

OWNER'S PROPERTY. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY OTHER PROJECTS OF THE ARCHITECT AND SHALL NOT BE LIABLE FOR ANY OTHER PROJECTS OF THE ARCHITECT WITHOUT WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY OTHER PROJECTS OF THE ARCHITECT AND SHALL NOT BE LIABLE FOR ANY OTHER PROJECTS OF THE ARCHITECT WITHOUT WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY OTHER PROJECTS OF THE ARCHITECT AND SHALL NOT BE LIABLE FOR ANY OTHER PROJECTS OF THE ARCHITECT WITHOUT WRITTEN CONSENT OF THE ARCHITECT.



L32 EAST EXTERIOR ELEVATION  
1/8" = 1'-0"



X32 SOUTH EXTERIOR ELEVATION  
1/8" = 1'-0"

### KEYNOTES

- PREMANUFACTURED/PREFINISHED METAL STEEPLE SPIRE - ENGLERT SERIES 4000 "MEDIUM BRONZE"
- PREMANUFACTURED/PREFINISHED METAL STEEPLE - ENGLERT SERIES 4000 "BONE WHITE"
- FIELD BRICK VENEER ARCH - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- FIELD BRICK VENEER RECESSED PANEL - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- LAMINATED COMPOSITION ARCHITECTURAL SHINGLES - CERTAINTEEED LANDMARK PREMIUM "MAX DEF HEATHER BLEND"
- PREFINISHED METAL-WRAPPED FASCIA, RAKES & SOFFITS - "BONE WHITE" TO MATCH STEEPLE METAL
- WEATHERTIGHT FLASHING AT STEEPLE TO ROOFING - "BONE WHITE" TO MATCH STEEPLE METAL
- FIELD BRICK VENEER - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- SOLDIER COURSE BRICK VENEER - INTERSTATE BRICK MATTE TEXTURE "MONTEREY" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- MANUFACTURED STONE VENEER - CUT ASHLAR SHAPE, PATTERN
- GRANITE BUILDING & ADDRESS SIGNS - HANS MONUMENT INC. "BARRE GRAY GRANITE"
- VINYL WINDOWS - THERMAL WINDOW WHITE FRAMES WITH SOLAR GREY OBSCURE GLAZING
- ALUMINUM STOREFRONT DOORS, FRAMES & TRANSOMS - KAWNEER WHITE FRAMES WITH SOLAR GREY GLAZING
- HOLLOW METAL DOOR & FRAME - PRIMED & PAINTED TO MATCH METAL-WRAPPED FASCIA
- PREFINISHED MECHANICAL OR ATTIC VENTILATION LOUVER - MEDIUM BRONZE FINISH
- BUILDING MOUNTED LIGHT SCONCES - MEDIUM BRONZE FINISH
- CEMENTITIOUS LAPBOARD SIDING - "BONE WHITE" FINISH

RANDOLPH L. CARTER

ARCHITECT • AIA • NCARB

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PH: 480.666.8015 FAX: 480.666.8032

WILTON MEETINGHOUSE  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STAKE  
241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNERS PROPERTY NO. 501319821020301

Project Number  
2022-13

EAST & SOUTH  
EXTERIOR  
ELEVATIONS



A201

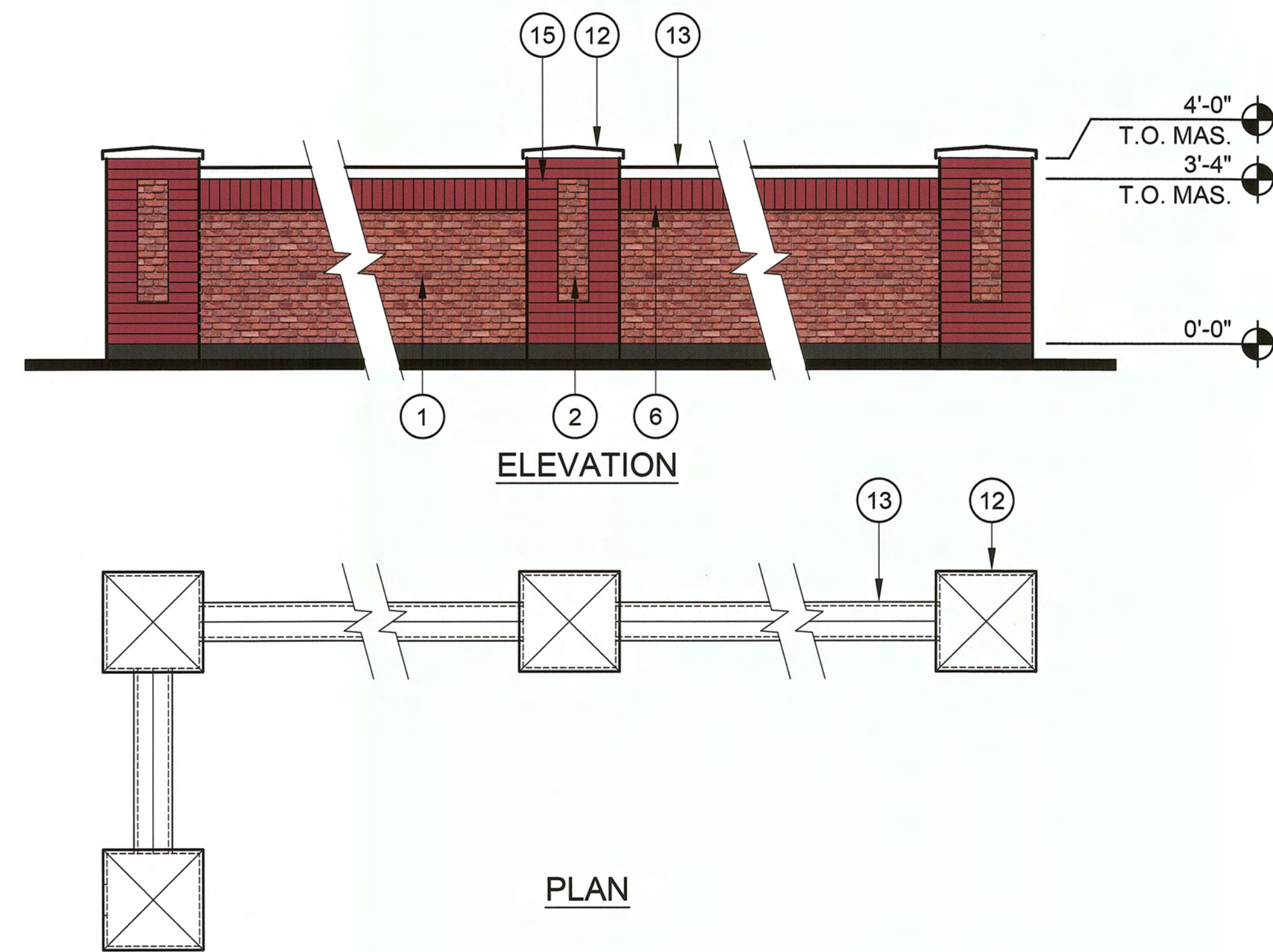




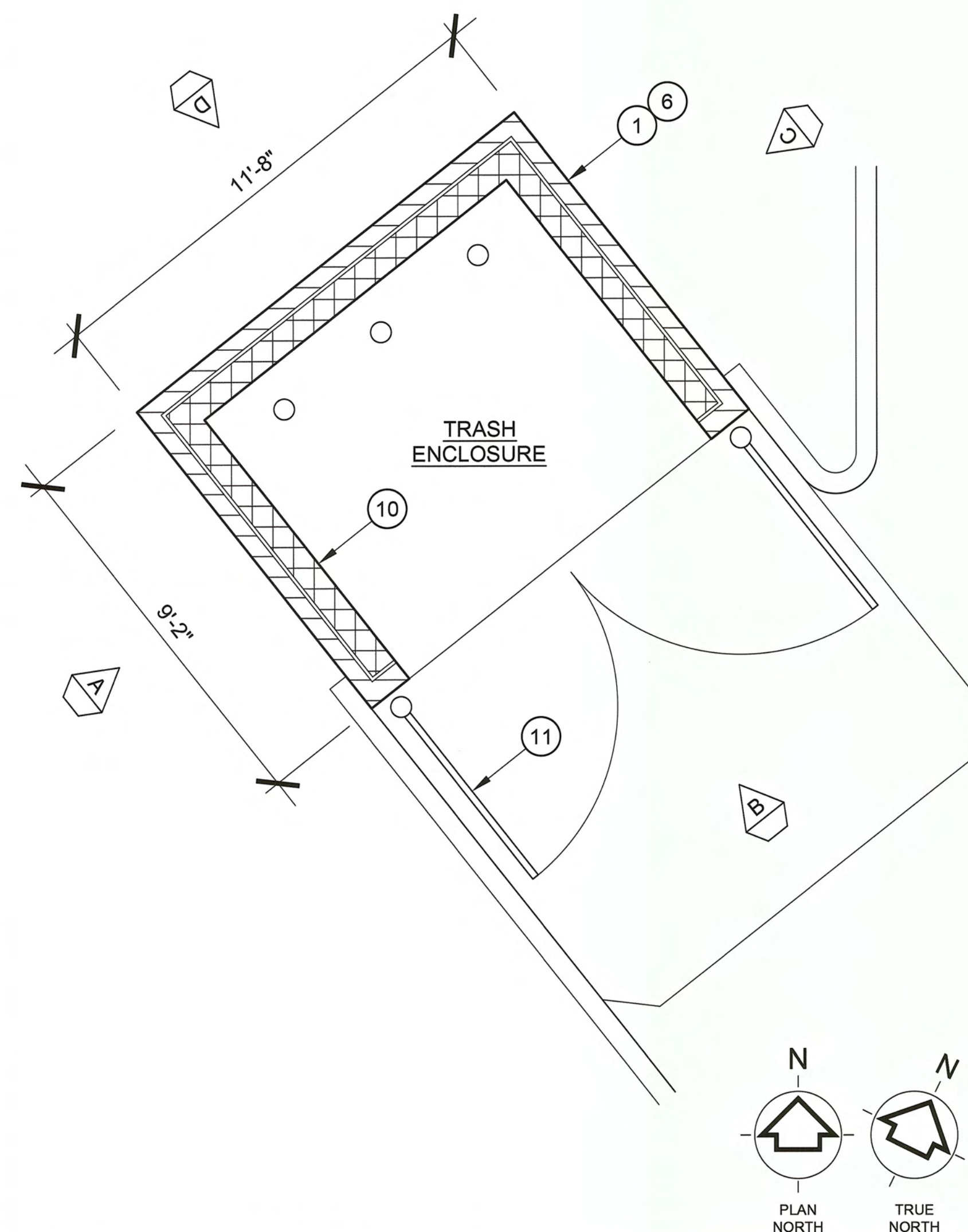
**WILTON MEETINGHOUSE**  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

A202

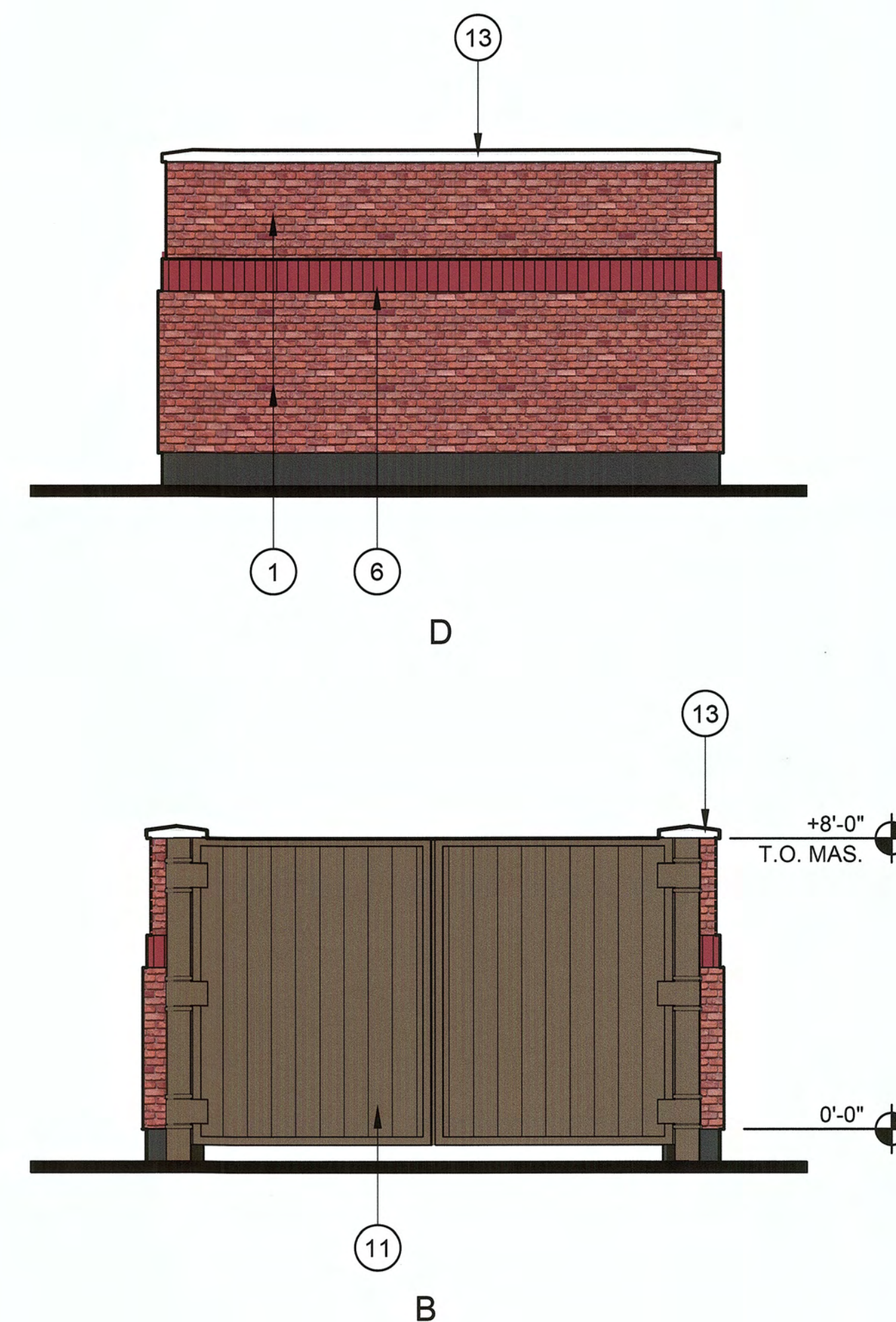
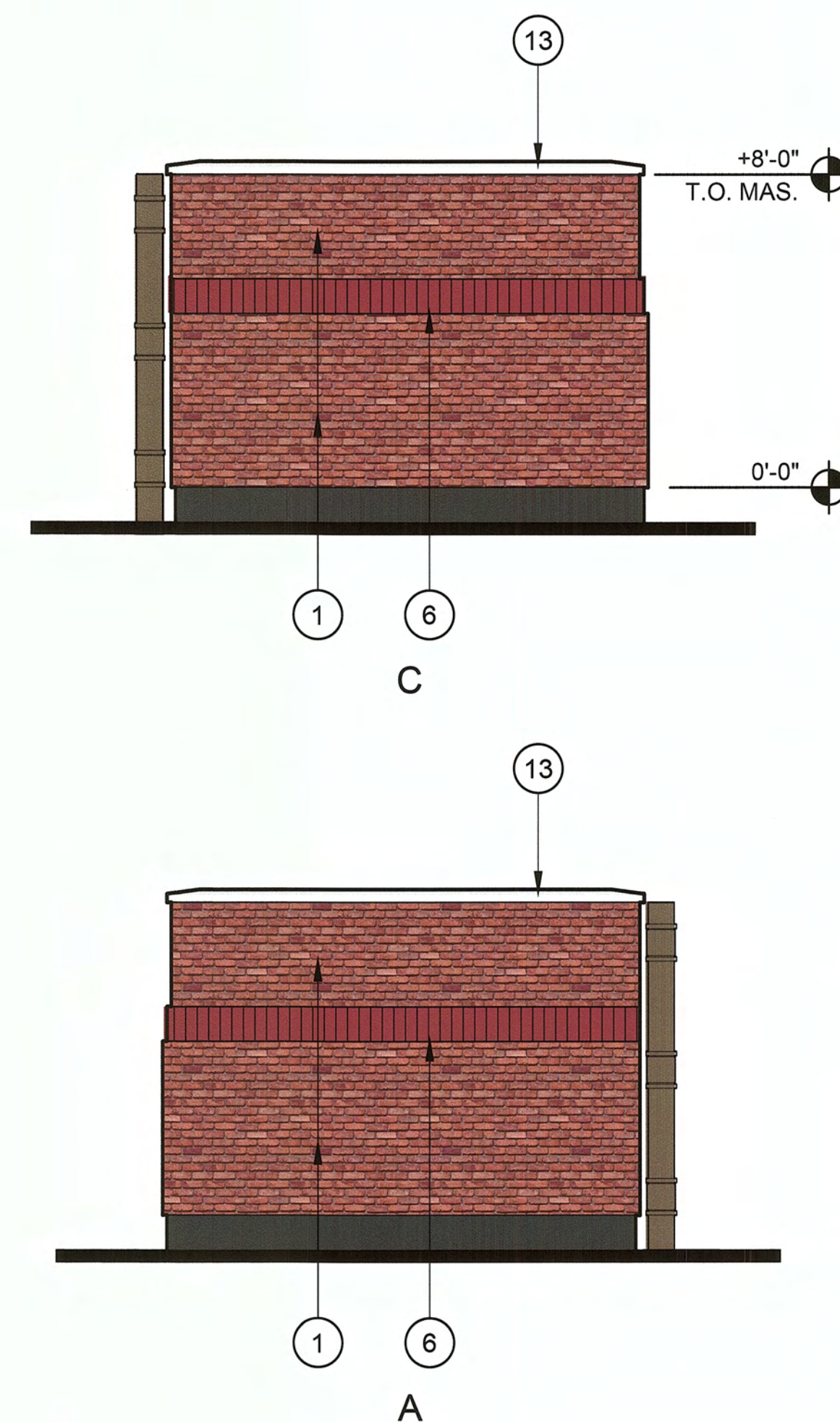




K32	SITE FENCE - PARTIAL PLAN & ELEVATION
	1/4" = 1'-0"



X32	TRASH ENCLOSURE - FLOOR PLAN
	1/4" = 1'-0"



## KEYNOTES

- ① FIELD BRICK VENEER - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- ② FIELD BRICK VENEER RECESSED PANEL - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- ④ LAMINATED COMPOSITION ARCHITECTURAL SHINGLES - CERTAINTED LANDMARK PREMIUM "MAX DEF HEATHER BLEND"
- ⑤ PREFINISHED METAL-WRAPPED FASCIAS, RAKES & SOFFITS - "BONE WHITE" TO MATCH STEEPLE METAL
- ⑥ SOLDIER COURSE BRICK VENEER - INTERSTATE BRICK MATTE TEXTURE "MONTEREY" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- ⑦ HOLLOW METAL DOOR & FRAME - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK COLOR
- ⑧ PREFINISHED MECHANICAL OR ATTIC VENTILATION LOUVER - MEDIUM BRONZE FINISH
- ⑨ OVERHEAD DOOR WITH HOLLOW METAL FRAME - PRIMED & PAINTED BRONZE
- ⑩ CMU - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK
- ⑪ METAL SWINGING GATE - PRIMED & PAINTED BRONZE
- ⑫ PRECAST CONCRETE COLUMN CAP
- ⑬ PRECAST CONCRETE FENCE CAP
- ⑭ BUILDING MOUNTED LIGHT SCONCES - MEDIUM BRONZE FINISH

RANDOLPH L. CARTER  
ARCHITECT ■ AIA ■ NCARB

**WILTON MEETINGHOUSE**  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STATE  
241 DANBURY ROAD, WILTON, CONNECTICUT 06897

OWNER'S PROPERTY NO. 501319821020301

Project Number  
2022-13

## SITE DETAILS



SD103



PROJECT: PROJECT123456-01-WILTON MEETINGHOUSE-CONCEPT ARCHITECTURAL DRAWING  
DATE: 06/19/22  
DRAWN BY: J. L. CARTER  
CHECKED BY: J. L. CARTER  
PROJECT LOCATION: 241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNER: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, YORKTOWN NEW YORK STAKE  
ARCHITECT: RANDOLPH L. CARTER ARCHITECT, AIA, NCARB  
1600 WILSON AVENUE, SUITE 100, WILSON, N.J. 07094  
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ALL RIGHTS RESERVED

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## KEYNOTES

- 1 FIELD BRICK VENEER - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 2 FIELD BRICK VENEER RECESSED PANEL - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 4 LAMINATED COMPOSITION ARCHITECTURAL SHINGLES - CERTAINTED LANDMARK PREMIUM "MAX DEF HEATHER BLEND"
- 5 PREFINISHED METAL-WRAPPED FASCIAS, RAKES & SOFFITS - "BONE WHITE" TO MATCH STEEPLE METAL
- 6 SOLDIER COURSE BRICK VENEER - INTERSTATE BRICK MATTE TEXTURE "MONTEREY" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 7 HOLLOW METAL DOOR & FRAME - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK COLOR
- 8 PREFINISHED MECHANICAL OR ATTIC VENTILATION LOUVER - MEDIUM BRONZE FINISH
- 9 OVERHEAD DOOR WITH HOLLOW METAL FRAME - PRIMED & PAINTED BRONZE
- 10 CMU - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK
- 11 METAL SWINGING GATE - PRIMED & PAINTED BRONZE
- 12 PRECAST CONCRETE COLUMN CAP
- 13 PRECAST CONCRETE FENCE CAP
- 14 BUILDING MOUNTED LIGHT SCONCES - MEDIUM BRONZE FINISH

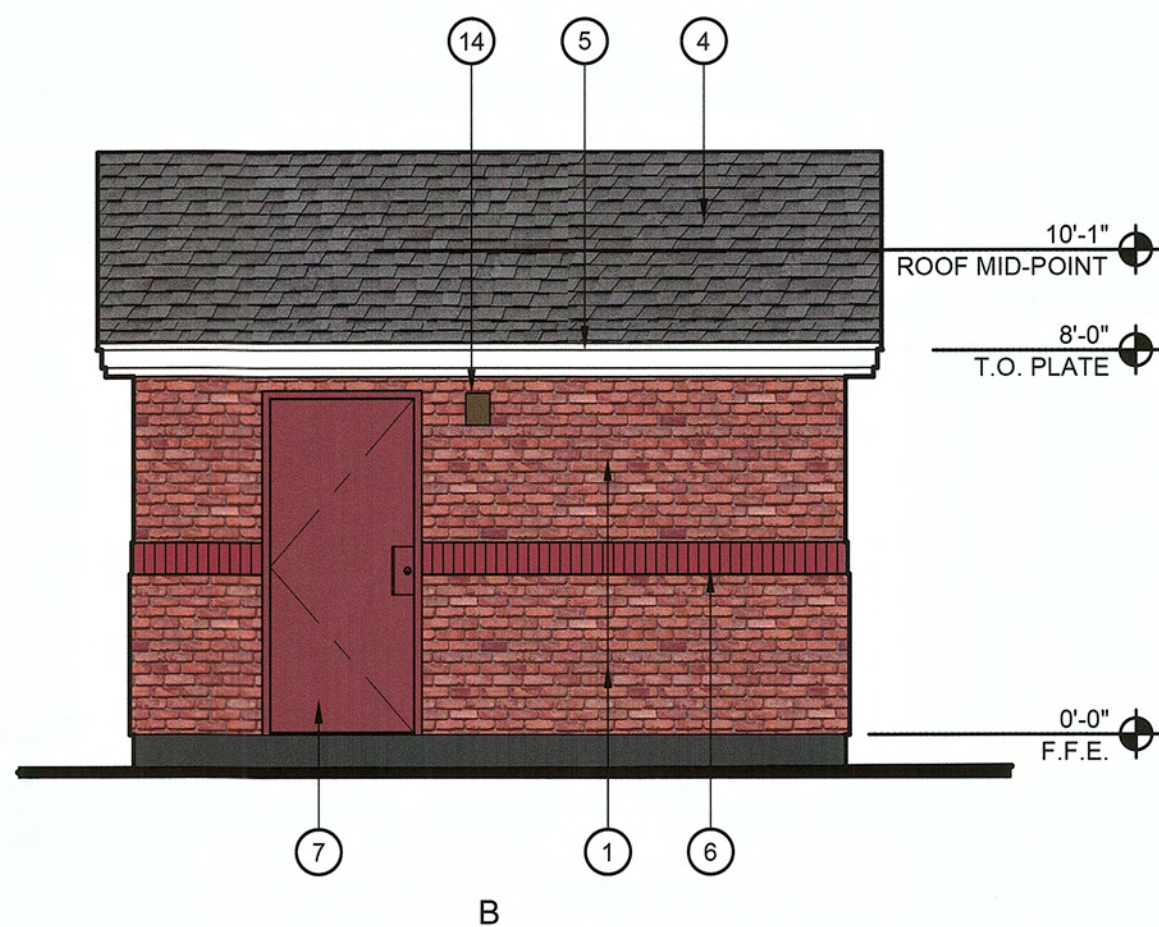
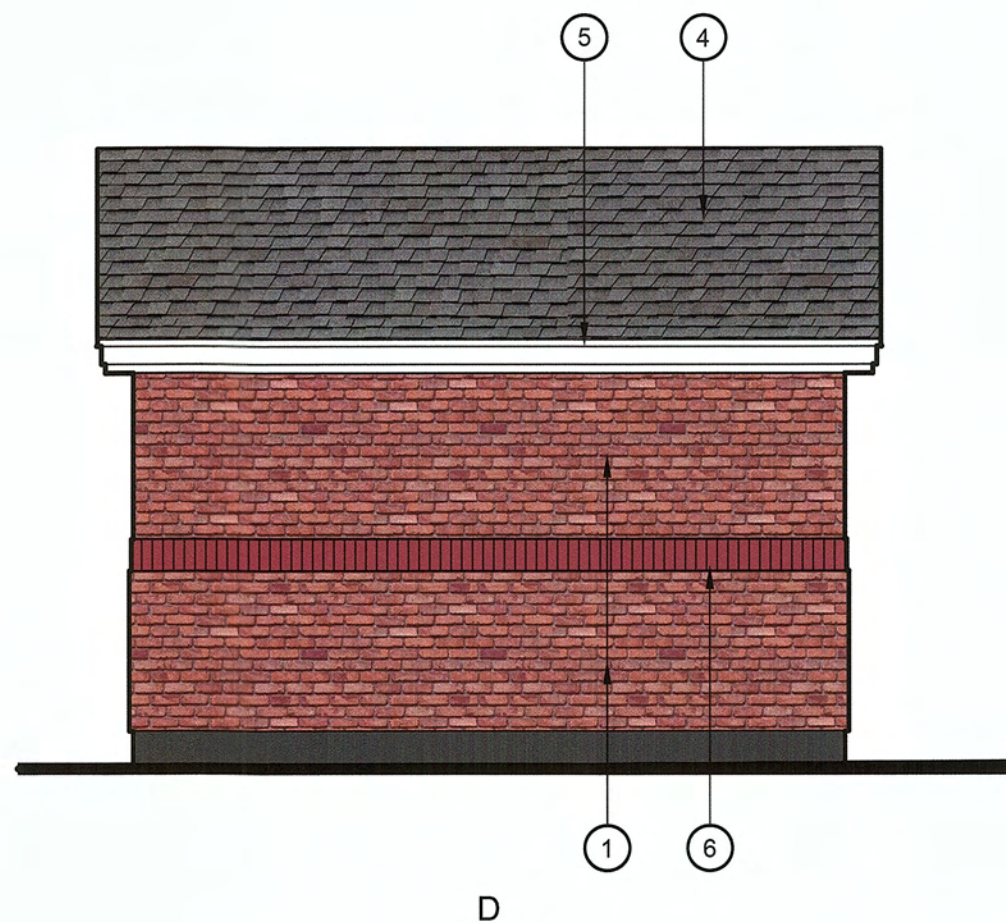
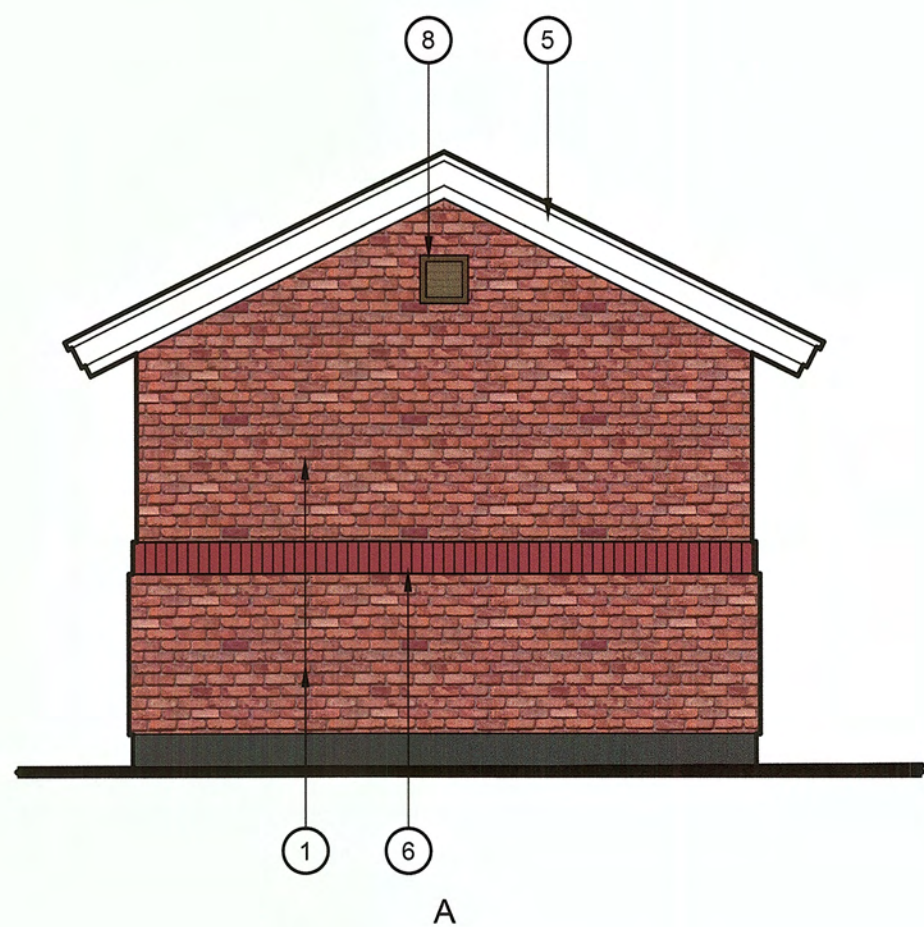
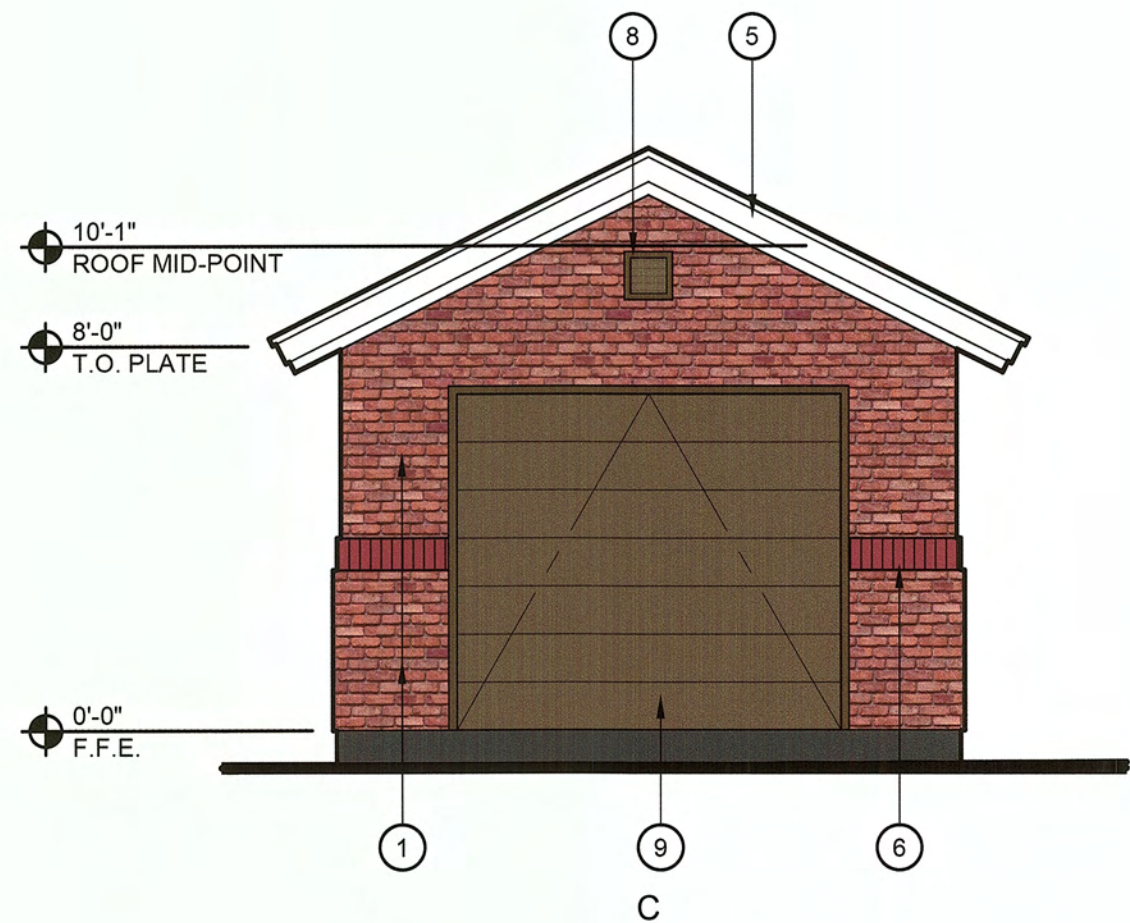
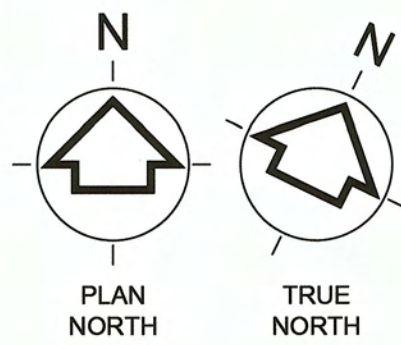
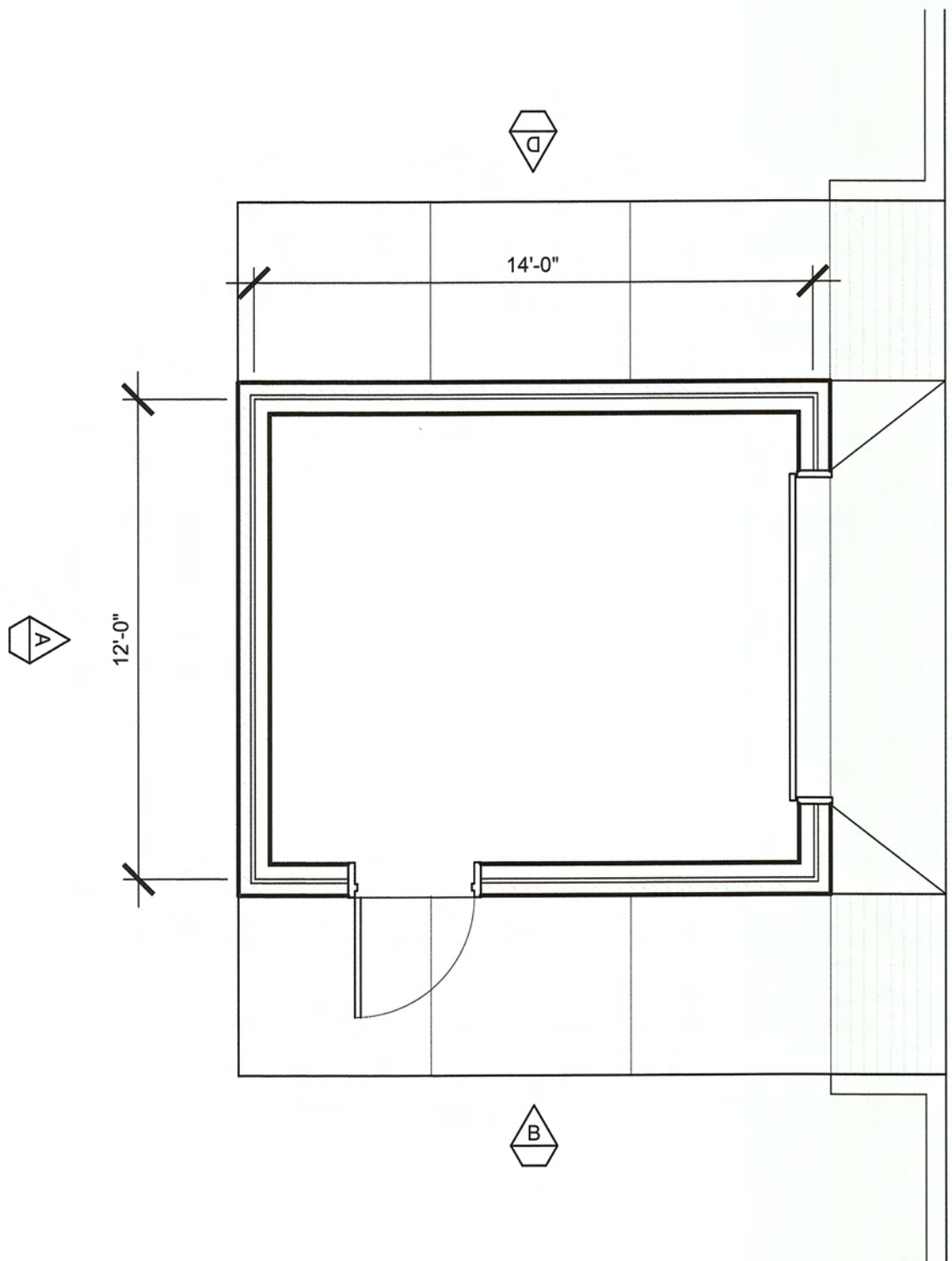
RANDOLPH L. CARTER  
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PH: 480.666.8015 FAX: 480.666.8032

WILTON MEETINGHOUSE  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STAKE  
241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNERS PROPERTY NO. 501519821020301

Project Number  
2022-13

SITE DETAILS

SD104



X32 STORAGE BUILDING - FLOOR PLAN & ELEVATIONS  
1/4" = 1'-0"

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8

7 6 5 4 3 2 1



## **Wilton CT Meetinghouse Exterior Light Fixtures**



**Exterior Parking Lot Fixtures**



**Exterior Building Mounted Fixtures**



# WILTON MEETINGHOUSE

FOR THE  
CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER-DAY SAINTS  
A UTAH CORPORATION SOLE

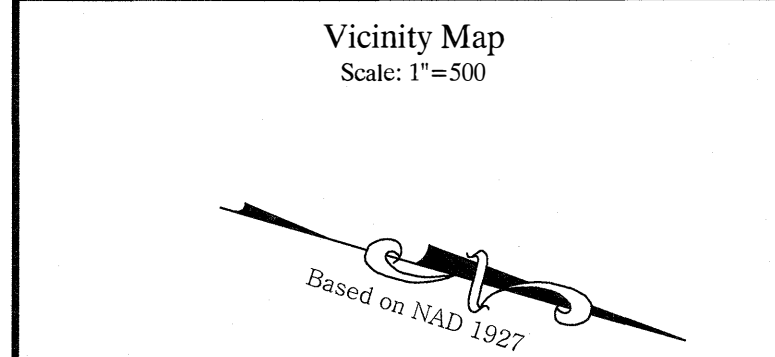
241 DANBURY ROAD – U.S. ROUTE #7  
WILTON, CONNECTICUT 06897

## MATERIALS & FINISHES

- ① GENERAL SHALE BRICK- TYPE FBX/HBX "HERITAGE"  
441 MODULAR
- ② INTERSTATE BRICK- "MONTEREY" ANTIQUE L-4  
MODULAR
- ③ HARDIE PLANK LAP SIDING- SELECT CEDARMILL  
"ARCTIC WHITE"
- ④ MBCI- LOW GLOSS "BONE WHITE" SIG-300
- ⑤ MBCI- "MED-BRONZE" SIG-300
- ⑥ GAF TIMBERLINE DIMENSIONAL SHINGLES—  
SLATELINE "ROYAL SLATE"
- ⑦ GLAZING – PPG CLEAR DUAL INSULATED "SOLARBAN  
80"







1. This survey and map has been prepared in accordance with the Section 20-300b-1 through 20-300b-20 of the Regulations of Connecticut State Agencies - "Minimum Standards for Survey and Maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc., August 29, 2019. It is a Zoning Location Survey based upon a Resurvey and conforms to Horizontal Accuracy Class A-2 and Topographical Class T-2.

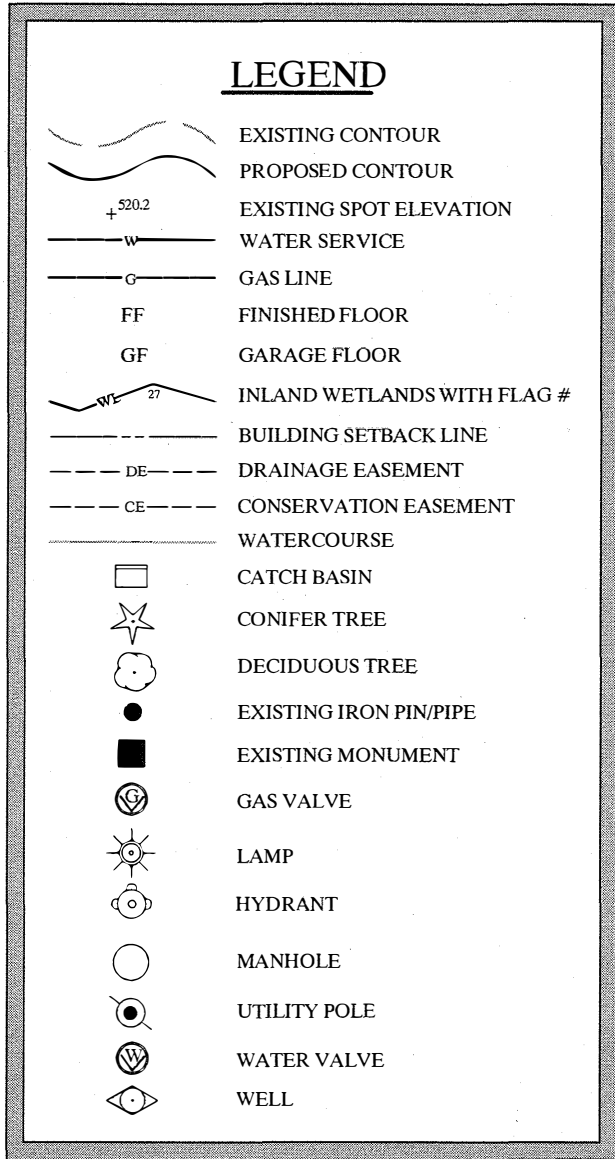
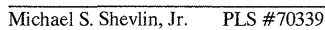
2. Bearings are referenced to the North American Datum (NAD) 1927.
3. The underground utilities shown, if any, have been located from visible field survey information. No attempt has been made as a part of this survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal/public service facilities. The surveyor makes no warranties that the underground utilities shown comprise all such utilities in the area either in private or abandoned. For information regarding these utilities or facilities, please contact the appropriate agencies. Call Before You Dig, Inc. (1-800-922-4455).
4. Property is Located in Zone D.RB.
5. Reference is hereby made to Connecticut General Statute 8-13a, as amended, with regards to existing structures three or more years old.
6. Distances shown  $\pm$  from buildings to property lines are for reference purposes only and are not to be used to establish boundaries.
7. Elevations are based on NAVD 1988.
8. All monumentation, found or set, depicted hereon.
9. Unauthorised alterations or additions to this survey, which bears the surveyor's embossed seal, renders any declaration shown herein null and void.
10. The property is located in FEMA Zone X per Flood Insurance Rate Map #09001 C0383F Effective Date: June 18, 2010.

11. #241 Danbury Road is Subject to the Following:
  - a. Easement in favor of the Southern New England Telephone Company (Volume 25, Page 273) (Not Plotted)
  - b. Easement in favor of the New York, New Haven and Hartford Railroad Company (Volume 28, Page 311) (Not Plotted)
  - c. Standard Development Easement in favor of the Connecticut Light and Power Company (Volume 55, Page 319) (Not Plotted)
  - d. Rights of way of the owners of those certain pieces, parcels or tracts of land over that certain piece, parcel or tract of land shown and designated as 'Cricket Lane' on Map 1541
  - e. Warranty Deed (Volume 63, Page 580)
  - f. Deed (Volume 68, Page 599)
  - g. Warranty Deed (Volume 118, Page 450)
  - h. Quit Claim Deed (Volume 160, Page 431)
  - i. Easement to pass and repay water and pipe easement (Volume 152, Page 168)
  - j. Easement in favor of the State of Connecticut (Volume 1756, Page 272) (Plotted)
  - k. Special Permit from Town of Wilton Planning & Zoning (Volume 2437, Page 195)
  - l. Special Permit from Town of Wilton Planning & Zoning (Volume 2463, Page 195)
  - m. Special Permit from Town of Wilton Planning & Zoning (Volume 2464, Page 28)
  - n. Special Permit from Town of Wilton Planning & Zoning (Volume 2478, Page 52)
  - o. Declaration of Divided Ownership of Easements and Maintenance Agreement (Volume 2474, Page 581) (Plotted)
  - p. Subordination Agreement (Volume 2474, Page 376)
  - q. Subordination Agreement from the Connecticut Department of Transportation-Traffic Report (Volume 2478, Page 614)

1. #23 Cricket Lane is Subject to the Following:
  - a. Well Rights as described in Volume 56, Page 26; Volume 59 Page 349; Volume 62, Page 141; Volume 63, Page 141; Volume 66, Page 599 and Volume 70, Page 153
  - b. Grant to The Connecticut Light and Power Company (Volume 55, Page 319) (Not Plottable)
  - c. Drilling Easement (Volume 332, Page 274) (Not Plottable-South End of #27 Cricket Lane d. Agreement (Volume 332, Page 277)
2. Total Parcel Area #241 Danbury Road: 56,856 s.d., 1.305 a±  
Total Parcel Area #23 Cricket Lane: 21,933 s.d., 0.503 a±
3. Drilling Easement
4. No evidence of earth moving, building construction or building additions in the recent months at the field of view survey for this map other than incidental grading for the re-construction of Cricket Lane (12/15/18)
5. Changes to street R.O.W. lines are shown hereon and include State of Connecticut Department of Transportation taking and easement lines.
6. There is no observable evidence of use as a solid waste dump, dump of sanitary land fill
7. There is no observable evidence of cemeteries or burial grounds on site.
8. The parcels as a whole and individually have direct access to Danbury Road (U.S. Route #63) by way of the private R.O.W. Cricket Lane.
9. The parking spaces onsite are over-grown with faded paint. A parking count has not been completed.
10. The property is located in FEMA Zone X per Flood Insurance Rate Map #090001C0383F, Effective Date: 18, 10, 20.

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS  
SUBSTANTIALLY CORRECT AS NOTED HEREON

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS  
SUBSTANTIALLY CORRECT AS NOTED HEREON

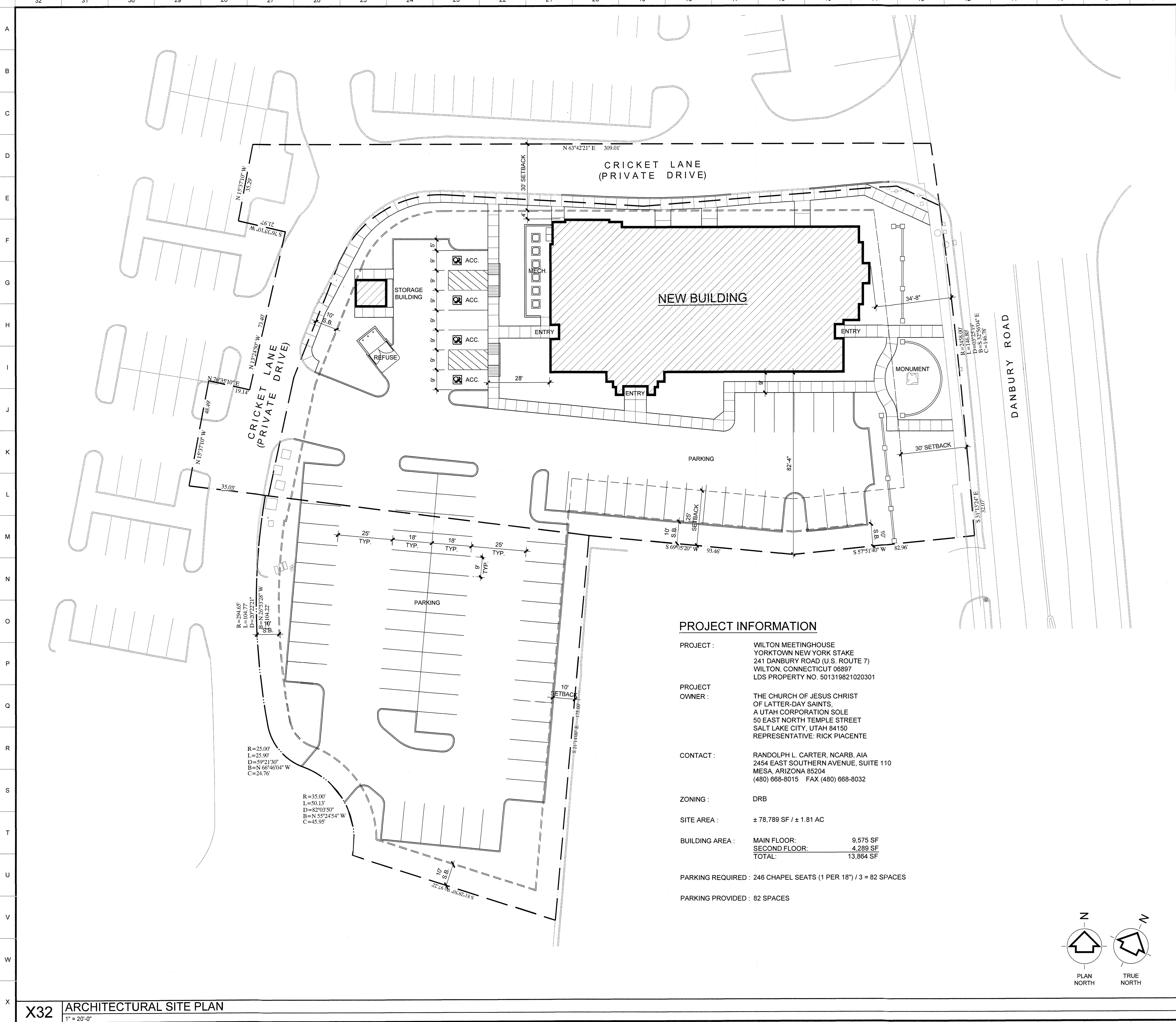


#241 DANBURY ROAD (ZONE DRB)	MINIMUM REQUIRED MAXIMUM ALLOWED	EXISTING CONDITION
Minimum Lot Area	43,560sf	56.8% ±
Minimum Lot Frontage	100'	178.87'
Minimum Lot Width and Depth	100'	161' @ Narrows
MINIMUM SETBACK		
Setback From Front Property Line	50'	N/A
Setback From Side Property Lines	25'	N/A
Setback From Rear Property Lines	25'	N/A
MINIMUM FLOOR AREA		
Maximum Height For A Building Or Structure	35'	N/A
Maximum Building Coverage As A Percentage Of Lot Area	20%	N/A
Maximum Site Coverage As A Percentage Of Lot Area	80%	66.8% ±
Gross Floor Area Total	-	N/A
Building Footprint Total	-	N/A
Maximum Floor Area Ratio	.25	N/A
#23 CRICKET LANE (ZONE DRB)	MINIMUM REQUIRED MAXIMUM ALLOWED	EXISTING CONDITION
Minimum Lot Area	43,560sf	21,933 sf
Minimum Lot Frontage	100'	180.8' ±
Minimum Lot Width and Depth	100'	157' @ Narrows
MINIMUM SETBACK		
Setback From Front Property Line	50'	N/A
Setback From Side Property Lines	25'	N/A
Setback From Rear Property Lines	25'	N/A
MINIMUM FLOOR AREA		
Maximum Height For A Building Or Structure	35'	N/A
Maximum Building Coverage As A Percentage Of Lot Area	20%	N/A
Maximum Site Coverage As A Percentage Of Lot Area	80%	16.2% ±
Gross Floor Area Total	-	N/A
Building Footprint Total	-	N/A
Maximum Floor Area Ratio	.25	N/A

			DATE: 12/18/18	SCALE: 1"=20'	DRAFTER: MSS	JOB NUMBER: 8618	FILE NUMBER: 8618/6115
1	5/10/2022	Update & Utilities	<div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></di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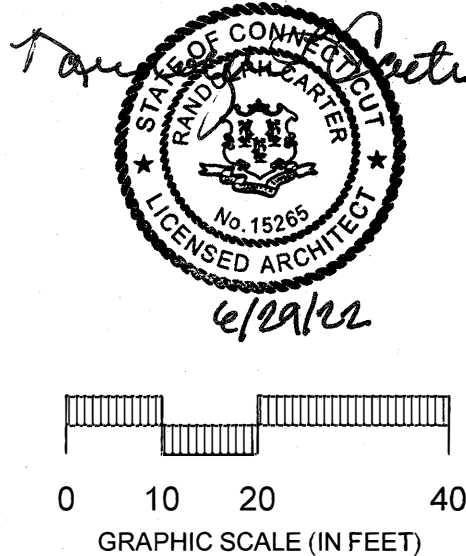
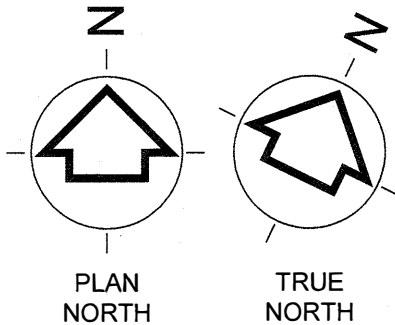


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PROJECT INFORMATION

PROJECT :	WILTON MEETINGHOUSE YORKTOWN NEW YORK STAKE 241 DANBURY ROAD (U.S. ROUTE 7) WILTON, CONNECTICUT 06897 LDS PROPERTY NO. 501319821020301
PROJECT OWNER :	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE 50 EAST NORTH TEMPLE STREET SALT LAKE CITY, UTAH 84150 REPRESENTATIVE: RICK PIACENTE
CONTACT :	RANDOLPH L. CARTER, NCARB, AIA 2454 EAST SOUTHERN AVENUE, SUITE 110 MESA, ARIZONA 85204 (480) 668-8015 FAX (480) 668-8032
ZONING :	DRB
SITE AREA :	± 78,789 SF / ± 1.81 AC
BUILDING AREA :	MAIN FLOOR: 9,575 SF SECOND FLOOR: 4,289 SF TOTAL: 13,864 SF
PARKING REQUIRED :	246 CHAPEL SEATS (1 PER 18") / 3 = 82 SPACES
PARKING PROVIDED :	82 SPACES





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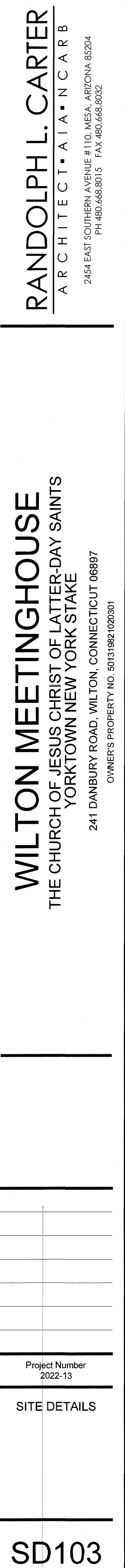
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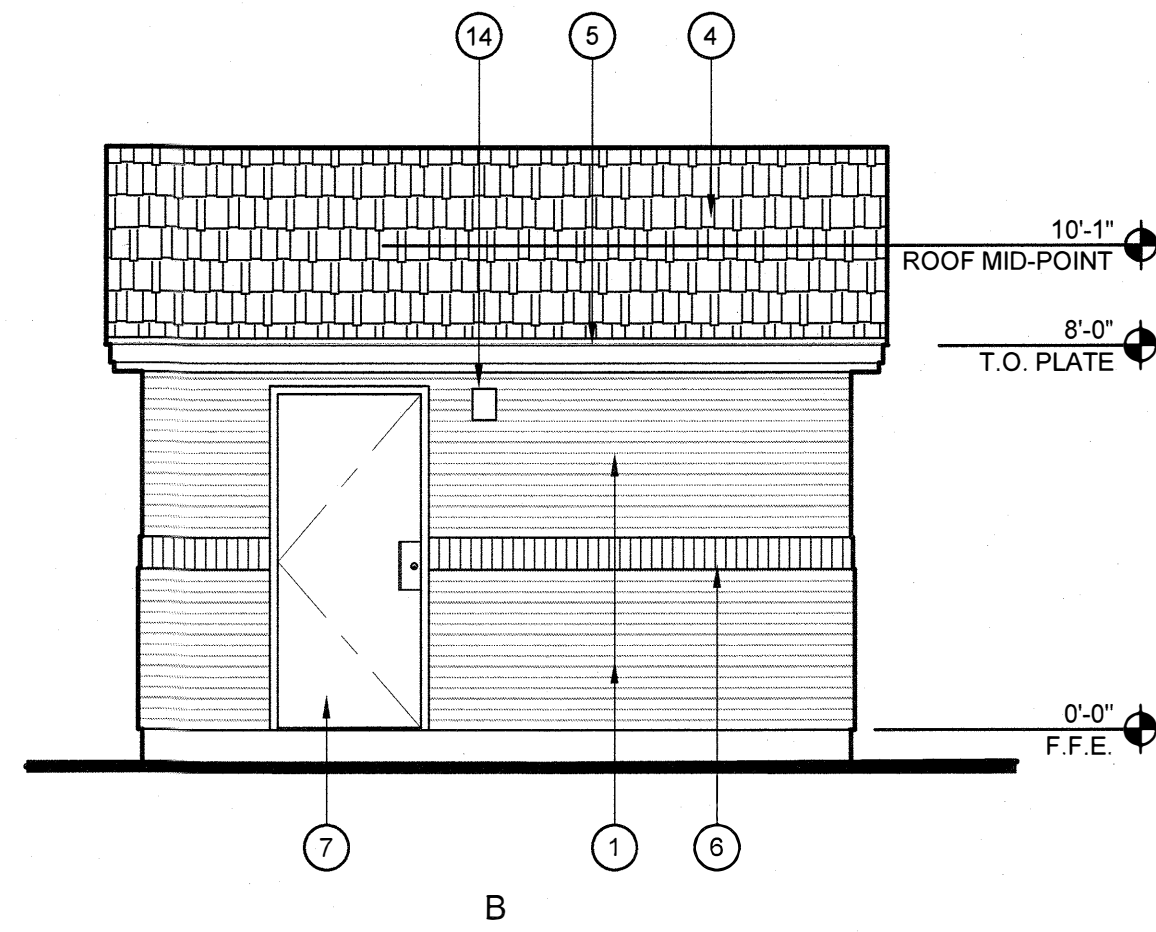
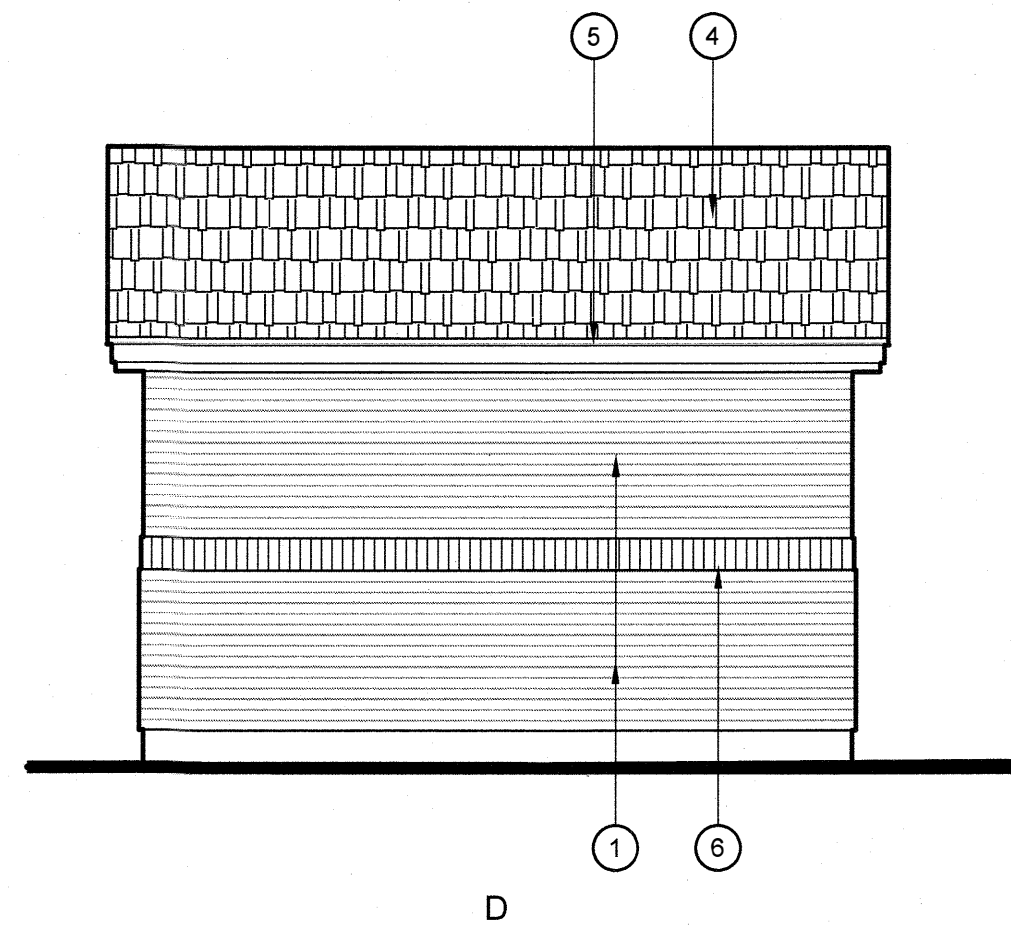
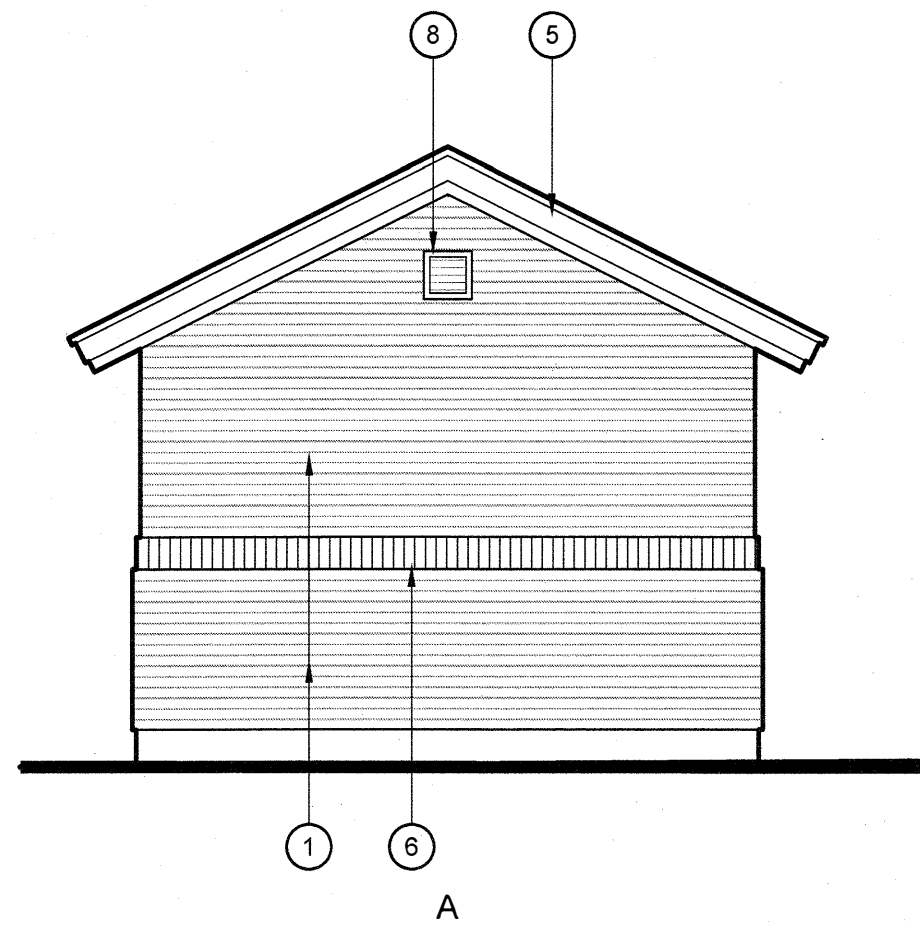
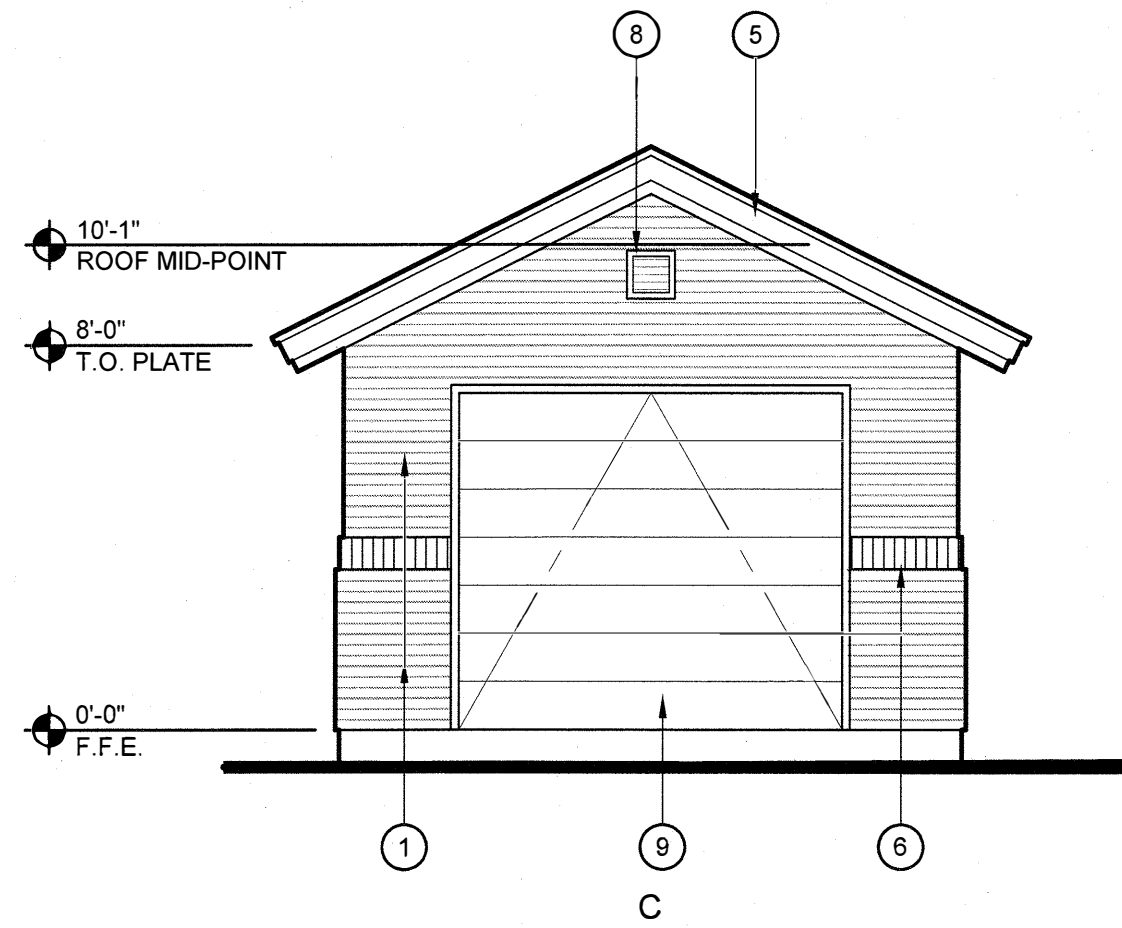
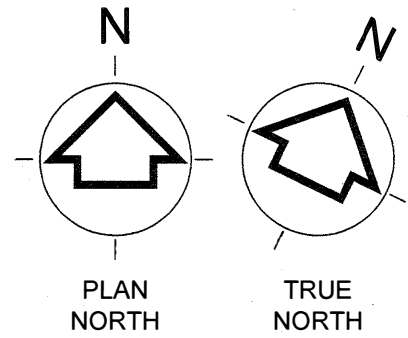
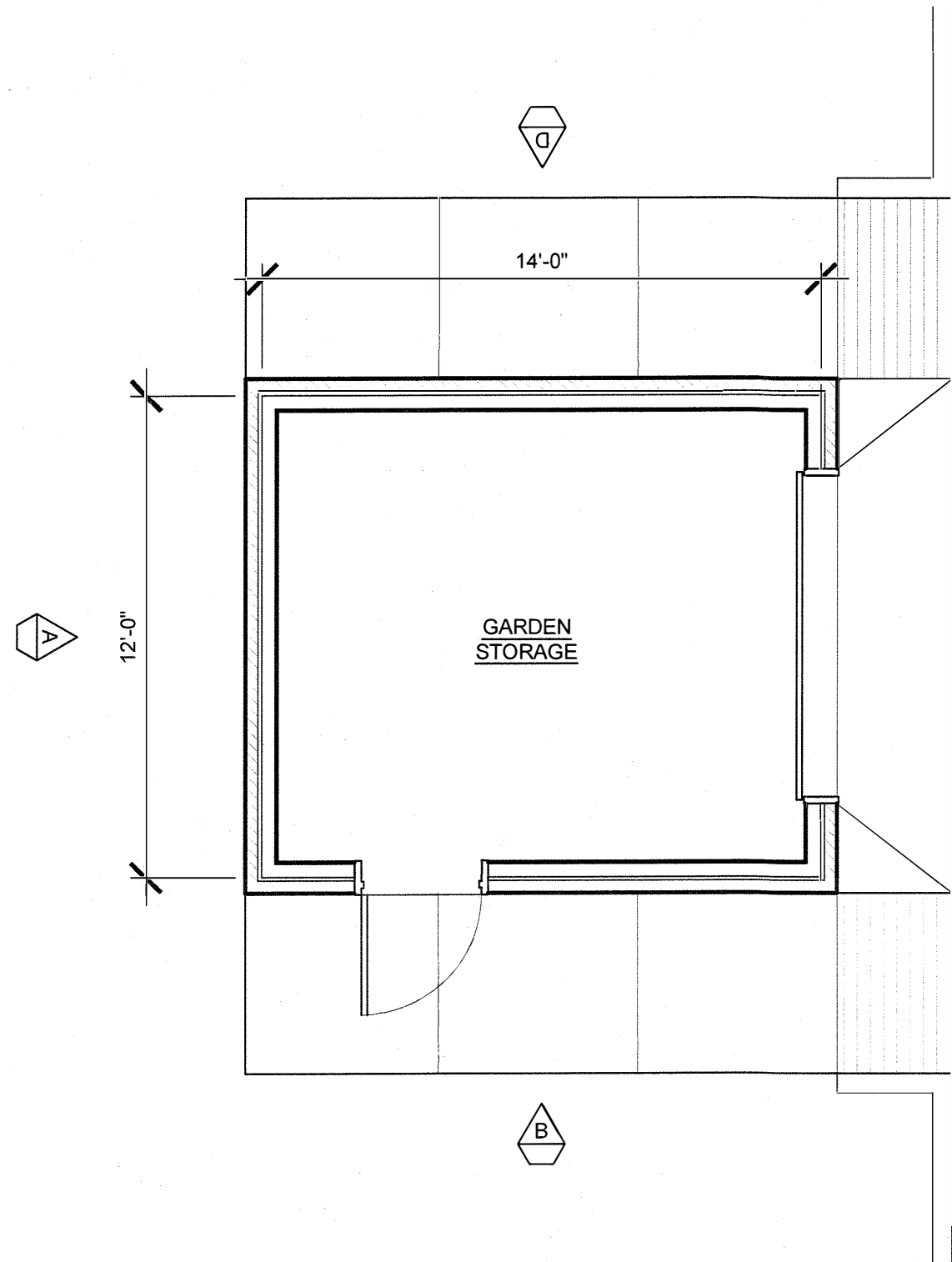
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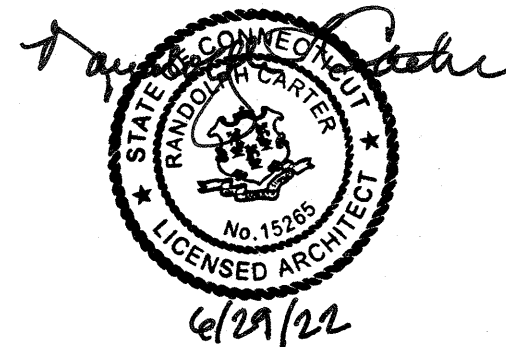


PROJECT: MEETINGHOUSE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, 241 DANBURY ROAD, WILTON, CONNECTICUT 06897. SHEET: X32. DATE: 06/29/22. DRAWN BY: RLC. CHECKED BY: RLC. APPROVED BY: RLC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM RANDOLPH L. CARTER ARCHITECT. AIA NCARB. 2454 EAST SOUTHERN AVENUE #110, MESA, ARIZONA 85204. PH: 480.668.8015. FAX: 480.668.8032.



# KEYNOTES

- 1 FIELD BRICK VENEER - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 2 FIELD BRICK VENEER RECESSED PANEL - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 4 LAMINATED COMPOSITION ARCHITECTURAL SHINGLES - CERTANTEED LANDMARK PREMIUM "MAX DEF HEATHER BLEND"
- 5 PREFINISHED METAL-WRAPPED FASCIAS, RAKES & SOFFITS - "BONE WHITE" TO MATCH STEEPLE METAL
- 6 SOLDIER COURSE BRICK VENEER - INTERSTATE BRICK MATTE TEXTURE "MONTEREY" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- 7 HOLLOW METAL DOOR & FRAME - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK COLOR
- 8 PREFINISHED MECHANICAL OR ATTIC VENTILATION LOUVER - MEDIUM BRONZE FINISH
- 9 OVERHEAD DOOR WITH HOLLOW METAL FRAME - PRIMED & PAINTED BRONZE
- 10 CMU - PRIMED & PAINTED TO MATCH FIELD VENEER BRICK
- 11 METAL SWINGING GATE - PRIMED & PAINTED BRONZE
- 12 PRECAST CONCRETE COLUMN CAP
- 13 PRECAST CONCRETE FENCE CAP
- 14 BUILDING MOUNTED LIGHT SCONCES - MEDIUM BRONZE FINISH



WILTON MEETINGHOUSE  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STAKE  
241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNERS PROPERTY NO. 501318821020301

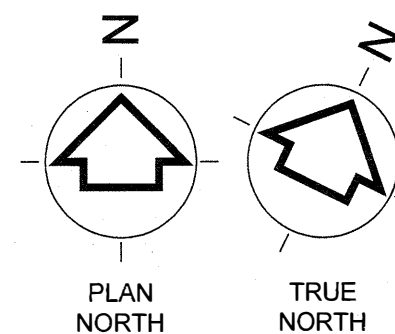
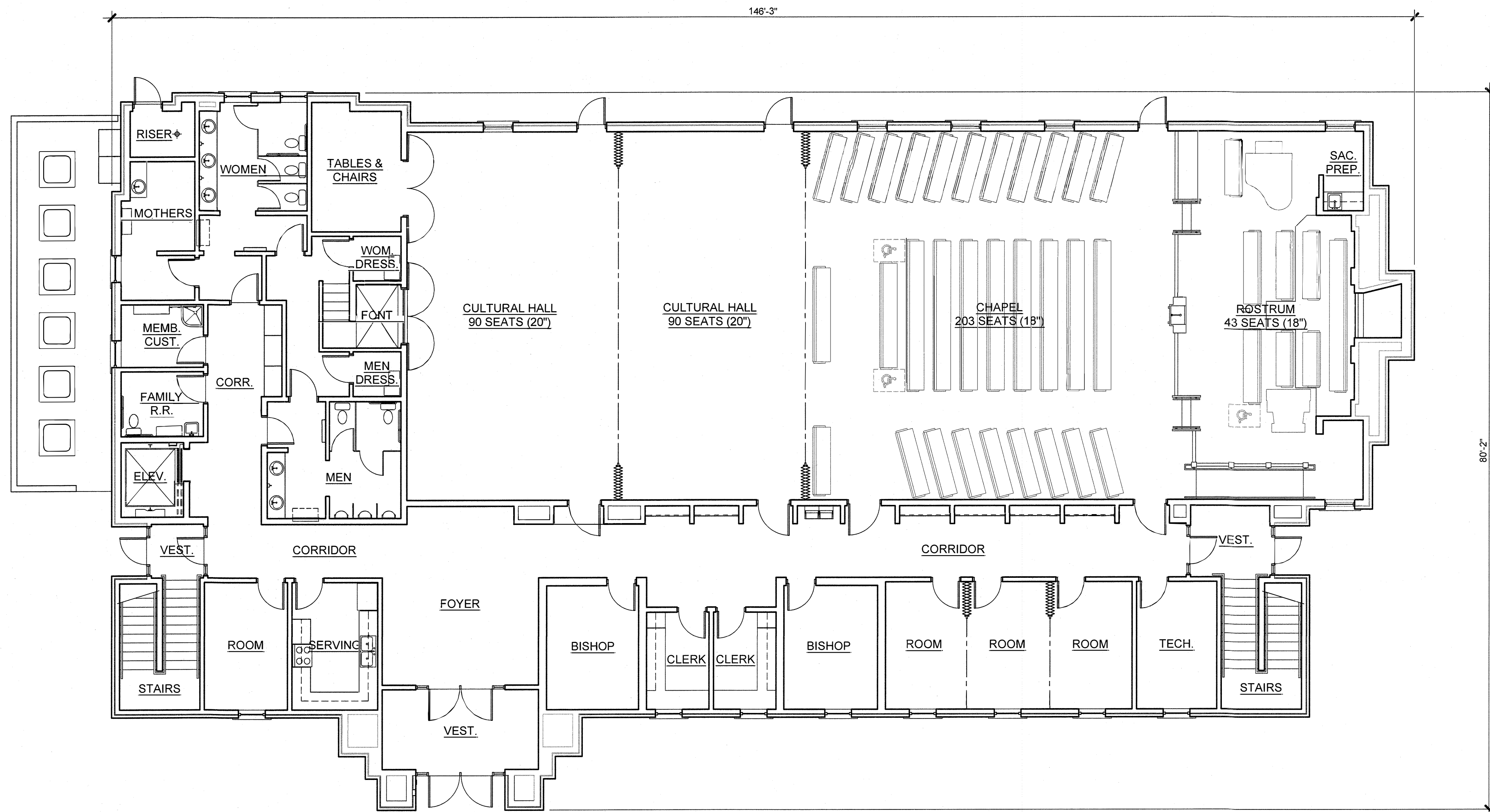
RANDOLPH L. CARTER  
ARCHITECT • AIA • NCARB  
2454 EAST SOUTHERN AVENUE #110, MESA, ARIZONA 85204  
PH 480.668.8015 FAX 480.668.8032

Project Number  
2022-13  
SITE DETAILS

SD104



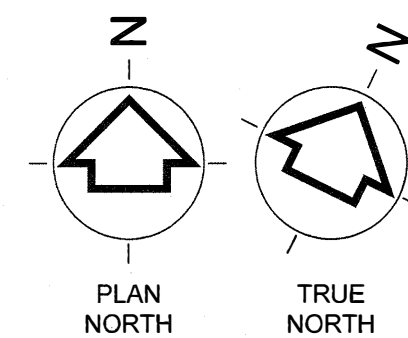
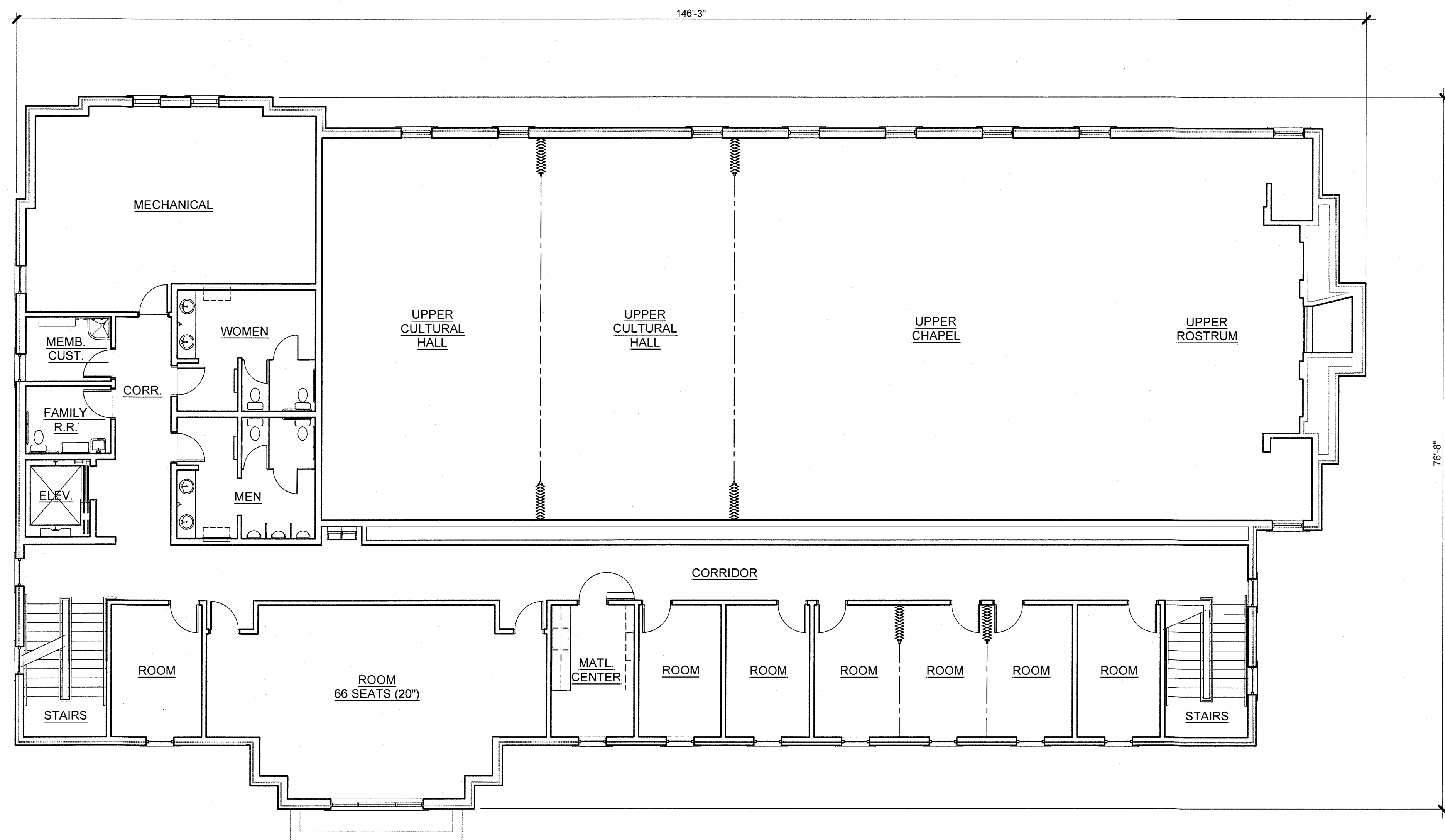
PROJECT: WILTON MEETINGHOUSE, 241 DANBURY ROAD, WILTON, CONNECTICUT 06897. DATE: 6/29/22. SCALE: 1/8" = 1'-0".  
DESIGNED BY: RANDOLPH L. CARTER, ARCHITECT. NO. 15285. LICENSED ARCHITECT, STATE OF CONNECTICUT.  
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PROJECT PROJECT NO. 2023-13 Name: CT Veterinary Center/Office Document/Accession#1 - Vets. Health Glance A132 Second Floor Plan/View.dwg DATE/2023 10:48 AM



X32	SECOND FLOOR PLAN
	1/8" = 1'-0"

**RANDOLPH L. CARTER**  
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2454 EAST SOUTHERN AVENUE # 110, MESA, ARIZONA 85204  
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**WILTON MEETINGHOUSE**  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STAKE  
241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNER'S PROPERTY NO. 501310821020301

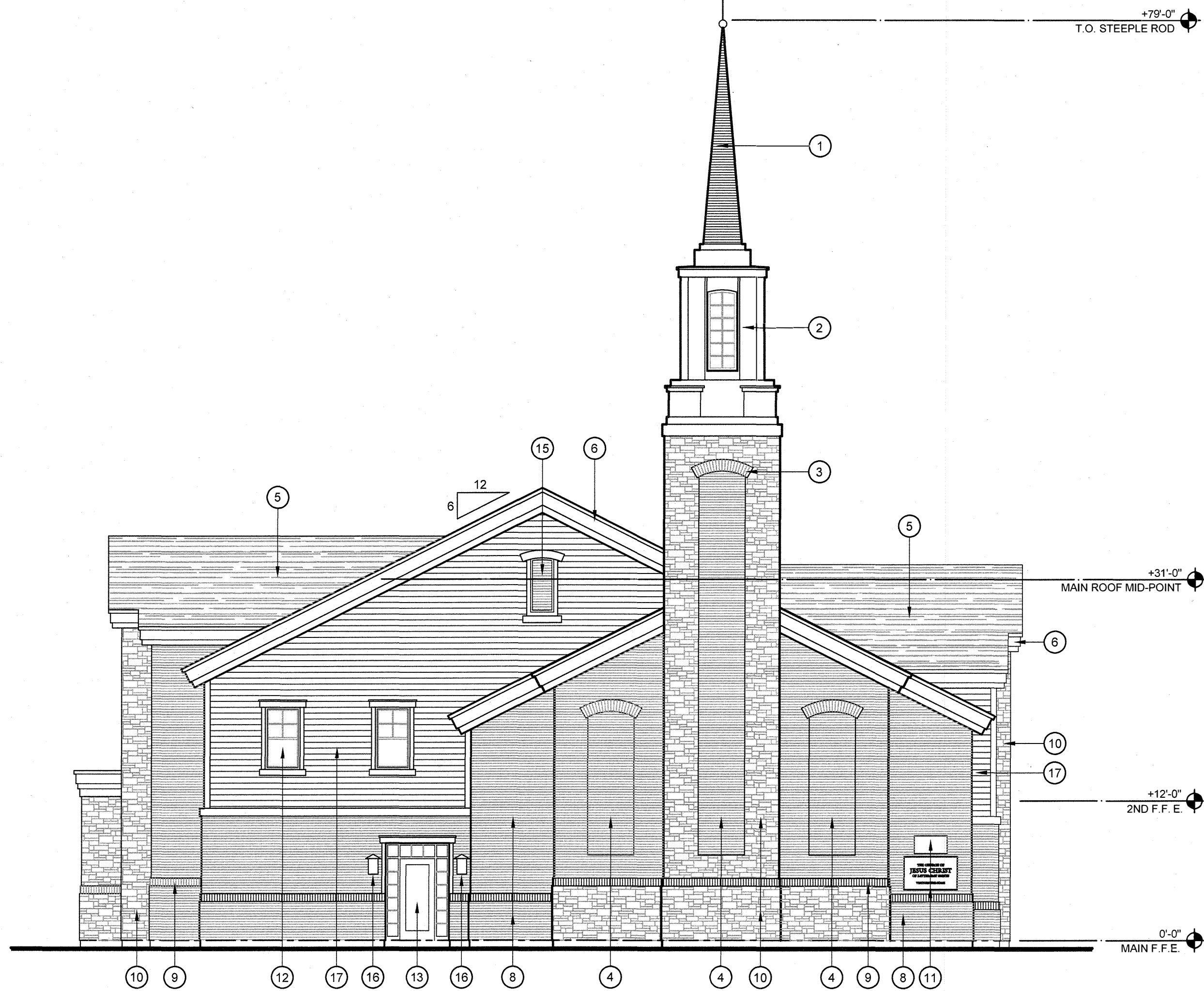
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2022-13

SECOND  
FLOOR PLAN

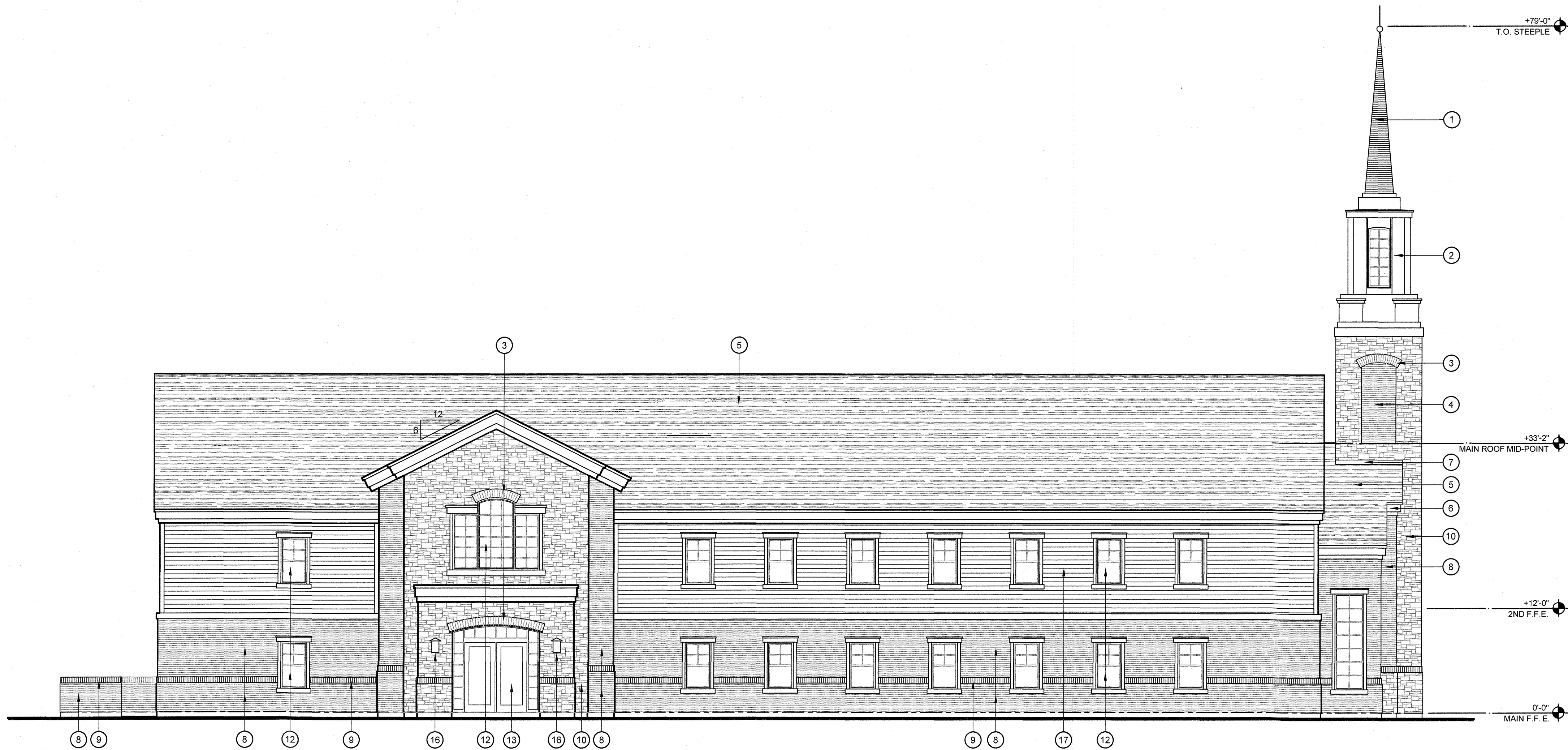
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PROFESSIONAL ARCHITECTURAL DRAWING FOR THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, YORKTOWN NEW YORK STAKE. ALL RIGHTS RESERVED. 2022-13. 1/8" = 1'-0".



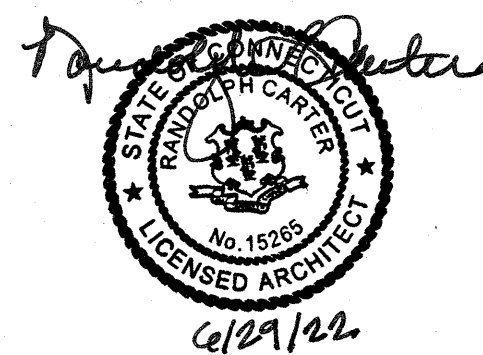
L32 EAST EXTERIOR ELEVATION  
1/8" = 1'-0"



X32 SOUTH EXTERIOR ELEVATION  
1/8" = 1'-0"

## KEYNOTES

- PREMANUFACTURED/PREFINISHED METAL STEEPLE SPIRE - ENGLERT SERIES 4000 "MEDIUM BRONZE"
- PREMANUFACTURED/PREFINISHED METAL STEEPLE - ENGLERT SERIES 4000 "BONE WHITE"
- FIELD BRICK VENEER ARCH - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- FIELD BRICK VENEER RECESSED PANEL - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- LAMINATED COMPOSITION ARCHITECTURAL SHINGLES - CERTAINTED LANDMARK PREMIUM "MAX DEF HEATHER BLEND"
- PREFINISHED METAL-WRAPPED FASCIA, RAKES & SOFFITS - "BONE WHITE" TO MATCH STEEPLE METAL
- WEATHERTIGHT FLASHING AT STEEPLE TO ROOFING - "BONE WHITE" TO MATCH STEEPLE METAL
- FIELD BRICK VENEER - GENERAL SHALE BRICK "HERITAGE 441" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- SOLDIER COURSE BRICK VENEER - INTERSTATE BRICK MATTE TEXTURE "MONTEREY" OR EQUIVALENT WITH NATURAL GRAY COLOR MORTAR JOINTS
- MANUFACTURED STONE VENEER - CUT ASHLAR SHAPE, PATTERN
- GRANITE BUILDING & ADDRESS SIGNS - HANS MONUMENT INC. "BARRE GRAY GRANITE"
- VINYL WINDOWS - THERMAL WINDOW WHITE FRAMES WITH SOLAR GREY OBSCURE GLAZING
- ALUMINUM STOREFRONT DOORS, FRAMES & TRANSOMS - KAWNEER WHITE FRAMES WITH SOLAR GREY GLAZING
- HOLLOW METAL DOOR & FRAME - PRIMED & PAINTED TO MATCH METAL-WRAPPED FASCIA
- PREFINISHED MECHANICAL OR ATTIC VENTILATION LOUVER - MEDIUM BRONZE FINISH
- BUILDING MOUNTED LIGHT SCONCES - MEDIUM BRONZE FINISH
- CEMENTITIOUS LAPBOARD SIDING - "BONE WHITE" FINISH



RANDOLPH L. CARTER  
ARCHITECT • AIA • NCARB

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WILTON MEETINGHOUSE  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
YORKTOWN NEW YORK STAKE

241 DANBURY ROAD, WILTON, CONNECTICUT 06897  
OWNER'S PROPERTY NO. 501919821020301

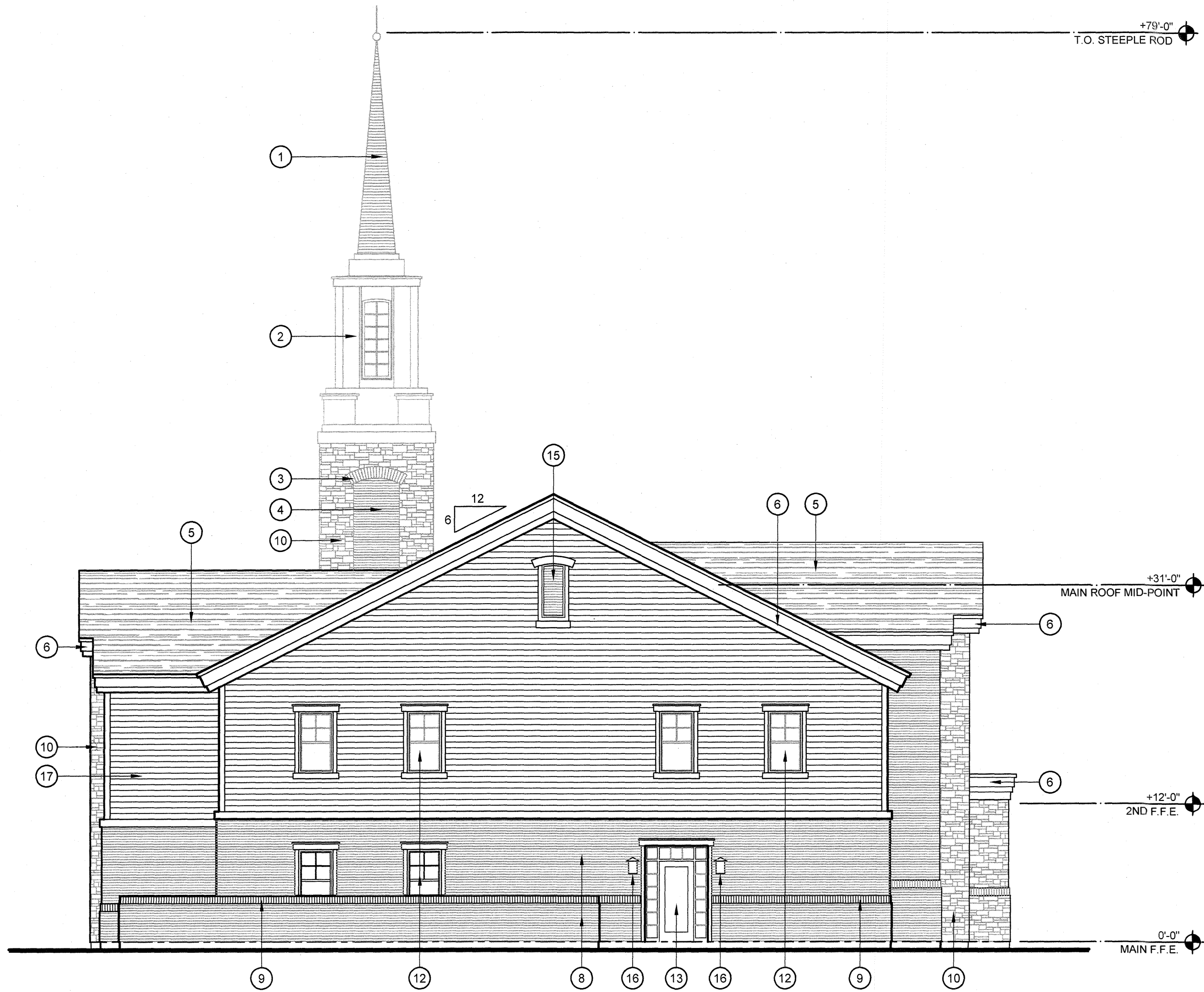
Project Number  
2022-13

EAST & SOUTH  
EXTERIOR  
ELEVATIONS

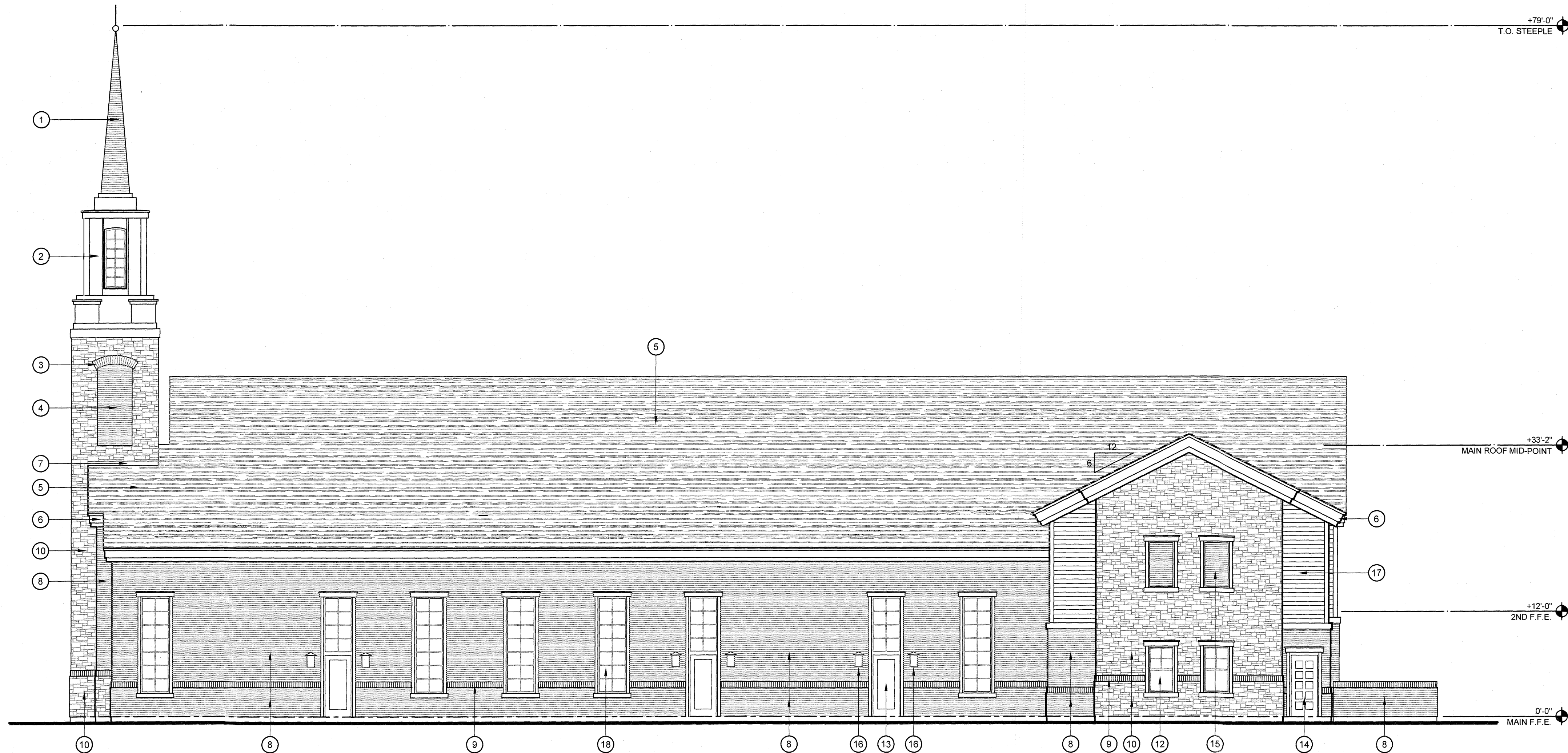
A201



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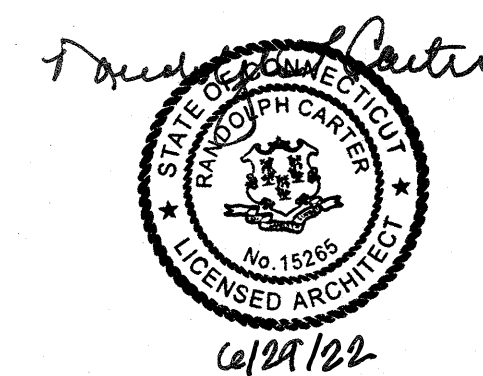
L32 WEST EXTERIOR ELEVATION  
1/8" = 1'-0"



X32 NORTH EXTERIOR ELEVATION  
1/8" = 1'-0"

## KEYNOTES

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Project Number  
2022-13

WEST & NORTH  
EXTERIOR  
ELEVATIONS

A202



Wilton Meetinghouse Aerial Showing Surrounding Properties





### **PURCHASE AGREEMENT**

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole—Salt Lake City, Utah 501-3198

THIS PURCHASE AGREEMENT ("Agreement") is made as of the Effective Date (see Section 22) by and between BHT Realty LLC ("Seller"), and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Purchaser" or "Buyer").

1. **Property.** Seller agrees to convey to Purchaser that certain real property and all improvements located thereon in the County of Fairfield, State of Connecticut, known as: South of 241 Danbury Rd, Wilton, approximately 0.5 acres (as further identified on Exhibit – Legal Description annexed hereto) together with all of Seller's right, title and interest in any assignable licenses, permits, mineral rights, water rights or shares, easements, rights-of-way or other items appurtenant or pertaining thereto that may benefit the same (all of which are hereinafter collectively called the "Property.")
2. **Consideration.** The consideration for the conveyance shall be as follows:
  - a. **Purchase Price.** Subject to adjustment as contemplated below, the purchase price of the Property (the "Purchase Price") shall be Six Hundred and Twenty-Five Thousand Dollars (\$625,000.00).
  - b. **Earnest Money.** Purchaser shall deposit Fifty-Thousand dollars (\$50,000.00) with "Escrow Agent" within Five (5) business days of the Effective Date as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at Closing.
3. **Escrow.** Purchaser shall open an escrow with the Escrow Agent by depositing with Escrow Agent the Earnest Money and a fully executed copy of this Agreement. This Agreement, together with other written instructions as will be provided by Purchaser and Seller to the Escrow Agent, shall constitute its escrow instructions to the Escrow Agent.
4. **Condition of the Property.** Purchaser acknowledges and agrees that Purchaser is a sophisticated purchaser of real property and is familiar with this type of real property and, other than the representations, warranties, and covenants expressly stated in this Agreement or in the instruments executed and delivered by Seller at or in connection with Closing (the "Express Representations"), Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, and/or with respect to the Property. Purchaser further acknowledges and agrees that, except for the Express Representations, Purchaser is relying entirely on Purchaser's own investigations and examinations as to the physical condition and every other aspect of the Property. Purchaser acknowledges the presence of an underground storage tank ("UST"), well and cesspool on the Property and that, except for the Express Representations, Purchaser is purchasing the Property on an "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" basis, without any implied warranties, and Purchaser accepts and agrees to bear all risks with respect to all attributes and conditions, latent or otherwise, of the Property, including any UST, well and cesspool. Except for the Express Representations, Seller does not warrant any of the Property to be free from defects and Purchaser expressly accepts the possibility of such defects, subject only to Purchaser's ability to terminate this Agreement during the Feasibility Period, or any other provision of this Agreement expressly granting Purchaser a right to terminate this Agreement, and the Express Representations. Except for the Express Representations, Seller makes no covenant, representation or warranty, whether express or implied, and specifically disclaims any and all representations and warranties, with respect to the Property including but not limited to matters pertaining to: (i) the physical condition of the Property; or (ii) the suitability of the Property for any use; or (iii) the existence or adequacy of permits and approvals with respect to zoning, planning, building, operation and safety, fire, or any other law, regulation or requirement; or (iv) environmental



matters, including without limitation, the presence or absence of Hazardous Materials in, on, under or in the vicinity of the Property. The provisions of this paragraph shall survive the Closing and shall not merge with the Deed.

5. Feasibility Review. Purchaser shall have Seventy-Five (75) days from the Effective Date (the "Feasibility Period") to conduct its inspection review of the property. During the Feasibility Period, Purchaser shall have the right to conduct, review, and approve any investigations, inspections, tests, reports, analyses, studies, or other matters deemed necessary, prudent, or desirable by Purchaser (in Purchaser's sole discretion) including, but not limited to, the following activities:

- a. Studies/Inspections. Purchaser may perform, authorize, review and/or approve any studies and/or reports on the Property required by Purchaser in its sole discretion. Said studies and reports shall be obtained by Purchaser at its sole expense. Seller will furnish to Purchaser, at Seller's sole expense, and within Ten (10) days following the Effective Date, any information, studies and/or reports previously conducted on the Property and in Seller's possession or control. Furthermore, Purchaser (and its agents, employees, consultants and representatives), at its/their sole cost and expense, shall have the right to enter upon the Property at its/their sole risk to conduct any investigations that Purchaser deems necessary to determine the suitability of the Property for Purchaser's intended use, provided that no invasive testing (such as a Phase II environmental site assessment) may be performed by or on behalf of Purchaser without Seller's prior written consent. Purchaser shall promptly repair any damage to the Property caused by its investigations. Purchaser agrees to indemnify and to hold Seller harmless from any loss, cost, damage, claim, lien, encumbrance, expense or liability incurred or sustained by Seller by reason of any due diligence activities conducted by Purchaser or its agents or contractors. This indemnity shall survive Closing and any termination of this Agreement. Purchaser shall obtain prior to any, and shall maintain during all, entries commercial general public liability insurance including, but not limited to, blanket contractual liability coverage covering any and all liability of Purchaser and Purchaser's agents and contractors with respect to or arising out of any work to be performed by or on behalf of Purchaser under this Agreement with limits of not less than One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage liability. Seller shall be named as an additional insured on such policy. Each of Purchaser and Purchaser's contractors or subcontractors have a workers' compensation insurance policy covering the activities of all of Purchaser's agents, contractors, subcontractors and employees on or about the Property. Purchaser shall provide evidence of the insurance coverages described above prior to its first entry onto the Property.
- b. Title and Survey. Purchaser shall, at its sole expense, obtain a commitment for an owners' policy of title insurance ("Title Commitment") in the full amount of the Purchase Price, issued by Title Company. Within Ten (10) days after the Effective Date, Seller shall furnish Purchaser a copy of any survey(s) of the Property in Seller's possession. Purchaser may, at purchaser sole cost, have an updated survey conducted on the Property (the "Survey"). Purchaser shall have the Feasibility Period to review and approve in writing the Title Commitment and Survey (as applicable). Purchaser shall give notice to Seller of any matters contained in the Title Commitment or Survey to which Purchaser objects ("Objections"). Any matters in the Title Commitment or Survey to which Purchaser does not so object shall be "Permitted Exceptions."

Seller shall have Ten (10) days after receipt of Purchaser's notice of Objections ("Seller's Curing Period") to cure the Objections to the satisfaction of Purchaser or elect not to cure the same; provided, however, all consensual monetary encumbrances recorded against the Property will be discharged or otherwise removed by Seller at or before Closing. If Seller gives notice to Purchaser that Seller has not cured or has elected not to cure any of the Objections, Purchaser may (a) waive any such Objections and proceed to Closing, or (b) terminate this Agreement and receive a refund of the Earnest Money.



Purchaser may end the Feasibility Period at any time by giving notice to Seller of its intent to proceed to Closing. Purchaser shall give Seller notice of its decision to proceed to Closing (subject to conditions herein stipulated) or to terminate this Agreement on or before the expiration of the Feasibility Period. In the event Purchaser fails to provide notice of termination or its election to proceed to Closing prior to the expiration of the Feasibility Period, this Agreement shall be deemed terminated and Purchaser and Seller shall have no further obligation to each other except as stated herein and all Earnest Money shall be returned to Purchaser. Should Purchaser give notice of its election to proceed to Closing, then the Earnest Money shall become non-refundable subject to default by Seller, any Objections that have not been cured or waived, and/or any other Closing contingencies set forth herein.

- c. Purchaser's Committee Approval. Purchaser to receive approval from its governing corporate committee prior to the end of the Feasibility Period.
- d. Zoning Contingency. Purchaser shall have one hundred eighty (180) days from the Effective Date to obtain its site plan and special permit approvals for Purchaser's Intended use of the Property, which contingency shall not include any zone change, text change or variance applications without Seller's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "Zoning Contingency"). The site plan shall be substantially in the form attached hereto as Exhibit C, provided that such site plan shall be modified during the Feasibility Period in a form reasonably acceptable to each of Seller and Buyer to depict (i) the proposed location of the dumpster and easement area described in Section 13(b) of this Agreement, (ii) the turnaround easement area described in Section 13(c) of this Agreement, (iii) any drainage facilities that are required such that Buyer's improvements on the Property will not adversely affect 27 Cricket Lane; and (iv) improvements along the boundary line of the above noted easement areas and 27 Cricket Lane to create a buffer between the Property and such easement areas and 27 Cricket Lane (e.g. landscaping, screening and/or fencing). In the event Purchaser makes any material modification to the site plan, Purchaser shall provide a copy of such modified site plan to Seller prior to submission to any governmental authority Purchaser shall provide a copy of such modified site plan to Seller prior to submission to any governmental authority and allow reasonable time for Seller to review and comment on such modifications. Purchaser agrees to consider the merits of any such comments in good faith, but Seller shall only have the right to approve such modified site plan (such approval not to be unreasonably withheld, conditioned or delayed) to the extent that the modifications to the site plan could reasonably be expected to have a material and adverse effect on the use or enjoyment by Seller of the Seller's property located at 27 Cricket Lane and/or 237 Danbury Road, as determined by Seller in its sole but reasonable discretion. To the extent Seller believes that the modifications to the site plan gives rise to such a material and adverse effect and Seller disapproves of same, Seller shall provide written notice of same to Purchaser, such notice specifying the nature of such objections in reasonable detail, within five (5) business days following receipt of such modified site plan and thereafter Seller and Purchaser shall negotiate in good faith to resolve such objections as soon as reasonably practicable thereafter. Seller shall grant an extension of the Zoning Contingency for a period of thirty (30) additional days upon Purchaser's request, provided that either (i) Purchaser has filed its applications and any hearings have been completed but Purchaser awaits the decision of the requisite governmental authority and/or expiration of the applicable appeals period; and/or (ii) Seller objected to any modifications as being material and adverse to Seller's use or enjoyment of the Seller's property located at 27 Cricket Lane and/or 237 Danbury Road, provided Buyer is negotiating with Seller in good faith to resolve the same. Seller's right to receive a copy of any material modification to the site plan and any review or approval rights contained in this subsection shall be personal to Seller and shall not run to any successor owner of 27 Cricket Lane and/or 237 Danbury Road. Purchaser hereby acknowledges and agrees that it shall not be permitted to appeal the denial of any application or litigate a third party appeal without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.



## Highlighted area is the "Parking Agreement"

6. Conditions to Closing. Closing shall be contingent upon:

- (a) all of Seller's obligations hereunder and Purchaser's obligations hereunder being fully performed;
- (b) concurrent closing with that certain Purchase Agreement of even date herewith between Purchaser and CH 241 Danbury Road Associates LLC for adjacent property known as 241 Danbury Road (the "Adjacent Property Contract");
- (c) agreement on a parking license (the "Parking Agreement") with the owner of 249 Danbury Road (the "Adjacent Medical Office Complex"), such Parking Agreement to provide that Purchaser shall have the right to use at least 150 parking spaces on the Adjacent Medical Office Complex (as shown on the drawing attached hereto as Exhibit B) on Sundays only, for annual rent and term acceptable to Purchaser in its sole discretion.; and
- (d) Seller and CH Danbury Road Associates, LLC, CH 241 Danbury Road Associates, LLC Osman Wilton, LLC, and First White Birch Realty, LLC (or their respective successors in interest) shall have entered into and caused to be recorded that certain Declaration of Driveway, Utility and Signage Easements and Maintenance Agreement (the "Declaration"), such Declaration to be in substantially the form attached hereto as Exhibit D;
- (e) in addition to the Declaration, a quit claim deed in substantially the form attached hereto as Exhibit E; provided such quit claim deed is recorded on the Wilton land records simultaneously with the recording of the Declaration or otherwise such that there is no lapse in Seller's or Buyer's rights, if any, to the use of Cricket Lane; and
- (f) Title Company being irrevocably committed to issue to Purchaser a standard owner's title policy (or an extended coverage policy and endorsements if requested by Purchaser) in form and substance requested by Purchaser in Purchaser's sole and absolute discretion, but in any event subject only to the Permitted Exceptions.

In the event of a failure to obtain a condition to Closing as set forth above, the party for whose benefit the condition existed shall have the right to terminate this Agreement upon written notice to the other party, or waive such condition(s) and proceed to Closing. In the event that either party shall elect to terminate this Agreement pursuant to this section, all further obligations of the parties shall terminate, and the Earnest Money shall be returned to Purchaser.

Purchaser represents that it has entered into the Adjacent Property Contract with CH 241 Danbury Road Associates LLC and that the timing for the closing on Purchaser's acquisition of the adjacent property is consistent with the timing for the Closing and this Agreement. Purchaser hereby authorizes CH 241 Danbury Road Associates LLC to provide Seller updates with respect to the progress towards the closing on the Adjacent Property Contract and authorizes Seller to provide to CH 241 Danbury Road Associates LLC with updates with respect to the progress towards closing under this Agreement; provided that in no event shall Seller use such updates or contact with CH 241 Danbury Road Associates LLC to intentionally and maliciously cause or encourage or otherwise collude with CH 241 Danbury Road Associates LLC or any of its officers, members, managers, employees, agents or affiliates to take any action or inaction that would interfere with the orderly closing of the transactions contemplated herein and in the Adjacent Property Contract. A default by Purchaser under the Adjacent Property Contract shall be deemed to be a default by Purchaser under this Agreement if and only if such default results in a failure to close on the transaction contemplated herein. A termination of the Adjacent Property Contract other than as a result of a Purchaser default under the Adjacent Property Contract shall give Purchaser the right to terminate this Agreement and receive a refund of the Earnest Money.

7. Condemnation. If prior to the Closing Seller receives notice that a condemnation or eminent domain action is threatened or has been filed against the Property or any part thereof (or that a taking is pending or contemplated), Seller shall promptly give notice thereof to Purchaser. In which event



Purchaser, at Purchaser's sole option, may elect, by written notice, to terminate this Agreement, in which event neither party shall have any further obligation hereunder and the Earnest Money shall be returned to the Purchaser.

8. Closing. "Closing" shall occur at the office of the Escrow Agent on the date selected by Buyer that is on or before the date which is Thirty (30) days after the expiration of the Feasibility Period (the "Closing Date"), provided Buyer must give Seller at least three (3) business days' notice of the same. If the Closing Date occurs on a weekend, or a holiday observed in Utah or the jurisdiction where the Property is located, then the Closing Date shall be the next business day.
9. Closing Documents. The following shall be delivered at Closing:
  - a. Deed. Seller shall deliver a special warranty deed, or its equivalent in the state where the Property is located (the "Deed"), executed and acknowledged by Seller, conveying the Property to Purchaser subject only to the Permitted Exceptions.
  - b. Other Documents. Seller shall provide the Escrow Agent, at Seller's expense, with a non-foreign affidavit, and any other written assignments, agreements or documents reasonably requested by Purchaser pertaining to the Property or required to convey title to the Property to Purchaser. Seller and Purchaser will both execute and deliver settlement statements to the Escrow Agent.
10. Closing Costs. Closing costs and prorations shall be prorated as follows:
  - a. Taxes and Utilities. All ad valorem and utilities shall be prorated to the Closing Date. If the current year's taxes are not known as of the Closing Date, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Purchaser when the current year's taxes are known. Seller shall pay for any rollback taxes or transfer tax.
  - b. Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Property.
  - c. Fees. Any escrow fees charged by Escrow Agent shall be shared equally by Seller and Purchaser. Each party will pay its own attorney's fees. All other bills or charges including other recording fees, any state or local documentary stamps, fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be allocated in a manner customary for real estate transactions in the area where the Property is located.
11. Possession. Possession of the Property shall be delivered to Purchaser at Closing. Seller agrees that any improvements remaining on the Property after the Closing Date shall belong to Purchaser.
12. Warranties. Seller makes the following representations, warranties and covenants as of the Effective Date and as of the Closing Date, and such warranties and covenants shall survive the Closing.
  - a. Title. To the best of Seller's knowledge, Seller owns good and marketable fee simple absolute title to the Property, subject to all matters of record
  - b. Authority. Seller is fully authorized to convey the Property pursuant to this Agreement.
  - c. Due Formation and Existence. Seller is duly formed and in good standing under the laws of the state of its formation, and is duly authorized to do business in the state where the Property is located.
  - d. No Proceedings. As of the date of this Agreement, there is no pending or threatened litigation, condemnation or similar proceeding or assessments affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller has any such lawsuit been threatened, nor, to Seller's best knowledge, is any condemnation or



special assessment contemplated by any governmental authority other than as disclosed in writing by Seller.

- e. No Leases. At the time of Closing, the Property will not in whole or in part be subject to any leases, or other possessory rights and interests, except as may have been reflected in the Title Commitment or disclosed in writing by Seller.
- f. No Contracts. Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understanding or agreements affecting the Property which would become binding upon Purchaser, except as may be reflected by documents recorded prior to the Effective Date, or as disclosed in writing by Seller.
- g. Compliance with Laws. Seller has complied in all material respects with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof. Seller has received no notice of any violations of any laws, ordinances or regulations affecting the Property, nor of any change in assessments or zoning
- h. Environmental. Seller represents and warrants that, to its knowledge, during its ownership of the Property there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants as defined under applicable local, state and federal laws (hereinafter collectively referred to as "Hazardous Materials") on or in the Property. Except as disclosed herein or in any environmental report delivered by Seller to Purchaser, Seller represents that, to its knowledge, there has been no storage, production, transportation, disposal, treatment or release of Hazardous Materials on the Property prior to its ownership thereof. To the best of Seller's knowledge, Seller warrants that Seller has complied with all applicable local, state or federal environmental laws and regulations, and there are no underground storage tanks, covered surface impoundments or other sources of Hazardous Materials on the Property except as otherwise disclosed herein or in any environmental report delivered by Seller to Purchaser.
- i. Wetlands. Seller has neither notice nor any actual knowledge of any wetlands or any earth settlement, movement, instability or damage affecting the Property.
- j. Access. To the best of Seller's knowledge, there is legal vehicular access to the Property from a public street, and all necessary plats and easements to effectuate access to the Property have been duly filed and/or recorded.
- k. Seller Relationship Disclosure. Mark as applicable, and please initial at the end of this section:

- ☒ [ x ] Seller does not have a personal, business or other relationship to the Purchaser or affiliated corporations or groups other than the sale of the Property; or
- ☐ [ ] Seller does have a relationship to Purchaser and is: (mark as applicable):
- ☐ [ ] A currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints (the "Church") where the Property is located;
- ☐ [ ] An employee of the Purchaser or any Church entity;
- ☐ [ ] A relative of an employee of Purchaser or of any other Church entity; or
- ☐ [ ] A hired agent of the Purchaser or any Church entity.

Seller's Initials \_\_\_\_\_

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing Date shall be a condition precedent to Purchaser's obligations to purchase the Property and otherwise perform under this Agreement. All representations and warranties by Seller set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing.



13. Additional Obligations.

- a. Water to 27 Cricket Lane. Buyer acknowledges that the water supplied to 27 Cricket Lane is currently provided from a well located on the Property (the "Existing Well"). Seller and Buyer hereby agree that Seller shall be entitled to a credit at Closing in the amount of Twenty Thousand Two Hundred Twenty-Nine and 98/100 Dollars (\$20,229.98.00), such amount to be used by Seller to construct a new well located on 27 Cricket Lane (the "New Well"). Following Closing, Seller shall promptly commence and thereafter diligently pursue to completion the construction of the New Well and cause same to be completely independent of the Existing Well (including, without limitation, separate electric service). Buyer shall not cause and shall use commercially reasonable efforts not to allow or permit the electric service to the Existing Well to be terminated or disrupted for any reason until such time as Seller has completed construction of the New Well; provided, however, that Buyer shall not be obligated to maintain such electric service for longer than sixty (60) days following Closing. Seller shall be responsible to pay for the portion of the electric service benefitting 27 Cricket Lane within thirty (30) days of demand therefor from Buyer.
- b. Dumpster Easement. Seller and Purchaser each acknowledge that the existing dumpster used by 27 Cricket Lane is currently located on the Property and that the current layout of the improvements on 27 Cricket Lane are not conducive to locating a dumpster on the real property comprising 27 Cricket Lane. Buyer agrees to grant Seller an easement on the Property for purposes of maintaining a dumpster on the Property, which dumpster area shall be in a location mutually agreeable to the parties and substantially similar to the layout and design of present dumpster area, subject to an easement in form and substance reasonably satisfactory to the Parties to be negotiated by the Parties prior to the expiration of the Feasibility Period. The cost and expense associated with any relocation of the dumpster on the Property shall be at Buyer's sole cost and expense, and any ongoing maintenance of the dumpster, dumpster pad, fencing/other facilities related to the dumpster and the cost of trash removal shall be at Seller's sole cost and expense. Such easement shall, at a minimum, include the following (i) an obligation for Seller to use the dumpster only in compliance with all applicable law, including environmental law, and (ii) an indemnity from Seller for any claims against Buyer arising from the existence of the dumpster on the Property and Seller's use thereof,
- c. Turn-Around Easement. Seller and Purchaser each acknowledges that vehicles entering and exiting 27 Cricket Lane need limited access to the Property in order to safely access Cricket Lane, including the necessary back-up area/aisle for the parking spaces located on 27 Cricket Lane. Buyer agrees to grant Seller an ingress/egress easement over a portion of the southwest corner of the Property adjacent to 27 Cricket Lane on the south and Cricket Lane on the west for the aforementioned purposes, which easement area shall be depicted on the Site Plan and mutually agreeable to the parties, and which shall be at Buyer's sole cost and expense, subject to an easement in form and substance reasonably satisfactory to the Parties to be negotiated by the Parties prior to the expiration of the Feasibility Period. Such easement shall, at a minimum, include the following (i) a prohibition against parking or other use other than as set forth herein, (ii) a description of the portion of the Property subject to the easement, including an easement map or plan depicting the same, and (iii) an indemnity from Seller for any claims against Buyer arising from the Seller's use of the easement area. Buyer shall use commercially reasonable efforts to (i) minimize any disruption in Seller's use of the easement area described in this paragraph in connection with any construction or improvement work on the Property and (ii) to the extent that such use is disrupted, Buyer shall provide reasonable alternative accommodations during the period of such disruption, which accommodations may include, without limitation, making parking spaces available on the Property for the duration of any such disruption. Any such construction or improvement work in or around the turnaround easement, including without limitation in connection with the



requirements of any municipal approvals, shall not permanently reduce, diminish, eliminate or otherwise impact Seller's parking on 27 Cricket Lane. To the extent that the easement area or any parking spaces on 27 Cricket Lane are damaged or destroyed as aforesaid in connection with Buyer's development of the Property, Buyer shall, at its sole cost and expense, restore same to substantially the same or better condition than existed prior to such damage or destruction. Other than as set forth in the immediately preceding sentence, Seller shall retain the obligation to maintain the easement area at its sole cost and expense.

- d. Attached hereto as Exhibit F is a depiction of the location of the dumpster easement and turnaround easement proposed by Seller. Buyer acknowledges and agrees that the dumpster easement and turnaround easement proposed by Seller on Exhibit F appear to be reasonable within the terms of this Section 13. The parties acknowledge and agree that the proposed dumpster easement and turnaround easement as set forth on such Exhibit F are subject to Purchaser's feasibility review as set forth in Section 5 above and that the final parameters of the dumpster easement and turnaround easement are subject to modifications reasonably acceptable to each of Seller and Buyer pursuant to said review.

The provisions of this Section shall survive the Closing and shall not merge with the Deed.

14. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by (i) personal delivery, (ii) overnight courier service, (iii) facsimile, United States certified mail, return receipt requested, postage or other delivery charge prepaid, or (iv) via electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Purchaser, as applicable. Such notices will be deemed properly addressed if the following addresses (or at such other address as Seller or Purchaser or the person receiving copies may designate in writing given in accordance with this section) are used:

<b>SELLER:</b>	<b>WITH A COPY TO:</b>
BHT Realty LLC	Carmody Torrance Sandak & Hennessey LLP
27 Cricket Lane, Wilton, CT, 06897, United States of America	707 Summer Street, 3 <sup>rd</sup> Floor, Stamford, CT 06901
(203)762-8800	203-425-4200
Richard Tomasetti	Attn: Michael P. Sweeney
Email: rick@ltarchs.com	Email: msweeney@carmodylaw.com
<b>PURCHASER:</b>	<b>WITH A COPY TO:</b>
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints	Kirton & McConkie
Real Estate Services Division, 50 East North Temple Street, 12th Floor, Salt Lake City, UT 84150	50 East South Temple, Salt Lake City, UT 84111
(801) 240-3363	(801) 328-3600
Attn: Eric Allen	Attn: Loyal Hulme and David Wilson
Email: EAllen@ldschurch.org	Email: lhulme@kmclaw.com and dwilson@kmclaw.com
<b>TITLE COMPANY:</b>	<b>ESCROW AGENT:</b>
Fidelity National Title its successors and/or assign	Fidelity National Title its successors and/or assign
FRS-Troy Relocation Division, 900 Wilshire Dr., Suite #107, Troy, MI 48084	FRS-Troy Relocation Division, 900 Wilshire Dr., Suite #107, Troy, MI 48084
(248) 824-8276	(248) 824-8276
Attn: Kay Munger	Attn: Kay Munger



Email: kay.munger@fnf.com	Email: kay.munger@fnf.com
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15. Termination/Default. If this Agreement is terminated or Closing does not occur because of the failure of any condition or the occurrence of an event giving rise to a termination right of Purchaser as set forth herein, the Earnest Money will be returned to Purchaser. If closing does not occur due solely to a default by Purchaser, Seller shall retain the Earnest Money and all other deposits as liquidated damages. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY DEPOSIT. SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN, AS FULLY AGREED LIQUIDATED DAMAGES, THE ENTIRE EARNEST MONEY DEPOSIT. ALL OTHER REMEDIES ARE EXPRESSLY WAIVED BY SELLER.

In the event of Seller's default, Purchaser may, at its option, (i) terminate this Agreement upon written notice to Seller, and recover the Earnest Money; or (ii) pursue an action for specific performance.

16. Brokers. Except for CBRE (Purchaser's Transaction Contact), and Avison Young (Purchaser's Broker), Purchaser and Seller have not hired or involved any other brokers in this transaction. Any payment to Purchaser's Transaction Contact and/or Purchaser's Broker shall be paid by Purchaser. Purchaser and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.
17. Entire Agreement/Successors and Assigns. This Agreement shall constitute the entire agreement between Purchaser and Seller regarding the purchase of the Property. Neither Purchaser nor Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other party; provided, however, that Purchaser shall have the right to assign, transfer or convey any of its rights and interests to purchase all or any portion (or portions) of the Property, to any affiliate, subsidiary, parent company, or any other related party of Purchaser, without Seller's prior written consent
18. Binding Effects. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
19. Authority of Signers. If Purchaser or Seller is a corporation, partnership, trust, estate or other entity, the person executing this Agreement on its behalf, warrants his or her authority to do so and bind Purchaser or Seller.
20. Attorney's Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees.
21. Risk of Loss. All risk of loss or damage to the Property shall be borne by Seller until closing.
22. 1031 Tax Deferred Exchange. The parties agree to cooperate with one another should the Property be purchased or sold as a part of a tax-deferred like-kind exchange so long as the non-exchanging party incurs no cost in connection with said cooperation.
23. Acceptance. The Effective Date of the Agreement is the date that Purchaser acknowledges receipt of a fully-executed Agreement, as evidenced by Purchaser's signature and the date inserted in the receipt acknowledgement on the signature page below.



24. Counterparts; Fax Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
25. Governing Law. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to any conflicts of law issues.
26. Confidentiality. Seller acknowledges and agrees that Purchaser does not desire any publicity with respect to this transaction, and therefore Seller agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media unless Purchaser consents in writing to such publicity. The provisions of this Section 25 shall survive any termination of this Agreement. Purchaser agrees that any information furnished to it by Seller shall be treated as confidential and shall not be disclosed to any third-party except that Purchaser may disclose such confidential information (i) if required by any law, court order or other legal requirement, (ii) to any consultants, attorneys, lenders, accountants, investors, or others who have a consulting, advisory or business need for such information in connection with the examination of the Property or this transaction or Purchaser's proposed use of the Property, and (iii) to any governmental authority to the extent reasonably necessary in connection with Purchaser's efforts to satisfy the Zoning Contingency ("Permitted Third Party"). It is agreed that such confidential information shall not include any information which is available from public sources other than through the act or omission of Purchaser or a Permitted Third Party.
27. Time is of the Essence. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any notice or item required under this Agreement shall expire on a day other than a business day, such time period shall be extended automatically to the next business day.

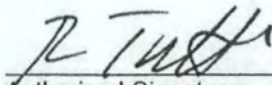
*continued on following page*



IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the Effective Date.

**SELLER:**

BHT Realty LLC, a Connecticut limited liability company

By:   
Authorized Signature  
Name: RICHARD M. TOMASETTI SR  
Title: MANAGING MEMBER  
Date: 10.10.2018

**PURCHASER:**

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a(n) Utah corporation sole

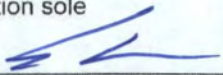
By:   
Authorized Signature  
Name: TERRY F. RUDD  
Its: Authorized Agent  
Date: 10/10/18

**RECEIPT**

I acknowledge receipt of the final copy of the foregoing Agreement including any addendum or counter offer bearing all signatures.

**PURCHASER:**

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a(n) Utah corporation sole

  
Real Estate Project Manager or Real Estate Analyst  
10/10/18  
Effective Date\*

\*Effective Date of the Agreement is the date that Purchaser acknowledges receipt of a fully-executed Agreement, as is evidenced by Purchaser's signature above.



**EXHIBIT – LEGAL DESCRIPTION**  
to Real Estate Purchase Agreement

Legal Description of Real Property

To be determined by survey



**EXHIBIT – CLOSING COSTS**  
to Real Estate Purchase Agreement

Closing Costs Responsible Party List

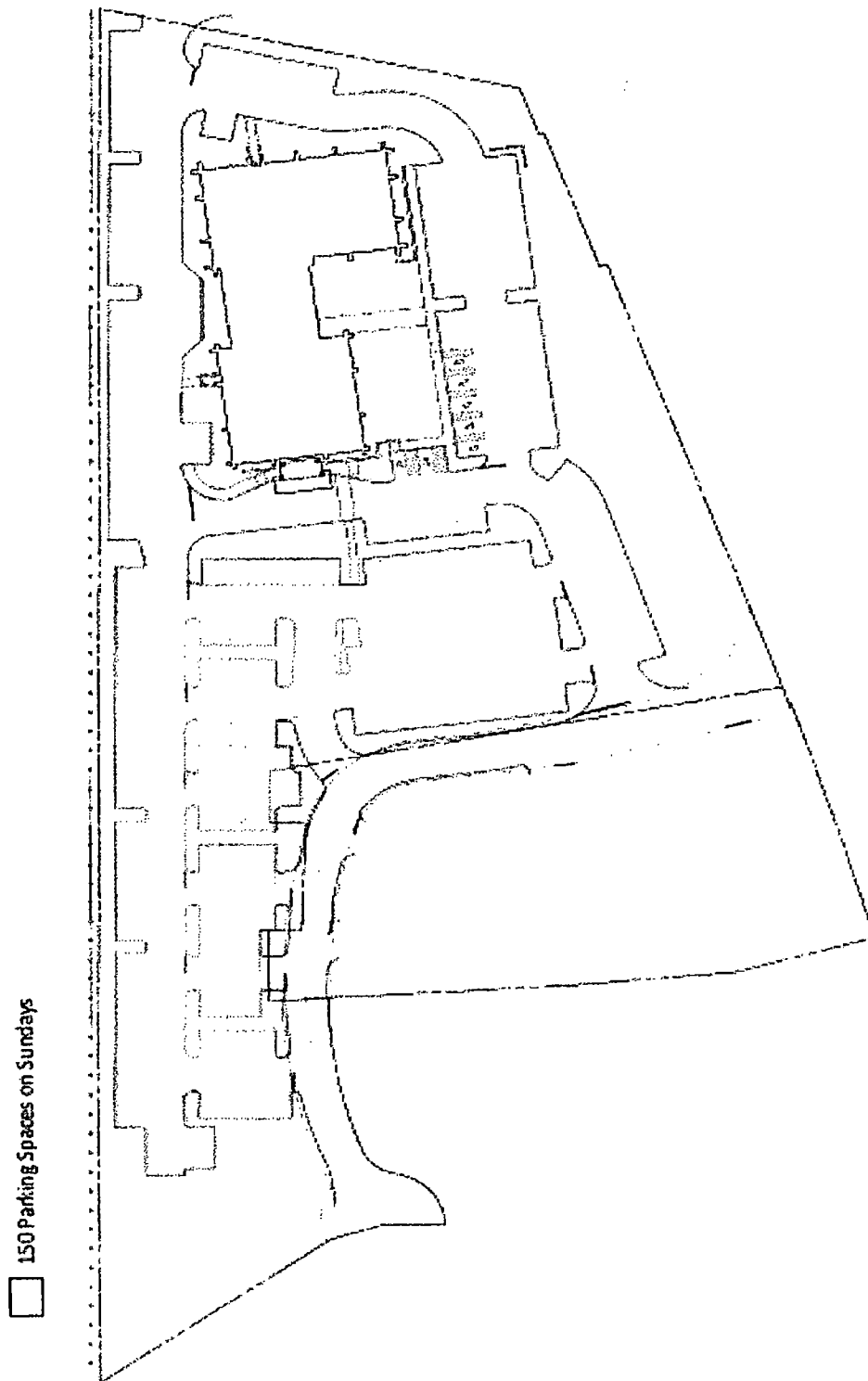
<b>Closing Cost</b>	<b>Responsible Party</b>
Escrow/Settlement/Closing Fees	Split equally
Recording Fees	Split equally
Title Insurance	Purchaser
Real Estate Brokerage Commission	N/A
Transfer Taxes and Fees/Documentary Stamps	Seller
Rollback Taxes	Seller



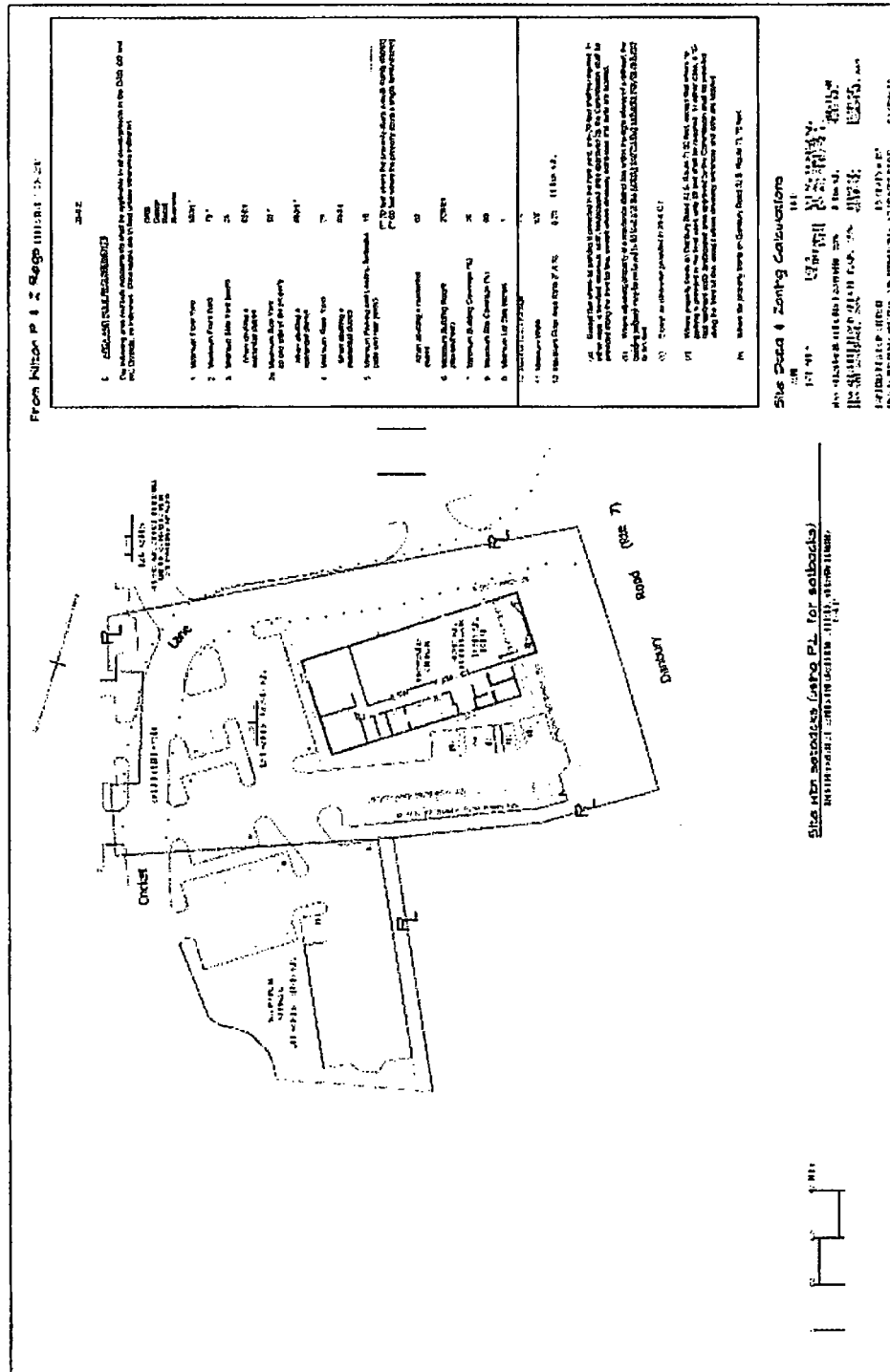
# Exhibit noted in "Parking Agreement"

## EXHIBIT B to Real Estate Purchase Agreement

Drawing Showing Parking Spaces on Adjacent Medical Office Complex





[illegible]



**EXHIBIT D**  
to Real Estate Purchase Agreement

Form of Declaration

**AMENDED AND RESTATED  
DECLARATION  
of  
DRIVEWAY, UTILITY AND SIGNAGE EASEMENTS AND MAINTENANCE  
AGREEMENT**

**AMENDED AND RESTATED DECLARATION** (the "Declaration") dated this \_\_\_\_ day of \_\_\_\_, 2018 is made by **CH Danbury Road Associates, LLC**, ("CH") with a principal place of business at c/o Cambridge Hanover, 65 Locust Avenue - Suite 200, New Canaan, CT; **CH 241 Danbury Road Associates, LLC** ("CH 241") with a principal place of business at c/o Cambridge Hanover, 65 Locust Avenue - Suite 200, New Canaan, CT and **Osman Wilton, LLC**, ("Osman") with a principal place of business at c/o Cambridge Hanover, 65 Locust Avenue - Suite 200, New Canaan, CT (CH, CH 241 and Osman sometimes hereinafter referred to collectively as the "**Declarants**") and the following entities that are being granted certain easements under the terms of this Declaration: **BHT Realty, LLC** ("**BHT**") with a principal place of business at 27 Cricket Lane, Wilton, CT and **First White Birch Realty, LLC** ("**White Birch**") with a principal place of business at 26 Cricket Lane, Wilton, CT (BHT and First Birch are sometimes collectively referred to as the "**Grantees**").

*Recitals:*

**WHEREAS**, CH 241 owns that certain piece, parcel and tract of land together with the buildings and improvements thereon located at 241 Danbury Road in the Town of Wilton, County of Fairfield and State of Connecticut shown and designated as "Lot 2 - 1.305± acres" ("**Lot 2**") on that certain map entitled "Data Accumulation Plan Depicting Lot Line Revision Prepared for Cambridge Hanover" by Shevlin Land Surveying, LLC dated January 12, 2016 and updated on December 1, 2016; which map is on file in the office of the Clerk of the Town of Wilton (the "Clerk's Office") as map number 5883 ("**Map #5883**"); and

**WHEREAS**, CH and Osman own that certain piece, parcel and tract of land together with the buildings and improvements thereon located at 249 Danbury Road in the Town of Wilton, County of Fairfield and State of Connecticut shown and designated as "Lot 1 - 4.649± acres" ("**Lot 1**") on Map #5883; and

**WHEREAS**, Lot 1 also is shown as "Lot 1 Revised Area 202,510 sf±; 4.649 ac±" on that certain survey entitled "Easement Map Depicting Signage, Parking and Revised R.O.W. Easements Prepared For Cambridge Hanover" by Shevlin Land Surveying, LLC dated December 3, 2016 and last revised April 19, 2017 (the "**Survey**"); which Survey is on file in the Clerk's Office as map #5890; and

**WHEREAS**, Lot 2 also is shown as "Lot 2 Revised Area 56,856 sf±; 1.305 ac±" on the Survey; and



**WHEREAS**, BHT owns those certain pieces, parcels and tracts of lands together with the buildings and improvements thereon located at 27 and 23 Cricket Lane in the Town of Wilton, County of Fairfield and State of Connecticut shown and designated respectively as "5 0.502± AC." ("Lot 5") and "6 0.502± AC." ("Lot 6") on that certain map entitled "Map of Plots 4, 5 and 6 Prepared For George Van Riper" by Samuel W. Hoyt, Jr., Co., Inc. dated December 1953; which map is on file in the Clerk's Office as map number 1353; and

**WHEREAS**, Lot 6 and Lot 5 also are shown respectively as "N/F BHT Realty #23 Cricket Lane 72/6" and "N/F BHT Realty #27 Cricket Lane 72/7" on the Survey; and

**WHEREAS**, BHT also owns that certain piece, parcel and tract of land together with the buildings and improvements located at 237 Danbury Road in the Town of Wilton, County of Fairfield, State of Connecticut (the "BHT Lot"), shown on that certain map entitled "Map of Property Prepared for Robert A. Singewald, Trustee, Wilton, Conn Scale 1"-20: Sept. 6, 1978" which map is on file in the Clerk's Office as map number 3643; and

**WHEREAS**, the BHT Lot also is shown as "N/F BHT Realty, LLC #237 Danbury Road" on the Survey; and

**WHEREAS**, White Birch owns that certain piece, parcel and tract of land located at 26 Cricket Lane in the Town of Wilton, County of Fairfield and State of Connecticut shown and designated as "4 0.575± Acres" ("Lot 4") on that certain map entitled "Map of Property Prepared For John C. Parker, Trustee" prepared by Roland H. Gardner Land Surveyor dated March 26, 1973; which map is on file in the Clerk's Office as map number 3232; and

**WHEREAS**, Lot 4 also is shown as "N/F First /White Birch Realty, LLC #26 Cricket Lane 72/8" on the Survey; and

**WHEREAS**, Declarant intends that Lot 1, Lot 2, Lot 4, Lot 5, Lot 6 and the BHT Lot (each such parcel being referred to hereinafter as a "Lot" or such lots together as the "Lots") and the current and any subsequent owners (each such owner being referred to hereinafter as an "Owner" or such owners together as "Owners") thereof shall have the benefits and burdens of certain easements, covenants, conditions and restrictions imposed on the Lots by this Declaration; and

**WHEREAS**, Lot 1 is encumbered by a Mortgage and Assignment of Leases and Rents dated June 13, 2017 and recorded in the Clerk's Office in Book 2474, Page 301, securing a loan payable to Shem Creek Wilton LLC ("Shem Creek"), which Mortgage and Assignment of Leases and Rents has been assigned by Shem Creek to Easthampton Savings Bank ("Easthampton") by Assignment of Mortgage and Assignment of Leases and Rents dated June 13, 2017, and recorded in the Clerk's Office in Book 2474, Page 371; and

**WHEREAS**, Lot 5, 6 and the BHT Lot are encumbered by a Mortgage dated \_\_\_\_\_ and recorded in the Clerk's Office in Book 1574, Page 3 securing a loan payable to Patriot National Bank ("Patriot") (the mortgage encumbering Lot 6 being paid off contemporaneously with the execution and recording hereof); and



**WHEREAS**, Lots 2 and 4 are unencumbered (a loan secured by a mortgage encumbering Lot 2 being paid off contemporaneously with the execution and recording hereof); and

**WHEREAS**, CH and Osman executed a Declaration of Driveway, Utility and Signage Easements and Maintenance Agreement dated May 30, 2017, and recorded in the Clerk's Office in Book 2473, Page 581 (the "Original Declaration") creating certain easement agreements for the benefit of the Lots (other than the BHT Lot) and they, together with the other parties hereto, have agreed to amend and restate the Original Declaration.

**NOW, THEREFORE**, Declarants hereby declare that the Lots shall be held, transferred, sold, conveyed, encumbered and occupied only subject to the easements, covenants, conditions and restrictions hereinafter set forth, which easements, covenants, conditions and restrictions shall constitute equitable servitudes and shall run with the land and that the Original Declaration is hereby amended and restated as follows:

#### **PARTIES TO THIS DECLARATION**

Any Owner of a Lot or of any portion of, or of any interest in, a Lot is deemed to be a party to this Declaration.

#### **BENEFITS AND BURDENS OF OWNERS**

An Owner is presumed to be entitled to the benefits, and to have assumed the burdens, created by this Declaration. This presumption is as conclusive as if the Owner had executed this Declaration and any amendments thereto immediately upon the Owner accepting delivery of the deed that conveyed to the Owner title to the Lot or any portion thereof or interest therein.

Each Owner of all or any part of a Lot or an interest therein shall be liable (but only during the period of such ownership) for the performance of all covenants, obligations, duties or undertakings herein set forth with respect to such Lot.

#### **RECIPROCAL EASEMENTS**

It hereby is declared that Lot 1 shall be subject to a non-exclusive easement for the benefit of the Owners of Lot 2, Lot 4, Lot 5 and Lot 6 and the tenants, guests and invitees of such Lot Owners, in, over, under and upon that portion of Lot 1 shown and designated on the Survey as "Cricket Lane Private R.O.W." (the "**Lot 1 Driveway Easement Area**") for all lawful purposes, including providing access and underground natural gas and/or electrical service lines and facilities. The Owner of Lot 1 agrees to execute and deliver to the electrical and/or natural gas utility provider such additional easement instruments as may be reasonably required by such utility provider to establish service for the benefit of Lots 2, 4, 5 and 6.

It is hereby declared that Lot 1 shall be subject to a non-exclusive easement for the benefit of the Owner of the BHT Lot and the tenants, guests and invitees of such Owner, in,



over, under and upon the Lot 1 Driveway Easement Area, such easement to be effective from and after the BHT First Use Date (as defined in Section 7.2 below).

It is hereby declared that Lot 2 shall be subject to a non-exclusive easement for the benefit of the Owners of Lot 1, Lot 4, Lot 5 and Lot 6 and the tenants, guests and invitees of such Lot Owners, in, over, under and upon that portion of said Lot 2 shown and designated on the Survey as "Cricket Lane Private R.O.W." (the "**Lot 2 Driveway Easement Area**") for all lawful purposes, including providing access and underground natural gas and/or electrical service lines and facilities from Danbury Road to Lot 1, Lot 4, Lot 5 and Lot 6. The Owner of Lot 2 agrees to execute and deliver to the electrical and/or natural gas utility provider such additional easement instruments as may be required by such utility provider to establish service for the benefit of Lots 4, 5 and 6.

It is hereby declared that Lot 2 shall be subject to a non-exclusive easement for the benefit of the Owner of the BHT Lot and the tenants, guests and invitees of such Owner, in, over, under and upon the Lot 2 Driveway Easement Area, such easement to be effective from and after the BHT First Use Date (as defined in Section 7.2 below).

In addition to the easements created in Section 3.1 and 3.2, Lot 1 shall be subject to an additional non-exclusive easement for the benefit of Lots 2, 4, 5 and 6 under and across Lot 1 outside of the Lot 1 Driveway Easement Area in a location or locations reasonably acceptable to the Lot 1 Owner for the purpose of providing underground electrical service lines and related facilities from Danbury Road to Lots 2, 4, 5 and 6. The Owner of Lot 1 agrees to execute and deliver to the electrical utility provider such easement instruments as may be reasonably required by such utility provider to establish service for the benefit of Lots 2, 4, 5 and 6.

In addition to the easements created in Section 3.1 and 3.2, Lot 2 shall be subject to an additional non-exclusive easement for the benefit of Lots 4, 5 and 6 under and across Lot 2 outside of the Lot 2 Driveway Easement Area in a location or locations reasonably acceptable to the Lot 2 Owner for the purpose of providing underground electrical service lines and related facilities from Danbury Road to Lots 4, 5 and 6. The Owner of Lot 2 agrees to execute and deliver to the electrical utility provider such easement instrument as may be reasonably required by such utility provider to establish service for the benefit of Lots 4, 5 and 6.

It is hereby declared that Lot 2 shall be subject to a non-exclusive easement for the benefit of the Owners of Lot 4, Lot 5 and Lot 6 in, over, under and upon that portion of said Lot 2 shown and designated on the Survey as "Signage Easement (Area: 479sf $\pm$ ; 0.011ac $\pm$ )" (the "**Lot 2 Business Signage Easement Area**") for the purpose of placing and maintaining signage identifying the businesses located on Lot 4, Lot 5 and Lot 6.

It is hereby declared that Lot 2 also shall be subject to a non-exclusive easement for the benefit of the Owners of Lot 4, Lot 5 and Lot 6 in, over, under and upon that portion of said Lot 2 shown and designated on the Survey as "Signage Easement (Area: 139sf $\pm$ ; 0.003ac $\pm$ )" (the "**Lot 2 Directional Signage Easement Area**") for the purpose of placing and maintaining directional signage for the businesses located on Lot 4, Lot 5 and Lot 6.



In addition to the easements created in Section 3.1 and 3.2, Lot 1 shall be subject to an additional non-exclusive easement for the benefit of Lots 4, 5 and 6, at the Owners of Lots 4, 5 and 6 sole cost and expense, under the Lot 1 Driveway Easement Area in a location or locations reasonably acceptable to the Lot 1 Owner for the purpose of providing an underground public water service line and related facilities from Danbury Road to Lots 4, 5 and 6. The Owner of Lot 1 agrees to execute and deliver to the public water supplier such easement instruments as may be reasonably required by such utility provider to establish water service for the benefit of Lots 4, 5 and 6.

In addition to the easements created in Section 3.1 and 3.2, Lot 2 shall be subject to an additional non-exclusive easement for the benefit of Lots 4, 5 and 6, at the Owners of Lots 4, 5 and 6 sole cost and expense, under the Lot 1 Driveway Easement Area in a location or locations reasonably acceptable to the Lot 2 Owner for the purpose of providing an underground public water service line and related facilities from Danbury Road to Lots 4, 5 and 6. The Owner of Lot 2 agrees to execute and deliver to the public water supplier such easement instruments as may be reasonably required by such utility provider to establish water service for the benefit of Lots 4, 5 and 6.

The Lot 1 Driveway Easement Area, the Lot 2 Driveway Easement Area, the Lot 1 Electrical Service Easement Area, the Lot 2 Electrical Service Easement Area, the Lot 1 Business Signage Easement Area, the Lot 2 Directional Signage Easement Area and the area affected by any easement created pursuant to Sections 3.3, 3.4, 3.7 of 3.8 hereinafter are referred to individually as an "Easement Area" and collectively as the "Easement Areas".

It is hereby declared that each of Lot 1 and Lot 2 shall be subject to a non-exclusive easement for the benefit of the other for the purpose of storm water drainage, including the right of each Owner to connect the storm water drainage facilities constructed on its Lot with the storm water drainage facilities constructed on the other Lot consistent with the storm water drainage plan approved by the Town of Wilton for such Lots.

### **CONSTRUCTION AND REPAIR WORK**

All development, construction, alteration, repair, operation and maintenance work ("Work"), including, without limitation the work contemplated under Section 6 of this Declaration, undertaken by or on behalf of a Lot Owner on or within an Easement Area, including general clean-up and surface restoration, shall not be commenced without first notifying each other Owner of a Lot at least two (2) weeks prior to commencement of the work and furnishing to the Owner of the Lot on which work shall take place a Certificate of Insurance with evidence of adequate insurance coverage for the amount of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, which Certificate of Insurance shall name that Owner as an additional insured. The Work shall be accomplished in a workmanlike manner and shall be completed expeditiously to avoid interference with the use and enjoyment of the Lots. The plans for any Work shall be submitted to the Owner of the Lot on which the Work will be performed and shall be subject to the approval of such Lot Owner. Such approval may not be unreasonably withheld, delayed or denied by such Lot Owner.



The Lot Owner undertaking the Work, or in whose behalf the Work is undertaken, shall:

Pay all costs and expenses incurred in connection with such Work unless otherwise expressly provided herein.

Repair any and all damage caused by or in performing the Work.

Restore the area of the Work to substantially the same condition existing immediately prior to the commencement of the Work including, without limitation, replacement of any pavement, lawn, trees, shrubbery, walls or other improvements damaged or removed in connection with the Work.

Indemnify the other Lot Owners against, and hold such Lot Owners harmless from, any and all liability and damage arising from such Work including reasonable attorney's fees and other costs of defense.

Take all commercially reasonable steps to minimize the interference to the Owners, tenants, agents and occupants of the Lots affected by the Work.

Obtain any and all federal, state and local permits and approvals required to conduct such work at Lot Owner's sole cost and expense.

Anything set forth in paragraph 4.1 or under paragraph 4.2 of this Declaration to the contrary notwithstanding; an Owner shall be solely responsible for any damage to an Easement Area, other than reasonable wear and tear, resulting from:

the abuse or misuse thereof by such Owner or tenant of such Owner, or guest or invitee of such Owner or tenant; or

machinery or equipment operating in an Easement Area at the Owner's direction, including the mere passage of such machinery or equipment through an Easement Area.

Except to the extent specifically permitted hereunder, no structures, barriers or other material impediments (other than paving or landscaping that does not interfere with the principle use of the easement) shall be permanently or temporarily placed, constructed or maintained on or in the Easement Areas in such a manner that it prevents or impedes the use of any easement herein granted to a Lot Owner or the tenant of such Lot Owner or the tenant, guest or invitee of such Lot Owner.

### **MAINTENANCE EASEMENTS**

The Owner of Lot 1 is hereby granted an easement to enter upon Lot 2 from time to time to the extent reasonably required to perform Work described in Article 4 and Section 6.1 of this Declaration.



## **OPERATION AND MAINTENANCE OF EASEMENT AREAS**

Access to Lot 1, Lot 2, Lot 4, Lot 5, Lot 6 and the BHT Lot shall be provided by a common driveway (the "**Common Driveway**") that is located within the Lot 1 Driveway Easement Area and the Lot 2 Driveway Easement Area as shown on that certain Site Plan ("S-1") prepared by Spath-Bjorklund Associates, LLC dated September 8, 2015 and last revised April 6, 2017 (a copy of which Site Plan is on file in the office of the Planning and Zoning Department located at 238 Danbury Road, Wilton, Connecticut); which common driveway shall have a yellow stripe down the middle as shown on the Site Plan. The expense of constructing, maintaining and repairing the Common Driveway, including the removal of snow therefrom, and the maintenance and keeping free from vegetation and other obstructions any and all detention basins, culverts or drainage structures associated with said Common Driveway shall be allocated between the Owners of the Lots in accordance with the terms of Section 7 of this Declaration. The Owner of Lot 1 shall have the responsibility for performing all of the work described in the preceding sentence in the first instance and shall be entitled to reimbursement from the Owners of certain of the other Lots as described in Section 7 of this Declaration.

Business signage for Lot 2, Lot 4, Lot 5, and Lot 6 shall be provided by a common sign (the "**Businesses Sign**") that is to be located within the Lot 2 Business Signage Easement Area. The Businesses Sign shall be substantially as shown on the Businesses Sign Plan attached hereto as *Exhibit A* and said Businesses Sign shall be subject to the approval of the Planning and Zoning Commission of the Town of Wilton. The expense of installing, maintaining and repairing the Businesses Sign shall be allocated between the Owners of the Lots in accordance with the terms of Section 7 of this Declaration. The Owner of Lot 1 shall cause the installation of Business Sign to be completed within a reasonable time, not to exceed six (6) months from the date of the recordation of this Declaration.

Directional signage for Lot 4, Lot 5 and Lot 6 shall be provided by a common sign (the "**Directional Sign**") that is to be located within the Lot 2 Directional Signage Easement Area. The Directional Sign shall be substantially as shown on the Directional Sign Plan attached hereto as *Exhibit A* and said Directional Sign shall be subject to the approval of the Planning and Zoning Commission of the Town of Wilton. The expense of installing, maintaining and repairing the Directional Sign shall be allocated between the Owners of the Lots in accordance with the terms of Section 7 of this Declaration. The Owner of Lot 1 shall cause the installation of Directional Sign to be completed within a reasonable time, not to exceed six (6) months from the date of the recordation of this Declaration.

## **ALLOCATION OF CERTAIN EXPENSES BETWEEN OWNERS**

The Owner of Lot 1 shall be responsible for the cost and expense of operating, maintaining, repairing and replacing the Business Sign and the Directional Sign.

The Owners of certain of the Lots shall be proportionately responsible for the cost and expense of operating, maintaining, repairing and replacing the Common Driveway in accordance with the following percentages based upon an approved parking plan for each Lot, as shown on Exhibit B attached hereto and made a part hereof, which may be amended by the parties in writing from time to time. Should any Owner increase or desire to increase the parking



spaces on such Owner's Lot beyond that reflected on Exhibit B of this Declaration, the parties shall amend this Declaration to reflect such increase and, in connection with such amendment, reasonably adjust the allocation of maintenance costs set forth below, based upon the overall effect of such modified or amended parking plan on the overall use of the Common Driveway:

<u>Lot</u>	<u>Proportionate Responsibility</u>
Lot 1	63.17%
Lot 2	10.26%
Lot 5	1.17%
Lot 6	10.02%
BHT Lot	<u>15.38%</u>
Total:	100%

The Owner of the BHT Lot shall be obligated to commence paying its share of the foregoing costs upon the earlier to occur of (such earlier date being the "BHT First Use Date") (i) the date the BHT Lot is connected to the Lot 1 Driveway Easement Area and/or the Lot 2 Driveway Easement Area; and (ii) the first use of the Lot 1 Driveway Easement Area and/or the Lot 2 Driveway Easement Area to provide vehicular access to the BHT Lot. The Owner of Lot 5 shall be obligated to commence paying its share of the foregoing costs upon the earlier to occur of (i) the BHT First Use Date; and (ii) the conveyance of Lot 5 from BHT to any other person or party. Prior to the time that Owner or Owners of Lot 5 and the BHT Lot, respectively, are obligated to commence paying a share of the foregoing costs, the other Lot Owners shall each pay a proportionate share of the costs equal to the fraction the numerator of which is the percentage set forth next to its Lot(s) above and the denominator of which is the percentage share of all of the Lots excluding Lot 6 and/or the BHT Lot, as applicable. Declarant and Owners, their heirs, successors, assigns and tenants, shall not oppose the BHT Lot Owner in any of its future applications, plans and attempts to obtain approval from any governmental authority to the extent such applications, plans, or attempts relate to the connection of the BHT Lot to the Lot 1 Driveway Easement Area. The BHT Lot Owner will share any such plans with the Declarants and Owners prior to making any such application. Any such connection by BHT Lot Owner, including the preparation of plans, securing local, state or other approvals, and construction of such connection by BHT Lot Owner to Lot 1 Driveway Easement Area, shall be at the sole cost and expense of BHT Lot Owner. BHT Lot Owner shall not have any right to change the size or configuration of the Lot 1 Driveway Easement Area or the road constructed therein.

#### **THIS DECLARATION NOT A DEDICATION TO PUBLIC**

Nothing herein contained shall be construed to constitute a gift or dedication of the Lot 1 or Lot 2 or any part thereof to the general public or for use by the general public or for any public purpose. The general public may use or traverse any part of a Lot 1 or Lot 2 (other than pursuant to express right or dedication evidenced by recorded map or deed or written agreement) only by permission of the Owner of Lot 1 or Lot 2 and subject to the control of such Owners.



### **NEGATION OF PARTNERSHIP**

None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third-party beneficiary rights as to any person who is not Declarant or an Owner unless herein so provided.

### **NON-MERGER**

The covenants, conditions, restrictions, easements and reciprocal easements established by this Declaration and the terms and provisions contained in this Declaration shall not be deemed or construed to merge in Declarant fee simple title to the Lots. This Declaration grants mutual and reciprocal rights to, between and among the Lots and the Owners of the Lots to the same extent as if this Declaration had been executed by all subsequent Owners of the Lots in order to more appropriately and conveniently impose the general plan and scheme of development for access and utilities to the Lots upon each of the respective Lots and their Owners and all future parties to this Declaration.

### **BREACH SHALL NOT PERMIT TERMINATION**

No breach of this Declaration shall entitle any current or future Owner of any Lot to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner or any tenant may have hereunder by reason of any breach of this Declaration.

### **MORTGAGES**

No breach of any of the covenants, conditions, restrictions or easements or the enforcement of any lien provisions herein set forth shall defeat or render invalid any mortgage of any Lot made in good faith and for value, and such mortgage shall survive foreclosure of any lien created by this Declaration. Notwithstanding the foregoing, this Declaration shall be senior to the lien of any mortgage or deed of trust recorded on or after the date this Declaration is recorded, and all of the covenants, conditions, restrictions and easements contained herein shall survive and be binding upon and effective against any Owner whose interest in any Lot is derived through foreclosure or trustee's sale, or otherwise.

### **SEVERABILITY**

If any part of this Declaration shall be determined by a court of competent jurisdiction to be illegal or void for any reason, the remaining parts thereof shall remain in full force and effect.

### **ENFORCEMENT AND REMEDIES**

If any Owner of a Lot or any portion of, or of any interest in, a Lot shall, during the term of this Declaration, default in the full and faithful performance of any obligation on such Owner's part to be performed, then the Owner of the other Lot or any portion of, or of any



interest in, the other Lot, in addition to all remedies such Owner may have at law or in equity, shall have the right to perform such obligation on behalf of such defaulting Owner and to be reimbursed by such defaulting Owner for the cost thereof, together with interest at the maximum rate allowed by law. Any such claim for reimbursement, together with all such interest accrued, shall be a secured right, and a lien therefor shall attach to all such Lots and improvements thereon owned by the defaulting party.

### APPROVALS

Whenever the consent or approval of any Owner is required for the performance of obligations set forth herein, such consent or approval shall not be unreasonably withheld and notice of such consent or approval, or a statement of specific grounds for disapproval, shall be delivered promptly to the party requesting such consent or approval. Unless provision is made for a specific time period, consent or approval shall be given or denied within thirty (30) days of the receipt of the request therefore, and if not given or denied within said thirty (30) day period, such consent or approval will be deemed to have been given. Each of the Lots shall have one vote, notwithstanding the fact that one Lot may be owned by more than one individual or entity. All votes shall be determined by a majority of the number of Lots for which votes are cast. If the Owners of a Lot fail to agree on any matter for which a vote is required, the Lot shall have no vote on the matter in question. In the event that a majority vote cannot be reached on a matter for which a consent or approval is required, the Owners agree to submit the matter to binding arbitration in accordance with the Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The decision rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Every authorization, consent, approval, waiver, statement or other communication upon which a party hereto desires to rely concerning the subject matter of this Declaration shall be in writing and shall be sent either (a) by hand; (b) by registered or certified mail, postage prepaid, return receipt requested or (c) by express mail or reputable overnight courier service, and shall be deemed delivered on the date of delivery in the case of subparagraph (a) above, three (3) business days after the date postmarked in the case of subparagraph (b) above or on the business day following delivery in the case of subparagraph (c) above, and shall be addressed as follows:

If to CH:

CH Danbury Road Associates, LLC  
c/o Cambridge Hanover  
65 Locust Avenue, Suite 200  
New Canaan, CT 06840

If to CH 241:

CH 241 Danbury Road Associates, LLC  
c/o Cambridge Hanover  
65 Locust Avenue, Suite 200  
New Canaan, CT 06840

If to Osman:

Osman Wilton, LLC  
c/o Cambridge Hanover



65 Locust Avenue, Suite 200  
New Canaan, CT 06840

If to any future Owner: To the address of such Owner delivered and maintained hereunder.

### **INDEMNIFICATION**

To the extent not prohibited by law and as consideration for the easements granted herein, each Owner ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Owners and any tenant, occupant, invitee or guest of the other Owners' Lots (collectively, the "**Indemnified Party**") for, from and against any and all claims, demands, liabilities, expenses, actions, damages and obligations (including court costs and reasonable attorneys' fees) (collectively, "**Claims**"), which may be incurred by or asserted against the Indemnified Party arising out of the negligent acts or omissions of the Indemnifying Party or its tenants, occupants, invitees or guests on or about any Easement Area and the Indemnified Party's Lots; provided that the Indemnifying Party shall not indemnify, defend, and hold the Indemnified Party harmless for, from and against any Claims caused by the negligent acts or omissions of the Indemnified Party.

### **INSURANCE**

Each Owner shall maintain a policy of commercial general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, against loss or damage by any and all Claims for bodily injury and property damage arising on or about any Easement Area by the acts or omissions of such Owner or its tenants, occupants, invitees or guests. Upon written demand from any Owner to any other Owner, such other Owner shall provide to the requesting Owner a certificate of insurance evidencing that the insurance required under this paragraph is then in place.

### **MISCELLANEOUS**

The captions at the beginning of each paragraph of this Declaration are not part of and do not define, limit, amplify, change, or alter any term, covenant, or condition of this Declaration.

For the purposes of this Declaration, the neuter gender includes a feminine or masculine, and the singular number includes the plural, and the word person includes corporation, partnership, firm, or association whenever the context so requires.

The terms, covenants, provisions and conditions of this Declaration shall be effective as of the date hereof and shall continue in full force and effect until a date agreed upon by a majority of the Owners of the Lots. Unless such an agreement is reached, the terms, covenants, provisions and conditions of this Declaration shall continue in perpetuity. Notwithstanding the provisions of this paragraph 16.3 to the contrary, any such agreement shall not impair or eliminate an Owners right to use of the Easement Areas as set forth in Section 3 of this Declaration.



All of the Owners of the Lots shall, and shall cause each tenant of any Lot in which such Owners own an interest, to conduct their use and occupancy of the Lots in compliance with the terms of this Declaration.

This Declaration shall not be amended after its recordation without the written approval of a majority of the Owners of the Lots with the exception that Declarant reserves the right to amend the Declaration to correct any errors therein for so long as Declarant owns a Lot or Lots. Any amendments shall be recorded in the Wilton Land Records. Notwithstanding the provisions of this paragraph 16.5 to the contrary, any such agreement shall not impair or eliminate an Owners right to use of the Easement Areas as set forth in Section 3 of this Declaration.

This Declaration shall be construed and governed by the laws of the State of Connecticut.

This Declaration is and shall be binding upon and shall inure to the benefit of Declarant and their heirs, executors, administrators, successors and assigns, and shall run with the land.

#### **CONSENT OF MORTGAGES**

Easthampton and Patriot (together, the "Mortgagees") each join in the execution hereof to subordinate their respective Mortgage to the provisions of the Amended and Restated Declaration.



IN WITNESS WHEREOF, Declarant has executed this Declaration as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

**SIGNED, SEALED AND DELIVERED IN THE  
PRESENCE OF:**

**DECLARANTS:**

**CH DANBURY ROAD ASSOCIATES, LLC,**  
a Connecticut limited liability company

By: CH 249 DANBURY ROAD MANAGEMENT,  
LLC, a Connecticut limited liability company,  
its Manager

By: \_\_\_\_\_  
Jonathan P. Garrity  
President

**CH 241 DANBURY ROAD ASSOCIATES, LLC**  
a Connecticut limited liability company

By: CH 249 DANBURY ROAD  
MANAGEMENT, LLC, a Connecticut  
limited liability company, its Manager

By: \_\_\_\_\_  
Jonathan P. Garrity  
President

**OSMAN WILTON, LLC**  
a Connecticut limited liability company

By: CH 249 DANBURY ROAD  
MANAGEMENT, LLC, a Connecticut  
limited liability company, its Manager

By: \_\_\_\_\_  
Jonathan P. Garrity  
President



**GRANTEES:**

**BHT REALTY, LLC**

a Connecticut limited liability company

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**FIRST WHITE BIRCH REALTY, LLC**

a Connecticut limited liability company

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**MORTGAGEES:**

EASTHAMPTON SAVINGS BANK

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PATRIOT NATIONAL BANK

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF CONNECTICUT)

) ss.: Town of New Canaan

COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Jonathan P. Garrity, President of CH 249 Danbury Road Management, LLC, a manager managed limited liability company, Manager of CH Danbury Road Associates, LLC, a manager managed limited liability company, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed as said President.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

STATE OF CONNECTICUT)

) ss.: Town of New Canaan

COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Jonathan P. Garrity, President of CH 249 Danbury Road Management, LLC, a manager managed limited liability company, Manager of CH 241 Danbury Road Associates, LLC, LLC, a manager managed limited liability company, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed as said President.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:



STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD )

) ss.: Town of New Canaan  
)

On this the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Jonathan P. Garrity, President of CH 249 Danbury Road Management, LLC, a manager managed limited liability company, Manager of Osman Wilton, LLC, a manager managed limited liability company, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed as said President.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD )

) ss.: Town of  
)

On this the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of BHT Realty, LLC, a Connecticut limited liability company, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed as said \_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:



STATE OF CONNECTICUT       )  
  )  
COUNTY OF FAIRFIELD       )       ss.: Town of

On this the \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of First White Birch Realty, LLC, a \_\_\_\_\_ limited liability company, signer and sealer of the foregoing instrument, who acknowledged the execution of the same to be his free act and deed as said \_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Easthampton Savings Bank, a \_\_\_\_\_, on its behalf. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Patriot National Bank, a \_\_\_\_\_, on its behalf. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_



**EXHIBIT A**

**Businesses Sign and Directional Sign Plan**



**EXHIBIT B**

**Parking Plan for Each Lot**

4816-3299-4410



**EXHIBIT E**  
to Real Estate Purchase Agreement

Form of Quit Claim Deed

Record and return to:  
Gregory and Adams, P.C.  
190 Old Ridgefield Road  
Wilton, CT 06897

**QUITCLAIM DEED**

**BHT REALTY, LLC**, a Connecticut limited liability company, having an office in the Town of Wilton, County of Fairfield and State of Connecticut (the "Grantor") for no consideration paid, grant to **CH DANBURY ROAD ASSOCIATES, LLC**, a limited liability company, having an office in the Town of New Canaan, County of Fairfield and State of Connecticut, **CH241 DANBURY ROAD ASSOCIATES, LLC**, a Connecticut limited liability company, having an office in the Town of New Canaan, County of Fairfield and State of Connecticut and **OSMAN WILTON, LLC**, a limited liability company, having an office in the Town of New Canaan, County of Fairfield and State of Connecticut (collectively the "Grantees"), **WITH QUITCLAIM COVENANTS**

**ALL THOSE CERTAIN** pieces, parcels or tracts of land, with the improvements thereon, situated in the Town of Wilton, County of Fairfield and State of Connecticut and being shown and designated as ""Cricket Lane Private R.O.W." ("Cricket Lane") on that certain map entitled "Easement Map Depicting Signage, Parking and Revised R.O.W. Easements Prepared For Cambridge Hanover" by Shevlin Land Surveying, LLC dated December 3, 2016 and last revised April 19, 2017, which map is on file in the office of the Clerk of the Town of Wilton as map #5890; and "Lot 1 – 4.649± acres" ("Lot 1") and "Lot 2 – 1.305± acres" ("Lot 2") on that certain map entitled "Data Accumulation Plan Depicting Lot Line Revision Prepared for Cambridge Hanover" by Shevlin Land Surveying, LLC dated January 12, 2016 and updated on December 1, 2016; which map is on file in the office of the Clerk of the Town of Wilton as map number 5883.

**MEANING AND INTENDING** to relinquish any and all rights which the Grantor has in and to said Cricket Lane, Lot 1 and Lot 2, to the Grantees.

**SIGNATURE PAGES TO FOLLOW**



Signed this      day of December, 2017.

Witnessed by:

**BHT REALTY, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Its  
Duly Authorized

\_\_\_\_\_

State of Connecticut    )

) ss:

December      , 2018

County of Fairfield    )

Personally appeared **BHT REALTY, LLC**, a member managed/manager managed [select one] limited liability company, acting herein by \_\_\_\_\_, its \_\_\_\_\_, duly authorized signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such \_\_\_\_\_ before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My commission expires:



**Seller Proposed Dumpster and Turnaround Easement Areas**

