### Final Subdivision
**PLPZ #2021 00487**

For confirmation that the western, 1.956-acres parcel, is a zoning lot for building purposes.

<table>
<thead>
<tr>
<th>Location:</th>
<th>48 Pecksland Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot #1</td>
<td>Easterly Property</td>
</tr>
<tr>
<td>Lot #2</td>
<td>Westerly Property</td>
</tr>
<tr>
<td>Tax ID: 10-1703</td>
<td>2.819-acres</td>
</tr>
<tr>
<td>Tax ID: 10-1891</td>
<td>1.956-acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zone:</th>
<th>RA-2 (2-acre minimum lot size)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot #1</td>
<td><strong>Existing</strong> 2.819-acres (2.947-acres with accessway)</td>
</tr>
<tr>
<td>Lot #2</td>
<td>1.956-acres</td>
</tr>
<tr>
<td>48 Pecksland Road</td>
<td>4.775-acres</td>
</tr>
</tbody>
</table>

### APPLICATION SUMMARY

48 Pecksland Road is comprised of two Tax IDs (Tax ID: 10-1703 (“Lot #1”) and 10-1897 (“Lot #2”)) with both lots under the same ownership. An application for a Final Subdivision, for confirmation that the westerly property (aka Lot #2 and Tax ID: 10-1891), is a separate zoning lot for building purposes. Lot #1 is 2.819-acres and Lot #2 is 1.956-acres in size and together are located at 48 Pecksland Road in the RA-2 Zone. Neither lot is proposed to change size with this application.

### ISSUES / COMMENTS TO BE ADDRESSED

1. Lot #1 is proposed to be compliant with the RA-2 minimum lot size, but Lot #2 would be nonconforming at only 1.956-acres in size (0.044-acres shy of the minimum lot size for the RA-2 Zone) per Sec. 6-205 of the BZR.
2. **Deed Histories.** The applicant provided deed histories of both properties starting in February of 1911 when the entire area was a portion of a 21+ acre parcel.
3. **“Lot #2” Lot Size.** When “Lot #2” became 1.956-acres from 2.0-acres in 1952, the land was zoned to have 1.0-acre minimum lot sizes. In 1957 the area was rezoned to have a 2-acre minimum lot size, and the area remains as a 2-acre minimum lot size today. “Lot #2” is an undersized lot at 1.956-acres for the RA-2 zone where 2.0-acres is the minimum lot size per Sec. 6-205 of the BZR. The Commission may ask the applicant why they are not proposing to increase the size of “Lot #2” to be 2.0-acres in size so to meet the minimum lot size of today’s regulations.
4. The structures on Lot #1 will continue to meet the setbacks for the RA-2 Zone if separated from Lot #2.
5. The Commission may ask the applicant to confirm the height of the fence around the planting area on Lot #2 to verify the structure meets the height requirements of Sec. 6-140.2 of the Building Zone Regulations. This fenced in garden area may be an accessory structure if the lot is deemed an
independent lot, and an accessory structure is not permitted on a parcel that does not have a main structure per Sec. 6-93 and 6-95 of the BZR.

6. **Conservation** – The Conservation team issued comments dated 12/17/2021 and notes their concerns for creating a developable lot through this application in their memorandum.

7. **Health** – The Health Department issued commented on 11/17/2021 and has no issue with this proposal.

8. **Department of Public Works** – DPW issued comments on 12/16/2021 and notes various comments depending on how the Commission resolves this application. They give a list of requirements they will need if the Commission agrees with the lot confirmation, or if the Commission requires a new subdivision be completed.

9. **The Zoning Enforcement Officer** issued comments dated 12/14/2021 and notes no issue with the application at this time.

10. The Commission should consider if the proposed revision to the lot line, as a result of the conveyance of land constitutes a subdivision, a re-subdivision or neither as defined in Sec. 6-261(a)(6) and Sec. 6-261(a)(15) of the Greenwich Subdivision Regulations (GSR).

11. **Open Space Parcel** – No open space parcel is proposed in this application. The Commission should determine if an open space parcel should be provided based on Sec. 6-297 of the GSR.

12. The Commission should determine if, based on Sec. 6-269 (15) of the Subdivision Regulations, the following note should be placed on the map. “Upon approval of this subdivision plan, the owner agrees with the Town that unless otherwise specified hereon, the areas within at least ten (10) feet of the center line of any drainage facility, ditch or stream shown hereon, are dedicated for drainage, that no building or other structure shall be located thereon and that the Town shall not be under any obligation to maintain, clean, enclose, or otherwise alter or improve, such drainage facility.”

**DEPARTMENT COMMENTS:**

Zoning Enforcement – see attached dated 12/14/2021
DPW Engineering – see attached dated 12/16/2021
Health – see attached dated 11/17/2021
Conservation – see attached dated 12/17/2021
Law - Not Received

**Proposal and Background:**

48 Pecksland Road is comprised of two Tax IDs (Tax ID: 10-1703 (“Lot #1”) and 10-1897 (“Lot #2”)) with both lots under the same ownership. An application for a Final Subdivision, for confirmation that the westerly property (aka Lot #2 and Tax ID: 10-1891), is a separate zoning lot for building purposes. Lot #1 is 2.819-acres and Lot #2 is 1.956-acres in size and together are located at 48 Pecksland Road in the RA-2 Zone. Neither lot is proposed to change size with this application.

Lot #1 has had a house on it since at least 1940 per tax card and DPW’s records, as well as other related residential structures and utilities. The parcel is serviced by a septic system that was installed in 1960 and is connected to the public water supply.

Lot #2 has never been improved upon by a dwelling, accessory buildings, structures, well, septic or utility. It is noted by the applicant that a fenced in planting bed is the sole disturbance on this lot.
Lot #2 is narrow and transected by a wetland/watercourse corridor. Much of the property falls within the 100-foot upland review area that is over shallow ledge or ledge outcrop and steep slopes. The site is wooded except for the area that abuts the dwelling on Lot #1. This area has a fenced planting bed and lawn that extends to the pond’s edge.

No open space, non-development area or reserve area is proposed in this application.

**Department of Public Works:**
DPW issued comments on 12/16/2021 and notes various comments depending on how the Commission resolves this application. They give a list of requirements they will need from the applicant if the Commission agrees with the lot confirmation, or if the Commission requires a new subdivision to be completed.

a. If the Commission agrees with the lot confirmation:
   i. The drainage design for the parcel shall meet the standards of the Town of Greenwich Drainage Manual in effect at the time a building permit application is submitted. The full standards of the Town of Greenwich Drainage Manual shall be met.
   ii. Improvements along the frontage of the property may be required for compliance with line of sight of any proposed driveway.
   iii. A Highway Permit is required for any proposed driveway.

b. If the Commission requires a new subdivision to be completed:
   i. The Engineering Division recommend that a full review of the below items be completed before approving the subdivision.
   ii. A subdivision map with all the standard notes must be submitted.
   iv. Improvements along the frontage of the property may be required for compliance with line of sight of any proposed driveway.

**Health:**
The “Lot #1” parcel has a residence that is serviced by a septic system that was installed in 1960 and is connected to the public water supply.

The “Lot #2” parcel has no residence or septic system. If the property were to be developed soil testing would need to be done to determine where a septic system could go.

Based on this information, the Health Department issued an email on 11/17/2021 noting they have no issue with this application.

**Zoning:**
The subject parcels are both located at 48 Pecksland Road in the RA-2 Zone. “Lot #1” would meet the minimum lot size of Sec. 6-205 of the BZR at 2.819-acres.
“Lot #2” is undersized lot at 1.956-acres for the RA-2 zone where 2.0-acres is the minimum lot size per Sec. 6-205 of the BZR. The Commission may want to ask the applicant why they are not considering increasing the size of “Lot #2” to meet the minimum lot size in in the zone.

**Conservation:**
The Conservation team issued comments dated 12/17/2021 and notes their concerns for creating a developable lot through this application. Conservation notes the geometry of the lot is narrow and transected by a wetland/watercourse corridor. This results in almost the entire developable portion of the site falling within the 100-foot upland review area which is located over shallow ledge or ledge outcrop with steep slopes. These soil conditions are not conducive to septic and drainage systems; therefore, much site disturbance is anticipated with developing this site as an independent lot.

**Background/Title Search:**
The applicant provided deed histories of both properties starting in February of 1911 when the entire area was a portion of a 21+ acre parcel.

In 1937 “Lot #1” of 2.947 acres was broken off and created as a separate parcel. In October of 1947 a 2 acre parcel was separated from the remaining 7.004 acres and was formed as Tax ID 10-1891, “Lot #2”.

In July of 1952 the owner of “Lot #2” conveyed a 0.044 acre (1,917 sq.ft.) portion of the 2.0 acre parcel to someone else (52 Pecksland Road), making “Lot #2” 1.956 acres in size. At this time these parcels were zoned as one acre lots, and thus remained conforming with the then zoning regulations.

52 Pecksland Road increased in size from 1.835-acres to 1.879-acres with the inclusion of 0.044-acres from “Lot #2”. The effect of the 0.044-acre conveyance did not result in a new lot being created, but 52 Pecksland Road and “Lot #2” continued to conform with the Zoning Regulations in effect in 1952. It is not clear why this 0.044-acres was conveyed. The applicant’s unverified speculation is that the driveway serving 52 Pecksland Road may have crossed over to “Lot #2” and this transfer rectified that situation.

In 1957 the area was rezoned to two-acre zoning lots, and it remains as two-acre zoning in today’s Building Zone Regulations.

**APPLICABLE REGULATIONS:**

- BZR Section 6-93 –
- BZR Section 6-95 -
- BZR Section 6-205 – Schedle of Required Open Spaces, Limiting Height and Bulk of Buildings
- Subdivision Regulations Section 6-261 – Definitions
- Subdivision Regulations Section 6-269 – Record Sheets; Contents
- Subdivision Regulations Section 6-270 – Construction Sheet; Contents
- Subdivision Regulations Section 6-271 – Health Dept. Report; Sewage Disposal Facility
- Subdivision Regulations Section 6-278 – Signing of Subdivision Plan
- Subdivision Regulations Section 6-279 – Filing with Clerk
- Subdivision Regulations Section 6-296 – Natural Features; preservation.
- Subdivision Regulations Section 6-297 – Parks and Playgrounds; standards.
- Subdivision Regulations Section 6-298 – Ownership of Park and Playground or Open Space
Land; Proof; Filing.
Subdivision Regulations Section 6-304 – Lot Dimensions
Building Zone Regulations Section 6-205 – Schedule of Required Open Spaces, Limiting Heights and Bulk of Buildings
MEMORANDUM

To: Jacalyn Pruitt, Planner II

From: Aleksandra Moch, Environmental Analyst (Wetland and Soil Scientist)

Date: December 17, 2021

Re: Kyle T. Mine & Rosa Ninni, 49 Pecksland Road, PLPZ 2021 00487
Site survey by S.E. Minor & Co., Inc.

I have reviewed the above survey and visited the site. The following comments are offered for your consideration.

1. The lot requesting confirmation is narrow and bisected by a wetland/watercourse corridor, with almost the entire upland portion of the lot falling within the 100-foot upland review area. Additionally, given that the survey doesn’t provide site topography, it is not apparent to the reader that most of the upland is located over shallow ledge or ledge outcrop which forms steep slopes. The extent of exposed edge and shallow ground water table are not conducive to constructing a septic system nor drainage systems. More information is needed, and a standard feasibility study should be conducted to demonstrate the capability of this area to support a single-family development and associated amenities.

2. If there is any question regarding the legal viability of this lot, we urge the commission to consider the extensive manipulation of the land and unavoidable natural resource impacts that would come with even the most modest of developments. This is a plot of land best left in its natural state.

cc: Conservation Commission
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
SITE DEVELOPMENT REVIEW

Engineering Project No. 21-4(13)  Department Project No. PLPZ202100487
Submittal Received Date: 11/8/2021

Submittal Reviewed For: Planning and Zoning
Traffic Review Requested: No  Review Type: Final Subdivision

PLAN SET INFORMATION

Plan Title: Survey of Properties for Kyle T. Milne
Project Address: 48 Pecksland Road
Engineering Firm: S.E. Minor and Co., Inc.
Original Plan Date: 11/11/2020
Latest Plan Revision Date: 11/18/2020

DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: ----------
Original Report Date: _____
Latest Report Revision Date: _____

Reviews provided by the Engineering Division are for compliance with the Town’s “Roadway Design Manual and Standard Construction Details” and “Drainage Manual” as amended. Reviews are based upon the information and plans provided. Comments pertaining to the Town’s manuals are not all encompassing. Other reviewing entities may provide additional comments regarding consistency with these manuals in accordance with their jurisdictions. Review of sanitary sewer and septic systems are not reviewed by the Engineering Division.

All New Submittals for Commission Meetings must be received by the Engineering Division four weeks before scheduled Commission Meeting.

All Revised Submittals for Commission Meetings must be received by the Engineering Division three weeks before scheduled Commission Meeting.

Reviewed and Approved by: __________________________  Date: 12/16/2021
Juan Paredes, P.E. - Civil Engineer II

COMMENTS AND CONDITIONS OF APPROVAL: ----------

1. The following is required if the P&Z Commission agrees with the lot confirmation:
   a. The drainage design for the parcel shall meet the standards of the Town of Greenwich Drainage Manual in effect at the time a building permit application is submitted. The full standards of the Town of Greenwich Drainage Manual shall be met.
   b. Improvements along the frontage of the property may be required for compliance with line of sight of any proposed driveway.
   c. A Highway Permit is required for any proposed driveway.

2. The following is required if the P&Z Commission requires a new subdivision to be completed:
   a. The Engineering Division recommend that a full review of the below items be completed before approving the subdivision.
   b. A subdivision map with all the standard notes must be submitted.
   d. Improvements along the frontage of the property may be required for compliance with line of sight of any proposed driveway.
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
SITE DEVELOPMENT REVIEW

Standard Conditions for Each Submittal

1. The Engineering Division will no longer keep any records for the submittals. All records for the submittal shall be obtained from the Town of Greenwich Department/Division that has taken in applications and/or submittals. These documents are maintained within each office (e.g., P&Z, IWWA, and DPW Building and Highway Divisions).
2. All revisions to the reports and plans must follow the requirements in the Town of Greenwich Drainage Manual February 2014 as amended.
3. All revisions must be accompanied by a point-by-point written response to the Engineering Division’s comments.

Standard Conditions of Approval

1. The Operations and Maintenance Plan Report must include the following for the Certificate of Occupancy:
   b. The final completed Exhibit A, and B
   c. The Maintenance Declaration needs to be filed on the Town of Greenwich Land Records prior to a Certificate of Occupancy. A review of the documents above must be completed before filing on the Town of Greenwich Land Records.
2. The Town of Greenwich – Standard Construction Notes for Site and Subdivision Plans are conditions that must be met.
3. All requests for a Temporary Certificate of Occupancy (T.C.O.) or a Certificate of Occupancy (C.O.) shall be submitted one month before the T.C.O. or C.O. is required.
4. The submittal for a Temporary or Final Certificate of Occupancy must include the following:
   c. Field Inspection Record (All required photos) – Form SC-106 – Sealed and Signed by a Connecticut Licensed Professional Engineer.
   d. Bioretention Soil Testing Certification Sign-Off (as applicable with the bioretention soil gradation test and the phosphorous test for the mixed soil) – Form SC-104 – Sealed and Signed by a Connecticut Licensed Professional Engineer.
   h. A Letter discussing all the work that remains to be completed (Only for a Temporary Certificate of Occupancy Submittal).
The residence on parcel #10-1703 is served by a septic system installed in 1960 and is connected to the public water supply. The neighboring lot, parcel #10-1891, has no residence or septic system. If the property were to be developed soil testing would need to be done to determine where a septic system could be designed. Based on this the Health Department has no issues with this proposal.

Michael Long
Greenwich Health Department

Hello Michael,

This is a proposed lot confirmation. The application documents include a narrative with a description of the proposal and history of the property. They have not proposed any work at this time, but request the P&Z Commission find that it is a separate zoning lot. If the applicant were to build on this lot, they would need to go through the standard zoning permit process, but only after the Commission finds it is a separate and distinct zoning lot.

Please let us know if you have comments on this.

Thank you,

Bianca Dygert
Planner II

Town of Greenwich
Land Use - Planning & Zoning
101 Field Point Road
Greenwich, CT 06830-6463
Ph. (203) 622-7894
Office Fax. (203) 622-3795
Direct Fax. (203) 861-6113
Bianca.Dygert@greenwichct.org

www.greenwichct.gov
Hello All,

Please find the attached routing sheet and link to a proposed subdivision-lot confirmation for 48 Pecksland Road.

https://greenwichct-my.sharepoint.com/:f:/g/personal/katie_deluca_greenwichct_org/ErrkwZqy_1ElohxkXcOBC8BFXMcnTzSyUZXw-eyNQyVNg?e=oSsrhY
This is tentatively scheduled for the 12/7 meeting.
Thank you,

Bianca Dygert
Planner II

Town of Greenwich
Land Use - Planning & Zoning
101 Field Point Road
Greenwich, CT 06830-6463
Ph. (203) 622-7894
Office Fax. (203) 622-3795
Direct Fax. (203) 861-6113
Bianca.Dygert@greenwichct.org

www.greenwichct.gov
Ok for Zoning Permit Sign-off with the following revisions:

Resubmit the following prior to Site Plan/ Subdivision approval:

The subject site plan/subdivision meets the requirements of the Building Zone Regulations, excluding sections 6-15 and 6-17, and is Ok for Zoning Permit Sign-off.

Reviewed by: Jodi Couture
Date: 12/14/2021

Note: These comments do not represent Building Inspection Division approval. Plans subject to review by ZEO at time of building permit application.
Katie DeLuca
Director of Zoning/Town Planner
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

October 29, 2021

Re: Lot Confirmation: 48 Pecksland Road, Greenwich (Tax Acct # 10-1891)

Dear Katie:

On behalf of Kyle T. Milne & Rosa Ninni, owners of properties located at 48 Pecksland Road, I am hereby making application to the Commission for confirmation that the westerly property comprised of 1.956 acres and shown on a survey prepared by SE Minor & Co for Kyle T. Milne dated November 11, 2020 (enclosed herein as Exhibit C) and on a 2020 aerial tax map of the properties (hereafter “Lot #2) is a separate and distinct zoning lot within the RA-2 zone. This application is submitted pursuant to all applicable sections of the Town of Greenwich Zoning Regulations, including Sections 6-1, 6-3, 6-9 and 6-111 divisions 15, 17, 17.1, 18 and 21, the 2019 Plan of Conservation and Development and the Town of Greenwich Subdivision Regulations.

Lot #2 is located at 48 Pecksland Road in the mid-country section of Greenwich. As of February 1911 it was a portion of a 21+ acre parcel owned by the McEvoy Realty Co. (Exhibit A) and thereafter as of June 1915 it was a portion of a 10+ acre parcel owned by Charlotte Callahan Twachtman (Exhibit B). In 1937 her successor in title, Quentin Twachtman, conveyed the easterly property shown on Exhibit C and containing 2,947 acres (hereafter “Lot 1”) to Otis Kenyon. The remaining 7,004 acres (Exhibit F) were foreclosed upon in May of 1943 and subsequently conveyed in 1944 to Marcella Burke Morrow. Thereafter, Morrow conveyed a 2 acre piece (Lot #2) to Margaret Alice Burke in October of 1947, whereupon the tax identification number of 10-1891 was assigned to Lot #2 by the tax assessor, as it has been ever since and remains to this day (see tax cards and aerial 2018 tax map).

In July of 1952, Burke conveyed a .044 acre portion of the 2 acre piece to John Volkmar. At the time of the conveyance the property was zoned as one acre and thus remained conforming with the then zoning regulations. It was not until 1957 that the area was rezoned as two acre (See 1956 & 1957 Building Zone Maps).
Lot #2 has never been improved by any dwelling, accessory building, structure, well, septic system or utility.¹

Mr. Milne & Ms. Ninni own both Lot #1 as well as Lot #2, the adjoining property to the east of Lot #2 comprised of 2.947 acres (2.819 for zoning purposes). Of that acreage, a 1.426 acre portion of the property (Exhibit D) was conveyed to Elise K. Wiggins by Otis A. Kenyon in 1939 and had a separate tax identification number of 10-1703 assigned to it by the tax assessor as of July, 1946. In 1946 Kenyon conveyed an additional 1.521 acre parcel, which had its own tax identification number of 10-1342, to Elise Wiggins, to whom he had previously conveyed the 1.426 acre parcel. This had the effect of recreating the 2.947 acre parcel previously conveyed to Kenyon (Exhibit E), and sometime thereafter the entire piece was designated for tax purposes by the tax assessor as #10-1703, as it continues to this day. This property, Lot #1, has had a house on it since at least 1940 (see tax cards & DPW records) and other related residential structures and utilities.

Lots #1 & #2 were held in separate ownership from 1937 until 1960 when the lots were conveyed to Harriet M. Adsit (Exhibit G).² As indicated previously, they each continue to bare the separate tax identification numbers assigned to them in the 1939 and 1947, respectively. The 2020 tax card indicates that Lot #2 is undeveloped land, just as the 1947 tax card did. Further, there is no indication in the land records or the DPW records that any building or zoning permit application for Lot #1 has been dependent on Lot #2 being in the same ownership. In fact, when Adsit applied for a building permit to construct the existing house on Lot #1 in 1960, only the 2.947 acre parcel constituting Lot #1 was referenced in the application (see DPW records).


The fact that Lot #2 has not been used together with Lot #1 for any building or zoning purpose or any use, the continued recognition of the two parcels as distinct for tax purposes, the complete lack of development of Lot #2 over its entire history as a separate designated lot and the clear intent of the respective owners to continue to treat the lots as separate all lead to the conclusion that under Connecticut law no merger was intended or occurred. In fact, but for the .044 acre conveyance from Lot #2 to Volkmar by Burke in 1952 and the subsequent up-zoning of the properties to the two acre zone in

¹ A fenced in planting bed is the sole disturbance on the property.
² In fact the immediate prior owners of the two lots, Glenn & Elise Wiggins, exchanged equal areas between the two lots and thereby revised the shared lot line prior to the 1960’s conveyances to Adsit, further illustrating their intent to maintain the lots as two separate and distinct properties.
1957, there would be no issue whatsoever as to the possible merger of the two lots; and clearly because the area was still zoned as one acre when the conveyance was made Burke had no intention or expectation that that small conveyance would cause the two properties to be said to have merged.

For all of the foregoing reasons, the applicants respectively request that the Commission confirm that Lot #2 is a separate and distinct zoning lot. We look forward to presenting this application at the next possible hearing of the Commission. In the meantime, if you have any questions or comments please do not hesitate to contact me.

Enclosures:
Subdivision Application
Aerial Tax Map
Exhibits A H: Maps 1911 to Existing Conditions Survey
1956 & 1957 Zoning Maps
DPW Records
Tax Cards
Certified Deed Histories and Deeds
Owner Authorization
Affidavit of Notice

Very truly yours,

[Signature]
W.J. Haslun II
Subdivision Application

Property Address: 48 Pecksland Road
Property Owner: Kyle T. Milne & Rosa Ninni
Address: 48 Pecksland Road, Greenwich 06830

Tax ID: 10-1891

Applicant: Same as above
Address:

Authorized Agent: W.I. Haslun II, Esq.
Address: JHH LLP, 21 Sherwood Place, Greenwich 06830

Email: chaslun@jhh-law.com
Cell Phone: Other Phone:

Zone(s): RA-2
Total Area: 1.956 Acres

Please select all relevant items below:
- [ ] Preliminary
- [x] Subdivision
- [ ] Final
- [x] Resubdivision
- [ ] Coastal

Number of Lots:
- Existing: 1
- Proposed: 1

Zone:
- Existing: RA-2
- Proposed: RA-2

Land Reserved:
- Area of Land Reservation: 0
- Reserved Land Area as Percent of Total Land Area: 0

History:
- Previous SB #: None
- GLR Map # of any previously filed subdivisions or surveys: 1841, 4132

Utilities:
- [ ] Septic
- [ ] Well
- [ ] Sewer
- [ ] Public Water

Health Permit needed and received? DNA

IWWA Permit received? DNA
IWWA Permit #:

- Property is within 500 feet of a Municipal Boundary of ____________________ (for notification)
- 10 lots or 10 or more acres requires Environmental Assessment § 6-266 (19)

To be completed by P&Z staff only:
Check # ____________________ Check Amount: $ ____________
Application # ____________________ pxSubdivisionApp 2020
Preliminary Subdivision Checklist
(Per Section 6-265 and 6-266 of the Subdivision Regulations)

All requests for preliminary subdivision review by the Planning and Zoning Commission shall include all information indicated on this checklist and shall be submitted a minimum of 30 days prior to the date of the hearing at which the applicant desires to be heard. All materials shall be submitted in a single submission, including a list of submitted plans and a project narrative.

The preliminary layout shall be drawn on paper not more that 40 inches wide or 30 inches high and shall be drawn at a scale of 20, 30, 40, 50, or 100 feet to one inch. If more than one drawing is required to show an entire tract, an index map shall be provided. Plans are to be prepared in accordance with the Town Roadway and Drainage Design manuals and Subdivision Regulations. The preliminary layout shall include the following items unless previously waived by the Planning Staff. Ten copies of the plans are to be submitted. Plans must be folded to 9”x12”.

CHECK ITEMS SUBMITTED:

1. Title of the sheet including the name of the subdivider, Town Project Number issued upon request by the Chief of the Engineering Division of the Department of Public Works. A graphic scale, north arrow, drawing and revision date(s) are to be shown.

2. Boundaries of the tract to be subdivided shall be shown by metes and bounds and total area is to be given. If the developer intends to develop only a portion of a tract the entire tract shall nevertheless be included in the preliminary layout, including any previous lots cut from the property in question from 1933 on.

3. A topographic survey showing ground contours within the tract to be subdivided at intervals of not more than five feet of elevation unless the Town Planner or a designee determines that two-foot contour interval is required in the interest of sound subdivision planning. Said survey shall include all pertinent topographic features within and adjoining the tract including watercourses, water bodies, intermittent streams and wetlands as required by IAWA, the location of Flood Hazard Lines as determined by FEMA, the line of mean high water and high tide line for coastal subdivisions, and Connecticut D.E.P. and other stream encroachment lines with notes referencing the sources of information. Existing features such as buildings, stonewalls, wooded areas, rock outcrops, isolated trees of ten inches or more in caliper, and other trees and other physical features as may be significant to the property are to be shown.

4. Name and address of owner(s) of the tract to be subdivided.

5. The names of owners of adjacent land (including properties across the street) or names of adjacent subdivisions; and locations of structures on adjacent properties within 100 feet of the proposed subdivision.

6. The zone in which the land to be divided falls and the location of any Town and zone boundary lines within and adjoining the tract and yard dimensions in respect to existing buildings.

7. Note stating that all utilities will be placed underground.

8. Existing streets and easements for drains, sewers, and utilities immediately adjoining and within the tract to be subdivided.

9. Existing drains and sewers nearby and within the tract to be subdivided with their location, size, type and approximate elevations and gradients using mean sea level as datum wherever practical.

10. Location of all existing utilities within or crossing the property including septic systems, wells, water, gas or electric lines.

11. Location and purpose of any existing and/or proposed easements. Two copies of any recorded documents shall be submitted.

*up to 10 copies of the plans if in Coastal Zone or including new roads.

12. A statement as to source of water and method of sewage disposal.

13. Proposed approximate lot lines with approximate lot areas. The lots shall be numbered.

14. The approximate lines and gradients of proposed streets and common drives serving adjoining rear lots.

15. Approximate location and area of proposed open space for park and playground purposes.

16. Approximate location of proposed utility lines including water, sewer, gas, electricity, and the like.

17. Certification with date, signature and seal of a registered land surveyor that the drawing is substantially correct to an A-2 degree of accuracy and that the property is in designated zone or zones under the zoning regulations and statement as to whether or not the lots in the proposed subdivision comply with zoning regulations. Certification of items 14 and 16 of this checklist is to be made by a registered professional engineer if applicable.

18. For a subdivision of ten or more acres or ten lots, ten copies of an environmental assessment including any modifications required by the Conservation Commission. Written sign-off by the Conservation Director shall be attached to the report. For projects, which require Conservation Commission review, notification of abutting property owners shall be made at least two weeks prior to the Conservation Commission hearing.

19. Gross Floor Area of existing structures. Floor area worksheets are to be prepared in accordance with the format prescribed by the Planning and Zoning Staff.

20. Width of right-of-way of all streets on which the tract has frontage shall be shown.
21. Coastal Area Management application for tracts fully or partially within the Coastal Overlay Zone.

22. Eight copies of 11 x 17 inch reductions.

23. An affidavit certifying that all abutting property owners have been notified about the proposed subdivision, as evidenced by the submission of a certificate of mailing or certified or registered mail receipts about said application. A schedule of names, addresses, shown on a GIS map with lot lines indicating the location of the notified property owners. Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners. For projects which require the preliminary review by the Conservation Commission, the notice shall be sent by the applicant to abutting owners two weeks prior to any scheduled hearing date of the Conservation Commission.

24. Written authorization of the agent to act on behalf of the certified property owners(s).

25. A completed Subdivision Application Form.

26. Summary of the chain of title from 1933 to date of application and two copies of referenced deeds.

27. Five copies of a Preliminary Drainage Summary Report prepared in accordance with the Town Drainage Design Manual. The applicant is required to contact the Engineering Division and I.W.W.A. staff on the conceptual approach to storm water management prior to submitting the summary report.

28. A map at a scale of 200 feet to one inch showing the location of the tract in relation to existing streets, the boundaries of the tract, and the location of proposed streets, and sufficient information to permit correct delineation of the tract on the Town’s topographic survey.

29. A map at a scale of 1:1,000 feet with proposed Lot Lines delineated and abutting streets.

30. Fee submitted at time of application: $ _____________ (see fee schedule)

I certify that the application includes all of the above requirements, as noted. Please explain reasons for any omissions.

[Signature]
Owner/Agent (Please Print)

Oct 29, 2021
Owner/Agent Signature & Date
TOWN OF GREENWICH
Town Hall ~ 101 Field Point Road ~ Greenwich, CT 06830
Planning & Zoning Department ~ 203-622-7894 ~ Fax 203-622-3795

Application Signature Page

Property Address: 48 Pecksland Road, Greenwich 06830

Property Owner 1: Kyle T. Milne
Address: 48 Pecksland Road, Greenwich 06830
Email: 
Cell Phone: 
Other Phone: 
Signature: 
Date: 

Property Owner 2: Rosa Ninni
Address: 48 Pecksland Road, Greenwich 06830
Email: 
Cell Phone: 
Other Phone: 
Signature: 
Date: 

Property Owner 3: 
Address: 
Email: 
Cell Phone: 
Other Phone: 
Signature: 
Date: 

Property Owner 4: 
Address: 
Email: 
Cell Phone: 
Other Phone: 
Signature: 
Date: 

Applicant: Same as above
Address: 
Email: 
Cell Phone: 
Other Phone: 
Signature: 
Date: 

Authorized Agent: W.I. Haslun II
chaslun@jhh-law.com
Address: Jhh LLP, 21 Sherwood Place, Greenwich 06830
Email: 
Cell Phone: 
Other Phone: 203-983-6750
Signature: 
Date: 10/29/21

pzSignaturePage 2020
Final Subdivision Application Checklist
(Per Section 6-267 and 6-272 of the Subdivision Regulations)

All requests for final subdivision review by the Planning and Zoning Commission shall include all information indicated on this checklist and confirmation that all modifications as specified in a Commission review of any preliminary plan have been resolved. Applications shall be submitted in a single submission, including a list of submitted plans and a project narrative. The subdivision plan record sheet and construction sheet(s) are to be prepared in accordance with the Town's subdivision regulations and Department of Public Works Roadway and Drainage Design Manuals. A complete application must be received a minimum of 30 days prior to the Commission meeting at which the applicant desires to be heard. Fifteen copies of the plans are to be submitted (up to 20 copies of the plans may be required if in Coastal Zone or including new roads). Plans must be folded to 9"x12".

Please Check Items Submitted:

☐ 1. Record Sheets: shall be drawn at a scale of 20, 40, 50 feet to 1 inch except that for tracts in the RA-1, RA-2 or RA-4 zones a scale of 100 feet to 1 inch may be used provided required data is clearly shown. An index is to be provided in the event multiple sheets are required.
   - a. Title (Subdivision or Resubdivision) of the sheet including the names of the subdivider and/or contract purchaser, Town Project Number issued upon request by the Chief of the Engineering Division of the Department of Public Works and endorsement block for Commission signature in the lower right-hand corner of the tracing. A graphic scale, north arrow, and drawing and revision date(s) are to be shown.
   - b. The location and dimensions of all boundary lines (metes and bounds) of the property.
   - c. The dimensions and areas of all existing and proposed lots.
   - d. Information to show the location of the subdivision in relation to surrounding property and streets.
   - e. The names of owners of adjacent land (including properties across the street) or names of adjacent subdivisions; and locations of structures, wells, and septic on adjacent properties within 100 feet of the proposed subdivision.
   - f. The lines of existing and proposed streets within the subdivision and lines of existing or approved streets. Survey data shall be shown across all street intersections to relate accurately one block with another and one side of a street with the opposite side.
   - g. Location and type of all proposed monuments.
   - h. The names of existing and proposed streets. The names of proposed streets are to be unique within the Town and not easily confused with names of other accepted streets.
   - i. The lines and purposes of existing and proposed easements immediately adjoining and within the subdivision.
   - j. The location of all existing and proposed water bodies, streams and wetlands.
   - k. The location and dimension of all property proposed to be set aside for park and playground use or other public or private reservations with designation of the purposes thereof.
   - l. The location of any Town and zone boundary lines within and adjoining the tract; and yard dimensions in respect to existing buildings.
   - m. Sufficient data acceptable to the Engineering Division, to determine readily the location, bearing and length of all street lines, and to reproduce such lines upon the ground. These shall be tied to reference points previously established such as State Highway or Town lines, adjacent subdivision monuments, or Town or State established grid points, and shown on the map. Datum used shall also be indicated.
   - n. Certification with date, signature and seal of a registered land surveyor that the drawing is substantially correct to an A-2 degree of accuracy and that the property is in a designated area under the zoning regulations and a statement as to whether or not the lots in the proposed subdivision comply with zoning regulations.
   - o. The following note shall be placed on the record sheet for any subdivision with a defined drainage course, swale or structure: "Upon approval of this subdivision plan, the owner agrees with the Town that unless otherwise specified herein, the areas within at least ten (10) feet of the center line of any drainage facility, ditch or stream shown specified, are dedicated for drainage, that no building or other structure shall be located thereon and that the Town shall not be under any obligation to maintain, clean, enclose, or otherwise alter or improve, such drainage facility."
   - p. The endorsement block for Commission action required to appear on the record sheet shall be shown as follows:

*Approved by Resolution of the Planning and Zoning Commission, Town of Greenwich, Connecticut, dated

Signature of Chairman ___________________________ Date ________________

☐ q. A note indicating the type of sewage disposal and water supply facilities to be provided.

☐ r. The following information is to be shown on the record sheet as applicable: total area of the subdivision, area of land reservations, area of land reservations as a percentage of total area, area of conservation land reserved by easement.

☐ s. The record sheet shall note the elevation and the extent of the 100 year flood boundary as shown on the current edition of the Flood Insurance Rate Maps; NGVD 1929 is to be used. Areas reserved for flooding, as per the drainage summary report, shall be indicated and the flood elevation noted. A note indicating the purposes of the reservation shall be shown.

☐ t. All notes required for the preliminary layout not mentioned herein are required.

☐ u. A note stating that all utilities shall be placed underground.

☐ 2. An affidavit certifying that all abutting property owners have been notified about the proposed subdivision (See Section 6-272 of the Subdivision Regulations). Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners. A schedule of names, addresses, shown on a GIS map with lot lines indicating the location of the notified property owners.

☐ 3. Written authorization for the agent to act on behalf of the certified property owner(s).

☐ 4. Eight copies of 11 x 17 inch reduction.
☐ 5. A map at a scale of 1,000 feet to one inch showing the Lot Lines & Streets.

☐ 6. Two copies of declarations or easements relating to reservations for park and playground or conservation areas prepared in accordance with the Town's model documents.

☐ 7. Fee submitted at time of application: $___________ (see fee schedule)

☐ 8. Eight copies of a completed application form.

☐ 9. All items from the Preliminary Subdivision checklist.

☐ "It is the belief of the PZC staff that this application is incomplete because of the failure of the applicant to provide the materials referred to above. This application will be reviewed by the PZC and a decision made as to whether it is complete or incomplete at its public meeting to be held in the PZC office."

I certify that the application includes all the above requirements as noted. Please explain reasons for any omissions: ________________

[Signature]

Applicant Comments:

________________________________________

NOTE: Any new documentation presented at Planning and Zoning Meetings shall be submitted to staff so that they can be made part of the record. Please ensure all documents can easily be removed from presentation boards.
To Whom it May Concern:

Please be advised that W.I. Haslun II and the law firm of Johnson, Haslun & Hogeman, LLP are hereby authorized to represent Kyle Milne and Rosa Ninni before all land use agencies of the Town of Greenwich with regard to property owned by them and located at 48 Pecksland Road, Greenwich, Connecticut.

Kyle Milne
Date

June 12, 2021

Rosa Ninni
Date

June 17, 2021
MUNICIPAL REPORT

Customer Order #: C1611326
Date: OCT. 19, 2020

Property Address: 48 PVESLAND ROAD

Town: GREENWICH

Property Type: Residential

Permit No.: 178

Building Department: Building Permits and Certificates of Occupancy

According to the Assessor's Card, the Dwelling was constructed in 2000.

Permit

Date

Description of Work

C.O.

Issued

Info.

Reg.

E-450

01/14/16

WMO D WLLNG

CO-issued


E-1899

01/16/16

D-WLLNG

03/16/16


F-1492

01/15/16

ALTERATION

12/20/16

P.5346

01/20/16

ELECTRICAL

NO CD

T.8440

01/13/16

HVAC

1/1/14

W.7792

10/25/16

HVAC

NO CD

Note: No other Permits, Certificates or Violations were reported.

Conservation Commission:

Property is located in an area designated as Westerly. No Written Permit on File.

Note: No other Permits, Certificates or Violations were reported.

Planning & Zoning Commission:

Property located in RA Z Zone.

Note: No other Permits, Certificates or Violations were reported.

Health Department:

Note: No other Permits, Certificates or Violations were reported.

Public Works:

Note: No other Permits, Certificates or Violations were reported.
DIVISION OF BUILDING DEPT.

APPLICATION FOR PERMIT TO DEMOLISH A BUILDING OR STRUCTURE


Authorized agent and permittee: United House Wrecking Co.
Address: 690 Highland Ave.

LOCATION
Street: Highland Ave.
Approximately: Pl. N.-E.-W. from intersection with

Region of town: Outlying

The building or structure:


Size: Overall width 30', Overall depth 45', No. of stories 1.

Estimated cost of demolition: $12,000

Fee: $12.00

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CERTIFICATE OF OCCUPANCY AND APPROVAL

TOWN HALL ANNEX
GREENWICH, CONNECTICUT
10mth Rd., X-5500

CERTIFICATE OF OCCUPANCY AND APPROVAL

To the best of my knowledge and after personal inspection of the above described property located in the Town of Greenwich, this certificate is issued to

UNITED HOUSEWEEKLY CO.
1111 GREENWICH RD.
STAMFORD, CT

ON THE
SOUTHERN SIDE OF
PECKLAND ROAD

LOT NO. 11021111111111111111
SUBDIVISION MAP

USE GROUP NO. 1
NO. OF ROOMS 2
NO. OF STORES 1 1/2

FOOTWELL 200' 600' 1000' 1500'
DEPT. 65' 65' 65' 65'

REMARKS AND ANNOUGNMENTS:
FORMERLY "BIGHIE" (DAMAGED BY FIRE)
PARTIAL DEMOLITION. THE MAIN GIRDER TO REMAIN. ORIGINAL STONE WALL TO REMAIN. ALL STRUCTURAL LUMBER THAT IS DAMAGED WILL BE REMOVED. FLOOR BEAM TO REMAIN EXCEPT WHERE DAMAGED.

WILLIAM B. AND MARILYN M. ABBOY
FIELD TERRACE
INWOOD, NEW YORK

Chief Building Inspector
APPLICATION FOR BUILDING PERMIT FOR NEW BUILDING

The undersigned owner or authorized agent hereby applies for a permit to construct a building in accordance with the laws and ordinances of the Town of Greenwich, Connecticut, and the Town of Greenwich, and as set forth in the accompanying drawings and specifications. A copy of the same shall be filed with the Board of Zoning Appeals and Town Hall, and also for a Certificate of Occupancy for the use as herein stated.

OWNERS AND AGENTS

Owner and builder: HARRIET WILLIAM HUBBARD
Address: 8 FIELD TERRACE, BRISTOL, R.I.
Authorized agent and permit holder: TUDISCO DIEL HUBBARD
Address: 8 FIELD TERRACE, BRISTOL, R.I.

Who assumes responsibility for supervision and compliance with drawings, specifications, this application and laws and ordinances.

LUDISCO DIEL HUBBARD
Address: SO. DEAN ST., GLOUCESTER, MA.

If architect or professional engineer, give Connecticut Reg. No.

LOCATION

Street: PEGSLAND ROAD
Location on the South side of the road approximately 500 feet N.W.-S.W. from intersection with POOL HILL ROAD

Section of town: Outlying
Zone: RA-2
Lot No.: 1

Restrictions may vary

Left frontage (exclusive yard lot): 80 feet
Lot area: 2.867 Acres

An interior, corner, thru, or rear lot: Rear
Front yard depth: 108 feet

Ward or side yard: 35 feet
Other side yard: 140 feet
Rear yard: 360 feet

THE BUILDING OR STRUCTURE

To be used as: RESIDENCE
No. of family units: 1
Type of group: 1-2

Number of stories: 2
Rale: 2

Exterior wall construction: WOOD FRAME
Construction type: R

Overall depth: 42 feet
No. of stories: 2

Height (as defined in Section 8-12): 21 feet

Number of garages or attached: 2

Foundation constructed of: CONCRETE FLOORS
Roof covering: 8-16 feet EAVES

Type of dwelling: 1-2 family
Type of building: Residential

Valuation of Work: $60,000
Per: $160

(Formerly Glen Higgins - Dwelling destroyed by fire.)

(Handwritten note: OK Decl. 10-1-78)
CERTIFICATE OF OCCUPANCY AND APPROVAL

This is to certify that the new construction and proposed use of premises described below has been duly inspected and approved for occupancy as shown herein.

To the best of my knowledge, the new construction and proposed use comply with the provisions of all laws and ordinances of the Town of Greenwich, and the Town of Greenwich is hereby inspected.

It is specifically understood that this certificate becomes null and void when issued through fraud or by reason of intent violation not ascertainable at the time of inspection, or when changes in use, construction, or building service equipment that is controlled by the Building Code are made without Division approval.

DATE PERMIT ISSUED: OCTOBER 21, 1969
PERMIT NO.: E-1355

THE DIVISION OF BUILDING OFFICER grants permission to TUDISCO & DIEHL, INC., (and/or agent or principal)

ADDRESS: 31 SUMMIT AVE., SO., NORWALK, CT, TO ERECT DWELLING
ON THE SOUTHERLY SIDE OF PECKLAND ROAD EXTENSION OUTLYING ZONE RA-2

USE NO.: ERECTION MHP
FAMILY UNITS: 4

NOTICE: NO. 1-3 NO. OF NEW ROOMS 9 BATH 4 LAVATORIES C MMA
NOTICE: NO. OF WOOD 4.8 H. 24.8 H. 21.1
FOOTING EXISTING BONE & NEW BLOCK MOP SLATE MARKET VALUE $20,000.

PERMIT PER Part 160, ADJUSTED COST 5

REMARKS AND MEMORANDUMS: DETAILS ON SHOP DRAWINGS OF FLYWOOD BOAT DECK MUST BE SUBMITTED FOR APPROVAL.

(Formerly Glen Higgins Dwelling Destroyed by Fire)

OWNER: WILLIAM HARRIET ADAMS
FIELT TERRACE
HILLSDON, NEW YORK

TOWN HALL ANNEX
GREENWICH, CONNECTICUT

DEFINITION OF BUILDING DEPARTMENT

APPLICATION FOR PLUMBING WORK

Name of building owner:
Address:

Building address:

Building new construction

Number of family units

Building demolished

Number of family units

Water supply by

Permit issued by

Amended No.

Amended for

(Over)

WORK TO BE DONE

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APPLICATION FOR BUILDING PERMIT FOR ADDITIONS AND ALTERATIONS

The undersigned owner or an authorized agent hereby requests to permit to add to or alter an existing building in accordance with the laws and regulations of the Town of Newfield and as set forth in the accompanying drawings and specifications submitted herewith. The application shall be made in accordance with the Town of Newfield and Town laws, and shall be in conformance with the requirements of the Town in the application of the building as it now stands.

OWNERS AND AGENTS
Owner of land on which the building will be situated: Margaret A. Adams
Address: 325 Adams Ave.

Architect or professional engineer: T. A. Smith
Address: 344 Elm St.

If the proposed addition or alteration involves the conversion of an existing building into a dwelling unit, such alteration must conform to the requirements of the Town of Newfield Building Code.

LOCATION
Street and number: 325 Adams Ave.
Lot number: 1/4 mile from the intersection with Zane's Mill Lane.

USE OF PROPERTY
Use of the building: Single-family dwelling.

THE BUILDING

IF ADDITION: name and address of owner of property: Margaret A. Adams
Address: 325 Adams Ave.

Number of dwelling units to be added: 1

IF ALTERATION OR ADDITION: specify briefly including square footage, height, number of stories, etc.: Large single-story addition.

IF ADDITION: number of rooms added: 3

Room dimensions: 12' x 12'

Construction type: Wood frame

Foundation: Concrete

Total cost of addition: $20,000

Date of application: 10/15/62

Signature: Margaret A. Adams

Town Clerk: T. A. Smith

Telephone: 555-1234

(Rev. 1/1/62)
# Permit History for P-5848

**DPW-Division of Buildings**

<table>
<thead>
<tr>
<th>Status/DOC</th>
<th>Type</th>
<th>Class</th>
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<tr>
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<td>E</td>
<td>RES1</td>
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**Nature Work:**

N. Zacharias Lanes

**Comments:**

E,

**Project:** P-5848

Relocate Overhead Wires to Underground.

### Custom Info:

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### Contractors:

**Primary**

- **Contractor:** Merchant, Robert T.
- **Address:** 61 Circle Dr. Greenwich, CT 06830
- **Phone:** (203)661-9222

**Type/Certification:**

- **ELE**
- **EI**

### Inspections:

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<th>Result</th>
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## Permit History for T-8460

### DPW-Division of Buildings

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<td>HV2</td>
<td>H</td>
<td>R151</td>
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<td>Directions to Site:</td>
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### Appl 

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<th>Area/Floor</th>
<th>Air Cond Area</th>
<th>Smoke Detectors</th>
<th>Reg Parking</th>
<th>Hcp Parking</th>
<th>Elevators</th>
<th>Standpipes</th>
<th>Fire Alarms</th>
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<tbody>
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<td>11/25/98</td>
<td>Garage Area</td>
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### Custom Info:

- **Feas:**
  - Building Fees: $30.00
  - Due: $30.00
  - Adjustment: $0
  - Paid: $30.00

### Contractors:

- **Primary Contractor:** Nadin, Glenn
  - 86 North Water St.
  - Greenwich, CT 06830
  - Lie # SSN/FEI: 309047
  - Phone: (203)331-5656

### Inspections:

<table>
<thead>
<tr>
<th>Date</th>
<th>Inspector</th>
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<th>Result</th>
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<th>Result Description</th>
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### Related Permits:

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<td>T-8460</td>
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**Permit History for W-7772**

**Town of Greenwich**

**DPW-Division of Buildings**

<table>
<thead>
<tr>
<th>Status/DOC</th>
<th>Type</th>
<th>Class</th>
<th>Use</th>
<th>Owner/Address</th>
<th>Tax No./Site Address</th>
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<tbody>
<tr>
<td>Active</td>
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<td>H</td>
<td>RES1</td>
<td>See. Mr. A</td>
<td>48 Pecksland</td>
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<td>Zone</td>
<td>OUTL</td>
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<tr>
<td>Flood Zone</td>
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<td>(203)</td>
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<td>Zone 3</td>
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<td>Commercial</td>
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**Nature Work:**

W/A; Install A/C & A/R Hndrs.

**Project:** W-7772

**Directions to Site:** Nr. Zaccheus Mead Ln.

**Comments:** W/A; Install A/C & A/R Hndrs.

**Appl #**

<table>
<thead>
<tr>
<th>#</th>
<th>Height</th>
<th>Area/Floor</th>
<th>Air Cond Area</th>
<th>Smoke Detectors</th>
<th>Reg Parking</th>
<th>Hsp Parking</th>
<th>Stanpipes</th>
<th>Fire Alarms</th>
<th>Former Use</th>
<th>Residential Use?</th>
<th>Construction</th>
<th>Condition</th>
<th>Average</th>
<th>Valuation</th>
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<td>Nadin, Glenn</td>
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<td>(203)531-5556</td>
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**Related Permits:**

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## Permit History for 13-2468

**Town of Greenwich**  
**DPW-Division of Buildings**

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<tr>
<td>Completed</td>
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<td>RES1</td>
<td>SEE ALONZO B II ET AL.</td>
<td>10-1891 48 Peckland Rd</td>
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<td>48 Peckland Rd CT</td>
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<tr>
<td>Zone</td>
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<td>Zone 3</td>
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<td>Nature Work:</td>
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<td>Commercial</td>
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<td>Comments:</td>
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<td></td>
<td>E*, H*</td>
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### Appl #

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<th>Structures</th>
<th>Units</th>
<th>Height</th>
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<th>Reg Parking</th>
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<th>Fire Alarms</th>
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### Contractors:

- **Primary**  
  Contractor: Trudden William  
  84 A Gregory Boulevard  
  Norwalk, CT 06855  
  Phone: (203) 667-6894

- **Secondary**  
  Cortellini, John J  
  14 Scenic Hills Dr.  
  Poughkeepsie, CT 12603  
  Phone: (914) 666-5174

### Inspections:

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<td>312</td>
<td>900</td>
<td>Rough Generator Inspection</td>
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<td>8/27/13</td>
<td>Frank Santanna</td>
<td>312</td>
<td>690</td>
<td>Rough Generator Inspection</td>
<td>Already Inspected</td>
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<td>8/29/13</td>
<td>Gerry Dunn</td>
<td>299</td>
<td>900</td>
<td>Final Electrical Inspection</td>
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<td>8/29/13</td>
<td>Gerry Dunn</td>
<td>299</td>
<td>OK</td>
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### Related Permits:

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<td>E</td>
<td>KES1</td>
<td>See Mary Louise</td>
<td>10-1703</td>
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<td>Greenwich, CT 06831</td>
<td>CT</td>
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</table>

**Zone**
- **Flood Zone:** Residential
- **Zone 3**

**Nature Work:**
- Replace existing 200 amp. panels and 1 100 amp. subpanel, with new

**Appl #** 20-6754
- Height: 0
- Living Area: 0
- Garage Area: 0
- Basement Area: 0
- Sprinkled Area: 0
- Attached Garage: 0
- Unfinish Basnt: 0
- Part Finish Basmt: 0

**Area/Floor:** 0.00
**Air Cond Area:** 0
**Smoke Detectors:** 0
**Hap Parking:** 0
**Elevators:** 0
**Standpipes:** 0
**Fire Alarms:** 0

**Former Use:** Residential Use? Yes

**Due** | **Adjustment** | **Paid** | **Last Payment**
---|---|---|---|
$60.00 | | $60.00 | 9/23/2020

**Contractors:**
- **Primary**
  - Contractor: Antonucci, Antonio M.
  - Address: 1088 Westover Rd.
  - Stamford, CT 06902
  - License #: 122304
  - Type/Certification: ELE
  - Phone: (203) 667-2662

**Inspections:**
- Date: 9/25/20
- Inspector: Scott Losito
- Type: 240
- Result: 900
- Type Description: Electrical Service
- Result Description: Approved

**Related Permits:**
- Permit # 20-6754
- Appl # 20-6754
- Type: EL2
- Class: E
- Use: RES1
- Status: Active
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<td>6. SOIL</td>
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<td>17/11&quot; - 104.0&quot;</td>
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<td>27/11&quot; - 70.0&quot;</td>
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<td>17/11&quot; - 120.0&quot;</td>
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<td></td>
<td>17/11&quot; - 102.0&quot;</td>
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<td>Absorption Rate: ( ) Phys. Est. ( ) Std. Scep. Test Sq. Ft./Bdrm. =</td>
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<td>7. GROUND WATER</td>
<td>Maximum elevation:</td>
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<td>8. BASIC UNITS</td>
<td>Leaching Facilities:</td>
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<td>9. BASEMENT</td>
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<tr>
<td>10. FIXTURES</td>
<td>Farthest: type ____________ Pipe dist. ____________ Clng. align. ____________ Drop ____________</td>
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<tr>
<td></td>
<td>Special: ( ) Auto. Washer ( ) Water Treat. Unit ( ) Air Condition. Unit</td>
</tr>
<tr>
<td>(fill in here and/or show on plan)</td>
<td>Drain (at sewer): Ext. Grd. Vol. 3 Fin. Grd. Vol. 3 Tile Inv. ( )</td>
</tr>
<tr>
<td></td>
<td>Curtain Drain: Outlet Inv. ( )</td>
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<tr>
<td></td>
<td>Garg. Flr. ( ) Road Grd. ( )</td>
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<tr>
<td>12. LAYOUT LIST</td>
<td>( ) Well ( ) Water service ( ) Foundation drain ( ) Roof drainage</td>
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<tr>
<td>(check here and show on plan)</td>
<td>( ) Surface drainage ( ) Curtain drain ( ) Other drain ( ) Water course</td>
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<tr>
<td></td>
<td>( ) Test holes ( ) Probing ( ) Rock outcrops ( ) Driveway</td>
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<td></td>
<td>( ) Retaining wall ( ) Embankment ( ) Trees in field area to remain</td>
</tr>
<tr>
<td>13. SEWER SYSTEM</td>
<td>Distance to:</td>
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*State Sanitary Code, Reg. 103, Part B, and this Department's supplements and amendments thereof.

NOTE: Project not approved until Permit to "USE AND OPERATE" is issued on basis of satisfactory final installation and inspection.
February 22, 2000

Mr. Glenn Nadin  
Westmore Fuel  
86 North Water Street  
Greenwich, Connecticut 06830  

RE: Limited Environmental Study, January 19, 2000  
Tank Abandonment, February 10, 2000  
Residence  
48 Peck Island Road  
Greenwich, Connecticut  

Dear Mr. Nadin:

On January 19, 2000, Enviroshield Staff commenced with a limited subsurface investigation intended to discover if oil from an underground fuel oil storage tank system had impacted the soil at the subject site.

The investigation included the use of a hand driven Enviroprobe to install one 1.5" diameter boring near the bottom of a 1,000-gallon underground storage tank. The sample of soil was obtained as noted on the enclosed Enviroprobe Log Sheet at the depth noted. The soil sample was transported to a State of Connecticut Certified Laboratory for analysis by EPA Method 418.1 Total Petroleum Hydrocarbons (TPH). This analysis is an industry standard for determining the presence of oil in soil and groundwater.

The results of analysis for TPH reported 270 parts per million (ppm) from HP#1. This level is below the State of Connecticut Department of Environmental Protection Remediation Standards (Section 22a - 133K-1 through 3) for TPH of 500 ppm.

Enclosed with this report is a rough sketch site layout (not to scale) showing structures and the boring location, the field Enviroprobe Log Sheet and the laboratory result of analysis for the sample obtained from the probe boring. As indicated in the attached analysis, the reported result for the sample tested is below current Connecticut Department of Environmental Protection Standards for TPH.

On February 10, 2000, ENVIROSHEILD, INC. completed the abandonment of one (1) 550-gallon underground storage tank system. The location of the tank in relation to site structures is shown on the enclosed site layout.

P.O. Box 1296, 250 Moffitt St., Stratford, CT 06615 (203) 380-5644 (800) 394-2268 FAX (203) 378-8736 www.enviroshieldinc.com
Prior to filling the tank system with polyurethane foam, the tank was pumped out, cleaned and all remaining liquid and/or sludge was disposed of legally. The tank system was injected with an INERT FOAM, the vent line was cut at grade and the fill and vent were made inaccessible to complete the abandonment.

The tank abandonment was performed in a manner consistent with industry standards and in compliance with all Local, State and Federal Codes and Regulations.

If you have any questions or comments concerning this work please contact our office at your earliest convenience.

Sincerely,

ENVIROSHIELD, INC.

[Signature]

Leonard Bochicchio
Project Manager

Enclosures

cc:  Fire Marshall’s Office
Greenwich Fire Department
15 Havemeyer Place
Greenwich, CT 06830

abandgeo.wpa
SITE LAYOUT

Job Requested By: ___________________________ Date: 01-19-06 ___________________________
Job Site: Residence ___________________________ Supervisor: PH ___________________________
48 Pickleland Rd (Specify Size) Site Phone: ______ ___________________________
Greenwich, CT

Key:
× Submersible Pump (Make ?)
☐ Monitoring Well
☐ Fill (Specify Size)
○ Vent
▲ Manifolded Vent
☑ Manifolded Vent Box

○ Vapor Recovery Poppit
○ Vapor Recovery Basket
▲ Monitoring System
➕ Boring
✖️ Dispensers
● Concrete

○ Remote Fill
↔ Siphon Bar
↔ Siphon Valve
✓ Annular Space
➊ Manhole
● Manway

(NOT TO SCALE)

Residence

Suggested Waterline

Gravel Drive

S

Suggested W.P.

P.O. Box 1236, 250 Moffitt Street, Stratford, CT 06497 (203)380-5644 (800)-394-2266 FAX (203)378-8736
January 21, 2000

Mr. Len Bochicchio
Envirosheild, Inc.
P.O. Box 1296
Stratford, CT 06497

Project: Residential Property, 48 Pecksland Rd., Greenwich
Project #: 09753
CET #: 00010490
Soil: HP1
Collection Date(s): 1/15/00

ANALYSIS:

Total Petroleum Hydrocarbons [EPA 418.1] Units: mg/kg Analysis Date: 1/20/00

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<tr>
<th>Total Petroleum Hydrocarbons</th>
<th>HP1</th>
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<tr>
<td></td>
<td>270</td>
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Sincerely,

[Signature]
David Ditta
Laboratory Director

NOTES:
[] Indicates Prep Test Completed; ND is Not Detected.

Connecticut Laboratory Certification PH 0116
Massachusetts Laboratory Certification M-CT903
Rhode Island Laboratory Certification 199
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<tr>
<th>Boring Number</th>
<th>Probe Depth</th>
<th>Soil Classification</th>
<th>Soil Sample Range</th>
<th>Lab Y/N</th>
<th>Water Depth</th>
<th>Well Installed Screen</th>
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<tr>
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<td>Fine tan sandy soil</td>
<td>5'</td>
<td>Y</td>
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<td>-</td>
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<td>REFUSAL @ 5'</td>
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*Recorded depth of water is estimated and may vary.
N/A = Not Applicable
Additional Remarks:
TAX CARDS
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<tr>
<th>Property</th>
<th>Land Value Computation and Summary</th>
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<tr>
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<td>Total Value of Land &amp; Buildings</td>
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<td>Property Taxes</td>
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<td>Homestead</td>
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<td></td>
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<td></td>
<td>Total Homestead</td>
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<tr>
<td></td>
<td>Land</td>
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<tr>
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<td>Total Value of Land &amp; Buildings</td>
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</tbody>
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**Lot** NO 108 Rockland Road

SPT 1NFLD 1795468.00

10/18/51

Town of Greenwich, Conn.
<table>
<thead>
<tr>
<th>MORTGAGED</th>
<th>Net</th>
<th>NO.</th>
<th>V.</th>
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</thead>
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<tr>
<td>BON. 1</td>
<td>3</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>BON. 2</td>
<td>4</td>
<td>8</td>
<td>2</td>
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<tr>
<td>BON. 3</td>
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<th>PL</th>
<th>FF</th>
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<tbody>
<tr>
<td>1,086</td>
<td>1,600</td>
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</table>

| FEET | 1,600 | 4,950 |

| SQUARE FEET | 21,142 | 5400 |

| TOTAL | 14,000 | 4,950 |

<table>
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<th>DEPRECIATION</th>
<th>20,000</th>
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<tr>
<td>TOTAL VALUE</td>
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<th>NO.</th>
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<tr>
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<tr>
<td>DATE</td>
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<td>------</td>
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<tr>
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**RENT**

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<th>UNIT</th>
<th>COST NOW</th>
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**MORTGAGE**

<table>
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<th>DUE, DL.</th>
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<tbody>
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**TOTAL MAIN BUILDING**

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<td>1,421.00</td>
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**SECOND VALUE**

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<tbody>
<tr>
<td>4,970.00</td>
</tr>
</tbody>
</table>
TOWN OF GREENWICH

AFFIDAVIT OF NOTIFICATION OF APPLICATION FOR
LOT LINE REVISION

STATE OF CONNECTICUT) ) ss: Greenwich  December 9, 2021
COUNTY OF FAIRFIELD  )

I, William I. Haslun, being first duly sworn, do hereby certify that on December 9, 2021 I caused to be mailed, postage prepaid, to those persons whose names are set forth on Exhibit A attached hereto a copy of the notice attached hereto as Exhibit B. Said persons were the record owners as shown on the Town Tax Assessor’s Office records of property abutting (as said term is defined in §6-14(a)(3) of the Greenwich Building Zone Regulations) the property belonging to MCJB, LLC located at 44 Cutler Road, Greenwich and to Thomas & Virginia Daly located at 50 Cutler Road, Greenwich for which an application has been filed with the Planning & Zoning Commission of the Town of Greenwich for a determination that a lot line revision and equal area exchange between the two properties does not constitute a subdivision or a re-subdivision.

THE ORIGINAL NOTICE ERRONEOUSLY GAVE THE ZONING BOARD OF APPEALS AS THE AGENCY TO CONTACT, WHICH HAS BEEN CORRECTED.

[Signature]

W.I. Haslun II

Subscribed and sworn to before me this 9th day of December, 2021.

[Signature]

Notary Public

LUCIA VIGO
A NOTARY PUBLIC OF CONNECTICUT
MY COMMISSION EXPIRES 02/28/22
To Whom It May Concern:

Notice is hereby given that MCJB, LLC, owner of property located at 44 Cutler Road, Greenwich, and Thomas & Virginia Daly, owners of 50 Cutler Road, Greenwich, have filed an application with the Planning & Zoning Commission of the Town of Greenwich for a determination that a lot line revision and equal area exchange between the two properties does not constitute a subdivision nor a re-subdivision.

THIS IS THE SAME NOTICE THAT WAS PREVIOUSLY SENT TO YOU, BUT WHICH ERRONEOUSLY GAVE THE ZONING BOARD OF APPEALS AS THE AGENCY TO CONTACT. THE BELOW IS CORRECT.

Further information with regard to this application may be obtained by contacting the undersigned at (203) 983-6750 or the Planning and Zoning Commission of the Town of Greenwich, 101 Field Point Road, Greenwich, at (203) 622-7894.

W. I. Haslun, II, Esq.
EXHIBIT A

ADJOINING OWNERS

44 Cutler Road
and
50 Cutler Road

<table>
<thead>
<tr>
<th>Name</th>
<th>Property Address*</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christina Auriana</td>
<td>49 Cutler Road Greenwich, CT 06831</td>
<td>839 Lake Avenue Greenwich, CT 06831</td>
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<tr>
<td>Nature Conservancy</td>
<td>0 Cutler Road Greenwich, CT 06831</td>
<td>55 Church Street FL3 New Haven, CT 06510</td>
</tr>
<tr>
<td>Adrienne Rolla</td>
<td>61 Cutler Drive Greenwich, CT 06831</td>
<td>7 Pierson Drive Greenwich, CT 06831</td>
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<tr>
<td>John &amp; Renee Olichney</td>
<td>55 Cutler Drive Greenwich, CT 06831</td>
<td>61 West 62nd St #9J New York, NY 10019</td>
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<tr>
<td>Tamarack Country Club</td>
<td>Locust Road RFD 3 Greenwich, CT 06831</td>
<td>Same</td>
</tr>
<tr>
<td>Donald A. Papcsy</td>
<td>60 Cutler Road Greenwich, CT 06831</td>
<td>40 Great Ring Road Sandy Hook, CT 06482</td>
</tr>
<tr>
<td>Ledgerock Land, LLC</td>
<td>37 Cutler Road Greenwich, CT 06831</td>
<td>150 Bedford Road Greenwich, CT 06830</td>
</tr>
</tbody>
</table>

*Mailings duplicated to local addresses.
CERTIFIED DEED HISTORIES

PROPERTIES OF KYLE T. MILNE & ROSA NINNI

As of February 21, 1911, The McEvoy Realty Co. owned 21.211 acres southerly of Pecksland Road (then North Ridge Road a/k/a “Highway”) and the intersection with Zaccheus Mead Lane as shown on an unrecorded map attached hereto as Exhibit A. As of June 17, 1919, Charlotte Callahan Twachtman had acquired a 10.453 acre portion of the same property as shown on an unrecorded map attached hereto as Exhibit B, which portion subsequently passed to Quentin Twachtman who owned the same 10.543 acre parcel as of 1933.

Both the easterly improved lot (Tax Acct #10-1703 containing 2.819 acres) (hereinafter “Lot 1”) and the westerly unimproved lot (Tax Acct # 10-1891 containing 1.956 acres) (hereinafter “Lot #2”), as shown on a map prepared by SE Minor & Co. for the current owners, Kyle T. Milne & Rosa Ninni, dated November 11, 2020 and attached hereto as Exhibit C, were portions of the 10.543 acre parcel previously owned by Quentin Twachtman. The deed history for each lot from 1933 forward is as follows:

**Lot #1 (Tax #10-1703):**

**Book 347, Page 9**

By warranty deed, on December 30, 1937 Quentin Twachtman conveyed 2.947 acres to Otis A. Kenyon (being the same property currently comprising Lot #1 but for the deduction of a portion of the area of the accessway under current zoning regulations and the equal area exchange referenced below).

**Book 359, Page 210**

By warranty deed, on April 25, 1939 Otis A. Kenyon conveyed 1.426 acres to Elise K. Wiggins, as shown on Map #1841 attached hereto as Exhibit D.

**Book 413, Page 220**

By warranty deed, on July 1, 1946 Otis A. Kenyon conveyed the 2.947 acres previously conveyed to him by Quentin Twachtman, less the property previously conveyed by Kenyon to Elise K. Wiggins (i.e., as a result of the two conveyances Wiggins then owned the entirety of the original 2.947 acres, now Lot #1.)

**Book 576, Page 468**

By quit claim deed, on April 23, 1957 Elise K. Wiggins conveyed the 2.947 acres (Lot #1) to Nelson Buhler.
By quit claim deed, on April 23, 1957 Nelson Buhler conveyed the 2.947 acres (Lot #1) to Elise K. and Glenn N. Wiggins.

By quit claim deed, on March 31, 1960 Nelson Buhler conveyed a triangular piece, formerly of Lot #2, to Elise K. Wiggins and Glenn N. Wiggins, as shown as the northerly triangle on Map #4132 attached hereto as Exhibit E.

By quit claim deed of the same date, March 31, 1960, Elise K. Wiggins conveyed a triangular piece, formerly of Lot #1, to Glenn N. Wiggins, as shown as the southerly triangle on Exhibit E.

By quit claim deed of the same date, March 31, 1960, Glenn N. Wiggins conveyed the same triangular piece of Lot #1, to Nelson Buhler, as shown as the southerly triangle on Exhibit E.

The transfers between Buhler and the Wiggins of the two triangular pieces resulted in an equal area exchange and modified the lot line between Lot #1 and Lot #2 all as shown on Exhibit E.

By warranty deed, on May 27, 1960 Nelson Buhler, under power of attorney granted to him by Elise K. Wiggins and Glenn N. Wiggins, conveyed the 2.947 acres comprising Lot #1 to Harriet M. Adsit.

By Certificate of Title Absolute, on May 6, 1943 Foster W. Doty and Henry Lewis III, Trustees, obtained 7.004 acres by way of foreclosure of a mortgage from Quentin Twachtman recorded in 1934 in Book 309 at Page 301, as shown on an unrecorded map attached hereto as Exhibit F, being the remainder of the 10.543 acres shown on Exhibit B.
By warranty deed, on December 16, 1944 Foster W. Doty and Henry Lewis III, Trustees, conveyed the 7.04 acres to Marcella Burke Morrow.

Book 417, Page 512
By warranty deed, on October 1, 1947 Marcella Burke Morrow conveyed 2 acres of the 7.04 acres to Margaret Alice Burke.

Book 479, Page 112
By warranty deed, on July 18, 1952, Margaret Alice Burke conveyed .044 acres of the 2 acres to John Volkmar.

Book 485, Page 20
By warranty deed, on October 30, 1952, Margaret Alice Burke conveyed the remaining 1.956 acres (Lot #2) to Glenn N. Wiggins.

Book 630, Page 343
By quit claim deed, on March 31, 1960 Nelson Buhler conveyed a triangular piece, formerly of Lot #2, to Elise K. Wiggins and Glenn N. Wiggins, as shown as the northerly triangle on Map #4132 attached hereto as Exhibit E.

Book 630, Page 377
By quit claim deed of the same date, March 31, 1960, Elise K. Wiggins conveyed a triangular piece, formerly of Lot #1, to Glenn N. Wiggins, as shown as the southerly triangle on Exhibit E.

Book 630, Page 394
By quit claim deed of the same date, March 31, 1960, Glenn N. Wiggins conveyed the same triangular piece of Lot #1, to Nelson Buhler, as shown as the southerly triangle on Exhibit E.

As stated previously, the transfers between Buhler and the Wiggins of the two triangular pieces resulted in an equal area exchange and modified the lot line between Lot #1 and Lot #2 all as shown on Exhibit E.

Book 643, Page 560
By warranty deed, on December 19, 1960, Glenn N. Wiggins conveyed the 1.956 acres (Lot #2) to Harriet M. Adsit.

By virtue of this conveyance and the previous conveyance of 2.947 acres from the Wiggins to Adsit in May of 1960, Harriet M. Adsit became the owner of 4.903 acres.
comprised of the current Lot #1 and Lot #2, as shown on an unrecorded map attached hereto as Exhibit G.

**Lot #1 & Lot #2**

Book 896, Page 142  
By warranty deed, on July 16, 1974 Harriet M. Adsit conveyed the 4.903 acres to Mary Louise See.

Book 4494, Page 87  
By quit claim deed, on November 20, 2003 Mary Louise See conveyed the 4.903 acres to Mary Louise See & Alonzo B. See II.

Book 6497, Page 107  
By statutory executor’s deed, on January 25, 2013, Alonzo B. See II & BNY Mellon transferred an undivided 50% of the 4.903 acres to an Estate Sheltered Trust.

Book 7408, Page 160  
By statutory quit claim deed, on June 13, 2018 BNY Mellon, Alonzo B. See III and Beverly See White, Trustees, conveyed to Beverly See White & Alonzo B. See III an undivided ½ interest each in 50% of the 4.903 acres.

Book 7597, Page 23  
By certificate of devise, on December 9, 2019 the Greenwich Probate Court devised to Alonzo B. See III & Beverly See White an undivided ½ interest each in the remaining 50% of the 4.903 acres.

Book 7745, Page 103  
By warranty deed, on September 28, 2020 Alonzo B. See III & Beverly See White conveyed the 4.903 acres to Kyle T. Milne & Rosa Ninni.

I hereby certify that the deed history set forth above is upon information and belief a true and accurate deed history of the properties referenced therein.

[Signature]

William I. Haslun II
Sworn to before me this 16th day of October, 2021.

Lucia Vigo
Notary Public/Commissioner of Superior Court
A Notary Public of Connecticut
My Commission Expires 02/28/22
LOT #1
BOOK 347 WARRANTEE DEED.

To all People to whom these Presents shall come, Greeting:

KNOW YE THAT I, GEORGE THOMPSON, of the Town of Greenwich, County of Fairfield and State of Connecticut, am

For the consideration of TEN DOLLARS and other valuable considerrations,

Transferred to me by the undeernameid OTIS A. KENDRICK, of the said Town of Greenwich,

We, GEORGE THOMPSON, all that certain tract, piece or parcel of land situate in the Town of Greenwich, County of Fairfield, and State of Connecticut, and bounded and described as follows:

Beginning at the point formed by the intersection of the division line between land of Quintin Towne and land of Isabell A. Broyse with the southwesterly line of Parkland Road, and running thence southeasterly along said division line, thence southeasterly along the southerly line of town lines, thence southeasterly along the northerly line of Parkland Road, thence northeasterly along the easterly boundary line of Parkland Road, thence westerly along the easterly boundary line of land of Henry B. Nickles and other land of the grantor, thence westerly along the easterly boundary line of other property of the grantor, Tyler in the west of the above described premises.

To have and to hold the above mentioned and boundon properties, with the privileges and appurtenances thereof unto the said grantee, his heirs and assigns forever. And also the said grantor, for himself, his heirs, successors, and assigns, does hereby covenant and agree that the said premises, his heirs and assigns, that he and all the succeeding grantors, as good and有一次as the premises, will keep and have good right and quiet possession, and that the same is free from all incumbrances whatever, except as hereinafter.

And furthermore, the said grantor does hereby grant and cause to be granted to the said grantee, his heirs and assigns, all the appurtenances thereto appurtenant, and all the rights, liberties, and easements, whether express or implied, in and about the said premises, except as hereinafter.

And whereas, I, the said grantee, have hereunto set my hand and seal this 10th day of December, A. D. 1887.

Walter S. Anderson

Notary Public

STATE OF CONNECTICUT

County of Fairfield

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Beginning at the point formed by the intersection of the division line between land of Quintin Towne and land of Isabell A. Broyse with the southwesterly line of Parkland Road, and running thence southeasterly along said division line, thence southeasterly along the southerly line of town lines, thence southeasterly along the northerly line of Parkland Road, thence northeasterly along the easterly boundary line of Parkland Road, thence westerly along the easterly boundary line of land of Henry B. Nickles and other land of the grantor, thence westerly along the easterly boundary line of other property of the grantor, Tyler in the west of the above described premises.

To have and to hold the above mentioned and boundon properties, with the privileges and appurtenances thereof unto the said grantee, his heirs and assigns forever. And also the said grantor, for himself, his heirs, successors, and assigns, does hereby covenant and agree that the said premises, his heirs and assigns, that he and all the succeeding grantors, as good and有一次as the premises, will keep and have good right and quiet possession, and that the same is free from all incumbrances whatever, except as hereinafter.

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KNOW YE THAT I, GEORGE THOMPSON, am

For the consideration of TEN DOLLARS and other valuable considerrations,

Transferred to me by the undeernameid OTIS A. KENDRICK,

We, GEORGE THOMPSON, all that certain tract, piece or parcel of land situate in the Town of Greenwich, County of Fairfield, and State of Connecticut, and bounded and described as follows:

Beginning at the point formed by the intersection of the division line between land of Quintin Towne and land of Isabell A. Broyse with the southwesterly line of Parkland Road, and running thence southeasterly along said division line, thence southeasterly along the southerly line of town lines, thence southeasterly along the northerly line of Parkland Road, thence northeasterly along the easterly boundary line of Parkland Road, thence westerly along the easterly boundary line of land of Henry B. Nickles and other land of the grantor, thence westerly along the easterly boundary line of other property of the grantor, Tyler in the west of the above described premises.

To have and to hold the above mentioned and boundon properties, with the privileges and appurtenances thereof unto the said grantee, his heirs and assigns forever. And also the said grantor, for himself, his heirs, successors, and assigns, does hereby covenant and agree that the said premises, his heirs and assigns, that he and all the succeeding grantors, as good and有一次as the premises, will keep and have good right and quiet possession, and that the same is free from all incumbrances whatever, except as hereinafter.

And furthermore, the said grantor does hereby grant and cause to be granted to the said grantee, his heirs and assigns, all the appurtenances thereto appurtenant, and all the rights, liberties, and easements, whether express or implied, in and about the said premises, except as hereinafter.

And whereas, I, the said grantee, have hereunto set my hand and seal this 10th day of December, A. D. 1887.

Walter S. Anderson

Notary Public
ated in said Greenwich and bounded northerly by Glenville Road; easterly by Jesse Jagustym; southerly by land of the Indian Spring Land Company and westerly by land of JOSEPH MCKEVER, at 61, which said premises were conveyed to the said
2. That said premises formerly belonged to JOHN MCKEVER (father of the deponent) and were conveyed to him by EDWARD F. FITZGERALD by Warranty Deed dated March 28, 1975 and recorded in Book 37 at Page 244 of the Greenwich Land Records.
3. That the said JOHN MCKEVER died on or about the 24th day of February, 1903, seized and possessed of the above described real estate.
4. That at the time of his death the said JOHN MCKEVER died with no will and no proceedings were ever had upon settlement of his estate.
5. That to the best of deponent's information and belief all the debts and claims against said JOHN MCKEVER or his estate have been paid and that no such debts or claims are now outstanding against said estate.
6. That at the time of the death of said JOHN MCKEVER, he did not own or possess any other property or assets other than said real estate and that at the time of his said decease such real estate did not exceed in value, the sum of $5000.00.
7. That at the time of the death of the said JOHN MCKEVER he left him surviving the following children and heirs at law:
(a) John F. Mckever, son
(b) William J. Mckever, son
(c) Thomas A. Mckever, son
(d) Charles F. Mckever, son
(e) Mary Jane Jarrett, daughter
(f) Margaret Kendall, daughter
and at the time of his said decease, his wife, SARAH MCKEVER, predeceased him having died in said Greenwich on November 3, 1899.

Charles F. Mckever

Subscribed and sworn to this 1st day of May, A.D., 1959, before me,
L. Paul Burke, Notary Public.

Received for Record May 1, 1959 at 4:50 P.M. and Recorded by-

Town Clerk.

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

KNOW YE, That I, OTIS A. KENTON, of the Town of Greenwich, County of Fairfield
and State of Connecticut,

for the consideration of one ($1.00) DOLLAR and other good and valuable considerations received to my full satisfaction of ELISE K. WIDDINS (wife of Glenn N. Widdins) also of the Town of Greenwich, in said County and State,
do give, grant, bargain, sell and confirm unto the said ELISE K. WIDDINS,

All that certain tract, piece or parcel of land, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, and bounded and described as follows: Commencing at a point formed by the intersection of the division line between the premises hereby conveyed and land of Quentin Teichman, with the southerly side of Fieldland Road, and running thence along land of Quentin Teichman the following courses and distances: South 40 degrees, 34' East 91.6 feet, South 4 degrees, 20' East 121 feet, South 14 degrees, 16' East 130.1 feet, South 20 degrees, 68' East 103.3 feet, South 26 degrees, 18' East 48 feet and South 17 degrees, 49' East 31.35 feet to other land of the grantor, thence along other land of the grantor, the following courses and distances: North 49 degrees, 26' East 215 feet, North 40 degrees, 34' West 678 feet to the southerly side of
said Peckland Road, thence along the southerly side of said road, South 75 degrees, 12' East 44.40 feet to the point or place of beginning.  
Said premises are bounded southeasterly by land of Quentin Twachtman, southeasterly and northeasterly by other land of the grantor, and northerly by Peckland Road. Said premises are shown upon a certain map entitled, "Property to be conveyed to Eliza P. Biggs, Greenwich, Conn." made by S. B. Minor & Co., Inc., Civil Engineers, Greenwich, Conn., and dated March 28, 1936, which map has been or will be filed in the Town Clerk's office of the Town of Greenwich. Said premises contain in area 1.232 acres.

The premises are conveyed together with all the right, title and interest of the grantor in and to Peckland Road in front of and adjoining said premises to the center line thereof.

The premises are conveyed subject to the Zoning and Town Planning laws, rules and regulations of the Town of Greenwich; to the second installment of the Town tax on the 1st of June 1, 1939, payable in July, 1939, and to the restrictive covenants and agreements set forth in a warranty deed from Quentin Twachtman to the grantor herein, dated December 30, 1937, and recorded in the Greenwhich Land Records in book 247 at page 3.

The grantor hereby reserves to himself, his heirs and assigns forever, as an appurtenance to the other land owned by him and adjoining the above described premises, the right to use throughout its entire length, and to the same extent as though it was a public highway, the private road or driveway which is about ten feet in width and which extends from Peckland Road to the premises of the grantor lying southerly of the premises hereby conveyed, the approximate location of which private road is shown by a dotted line on the above mentioned map. The grantor herein hereby gives and grants to the grantee herein, her heirs and assigns forever, as an appurtenance to the land conveyed, the right to use to the same extent as though it was a public highway, said private road or driveway from the point where it intersects the southerly side of Peckland Road, to the point where it becomes part of the property of the grantor lying southerly of the premises hereby conveyed.

Said private road or driveway is located partly on land hereby conveyed and partly on other land of the grantor and it is the intention of this deed that both the grantee, her heirs and assigns, and the grantor his heirs and assigns, shall have the right forever to use, as though it was a public highway, all portions of said private road, the approximate location of which is shown on said map, other than the portion of said road lying south or southeasterly of the 215 foot southerly boundary of the premises hereby conveyed. Nothing in this deed shall be construed to give the grantee, or her heirs and assigns, the right to use, or any interest in that portion of said private road, which is located south or southeasterly of the 215 foot southerly boundary line of the premises hereby conveyed.

This deed is given and accepted upon the mutual understanding and agreement between the grantor herein and the grantee herein, for themselves, their heirs, executors, administrators and assigns that they will keep the portion of said private road or driveway extending between said 215 foot southerly boundary line and the southerly side of Peckland Road, and the bridge forming part of said driveway, in good repair and condition, and that the cost of doing so, and the cost of removing snow, from said portion of said private driveway, shall be borne in equal shares by the grantor and the grantee.

...
TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her, the said grantee, her heirs and assigns forever, to her and their own proper use and behoof. And also I the said grantor do for myself, my heirs, executors, and administrators, covenant with the said grantee, her heirs and assigns, that at and until the unsealing of these presents, I am well pleased 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 encumbrances whatsoever, except as stated.

AND FURTHERMORE, I the said grantor do by these presents bind myself, and my heirs forever to WARRANT and DEFEND the above granted and bargained premises to her the said grantee, her heirs and assignees, against all claims and demands whatsoever, except as stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of April, in the year of our Lord nineteen hundred and thirty-nine.

SIGNED, SEALD AND DELIVERED

IN THE PRESENCE OF:

James A. Dougherty
Otis A. Kenyon

Margaret Albino

STATE OF CONNECTICUT | SS. Greenwich | April 22nd, A.D., 1939.

COUNTY OF FAIRFIELD

Personally appeared OTIS A. KENYON, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me.

James A. Dougherty, Notary Public.

Received for Record Apr. 26, 1939 at 12:50 P.M. and Recorded by-

[Signature]

Town Clerk.

[Signature]

Exe. Agent.

MARKETED made this 22th day of April, Nineteen hundred thirty-nine between CARO-
LINE E. S. GARMEN, of the City of Philadelphia, County of Philadelphia, and State of
Pennsylvania, formerly known as Caroline E. Garmen, party of the first part, and
THE HOME LIFE INSURANCE COMPANY, a corporation organized under the laws of the
State of New York, having its office and principal place of business at No. 256
Broadway, in the Borough of Manhattan, City, County and State of New York, party
of the second part.

WITNESSES, the said party of the second part holds the Note of Maurice R. R. Garnett,
bearing date the first day of May, Nineteen hundred and thirty-one, conditioned
for the payment of the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED ($17,500)
Dollars and the interest on said principal sum together with the Mortgage Deed
secured by said payment thereof made and executed by the said Maurice R. R. Garnett,
bearing even date with said Note and recorded in the office of the Town Clerk of the
Town of Greenwich, Connecticut on the eighth day of May, Nineteen hundred and
thirty-one in Book 900 of Mortgages, at page 15.

NOW, therefore, this Agreement WITNESSTHAT that the time of payment of the principal
sum of the said Note and Mortgage Deed remaining unpaid, viz; FIFTEEN THOUSAND
($15,000) Dollars thereby extended, and shall be due and payable in installments
of Two Hundred and Fifty ($250) Dollars each payable on the first day of Febru-
ary, May, August and November in each year, commencing August 1st, 1939, and to
and including February 1, 1944, and the balance thereof on the 1st day of May,
1944.

Provided, however, that the party of the first part shall have the privilege upon
thirty days written notice in advance, of making additional payments on account
STATE OF CONNECTICUT

COUNTY OF HARTFORD

In re: Town of Hartford May 14th 1946

Personally appeared W. Milroy Allyn, Insurance Commissioner of the State of Connecticut, as Successor Receiver of The Western Connecticut Title and Mortgage Company, Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed individually, and as such Successor Receiver, before me.

(Rotary Seal)

Ralph H. Whalen, Rotary Public:

Received for Record July 1, 1946 at 4:45 P.M. and recorded by:

J. P. Cottrell, Town Clerk

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

KNOW YE, THAT I, OTIS A. KENYON, of the Town of Greenwich, County of Fairfield, and State of Connecticut,

for the consideration of One Dollar ($1.00) and other good and valuable considerations, received to my full satisfaction of my daughter, ELIZA K. WIDESTS, also of the Town of Greenwich, in said County and State,

do give, grant, bargain, sell and confirm unto the said ELIZA K. WIDESTS

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, and bounded and described as follows:

Beginning at the point formed by the intersection of the division line between land hereby conveyed and land now or formerly of Isabelle A. McDonnell with the southerly line of Pecksland Road and running thence along land now or formerly of Isabelle A. McDonnell South 40 degrees, 34° East 475.3 feet to land now or formerly of Isabelle B. Highet, thence along land now or formerly of Isabelle B. Highet, South 3 degrees, 14° East 44.0 feet, North 02 degrees, 10° West 125.0 feet, South 96 degrees, 43° West 10.0 feet, thence along land now or formerly of Quentin Twachtman North 17 degrees, 35° West 100.5 feet, North 88 degrees, 46° East 44.1 feet, North 14 degrees, 37° West 55.0 feet, North 17 degrees, 42° West 45.0 feet, North 26 degrees, 15° West 46.0 feet, North 29 degrees, 03° West 103.3 feet, North 14 degrees, 16° West 130.1 feet, North 8 degrees, 10° West 131.0 feet, North 40 degrees, 34° West 31.6 feet to the southerly line of Pecksland Road, thence westerly along the southerly line of Pecksland Road, North 76 degrees, 12° East 55.20 feet to the point of beginning, and containing 0.947 acres.

The general boundaries of the above described tract of land are together by Pecksland Road, and land now or formerly of Isabelle A. McDonnell, westerly by land now or formerly of Isabelle A. McDonnell and land now or formerly of Isabelle B. Highet, southerly by land now or formerly of Isabelle B. Highet and land now or formerly of Quentin Twachtman, westerly by land now or formerly of Quentin Twachtman.

Excepting from the above described premises all of the premises conveyed to the Grantor herein by the Grantor herein by a Warranty Deed dated April 22, 1939 and recorded in the Greenwich Connecticut Land Records in book 339 at page 210.

Sealing and intending hereby to sell and convey to the Grantee herein all of the premises conveyed to the Grantor herein by Quentin Twachtman by a Warranty Deed dated December 31, 1937 and recorded in said Greenwich Land Records in book 347 at page 9, less the premises heretofore conveyed by the Grantor herein to the Grantee herein as mentioned above, so that the Grantee herein will hereafter be the sole owner of all of the premises conveyed to the Grantor herein by Quentin Twachtman by a deed dated December 31, 1937 and recorded in said Land Records in book 347 at page 9.

The premises are conveyed together with any and all rights or privileges reserved to the Grantor herein in the deed to the Grantee herein dated April 22, 1939 and recorded in said
BOOK 413 MISCELLANEOUS

Land Records in book 350 at page 210, but subject to the zoning and Town Planning laws, rules and regulations of the Town of Greenwich; to the Town Tax of the Town of Greenwich on the list of June 1, 1946, payable in 1948, which tax the grantee herein hereby assumes and agrees to pay; and subject also to the restrictions and agreements set forth or referred to in said Warranty Deed from Quentin Nechiham to the grantor herein, and to the installment of the Town Tax on the list of June 1, 1948, payable in July, 1948. The premises are conveyed together with all the right, title, and interest of the grantor in and to Peckland Road, in front of and adjoining said premises, to the center line thereof, and together with the rights of the grantor, if any, in and to the brook or stream flowing through a portion of said premises.

TO HATE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto her, the said grantee, her heirs and assigns forever, to her and their own proper use and benefit. And also I the said grantor, do for myself, my heirs, executors, and administrators, covenant with the said grantee, her heirs and assigns, that at and until the enrolling of these presents, I am 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 encumbrances whatsoever, except as above mentioned. AND FURTHERMORE, I, the said grantor, do by these presents bind myself and my heirs forever to WAIVE AND RELEASE the above granted and bargained premises to her, the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of June, in the year of our Lord nineteen hundred and forty-six.

Signed, Sealed and Delivered
in the presence of

James A. Dougherty
Peter Bella

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

June 29th A.D., 1946

As. Town of Greenwich

Otis A. Kenyon (L.S.)

Personally appeared OTIS A. KENYON, signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

James A. Dougherty, Notary Public

Received for Record July 1, 1946 at 4:47 P.M. and recorded by:

\[Signature\]

Town Clerk

STATE OF CONNECTICUT
COUNTY OF CONN'S SQUAD - FAIRFIELD COUNTY

TOWN OF GREENWICH

V.

EMMAI N. MEAD, of the Town of Stamford, individually and as executor of the will of James A. Mead, late of the Town of Greenwich, deceased and THE GREENWICH TRUST COMPANY

CERTIFICATE OF DISPOSITION

This is to certify that the above action was withdrawn on June 21, 1946, and that the notice of pendency of action dated September 10, 1946, recorded in book 404 page 27 of the Greenwich Land Records is hereby withdrawn.

June 21, 1946

TOWN OF GREENWICH

by N. Allen Barton
its Attorney

Received for Record July 1, 1946 at 4:48 P.M. and recorded by:...
To all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, ELIZA E. WIGGIN, of the Town of Greenwich,

County of Fairfield and State of Connecticut,

for the consideration of One (1.00) Dollar and other value (but less than One Hundred (100) Dollars)

received to my full satisfaction of HELION DUBLIN, of the City of Stamford,

County of Fairfield and State of Connecticut,

do, release, and forever QUIT-CLAIM unto the said HELION DUBLIN, of the City of Stamford, in said County and State, his heirs and assigns forever, all such right, title, interest, claim and demand whatsoever as I, the said releasee, have or ought to have in or to

All that certain piece, parcel or tract of land with the buildings and improvements thereon, situated in the said Town of Greenwich, being bounded and described as follows:

Beginning at the southerly side of Peckland Road at the intersection formed by the division line between land hereby conveyed and land now or formerly of Oenesthius Tothman, proceeding thence along said land now or formerly of Oenesthius Tothman, the following courses and distances: South 40' 34" East 91.6 feet, South 60' 20" East 131.8 feet, South 14' 16" East 130.1 feet, South 30' 03" East 103.3 feet, South 65' 18" East 158.0 feet, South 17' 12" East 45.0 feet, South 16' 37" East 35.0 feet, South 86' 46" West 44.1 feet, and South 17' 35" East 195.5 feet to land now or formerly of Isabellina R. Hight and thence along said land of Isabellina R. Hight, the following courses and distances: North 86' 33" East 100.0 feet, South 83' 18" East 155.6 feet and North 31' 14" West 144.8 feet to land now or formerly of Isabellina A. McDonnell and thence along said land now or formerly of Isabellina A. McDonnell, North 49' 34" West 175.3 feet to the southerly line of said Peckland Road and thence along said southerly line of Peckland Road South 75' 2" East 55.2 feet to the point or place of beginning; and containing in area 2.947 acres more or less.

Intending to convey hereby the premises conveyed to the said ELIZA E. WIGGIN by Otis Kenyon by two certain deeds, the first recorded in the Land Records of the Town of Greenwich in volume 39 at page 210, and the second recorded in said Land Records in volume 413 at page 220, reference thereto being had.

Said premises are conveyed subject to the Zoning and Planning Rules and Regulations of the Town of Greenwich, certain restrictions and agreements referred to in said deeds together with all the right, title and interest of the lessor, in and
to said Pecksland Road in front of, and adjoining said premises, to the center line thereof, and together with the rights of the Releasor, if any, in and to the brook or stream flowing through a portion of said premises.

To Have and to Hold the premises, with all the appurtenances, unto the said Releasor

his heirs and assigns forever, so that neither I the Releasor nor my

heirs nor any other person under me or them

shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefore I am

and they are by these presents forever barred and released.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of December, A.D. 1956.

[Signature]

State of Connecticut,

County of Fairfield

Personally Appeared BLICE K. WIGGINS, of the Town of Greenwich,

County of Fairfield and State of Connecticut,

Signer and Sealor of the foregoing Instrument, and acknowledged the same to be her free act and deed

before me.

[Signature]

Received for Record 2 3 1957 at 10:42 A.M. Attorn [Signature] Town Clerk.
Know All Men By These Presents

That I, NELSON BULGER, of the City of Stamford, County of Fairfield and State of Connecticut, for the consideration of One (1.00) Dollar and other values but less than One Hundred (100) Dollars, and for diverse good causes and considerations therefore moving, have received to my full satisfaction

ELISE K. VIGGINS and ALLEN H. VIGGINS, husband and wife, of the Town of Greenwich, County of Fairfield and State of Connecticut,

have remised, released, and forever quit-claimed, and do by these presents, for myself and heirs, justly and absolutely remise, release, and forever QUIT CLM the said

ELISE K. VIGGINS and ALLEN H. VIGGINS

and the survivor of them, and the heirs and assigns of the survivor of them forever all such right and title as I, the said NELSON BULGER

have or ought to have in or to ALL that certain piece, parcel or tract of land with the buildings and improvements thereon, situated in the said Town of Greenwich, being bounded and described as follows:

Beginning at the southerly side of Peckland Road at the intersection formed by the division line between land hereby conveyed, and land now or formerly of Quintin Twichman, proceeding thence along said land now or formerly of Quintin Twichman, the following courses and distances:

South 40° 34' East 91.0 Feet, South 6° 20' East 113.0 Feet, South 16° 16' East 100.1 Feet, South 30° 01' East 103.3 Feet, South 26° 18' East 48.0 Feet, South 17° 12' East 45.0 Feet, South 12° 37' East 55.0 Feet, South 46° 46' West 44.6 Feet, and South 17° 36' East 295.5 Feet to land now or formerly of Isabelle B. Hieght and thence along said land of Isabelle B. Hieght, the following courses and distances: North 83° 43' East 10.0 Feet, South 31° 24' East 153.6 Feet and North 3° 34' West 44.3 Feet to land now or formerly of Isabelle A. McDonald and thence along said land now or formerly of Isabelle A. McDonald 475.3 Feet to the southerly line of said Peckland Road and thence along said southerly line of Peckland Road South 75° 12' West 55.2 Feet to the point of place of beginning; and containing in area 2.347 acres more or less.

Intending to convey hereof, the premises conveyed to the said Elise K. Higgins by Dils Kyan by two certain deeds, the first recorded in the Land Records of the Town of Greenwich in volume 359 at page 210, and the second recorded in said Land Records in volume 443 at page 220 reference thereto being had.

Said premises are conveyed subject to the Zoning and Planning Rules and Regulations of the Town of Greenwich, certain restrictions and agreements referred to in said deeds together with all the right title and interest of the Releasor, in and to said Peckland Road in front of, and adjoining said premises, to the center line thereof, and together with the rights of the Releasor, if any, in and to the brook or stream flowing through a portion of said premises.
To Have and to Hold the premises unto the said
ELISE X. WIGGINS and Glenn M. Wiggins
and unto their successors, and to the heir and assigns, for the only use and
benefit of the said ELISE X. WIGGINS and GLENN M. WIGGINS
and the survivor of them, and the heir and assigns of the survivor of them forever
so that neither the said NELSON BUHLER
nor any other person or persons in his name and behalf, shall or will hereafter claim or
demand any right or title to the premises or any part thereof, but they and every of them
shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal
this 14th day of December, and Fifty Six.

Signed, Sealed and Delivered in presence of

[Signature]

State of Connecticut,

New York

County of Fairfield

Personally Appeared NELSON BUHLER, of the City of Stamford, County of
Fairfield, State of Connecticut.

County Clerk's certificate of

authentication of this document

Received for Record APR 23 1957 at 10:45 AM. Attorn P. von der P. 1 Years Clerk.
Signed, sealed and delivered in presence of

Robert E. Wiswell

[Signature]

Ralph Bronbach

[Signature]

State of Pennsylvania

County of

Pennsylvania

March 3rd, A.D. 1960

Personally appeared GEORGIA HECHEN PERKINS,

sworn and acknowledged the same to be her free act and deed before me.

Know All Men by These Presents

KNOW YE, That I, WELSON BEHLER of the City of Stamford, County of Fairfield and State of Connecticut,

for the consideration of One ($1.00) Dollar and other value (but less than $100.00)

received to my full satisfaction of GLENN M. WIGGINS and ELISE K. WIGGINS, both of the Town of Greenwich, in said County and State,

do release, release, and forever QUIT-CLAIM unto the said GLENN M. WIGGINS and ELISE K. WIGGINS,

and unto the survivor of them, and unto the heirs and assigns of the survivor of them forever, all the right, title, interest, claim and demand whatsoever as I the said

Releasor have or ought to have in or to all that certain piece, parcel or tract of land this day QUIT-CLAIMED to me by Glenn M. Wiggins, being a small triangular piece southwesterly of Peckland Road in the said Town of Greenwich, bounded easterly by land of the Releasors and westerly and northwesterly by land of the said Glenn M. Wiggins, reference being had to said Quit-Claim from Glenn M. Wiggins to me of even date for a more particular description.
To Have and to Hold the premises, with the appurtenances thereof, unto them the
said Releasee, and unto the survivor of them, and unto such survivor's heirs and assigns forever, to
them and their own proper use and inheritance, so that neither I the said Releasee

nor any other person or persons in my name and behalf, shall or will hereafter claim or
demand any right or title to the premises or any part thereof, but they and every one of them shall by
these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal

this 5th day of September A. D. 1959.

Albert Dir

Nelson Schier

New York

State of Connecticut

County of New York

On the 5th day of September, 1959 before me personally came

Nelson Schier, to be known to be the person described in and

who executed the foregoing instrument, and acknowledged that he

executed the same.
In Witness Whereof, I have hereunto set my hand and sealed this 30th day of MARCH in the year of our Lord nineteen hundred and sixty.

Signed, Sealed and Delivered in presence of

Edwin T. O'Mara Jr.
Valentine S. Demaria

State of Connecticut
County of Fairfield

Personally Appeared VALENTINE S. DEMARIA

Signers and Sealers of the foregoing Instrument, and acknowledged the same to be his free act and deed before me.

Edwin T. O'Mara Jr. Notary Public

Notary Public

Issued by Town, MAR 30, 1960, at 3:103 P.M. and received by

To all People to Whom these Presents shall Come Greeting:

KNOW YE, the 1st day of MARCH, 1960, in the Town of Greenwich,

County of Fairfield and State of Connecticut,

for the consideration of One ($1.00) Dollar and other value (but less than $100.00)

received in full satisfaction of GLENN M. WIGGINS of the said Town of Greenwich, County and State,

I, Edwin T. O'Mara Jr., do remise, release, and forever QUIT-CLAIM unto the said GLENN M. WIGGINS, his heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as the said releaser may have or ought to have in or to all that certain

real, personal or parcel of land, located in the said Town of Greenwich and bounded and described as follows: commencing at a point southerly of Pockaham Road, which point or place of beginning is located as follows: commencing at the southerly side of Pockaham Road where the same is intersected by the dividing line between land of the Releasor and land owned jointly by the Releasor and Releasor, and proceeding thence north 40° 34' east 91.6 ft. to the point or place of beginning and proceeding thence along said boundary line, north 68° 70' east 121.0 ft. and thence through land of the Releasor and Releasor north 3° 07' east 106.70 ft. and north 40° 34' east 31.14 ft. to the point

which map is to be filed for record simultaneously herewith, reference thereto being had.
To Have and to Hold the premises, with all the appurtenances, unto the said
Releasee GEORGE M. WIGGINS.
his heirs and assigns forever, so that neither I the
Releasee nor my heirs nor any other person under me or them
shall hereafter have any claim, right or title in or to the premises, or any part thereof,
but thereafter I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal
this 5th day of September A.D. 1859.

Signed, sealed and delivered in presence of

ELINE S. WIGGINS

Nelson Butler

New York
State of Connecticut
County of New York

On the 5th day of September, 1859 before me personally came
ELINE S. WIGGINS, to me known to be the person described in and
who executed the foregoing instrument, and acknowledged that she
executed the same.

Margaret Cookley
Notary Public

Received for Record MAR 31 1859 at 5:34 P.M. Attest Town Clerk.
To all People to Whom these Presents shall Come Greeting:

Know Ye, That I, GLENN M. WIGGINS of the Town of Greenwich,
County of Fairfield and State of Connecticut,

for the consideration of One ($1.00) Dollar and other value (but less than $100.00)

received to my full satisfaction of NELSON BUMLER of the City of Stamford,
in said County and State,

do remise, release, and forever QUIT-CLAIM unto the said NELSON BUMLER, his

heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as

the saidRelease have or ought to have in or to all that certain

piece, parcel or tract of land, situated in the said Town of Green-
wich and bounded and described as follows: commencing at a point
southerly of Peckland Road, which point or place of beginning is
located as follows: commencing at the southerly side of Peckland Road
where the same is intersected by the dividing line between land of the
Ralesor and land jointly owned by Ralesor and Elisas E. Wiggins, and
proceeding thence south 40° 34' east 132.74 ft. and thence south
3° 07' west 306.76 ft. to the point or place of beginning; and pro-
ceeding thence through land of the Ralesor south 6° 20' east 100.00 ft.
and south 32° 04' 20" east to land owned jointly by the Ralesor and
Elisas E. Wiggins, and thence along land of Ralesor and Elisas E.
Wiggins, north 30° 03' west 103.1 ft. and north 14° 16', west 130.10
ft. to the point or place of beginning; and being shown and designated
on a certain map entitled "Property of Glenn M. to Elisas E. Wiggins
Greenwich, Conn.", certified substantially correct by W. H. Devair for
S.O. Minor & Co., Inc., Civil Engineers Greenwich, Conn., Mar. 1, 1939,
Revised Aug. 4, 1959, which map is to be filed for record simultaneously
herein, reference thereto being had.

It is understood and agreed that the Ralesor is to convey said
premises to the Ralesor and Elisas E. Wiggins immediately, so that
said premises will become a part of their premises adjoining on the
east.
To Have and to Hold the premises, with all the appurtenances, unto the said

Release NELSON BOLGER,
his heirs and assigns forever, so that neither I, the

Releasee nor my heirs nor any other 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 hereunto set my hand and seal

this 5th day of September A.D. 1959.

Signed, Sealed and Delivered in presence of

Margaret Cookley

GLEN M. WIGGERS

State of New York
County of New York

On the 5th day of September, 1959 before me personally came
GLEN M. WIGGERS, to me known to be the person described in and
who executed the foregoing instrument, and acknowledged that he
executed the same.

I hereby certify that the foregoing instrument was read and understood by me for
the use of the above parties.

Margaret Cookley

Received for Record MAR 31 1960 at 9:32 A.M. Attest TOWN CLERK
POWERS OF ATTORNEY TO SELL LAND

KNOW ALL MEN BY THESE PRESENTS, that we, GLENN M. WIGGINS and ELISE K. WIGGINS, of Peckland Road, Greenwich, Connecticut, do hereby constitute and appoint MELSON BOHLER of Pond Road, Stamford, Connecticut, our true and lawful attorney in fact, with respect to certain real property, described in Schedule "A" annexed hereto and made a part hereof, for us and in our names by full covenant and warranty deed or other kinds of conveyances, to grant, bargain, sell and convey said premises for such price, and on such terms of deferred payment or otherwise, with or without the taking back of a purchase money mortgage, and to receive the proceeds of any such sale; and to grant, bargain, sell and convey any interest in said premises; and to enter into any contract or contracts for the sale of said premises, on such terms as he shall in his discretion, elect.

And we hereby give and grant unto our said attorney in fact full power and authority to do and perform every act requisite, necessary or proper to be done in or about the premises, as fully as we might or could do were we personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 25th day of March, 1960.

In the presence of:

GLENN M. WIGGINS (L.S.)

MARGARET COOKLEY

In the presence of:

ELISE K. WIGGINS (L.S.)

MARGARET COOKLEY

Marie Zorn
STATE OF NEW YORK
COUNTY OF NEW YORK

On the 25th day of March, 1960, before me came GLENN M. WIGGINS and ELISE K. WIGGINS, to me known to be the individuals described in, and who executed the foregoing power of attorney, and acknowledged that they executed the same.

Margaret Coakley

State of New York  County of New York  March 25, 1960

Personally appeared GLENN M. WIGGINS and ELISE K. WIGGINS, SIGNERS and SEALERS, of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

Margaret Coakley
SCHEDULE A:

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon, situated in the Town of Greenwich, being bounded and described as follows:

BEGINNING at the southerly side of Peckeland Road at the intersection formed by the division line between land hereby conveyed, and land of Glenn M. Wiggins, and proceeding thence along said land of Glenn M. Wiggins South 40 deg. 34' East 122.74 feet South 3 deg. 07' West 106.70 ft. South 6 deg. 20' East 100 ft. South 32 deg. 04' 20' East 137.03 feet and thence along said land of Glenn M. Wiggins and along land of E. Lee Talman South 26 deg. 18' East 68.0 feet South 17 deg. 42' East 45.0 feet South 14 deg. 37' East 55.0 feet, South 86 deg. 45' West 44.1 feet and South 17 deg. 35' East 135.5 feet to land now or formerly of Isabelle B. Hight and thence along said land of Isabelle B. Hight, the following courses and distances: North 86 deg. 43' East 10.0 feet, South 83 deg. 18' East 155.6 feet and North 3 deg. 14' West 414.8 feet to land now or formerly of Isabelle A. McDonnell and thence along said land now or formerly of Isabelle A. McDonnell, North 40 deg. 34' West 475.3 feet to the southerly line of Peckeland Road and thence along said southerly line of Peckeland Road South 75 deg. 12' West 59.2 feet to the point or place of beginning; and containing in area 2,947 acres more or less.

RECORD: The same premises conveyed to the principals by deed dated December 14, 1956 and recorded in the Greenwich Land Records in Book 570 at page 470 and by deed dated September 5, 1959 and recorded in the Greenwich Land Records in Book 570 at page

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAW

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States a tax against the following named taxpayer, (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of such taxes, together with penalties, interest, and costs that may accrue in addition thereto, is hereby levied in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER: Isabelle J. Rand

ADDRESS OR PLACE OF BUSINESS: 477 Field Point Road, Greenwich, Conn.

DATE OF ASSESSMENT: 1960

AMOUNT OF ASSESSMENT: $2,928.99

FAIRFIELD COUNTY

WITNESS my hand at __________, __________, __________, __________.

DISTRICT DIRECTOR OF INTERNAL REVENUE

NOTE: Certification of officer authorized by law to make acknowledgments to be transmitted in the manner of Notice of Federal Tax Lien, G.C.M. 3043, C.B. 1956, 1,151.
To all People to Whom these Presents shall Come, Greeting:

KNOW YE, THAT WESLEY, LEE H. WIGGINS AND ELISE E. WIGGINS, of the
Town of Greenwich, County of Fairfield and State of Connecticut, acting here-
in by Nelson Burner of the City of Stamford in said County and State, our
true and lawful attorney under a Power of Attorney dated March 25, 1950,
which Power of Attorney is to be recorded simultaneously hereunto with the
Town Clerk of said Greenwich, for the consideration of one (1) 800 Dollar and other value,
received to our full satisfaction of HARRIET M. ADSIT, of the Town of
Ardley-on-Hudson, County of Westchester and State of New York,
do give, grant, bargain, sell and confirm unto the said HARRIET M. ADSIT,
ALL that certain piece, parcel or tract of land with the buildings
and improvements thereon, situated in the said Town of Greenwich,
being bounded and described as follows:

BEGINNING at the southerly side of Peckland Road at the inter-
section formed by the division line between land hereby conveyed, and
land of Glenn M. Wiggins, and proceeding thence along said land of
Glenn M. Wiggins South 40 deg. 34' East 121.74 ft. South 3 deg. 07' West 104.70 ft. South 5 deg. 20' East 100.95 ft. South 3 deg. 06' 20"
West 113.92 ft. South 3 deg. 07' West 324.4 ft. and thence along said land of Glenn M. Wiggins and
along land of E. Lee Talman South 16 deg. 18' East 48.0 ft. South 17
deg. 42' East 45.0 ft. South 14 deg. 37' East 55.0 ft. South 86 deg.
46' West 44.1 ft. and South 17 deg. 15' East 195.5 feet to land now or
formerly of Isabelle B. Hight and thence along said land of Isabelle
B. Hight, the following courses and distances: North 86 deg. 43' East
10.0 feet, South 83 deg. 18' East 155.6 feet and North 3 deg. 14' West
414.0 feet to land now or formerly of Isabelle A. McDonnell and thence
along said land now or formerly of Isabelle A. McDonnell, North 40
deg. 34' East 475.1 feet to the southerly line of said Peckland Road
and thence along said southerly line of Peckland Road South 75 deg.
13' West 55.3 feet to the point or place of beginning; and containing
in area 2.947 acres more or less.

BEING the same premises conveyed to the grantees by deed dated
December 14, 1955 and recorded in the Greenwich Land Records in Book
576 at page 470 and by deed dated September 5, 1959 and recorded in the
Greenwich Land Records in Book 439 at page 339.

Said premises are conveyed subject to the Zoning and Planning Rules
and Regulations of the Town of Greenwich, certain restrictions and
agreements referred to in two certain deeds, the first recorded in the
Land Records of the Town of Greenwich in volume 259 at page 210 and
the second recorded in said Land Records in volume 413 at page 210,
together with all the right, title and interest of the Grantors, in and
to said Peckland Road in front of, and adjoining said premises, to
the center line thereof, and together with the rights of the Grantors,
if any, in and to any pond or stream flowing through a portion of
said premises, and to the taxes of the Town of Greenwich on the 1st of
June 1959, which taxes the Grantee assumes and agrees to pay as a
part of the consideration hereof.
To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto her the said grantees, her heirs, successors and assigns forever, to her and their own proper use and behoof.

And also, we the said grantees do for ourselves, our heirs, executors and administrators, covenant with the said grantees, her heirs, successors, heirs and assigns, that at and until the canceling of these presents, we are well seized of the premises, as a good indefeasible estate in FREE SIMPLE; and have a 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 grantees do by these presents bind ourselves and our heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantees, her heirs, successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, we, the said Glenn M. Wiggins and Elise K. Wiggins by our Attorney as aforesaid, have hereunto set our hand and seals this 20th day of July, in the year of our Lord, nineteen hundred and sixty.

Signed, Sealed and Delivered in presence of

[Signatures]

State of New York
County of New York

May 20
A.D. 1960

Personally Appeared Glenn M. Wiggins and Elise K. Wiggins, by their attorney aforesaid.

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be, the free act and deed of said Glenn M. Wiggins and Elise K. Wiggins, and the free act and deed of said Nelson Buhler as their attorney before me.

[Signature]

Notary Public
Justice of the Peace
Commissioner of the Superior Court

[Seal]

By order of court. May 27, 1960 at 12:41 a.m. and returned by...
LOT #2
BOOK 388. MISCELLANEOUS

TOWN OF COONCROFT

V.

JOSEPH O. COOK AND ROBERT J. SMITH, 6th Tuesday of May 1963

as Commissary of Welfare of the
State of Connecticut

NOTICE OF INTENT TO SELL

Notice is hereby given of the pending of a civil action between the above parties brought by suit and complaint signed by H. Allen Barton, Commissioner of the Superior Court for Fairfield County, dated May 4th, 1963, returnable to the Court of Greenwich on the 5th Tuesday of May 1963, to foreclose the following tax lien held by the Town of Greenwich against Connecticut Coal:

Lien for sewer construction assessment in the amount of $374.12 with accrued interest.

The property sought to be foreclosed is a lot of land on the easterly side of High Street
at 2000 in the Town of Greenwich, designated as lot 3 on map of Mildred E. Seitz subdivi-
sion, being map 1050 as filed in the office of the Clerk of the Town of Greenwich.
May 4, 1963.

By: H. Allen Barton

Its Attorney

Received for Record May 6, 1963 at 10:38 A.M. and Recorded by:

Town Clerk.

Villa

No. 64328

PORTER W. Doby

and HENRY LEWIS, III

as Substituted Trustees

v.

ALFRED H. SEITZ

SUPERIOR COURT
FAIRFIELD COUNTY

CERTIFICATE OF TITLE ABSTRACT

This certifies that a mortgage from Quaintin Seitchman, of the Town of Greenwich, Fairfield
County, Connecticut, to Porter W. Doby by deed dated July 15, 1934 and recorded in the Land
Records of the Town of Greenwich in Book 200 at page 202, which mortgage and the note thereby
secured were thereafter assigned by said Porter W. Doby to Porter W. Doby and Henry Lewis
III, as substituted Trustees under a certain agreement made between Henry Lewis and William Draper
Lewis, dated June 16, 1930, and an agreement dated October 31, 1930 between William Draper
Lewis, Porter W. Doby, and Henry Lewis III and others by which Porter W. Doby and Henry Lewis
III were substituted as Trustees in place of William Draper Lewis under said agreement dated June
16, 1930, which assignment was made by deed dated July 9, 1934 and recorded in said Land
Records in Book 372 at page 108, was foreclosed upon the complaints of Porter W. Doby and Henry
Lewis, III, as substituted Trustees aforesaid, against Quaintin Seitchman, the owner of the
equity of redemption in said mortgaged premises, in the Superior Court, held at Bridgeport,
within and for the County of Fairfield and the State of Connecticut, on the 25th day of December,
1942. The premises foreclosed are described as follows:

"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:

BEGINNING at the point fixed by the intersection of the division line between land herein
described and land of H. Newton Whiting with the southerly line of Peckland Road and running
thereon along the southerly line of Peckland Road North 47° 41' East 79.1 feet, North
39° 59' East 25.0 feet, North 39° G' East 44.4 feet, North 10° 19' East 11.5 feet, North 31°
15' East 31.4 feet, North 36° 37' East 33.4 feet, North 55° 36' East 31.4 feet, North 46° 20'
East 106.4 feet, North 68° 14' East 14.0 feet, North 98° 51' East 39.0 feet, North 98° 14' East
BOOK 388 MISCELLANEOUS

83.7 feet, North 78° 12' 29" East 9.48 feet; thence along land of Quentin Tauchmann South 40° 34' East 01.60 feet, South 80° 23' East 151.0 feet, South 24° 19' East 150.1 feet, South 30° 53' East 103.5 feet, South 20° 18' East 69.0 feet, South 17° 49' East 69.0 feet, South 17° 49' East 50.0 feet, South 20° 23' East 44.1 feet, South 17° 30' East 196.8 feet, thence along land now or formerly of Beal H. Sprague South 88° 45' West 37.0 feet, South 78° 48' West 92.7 feet; thence along land now or formerly of Beal H. Sprague or Raymond Sprague North 80° 20' East 84.63 feet, North 88° 0' West 600.7 feet, South 84° 22' West 151.01 feet; thence along land now or formerly of Beal H. Sprague North 80° 39' West 69.7 feet, and South 89° 38' West 3.8 feet; thence along land of Harjorie Tauchmann Fall North 9° 49' West 56.0 feet; thence along land of H. Newton Whitelaw North 3° 35' West 890.0 feet; North 18° 15' West 103.5 feet to the point of beginning and containing 7.004 acres.

The general boundaries of the above described tract of land are northerly by Peckland Road; westerly by land of Quentin Tauchmann; southerly by land of Beal H. Sprague or Raymond Sprague; westerly by land of Harjorie Tauchmann Fall and land of H. Newton Whitelaw. Being a portion of the same premises conveyed to Quentin Tauchmann by Charlotte Callahan Tauchmann by warranty deed dated November 3, 1931, and recorded in the Greenwich Land Records in book 991 at page 90.

Said premises are subject to a certain grant from William Peck to the Western Union Telegraph Company, dated November 14, 1906, and recorded in said Land Records in book 111 at page 90, and to the zoning laws, rules and regulations as established in and for the Town of Greenwich. The time limited for redemption in said judgment of foreclosure has passed and the title to said premises became absolute in the said Foster W. Noye and Henry Levin, III, as Substituted Trustees aforesaid, on the 4th day of May, A. D. 1948.


THE PLAINTIFFS

By Trenholm E. Marshall

Their Attorney.

Received for Record May 6, 1948 at 2:43 P. M. and recorded by:

[Signature]

Town Clerk.

NOW ALL WHO BY THESE PRESENTS

KNOW THE GREENWICH TRUST COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, located and doing business in the Town of Greenwich, County of Fairfield and State of Connecticut, acting herein by W. N. Blackford, its President, and E. R. Osborn, Jr., its Secretary-Treasurer, both hereunto duly authorized, and JAMES A. DOWNEY, of the said Town of Greenwich, as Trustee under the Last Will and Testament of W. Stanley Finney, deceased, do hereby release and discharge a certain mortgage for the sum of ONE THOUSAND ONE HUNDRED DOLLARS, given by FREDERICK E. MILLER and CLEMENTINE MILLER MILLER to THE GREENWICH TRUST COMPANY and JAMES A. DOWNEY, as Trustee under the Last Will and Testament of W. Stanley Finney, deceased, dated May 9, 1935, and recorded in the Greenwich Land Records in Book 382 at Page 198, the same having been fully paid and satisfied.

IN WITNESS WHEREOF, said THE GREENWICH TRUST COMPANY, as Trustees aforesaid, acting herein by W. N. Blackford, its President, and E. R. Osborn, Jr., its Secretary-Treasurer, both hereunto duly authorized, has hereunto set its corporate name and seal, and said JAMES A. DOWNEY, as Trustee aforesaid, has hereunto set his hand and seal this 19th day of April, A. D. 1948.

STORIED, SEALED AND DELIVERED

IN THE PRESENCE OF:

W. N. Blackford
E. R. Osborn, Jr.
Kathryn M. F. Smith

THE GREENWICH TRUST COMPANY

(U.S.)

AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF W. STANLEY FINNEY, DECEASED

BY W. N. BLACKFORD

(Seal)

THE PRESIDENT

E. R. OSBORN, JR.

(Seal)

ITS SECRETARY-TREASURER

(Seal)
BOOK 397 MISCELLANEOUS

North 89° 38' West 69.7 feet, and south 88° 24' West 6.3 feet; thence along land now or formerly of Harriet Wachman Pell North 3° 40' West 55.8 feet; thence along land now or formerly of H. Newton Whitelaw North 3° 30' West 260.5 feet, North 18° 15' West 103.5 feet to the point of beginning and containing 7,004 acres.

Said premises are particularly shown and described on a certain map entitled "Property of Foster W. Doty, Greenwich, Conn.", made by S. E. Minor & Co., Inc., Civil Engineers, Greenwich; Conn., August 5, 1943.

Being a portion of the same premises conveyed to Quentin Wachman by warranty deed dated November 5, 1951, and recorded in the Greenwich Land Records in Book 581 at page 65, and the same premises described in a Certificate of Title Absolute, dated May 4, 1945, and recorded in said Land Records in Book 588 at Page 169.

Said premises are conveyed subject to a certain grant from William Peck to the Western Union Telegraph Company, dated November 16, 1886, and recorded in said Land Records in Book 111 at Page 90, to the zoning laws, rules and regulations as established in and for the Town of Greenwich, and in the Town of Greenwich on the 21st of June, 1944, payable in January and July of 1945, which tax the Grantor hereby assumes and agrees to pay.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, her heirs and assigns forever, to her and her, their proper use and benefit.

And we, the said Grantors, for ourselves, our heirs, executors and administrators, covenant with the said Grantees, her heirs and assigns, that we have full power and authority as Substituted Trustees aforesaid to bargain and sell the same in manner and form as above written.

And Furthermore, We, the said Grantors, do by these presents bind ourselves, our heirs, executors and administrators, forever to WARRANT and Defend the above granted and bargained premises to her, the said Grantee, her heirs and assigns, against all claims and demands of any person or persons claiming by, from and under us as Substituted Trustees aforesaid.

In Witness Whereof, We have hereunto set our hands and seals the 24th day of October, 1944, and the 6th day of December, 1944.

Signed, sealed and delivered.

In the presence of:

Ebele M. Gann
Oscar B. Thelen
Marie D. Rosenberg
W. A. Powell
State of Massachusetts
County of Hampden

W. A. Powell

I. CHARLES M. CALHOUN, Clerk of the Supreme Judicial Court, in and for said County, do hereby certify that said Court is a Court of Record; that Frank E. Hutt whose name is subscribed to the Certificate of acknowledgment of the annexed instrument, was at the time of taking the same, a Notary Public, in and for said County of Hampden, duly commissioned and sworn, and qualified to act as such; that as such Notary Public, he is duly authorized by the laws of the Commonwealth of Massachusetts to take the acknowledgments and proofs of deeds or conveyance for lands, tenements or hereditaments in said Commonwealth of Massa-
BOOK 397 MISCELLANEOUS

acts; that I am well acquainted with the handwriting of said Notary Public and verify believe
his signature to the same is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at
Springfield, in said County of Hampden, this 24th day of October A.D. 1844.

(Seal) Charles H. Calhoun, Clerk
By Lewis A. Twitchell, Asst. Clerk

District of Columbia ) ss. Washington

December 6th, 1844

Personally appeared Henry Lewis III, Substituted Trustee, as aforesaid, signer and sealer
of the foregoing instrument, and acknowledged the same to be his free act and deed, as such
Substituted Trustee, before me.

(Notary Seal) Francis S. Key-Smith, Notary Public, D.C.

D.O.M. Expires March 14, 1946

DISTRICT OF COLUMBIA, ss.

No. 143196

I, CHARLES E. STEWART, Clerk of the District Court of the United States for the District of
Columbia, do hereby certify that Francis S. Key Smith before whom the annexed instrument in writing was executed, and whose
name is subscribed thereto, was at the time of signing the same a NOTARY PUBLIC in and for
said District duly commissioned and sworn, and authorized by the laws of said District to
sign and execute the same, and that the said instrument was duly acknowledged and
notarized by said Notary Public, as aforesaid, the name and official seal of the said
Notary Public being acknowledged and impressed as hereunto annexed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court,
at the City of Washington, D.C., the 6th day of December A.D. 1844.

(Seal) CHARLES H. STEWART, Clerk

Charles H. Calhoun, Clerk

Received for Record Dec. 6, 1844 at 11:00 A.M. and recorded by:

To all People to whom these presents shall come, greeting:

Know ye, that we, JOHN TOMPKINS CLOSE and MARY GODFREY CLOSE, both as executors under the
Last Will and Testament of Ralph T. Close, late of Westwood, New Jersey, and Mary Godfrey
Close as Executrix under the Last Will and Testament of said Ralph T. Close, in proceedings
in Probate Court in the District of Greenwich, Connecticut, for the consideration of One-
Dollar ($1.00) and other valuable considerations received to our full satisfaction of JOHN
TOMPKINS CLOSE, RALPH THEDERMORE CLOSE, ELIZA ADAMS GUSHMAN, MARY GODFREY CLOSE AND AGNES
BOWLAND CLOSE, do remit, release, and forever quitclaim unto the said JOHN TOMPKINS CLOSE,
RALPH THEDERMORE CLOSE, ELIZA ADAMS GUSHMAN, MARY GODFREY CLOSE AND AGNES BOWLAND CLOSE, heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as
we the said executors have or ought to have in or to

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

Westerly by Lake Ave., northerly by land now or formerly of Minues, easterly by land now or
formerly of said Minues, again northerly by land now or formerly of said Minues, westerly by
land now or formerly of said Minues and by land now or formerly of Guthrie, northerly by
land now or formerly of Converse, easterly by land now or formerly of Converse and by land
now or formerly of Elizabeth Ely Shedd, southerly fifty feet by Lower Cross Road, westerly
by land now or formerly of Frank R. Parker, Jr., northerly by land now or formerly of Frank
R. Parker, Jr., easterly by land now or formerly of Frank R. Parker, Jr. and southerly by
To all People to whom these Presents shall come,

Know ye that I, LANCASTER BURKE, residing in the Town of Greenwich, County of Fairfield and State of Connecticut,

For the further consideration of One ($1.00) Dollar and other good and valuable considerations, received to my full satisfaction of MARGARET ALICE BURKE of the City, County and State of New York,

Do give, grant, bargain, sell and confirm unto the said MARGARET ALICE BURKE all that certain tract, piece or parcel of land, situated in said Town of Greenwich, bounded and described as follows: Beginning at the point formed by the intersection of the division line between land hereby conveyed and land of Simeon W. Ulisine with the southerly line of Peck Island Pond, and running thence along land of said Simeon W. Ulisine, South 40° 34' west 91.6 feet, South 1° 46' west 130.0 feet, South 40° 34' east 100.1 feet, South 30° 03' west 100.3 feet and South 1° 20' west 22.6 feet, thence through land of the Grantor South 26° 46' east 99.7 feet and South 1° 33' west 29.7 feet, thence along the southerly line of Peck Island Road North 46° 47' west 100.6 feet, North 62° 14' east 140.0 feet, North 4° 31' west 39.0 feet and North 27° 10' east 44.0 feet, to the point of beginning, containing 3.00 acres.

The general boundaries of the above described tract of land are further described by Peck Island Road, southerly by land of Simeon W. Ulisine, westerly by land of the Grantor and westerly by land of the Grantee along a portion of Peck Island Road. To the west with all right, title and interest of the Grantor in and to the highway, Peck Island Road, in tract of and adjoining said premises to the center line thereof, said premises being in the following:

1. South, and being all that part of the same.
2. The southeasterly line of the Lots 67, 68, 69, and 70, as described in said deed of December 16, 1843.
3. The Town of Greenwich line on the line of Lots 67, 68, 69, and 70, as described in said deed of December 16, 1843, and recorded in said lot records in Book 69 at page 12.
4. The line from William E. Peck to the Eastern Union Telegraph line on the above described deed of December 16, 1843, and recorded in said lot records in Book 69 at page 12.

To have and to hold the above granted and bargained premises, with the appurtenances thereof unto her the said Grantee her heirs and assigns forever, and her and their own proper use and behalf. And also I, the said grantor do for myself and heirs, executors, administrators and assigns, covenant with the said grantee her heirs and assigns, that at and until the meeting of these presents, I am well and seised of the premises, as a good and sufficient 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 aforesaid.

And furthermore I, the said grantor do, by these presents, and in consideration of the aforesaid premises, covenant with the said grantee her heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

In Witness Whereof, I have hereunto caused to be set my hand and seal this 30th day of September in the year of our Lord nineteen hundred and forty-seven.

Mary A. Kennedey Marcella Burke Morrow

L.A.

STATE OF CONNECTICUT,

COUNTY OF FAIRFIELD,

GREENWICH,

September 30, A.D., 1847

Personally appeared, MARCELLA BURKE MORROW Signer and Sealer

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

Received for Record, Oct. 1, 1847


Town Clerk

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

KNOW YE, That I, MARGARET ALICE BURKE, of Montreal, Canada

for the consideration of One ($1.00) Dollar and other good and valuable considerations,

received to my full satisfaction of JOHN VOLEMAR, of the Town of Greenwich,
County of Fairfield and State of Connecticut,

so give, grant, bargain, sell and convey unto the said

- JOHN VOLEMAR -

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

BEGINNING at the point formed by the intersection of the division line between land of the grantor and land of the grantee with the southerly line of Peckland Road, and running thence through land of the grantor South 31° 17' 40" East 157.35 feet and South 22° 47' 40" East 151.34 feet, thence along land of the grantee North 27° 16' West 322.40 feet to the point of beginning and containing 6.64 acres.

THE above described tract of land is triangular in shape, touching Peckland Road at its northerly point, and is bounded southerly by other land of the grantor and westerly by land of the grantee.

SAID premises are conveyed subject to the following:

1. Zoning and planning laws, rules and regulations as established in and for the Town of Greenwich.


3. Grant from Mr. E. Peck to Western Union Telegraph Company dated November 14, 1906 and recorded in the Greenwich Land Records in Book III at Page 90, as modified by Instrument dated June 5, 1918 and recorded in said Land Records in Book 109 at Page 92.
To Have and to Hold the above granted and bargained premises, with the
appurtenances thereof, unto him, the said grantee, his heirs,
executors, administrators, successors and assigns forever, to his and their own proper use and behoof.
And also, I the said grantor do for myself, my heirs,
and assigns, covenant with the said grantee, his heirs
and assigns, that at and until the ensaleing of these presents,
I am 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, I the said grantor do by these presents
bind myself and heirs, successors and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to him
the said grantee, his heirs and assigns, against all claims and
demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of July
in the year of our Lord nineteen hundred and fifty-two.

Signed, Sealed and Delivered in presence of

[Signature]

State of Connecticut
County of Fairfield

Personally Appeared

MARGARET ALICE BURKE

[Signature]

Notary Public

Received for Record JUL 18 1952 at 2:58 P.M. Attest [Signature]

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

KNOW YE, that I, HARRIET ALICE BURKE, of Montreal, Canada,

for the consideration of One ($1.00) Dollar and other good and valuable considerations,

required to be paid satisfaction of GLENN M. WIGGINS, of the Town of Greenwich, County of Fairfield and State of Connecticut,

do give, grant, bargain, sell and convey unto the said

- GLENN M. WIGGINS -

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

BEGINNING at the point formed by the intersection of the division line between land herein described and land of Iba J. Wiggins with the southerly line of Pecksland Road, and running thence along land of said Iba J. Wiggins South 40° 34' East 91.6 feet, South 6° 20' East 131.0 feet, South 15° 16' East 132.1 feet, South 30° 13' East 102.1 feet, and South 26° 38' East 22.9 feet, thence along land now or formerly of Marnelle Burke Morrow, South 62° 42' West 132.38 feet and North 27° 18' East 104.35 feet, thence along land now or formerly of John Volkmar North 22° 47' West 131.96 feet and North 31° 12' 40' West 171.34 feet to the southerly line of Pecksland Road, thence along the southerly line of Pecksland Road North 44° 39' East 105.4 feet, North 62° 14' East 20 feet, North 9° 31' West 19 feet, North 9° 30' West 17 feet, North 79° 12' East 9.6 feet to the point of beginning, containing about 1.956 acres.

BEING the same premises conveyed to the grantor by Marnelle Burke Morrow by Warranty Deed dated September 30, 1947 and recorded in the Greenwich Land Records in Book 47 at Page 512, excepting therefrom so much of said premises as was conveyed by the grantor to John Volkmar by Warranty Deed dated July 3, 1952 and recorded in said Land Records in Book 479 at Page 112.

SAID premises are conveyed subject to the following:

1. Town of Greenwich Tax on the 1st of June 1, 1952, due and payable in January and July, 1953, which tax the grantee assumes and agrees to pay.

2. Grant from William E. Peck to The Western Union Telegraph Company dated November 14, 1906, and recorded in said Land Records in Book 111 at Page 90, except as modified by agreement between The Western Union Telegraph Company and The Midway Realty Company dated June 7, 1910, and recorded in said Land Records in Book 197 at Page 82.
To Have and to Hold the above granted and bargained premises, with the
appurtenances thereof, unto him, the said grantor, his
heirs, successors and assigns forever, to his and their own proper use and behoof.

And also, I the said grantor do for myself, my heirs,
executors, administrators, successors and assigns covenant with the said grantor, his
heirs, successors and assigns, that at and until the censing of these presents,
I am 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 men-
tioned.

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

In Witness Whereof, I have hereunto set my
hand and seal this 14th day of October, in the year of our Lord
nineteen hundred and fifty-two.

Signed, Sealed and Delivered in presence of

[Signatures]

Notary Public

[Stamp]

[Notary Public's Seal]

[Address]

[Seal of the Province of Quebec]

[Signature of the Notary Public]
See the following Recorded Documents contained in the Chain of Title for Lot #1.

Book 630, Page 343

Book 630, Page 377

Book 630, Page 394
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME,
GREETING,

KNOW YE, that I, GLENN M. WIGGINS, residing at
1800 North Bayshore Drive, Miami, 34, Florida, for the
consideration of ONE DOLLAR ($1.00) and other good
and valuable considerations, received to my full
satisfaction of HARRIET M. ADIT, residing at Field
Terrace, Ardsley-on-Hudson, New York, do give, grant,
bargain, sell and confirm unto the said
HARRIET M. ADIT,

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:

BEGINNING at the point formed by the intersection of
the division line between land herein described, and land
now or formerly of Glenn M. Wiggins and Eliza K. Wiggins,
with the southerly line of Peckland Road, and running
thence along land now or formerly of said Glenn M. Wiggins
and Eliza K. Wiggins South 40 degrees 34' East 121.74
feet, South 3 degrees 07' West 106.70 feet, South 5 degrees
20' East 100.00 feet, South 32 degrees 06' 20' West 137.93
feet, and South 26 degrees 18' East 22.5 feet, thence
along land now or formerly of Marcosa Burke Morrow, South 62
degrees 42' West 162.38 feet and North 27 degrees 19'
West 104.25 feet, thence along land now or formerly of
John Volkmar North 22 degrees 47' West 151.54 feet and
North 31 degrees 17' 40' West 171.34 feet to the southerly
line of Peckland Road, thence along the southerly line
of Peckland Road North 44 degrees 39' East 105.4 feet
North 52 degrees 18' East 14 feet, North 3 degrees 18'
West 39 feet, North 84 degrees 14' East 83.7 feet
and North 75 degrees 12' East 9.48 feet to the point
of beginning, containing about 1.956 acres.

Being the same premises conveyed to the grantee by deed
dated October 13th, 1956 and recorded in the Greenwich
Land Records in Book 405 at page 20 and by deed dated
September 5, 1959 and recorded in the Greenwich Land
Records in Book 630 at page 377.

Said premises are conveyed subject to the following:

1-Town of Greenwich Tax on the list of June 1, 1960, due
and payable in January and July 1961, which tax the
grantee assumes and agrees to pay.

2-Grant from William E. Peck to The Western Union Tele-
graph Company dated November 14, 1906, and recorded in
said Land Records in Book 111 at Page 90, except as modi-
fied by agreement between The Western Union Telegraph
Company and The McGraw Realty Company dated June 5, 1914,
and recorded in said Land Records in Book 147 at page 92.

TO HAVE AND TO HOLD the above granted and bargained
premises, with the appurtenances thereof, unto her, the
said grantee, her heirs and assigns forever, to her and
their own proper use and behoof.

-1-
AND ALSO, I, the said grantor, do for myself, my heirs, executors, administrators and assigns, covenant with the said grantee, her heirs and assigns, that at and until the enoaling of these presents, I am well seized of the premises, as a good indefeasible estate in PER 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, I, the said grantor, do by these presents bind myself and my heirs and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to her, the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this thirtieth day of December, in the year of our Lord nineteen hundred and sixty.

Signed, sealed and delivered in the presence of

Glenn H. Wiggins

State of Florida
County of Dade

December 30, 1960

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

Julie P. Henne
Notary Public

County Clerk's certificate of authority of officer taking acknowledgment is attached to original instrument.
LOTS #1 & #2
To all People to Whom these Presents shall Come, Greeting:

Town of, That I, HARRIET M. ADSIT, of the Town of Greenwich,
County of Fairfield and State of Connecticut,

for the consideration of ONE ($1.00) DOLLAR and other good and valuable
considerations

received to my full satisfaction of MARY LOUISE SEE, of Pheasant Lane, in
the said Town of Greenwich.

"$330.00 Conveyance Tax received

[Signature]

Town of Greenwich"

do give, grant, bargain, sell and confirm unto the said MARY LOUISE SEE, therein
together with the buildings and improvements,

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

BEGINNING at a point in the southerly line of Peckland Road, said
point being the division line between land herein described and land
of John D. Lockton and running thence along land of said John D. Lock-
ton South 40° 34' East 475.3 feet to land of Deirdre Jones Patterson
and running thence along land of said Deirdre Jones Patterson South
3° 14' East 414.8 feet and thence still along land of said Deirdre Jones
Patterson to and along land of Richard Dowling North 83° 18' West
155.6 feet and thence still along land of said Richard Dowling South
86° 43' West 10 feet to land of Ainalie Mobley and thence running
along land of said Ainalie Mobley North 17° 35' West 195.50 feet,
North 06° 46' East 44.1 feet, North 14° 37' West 55.0 feet, North 17°
42' West 45 feet, North 26° 10' West 25.5 feet, South 62° 42' West
162.38 feet, North 27° 18' West 104.35 feet, North 22° 47' 40° West
151.94 feet and North 31° 17' 40° West 171.34 feet to the said souther-
ly side of Peckland Road and running thence in a generally easterly
direction along the said southerly side of Peckland Road North 44°
39' East 105.4 feet, North 62° 14' East 14.0 feet, North 9° 51' West
39 feet, North 84° 14' East 83.7 feet and North 75° 12' East 65.0 feet
to the point or place of beginning.

Said premises are conveyed subject to the following:

1. Municipal laws, rules, regulations and/or ordinances including
zoning and planning laws, as established in and for the Town of
Greenwich.

2. Town of Greenwich tax on the List of October 1, 1973 due and pay-
able in July 1974 and January 1975, which tax Grantor assumes and
agrees to pay.

3. Restrictive covenants and agreements contained in a Warranty Deed
from Quentin Twachman to Otis A. Kenyon dated December 30, 1937 and
recorded in the Greenwich Land Records in Book 147 at Page 9.

4. Grant from Wm. E. Peck to The Western Union Telegraph Company,
dated November 14, 1906 and recorded in said Land Records in Book 111
at Page 90, as modified by Agreement between Western Union Telegraph
Company and The McEvoy Realty Company, dated June 5, 1914 and
recorded in said Land Records in Book 147 at Page 82.

5. Grant from Elise K. Wiggins and O. A. Kenyon to The Connecticut
Light and Power Company dated September 12, 1939 and recorded in said
To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, her heirs, successors and assigns forever, to her and their own proper use and behoof.

And also, I, the said grantor, do for myself, my heirs, executors and administrators, covenant with the said grantee, her successors, heirs and assigns, that at and until the enealing of these presents, I am 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, I, the said grantor, do by these presents bind myself and my heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to the said grantee, her successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 12th day of July in the year of our Lord nineteen hundred and seventy-four.

Signed, Sealed and Delivered in presence of

[Signatures]

State of Connecticut,
County of Fairfield,

Personally Appeared HARRETT M. ADSIT.

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

Received JUL 7 1974 11 At 3:43 P.M. 

Town Clerk
KNOW ALL MEN BY THESE PRESENTS, that MARY LOUISE SEE, of the Town of Greenwich, County of Fairfield and State of Connecticut, hereinafter referred to as the Releasor, for the consideration of One Dollar ($1.00) and other good and valuable consideration, received to her full satisfaction of MARY LOUISE SEE and ALONZO S. SEE II, of 48 Peckland Road, Greenwich, Connecticut 06831, hereinafter referred to as the Releesee, does by these presents remise, release and forever QUITCLAIM unto the said Releesee all right, title, interest, claim and demand whatsoever which the said Releasor has or ought to have in and to the premises described on Schedule A attached hereto and made a part hereof, being the same premises conveyed to the Releasor by Harriet M. Adsit by Warranty Deed dated July 12, 1974 and recorded on the Greenwich Land Records in Book 896 at page 142.

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

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 14th day of March, 2003.

Signed, Sealed and Delivered in the Presence of:

[Signature]

Mary Louise See

[Signature]

Jay Carter

$ Conveyance Tax Received

Town Clerk of Greenwich
STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On the 14th day of November, in the year 2003, before me, the undersigned, personally appeared MARY LOUISE BEE, personally known to me or proved to me on the basis of a driver's license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that she executed the same as her free act and deed in her capacity therein stated, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned in Greenwich, Connecticut.

[Signature]

Notary Public
My Commission Expires:
Commissioner of the Superior Court

SHIRLEY A. TYMINSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2004
SCHEDULE A

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

BEGINNING at a point in the southerly line of Pecksland Road, said point being the division line between land herein described and land of John D. Lockton and running thence along land of said John D. Lockton South 40° 34' East 475.3 feet to land of Deirdre Jones Patterson and running thence along land of said Deirdre Jones Patterson South 3° 14' East 414.8 feet and thence still along land of said Deirdre Jones Patterson to and along land of Richard Dowling North 83° 10' West 155.6 feet and thence still along land of said Richard Dowling South 86° 43' West 10 feet to land of Ainslie Mobley and thence running along land of said Ainslie Mobley North 17° 35' West 195.50 feet, North 86° 46' East 44.1 feet, North 14° 37' West 55.0 feet, North 17° 42' West 45 feet, North 26° 18' West 25.5 feet, South 62° 42' West 162.38 feet, North 27° 19' West 104.35 feet, North 22° 47' 40" West 151.94 feet and North 31° 17' 40" West 171.34 feet to the said southerly side of Pecksland Road and running thence in a generally easterly direction along the said southerly side of Pecksland Road North 44° 39' East 105.4 feet, North 62° 14' East 14.0 feet, North 9° 51' West 39 feet, North 84° 14' East 63.7 feet and North 75° 12' East 65.0 feet to the point or place of beginning.

[Signature]

Received for Record NOV 20, 2003 at 11:28 A.M. and recorded by [Signature] Town Clerk
STATUTORY EXECUTOR'S DEED

Alonzo B. See, II, and BNY Mellon, N.A., duly qualified and authorized Executors of the Last Will and Testament of Mary Louise See, late of Greenwich, Connecticut, for no consideration paid, grant to Alonzo B. See, II and BNY Mellon, N.A. as Trustees of the Estate Tax Sheltered Trust under Article VIII.A. of the Will of Mary Louise See dated October 31, 1995, First Codicil thereto dated November 14, 2003, and Second Codicil thereto dated May 25, 2006 having an address c/o BNY Mellon, N.A., Attn: Nancy H. Bassett, 10 Mason Street, Greenwich, Connecticut 06830, with EXECUTOR'S COVENANTS, all right, title and interest in and to the Premises described as follows:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO THE FOLLOWING:

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 and being bounded and described as follows:

Beginning at a point in the southerly line of Pecksland Road, said point being the division line between land herein described and land of John D. Lockton and running thence along land of said John D. Lockton South 40° 34' East 475.3 feet to land of Deirdre Jones Patterson and running thence along land of said Deirdre Jones Patterson South 3° 14' East 414.8 feet and thence still along land of said Deirdre Jones Patterson to and along land of Richard Dowling North 83° 18' West 155.6 feet and thence still along land of said Richard Dowling South 86° 43' West 10 feet to land of Ainslie Mobley and thence running along land Ainslie Mobley North 17° 35' West 195.50 feet, North 86° 46' East 44.1 feet, North 14° 37' West 55.0 feet, North 17° 42' West 45 feet, North 26° 18' West 25.5 feet, South 62° 42' West 162.38 feet, North 27° 18' West 104.35 feet, North 22° 47' 40" West 151.94 feet and North 31° 17' 40" West 171.34 feet to the said southerly side of Pecksland Road and running thence in a generally easterly direction along the said southerly side of Pecksland Road North 44° 39' East 105.4 feet, North 62° 14' East 14.0 feet, North 9° 51' West 39 feet, North 84° 14' East 83.7 feet and North 75° 12' East 65.0 feet to the point or place of beginning.

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 City or Town, and region or district, if any, in which the Premises are situated.
2. Taxes, sewer use charges and water use charges of the City or Town and/or any region or district in which the Premises are situated hereafter becoming due and payable, which Taxes the Grantees herein assume and agree to pay.

3. Public improvement assessments, and/or any unpaid installments thereof, which assessments and/or installments become due and payable after the date hereof, which the Grantees herein assume and agree to pay.

4. Taxes of any Tax District in which the Premises are situated and/or any taxes, due, fees, assessments or charges of private associations or similar entities for which the owner of the Premises may be liable, which become due and payable after the date hereof, which taxes and/or dues, fees assessments or charges the Grantees assume and agree to pay.

5. Any effect on said Premises of the fact that the same are or may be located in an area which qualifies the Premises for government-subsidized insurance under the National Flood Insurance Act of 1968, as amended, and the maps promulgated or to be promulgated pursuant thereto.

6. Riparian or littoral rights of others, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises.

7. Any state of facts which might be disclosed by an accurate survey or personal inspection of the Premises, provided the same do not render title unmarketable.

8. Any covenants, restrictions, agreements, easements, limitations and grants of record.

Signed as of this 11th day of January, 2013.

Witnessed by:

[Signatures and prints]

Alonzo B. See, II, Executor as aforesaid

BNY Mellon, N.A.

By: [Signature] L.S.

Its

Executor as aforesaid
STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD  

On the 16th day of January, in the year 2013, before me, the undersigned, personally appeared Alonzo B. See, II, personally known to me or proved to me on the basis of a driver's license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that he executed the same as his free act and deed in his capacity therein stated, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned in Greenwich, Connecticut.

VIRGINIA ANNE LENTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2017

2899725_1.doc 1/15/2013

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD  

On the 16th day of January, in the year 2013, before me, the undersigned, personally appeared Mark Venero, personally known to me or proved to me on the basis of a driver's license or other satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged before me that he/she executed the same as his/her free act and deed in his/her capacity therein stated, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument for the purposes therein contained, and that such individual made such appearance before the undersigned in Greenwich, Connecticut.

JACQUELINE T. WRIGHT
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2013

Received for Record  
JAN 25 2013 at 9:43 AM. Attest 
Town Clerk
together with the buildings and improvements.

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

BEGINNING at a point in the southerly line of Peckslund Road, said point being the division line between land herein described and land of John D. Lockton and running thence along land of said John D. Lockton South 60° 34' East 475.3 feet to land of Bertha Jones Patterson and running thence along land of said Bertha Jones Patterson South 3° 14' East 416.9 feet and thence still along land of said Bertha Jones Patterson to and along land of Richard Dowling North 88° 25' West 155.4 feet and thence still along land of said Richard Dowling South 86° 43' West 10 feet to land of Alainie Hobley and thence running along land of said Alainie Hobley North 17° 35' West 195.50 feet, North 86° 46' East 84.1 feet, North 10° 37' West 59.0 feet, North 17° 43' West 45 feet, North 36° 18' West 23.5 feet, South 62° 42' West 163.34 feet, North 87° 19' West 104.35 feet, North 32° 47' 40° West 151.94 feet and North 31° 17° 40' West 171.34 feet to the said southerly side of Peckslund Road and running thence in a generally westerly direction along the said southerly side of Peckslund Road North 44° 39' East 105.4 feet, North 62° 14' East 14.0 feet, North 9° 51' West 39 feet, North 84° 10' East 83.7 feet and North 75° 13' East 65.0 feet to the point or place of beginning.
STATUTORY QUITCLAIM DEED

BNY Mellon, N.A., having an office in Greenwich, Connecticut 06830, Alonzo B. See, III of Dallas, Texas and Beverly See White of Saint Helena Island, South Carolina, as Trustees of the Estate Tax Sheltered Trust under Article VII A. of the Will of Mary Louise See dated October 31, 1995, First Codicil thereto dated November 14, 2003, and Second Codicil thereto dated May 25, 2006 (collectively, the “Grantor”) for no consideration paid, grant to Alonzo B. See, III and Beverly See White, having a mailing address of 353 Westbrook Road, Saint Helena, South Carolina 29920 (together, the “Grantee”), with QUITCLAIM COVENANTS, being an undivided one-half interest, in and to 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 and being bounded and described as follows:

Beginning at a point in the southerly line of Peckslan Road, said point being the division line between land herein described and land of John D. Lockton and running thence along land of said John D. Lockton South 40° 34’ East 475.3 feet to land of Deirdre Jones Patterson and running thence along land of said Deirdre Jones Patterson South 3° 14’ East 414.8 feet and thence still along land of said Deirdre Jones Patterson to and along land of Richard Dowling North 83° 18’ West 155.6 feet and thence still along land of said Richard Dowling South 86° 43’ West 10 feet to land of Ainslie Mobley and thence running along land Ainslie Mobley North 17° 35’ West 195.50 feet, North 86° 46’ East 44.1 feet, North 14° 37’ West 55.0 feet, North 17° 42’ West 45 feet, North 26° 18’ West 25.5 feet, South 62° 42’ West 162.38 feet, North 27° 18’ West 104.35 feet, North 22° 47’ 40” West 151.94 feet and North 31° 17’ 40” West 171.34 feet to the said southerly side of Peckslan Road and running thence in a generally easterly direction along the said southerly side of Peckslan Road North 44° 39’ East 105.4 feet, North 62° 14’ East 14.0 feet, North 9° 51’ West 39 feet, North 84° 14’ East 83.7 feet and North 75° 12’ East 65.0 feet to the point or place of beginning.

[Remainder of page intentionally left blank; signature page to follow.]
Signed this 26th day of June, 2018.

Signed, Sealed and Delivered
In the Presence of:

FIRST WITNESS:
Signature: Margaret B. Cutter
Print Name: Margaret B. Cutter

SECOND WITNESS:
Signature: [Signature]
Print Name: Mehath Grauer

BY: Nancy H. Bassett
Print Name: Nancy H. Bassett
Its: Vice President
Duly Authorized

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss. Greenwich (TOWN/CITY)

On this the 4th day of June, 2018, before me, the undersigned officer, personally appeared Nancy H. Bassett, Vice President of BNY Mellon, N.A., as Trustee of Estate Tax Sheltered Trust under Article VII A. of the Will of Mary Louise See dated October 31, 1995, First Codicil thereto dated November 14, 2003, and Second Codicil thereto dated May 25, 2006, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she, duly authorized, executed the same as his/her free act and deed in the capacity therein stated and for the purposes therein contained.

Notary Public
Commissioner of the Superior Court

JoAnn M. Fronio
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/31/2020
Signed, Sealed and Delivered
In the Presence of:

FIRST WITNESS:
Signature: [Signature]
Print Name: Pamela A. Peckham

SECOND WITNESS:
Signature: [Signature]
Print Name: Angela T. Reineke


By: Alonzo B. See, III, as Trustee
Duly Authorized

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss. (TOWN/CITY)

On this the 18 day of June, 2018, before me, the undersigned officer, personally appeared Alonzo B. See, III, Trustee of Estate Tax Sheltered Trust under Article VII A. of the Will of Mary Louise See dated October 31, 1995, First Codicil thereto dated November 14, 2003, and Second Codicil thereto dated May 25, 2006, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he, duly authorized, executed the same as his free act and deed in the capacity therein stated and for the purposes therein contained.

[Signature]
Notary Public/Commissioner of the Superior Court

ANDELA T. REINEKE
Notary Public
My Commission Expires: Jan. 31, 2019
Signed, Sealed and Delivered
In the Presence of:

FIRST WITNESS:

Signature: [Signature]
Print Name: Jacqueline Karasch

SECOND WITNESS:

Signature: [Signature]
Print Name: Kayla Bryan


By: Beverly See White
Beverly See White, as Trustee
Duly Authorized

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this the 20th day of June, 2018, before me, the undersigned officer, personally appeared Beverly See White, Trustee of Estate Tax Sheltered Trust under Article VII A. of the Will of Mary Louise See dated October 31, 1995, First Codicil thereto dated November 14, 2003, and Second Codicil thereto dated May 25, 2006, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she, duly authorized, executed the same as her free act and deed in the capacity therein stated and for the purposes therein contained.

Notary Public
Commissioner of the Superior Court

My Commission Expires 2/17/2020

RECEIVED FOR RECORD
JUL 13, 2018 10:30:40 AM
CARMELLA C. BURKE
Town Clerk
GREENWICH, CT
RETURN TO:
Regina C. Amarone, Paralegal
Wiggin and Dana LLP
P.O. Box 1832
New Haven, CT 06508-1832

CERTIFICATE OF DEVISE,
DESECT OR DISTRIBUTION
PC-250 REV 4/18

STATE OF CONNECTICUT
COURT OF PROBATE

COURT OF PROBATE, Greenwich Probate Court  DISTRICT NO. PD54

ESTATE OF         DATE OF DEATH
Alonzo B. See, II (18-00162) deceased            March 24, 2018

Pursuant to C.G.S. section 45a-450, this certifies that as appears in the records of this court, the deceased died on the date stated above, and the following real property of the decedent is devised, distributed, set out, divided or descends to: [Name, place of residence and share of distributee and the street, lot number of the real property, or, if none, a brief description of the location.]

Alonzo B. See III and Beverly See White, each, an undivided one-half (1/2) interest in and to the decedent’s one-half (1/2) interest in the following described real estate:

48 Pecksland Road, Greenwich, CT (See property description attached)

For a more particular description, reference should be made to the records of the Probate Court.

Dated on November 14, 2019.

David W. Hopper, Judge

Certified True Copy

Judge/Clerk

FOR COURT USE ONLY
Sent to: MICHAEL THOMAS CLEAR    Date sent: 11/15/19

Note to fiduciary: File certificate with town clerk where real property is situated.
ALL that certainagraph piece or parcel of land situated in the Town of Greenwich, County of Fairfield and State of Connecticut and being bounded and described as follows:

BEGINNING at the southerly line of Peckeland Road, said point being the southerly line between land herein described and land of John D. Lockton South 34° 39' East 775.3 feet to land of Deirdra Jones Patterson and thence North 20' East 14' East 178.8 feet and thence along land of said Deirdra Jones Patterson South 3° 14' East 411.8 feet and thence along land of said Richard Dowling North 83° 18' West 155.6 feet and thence still along land of said Richard Dowling South 86° 43' West 10.4 feet to land of Ainslie Mobley and thence running along land of said Ainslie Mobley North 17° 35' West 195.5 feet, North 86° 43' East 44.4 feet, North 14° 37' West 55.0 feet, North 17° 42' West 18 feet, North 29° 18' West 25.5 feet, South 62° 42' West 162.36 feet, North 27° 16' West 104.35 feet, North 22° 47' 40'' West 151.34 feet, North 17° 40' West 171.34 feet to the said southerly side of Peckeland Road and running thence in a generally eastward direction along the said southerly side of Peckeland Road North 44° 39' East 14 feet, North 62° 14' East 14.0 feet, North 9° 51' West 39 feet, East 86° 14' East 23.7 feet and North 75° 12' East 65.0 feet to the point of place of beginning.

RECEIVED FOR RECORD
DEC 9, 2019 09:30:36 AM
CARMENIA C. BUDDING
Town Clerk
GREENWICH, CT
RECORD & RETURN TO:
Brooke Cavallero, Esq.,
Law Office of Brooke Cavallero, LLC
22 Hillview Lane
Stamford, Connecticut 06905

CONVEYANCE TAX RECEIVED
STATE $ 20,812.50
LOCAL $ 4,462.50
CARNELLA C. BUDKINS
GREENWICH Town Clerk

WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT ALONZO B. SEE III AND BEVERLY WHITE SEE of Greenwich, Connecticut, for consideration of ONE AND 00/100 DOLLARS ($1.00), grant to KYLE T. MILNE and ROSA NINNI, Joint Tenants with Rights of Survivorship, with WARRANTY COVENANTS, all that certain real property known as 48 Pecksland Road, Greenwich, Connecticut, being more particularly described as follows:

Beginning at a point in the southerly line of Pecksland Road, said point being the division line between land herein described and land of John D. Lockton and running thence along land of said John D. Lockton South 40° 34' East 475.3 feet to land of Deidre Jones Patterson and running thence along land of said Deidre Jones Patterson South 3° 14' East 414.8 feet and thence still along land of said Deidre Jones Patterson to and along land of Richard Dowling North 83° 18' West 155.6 feet and thence still along land of said Richard Dowling South 86° 43' West 10 feet to land of Ainslie Mobley and thence running along land Ainslie Mobley North 17° 35' West 195.50 feet, North 86° 46' East 44.1 feet, North 14° 37' West 55.0 feet, North 17° 42' West 45 feet, North 26° 18' West 25.5 feet, South 62° 42' West 162.38 feet, North 27° 18' West 104.35 feet, North 22° 47' 40" West 151.94 feet and North 31° 17' 40" West 171.34 feet to the said southerly side of Pecksland Road and running thence in a general easterly direction along the said southerly side of Pecksland Road North 44° 39' East 105.4 feet, North 62° 14' East 14.0 feet, North 9° 51' West 39 feet North 84° 14' East 83.7 feet and North 75° 12' East 65.0 feet to the point or place of beginning.

Said premises are conveyed subject to the following:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.

2. Taxes of the City or Town in which the premises are situated which become due and payable after the date of the delivery of the deed, which taxes the Purchaser shall assume and agree to pay as part of the consideration for the deed.

3. Public improvement assessments, and/or any unpaid installments thereof, which assessments and/or installments become due and payable after the date of the delivery of the deed, which assessments and/or installments the Purchaser shall assume and agree to pay as part of the consideration for the deed.

4. Municipal laws, rules, regulations and/or ordinances including zoning and planning laws, as established in and for the Town of Greenwich.


6. Grant from Wm. E. Peck to The Western Union Telegraph Company, dated November 14, 1906 and recorded February 14, 1907 in Book 111 at Page 90, as modified by Agreement between


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 Grantors have caused these presents to be executed on this 27th day of September, 2020.

Alonzo B. See III, Grantor

Signed, sealed and delivered in the presence of or attested by:

STATE OF TEXAS

COUNTY OF DALLAS

Personally appeared Alonzo B. See III signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose names is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained in the capacity therein stated, before me, on this 22nd day of September, 2020.

Notary Public
IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 17th day of September, 2020.

Beverly See White
Beverly See White, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness: Kayll Kemp

Witness: Jacqueline Karasch

STATE OF SOUTH CAROLINA  } ss.
COUNTY OF  } ss.

Personally appeared Beverly See White signer and sealer of the foregoing instrument, 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 in the capacity therein stated, before me, on this 17th day of September, 2020.

JACQUELINE KARASCH
Notary Public, State of South Carolina
My Commission Expires Nov. 21, 2024

RECEIVED FOR RECORD
SEP 28, 2020 10:34:00 AM
CARMELLA C. BUDKINS
Town Clerk
GREENWICH, CT
Return To:
Citibank, N.A.
Attn: Document Processing
P.O. Box 79821
St. Louis, MO 63179-8021

Prepared By:
Citibank, N.A.
2710 Wisona Way
Burbank, CA 91504-2534

OPEN-END MORTGAGE DEED
MIN 100011547785031795

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 25, 2020 together with all Riders to this document.

(B) "Borrower" is Kyle T Mline and Ross Nian, Joint Tenants

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

004778503179
CONNECTICUT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Form 3007 1/01

Page 1 of 14
Initialed: DM JY
(D) "Lender" is Citibank, N.A.

Lender is a Corporation organized and existing under the laws of the United States. Lender's address is 1000 Technology Drive, O'Fallon, MO 63368-2340.

(E) "Note" means the promissory note signed by Borrower and dated September 25, 2020. The Note states that Borrower owes Lender One Million Six Hundred Eighty Seven Thousand Two Hundred Fifty Dollars (U.S. $1,687,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2050.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) [specify]

Schedule "A"/Exhibit "A"

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a community association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulations, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

004778503179

Citibank 3.2.131.03 V3
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Witness: Brooke Cavaliere

Kyle T. Milne
-Borrower

(Rose Nilan)
-Borrower

Witness: Louis Galasso

STATE OF CONNECTICUT,
Fairfield County as: Stamford
The foregoing instrument was acknowledged before me this September 25, 2020
by Kyle T. Milne and Rosa Nilan.

My Commission Expires:

Loan origination organization Citibank, N.A.
NMLS ID 412915
Loan originator Brigitte Golay
NMLS ID 899374
004778583179
CONNECTICUT-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Citibank 3.2.131.03 V3
Form 3007 1/01
SCHEDULE "A" / EXHIBIT "A"
LEGAL PROPERTY DESCRIPTION

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 and being bounded and described as follows:

BEGINNING at a point in the southerly line of Pecksland Road, said point being the division
line between land herein described and land of John D. Lockton and running thence along land
of said John D. Lockton South 40° 34' East 475.3 feet to land of Deirdre Jones Patterson and
running thence along land of said Deirdre Jones Patterson South 3° 14' East 414.8 feet and
thence still along land of said Deirdre Jones Patterson to and along land of Richard Dowling
North 83° 18' West 155.6 feet and thence still along land of said Richard Dowling South 86° 43'
West 10 feet to land of Ainslie Mobley and thence running along land of Ainslie Mobley North
17° 35' West 195.50 feet, North 86° 46' East 44.1 feet, North 14° 37' West 55.0 feet, North 17°
42' West 45 feet, North 26° 18' West 25.5 feet, South 62° 42' West 162.38 feet, North 27° 18'
West 104.35 feet, North 22° 47' 40" West 151.94 feet and North 31° 17' 40" West 171.34 feet to
the said southerly side of Pecksland Road and running thence in a generally easterly direction
along the said southerly side of Pecksland Road North 44° 39' East 105.4 feet, North 62° 14'
East 14.0 feet, North 9° 51' West 39 feet, North 84° 14' East 83.7 feet and North 75° 12' East
65.0 feet to the point or place of beginning.
EXHIBIT B
Note:
This map is a copy of a previous survey revised to Mar. 23, 1960.

Property of
GLENN M. & ELISE K. WIGGINS
GREENWICH, CONN.

AREA: 2.947 AC.

S. E. MINOR & CO., INC. CIVIL ENGINEERS
GREENWICH, CONN.  March 8, 1958

Revised: Aug. 4, 1959
Certified Substantially Correct
By: W. R. Minor
December 17, 2021

To: Town of Greenwich Planning & Zoning Commission
Attn: Katie DeLuca, Director of Planning and Zoning, Town of Greenwich
   Katie.DeLuca@greenwichct.org
   Jacalyn Pruitt, Planner II, Town of Greenwich
   jacalyn.pruitt@greenwichct.org

Re: Application PLPZ 2021 00487

Dear Ms. DeLuca & Ms. Pruitt,

My wife and I submit written comment for your consideration regarding item #4 (Application PLPZ 2021 00487, 48 Pecksland Road subdivision for building purposes) on your tentative agenda for your December 21, 2021 meeting.

We ask that the Commission decline this application based on the following considerations:

1. The property being considered does not meet the minimum-zoning requirement for this area.
2. The property being considered is and has been historically classified Unbuildable. (According to available records found in the Assessor’s office) and has been taxed as such.
3. The property being considered is and has been historically recognized as one contiguous property. 48 Pecksland Road has never been separated out and recognized as 48 & 50 Pecksland Road. (According to available records found in the Assessor’s office).
4. The property being considered hosts a stream, pond and wetlands that directly impact a waterway system feeding the Byram River and eventually the Long Island Sound and their sensitive ecosystems. Moreover, the recent storm IDA demonstrated that changes to the area have created a variety of drainage problems. The intersection of this proposed development flooded dramatically during this storm, and our property took on 3 feet of water in our basement – the first time we have had water in the basement in over a decade of ownership. The normal pattern of drainage seems to have been affected by the new development of 27 Pecksland Road, among other things, and I am terrified of what might happen if there is further development. As we have all seen, the increased frequency and severity of dangerous storms have had a dramatically negative impact on our community.
5. Lastly, given that the property being considered for new building is comprised of large-scale rock ledge, we are concerned that the removal process would not only cause significant noise and neighborhood disruption, but also produce large amounts of rock dust, which would directly impact the surrounding waterways and wetlands and neighborhood air quality.

We have lived at 43 Pecksland Road for nearly eleven years and are concerned about the potential undesirable changes, increase of flooding and the significant potential environmental and human health impact this application, if approved, would have on our neighborhood and its families. We ask, respectfully, that the P&Z Commission deny Application PLPZ 2021 00487.

Thank you for your service to our community and for careful consideration of this matter.

Sincerely,

Larry & Alexandra Codraro, 43 Pecksland Road
December 17, 2021

To: Town of Greenwich Planning & Zoning Commission

Att: Jacalyn Pruitt, Planner II, Town of Greenwich

From: Homeowners at 4 Wildflower Trail

Re: Application PLPZ 2021 00487

Dear Chairperson Alban and Members of the P&Z Commission,

Regarding 48 Pecksland Road subdivision for building purposes) on your tentative agenda for your December 21, 2021 meeting.

We ask that the Commission decline this application based on the following considerations:

1. The property being considered does not meet the minimum-zoning requirement for this area.
2. The property being considered is and has been historically classified Unbuildable. (According to available records found in the Assessor’s office) and has been taxed as such.
3. The property being considered is and has been historically recognized as one contiguous property, 48 Pecksland Road address has not ever been separated out and recognized as 48 & 50 Pecksland Road. (According to available records found in the Assessor’s office)
4. The property being considered hosts a stream, pond and wetlands that directly impact a waterway system feeding the Byram River and eventually the Long Island Sound and their sensitive ecosystems. In recent years the water flow from Wildflower under Pecksland onto 48 and 50 Pecksland has increased significantly from personal observation. We have significant concerns that if the rock ledge that is required to be blasted will disturb the water flow, wetlands and Pond on 48 Pecksland so that further flooding will occur on 4 Wildflower & Pecksland Road
5. From observation of aerial photos, the property being considered also has questionable land availability to support a septic leaching field to manage a residence.
6. Given the large amount of Rock that would need to be removed, the water flow issues which may require additional setbacks and protection of Wetlands, It is difficult to surmise where actually the house would be built.

We are concerned about the potential undesirable changes, increase of flooding and the significant potential environmental and human health impact this application, if approved, would have on our neighborhood and its families.

We ask, respectfully, that the P&Z Commission deny Application PLPZ 2021 00487.

Thank you again for your time and consideration.

F.Markus Deutsch & Catherine Vaughn
December 14, 2021

To: Town of Greenwich Planning & Zoning Commission  
Attn: Jacalyn Pruitt, Planner II, Town of Greenwich  
       jacalyn.pruitt@greenwichct.org  
Cc: Katie DeLuca, Director of Planning and Zoning, Town of Greenwich  
    Katie.DeLuca@greenwichct.org  
    Patrick LaRow, AICP – Deputy Director/Assistant Town Planner, Town of Greenwich  
    Patrick.LaRow@greenwichct.org  
    Patricia Sesto, Director of Environmental Affairs, Town of Greenwich  
    Patricia.sesto@greenwichct.org  

From: Michael Levin and Amanda Ganem, homeowners of 52 Pecksland Road 

Re: Application PLPZ 2021 00487 

Dear Chairperson Alban and Members of the P&Z Commission, 

I am writing to voice my objection to Kyle Milne and Rosa Ninni’s application for a lot confirmation. As a direct neighbor to Kyle Milne and Rosa Ninni, I am very familiar with this property. This portion of their property has several challenging features that limit its development. For starters, there is a significant waterway that passes through this lot (see attachment-A). This waterway ultimately feeds into the Byram River. The location of this waterway would be inherently adjacent to any proposed building structure. Also, a portion of this property is already designated as Wetlands, further limiting its development potential (Land Book Vol 7961, page 200, Permit # 2021-092 & Application #2021-095) Another complication on this site includes vast ledge formation. This ledge and existing waterway/wetland would significantly limit the location of a leaching field for a septic system. This application omits all relevant septic field data. (i.e., location, percolation test, proximity to watercourse and wetland). In my view this is an unbuildable lot that should remain contiguous with the current lot. 

Another concern I have is Kyle Milne and Rosa Ninni’s disregard towards existing wetland protective regulations. In their short time of ownership, they have already proven to be poor stewards towards the wetland area. They have failed to obtain necessary permits and erected a perimeter fence on their property directly on known wetlands. This resulted in a Wetland Violation (See Attachment-B). A portion of this fence has now collapsed into the waterway causing an obstruction to the natural flow
of water (See Attachment-C). To date, Kyle and Rosa have neglected to remedy this waterway obstruction.

In summary I request that the P/Z deny this application on the following bases:

1) Insufficient data supporting the feasibility of this challenged ledge/wetland lot to contain a septic field and dwelling.
2) Evidence of past negligent wetland preservation
3) Destruction of natural landscape
4) Non-Compliant lot size (2-acre zoning, proposed lot is 1.96A)

Kind Regards,

Dr. Amanda Ganem and Dr. Michael Levin, property owners of 52 Pecksland Rd
Attachment-A
GREENWICH INLAND WETLANDS & WATERCOURSES AGENCY
STAFF REPORT

Location: 48 Pecksland Road
Application #2021-095
Staff Reviewer: 
Date: , 2021

Applicant: Johnson, Haslun & Hogeman, LLP for Kyle Milne & Rosa Ninni
Tax Account #10-1703 & 10-1891
Watershed: Byram River
Drinking Water Supply: No
Upland Review Area: 100 feet

Project & Regulated Activities
The applicant proposes corrective action for unpermitted perimeter fence partially within wetlands. The applicant additional proposes a new pool security fence

Comments / Questions / Recommendation

Issuance of an Order to Correct with the following Special Conditions is recommended.

SPECIAL CONDITIONS

Conditions in bold require action either prior to the start of site activities or within a specified time period after the receipt of the order.

[see #2020-010 306 Round Hill Road for representative conditions of an order]