No. CV 91 0062496S

HIGH STREET ASSOCIATES

: SUPERIOR COURT

VS.

: JUDICIAL DISTRICT OF MIDDLESEX at Middletown

WILLIAM J. ZISK

: OCTOBER 25, 1991

NOTICE OF COMPLIANCE

Notice is hereby given to the Defendant that the Plaintiff,
HIGH STREET ASSOCIATES, has hereby complied with the Defendant's
Request for Disclosure and Production dated September 27, 1991.

PLAINTIFF

By_

Joseph E. Milardo, Jr. Its Attorney

CERTIFICATION OF SERVICE

Service is hereby certified to all counsel and pro se parties of record on the above date in accordance with the rules of practice.

Joseph E. Milardo, Jr. Commissioner of the Superior Court

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STATE OF CONNECTICUT

RETURN DATE: JULY 16, 1991

DOCKET NUMBER: CV 91 0062496 S

HIGH STREET ASSOCIATES

: SUPERIOR COURT

JUDICIAL DISTRICT OF MIDDLESEX AT MIDDLETOWN

WILLIAM J. ZISK

: SEPTEMBER 27, 1991

DEFENDANT'S REQUEST FOR INTERROGATORIES AND PRODUCTION

Now comes the Defendant in the above captioned matter, pursuant to, inter alia, P.B. Sec.216 et. seq. as amended, represents that certain facts which are in issue are within the Plaintiff's knowledge, possession, or power, and not within the mover's knowledge, or power, and moves that the Plaintiff be ordered to answer the following interrogatories and to produce the following records:

BY WAY OF INTERROGATORIES

1. State your name, other names by which you have been known, and business address(s).

ANSWER:

High Street Associates 1783 Saybrook Road Haddam, Connecticut 06438

2. Discribe any and all agreements and authorities by which you are the owner of any legal or equitable interest in the real property described in the Complaint.

ANSWER: Warranty Deed signed by Mary Zisk 5/8/91, Edward Zisk 5/13/91
Donald Zisk 5/8/91

Quit Claim Deed signed by Mary Zisk 5/8/91, Edward Zisk 5/13/91 Donald Zisk 5/8/91

3. If you claim that the agreements and/or authority(ies) by which you are an owner of the described real property as referred to in the preceding Interrogatory is a written document, for each said document, state the date(s) of said document(s), the place where each document(s) was signed, and the consideration paid for and received for each document(s) or agreement(s).

ANSWER: See deeds above signed by Mary and Donald Zisk in Roseville, CA, Edward Zisk in Pearl River, LA, and plaintiff in Middletown, CT. Consideration was \$208,333.32 in consideration of all deeds.

4. Concerning the partnership status of the Plaintiff as alleged in the Complaint, state the date(s) that the partnership agreement was/were signed, the names of each partner of said partnership, and addresses, the status of each partner as general limited or special, the nature and value of each partner's contribution to the partnership, the object or purpose of the partnership, and the location of the original partnership agreement.

ANSWER:

Partners in High Street Associates are Architects Equity Inc. of Haddam, CT and ACF Inc. of Hamden, CT

Status: General Partners

Contribution: Partners contribute to ongoing expenses and perform the work required

Purpose: To subdivide land, design and build homes.

Common Law Partnership - no agreement as of this date.

5. Describe any agreements, involvement and participation in the creation and/or operation of the Plaintiff partnership, if any, of each of the following: Mary A.Zisk, Donald R. Zisk, Edward J. Zisk and Marion A. Krivanec.

ANSWER: There is no involvement by any of the Zisk family in the partnership.

6. Were any attempts made by the Plaintiff partnership to contract with the Defendant, William J. Zisk, concerning your purported acquisition of an interest in 106 High Street, Higganum Connecticut?

ANSWER: No - Although one of the principals had such contacts individually in 1989.

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7. If so, please state: N/A

- a) the day of said attempt(s);
- b) the manner of the attempt(s); &
- c) the names and addresses of all those who conducted said attempt(s).

ANSWER:

8. Was any realty agency or realtor involved in the procurement of any interest in the real property referred to in paragraph 2 of the Complaint?

ANSWER: Yes

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9. If so, please state the name and address of each realty agency or realtor and their dates of service.

ANSWER: Norma Burr, Bogdan Realty, Haddam Referral only. 1988.
Originally mentioned to plaintiff.

10. Describe each and every contract or agreement concerning the purchase of 106 High Street, Higganum, Connecticut, ever entered into between Plaintiff and Mary A. Zisk, Donald R. Zisk, Edward J. Zisk and/or Marion A. Krivanec?

ANSWER: None

11. Have any applications been filed by you or on your behalf with any local zoning authority concerning the property located at 106 High Street, Higganum, Connecticut?

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ANSWER:

No

12. If so, please state the date of each application, the undersigning applicant, the purpose of each application, and the status of each application.

ANSWER: N/A

ANSWER CON'T.

WILLIAM J. ZISK - PRO SE 205 THOMAS STREET - ROSEVILLE, CALIFORNIA 95678 - (916) 782-2233

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BY WAY OF PRODUCTION

The Defendant requests, pursuant to Sec. 226 and 227 of the Rules of Practice, as amended, the Plaintiff to produce the following:

- 1. Copies of all contracts and agreements from any of the following to the benefit of the Plaintiff: Mary A. Zisk, Donald R. Zisk, Edward J. Zisk and Marion A. Krivanec.
- 2. Copies of all documents referred to in Interrogatory No. 2 within.
- 3. Copies of all documents as referred to in Interrogatory No.s 4, 5 and 11 within.

THE DEFENDANT:

WILLIAM J. ZISK 205 Thomas Street Roseville, California 95678 (916) 782-2233

By WILLIAM J. ZISK

I hereby certify that a copy of the foregoing interrogatories and request for production was mailed to all attorney of record

M

WILLIAM J. ZISK

PRO

this 27th day of September 1991.

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Pursuant to Section 123(a) of the Connecticut Practice Book, I hereby certify that a copy of the above was mailed on the above date to Joseph E. Milardo, Jr., Esq. Jozus, Milardo & Thomasson, 73 Main Street, Middletown, Connecticut 06475.

William J. Zick PROSE

WILLIAM J. ZISK - PRO SE 205 THOMAS STREET - ROSEVILLE, CALIFORNIA 95678 - (916) 782-2233

:27

CERTIFICATION

This is to certify that I Steven A. Rocco, President of Architects Equity, Inc., General Partner of High Street Associates, a Connecticut general Partnership , plaintiff in this action, have read the foregoing answers to interrogatories and state that they are true and accurate to the best of my knowledge on this 25th day of October , 1991.

Steven & Poors

STATE OF CONNECTICUT)

ss. Middletown

COUNTY OF MIDDLESEX

On the 25th day of October , 1991, before me, Dean A. Thomasson , personally appeared Steven A. Rocco who affirmed under oath the truth of the foregoing interrogatories and also acknowledged his execution of the above document.

Dean A. Thomasson

Commissioner of the Superior Court Notary Public

WARRANTEE DEED

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

KNOW YE, THAT MARY A. ZISK, and DONALD R. ZISK, both of the City of Roseville, County of Placer, and State of California, and EDWARD J. ZISK, of the Town of Pearl River, Parish of Saint Tammany, and State of Louisiana ("Grantors") for the consideration of TWO HUNDRED EIGHT THOUSAND THREE HUNDRED THIRTY THREE AND 32/100 (\$208,333.32) DOLLARS received to their full satisfaction of HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 ("Grantee") do give, grant, bargain, sell and confirm their undivided ten-twelfths (10/12) interest unto the said Grantee HIGH ST. ASSOCIATES and unto its successors and assigns forever in the following described pieces:

All those certain pieces or parcels of land situated in the Village of Higganum, in the Town of Haddam, County of Middlesex and State of Connecticut, bounded and described as follows:

First Piece - The Homestead, so called, bounded by a line beginning on the highway at the northwest corner of said homestead property and running thence easterly by land of Frank Skrivanek, to land of Charles B. Carlson; thence southerly by lands now or formerly of Charles B. Carlson, Robert H. Carlson and Burr & Baroni, Incorporated, to land now or formerly of Carl Andeen; thence westerly by land of Carl Andeen to the highway; thence northerly by highway to land of Herbert S. Johnson; thence easterly, northerly and northwesterly by land of said Herbert S. Johnson and land of Charles B. Carlson to land of Mazie M. Carlson; thence northerly and westerly by land of said Mazie M. Carlson to the highway; thence northerly by highway to the point of beginning, containing by estimation twenty-four (24) acres, more or less, with the dwelling house and all other buildings and improvements thereon, together with such rights of way and rights to maintain water pipes appurtenant to the land granted as of record may appear, and especially as described in deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded in Vol. 47, pages 420, 421, and 422 of the Haddam Land Records; the premises being also subject to certain rights of way and to maintain water pipes, as by record will appear and especially as described in deed from Otto F. Carlson to Gustaf B. Carlson dated September 9, 1913 and recorded in Vol. 51, at Page 228 of the Haddam Land Records, and in an agreement between Otto F. Carlson and Charles B. Carlson dated August 18, 1916 and recorded in Haddam Land Records, Vol. 51, at Page 393.

<u>Second Piece</u> - Being sprout land and containing seven (7) acres, more or less, bounded northerly and easterly by land now or formerly of Burr & Baroni, Incorporated; southerly by lands now or formerly of Mashinda and Carl Andeen and westerly by the Third Piece herein described, it being the second piece described in a deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908, recorded in Vol. 47, at Pages 420, 421, and 422 of the Haddam Land Records.

Third Piece - Being sprout land and containing one acre, more or less, bounded northerly by land formerly of Cyrus A. Hubbard, easterly by land formerly of Cyrus A. Hubbard, in part and partly by land formerly of James C. Walkley; southerly by land of Cyrus A. Hubbard and westerly by land formerly of Chauncey D. Skinner

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being the same land described as the third piece in said deed of Carlson to Carlson, recorded in Vol. 47, at Pages 420-422 of said Haddam Land Records.

Excepting therefrom the following pieces:

- 1. A certain piece or parcel of land being 20 feet by 220 feet, more or less, easterly of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.
- 2. A certain piece or parcel of land being 20 feet by 111 feet, more or less, northerly of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Jennie E. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 353 of the Haddam Land Records.
- 3. A certain piece or parcel of land resulting from a "Boundary Agreement and Mutual Quit Claim" between William W. Zisk and Mary A. Zisk and Willard B. Marsden and Roslyn B. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 438 of the Haddam Land Records.

Said premises are conveyed together with:

- 1. A right of way to pass and repass with teams and on foot over the May Lot as more fully described in a Quit Claim Deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 420 of the Haddam Land Records.
- 2. A right to lay, maintain and repair water pipes on said May Lot as more fully described in a Quit Claim Deed from Charles B. Carlson to Otto F. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 420 of the Haddam Land Records.
- 3. A certain piece or parcel of land resulting from a "Boundary Agreement and Mutual Quit Claim" between William Zisk and Mary Zisk and Willard B. Marsden and Roslyn B. Marsden dated May 26, 1959 and recorded May 26, 1959 in Volume 90, at Page 438 of the Haddam Land Records.
- 4. Water rights or easements reserved over a 20 foot by 111 foot, more or less, area as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Jennie E. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 352 of the Haddam Land Records.
- 5. A right to require fence maintenance along the southerly half of a division fence along the easterly line of a 20 foot by 220 foot, more or less, piece of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.

Said premises are conveyed subject to:

1. A right of way to pass with teams and on foot to the May Lot from the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Charles B. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 422 of the Haddam Land Records.

- 2. A right to use, lay pipes and maintain and conduits to the May Lot from the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Charles B. Carlson dated August 1, 1908 and recorded August 19, 1908 in Volume 47, at Page 422 of the Haddam Land Records.
- 3. A right to use water from two (2) springs and the right to lay and maintain pipes and to connect to present pipe lines from a lot north of the original bottling works as more fully described in a Quit Claim Deed from Otto F. Carlson to Gustaf B. Carlson dated September 9, 1913 and recorded November 22, 1913 in Volume 51, at Page 228 of the Haddam Land Records which two springs and pipe rights are more fully described and labeled as the Undina or Granite Rock Spring on the May Lot and the other known as Cold Spring or Boiling Spring on the Huntington Lot (Zisk) as contained in a Warranty Deed from Maizie M. Carlson to Jennie E. Johnson dated February 5, 1945 and recorded February 5, 1945 in Volume 70, at Page 108 of the Haddam Land Records.
- 4. An easement in common with others for the purpose of traveling on foot, with horses, cattle teams and motor vehicles being ten (10) feet in width along the easterly boundary of the old bottling works as more fully described in a "Right of Way" from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated July 17, 1947 and recorded February 14, 1948 in Volume 73, at Page 311 of the Haddam Land Records.
- 5. An obligation to maintain the northerly portion of a fence along the easterly boundary of the old bottling works as more fully described in a Quit Claim Deed from William W. Zisk and Mary A. Zisk to Buckley E. Johnson and Eric H. Johnson dated February 3, 1948 and recorded April 14, 1948 in Volume 73, at Page 351 of the Haddam Land Records.
- 6. Prescriptive rights of access to a certain piece or parcel of land known as Rockrimmon Lodge from the highway.

Said premises being a portion of the premises contained in a Warranty Deed from Beda L. Brainard to William W. Zisk and Mary A. Zisk dated December 3, 1943 and recorded December 4, 1943 in Volume 67, at Page 469 of the Haddam Land Records. Reference is also made to a Certificate of Distribution of Real Estate wherein the interest of William W. Zisk was distributed to Mary A. Zisk, William J. Zisk, Edward J. Zisk, Marion A. Krivanec and Donald R. Zisk by instrument dated March 11, 1971 and recorded March 22, 1971 in Volume 109, at Page 206 of the Haddam Land Records.

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

AND ALSO, the said Grantors do for themselves and their heirs, executors, administrators and assigns, covenant with the said Grantee and with its successors and assigns, that at and until the ensealing of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and we have 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 Grantors, do by these presents, bind themselves and their heirs, executors, administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to the said Grantee, and unto its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8TH day of May , in the year of our Lord nineteen hundred and ninety-one.

Signed, Sealed and Delivered in the Presence of:

Rence From MARY A/2ISK 5/9/9/

Rence From MARY A/2ISK 5/9/9/

Ruth A. Robinson

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Ruth A. Hobinson

Ruth A

STATE OF CALIFORNIA

ss. Roseville

MAY 8 , 1991

COUNTY OF PLACER

On this the Sth day of MWW , 1991, before me, Three A Hunder, the undersigned officer, personally appeared MARY A. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIFFES A. HANSEN
PLACER LOUNTY
IN COMM. FXP. APR. 221. 1901

Theresia Harren

Notary Public

My commission expires: 47.7.144

ss. Roseville

May 8, 1991

COUNTY OF PLACER

on this the SHN day of WWW , 1991, before me, Theresh A HA appeared DONALD R. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within insturment and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Theresa A. Hansen Notary Public

STATE OF LOUISIANA PARISH OF SAINT TAMMANY)

m ay 13, 1991 ss. Pearl River

My commission expires:

On this the 13th day of May , 1991, before me, REBECC appeared EDWARD J. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within insturment , 1991, before me, REBECCA D. and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

> Kebecca D. Notary Public

> My commission expires:

GRANTEE'S ADDRESS:

1783 Saybrook Road

Haddam, Connecticut 06438

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CONVLIANCE TAX RECEIVED

TOWN CLERK OF HADDAM

TOWN CLERK OF HADDAM

TOWN CLE S OFFICE
HADDAN, CONN.
TOWN CLERK

QUIT CLAIM DEED

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

KNOW YE, THAT MARY A. ZISK, and DONALD R. ZISK, both of the City of Roseville, County of Placer, and State of California, and EDWARD J. ZISK, of the Town of Pearl River, Parish of Saint Tammany, and State of Louisiana ("Releasors") for the consideration of ONE AND NO/100 (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATION received to their full satisfaction of HIGH ST. ASSOCIATES, a Connecticut general partnership having its principal place of business at 1783 Saybrook Road, Haddam, Connecticut 06438 ("Releasee") do remise, release, and forever QUIT CLAIM unto the said HIGH ST. ASOCIATES and unto its successors and assigns forever, all the right, title, interest, claim and demand whatsoever as we the said releasors have or ought to have in or to all those certain pieces or parcels of land situated in the Village of Higganum, in the Town of Haddam, County of Middlesex and State of Connecticut, bounded and described as follows:

First Piece - The Homestead, so called, bounded by a line beginning on the highway at the northwest corner of said homestead property and running thence easterly by land of Frank Skrivanek, to land of Charles B. Carlson; thence southerly by lands now or formerly of Charles B. Carlson, Robert H. Carlson and Burr & Baroni, Incorporated, to land now or formerly of Carl Andeen; thence westerly by land of Carl Andeen to the highway; thence northerly by highway to land of Herbert S. Johnson; thence easterly, northerly and northwesterly by land of said Herbert S. Johnson and land of Charles B. Carlson to land of Mazie M. Carlson; thence northerly and westerly by land of said Mazie M. Carlson to the highway; thence northerly by highway to the point of beginning.

<u>Second Piece</u> - Being sprout land bounded northerly and easterly by land now or formerly of Burr & Baroni, Incorporated; southerly by lands now or formerly of Mashinda and Carl Andeen and westerly by the Third Piece herein described.

Third Piece - Being sprout land bounded northerly by land formerly of Cyrus A. Hubbard, easterly by land formerly of Cyrus A. Hubbard, in part and partly by land formerly of James C. Walkley; southerly by land of Cyrus A. Hubbard and westerly by land formerly of Chauncey D. Skinner.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee its successors and assigns forever, so that neither we the Releasors nor our heirs nor any other persons under ourselves or them shall hereafter have any

NO CONVEYANCE TAX RECEIVED

.. In P. Halletler rown clerk of HADDAM

STATE
NO CONVEYANCE TAX RECEIVED

Gran P. Huffeleller TOWN CLERY OF HADDAM claim, right or title in or to the premises, or any part therof, but therefrom we and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8TH day of May , 1991.

Signed, Sealed and Delivered in the Presence of:

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Rence tratis

Ruth A. Robinson

Ruth A. Robinson

Ruth A. Robinson

Donald R. Jisk

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STATE OF CALIFORNIA

COUNTY OF PLACER

ss. Roseville

May 8 , 1991

On this the the day of Muy , 1991, before me, Tyrra A Mary A. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

THE REAL A. HANSEN DE CALIFORNIA DE LA COUNTY DE LA COUNT

Marson a Hangue

Notary Public My commission expires: 4/22/94

STATE OF CALIFORNIA

COUNTY OF PLACER

ss. Roseville

May 8 , 1991

On this the 410 day of MM, , 1991, before me, Thereta A HMY, appeared DONALD R. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within insturment and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL PRINT IN THE RESAURA OF THE RESAURA OF THE RESAURANCE OF THE RESAURACE OF THE RESAURANCE OF T

Thereso A. Hensen
Notary Public
My commission expires: 427.44

STATE OF LOUISIANA)
PARISH OF SAINT TAMMANY)

ss. Pearl River May 13, 1991

On this the 13th day of , 1991, before me, Reacca D.CRAWFe appeared EDWARD J. ZISK known to me (or satisfactorily proven) to be the person whose name is subscribed to the within insturment and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

RESECCA D CRAWFORD NOTARY Public

My commission expires:

GRANTEE'S ADDRESS:

1783 Saybrook Road

Haddam, Connecticut 06438

NO CONTROL VANCE TAX RECEIVED

Jalanda M. Vallera A.

10 9 SOFFICE HADDING CONN. CONTROLLED TO 180 Pg 235