

FORM 173A CONNECTICUT - WARRANTY DEED
REV 8/81



VOL. 373 PAGE 512

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That WE, BENJAMIN H. GLEASON of 2076 East Street, Bridport, VT 05734 and ROBERT R. GLEASON of P.O. Box 771171 Eagle River, Alaska 99577, the said Robert R. Gleason acting herein through his Attorney-In-Fact Benjamin H. Gleason pursuant to a Power of Attorney dated December 22, 1978 and recorded in Volume 185 Page 652 of the Old Saybrook Land Records.
for the consideration of NINETY-THREE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$93,555.00)

received to our full satisfaction of DAVID G. BROWN of The Hay House, 155 Inghem Hill Road, Old Saybrook, CT 06475

do. give, grant, bargain, sell and confirm unto the said DAVID G. BROWN, his heirs and assigns forever,

See Schedule "A" for a description of the premises conveyed together with the appurtenances and subject to the encumbrances therein set forth.

CONVEYANCE TAX RECEIVED

TOWN \$ 102.91
STATE \$ 467.77

Frank V. Becker
TOWN CLERK OF OLD SAYBROOK

VOL. 373 PAGE 513

SCHEDULE "A"

a certain piece or parcel of land, together with the buildings and improvements thereon and the appurtenances thereto, situated on the westerly side of Ingham Hill Road in the Town of Old Saybrook, County of Middlesex and State of Connecticut shown as "Land of Gleason to be Conveyed to David Brown" on a map entitled "Boundary Survey Plan Properties Of Gleason, Et Al And Rhodes, Et Al To Be Conveyed To The Town Of Old Saybrook Ingham Hill Road & Old Back Highway Old Saybrook, Connecticut Date May 17, 1999 Revised to 8/13/99 Scale 1"=100' Sheet 3 of 6 Angus McDonald/Gary Sharpe & Associates, Inc. Civil Engineers-Planners-Surveyors," which map is on file in the Old Saybrook Town Clerk's office, being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Ingham Hill Road at the intersection of two stone walls, which point marks the northeasterly corner of land now or formerly of Larry G. Nichols and Margaret M. Nichols and the southeasterly corner of the premises herein described; thence running northwesterly following a stone wall along the westerly side of Ingham Hill Road a distance of 809 feet, more or less, to a point; thence running S47°50'06"W a distance of 119.13 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running N49°05'59"W a distance of 45.10 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running generally southwestery a distance of 930 feet, more or less, following the southerly edge of an existing driveway along land now or formerly of Gleason, as shown on said map, to a point marked by an iron pin; thence running S02°57'37"W a distance of 22.74 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running S33°28'13"E a distance of 45.93 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running S31°03'24"E a distance of 59.13 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running S58°15'57"E a distance of 99.72 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running N80°49'15"E a distance of 129.79 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running N79°19'02"E a distance of 133.06 feet along land now or formerly of Gleason to a point marked by an iron pin; thence running S46°32'40"E a distance of 94.90 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running S20°38'21"E a distance of 29.29 feet following along land now or formerly of Gleason to a point marked by an iron pin; thence running S73°52'20"E a distance of 86.12 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running S62°21'58"E a distance of 18.77 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running S79°24'22"E a distance of 21.75 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running N58°25'55"E a distance of 64.22 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running N82°47'01"E a distance of 57.69 feet following a stone wall along land now or formerly of Gleason to a point marked by an iron pin; thence running N82°17'06"E a distance of 73.09

VOL. 373 PAGE 514

feet following a stone wall along land now or formerly of Gleason to a point; thence running southeasterly a distance of 480.22 feet, more or less, along land now or formerly of Nichols to the point or place of beginning, containing 12.6 acres, more or less by survey, together with a right of way over the gravel driveway from Ingham Hill Road shown on said map along the northerly and westerly side of the property until it enters the property herein conveyed and together with a right to enter an area to the north of the property for the purpose of accessing the pond located thereon and pumping the water therefrom for agricultural purposes in the same manner as the pond has been previously used for said purpose, and together with the right of continuing usage of the overhead telephone wires which cross property to the north, but not including the right to add other utility services to the existing poles, all as shown on the above-referenced map.

The property is conveyed subject to a permanent restriction and covenant running with the land appurtenant to and enforceable by the Town of Old Saybrook and its adjacent property limiting the use of the property to conservation and agricultural purposes and the one dwelling presently existing on the premises, and prohibiting the further division of the property or its sale except as an entire unit. The Grantee, for himself and his heirs and assigns, by acceptance of this deed hereby agrees to preserve the "Hay House" on the property in substantially its present condition. The Grantee shall have the right to install an on-site sanitary sewage disposal system for the Hay House if required by the Old Saybrook Sanitarian pursuant to the State Health Code and regulations thereunder. If any such improvements are made to the Hay House then it shall constitute the one single family residence permitted on the premises if the Town of Old Saybrook does not exercise its rights under a certain option agreement of even date as of record may appear. If no such improvements are made to the Hay House and the Town of Old Saybrook does not exercise its option, then the owner of the Property may construct one single family residence in conformance with all applicable state and local regulations on the Property and the Hay House shall thereafter become a non-occupied accessory building. Said premises are further conveyed subject to the terms of said option agreement to the Town of Old Saybrook dated September 3, 1999 and recorded in the Old Saybrook Land Records. The Property is also conveyed subject to a right of way in favor of the Town of Old Saybrook over the western portion of the gravel driveway for emergency purposes only. Any modifications to the above restrictions and/or option agreement shall be in writing and agreed to by the said David G. Brown, his heirs, executors or personal representatives and assigns and by the Town of Old Saybrook.

Said premises are conveyed subject to zoning and other regulations imposed by governmental authority and to taxes on the List of October 1, 1998 due the Town of Old Saybrook.

VOL. 373 PAGE 515

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee and his heirs, successors and assigns forever, to his and their own proper use and behoof.

And also, we the said grantors do for ourselves and our heirs, executors and administrators, covenant with the said grantee and his successors, 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 is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, we the said grantor do by these presents bind ourselves and our heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee and his successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, we have hereunto set our hands and seal this 3 day of September in the year of our Lord nineteen hundred and ninety-nine. Signed, Sealed and Delivered in presence of

Jane R. Marsh
Jane R. Marsh

Benjamin H. Gleason
Benjamin H. Gleason

Robert R. Gleason
Robert R. Gleason

Benjamin H. Gleason POA
Robert R. Gleason by Benjamin H. Gleason his Attorney-in-Fact

Please execute this document in the presence of two witnesses and a Notary Public who should complete the acknowledgment and affix his or her impression seal and the date upon which his or her commission expires. Under the signatures of the witnesses and the Notary, their names should be either printed or typed in. The Notary may serve as one of the two witnesses if you so desire.

State of Connecticut, } ss. Old Saybrook September 3, A. D. 1999
County of MIDDLESEX

Personally Appeared BENJAMIN H. GLEASON for himself and as Attorney-in-Fact for Robert R. Gleason

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed and the free act and deed of Robert R. Gleason before me.

Jane R. Marsh
Jane R. Marsh
Commissioner of the Superior Court

Latest address of Grantee:
No. and Street The Hay House
155 Ingham Hill Road
City Old Saybrook
State CT Zip 06475

September 7, 1999
Rec'd for Record at 8:34 A.M.
Recorded by Sarah V. Baker
Town Clerk

VOL. 373 PAGE 516

OPTION AGREEMENT

In part consideration for the sale and purchase of certain property consisting of 12.6 acres, more or less, known as 155 Ingham Hill Road in the Town of Old Saybrook, County of Middlesex and State of Connecticut, the adequacy whereof the parties hereto acknowledge, we, BENJAMIN H. GLEASON and ROBERT R. GLEASON as Sellers and DAVID G. BROWN as Purchaser thereof, and his heirs, executors, administrators and personal representatives (hereinafter collectively referred to as "BROWN") hereby grant to the TOWN OF OLD SAYBROOK a municipal corporation with its territorial limits in the County of Middlesex and State of Connecticut (hereinafter the "Town"), an option to purchase the property described on Schedule "A" attached hereto and known as 155 Ingham Hill Road, Old Saybrook, CT 06475 (hereinafter "the Property") for the sum of \$93,555.00 cash exercisable by the said Town at any time the said BROWN voluntarily or due to incompetence or disability or his estate upon the death of said David G. Brown sell or otherwise convey, grant or transfer the Property. This option shall remain in force until: (1) the said Town has been given reasonable written notice, but in any event not less than six (6) months notice, by BROWN or his estate; and (2) the Town has an opportunity to exercise its option, and the Town has thereafter failed or declined to do so within said notice period. BROWN must deliver written notice to the Town by certified mail in care of its First Selectman at the Old Saybrook Town Hall. Upon expiration of the option without a closing, BROWN will thereafter have the free and unfettered right to list the Property for sale as a whole to other parties, subject to all restrictions applicable to the Property except the restriction prohibiting the construction of one single family residence in accordance with Town regulations and codes.

BROWN shall have the right to install an on-site sanitary sewage disposal system for the Hay House located on the property if required by the Old Saybrook Sanitarian pursuant to the State Health Code and regulations thereunder. If such improvements are made to the Hay House, then it shall constitute the single family residence described above and no new dwelling may be constructed if the Town does not purchase the Property pursuant to this Option Agreement, but other improvements and additions may be made to the Hay House in accordance with applicable zoning, fire and building codes and other applicable statutes, regulations and ordinances. Under no circumstances shall the Town owe the said BROWN any sum for costs incurred for improvements to the Property or otherwise whether or not the Option is exercised.

Any modifications or additions to this option must be in writing and signed only by the said BROWN and the Town.

In Witness Whereof, the parties hereto

Maureen R. Marshall
witness
Thomas C. Fincannon
witness
Maureen R. Marshall as to all
witness
Thomas C. Fincannon
witness

Benjamin H. Gleason
Benjamin H. Gleason
Benjamin H. Gleason POA
Robert R. Gleason by Benjamin H. Gleason his Attorney-in-Fact
David G. Brown
David G. Brown

STATE OF CONNECTICUT: ss. Old Saybrook September 3, 1999
COUNTY OF MIDDLESEX:

Personally appeared David G. Brown and Benjamin H. Gleason for himself and as Attorney-in-Fact for Robert R. Gleason signers of the foregoing and acknowledged the same as their free act and deed and the free act and deed of Robert R. Gleason before me.

Maureen R. Marshall
Commissioner of the Sup. Court

VOL. 373 PAGE 517

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VOL. 373 PAGE 518

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September 7, 1999
Rec'd for Record at 8:35 A.M.
Recorded by Sarah V. Becker
Town Clerk

