NOVEMBER 1999

VOL 1200 PG 163

55206

EXECUTORS' DEED

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

KNOW YE, that **ROBERT A. SLAVITT** of the City of Norwalk, County of Fairfield and State of Connecticut, Executor under the Will of **ELIZABETH R. AMBLER,** deceased, and **ROBERT A. SLAVITT and GEORGE A. VARDAMIS,** Co-Executors under the Will of **ANNA S. AMBLER,** deceased, both late of the Town of Wilton, County of Fairfield and State of Connecticut (hereinafter called *"GRANTOR"*) by virtue of the authority contained in the Will of said deceased, and in consideration of the sum of TWO MILLION SIX HUNDRED THOUSAND ($2,600,000.00) DOLLARS, received to its full satisfaction of **TOWN OF WILTON,** having an address of 238 Danbury Road, Wilton, CT 06897, (hereinafter called *"GRANTEE"*) does give, grant, bargain, sell and confirm unto the said **TOWN OF WILTON** and unto its successors and assigns forever, all the right, title, interest, claim and demand which the said **ELIZABETH R. AMBLER and ANNA S. AMBLER** each had at the time of her decease, in and to the property described in Schedule A attached hereto and made a part hereof.

To Have and to Hold the above granted and bargained premises with the appurtenances thereof, unto it, the said Grantee, and unto its successors and assigns and their own proper use and behoof. And the said Grantors do hereby covenant with the said Grantee and with its, successors and assigns that they have full power and authority, as Executors aforesaid, to grant and convey the above described premises in manner and form aforesaid and for themselves and their heirs, executors, administrators, do further covenant to warrant and defend the same to it, the said Grantee, its, successors and assigns, against the claims of any person or persons whomsoever, claiming by, from or under them as Executors aforesaid.

"No Conveyance Tax Collected

Joan Allande Venter

Town Clerk of Wilton"

Exempt

IN WITNESS WHEREOF, the Grantor, as such Executor, has hereunto set his hand and seal this 18th day of November, 1999

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

ESTATE OF ELIZABETH R. AMBLER

Kathleen L. Richards
Kathleen L. Richards

Patricia M. Caffrey
Patricia M. Caffrey

BY: ROBERT A. SLAVITT, EXECUTOR (L.S.)

ESTATE OF ANNA S. AMBLER

Kathleen L. Richards
Kathleen L. Richards

Patricia M. Caffrey
Patricia M. Caffrey

BY: ROBERT A. SLAVITT, CO-EXECUTOR (L.S.)

Michael P. Sweeney
Michael P. Sweeney

Antoinette Vardamis
Antoinette Vardamis

GEORGE A. VARDAMIS, CO-EXECUTOR (L.S.)

STATE OF CONNECTICUT)
) SS. NORWALK **NOVEMBER 18, 1999**
COUNTY OF FAIRFIELD)

Personally appeared, **Robert A. Slavitt, Executor**, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in the capacities aforesaid, before me.

Michael P. Sweeney
COMMISSIONER OF THE SUPERIOR COURT
~~**NOTARY PUBLIC**~~

STATE OF CONNECTICUT)
) SS. NORWALK NOVEMBER 18, 1999
COUNTY OF FAIRFIELD)

Personally appeared **George A. Vardamis, Executor**, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed in the capacity aforesaid, before me.

Michael P. Sweeney
COMMISSIONER OF THE SUPERIOR COURT
~~NOTARY PUBLIC~~

LATEST ADDRESS OF GRANTEE:

NO. AND STREET: 238 DANBURY ROAD
CITY: WILTON
STATE: CT ZIP: 06897

108-C:\CLOSINGS\AMBLER-TOWN-WILTON-EXECUTORDEED.WPD

SCHEDULE A

ALL THAT CERTAIN tract or parcel of land, together with the buildings and improvements thereon, situated in the Town of Wilton, County of Fairfield, State of Connecticut, and consisting of approximately 22 acres±, as more particularly described as Lot B-5 (remainder) on a certain map entitled "Subdivision Prepared for the Estate of Anna S. Ambler and the Estate of Elizabeth R. Ambler, Wilton, Connecticut, Scale: 1' = 100 feet, June 17, 1999" Ryan & Faulds, LLC, Land Surveyors, Wilton, Connecticut, and certified substantially correct by Russell G. Faulds, Land Surveyor, Conn. Lic. No. 5546, filed with the Wilton Town Clerk as Map No. 5202.

Said premises are conveyed together with the right of the Grantee to enforce those restrictions, and no other restrictions, upon Lots B-1, B-2, B-3, and B-4 on said Map as set forth in the deed of conveyance of said Lots by Grantor.

Together with rights of the Grantor as Lessor to enforce certain rights with respect to that certain Lease between Grantor and Rolling Hills Country Club, Inc., as more particularly described in an Assignment recorded simultaneously herewith.

Grantor expressly reserves and retains the right and title, in and to, in perpetuity, any personal property of Grantor or their predecessors, whether classified as valuables or otherwise, secreted or placed beneath floors, behind walls or above ceilings, or placed beneath ground in subsurface caches, all of which personalty is, and remains in the sole and separate title and ownership of the Grantor and its successors and assigns. Grantor and Grantee, for themselves and their successors and assigns, agree that any personalty so discovered shall be deemed, presumptively, to be property of Grantors or their predecessors in chain of testate or intestate predecession.

Said premises are conveyed subject to:

1. Taxes, if any, of the Town of Wilton next after the date of closing, accruing or becoming due and payable;

2. Limitations of use imposed by governmental authority;

3. Those Restrictions and Limitations, including the Right of Reverter, as hereinafter described:

> The premises conveyed to the Grantee are conveyed subject to and encumbered by both the affirmative and negative covenants hereinafter described. Said covenants shall be enforceable by the Grantor and its successors and assigns including particularly, but not by way of limitation, the Trustees and the Trust established and created under the Last Will and Testament of Elizabeth R. Ambler as said instrument is on file in the Probate Court in the City of Norwalk. Said covenants shall further be enforceable, subject however to the rights of release and/or modification hereinafter described, by the Wilton Historical Society, a non-profit corporation chartered under the laws of the State of Connecticut and having its office and principal place of business presently at 249 Danbury Road, Wilton, Connecticut or its corporate successor created for the self-same purpose of historical preservation as may be designated by said Wilton Historical Society.
>
> As defined upon the Map, there are certain portions of the conveyed land defined by letter as Parcels A, B and C. Such designations do not create a subdivision and do not in any manner create the conveyed parcel as less than a whole single parcel. Said designations, however, are utilized for convenience in interpreting and enforcing these

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restrictive covenants. A copy of said Definitional Map is attached hereto and made a part hereof. Except for the Southerly line and minimum two (2) acres requirement of Parcel B., the shape of Parcel B is not directional.

AS TO PARCEL A AND THE BUILDING AND IMPROVEMENTS THEREON: Said Parcels may be utilized only as herein defined open space or as a farm area dedicated to the preservation of the agricultural heritage of the Town of Wilton. The uses shall be restricted to, and the Grantee shall affirmatively use and apply the premises for the purpose of garden plots, pastures, husbanded rural landscaping, rural arts, crafts, environmental education, historic education or museum or quasi museum purposes and administrative offices solely for the aforementioned uses. The original portion of the main Victorian house (exclusive of the attached rear areas), the white barn and the red barn as identified on said Parcel must be preserved in their current condition and brought up to satisfactory code for uses as aforedescribed. If said buildings are substantially damaged by fire or other casualty, the Grantee must rebuild said buildings in their approximate current location and size, architecture and style as examples of a 19th century Victorian residence and outbuildings. The Grantee shall affirmatively maintain the pastured portion of said Parcel A at least to a minimum of productive and maintained hay fields and for such other agricultural uses as it may deem appropriate from time to time.

RESTRICTIONS UPON PARCEL B: The building on the land and the land designated as Parcel B may be leased or sold as a private residence only or may be used for municipal purposes consistent with its present architectural design and structure or may be demolished at the discretion of the Town. If the building upon said Parcel is demolished, the Town or a Grantee third party may rebuild a replacement building thereon subject to the conditions set forth in those Restrictive Covenants recorded in the Wilton Land Records with respect to Parcels B-1, B-2, B-3 and B-4 on land of the Grantor adjoining and abutting the subject premises to the south and fronting upon Skunk Lane which Map bears file number 5202 in the Wilton Land Records, which restrictions and encumbrances and limitations are expressly imposed upon said Parcel B for re-use or reconstruction of a residential structure on said Parcel B to the same extent and limits as imposed on said Parcels B-1,B-2, B-3 and B-4.

PARCEL C: Land identified on said Map as Parcel C may be used for municipal purposes including but not limited to playing fields and a portion thereof as designated may be utilized as a parking area. In the event that the Grantee desires to use the aforesaid Parcel C for a municipal purpose other than as open space, the Grantee or its successors and assigns will provide adequate screening and landscaping between the land identified as Parcel C and the land identified as Parcel B so as to minimize the visual and auditory impact of any use upon Parcel C and its impact upon the historic character of the land and buildings on the land identified as Parcel A and B.

LIMITATIONS, MODIFICATIONS AND/OR RELEASE OF COVENANTS RELATING TO PARCEL A: In the event that the Trustees heretofore designated of that certain Trust created under the Last Will and Testament of Elizabeth R. Ambler shall in any

calendar annual year period allocate a sum to the Town of Wilton, the Wilton Historical Society or others chargeable with maintaining and preserving the restricted use upon said Parcel A, for the purpose of contributing to the cost of preserving the historical character of the buildings situated on said Parcel A, which sum the Town deems inadequate for the maintenance and preservation of the historic character of said buildings, exclusive of the initial capital required or initial conforming of said buildings to safety and code requirements, and as a result of such failure to so contribute, the Town desires to eliminate the restrictions herein described upon said Parcel A, the Town shall give Notice of that intent to the Trustees or other successors of the rights of the Trustees as created in said Will, and to the Wilton Historical Society or its successors of such intent. Thereafter, the Trustees or their successors shall have the right to reacquire the land and buildings consisting of Parcel A or in the alternative, to make a charitable bequest to the Town or to the parties charged with the historical preservation of said buildings in an amount sufficient to cause the Town or its successors to withdraw their request to eliminate restrictions. The reconveyance price shall be seventy percent (70%) of fair market value as hereinafter determined.

If the Trust chooses to reacquire the aforesaid land and buildings as a result of the giving of said Notice, it shall so notify the Town and the parties will commence ascertainment of the reacquisition price. If within thirty (30) days next after the giving of said Notice of intent to reacquire given by the Trustees to the Town, the parties are unable to establish the fair market value for purposes of ascertaining the reacquisition price, they shall within ten (10) days next thereafter each notify the other of the name and address of a licensed and qualified appraiser with knowledge and experience in property values in Fairfield County, Connecticut and particularly within the Town of Wilton. Said appraisers shall promptly meet and endeavor, within sixty (60) days next after the exchange of their identities, to determine a fair market value. If the said two selected appraisers are unable to determine the fair market value within said sixty (60) day period, they shall select a third appraiser being a licensed and qualified appraiser with knowledge and experience of property values in Fairfield County, Connecticut and particularly within the Town of Wilton. Said third appraiser shall be selected within ninety (90) days of the selection of the initial appraisers and the three appraisers shall thereafter meet and within thirty (30) days next thereafter determine by a vote of at least two of said appraisers, the fair market value of said premises.

If, at any time, due to the failure of appraisers to respond or act in the necessary number and amount to establish fair market value prior to the expiration of the last day for ascertaining same, or if the two appraisers are unable to agree upon a third appraiser, any party hereto or their successors may apply to the Superior Court for the Judicial District of Stamford/Norwalk at Stamford for the selection of any given number of appraisers necessary to complete the appraisal process and for orders of the Court directing said appraisers to carry out their appraisal process and report the result thereof to the Court and the Court shall as a result thereof, determine fair market value for determining the reacquisition price. In the event that the parties are

obliged to resort to the Superior Court for determination of the fair market value, said proceeding shall be conducted in accordance with the rules for civil procedure for the conduct of a civil trial and the parties do hereby for themselves and their successors and assigns expressly waive any right to appeal from the decision of said Court and said decision shall be binding upon the parties.

If the Trust does not exercise its right to reacquire the subject Parcel A property as hereinbefore set out, then the right to reacquire the property shall forever expire, and the restrictions thereon shall cease and terminate.

CLOSING: Closing of title upon any sale to be conducted pursuant to the provisions hereof as between the parties on a reacquisition shall occur 180 days next after the ascertainment of the final fair market value for purposes of determining the reacquisition price and said closing shall be held at the Town Hall of the Town of Wilton in such place or places as the Selectman shall determine for such purpose.

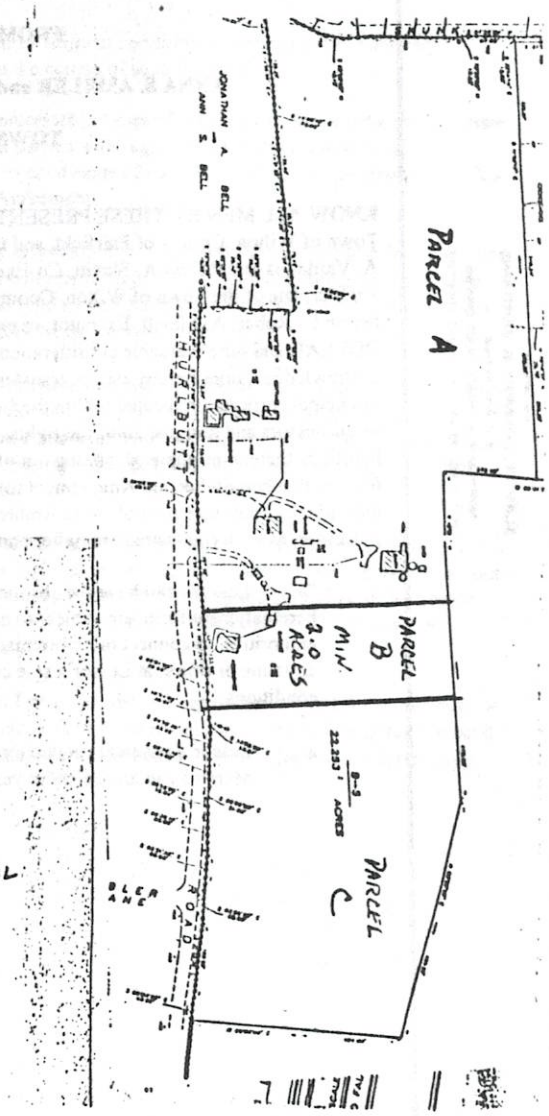
Upon any such reconveyance to the Trust, all of the foregoing restrictions shall cease and terminate.

MODIFICATION OR RELEASE: The Trustees designated in said Will or their successors and assigns reserve the right at any time to release or discharge any or all of the restrictions imposed hereby and with the consent of the Town of Wilton and the Wilton Historical Society reserve the right to modify any or all of the foregoing restrictions. In the event that the Trustees shall determine to release said restrictions, they shall obtain the consent of the Wilton Historical Society hereto denominated or its designated successor, which consent shall not be unreasonably withheld.

MEANING AND INTENT: It is the intent of these restrictions that they be deemed covenants running with the land and shall bind the Grantee, its successors and assigns and all other persons and parties claiming by or through the Grantee herein. It is the purpose and intent of this Declaration of Restrictions to assure the preservation of the rural and agricultural character of the land and the buildings designated and to restore and preserve to such degree as is possible, the original architectural character, detail and use of the land and the buildings but to permit such modernization of the interior or structure thereof as to allow them to be continued and maintained for public use buildings for the purposes herein defined and limited while maintaining the traditional architectural quality of the early buildings and the original uses of the land, to wit; agricultural. To further this purpose, Parcel A is further restricted so that no new construction of any kind or nature shall be permitted on either Parcel except to replace structures damaged or destroyed by casualty or required to be demolished by reason of their state of deterioration as and of the present time. This prohibition against new construction shall not apply to fencing or the construction of walls for the purpose of creating or preserving pasturage to carry out the intent and purpose of these restrictions or for purposes of safety of the buildings and/or of persons visiting said buildings.

RESOLUTION OF DISPUTES: Except for the ascertainment of fair market value under the circumstances aforedescribed, any and all other disputes by and between the parties or requests for interpretation of the provisions of this Declaration, shall be resolved between the parties solely pursuant to arbitration as from time to time defined by the statute laws of the State of Connecticut relating to the arbitration of private disputes and the parties agree to be bound by the award of such arbitrators and to waive any rights of appeal to the Courts from such award. The arbitrator shall be empowered to determine the scope of the matter submitted to them for arbitration and the ascertainment of costs as between the parties including but not limited to reasonable attorney's fees as a part of their award. All such arbitration proceedings shall be conducted within the geographical limits of the Town of Wilton.

108-C \closings\Ambler-Town-Wilton Schedule-A



DEFINITIONAL MAP

Received for Record November 18, 1999 at 11:45 A.M. Attest Joan Maude Veuter
Town Clerk.

NOVEMBER 1999

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"No Conveyance Tax Collected

Joan Illaude Venties

Town Clerk of Wilton"

Exempt