 139 of said Oyster Records; and westerly by other land of  
the Releasee conveyed to him by deed recorded in Book 5 at Page 134  
of said Oyster Records.

3.55

Conveyance Tax received

*W. H. H. H.*  
Town Clerk of Greenwich



To have and to hold the premises, with all the appurtenances, unto the said Releasee his heirs and assigns forever, so that neither I, the said Releasor, nor my heirs, nor any person under me or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have herunto set my hand and seal this 7th day of January, 1968

Signed, Sealed and Delivered in the Presence of

*Leonard M. Mason*  
*James M. Higgins*

*Clyde B. Ford* (L.S.)  
CLYDE B. FORD

State of CONNECTICUT  
County of FAIRFIELD

January 7th, 1968

Personally appeared, CLYDE B. FORD,

sign and seal of the foregoing instrument, and acknowledged the same to be his free act and deed.



*Leonard M. Mason*  
Notary Public  
James M. Higgins  
Term 1968

Recorded for Record... JAN. 11, 1968 2 1:51 P.M. and received by *[Signature]*

# **Exhibit 15**

OYSTER GROUND TRANSFERS  
BOOK 5

Know all Men by these Presents, THAT I, ELZIE B. FORD, of the Town of Greenwich,  
County of Fairfield and State of Connecticut,

~~of Greenwich, County of Fairfield, State of Connecticut~~

For the ~~the~~ consideration of one (\$1) Dollar and other valuable considerations, ~~the~~

received to my full satisfaction of CARL ATSTIN FORD, of the said Town of Greenwich,

~~in said County and State~~ County of Fairfield and State of Connecticut,

do by these Presents remise, release and forever quit CLAIM unto the said CARL  
~~do hereby~~ ATSTIN FORD, all right, title and interest, claim

and demand, whatever which I the said Releaser have or ought to have in or to  
certain Oyster Plantation in said Greenwich, designated by the Committee of said Town, for

that purpose appointed with the Oysters, Clams and Mussels therein planted and described as follows:

ALL that certain piece of Oyster Ground, with the oysters, clams and mussels thereon,  
situated in the waters of Long Island Sound in the Town of Greenwich, County of  
Fairfield and State of Connecticut and bounded and described as follows to wit:

Northerly by oyster grounds now or formerly of James E. Husted and oyster grounds  
now or formerly of A. Lincoln Ford; Easterly by oyster grounds now or formerly of  
Clarence E. Palmer and Tiles Lodge, so-called; Southerly by oyster grounds now or  
formerly of Charles W. Ford and Westerly by oyster grounds now or formerly of Mrs.  
J. Besls Hendrie and Shore Rocks, so-called and otherwise known as "the Riggs" con-  
taining in quantity fifty (50) acres, more or less.

Being the same oyster grounds that was conveyed to the said Elzie B. Ford by Olivia  
Ann Ford, et als, by deed dated February 19th, 1915 and recorded in the Oyster  
Shell Fisheries Book in the Town Clerks Office of Greenwich, Connecticut, in Book  
4 Page 225.

(552)

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Re-  
leasee his heirs and assigns forever, so that neither I the said Releaser nor my  
heirs, nor any other person under me or them, shall hereafter have any claim, rights  
or title in or to the premises, or any part thereof, but therefrom I am and they  
are by these premises forever barred and secluded.

~~To have and to hold~~ the premises, with all their appurtenances to the said  
heirs, executors, administrators and assigns, according to the provisions  
of the Statute Law of this State relating to the planting of Oysters, Clams and Mussels.

In witness whereof I have hereunto set my hand and seal this the 9th day of  
September, A.D. 1940.

signed, sealed and delivered in presence of

Thomas J. Lauricella

Elzie B. Ford

Alice N. MacMath

L. S.

L. S.

L. S.

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

~~XXXXXXXXXX~~, ss.:

Greenwich, September 9th, 1940.

Personally appeared ELZIE B. FORD, signer.

and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed  
before me.

Commissioner of the Superior Court for

County

Alice N. MacMath,

Justice of the Peace

Notary Public, Connecticut.

Notary Public.

Received for Record Sept. 9, 1940

at 11 H. 00 M. A. M., and recorded

By: ~~XXXXXXXXXX~~ Clerk.

# **Exhibit 16**

BOOK 1  
STAMFORD  
CYGNET  
BOOKS

# Know all Men by these Presents,

That We Mary Wright of the town of Hamwich County of Fairfield of Stamford, Fairfield County, Connecticut, State of Connecticut and Abraham, Esquire, Mary Secker, Charles Wright and Jeremiah Wright all of the town of Newalk said County and State

Do hereby sell, transfer and convey to the said Arthur C. Fernald certain Cygnet Plantation in said Stamford, as designated by the Committee of said Town, for that purpose appointed, with the Cygnet therein planted and decided as follows:

Beginning at a Bury located by ranges East and West range First Wrights Barn over North line of Saint Roches Matthias Church range bearing Machine factory high chimney over half tree mark East side of Pecks Point running Westly. Thence hundred and fifty (50) feet thence Northward Six hundred and fifty six (556) feet thence Eastward Three hundred and thirty (330) feet

We give one of the signs and seals of the foregoing instrument before me. Witness my hand at Saybrook, May 21st 1851

sents,  
Senior

Dollars,  
of Stamford,

received

Committee

described as,

is described

by the

Commission

of the

of the

of the

of the

of the

(246) feet - three easterly three hundred and thirty (330) feet  
and three westerly two hundred and sixty seven (267) feet  
to the place of beginning the same being in quantity less  
than two (2) acres.

To have and to hold the premises, with all their appurtenances, to him  
the said Arthur T. Ford  
heirs, executors, administrators or assigns, according to the provisions of the Statute Law of  
this State relating to the planting of Cypresses. dated at St. Paul, N. H. the 27th day of  
May A. D. 1882

In Witness whereof have signed this first and last day of July 1882

Signed, sealed and delivered in the presence of  
Louis Alenbrand } Moan Wright - '82  
Sullivan Seymour } Barbara Decker - '82  
State of Conn. } Henry Decker - '82  
Hartford County, ss. } Charles Wright - '82  
Subscribed, sworn to and sealed } Jeremiah Wright - '82  
at Hartford, June 12th A. D. 1882

Personally appeared Abraham Decker, Henry Decker, Charles Wright  
and Jeremiah Wright - four of the  
signers and seals of the foregoing instrument, and acknowledged the same to be their free act and deed,  
before me.

County of Hartford, State of Conn.  
I, Jacob Mc Layton,  
Notary Public

Witness my hand and seal this 12th day of June A. D. 1882.

and acknowledged the same to be his free act and deed  
before me  
at Hartford, Conn. June 12th 1882. Personally appeared in my  
presence

to me  
and  
to  
the Court of  
the day of  
1882  
and deed,  
County  
of the State



State of Conn June 12<sup>th</sup> 1882  
County of Fairfield  
and acknowledged the same to be her free

we have and to hold the premises, with all their appurtenances, to him  
the said Arthur T. Ford  
his, executors, administrators and assigns, according to the provisions of the Statute Law of  
this State relating to the planting of Oysters. Sited at St. Jewells. 27 day of  
May A.D. 1882

In Witness whereof  
78  
Signed, sealed and delivered in the presence of

Louis Altbrand  
Lillian Seymour  
State of Conn.  
Fairfield County, on

and Jeremiah Wright, Justice of the Peace, of the  
County of Fairfield, State of Conn., on June 8<sup>th</sup> A. D. 1882  
personally appeared Abraham Secker, Mayor, Charles Hugh  
Wright, and seal of the foregoing instrument, and acknowledged the same to be their free act and deed,  
before me.

Commissioner of the Superior Court, for  
County  
Jacob Mc Layton  
Justice of the Peace  
May Public

Received for Record June 12<sup>th</sup> 1882 at 2<sup>50</sup> and Recorded by Angus E. Holly  
Town Clerk

STAMPS  
OYSTERS  
BEDS

That the Mary Wright of the town of Greenwich County of Stamford, Fairfield County, Connecticut, and Abraham Decker, Mary Decker, Charles Wright and Jeremiah Wright all of the Town of Newburgh said County and State

In consideration of One Hundred and fifty Dollars, Dollars, received to <sup>our</sup> full satisfaction of ~~the said~~ <sup>the</sup> said Mary Wright of the said town of Stamford, in said County and State

do hereby sell, transfer and convey to the said Arthur J. Ford

Town of Stamford Conn  
All are certain Oyster Plantation in said Stamford, as designated by the Committee of said Town, for that purpose appointed, with the Oysters therein planted and described as follows:

Beginning at the South Western Corner of the Hoops belonging to Master's Five hundred and thirty eight (338) feet thence Southward Two hundred and forty feet thence Eastward thirteen hundred and seventy (2,400) feet to the place of beginning the same being in quantity less than two (2) acres

the said Mary Wright one of the signers and sealers of the foregoing and deed, before me  
Jacob M. Dayton

That the Mary Wright of Stamford, in Decker, in Town of C  
In consideration received to <sup>our</sup> full satisfaction of ~~the said~~ <sup>the</sup> said Mary Wright of the said town of Stamford, in said County and State

All are of said Town, follows:

Beginning at the South Western Corner of the Hoops belonging to Master's Five hundred and thirty eight (338) feet thence Southward Two hundred and forty feet thence Eastward thirteen hundred and seventy (2,400) feet to the place of beginning the same being in quantity less than two (2) acres

the said Mary Wright one of the signers and sealers of the foregoing and deed, before me  
Jacob M. Dayton

of Court } ss of Franklin County, Vermontly appeared  
and acknowledged the same to be his free and

of Court } ss of Franklin County, Vermontly appeared  
and acknowledged the same to be his free and

Executed

To have and to hold the premises, with all their appurtenances, to him  
the said Arthur J. Ford, his  
heirs, executors, administrators and assigns, according to the provisions of the Statute Law of  
this State relating to the planting of Cypresses. Dated at Ferrisburgh, the 27 day of  
May 1882

In witness whereof }  
Signed, sealed and delivered in the presence of }  
Louis Allenbrandt }  
William Seymour }  
State of Conn. }  
Fairfield, Conn., on }  
June 8th A. D. 1882

Personally appeared Abraham S. Fisher, Mayor, Charles Wright and  
Jermiah Wright four of the  
signers and seals of the foregoing instrument, and acknowledged the same to be their free act and deed,  
before me.

Commissioner of the Superior Court, for }  
County }  
Jacob Mc Layton }  
Justice of the Peace }  
Notary Public } ss

Received for Record June 12<sup>th</sup> 1882 at Ferrisburgh, Vermont, Recorded by Charles Estabrook  
Town Clerk

the said  
heirs, exec  
this Sta  
Low  
Jebb  
and of  
signer  
before me

Received



Presents,  
County of  
Sechen, Mass  
all of that

Dollars,  
Summers  
of Stamford,

by the Committee  
and described as

is returning  
to the  
of  
than two

STAMFORD  
OYSTER  
BED

could have signed one of the signatures and seals of the foregoing  
once dead, before me, Jacob M. Knight, Notary Public

Know all Men to whom these Presents,  
That the Mayor, Wardens, and Jurors of the Town of Sechen,  
County of Fairfield, State of Connecticut, and Abraham Sechen, Mayor  
Sechen, Charles Knight and Jeremiah Knight, all of the  
Town of Sechen, said County and State

In consideration of One hundred and fifty dollars  
received to <sup>the</sup> full satisfaction of <sup>the</sup> Town of Sechen,  
said County and State  
do hereby sell, transfer and convey to the said Arthur J. Ford

All <sup>the</sup> certain Oyster Plantation in <sup>the</sup> Town of Sechen,  
of said Town, for that purpose appointed, with the Oysters therein planted and described as  
follows:

Beginning at the South Westerly Corner of <sup>the</sup> West Side of  
the <sup>the</sup> West Side, Three hundred and thirty (330) feet there  
Southly Five hundred and forty (540) feet, thence Easterly  
Two hundred and twelve (212) feet and thence Northwesterly  
Two hundred and eighty nine feet to the place of beginning  
the same being in quantity less than two (2) acres.

the same being in quantity less than two (2) acres.

To have and to hold the premises, with all their appurtenances, to them the said Arthur C. Ford his

heirs, executors, administrators and assigns, according to the provisions of the Statute Law of this State relating to the planting of Oysters. Dated at New York the 27 day of

May 1852

An witness whereof his servants did first and seal this day of

1852  
Signed, sealed and delivered in the presence of  
Lewis Robinson  
John Day  
Moses Wright  
Abraham Becker  
Moses Wright  
James Wright

State of Conn }  
Fairfield County, ss. }  
I, James Wright, of the County of Fairfield, State of Conn, do hereby certify that the within and sealed instrument, and acknowledged the same to be the act and deed, before me.

Notary Public  
Jacob M. Layton  
Justice of the Peace

A. M. D. C. 1852

... and a certificate of the same to be for record and de...

That the Mary Wright of the Town of Guilford  
of Stamford, Fairfield County, Connecticut, Abraham Secker, Mary Secker, Charles Wright and Jeremiah Wright a leg of the Town of Norwalk said County and State

In consideration of One Hundred and fifty dollars  
received to my full satisfaction of Arthur L. Fox of the said town of Stamford, in said County and State  
do hereby sell, transfer and convey to the said Arthur L. Fox

All one certain Cyster Plantation in said Stamford, as designated by the Committee of said Town, for that purpose appointed, with the Cysters therein planted and described as follows:

- Beginning at the South Easterly Corner of W. Hays lot running North, three hundred and twelve feet, thence Easterly, five hundred and seventy (170) feet, thence Easterly, five hundred and ninety (90) feet and thence North, five hundred and ninety four (294) feet to the place of beginning the same being in quantity less than two (2) acres.

my thought one of the best was one section of the foregoing instrument as before me Jacob M. Gayton, Notary Public (25)

That the Mee of Stamford, Fairfield, Charles Wright said County

In consideration received to my full on said County do hereby sell, transfer

All one of said Town, for as follows:

- Beginning at running North Easterly, five hundred and ninety (90) feet, thence North, five hundred and ninety four (294) feet to the place of beginning less than two (2) acres.

given in presence of Notary Public (25)



acknowledged the same to be her free act and deed, before me  
of the County of Fairfax, Virginia, on the 12th day of June 1882.

To have and to hold the premises, with all their appurtenances, to him  
the said Arthur C. Ford his  
heirs, executors, administrators and assigns, according to the provisions of the Statute Law of  
this State relating to the planting of Cypress, passed at St. Petersburg on the 27th day of  
May 1882.

In witness whereof, these presents were read and attested the 11th day of

Signed, sealed and delivered in the presence of  
Louis Altembrandt  
Gibbs Ferguson  
Abraham Wright - Esq.  
Abraham Becker - Esq.  
Henry Foster - Esq.  
Charles Wright - Esq.  
Jeremiah Wright - Esq.

State of Virginia,  
Fairfax County, Va.  
South of Court  
Stingfield

Personally appeared Abraham Becker, Henry Foster, Charles Wright  
and Jeremiah Wright, of the foregoing instrument, and acknowledged the same to be their free act and deed,  
before me.

Commissioner of the Superior Courts, for  
County  
Jacob McLayton  
Justice of the Peace  
Notary Public - Esq.

Received for Record June 12th 1882 at 2:50 pm and Recorded by Shaw C. Adley  
Tolm Clerk

tenances, to him  
to have and to hold the premises, with all their appurtenances, to him  
the said Arthur C. Ford his  
heirs, executors, administrators and assigns, according to the provisions of the Statute Law of  
this State relating to the planting of Cypress, passed at St. Petersburg on the 27th day of  
May 1882.

In witness whereof, these presents were read and attested the 11th day of

Abraham Wright - Esq.  
Abraham Becker - Esq.  
Henry Foster - Esq.  
Charles Wright - Esq.  
Jeremiah Wright - Esq.

State of Virginia,  
Fairfax County, Va.  
South of Court  
Stingfield

Personally appeared Abraham Becker, Henry Foster, Charles Wright  
and Jeremiah Wright, of the foregoing instrument, and acknowledged the same to be their free act and deed,  
before me.

Commissioner of the Superior Courts, for  
County  
Jacob McLayton  
Justice of the Peace  
Notary Public - Esq.

Received for Record June 12th 1882 at 2:50 pm and Recorded by Shaw C. Adley  
Tolm Clerk

BOOK!  
STAMP  
OFFICE  
6655

# Know all Men by these Presents,

That the Mayor, Aldermen and Citizens of the Town of Newburgh  
County of <sup>one office of</sup> Westchester, New York, in and for the County of Westchester,  
of the County of Westchester, New York, and the Town of Newburgh,  
do hereby sell, transfer and convey to the said Arthur T. Ford, of the County of Westchester,  
in said County and State,

In consideration of One hundred and fifty Dollars  
received to ~~my~~ full satisfaction of Arthur T. Ford of the said Town of Newburgh,  
in said County and State

All ~~the~~ certain Oyster Plantation in <sup>County</sup> Stamford, as designated by the Committee  
of said Town, for that purpose appointed, with the Oysters therein planted and described as  
follows:

Beginning at the North West corner of Wm. H. Hedges lot  
running Easterly three hundred and seventy six (376) feet  
to stake hence Southwesterly four hundred and ten (210) feet  
thence Southwesterly three hundred and fifty nine (359) feet and  
thence Northwesterly four hundred and forty six (446) feet to the  
place of beginning, being in quantity less than two (2) acres

Witness my hand and seal of the foregoing  
this 15th day of June 1885  
Jas. M. Clayton Mayor



place of beginning, being in quantity less than one (2) rods.

To have and to hold the premises, with all their appurtenances, to the said Fitzroy & Co. heirs, executors, administrators and assigns, according to the provisions of the Statute Law of this State relating to the planting of Oysters. dated at New York at the 27 day of May A.D. 1882

In witness whereof hereunto at New York and on this 17 day of

Witnesses and delivered in the presence of  
Lewis Alford  
William Seymour  
Mary Wright Esq  
Abraham Section Esq  
James Section Esq  
Charles Wright Esq  
Jeremiah Wright Esq

State of Conn. }  
Hartford County, ss. }  
June 8th A.D. 1882

Personally appeared Abraham Section, James Section, Charles Wright and Jeremiah Wright, four of the signers and waler of the foregoing instrument, and acknowledged the same to be their free act and deed before me.

Commissioner of the Superior Court, for County.

Jacob Mc Layton  
Notary Public Esq  
Justice of the Peace.

Book 1287-2-20 and Recorded by John C. Allen

55 Conn. Records }  
Hartford June 12 1882  
Personally appeared Lewis Alford  
instrument and acknowledged the same to be his



San. Charles  
County

Dollars,  
Eccemuch  
Stamford,

Committee  
served as

beginning  
with  
the  
year  
1871

my rights one of the diggers and so on of the diggers will not be  
before me. faced in diggers. May River.

That the May Wright of Eccemuch  
of Stamford, Stamford County, Connecticut, and Abraham Senter, Mayor of  
Charles Wright and Jeremiah Wright all of the Town of Stamford  
said County and State

In consideration of Five hundred Dollars  
received to my full satisfaction of Arthur C. Ford of the said Town of Stamford,  
in said County and State  
do hereby sell, transfer and convey to the said Arthur C. Ford

All Over certain Oyster Plantation in said Stamford, as designated by the Committee  
of said Town, for that purpose appointed, with the Oysters therein planted and devised, as  
follows:

Beginning at the South West corner of My 16 rods 1/2 lot  
situate Westly three hundred and fifty nine (359) feet thence  
Southly Five hundred and twenty five (225) feet thence  
Eastly Three hundred and thirty eight (338) feet, and  
thence Northly four hundred and forty (210) feet more or less  
of the said land  
less than two (2) acres

The same being in quantity less than two (2) acres.

To have and to hold the premises, with all their appurtenances, to him the said Arthur C. David, his heirs, executors, administrators and assigns, according to the provisions of the Statute Law of this State relating to the planting of Cypress. dated at Savannah, the 27 day of May A.D. 1882.

In witness whereof, from hence on the 27 day of May A.D. 1882.

Witness my hand and seal, in the presence of  
James Allenhead  
William Seymour  
Mary Wright  
Abraham Secker  
Mary Secker  
Charles Wright  
James Wright

State of Conn. )  
Fairfield County, ss. )  
South Norwalk June 8th A. D. 1882

Personally appeared Abraham Secker, Mary Secker, Charles Wright and William Seymour of the foregoing instrument, and acknowledged the same to be their free act and deed before me.

Commissioner of the Superior Court, for \_\_\_\_\_ County.

Jacob M. Sawton  
Justice of the Peace.

Notary Public

Charles Estlin

Recorded in 1882 at 25

acknowledged the contents hereof and deed before me  
J. S. Rowland June 17, 1882  
Personally at a deed from Wright  
and Secker  
of Conn. and in  
before me

the said Arthur  
heirs, executors,  
this State with  
and  
before me

# **Exhibit 17**



STATE SHELL FISHERIES  
NO. 4 GREENWICH, CONN.

225

Know all Men by these Presents, THAT J. Oliver L. Ford  
of the town of Greenwich county of Fairfield

and State of Connecticut, in consideration of the sum of One dollar received  
to my full satisfaction have sold, assigned and conveyed, and by these presents  
do sell, assign and convey to Andrew Radel

of the town of Coilgeport and State of Connecticut all such right, title and interest as  
I have or ought to have in and to the perpetual franchise for planting and cultivating shell fish in the  
following described grounds, to wit:

Those certain pieces of Oyster Ground situated under the waters of the town  
of Greenwich and Recorded in the Book of Oyster Records on Pages  
12-56-61-58-59-223-225-421-422 of said Town, and containing in  
all Eighteen Acres. Also two acres designated to Henry Hawks and two  
acres designated to Flora A. Hawks

being the same franchise heretofore granted to and assigned to Oliver L. Ford

of the town of Greenwich in the county of Fairfield and State of Connecticut by  
the Public Committee of said town by grant dated the 16 day of May A. D., 1866  
and recorded in the town clerk's office of the town of Greenwich aforesaid in book  
pages above mentioned, to have and to hold the same unto the said assignee and his legal representatives forever, subject  
nevertheless to all the conditions, reservations, stipulations and provisions in said grant of said Commissioner contained  
and also of those entitled to and establishing a state commission for the designation of oyster grounds, passed by the  
General Assembly of Connecticut at its January session, 1884.

In Witness Whereof, I have hereto set my hand and seal this First day of  
May A. D., 1899.

Signed, Sealed and Delivered in Presence of  
Mrs Emili F. Ford  
Chas E. Stagg

Oliver L. Ford L. S.  
\_\_\_\_\_  
\_\_\_\_\_  
L. S.

STATE OF CONNECTICUT, } ss. Greenwich May 1  
COUNTY OF Fairfield } A. D., 1899  
Personally appeared, Oliver L. Ford

signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.  
I hereby certify that United States Internal Revenue stamps  
to the amount of Three (3) Dollars were affixed to the foregoing instrument, and were duly canceled and  
Received for record May 9 1899 at 11:50 o'clock a.m. and recorded by  
James R. Mead Town Clerk.

Chas E. Stagg Notary Public.  
James R. Mead Town Clerk.

# Exhibit 18

STATE SHELL FISHERIES NO. 4  
GREENWICH, CORN.

STATE OF CONNECTICUT,

Fairfield County, ss., Greenwich, May 27, 1898.

Personally appeared John Farewell, the above named grantor, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me,

Wm. J. Ferris Notary Public.

Received for Record Jan. 26, 1915 at 9:45 A. M., and recorded by,

*Bob Mellew* Town Clerk.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, OLIVIA ANN FORD, CHARLES W. FORD, EMILIE W. FORD all of the Town of Greenwich, County of Fairfield and State of Connecticut, and Isabella Bayeaux Kern (wife of George W. Kern) married in the year 1881, of Philadelphia, Pennsylvania for the consideration of One (\$1) Dollar and other good and valuable considerations received to our full satisfaction of ELZIE B. FORD, of the said Town of Greenwich, County of Fairfield and State of Connecticut do by these Presents, remise, release, and forever Quit Claim unto the said ELZIE B. FORD all right, title interest, claim, and demand, whatever, which we the said Releasees have or ought to have in or to All that certain piece of Oyster Ground, with the oysters, Clams, and Mussels thereon, situated in the water of Long Island Sound, in the Town of Greenwich County of Fairfield and State of Connecticut, and bounded and described as follows, to wit; Northerly by Oyster grounds of James E. Husted and oyster ground of A. Lincoln Ford; Easterly by oysterground of Clarence E. Palmer and Tiles Ledge, so-called; Southerly by oyster grounds of Charles W. Ford and Westerly by oyster grounds of Mrs. J. Beal Hendrie and Shore Rocks, so-called, and otherwise known as "The Riggs", containing in quantity fifty (50) acres, more or less. Being Oyster grounds formerly owned by Emilie Frances Ford, late of the said Town of Greenwich, deceased.

And the said Grantors and the Grantee being all the heirs-at-law of the said Emilie Frances Ford, deceased.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee him heirs and assigns forever, so that neither we the said Releasees nor our heirs nor any other person under us or them, shall hereafter have any claim, right, or title in or to the premises, or any part thereof, but therefrom we and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the 19th. day of February A. D. 1915.

Signed, sealed and delivered, in presence of

James R. Mead	Olivia Ann Ford	(Seal)
Alice M. Romer	Charles W. Ford	(Seal)
	Emile W. Ford	(Seal)
	Isabelle B. Kern	(Seal)

STATE OF CONNECTICUT, )  
Fairfield County, ) ss. Greenwich, February 19th, 1915.

Personally appeared, Olivia Ann Ford, Charles W. Ford, Emil W. Ford and Isabelle Bayeaux Kern signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed before me.

(Notary Seal) Alice M. Remer Notary Public.

I hereby certify that United States Internal Revenue Stamps to the amount of 50/100 Dollars, were affixed to the foregoing instrument, and were duly cancelled, and

Received for Record Apr. 6, 1915 at 1:40 P. M., and recorded by,-

*John Willshood* Town Clerk

KNOW ALL MEN BY THESE PRESENTS, That I, FRELINGHUYSEN FERRIS of the Town of Greenwich Fairfield County, Connecticut, for the consideration of One Dollar received to my full satisfaction of ADOLPHUS L. FORD aforesaid town of Greenwich do by these Presents remise, release and forever Quit-Claim unto the said ADOLPHUS L. FORD all right, title, interest claim and demand whatsoever, which I the said Releasor have or ought to have in or to all that certain Oyster Ground with the Oysters thereon, in quantity Four (4) acres, more or less, situated in said town of Greenwich, and bounded Northerly by Oyster Ground of William A. Cumming, Easterly by Red Island, Southerly Oyster Ground of Oliver L. Ford and Westerly by Oyster Ground now owned by James E. Husted TO HAVE AND TO HOLD the premises, with all the appurtenances unto the said Releasee his heirs and assigns forever, so that neither I the said Releasor nor my heirs, nor any person under me or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these Presents forever barred and secluded,

IN WITNESS WHEREOF I have hereunto set my hand and seal the 8th day of July A.D. 1889.

Signed, sealed and delivered in presence of

Benjamin Lockwood

Frelinghaysen Ferris

Ward Wheeler

State of Connecticut )

Fairfield County, )

ss. Stamford July 8th. A.D. 1889

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

Benjamin Lockwood

Commissioner of the Superior Court for Fairfield County.

Received for Record Apr. 20, 1915 at 9:25 A. M., and recorded by,-

*John Willshood* Town Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SARAH A. WILMOT, widow of Benjamin R. Wilmot ANNA W. GUION, HENNY E. WILMOT, widow of George Wilmot, ADA F. WILMOT, BERTHA IRENE WILMOT, CLIFFORD R. WILMOT and MARY V. WILMOT, all of the town of Greenwich, County of Fairfield and State of Connecticut, ORRIS S. F. WILMOT and ADA WILMOT HOWARD, wife of William E. Howard, of Kansas City, Jackson County, State of Missouri, being all the heirs at law of Benjamin R. Wilmot, late of said Greenwich, deceased for the consideration of One Dollar and other valuable consideration received to our full satis-

# Exhibit 19

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To the Committee appointed by the Town of Greenwich, to designate suitable places in the navigable waters of this State, lying within the limits of said town for the planting of Oysters, Clams, and Mussels, in accordance with the provisions of the act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof.

The undersigned respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within the said town, to be used by this applicant for the Planting of Oysters, Clams, and Mussels.

Dated Greenwich, the 15 day of April A. D. 1887  
Elzey C. B. Ford

Upon the above Application of Elzey C. B. Ford

We have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State, lying within the limits of the Town of Greenwich, as a suitable place to be used by said Applicant for the Planting of Oysters, Clams, and Mussels, in accordance with the provisions of the Act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof, the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

x  
c

Bounded north by barn standing on Benjamin Ferris land over the South point of Inden Rock, so-called East by ground set to Oliver L. Ford, South by ground set to Elzey C. B. Ford and West by shore dimensions being from north to South 15 rods nearly & from East to West 2 1/2 Rods.

at  
Dated Greenwich, the 25 day of April A. D. 1887  
Benjamin P. Whitcomb  
Simon F. Drayton  
J. Albert Lockwood } Committee.

Received for Record, Feb 4<sup>th</sup> 1890, at 10 H. 50 M. A. M.  
And Recorded by James W. ... Town Clerk.



# **Exhibit 20**

To the Committee appointed by the Town of Greenwich, to designate suitable places in the navigable waters of this State, lying within the limits of said town for the planting of Oysters, Clams, and Mussels, in accordance with the provisions of the act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof.

The undersigned respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within the said town, to be used by this applicant for the Planting of Oysters, Clams, and Mussels.

Dated Greenwich, the 15 day of April A. D. 1881  
Emil W. B. Ford

Upon the above Application of Emil W. B. Ford

We have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State, lying within the limits of the Town of Greenwich, as a suitable place to be used by said Applicant for the Planting of Oysters, Clams, and Mussels, in accordance with the provisions of the Act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof, the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

Bounded north by Iron Point to Elzey E. B. Ford, east by Ground set to W. Lord and south by Ground set to Benjamin Fickett and West by Shore. Dimensions being 15 Rods N to S and E. to W 23 Rods.

at  
Dated Greenwich, the 25 day of April A. D. 1881

Benjamin R. Wilmore }  
Simon L. Howell } Committee.  
J. Albert Lockwood }

Received for Record, Feb 4 1890, at 10 H. 50 M. A. M.

And Recorded by James M. Wood }  
Town Clerk.

R.  
A.

# Exhibit 21

To the Committee appointed by the Town of Greenwich, to designate suitable places in the navigable waters of this State, lying within the limits of said town for the planting of Oysters, Clams, and Mussels in accordance with the provisions of the act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof.

The undersigned respectfully requests that you will designate a suitable place, not exceeding two acres in area in the navigable waters of this State, lying within the said town, to be used by this applicant for the Planting of Oysters, Clams, and Mussels.

Dated Greenwich, the 15 day of April A. D. 1881  
Emil W. B. Ford

Upon the above Application of Emil W. B. Ford

We have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State, lying within the limits of the Town of Greenwich, as a suitable place to be used by said Applicant for the Planting of Oysters, Clams, and Mussels, in accordance with the provisions of the Act of 1855, entitled "An Act Regulating and Protecting the Planting of Oysters, Clams, and Mussels," and in accordance with all acts or parts of acts in addition thereto or alteration thereof, the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

Bounded North by Iron Point to Elzey E. B. Ford, East by Ground set to Len. W. Ford and South by Ground set to Benjamin J. Witt and West by Shore. Dimensions being 15 Rods N to S and E. to W 23 Rods.

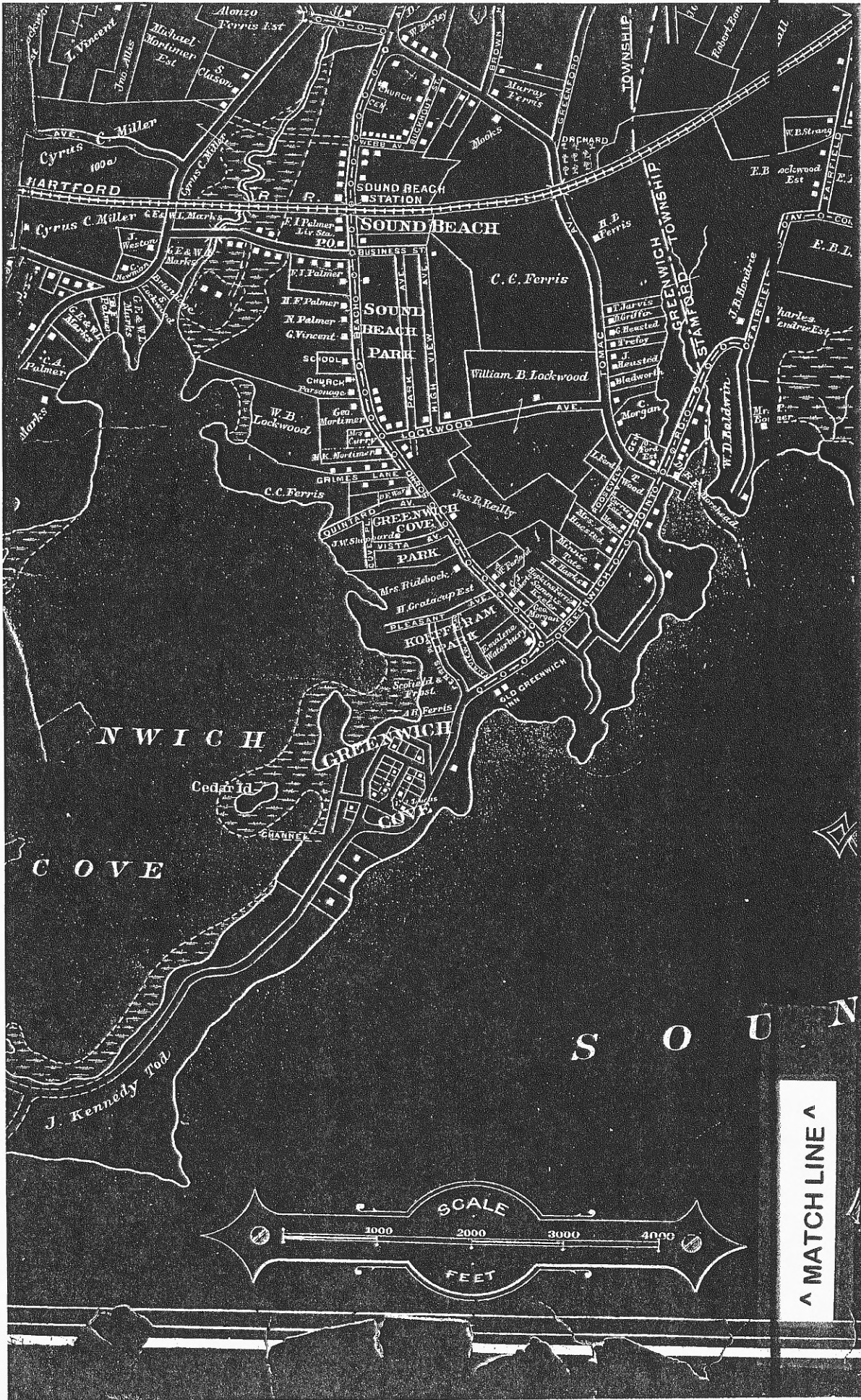
at  
Dated Greenwich, the 25 day of April A. D. 1881

Benjamin B. Wilcox }  
Simon F. Howell } Committee  
J. Albert Lockwood }

Received for Record, Feby 4 1890, at 10 H. 50 M. A. M.  
And Recorded by J. A. Wood }  
Town Clerk

R  
A

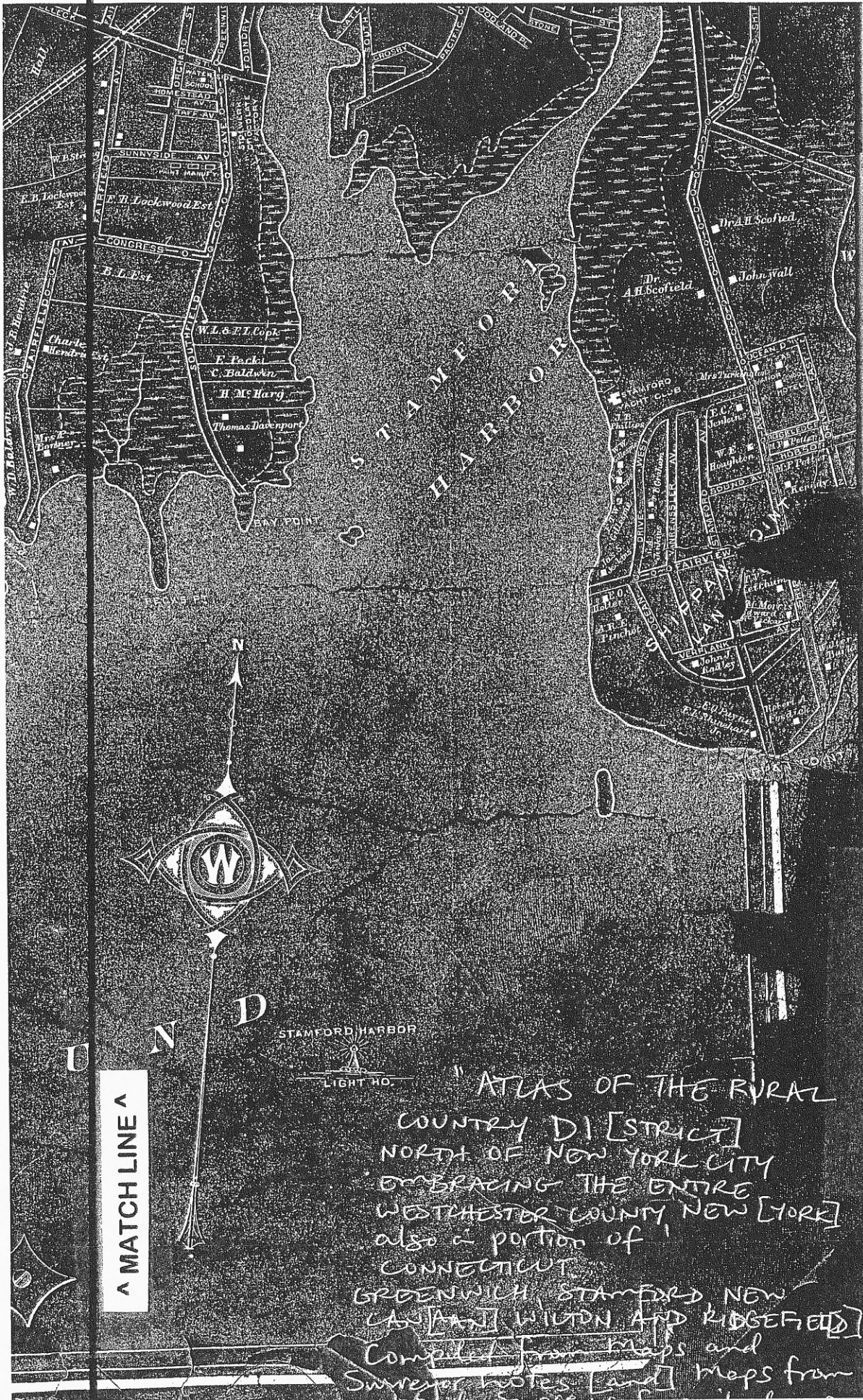
# **Exhibit 22**



"ATLAS OF THE RURAL COUNTRY DISTRICT] NORTH OF NEW YORK CITY EMBRACING THE ENTIRE WESTCHESTER COUNTY, NEW [YORK] also a portion of CONNECTICUT. GREENWICH, STAMFORD, NEW CANAAN], WILTON AND RIDGEFIELD] Compiled from Maps and Surveyor notes [and] Maps from actual surveys furnished by individual Owners & find[ings?] by our own Corps of Engineers."

Published by E. Belcher Hyde, No. 5 Beekman Street, Manhattan, and No. 97 Liberty Street, Brooklyn.





“ATLAS OF THE RURAL COUNTRY DI[STRIC]T NORTH OF NEW YORK CITY EMBRACING THE ENTIRE WESTCHESTER COUNTY, NEW [YORK] also a portion of CONNECTICUT. GREENWICH, STAMFORD, NEW CAN[AAN], WILTON AND RIDGEFIELD] Compiled from Maps and Surveyor notes [and] Maps from actual surveys furnished by individual Owners & find[ings?] by our own Corps of Engineers.”

Published by E. Belcher Hyde, No. 5 Beekman Street, Manhattan, and No. 97 Liberty Street, Brooklyn.

# Exhibit 23

Book ①

To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters :"

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 10 - day of *April* A. D. 18 66.

*Oliver L. Ford jr*

UPON THE ABOVE APPLICATION of *Oliver L. Ford jr* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

Commencing at a point opposite the south part of Indian  
Rock running south nearly parallel with the shore  
On the South Bounded by Ground set to Charles W. Ford.  
East by Jones Ledge and North by Ground set to Abel  
Ferris & Feedinghouse Ferris. The dimensions being from  
N. to S. 15 Pds. nearly - and E. to W. 22 rods.  
275 363

2 AC

Dated GREENWICH, the 16 day of *May* A. D. 18 66

*Geo. S. Hobby*  
*Jacob D. Lybb, Amover*  
*William Bush*

COMMITTEE.

RECEIVED for Record *April 14* A. D. 1867, and Recorded by

*Victoria Chase* Town Clerk.

To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters:"

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 10<sup>th</sup> day of *April* A. D. 1866

*Isabella B. Ford*

UPON THE ABOVE APPLICATION of *Isabella B. Ford* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

*Bounde on the North by the Ground set to Emma B. Ford,  
East by Ground set to Mr. H. H. Lockwood, South by Ground set  
to Luke South and Stephen S. L. Smith & West by Ground  
set to Charles W. Jackson & Ann E. Jackson*

Dated GREENWICH, the 19<sup>th</sup> day of *May* A. D. 1866.

*Geo. S. Hobby  
Jacob D. L. M. Amour  
William Bush*

COMMITTEE.

RECEIVED for Record *April 17* A. D. 1866, and Recorded by

*Gideon L. Lee*

Town Clerk.

To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters:"

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 10<sup>th</sup> day of *April* A. D. 18 66.

*Charles W. Ford*

UPON THE ABOVE APPLICATION of *Charles W. Ford* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

*Bound on North by Ground set to Oliver L. Ford jr  
West by a line running nearly parallel with the shore  
South by Ground set to Adolphus L. Ford, & East by  
James Ledge the dimensions being from N. to S. 15 rods  
nearly - 8 from E. to W. 22 rods*

Dated GREENWICH, the 16<sup>th</sup> day of *May* A. D. 18 66.

*Gen. J. Cobbe*  
*Jacob L. M. Assessor*  
*William Bush*

COMMITTEE.

RECEIVED for Record *April 14* A. D. 1867, and Recorded by

*Erasmus Close* Town Clerk.



To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters :"

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used, by this applicant for the Planting of Oysters.

Dated Greenwich, the 10 day of April A. D. 1866

*Adolphus L. Ford*

UPON THE ABOVE APPLICATION of *Adolphus L. Ford* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz :

*Bounded on the West by a line running nearly parallel with the shore South by ground set to Emeline St. Ford East by James Sledge & North by ground set to Charles W. Ford the dimensions being from N. to S. 15 rods nearly & from E. to W. 22 rods.*

Dated GREENWICH, the 16 day of May A. D. 1866

*Geo. S. Hobby*  
*Francis D. M. Armour*  
*William Bush*

COMMITTEE.

RECEIVED for Record *April 11<sup>th</sup>* A. D. 1866, and Recorded by

*Gideon Close* Town Clerk.



To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters."

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 10 day of April A. D. 1866

*Emma H. Ford*

UPON THE ABOVE APPLICATION of *Emma H. Ford* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

*Bound on North by Ground set to Sarah B. Thomas, East by Ground set to George C. Peck & Dr. H. H. Lockwood, South by Ground set to Sarah B. Ford & West by Ground set to Ann E. Jackson & Charles E. Jackson jr*

Dated GREENWICH, the 19 day of May A. D. 1866

*Geo. J. Hobbs*  
*Jacob G. L. H. Amos*  
*William Bush*

COMMITTEE.

RECEIVED for Record, April 1 - A. D. 1866, and Recorded by

*Edison Olive* Town Clerk.

To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters:"

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 10 day of *April* A. D. 1866,

*Olivia A. Ford*

UPON THE ABOVE APPLICATION of *Olivia A. Ford* we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

*Bounded West by a line running nearly parallel with the shore, set to Oliver L. Ford. East by James Sledge, North by Ground set to Emile J. Ford - The dimensions being from N. to S. nearly 15 rods & from E. to W. 22 rods.*

Dated GREENWICH, the 16 day of *May* A. D. 1866,

*George Hobbs*  
*Jacob L. H. Senior*  
*William Bush*

COMMITTEE.

RECEIVED for Record *April 17* A. D. 1866, and Recorded by

*Olivia A. Ford*

Town Clerk.

BL 1

To the Committee appointed by the Town of Greenwich

To designate suitable places in the navigable waters of this State, lying within the limits of said Town, for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters."

THE UNDERSIGNED respectfully requests that you will designate a suitable place, not exceeding two acres in area, in the navigable waters of this State, lying within said town, to be used by this applicant for the Planting of Oysters.

Dated Greenwich, the 12 day of Sept A. D. 1868

Benjamin Marshall

UPON THE ABOVE APPLICATION of Benjamin Marshall we have this day designated the following described place, not exceeding two acres in area, in the navigable waters of this State lying within the limits of the town of Greenwich, as a suitable place to be used by said applicant for the Planting of Oysters, in accordance with the provisions of the Act of 1855, entitled "An Act regulating and protecting the Planting of Oysters," the public interest, in our opinion, requiring such designation; the description of which place is as follows, viz:

The North range on the east side is a bunch of trees over the Episcopal Church in Stamford. The distance on this range from Daniel Marshall North Side is (6 3/4) Six and three fourth Rods. Bounded South by Ground of Daniel Marshall. The South line being (4 1/2) Rods long. The North range on the west side is a high Brick chimney open by Gummings House. The distance is (6 3/4) Six and three fourth Rods. The North side is parallel with the South side and (4 1/2) Forty eight Rods in length.

Dated GREENWICH, the 12 day of September A. D. 1868

William Bush  
Jacob S. W. Amour

COMMITTEE

RECEIVED for Record Oct 21 A. D. 1868, and Recorded by

H. J. Smith

Town Clerk.

ng within the with the pro-protecting the

, not exceed- used by this

...we have the navigable to be used by 1855, entitled on, requiring

of Trees

distance

1 1/2

Marshall

to range

by

is

was long.

RECEIVED

Town Clerk.

# Exhibit 24

OUTSIDE BOUNDARY MARKERS Book 5

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING. KNOW YE,

MARY BELLE WEED, wife of Walter A. Need, of Old Greenwich, Town of Greenw... THOU WE, MARY BELLE WEED, wife of Walter A. Need, of Old Greenw... in said town of Fairfield and State of Connecticut;... WIFE OF CARL A. NEED, of the said town of Greenw... CLAY and for ever. OUR CLAY unto the said Carl A. Need...

We have and to hold the premises with all their appurtenances... first tract, containing in quantity sixteen (16) acres, more or less, bounded northerly by the grounds now or formerly of George A. Husted... second tract, containing in quantity four (4) acres, more or less, bounded northerly by the grounds now or formerly of George A. Husted...

day of July, A. D. 1936. We have heretofore... hand and seal... that 21st day of July, 1936, signed, sealed and delivered in presence of... E. Keith Burley, Executor, estate Theodora S. Burley, deceased; Gladys Louise Kingsbury, Joseph H. Swathel, Franklyn A. Swathel, guardian, estate of Jane B. Swathel and Ralph H. Swathel, minors. July 21st, 1936. Personally approved, MARY BELLE WEED and JOSEPH H. SWATHEL, STATE OF CONNECTICUT, County of Fairfield. Edith E. Volon, Notary Public

Could not reach page



STATE OF CONNECTICUT }  
 COUNTY OF FAIRFIELD } SS. Stamford, July 21st, 1936  
 Personally appeared E. KEITH BURLLEY, as executor under the last will and testament of Thomas S. Burlley, deceased, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, in such capacity, before me.  
 Edith B. Veilon, Notary Public.

**S** certain Order Plaintiff in said Greenwich to said Greenwich, designated by the Committee of said Town, for the purpose appointed, with the Oyster, Clams and Mussels thereto planted and described as follows:

COMMONWEALTH OF MASSACHUSETTS } SS. July 26, 1936  
 COUNTY OF WINDSOR }  
 Personally appeared GLADYS LOUISE MINERBY, signor and sealor of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.  
 Ralph H. Snow, Notary Public  
 My com. expires Sept. 12, 1941.

STATE OF CONNECTICUT } SS. Stamford, July 21st, 1936  
 COUNTY OF FAIRFIELD }  
 Personally appeared FRANKLIN A. SWARTH, as guardian of the estates of Jane E. Swarth and Ralph H. Swarth, minors, signor and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in such capacity, before me.  
 Edith B. Veilon, Notary Public.

**To Have and to hold** the premises, with all their appurtenances to the said heirs, executors, administrators and assigns according to the provisions of the Statute in that behalf relating to the planting of Oysters, Clams and Mussels.

**In witness whereof** I have hereunto set my hand and seal the day and date first above written.

signed, sealed and delivered in presence of me  
 Edith B. Veilon  
 Notary Public  
 Fairfield County, Conn.  
 Commission expires August 1, 1936

Personally appeared \_\_\_\_\_  
 of the County of \_\_\_\_\_ State of \_\_\_\_\_  
 signor and sealor of the foregoing instrument, and acknowledged the same to be his free act and deed before me.  
 Edith B. Veilon, Notary Public  
 Fairfield County, Conn.  
 Commission expires August 1, 1936

Recorded for record AUG. 21, 1936  
 at 11:30 A. M. and recorded  
 By \_\_\_\_\_  
 Notary Public



# Exhibit 25

Know all Men by these Presents, THAT I George A. Husted

of Greenwich, Fairfield County, Connecticut,  
Dollars,  
of Greenwich,  
in consideration of One (\$1)  
received to my full satisfaction of James B. Husted

do hereby sell, transfer, and convey to the said James B. Husted  
one half interest in the  
the Greenwich Oyster Plantation in said Greenwich, Connecticut,  
that purpose appointed, with the Oysters, Chans and Masses therein planted, and described as follows: My first  
tract containing in quantity sixteen (16) Rows bounded north by ground of said George  
A. Husted, east by a ditch called by name of George A. Husted, and  
west by a ledge called  
The second of said tract containing in quantity Row (4) Rows bounded  
north by Spock Harbor called last by Charles of Williams to him-  
ings and by George W. Husted, south by a ledge called of Charles Ford  
and west by Shore main land so called.

So have and to hold the premises, with all their appurtenances to the said James  
his heirs, executors, administrators and assigns, according to the provisions  
of the Statute Law of this State relating to the planting of Oysters, Chans and Masses.

In witness whereof, I George A. Husted have hereunto set my hand and seal this 14<sup>th</sup> day of  
January 1889

signed, sealed and delivered in presence of  
James B. Mead }  
Ray C. Husted }  
L.S. L.S. L.S.

Fairfield County, ss: Greenwich January 14<sup>th</sup> A. D. 1889  
Personally appeared George A. Husted  
signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed  
before me.

George A. Husted  
-Governor of the Superior Court for -  
Fairfield County, Connecticut

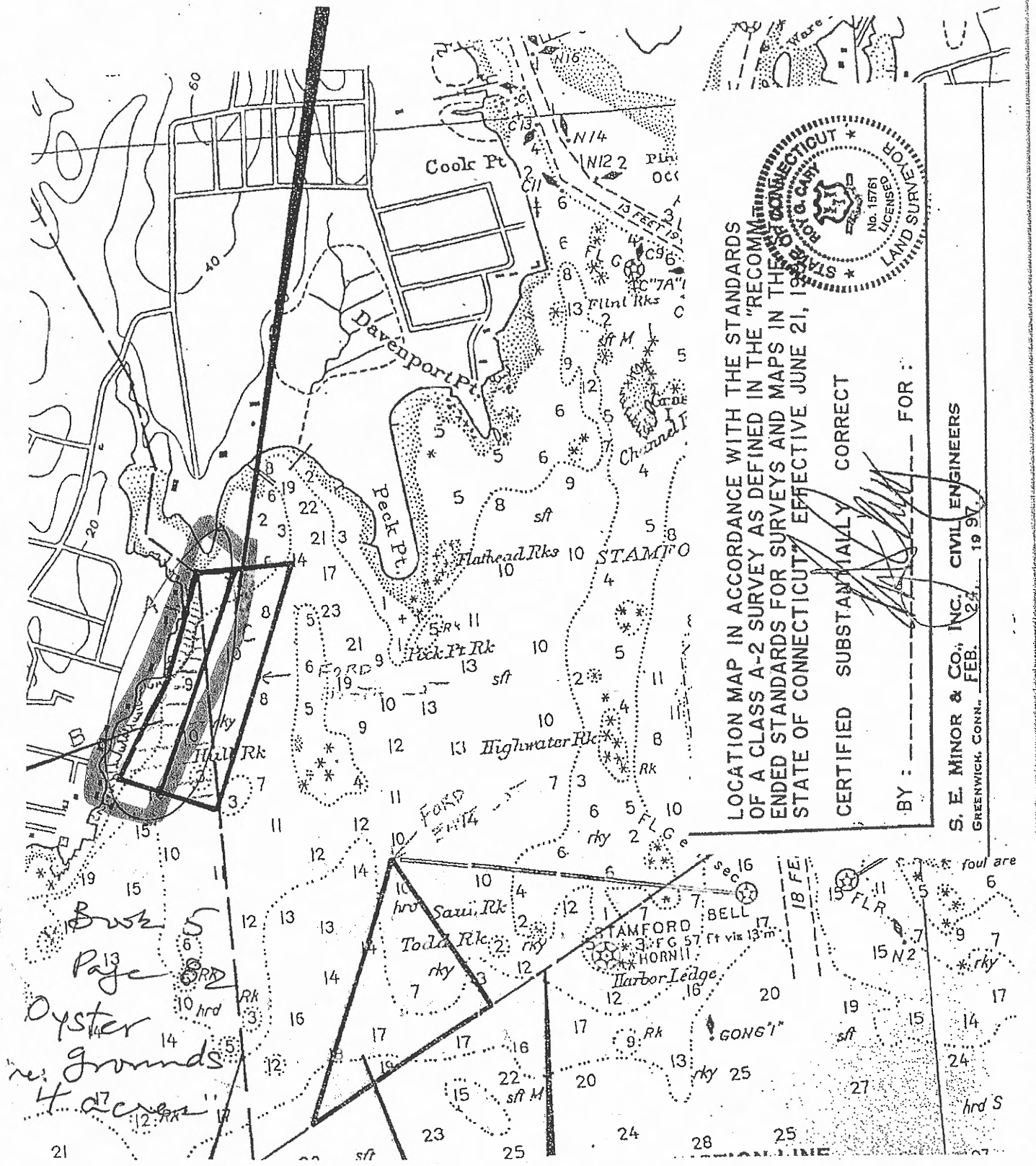
Received for Record January 14<sup>th</sup> 1889  
at 4 H. 45 M. and recorded  
By James B. Mead Town Clerk.

James B. Husted  
Notary Public

# **Exhibit 26**

DATE OF MAP  
FEB 24, 1997

AREA IN STAMFORD = 11.6 ACRES  
TOTAL = 18.4 ACRES

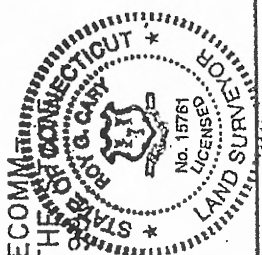


LOCATION MAP IN ACCORDANCE WITH THE STANDARDS  
OF A CLASS A-2 SURVEY AS DEFINED IN THE "RECOMMENDED  
STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT"  
EFFECTIVE JUNE 21, 1989.

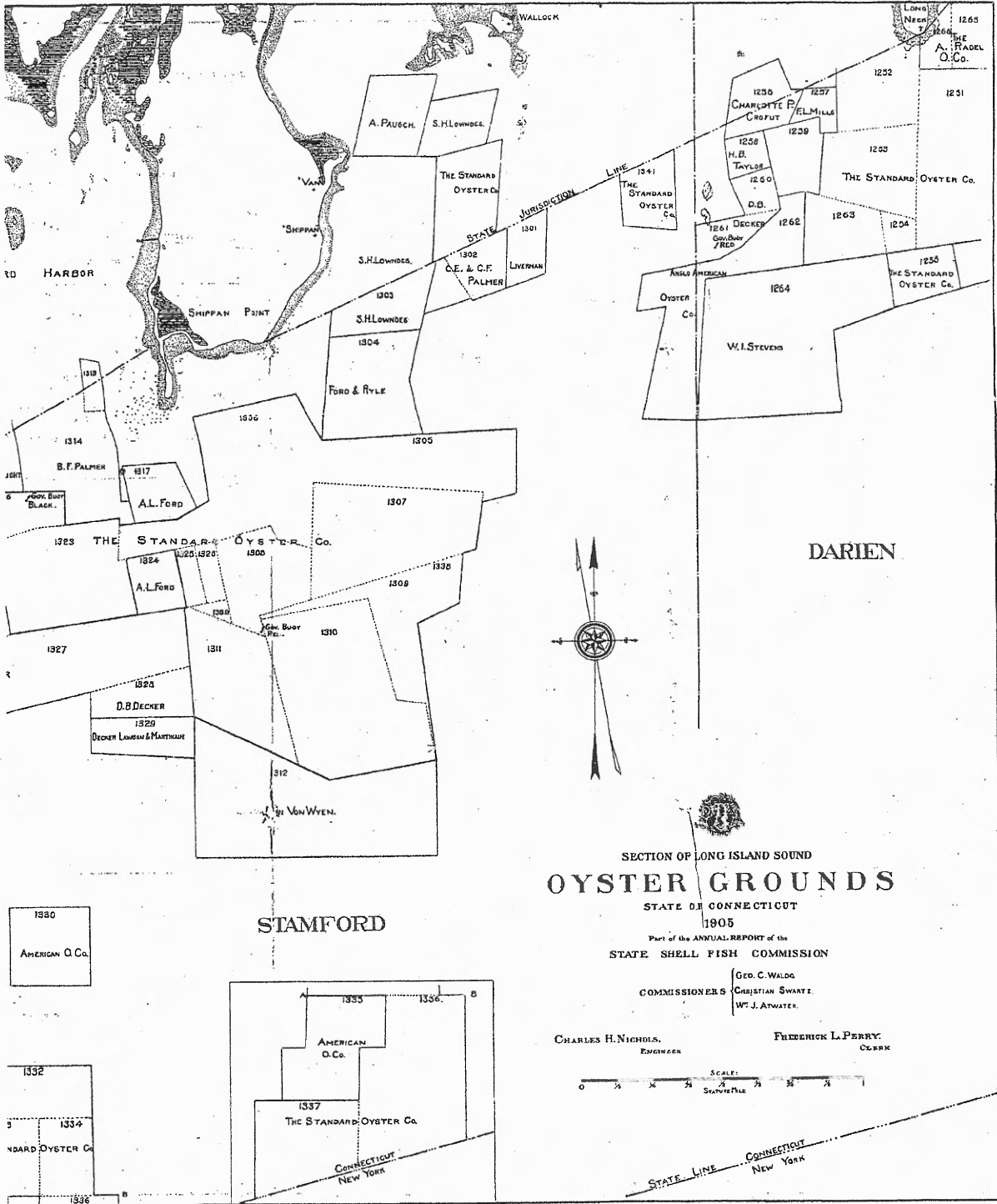
CERTIFIED SUBSTANTIALLY CORRECT

BY: \_\_\_\_\_ FOR:

S. E. MINOR & CO., INC. CIVIL ENGINEERS  
GREENWICH, CONN. FEB. 24, 1997



# **Exhibit 27**



SECTION OF LONG ISLAND SOUND  
**OYSTER GROUNDS**  
 STATE OF CONNECTICUT  
 1905

Part of the ANNUAL REPORT of the  
 STATE SHELL FISH COMMISSION

COMMISSIONERS  
 GEO. C. WALDR  
 CHRISTIAN SWARTZ  
 W. J. ATWATER

CHARLES H. NICHOLS,  
 ENGINEER

FREDERICK L. PERRY,  
 CLERK



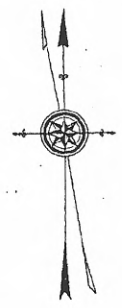
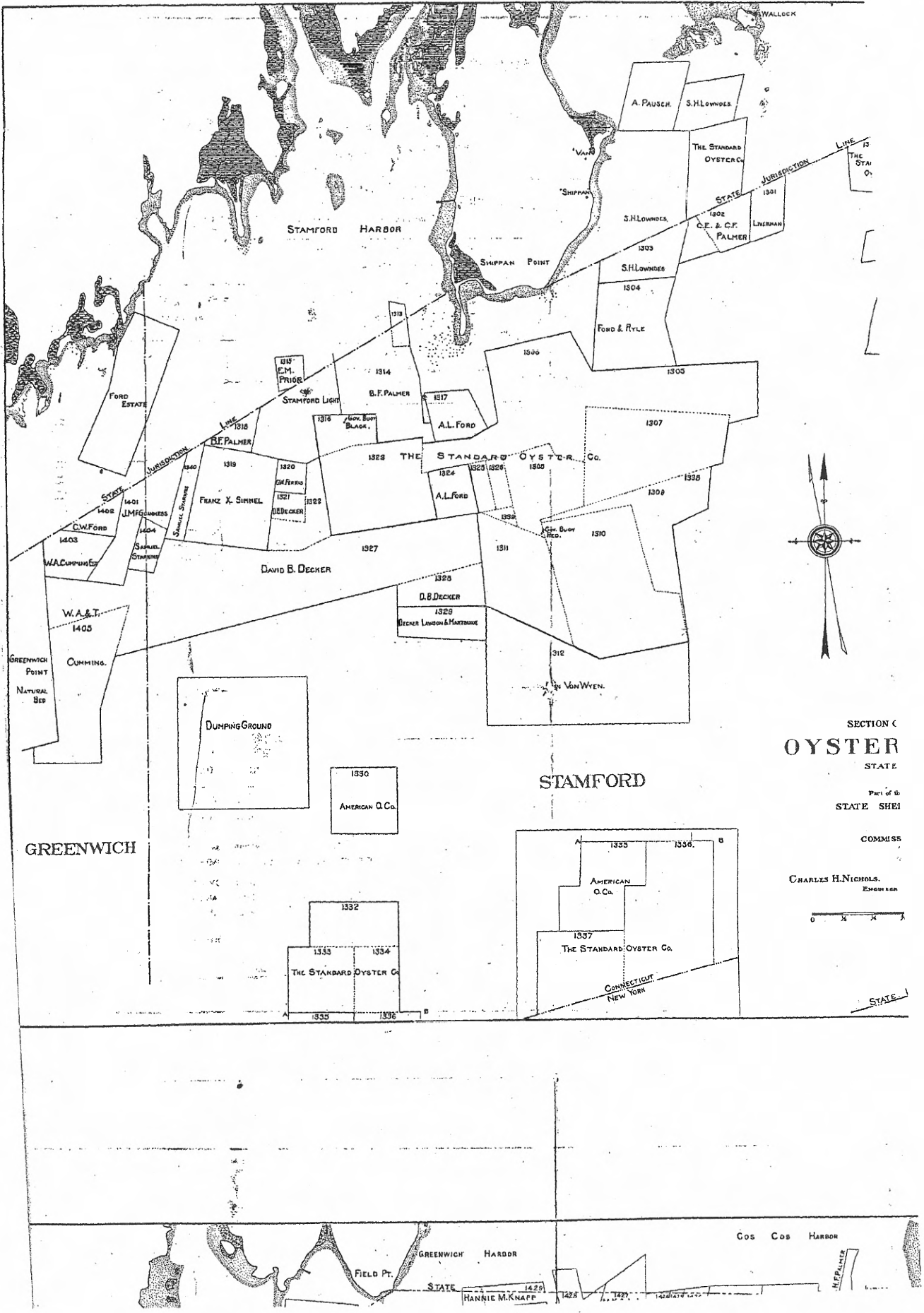
1330  
 AMERICAN O. Co.

1332  
 1334  
 STANDARD OYSTER Co.  
 1336

1335 1336  
 AMERICAN O. Co.  
 1337  
 THE STANDARD OYSTER Co.  
 CONNECTICUT  
 NEW YORK

LEGAL





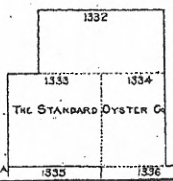
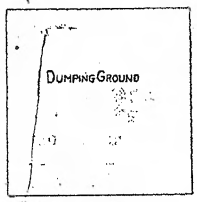
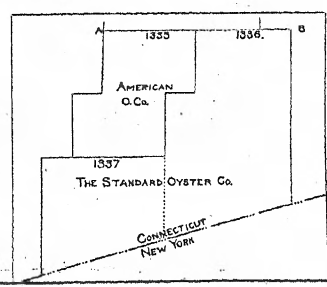
SECTION C  
**OYSTER**  
 STATE  
 Part of the  
 STATE SHEET

COMMISSIONER  
 CHARLES H. NICHOLS.  
 ENGINEER



**STAMFORD**

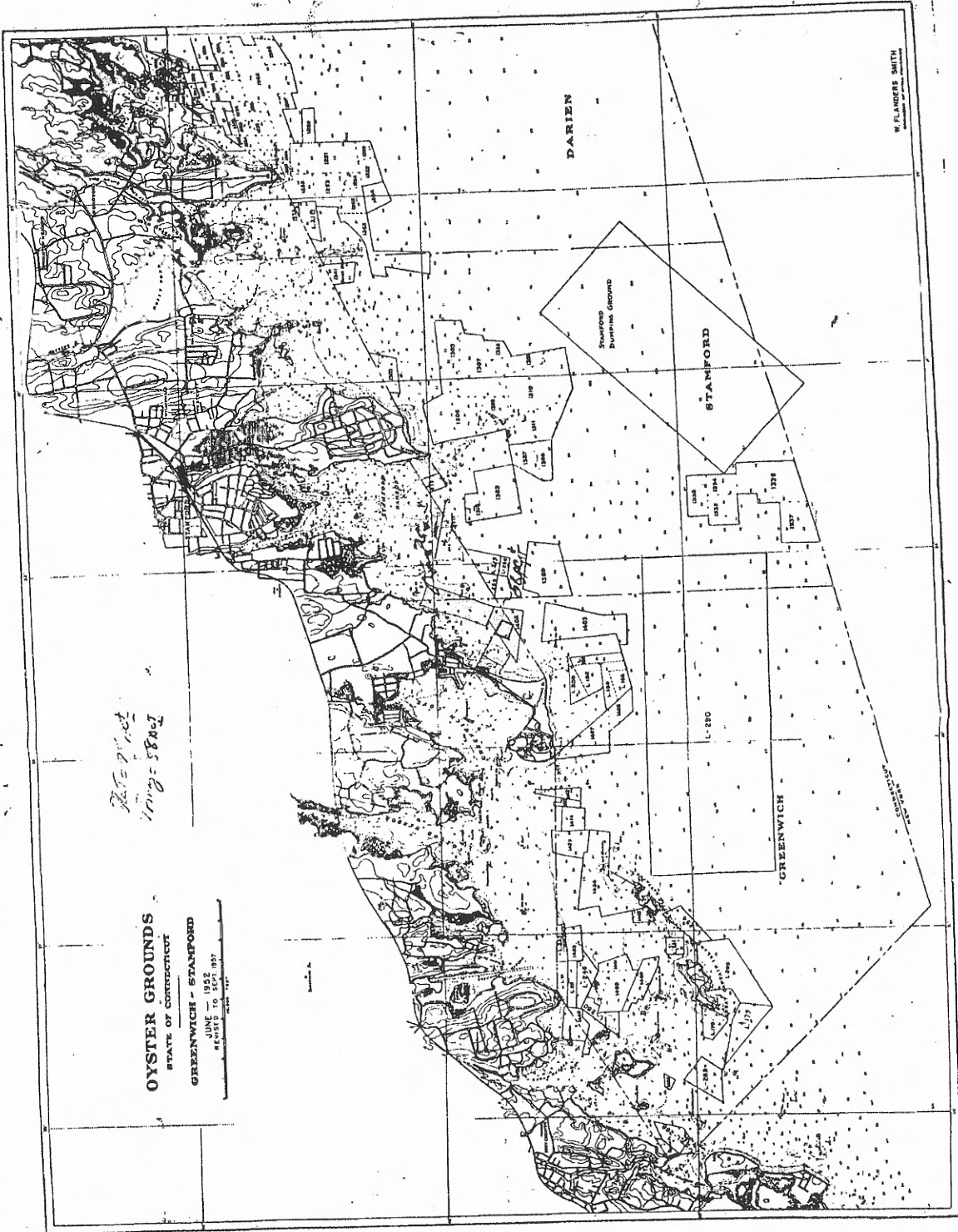
**GREENWICH**



**COB COB HARBOR**

STATE  
 HANNIE M. KNAPP

# Exhibit 28



W. FLANDERS SMITH  
Hydrographic Engineer, U.S.N.

**OYSTER GROUNDS**  
STATE OF CONNECTICUT  
GREENWICH - STAMFORD  
JUNE - 1952  
REVISED TO SEPT. 1957

*Dist = 21.1 mi  
Wing = 580 ft*



# **Exhibit E**







# Exhibit F



AGREEMENT  
For Use of Certain Area Within Fishing Grounds

This Agreement, dated as of April \_\_\_\_\_, 2014, by and between ROBERT E. GRIFFITH of 19 Crooked Trail, Rowayton, Connecticut, (hereafter "Griffith"), as Attorney-In-Fact for ELLEN D. WOELFEL, Owner of certain fishing grounds located in Long Island Sound between Greenwich and Stamford in the State of Connecticut, and KAREN SADIK-KHAN, of 41 Binney Lane, Old Greenwich, Connecticut, as an Abutter (hereafter "Abutter"),

WHEREAS, the Abutter has property interests lying on the eastern shore of Old Greenwich, Connecticut by Binney Lane;

WHEREAS, the Griffith has certain fishing grounds designated as "Ford North" and "Ford A," and "Ford B" (hereafter "Fishing Grounds" shown on the attached chart designated as Exhibit A ) that abut the area next to the Abutter's Old Greenwich, Connecticut shoreline;

WHEREAS, Abutter desires to install TWO moorings into said Fishing Grounds;

NOW THEREFORE, the Parties agree as follows:

1. Abutter shall not install any mooring east of a line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A, nor shall any mooring have swing room east of that line.
2. Abutter may install the agreed upon moorings west of a line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A, during the period of May 1 through October 31 each year.
3. Abutter shall remove the agreed upon moorings west of the line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North, Longitude 73° 33.193' West as shown on Exhibit A for the period November 1 to April 30 each year.
4. Abutter shall pay Griffith an annual fee of TWO HUNDRED DOLLARS (\$200.00) PER MOORING that it causes to be installed within the Fishing Grounds west of the line extending northerly from Latitude 41° 00.900' North, Longitude 73° 33.447' West to Latitude 41° 01.403' North Longitude 73° 33.193' West as shown on Exhibit A, during the period of May 1 through October 31 each year. Such payment shall be made to the order of Robert Griffith and sent with a signed copy of this Agreement to Attorney Carolyn C. Swiggart, 125 Mason Street, Greenwich, Connecticut 06830, or as otherwise directed, before any mooring is installed. Upon receipt of the executed Agreement and fee, Griffith will promptly communicate permission for the moorings to the Greenwich Harbor Master.
5. Griffith shall have no liability or responsibility for any mooring that Abutter installs or causes to be installed in the Fishing Grounds.

6. Abutter shall pay Griffith his costs to remove and store any mooring in the Fishing Grounds (a) for which an annual fee has not been paid, or (b) which remains after November 1, or (c) which is unapproved. Griffith shall not be responsible for any damage or loss of such mooring that is removed and stored by him or his agents.

7. Abutter shall pay Griffith's reasonable attorneys' fees and costs for the enforcement of this Agreement.

8. This Agreement may be annually renewable in writing. Griffith retains the right to change any or all of the terms herein upon the renewal. Griffith retains the right to decline to renew the Agreement.

9. No modification or waiver of any of the terms of this Agreement will be valid unless in writing and executed by both parties. No waiver of any breach hereunder will be deemed a waiver of any subsequent breach or default of the same or similar nature.

10. This Agreement is entered into under the laws of the State of Connecticut and in the construction or execution of the same, the laws of the State of Connecticut shall be deemed to apply and prevail. This Agreement shall be considered separable and, in the event that any portion of this Agreement is declared invalid by any court of competent jurisdiction, the same shall not affect the validity or affect any other portion or provision.

11. Except as otherwise provided herein, all of the provisions of this Agreement shall apply to, bind, and be obligations upon the heirs, executors, administrators, and assigns of the parties.

12. This Agreement shall be executed in two counterparts, each counterpart being deemed an original.

AGREED:

\_\_\_\_\_  
Karen Sadik-Khan  
Date: \_\_\_\_\_

\_\_\_\_\_  
Robert E. Griffith  
Date: \_\_\_\_\_

Attached: Exhibit A – Fishing Grounds

# Exhibit G

To Chris A. Ford

P. 165

Schedule A 58

Schedule B 50

108

QC 2/13/96

Mr. Branchesi  
Assessor

Dear Mr. Branchesi,

For nearly a century and a half the Ford family of Old Greenwich ( formerly Sound Beach ), Connecticut has worked the waters of Long Island Sound adjacent to Stamford and Greenwich. I am a fourth generation New England commercial fisherman. My profession is lobster fishing as was my father's before me. My grandfather and great-grandfather immersed themselves in the oyster trade which flourished from the mid 1800s till early 1900s.

The shellfish grounds on which I am re-establishing claim had been acquired by grants, purchases, or inheritances by the Ford family. Beginning in 1961, a thirty year pollution kept our shellfish beds inactive and undeveloped.

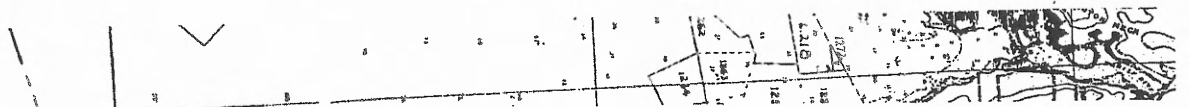
In the upcoming years, I plan to divide my time between maintaining my lobster business and cultivating my shellfish grounds. The risk, the expense, and the hard work should pay off if the waters stay clean and the weather cooperates.

I greatly appreciate your help in establishing current tax accounts for my shellfish grounds. Once the paperwork is finished, I am eager to roll up my sleeves and focus my drive and enthusiasm towards the goal of creating an underwater farm, a place where Ford men of 100 years ago sweated from dawn till dusk; my " Field of Dreams ".

Regards,

*Chris Ford*

Chris Ford



# Exhibit H



STATE OF CONNECTICUT  
 DEPARTMENT OF AGRICULTURE  
 BUREAU OF AQUACULTURE & LABORATORY



September 28, 2009

Robinson & Cole  
 280 Trumbull Street  
 Hartford, CT 06103-3597

Mr. John Casey:

The Department of Agriculture Bureau of Aquaculture received your freedom of information letter requesting all documents pertaining to shellfish lot #1 in Greenwich leased to Robert Griffith. The letter then specifically includes a request for a copy of the official map showing the location of Lot #1 and the metes and bounds description of the exact location of Lot #1.

In an attempt to meet the spirit of the law I will provide the following information: that north of a line drawn from southeastern point of Greenwich Point to Shippan Point in Stamford, all information and authority pertaining to shellfish lots is under the authority of the local town shellfish commission. The records are located at the Town hall. That being said I believed based on other information within the Bureau that the shellfish lot you describe as shellfish lot #1 is known to the Bureau as the Ford North Lot, owned by a Ford who has an agreement to work with Robert Griffith.

Working under that assumption I have enclosed eleven photocopies pertaining to the Ford North Lot that were provided by Robert Griffith to verify that he had permission to use the lot from Chris Ford. The lot description is included as provided to the Bureau. No information is available on leases as this is a Greenwich Town franchise lot and the Greenwich would possess the official map showing the location of the Ford North lot. There exist no other documents, emails, forms, or references regarding Shellfish Lot #1.

Please remit to the Commissioner of Agriculture \$2.97 broken out as \$1.75 for seven pages (four free) and then \$1.22 for postage.

Thank you for your cooperation.

*David H. Carey*  
 David H. Carey

Director

P.O. Box 97, 190 Rogers Avenue, Milford, CT 06460  
 Phone: 203-874-0696 Fax: 203-783-9976  
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