



**WESTPORT**

**TOWN OF WESTPORT  
REPRESENTATIVE TOWN MEETING  
RTM PLANNING & ZONING COMMITTEE AND ENVIRONMENT  
COMMITTEE PACKET  
FEBRUARY 11, 2025  
07:00 PM**



# RTM PLANNING & ZONING COMMITTEE AND ENVIRONMENT COMMITTEE AGENDA

FEBRUARY 11, 2025  
07:00 PM

## 1. Review of the Old Mill Pond walkway, gate and properties

- Attachment: [Borden v. Westport 1926.pdf](#)
- Attachment: [CT Supreme Court - Borden v Town of Westport 1930 KSW.pdf](#)
- Attachment: [Chapel St 2 Woodmont Milford Google 2024-08.jpg](#)
- Attachment: [Compo Mill Cove Westport ST49779 Association Search .pdf](#)
- Attachment: [Compo Mill JJ info.pdf](#)
- Attachment: [Deed and Map Transferring Tide Gates to Town 1935.pdf](#)
- Attachment: [GIS of Driftway.pdf](#)
- Attachment: [GIS Screen Shot Showing Location of Locked Gate.pdf](#)
- Attachment: [LAW Mihalcz v Woodmont 1978.pdf](#)
- Attachment: [Map 91B Showing Driftway 1908.pdf](#)
- Attachment: [Michelle Perillie E-Mail - Mill Pond Walkway.msg](#)
- Attachment: [Milford Decision re No Public Rights in Private Walkway - 175 Conn 535 1978 .pdf](#)
- Attachment: [Old Mill Rd Tidegates NEARMAPS 2024-03-22.jpg](#)
- Attachment: [Old Mill Rd Tidegates NEARMAPS 2024-10-06 01.jpg](#)
- Attachment: [Old Mill Rd Tidegates NEARMAPS 2024-10-06 02.jpg](#)
- Attachment: [Old Mill Tide Gates 1934 Aerial.jpg](#)
- Attachment: [Old Mill Tide Gates 1974 Aerial Infrared Photo.jpg](#)
- Attachment: [RTM June 1990.pdf](#)
- Attachment: [S Compo Cove Garage Owners Vision Appraisal 2024-12-17.pdf](#)
- Attachment: [S Old Mill Rd 29 31 35 Garage Driftway 2024-12-19 DEEDS.pdf](#)
- Attachment: [S Old Mill Rd 29 31 35 Garage Driftway 2024-12-19 MAPS.pdf](#)
- Attachment: [S Old Mill Rd 38 40 Lots 71 96 Tide Gates 2024-12-27 DEEDS.pdf](#)
- Attachment: [S Old Mill Rd 38 40 Lots 71 96 Tide Gates 2024-12-27 MAPS.pdf](#)
- Attachment: [S Old Mill Rd Tide Gates Compo Mill Cove Properties 2025-01-22.pdf](#)
- Attachment: [V 45 P 263-264-265 Coleburn to Compo Cove Park Assoc Inc 1925.pdf](#)
- Attachment: [2025.02.05-Ltr to the RTM P Z sub-committee.pdf](#)

Supreme Court of Connecticut Third Judicial District, Bridgeport, April Term, 1926

### Borden v. Westport

105 Conn. 139 (Conn. 1926) · 134 A. 303  
Decided Oct 18, 1926

Declarations as to the location of ancient boundaries are hearsay and are not admissible in evidence unless it appears: (1) that the declarant is dead, (2) that he would be qualified as a witness to testify if present and especially that he had peculiar means of knowing the boundary, (3) that the statement was made before the controversy in suit arose, and (4) that he had no interest to misrepresent the truth in making the declaration. In the present action to quiet title, one of the defendant's witnesses was permitted to repeat what had been declared to him concerning the disputed western boundary of the property by his

140 \*140 deceased father who had previously conveyed to a grantee in the plaintiff's chain of title a half interest therein by warranty deed; and the trial court in rendering judgment for the defendant, established the western boundary in exact accordance with this declaration — a conclusion which could not reasonably have been drawn from any other evidence in the case. It appeared that if the bound were located as claimed by the plaintiff, the area of the land would be 2.47 acres, whereas the statement of the deceased restricted the quantity to 1.34 acres. *Held* that the admission of the declaration was erroneous, since so far from indicating a lack of interest on the part of the declarant to misrepresent the truth, it obviously was self-serving in character in that it tended to limit his obligation under his covenants of warranty by diminishing the acreage of land covered by his deed; and that the judgment as rendered, being supported by no other evidence, must be reversed.

Argued April 16th, 1926

Decided October 18th, 1926.

ACTION to quiet and settle the plaintiff's title to a certain tract of land in the town of Westport, brought to the Superior Court in Fairfield County and tried to the court, *Nickerson, J.*; judgment rendered for the plaintiff as to a part only of said tract, from which he appealed. *Error and new trial ordered.*

*Warren F. Cressy*, for the appellant (plaintiff).

*Raymond E. Baldwin*, for the appellees (defendants).

HAINES, J.

The plaintiff claims title in fee to certain real estate on the shore of Long Island Sound at Compo Beach, so-called, in what is now the town of Westport, and doubt being raised as to the extent of his ownership, he brought this action to quiet title. Upon the application of the Attorney General, the State of Connecticut was made a party defendant with the town of Westport, and in their respective answers, the defendants each claim ownership of the land in dispute, and deny

141 that the plaintiff has title. \*141

The land in question is part of a larger tract which lies between Compo Pond, so-called, and Long Island Sound. The western boundary of this larger tract is a public highway known as the Hills Point Road, running nearly north from Long Island Sound past the large tract and past the west end of Compo Pond.

On the east, this large tract is bounded by water, being a portion of the pond and a projection or inlet of Long Island Sound and channels or streams which form the outlet and inlet of Compo Pond. The pond is at such a level that it is open to the ebb and flow of the tide through these channels or inlets, and this furnishes a potential water power, which was early recognized by the inhabitants of Fairfield.

On April 17th, 1705, the following vote was passed in a town meeting of the town of Fairfield: "Tho' Ockley of Westchester is desirous proposeth to erect a grist mill or grist mills upon Compo Creek within ye bounds of Fairfield. The Town do by vote grant liberty unto ye sd. Tho' Ockley to erect a grist mill or grist mills as aboved upon ye sd. Compo Creek upon conditions yt. he do att all Times indemnifie ye proprietors of ye meadow lying on sd. Compo Creek also on ye Creek Eastward of Gallups gap wth. reference unto wt. damage shall acruer to ye sd. meadow by virtue or reason of his erecting sd. mill or mills on sd. Compo Creek also on conditions yt. he sd. Ockley do accomplish ye building sd. mill or mills wth. in two years next after this date. Also he agreeing to such articles with ye following Committee wth. reference to ye whole of ye affair of ye mill or mills as to situation Terms of Grinding as to Tole everything else proper in ye premises with ye following Committee. Also ye Town do grant until him sd. Ockley one parcel of land att ye narrow of Compo Creek on ye west side to be unto him his  
<sup>142</sup> heirs so long as he or they shall <sup>\*142</sup> maintain a sufficient grist mill or mills on sd. Creek, such piece and quantity as ye following Committee shall lay out unto him not exceeding half an acre. The Town do appoint Impower Mr. Peter Burr, Sergt. Jos. Lockwood Sanll. Couch as a Committee to have full power to treat wth. sd. Ockley about ye premises for all things."

The following day, April 18th, 1705, this committee entered into the following agreement: "Whereas the Town of Fairfield have granted liberty to Thomas Oakley of Westchester to erect a

Grist Mill or mills upon Compow Creek within ye bounds of Fairfield upon Compow conditions mentioned in said Grant one whereof is he agreeing to such artickles with reference to said mill or mills as to situation and tolle and everything else proper to the premises, with us Peter Burr, Joseph Lockwood and Samuel Couch as A Committee appointed by the said Town for ye affair as may more full appear by the records of said Town bearing date April 17, 1705. Now know all men yt ye said Thomas Oakley hath agreed with us the above said committee and do hereby covenant, promise and bind himself and his suckessors in ye said mill or mills to secure all such grain as shall be brought to ye said mill or mills by any inhabitant or inhabitants of the said Town of Fairfield at all times and grind the same seasonably before he or they shall grind for a stranger; into good sufficient meal taking only a suitable part for tole and also to keep ye said mill or mills continually in good repairs after ye time mentioned in ye said grant for accomplishing the same or if ye said mill be at any time out of repair he or they shall as commonly may be repair the same againe or in case he or they faile thereof the said mill or mills or wt shall remain of ye same and ye dam and all other appurtenances of ye said mill or mills to be at ye command and cost of ye  
<sup>143</sup> said Town of Fairfield provided they will pay to him ye said Ockly or his suckessors in the said mill or mills the value thereof and it is to be understood that the stream is not to be accounted and appurtenance of the mill but in case of the failure above mentioned the stream to be free at ye said townes command. In confirmation whereof the said Thomas Oakly hath here-unto set his hand this 18 day of April, Anno dom; 1705.

Witnesses Thomas Ockly." Joseph Lockwood Peter Burr Samuel Couch."

This appears to have been the first individual transfer of any part of the large tract. The former bounds of the town of Fairfield and the Parish of Green's Farms included this entire property. The proprietors of the town of Fairfield acquired title

from the Indians in 1680. They also obtained a patent from the General Court on May 26th, 1685, and the General Court confirmed this patent in May, 1703. In 1855 Westport became a town, and this tract was included within its limits. By Special Act of the Legislature in 1907, a transfer was made to the town of Westport, of all undivided lands which originally belonged to the ancient proprietors of the town of Fairfield.

It appears that the mill was built by Oakley and put into operation. From that time to 1793 there were various conveyances of this mill property, but none of them mention the amount of land included within the site. In that year George Cable, who then owned the property, conveyed it to one Scribner, by the following description: "My grist mill near the above described premises with about an acre of land adjoining, bounded westerly <sup>144</sup> by the highway and on all other <sup>\*144</sup> parts by creek and beach together with all the streams and dams and other appurtenances belonging to said mill."

Substantially the same description is used in the various conveyances which follow the above. On May 14th, 1855, this mill property was conveyed by the then owners, Henry B. Sherwood and Daniel Sherwood, to the Stamford Manufacturing Company, the description being as follows: "All that certain piece or parcel of land in extent about one acre be the same more or less situated in Westport in said State and bounded Northerly by the Mill Pond, so-called, East by Long Island Sound and West by land lately owned by Abraham Sherwood, Francis Sherwood and Franklin Sherwood and by the said beach, with the Mill, Dams, Breakwater, Wharves and Water privileges attached thereto and situated thereon, being the same premises two undivided third parts of which were conveyed to the said parties hereto of the first part by Abraham Sherwood, Franklin and Francis Sherwood by deed dated the fourth day of March 1853 and recorded in the office of the

Town Clerk of Westport in Vol. 6 Page 261 with the appurtenances and all the estate, title and interest of the said parties of the first part herein."

The property came thence by mesne conveyances to Franklin Wayland Fellowes, and on March 25th, 1901, by a deed of the administratrix of his estate, Margaret M. Fellowes, it was conveyed to the plaintiff by the following description: "A certain piece or parcel of land with the buildings thereon, situated in the town of Westport, Fairfield County, State of Connecticut, in extent one acre, be the same more or less, and bounded Northerly by the Mill Pond, so-called, East by Long Island Sound and the beach thereof, South by said Long <sup>145</sup> Island Sound, and West by land now or <sup>\*145</sup> late of Abraham Sherwood, Francis Sherwood and Franklin Sherwood and by the said beach, with the mills, dams, breakwater, wharves and water privileges attached thereto, and situated thereon. Being the same premises conveyed to The Stamford Manufacturing Company by Daniel Sherwood and Henry B. Sherwood by a deed dated May 14th, 1855, and recorded in the public land records of the said Westport, in Book 7, on page 721, and by said The Stamford Manufacturing Company conveyed to the aforesaid Frank Wayland Fellowes by a deed dated July 20th, 1885, and recorded in the public land records of said Westport in Book 17, page 139."

From time immemorial there has been and still is a roadway, described in some of the early conveyances as a "drift-way, right-of-way or lane," running eastward from the Hills Point Road, at some distance south of the south shore of Compo Pond, to the mill building in question. A branch of this driftway or road begins at a point thereon, some little distance from the mill, and extends northeasterly to and across the end of the pond where the water is shallow. These roadways have been used by the public generally for a great number of years, for purposes of general travel.

That part of the large tract first referred to, which lies on the south shore of Compo Pond, east of the Hills Point Road, and bounded on the south by this driftway or road, was, many years ago, enclosed in part by stone walls, and one wall on the eastern boundary of this tract, extends southerly to or near the point where the branch driftway or road meets the main driftway or road to which reference is made above. The land west of this branch driftway or road, is now owned by various parties and several houses and other buildings stand thereon, most of them facing across this road, the open beach and Long Island Sound. It \*146 is conceded that this occupied tract is not involved in plaintiff's claim in this action.

The western end of that portion of the tract which lies south of the driftway or road contains another piece of land which was long ago enclosed in whole or in part by a wall. This is known as the Bumpus tract, and is not claimed by the plaintiff. All of the rest of the large tract which lies south of the driftway or road, is claimed by the plaintiff to be included within the description in his deed from the administratrix of the estate of Franklin Wayland Fellowes above referred to. This results from the interpretation which he puts upon the description in the deed, of the western boundary line of the property conveyed to him. The defendants, on the other hand, contend that the description in the deed puts the western boundary of the plaintiff's land much further east, and the trial court in upholding the defendants' claim fixed the line as the branch roadway referred to, and a line extended southerly to a point in the stream or inlet which was determined from the testimony. The land in dispute is the open sandy beach front which lies between the houses and driftway or road on the north and the sea on the south. This, the defendants say, has been used from time immemorial by the public and has always been and still is common and undivided land. It will be seen from the facts recited that this dispute can only be settled by a conclusive determination of the true western bound of the land which was

conveyed to the plaintiff by the Fellowes deed. The trial court correctly decided that this was the determinative feature of the case, as appears from the memorandum of decision.

One of the numerous reasons of appeal is based upon the admission of testimony by the trial court, upon this exact point. One Henry B. Sherwood <sup>147</sup> was a \*147 grantor in a warranty deed in the plaintiff's chain of title. As part owner of the mill property, so-called, he sold his interest, in 1855, to the Stamford Manufacturing Company. At the time of the trial of this action Henry B. Sherwood was dead, but his son, Rollin G. Sherwood, was permitted, over the plaintiff's objection, to testify that his father had told him that the western boundary line of the property was the line above described and embodied in the conclusion of the trial court. It was admitted that this conversation between father and son, took place after the father had given the warranty deed, so he was not then an owner of the property. The importance of his testimony becomes apparent upon a study of the evidence given in the case, which is all before us. It is true, that there is evidence which may be said to point to the substantial correctness of the conclusion which the court reached, but it is obvious that the court based its conclusion as to the specific location of the line upon the statement of this deceased former owner of the property.

The statement was clearly hearsay; but the defendants claim it came within recognized exceptions to the admission of such testimony.

One of these exceptions is the statement of an owner in possession against his own title or interest. In a suit to which such owner is not a party, evidence of such statement made by him, may be given. Such a statement is deemed to have a certain guaranty of trustworthiness if made against the interest of the owner. It is recognized that one will not be likely to make a statement against his own interest unless it be true. Similar statements in his own interest would not carry that

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sanction, being self-serving declarations only, and so not admissible. *Smith v. Martin*, 17 Conn. 399, 401. \*148

In the case at bar, the statement was made by one who, at the time he made it, had parted with his title and possession, and his interest in the bound then lay in the fact that he had given a warranty deed of the property. Under the claim of the plaintiff in this action, the warranty would have required Sherwood to warrant 2.47 acres in the tract conveyed, while this statement as to the western bound, if true, would have restricted his obligation under the warranty, to 1.34 acres. Not only was the author of the statement deceased, and out of possession at the time, and without title, but his was an obviously self-serving declaration, one which was in his own interest.

It is often urged that all evidence by ancient owners should be admitted out of the necessities of the case where boundaries have become obscure in the lapse of time, if the statement is by one who had peculiar means of knowing the truth. But necessity alone does not furnish a sufficient sanction for the exception to the rule which excludes hearsay testimony. The court must see that in the circumstances, it carries certain assurances of being of a trustworthy character, and may be relied upon.

Under our rules of procedure we require the sanction of the oath of a witness, and his testimony is submitted to the test of cross-examination. Both these requirements are nullified by the admission of hearsay testimony. But the necessities of the case, such as the absence of any other sufficient proof, often does result in the offer of hearsay evidence, particularly in the case of ancient boundaries, and in these circumstances it can be admitted in aid of the ascertainment of the truth, provided the court can find in it some other sanction and test which is the equivalent of that which is to be dispensed with. *South-West School District v. Williams*, 48 Conn. 504, 507. \*149

The attempt to do this has led to much confusion of reasoning and there are now many differing decisions in the various jurisdictions of this country. In this State, however, the question has been carefully considered, the principles involved have been fully discussed, and the rule may be said to be settled. This rule requires, as stated in our leading case, that four prerequisites must be shown to exist, to permit the introduction of this class of evidence, viz.: (1) that it must be the declaration of the dead; (2) that it must appear that the declarant would have been qualified as a witness to testify if present, and especially that he had peculiar means of knowing the boundary; (3) that the statement was made before the controversy, in the trial of which the declaration is offered, had arisen; (4) that the declarant had no interest to misrepresent in making the declaration. *Turgeon v. Woodward*, 83 Conn. 537, 541, 542, 78 A. 577. The statement of the rule which we adopted in that case, has not since been modified or changed in this State. An examination of the text-books and the decisions of the courts in other jurisdictions shows a strong tendency to support this statement upon a subject concerning which much confusion has existed. We cited the following as then supporting our position: *Yow v. Hamilton*, 136 N.C. 357, 358, 48 S.E. 782; *Sasser v. Herring*, 3 Dev. (N.C.) 340; *Table Rock Lumber Co. v. Branch*, 150 N.C. 240, 241, 63 S.E. 948; *Peters v. Tilgham*, 111 Md. 227, 235, 73 A. 726; *Child v. Kingsbury*, 46 Vt. 47, 54; 2 Wigmore on Evidence, § 1566; 1 Greenleaf on Evidence (16th Ed.) § 140 a; Jones on Evidence (2d Ed.) § 309.

Testing the question before us then, by the rule above stated, there can be no question but that the first three requirements were fully met; the declarant was dead, he would have been a competent witness,<sup>150</sup> with means of knowledge as to the location of the boundary in question, and his declaration was made long before this controversy arose. The admissibility of the declaration then, depended upon the fourth requisite, viz., did Henry B. Sherwood have any

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incentive to misrepresent, when he stated the location of the boundary line? It will be seen that the question is not whether he did misrepresent, but whether he had any incentive to do so. The record discloses that at the time he made the declaration he had parted with his title and was no longer the owner of the property. He had, however, given a warranty deed and was therefore obligated to see that his successors in title obtained the full amount of land which his deed called for. His declaration limited the land to 1.34 acres, by fixing the western boundary where it did. If the western boundary was to be fixed where the plaintiff contends it should be, the warranty would have covered 2.47 acres. It is manifest that here he was limiting his liability by 1.13 acres. The declaration, therefore, was not against his interest, but was strictly a self-serving one. It was to his interest to have the boundary fixed as he stated it should be. The statement obviously fails to meet the fourth requisite for its admission, and we are compelled to hold that it was error to admit it. We have dealt somewhat fully with the facts of this case and with the principles governing the admission of this testimony, because of the peculiar importance which this declaration assumed at the trial. The statement was vital in the decision of the case. The record does not disclose any other evidence sufficient in itself to support the trial court's conclusion that this was the true western boundary line of the plaintiff's land. The fixing of this line by the trial court determined the judgment for the defendants and against the plaintiff, and under these <sup>151</sup> circumstances the admission of the declaration was reversible error. It is unnecessary to discuss other reasons of appeal, since none of them would affect this result.

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**Borden v. Town of Westport, 151 A. 512 (Conn. 1930)**  
*Supreme Court of Connecticut*

Filed: October 5th, 1930

Precedential Status: Precedential

Citations: 151 A. 512, 112 Conn. 152

Docket Number: Unknown

Judges: Wheeler, Maltbie, Haines, Hinman, Banks

Author: Haines

This action was begun in August, 1922, and a judgment was rendered defining the respective rights of the parties in March, 1925, and the plaintiff appealed to this court. Error was found and a new trial was ordered. Borden v. Westport, 105 Conn. 139, 134 A. 803. Upon the second trial the court found the issues for the defendants and the plaintiff has again appealed. The second trial was begun early in December, 1927. After various adjournments by agreement of counsel, the case was argued February 2d 1928, and thereafter briefs were filed. Judgment was rendered February 6th, 1929. Prior to that decision a misplaced exhibit caused the application by the court to counsel for the plaintiff for a duplicate which counsel agreed to furnish, making no protest or objection to the delay. In his brief, the plaintiff calls attention to the fact that the judgment of the trial court was not filed until after the end of the term or session next succeeding that at which the trial was had and suggests that it is therefore in conflict with General Statutes, § 5409. Beyond calling attention to the fact and pointing out the salutary purpose of the statute, he makes no claim for relief at the hands of this court. Moreover, it appears that while the draft-finding contains two paragraphs touching this matter and it is included by the plaintiff in the claims of law said to have been made to the trial court, it is in no way referred to in the conclusions of the trial court in the finding, nor included in the appended list of the claims of law made by the plaintiff. Neither in the motion to correct the finding nor in the exceptions taken by the plaintiff is the matter mentioned or referred to, and in the assignments of error the plaintiff omits it altogether. Under these circumstances we cannot do otherwise than conclude that the plaintiff voluntarily waived consideration of the question by this court. To obtain consideration upon appeal to this court of claimed errors of the trial court they should be "specifically stated in the reasons of appeal." General Statutes (Rev. 1918) § 5837; Mazzotta v. Bornstein, 105 Conn. 242, 245, 135 A. 38; Draus v. International Silver Co., 105 Conn. 415, 418, 135 A. 437; Hines v. Norwalk Lock Co., 100 Conn. 533, 535, 124 A. 17. We point out that a judgment rendered under these circumstances is irregular but

not void. If no timely and appropriate advantage is taken of the delay, it will be assumed that the parties consented to it. Lawrence v. Cannavan, 76 Conn. 303, 306, 56 A. 556; Whitford v. Lee, 97 Conn. 554, 557, 117 A. 554; Cheshire Brass Co. v. Wilson, 86 Conn. 551, 560, 86 A. 26.

Wm. BORDEN

The plaintiff claims to have acquired title to a certain tract of land on the shore of Long Island Sound in the town of Westport, through a certain line of deeds, the history of which appears in outline in the text of our former decision in 105 Conn. at pages 140-146. The tract claimed by the plaintiff is described by him as bounded northerly by a "driftway, right-of-way or lane," easterly by land of Helen R. Mitchell and by a raceway, southerly by Long Island Sound and westerly by land of Stanley B. Fillow. It is included within the bounds of a larger tract which lay between Compo Pond so-called on the north and Long Island Sound on the south, the western boundary being what is known as the Hills Point Road running nearly north from Long Island Sound past the west end of Compo Pond. This larger tract was bounded on the east by water consisting of a portion of Compo Pond, a projection or inlet from Long Island Sound and channels or streams which form the outlet and inlet of Compo Pond. In 1662 Charles Second of England granted to the Colony of Connecticut certain lands by charter among which were included lands in the Parish of Greens Farms and the town of Fairfield, and these charter lands included the larger tract just described. In 1680 the proprietors of the town of Fairfield acquired title from the Indians to a large tract of land which also includes the last-mentioned tract. In 1685 they also obtained from the General Court a patent to such lands and this patent was confirmed by the General Court in 1703. The first individual interest in this land appears to have been obtained by one Thomas Ockley, who erected a tidewater mill upon Compo Creek, an outlet of Compo Pond, by authority of a vote in town meeting in Fairfield April 17th, 1705. By that vote a committee was appointed, consisting of three persons, to treat with Ockley, "about ye premises for all things" and to "lay out unto him not exceeding half an acre." The following day this committee entered into an agreement with Ockley which appears in the \*Page 156 text of our former decision, 105 Conn. at pages 142 and 143, but no reference was made to any particular portion of land, nor does it appear that any land was set out to him by any metes and bounds whatever. The mill was built and operated and was later conveyed by Ockley to George Cable, who in 1793 conveyed to one Scribner. In the latter conveyance we find the first reference by metes and bounds to a particular portion of land. The transfer covers the grist mill and its privileges "with about an acre of land adjoining, bounded westerly by the highway and on all other parts by creek and beach." The trial court found that the mill property, so-called, with the mill building standing thereon was always a separate and distinct parcel of land, and it is referred to in all the conveyances shown by the record, as containing one acre more or less. The measured area of this particular parcel is 1.34 acres and that of the balance of the land claimed by the plaintiff, including the road or driftway, is 1.23 acres, making his total claim under his title deeds, about two and one half acres. The pivotal question between the parties involves the exact location of the western boundary line of the land acquired by the plaintiff by these deeds. He claims this western boundary was originally

How  
OLD MILL RD  
36 OMRd  
Raceway  
LIS  
2,4 OMRd  
223-233  
Hills Point Rd

1680 II  
deed

1705  
1/2 Ac  
no more

1793  
~ 1 Ac ±

Thomas  
OCKLEY

S of Old Mill Rd  
W of Raceway, LIS  
E by Hills Point Rd

(2/9)

MILL	1.34
OTHER	1.23
	<u>2.57</u>

"The" Hills Point Rd

the Hills Point Road, but now makes no claim to a certain tract lying immediately east of this road which was at one time enclosed in part by a stone wall and is known as the Bumpus tract, and later conveyed to one Fillow, by whom the plaintiff now claims to bound his land on the west instead of on Hills Point Road. The defendants claim, however, that the boundary which was first described in the deed to Scribner as "highway," did not refer to the Hills Point Road at all but to the road which is described in the complaint as driftway, right-of-way, or lane. The trial court in both trials found this to be an ancient public highway which has existed from time immemorial. It runs from the Hills Point Road easterly toward the mill, and at a point opposite the southwest corner of the mill, now marked by a hedge, it branches northeasterly to the creek at the border of the mill pond, and runs thence across this creek. It was found that in some other conveyances and leases of the mill property it is referred to as "highway" and in some as "road" and has been and still is maintained by the town. South of this road and west of the so-called mill property is the tract in dispute, consisting of an open sandy beach as distinguished from upland. It is this sandy beach to which the plaintiff lays claim and which the defendants claim is "common lands," held for the benefit and enjoyment of the people at large. The conclusion of the trial court in both trials was that the west boundary of the land which plaintiff acquired by his deeds extended from a point near the junction of the road to the mill with the northeasterly branch of that road, thence southerly along the west boundary of the property of Helen R. Mitchell which was deeded to her by the plaintiff, and to the west wall of the raceway. As thus described the property of the plaintiff was bounded on the west by the branch road referred to and by the sandy beach in question, and with this west boundary line the tract contains approximately 1.34 acres. The location of this west boundary line was and is practically determinative of the whole case. The court in each instance reached the conclusion that the plaintiff had no right or title to this sandy beach lying west of the boundary line so determined. The conclusions of the trial court judge at the second trial and of the judge who presided at the first trial, are in accord as to the location of this line. Both heard much involved and complicated testimony and inspected many documents, deeds, leases and public records, and the record shows that at the second trial the judge personally visited and examined the premises by consent of counsel. All the documents and papers introduced as exhibits are certified to this court together with what we must assume is all the testimony relevant to the questions raised by the plaintiff on this appeal. The plaintiff seeks to avoid the effect of the decision of the trial court by obtaining at our hands sweeping changes in the finding of vital facts and by claims of error in the application of certain principles of law and in rulings upon evidence.

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Driftway owned by Town

He requests fourteen changes in the finding and a large amount of evidence is printed in the record with reference to them together with numerous citations of exhibits not printed. A study of each of these requests and of the evidence and exhibits does not show justification for extensive changes. Of those paragraphs which the plaintiff asks to have stricken out, we find none which are unsupported by evidence or by reasonable inference and deduction from evidence before the trial court. Many of the changes and

additions, even if made, would have no effect whatever upon the decisive features of the case. Some of these are not supported by evidence, and none of those which are important are supported by evidence which is uncontradicted. There are three paragraphs of the draft-finding which can be added as requested, though we consider them of minor importance under the issues. We add the following:

"43. On November 9, 1908, the plaintiff, who had caused a map to be made of said premises, placed the same on record, said map being Exhibit E in said cause."

"44. In and by said map the plaintiff divided the premises in dispute into seven building lots, and indicated a roadway on the easterly and westerly sides of the building lots, leading from the roadway to the beach. The westerly roadway from the mill property to the beach was along the Bumpus tract, so-called, and was substantially the location of an ancient driftway."



"53. The ten foot driftway running from the roadway northeasterly to the pond had a bar-way anciently across it." This bar-way consisted of two rails to keep cows from the pond, and they were removable by anyone who wished to use the road.

We are compelled to add the last sentence to paragraph 53 in order to make this finding reflect the true situation.

It is unnecessary to comment in detail upon the various requests. We note at least two attacks upon the finding on the ground that the use made by the trial court of the word "beach" is incorrect, covering as it does the entire tract in question. It is urged that the word means only that portion of the shore between high and low-water marks. It may be admitted that this is the technical definition, but the word has, in common parlance, another and well recognized use in designating that portion of the shore consisting generally of sand and pebbles, resulting usually from the action of the water, as distinct from the "upland," to which it often extends above normal high-water mark. Wakeman v. Glover, 75 Conn. 23, 27, 52 A. 622; Merwin v. Wheeler, 41 Conn. 14, 26. The trial court found that in the various conveyances before the court, this was the sense in which the word was used. We concur in this view. Indeed, counsel for the plaintiff himself uses the word in this sense many times in the record and in his brief to designate this sandy tract without reference to the normal high-water mark.

A long and detailed study of the evidence and exhibits made necessary by these requested changes in the finding goes to the root of the case. The plaintiff's requests clearly reflect an attempt to change the decision by obtaining a reversal of the trial court's conclusions as to the underlying facts. It seeks in effect a retrial of the facts by this court. "The claims most strongly urged all depend upon this court's finding upon the evidence a series of facts different from those adjudicated by the trial court. This we cannot do." New Haven v. New York, N. H. H.R. Co., 72 Conn. 225, 231, 44 A. 31. Whether upon all the evidence put before us, we would in all respects have reached the same

conclusions the trial court reached, is not important. It is evident to us from our own study of this evidence and the exhibits that the conclusions reached by the trial court were the result of careful and painstaking consideration, and in no instance do we discover any fact found which is not reasonably supported by evidence. Where there was conflicting evidence, and there was really very little, it was the province of the trial court to attach credibility to such evidence as its judgment dictated. With the witnesses all before it, supplemented by a familiarity with the premises obtained by personal inspection, there is every reason to treat its conclusions as correct save where, under our rules, it would be our duty to change the finding. Not only are the subordinate facts properly supported by evidence, but the conclusions reached from these facts are, so far as we can discover, reasonably and logically drawn. It results that the judgment must stand unless other reasons of appeal attacking the application of principles of law, or the rulings on evidence, are valid, and constitute reversible error. There are four exceptions to rulings on evidence, the first two relating to the admission of three deeds offered by the defendants, Exhibit 19, Exhibit 20 and Exhibit 21. The description of the premises in these deeds was the same as that in the plaintiff's own title deed. All these were the deeds of the plaintiff's predecessors in title through whom the plaintiff traces his claim, and were offered to explain the boundaries of the land described in the complaint. The plaintiff objected to their admission because (1) they did not support any claim of title or interest in the defendants themselves, (2) they furnished no evidence of the location of the land described in the deed, and (3) they had no supporting testimony from witnesses and the plaintiff had no opportunity for cross-examination. We take judicial notice of the record and briefs in the former presentation of this case to this court, from which it appears that the plaintiff himself introduced these same deeds and claimed title through them. The deeds in their chronological order were (1) warranty deed from Abraham Sherwood, Franklin Sherwood and Francis Sherwood to Henry B. Sherwood and Daniel Sherwood, dated March 4th, 1853, Exhibit 21; (2) warranty deed from Daniel Sherwood and Henry B. Sherwood to The Stamford Manufacturing Company, dated May 14th, 1855, Exhibit 20, and (3) warranty deed from The Stamford Manufacturing Company to F. Wayland Fellowes, dated July 20th, 1885, Exhibit 19; the deed of F. Wayland Fellowes to the plaintiff and Frederick F. Lewis, being the plaintiff's title deed, Exhibit A, Exhibit B. All these three deeds were "ancient deeds" being more than thirty years old, and being in proper custody, it was not necessary to call the attesting witnesses or to offer any testimonial evidence. They proved themselves. 4 Wigmore on Evidence (2d Ed.) p. 557, § 2138; Petroman v. Anderson, 105 Conn. 366, 370, 135 A. 391; Hamilton v. Smith, 74 Conn. 374, 379, 50 A. 884; New Haven v. New York, NHHR Co., 72 Conn. 225, 232, 44 A. 31; McMahon v. Stratford, 83 Conn. 386, 76 A. 983. The plaintiff concedes that the descriptions are the same as in his own title deed and we note in his brief that they are listed in detail in his abstract of title to the premises claimed in the complaint. Each of the deeds, including the plaintiff's own title deed, makes the next preceding deed by reference a part thereof. They were properly admitted.

2

1

3

3 DEEDS ✓

1 V 6 / PG 261 ✓  
 2 V 7 / PG 721 ✓  
 3 V 17 / PG 139 ✓

(5 / 9)  
 FELLOWS → BORDEN 22/598; 22/599, ✓

The next reason of appeal relates to the admission of the testimony of Lawrence Donahue who had lived for fifty-three years about a quarter of a mile from the premises in question, who said that Aaron Sherwood had lived in the next house for his lifetime and died about 1913 or 1914; that Sherwood had lived there ever since the witness could remember and owned the property he lived on; that when he died he was an old man; that he frequently saw him on the disputed premises and had a conversation with him at one time thirty-five or forty years before while they were standing together near the west end of the mill itself. Over the plaintiff's objection the witness then stated that Aaron Sherwood at that time pointed out to him the west boundary of the so-called mill property and told him that was the boundary line; that Sherwood called it the charter property. The witness then pointed out the line so shown him, on the map in evidence, Exhibit G. At the close of the evidence the plaintiff moved to strike out this testimony on the ground that the defendants had failed to show any further knowledge of this property on the part of Aaron Sherwood, who or what he was, or how he came to know about it. It was the claim of the plaintiff that the question was the same as that decided in Borden v. Westport, 105 Conn. 139, 134 A. 803. The testimony there considered was that of a former owner of the property and it was shown that the statement made was in effect one which may have been in his own interest. Such is not the present situation. Aaron Sherwood was never the owner of the property in dispute nor in possession of it. The authorities hold that the statement of a deceased declarant who was in fact the owner in possession, can be received against but not in support of his own interests. In the latter event he would have an incentive to misrepresent and his declarations would not be admissible under the rule. Borden v. Westport, 105 Conn. 139, 147, 134 A. 803; Smith v. Martin, 17 Conn. 399, 401. Sherwood's declaration was that of a person deceased and he would have been a competent witness if living. During his entire life he had been an owner of property very near these premises and had often been on them. His familiarity with the premises certainly gave him peculiar means of knowing them and their extent, means which members of the public generally did not enjoy. The statement was made before this controversy arose, and it did not appear that the declarant had any incentive to misrepresent. The position of the declarant was such that there was no reason to expect misrepresentation, and he was not speaking in support of his own title or of one claiming under him. Turgeon v. Woodward, 83 Conn. 537, 541, 78 A. 577; Merwin v. Morris, 71 Conn. 555, 572, 42 A. 855.

It should be borne in mind that this entire controversy involves a matter of peculiar difficulty, the fixing of an ancient bound after the lapse of two centuries and a quarter from the original grant of the mill property. Obviously there could not be in the nature of things, testimony from the lips of living witnesses who had personal knowledge as to where the original bounds were fixed by many of the ancient transfers. It is one of the necessities of such a situation, if disputes are to be finally settled at all, that some of the strictness of our rules regarding hearsay evidence shall be softened in the interest of all concerned, recognizing, as we did in Turgeon v. Woodward, supra, that otherwise there must be a practical abandonment of all attempts to prove such lines;

and further, that it is "established and general knowledge that the great majority of human affairs are more or less affected by reliance upon hearsay without imperilling their trustworthiness, or their efficiency and safety . . . . In such way the law uses, in many cases, the only available evidence, and the truth benefits by its use. The difficulty of proving private boundaries furnished the indispensable and urgent necessity for the admission of declarations of the deceased with respect to them." (p. 540.)

The next assignment of error relates to the admission of the testimony of Henry R. Sherwood who was asked: "Have you ever talked with any other aged men who are now dead, or have you heard any other aged men make any statements concerning the general reputation as to this particular beach that I have just described to you?" The witness replied: "I have heard my father and grandfather," and also stated that they had been dead many years. This is clearly a statement that the witness had heard these men of a past generation speak of the general reputation of the premises. He was then asked more specifically what the occasion was for such statements and replied: "Well, a good many years ago there used to be an argument between the people over further to the east and Greens Farms [in which the premises in dispute were located], where the owners of the property used to put up a gate or fence to try to keep the public out. When these occasions arose I know my father and grandfather used to say, 'Well, there are two places left where we will never be barred out; one is Cedar Point and the other is Compo Mill beach.'" This obviously indicates a knowledge of the views of the general public as to the character of these two beaches, and shows the reputation which attached to them. The witnesses were "the mouthpiece of the reputation." The plaintiff apparently has in mind the legitimate distinction existing between public reputation and mere private opinion. Upon this point, Wigmore, in Vol. 3, at page 333 et seq., states a question for a witness as follows: "What have you heard old men, now deceased, say as to the reputation of this place?" The distinction is a somewhat narrow one, but we think the questions and answers shown in this case properly reflect the principle upon which reputation evidence is admitted. The admission of this evidence was not error.

i.e.  
Compo  
Beach

There were numerous claims of law made by the plaintiff at the trial and the overruling of each of these is separately assigned as error. Some of the questions have already been disposed of by what has been said. The remaining questions raised by these assignments may be summarized as follows: The plaintiff claimed as matter of law, that the evidence disclosed no record title in either the State of Connecticut or in the Town of Westport, and therefore the conveyance to the plaintiff and his possession having been shown, it conclusively established the plaintiff's title; that the unorganized public could not acquire a title above mean high-water mark; that the unorganized public could not obtain title above high-water mark on behalf of the State of Connecticut or the Town of Westport without having claimed ownership before this action was brought; that the use of this tract above high-water mark by the unorganized public differed only in degree from that of all beaches in that vicinity; that a dedication must be shown to be unequivocal and intentional and to have been accepted, and that the

evidence of dedication given at the trial was not inconsistent with a license by successive owners to the general public to use the beach.

William BORDEN

In the complaint the plaintiff alleged that he had a title in fee simple to the premises in question. He assumed the burden of establishing that. Upon prima facie proof by him, the burden of showing the contrary rested upon the defendants. The plaintiff now asserts that he did establish a prima facie title in fee. We are well aware of the numerous obscurities and indeed discrepancies which are apparent in many of these old documents. There was not that precision of description or lay-out in the days of Indian and Colonial grants that exists today. The plaintiff lists a large number of these old deeds in his abstract of title, and he asserts that they include, in the descriptions contained in them, the land in question and that this implied constructive possession. If the premises were in fact thus included in the descriptions, his claim of constructive possession is sound. Dawson v. Orange, 78 Conn. 96, 107, 61 A. 101; Noyes v. Stillman, 24 Conn. 14, 21; Waterbury Clock Co. v. Irion, 71 Conn. 254, 259, 41 A. 827; Merwin v. Morris, 71 Conn. 555, 573, 42 A. 855; 22 Rawle C. L. p. 81, § 60. A long study of these papers, however, in connection with the finding confirms us in the conclusion, as we have already intimated, that the trial court's action in fixing the western boundary line of the mill property where it did, cannot be disturbed. This being so, and the premises in dispute lying west of that line, the plaintiff can have no record title to them, nor constructive possession of them. He attempted to support his claim of possession in part, by showing that he had filed tax lists and a map and paid taxes upon these premises. He claims to have acquired title in 1901, but the record shows that he did not file a tax list or pay taxes upon the property for thirteen years, and then for the first time he claimed to list the property as his own. These acts of filing tax lists and a map, and paying taxes, while they were admissible as evidence, were subject to an explanation which largely destroyed their value, and in any event they cannot avail against the conclusion of the trial court that he then had no record title to the property. It is significant, though of course not conclusive, that the line found by the court, gives the mill property 1.34 acres, which very closely approximates the amount of land shown by the early deeds to have been granted. We cannot speculate, as the plaintiff's suggestions would require us to do, upon the possibility that land may have been added by accretion during the years or by filling in. The plaintiff also makes the alternative claim that if he has no record title, yet a title in himself will be presumed because he and his predecessors in title have had actual possession for one hundred and thirty years. The court has not found this or any other possession by the plaintiff, nor has the plaintiff sought to have the court find it. The record itself fails to support the claim of actual possession. The record shows, moreover, that notwithstanding his present claim of ownership and possession, the plaintiff waited for more than twenty years before making any attempt to establish title, and has never ventured to deed the property to anyone, while nearly all that to the eastward which is clearly within his grant, has been disposed of by him. When making his deed to Helen R. Mitchell, of land contiguous to this on the east, the plaintiff placed her western line substantially where the trial court has found the boundary line of the disputed property to be. All this carries

a strong presumption that the plaintiff then considered the line to be about where the court has since determined it to be.

The ruling of the trial court that the plaintiff has never had any right, title or interest in these disputed premises, is abundantly supported by the subordinate facts and by the entire record, to some aspects of which we have referred in discussing the plaintiff's claims of law. \*

The remaining assignments of error relate to the contention of the plaintiff that neither the State of Connecticut nor the Town of Westport ever had a title of record or any title or right by use by the unorganized public, or otherwise.

The plaintiff claims to derive his title directly through Thomas Ockley, who received his grant from the town. Yet he now claims that the original charter and the Indian and Colonial grants did not confer titles but only fixed boundaries and conferred jurisdiction. A plaintiff may not deny his predecessor's title. *Catlin v. Decker*, 38 Conn. 262, 266; *Thomas v. Young*, 81 Conn. 702, 705, 71 A. 1100.

However, since the decision of the trial court that the plaintiff himself has no title or interest in these premises must stand, this last phase of the case and the assignments based thereon become of no importance upon this appeal and need not be considered. Having failed to prove his own title, the plaintiff is not permitted to question that of the defendants, nor to assign as error the rulings of the trial court relating thereto. *Roberts v. Merwin*, 80 Conn. 347, 350, 68 A. 377.

There is no error.

In this opinion the other judges concurred.

VOL 6 PG 261

261

ABRAHAM SHERWOOD  
FRANCES SHERWOOD  
FRANKLIN SHERWOOD

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME—GREETING.

Know Ye, that Abraham, Francis and Franklin Sherwoods of Westport in the County of Fairfield in a State of Connecticut for the consideration of Twenty five hundred dollars received to our full satisfaction of Daniel and Henry B. Sherwood of said Westport

DANIEL SHERWOOD  
HENRY HENRY B. SHERWOOD

do give, grant, bargain, sell, and confirm, unto the said Grantees two undivided shares parts or portions of a certain piece or parcel of ground in extent about one acre be the same more or less situated in said Westport in a town and Northerly by the Mill Pond or cove east by Long Island Sound, on a third Beach thereof, southerly by Long Island Sound and West by land of the Grantees hereof and by said Beach, with the Mills, Dams, Breakwaters, Wharves and Water privileges attached thereto and situated thereon said premises being hereby granted and devised to the Grantees in the premises following, that is to say to Daniel Sherwood one fourth part and Henry B. Sherwood three fourths part.

~ 1 ac

TO HAVE AND TO HOLD the above granted and bargained Premises, with the Appurtenances thereof, unto them the said Grantees their heirs and assigns forever, to them and their proper use and behoof. AND ALSO, we the said Grantees do for our selves, heirs, executors, and administrators, covenant with the said Grantees their heirs and assigns, that at and until the sealing of these presents, we are well seized of the premises, as a good and indefeasible estate in FEU SIMPLE; and have good right to bargain and sell the same, in manner and form as above written, and that the same is free from all incumbrances whatsoever.

And furthermore, we the said Grantees do by these presents bind our selves and our heirs forever, to WARRANT AND DEFEND the above granted and bargained premises, to them the said Grantees their heirs and assigns, against all claims and demands whatsoever.

In witness whereof, we have hereunto set our Hands and Seals this 14th day of March Anno Domini, 1853.

Signed, Sealed, and Delivered, in presence of

Henry Sherwood  
Myron L. Mason  
Abraham Sherwood  
Franklin Sherwood  
Francis Sherwood

State of Connecticut -  
Fairfield COUNTY, ss. Westport March 14th 1853  
Personally appeared Abraham, Francis & Franklin Sherwoods  
Signers and Sealers of  
the foregoing Instrument, and acknowledged the same to be their free Act and Deed, before me.

Myron L. Mason Justice of the Peace.

Received for Record April 7th 1853, and Recorded by

Geo. W. Taylor Town Clerk.

VOL 7 PG 721

721

This Indenture, made the fourteenth day of May

DANIEL SHERWOOD  
HENRY B. SHERWOOD

STAMFORD MANUFACTURING COMPANY

~ 1 Ac

V6  
PG 261

in the year one thousand eight hundred and fifty four  
(Deceased) Daniel Sherwood and Henry B. Sherwood of  
Westport in the State of Connecticut of the first part and the  
Stamford Manufacturing Company of Stamford in said State  
of the second part Whereby that the said parties of the first  
part in consideration of the sum Fifteen hundred dollars to them  
duly paid before the delivery hereof have bargained and sold  
and by the presents do grant and convey to the said party of the  
second part their successors and assigns forever all that certain  
piece or parcel of land in extent about one acre to the same  
more or less situated in Westport in said State and bounded  
North by the Mill Pond, so called, East by Long Island  
Creek and the Beach thereof, South by Long Island Sound,  
and West by land lately owned by Abraham Sherwood, James  
Sherwood and Franklin Sherwood and by the said Beach, with  
the Mill Pond, Breakwater, Wharves and Waterworks as  
attached thereto and situated thereon being the same premises  
heretofore owned and conveyed to the said  
parties of the first part by Abraham Sherwood, Franklin  
and Franklin Sherwood by deed bearing date the fourth day  
of March 1853 and recorded in the Office of the Town  
Clerk of Westport in Vol. 6 - page 261, with the appurtenances  
and all the estate, title and interest of the said parties of the  
first part therein. And the said parties of the first part do hereby  
covenant and agree with the said party of the second part that at all  
times the said party of the second part shall be the  
careful owner of the premises above granted, and shall hold them  
in fee simple absolute; and that they will warrant and defend  
the above granted premises in the quiet and peaceable possession of  
the said party of the second part their successors and assigns  
forever

In Witness whereof the said parties of the first part have  
hereunto set their hands and seals the day and year first above  
written and delivered in the presence of

Witness W. Nelson  
S. Wadsworth Jr.

Daniel Sherwood (Seal)  
Henry B. Sherwood (Seal)

Sanjules County of Westport May 14 1854  
Personally appeared Daniel Sherwood and Henry B. Sherwood signed  
and sealed of the foregoing instrument as a acknowledgment of the same to be  
true free and voluntary of their own free will  
Witness to record May 14 1854  
Approved by John H. Taylor Town Clerk

W. Nelson  
Justice of the Peace

VOL 17 PG 139

139

Warrant Deed

STAMFORD  
MANUFACTURING  
COMPANY

F  
WAY LAND  
FELLOWS

2 1/2 Ac

VOL 7  
PG 721

To All People to whom these Presents shall come greeting:  
Know ye, That the Stamford Manufacturing Company,  
a corporation existing under the laws of the State of Connecticut  
located and doing business at Stamford, Fairfield County, Con-  
necticut by William S. Minor, of said Stamford, its president, do hereby  
duly authorize,

In the consideration of Five hundred, 000, Dollars  
received to the full satisfaction of J. Hayland Fellows of New Haven  
in the County of New Haven and said State of Connecticut

Do give, grant, bargain, sell and confirm, unto the said  
J. Hayland Fellows, late that certain piece or parcel of land in  
extent about one acre to the same more or less situated in the  
Town of Westport, in said Fairfield County, and bounded thereto by the  
said J. Hayland Fellows, as follows, to wit: East by Long Island Sound, and the beach thereof,  
South by said Long Island Sound, and West by land now in lot  
of Abraham Woodruff, Francis Sherman and Franklin Sherman,  
and by the said beach, with the dill, dam, breakwater, wharves  
and other privileges attached thereto and situated between the  
same premises conveyed to the said grantor by Daniel Sherman  
and Henry B. Hartford, by a deed dated May 11<sup>th</sup> 1885, and recorded in the  
Public Office Records of said Westport in book 7 on page 101.

And whereas the said J. Hayland Fellows, the said grantor and bargainor, promises with the approval  
of the said Stamford, and him the said J. Hayland Fellows and assigns forever  
to his and his own proper use and behoof, and also to the said Stamford  
for its and its successors benefit with the said Stamford, his heirs and assigns  
that at and until the expiration of three years after the date of the premises,  
as a good and lawful estate in fee simple, and have gone, right to bargain and sell  
the same in manner and form as is above written, and that the same is free from  
all incumbrances whatsoever;

And furthermore, at the said grantor and bargainor, promises with the approval  
of the said Stamford, and his successors forever, to warrant and defend the said grantor and  
bargainor, promises to him the said Stamford, his heirs and assigns against  
all claims and demands whatsoever.

In witness whereof the said Stamford Manufacturing Company,  
by its president of whose hand hereunto set its name and affixed its seal  
this 20<sup>th</sup> day of July A.D. 1885

Witness my hand and seal  
in presence of  
William S. Minor  
Galen A. Carter

The Stamford Manufacturing Co. by its  
President William S. Minor

State of Connecticut }  
County of Fairfield } At Stamford July 22<sup>nd</sup> 1885  
Personally appeared William S. Minor President  
as aforesaid signor and State of the foregoing instrument, and acknowledged  
the same to be his free act and deed before me of said Stamford, to the  
Galen A. Carter  
Notary Public

Recorded & Re-recorded July 25<sup>th</sup> 1885 and Re-recorded by John J. Dink

ADMINISTRATOR'S DEED.

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

WHEREAS, At a Probate Court holden at New Haven, within and for the District of New Haven, in the State of Connecticut, on the 24th day of September, 1900, upon application of Margarette McCoun Fellowes, Executrix on the estate of Frank Wayland Fellowes, late of New Haven, in said District, deceased, an order was made authorizing and directing such Executrix to sell either at public auction or private sale as she should deem to the best advantage, the real estate of said deceased hereinafter described, notice of such sale to be published in a newspaper having a circulation in said District, and posted on the sign-post nearest to said land and in the same town, and return make-- all of which will more fully appear by the records of said Court, reference thereto being had;

AND WHEREAS, Pursuant to said order she published a notice of said sale in the New Haven Register, a newspaper having a circulation in said District, and posted the same on the public sign-post nearest to said land, in the town of Westport, in which town said land lies; and pursuant to said order and notice she sold at private sale the real estate hereinafter described, for the sum of TWO THOUSAND DOLLARS, to WILLIAM A. BORDEN AND FREDERICK P. LEWIS, both of said New Haven, and made return of her doings to said Court:

NOW THEREFORE KNOW YE, That I, the said Executrix in pursuance of the authority and direction given as aforesaid, and in consideration of said sum received to my full satisfaction of the said William A. Borden and Frederick P. Lewis, do give, grant, bargain, sell and confirm unto the said William A. Borden and Frederick P. Lewis, all the right, title, interest, claim and demand which the said Frank Wayland Fellowes had at the time of his death, or which I as such Executrix, have or ought to have, in and to a certain piece or parcel of land, with the buildings thereon, situated in the Town of Westport, Fairfield County, State of Connecticut, in extent one acre, be the same more or less, and bounded Northerly by the Mill Pond, so called, East by Long Island Sound and the beach thereof, South by said Long Island Sound and West by land now or late of Abraham Sherwood, Frances Sherwood and Franklin Sherwood and by the said beach, with the mills, dams, breakwater, wharves and water privileges attached thereto, and situated thereon.

Being the same premises conveyed to The Stamford Manufacturing Company by Daniel Sherwood and Henry D. Sherwood by a deed dated May 14th 1855, and recorded in the Public Land Records of said Westport, in Book 7, on page 721; and by said The Stamford Manufacturing Company conveyed to the aforesaid Frank Wayland Fellowes by a deed dated July 20th, 1895, and recorded in the Public Land Records of said Westport in Book 17, page 139.

Also a certain piece of oyster ground located within the meridian boundary lines of said town of Westport, near WHITE ROCK in said Town, containing twenty four (24) acres, more or less, described more particularly in a certain indenture of Lease recorded in Vol. 17, page 82 of Westport Land Records.

Also, All and singular, the Oyster Grounds owned by the said Frank Wayland Fellowes in the Compo Mill Pond, lying Northerly of the tide mill privilege in said Town of Westport, heretofore described and conveyed.

The foregoing property is subject to a ten year lease to Arthur Sherwood, dated Jan. 21st, 1897.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenan-

~ 1 Ac

VOL 22 PG 599

599

... thereof, unto the said William A. Borden and Frederick P. Lewis and their heirs and assigns forever, to them and their proper use and behoof. And I the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantees, their heirs and assigns, that I have full power and authority as Executrix aforesaid, to bargain and sell the same in manner and form as above written.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs forever to WARRANT and defend the above granted and bargained premises to the said grantees, their heirs and assigns against all claims and demands of any person or persons claiming by, from or under me as Executrix aforesaid.

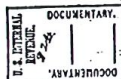
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of March, 1901.

Signed, sealed and delivered Estate of Frank Wayland Followes (Seal.)  
by Margabette McCoun Followes, Executrix.

in presence of

James T. Moran.

Minnie F. Moran.



State of Connecticut, )

New Haven, March 25th, 1901.

New Haven County. ) ss.

Personally appeared, Margabette McCoun Followes, Executrix, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed as such Executrix before me,

James T. Moran.

Received for record April 5th, 1901.

Seal. Notary Public.

and recorded by

Mary A. Hayatt,  
Asst. Town Clerk.

-0-08-0-0-0-0-0-0-0-0-0-0-0-0-

Tentative Certificate.

District of Norwalk, ) ss.

Court of Probate.

Pursuant to the statute in such case provided, we hereby certify that it appears by the files and records of said Court, that Robert W. Rowan last dwelt in Norwalk in said District; that he died on the 20th day of September, A.D. 1900; that he left a last will and testament which has been admitted to probate in and by said Court; and that we are the duly appointed and lawfully qualified executors of said will.

Dated at Norwalk the 15th day of October, A.D. 1900.

John H. Ferris.

Minnie Goodrich.

Frederick H. Rowan.

Received for record April 20th, 1901.

and recorded by

Mary A. Hayatt,  
Asst. Town Clerk.

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Chapel St 2 Woodmont Milford Google 2024-08.jpg \(LINK\)](#)



**SOUND TITLE, LLC**

239 MAIN STREET, SECOND FLOOR  
WESTPORT, CONNECTICUT 06880  
TELEPHONE: (203) 557-3625  
FACSIMILE: (203) 413-4363  
EMAIL: ORDERS@SOUND-TITLE.COM

**TITLE REPORT**

OUR FILE NO.: **ST49779**  
ISSUED TO: **Cohen and Wolf, P.C.**  
EFFECTIVE DATE: **December 12, 2024 at 5:00 PM**

THIS IS TO CERTIFY that as of the date set forth above and as disclosed by the land records of the Town of Westport, County of Fairfield and State of Connecticut, title to the real property known as:

**Compo Mill Cove, Westport, Connecticut (Tax Map E04, Lot 74)**  
**Compo Mill Cove, Westport, Connecticut (Tax Map E04, Lot 73)**

as more particularly described in Schedule A attached hereto is vested in:

**Compo Cove Park Association, Incorporated**

pursuant to a certain Executor's Deed granted by the Estate of Henry F. Coleburn dated August 22, 1925 and recorded September 5, 1925 in Volume 45 at Page 263 and a certain Warranty Deed granted by Arthur B. Coleburn dated August 22, 1925 and recorded September 5, 1925 in Volume 45 at Page 265, both of the Westport Land Records, free and clear of all encumbrances, except as hereinafter set forth:

1. Rights of tenants and parties in possession, if any.
2. Any state of facts, which an accurate survey or personal inspection of the premises would disclose.
3. Any lien, or right to lien, for services, labor or materials previously or hereafter furnished, imposed by law and not shown by the public record.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record or attaching subsequent to the effective date hereof.
5. Said Premises are subject to building lines, setback lines and veranda lines, if established, and any and all provisions of any statute, ordinance and municipal regulation, including but not limited to Zoning and Planning regulations, Inland-Wetland regulations, Flood Plan Zone regulations, and public and private law affecting said Premises.
6. Riparian and/or littoral rights, beach rights, wharf rights, pier rights, tidal rights and/or any rights in rivers, brooks, streams, lakes, ponds, bays, navigable waters.
7. Inchoate liens not perfected by recording with the Town Clerk and/or errors in indexing of public records.
8. Any unrecorded assessments for public improvements or private association assessments and any unpaid installments or balances thereof.



Our File No.: ST49779  
Property Address: Compo Mill Cove  
Westport, Connecticut

9. Restrictive covenants, easements, rights of way, encumbrance and agreements affecting the property are set forth herein, any violation thereof, unless such violation appears of record, can only be ascertained by a physical examination of the premises and frequently only by survey.
10. Real estate taxes to the Town of Westport on the list of October 1, 2023, bearing List No. 05558, being Tax Map E04, Lot 74, in the amount of \$126.64, payable July 1, 2024, October 1, 2024, January 1, 2025 and April 1, 2025; paid in full.
11. Real estate taxes to the Town of Westport on the list of October 1, 2023, bearing List No. 05559, being Tax Map E04, Lot 73, in the amount of \$255.08, payable July 1, 2024, October 1, 2024, January 1, 2025 and April 1, 2025; paid in full.

Note: All tax, sewer and assessment information, if any, being provided herein are intended for informational purposes only and provided solely in reliance upon information provided by the city/town tax collector and/or tax assessor. No guarantee is made as to the accuracy of the tax and any other data and they should not be relied upon for any purpose other than general information. Further, subject to Section 12-53a of the Connecticut General Statutes providing that an additional tax assessment may be levied on the subject premises within ten days of the granting of a Certificate of Occupancy.

12. Real estate taxes on the list of October 1, 2024, not yet due and payable.
13. Rights of way, reservations and conditions as set forth in a deed dated August 5, 1902 and recorded in Volume 24 at Page 132 of the Westport Land Records.
14. Articles of Organization of The Compo Cove Park Association dated August 13, 1913 and recorded in Volume 31 at Page 51 of the Westport Land Records.
15. Rights of way, reservations and conditions as set forth in deeds to The Compo Cove Park Association, Incorporation dated August 22, 1925 and recorded in Volume 45 at Pages 263 and 264, both of the Westport Land Records.
16. Right of Way Agreement in favor of the Bridgeport Hydraulic Company dated January 8, 1973 and recorded in Volume 385 at Page 284 of the Westport Land Records and as shown on Map No. 7070 on file in the Office of the Westport Town Clerk.
17. Maintenance Easement in favor of the Town of Westport dated November 13, 1985 and recorded in Volume 890 at Page 50 of the Westport Land Records.
18. Terms and conditions of Easement dated November 8, 1988 and recorded in Volume 979 at Page 58 of the Westport Land Records.
19. Agreement dated July 27, 1990 and recorded in Volume 1066 at Page 113 of the Westport Land Records.
20. Terms and conditions as set forth in a Right of Way Agreement recorded in Volume 1105 at Page 155 of the Westport Land Records.



Our File No.: ST49779  
Property Address: Compo Mill Cove  
Westport, Connecticut

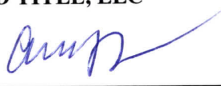
21. Easement Agreement dated October 25, 1997 and recorded in Volume 1629 at Page 95 of the Westport Land Records.
22. Riparian rights, littoral rights and/or easements of others in and to the waters of the Long Island Sound, the Raceway, so-called, and/or the Compo Mill Pond aka Mill Pond and to such of the subject premises below the mean high tide mark, as now or formerly established, or beneath the waters thereof.
23. Rights of the United States Government, the State of Connecticut and/or the Town of Westport, or any of their departments or agencies, to change and/or alter any harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from present lines.
24. Rights of the United States Government, State of Connecticut and/or the Town of Westport or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.
25. Rights and easements of others in and to Compo Mill Cove, so-called, and Old Mill Road, so-called.
26. 25' Right of Way as shown on Map No. 7070 on file in the Office of the Westport Town Clerk.
27. Notes, notations, facts and rights of others in and to the Right of Way as shown on Map No. 3720 on file in the Office of the Westport Town Clerk.

This Report of Title is issued to **Cohen and Wolf, P.C.** only and is not assignable without the prior written consent of Sound Title, LLC.

The information contained in this Report is limited to an examination of the Westport Land Records commencing **September 5, 1925** (the "Commencement Date") and continuing through and including **December 12, 2024 at 5:00 p.m.** (the "Effective Date"). All matters recorded on said Land Records prior to the Commencement Date or subsequent to the Effective Date are expressly excluded from this Report.

**SOUND TITLE, LLC**

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

  
Andrew R. Sherriff, Jr.  
Counsel and Manager



Our File No.: ST49779  
Property Address: Compo Mill Cove  
Westport, Connecticut

**SCHEDULE A  
LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, being a salt meadow, situated at Compo Cove, so-called, in the Town of Westport, County of Fairfield and State of Connecticut, and bounded:

- NORTHERLY: by the salt meadow now or formerly of John Guyen, by a creek or ditch, by land formerly of Mrs. Frances Sherwood and by land formerly of Samuel W. Hoyt, Jr. and Susan S. Hoyt, more lately now or formerly of Morrison;
- EASTERLY: by land now or formerly of Morrison, land now or formerly of Mrs. Frances Sherwood and by Creek or ditch;
- SOUTHERLY: by land now or formerly of said Morrison, land now or formerly of R. Heyn, the estate of Henry F. Coleburn, deceased and Arthur B. Coleburn, land now or formerly of Allen R. Diefendorf, land of Margaret S. Lees, land now or formerly of Frederick D. Huland, by the tract next described and by Lots Numbers 6 to 21 inclusive on a certain map entitled, "Map of Shore Lots Belonging to H.F. & A.B. Coleburn at Compo Cove, Westport, Conn.", on file in the Office of the Westport Town Clerk as Map No. 343, belonging to various persons; the boundary line between the tract herein described and said other land of the Estate of Henry F. Coleburn and Arthur B. Coleburn commences at the southeasterly end of the bridge at the westerly side of the tract herein described and runs in a straight line on a course of 86° 16' 30", as shown on the above map; to land now or formerly of Allen K. Diefendorf; and
- WESTERLY: by Compo Mill Pond, and land now or formerly of said Morrison, and the abutments of tide gate.

TOGETHER WITH a certain tract or parcel of land, situated at Compo Cove, in said Westport, designated as "Reserve A" on the above described map.

LESS AND EXCEPTING THEREFROM a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

LESS AND EXCEPTING THEREFROM such of the subject premises as may be set forth in a deed dated June 12, 1991 and recorded in Volume 1105 at Pages 149 and 151, both of the Westport Land Records.

TOGETHER WITH a right of way, in common with others, to and from said premise, over the way described in a deed dated August 5, 1902 and recorded in Volume 24 at Page 132 of the Westport Land Records. FURTHER TOGETHER WITH such rights granted by a deed recorded in Volume 24 at Page 386 of the Westport Land Records.

TOGETHER WITH such rights, benefits, privileges and/or easements as may be set forth in that certain Easement dated November 8, 1988 and recorded in Volume 979 at Page 58 of the Westport Land Records. TOGETHER WITH such rights, benefits, privileges and/or easements as may be set forth in that certain Agreement dated July 27, 1990 and recorded in Volume 1066 at Page 113 of the Westport Land Records. TOGETHER WITH such rights, benefits, privileges and/or easements as may be set forth in that certain Right of Way Agreement recorded in Volume 1105 at Page 155 of the Westport Land Records.

*END OF DESCRIPTION*



Property Location: COMPO MILL COVE Account # 5558 Map ID E04 / 074/000 / 1 Bldg # 1 of 1 Card # 1 of 1 State Use 1003  
 Vision ID 1532 CURRENT OWNER TOPO UTILITIES STRY/ROAD LOCATION CURRENT ASSESSMENT WESTPORT, CT 6158  
 COMPO COVE PARK ASSOCIATION  
 C/O MICHAEL FRIEDLAND  
 54 COMPO MILL COVE  
 WESTPORT CT 06880

Supplemental Data:  
 All Prcd ID 64481103  
 Historic ID 506  
 Census Westport K1  
 Survey Ma Survey, Ma  
 GIS ID E04074000  
 Lift Hise Asking \$  
 Assoc Pcid#

RECORD OF OWNERSHIP  
 COMPO COVE PARK ASSOCIATION

Year	Code	Amount	Code	Description	Number	Amount	Comm Int
2023	5-1	6,800	0	29	0	6,800	6,800
Total		6,800	Total		9,700	6,800	6,800

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Assessed	Year	Assessed
2023	5-1	6,800	2022	6,800	2021	6,800
Total		6,800	Total		6,800	6,800

OTHER ASSESSMENTS

Year	Code	Description	Number	Amount	Comm Int
This signature acknowledges a visit by a Data Collector or Assessor					

EXEMPTIONS

Year	Code	Description	Amount
UNABLE TO VERIFY			

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	Tracing	Batch
0001	B		
Total		0.00	

NOTES

Appraised Bldg. Value (Card) 0  
 Appraised Xf (B) Value (Bldg) 0  
 Appraised Ob (B) Value (Bldg) 0  
 Appraised Land Value (Bldg) 9,700  
 Special Land Value 0  
 Total Appraised Parcel Value 9,700  
 Valuation Method C  
 9,700

Total Appraised Parcel Value

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Amount	Insp Date	% Comp	Date Comp	Comments

Permit Id Comments

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpose/Result
05-14-2020	SR			19	Field Review
08-13-2015	RH			99	Vacant Lot Inspection
02-23-2006	WG			45	Change - Value Change To
08-31-2005	HH		1	99	Vacant Lot Inspection

LAND LINE VALUATION SECTION

B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value			
1	1003 Association Land	A		0.400 AC	306,000.00	2.12009	4	0.01	375	3.750	WET/MARSH	1.0000		9,700			
Total Card Land Units													0.400 AC	Parcel Total Land Area	0.400	Total Land Value	9,700

Property Location: COMPO MILL COVE  
 Vision ID: 1532  
 Account # 5558  
 Map ID: E04/1074/000/  
 Bldg # 1  
 Bldg Name: Sec # 1 of 1  
 Card # 1 of 1  
 State Use: 1003  
 Print Date: 11/25/2024 8:22:53 P

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd	Element	Description							
Style: Model	04	Fireplaces								
Grade:	00	Ceiling Height								
Stories:		Elevator								
Occupancy		Parcel Id								
Exterior Wall 1		IC	Ownte							
Exterior Wall 2		IB	IS							
Roof Structure:		Adjust Type	Code Description Factor%							
Roof Cover:		Condo Fir								
Interior Wall 1		Condo Unit								
Interior Wall 2		<b>GOST / MARKET VALUATION</b>								
Interior Fir 1		Building Value New								
Interior Fir 2		Year Built								
Heat Fuel		Effective Year Built								
Heat Type:		Depreciation Code								
AC Type:		Remodel Rating								
Total Bedrooms		Year Remodelled								
Total Bthrms:		Depreciation %								
Total Half Baths		Functional Obsol								
Total Xtra Fixtrs		External Obsol								
Total Rooms:		Trend Factor								
Bath Style:		Condition								
Kitchens		Condition %								
Whirlpool Tubs		Percent Good								
Hot Tubs		Cns Sect Rcnld								
Sauna (SF Area		Dep % Ovr								
Fin Basement		Dep Ovr Comment								
Fin Bemt Qual		Misc Imp Ovr								
Bsmt. Garages		Misc Imp Ovr Comment								
Interior Cond		Cost to Cure Ovr								
Fireplaces		Cost to Cure Ovr Comment								
Ceiling Height		<b>OB - OUTBUILDING &amp; YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</b>								
Code	Description	L/B	Units	Unit Price	Yr Btl	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
	Ttl Gross Liv / Lease Area	0	0	0						

No Sketch

Property Location COMPO MILL COVE Map ID E04/1073000/ Bldg # 1 of 1 Card # 1 of 1 State Use 1003  
 Vision ID 1533 Account # 5559 Bldg Name Sec # 1 of 1 Print Date 11/25/2024 8:22:59 P

<b>CURRENT OWNER</b> COMPO COVE PARK ASSOCIATION C/O MICHAEL FRIEDLAND 54 COMPO MILL COVE WESTPORT CT 06880		<b>TOPO</b> All Parcel ID 64481100 Historic ID 506 Census Westport CT 3720 Survey Ma Survey Ma GIS ID E04073000		<b>UTILITIES</b> 1 Public		<b>START/ROAD</b>		<b>LOCATION</b>		<b>CURRENT ASSESSMENT</b> Code 5-1 Appraised 19,600 Assessed 13,700		6158 WESTPORT, CT	
<b>RECORD OF OWNERSHIP</b> COMPO COVE PARK ASSOCIATION COMPO COVE PARK ASSOCIATION		<b>VOL/PAGE</b> 0045 0264 0045 0263		<b>SALE DATE</b> 09-05-1925 U 09-05-1925 U		<b>QU</b> U U		<b>VI</b> V		<b>SALE PRICE</b> 0 29 0 30		<b>PREVIOUS ASSESSMENTS (HISTORY)</b> Year Code Year Assessed V Year Assessed 2023 5-1 13,700 2022 13,700 2021 13,700	
<b>EXEMPTIONS</b> Description Amount		<b>OTHER ASSESSMENTS</b> Description Number Amount		<b>COMM INT</b> Amount								13,700 Total 13,700 Total 13,700 <b>APPRAISED VALUE SUMMARY</b>	
<b>ASSESSING NEIGHBORHOOD</b> Nbhd Name 0001		<b>ASSESSING NEIGHBORHOOD</b> Tracing B		<b>ASSESSING NEIGHBORHOOD</b> Batch								Appraised Bldg. Value (Card) 0 Appraised X (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 0 Appraised Land Value (Bldg) 19,600 Special Land Value 0 Total Appraised Parcel Value 19,600 Valuation Method C 19,600	
<b>NOTES</b> M/ 3720 SALT MEADOWS													
<b>BUILDING PERMIT RECORD</b> Permit Id Issue Date Type Amount Insp Date % Comp Date Comp Comments		<b>BUILDING PERMIT RECORD</b> Permit Id Issue Date Type Amount Insp Date % Comp Date Comp Comments										Total Appraised Parcel Value <b>VISIT/CHANGE HISTORY</b> Date Id Type Is Ct Purpose/Result 05-14-2020 SR 19 Field Review 02-13-2015 BG 99 Vacant Lot Inspection 02-23-2006 WG 41 Hearing - Change 08-31-2005 HH 1 99 Vacant Lot Inspection	
<b>LAND LINE VALUATION SECTION</b> B Use Code Description Zone Land Type Land Units Unit Price Size Adj Site Index Cond. Nbhd. Nbhd. Adj		<b>LAND LINE VALUATION SECTION</b> B Use Code Description Zone Land Type Land Units Unit Price Size Adj Site Index Cond. Nbhd. Nbhd. Adj										Notes Location Adjustment Adj Unit P Land Value 1 1003 Association Land A 5.000 AC 306,000.00 0.34166 4 0.01 375 3,750 WETLAND 1.0000 19,600	
Total Card Land Units 5.000 AC		Parcel Total Land Area 5.000		Total Land Value 19,600									

Property Location  
Vision ID 1533

COMPO MILL COVE:  
- Account # 5559

Map ID E04 / 073/000 /  
Bldg # 1

State Use 1003  
Print Date 11/25/2024 8:22:59 P

Bldg Name  
Sec # 1 of 1

Card # 1 of 1

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Element	Cd
Style:	99	Fireplaces	
Model:	00	Ceiling Height	
Grade:		Elevator	
Stories:		<b>CONDO DATA</b>	
Occupancy:		Parcel Id	C
Exterior Wall 1			B
Exterior Wall 2			S
Roof Structure:		Adjust Type	
Roof Cover:		Code	
Interior Wall 1		Description	
Interior Wall 2		Factor%	
Interior Fir 1		Condo Fir	
Interior Fir 2		Condo Unit	
Heat Fuel		<b>COST / MARKET VALUATION</b>	
Heat Type:		Building Value New	
AC Type:		Year Built	
Total Bedrooms		Effective Year Built	
Total Bathrms:		Depreciation Code	
Total Half Baths		Remodal Rating	
Total Xtra Fixtrs		Year Remodeled	
Total Rooms:		Depreciation %	
Bath Style:		Functional Obsol	
Kitchen Style:		External Obsol	
Kitchens		Trend Factor	
Whirlpool Tubs		Condition	
Hot Tubs		Percent Good	
Sauna (SF Area		Crns Sect Rcnld	
Fin Basement		Dep % Ovr	
Fin Bsmt Qual		Dep Ovr Comment	
Bsmt. Garages		Misc Imp Ovr Comment	
Interior Cond		Cost to Cure Ovr	
Fireplaces		Cost to Cure Ovr Comment	
Ceiling Height		<b>OB - OUTBUILDING &amp; YARD ITEMS(D) / XF - BUILDING EXTRA FEATURES(B)</b>	
		Description	L/B
		Units	Yr-Blt
		Unit Price	Cond. Cd
		% Gd	Grade
		Grade Adj.	Appr. Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>			
Code	Description	Living Area	Floor Area
		EIF Area	Unit Cost
		Undeprac Value	
		Ttl Gross Liv / Lease Area	0
			0
			0

No Sketch

Property Location: COMPO MILL COVE, Account # 5559, Map ID E041/10731000 / Bldg # 1, Card # 1 of 1, State Use 1003, Vision ID 1533, Bldg Name Sec 1 of 1, Print Date 11/25/2024 8:22:59 P

CURRENT OWNER		TOPO		UTILITIES		STRT/ROAD		LOCATION		CURRENT ASSESSMENT			
COMPO COVE PARK ASSOCIATION		Alt Pcd ID	54481100	1 Public		VAC	RS LN			Code	5-1		
CJO MICHAEL FRIEDLAND		Historic ID	506	SUPPLEMENTAL DATA						Appraised	19,600		
S4 COMPO MILL COVE		Census	Westport Ct	Lift Hse	Asking \$					Assessed	13,700		
WESTPORT CT	06880	Survey Ma	3720	GIS ID	E04073000					WESTPORT, CT			
<b>RECORD OF OWNERSHIP</b>													
COMPO COVE PARK ASSOCIATION		VOL/PAGE		SALE DATE		QU		VI		SALE PRICE			
COMPO COVE PARK ASSOCIATION		0045	10264	09-05-1925	U	0	29			13,700			
		0045	0263	09-05-1925	U	0	30			13,700			
<b>OTHER ASSESSMENTS</b>													
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor				
Total		0.00								13,700			
<b>ASSESSING NEIGHBORHOOD</b>													
Nbhd	Nbhd Name	B		Tracing		Batch							
M/ 3720	0001												
<b>NOTES</b>													
SALT MEADOWS													
Appraised Bldg. Value (Card) 0													
Appraised Xf (B) Value (Bldg) 0													
Appraised Ob (B) Value (Bldg) 0													
Appraised Land Value (Bldg) 19,600													
Special Land Value 0													
Total Appraised Parcel Value 19,600													
Valuation Method C													
Total Appraised Parcel Value 19,600													
<b>BUILDING PERMIT RECORD</b>													
Permit Id	Issue Date	Type	Amount	Insp Date	% Comp	Date Comp	Comments						
<b>VISIT/CHANGE HISTORY</b>													
Date	Id	Type	Is	CR	Purpose/Result								
05-14-2020	SR			19	Field Review								
02-13-2015	BG			99	Vacant Lot Inspection								
02-23-2006	WG		1	41	Hearing - Change								
08-31-2005	HH		1	99	Vacant Lot Inspection								
<b>LAND LINE VALUATION SECTION</b>													
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Location Adjustment	Adj Unit P	Land Value
1	1003 Association Land	A		5.000 AC	306,000.00	0.34166	4	0.01	375	3.750	WETLAND	1.0000	19,600
Total Card Land Units		5.000 AC		Parcel Total Land Area		5.000		Total Land Value		19,600			

State Use 1003  
Print Date 11/25/2024 8:22:59 P

Card # 1 of 1

Bldg Name  
Sec # 1 of 1

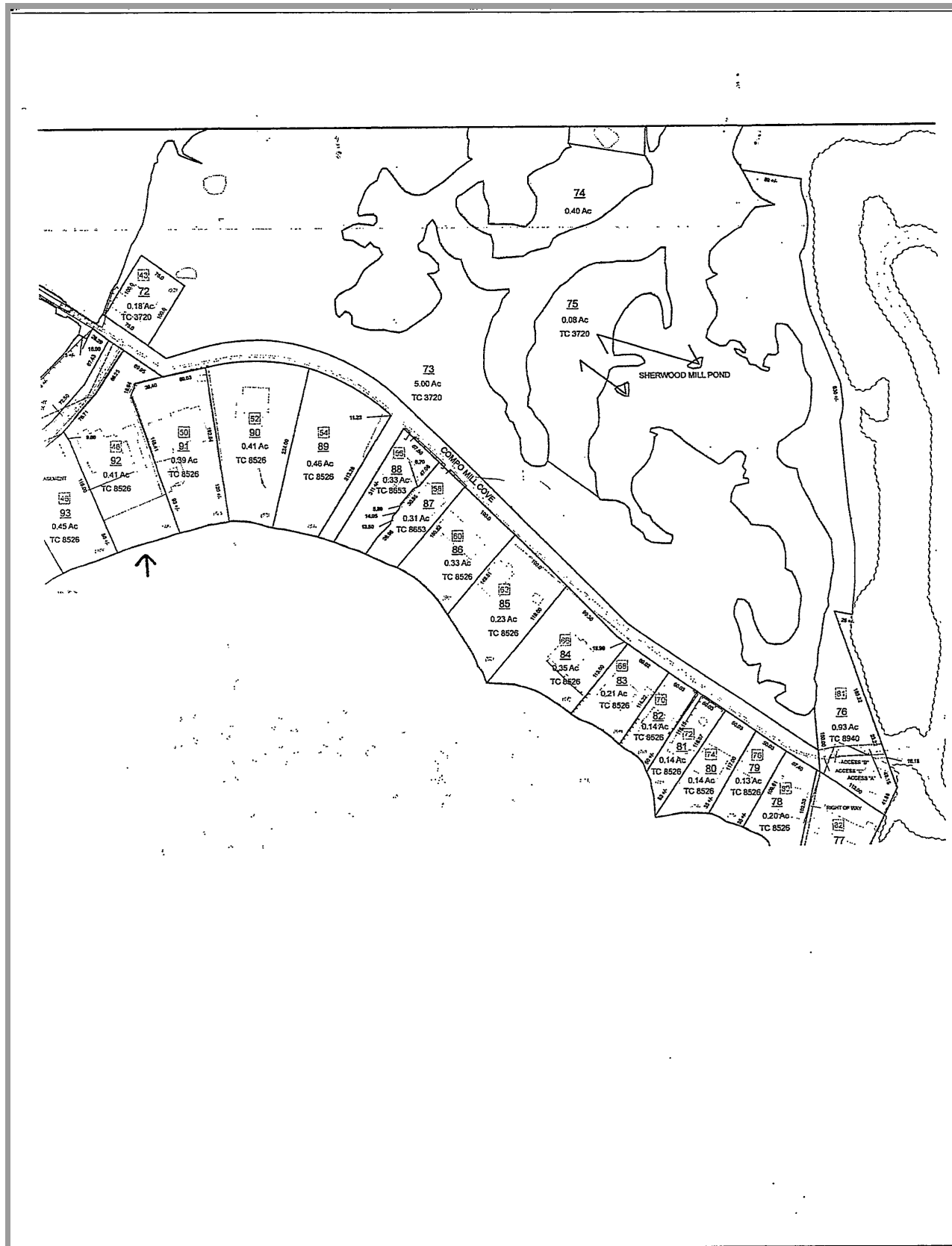
Map ID E041 / 0731000 /  
Bldg # 4

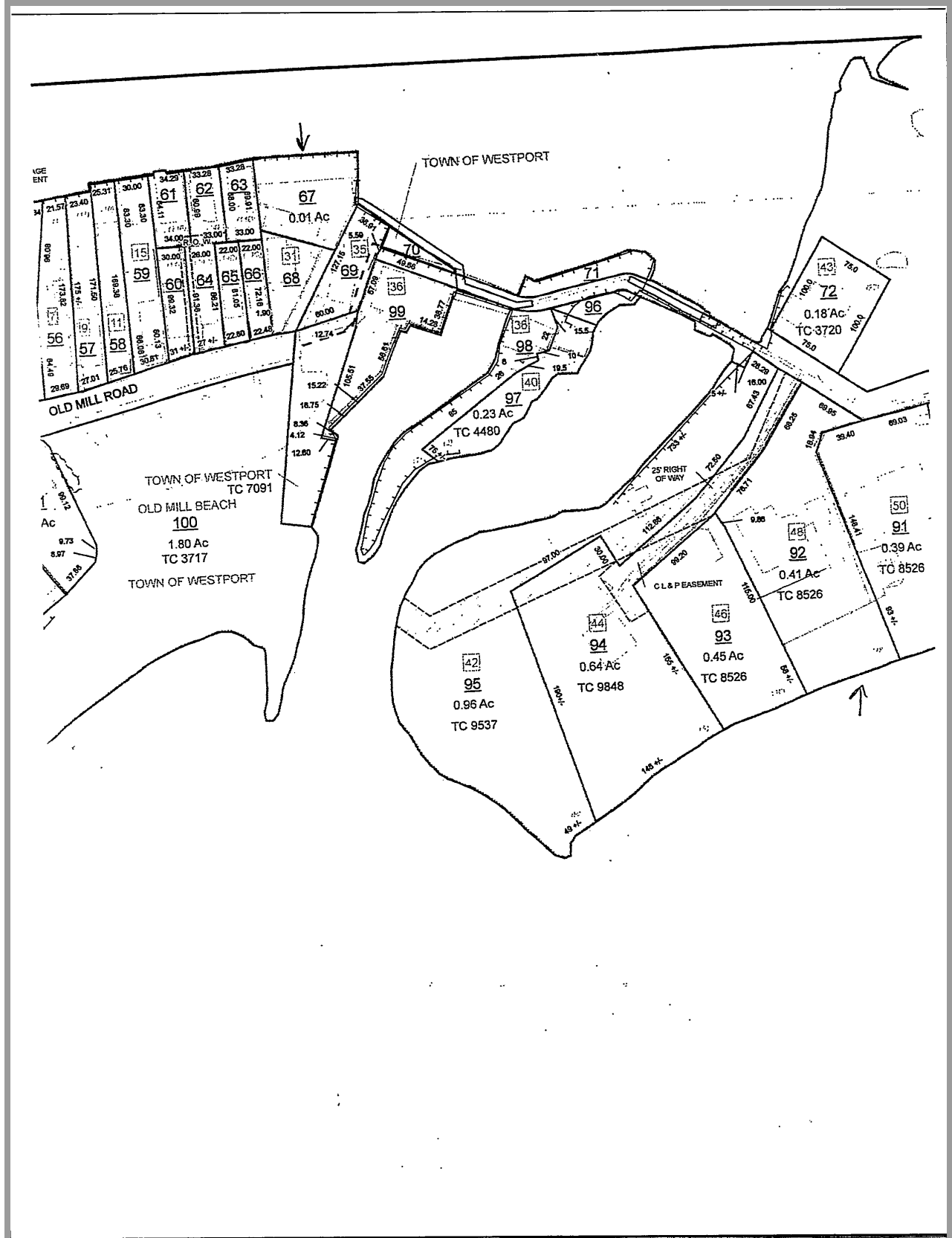
Account # 5559

Property Location COMPO MILL COVE  
Vision ID 1533

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)																									
Element	Description	Element	Description																								
89	Vacant Land																										
00	Vacant																										
<p>Style: Model: Grade: Occupancy: Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover: Interior Wall 1 Interior Wall 2 Interior Fir 1 Interior Fir 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixrs Total Rooms: Bath Style: Kitchen Style: Kitchens Whirlpool Tubs Hot Tubs Sauna (SF Area) Fin Basement Fin Bsmt Qual Bsmt. Garages Interior Cond Fireplaces Ceiling Height</p>																											
<p>Building Value New</p> <p>Year Built Effective Year Built Depreciation Code Remodel Rating Year Remodeled Depreciation % Functional Obsol Trend Factor Condition % Percent Good Cns Sect Renld Dep % Ovr Dep Ovr Comment Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comment</p>																											
<p>OB - OUTBUILDING &amp; YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</p> <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> <th>LUB</th> <th>Units</th> <th>Unit Price</th> <th>Yr Bilt</th> <th>Cond.</th> <th>Cd</th> <th>% Gd</th> <th>Grade</th> <th>Grade Adj.</th> <th>Apprx. Value</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Code	Description	LUB	Units	Unit Price	Yr Bilt	Cond.	Cd	% Gd	Grade	Grade Adj.	Apprx. Value												
Code	Description	LUB	Units	Unit Price	Yr Bilt	Cond.	Cd	% Gd	Grade	Grade Adj.	Apprx. Value																
<p>BUILDING SUB-AREA SUMMARY SECTION</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Living Area</th> <th>Floor Area</th> <th>Eiff Area</th> <th>Unit Cost</th> <th>Undeprac Value</th> </tr> </thead> <tbody> <tr> <td>Ttl Gross Liv / Lease Area</td> <td>0</td> <td>0</td> <td>0</td> <td></td> <td>0</td> </tr> </tbody> </table>				Description	Living Area	Floor Area	Eiff Area	Unit Cost	Undeprac Value	Ttl Gross Liv / Lease Area	0	0	0		0												
Description	Living Area	Floor Area	Eiff Area	Unit Cost	Undeprac Value																						
Ttl Gross Liv / Lease Area	0	0	0		0																						

No Sketch





Book: 1105 Page: 151 File Number: 7257 Page: 1 of 4

Form 185 Connecticut QUIT-CLAIM DEED. 1905 151 TITELAND RECORDS & PAY OFFICE  
TITELAND RECORDS & PAY OFFICE

# Know All Men By These Presents

That

Compo Cove Park Association, Inc., a Connecticut  
Non-Stock Corporation, acting herein by  
ALLEN A. RAYMOND, its President,

DULY AUTHORIZED,

for divers good causes and considerations thereunto moving, especially for  
Ten 00/000 (\$10.00) Dollars received to its full satisfaction of

The Heirs, Devises and Personal Representatives of  
W. R. Bruce Porter, Late of Westport, Connecticut,  
individually and as Trustee, and to the Owners and  
future Owners of the premises described on Schedule  
A - Parcel 1 and Schedule A - Parcel 2 (hereafter  
collectively referred to as "Released ")

have remised, released, and forever quitclaimed, and do by these presents, for itself  
and its successors and heirs, justly and absolutely remise, release, and forever QUIT-  
CLAIM unto the said Releasee and their respective

successors, heirs and assigns forever, all such right and title as it the said Releasor  
has or ought to have in or to

The premises described on Schedule A - Parcel 1 and Schedule A -  
Parcel 2 which are attached hereto and incorporated herein by  
reference.

Specifically including, but not limited to, any and all rights  
which may exist at law or in equity with respect to said  
premises, including such rights as may exist by virtue of a  
certain " DEED, OR RIGHT OF WAY " from Hermon G. Bumpus in favor  
of Henry F Colburn and Arthur B. Colburn (predecessors in title  
to Releasor herein) dated June 21, 1905 and recorded in the  
Westport Land Records July 1, 1905 at Volume 24 page 386.

Book: 1105 Page: 151 File Number: 7257 Page: 2 of 4

BOOK 1105 PAGE 152

SCHEDULE A - PARCEL 1

PROPERTY OWNED BY W. R. BRUCE PORTER

The premises situated in the Town of Westport, County of Fairfield and State of Connecticut, shown as Tract B on "Map of property of Eric Schuler Westport, Conn. May 1927" on file in the Westport Town Clerk's Office as Map No. 551, and bounded:

- NORTHERLY by land now or formerly of Herman and Fay Rappaport, in part, and in part by land of others, 107.7 feet, more or less;
- EASTERLY by land now or formerly of William Andrews, 86.56 feet, more or less;
- SOUTHERLY by the mean high water line of Long Island Sound, 96 feet, more or less; and
- WESTERLY by land now or formerly of Hunt Downs and Sunderland, 126 feet, more or less.

Being the same premises as conveyed by Warranty Deed dated May 14, 1946, recorded Westport Land Records May 20, 1946, Volume 86, Page 121.

SCHEDULE A - PARCEL 2

PROPERTY OWNED BY W. R. BRUCE PORTER, TRUSTEE

Description of Property:

All that certain tract or parcel of land situate in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows, to wit:

All that certain tract of Salt Meadow and upland, containing about two (2) acres, more or less, lying on the west side of Little Island, so-called, bounded - North on Creek, in part, and in part on Salt Meadow now or formerly of Joseph W. Jennings; East on Pent Highway, in part, and in part on land now or formerly of heirs of --- Andrews; South on Beach; West on Creek, in part, and in part on land formerly of George Fairchild, Jr. Reserving to those now owning such right, the privilege to pass and repass over said meadow with teams to their meadows. Being the same tract of land that was conveyed by Georgianna A. Sherwood to Hermon C. Bumpus, April 25th, 1905, recorded Westport Land Records, Volume 25, Page 208. See agreement concerning boundary, Westport Land Records, Volume 27, Page 249.

Excepting therefrom those parcels conveyed from I. Leon Hunt, Morris Downs and Victor L. Sunderland, being shown as "Tract A" and "Tract B" on "Map of property of Eric Shuler, Westport, Connecticut, May 1927" on file in the Westport Town Clerk's Office as Map No. 551.

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Alternate Description of the above Premises:

In an effort to clarify, update and more accurately describe the above premises, the following description is provided as an alternate description of the above premises:

All that certain tract or parcel of land situated in the Town of Westport, County of Fairfield and State of Connecticut, being approximately 1.4 acres, more or less, shown on "Map Of Compo Cove Park Prepared For The Compo Cove Park Associates, Incorporated Westport Conn. Scale 1" = 50' Mar. 1930 by Samuel W. Hoyt, Jr. Co. Inc." on file in the Westport Town Clerk's Office as Map No. 3720, consisting of three parcels, bounded and described as follows:

FIRST PARCEL: shown as land of "Hunt, Downes and Sunderland".

**NORTHERLY** by a broken line, as shown on the map, from the "Creek" easterly to the "Drill Hole in White Stone as shown by Dr. A. B. Coleburn", all as shown on the map;

**EASTERLY** by a broken line, as shown on the map, designated as "Edge of Upland" formerly known as the Pent Highway, (now Sherwood Island State Park);

**SOUTHERLY** by solid line as shown on the map, shown as land of Hunt, Downes and Sunderland; and

**WESTERLY** by creek, shown on said map as "Creek, Hunt Downes & Sunderland 3 Acres".

SECOND PARCEL: shown as land of "Hunt, Downes and Sunderland".

**NORTHERLY** by First Parcel, described above;

**EASTERLY** by land formerly of said Pent Highway and of Andrews (now Sherwood Island State Park);

**SOUTHERLY** by land of Eric Schuler, as shown on the map, now of Marguerite F. Porter, Trustee;

**EASTERLY** again, by land of Eric Schuler, as shown on the map, now of Marguerite F. Porter, Trustee;

**SOUTHERLY** again, by land shown of Alfred G. Stanford, as shown on the map, now of W. R. Bruce Porter; and

**WESTERLY** by solid line, designated as Salt Meadow, in part, and in part by "Creek" of Hunt, Downes and Sunderland, all as shown on the map.

THIRD PARCEL: A strip of land 3 feet in width designated "Hunt, Downes & Sunderland Apr. 16, 1923 Vol. 42 P. 171" on said map and bounded:

**NORTHERLY** by the "Right of Way" leading to the Tide Gates, 3 feet, more or less;

**EASTERLY** by land of Alfred G. Stanford, as shown on said map, now of W. R. Bruce Porter;

**SOUTHERLY** by the Mean High Water Line of Long Island Sound, 3 feet, more or less; and

**WESTERLY** by the westerly half of Lot 21 as shown on said map, being land now or formerly of Marcia K. Feedman.

Being the same premises described as the Second Tract in deed from Hermon C. Bumpus to I. Leon Hunt, Morris Downes and Victor L. Sunderland dated April 16, 1923 and recorded Westport Land Records April 17, 1923, Volume 38, page 370, excepting therefrom, those parcels conveyed from I. Leon Hunt, Morris Downes and Victor L. Sunderland, being shown as Tract "A" and Tract "B" on "Map of Property of Eric Schuler, Westport, Connecticut, May 1927" on file in the Westport Town Clerk's Office as Map No. 551.

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BOOK 1105 PAGE 151

To Have and to Hold the premises unto the said Releasee

and to their successors, heirs and assigns, to the only use and behoof of the said Releasee, their

successors, heirs and assigns forever, so that neither the said Releasee

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

In Witness Whereof, I have hereunto set hand and seal in the year of our Lord nineteen hundred and Ninety-One.

Signed, Sealed and Delivered in presence of

Joanne Mazur Hill  
Joanne Mazur Hill

Melvin H. Barr, Jr.

Compo Cove Park Association, Inc.  
by Allen A. Raymond  
Its President

State of Connecticut, } ss. Westport  
County of Fairfield }

On this the 12th day of June, 1991, before me, Joanne Mazur Hill, the undersigned officer, personally appeared Allen A. Raymond, President of Compo Cove Park Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as in free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Joanne Mazur Hill  
Joanne Mazur Hill  
Notary Public

Title of Officer

Latest address of Grantor:  
No. and Street

RECEIVED FOR RECORD JUNE 18, 1991 at 2:34 P.M. & RECORDED BY Joan M. Nyda Westport Town Clerk

Form 143 Connecticut QUIT-CLAIM DEED. BODY 1105 PAGE 149 TITELANDS REGISTERED IN A DAY OFFICE

# Know All Men By These Presents

That

Compo Cove Park Association, Inc., a Connecticut Non-Stock Corporation, acting herein by

ALLEN A. RAYMOND, ITS PRESIDENT,

DULY AUTHORIZED,

for divers good causes and considerations thereunto moving, especially for Ten 00/000 (\$10.00 ) Dollars received to its full satisfaction of

Marguerite F. Porter, Trustee  
6 Porters Lane  
Westport, Connecticut

have remised, released, and forever quitclaimed, and do by these presents, for itself and successors and heirs, justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Releasee

Marguerite F. Porter, Trustee and  
Marguerite F. Porter, Individually, and her

successors, heirs and assigns forever, all such right and title as it the said Releasor has or ought to have in or to

The premises described on Schedule A which is attached hereto and incorporated herein by reference.

Specifically including, but not limited to, any and all rights which may exist at law or in equity with respect to said premises, including such rights as may exist by virtue of a certain " DEED, OR RIGHT OF WAY " from Hermon G. Bumpus in favor of Henry F Colburn and Arthur B. Colburn (predecessors in title to Releasor herein) dated June 21, 1905 and recorded in the Westport Land Records July 1, 1905 at Volume 24 page 386.

### SCHEDULE A

#### PREMISES OWNED BY MARGUERITE F. PORTER, TRUSTEE

The premises situated in the Town of Westport, County of Fairfield and State of Connecticut, shown as Tract "A" on "Map of Property of Eric Schuler, Westport, Conn. May 1927" on file in the Westport Town Clerk's Office as Map No. 551, and bounded:

Beginning at a point which is the Southeasterly corner of said tract and extending N. 28° 02' East 49.08 feet to a point; thence N. 3° 55' East 15.45 feet to a point; thence N. 8° 38' West 7.62 feet to a point; thence N. 55° 02' West 82.11 feet to a point; thence S. 29° 17' West 51.05 feet to a point; thence S. 45° 10' East 97.7 feet to the point or place of beginning.

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To Have and to Hold the premises unto the said Releasee

and to her successors, heirs and assigns, to the only use and behoof of the said Releasee

successors, heirs and assigns forever, so that neither it the said Releasor

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

In Witness Whereof, I have hereunto set hand and seal this 12th day of June, and Ninety-One. in the year of our Lord nineteen hundred Compo Cove Park Association, Inc.

Signed, Sealed and Delivered in presence of

JOANNE MAZUR HILL

HELVIN H. BARR, JR.

By Allen A. Raymond, Its President

State of Connecticut, Westport County of Fairfield

On this the 12th day of June, 1991, before me, the undersigned officer, personally appeared JOANNE MAZUR HILL, President of Compo Cove Park Association, Inc. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal. JOANNE MAZUR HILL, Rotary Public

Latest address of Grantor: No. and Street

Title of Officer

RECEIVED FOR RECORD JUNE 18, 1991 at 2:33 P.M. & RECORDED BY Joan M. Hyde Westport Town Clerk

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WARRANTY-VOL. 48

To all People to whom these Presents shall come,--GREETING:

KNOW YE, THAT The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport, in said State, acting herein by Marshall Cornine, its President, and W. St. John Comstock, its Secretary and Treasurer, hereunto duly authorized,

for the consideration of One Dollar and other valuable considerations received to its full satisfaction of Kenneth S. Montgomery of said Westport,

does Give, Grant, Bargain, Sell and Confirm unto the said Kenneth S. Montgomery

A certain tract or parcel of land, situated in said town of Westport, and bounded Southwesterly, forty feet, by land of Charles F. Kuch; Southwesterly 54.6 feet, by land of Harrington; Northerly, or Northwesterly, 49.59 feet, by Hills Point Road; and Northeasterly, 47.88 feet, by land of Edna M. Sherwood.

Being a part of the premises described in the deed to the Grantor, recorded in the Westport Land Records, Vol. 32, page 526.

Said premises are subject to a right of way to Charles F. Kuch, along the southwesterly side of said premises.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said grantor, his heirs and assigns, forever, to him and his heirs and assigns, and their own proper use and behoof. And also, it the said grantor does for itself, its heirs and assigns, that at, and until the annulling of these presents it is well satisfied of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, it, the said grantor does by these Presents, bind itself and its successors heirs forever to warrant and defend the above granted and bargained premises to him the said grantor his heirs and assigns, against all claims and demands whatsoever, except as aforesaid. of September, said The Compo Cove Park Association, Incorporated, has day-of thirtieth day/A. D. 1927.

Signed, Sealed and Delivered in presence of } The Compo Cove Park Association, [SEAL] Incorporated, [SEAL] by Marshall Cornine, its President [SEAL] and William St. J. Comstock its Secretary and Treasurer.

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT. Norwalk, September 30th, . A. D. 1927. Personally appeared The Compo Cove Park Association, Incorporated, by Marshall Cornine its President, and W. St. John Comstock, its Secretary and Treasurer, who acknowledged the same to be their act and deed, before me. Joseph Morton Justice of the Peace, Commissioner of the Superior Court for Fairfield County.

Received for Record October 7, 1927 at 9:50 A.M. Recorded by E.C. Birge Town Clerk.

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County Clerk's Certificate--continued  
MANUSCRIPT--VOL. 45

Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said Court and County, the 4th day of Sept. 1925.

(Seal) James A. Donegan, Clerk

Received for record September 5, 1925  
at 8:10 A. M. and recorded by

*E. C. Surge*  
Town Clerk

EXECUTOR'S DEED--TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME.

Whereas, at a Court of Probate, holden at Norwalk, within and for the District of Norwalk, on the 30th day of September, 1921, upon the application of Kenneth M. Coleburn, of said Norwalk, as Executor of the will of Henry F. Coleburn, late of Norwalk, in said District, deceased, upon due public notice given, and due proceedings had, in the due course of settlement of the estate of said deceased, an order was made authorizing and empowering said Kenneth M. Coleburn, Executor as aforesaid to sell, at private sale, unless before such sale was made, said Court by a further order should otherwise decree, as he should deem to be to the best advantage, and convey all such right, title and interest as said Henry F. Coleburn had at the time of his decease, in and to certain real estate described in said order, of which the premises hereinafter described are a part, first giving a probate bond in the sum mentioned in said order, and giving public notice that said real estate was for sale, by publishing a notice to that effect in a newspaper having a circulation in said District of Norwalk, as to the Norwalk real estate, and in a newspaper having a circulation in Westport, as to the Westport real estate; all which more fully appear by the records of said Court, reference thereto being had.

And whereas, pursuant to said order, said Kenneth M. Coleburn, Executor as aforesaid, first gave a probate bond in the sum required, to the satisfaction of said Court of Probate, and gave notice that the real estate hereinafter described was for sale, by publishing a notice to that effect in the Westporter Herald, a newspaper having a circulation in said Westport; and pursuant to said order, no further order having been made by said Court, he sold at private sale, deeming the same to be to the best advantage, all the right, title and interest as said Henry F. Coleburn had at the time of his decease, in or to the real estate hereinafter described, for the sum of One dollar and other valuable considerations, to The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport in said State.

Now therefore, know ye, that I, the said Kenneth M. Coleburn, Executor as aforesaid, under the pursuant to the power and authority given as aforesaid, and in consideration of said sum received to my full satisfaction of said The Compo Cove Park Association, Incorporated, do give, grant, bargain, sell and confirm unto the said The Compo Cove Park Association, Incorporated, all the right, title, interest, claim and demand, which the said Henry F. Coleburn had at the time of his decease, in and to the following described real estate, to wit:

An undivided one-half share and interest, in and to a certain tract of land, being salt meadow, situated at Compo Cove, so called, in said town of Westport and bounded: Northerly by the salt meadow of John Guyer, by a Creek or Ditch, by land formerly of Mrs. Frances Sherwood, and by land formerly of Samuel W. Hoyt, Jr. and Susan B. Hoyt, and now of Morrison; Easterly by land of said Morrison, land formerly of Mrs. Frances Sherwood, and by Creek or Ditch; Southerly by land of said Morrison, land of H. Heyn, the estate of Henry F. Coleburn, deceased and Arthur B. Coleburn, land of Allen R. Diefendorf, land of Margaret S. Lees, land of Frederick D. Huland, by the tract next described, and by Lots Numbers 6 to 21 inclusive, on "Map of shore lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn." belonging to various persons; the boundary line between the tract hereby conveyed and said other land of the estate of Henry F. Coleburn and Arthur B. Coleburn, commences at the southeasterly end of the bridge at the westerly side of the tract hereby conveyed, and runs in a straight line on a course of 86 degrees 16 minutes, and 30 seconds, as shown on the above map; to land of Allen R. Diefendorf; and Westerly by Compo Mill Pond, and land of said Morrison, and the abutments of tide gate.

Also an undivided one-half share and interest in and to a certain tract or parcel of land, situated at said Compo Cove, in said Westport, designated as "Reserve A", on the above described map.  
Excepting from the above described premises, a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

Together with a right of way, in common, to and from said premises, over the way described in the deed of William A. Norden to H. F. Coleburn, recorded in the Westport Land Records, Vol. 24, Page 132, upon the conditions described in said deed, and upon the further condition, that the Grantee, its successors and assigns, shall pay its or their proportionate share of the cost of keeping said passage way in repair, said proportionate share to depend upon the number of residences upon said Compo Cove.

And also, all the right, title and interest of said Henry F. Coleburn deceased, in the premises, and rights granted therein, by the deed recorded in the Westport Land Records, Vol. 24, Page 388.

Said premises are also subject to certain rights of way heretofore granted to owners of lots on said Compo Cove; and reserving to the estate of said Henry F. (continued)

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EXECUTOR'S DEED---continued MANUSCRIPT--VOL. 45

Coleburn, and to the heirs of said Henry F. Coleburn, and their assigns, a right of way over said passage way, bridge, and the right of way herein described, and all existing rights of way.

But this deed is given and accepted, upon the following conditions, which are to remain in force until such time as the Grantee, by a vote of more than three-fourths of all its members, at a meeting legally called for such purposes, shall determine to abolish, amend or repeal the same.

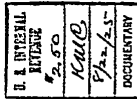
That no building shall be erected on said premises to cost less than \$800; That no spirituous or intoxicating liquors shall be sold on said premises; That there shall not be erected, kept or maintained on said premises, any hotel, boarding house, or house of public entertainment, or bathing pavilion, or barn; and That no animals or live stock shall be kept thereon.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 22nd day of August, 1925.

Signed, sealed and delivered in presence of

Arthur B. Coleburn  
Louis Goldschmidt



Kenneth M. Coleburn (Seal)  
Executor as aforesaid.

State of Connecticut,  
Fairfield County,

as Norwalk, August 22, 1925

Personally appeared Kenneth M. Coleburn, Executor as aforesaid, signer and sealor of the foregoing instrument, and acknowledged the same to be his free act and deed, individually, and as such Executor before me,

Louis Goldschmidt, Notary Public

Received for record September 5, 1925  
at 11:00 A. M. and recorded by

*E. L. Burge* Town Clerk

WARRANTY DEED- - - TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That I, Arthur B. Coleburn, of Norwalk, Fairfield County, Connecticut, for the consideration of one dollar and other valuable considerations, received to my full satisfaction of The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport, in said State, do give, grant, bargain, sell and confirm unto the said The Compo Cove Park Association, Incorporated.

An undivided one-half share and interest, in and to a certain tract of land, being salt meadow, situated at Compo Cove, so called, in said Town of Westport, and bounded: Northwly by the salt meadow of John Guyer by a Creek or Ditch, by land formerly of Mrs. Frances Sherwood, and by land formerly of Samuel W. Hoyt, Jr. and Susan S. Hoyt, and now of Morrison; Easterly by land of said Morrison, land formerly of Mrs. Frances Sherwood, and by Creek or Ditch, Southerly by land of said Morrison, land of the Grantor and of the estate of Henry F. Coleburn, deceased, land of Allen R. Bisendorff, land of R. Heyn, of Margaret S. Lees, land of Frederick D. Ruland, by the tract next described, and by Lots Numbers 6 to 21 Inclusive, on "Map of Shore Lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn." belonging to various persons; the boundary line between the tract hereby conveyed, and said other land of the Grantor and the estate of Henry F. Coleburn, commences at the southeasterly end of the bridge, at the westerly side of the tract hereby conveyed, and runs in a straight line, on a course 88 degrees, 16 minutes, and 30 seconds as shown on the above map; to land of Allen R. Bisendorff; and Westerly by Compo Mill Pond, and land of Morrison; and the abutments of tide gate.

Also an undivided one-half share and interest, in and to a certain tract of parcel of land, situated at said Compo Cove, in said Westport, designated as "Reserve A" on the above described map.

Excepting from the above described premises, a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

Together with a right of way, in common, to and from said premises, over the way described in the deed of William A. Bordon to H. F. Coleburn, recorded in said Westport Land Records, Vol. 24, Page 132, upon the conditions described in said deed, and upon the further condition that the Grantee, its successors and assigns, shall pay its or their proportionate share of the cost of keeping said passage way in repair, said proportionate share to depend upon the number of residences erected upon said Compo Cove.

Said premises are also subject to certain rights of way heretofore granted to owners of lots on said Compo Cove, and except existing rights of way.

But this deed is given and accepted, upon the following conditions, which are to remain in force until such time as the Grantee shall, by a vote of three-fourths or more, of its members shall at a legal meeting, called for such purpose, determine to abolish, amend or repeal the same;

That no building shall be erected on said premises to cost less than \$800.; That no spirituous or intoxicating liquors shall be sold on said premises and that there shall not be erected, kept or maintained on said premises, any hotel, boarding house, or house of public entertainment, or bathing pavilion, or barn; and that no animals or fowl shall be kept thereon.

And also hereby conveying all my interest in and to the rights granted by the deed recorded in the Westport Land Records, Vol. 24, Page 386. (Continued)

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WARRANTY DEED---continued MANUSCRIPT--VOL. 45

Reserving to myself, my heirs and assigns, a right of way over the passage way, bridge and rights of way hereinbefore described.

The map hereinbefore described is on file in the office of the Town Clerk of said Westport.

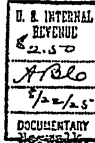
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto it the said grantee its successors and assigns forever, to its and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantee, its successors and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, I the said grantor, do by these presents bind myself, and my heirs forever to warrant and defend the above granted and bargained premises to it the said grantee, its successors and assigns, against all claims and demands whatsoever except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of August, A. D. 1925.

Signed, sealed and delivered in presence of

Kenneth M. Coleburn  
Louis Goldschmidt



Arthur B. Coleburn (LS)

State of Connecticut, ss August 22, A. D. 1925  
County of Fairfield,

Personally appeared Arthur B. Coleburn, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Louis Goldschmidt, Commissioner of the Superior Court, for Fairfield County.

Received for record Sept. 5, 1925 at 11:00 A. M. and recorded by

*E. D. Birge* Town Clerk

RELEASE OF MORTGAGE---KNOW ALL MEN BY THESE PRESENTS: That I, Minnie A. Papish, of the City of Danbury, in the County of Fairfield and State of Connecticut, do hereby release and discharge a certain mortgage from Florence M. Minzen, of 2009 Creston Avenue, City of New York, County of Bronx and State of New York, to my said.

Dated September 3, 1924 and recorded in the records of the Town of Westport, in the County of Fairfield and State of Connecticut, in Book 43, at page 344.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of September, A. D. 1925.

Signed, sealed and delivered in presence of

A. Papish  
C. P. Harris

Minnie A. Papish (LS)

State of Connecticut, ss Westport, September 8th, A. D. 1925  
County of Fairfield,

Personally appeared Minnie A. Papish, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

C. P. Harris, Notary Public (LS)

Received for record Sept. 9, 1925 at 10:40 A. M. and recorded by

*E. D. Birge* Town Clerk.

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JUDGMENT --- AT A SUPERIOR COURT HOLDEN AT BRIDGEPORT WITHIN AND FOR FAIRFIELD COUNTY ON THE 8th day of April, 1921, PRESENT HON. JOHN P KELLOGG JUDGE.

HERMON C BUMPUS of Providence, Rhode Island, MARION DYAN of Brooklyn, New York, EDNA M SHERWOOD of Westport, Connecticut, JOSEPH S FAIRBANKS of Stamford, Connecticut, MARJORIE HARRINGTON, of Norwalk, Connecticut, STANLEY B FILLON, of Westport, Connecticut, THE COMPO COVE PARK ASSOCIATION INC. of Westport, Connecticut,

vs.

THE HEIRS, DEVISEES, CREDITORS AND REPRESENTATIVES OF ABRAHAM SHERWOOD, FRANCIS SHERWOOD, AND FRANKLIN SHERWOOD, late of Westport, deceased,

SUPERIOR COURT, FAIRFIELD COUNTY, Bridgeport, April 8, 1921.

## JUDGMENT.

This action by complaint claiming judgment adjudicating and determining the title to certain real estate consisting of seven parcels of land situate in the town of Westport, county of Fairfield and state of Connecticut, bounded and described as follows:

1. All that certain tract or parcel of land bounded northerly on Hills' Point Road; easterly on land of Mary G. Dyan; southerly on beach and land of Harry E. Sherwood and westerly on highway.
2. All that certain tract or parcel of land bounded northerly on highway 57 feet more or less; easterly 100 feet more or less on land of Marjorie Harrington; southerly 40 feet on beach and westerly on land of Hermon C. Bumpus.
3. All that certain tract or parcel of land bounded northerly on Hills Point Road; easterly on land of Compo Cove Park Association, Inc.; southerly on beach and westerly on land of Marion Dyan.
4. All that certain tract or parcel of land bounded northerly on Hills Point Road; easterly on land of Edna M. Sherwood; southerly on beach 40 feet and westerly on land of Marjorie Harrington.
5. All that certain tract or parcel of land bounded northerly on highway; easterly on land of Joseph S. Fairbanks; southerly on beach 44 feet and westerly on land of the Compo Cove Park Association, Inc.
6. All that certain tract or parcel of land bounded northerly on highway; easterly on land of Stanley B. Fillon; southerly on beach 40 feet and westerly on land of Edna M. Sherwood.
7. All that certain tract or parcel of land bounded northerly on highway; easterly on beach; southerly on beach and westerly on land of Joseph S. Fairbanks.

and quieting and settling the title to said property and clearing up all doubts and disputes in respect to the same, and adjudicating and determining that the plaintiff, Hermon C. Bumpus, is now the owner in fee simple of said First Tract, and also adjudicating and determining that the plaintiff Marion C. Dyan is now the owner in fee simple of said Second Tract, and also adjudicating and determining that the plaintiff, Marjorie Harrington is now the owner in fee simple of said Third Tract; and also adjudicating and determining that the plaintiff The Compo Cove Park Association Inc. is now the owner in fee simple of said Fourth Tract, and also adjudicating and determining that the plaintiff, Edna M. Sherwood is now the owner in fee simple of said Fifth Tract, and also adjudicating and determining that the plaintiff, Joseph S. Fairbanks is now the owner in fee simple of said Sixth Tract, and also adjudicating and determining that the plaintiff, Stanley B. Fillon, is now the owner in fee simple of said Seventh Tract, came to this Court on the first Tuesday of March, 1921, notice of the pendency of said action having previously been given to all the parties defendant therein in manner and form agreeable to the statute in such case made and provided and pursuant to an order of this Court dated February 16th 1921, as on file, and thence to the present time when the plaintiffs appeared to prosecute said complaint but all the defendants made default of appearance.

The Court having heard the plaintiffs finds that the plaintiff Hermon C. Bumpus, has an absolute title in and is the owner in fee simple of all of said land described herein as the First Tract.

The Court further finds that the plaintiff, Marion C. Dyan, has an absolute title in and is the owner in fee simple of all of said land described herein as the Second Tract.

The Court further finds that the plaintiff Marjorie Harrington, has an absolute title in and is the owner in fee simple of all of said land described herein as the Third Tract.

The Court further finds that the plaintiff, The Compo Cove Park Association, Inc. has an absolute title in and is the owner in fee simple of all of said land described herein as the Fourth Tract.

The Court further finds that the plaintiff, Edna M. Sherwood, has an absolute title in and is the owner in fee simple of all of said land described herein as the Fifth Tract.

The Court further finds that the plaintiff, Joseph S. Fairbanks, has an absolute title in and is the owner in fee simple of all of said land described herein as the Sixth Tract.

The Court further finds that the plaintiff, Stanley B. fillon, has an absolute title in and is the owner in fee simple of all of said land described herein as the Seventh Tract.

The Court further finds that none of the defendants have any estate, interest in or encumbrance either of the tracts of land described herein, or in any part thereof and it is so adjudged accordingly.

Kellogg, Judge.

(over)

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(continued)

Manuscript Vol. 38

HERMON C BUMPUS, et al

vs.

HEIRS, ETC., OF ABRAHAM SHERWOOD, ET ALS.

STATE OF CONNECTICUT

FAIRFIELD COUNTY, ss

SUPERIOR COURT.

I, Fred W. Tracy, Clerk of said Court, hereby certify that the within and foregoing is a true copy of the original Judgment, in said cause as on file and of record appears.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Court at Bridgeport, in said County this 12th day of April, 1921. Fred. W. Tracy, Clerk. (LS)

Received for record April 16, 1921 at 10.30 A. M. and recorded by

*E. L. Birge*

Town Clerk.

ADMINISTRATOR'S DEED --- TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME; Greeting, WHEREAS at a Court of Probate holden at Westport within and for the District of Westport on the 11th day of December 1909, upon application of M. Wesley Sherwood of the town of Fairfield, county of Fairfield and state of Connecticut, Administrator of the estate of Moses Sherwood, late of Westport in said District deceased, an order was made authorizing and directing said Administrator to sell either at public auction or at private sale, as he should deem best, the real estate of said deceased hereinafter described, notice of such sale to be posted on the sign-post nearest the said land and in the same town and return make. All which will more fully appear by the records of said Court, reference thereto being had.

AND WHEREAS, Pursuant to said order I posted a notice of such sale on the public sign-post nearest to said land, in the town of Westport in which town said land lies.

NOW KNOW YE, that I, the said Administrator in pursuance of the authority and direction given aforesaid, and in consideration of the sum of one dollar and other valuable considerations received to my full satisfaction of

LAWRENCE BEATTIE

of the borough of Brooklyn, city of New York, county of Kings and state of New York,

DO GIVE, GRANT, BARGAIN, SELL AND CONFIRM unto the said grantee Lawrence Beattie, all the right, title, interest, claim and demand which the said Moses Sherwood had at the time of his death in and to a certain piece or parcel of land located on Sherwood's Island situated in the town of Westport, county of Fairfield and state of Connecticut, containing nine acres more or less, and bounded and described as follows:

- Northerly on land of Helen F. Gair;
  - Easterly on highway;
  - Southerly on land of Fannie Elwood;
  - Westerly on land of Fannie Elwood;
  - Southerly again on land of Fannie Elwood;
  - Westerly again on Sherwood's Mill Pond;
  - Northerly again on land of M. Wesley Sherwood and Anna T. Dunnebacke;
  - Westerly again on land of M. Wesley Sherwood and Anna T. Dunnebacke.
- Said land consists approximately of eight (8) acres of upland and one (1) acre of salt meadow.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto Lawrence Beattie the said grantee, his heirs and assigns forever, to his and their proper use and behoof. And I the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantee his heirs and assigns, that I have full power and authority as such administrator to bargain and sell the same in manner and form as above written.

AND FURTHERMORE, I, the said grantor, do by these presents bind myself and my heirs forever TO WARRANT AND DEFEND the above granted and bargained premises to him the said grantee, his heirs and assigns, against all claims and demands of any person or persons claiming by, from or under me as Administrator aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of April, A. D. 1921.

Signed, sealed and delivered in presence of Annie E. Gorham Edward E. Gorham

M. Wesley Sherwood, Administrator. (LS)

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, ss. Westport, April 15, 1921. Personally appeared M. Wesley Sherwood, Administrator, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as administrator as therein described before me. Edward E. Gorham, Notary Public for Fairfield County. (LS)

Received for record April 19, 1921 at 9.00 A. M. and recorded by

U. S. INTERNAL REVENUE
\$ 7.50
B. E. & J. C.
4/14/21
DOCUMENTARY

*E. L. Birge*

Town Clerk.

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WARRANTY-VOL. 41

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

KNOW YE, THAT The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport in said State, acting herein by Marshall Cornine, its President and William St. J. Comstock, its Treasurer, hereunto duly authorized,

for the consideration of One dollar and other valuable considerations, received to its full satisfaction of Charles F. Kuch of Norwalk, in said State,

Do Give, Grant, Bargain, Sell and Confirm unto the said Charles F. Kuch

A certain tract or parcel of land, situated in said Westport bounded: Southeasterly on beach, as described in the deed hereafter mentioned, forty feet; Southwesterly by land of Harrington; Northernly, forty feet by other land of the Grantor; and Northwesterly by land of Anna M. Sherwood. The northeasterly boundary line is parallel with the southwesterly boundary line. The northwest corner of the tract conveyed is 54.4 feet southerly from the north west corner of Hill's Point Road, so called, of other land of the Grantor; and the northeast corner of said tract hereby conveyed is 82.97 feet southerly from the northeast corner of said land of the Grantor, measuring from said Hill's Point Road. Being the southerly portion of the tract conveyed to the Grantor by deed recorded in the Westport Land Records Vol. 32 page 526. Take her with a right of way over other land of the Grantor, eight feet in width, along the southwesterly side of said land of the Grantor, to and from the premises hereby conveyed to the highway above described, known as Hill's Point Road. Reserving to the grantor, its successors and assigns, the right to enter upon the premises hereby conveyed, and to excavate for and to lay and maintain a pipe or pipes through and across the premises hereby conveyed, from the premises of the Grantor on the north, to the Beach on the southeasterly side of the tract hereby conveyed; and also reserving the right to enter upon the premises hereby conveyed, at any time, for the purpose of repairing or replacing any of said pipes. Anything done by the grantor under this provision, shall not interfere with any building erected on the premises conveyed.

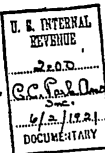
STATE OF NEW YORK, COUNTY OF NEW YORK, SS. New York June 2, 1921. Personally appeared Marshall Cornine, President of the Compo Cove Park Association Incorporated, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said The Compo Cove Park Association, Incorporated, before me, John A. Hofner Notary Public. (L.S.)

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said grantee, his heirs and assigns, forever to him and his heirs and assigns, and their own proper use and behoof. And also, it the said grantor does for itself, its heirs, assigns and administrators, covenant with the said grantee his heirs and assigns, that at, and until the unsealing of these presents it is well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, it the said grantor do by these Presents, bind itself and its successors forever to warrant and defend the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

The Compo Cove Park Association, Incorporated has in witness whereof, said Association hereunto set its hand and seal this 2nd day of June A. D. 1921.

Signed, Sealed and Delivered in presence of J.H. Miller, David R. Jones } to M.C. William Krusch, Louis Goldschmidt } to W. St. J. G.



The Compo Cove Park Association [SEAL] Incorporated by Marshall Cornine its President [SEAL] and William St. John Comstock its Treasurer [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, SS., Westport, Norwalk, June 2, 1921. A.D. 1921

Personally appeared William St. John Comstock, Treasurer of the Compo Cove Park Association, Incorporated, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me and the free act and deed of said The Compo Cove Park Association, Incorporated, before me, Louis Goldschmidt Notary Public. Commissioner of Superior Court - for Fairfield County.

Received for record June 11th, 1921. at 9.00 A.M.

Recorded by

Handwritten signature of E.C. Burge, Town Clerk.

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Know all Men by these Presents, That I, Pearl A. Rice of Worcester, in the State of Massachusetts, married after 1877,

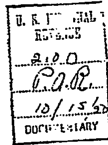
For the consideration of One dollar and other valuable considerations, received to my full satisfaction of The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport, in said State, do by these presents remise, release, and forever Quit Claim unto the said The Compo Cove Park Association, Incorporated,

all right, title, interest, claim and demand whatsoever, which I the said Releasee or ought to have in or to

all that certain tract or parcel of land, situated in said Town of Westport, bounded: Southeasterly on Beach, forty feet; Southwesterly by land of Harrington; Northerly or northwesterly by Hill's Point Road; and Northeasterly by land of Edna M. Sherwood.

The northeasterly boundary line is parallel with the southwesterly boundary line and forty feet therefrom.

Being the same premises described in the deed to me, recorded in the Westport Land Records, Vol. 35 page 589.



To have and to hold the premises, with all the appurtenances, unto the said Releasee, its successors

heirs and assigns forever, so that neither I the said Releasor nor my heirs, nor any person under me or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these presents forever barred and secluded.

In WITNESS WHEREOF, I have hereunto set my hand and seal this the 15 day of October A. D. 19 20,

SIGNED, SEALED AND DELIVERED } Pearl Alice Rice (L. S.)
IN PRESENCE OF }
Anna M. Swetsger (L. S.)
Edith M. Baker (L. S.)

STATE OF MASSACHUSETTS }
COUNTY OF FAIRFIELD, } ss Worcester, October 15, A.D. 1920.
WESTPORT, MASS.

Personally appeared Pearl A. Rice

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

Louis M. Wilson Notary Public. (L.S.)
My commission expires Feb. 3, 1921. Justice of the Peace.

Commissioner of the Superior Court for Fairfield County.

A true copy of the original.

Recorded Jan. 17th, 1921.

ATTEST J. B. DeGard ASST. Town Clerk

Time 9.00 A.M.

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QUIT-CLAIM DEED.

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

Know ye, that I, William A. Borden of the City and County of New Haven, of the State of Connecticut, for the consideration of One Dollar and other valuable considerations, received to my full satisfaction of Henry F. Coleburn of Norwalk, Fairfield County in said State, do remise and forever quit-claim unto the said Coleburn, his heirs and assigns forever, all the right, title and interest, claim and demand, whatsoever, as I, the said releasor, have or ought to have, in or to a certain tract of land situate in the town of Westport, and bounded and described as follows:

Beginning at the Northwest point of the East abutment of the tide gate of Compo Mill Pond, and following the shore of said Pond in a curved line as said shore now is, seventy-five feet more or less; thence South eighteen and one half degrees West, Three Hundred and forty five feet, more or less, along the line of the land owned by Henry F. Coleburn, to the shore of Long Island Sound; thence along the shore of Long Island Sound One Hundred and forty three feet, more or less, to the South end of a row of piles, as the same now stand; thence in a Northeasterly direction along the East shore of the East stream flowing from said Compo Mill Pond, as the same now flows, Three Hundred and thirty nine feet, more or less, to the Southeast corner of the old landing stage; thence East forty two degrees South, forty five feet to stone set up; thence North forty degrees East, fifty one feet to a stone set up; thence West forty two degrees, North, forty five feet to the starting point.

Reserving the right to enter upon said premises for the purpose of rebuilding and repairing said wall and preserving the integrity of said stream as it now flows. There is also hereby conveyed to the said releasee, his heirs and assigns, and to no other persons, the right to construct and maintain a foot passage way over and upon the timbers now in place and any substitutes therefor at the foot of the pond called Compo Mill Pond for the purpose of giving access to the land hereby conveyed to the releasee, which passage way shall be erected and maintained, if at all, at the sole expense of the releasee, his heirs and assigns, and at their risk, and the releasor, his heirs and assigns, assume no responsibility for any accident that may occur in connection with the use thereof, said right of passage way to continue only so long as the owners of the dam shall see fit to maintain the same. The releasee shall maintain hand rails along said passage way during the existence of said passage way.

To Have and to Hold the premises, with all their appurtenances, unto the said releasee, his heirs and assigns forever, so that neither I, the releasor, nor my heirs, nor any other person under me or them shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom I and they are by these presents forever barred and concluded.

In Witness Whereof, I have hereunto set my hand and seal this fifth day of August, A. D. 1902.

Signed, sealed and delivered in presence of

W. A. Borden. LS

Joseph G. Hyatt.

Mary A. Hyatt.

State of Connecticut, Fairfield County, ss.

Westport, August 5th, 1902.

Personally appeared, William A. Borden, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Joseph G. Hyatt.

Notary Public.

Received for record, August 5th 1902.

for Fairfield County.

and recorded by *Mary A. Hyatt*

Asst. Town Clerk.

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BE IT KNOWN, That we, the subscribers, do hereby associate ourselves as a body politic and corporate, pursuant to the statute laws of the State of Connecticut regulating the formation and organization of corporation without capital stock, and the following are our articles of association:

ARTICLE 1. The name of said corporation shall be The Compo Cove Park Association, Incorporated.

ARTICLE 2. The purposes for which said corporation is formed are the following, to wit: To do any and all acts and things required to be done to improve Compo Cove, so called, in the town of Westport, Connecticut; to take charge of any and all land that may be dedicated for Park purposes at said Compo Cove; to obtain such public utilities and improvements for the residents and owners of property on Compo Cove as may be necessary or convenient; to purchase, lease or hold any and all property necessary or convenient for the purposes of said Association; and generally to do and perform such acts as may be for the benefit of said Compo Cove and the owners of property thereon.

ARTICLE 3. The said corporation is located in the town of Westport, county of Fairfield and State of Connecticut.

Dated at Westport this 13th day of August, 1913.

Wm. H. Allee  
Arthur B. Coleburn  
Henry F. Coleburn  
P. E. Wilcox } Names of  
Subscribers

STATE OF CONNECTICUT ) ss. Norwalk, August 13th, 1913.  
County of Fairfield )

Then and there personally appeared William H. Allee, Arthur B. Coleburn Henry F. Coleburn and Frederick E. Wilcox signers of the foregoing instrument and acknowledged the same to be their free act and deed, before me,

Louis Goldschmidt Notary Public

(Seal)

Approved Aug. 14, 1913  
Albert Phillips,  
Secretary  
by R. J. Dwyer.

STATE OF CONNECTICUT ) ss.  
Office of the Secretary )

I hereby certify that the foregoing is a true copy of record in this office, and of the endorsement of approval thereon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Seal of said State, at Hartford, this 14th day of August, A. D. 1913.

(Seal)

Albert Phillips, Secretary.

Received for record Aug. 18th, 1913  
at 10 o'clock A.M. and recorded by

*Joseph G. Hyatt*  
Town Clerk.

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AGREEMENT.

This Agreement made this 23rd day of August, 1913, by and between Harry F. Sherwood, of Westport, Connecticut, and the Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at said Westport, WITNESSETH:

That the said Sherwood, in consideration of the promises and agreements of said Association, herein contained, hereby promises and agrees to furnish to said Association, at its pipe at the Old Mill, so called, at Compo Cove, in said Westport, a supply of clean and pure water for the use of the members of the Association in their dwelling houses situated at said Compo Cove, and for the use of any other houses hereafter erected on the water front between the Old Mill and the Island Woods so called, at Compo Cove, but the number of houses not to exceed twenty and no house to be used as a hotel or boarding house, for the term of five years, beginning on April 1, 1914, between the first day of April and the fifteenth day of November, in each year during said term, for the sum of \$150 per year, payable on the first day or August in each year, the pressure of said supply of water to be 20 lbs. at the point of delivery at said Old Mill, as aforesaid, and to be ample for all the uses of the members of said Association. And said Sherwood further agrees, that he will, during the term of this agreement, or any renewal hereof, take all necessary and proper precaution to keep said water clean, pure and wholesome. Installation and all piping at the point of delivery at Mitchills archway and entrance to foot bridge, completed on or before November 1, 1913, and said Association agrees not to waste said water.

And said Sherwood also agrees that said Association may have the right to renew the privileges herein granted to it, at the expiration of the term above mentioned, upon written notice to him of its desire to continue this agreement, at least one month before the expiration of the above term, and that upon receipt of such notice, he will continue to furnish water at the point above described, upon the same terms and conditions as herein contained.

And said Compo Park Association, Incorporated, in consideration of the promises and agreements of said Sherwood, herein contained, hereby agrees to take and use the water so furnished by said Sherwood, as aforesaid, and to pay therefor in the manner and at the times hereinbefore mentioned.

And it is further agreed by and between the parties hereto, that if the said Sherwood shall fail or be unable to furnish an adequate and ample supply of water as aforesaid, the said Association may terminate this contract upon written notice to said Sherwood, and that upon such termination no further payment shall be made hereunder, but said Association is hereby released and discharged from any liability hereunder.

And said Sherwood further agrees, that if he shall sell or otherwise dispose of the property from which the water to be furnished by him as aforesaid, is obtained, he will insert in the deed or other instrument conveying said property,

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a clause that the purchaser or person to whom such property shall be conveyed, shall perform all the agreements made by said Sherwood herein, and that such deed or other conveyance is made on condition that such agreements shall be performed.

And this agreement shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto, and to a duplicate hereof, set their hands the day and year first above written.

The performance of said contract by the said parties hereto or either of them shall be contingent upon the laws, rules and regulations of the State of Connecticut and the Health Authorities of the State, County and town, and any laws or rule which will render the performance of this contract impossible shall invalidate this contract.

Witnesses by  
Harry R. Sherwood.

Harry F. Sherwood  
The Compo Cove Park Association, Inc.  
by  
Marshall Cornine  
Vice Pres.  
Duly Authorized.

Received for record Sept. 2, 1913,  
at 8-30 A.M. and recorded by

(continued on page 57)

*Joseph G. Lyall*  
Town Clerk.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

QUIT CLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS, That I Louise Nash Robinson, of the City of Lockport, County of Niagara and State of New York, for the Consideration of One dollar and other valuable considerations received to my full satisfaction of C. Esther Harris of the Town of Westport, County of Fairfield and State of Connecticut, do by these presents remise, release, and forever Quit Claim unto the said C. Esther Harris, all right, title, interest and demand whatsoever, which I the said releaser have or ought to have in or to one certain tract or parcel of land, together with the buildings thereon standing, situated on the Southerly side of Lincoln Street in the Town of Westport aforesaid, and bounded and described as follows, to wit:

Commencing at a point One Hundred and seven and two one hundredths (107.02) feet from the point of intersection of State Street and the Southerly line of Lincoln Street, thence extending along said Lincoln Street forty-eight and fifty-eight one hundredths (48.58) feet; thence at a right angle to said Street One Hundred and fifty-two and thirty-three one hundredths (152.33) feet; thence Northwesterly Forty-nine and sixty-two one hundredths (49.62) feet; thence Northeasterly One hundred and thirty-nine and eighty-six one hundredths (139.86) feet to place of beginning; and Bounded Northerly on Lincoln Street; Easterly on land formerly of Adelaide Nash Shipperly; Southerly on land now or formerly of the Estate of Lloyd Nash, deceased; and Westerly on land of Fannie Nash Stearns, including the right to the connection with the sewer which runs through said Lincoln Street as the connection is made.

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AGREEMENT --- To The Compo Cove Park Association, Westport, Conn.,  
 Gentlemen:- I hereby agree to permit you to drill one or more wells on my property sit-  
 uated at Compo Beach in said Westport, on Hill's Point Road, so called, said wells to  
 be drilled near said highway, and to lay and maintain such pipes as you may deem nec-  
 essary for your purposes in supplying water. I also agree to permit you to place  
 pumps over such wells, and to erect a pump house over each of such pumps, such house  
 not to be more than eight feet in width and eight feet in length, such pumps and pump  
 house to be placed at such location or locations as I may designate, and to place a  
 tank for water under the surface of the ground, on said property.

All piping, apparatus and other property placed by you on my said premises shall re-  
 main your property and you shall have the right at any time, without notice to me, to  
 remove all of said property, and for such purpose to enter upon my said premises.  
 You shall also have the right to enter upon my premises any time for the purpose of  
 making repairs, or for inspecting your pipes, apparatus and other property.

The consideration for the above agreements on my part, is that you shall supply me  
 with water for dwelling houses which may be erected upon said premises, from May fift-  
 eenth to November first in each year, for household use only, upon the same conditions  
 as you shall receive such water, and at such times during said period as you may receive  
 such water. I am also to have the right to connect such pipes as may be required to  
 furnish said houses with such water, with your supply pipes, wherever it will be  
 most convenient for me. In the event that you may be unable to furnish water for  
 your own use and purposes, you shall not at any such times be required to furnish  
 water to me under this agreement. The supply of water and the service shall at all  
 times be under your direction and control.

Dated at Westport, Connecticut, April 26, 1919.

Edna M. Sherwood.

To Edna M. Sherwood.

The Compo Cove Park Association, in consideration of your agree-  
 ments hereinbefore stated, hereby agrees to do and perform all agreements therein  
 required to be done and performed on its part.

Dated at Westport, April 26, 1919.

The Compo Cove Park Association,  
 by Marshall Cornine, Pres.

Received for record May 12, 1919  
 4.10 P. M. and recorded by

*E. C. Birge* Town Clerk.

RELEASE OF LIS PENDENS --- ANNIE MARIA ROBINS VS. EDWARD DUFFY JR. et als.

COURT OF COMMON PLEAS, FAIRFIELD COUNTY. September Term 1918.

This certifies that in the above entitled action, brought by writ dated June 4, 1918,  
 returnable to the Court of Common Pleas for Fairfield county on the first Tuesday of  
 September 1918, brought to fore lose a mortgage from Edward Duffy Jr. to George R.  
 Robins, said mortgage being dated July 17, 1914 and recorded in Volume 26 page 714 of  
 Westport Land Records, the lis pendens filed in said action, dated June 4, 1918 and  
 recorded in Westport Land Records in volume 34 page 347 is hereby released and dis-  
 charged.

The real estate described in said lis pendens, hereby released and discharged, is as  
 follows: Bounded northerly by highway, said tract of land being seventy-seven (77) feet  
 Andrew Ridg; and westerly by highway, said tract of land being seventy-seven (77) feet  
 more or less on the highway, ninety-five (95) feet more or less, on the north, eighty-  
 three (83) feet more or less, on the east, and eighty-five (85) feet more or less on the  
 south, containing one rood of land more or less.

Dated at Bridgeport this 13th day of May 1919.

Annie Maria Robins,  
 by J. Robert Beecher, Her Attorney

Received for record May 15, 1919  
 at 12.00 M. and recorded by

*E. C. Birge* Town Clerk.

DEATH NOTICE --- STATE OF CONNECTICUT, DISTRICT OF FAIRFIELD, ss. Court of Probate,  
 July 25th, A. D. 1919.

TO WHOM IT MAY CONCERN: This certifies that BEATRICE BURN, who last dwelt in the town  
 of Fairfield, county of Fairfield, state of Connecticut, and who was the owner of  
 real estate situated in the town of Westport in the state of Connecticut, died on  
 the 7th day of July A. D. 1919 leaving a last will and testament.

Attest, JOHN C. Lobdell, Executor.

Received for record July 25, 1919  
 at 1.30 P. M. and recorded by

*E. C. Birge* Town Clerk.

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RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned

COMPO COVE PARK ASSOCIATION, INC. IN THE STATE OF CONNECTICUT

, for the consideration of One (\$1.00)

Dollar and other valuable consideration received to their full satisfaction which is hereby acknowledged, do hereby give, grant, bargain, sell and confirm unto BRIDGEPORT HYDRAULIC COMPANY a Connecticut corporation, (hereinafter called Grantee), the right, privilege and authority to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace a pipe line (with fittings and appliances) for the transportation of water by a route under, upon, over and through land of the Grantor, situated in the Town of Westport County of Fairfield and State of Connecticut, and more particularly described as follows:

A right of way over the entire width of the 25 feet wide right of way as shown on WLR map #3720, commencing at the easterly edge of the tide gates at Sherwood Mill Pond and extending in a generally southeasterly direction a total distance of 1268.99 feet as measured along the southwesterly edge of said right of way.

For a more particular description reference should be made to a map entitled "Map of Right of Way to be obtained by Bridgeport Hydraulic Company from the Compo Park Association, Incorporated, Westport, Connecticut", Scale 1"=40', dated October 1972, to be filed in the Westport Town Clerk's office concurrently with the recording of this document.

With respect to the pipe and pipe lines and connections and appurtenances hereof excepted and reserved to the Grantee herein as above set forth, the same are and shall be and remain the property of the said Grantee. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same the right at any reasonable time or

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times to enter upon said right-of-way at such point or points as the Grantee may deem expedient or necessary for the purpose of construction, inspection, maintenance and repair of the same, and of installing additional pipe lines, reconstruction and/or replacement of any or all of the same by other pipes of the same or different size. The Grantee covenants that said rights of entry, inspection, installation, maintenance, repair and replacement shall be exercised, so far as practicable, in accordance with the convenience of the Grantor and without doing any unreasonable damage, and the Grantee will, upon the completion of any such work, replace and restore said ground, as nearly as may be feasible, to the same condition as existed before the undertaking of said work.

TO HAVE AND TO HOLD the said rights, privileges, and authority unto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

The Grantor reserves for himself, his successors and assigns, the right to fully use and enjoy the said premises, subject to the rights, privileges and authority herein granted and confirmed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that injure, endanger or interfere with the construction and use of said pipe line or fittings and appliances appurtenant to said line.

The Grantor covenants for himself, his heirs and assigns that he will not at any time disturb or damage said pipe line or any part thereof and that they will not at any time build or permit to be built any construction of any description which will obstruct or hinder the Grantee in its aforesaid easements of entry, inspection, maintenance, repair and replacement, or will impair the free and unrestricted exercise thereof.

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IN WITNESS WHEREOF, the Grantor has caused his presence to be executed this 8 day of January 1973


Signed, sealed and delivered in the presence of:

Judith G. Sittlerston  
Rochester D. Hecht

Allen A. Raymond  
Allen A. Raymond, Sr. - President

STATE OF CONNECTICUT )  
  ) ss. Westport January 8 1973  
COUNTY OF FAIRFIELD )

Personally appeared ALLEN A. RAYMOND, JR.  
signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Judith G. Sittlerston  
Notary Public  


Received for record Feb. 6 1975 at 1:12 P.M. and recorded by John M. Hyde  
Westport Town Clerk

Book: 890 Page: 74 File Number: 11175 Page: 1 of 3

BOOK 890 PAGE 074

MAINTENANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Compo Cove Park Association, Incorporated, in the Town of Westport, County of Fairfield and State of Connecticut, (hereinafter GRANTOR), for the consideration of One Dollar (\$1.00) and other valuable considerations hereinafter agreed upon, do hereby give, grant, bargain, sell and confirm to the Town of Westport, a municipal corporation within the County of Fairfield and State of Connecticut, (hereinafter GRANTEE), its survivors and assigns forever, a permanent and perpetual easement and right-of-way for the purpose of determining and maintaining a constant Mean High Water Line at Elevation +7.0 on and along the area known as Compo Cove Beach. The premises and easement are more particularly described and shown on a map entitled: 'Map Showing Permanent Maintenance Easements to be Conveyed to the Town of Westport at Compo Mill Beach Westport, Connecticut Scale: 1" = 50', October 18, 1985."

The GRANTEE agrees to establish said Mean High Water Line, by survey, upon the completion of the State of Connecticut Department of Environmental Protection Compo Cove Beach Erosion Control Project.

The GRANTEE further agrees that it shall, as the GRANTEE deems necessary, redistribute sand along the beach area east of the groin proposed on the property of John S. Coleburn, et al, known as 44 Compo Mill Cove as shown on the aforesaid map, in an effort to maintain the Mean High Water Line as close as practicable to Elevation +7.0 with the purpose of preventing sand from exceeding the height of the aforesaid groin and spilling into the Old Mill Stream or Old Mill Pond. Such redistribution shall not be deemed to include any responsibility by the GRANTEE to bring new sand onto the premises or to take any action that would adversely affect other properties.

Book: 890 Page: 74 File Number: 11175 Page: 2 of 3

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BOOK 890 PAGE 075

Said right-of-way and easement above described includes the right to enter in and upon said land of the GRANTOR and said parcel and easement and to pass and repass over the same for said purposes hereinabove and hereinafter described.

The GRANTOR herein reserves to itself, its heirs and assigns, the right to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which shall not in any way interfere with the use thereof by the GRANTEE, its successors and assigns, in fulfilling the purposes for which this easement is granted. Uses of the GRANTOR which would interfere with the GRANTEE'S use shall include, but not be limited to, buildings or structures on the land within which the easement has been granted. Construction of a jetty or groin on the land within which the easement has been granted shall be construed as interference with use by the GRANTEE except in the event that an additional easement is granted to the GRANTEE to provide access to the GRANTOR'S property upland of the jetty or groin to the GRANTEE for the same uses and purposes described herein. However, the erection of seawalls shall not be construed as interference with use by the GRANTEE.

TO HAVE AND TO HOLD the above granted right-of-way easement, rights, privileges and authority unto the said GRANTEE and its successors and assigns forever, to it and their own proper use and behoof.

Book: 890 Page: 74 File Number: 11175 Page: 3 of 3

BOOK 890 PAGE 076

IN WITNESS WHEREOF, \_\_\_\_\_, on behalf of the Compo Cove Park Association, Incorporated, hereunto set my hand and seal this \_\_\_\_ day of November, 1985.

Signed, sealed and delivered in the presence of:

Debra A. Hayden  
Witness

By: Allen A. Reynolds, President  
The Compo Cove Park Association, Incorporated

Kari Sivade  
Witness

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD }

at: Westport, December 2, 1985

Personally appeared Allen A. Reynolds, President, on behalf of the Compo Cove Park Association, Incorporated, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Elizabeth Ann Audley  
Notary Public  
Commissioner of the Superior Court

ELIZABETH-ANN AUDLEY  
Notary Public  
My Commission Expires March 31, 1988

RECEIVED FOR RECORD - JUNE 11, 1987 AT 11:20 A.M. AND RECORDED BY Steven M. Hyde  
WESTPORT TOWN CLERK

BOOK 979 - PAGE 058

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, JANET E. VON TOBEL of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantor, for the consideration of One Dollar (\$1.00) and other good and valuable considerations, received to my full satisfaction of W.R. BRUCE PORTER, TRUSTEE, COMPO COVE PARK ASSOCIATION, INC., MICHAEL C. KATZ, JOAN V. LESLEY and THOMAS P. LESLEY, ELIZABETH R. FRAENKEL, FRED ROSEN and JANE K. ROSEN, PAUL H. BRAUER and ARLETTE P. BRAUER, COMPO COVE ASSOCIATES, ROBERT SCHOENFEIN and SANDRA SCHOENFEIN, MORTIMER B. COLEY, ALLEN A. RAYMOND, BEATRICE MEYERSON, ALAN E. MACKENZIE, MARCIA K. FREEDMAN, ALFRED M. FREEDMAN, MARGUERITE F. PORTER, TRUSTEE and W.R. BRUCE PORTER all of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantees, do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever, the right, privilege and authority to pass and repass across my property to their properties within the strip of land herein described along the westerly and northerly sides of the dwelling house on the property of the Grantor.

The land affected by said easement is all that certain tract or parcel of land in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

Beginning at a point where a fence on the grantor's property intersects the southerly side of a path leading to Old Mill Road, thence proceeding N 33 17' E 69.81 feet along a hedge to an existing plank fence, thence proceeding S 53 50'20" E 35.25 feet, then S 30 31' E 7.41 feet along said plank fence, then S 55 00' E 43.00 feet to a stone piling on

BOOK 979 - PAGE 059

Compo Mill Pond, then across said walkway in a southerly direction a distance of four (4) feet, thence N 55 00' W 60.00 feet to the steps leading from the dwelling owned by the grantor, then N 35 00' E 0.69 feet, then again N 55 00' W 15.32 feet across the front of a bay window on said dwelling to a point, then S 88 51' W 6.45 feet to the end of an existing wood fence, thence S 32 36' 40" W 54.42 feet along said wood fence, then S 79 58' W 6.38 feet, to the point or place of beginning.

Being the easement shown on that certain map entitled "Map Showing Easement to be Granted by A. KING AITKIN at Compo Cove, Westport, Connecticut dated May 11, 1967, Certified Substantially Correct by HARRY E. BRYAN, Bryan Associates, Norwalk, Connecticut; which map is on file in the Westport Land Records.

The Grantor herein reserves the right to herself, her heirs and assigns to continue to use the land within which the above easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantees, their heirs and assigns, for the purpose for which this easement is granted.

The Grantees are to have the right to enter on the land within said easement for the purpose of repairing and maintaining it at their own expense, and they shall in no way be authorized or allowed to charge such repairs and maintenance expenses to the Grantor, her heirs or assigns, or to enlarge the size or use of said easement when repairing and maintaining it.

The Grantor reserves the right to grant similar easements to others across the same land.

BOOK 979 - PAGE 060

Grantor reserves the right to install a gate and lock at the entrance to the easement and will make keys available to Grantees.

The granting of this written easement shall in no way be construed to affect, create, increase, or diminish any easements or rights of way of others across said property if and to the extent that such easements may exist by implication, prescription or otherwise.

To have and to hold the above granted rights, privilege and authority unto the said Grantees, their heirs and assigns forever, and to their own proper use or benefit.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8<sup>th</sup> day of November, 1988.

Signed, Sealed and Delivered in the presence of

*Alan R. Spierer*  
Alan R. Spierer  
*C. Noel Kergaravat*  
C. Noel Kergaravat

*Janet E. Von Tobel*  
JANET E. VON TOBEL

STATE OF CONNECTICUT ) ss: Westport November 8, 1988  
COUNTY OF FAIRFIELD )

Personally appeared Janet E. Von Tobel, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

*Alan R. Spierer*  
Alan R. Spierer  
Commissioner of the Superior Court

Received for record NOVEMBER 14 1988 at 10:21 A. M. and recorded by *Joan M. Hyde*  
Westport Town Clerk

Book: 1066 Page: 113 File Number: 541 Page: 1 of 3

BOOK 1066 PAGE 113

AGREEMENT, made this 27 day of July, 1990, by and between MICHAEL KATZ ("Katz") of 43 Compo Mill Cove, Westport, Connecticut, and THE COMPO COVE PARK ASSOCIATION, INC., ("the Association"), a Connecticut corporation acting herein by Allen A. Raymond, its President.

WITNESSETH:

WHEREAS, the Association owns land adjacent to land of Katz; and, WHEREAS, Katz has landscaped and planted a portion of the Association's land;

NOW, THEREFORE, in consideration of these presents and the mutual promises herein contained, it is agreed as follows:

1. Katz acknowledges that although he has seeded and planted property adjacent to his which is owned by the Association, he does not and will not claim to have acquired any rights of ownership or other rights in and to said property by reason of his continued use thereof, by claim of adverse possession or otherwise, by reason of the Association's forbearance in requiring the restoration of said property to its former condition.

2. Katz agrees that he will not disturb or seek to appropriate to his own use, additional property owned by the

BOOK 1066 PAGE 114

Association, and that he will not in the future, plant, grade, seed or construct walls, fences or structures of any kind.

3. Sod, plantings, trees and other materials heretofore installed by Katz upon property of the Association are acknowledged to be and shall remain the property of the Association.

4. Nothing herein shall prevent or impede the Association from asserting its rights of ownership over the area in question.

5. This document represents the entire agreement of the parties and may not be altered or amended except by writing executed with the same formality.

6. This agreement shall inure to the benefits of and shall bind the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first written above.

Signed, Sealed and Delivered,  
in the Presence of:

Lawrence P. Weissman  
Lawrence P. Weissman  
John H. ...

M. Katz (L.S.)  
MICHAEL KATZ

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Lawrence F. Weisman  
Lawrence F. Weisman  
Jessie Mazer Hill  
Jessie Mazer Hill

THE COMPO COVE PARK ASSOCIATION, INC.  
BY Allen A. Raymond  
ALLEN A. RAYMOND  
ITS PRESIDENT

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD : SS: WESTPORT, July 27, 1990

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

Jessie Mazer Hill  
Jessie Mazer Hill  
Notary Public  
Fairfield County, Connecticut  


STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD : SS: WESTPORT, July 27, 1990

Personally appeared, Allen A. Raymond, President of The Compo Cove Park Association, Inc., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer, and the free act and deed of said corporation, before me.

Lawrence F. Weisman  
Lawrence F. Weisman  
Commissioner of the Superior Court

RECEIVED FOR RECORD AUGUST 1, 1990 at 9:02 A. M. and RECORDED by Gwen M. Hyde  
Westport Town Clerk

BOOK 1105 PAGE 155

RIGHT OF WAY AGREEMENT

WE, ALLAN MORROW and M. BROOK PORTER, Executors under the Will of W. R. BRUCE PORTER, late of Westport, and MARGUERITE F. PORTER, Individually and as Trustee, of Westport, Connecticut, hereinafter collectively referred to herein as "Grantor", for valuable considerations received to our satisfaction from COMPO COVE PARK ASSOCIATION, INC., a Connecticut non-stock corporation, hereinafter referred to herein as "Grantee", the receipt and sufficiency of which is hereby acknowledged, do hereby give, grant, bargain and convey unto Grantee, its successors and assigns, the permanent, non-exclusive right, privilege and authority to pass and repass for the purpose of ingress and egress, subject to the terms and conditions set forth herein, upon, over and through land of the Grantor, situated in the Town of Westport, County of Fairfield and State of Connecticut, being shown and delineated as "15 FT. Access to Right of Way" on "Map Showing Access to Right of Way Over Lands of Estate of W. R. Bruce Porter and Marguerite F. Porter, Trustee at 'Compo Cove', Westport, Conn., Scale 1"=10', May 22, 1991, Rev. June 3, 1991 and June 12, 1991", Certified "Substantially Correct" by Leo Leonard, Surveyor, which map is on file in the Westport Town Clerk's Office as Map No. PP72.

The Right of Way granted herein over the 15 foot strip of land shown as "15 FT. Access to Right of Way" on said Westport Town Clerk's Map No. PP72 is conditioned upon and granted subject to the following terms and conditions for the benefit of the Grantor, their successors and assigns, which shall be binding upon the Grantee, its successors and assigns:

1. The Grantee shall at its sole expense, maintain the area of the Right of Way and shall repair any damage done to the surface of the Right of Way, or any other portions of the Grantor's premises, which damage is caused by Grantee's use or misuse of the Right of Way. The Grantor shall repair any damage done by it to the surface of the Right of Way. The Grantee shall have the right at any time to surface the travelled portion of the Right of Way, provided only that:

a. The width of such surfaced area of the travelled portion of the Right of Way shall not exceed 12 feet;

b. The improved surface of such travelled portion of the Right of Way may be constructed as required to support trucks and other vehicles and shall be dressed with gravel or crushed stone to match as closely as practicable the surface of other paths or walkways then existing on other portions of Grantor's premises.

c. The Grantee shall pay all costs of such improvements and shall obtain any and all necessary permits for such work.

2. The Right of Way shall be kept free and clear of debris and trash by all parties.

3. The use of the Right of Way will be restricted as follows:

a. Access for emergency vehicles (police, fire, and ambulance) as well as emergency repair of utilities, including septic emergencies, will be allowed at any time, without notice.

b. Access other than as described in paragraph 3a. will be permitted only for the purposes set forth in Paragraph 3d. and will be allowed only between October 1st and May 1st of each year, excluding weekends, legal holidays (State and/or Federal), the Friday after Thanksgiving and between December 23rd-January 2nd (hereafter called the "Annual Access Period"); and only on the following basis:

(i) Use of the right of way during an Access Day will be restricted to the hours of 8:00 a.m. through 5:00 p.m.

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(ii) No more than sixty (60) days of access during each Annual Access Period. Use of the right of way for any portion of a day will be considered use for an entire day of access (hereafter called "Access Day"). Nothing herein shall be construed to prevent use of the accessway by more than one homeowner during any Access Day. Access for repairs and reconstruction of dwellings necessitated by emergencies such as fire, flood, storm or other natural phenomena shall not be counted against the Annual Access Period.

(iii) The Grantee will administer the allocation of Access Days to its members and will be responsible for compliance with all provisions of this Right of Way Agreement.

c. Subject to the approval of the State of Connecticut, the gate at the Sherwood Island State Park will be an automatic closing gate locked by use of a secure keyed (or card) lock. One key shall be held and kept by the Grantee, one key shall be held and kept by the owner or future owner of the premises now owned by Marguerite F. Porter, Trustee. Additional keys may be distributed to municipal Fire and Police Departments as well as emergency medical units and the Sherwood Island State Park attendant. The lock shall be changed in October of each year during which the Right of Way has been used by a private contractor, and the new keys will be distributed by the Grantee as set forth above.

d. The use of the Right of Way across Grantor's premises will be for delivery of building materials to residences of Compo Cove Park, delivery of appliances and other large items which cannot conveniently be carried by hand, and for maintenance and repairs of public utilities and septic installations. No delivery vehicle may be parked on the Right of Way on the property of the Grantor overnight or used to transport trade labor. Access is also permitted for delivery and removal of building materials and rubbish containers, including dumpsters. Casual pedestrian passage is prohibited. All vehicles must stay within the 15' Right of Way area.

e. No vehicles, equipment, materials, rubbish containers, workmen or the like will be permitted to remain in the Right of Way area on the property of Grantor except during passage in and out of the gate, except that temporary flexible piping used to construct foundations may remain on the Right of Way overnight during foundation construction.

f. An officer or other representative of the Grantee must be present at all times during Grantee's use of the Right of Way and will be responsible for locking the gate immediately after a vehicle enters or exists through the gate.

g. The Grantee will give the owners and future owners of the premises now owned by Marguerite F. Porter, Trustee, at least five (5) days prior written notice of the commencement of a project which will require use of the Right of Way.

h. The Grantee shall provide public liability (minimum 1 million) insurance coverage for its use and responsibilities under this Agreement, and shall name the owners and future owners of the Grantor's properties as an additional insured on said policies and provide for prior notice of termination of such policies and proof of such insurance to the owners and future owners of the Grantor's properties annually, without request.

4. Any controversy, claim or other breach of the provisions of this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator(s)

BOOK 1:05 PAGE 157

shall be authorized to impose monetary awards including attorneys fees in favor of the non-offending party commensurate with the inconvenience, costs and other damages caused by such breach, together with such additional sums deemed necessary and appropriate to prevent further violations of said Paragraphs.

TO HAVE AND TO HOLD the said rights, privileges and authority unto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date first written above.

Signed, Sealed and Delivered, in the Presence of:

Julia M. Higgins  
Julia M. Higgins

Allan Morrow, Executor

ALLAN MORROW, Executor under the Will of W. R. Bruce Porter, Individually and as Trustee

Michael S. Giblin  
Michael S. Giblin

M. Brook Porter, Executrix  
M. BROOK PORTER, Executrix under the Will of W. R. Bruce Porter, Individually and as Trustee

Julia M. Higgins  
Julia M. Higgins

Michael S. Giblin  
Michael S. Giblin

Marguerite F. Porter  
MARGUERITE F. PORTER, Individually and as Trustee

Julia M. Higgins  
Julia M. Higgins

Michael S. Giblin  
Michael S. Giblin

ATTEST:  
Edward E. Harrison  
Edward E. Harrison Secretary

COMPO COVE PARK ASSOCIATION, INC.  
BY Allen A. Raymond  
Allen A. Raymond  
Its President

BOOK 1105 PAGE 158

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) SS: WESTPORT, June 18, 1991.

Personally appeared, ALLAN MORROW, Individually and as Executor and Trustee under the Will of W. R. Bruce Porter, deceased, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Executor, before me.

*Richard S. Gibbons*  
Richard S. Gibbons  
Notary Public/Commissioner of  
the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) SS: WESTPORT, June 18, 1991

Personally appeared, W. BROOK PORTER, Individually and as Executrix and Trustee under the Will of W. R. Bruce Porter, deceased, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such Executrix, before me.

*Richard S. Gibbons*  
Richard S. Gibbons  
Notary Public/Commissioner of  
the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) SS: WESTPORT, June 18, 1991

Personally appeared, MARGUERITE F. PORTER, Individually and as Trustee, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

*Richard S. Gibbons*  
Richard S. Gibbons  
Notary Public/Commissioner of  
the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) SS: WESTPORT, JUNE 12, 1991

Personally appeared, Allen A. Raymond, President of COMPO COVE PARK ASSOCIATION, INC., signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer, and the free act and deed of said corporation, before me.

*Jeanne Mazur Hill*  
Jeanne Mazur Hill  
Notary Public/Commissioner of  
the Superior Court

RECEIVED FOR RECORD JUNE 18, 1991 at 2:35 P.M. & RECORDED BY Jean M. Huda  
Westport Town Clerk

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October 25, 1997

EASEMENT AGREEMENT

This agreement is made and entered into this 25<sup>th</sup> day of October, 1997, by and between Compo Cove Park Association, Inc. by MICHAEL DELAHANTY, its President, with an address at 70 Compo Mill Cove, Westport, Connecticut, hereinafter referred to as the Grantor, and the State of Connecticut, hereinafter referred to as the Grantee, acting herein by P. J. Delahanty, Jr., its Deputy Commissioner of the Department of Public Works, under the provisions of Section 4b-22a of the General Statutes of Connecticut, as revised.

*(Handwritten initials and signature)*

WHEREAS

WHEREAS the Grantor owns and holds title to a parcel of real property situated in the Town of Westport, County of Fairfield and State of Connecticut, as shown on an A-2 survey map entitled: "MAP SHOWING SANITARY SEWER EASEMENT ACQUIRED FROM Compo Cove Park Association, Inc. BY STATE OF CONNECTICUT, Sanitary Sewer System for Shennock Island State Park, March 1993, drawing prepared by A-N Consulting Engineers, Inc. Newington, Connecticut", which map is to be filed in the Westport Town Clerk's office; and

WHEREAS the Grantee desires to lay, construct, maintain, operate, alter, repair, change the size of and replace a sewer line (with pipe, pipe lines, connections, appurtenances, fittings and appliances) by a route under and through land of the Grantor more particularly described in Exhibit A which is attached hereto and made a part hereof (the Easement Area).

Grant of Easement

In consideration of the payment of one dollar (\$1.00) from the Grantee, receipt of which is acknowledged, and the mutual promises of the parties contained in this agreement, the parties agree as follows:

1. The Grantor hereby grants and conveys a permanent easement to the Grantee, its agents, employees, assigns and successors to lay, construct, maintain, operate, alter, repair and change the size of and replace a sewer line (with pipe, pipe lines, connections, appurtenances, fittings and appliances) by a route under and through land of the Grantor, and described in said Exhibit A (the Easement Area).
2. The said pipe, pipe lines, connections and appurtenances shall be and remain the property of Grantee.
3. Grantee, its designated agents or employees acting on the Grantee's behalf, and the Grantee's assigns and successors, shall have all rights consistent with the maintenance and operation of the sewer line, including access to the Easement Area at any reasonable time or times, and at all times during an emergency, for the purpose of necessary construction, reconstruction, maintenance, replacement and repair. Such access, except in the case of an emergency, shall be in accordance with the convenience and approval of the Grantor or its authorized representatives, which access shall not be unreasonably withheld.

No excavation or other work in connection with the installation of the said sanitary sewer will be performed between Memorial Day and Labor Day.

CONVEYANCE TAX COLLECTED  
*Patricia H. Strauss*  
TOWN CLERK OF WESTPORT

OCT 24 11:35 AM F02

(Page 2 of 8)

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4. The owners of property within Compo Cove Park Association Inc. (collectively the "Owners", individually the "Owner") shall have the option to connect into the portion of the sewer line within the said Easement Area, subject to the permission of Grantor. Permission to connect shall be at the discretion of, and upon the approval of, the Grantor, through whose property the line has been installed.

Grantee shall not charge the Owners for said connections to the sewer line. The Owner shall bear any and all costs associated with the connection and shall be responsible for all user charges assessed in connection with the said sanitary sewer.

Nothing in this agreement shall require any of the Owners to connect to the sewer line.

5. Grantee, in connection with the initial installation and all subsequent work, shall restore, replace and/or repair any damage, including vegetation, resulting from such work to the same condition as existed before the work was undertaken.

6. Grantee, in connection with the initial construction and all subsequent maintenance and repair, shall construct and/or repair, subject to the approval of the Grantor and appropriate municipal agencies, a suitably strengthened surface and/or surfaces, as shown on a certain map entitled "State of Connecticut, Department of Public Works, Plan & Profile Sta. 206+50 to 215+50, Sanitary Sewer System of Sherwood Island State Park, Westport, Ct., date: June 1993 by A-N Consulting Engineers, Inc., Newington, Ct., drawing No. 11" and a certain map entitled "State of Ct., Department of Public Works, Plan & Profile Sta. 215 & 50 to 226 +35, Sanitary Sewer System at Sherwood Island State Park, Westport, Ct., date June 1993 by A N Consulting Engineers, Inc., Newington, Ct., drawing No. 12", which surfaces shall be available for use by emergency, fire and other services, and for access by other equipment from Sherwood Island State Park, as provided for in the by-laws of the Grantor. The surfaces shall continue from the easterly end of the Right of Way to the boundary of the Sherwood Island State Park, over the additional right of way, obtained by Grantor as described in a "Right of Way Agreement between Allan B. Morrow and M. Brook Porter, Executors under the Will of W.R. Bruce Porter, late of Westport, and Marguerite F. Porter, individually and as Trustee, being shown and delineated as "15 FT. Access to Right of Way" on "Map Showing Access to Right of Way Over Lands of Estate of W.R. Bruce Porter and Marguerite F. Porter, Trustee at 'Compo Cove', Westport, Conn., scale 1"=10', May 22, 1991, Rev. June 3, 1991 and June 12, 1991," which map is on file in the Westport Town Clerk's Office as Map #8872.

7. The Grantor covenants for itself, its successors and assigns that it will not at any time disturb or damage said sewer lines, or any part thereof, and that Grantor will not at any time build or permit to be built any improvement of any description which will obstruct or hinder the Grantee in its use or enjoyment of its easement.

8. The Grantor reserves for itself, its successors and assigns, the right to fully use and enjoy the said easement area, subject to the rights, privileges and authority herein granted and confirmed to the Grantee.

9. The Grantor hereby agrees to the terms and conditions set forth in Exhibit B which is also attached hereto and made a part hereof.

To have and to hold the above-granted rights unto the said Grantee, its agents, employees, successors and assigns to its and their own proper use and behoof.

10.24.97 11:35 AM P03

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(Page 3 of 8)

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IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

Alan Spurr  
ALAN SPURR  
Richard J. ...  
Winnarie Crumrine  
Therese P. ...  
Meljorie E. ...

Compo Cove Park Association, Inc.

by: Allen G. Raymond  
Its President, Duly Authorized  
Date signed: 10/25/97

State of Connecticut

by: P. J. Delabunty, Jr.  
Its Deputy Commissioner of the Department of Public Works  
Duly Authorized  
Date signed: 2-2-98

STATE OF CONNECTICUT  
COUNTY OF Fairfield

Before me, the undersigned, this 25<sup>th</sup> day of October, 1997, personally appeared Allen G. Raymond, known to me to be the President of Compo Cove Park Association, Inc., and that he/she, as such officer and signer of the foregoing document, acknowledged the execution of the same to be his/hers free act and deed individually and as such officer, and the free act and deed of said Compo Cove Park Association, Inc. for the purpose therein contained.

In Witness Whereof, I hereunto set my hand.

Alan Spurr  
Notary Public  
My Commission Expires  
Commissioner of the Superior Court

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

Before me, the undersigned, this 2<sup>nd</sup> day of FEBRUARY, 1998, personally appeared, P. J. Delabunty, known to me to be the Deputy Commissioner of Department of Public Works of the State of Connecticut, and that he, as such officer and signer of the foregoing document, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said State of Connecticut for the purpose therein contained.

In Witness Whereof, I hereunto set my hand.

Winnarie Crumrine  
Notary Public  
My commission expires 2/28/2001  
Commissioner of the Superior Court

Authority: C.G.S. Sec. 4b-22a

Approved as to form:

Charles F. Tooby 4/2/98  
Associate Attorney General Date signed  
Charles F. Tooby

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Exhibit A

All that parcel of land situated in the Town of Westport, County of Fairfield and State of Connecticut, being described as follows:

Commencing at a drill hole found in a concrete sidewalk, said drill hole being located on the southerly property line of land owned by the Compo Cove Park Association, Inc. and at the northeast property corner of land owned now or formerly by Virginia Gallagher, Ann Carberry & Edward J. Capasse, Trustees, and at the northwest property corner of land owned now or formerly by Joan V. and Thomas P. Lesley;

Thence running N 54° 33'53" W a distance of 33.94 feet to a point, said point being located on the southern property line of land owned by the Compo Cove Park Association, Inc., and on the northern property line of land owned now or formerly by Virginia Gallagher, Ann Carberry & Edward J. Capasse, Trustees;

Thence running N 35° 26'07" E a distance of 25.00 feet through land owned by the Compo Cove Park Association, Inc. to a point; said point being located on the northern property line of land owned by the Compo Cove Park Association, Inc. and on the southern property line of land owned now or formerly by Michael C. Katz, Revocable Trust;

Thence running S 54° 33'53" E a distance of 92.40 feet along the northern property line of land owned by the Compo Cove Park Association, Inc. and along the southern property line of land owned now or formerly by Michael C. Katz, Revocable Trust and other land owned now or formerly by the Compo Cove Park Association, Inc. to a point;

Thence running N 76° 03'37" E a distance of 57.58 feet through land owned by the Compo Cove Park Association, Inc. to a point;

Thence running along an arc containing 57° 47'21", having a radius of 296.69 feet, a chord bearing of S 75° 02'42" E and a chord distance of 286.72 feet, for a distance of 242.75 feet through land owned by the Compo Cove Park Association, Inc. to a point;

Thence running S 46° 06'56" E for a distance of 108.78 feet through land owned by the Compo Cove Park Association, Inc. to a point;

Thence running S 44° 25'31" E for a distance of 343.46 feet through land owned by the Compo Cove Park Association, Inc. to a point;

Thence running S 55° 50'58" E for a distance of 333.44 feet through land owned by the Compo Cove Park Association, Inc. to a point; said point being located on the eastern property line of land owned by the Compo Cove Park Association, Inc. and on the western property line of land owned now or formerly by W. R. Bruce Porter, Trustee;

Thence running S 00° 00'32" W a distance of 30.20 feet along the eastern property line of land owned by the Compo Cove Park Association, Inc. and along the western property line of land owned now or formerly by W. R. Bruce Porter, Trustee, to a point; said point being located at the southeast corner of land owned by the Compo Cove Park Association, Inc., at the southwestern property corner of land owned now or formerly by W. R. Bruce Porter, Trustee, and on the northern property line of land owned now or formerly by W. R. Bruce Porter;

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Thence running N 55° 50' 58" W a distance of 352.91 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of lands owned now or formerly by W. R. Bruce Porter, Alfred M. Freedman, Marcia K. Freedman, Alan E. McKenzie, Byman and Beatrice Wayerson, Allen A. Raymond, Jr., Mortimer B. Coley, and Edward E. and Jane M. Harrison to a point;

Thence running N 44° 25' 31" N for a distance of 349.32 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of lands owned now or formerly by Edward E. and Jane M. Harrison, Robert and Sandra Schoenfeld, Hammesmill Business Corporation, Inc., and Silvio Galterio to a point; said point being located on the southern property line of land owned by the Compo Cove Park Association, Inc. at the northwest property corner of land owned now or formerly by Silvio Galterio, and at the northeastern property corner of land owned now or formerly by Elythe Denkin;

Thence running N 45° 04' 56" W for a distance of 67.80 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of land owned now or formerly by Elythe Denkin to a point; said point being located on the southern property line of land owned by the Compo Cove Park Association, Inc., and at the northwestern property corner of land owned now or formerly by Elythe Denkin;

Thence running N 49° 34' 49" N for a distance of 25.11 feet through land owned by the Compo Cove Park Association, Inc. to a point; said point being located on the southern property line of land owned by the Compo Cove Park Association, Inc. and on the eastern property line of land owned now or formerly by Paul H. and Arlette P. Brauer;

Thence running N 34° 55' 07" E for a distance of 3.78 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the eastern property line of land owned now or formerly by Paul H. and Arlette P. Brauer to a point; said point being on the southern property line of land owned by the Compo Cove Park Association, Inc. and at the northeastern property corner of land owned now or formerly by Paul H. and Arlette P. Brauer;

Thence running N 46° 06' 56" W for a distance of 11.23 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of land owned now or formerly by Paul H. and Arlette P. Brauer to a point;

Thence running along an arc containing 57° 47' 21", having a radius of 271.69 feet, a chord bearing of N 75° 02' 42" W and a chord distance of 262.56 feet for a distance of 274.03 feet and along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of lands owned now or formerly by Paul H. and Arlette P. Brauer, and Fred and Jane K. Rosen to a point; said point being located on the southern property line of land owned by the Compo Cove Park Association, Inc., at the northwestern property corner of land owned now or formerly by Fred and Jane K. Rosen, and at the northeastern property corner of land owned now or formerly by Pasquale J. and Charlotta A. Malpeso;

Thence running S 76° 03' 37" W a distance of 69.07 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of land owned now or formerly by Pasquale J. and Charlotta A. Malpeso to a point; said point being on the southern property line of land owned by the Compo Cove Park Association, Inc., on the northern

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10.24.07 11:58 AM P07

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property line of land owned now or formerly by Pasquale J. and Charlotte A. Malpasso, and at the northeastern property corner of land owned now or formerly by Joan V. and Thomas P. Lasley;

Thence running N 54° 33'53" W a distance of 69.95 feet along the southern property line of land owned by the Compo Cove Park Association, Inc. and along the northern property line of land owned now or formerly by Joan V. and Thomas P. Lasley to the point and place of commencement.

Exhibit B  
Section A

For the purposes of this section, the word "contractor," except where it is immediately preceded by the word "small," is substituted for and has the same meaning and effect as if it read "Grantor." This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-5a, and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and

10.24.97 11:35 AM P09

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46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-55, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-55. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Section B

For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "Grantor." This section is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided

10.24.97 11:35 AM 210

(Page 8 of 8)

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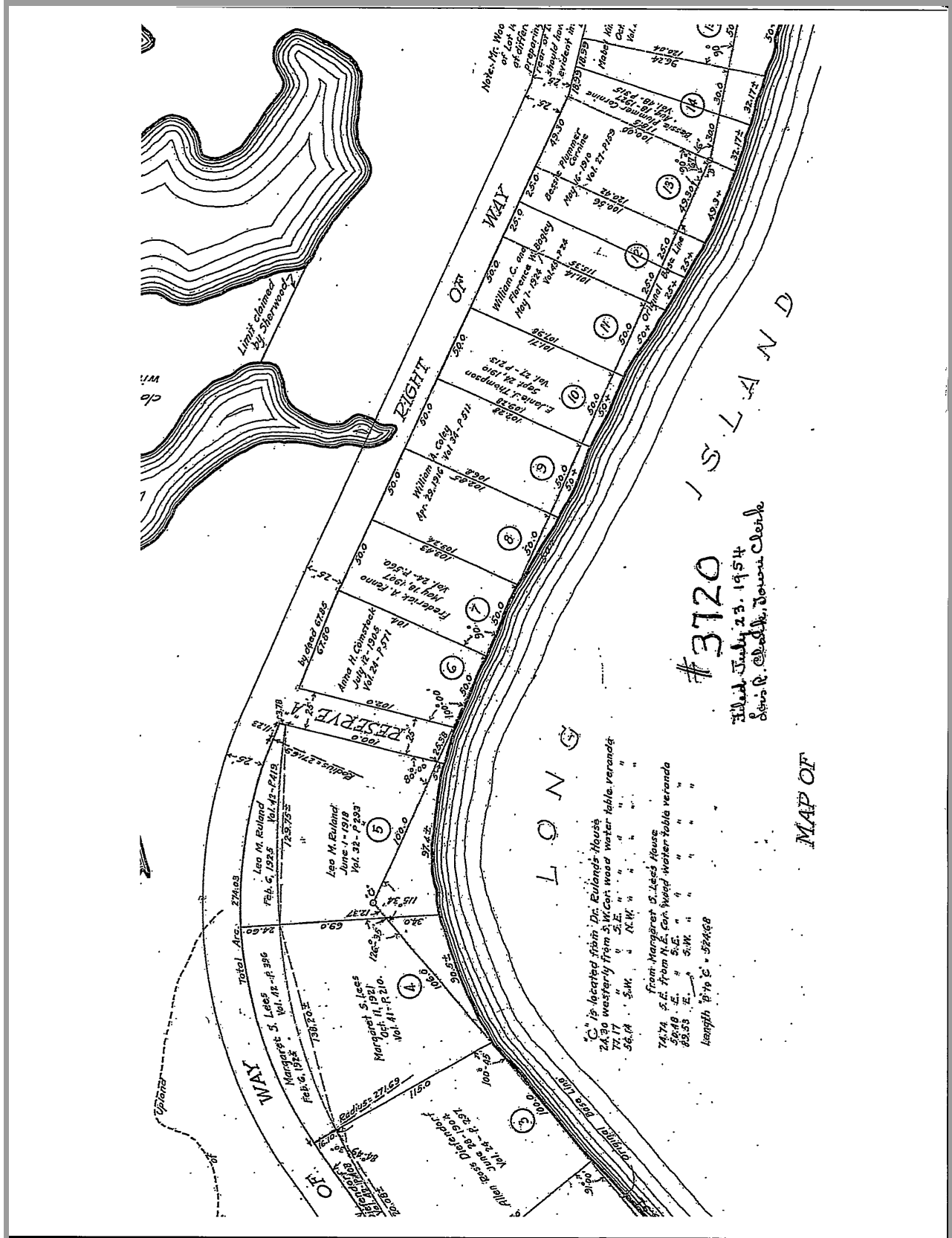
by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

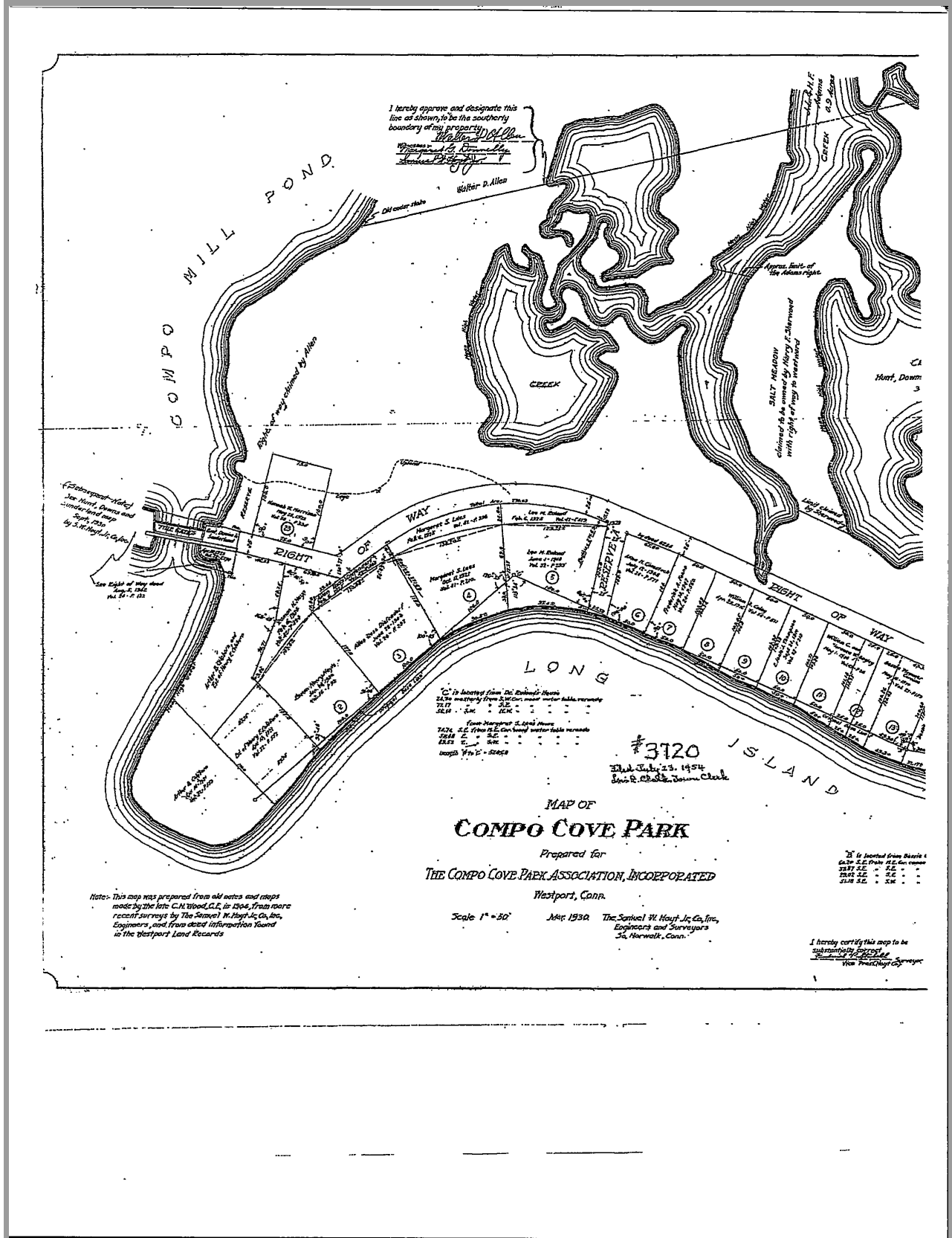
(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

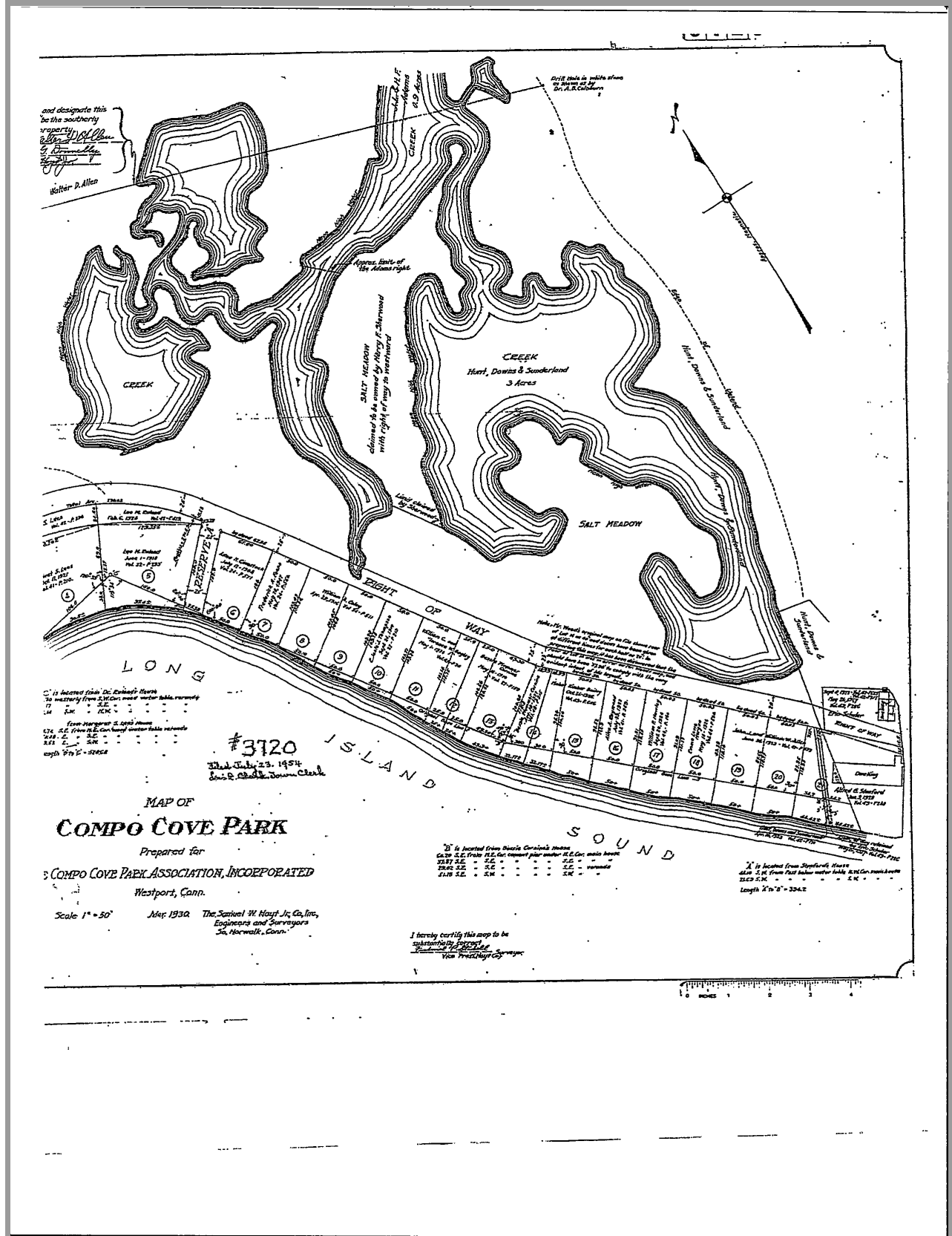
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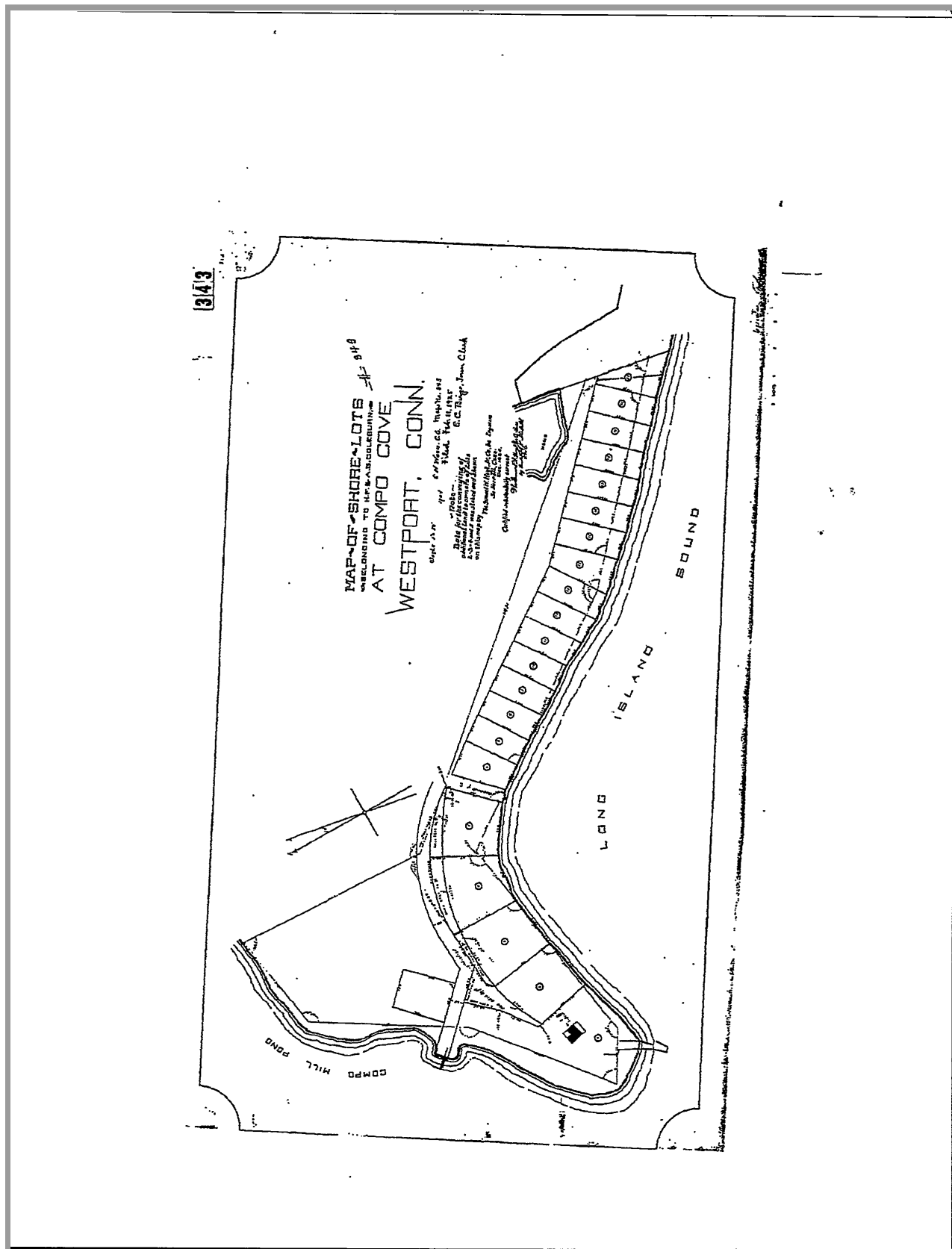
BY *Patricia H. Strauss*  
PATRICIA H. STRAUSS, TOWN CLERK



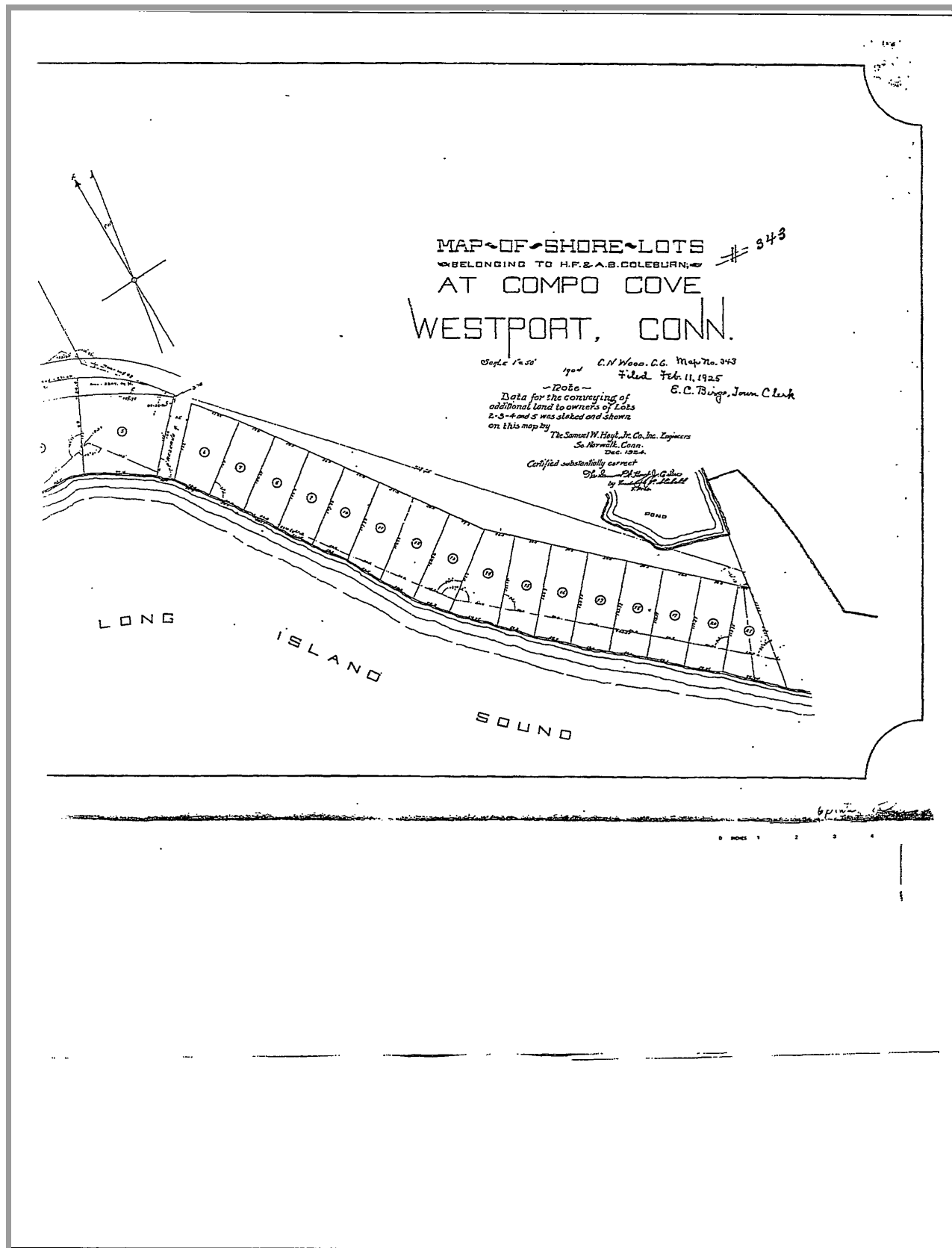


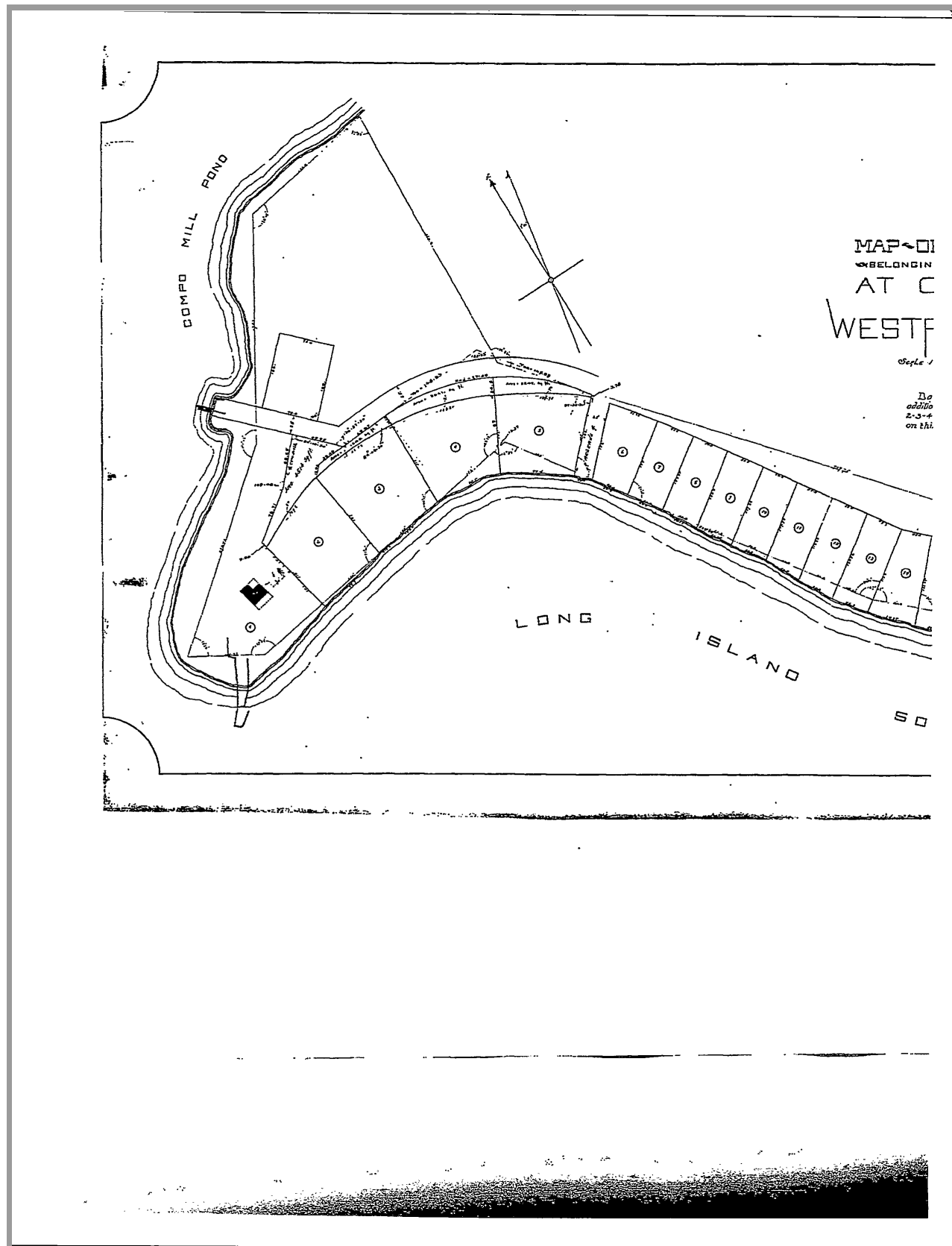


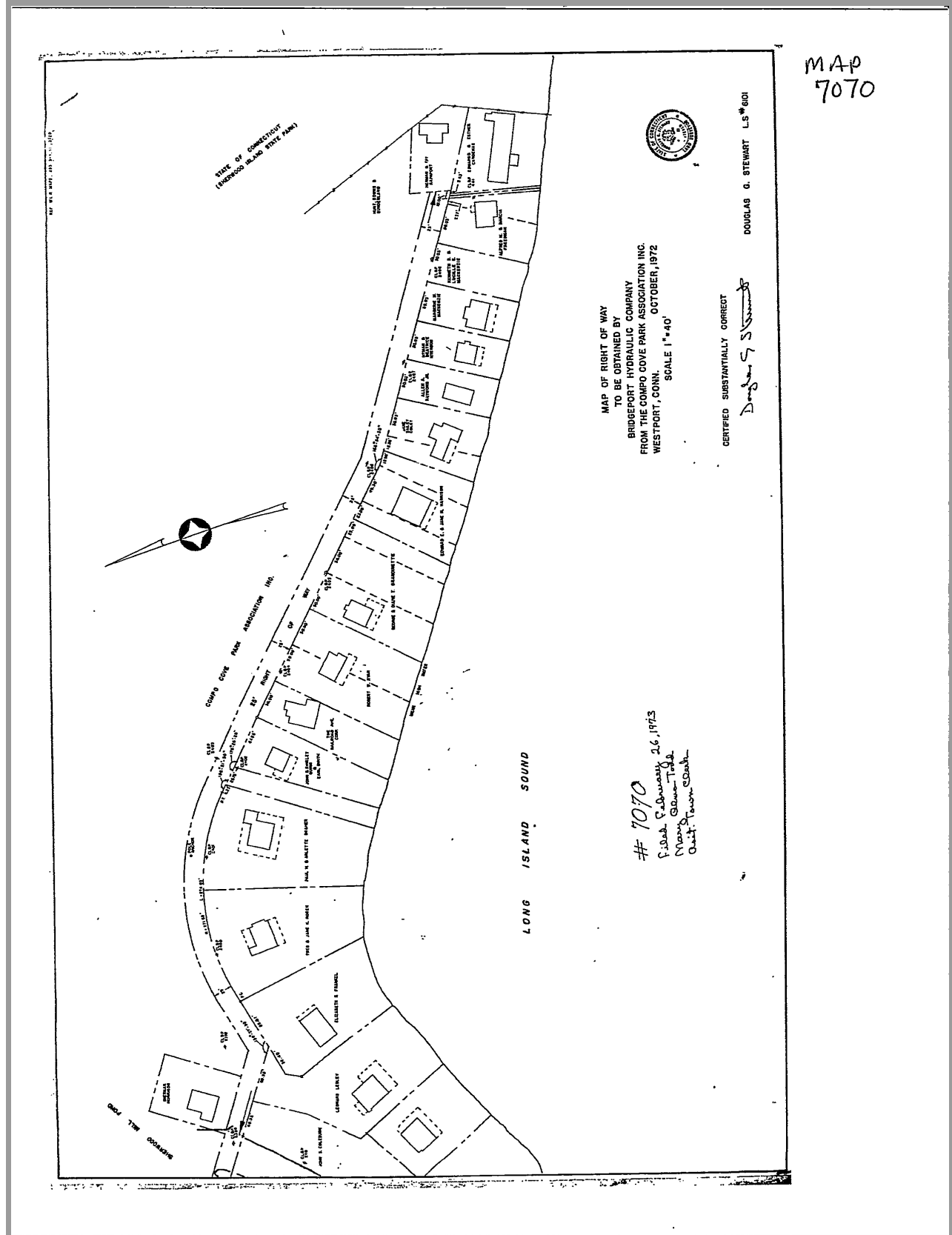




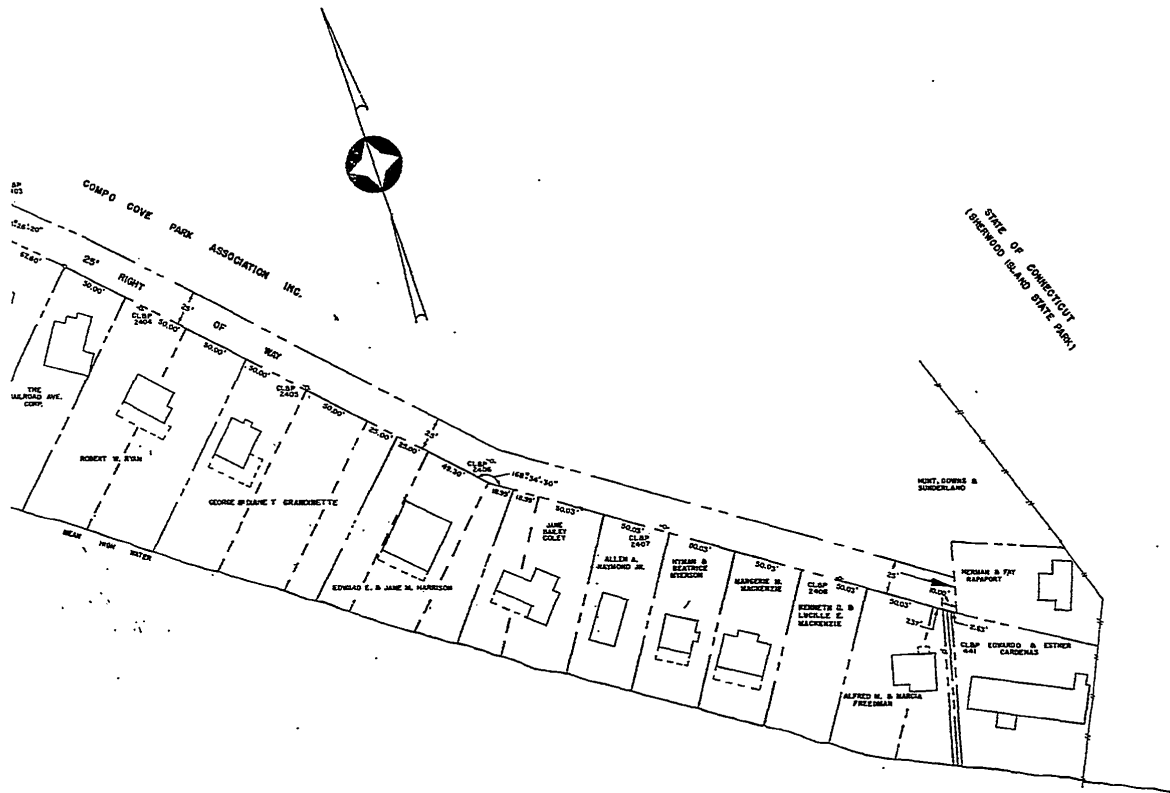
343







REF: W.L.R. MAPS, 283, 343, 551, 3720



6,1973

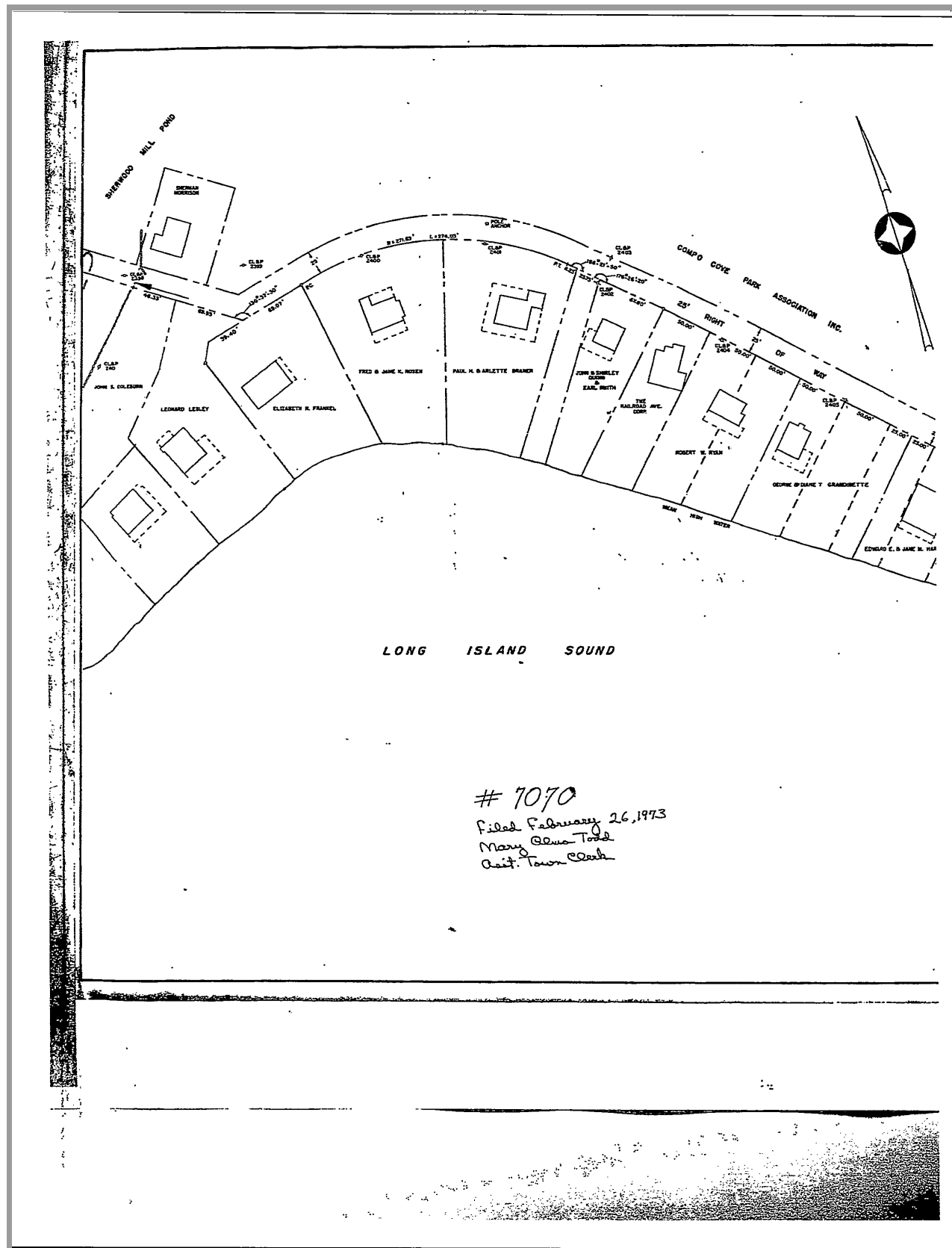
MAP OF RIGHT OF WAY  
 TO BE OBTAINED BY  
 BRIDGEPORT HYDRAULIC COMPANY  
 FROM THE COMPO COVE PARK ASSOCIATION INC.  
 WESTPORT, CONN.                      OCTOBER, 1972  
 SCALE 1" = 40'



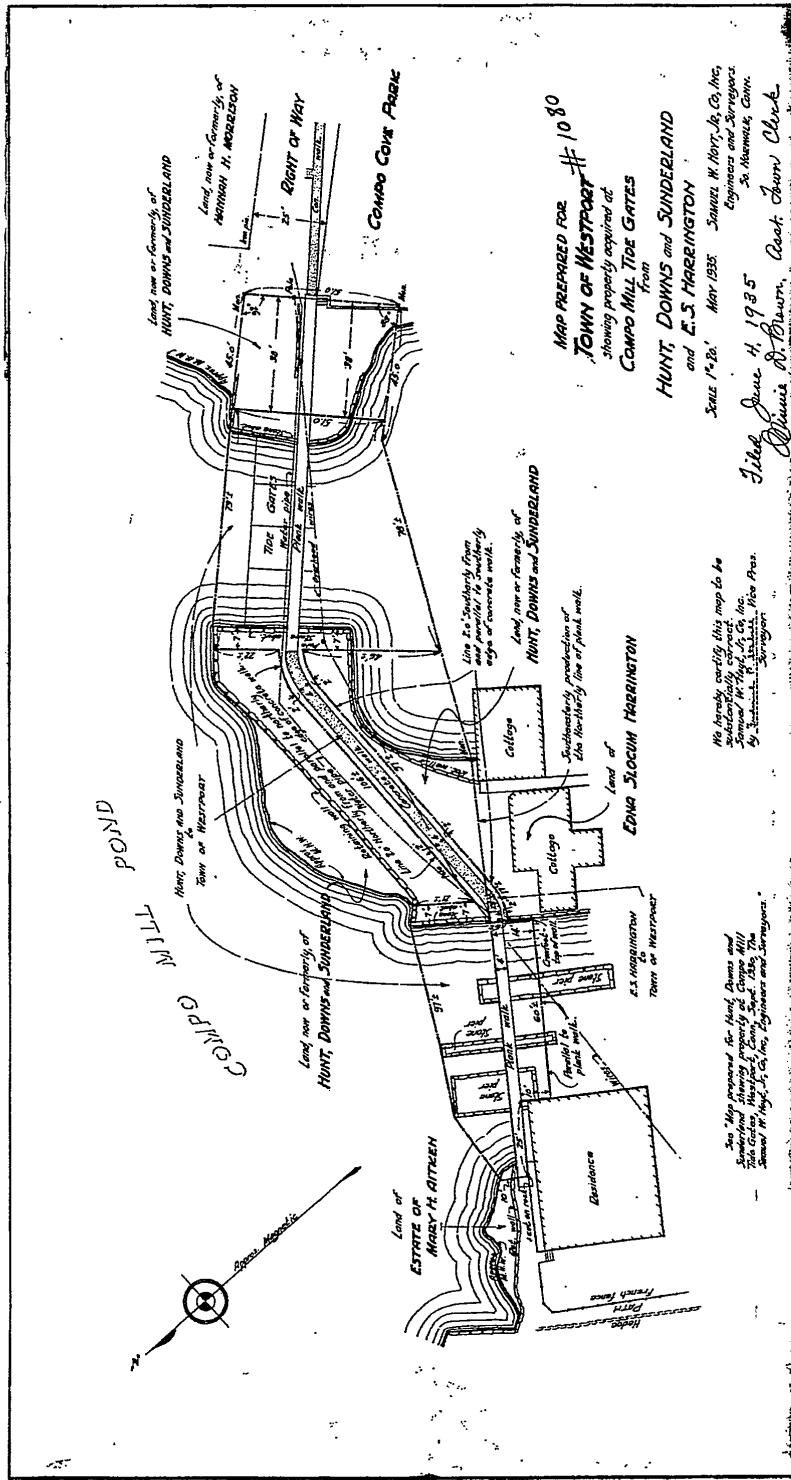
CERTIFIED SUBSTANTIALLY CORRECT

*Douglas G. Stewart*

DOUGLAS G. STEWART LS# 6101



1080



MAP PREPARED FOR  
TOWN OF WESTPORT # 1080

showing property acquired at

COMPO MILL TIDE GATES

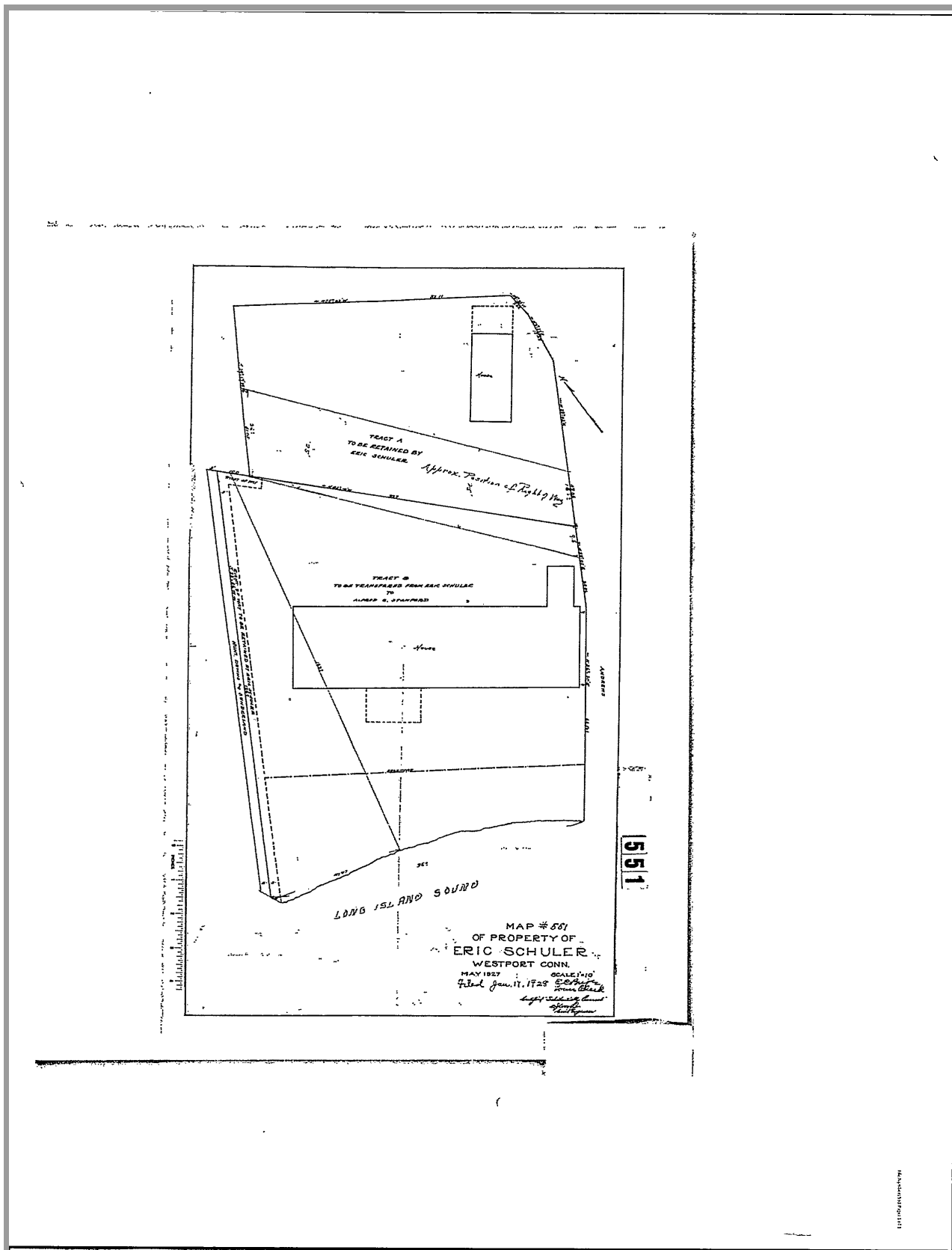
from  
HUNT, DOWNS and SUNDERLAND  
and E.S. HARRINGTON

SCALE 1" = 20' MAY 1935 SAMUEL W. HAYES, JR., INC.  
Engineers and Surveyors  
25 Haverhill, Conn.

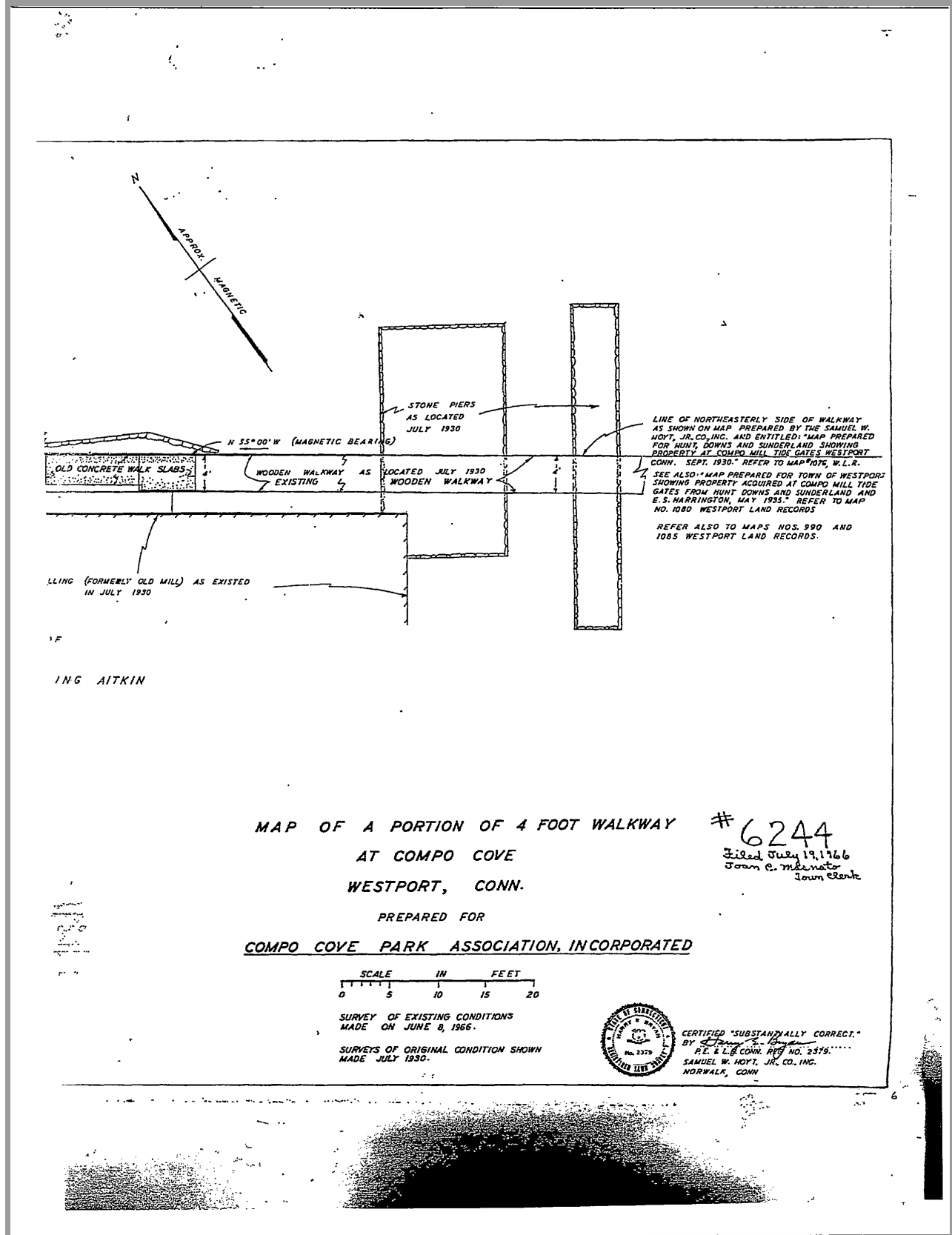
Filed June 4, 1935  
Oliver D. Brown, Asst. Town Clerk

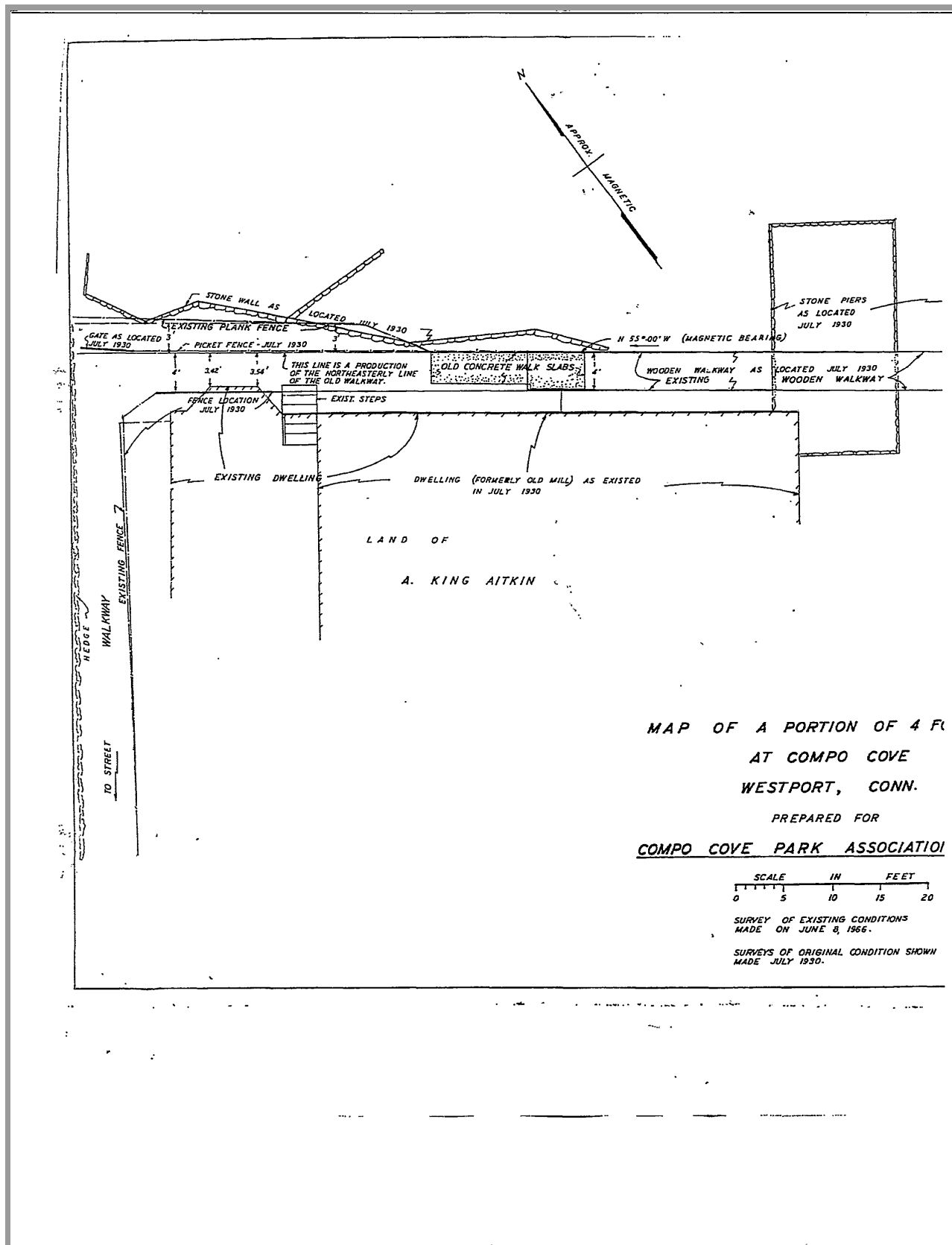
No hereby certifying this map to be  
substantially correct.  
Samuel W. Hayes, Jr., Inc.,  
Engineers and Surveyors

This map prepared for Hunt, Downs and  
Sunderland showing property of Compo Mill  
Tide Gates.  
Samuel W. Hayes, Jr., Inc., Engineers and Surveyors.

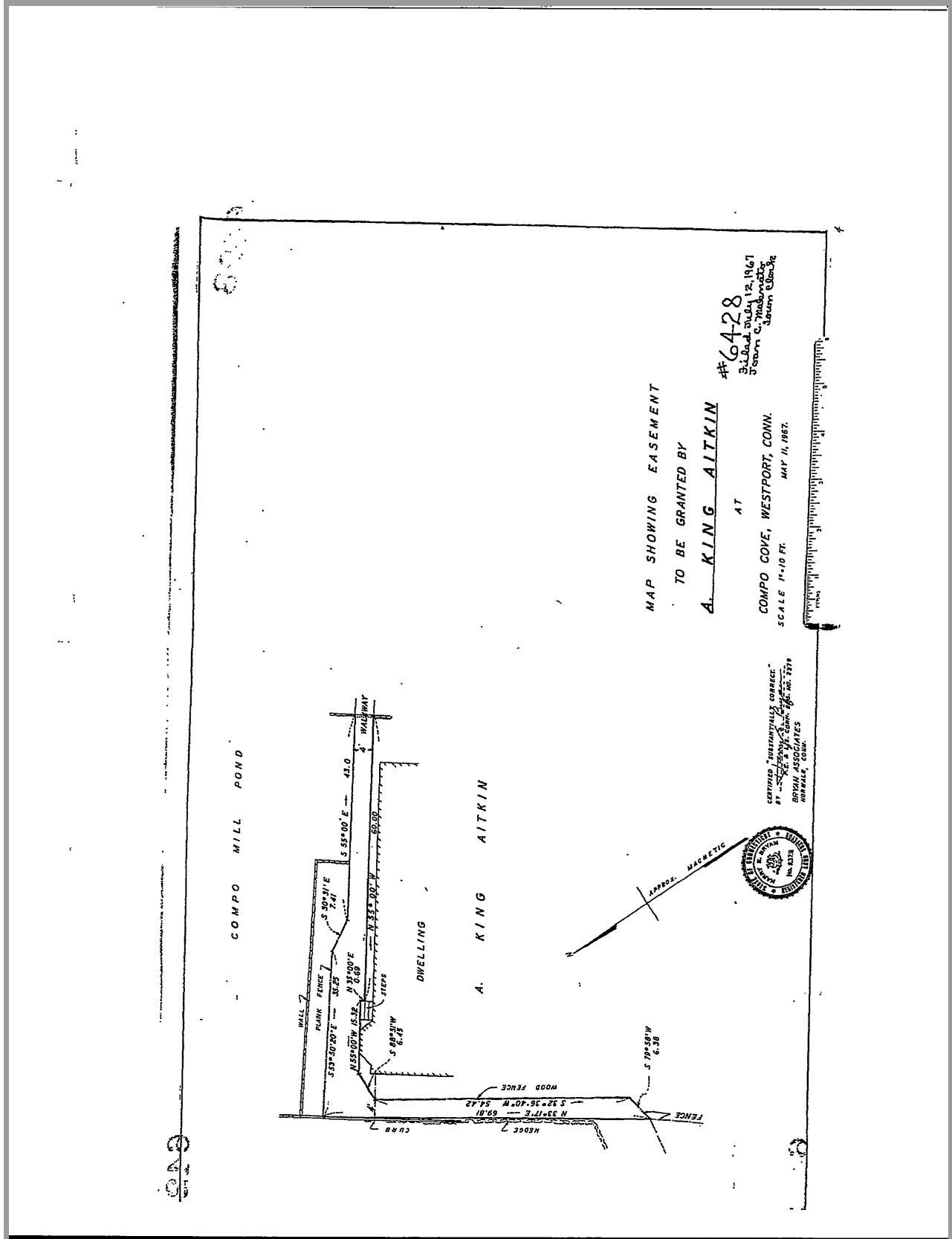


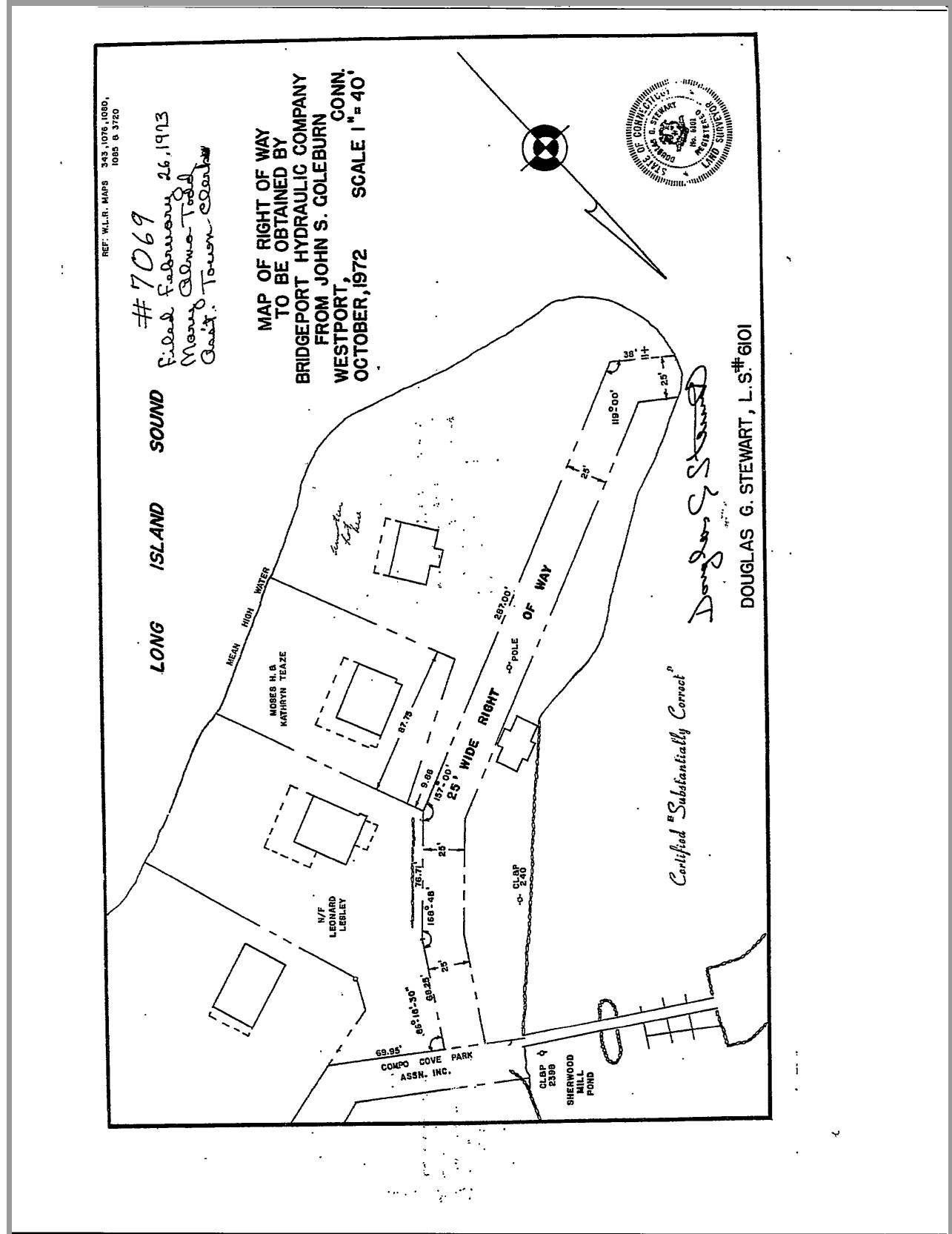












REF. W.L.R. MAPS 343, 1076, 1080, 1085 & 3720

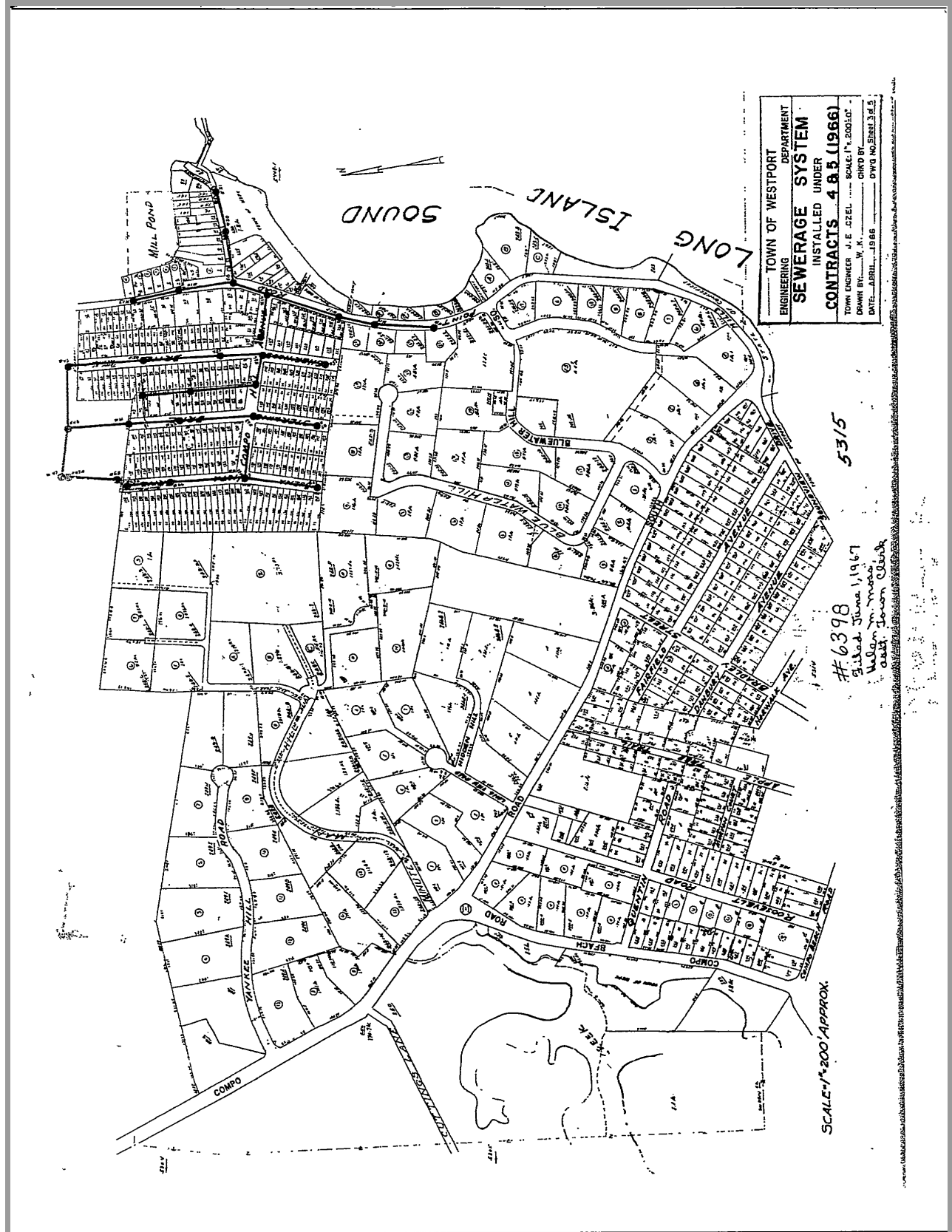
#7069  
Filed February 26, 1973  
Merry Olive Todd  
Asst. Town Clerk

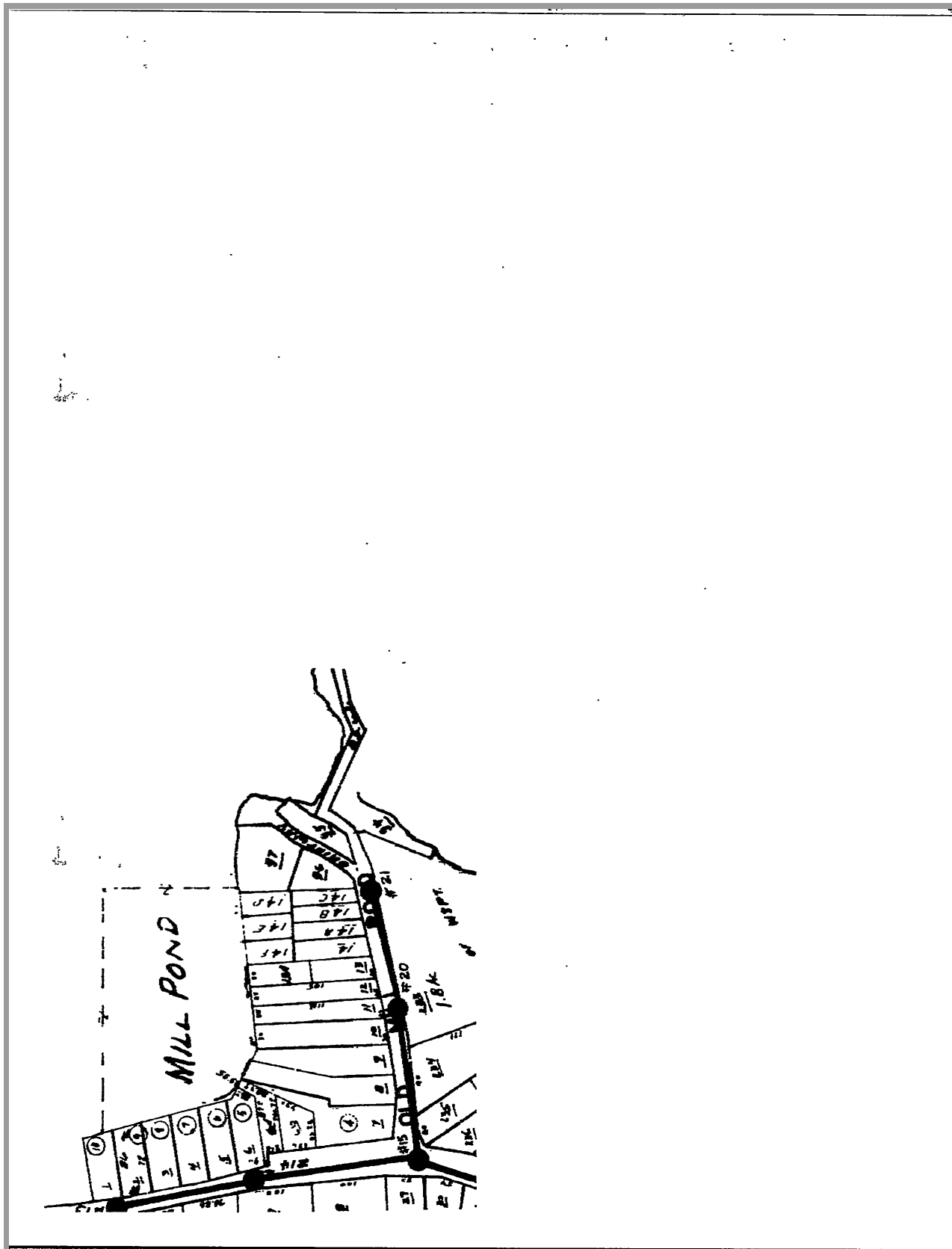
MAP OF RIGHT OF WAY  
TO BE OBTAINED BY  
BRIDGEPORT HYDRAULIC COMPANY  
FROM JOHN S. GOLEBURN  
WESTPORT, CONN.  
OCTOBER, 1972 SCALE 1" = 40'

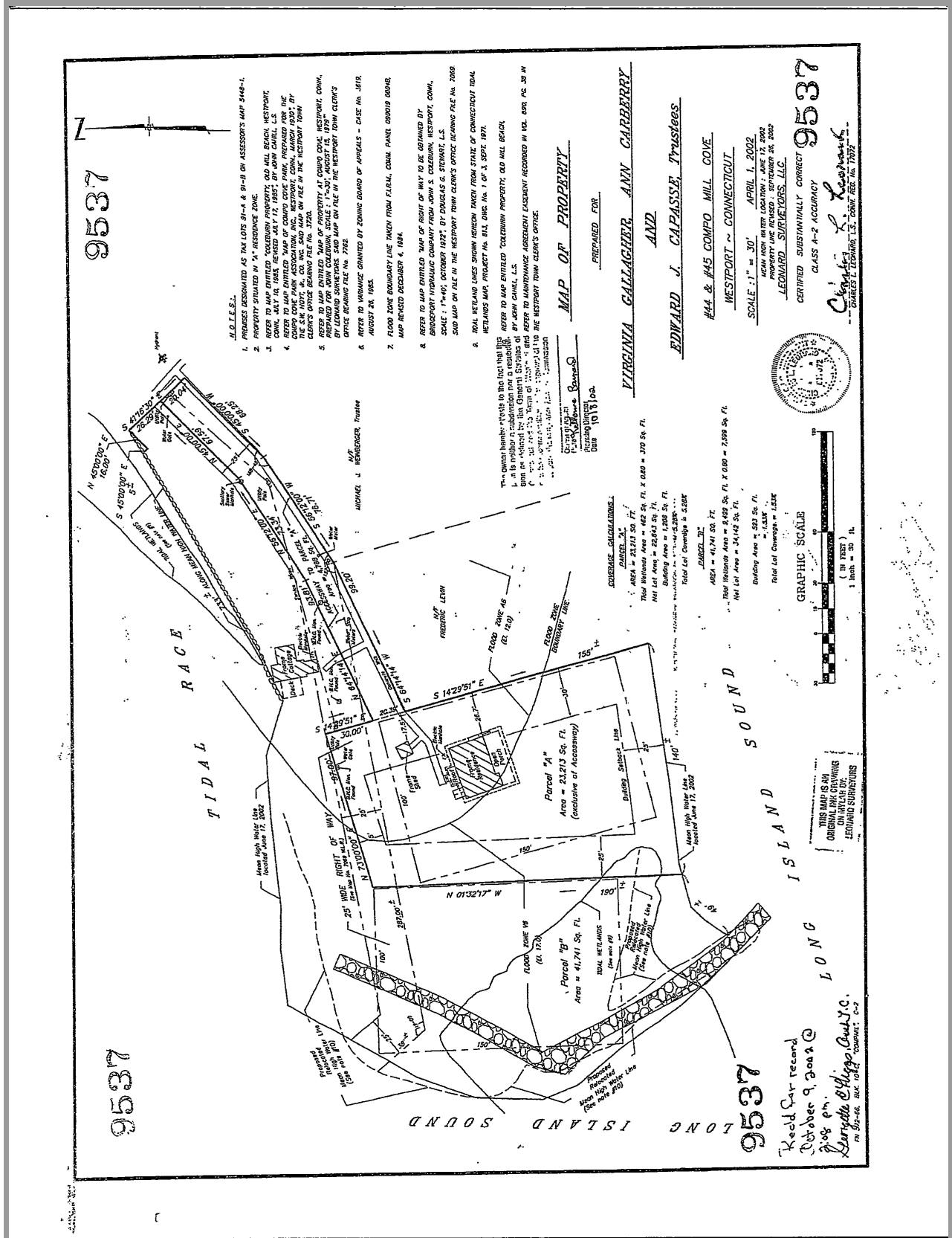


*Douglas G. Stewart*  
DOUGLAS G. STEWART, L.S. #6101

*Certified Substantially Correct*







9537

9537

- I.D.T.E.E.**
1. PREMISES DESIGNATED AS TAD LOTS 91-A & 91-B ON ASSESSOR'S MAP 3448-1.
  2. PROPERTY SITUATED IN "A" RESIDENCE ZONE.
  3. REFER TO MAP ENTITLED "SOUTHWEST CORNER OF LOTS 91-A & 91-B, WESTPORT, CT. PREPARED FOR THE COMPO COVE PARK ASSOCIATION, INC., WESTPORT, CONN., MARCH 1930, BY CLERK'S OFFICE BEARING FILE NO. 7208.
  4. REFER TO MAP ENTITLED "MAP OF PROPERTY AT COMPO COVE, WESTPORT, CONN., PREPARED FOR JOHN COLLEMAN, SCALE: 1"=30', AUGUST 12, 1939, BEARING FILE NO. 7202.
  5. REFER TO MESSAGE DATED BY ZONING BOARD OF APPEALS - CASE NO. 418, AUGUST 24, 1982.
  6. REFER TO MESSAGE DATED BY ZONING BOARD OF APPEALS - CASE NO. 418, AUGUST 24, 1982.
  7. FLOOD ZONE BOUNDARY LINE TAKEN FROM FEMA, COASTAL PANEL ORIGIN 0004E, MAP REVISED DECEMBER 4, 1984.
  8. REFER TO MAP ENTITLED "MAP OF RIGHT OF WAY TO BE OBTAINED BY SUBDIVISION PLANNING BOARD FOR THE PROPOSED DEVELOPMENT OF WESTPORT, CONN., SCALE: 1"=40', DATED BY CHARGES & SEEMER, L.L.C., WESTPORT, CONN., AND MAP ON FILE IN THE WESTPORT TOWN CLERK'S OFFICE BEARING FILE NO. 7089.
  9. REAL METERS LINES SHOWN HEREON TAKEN FROM STATE OF CONNECTICUT TOWN METERS MAP, PROJECT NO. 813, DIR. NO. 1 OF 3, SEPT. 1971.

THE TOWN ENGINEER'S OFFICE HAS REVIEWED THIS MAP AND FINDS THAT IT IS IN ACCORDANCE WITH THE GENERAL STATUTES OF THE STATE OF CONNECTICUT AND THE TOWN OF WESTPORT, CONNECTICUT. THE TOWN ENGINEER'S OFFICE BEARING FILE NO. 7089.

**MAP OF PROPERTY**

PREPARED FOR

**VIRGINIA GALLAGHER ANN CARBERRY AND EDWARD J. CAPASSE, Trustees**

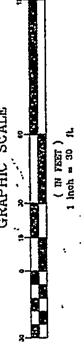
**#44 & #45 COMPO MILL COVE WESTPORT - CONNECTICUT**

SCALE: 1" = 30' APRIL 1, 2002

LEONARD SURVEYORS, LLC

CERTIFIED SUBSTANTIALLY CORRECT **9537**

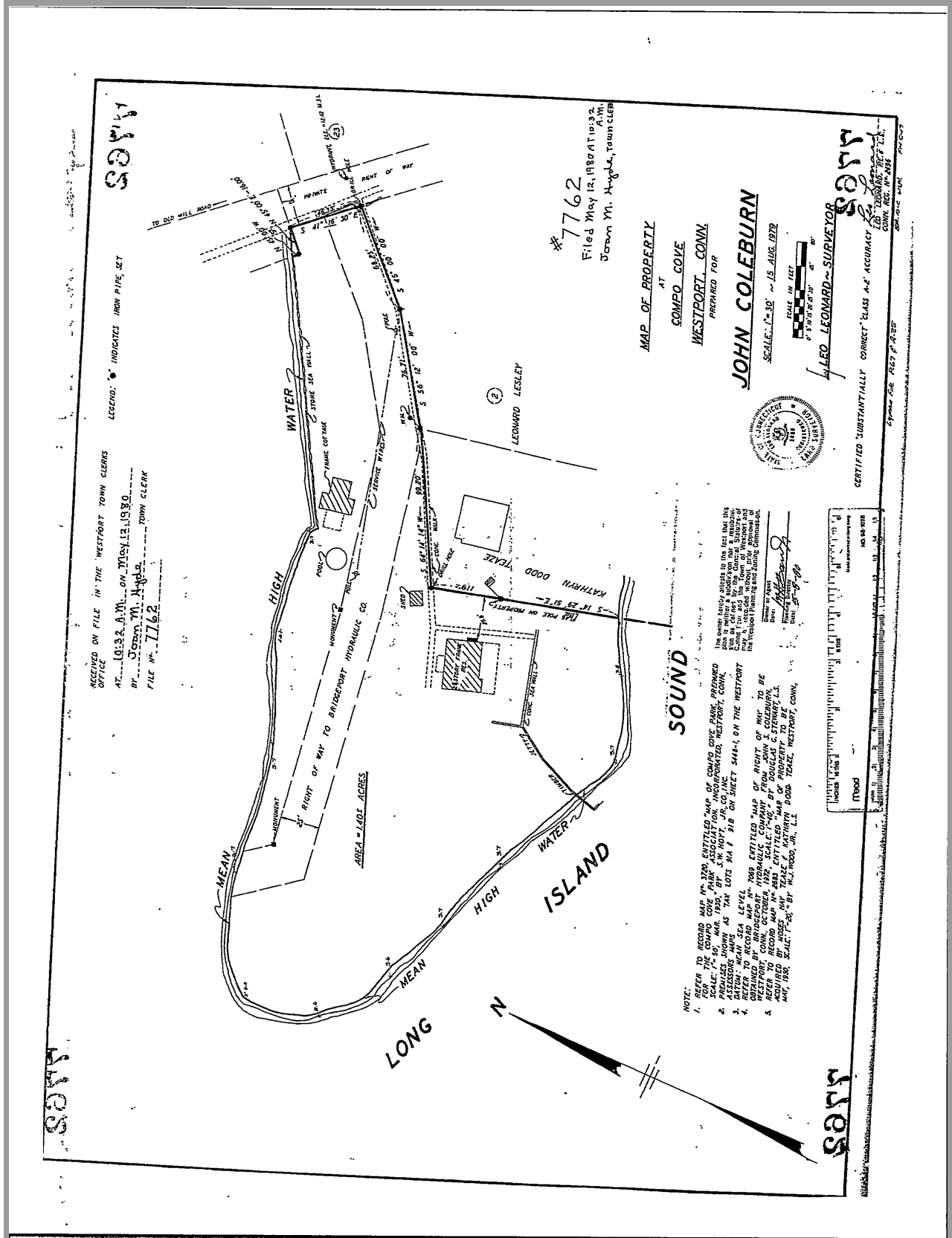
CLASS A-2 ACCURACY



THIS MAP IS THE ORIGINAL AND SHALL BE KEPT ON FILE IN THE TOWN ENGINEER'S OFFICE.

Read Car record October 9, 2002 @ 2:08 pm. Scoville & Lytle, Conn., C-2

9537

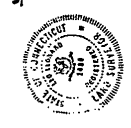


RECEIVED ON FILE IN THE WESTPORT TOWN CLERKS OFFICE AT 10:32 A.M. ON MAY 12, 1980 BY JOHN M. HAYDO, TOWN CLERK FILE NO. 7762

# 7762  
Filed May 12, 1980 AT 10:32 A.M.  
John M. Haydo, Town Clerk

MAP OF PROPERTY  
AT  
COMPO COVE  
WESTPORT, CONN.  
PREPARED FOR  
JOHN COLEBURN

SCALE: 1" = 30' ~ 15 AUG. 1979  
LEONARD SURVEYOR



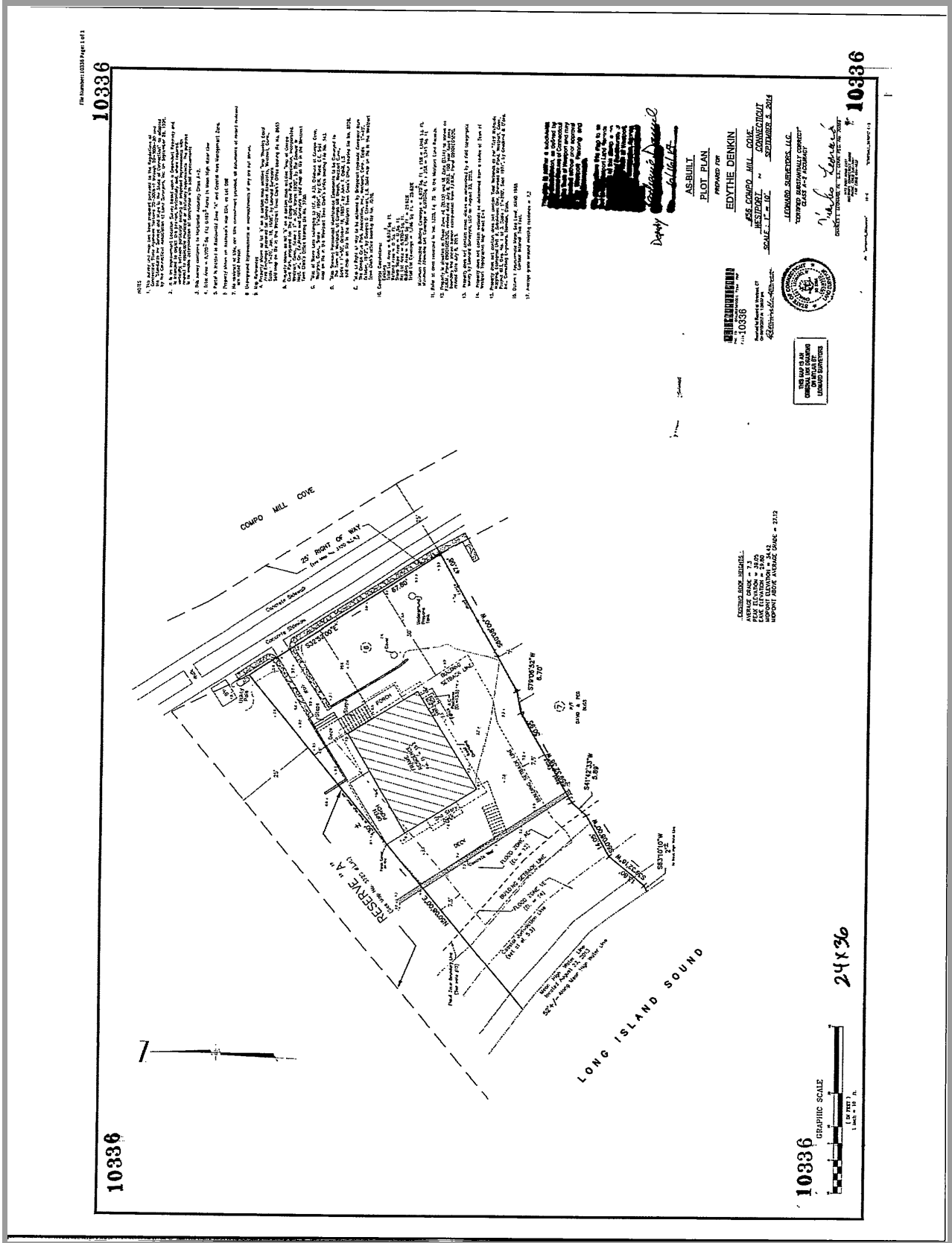
NOTE:  
1. REFER TO RECORD MAP NO. 1789 SUBMITTED MAP OF COMPO COVE PARK, PREPARED SCALE: 1" = 60' DRAWN BY S.W. MOY, JR., CO. INC.  
2. PARALISES SHOWN AS 74' LOTS 341 & 318 ON SHEET 344-1, ON THE WESTPORT DISTRICT MAP OF 1965.  
3. REFER TO RECORD MAP NO. 789 CITIES MAP OF RIGHT OF WAY TO BE WESTPORT BY BRIDGEPORT HYDRAULIC COMPANY, DRAWN BY DOUGLAS G. COLZURRO, WESTPORT, CONN. SCALE: 1" = 40' BY JOHN COLEBURN, WESTPORT, CT.  
4. REFER TO RECORD MAP NO. 789 CITIES MAP OF RIGHT OF WAY TO BE WESTPORT BY BRIDGEPORT HYDRAULIC COMPANY, DRAWN BY DOUGLAS G. COLZURRO, WESTPORT, CONN. SCALE: 1" = 40' BY JOHN COLEBURN, WESTPORT, CT.  
5. REFER TO RECORD MAP NO. 789 CITIES MAP OF RIGHT OF WAY TO BE WESTPORT BY BRIDGEPORT HYDRAULIC COMPANY, DRAWN BY DOUGLAS G. COLZURRO, WESTPORT, CONN. SCALE: 1" = 40' BY JOHN COLEBURN, WESTPORT, CT.

CERTIFIED SUBSTANTIALLY CORRECT CLASS A.P. ACCURACY  
LEONARD SURVEYOR  
CONN. REG. NO. 1111

DATE	NO. 88-0018
BY	
FOR	
REMARKS	

MAGS

MAGS



File Number: 10336 Page 1 of 3  
**10336**

- NOTES:**
1. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
  2. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
  3. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
  4. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
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  16. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
  17. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.

**AS-BUILT**  
**PLOT PLAN**  
 PREPARED FOR  
**EDYTHE DENKIN**  
**455 COMPO MILL COVE**  
**WESTPORT, CT 06891**  
**SEPTEMBER 3, 2014**  
**SCALE: 1" = 20'**  
**LEONARD SUBERSTEIN, LLC**  
**TOWN OF WESTPORT, CONNECTICUT**  
**PROJECT CLASS: P-1**  
**PROJECT NO: 10336**  
**DATE: 09/03/14**  
**DESIGNED BY: EDYTHE DENKIN**  
**DRAWN BY: EDYTHE DENKIN**  
**CHECKED BY: EDYTHE DENKIN**  
**APPROVED BY: EDYTHE DENKIN**

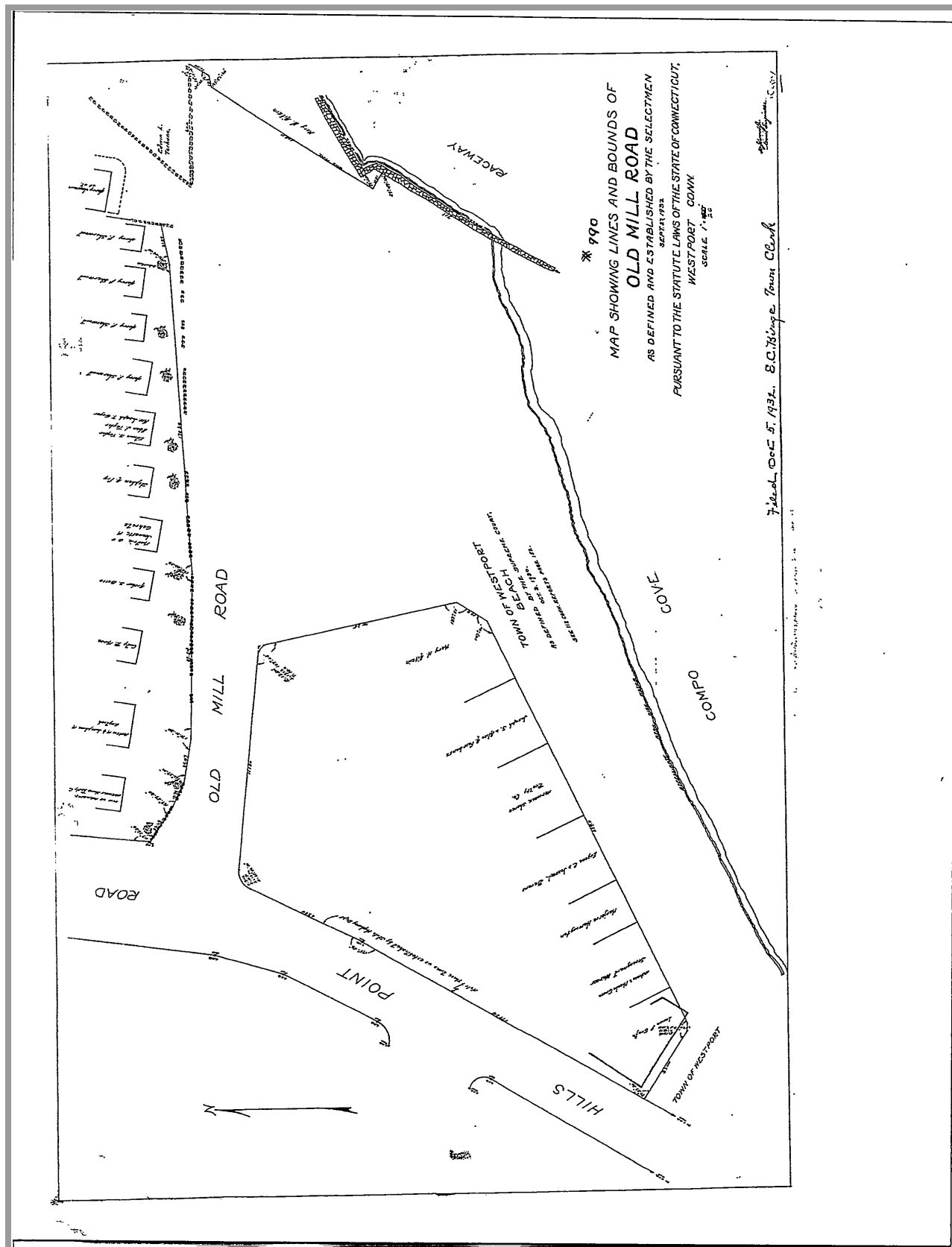


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EXISTING GROUND SURFACE:  
 AVERAGE GRADE = 71.3  
 EAVE ELEVATION = 70.00  
 WINDUP ELEVATION = 70.43  
 FINISHED FLOOR GRADE = 71.13

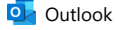
**10336**  
 GRAPHIC SCALE  
 1" = 20' 0"  
**24x36**

**10336**



1/30/25, 3:42 PM

Mail - Mandell, Matthew - Outlook



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**Mill Pond/Compo Cove walkway**

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**From** Jennifer Johnson <jjohnson@westportct.gov>  
**Date** Mon 1/27/2025 6:31 PM  
**To** Mandell, Matthew <mmandell@westportct.gov>; Lautenberg, Ellen <elautenberg@westportct.gov>

Dear Matt & Ellen

In regard to the \$5.6 million tide gate/walkway project, I've been gathering background information on the walkway, including: 1) who owns it; 2) when was it built; and, 3) the nature of the deliberations that occurred at the time it was approved.

Here's a brief summary:

In the late 1980s the town embarked on a major effort to save the Mill Pond. The tide gates badly needed an upgrade. After several years of effort by the town, the project was approved by the RTM in June of 1990.

In 1990 the total project cost was \$1.6 million project (approx. \$3.8 million in today's dollars). The final plan had three components: 1) dredge the pond; 2) rebuild the tide gates; and, 3) build a timber walkway. Funding came from the state, the town and a special benefit assessment to property owners adjacent to the pond.

As you can see from the attached screenshots the walkway was a big part of the June 1990 RTM meeting discussion and final vote. It appears that some of the Cove property owners didn't like the location of the walkway preferring that it start on Hillspoint Road rather than next to the garage area. The Cove owners didn't oppose the walkway; only a few objected to the location.

Here are a few screenshots from the June 1990 RTM minutes:

1/30/25, 3:42 PM

Mail - Mandell, Matthew - Outlook

First Selectman Douglas Wood recounted how the Director of Public Works, Gerard Smith had told him that the first day he had come to work for the Town, then First Selectman Jacqueline Heneage had given him the assignment of restoring the Mill Pond. Mr. Smith had never thought he would see this happen but with approval of this Resolution tonight, he would. Mr. Wood said most of the presentation would be given by the Deputy Director of Public Works, Stephen Edwards and the project designer Stanley White. The issues had been discussed at length in the past. Mr. Wood said permits for the timber flap gates had been received. The planned walkway would guarantee public access. A fishing platform would also be provided. As to funding, Mr. Wood said questions had been asked as to the \$250,000 State grant and he wanted the members to know that on June 13th he had received official authority that as soon as approval was given by the RTM, the money would be waiting. The other \$250,000 from the residents was no problem at all and everything would be in place by July 15. The impact on Old Mill Beach would present the same ecological problems that the new beach would present.

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1/30/25, 3:42 PM

Mail - Mandell, Matthew - Outlook

would be no fishing on the Hillspoint Road side. Mr. Ferguson said the committee would like to see as many access sites as possible. He added the majority of the residents of Compo Cove were in favor of the design presented tonight.

The First Selectman said that public access had been a concern of the RTM for a number of years. This walkway plan overcame one of the greatest obstacles the project had faced. This area of the project had also concerned the Board of Finance. Mr. Wood said those few who had come forward tonight after this matter had been discussed for over a year must know that if you prevail tonight or at one of the other Boards or Commissions where approvals must be obtained, you would have not only defeated the walkway but defeated the restoration of the Mill Pond. Mr. Wood said the clock was ticking and time was running out.

Mrs. Holson said public access was a very important issue with the RTM. Since public access had been included from the beginning, why had this group waited until tonight to complain.

Mr. Barr said this plan had only been proposed on May 31 with the first public meeting on June 6. He said this particular proposed walkway had only been before the public for twenty days. He said it was not the eleventh hour, this had been the only opportunity.

Ms. O'Sullivan commended Mr. Wood for bringing this before the RTM tonight and for the inclusion of the public right of way. She had been advised by residents of her district that they would not support the project if it did not include public access. Ms. O'Sullivan announced that she planned to vote in favor.

Mrs. Holson wanted to know if having to go to the P. & Z. and the Conservation Commission for permits would change the proposed schedule.

So, the question of who owns the walkway has been answered. The Town owns it. And it was clear from the outset that the walkway was meant to provide public access.

In the 1990s the Cove's historic bungalows were largely owned by Westport residents. Once larger homes started replacing the bungalows, the gate followed. Today, the gate now blocks public access both to the Cove road and to the mean high water line.

With the reconstruction of the walkway and tide gates now moving forward - at a cost of \$5.6 million - many Westporters believe the Town should now reclaim public access.

We can discuss this more at the RTM subcommittee meeting which I hope will be soon. There are legal issues that may come up sooner rather than later.

I hope you find this helpful. Please do not hesitate to reach out to me if you have any questions.

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1/30/25, 3:42 PM

Mail - Mandell, Matthew - Outlook

Thanks,  
Jenny  
917-886-0020

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4/4

384

VOL 64 PG 384

WARRANTY DEED

MANUSCRIPT-VOL. 64

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That We, I. Leon Hunt, Morris Downs and Victor L. Sunderland, all of the town of Westport, county of Fairfield and state of Connecticut, for the consideration of one dollar and other valuable considerations, received to our full satisfaction of the Town of Westport, a municipal corporation of Fairfield County, Connecticut, do give, grant, bargain, sell and confirm unto the said Town of Westport, all that certain tract or parcel of land situate in said town of Westport, at Compo Mill, so called bounded and described as follows: Commencing at a point at the approximate mean high water mark on the southwesterly side of Compo Mill Pond, so called, where property formerly of Helen R. Mitchell, more lately of Estate of Mary H. Atkin and the tract herein conveyed join, said point being the northeasterly corner bound of property of Helen R. Mitchell, thence running in a southwesterly direction 10' to a cut on a rock located on the southerly side of the present plank walk; thence running in a southeasterly direction along the northeasterly boundary of land of said Helen R. Mitchell 25 feet to the northeasterly corner of building of Helen R. Mitchell, known as Compo Mill; thence running along the southeasterly boundary of said Compo Mill 10 feet; thence running in a southeasterly direction along a line parallel with the present 4 foot plank walk 60 feet, more or less, to a crowfoot on the top of wall on westerly side of island between the two streams, thence running in a northeasterly direction along top of said wall 14 feet to the northerly edge of the present plank walk at the northwesterly corner of land of Edna Slocum Harrington; thence running southeasterly in the line of continuation of the northerly edge of said plank walk to a point which is two feet distant perpendicularly from the southerly edge of the present concrete walk; which point is more particularly located as a point in southeasterly production of the northerly line of the plank walk over raceway which point is 7.04 feet southeasterly from a cut on the present concrete walk as measured along said production of northerly line of said plank walk, thence running on a line parallel with and two feet distant southerly from the south side of the present concrete walk 97 feet more or less to a point 7 feet, more or less, northwesterly from the westerly stone abutment of the tide gates as shown on map hereinafter referred to; thence running in a general southwesterly direction on a line parallel with and 7 feet distant in a northwesterly direction from the westerly stone abutment aforesaid, 51 feet more or less, to a point; thence running in a general southeasterly direction 78 feet more or less by a bent line to the southwesterly corner of old landing stage situated on the southeasterly side of said tide gates; thence running in a northeasterly direction 51 feet to a point in stone abutment which is 7 feet southeasterly from northwesterly corner of said stone abutment as measured along the northeasterly line of said stone abutment, thence running in a northwesterly direction through northwesterly corner of said stone abutment and through the northwesterly corner of stone abutment on northwesterly side of said tide gates, 79 feet more or less to a point which is 7 feet northwest from northeast corner of northwest stone abutment; thence running in a southwesterly direction along a line parallel with and 7 feet distant northwesterly from southeasterly side of northwesterly stone abutment to a point which is 2 feet distant northerly from north side of said concrete walk; thence running on a line parallel with and 2 feet distant northerly from the northerly side of present concrete walk 113 feet more or less to a point which is 7 feet southeast from northwest edge of a stone abutment; thence running in a northeasterly direction along a line parallel with and 7 feet distant southeasterly from said stone abutment 21 feet more or less to a retaining wall; thence running northwesterly along northeasterly face of retaining wall 7 feet more or less to northwest corner of stone abutment; thence running in westerly direction through northwest corners of 2 stone piers by a bent line 97 feet more or less to point or place of beginning.

For a more particular description reference is hereby made to "map prepared for Hunt, Downs and Sunderland, showing property at Compo Mill Gates, Westport, Conn. Scale 1" = 30' Sept. 1930". The Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn. which map is to be filed in the office of the Town Clerk of said Town of Westport simultaneously herewith.

For a further description of said premises reference is hereby made to "Map prepared for the Town of Westport, showing Property acquired at Compo Mill Tide Gates from Hunt, Downs and Sunderland and E. S. Harrington, Westport, Conn. May, 1935" the Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, which map is to be filed in the office of said Town Clerk.

TO HAVE AND TO HOLD the above granted and bargained premises with the privileges and appurtenances thereof unto it the said grantee its successors and assigns forever to its and their own proper use and behoof. And also we the said grantors do for ourselves and our heirs, executors, administrators, successors and assigns covenant with the said grantee, its successors and assigns, that at and until the ensueing of these presents, we are well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever, except hereinafter mentioned.

1. Zoning laws and ordinances of the Town of Westport. 2. Rights of way whether by prescription or by grant.

AND FURTHERMORE, we the said grantors do by these presents bind ourselves and our heirs, successors and assigns forever to Warrant and Defend the above granted and bargained premises to it the said grantee its successors and assigns, against all claims and demands whatsoever, except as above mentioned.

IN WITNESS WHEREOF, we have hereunto caused to be set our hands and seals this 22nd day of May, in the year of our Lord, one thousand nine hundred and thirty-five.

Signed, sealed and delivered in presence of  
Hereward Wake  
Kathelyne A. Reichert

FILED  
MAY 22 1935  
TOWN CLERK  
WESTPORT  
CONNECTICUT

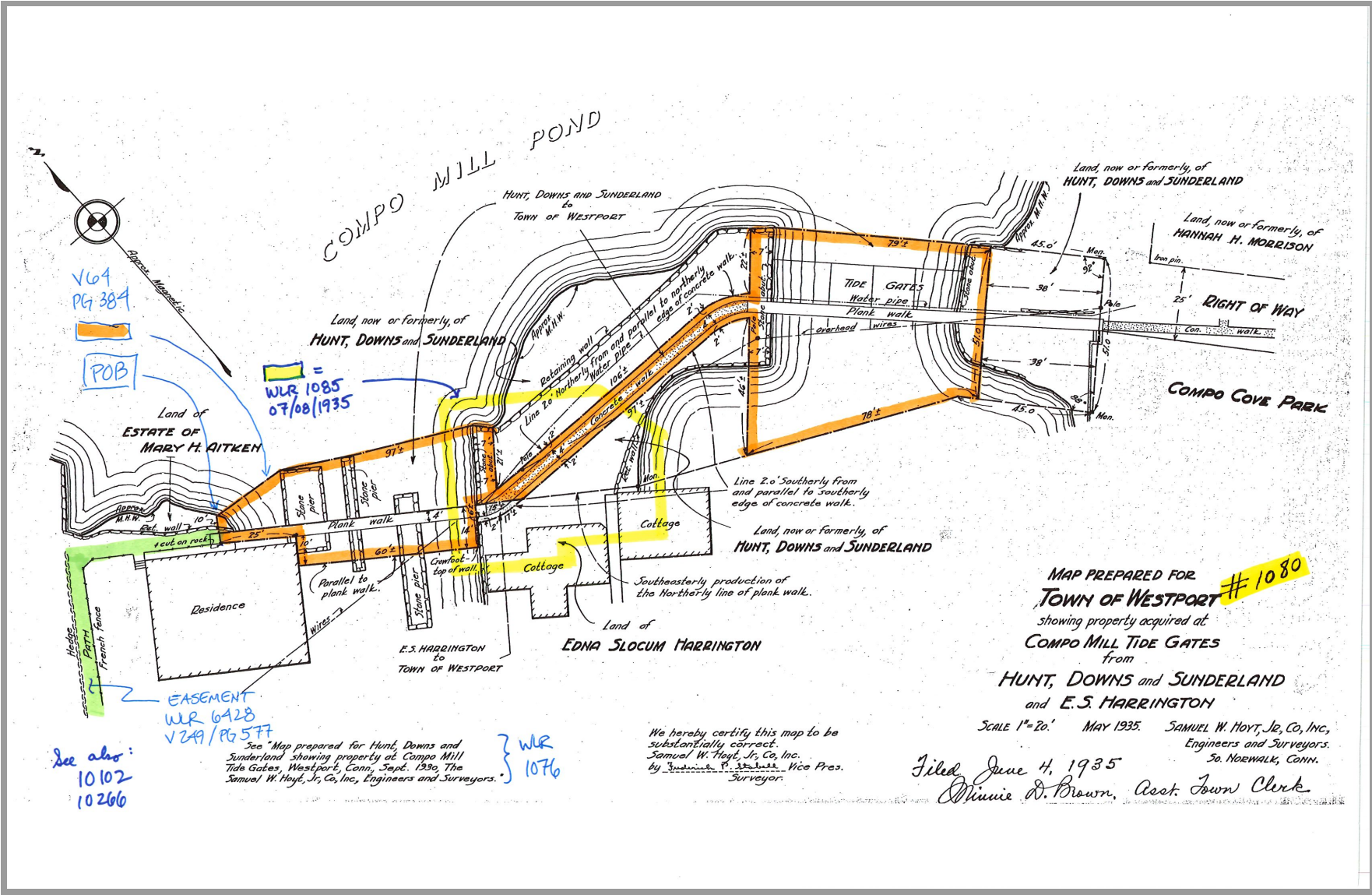
I, Leon Hunt (LS)  
Morris Downs (LS)  
Victor L. Sunderland (LS)

(continued)

POB

WLR 1076

WLR 1080







# Mihalcz v. Woodmont

**175 Conn. 535 (1978)**

ALICE C. MIHALCZO v. BOROUGH OF WOODMONT ET AL.

**Supreme Court of Connecticut.**

Argued May 3, 1978.

Decision released August 1, 1978.

COTTER, C. J., LOISELLE, BOGDANSKI, LONGO and RUBINOW, JS.

Gerald T. Weiner, for the appellants (defendants).

Clement J. Kichuk, for the appellee (plaintiff).

COTTER, C. J.

The plaintiff, the owner of a shorefront cottage at Merwin's Point in the borough of Woodmont, city of Milford, brought this action seeking a permanent injunction restraining the defendants from interfering with the use and enjoyment of her property, a determination of the rights in and to her land, and damages. From a judgment in favor of the plaintiff, the defendants have appealed.

The following facts were found by the court: The plaintiff's property, known as No. 2 Chapel Street, was purchased by warranty deed in 1970, and is bounded southerly fifty feet by Long Island Sound and westerly by Chapel Street, formerly known as Beach Avenue. These premises were conveyed to her together with and subject to the agreements and rights-of-way contained in a document which involved other cottagers and other parcels of land fronting on Long Island Sound, and which was executed by John W. Merwin and others, dated May 22, 1885, and recorded in the Milford land records. The right-of-way to pass and repass on foot only was granted by Merwin to those cottagers, their heirs and assigns and the heirs and assigns of each of them. Along with the aforesaid documents a map

delineating the rights-of-way was recorded, also describing a lot referred to as parcel N, designated "Proposed Road," which is now Dixon Street.

\*537 A seawall-walkway in general conformity to the beach and shore now exists across the width of the Mihalcz property adjacent to the beach on the south. Although the cement seawall-walkway has been in existence for about fifty years and used by the unorganized public, including some residents of the defendant borough, as a walkway, the plaintiff first became aware of the use of the seawall-walkway by pedestrians when she moved into the cottage in the summer following her purchase of the property in February, 1970. In June, 1971, after consulting her attorney, she attempted, on three occasions, to erect a gate, open only to the cottagers, across the walkway on the westerly border of her property next to Chapel Street. Under the direction of the warden and burgesses of the borough, however, the defendant constable, George Ramadan, was instructed to remove the gate across the sidewalk, which he did on June 21-22, 1971. Thereafter, the plaintiff brought the present action.

On appeal, we consider only those assignments of error which the defendants have raised in their brief,[1] viz: whether the seawall-walkway was within the plaintiff's property lines; whether she sustained her burden of proof that it "was within her southerly boundary without establishing the mean high-water mark of Long Island Sound"; whether the defendant borough in order to claim an easement must have a deed to a road appurtenant to the land that it claims was dedicated and accepted as a public right-of-way; whether the defendant borough established a prescriptive right-of-way by adverse use under General Statutes § 47-37; and, finally, whether \*538 the seawall-walkway was dedicated to the Woodmont Association-Borough by the plaintiff's predecessors in title.[2]

The findings that the plaintiff has title to the property which is bounded southerly fifty feet by Long Island Sound are not attacked. The latter description is equivalent to a boundary at the high-water mark **since the land between high and low-water marks remains in the state.** Short Beach Cottage Owners Improvement Assn. v. Stratford, 154 Conn. 194, 200, 224 A.2d 532. **Thus, Long Island Sound establishes the southern boundary of the plaintiff's property.** Buckley v. Maxson, 120 Conn. 511, 518-19, 181 A. 922; Smith v. Dotolo, 99 Conn. 241, 242, 121 A. 472. **It has been recognized that a landowner could have a fee simple title only to the area above the mean high-water mark.** Shorefront Park Improvement Assn., Inc. v. King, 157 Conn. 249, 251, 257, 253 A.2d 29. The court properly concluded, and the defendants agree, that the location of the mean high-water mark delineates the plaintiff's southern boundary.

In using the term "high-water mark" the line of mean high water mark or "ordinary high-water mark is always intended." United States v. Pacheco, 69 U.S. (2 Wall.) 587, 590, 17 L. Ed. 865; Freeman v. Bellegarde, 108 Cal. 179, 41 P. 289. "[B]y the common law, the shore `is confined to the flux and reflux of the sea at ordinary tides.' Blundell v. \*539 Cotterall, 5 B. & A. 268, 292. It is the land `between ordinary high and low-water mark, the land over which the daily tides ebb and flow. When, therefore, the sea, or a bay, is named as a boundary, the line of ordinary high-water mark is always intended where the common law prevails.' United States v. Pacheco ... [supra]." Borax Consolidated Ltd. v. Los Angeles, 296 U.S. 10, 22, 56 S. Ct. 23, 80 L. Ed. 9.

The defendants separately by way of special defense allege that the sidewalk in issue was "across the southern portion of the plaintiff's property," and the defendant borough in its cross complaint alleges that the strip of land which it claims is either a public sidewalk or a public right-of-way which the borough residents obtained by prescription is "across the southerly portion of the plaintiff's property." The quoted portions of the defendants' allegations which admit that their claims specifically relate to pedestrian passage over the southerly boundary of the plaintiff's land are judicial admissions and are conclusive upon the defendants. Bridgeport v. Stratford, 142 Conn. 634, 646, 116 A.2d 508.

The court found that a survey of the shoreline by the state water resources commission for the years 1964 to 1967, inclusive, which was admitted into evidence as a full exhibit by the defendants, showed a constant shifting of the mean high-water mark on shore, and, as a result of this movement, the plaintiff's beach today shows approximately the same conditions that prevailed before the pumping of sand about sixteen years ago. That exhibit and the testimony presented at the time of its introduction support the findings and conclusion of the court that \*540 although the seawall is periodically touched by high tide, the mean high-water mark or the plaintiff's southerly boundary is presently about twenty feet southerly from the plaintiff's seawall-walkway. The court made a visual inspection of the plaintiff's premises and of the physical appearance and structure of the seawall and walk between Chapel and Clinton Streets, in company of counsel for the parties; it observed the tide and sand along the southern boundary of the plaintiff's property.

The court, therefore, was not in error in concluding that the seawall-walkway was within the plaintiff's property line.

The named defendant's claim that it has the same right to use the walkway as any other property owner fronting on the beach who received a grant from Merwin is similarly without merit. It is undisputed that the intervening deeds in the plaintiff's chain of title all carry the restrictions and benefits of the easement agreement of 1885 between the so-called

"Cottagers" concerning the correlative right to pass and repass on foot over the right-of-way in question, without expressing at any time any further easement in favor of the public, the borough of Woodmont, or its predecessor, Woodmont Association. The fact that Dixon Street, which was originally shown as a "Proposed Road" on the 1885 map, is now a public street which ends at the seawall-walkway and stairway leading from the seawall to the beach, does not, as the defendant claims, entitle it to "inherit" the easement of way specifically granted for the benefit of the "Cottagers" who were described in and parties to the agreement.

\*541 Nor have the defendants satisfied their burden of proving the acquisition of an easement by prescription. We have held that the unorganized public cannot acquire rights by prescription. Since a deed or devise to the unorganized public by that name would be void for uncertainty, there can be no prescription where there can be no grant. Turner v. Hebron, 61 Conn. 175, 187, 22 A. 951; 4 Tiffany, Real Property (3d Ed.) § 1193. The burden of proving adverse use was upon the borough of Woodmont; it was thus required to establish that its use of the plaintiff's property was open and visible, continuous and uninterrupted for fifteen years, and under a claim of right. General Statutes § 47-37. As to the last mentioned element alone, the court specifically found that "there was no expression of a claim to a public right-of-way over the plaintiff's property prior to that inferentially made on June 17, 1970." This finding and others must stand since they find reasonable support in the evidence or in reasonable inferences drawn from the facts proven. Dunn v. Santino, 139 Conn. 352, 355, 93 A.2d 726. We cannot say as a matter of law that the court was required to find that the claim of an easement by prescription was affirmatively proven. Loewenberg v. Wallace, 147 Conn. 689, 699, 166 A.2d 150.

The defendant borough further argues that there was an implied dedication to the public by the plaintiff and her predecessors in title of a right-of-way over the seawall-walkway; it claims that the Woodmont public used the walkway with the acquiescence of the property owners for a long period of time and that the borough maintained and repaired the seawall on several occasions without complaint from the property owners.

\*542 When the original wall of boulders and the present seawall and walkway were erected, or who constructed them, is not known, and no records pertaining to the actual construction of any seawall have been shown. The trial court found, however, that at different times repairs to the seawall and walkway were made by the owners of the respective properties, although from the time of the 1938 hurricane until the commencement of this action in 1971, necessary repairs were demanded of the property owners by the borough or its predecessor. In June, 1970, the borough warden, citing action

taken at the meeting of the board of the warden and burgesses, sent a letter to all property owners along the wall in issue demanding that they "make the necessary repairs to the sidewalk in front of their houses" within one week; otherwise, the borough would have the work done at private expense.

Whether a parcel of land has been dedicated to a public use by the owner of the fee and accepted for such use by and in behalf of the public are questions of fact for the trier. *Whippoorwill Crest Co. v. Stratford*, 145 Conn. 268, 271, 141 A.2d 241. An implied dedication which may arise by operation of law from the acts and conduct of a property owner must be such that his intention is clearly manifest to devote land to the public use; "[n]o presumption of an intent to dedicate arises unless it is clearly shown by the owner's acts and declarations, or by a line of conduct the only reasonable explanation of which is that a dedication was intended." 4 *McQuillan, Municipal Corporations* (2d Ed.) § 1694." *LaChappelle v. Jewett City*, 121 Conn. 381, 386, 185 A. 175. The way was used by the cottagers by virtue of recorded deeds, agreements and documents over the years and repairs were made by them. Acquiescence \*543 of the property owners to its use by some members of the public does not conclusively establish its dedication to the borough for public use. *Loomis v. Connecticut Ry. & Lighting Co.*, 78 Conn. 156, 161, 61 A. 539. "[M]ere permission on the part of the owner to the public to use the land as a way, without more, will not constitute an intention to dedicate, since a temporary right to use a private way is in the nature of a mere license, revocable at pleasure, and does not in any sense establish the requisite intent. Accordingly, mere permissive use of land as a street or the like, where the user is consistent with the assertion of ownership by the alleged dedicator, does not of itself constitute a dedication nor demonstrate a dedicatory intention." 11 *McQuillan, [Municipal Corporations* (3d Ed. Rev. 1964) § 33.32, pp. 710-11.]" *Lynch v. West Hartford*, 167 Conn. 67, 78, 355 A.2d 42. Without a dedication there can, of course, be no acceptance.

The facts found as to the use of the seawallwalkway, and acts and conduct of the landowners with regard to it, are not such as to require an inference as a matter of law of an intention to dedicate it as a public right-of-way. We cannot interfere with the conclusion of the trial court that there was no such dedication.

One additional matter requires brief discussion. The judgment in this case went beyond the judgment that should be rendered in an action to quiet title. The judgment decrees in part that "the plaintiff is the owner in fee of the land described in her complaint, and that the defendants have no rights therein for the use of the seawall and walk across the plaintiff's property as a walkway or public sidewalk by easement or dedication." Since only the

plaintiff \*544 and the defendants were made parties to the issues in controversy, the rights of any other parties cannot be authoritatively determined. We confine our consideration to the rights of the plaintiff and the defendant borough of Woodmont in the property. *Dennen v. Searle*, 149 Conn. 126, 130, 176 A.2d 561; see *Connecticut Light & Power Co. v. Southbury*, 95 Conn. 242, 247, 111 A. 363 (in its capacity as a municipal corporation, a town "does not represent the property rights of its inhabitants, and has no authority to assert them or put them in jeopardy in this action"). The proper judgment adjudicating the rights of the parties to this action should be that the court finds the issues for the plaintiff on the complaint and that "the title to said premises be and the same hereby is quieted and settled in said plaintiff as against the defendants, and none of said defendants has any estate, interest in or encumbrance on said property or any part thereof." Practice Book, 1963, Form 512.

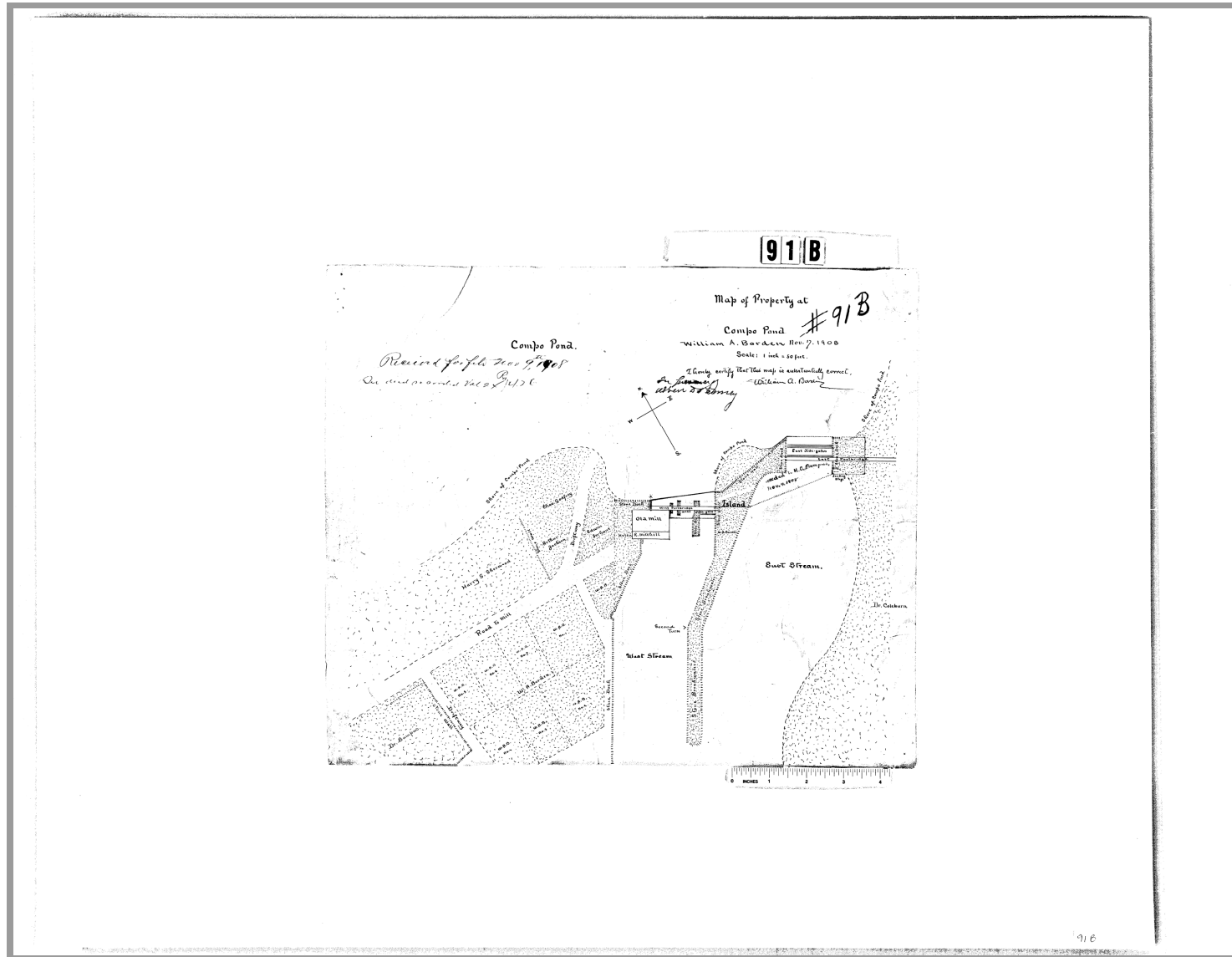
There is error in the form of the judgment, it is set aside and the court is directed to render judgment as on file except as corrected to accord with this opinion.

In this opinion the other judges concurred.

#### NOTES

[1] *Lynch v. West Hartford*, 167 Conn. 67, 73, 355 A.2d 42.

[2] The five questions stated above were the main issues raised in the trial court by the parties, and the defendants in their arguments and brief have limited their appeal to those issues. The case will be discussed and disposed of on that basis. *Maltbie*, Conn. App. Proc. § 42; *Maher v. Town Planning & Zoning Commission*, 154 Conn. 420, 423, 226 A.2d 397; *Staff v. Hawkins*, 135 Conn. 316, 317, 64 A.2d 176.



The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Michelle Perillie E-Mail - Mill Pond Walkway.msg \(LINK\)](#)

**Mihalcz v. Borough of Woodmont, 175 Conn. 535 (1978)**  
400 A.2d 270

175 Conn. 535  
Supreme Court of Connecticut.

Alice C. MIHALCZO  
v.  
BOROUGH OF WOODMONT et al.

Argued May 3, 1978.

Decision Released Aug. 1, 1978.

**Synopsis**

The owner of a shorefront cottage on Long Island Sound brought an action seeking a permanent injunction restraining a borough and other defendants from interfering with use and enjoyment of her property by using a seawall-walkway on the property. The Court of Common Pleas, New Haven County, Bieluch, J., entered judgment for plaintiff, and the defendants appealed. The Supreme Court, Cotter, C. J., held, inter alia, that the evidence supported the trial court's finding that no dedication of the walkway had occurred.

Judgment affirmed as corrected.

**Procedural Posture(s):** On Appeal.

**Attorneys and Law Firms**

**\*\*270 \*536** Gerald T. Weiner, Bridgeport, for appellants (defendants).

Clement J. Kichuk, Bridgeport, for appellee (plaintiff).

Before **\*535** COTTER, C. J., and LOISELLE, BOGDANSKI, LONGO and RUBINOW, JJ.

**Opinion**

COTTER, Chief Justice.

The plaintiff, the owner of a shore-front cottage at Merwin's Point in the borough of Woodmont, city of Milford, brought this action seeking a permanent injunction restraining the defendants from interfering with the use and enjoyment of her property, a determination of the rights in and to her land, and damages. From a judgment in favor of the plaintiff, the defendants have appealed.

The following facts were found by the court: The plaintiff's property, known as **\*\*271** No. 2 Chapel Street, was purchased by warranty deed in 1970, and is bounded southerly

fifty feet by Long Island Sound and westerly by Chapel Street, formerly known as Beach Avenue. These premises were conveyed to her together with and subject to the agreements and rights-of-way contained in a document which involved other cottagers and other parcels of land fronting on Long Island Sound, and which was executed by John W. Merwin and others, dated May 22, 1885, and recorded in the Milford land records. The right-of-way to pass and repass on foot only was granted by Merwin to those cottagers, their heirs and assigns and the heirs and assigns of each of them. Along with the aforesaid documents a map delineating the rights-of-way was recorded, also describing a lot referred to as parcel N, designated "Proposed Road," which is now Dixon Street.

**\*537** A seawall-walkway in general conformity to the beach and shore now exists across the width of the Mihalcz property adjacent to the beach on the south. Although the cement seawall-walkway has been in existence for about fifty years and used by the unorganized public, including some residents of the defendant borough, as a walkway, the plaintiff first became aware of the use of the seawall-walkway by pedestrians when she moved into the cottage in the summer following her purchase of the property in February, 1970. In June, 1971, after consulting her attorney, she attempted, on three occasions, to erect a gate, open only to the cottagers, across the walkway on the westerly border of her property next to Chapel Street. Under the direction of the warden and burgesses of the borough, however, the defendant constable, George Ramadon, was instructed to remove the gate across the sidewalk, which he did on June 21-22, 1971. Thereafter, the plaintiff brought the instant action.

On appeal, we consider only those assignments of error which the defendants have raised in their brief,<sup>1</sup> viz: whether the seawall-walkway was within the plaintiff's property lines; whether she sustained her burden of proof that it "was within her southerly boundary without establishing the mean high-water mark of Long Island Sound"; whether the defendant borough in order to claim an easement must have a deed to a road appurtenant to the land that it claims was dedicated and accepted as a public right-of-way; whether the defendant borough established a prescriptive right-of-way by adverse use under [General Statutes s 47-37](#); and, finally, whether

**\*538** the seawall-walkway was dedicated to the Woodmont Association-Borough by the plaintiff's predecessors in title.<sup>2</sup> The findings that the plaintiff has title to the property which is bounded southerly fifty feet by Long Island Sound are not attacked. The latter description is equivalent to a boundary at the high-water mark since the land between high and low-

**Mihalcz v. Borough of Woodmont, 175 Conn. 535 (1978)**

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water marks remains in the state. [Short Beach Cottage Owners Improvement Assn. v. Stratford, 154 Conn. 194, 200, 224 A.2d 532](#). Thus, Long Island Sound establishes the southern boundary of the plaintiff's property. [Buckley v. Maxson, 120 Conn. 511, 518-19, 181 A. 922](#); [Smith v. Dotolo, 99 Conn. 241, 242, 121 A. 472](#). It has been recognized that a landowner could only have a fee simple title to the area above the Mean high-water mark. [Shorefront Park Improvement Assn., Inc. v. King, 157 Conn. 249, 251, 257, 253 A.2d 29](#). The court properly concluded, and the defendants agree, that the location of the mean high-water mark delineates the plaintiff's southern boundary.

In using the term "high-water mark" the line of "ordinary high-water mark is always intended." \*\*272 [United States v. Pacheco, 69 U.S. \(2 Wall.\) 587, 590, 17 L.Ed. 865](#); [Freeman v. Bellegarde, 108 Cal. 179, 41 P. 289](#). "(B)y the common law, the shore 'is confined to the flux and reflux of the sea at ordinary tides.' \*539 [Blundell v. Cotterall, 5 B. & A. 268, 292](#). It is the land 'between ordinary high and low water mark, the land over which the daily tides ebb and flow. When, therefore, the sea, or a bay, is named as a boundary, the line of ordinary high-water mark is always intended where the common law prevails.' [United States v. Pacheco . . . \(supra\)](#)." [Borax Consolidated Ltd. v. Los Angeles, 296 U.S. 10, 22, 56 S.Ct. 23, 29, 80 L.Ed. 9](#).

The defendants separately by way of special defense allege that the sidewalk in issue was "across the southern portion of the plaintiff's property," and the defendant borough in its cross complaint alleges that the strip of land which it claims is either a public sidewalk or a public right of way which the borough residents obtained by prescription is "across the southerly portion of the plaintiff's property." The quoted portions of the defendants' allegations which admit that their claims specifically relate to pedestrian passage over the southerly boundary of the plaintiff's land are judicial admissions and are conclusive upon the defendants. [Bridgeport v. Stratford, 142 Conn. 634, 646, 116 A.2d 508](#).

The court found that a survey of the shoreline by the state water resources commission for the years 1964 to 1967, inclusive, which was admitted into evidence as a full exhibit by the defendants, showed a constant shifting of the mean high-water mark on shore, and, as a result of this movement, the plaintiff's beach today shows approximately the same conditions that prevailed before the pumping of sand about sixteen years ago. That exhibit and the testimony presented at the time of its introduction support the findings and

conclusion of the court that \*540 although the seawall is periodically touched by high tide, the mean high-water line or the plaintiff's southerly boundary is presently about twenty feet southerly from the plaintiff's seawall-walkway. The court made a visual inspection of the plaintiff's premises and of the physical appearance and structure of the seawall and walk between Chapel and Clinton Streets, in company of counsel for the parties; it observed the tide and sand along the southern boundary of the plaintiff's property.

The court, therefore, was not in error in concluding that the seawall-walkway was within the plaintiff's property line.

The named defendant's claim that it has the same right to use the walkway as any other property owner fronting on the beach who received a grant from Merwin is similarly without merit. It is undisputed that the intervening deeds in the plaintiff's chain of title all carry the restrictions and benefits of the easement agreement of 1885 between the so-called "Cottagers" concerning the correlative right to pass and repass on foot over the right-of-way in question, without expressing at any time any further easement in favor of the public, the borough of Woodmont, or its predecessor, Woodmont Association. The fact that Dixon Street, which was originally shown as a "Proposed Road" on the 1885 map, is now a public street which ends at the seawall-walkway and stairway leading from the seawall to the beach, does not, as the defendant claims, entitle it to "inherit" the easement of way specifically granted for the benefit of the "Cottagers" who were described in and parties to the agreement.

\*541 Nor have the defendants satisfied their burden of proving the acquisition of an easement by prescription. We have held that the unorganized public cannot acquire rights by prescription. Since a deed or devise to the unorganized public by that name would be void for uncertainty, there can be no prescription where there can be no grant. [Turner v. Hebron, 61 Conn. 175, 187, 22 A. 951](#); [4 Tiffany, Real Property \(3d Ed.\) s 1193](#). The burden of proving adverse use was upon the borough of Woodmont; it was thus required to establish that its use of the plaintiff's property was open and visible, continuous and uninterrupted for fifteen years, and under a claim of right. [General Statutes s 47-37](#). As to the last \*\*273 mentioned element alone, the court specifically found that "there was no expression of a claim to a public right-of-way over the plaintiff's property prior to that inferentially made on June 17, 1970." This finding and others must stand since they find reasonable support in the evidence or in reasonable inferences drawn from the facts proven. [Dunn v. Santino, 139 Conn. 352, 355, 93 A.2d 726](#). We cannot say as a matter of law that the court was required to find that the claim

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of an easement by prescription was affirmatively proven. [Loewenberg v. Wallace, 147 Conn. 689, 699, 166 A.2d 150.](#)

The defendant borough further argues that there was an implied dedication to the public by the plaintiff and her predecessors in title of a right-of-way over the seawall-walkway; it claims that the Woodmont public used the walkway with the acquiescence of the property owners for a long period of time and that the borough maintained and repaired the seawall on several occasions without complaint from the property owners.

**\*542** When the original wall of boulders and the present seawall and walkway were erected, or who constructed them, is not known, and no records pertaining to the actual construction of any seawall have been shown. The trial court found, however, that at different times repairs to the seawall and walkway were made by the owners of the respective properties, although from the time of the 1938 hurricane until the commencement of this action in 1971, necessary repairs were demanded of the property owners by the borough or its predecessor. In June, 1970, the borough warden, citing action taken at the meeting of the board of the warden and burgesses, sent a letter to all property owners along the wall in issue demanding that they “make the necessary repairs to the sidewalk in front of their houses” within one week; otherwise, the borough would have the work done at private expense.

Whether a parcel of land has been dedicated to a public use by the owner of the fee and accepted for such use by and in behalf of the public are questions of fact for the trier. [Whippoorwill Crest Co. v. Stratford, 145 Conn. 268, 271, 141 A.2d 241.](#) An implied dedication which may arise by operation of law from the acts and conduct of a property owner must be such that his intention is clearly manifest to devote land to the public use; “(n)o presumption of an intent to dedicate arises unless it is clearly shown by the owner’s acts and declarations, or by a line of conduct the only reasonable explanation of which is that a dedication was intended.” 4 McQuillan, *Municipal Corporations* (2d Ed.) s 1694.” [LaChappelle v. Jewett City, 121 Conn. 381, 386, 185 A. 175, 177.](#) The way was used by the cottagers by virtue of recorded deeds, agreements and documents over the years and repairs were made by them. Acquiescence **\*543** of the property owners to its use by some members of the public does not conclusively establish its dedication to the borough for public use. [Loomis v. Connecticut Ry. & Lighting Co., 78 Conn. 156, 161, 61 A. 539.](#) “(M)ere permission on the part of the owner to the public to use the land as a way,

without more, will not constitute an intention to dedicate, since a temporary right to use a private way is in the nature of a mere license, revocable at pleasure, and does not in any sense establish the requisite intent. Accordingly, mere permissive use of land as a street or the like, where the user is consistent with the assertion of ownership by the alleged dedicator, does not of itself constitute a dedication nor demonstrate a dedicatory intention.’ 11 McQuillan, (*Municipal Corporations* (3d Ed.Rev.1964) s 33.32, pp. 710-11.)” [Lynch v. West Hartford, 167 Conn. 67, 78, 355 A.2d 42, 48.](#) Without a dedication there can, of course, be no acceptance.

The facts found as to the use of the seawall-walkway, and acts and conduct of the landowners with regard to it, are not such as to require an inference as a matter of law of an intention to dedicate it as a public right-of-way. We cannot interfere with the conclusion of the trial court that there was no such dedication.

**\*\*274** One additional matter requires brief discussion. The judgment in this case went beyond the judgment that should be rendered in an action to quiet title. The judgment decrees in part that “the plaintiff is the owner in fee of the land described in her complaint, and that the defendants have no rights therein for the use of the seawall and walk across the plaintiff’s property as a walkway or public sidewalk by easement or dedication.” Since only the plaintiff **\*544** and the defendants were made parties to the issues in controversy, the rights of any other parties cannot be authoritatively determined. We confine our consideration to the rights of the plaintiff and the defendant borough of Woodmont in the property. [Dennen v. Searle, 149 Conn. 126, 130, 176 A.2d 561;](#) see [Connecticut Light & Power Co. v. Southbury, 95 Conn. 242, 247, 111 A. 363, 364](#) (in its capacity as a municipal corporation, a town “does not represent the property rights of its inhabitants, and has no authority to assert them or put them in jeopardy in this action”). The proper judgment adjudicating the rights of the parties to this action should be that the court finds the issues for the plaintiff on the complaint and that “the title to said premises be and the same hereby is quieted and settled in said plaintiff as against the defendants, and none of said defendants has any estate, interest in or encumbrance on said property or any part thereof.” Practice Book, 1963, Form 512.

There is error in the form of the judgment, it is set aside and the court is directed to render judgment as on file except as corrected to accord with this opinion.

Mihalczo v. Borough of Woodmont, 175 Conn. 535 (1978)  
400 A.2d 270

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In this opinion the other judges concurred.

**All Citations**

175 Conn. 535, 400 A.2d 270

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**Footnotes**

- 1 [Lynch v. West Hartford, 167 Conn. 67, 73, 355 A.2d 42.](#)
- 2 The five questions stated above were the main issues raised in the trial court by the parties, and the defendants in their arguments and brief have limited their appeal to those issues. The case will be discussed and disposed of on that basis. Maltbie, Conn.App.Proc. s 42; [Maher v. Town Planning & Zoning Commission, 154 Conn. 420, 423, 226 A.2d 397](#); [Staff v. Hawkins, 135 Conn. 316, 317, 64 A.2d 176.](#)

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The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Old Mill Rd Tidegates NEARMAPS 2024-03-22.jpg \(LINK\)](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Old Mill Rd Tidegates NEARMAPS 2024-10-06 01.jpg \(LINK\)](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Old Mill Rd Tidegates NEARMAPS 2024-10-06 02.jpg \(LINK\)](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Old Mill Tide Gates 1934 Aerial.jpg \(LINK\)](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Old Mill Tide Gates 1974 Aerial Infrared Photo.jpg \(LINK\)](#)

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RTM Meeting  
June 26, 1990

TOWN MEETING NOTICE

All Representative Town Meeting Members and inhabitants of the Town of Westport are hereby notified that a meeting of the Town Meeting Members will be held at Town Hall, 110 Myrtle Avenue, on Tuesday, June 26, 1990 at 8:00 P.M. for the following purposes:

1A. To take such action as the meeting may determine upon the recommendation of the Board of Finance to approve an appropriation of \$300,000 from the Capital and Non-recurring Expenditure Fund (Stream Improvements Allocation) for the Sherwood Mill Pond Project, and an appropriation of \$1,268,200 to the Municipal Improvement Fund for the project with bond and note authorization in the amount of \$1,268,200, and that the total appropriation of \$1,568,200 be subject to:

- 1) Assurance of commitment for payment of the State Grant of \$250,000 upon completion of the project; and
- 2) Assurance of commitment for voluntary payment of \$250,000 from the benefited property owners in the Sherwood Mill Pond area over a nineteen (19) year period with appropriate liens to be placed on each property for payment of their proportionate shares.

1B. Subject to the approval of Part 1A, to take such action as the meeting may determine to rescind an appropriation and bonding and note authorization of \$1,600,000 approved by the RTM at its June 21, 1988 meeting for the Sherwood Mill Pond Project.

2. To take such action as the meeting may determine upon the recommendation of the Board of Finance to approve an appropriation of \$300,000 to the 1989-90 Board of Education Budget to cover anticipated deficits in medical insurance costs, bus contracts and an early retirement incentive program.

3. To take such action as the meeting may determine upon the recommendation of the Board of Finance to approve an appropriation of \$87,000 to the 1989-90 Board of Education Budget, Account 0550-50851 (Westport Education) to cover anticipated shortfalls.

4. To take such action as the meeting may determine pursuant to the Connecticut Neighborhood Assistance Act, P.A. No. 86-269, to approve the Town of Westport's proposed criteria and list of agencies more fully defined in Section 2 of said Act to enable said agencies to encourage investments from private industry for community counselling and advice, emergency assistance, medical care, crime prevention programs, scholastic instruction and assistance, job training and other enumerated purposes in the Act by qualifying participating corporations for tax credits on their investments as set forth in the Act.

5. To adopt a sense of the meeting resolution of the Representative Town Meeting that the United States Department of Defense and the Town of Westport should make every effort to ensure that the forthcoming new use of Wassell Lane be housing for low-to-middle income families, by sale or rent or both. To effect this use, title to the property should be transferred to the Town of Westport or to its housing authority.

*Anthony J. Lowe (du)*  
Anthony J. Lowe, Moderator

This is to certify that I mailed a copy of the above Notice properly addressed, postage prepaid, to each Representative Town Meeting Member on Monday, June 18, 1990 and that I caused a copy of said Notice to be published in the Westport News in its edition of Friday, June 15, 1990.

*Joan M. Hyde*  
Joan M. Hyde, Town Clerk

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RTM MINUTES  
June 26, 1990

The June 26 meeting of the RTM was called to order at 8:00 P.M. by Moderator Anthony Lowe in Town Hall Auditorium. Present at the start were 25 members of the RTM, eventually 30 members attended.

The invocation was given by the Rev. Dr. John Brown, Methodist minister and family counselor in Westport.

The minutes of June 5 were approved with the following corrections. From Mr. Warren, page 18, 6th paragraph, delete paragraph and insert "Mr. Warren said in discussions of the Pumpkin Hill/Colony Road Sewer request for funds by the RTM Finance Committee, the manner in which the funding for the project was determined at the Selectmen's meeting raised questions and concerns regarding the appropriateness of using funds from the General Fund." From Mrs. Donenfeld, page 3, 9th paragraph, 5th line, change "\$150,000" to "\$160,000".

The Moderator announced that barring any unseen emergency, the next meeting of the RTM would be on September 4. Also the Rules Committee would meet tomorrow night at 8:00 P.M. in the Green Room of Town Hall.

Mrs. Price advised the members that next Saturday would mark the 25th anniversary of June Day which was that special day each year when Westport invited members of the United Nations delegations and their families to spend the day with Westporters. She wanted to personally invite all the RTM members to come out and enjoy the festivities. She said 450 U. N. people were expected and the schedule of events was available tonight.

Mrs. Donenfeld told the members that Mr. Donenfeld had returned home from the hospital and wanted them to know how much he appreciated their kindnesses during his illness.

Mrs. Holson reminded the members that the Environment Committee had told of their plan to institute a sewer study. They were now prepared to proceed and had chosen September 12 and 13 as the date with the time somewhere between 7:00 and 11:00 P.M. Mrs. Holson said she would be in touch with the interested committees.

The secretary read Item 1A and 1B of the Call. The Resolution was read by Mr. Dunham and it was seconded.

ACTION:  
APPROVED  
UNANIMOUS

**RESOLVED:** (1A) That upon the recommendation of the Board of Finance, the sum of \$300,000 is hereby appropriated from the Capital and Non-recurring Expenditure Fund (Stream Improvements Allocation), and an appropriation of \$1,268,200 to the Municipal Improvement Fund (with bond and note authorization in the amount of \$1,268,200) for the restoration in Sherwood Mill Pond Project subject to:

5/26/90  
\$1A-Sherwood  
Mill Pond  
Appropriation

(1) an assurance of commitment from the State of Connecticut of \$250,000 payable upon completion of said project and;

(2) an assurance of commitment from the benefited property owners of the Sherwood Mill Pond area of \$250,000 to be paid to the Town of Westport over a nineteen (19) year period, which commitment will be secured by a lien placed on the land record of the property of each property owner reflecting his/her percentage of the committed \$250,000.

ACTION:  
APPROVED  
UNANIMOUS

**RESOLVED:** (1B) That upon and subject to approval by the Representative Town Meeting members of Resolution 1A hereof, that such action previously taken by the RTM at its meeting of June 21, 1988, to appropriate the sum of \$1,600,000 for the restoration of the Sherwood Mill Pond be revoked.

\$1B-Sherwood  
Mill Pond  
Bonding

Upon recommendation of the Board of Finance, for the purposes of financing the foregoing appropriation, the Town of Westport shall borrow a sum not exceeding \$1,268,200 and issue as evidence of such indebtedness bonds under its corporate name and seal in an amount not to exceed such sum, which bonds shall be payable both as to principal and interest out of the General Fund of the Town.

The first Selectman, Selectmen and Controller are hereby appointed a committee with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including their issuance in taxable or tax exempt form, and including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The committee shall have all appropriate powers under Chapter 748 of the General Statutes (Registered Public Organization's Act) to issue the bonds and further, shall have full power and authority

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to do all that is required under the Internal Revenue Code of 1986, as amended, (the "Code") to provide for the issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bond holders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal Income taxation, pending Federal regulation, (the Internal Revenue Code of 1986 as amended) or under subsequent Federal regulation, to provide for issuance of the bonds in tax exempt form and to meet other requirements which may become necessary subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to requirements pertaining to interest.

The said committee is further authorized to make temporary borrowings and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements, and limitations as provided by statute. Notes evidencing such borrowings shall be designated "Town of Westport Bond Anticipation Notes", be signed by the First Selectman and Controller, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town notes. Said committee shall determine the date, maturity, interest rates, form and manner of sale, and other details of said note or notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of the bonds and especially with respect to compliance with the requirements of the Code in order to obtain and maintain in tax exempt form.

Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be

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required under the provisions of the Code. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation made by the appropriation resolution enacted concurrently herewith.

The said committee is hereby authorized to apply to the State of Connecticut (and to the United States), if applicable, for a grant or grants in aid in furtherance of financing the appropriation made herein, and to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes (C.G.S.) and the laws of the United States.

First Selectman Douglas Wood recounted how the Director of Public Works, Gerard Smith had told him that the first day he had come to work for the Town, then First Selectman Jacqueline Heneage had given him the assignment of restoring the Mill Pond. Mr. Smith had never thought he would see this happen but with approval of this Resolution tonight, he would. Mr. Wood said most of the presentation would be given by the Deputy Director of Public Works, Stephen Edwards and the project designer Stanley White. The issues had been discussed at length in the past. Mr. Wood said permits for the timber flap gates had been received. The planned walkway would guarantee public access. A fishing platform would also be provided. As to funding, Mr. Wood said questions had been asked as to the \$250,000 State grant and he wanted the members to know that on June 13th he had received official authority that as soon as approval was given by the RTM, the money would be waiting. The other \$250,000 from the residents was no problem at all and everything would be in place by July 15. The impact on Old Mill Beach would present the same ecological problem with no significant effect. Mr. Wood said the schedule that had been formulated in January had been very ambitious. He said they would be going back to Planning and Zoning for final approval of the walkway only. Since the Waterways Protection ordinance was also involved, RTM approval would be sought in September on this. He said most of the key questions had been answered. No one was more anxious, he said, to see this project completed than Steve Edwards and he would now speak to the members.

Mr. Edwards said this had been a long road. Tonight they were seeking the appropriation to complete the work designed by the Trumbull consultants. Three years ago, the bids received for this project had been much higher than had been anticipated. Then local consultants had

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been engaged who had done an engineering analysis and came in with suggestions for redesigning the tide gates, paring everything down. The schedule that had been set last January had been based on these suggestions. Tonight was one step in the approval process. This request tonight was for approval of money for the three faceted program of replacement of the tide gates, dredging and the walkway access. Mr. Edwards hoped the members would approve and allow the project to move ahead.

Mr. Stanley White, using graphics, pointed to the public access and the location of the tide gates. He said a low wall would be installed on the west side and there would be tide gates on the Long Island Sound side and on the Mill Pond side. The gate on the pond would be motor controlled so that when the tide came in, it would be forced closed trapping sediment on the outside. As the water was allowed to rush out, the gates would be forced open and sediments carried out. These gates would be made out of hard wood with natural oils requiring no special treatment. In all, Mr. White said, there would be six gates topped by a concrete path. They planned for 3,000 yards of dredging primarily close to the tide gates. This material would eventually be brought to Longshore, he concluded.

For the Finance Committee, Mr. Boyer referred the members to previous reports concerning financing of this project. He said the total cost was now estimated to be \$1,568,200. We have had experience, he said, in the past with final costs exceeding engineering projections. Nevertheless, this was the figure to be dealt with. He said it should be noted that the debt service on this project would be \$97,150 per year for 19 years for a total annualized cost to the Town of \$83,992.11. The breakdown of the shared costs was 19.3% from Westport CNRF, 15.94% State grant, 7.51% residents contribution and 57.42% Westport bonded debt. As of June, Mr. Boyer continued, the stream improvement portion of the Capital and Non-Recurring Fund stood at \$942,000. An additional inflow of \$300,000 for fiscal 1990-91 was in the recently approved budget, bringing the estimated balance (at the time of the expenditure) to approximately \$1.242 million. Mr. Boyer said that despite reservations regarding the high cost of this project and the relatively small number of citizens receiving direct benefit, the Finance Committee believed that the time to act on this project had come. In spite of misgivings about the absolute certainty of success, they believed it was time to take action and get on with the Pond's restoration without further delay. The Finance Committee recommended approval of this appropriation.

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Mrs. Holson spoke for the Environment Committee and referred the members' attention to their previous report done in January which had been distributed with current material. She said everyone was aware of the environmental problems with the Pond and this committee believed the proposed project would correct these problems. Mrs. Holson reported that the Environment Committee believed the time to move ahead had come and they recommended approval.

For the Public Works Committee, Mr. Dunham said he was speaking for the majority of the committee and pointed out that in 1988 the RTM had appropriated \$1,600,000 for the Mill Pond restoration, which amount would now be rescinded in favor of this new appropriation. The single bid that had been received at that time had been far over estimate. The project had now been redesigned. Mr. Dunham said the original DEP permit would expire in June 1991 and therefore, immediate construction was essential to avoid the delay and uncertainty involved in seeking a new permit. In addition, the State grant was available only if the project was completed by the June 1991 deadline. The majority of the Public Works Committee recommended approval in spite of several concerns. These included the fact that Ocean and Coastal Consultants, engineers for the present project, and Fairfield Dock, contractor and prospective bidder, had the same parent. Some question of conflict of interest could conceivably arise. Also, the saving of \$424,000 over the original design using steel gates was questioned since the Town had not sought parallel bids on the original design modified by cost saving methodology in order to compare with the new design. Mr. Dunham said steel sluice gates might be as inexpensive as, and more maintenance free and longer lasting than the double wooden flapper gates now proposed, but this would never be known because truly comparative bids had not been sought. Some committee members were concerned that \$300,000 was to be taken from the Stream Improvements Allocation depleting that fund severely. Mr. Dunham noted that Mr. Carnese did not join in the majority recommendation believing that the project should be deferred until a less expensive procedure could be developed.

The Moderator then invited any interested members of the public to speak cautioning them not to repeat points already made and to keep their remarks brief and to the point.

Mr. Ferguson of the Mill Pond Committee said he was confident the money pledged would be raised. He pointed out that a few years ago when the new assessments had been done, the residents of the Mill Pond had been

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assessed for \$107,000 and with the new mill rate, this amount was now \$133,000. He said if the yearly pledge of \$13,000 was added to that, a total of \$146,000 would be applied to the annual debt service.

Mr. Melvin Barr said he represented 19 residents which included 16 property owners residing on Compo Cove who had concerns. These people were strongly in favor of actively soliciting the State grant and contributing good neighbor pledges. He said they had devoted much time to this cause. Mr. Barr told the members that these residents were opposed to the portion of the plan calling for the 140 foot walkway which was a new item. He said it was unusual and inappropriate to suddenly add this provision to the project when it had not received the necessary approvals. In fact, three-quarters of the permits were yet to be obtained. There had been no public meeting to discuss the access or design of the walkway. Mr. Barr continued saying this obviously was an unsafe location using a single car access serving fourteen garages. There was an acute shortage of parking spaces at Old Mill Beach now. These neighbors did support public access in general but they suggested locating the access on Town owned property on Hillspoint Road. This area could accommodate ten additional parking spaces. They believed this would be a safer route. The Town employees responsible for maintaining the gates already had access. Mr. Barr said he would suggest that other options be explored. First, the appropriation could be reduced by the amount of money, \$77,700, for the construction of the walkway pending further review and approvals. Or appropriate the full amount and set aside the \$77,700 requesting the Conservation Commissioner to conduct a study and obtain public input and recommend an alternate site with the First Selectman recommending the final site. Mr. Barr said neither of these suggestions was designed to prevent this project from moving forward but only to buy time for public review of this one component. Mr. Barr said he hoped the members would provide the opportunity for a more thorough review of this important subject of public access.

Mr. Don Storey said Mr. Barr was saying yes, spend money on the beach but don't let the public use it. Yes there could be access from Hillspoint Road but there was no parking. He said the Compo Cove people just did not want people on the beaches. This was the most absurd idea he had ever heard.

Mr. Ferguson added that the original Mill Pond Committee had suggested the Hillspoint Road site be developed for public access and still believe it should. However, they believe two sites were better than one. There

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would be no fishing on the Hillspoint Road side. Mr. Ferguson said the committee would like to see as many access sites as possible. He added the majority of the residents of Compo Cove were in favor of the design presented tonight.

The First Selectman said that public access had been a concern of the RTM for a number of years. This walkway plan overcame one of the greatest obstacles the project had faced. This area of the project had also concerned the Board of Finance. Mr. Wood said those few who had come forward tonight after this matter had been discussed for over a year must know that if you prevail tonight or at one of the other Boards or Commissions where approvals must be obtained, you would have not only defeated the walkway but defeated the restoration of the Mill Pond. Mr. Wood said the clock was ticking and time was running out.

Mrs. Holson said public access was a very important issue with the RTM. Since public access had been included from the beginning, why had this group waited until tonight to complain.

Mr. Barr said this plan had only been proposed on May 31 with the first public meeting on June 6. He said this particular proposed walkway had only been before the public for twenty days. He said it was not the eleventh hour, this had been the only opportunity.

Mr. Lowe pointed out that all parts of the project had been in the public sector with many open meetings held by all the concerned Boards and Committees.

Mr. Jensen alluded to the part of the plan that would prevent the Pond from filling up with silt and he said he would like to hear the cost for maintenance.

Mr. Edwards answered the sedimentation trap was an integral part of the project and it did require an additional permit. He said it was something they were actively pursuing but the money to cover this was included in the costs given. If they did not receive the permit, at the end of the project phase there would be money left over to cover the expense. The maintenance required would be routine probably twice a year handled in house and taking about a day.

Mr. Jensen asked if this trap would insure swimming in the Pond to which Mr. Edwards answered, he hoped not. It would be posted.

Mrs. Christophersen, referring to the Compo Cove residents who had raised objections, asked if they also

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objected to the people who were paying the balance of the costs having access?

Mr. Barr said they were only objecting to that particular access proposal.

Mrs. Christophersen stated that if this group continued to argue for this change, she would vote against the entire project.

Mr. Call said he had not heard that a legal decision had been made concerning whether the access bordering Mrs. Van Tobel's property was public or private.

Mr. Wood responded that both the previous and present Town Attorneys agreed that this was private property. However the Town had an agreement with Mrs. Van Tobel for access by Town officials.

Mr. Dunham questioned what the result would be if this access was used by a private individual.

Mr. Wood said he could not give a specific answer. The Town did have this agreement but if used by the public, the owner would have the right to sue and he could not predict the outcome. The easement specifically calls for access by Town employees, he said.

Mr. McGorry asked if access from Hillspoint Road had been excluded from the plans.

Mr. Wood responded absolutely not and permits had been applied for.

Mr. Edwards added that they were investigating right now for site enhancement which had been on the drawing board for years. Their objective was to improve access to the Pond any way they could. The problem, he continued, was that the major use of the Pond was for fishing and that area would not lend itself to that purpose. In fact, if the suggested right of way was lost, the fishing opportunity would be lost as well, he concluded.

Ms. O'Sullivan commended Mr. Wood for bringing this before the RTM tonight and for the inclusion of the public right of way. She had been advised by residents of her district that they would not support the project if it did not include public access. Ms. O'Sullivan announced that she planned to vote in favor.

Mrs. Holson wanted to know if having to go to the P. & Z. and the Conservation Commission for permits would change the proposed schedule.

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Mr. Wood answered that hearing dates of July 9, 12 and 24th were set and the project would proceed on the assumption of approvals. He said these groups felt as strongly as we did about public access and he felt very confident.

Mrs. Cummings moved to call the question. The motion was seconded and approved by a show of hands 28 - 2.

By roll call vote, the appropriation was approved unanimously.

By a show of hands, Resolution 1B was approved unanimously.

The secretary read Item 2 of the Call. The Resolution was read by Mr. Aasen. It was seconded.

ACTION:  
APPROVED  
UNANIMOUS

**RESOLVED:** That upon the recommendation of the Board of Finance the sum of \$300,000 to the 1989-90 Board of Education Budget is hereby appropriated to cover anticipated deficits in medical insurance costs, bus contracts and an early retirement incentive program.

#2-Board of  
Education  
Appropriation

Chairman of the Board of Education George Demakis told the members he was present to request the restoration of \$300,000. He said they had made very effort over the years to reduce deficits and he was sorry to have to come at this late date. The Board of Finance had requested the Board of Education delay this request and to do what they could to reduce their budget. He said their final request to that body only occurred earlier this month. They had been facing a large deficit all year. The overall deficit had grown to \$833,000 and against this, they had made savings of \$316,000 by close monitoring of expenses. The Board of Finance had agreed to transfer these savings to use against the deficit which covered almost 54% of the overall deficit. Mr. Demakis said he believed they had acted diligently in attacking this question.

For the Finance Committee, Mr. Boyer said he would speak to both Item 2 and Item 3 saying that earlier this fiscal year, the Board of Education had announced an anticipated budget overrun of approximately \$833,000 because of early retirement expenses, bus contract, medical insurance and a reserve for further medical increases. Cost reductions were instituted which covered \$209,000 of this amount but the Board of Finance denied additional funding of \$624,000. Mr. Boyer said subsequently the Board of Education took several additional actions to further reduce expenses by \$67,000. They then appeared before the Board of Finance to request the transfer of funds from several surplus accounts totalling \$170,000 and additional funding of

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R.T.N.: Item 1A - 6/26/90

		YES	NO	ABSTENTIONS
	JOSEPH ARCU DI	X		
	LORNA CHRISTOPHERSEN	X		
	BETTY LOU CUMMINGS	X		
DIST. #1	JORGEN JENSEN	X		
	JOSEPH VALIANTE	X		
	TRACY BOYER			
DIST. #2	EUGENE CEDERBAUM	X		
	WALTER HARRIS			
	BARBARA LIPPARD			
	CATHERINE GOLDSCHMIDT			
DIST. #3	ALBERT JOHNSON	X		
	MARY MIX	X		
	CHRISTINE O'SULLIVAN	X		
	JANET CANNING	X		
	CHRISTOPHER DUNHAM	X		
DIST. #4	NANCY HOLSON	X		
	JONATHAN WALKER	X		
	DAVID WOOD	X		
	LAWRENCE AASEN	X		
DIST. #5	NATHANIEL GIBBONS			
	WANDA KOKOSZKA	X		
	JOSEPH WARREN	X		
	JAMES CALL	X		
	CHARLOTTE PRICE	X		
DIST. #6	WILLIAM RAINES	X		
	JOHN SACHS	X		
	SUZANNE SCHNOG	X		
	DANIEL CARNESE			
DIST. #7	ANTHONY LOWE	X		
	WILLIAM MCGORRY	X		
	BARBARA MEYERS	X		
	CAROLE DONENFELD	X		
DIST. #8	IRWIN DONENFELD	X		
	SIDNEY FILDERMAN			
	JAMES MYER	X		
	RITA SECLOW	X		
	TOTALS	X		
		30	0	0

**Property Lookup**

Search:       Mblu

Enter a Mblu

Results										
Address	Owner	Acct#	Map	Map Cut	Block	Block Cut	Lot	Unit	Unit Cut	PID
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4446)	TEO BEACH SHACK LLC	8524	E04				067	1		4446
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4843)	48 MILL COVE LLC	8926	E04				067	2		4843
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=8469)	SUMMER & SPRING LLC	12602	E04				067	3		8469
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1503)	LONERGAN LANCE F & ANNE L	5529	E04				067	4		1503
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=3459)	COVE DOG LLC	7515	E04				067	5		3459
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1510)	MULLER PETER	5536	E04				067	6		1510
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4795)	COVE DOG LLC	8878	E04				067	7		4795
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=7185)	52 COMPO MILL COVE LLC	11304	E04				067	8		7185
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=9090)	COVE DOG LLC	13227	E04				067	9		9090
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=5720)	TSAI ANDREW K & PURVA PATEL-	9818	E04				067	10		5720
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=837)	FRIEDLAND MICHAEL & LAURI LEVITT	4854	E04				067	11		837
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=2726)	MALPESO PASQUALE J JR	6769	E04				067	12		2726
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1511)	COVE DOG LLC	5537	E04				067	13		1511
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=6817)	WAUTHIER ROLAND A	10931	E04				067	14		6817

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VISION APPRAISAL LISTED OWNERS FOR "COMPO COVE GARAGE" (12/17/2024) (KSw)

Map	Block	Unit	Owner	Address	
E04/	067/000	/ 1	TEO BEACH SHACK LLC	10 GLENVILLE ST #212	GREENWICH, CT 06831
E04/	067/000	/ 2	48 MILL COVE LLC	223 HILLSPOINT RD	WESTPORT, CT 06880
E04/	067/000	/ 3	SUMMER & SPRING LLC	46 COMPO MILL COVE	WESTPORT, CT 06880
E04/	067/000	/ 4	LONERGAN LANCE F & ANNE L	42 COMPO MILL COVE	WESTPORT, CT 06880
E04/	067/000	/ 5	COVE DOG LLC	54 DANBURY ROAD C/O CMG #185	RIDGEFIELD, CT 06877
E04/	067/000	/ 6	MULLER PETER	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	067/000	/ 7	COVE DOG LLC	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	067/000	/ 8	52 COMPO MILL COVE LLC	161 CHERRY STREET	NEW CANAAN, CT 06840
E04/	067/000	/ 9	COVE DOG LLC	54 DANBURY RD C/O CMG #185	RIDGEFIELD, CT 06877
E04/	067/000	/ 10	TSAI ANDREW K & PURVA PATEL-	66 COMPO MILL COVE	WESTPORT, CT 06880
E04/	067/000	/ 11	FRIEDLAND MICHAEL & LAURI LEVITT	54 COMPO MILL COVE	WESTPORT, CT 06880
E04/	067/000	/ 12	MALPESO PASQUALE J JR	2 FIFTH AVE	NEW YORK, NY 10065
E04/	067/000	/ 13	COVE DOG LLC	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	067/000	/ 14	WAUTHIER ROLAND A	56 COMPO MILL COVE	WESTPORT, CT 06880

Westport, Connecticut, Town Clerk's Office | Jeffrey Dunkerton,  
 Town Clerk, (203) 341-1110 *References to 2A/132 on Town Clerk's website*  
 Keith S Wilberg

Search Results 1 to 50 of 50 For ALL: borden, william

Searched on 12/18/2024 8:13:40 AM ET

Filters: *KSW*

*2A/132*

Selected Rows Printed

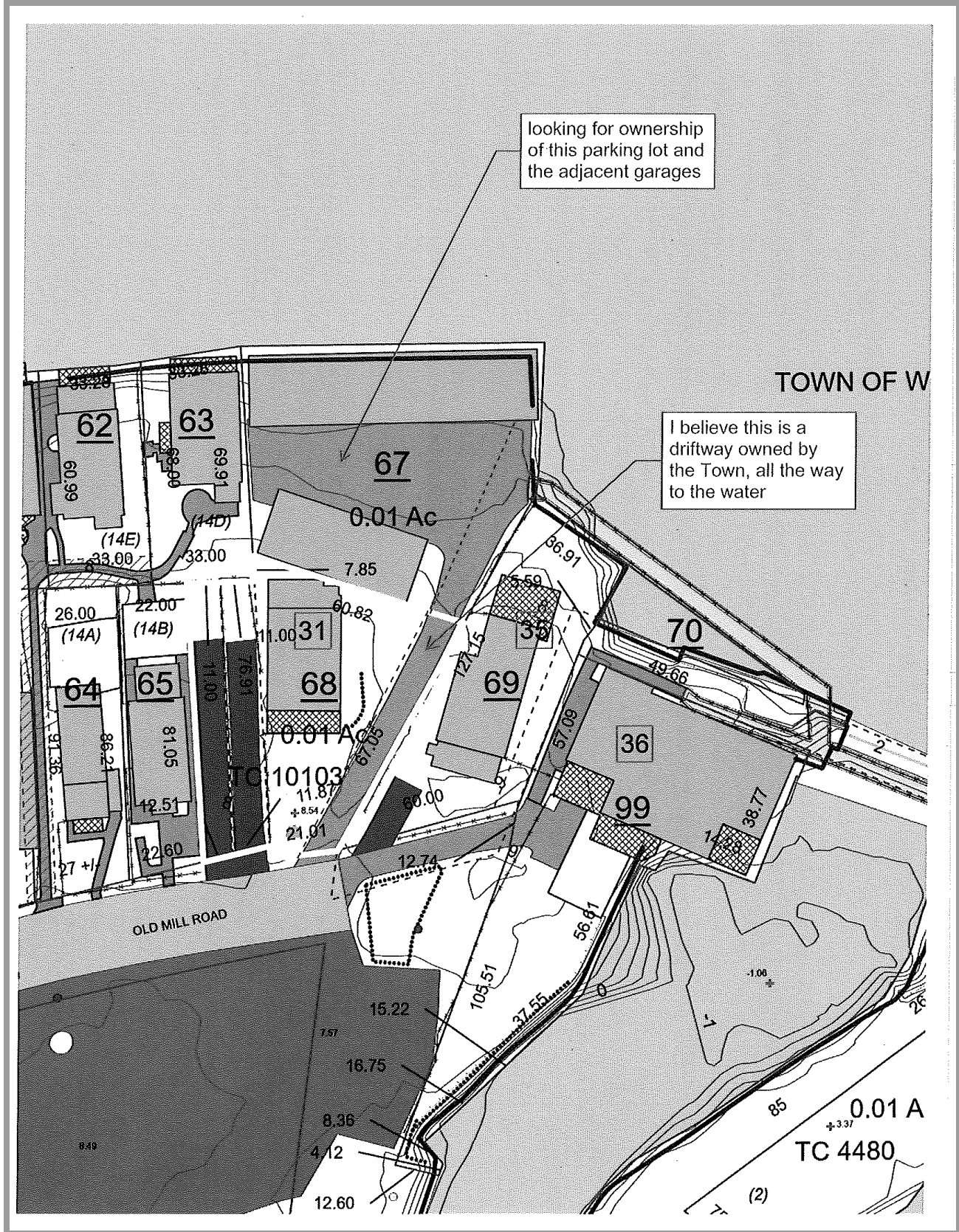
#	View	Scan Pages	Date	Type	Party One	Party Two	Description	File#	Book/Page
17			08/05/1902	LAN	BORDEN, WILLIAM A	COLEBURN, HENRY F	[Q.C.] [Q.C.]		24 / 132

**Related Documents:**

- 1 Index Type: LAN Kind Of Inst: WAR DEED Book: 4050 Page: 111 File #: 2629 Date Filed: 09/28/2020 Scan Pages: 2
- 2 Index Type: LAN Kind Of Inst: WAR DEED Book: 4053 Page: 219 File #: 2846 Date Filed: 10/09/2020 Scan Pages: 3
- 3 Index Type: LAN Kind Of Inst: WAR DEED Book: 4140 Page: 94 File #: 9243 Date Filed: 06/17/2021 Scan Pages: 4
- 4 Index Type: LAN Kind Of Inst: WAR DEED Book: 4229 Page: 301 File #: 5936 Date Filed: 03/29/2022 Scan Pages: 4
- 5 Index Type: LAN Kind Of Inst: WAR DEED Book: 4269 Page: 302 File #: 995 Date Filed: 09/07/2022 Scan Pages: 3

- ① 58 Compo mill Cove WLR 8653
- ② 56 " " " " 8653, 10336, 6A28, 3720, 10338
- ③ 60 " " " " 343, 10011, 3720, 7070
- ④ 82 " " " " 551, 3720, 7070, ROW
- ⑤ 76 " " " " 7766, 3720, 7070, ROW





Street: SHERWOOD MILL POND (N) E/S/W Search By: KSW  
 Project: OLD MILL RD 31, 35, 29, Garage, DRIFTWAY Date: 12/17/2024  
 Sheet: 1 OF 3

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: 31	HANFORD, CLARK (PARTIAL)	345/66	07/11/2013	CORRECTIVE DEED - W ✓
Map/Lot: E04/068	HANFORD, CLARK (SEE BELOW)	1345/5	10/03/1994	W ✓
Area (Acres):	HANFORD, CLARK (PARTIAL)	3394/116	01/31/2013	W ✓ ←
WLR Maps: 10103 2414	MEYER, RANDOLPH W.	1331/345	07/15/1994	W ✓
	HATFIELD, MAURICE C.; DEAN M.; KEVIN C.; & MARK A. (4 TOTAL)	936/192	02/29/1988	CEPT. DEVISE ✓
House No.:	HATFIELD, MARGARET L. EST.	707/331	11/14/1984	QC (vs)
Map/Lot:	HATFIELD, MARGARET KOLINSKY, GERALD TR	565/178	05/14/1981	QC (vs)
Area (Acres):	HATFIELD, MAURICE C.	341/156	04/18/1973	W (vs)
WLR Maps:	RICHAU, ANITA	199/271	02/27/1963	W (vs)
	MORRIS, AUDREY C. DAVIDOFF, JERRY.	185/103	06/08/1961	W (vs)
House No.:	BRANNIGAN, ROBERT T. BRANNIGAN, ANN	138/225	05/25/1956	W (vs)
Map/Lot:	BELLAIRE, LORETTA	105/501	03/04/1952	PROB. CERT ✓
Area (Acres):	SHERWOOD, HARRY F. EST			
WLR Maps:	(3 parcels) (we are FIRST TRACT)			
	HANFORD, CLARK (SEE ABOVE)	1345/5	10/03/1994	W ✓
House No.:	KRIM, MURRAY KRIM, ALAINE			W
Map/Lot:	WITTENSTEIN, ARTHUR " AILEEN C.	248/34	05/15/1967	W ✓
Area (Acres):	WITTENBERGER, FRED	147/457	05/20/1957	W (vs)
		109/100	04/29/1953	W (vs)
WLR Maps: 913	MISTICO, LOUIS T.	92/460	01/06/1950	W ✓
	FLEMING, EDNA V.	85/513	07/08/1947	W (vs)
	FLEMING, THELMA + EDNA V.	84/420	05/03/1947	W (vs)
House No.:	KNAUTH, VICTOR W. JACKSON, HARRY & WEBB, EDWARD	78/331	07/26/1944	W ✓
Map/Lot:	JACKSON, HARRY JACKSON, HARRY	67/158	05/28/1936	AFF (vs)
Area (Acres):	JACKSON, HARRY & WEBB BROS.	62/472	05/14/1936	QC (vs)
		62/471	05/14/1936	QC (vs)
WLR Maps:	BORDEN, WILLIAM A.	25/360	08/22/1906	W ✓
	SEE BACK			

67/158 AFF 05/28/1936

3 parties: Harry Jackson  $\frac{1}{3}$   
Arthur Webb  $\frac{1}{3}$   
Edward Webb  $\frac{1}{3}$

NOT David Webb, NOT Charles Webb

---

62/472 QC 05/14/1936

David Webb, Charles Webb → Harry Jackson

---

62/471 QC 05/14/1936

Arthur Webb → Harry Jackson

Book: 3451 Page: 66 File Number: 622 Page: 1 of 2



Doc ID: 002836550002 Type: LAN  
Book 3451 Page 66 - 67  
File# 622

AFTER RECORDING, PLEASE RETURN TO:  
Atty Hale C. Sargent, Esq.  
830 Post Road E., Suite 214  
Westport, CT 06880

**ORIGINAL VOL. 3451 PAGE 116**  
**CORRECTIVE STATUTORY WARRANTY DEED**

**Randolph W. Meyer** of 29 Old Mill Road, Westport, Connecticut, for consideration paid, grants to **Clark Hanford** of 31 Old Mill Road, Westport, Connecticut, with WARRANTY COVENANTS, all that certain real property situated in the Town of Westport, County of Fairfield and State of Connecticut, more particularly described in *Schedule A* attached hereto and made a part hereof.

**THE PURPOSE OF THIS CORRECTIVE DEED IS TO CONFORM THE REAL PROPERTY DESCRIPTION HEREIN TO THE SURVEY FILED IN THE WESTPORT TOWN CLERK'S OFFICE AS MAP NO. 10103.**

Signed this 9<sup>th</sup> day of July, 2013

*Randolph W. Meyer*  
29 Old Mill Rd  
See WLR 10097  
3451/68

Witnesses:

*Hale C. Sargent*  
Hale C. Sargent, Esq.

*Randolph W. Meyer*  
Randolph W. Meyer

*Madeleine A. Zuniga*  
Madeleine A. Zuniga

CONVEYANCE TAX  
COLLECTED  
*Patricia H. Strauss*  
TOWN CLERK OF WESTPORT

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

}  
} ss. WESTPORT  
}

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2013, by **Randolph W. Meyer**.

*Hale C. Sargent*  
Hale C. Sargent, Esq.  
Commissioner of the Superior Court

Grantees' Mailing Address:

Clark Hanford  
3 Old Mill Road,  
Westport, CT 06880

Book: 3451 Page: 66 File Number: 622 Page: 2 of 2

All that certain tract or parcel of land, with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, being a portion of the premises shown and depicted on that certain map entitled "Zoning Location Survey of Property Prepared for Clark Hanford #31 Old Mill Road, Westport, Connecticut Scale: 1" = 10' Date: April 11, 2013," by Arcamone Land Surveyors, LLC, which map is on file in the Office of the Town Clerk of the said Town of Westport as Map No. 10103.

Said premises are bounded:

**NORTHERLY:** 11.0 feet by land now or formerly of Tammy F. Aronson and Matthew D. Murray, as shown on said map;

**EASTERLY:** 72.44 feet by other land of the grantee herein, said boundary being denoted as "Former Lot Line" on said map;

**SOUTHERLY:** 11.87 feet by the highway known as Old Mill Road; and

**WESTERLY:** 76.91 feet by land now or formerly of Nick Visconti, as shown on said map.

Said premises are conveyed subject to:

1. Limitations of use imposed by governmental authority;
2. Taxes to the Town of Westport hereinafter becoming due and payable;
3. Inland and Tidal Wetland laws and regulations of the State of Connecticut and the Town of Westport;
4. Easement for Water Lines reserved in Deed from Loretta Bellaire to Robert P. Brannigan and Ann Brannigan, dated May 24, 1956, recorded May 25, 191956 at Volume 138, Page 225 of the Westport Land Records.

Received for Record at Town of Westport, CT  
On 07/11/2013 At 11:19:08 am

  
Patricia H. Strauss, Town Clerk



Book: 3394 Page: 116 File Number: 4927 Page: 2 of 2

All that certain tract or parcel of land, with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, being a portion of Lot Numbered 14C on that certain map entitled: "Map of Property of the Estate of Harry F. Sherwood, Westport, CT., August, 1948, Scale 1" = 10'", which map is on file in the Office of the Town Clerk of the said Town of Westport as Map Numbered 2414 and reference thereto is hereby made and had for a more particular location and description of the premises.

Said premises being bounded:

**NORTHERLY:** 11.0 feet by Lot Numbered 14D as shown on said map;  
**EASTERLY:** 72.16 feet by land of the grantee, Clark Hanford;  
**SOUTHERLY:** 12.19 feet by a highway shown on said map as Compo Mill Road, now known as Old Mill Road; and  
**WESTERLY:** 76.6 feet by other land of the grantor.

Said premises being a portion of the property known as 29 Old Mill Road.

Said premises are conveyed subject to:

1. Limitations of use imposed by governmental authority;
2. Taxes to the Town of Westport hereinafter becoming due and payable;
3. Inland and Tidal Wetland laws and regulations of the State of Connecticut and the Town of Westport;
4. Easement for Water Lines reserved in Deed from Loretta Bellaire to Robert P. Brannigan and Ann Brannigan, dated May 24, 1956, recorded May 25, 191956 at Volume 138, Page 225 of the Westport Land Records.

Received for Record at Town of Westport, CT  
On 01/31/2013 At 11:10:26 am

  
Patricia H. Strauss, Town Clerk

Book: 1331 Page: 345 File Number: 285 Page: 1 of 2

FORM 173-CONNECTICUT WARRANTY DEED 600X 1331 PAGE 345 TUTORIALS REGISTERED U.S. PAT. OFFICE TUTTLE LAW PRINT. PUBLISHERS HULLAND, VT 05701 REV. 2-86

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

Know Ye, That WE, MAURICE C. HATFIELD, DEAN M. HATFIELD, KEVIN C. HATFIELD AND MARK A. HATFIELD, with a mailing address at Five Horseshoe Lane, Westport, Connecticut 06880

for the consideration of TWO HUNDRED FIFTY-FIVE THOUSAND and 00/100 DOLLARS (\$255,000.00)

received to our full satisfaction of RANDOLPH W. MEYER, P.O. Box 3599, Westport, Connecticut 06880

State 1275.<sup>00</sup> CONVEYANCE TAX  
Town 280.<sup>50</sup> COLLECTED  
Joan M. Hyde  
TOWN CLERK OF WESTPORT

do give, grant, bargain, sell and confirm unto the said RANDOLPH W. MEYER

LOT 14C  
WLR 2414

ALL THAT CERTAIN tract or parcel of land with the buildings thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, shown and designated as Lot Numbered 14C on that certain map entitled: "Map of Property of the Estate of Harry F. Sherwood Westport, Conn. August, 1948 Scale 1" = 10' ", which map is on file in the Office of the Town Clerk of the said Town of Westport as Map Numbered 2414 and reference thereto is hereby made and had for a more particular location and description of the premises. In accordance with said map, said premises are bounded:

- NORTHERLY: 22.0 feet by Lot Numbered 14D as shown on said map;
- EASTERLY: 72.16 feet by land now or formerly of Edna B. Fleming;
- SOUTHERLY: 24.38 feet by a highway shown on said map as Compo Mill Road, now known as Old Mill Road; and
- WESTERLY: 81.05 feet by Lot Numbered 14B as shown on said map.

Said property is also known as 29 Old Mill Road, Westport, Connecticut.

Said premises are conveyed subject to:

1. Limitations of use imposed by governmental authority.
2. Taxes to the Town of Westport hereinafter becoming due and payable.
3. Inland and Tidal Wetland laws and regulations of the State of Connecticut and the Town of Westport.
4. Easement for Water Lines reserved in Deed from Loretta Bellaire to Robert P. Brannigan and Ann Brannigan, dated May 24, 1956, recorded May 25, 1956 at Volume 138, Page 225 of the Westport Land Records.

BOOK 1331 PAGE 346

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

And also, we the said grantor do for ourselves and our heirs, executors and administrators, covenant with the said grantee his successors, heirs and assigns, that at and until the ensailing of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

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

In Witness Whereof, we have hereunto set our hand and seal this nineteenth day of July in the year of our Lord nineteen hundred and ninety-four.

Signatures: Kenneth A. Hapke, Anita M. Mackey, Maurice C. Hatfield, Dean M. Hatfield, Kevin S. Hatfield, Mark A. Hatfield.

State of Connecticut, County of FAIRFIELD } SS. Norwalk

On this the 15th day of July, 1994, before me, Kenneth A. Hapke, the undersigned officer, personally appeared MAURICE C. HATFIELD, individually and as Attorney-in-Fact for Dean H. Hatfield and Kevin C. Hatfield, and MARK A. HATFIELD

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal. Commissioner of the Superior Court

State of Connecticut, County of } SS.

On this the day of 19 before me, who acknowledged himself to be the a corporation, and that he as such bring authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal. Title of Officer

Latest address of Grantee: No. and Street City State Zip

Book: 936 Page: 192 File Number: 5760 Page: 1 of 1

**BOOK 936 PAGE 192**

CERTIFICATE OF  
DEVISE, DESCENT  
OR DISTRIBUTION  
PC-250 REV. 1/85  
(PRC-58)

STATE OF CONNECTICUT  
COURT OF PROBATE

Recorded:

[File certificate with town clerk  
where real property is situated.]

COURT OF PROBATE, DISTRICT OF	Westport	DISTRICT NO.	158
ESTATE OF	MARGARET L. HATFIELD, late of Westport, in said District		DATE OF DEATH
			May 21, 1982

THIS CERTIFIES that as appears from the records of this Court said deceased died on the date above written and his estate has been duly settled in this Court; and the following real property is devised or distributed, or set out or divided or descends to: [Give name, place of residence and share of distributee; give street address or lot number of real property, or if none, a brief description of the location. C.G.S. §45-286.]

TO MAURICE C. HATFIELD of 5 Horseshoe Lane, Westport, Connecticut, 06880, Pursuant to Mutual Distribution Agreement, October 14, 1987, an undivided two-third's (2/3) interest, and to DEAN M. HATFIELD, KEVIN C. HATFIELD, and MARK A. HATFIELD, all of said 5 Horseshoe Lane, Westport, Connecticut, 06880, each an undivided one-ninth (1/9) interest each, in and to the following described real estate:

ALL THAT CERTAIN tract or parcel of land with the buildings thereon, situated in the Town of Westport, County of Fairfield, and State of Connecticut, shown and designated as Lot Number 14C on that certain map entitled, "Map of Property of The Estate of Harry P. Sherwood, Westport, Conn., August, 1948, of the Town Clerk of the said Town of Westport as Map No. 2414 and reference thereto is hereby made and had for a more particular location and premises are bounded: Northerly 22.0 feet by Lot No. 14D as shown on said map; Easterly 72.16 feet by land now or formerly of Edna B. Fleming; Southerly 24.38 feet by a highway shown on said map as Campo Mill Road, now known as Old Mill Road; and Westerly 81.05 feet by Lot No. 14B as shown on said map.

LOT 14C  
WLR 2414

Maurice C. HATFIELD 2/3  
Dean M. " 1/9  
Kevin C. " 1/9  
Mark A. " 1/9  
1.0 ✓

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of this Court on this

29th day of December, 19 87

Geraldine H. Febbraio  
GERALDINE H. FEBBRAIO Judge, Asst. Clerk

Received for record FEBRUARY 29, 19 88 at 12:23 P. M. and recorded by Joan M. Hyde Westport Town Clerk

MORTGAGE DEED(continued) MANUSCRIPT VOL. 105

501

STATE OF CONNECTICUT, }  
COUNTY OF FAIRFIELD } ss. Westport, March 4th A.D.1952

Personally appeared David Hartigan, Jr., a/k/a David F. Hartigan, Jr. signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Hereward Wake, Commissioner of the Superior Court for Fairfield County.

Received for record March 4, 1952.  
at 2:30 p.m., and recorded by

*Lois P. Clark* Town Clerk.

PROBATE CERTIFICATE  
STATE OF CONNECTICUT, }  
DISTRICT OF WESTPORT, } SS. PROBATE COURT

This certifies that the Estate of Harry F. Sherwood, late of Westport, in said District, deceased, has been duly settled in this Court; that in and by the terms of the Will of said deceased there is devised to Loretta Bellaire, of said Westport, the following described real estate:

*WLR 95*

First Tract:  
Building lots Nos. 5, 6, 7 and 8, with buildings thereon, as shown and designated on a map on file in the Town Clerk's Office of the Town of Westport, entitled "Map of Property Belonging to the Heirs of Francis Sherwood, August 1906, C.N. Wood, C.E."

*WLR  
214*

Said property is bounded: Northerly 100 feet by the Mill Pond; Easterly 135 feet by land now or formerly of Jackson and Webb; Southerly 100 feet by Compo Mill Road; and Westerly 153 feet by land now or formerly of E.S. Taylor et al.

*95/160  
LOT 14A*

Further reference may be had to a map entitled "Map of Property of The Estate of Harry F. Sherwood, Westport, Conn., August 1948, Scale 1"-10", Certified 'Substantially Correct', Irving F. Putney, Civil Eng. & Surveyor".  
EXCEPTING THEREFROM those certain lots conveyed by deeds recorded in Vol. 95, Page 160, Vol. 95, Page 455, and Vol. 95, Page 154 of the Westport Land Records.

*95/455  
LOT 14B*

Second Tract:  
All that certain tract or parcel of land, with the building thereon standing, situated in the Town of Westport, containing 6 acres, more or less, bounded and described as follows: Northerly by land now or formerly of Michael Coyle; Easterly by Hills Point Road; Southerly by land now or formerly of Lawrence Donahue; and Westerly by land now or formerly of Michael Coyle and by land now or formerly of Lawrence Donahue, each in part.

*95/154  
LOTS 14,  
14F*

Third Tract:  
All that certain piece or parcel of salt meadow containing in quantity one acre, more or less, situated in Compo Mill Pond near "Little Island Woods". Said property is bounded: Northerly, Easterly and Westerly by the water of Compo Mill Pond; and Southerly by land now or formerly of Henry F. Coleburn.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the 3rd day of March, A.D.1952.

Marion E. Wood, Clerk, (Probate Court Seal)

Received for record March 4, 1952.  
at 3:45 p.m., and recorded by

*Lois P. Clark* Town Clerk.

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Fairfield County Savings Bank, a corporation under the laws of the State of Connecticut, located and doing business in the Town of Norwalk, County of Fairfield and State of Connecticut, acting herein by Clayton F. Gregory its Treasurer hereunto duly authorized, for a valuable consideration, does hereby release and discharge that certain mortgage to it from John J. Ryan and Marguerite R. Ryan by deed dated November 23, 1951, and recorded in the Land Records of the Town of Westport, in the County of Fairfield and State of Connecticut, in Book 104, on Pages 387-388.

IN WITNESS WHEREOF, the said Fairfield County Savings Bank has caused its name to be hereunto subscribed and its corporate seal affixed by its said Treasurer this 4th day of March A.D.1952.

Signed, Sealed and Delivered  
in the presence of  
Katherine M. Midlock  
Bradford Barton

FAIRFIELD COUNTY SAVINGS BANK  
(Corp Seal)  
By Clayton F. Gregory,  
its Treasurer

STATE OF CONNECTICUT, }  
COUNTY OF FAIRFIELD, } ss. Norwalk, March 4th, A.D.1952.

Personally appeared Fairfield County Savings Bank, signer and sealer of the foregoing instrument by Clayton F. Gregory its Treasurer, who acknowledged the same to be its and his free act and deed, before me

Katherine M. Midlock, Notary Public, (Seal)

Received for record March 5, 1952.  
at 8:30 a.m., and recorded by

*Lois P. Clark* Town Clerk.

Book: 1345 Page: 5 File Number: 2246 Page: 1 of 2

ALAINE KRIM  
MURRAY KRIM

W 1800 Warranty Deed, Individual or Corporate 3604 1345 PAGE 5 JULIUS BLOOMBERG, INC. LAW BLANK PUBLISHERS

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

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

Know Ye, That ALAINE KRIM, of 1 West 85th Street, New York, NY 10024, and MURRAY KRIM, of 8 East 96th Street, New York, NY 10128, hereinafter referred to as the "grantors",

State 1638.00 CONVEYANCE TAX  
Town 363.00 COLLECTED  
Joan M. Hyle  
TOWN CLERK OF WESTPORT

for the consideration of Three Hundred Thirty Thousand (\$330,000.00) Dollars

received to our full satisfaction of CLARK HANFORD, of 151 Hills Point Road, Westport, CT 06880, hereinafter referred to as the "grantee",

CLARK HANFORD

do give, grant, bargain, sell and confirm unto the said CLARK HANFORD all that certain piece of parcel of land, with the improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut more particularly described in Schedule "A" annexed hereto and made a part hereof.

SCHEDULE A

THAT CERTAIN TRACT or parcel of land together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

- NORTHERLY: land formerly of Edna B. Godfrey, now of Compo Avenue Association;
- EASTERLY AND SOUTHERLY: by road or driftway leading to Compo Pond;
- WESTERLY: by land formerly of Harry F. Sherwood, and now or formerly of Loretta Bellaire.

The westerly boundary of said premises now marked in part by a hedge and in part by a board fence, said line formerly being a stone wall.

Reference is hereby made to a certain map entitled "Map of Property at Compo Pond, William A. Borden, November 7, 1908" which map is filed in the Westport Town Clerk's office as Map No. 91B.

WLR 91B

Said premises are conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Real estate taxes to the Town of Westport hereafter becoming due and payable.
3. Rights of Tenant(s) in possession.

BOOK 1345 PAGE 6

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto him the said grantee, his heirs and assigns forever, to his and their own proper use and behoof. And also, we the said grantor do for our sel ven, our heirs, executors, and administrators, covenant with the said grantee, his heirs and assigns, that at and until the enrolling of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as above stated.

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

In Witness Whereof, we the said grantor do hereunto set our hand and seal and has caused these presents to be executed by its and its corporate seal to be hereunto affixed this 30th day of September 19 94.

Signed, Sealed and Delivered in the presence of

Handwritten signatures and names of witnesses: Marie C. Sargent (as to 68th), Elaine Krim, Murray Krim, and several blank lines with (L.S.) initials.

State of Connecticut, County of Fairfield SS: Westport

On this the 30th day of September 19 94, before me, the undersigned officer, personally appeared Elaine Krim and Murray Krim

known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Handwritten signature of Marie C. Sargent, Commissioner of the Superior Court.

State of Connecticut, County of SS:

On this the day of 19, before me,

the undersigned officer, personally appeared who acknowledged himself to be the of a corporation, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand.

RECEIVED FOR RECORD OCTOBER 3, 1994 at 1:23 P.M. & RECORDED BY Joan M. Hyde Westport Town Clerk

VOL 248 PAGE 34

C 35 - WARRANTY DEED - Surrogate

Executive Sales Co., Philadelphia, Pa.

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

Know Ye, That We, ARTHUR WITTENSTEIN and AILEEN C. WITTENSTEIN, of the Town of Westport, County of Fairfield and State of Connecticut,

For the consideration of One (\$1.00) Dollar and other valuable considerations received to our full satisfaction of MURRAY KRIM and ALAINE KRIM, of the City, County and State of New York,

do give, grant, bargain, sell and confirm unto the said MURRAY KRIM and ALAINE KRIM

and unto the survivor of them and unto such survivor's heirs and assigns forever.

THAT CERTAIN TRACT or parcel of land together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: land formerly of Edna B. Godfrey, now of Compo Avenue Association;

EASTERLY AND SOUTHERLY: by road or driftway leading to Compo Pond;

WESTERLY: by land formerly of Harry F. Sherwood, and now or formerly of Loretta Bellaire.

The westerly boundary of said premises now marked in part by a hedge and in part by a board fence, said line formerly being a stone wall.

Being the same premises described in a certain deed from Fred Wittenberger to the grantors herein dated May 18, 1957 and recorded in Volume 147, at Page 457 of the Westport Land Records, reference thereto being had.

SUBJECT, HOWEVER, to building lines, if established, and any and all provisions of any ordinance, municipal regulation or public or private law; tax of the Town of Westport, hereafter becoming due and payable, which tax grantees by their acceptance of this deed assume and agree to pay as part consideration hereof; and two certain mortgages from the grantors herein to the South Norwalk Savings Bank, the first being in the face amount of \$12,000, dated July 10, 1959, and recorded in Volume 166, page 182 of said Land Records, and the second being dated July 24, 1962, in the face amount of \$4,000 and recorded in Volume 194, Page 379 of said Land Records. The balance on said first mortgage is \$8,814.07. The balance on said second mortgage is \$3,197.07. By acceptance of this deed, grantees herein hereby assume and agree to pay said mortgages in accordance with their terms as part consideration hereof.

Reference is hereby made to a certain map entitled "Map of Property at Compo Pond, William A. Borden, November 7, 1908" which map is filed in the Westport Town Clerk's office as Map No. 91B.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantees and unto the survivor of them and unto such survivor's heirs and assigns forever, to them and their proper use and behoof, AND ALSO, we the said grantor do for our selves, our heirs, executors and administrators, successors and assigns, covenant with said grantees and with the survivor of them and with such survivor's heirs and assigns, that at, and until the enacting of these presents, we are well seized of the premises as a good indefeasible estate in Fee Simple; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all Incumbrance whatsoever, except as above stated.



7/16/50

147 / 457

WLR 91B

VOL 248 PAGE 35

And Furthermore, we the said grantors do by these presents bind our selves and our heirs forever, to WARRANT AND DEFEND the above granted and bargained premises to them the said grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as above stated.

In Witness Whereof, we have hereunto set our hands and seals this 10<sup>th</sup> day of May, 1967.

Signed, Sealed and Delivered in presence of

Charles B. Hochman  
Charles B. Hochman

Logan H. Hobson  
Logan H. Hobson

Charles B. Hochman  
Charles B. Hochman

Logan H. Hobson  
Logan H. Hobson

Arthur Wittenstein [SEAL]  
ARTHUR WITTENSTEIN

Aileen C. Wittenstein [SEAL]  
AILEEN C. WITTENSTEIN

[SEAL]

STATE OF NEW YORK ss. New York May 10 A. D. 19 67  
County of NEW YORK

Personally appeared ARTHUR WITTENSTEIN and AILEEN C. WITTENSTEIN signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me,

Nettie Rothstein Notary Public - STATE OF NEW YORK  
NETTIE ROTHSTEIN  
Notary Public, State of New York  
No. 24-379250  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 31, 1970  
A. D. 19

STATE OF County of ss. A. D. 19

Received for record May 15, 1967 at 11:54 A.M. and recorded by Joan C. Mammoto Westport Town Clerk

460

VOL 92

WARRANTEE VOL. 92

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

Know Ye, THAT I, Edna V. Fleming of the Town of Westport, County of Fairfield and State of Connecticut,

for the consideration of one dollar and other valuable considerations, received to my full satisfaction of Louis T. Nistico of the Town of Westport, County of Fairfield and State of Connecticut,

Do Give, Grant, Bargain, Sell and Confirm unto the said Louis T. Nistico

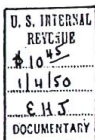
All that certain tract or parcel of land, with buildings thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

Northerly by land formerly of Edna B. Godfrey, now of the Compo Cove Association; Easterly and Southerly by the road or driftway leading to Compo Pond; Westerly by land now or formerly of Harry F. Sherwood; said Westerly boundary line now marked in part by a hedge and in part by a board fence; said boundary line having been formerly marked by a stone wall.

For a more particular description, reference is hereby made to a certain Warranty Deed dated 6/30/44, recorded in Vol 78, page 331 of the Westport Land Records and also Warranty Deed dated 5/2/47, recorded in Vol. 84, page 420, also Warranty Deed dated 7/8/47 recorded in Vol. 85, page 513.

Subject to the following encumbrances:

- 1. Zoning and building regulations of the Town of Westport.
2. Fourth quarter taxes on list of 1948; taxes on list of 1949.



To Have and to Hold the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said grantee, his heirs and assigns forever, to him and their own proper use and behoof, And also, I the said grantor do for myself, my heirs, executors and administrators hereby covenant with the said grantee his heirs and assigns, that at and until the encasing of these presents I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as aforesaid.

And Furthermore, I the said grantor do by these Presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 4th day of January A. D. 19 50.

Signed, Sealed and Delivered in presence of Edna V. Fleming (SEAL), Earl H. Jagoe (SEAL), Franklin E. Neumann (SEAL)

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT, January 4th, A. D. 19 50. Personally appeared Edna V. Fleming

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

Earl H. Jagoe, Commissioner of Superior Court

Received for Record January 6, 1950

at 12:55 P.M., Recorded by Lois R. Clark Town Clerk

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VOL 78

WARRANTY VOL. 78

On all People to whom these Presents shall come:—Greeting: Know Ye, THAT we, Harry Jackson and Edward Webb, both of the Town of Wilton, County of Fairfield and State of Connecticut,

for the consideration of one dollar and other good and valuable considerations received to our full satisfaction of Victor W. Knauth, of the said Town of Wilton

Do Give, Grant, Bargain, Sell and Confirm unto the said Victor W. Knauth, All that certain lot, piece or parcel of land together with the buildings and improvements thereon, situated in the town of Westport, county of Fairfield and state of Connecticut, bounded and described as follows: Northerly by land formerly of Edna B. Godfrey, now of the Compo Cove Association; Easterly and Southerly by the road or driftway leading to Compo Pond, and Westerly by land now or formerly of Harry F. Sherwood; said Westerly boundary line being now marked in part by a hedge and in part by a board fence; said boundary line having been formerly marked by a stone wall.

Being the same premises conveyed to Harry Jackson and Webb Brothers by William A. Borden by Warranty Deed dated August 22nd, 1906, and recorded April 25, 1907, in volume 25, at page 366, of the Westport Land Records; reference thereto being hereby made.

The interest of Arthur Webb, the other Webb Brother mentioned in said deed, having been acquired by Harry Jackson, one of the grantors herein, by quit claim deed dated March 1936, recorded May 14, 1936, in volume 62, page 471 of said Westport Land Records, the grantors herein are now the sole owners of said premises, as will appear by said last mentioned deed and by instruments recorded in volume 62, page 472, and volume 67, page 158, of said land records, reference thereto being had.

RECEIVED  
7/5/44  
DOCUMENTARY

To Have and to Hold the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said Grantee, his heirs and assigns forever, to his and their own proper use and behoof. And also, we the said grantor do for ourselves, our heirs, executors and administrators covenant with the said grantee his heirs and assigns, that at and until the ensailing of these presents we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have a good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except zoning rules and regulations of the town of Westport, and taxes on the tax list of 1943.

And Furthermore we the said grantor s do by these Presents bind ourselves and our heirs forever to warrant and defend the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

In Witness Whereof, we have hereunto set our hands and seals this 30th day of June A. D. 19 44.

Signed, Sealed and Delivered in presence of Harry Jackson [SEAL] Edward L. Webb [SEAL] Sherwood O. Chichester [SEAL] Theresa W. Jackson [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss, Westport, Wilton, June 30th, A. D. 19 44

Personally appeared Harry Jackson and Edward Webb signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me,

Sherwood O. Chichester Commissioner of Superior Court for Fairfield County.

Received for Record July 26, 1944 at 10:00 A.M.

Recorded by W A Knouse Town Clerk.

366

VOL 25

To all People to whom these Presents shall come,--GREETING:

KNOW YE, THAT I, William A. Borden of the town and County of New Haven, in the State of Connecticut,

for the consideration of One dollar and other valuable considerations, received to my full satisfaction of Harry Jackson and Webb Brothers of the town of Wilton in the County of Fairfield in said State,

Do Give, Grant, Bargain, Sell and Confirm unto the said Harry Jackson and Webb Brothers, The following described tract of land, situate in the town of Westport, in said Fairfield County, and bounded and described as follows, viz:-

Beginning at a stake stuck on the Western edge of the driftway into Compo Mill Pond, said stake marking the Southeastly corner of the lot deeded by me to Elna B. Godfrey, thence Southwestly along edge of said driftway to the Southern end of a stone wall now in place, thence Northerly along a line of said stone wall to land lately deeded to said Elna B. Godfrey, thence along line of Godfrey's line to point of beginning.

TO HAVE AND TO HOLD, the above granted and bargained premises, with the privileges and appurtenances thereof, unto them the said grantee, s, their heirs and assigns, forever, to them and their own proper use and behoof. And also, I the said grantor do for myself my heirs, executors and administrators covenant with the said grantee s, their heirs and assigns, that at, and until the encoding of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever, to warrant and defend the above granted and bargained premises to them the said grantees their heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this twenty second day of August. A. D. 1906

Signed, Sealed and Delivered in Presence of Albert D. Penney, William A. Borden, JS, Stuart Bidwell.

New Haven STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss, Westport, New Haven, August 22. A. D. 1906

Personally appeared, William A. Borden signer, and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Justice of the Peace. Commissioner of Superior Court for New Haven County.

A true Copy of the original. Recorded April 25th. 1907

Attest: at 11 A. M. Mary C. Sigall, Prob. Town Clerk.

602471; 602472; 607158 See Vol 2 pages 471 and 472. See Vol 67 Page 158

Street: SHERWOOD MILL POND TIDE GATES N/E/S/W Search By: KSW  
 Project: OLD MILL ROAD 31, 35, 29, Garage, DRIFTWAY Date: 12/18/2024  
 Sheet: 2 OF 3

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: <u>35</u>	<u>LEVINE, EPHRAIM</u> <u>McGRATH, JILL</u>	<u>4044/178</u>	<u>09/10/2020</u>	<u>TR. DEED</u> ✓
Map/Lot: <u>E04/069</u>	<u>SOODEK, JENNIFER M. TRUSTEE</u>	<u>3442/152</u>	<u>06/24/2013</u>	<u>QC (id.)</u>
Area (Acres): <u>192 SF</u>	<u>SOODEK, JENNIFER M. TRUSTEE</u>	<u>3434/140</u>	<u>06/04/2013</u>	<u>QC (id.)</u>
WLR Maps: <u>9238</u>	<u>SOODEK, JENNIFER</u>	<u>3423/324</u>	<u>05/02/2013</u>	<u>QC (id.)</u>
	<u>SOODEK, SCOTT &amp; JENNIFER</u>	<u>3334/33</u>	<u>08/11/2012</u>	<u>W (id.)</u>
House No.:	<u>BOGNER, DELMAR</u> <u>BOGNER, ARLENE J.</u>	<u>2658/328</u>	<u>03/05/2006</u>	<u>QC (id.)</u>
Map/Lot:	<u>BOGNER, DELMAR</u>	<u>1737/329</u>	<u>11/08/1999</u>	<u>QC (id.)</u>
Area (Acres):	<u>BOGNER, ARLENE J. &amp; DELMAR</u>	<u>1598/129</u>	<u>05/22/1998</u>	<u>W (id.)</u>
WLR Maps: <u>9238</u>	<u>MARTIN, LINDA R.</u> GRANTOR: <u>POWELL, ELIZABETH</u>	<u>1336/116</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
	<u>" " "</u> POWELL, JASON	<u>1336/114</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
House No.:	<u>" " "</u> POIRER, DIANE BEAVER	<u>1336/112</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
Map/Lot:	<u>" " "</u> BEAVER, RODERICK	<u>1336/110</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
Area (Acres):	<u>" " "</u> BEAVER, HILARY	<u>1336/108</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
WLR Maps:	<u>" " "</u> Chemotherapy Foundation	<u>1336/106</u>	<u>08/08/1994</u>	<u>QC (id.)</u>
	<u>ANN M. POWELL WEST TRUSTEE</u> <u>Westport Bank &amp; Trust / Grant, Robert Esg.</u>	<u>1336/103</u>	<u>08/08/1994</u>	<u>TR. DEED (id.)</u> ✓
House No.:	<u>BRUETTE, MARIE AKA</u> <u>BRUETTE, MARIE DELEBRE</u>	<u>516/304</u>	<u>07/02/1979</u>	<u>CERT. DEV</u> ✓
Map/Lot:	<u>BRUETTE, WILLIAM A.</u>	<u>49/419</u>	<u>01/02/1952</u>	<u>W (id.)</u>
Area (Acres):	<u>TERHUNE, ALICE I.</u>	<u>65/436</u>	<u>07/15/1937</u>	<u>W (id.)</u>
WLR Maps:	<u>EDWIN L. TERHUNE EST</u>			
		<u>70/110</u>	<u>07/22/1937</u>	<u>PROB CERT (id.)</u>
House No.:	<u>Terhune, Edwin Lincoln &amp; Bulkeley, Alice Isabel } (M)</u>	<u>1921/46</u>	<u>11/03/1921</u>	<u>MAR.</u>
Map/Lot:	<u>TERHUNE, EDWIN L.</u>	<u>25/314</u>	<u>08/23/1906</u>	<u>W (id.)</u> ✓
Area (Acres):	<u>BORDEN, WILLIAM A.</u>			
WLR Maps:				

Westport, Connecticut, Town Clerk's Office | Jeffrey Dunkerton,  
Town Clerk, (203) 341-1110













Keith S Wilberg

Search Results 1 to 31 of 31 For Party Name: MARTIN, LINDA In All Parties

Searched on 12/18/2024 9:57:49 AM ET

Filters:

Selected Rows Printed

#	View	Scan Pages	Date	Type	Party One	Party Two	Description	File#	Book/Page
9	 	2	08/08/1994	LAN DEED	CHEMOTHERAPY FOUNDATION	MARTIN, LINDA R	[Q C] OLD MILL ROAD	895	1336 / 106
10	 	2	08/08/1994	LAN DEED	BEAVER, HILARY	MARTIN, LINDA R	[Q C] OLD MILL ROAD	896	1336 / 108
11	 	2	08/08/1994	LAN DEED	BEAVER, RODERICK	MARTIN, LINDA R	[Q C] OLD MILL ROAD	897	1336 / 110
12	 	2	08/08/1994	LAN DEED	POIRER, DIANE BEAVER	MARTIN, LINDA R	[Q C] OLD MILL ROAD	898	1336 / 112
13	 	2	08/08/1994	LAN DEED	POWELL, JASON	MARTIN, LINDA R	[Q C] OLD MILL ROAD	899	1336 / 114
14	 	2	08/08/1994	LAN DEED	POWELL, ELIZABETH	MARTIN, LINDA R	[Q C] OLD MILL ROAD	900	1336 / 116

Book: 4044 Page: 178 File Number: 2205 Page: 1 of 2



After recording return to:  
Sharon M. Jones, Esq.  
Jones, Washburn-Gonzalez, LLC  
1853 Post Road East  
Westport, CT 06880

CONVEYANCE TAX RECEIVED  
TOWN: \$3,637.50 STATE: \$14,187.50

*Patricia H. Strauss*  
Patricia H. Strauss, Town Clerk  
WESTPORT, CT TOWN CLERK

**STATUTORY FORM  
TRUSTEE'S DEED**

I, JENNIFER M. SOODEK, as Trustee of the JENNIFER M. SOODEK REVOCABLE TRUST dated July 25, 2007, of 35 Old Mill Road, Westport, Connecticut 06880, for consideration paid in the sum of ONE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND (\$1,455,000.00) DOLLARS, grant to EPHRAIM LEVINE and JILL MCGRATH, both of 9 Lone Pine Road, Westport, Connecticut 06880, as JOINT TENANTS with RIGHTS OF SURVIVORSHIP, with TRUSTEE'S COVENANTS, all that certain property situated in the Town of Westport, County of Fairfield and State of Connecticut, more commonly known as **35 Old Mill Road, Westport, Connecticut** and which land is bounded and described as follows:

Beginning at a point on the shore of Compo Road, so-called, twenty-five feet west of the line drawn through the western end of the mill, thence southwesterly in a line parallel with the western end of said mill, fifty-five feet more or less, to the northern edge of the roadway leading from the highway to said mill, said northern edge of roadway being twenty-two and one-half feet north of a line of telephone poles now in place; then along the northern edge of said roadway, and parallel to the line of said poles sixty feet to the eastern edge of the driftway leading into said Compo Pond; thence along the eastern edge of said driftway one hundred feet more or less to the shore of said pond; thence along the shore of said pond thirty-seven feet to the place of beginning.

Said premises also being shown on Map prepared for Linda R. Martin being Map #9238 as recorded in the Town Clerk's Office of the Town of Westport on February 20, 1998 at 9:40 A.M.

Together with all of the Seller's right, title and interest in and to that certain garage on the adjacent premises known as garage #9.

SUBJECT TO:

1. Any and all provisions of any ordinance, municipal regulation or public or private law, including but not limited to zoning, planning and subdivision regulations of the Town of Westport.
2. Taxes due the Town of Westport becoming due and payable.
3. A Variance granted by Zoning Board of Appeal recorded June 22, 1982 in Volume 601 at Page 46 in the Westport Land Records.
4. A Variance granted by Zoning Board of Appeals recorded November 2, 1994 in Volume 1349 at Page 218 in the Westport Land Records.
5. A Variance granted by Zoning Board of Appeals recorded February 25, 2003 in Volume 2157 at Page 165 in the Westport Land Records.
6. A Variance granted by Zoning Board of Appeal recorded November 3, 2016 in Volume 3743 at Page 303 in the Westport Land Records.

(2021)  
↳ 4163/337 Jennie/McGrath → Sebedin/Prosek  
4229/305 Sebedin/Prosek → RRE Holdings LLC (2022)

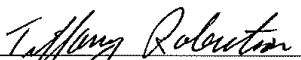
4229/307 RRE Holdings LLC → Cove Dog LLC (2022) ✓  
Current as of 12/17/2024  
Garage 9

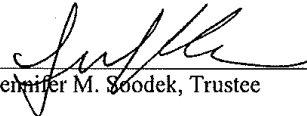
Book: 4044 Page: 178 File Number: 2205 Page: 2 of 2

Signed this 2<sup>nd</sup> day of September, 2020.

Witnessed by:

JENNIFER M. SOODEK REVOCABLE  
TRUST dated July 25, 2007

  
Tiffany Robertson

By:   
Jennifer M. Soodek, Trustee

  
**Kimberly Mier**


STATE OF CONNECTICUT:

ss: RIDGEFIELD

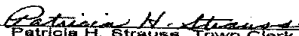
COUNTY OF FAIRFIELD :

On this 2<sup>nd</sup> day of September 2020, before me, the undersigned officer, personally appeared JENNIFER M. SOODEK as Trustee of the JENNIFER M. SOODEK REVOCABLE TRUST dated July 25, 2007, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

*In Witness Whereof*, I hereunto set my hand and official seal.

  
Tiffany Robertson  
Commissioner of the Superior Court

Received for Record at Westport, CT  
On 09/10/2020 At 11:59:46 am

  
Patricia H. Strauss, Town Clerk

Book: 1336 Page: 103 File Number: 894 Page: 1 of 3

Anne M. Powell West  
Anne M. West  
Anne M. Powell

DOD  
10/12/1983  
35 Old Mill Rd  
696/154  
Cent. of notice  
08/17/1984

CONVEYANCE TAX  
COLLECTED  
Joan M. Hyde  
TOWN CLERK OF WESTPORT

BOOK 1336 PAGE 103

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

Know Ye, That We, WESTPORT BANK & TRUST COMPANY and ROBERT E. GRANT, ESQUIRE, duly appointed and acting Successor Co-Trustees of the Anne M. Powell West, a/k/a Anne M. West, a/k/a Anne M. Powell, Trust under Agreement dated July 6, 1983, for good and valuable consideration do give, grant, bargain, sell and convey the following undivided interests to the following: fifty percent (50%) to THE CHEMOTHERAPY FOUNDATION, 183 Madison Avenue, New York, NY 10016; ten percent (10%) to RODERICK BEAVER, Route 1, Box 870, Waterford, Virginia 22190; ten percent (10%) to HILARY BEAVER, 2121 Hepburn Street, Houston, Texas 77054; ten percent (10%) to DIANE BEAVER POIRIER, 47749 League Court, Sterling, Virginia 20165; ten percent (10%) to JASON POWELL, 100 Sandbrook Headquarters Road, Stockton, New Jersey 08559; and, ten percent (10%) to ELIZABETH POWELL, also 100 Sandbrook Headquarters Road, Stockton, New Jersey 08559; and unto their heirs, successors and assigns forever, all of the right, title, interest, claim and demand which the said Successor Co-Trustees have or ought to have in and to the following described real property:

All that certain piece or parcel of land, together with the improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut and which land is bounded and described as follows:

Beginning at a point on the shore of Compo Pond, so-called, twenty-five feet west of the line drawn through the western end of the mill, thence southwesterly in a line parallel with the western end of said mill, fifty-five feet more or less, to the northern edge of the roadway leading from the highway to said mill, said northern edge of roadway being twenty-two and one-half feet north of a line of telephone poles now in place; thence along the northern edge of said roadway, and parallel to the line of said poles, sixty feet to the eastern edge of the driftway leading into said Compo Pond; thence along the eastern edge of said driftway one hundred feet more or less to the shore of said pond; thence along the shore to said pond thirty-seven feet to the place of beginning.

Together with all of Grantors' right, title and interest in and to that certain garage on the adjacent premises known as garage #9.

BOOK 1336 PAGE 104

Said premises are conveyed subject to:


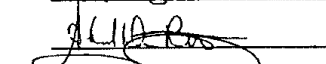
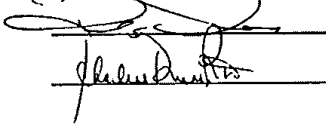
1. Laws and ordinances and building lines, if any.
2. Taxes hereinafter due and payable which taxes the grantees assume and agree to pay.

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees, and unto their heirs, successors and assigns forever, to them and their own proper use and behoof.


And also, the said Successor Co-Trustees do hereby covenant with the said grantees their heirs, successors and assigns, that they have full power and authority, as Successor Co-Trustees aforesaid, to grant and convey the above described premises in manner and form aforesaid and further covenant to warrant and defend the same to the said grantees, their heirs, successors and assigns, against the claims of any person or persons whomsoever, claiming by, from or under them as Successor Co-Trustees aforesaid.

IN WITNESS WHEREOF, as such Successor Co-Trustees, the undersigned have hereunto set their hands and seals this 3rd day of August, in the year of our Lord nineteen hundred and ninety-four.

Signed, sealed and delivered in the presence of:

WESTPORT BANK & TRUST COMPANY  
Successor Co-Trustee of the  
Ann M. Powell West Trust

By   
Charles P. Gallagher  
Trust Officer

  
Robert E. Grant  
Successor Co-Trustee

Book: 1336 Page: 103 File Number: 894 Page: 3 of 3

BOOK 1336 PAGE 105


STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.: August 8, 1994

Personally appeared Charles P. Gallagher, Trust Officer of Westport Bank & Trust Company, Successor Co-Trustee of the Anne M. Powell West Trust, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of Westport Bank & Trust Company, before me.

  
Richard J. Diviney  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.: August 8, 1994

Personally appeared Robert E. Grant, Esquire Successor Co-Trustee of the Anne M. Powell West Trust, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

  
Richard J. Diviney  
Commissioner of the Superior Court

RECEIVED FOR RECORD AUGUST 8, 1994 at 11:42 A.M. & RECORDED BY John M. Ryan  
Westport Town Clerk

Book: 516 Page: 304 Page: 1 of 1

CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION  
PRC-55 NEW 7-74 [C.O.B. Sec. 45-288]

Vol 516 Page 304  
STATE OF CONNECTICUT  
COURT OF PROBATE  
[Note: File certificate with town clerk where real property is situated.]

FOR COURT USE ONLY

DATE:  
ORIGINAL TO:

Court of Probate, District of Westport District No. 158

ESTATE OF  
MARIE BRUETTE, a.k.a.  
MARIE DeLEGRE BRUETTE, LATE OF WESTPORT, DECEASED  
DATE OF DEATH  
March 16, 1978

THIS CERTIFIES that as appears from the records of this Court said deceased died on the date above written and his estate has been duly settled in this Court; and there is distributed, set out or divided or descends:

TO ANNE POWELL WEST, RFD HAMPTON, NEW JERSEY 08827, the following described real estate:

All that certain tract or parcel of land, with the buildings thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

Beginning at a point on the shore of Compo Pond, so-called, twenty-five (25) feet west of the line drawn through the western end of the mill, thence southwesterly, in a line parallel with the western end of said mill, fifty-five (55) feet, more or less, to the northern edge of the roadway leading from the highway to said mill, said northern edge of roadway being twenty-two and one-half (22½) feet north of a line of telephone poles now in place; thence along the northern edge of said roadway, and parallel to the line of said poles, sixty (60) feet, to the eastern edge of the driftway leading into said Compo Pond; thence along the eastern edge of said driftway, one hundred (100) feet, more or less to the shore of said pond, thence along the shore of said pond, thirty-seven (37) feet to the place of beginning.

Being the same premises conveyed to Edwin L. Teshune by Warranty Deed dated August 23, 1906, recorded Westport Land Records, Volume 25, Page 314.

[Give name, place of residence and share of each distributee]

NO GARAGE

25/314

Reference to the records of said Probate Court being hereby made for more particular description



IN TESTIMONY WHEREOF, on this 26th day of June, 1979, I have hereunto set my hand and affixed the SEAL of this Court to this certificate.

*Marion E. Wood*

Marion E. Wood, Judge and Clerk

CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION

Recorded Probate Records  
Vol.  
Page  
Ass't. Clerk

Received for record July 2, 1979 at 3:22 P. M. and recorded by Joan M. Hyde, Westport Town Clerk

314

VOL 25 PG 314

To all People to whom these Presents shall come,—GREETING:

KNOW YE, THAT I, William A. Borden of the town and County of New Haven in the State of Connecticut WILLIAM A. BORDEN

for the consideration of One Dollar and other valuable considerations received to my full satisfaction of Edwin L. Terhune of the town of Huxley in the State of New Jersey EDWIN L. TERHUNE

Do Give, Grant, Bargain, Sell and Confirm unto the said Edwin L. Terhune the following described tract of land situate in the town of Westport, in the County of Fairfield in the State of Connecticut and which land is bounded and described as follows:— Beginning at a point on the shore of Conpo Pond, so called, twenty-five feet west of the line drawn through the western end of the mill, thence southwesterly in a line parallel with the western end of said mill, fifty-five feet more or less, to the northern edge of the roadway leading from the driveway to said mill, said northern edge of roadway being twenty-two and one half feet north of a line of telephone poles now in place; thence along the northern edge of said roadway, and parallel to the line of said poles, sixty feet to the eastern edge of the driftway leading into said Conpo Pond; thence along the eastern edge of said driftway one hundred feet more or less to the shore of said pond; thence along the shore of said pond thirty seven feet to the place of beginning.

TO HAVE AND TO HOLD, the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said grantee, his heirs and assigns, forever, to his and their own proper use and behoof. And also, I the said grantor do for myself my heirs, executors and administrators covenant with the said grantee his heirs and assigns, that at, and until the ensueing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever, to warrant and defend the above granted and bargained promises to him the said grantee his heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this twenty-third day of August A. D. 1906

Signed, Sealed and Delivered } in Presence of } Aglion Louis Mitchell, William A. Borden L.S. Hazel Jandrow.

New Haven STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss, Westport New Haven, Aug. 23 A. D. 1906.

Personally appeared, William A. Borden signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

W. B. Schiffer, Notary Public. County.

A true Copy of the original. Recorded August 23, 1906. at 3 o'clock P. M. Attest: Joseph L. Hyatt Town Clerk.

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Street: SHERWOOD MILL ROAD N / E / S / W Search By: KSW  
 Project: OLD MILL ROAD TIDE GATES Date: 12/18/2024  
31, 35, 29, Garage, DRIFTWAY Sheet: 3 OF 3

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: <u>GARAGE 1</u>	<u>TEO BEACH SHACK LLC</u>	<u>4143/107</u>	<u>06/25/2021</u>	<u>W</u> ✓
Map/Lot: <u>E04/067</u>	<u>EISENBERG, DOUGLAS &amp; FRIEDMAN, ANDREA</u>	<u>3212/192</u>	<u>07/20/2011</u>	<u>W (id.)</u>
Area (Acres):	<u>DEUTSCHE BANK NATIONAL TRUST</u>	<u>3212/190</u>	<u>07/20/2011</u>	<u>CERT. FORCL. (id.)</u>
WLR Maps: <u>343 7070</u> <u>3720 1080</u> <u>6928 1085</u>	<u>KATZ, MICHAEL C. EST OF</u>	<u>3052/83</u>	<u>01/08/2010</u>	<u>APPOINT X ADM. PROBATE</u>
	<u>KATZ, MICHAEL C.</u>	<u>823/268</u>	<u>08/29/1986</u>	<u>W (id.)</u>
House No.:	<u>KITRON, TOVA</u>	<u>630/11</u>	<u>05/13/1983</u>	<u>W (id.)</u>
Map/Lot:	<u>RISCH, THOMAS M.</u>	<u>510/59</u>	<u>04/19/1979</u>	<u>W (id.)</u>
Area (Acres):	<u>MORRISON, SHERMAN P. + LOUISE M</u> <u>" SAMUEL G + BETTY M</u>	<u>308/31</u>	<u>03/30/1972</u>	<u>QC (id.)</u>
WLR Maps:	<u>MORRISON, HANNAH H.</u>	<u>42/184</u>	<u>00/01/1923</u>	<u>QC</u> ✓
	<u>HUNT, SAMUEL W JR (Hort + 2 others)</u>	<u>32/493</u>	<u>10/01/1920</u>	<u>QC</u> ✓
House No.:	<u>BENEDIKT, ROBERT A.</u>	<u>35/600</u>	<u>10/01/1920</u>	<u>W</u> ✓
Map/Lot: <u>(7)</u>	<u>Coleburn, Coleburn, Wilson, Hoyt, Hoyt, (Hort + 2 others)</u> <u>Comstock (Wilton); Coley (NJ.)</u>	<u>35/165</u>	<u>08/03/1918</u>	<u>W</u> ✓
Area (Acres):	<u>MORRIS, WILLIAM</u>	<u>35/149</u>	<u>05/06/1918</u>	<u>W</u> ✓
WLR Maps:	<u>GODFREY, EDNA B.</u>	<u>25/318</u>	<u>08/22/1906</u>	<u>W</u> ✓
	<u>BORDEN, WILLIAM A.</u>			
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				

**Property Lookup**

Search:

Enter a Mblu

Results										
Address	Owner	Acct#	Map	Map Cut	Block	Block Cut	Lot	Unit	Unit Cut	PID
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4446)	TEO BEACH SHACK LLC	8524	E04				067	1		4446
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4843)	48 MILL COVE LLC	8926	E04				067	2		4843
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=8469)	SUMMER & SPRING LLC	12602	E04				067	3		8469
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1503)	LONERGAN LANCE F & ANNE L	5529	E04				067	4		1503
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=3459)	COVE DOG LLC	7515	E04				067	5		3459
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1510)	MULLER PETER	5536	E04				067	6		1510
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=4795)	COVE DOG LLC	8878	E04				067	7		4795
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=7185)	52 COMPO MILL COVE LLC	11304	E04				067	8		7185
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=9090)	COVE DOG LLC	13227	E04				067	9		9090
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=5720)	TSAI ANDREW K & PURVA PATEL-	9818	E04				067	10		5720
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=837)	FRIEDLAND MICHAEL & LAURI LEVITT	4854	E04				067	11		837
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=2726)	MALPESO PASQUALE J JR	6769	E04				067	12		2726
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=1511)	COVE DOG LLC	5537	E04				067	13		1511
OLD MILL RD WESTPORT, CT 06880 (Parcel.aspx?pid=6817)	WAUTHIER ROLAND A	10931	E04				067	14		6817

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VISION APPRAISAL LISTED OWNERS FOR "COMPO COVE GARAGE" (12/17/2024) (KSW)

Map	Block	Unit	Owner	Address	
E04/	/ 067/000	/ 1	TEO BEACH SHACK LLC	10 GLENVILLE ST #212	GREENWICH, CT 06831
E04/	/ 067/000	/ 2	48 MILL COVE LLC	223 HILLSPOINT RD	WESTPORT, CT 06880
E04/	/ 067/000	/ 3	SUMMER & SPRING LLC	46 COMPO MILL COVE	WESTPORT, CT 06880
E04/	/ 067/000	/ 4	LONERGAN LANCE F & ANNE L	42 COMPO MILL COVE	WESTPORT, CT 06880
E04/	/ 067/000	/ 5	COVE DOG LLC	54 DANBURY ROAD C/O CMG #185	RIDGEFIELD, CT 06877
E04/	/ 067/000	/ 6	MULLER PETER	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	/ 067/000	/ 7	COVE DOG LLC	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	/ 067/000	/ 8	52 COMPO MILL COVE LLC	161 CHERRY STREET	NEW CANAAN, CT 06840
E04/	/ 067/000	/ 9	COVE DOG LLC	54 DANBURY RD C/O CMG #185	RIDGEFIELD, CT 06877
E04/	/ 067/000	/ 10	TSAI ANDREW K & PURVA PATEL-	66 COMPO MILL COVE	WESTPORT, CT 06880
E04/	/ 067/000	/ 11	FRIEDLAND MICHAEL & LAURI LEVITT	54 COMPO MILL COVE	WESTPORT, CT 06880
E04/	/ 067/000	/ 12	MALPESO PASQUALE J JR	2 FIFTH AVE	NEW YORK, NY 10065
E04/	/ 067/000	/ 13	COVE DOG LLC	54 DANBURY RD #185	RIDGEFIELD, CT 06877
E04/	/ 067/000	/ 14	WAUTHIER ROLAND A	56 COMPO MILL COVE	WESTPORT, CT 06880

Book: 4143 Page: 107 File Number: 9439 Page: 1 of 4



Doc ID: 004925800004 Type: LAN  
Book 4143 Page 107 - 110  
File# 9439

**RECORD & RETURN TO:**  
Kenneth M. Gruder Esq.  
Goldman, Gruder & Woods, LLC  
200 Connecticut Avenue  
Norwalk, CT 06854

CONVEYANCE TAX RECEIVED  
TOWN: \$3,500.00 STATE: \$13,500.00  
*[Signature]*  
Westport, CT TOWN CLERK

**WARRANTY DEED - STATUTORY FORM**

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT **Douglas Eisenberg** and **Andrea Friedman** of 24 Union Square East PH, New York, New York 10003, for consideration of ONE MILLION FOUR HUNDRED THOUSAND & 00/100 DOLLARS (\$1,400,000.00), grant to **TEO BEACH SHACK LLC** c/o Goldman, Gruder & Woods, LLC, 200 Connecticut Avenue, Norwalk, CT 06854, with WARRANTY COVENANTS, all that certain real property known as **43 Compo Mill Cove, Westport, CT 06880**, being more particularly described in *Schedule A* attached hereto and made a part hereof.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed on this 15<sup>th</sup> day of June, 2021.

*[Signature]*  
\_\_\_\_\_  
Douglas Eisenberg

*[Signature]*  
\_\_\_\_\_  
Andrea Friedman

STATE OF NEW YORK  
COUNTY OF NEW YORK

}  
} ss. New York  
}

Personally appeared Douglas Eisenberg and Andrea Friedman, signers and sealers of the foregoing instrument, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained in the capacity therein stated, before me, on this 15<sup>th</sup> day of June, 2021.

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission expires:

Lorenzo V. DeLillo  
Notary Public, State of New York  
No. 00006038738  
Qualified in Nassau County  
My Commission Expires July 10, 2022

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SCHEDULE A

ALL THAT CERTAIN parcel of land situated in the Town of Westport, County of Fairfield and State of Connecticut, being known and designated as follows: Those tow certain tracts or parcels of land with the buildings and other improvements thereon, situated at Compo Cove, so-called, in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows: First Piece Shown as an unnumbered lot located easterly of Sherwood Mill Pond, formerly known as Compo Mill Pond, and northerly of a right of way, all as shown on that certain map entitled "Map of Shore Lots Belonging to H.F. & A.B. Coleburn at Compo Cove Westport, Conn.", made by C.N. Woods, Civil Engineer, dated 1904, and filed for record in the Westport Town Clerk's Office on February 11, 1925, as Map No. 343, said parcel being bounded as follows:

- NORTHEASTERLY: by land now or formerly of The Compo Cove Park Association, Incorporated, 75 feet, more or less;
- SOUTHEASTERLY: by land now or formerly of The Compo Cove Park Association, Incorporated, 100 feet more or less;
- SOUTHWESTERLY: by a 25 foot right of way, 75 feet more or less;
- NORTHWESTERLY: by land now or formerly of The Compo Cove Park Association, Incorporated, 100 feet more or less. Being all the same premises conveyed to Hannah H. Morrison as two tracts of land in that certain Quit Claim Deed dated May 28, 1923, and recorded in Volume 38, at Page 395 of the Westport Land Records. Said premises are further designated as "Hannah H. Morrison, May 28, 1923, Volume 38, Page 395, No. 23" as shown and delineated on a certain map entitled "Map of Compo Cove Park prepared for the Coupe Cove Park Association, Inc., Westport, Conn." which map is on file in the office of the Westport Town Clerk as Map No. 3720. Together with all rights of way conveyed to Hannah H. Morrison in said Quit Claim Deed.

**SECOND PIECE** An undivided one-ninth interest in parcel of land with a garage building thereon bounded as follows:

- NORTHERLY: by Sherwood Mill Pond, formerly known as Compo Mill Pond;
- EASTERLY: by Sherwood Mill Pond in part and in part by a driftway
- SOUTHERLY: by land now or formerly of Jackson and Webb;
- WESTERLY: by land now or formerly of the heirs of Francis Sherwood. Being all and the same premises conveyed to Hannah H. Morrison by Quit Claim Deed dated May 29, 1923, and recorded in Volume 42, Page 184 of the Westport Land Records.

**Property Address is: 43 Compo Mill Cove, Westport, CT 06880**

Said premises are conveyed subject to:

1. Any and all provisions of any municipal ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations governing the said premises.
2. Taxes to the Town of Westport hereinafter becoming due and payable which taxes the Grantees herein assume and agree to pay.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed or recorded in the Town Clerk's Office.

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4. All limitations, covenants, conditions, restrictions, reservations, easements, and other terms affecting Compo Cove Park Association, Inc., a planned unit development as per declaration of covenants and restrictions as set forth in Town Records.
5. Passageway repair maintenance agreement and conditions in a deed dated August 5, 1902 and recorded in Volume 24 at Page 132 of the Westport Land Records. *Access at E end of*
6. Restrictive covenants, conditions and agreements as set forth in deeds recorded in Volume 38 at Page 395, Volume 32 at Page 94 and in Volume 41 at Page 102, all of the Westport Land Records. *Tide gates*
7. Right of Way in favor of Bridgeport Hydraulic Company dated January 8, 1973 and recorded in Volume 385 at Page 284 of the Westport Land Records and as shown on Map No. 7070 on file in the Office of the Westport Town Clerk. ✓
8. Terms and conditions of an Easement dated November 8, 1998 and recorded in Volume 979 at Page 58 of the Westport Land Records. *Easement for access (TOBEL) WLR 6928,*
9. Agreement dated July 27, 1990 and recorded in Volume 1066 at Page 113 of the Westport Land Records. *Sod, plantings, etc. Michael KATZ* *35, 36 OLD MILL RD*
10. Notice of Order to Connect to Public Sewer System by the Town of Westport recorded on April 17, 2003 in Volume 2180 at Page 292 of the Westport Land Records.
11. Notice of Variance granted by the Town of Westport, Zoning Board of Appeals dated April 2, 2012 and recorded in Volume 3295 at Page 55 of the Westport Land Records.
12. Notice of Variance granted by the Town of Westport, Zoning Board of Appeals dated September 18, 2014 and recorded in Volume 3556 at Page 110 of the Westport Land Records.
13. Notice of Certificate Issuance granted by the State of Connecticut, Department of Energy and Environmental Protection dated May 22, 2017 and recorded in Volume 3789 at Page 318 of the Westport Land Records.
14. Riparian rights, littoral rights and/or easements of others in and to the Compo Mill Cove aka Sherwood Mill Pond and/or the waters of the Long Island Sound and to such of the subject premises below the mean high tide mark, as now or formerly established, or beneath the waters thereof.
15. Rights of the United States Government, the State of Connecticut and/or the Town of Westport, or any of their departments or agencies, to change and/or alter any harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from present lines. \*
16. Rights of the United States Government, State of Connecticut and/or the Town of Westport or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto. \*

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17. Rights and easements of others in and to Compo Mill Cove, so-called.
18. Notes, notations, facts, conditions, rights and matters as shown on Map No. 343, 3720, 6428 and 7070 on file in the Office of the Westport Town Clerk.
19. Notations, facts and conditions as shown on Map Nos. 1080 and 1085 on file in the Office of the Westport Town Clerk.
20. Cease and Desist Order by the Town of Westport dated November 22, 1989 and recorded in Volume 1035 at Page 270 of the Westport Land Records.
21. Cease and Desist Order by the Town of Westport dated May 15, 1992 and recorded in Volume 1159 at Page 146 of the Westport Land Records.

Received for Record at Westport, CT  
On 08/25/2021 At 12:20:41 pm

  
Matthew Estabrook, Town Clerk

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QC

VOL 24 PG 132

Borden → Coleburn

QUIT-CLAIM DEED.

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

Know ye, that I, William A. Borden of the City and County of New Haven, of the State of Connecticut, for the consideration of One Dollar and other valuable considerations, received to my full satisfaction of Henry P. Coleburn of Norwalk, Fairfield County in said State, do remise and forever quit-claim unto the said Coleburn, his heirs and assigns forever, all the right, title and interest, claim and demand, whatsoever, as I, the said releasor, have or ought to have, in or to a certain tract of land situate in the town of Westport, and bounded and described as follows:

Refer to WLR 91B, 1080, 3720

Beginning at the Northwest point of the East abutment of the tide gate of Compo Mill Pond, and following the shore of said Pond in a curved line as said shore now is, seventy-five feet more or less; thence South eighteen and one half degrees West, three hundred and forty five feet, more or less, along the line of the land owned by Henry P. Coleburn, to the shore of Long Island Sound; thence along the shore of Long Island Sound One Hundred and forty three feet, more or less, to the South end of a row of piles, as the same now stand; thence in a Northeasterly direction along the East shore of the East stream flowing from said Compo Mill Pond, as the same now flows, Three Hundred and thirty nine feet, more or less, to the Southeast corner of the old landing stage; thence East forty two degrees South, forty five feet to stone set up; thence North forty degrees East, fifty one feet to a stone set up; thence West forty two degrees, North, forty five feet to the starting point.

ACCESS

Reserving the right to enter upon said premises for the purpose of rebuilding and repairing said wall and preserving the integrity of said stream as it now flows. There is also hereby conveyed to the said releasee, his heirs and assigns, and to no other persons, the right to construct and maintain a foot passage way over and upon the timbers now in place and any substitutes therefor at the foot of the pond called Compo Mill Pond for the purpose of giving access to the land hereby conveyed to the releasee, which passage way shall be erected and maintained, if at all, at the sole expense of the releasee, his heirs and assigns, and at their risk, and the releasor, his heirs and assigns, assume no responsibility for any accident that may occur in connection with the use thereof, said right of passage way to continue only so long as the owners of the dam shall see fit to maintain the same.

The releasee shall maintain hand rails along said passage way during the existence of said passage way.

To Have and to Hold the premises, with all their appurtenances, unto the said releasee, his heirs and assigns forever, so that neither I, the releasor, nor my heirs, nor any other person under me or them shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom I and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this fifth day of August, A. D. 1902.

Signed, sealed and delivered in presence of

W. A. Borden. LS

Joseph G. Hyatt.

Mary A. Hyatt.

State of Connecticut, Fairfield County, ss.

Westport, August 5th, 1902.

Personally appeared, William A. Borden, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Joseph G. Hyatt.

Notary Public.

Received for record, August 5th 1902.

for Fairfield County.

and recorded by

Mary A. Hyatt

Asst. Town Clerk.

Westport, Connecticut, Town Clerk's Office | Jeffrey Dunkerton,  
 Town Clerk, (203) 341-1110 *References to 2A/132 on Town Clerk's website*  
 Keith S Wilberg

Search Results 1 to 50 of 50 For ALL: borden, william

Searched on 12/18/2024 8:13:40 AM ET

Filters: *KSW*

*2A/132*

Selected Rows Printed

#	View	Scan Pages	Date	Type	Party One	Party Two	Description	File#	Book/Page
17			08/05/1902	LAN	BORDEN, WILLIAM A	COLEBURN, HENRY F	[Q.C] [Q.C]		24 / 132

**Related Documents:**

- 1 Index Type: LAN Kind Of Inst: WAR DEED Book: 4050 Page: 111 File #: 2629 Date Filed: 09/28/2020 Scan Pages: 2
- 2 Index Type: LAN Kind Of Inst: WAR DEED Book: 4053 Page: 219 File #: 2846 Date Filed: 10/09/2020 Scan Pages: 3
- 3 Index Type: LAN Kind Of Inst: WAR DEED Book: 4140 Page: 94 File #: 9243 Date Filed: 06/17/2021 Scan Pages: 4
- 4 Index Type: LAN Kind Of Inst: WAR DEED Book: 4229 Page: 301 File #: 5936 Date Filed: 03/29/2022 Scan Pages: 4
- 5 Index Type: LAN Kind Of Inst: WAR DEED Book: 4269 Page: 302 File #: 995 Date Filed: 09/07/2022 Scan Pages: 3

- ① 58 *Compo mill Cove* WLR 8653
- ② 56 " " " " 8653, 10336, 6A28, 3720, 10338
- ③ 60 " " " " 343, 10011, 3720, 7070
- ④ 82 " " " " 551, 3720, 7070, ROW
- ⑤ 76 " " " " 7766, 3720, 7070, ROW

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QUIT-CLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS;

That we, Samuel W. Hoyt, Jr., and Susan S. Hoyt, husband and wife, of the Town of Norwalk, in the County of Fairfield and State of Connecticut, for the consideration of one dollar and other valuable considerations, received to our full satisfaction of Hannah H. Morrison, of the town of Bethel, in said County and State, do by these presents release, remise and forever quit-claim unto the said Hannah H. Morrison, all right, title, interest, claim and demand whatever which we, the said releasers, have or ought to have in or to;

All those two certain tracts or parcels of land, with the buildings thereon standing, situated at Compo Cove, so called, in the Town of Westport, insaid County and State, and bounded and described as follows; viz.:

WLR  
343  
50x100  
25x100  
↓  
75x100

The first tract being known and designated as Lot #23 on a map entitled "Map of shore lots belonging to H.F. and A.B. Coleburn, at Compo Cove, Westport, Conn., made by C.N. Wood, C.E., 1904," and resurveyed by S.W. Hoyt, Jr., C.E. 1916, to be filed in the office of the Town Clerk of said town of Westport. Said lot being fifty (50) feet in width in front and rear and one hundred (100) feet in depth; and bounded on all sides by land now or formerly of Arthur B. Coleburn and of the heirs of Henry F. Coleburn.

The second tract being situated at said Compo Cove and being bounded northerly by land now or late of Arthur B. Coleburn and the heirs of Henry F. Coleburn, twenty-five (25) feet, the said northerly line being the northerly line of the first herein described tract produced in the said straight line easterly; easterly one hundred (100) feet by land now or late of Arthur B. Coleburn and the heirs of Henry F. Coleburn; southerly twenty-five (25) feet by land now or late of Arthur B. Coleburn and the heirs of Henry F. Coleburn, the said southerly line being the southerly line of the tract first herein described produced in the same straight line easterly; and westerly one hundred (100) feet by the tract first herein described.

Together with a right of way to and from each of said described tracts over the land now or formerly of said Arthur B. Coleburn and the heirs of Henry F. Coleburn on the south to the foot bridge at the Compo Mill Pond, so called.

Together also with the use, in common with the said Arthur B. Coleburn and the heirs of Henry F. Coleburn, their heirs and assigns, of the way described in the deed from William A. Borden to said Henry F. Coleburn, recorded in Vol. 24, at page 132, of the Land Records of said town of Westport, upon the conditions described in said deed and upon the further condition that the grantee, her heirs and assigns, shall pay her proportionate share of the cost of the keeping of the passageway in repair, as described in said deed, said proportionate share to depend upon the number of residences erected upon said Compo Cove.

This deed is given and accepted upon the express condition and limitation that the releasee, her heirs and assigns, shall erect no building on said premises at a cost of less than \$300; that no spirituous or intoxicating liquors shall be sold on said premises; and that there shall not be erected, kept or maintained on said premises any hotel, boarding house or house of public entertainment or bathing pavilion or barn, and that the breach of any of the conditions above shall work a forfeiture of the above granted premises, and the estate of the said releasee; her heirs and assigns, shall thereupon expire and determine without demand or entry for condition broken.

TO HAVE AND TO HOLD, the premises, with all the appurtenances, unto the said releasee, her heirs and assigns forever, so that neither we, the said releasers nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these presents forever barred and secluded, except as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of May, A. D. 1923.

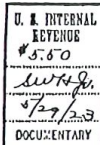
Signed, sealed and delivered in presence of Joseph R. Taylor Mary H. Halacy

Susan S. Hoyt, (L.S.) Samuel W. Hoyt, Jr. (L.S.)

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, ss. Norwalk, May 28th, A.D. 1923. Personally appeared Samuel W. Hoyt, Jr., and Susan S. Hoyt, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me,

Joseph R. Taylor, Notary Public

Received for record June 1, 1923, at 9.00 A. M. and recorded by



Handwritten signature of Town Clerk and the text "Town Clerk."

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H3641

Know all Men by these Presents, That we, Henry F. Coleburn, of Norwalk, Fairfield County, Connecticut, and Arthur B. Coleburn, of Middletown, in the County of Middlesex, and State of Connecticut,

For the consideration of one dollar

received to our full satisfaction of Susan B. Hoyt, of said Norwalk,

do by these presents remise, release, and forever Quit Claim unto the said Susan B. Hoyt,

all right, title, interest, claim and demand whatsoever, which we the said Releasors have or ought to have in or to a certain tract or parcel of land situated at Westport in said Fairfield county being Lot no. 23 on Map of Shore Lots, belonging to H. F. & A. F. Coleburn, at Compo Cove, Westport, Conn., made by C. H. Wood C. E., 1904 and remurveyed by S. W. Hoyt Jr, C. F. 1916, and now in the possession of the releasors, but to be filed in the office of the Town Clerk of said Westport, said lot being 50 feet front and rear and 100 feet in depth, and bounded on all sides by land of the releasors. --- Together with a right of way to and from said premises over the land of said grantors, on the south, to the foot bridge at the Compo Mill Pond so called. --- And also together with the use, in common with the grantors, their heirs and assigns, of the way described in the deed of William A. Borden to the grantor H. F. Coleburn, recorded in the Westport Land Records, Vol. 24 page 132, upon the conditions described in said deed, and upon the further condition that the grantees, her heirs and assigns, shall pay her or their proportionate share of the cost of keeping the passageway in repair, as described in said deed said proportionate share to depend upon the number of residences erected upon said Compo Cove. --- The releasors agree that no building shall be erected upon the land owned by them, between the westerly boundary of the tract hereby conveyed and the Compo Mill Pond so called. --- But this deed is given and accepted upon the express condition and limitation that the releasee, her heirs and assigns shall erect no building on said premises, at a cost of less than \$500; that no spirituous or intoxicating liquors shall be sold on said premises; and that there shall not be erected, kept or maintained on said premises any hotel, boarding house or house of public entertainment, or bathing pavilion or barn; and that the breach of any of the above conditions shall work a forfeiture of the above granted premises, and the estate of the releasee, her heirs or assigns, shall thereupon expire and determine without demand or obtray for condition broken.

To have and to hold the premises, with all the appurtenances, unto the said Releasee, her heirs and assigns forever, so that neither we the said Releasors nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these presents forever barred and secluded.

In WITNESS WHEREOF, We have hereunto set our hands and seals this 24th day of May A. D. 1916.

SIGNED, SEALED AND DELIVERED } Henry F. Coleburn (L. S.)
IN PRESENCE OF } Arthur B. Coleburn (L. S.)
O. W. Wfany } as to H. F. C. (L. S.)
Lois Goldschmidt
W. N. McCuen } as to A. B. C.
S. L. Rjoser }

STATE OF CONNECTICUT, } ss Norwalk, May 24, 1916
FAIRFIELD COUNTY, } Westport, A. D. 1916
Personally appeared Henry F. Coleburn

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.
State of Connecticut, Middlesex County, Louis Goldschmidt Notary Public. (LS)
ss. Middletown, May 26, 1916 Personally appeared Arthur B. Coleburn, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me, (LS) A. Burton Crampton, Notary Public

A true copy of the original.
Recorded June 2, 1916 ATTEST: E. L. Burge Town Clerk.
Time 12.00H.

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WARRANTY-VOL. 41

To all People to whom these Presents shall come.-GREETING:

KNOW YE, THAT I, Henry F. Coleburn of Norwalk, Fairfield County, Connecticut, acting herein by Kenneth M. Coleburn, my duly authorized Attorney in fact, herunto authorized by Power of Attorney dated April 11, 1921, and Arthur B. Coleburn of said Norwalk,

for the consideration of one dollar and other valuable considerations, received to our full satisfaction of Samuel W. Hoyt Jr., and Susan S. Hoyt, husband and wife, both of said Norwalk;

Do Give, Grant, Bargain, Sell and Confirm unto the said Samuel W. Hoyt, Jr., and Susan S. Hoyt,

a certain tract or parcel of land, situated in Westport, in said County and State, bounded Northerly by other land of the Grantors, twenty five feet, said Northerly line being the northerly line of land of said Susan S. Hoyt, produced in the same straight line easterly; Easterly, 100 feet, by land of the Grantors; Southerly 25 feet, by land of the Grantors, said southerly line being the southerly line of land of said Susan S. Hoyt, produced in the same straight line easterly; and Westerly, 100 feet, by land of said Susan S. Hoyt.

Together with a right of way, to and from said premises, over the land of the Grantors on the south, to the foot bridge at the Compo Hill pond, so called. And also, together with the use, in common with the grantors, their heirs and assigns, of the way described in the deed of William A. Jordan to said Henry F. Coleburn, recorded in the Westport Land Records, Vol. 24, page 132, upon the conditions described in said deed, and upon the further condition that the Grantees, their heirs and assigns, shall pay their proportionate share of the cost of the keeping of the passage in said pond, as described in said deed, said proportionate share to depend upon the number of residences erected upon said Compo Cove.

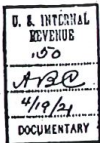
But this deed is given and accepted, upon the express conditions and limitation, that the grantees, their heirs and assigns, shall erect no building on said premises at a cost of less than \$800; that no spirituous or intoxicating liquors shall be sold on said premises; and that there shall not be erected, kept or maintained on said premises any hotel, boarding house, or house of public entertainment, or bathing pavilion or barn.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto them the said grantees their heirs and assigns, forever to them and their own proper use and behoof. And also, we the said grantor do for ourselves, our heirs, executors and administrators covenant with the said grantees their heirs and assigns, that at, and until the executing of these presents we are well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, we the said grantor do by these Presents, bind ourselves our heirs forever to warrant and defend the above granted and bargained premises to them the said grantees their heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, we have hereunto set our hands and seals this 19 day of April, A. D. 19 21.

Signed, Sealed and Delivered in presence of Herbert O. Pollard Louis Goldschmidt



Arthur B. Coleburn, [SEAL] Henry F. Coleburn [SEAL] by Kenneth M. Coleburn [SEAL] Atty. in fact.

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., Westport, Norwalk, April 19, A. D. 19 21.

Personally appeared Arthur B. Coleburn and Henry F. Coleburn, by Kenneth M. Coleburn his attorney in fact, signer and sealer of the foregoing instrument, and acknowledged the same to be their free act and deed, before me and the free act and deed of said Henry F. Coleburn

Justice of the Peace William Publick Commissioner of Superior Court for Fairfield County.

Louis Goldschmidt

Received for record April 23, 1921

at 9.00 A. M.

Recorded by

E.C. Dirge

Town Clerk.

BOOK 979-PAGE 058

~~EASEMENT~~

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, JANET E. VON TOBEL of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantor, for the consideration of One Dollar (\$1.00) and other good and valuable considerations, received to my full satisfaction of W.R. BRUCE PORTER, TRUSTEE, COMPO COVE PARK ASSOCIATION, INC., MICHAEL C. KATZ, JOAN V. LESLEY and THOMAS P. LESLEY, ELIZABETH R. FRAENKEL, FRÉD ROSEN and JANE K. ROSEN, PAUL H. BRAUER and ARLETTE P. BRAUER, COMPO COVE ASSOCIATES, ROBERT SCHOENFEIN and SANDRA SCHOENFEIN, MORTIMER B. COLEY, ALLEN A. RAYMOND, BEATRICE MEYERSON, ALAN E. MACKENZIE, MARCIA K. FREIDMAN, ALFRED M. FREEDMAN, MARGUERITE F. PORTER, TRUSTEE and W.R. BRUCE PORTER all of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantees, do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever, the right, privilege and authority to pass and repass across my property to their properties within the strip of land herein described along the westerly and northerly sides of the dwelling house on the property of the Grantor.

The land affected by said easement is all that certain tract or parcel of land in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

WLR 6428

Beginning at a point where a fence on the grantor's property intersects the southerly side of a path leading to Old Mill Road, thence proceeding N 33 17' E 69.81 feet along a hedge to an existing plank fence, thence proceeding S 53 50'20" E 35.25 feet, then S 30 31' E 7.41 feet along said plank fence, then S 55 00' E 43.00 feet to a stone piling on

GRANTEES,  
n = 20

TOBEL, JANET  
E. VON  
aka  
Janet E.  
Vontobel  
36 Old Mill Rd  
35 " " "

BOOK 979 - PAGE 059

WCR  
6428

Compo Mill Pond, then across said walkway in a southerly direction a distance of four (4) feet, thence N 55 00' W 60.00 feet to the steps leading from the dwelling owned by the grantor, then N 35 00' E 0.69 feet, then again N 55 00' W 15.32 feet across the front of a bay window on said dwelling to a point, then S 88 51' W 6.45 feet to the end of an existing wood fence, thence S 32 36' 40" W 54.42 feet along said wood fence, then S 79 58' W 6.38 feet, to the point or place of beginning.

Being the easement shown on that certain map entitled "Map Showing Easement to be Granted by A. KING ATKIN at Compo Cove, Westport, Connecticut dated May 11, 1967, Certified Substantially Correct by HARRY E. BRYAN, Bryan Associates, Norwalk, Connecticut; which map is on file in the Westport Land Records.

The Grantor herein reserves the right to herself, her heirs and assigns to continue to use the land within which the above easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantees, their heirs and assigns, for the purpose for which this easement is granted.

The Grantees are to have the right to enter on the land within said easement for the purpose of repairing and maintaining it at their own expense, and they shall in no way be authorized or allowed to charge such repairs and maintenance expenses to the Grantor, her heirs or assigns, or to enlarge the size or use of said easement when repairing and maintaining it.

The Grantor reserves the right to grant similar easements to others across the same land.

BOOK 979 - PAGE 060

Grantor reserves the right to install a gate and lock at the entrance to the easement and will make keys available to Grantees.

The granting of this written easement shall in no way be construed to affect, create, increase, or diminish any easements or rights of way of others across said property if and to the extent that such easements may exist by implication, prescription or otherwise.

To have and to hold the above granted rights, privilege and authority unto the said Grantees, their heirs and assigns forever, and to their own proper use or benefit.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8<sup>th</sup> day of November, 1988.

Signed, Sealed and Delivered in the presence of

Alan Spitzer  
Alan Spitzer  
C. Neil Margaritha  
C. Neil Margaritha

JANET E. VON TABEL  
JANET E. VON TABEL

STATE OF CONNECTICUT ) ss: Westport November 8, 1988  
COUNTY OF FAIRFIELD )

Personally appeared Janet E. Von Tobel, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Alan R. Spitzer  
Alan R. Spitzer  
Commissioner of the Superior Court

Received for record NOVEMBER 14 1988 at 10:21 A. M. and recorded by Jean M. Hyde  
Westport Town Clerk

184

VOL 42 PG 184

VOL. 42.

Know all Men by these Presents, That I, Samuel W. Hoyt, Jr., of the town of Norwalk, in the County of Fairfield and State of Connecticut,

For the consideration of one dollar and other valuable considerations, received to my full satisfaction of Hannah H. Morrison, of the town of Bethel, in said County and State,

do by these presents remise, release, and forever Quit Claim unto the said Hannah H. Morrison,

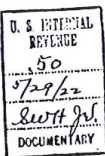
all right, title, interest, claim and demand whatever, which I the said Releasor have or ought to have in or to all that certain tract or parcel of land, with a garage building thereon standing, situated in the Town of Westport, in said County, and bounded Northerly by Compo Mill Pond; Easterly by said Compo Mill Pond and by a driftway; Southerly by land of Jackson and Webb; and Westerly by land now or formerly of the heirs of Francis Sherwood; my interest in and to said premises being an undivided one-ninth thereof.

9 parties with access to garage.

To have and to hold the premises, with all the appurtenances, unto the said Releasee, her heirs and assigns forever, so that neither I the said Releasor nor my heirs, nor any person under me or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this twenty-ninth day of May, A. D. 19 23.

SIGNED, SEALED AND DELIVERED } Samuel W. Hoyt, Jr. (L. S.)
IN PRESENCE OF } (L. S.)
Joseph R. Taylor } (L. S.)
John J. Di Sesa }



STATE OF CONNECTICUT, } ss. Westport, Norwalk, May 29th, A. D. 19 23.
FAIRFIELD COUNTY, }

Personally appeared Samuel W. Hoyt, Jr.,
Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Joseph R. Taylor, Notary Public. (L. S.)

Justice of the Peace.
Commissioner of the Superior Court for Fairfield County

A true copy of the original
Recorded June 1, 1923,
Time 9.00 A. M.

ATTEST: E. C. Birge Town Clerk.

43641

VOL 32 PG 493

VOL 82

493

Know all Men by these Presents, That I, Robert A. Benedict of Norwalk, Fairfield County, Connecticut,

For the consideration of one dollar and other valuable considerations, received to my full satisfaction of Henry F. Coleburn, Arthur B. Coleburn, Frederick E. Wilcox, Samuel W. Hoyt, Jr. Roman H. Heym and Frank Lauder, all of Norwalk, Connecticut, William St. J. Comstock of Wilton, Connecticut, John A. Lees of Westport, Connecticut, and William A. Coley of Nutley, New Jersey. do by these presents remise, release, and forever Quit Claim unto the said Henry F. Coleburn, Arthur B. Coleburn, Frederick E. Wilcox, Samuel W. Hoyt, Jr., Roman H. Heym, Frank Lauder, William St. J. Comstock, John A. Lees and William A. Coley all right, title, interest, claim and demand whatsoever, which I the said Releasor have or ought to have in or to All that certain tract or parcel of land, with the buildings thereon, situated in Westport, in said State of Connecticut, and bounddd and described as follows; beginning at the shore of Compo Pond, so called, on the western side of the driftway leading into said pond, and running southwesterly to a stake twenty three feet from the large rock, marking the entrance of said driftway into said pond; thence northwesterly, fifty feet, more or less, to a stake stuck in a wall now in place; ~~thence~~ thence northeasterly along said wall, to the shore of said <sup>Compo</sup> Pond thence southeasterly along the shore of said pond to the point of beginning; and bounded Northerly by the Pond; Easterly by Driftway; Southerly by land of Harry Jackson; and Westerly by land of Harry Sherwood.

To have and to hold the premises, with all the appurtenances, unto the said Releasees, their heirs and assigns forever, so that neither I the said Releasor nor my heirs, nor any person under me or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of September A. D. 19 20.

SIGNED, SEALED AND DELIVERED } Robert A. Benedict (L. S.)
IN PRESENCE OF }
Annie Varian (L. S.)
Louis Goldschmidt (L. S.)

STATE OF CONNECTICUT, }
FAIRFIELD COUNTY, } Norwalk : WESTPORT, September 21 A. D. 19 20

Personally appeared Robert A. Benedict,
Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Notary Public:
Justice of the Peace
Louis Goldschmidt { Commissioner of the Superior Court for Fairfield County.

A true copy of the original.
Recorded Oct. 1, 1920 ATTEST: J. H. Seafeld Asst. Town Clerk.
Time 9.10 A. M.

600

VOL 35 PG 600

WARRANTY—VOL. 35.

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

KNOW YE, THAT We, Henry F. Coleburn, Arthur B. Coldburn, Frederick E. Wilcox, Samuel W. Hoyt, Jr., and Roman Heyn, all of Norwalk, Connecticut, William St. J. Comstock of Wilton, Connecticut, and William A. Coley of Rutley, New Jersey,

for the consideration of one dollar and other valuable considerations, received to our full satisfaction of Robert A. Benedict of said Norwalk,

Do Give, Grant, Bargain, Sell and Confirm unto the said Robert A. Benedict

All that certain tract of land, with the buildings thereon, situated in Westport, in said State of Connecticut, and bounded and described as follows; Beginning at the shore of Compo Pond, so called, on the western side of the driftway leading into said pond, and running southwesterly to a stake twenty three feet from the large rock marking; the entrance of said driftway into said pond; thence northwesterly, fifty feet, more or less, to a stake stuck in a wall now in place; thence north-easterly along said wall, to the shore of said Compo Pond; thence south-easterly along the shore of said pond to the point of beginning; and bounded: Northwesterly by the Pond; Easterly by Driftway; Southerly by land of Harry Jackson; and Westerly by land of Harry Sherwood.

50  
H. C. Catala  
9/18/20

To HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said grantee, his heirs and assigns, forever, to his and their own proper use and behoof. And also, we the said grantors do for ourselves, our heirs, executors and administrators covenant with the said grantee his heirs and assigns, that at, and until the ensueing of these presents we are well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever.

AND FURTHERMORE, we the said grantors do by these Presents, bind ourselves and our heirs forever to warrant and defend the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, we have hereunto set our hands and seals this 18th day of September A. D. 1920.

Signed, Sealed and Delivered } (L.S.) William St. J. Comstock Samuel W. Hoyt Jr. [SEAL.]  
in presence of } (L.S.) Frederick E. Wilcox Roman H. Heyn [SEAL.]  
Frieda Iskiyan Henry F. Coleburn [SEAL.]  
Louis Goldschmidt Arthur B. Coleburn (L.S.)  
William A. Coley (L.S.)

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss. Norwalk, September 18, 1920.

Personally appeared Henry F. Coleburn, Arthur B. Coleburn, Frederick E. Wilcox, Samuel W. Hoyt, Jr., Roman Heyn, William St. J. Comstock and William A. Coley signs and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

Louis Goldschmidt

Justice of the Peace.  
Notary Public.  
Commissioner of Superior Court for  
Fairfield County.

Received for record Oct. 1st, 1920.

192

at 9 h 00 m A. M.

Recorded by

E. C. Birge Town Clerk.

(End of Vol. 35 continued in Vol. 41)

VOL 35 PG 105

165

WARRANTY-VOL. 35.

To all People to whom these Presents shall come,--GREETING:

KNOW YE, THAT I, William Morris, of the city and state of New York,

for the consideration of one dollar and other good and valuable considerations

received to my full satisfaction of Henry F. Coleburn, Frederick E. Wilcox, Samuel W. Hoyt Jr., and Roman Heyn, all of Norwalk, Connecticut, Charles L. Thompson of Stamford, Connecticut, William StJ. Comstock of Wilton, Connecticut and William A. Coley of Nutley, New Jersey,

Do Give, Grant, Bargain, Sell and Confirm unto the said Henry F. Coleburn, Frederick E. Wilcox, Samuel W. Hoyt Jr., Roman Heyn, Charles L. Thompson, William StJ. Comstock and William A. Coley all that certain tract of land situated in Westport, Connecticut, and bounded and described as follows:

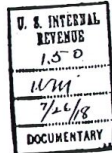
Beginning at the shore of Compo Pond, so called, on the western side of the driftway leading into said Pond, and running southwesterly to a stake twenty-three feet from the large rock marking the entrance of said driftway into said pond; thence northwesterly fifty feet more or less to a stake stuck in a wall now in place; thence northeasterly along said wall to the shore of said Compo Pond; thence southeasterly along the shore of said Pond to the point of beginning.

Bounded Northerly by the Pond.

Easterly by driftway;

Southerly by land of Harry Jackson; and

Westerly by land of Harry Sherwood.



To HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto the said grantee, his heirs and assigns, forever, to them and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee his heirs and assigns, that at, and until the sealing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to them their heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 26 day of July A. D. 1918,

Signed, Stated and Delivered in presence of Wm. Morris [Seal] Joseph Schneider [Seal]

J. J. Friedman Notary Public, Bronx Co. STATE OF NEW YORK, IN AND FOR THE COUNTY OF NEW YORK, July 26th A. D. 1918

Personally appeared William Morris signor and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Jacob J. Friedman Notary Public Bronx Co. Certificate Filed N. Y. Co. # 94

Received for record Aug. 3, 1918 at 9 h 30 m A. M. Recorded by E. C. Birge Town Clerk.

VOL 35 PG 149

149

WARRANTY-VOL. 88.

To all People to whom these Presents shall come,--GREETING:

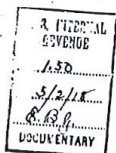
KNOW YE, THAT I, Edna B. Godfrey, of Wilton, in the County of Fairfield, State of Connecticut, married after 1877.

for the consideration of one dollar and other good and valuable considerations received to my full satisfaction of William Morris, of the City and State of New York

Do Give, Grant, Bargain, Sell and Confirm unto the said William Morris All that certain tract of land, situate and being in the Town of Westport in said County of Fairfield and State of Connecticut, and bounded and described as follows: viz,

Beginning at the shore of Compo Pond, so called on the western side of the driftway leading into said pond, and running southwesterly to a stake twenty three feet from the large rock marking the entrance of said driftway into said pond; thence northwesterly fifty feet, more or less, to a stake stuck in a wall now in place; thence northeasterly along said wall to the shore of said Compo Pond; thence southeasterly along the shore of said pond to the point of beginning.

Bounded Northerly by Pond, Easterly, by Driftway; Southerly by land of Harry Jackson; and Westerly, by land of Harry Sherwood.



To HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto him the said grantee, his heirs and assigns, forever, to his and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee his heirs and assigns, that at, and until the encasing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 2nd day of May A. D. 1918.

Signed, Sealed and Delivered } in presence of Edna B. Godfrey [SEAL]

Louis Goldschmidt  
Carrie Goldschmidt

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., Westport Norwalk May 2nd, 1918.

Personally appeared Edna B. Godfrey

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

Louis Goldschmidt

Justice of the Peace -  
Notary Public, the  
Commissioner of Superior Court for  
Fairfield County.

Received for record May 6th,

1918.

at 9 h 00 m A. M.

Recorded by J. H. DeFidel

Ass'town Clerk.

318

Volume 25 PG 318

To all People to whom these Presents shall come,--GREETING:

KNOW YE, THAT I, William A. Borden of the City, Town and County of New Haven in the State of Connecticut

for the consideration of one dollar and other valuable considerations received to my full satisfaction of Edna B. Godfrey, wife of Charles W. Godfrey, both of the town of Wilton in the County of Fairfield in the State of Connecticut

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna B. Godfrey, the following tract of land situate and being in the town of Westport, in said County of Fairfield and State of Connecticut, and bounded and described as follows: viz: Beginning at the shore of Compo Pond, so called on the Western side of the driftway landing into said pond and running Southwesterly to a stake twenty three feet from the large rock marking the entrance of said drift way into said pond; thence Northwesterly fifty feet, more or less to a stake stuck in a wall now in place; thence Northeasterly, along said wall to the shore of said Compo Pond thence Southwesterly along the shore of said pond to the point of beginning.

TO HAVE AND TO HOLD, the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And also, I the said grantor do formy self my heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at, and until the ensconing of these presents well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these presents, bind my self and my heirs forever, to warrant and defend the above granted and bargained premises to her the said grantee her heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this twenty-second day of August A. D. 1906

Signed, Sealed and Delivered in Presence of Albert D. Penney William A. Borden, L.S. Stuart Bidwell.

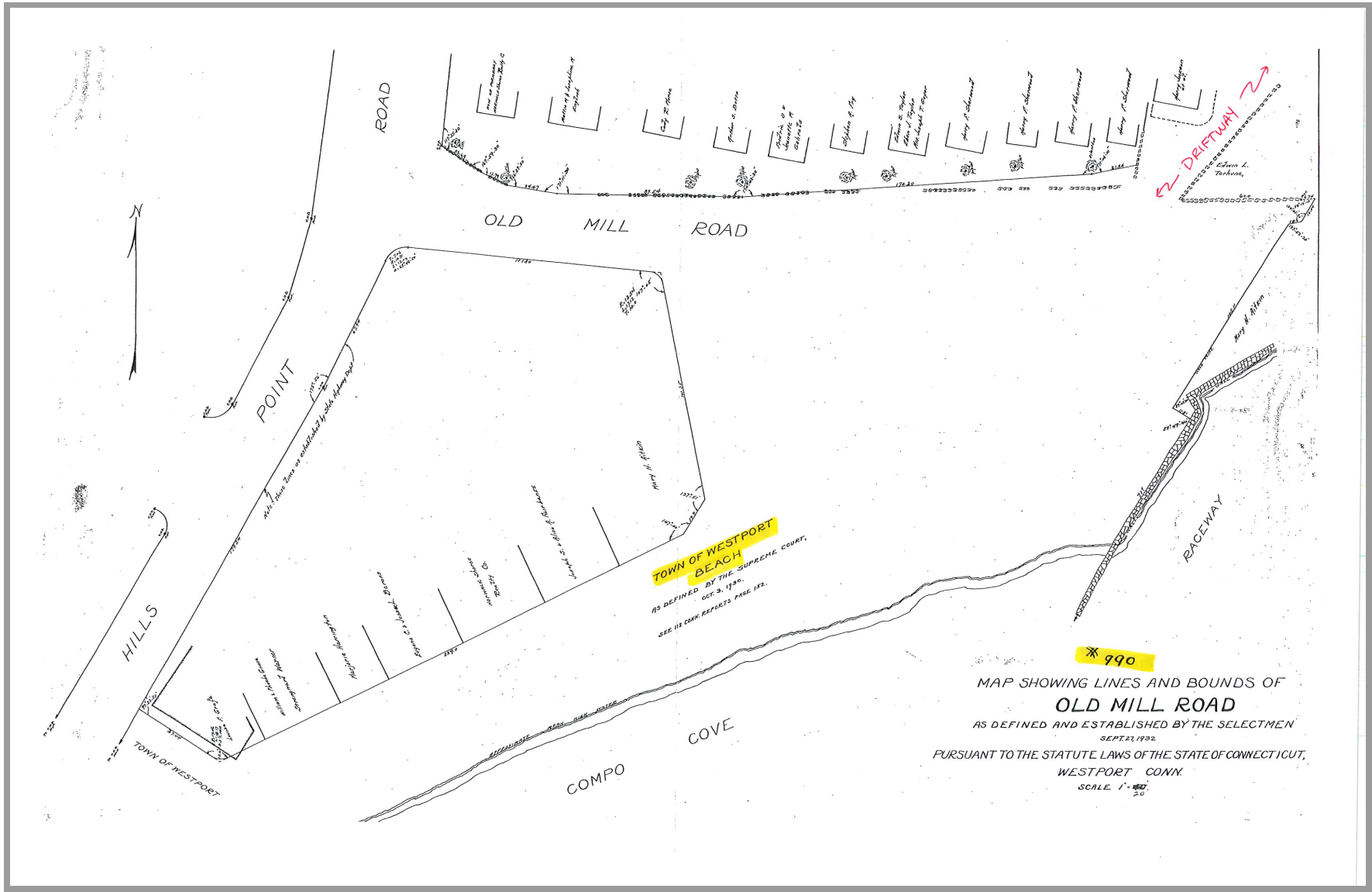
New Haven STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, AUGUST 22 A. D. 1906.

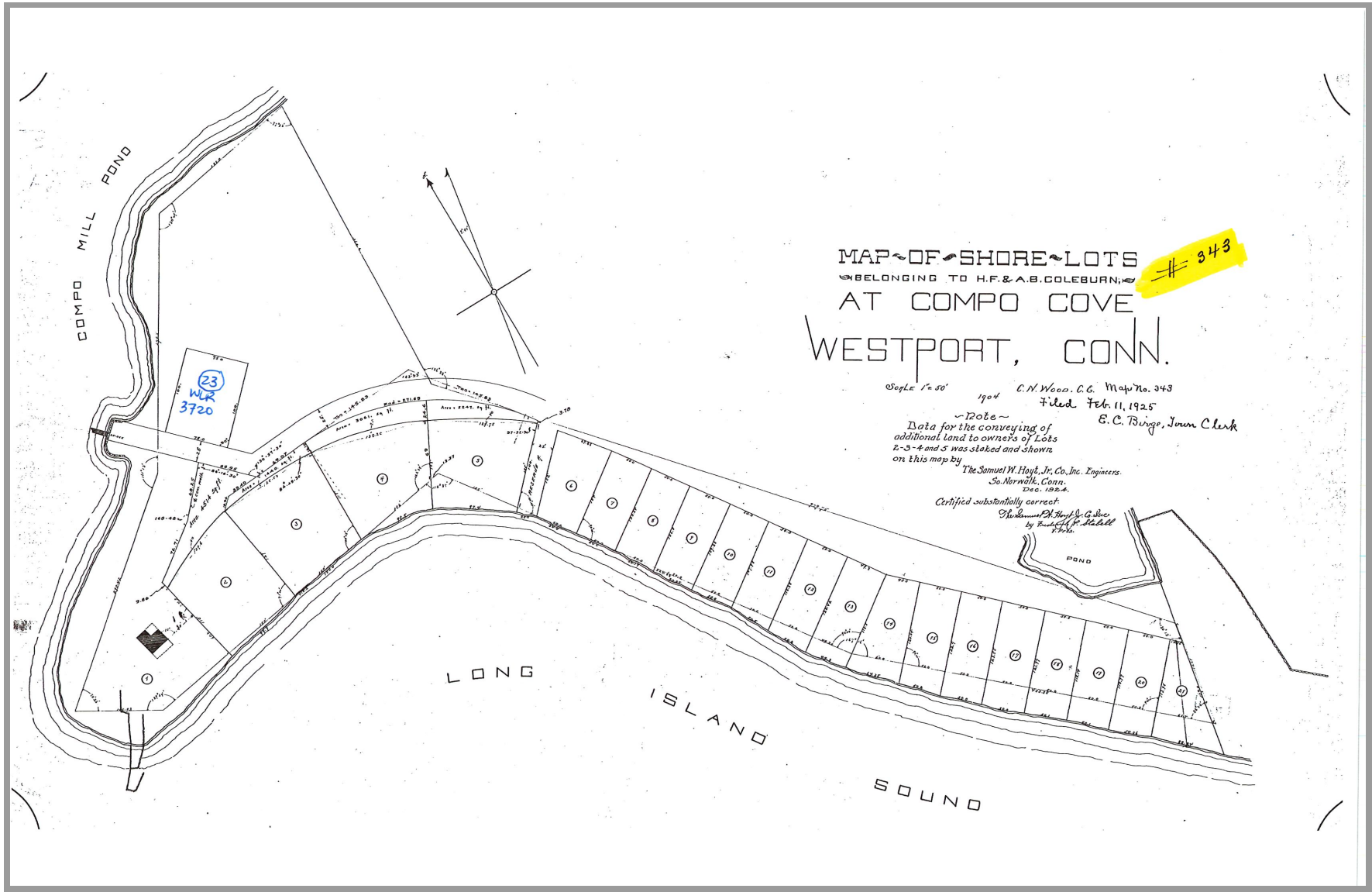
Personally appeared, William A. Borden signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Albert D. Penney Commissioner of Superior Court for New Haven County.

A true Copy of the original. Recorded Sept 5th 1906. at 21. 40 m. P. M. Attest: Mary A. Layzell, Town Clerk.









# 9238 PLOT PLAN

Property surveyed for **Linda R. Martin**

**9238**

Location # 35 Old Mill Road, Westport, Connecticut  
 Shown as "Property of Edward Terhune" on map entitled, "Map of Property at Compo Pond --- Nov. 7, 1908 -- Scale 1"=50'" File Number 91B - Westport Town Clerk's Office

Scale: 1" = 20'

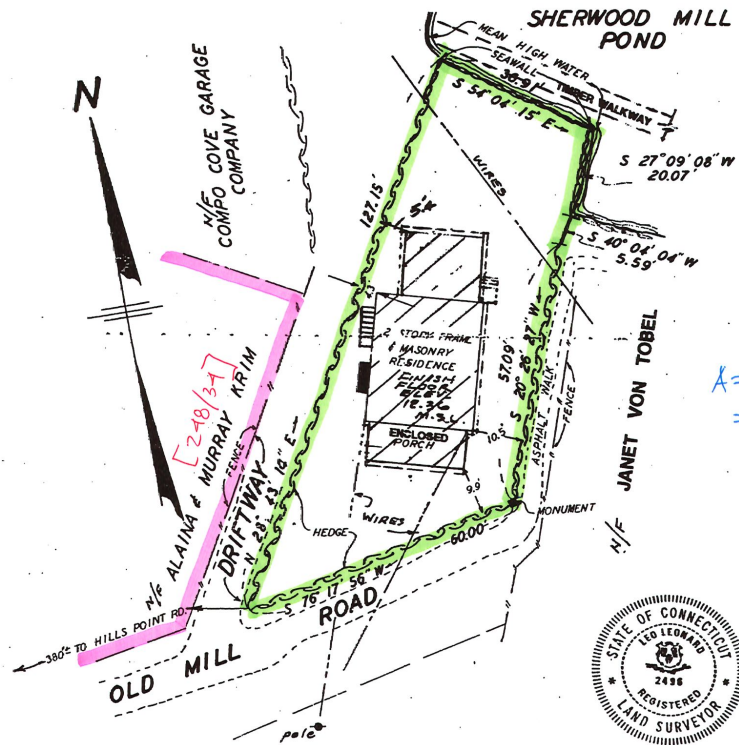
Date: July 25, 1994

**Lot Area = 4,192 Sq. Ft.** "As-Built" - Sept. 21, 1995

Coverage : 1,048 Sq. Ft. = 25.00 %

Premises Situated in "B" Residence Zone and are Shown as Assessor's Lot # 95 on map 5448-1

Note: Coverage computations include chimney and roof overhangs



*A = 4192 SF  
 = 0.0962 AC*

9238

*Rec'd for record  
 by Ruth M. Conway,  
 Asst. Town Clerk Feb. 20, 1998 @  
 9:40 am*

*The owner hereby attests to the fact that this plan is a true and correct copy of the original as defined by the General Statutes of Connecticut and the Town of Westport and may be amended without prior approval of the Planning and Zoning Commission.*

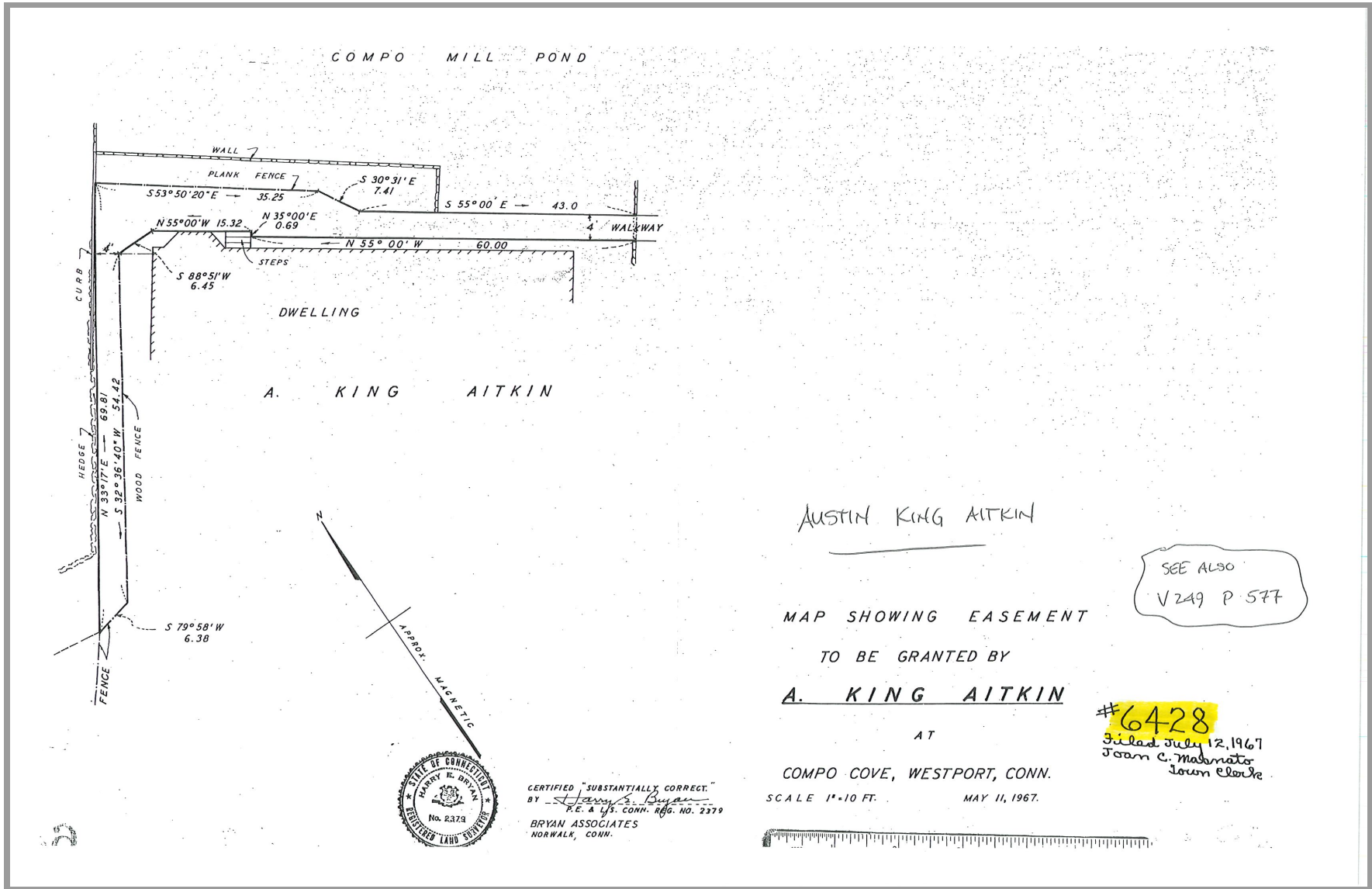
*Leo Leonard  
 2/11/98*

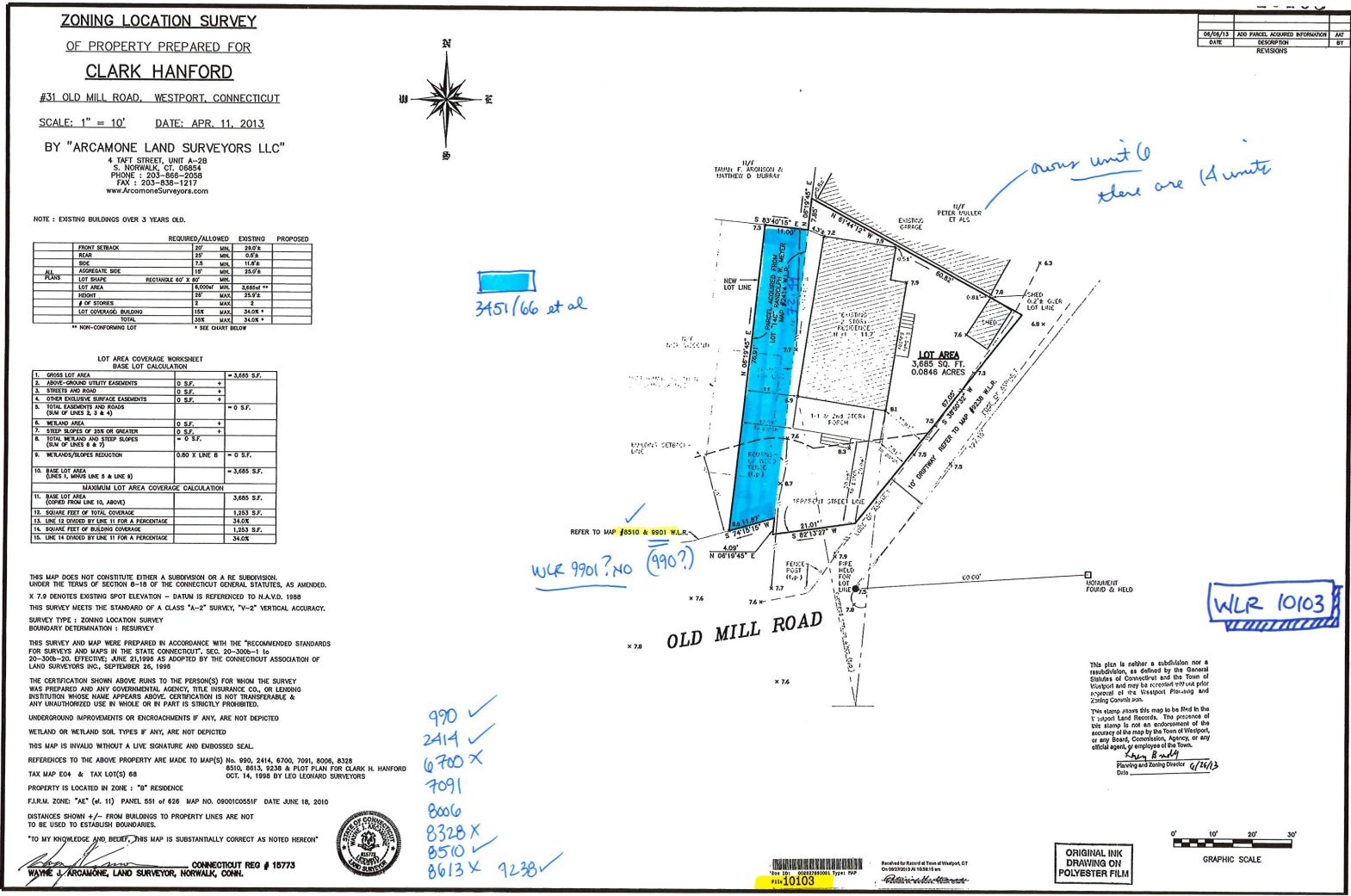
**9238**

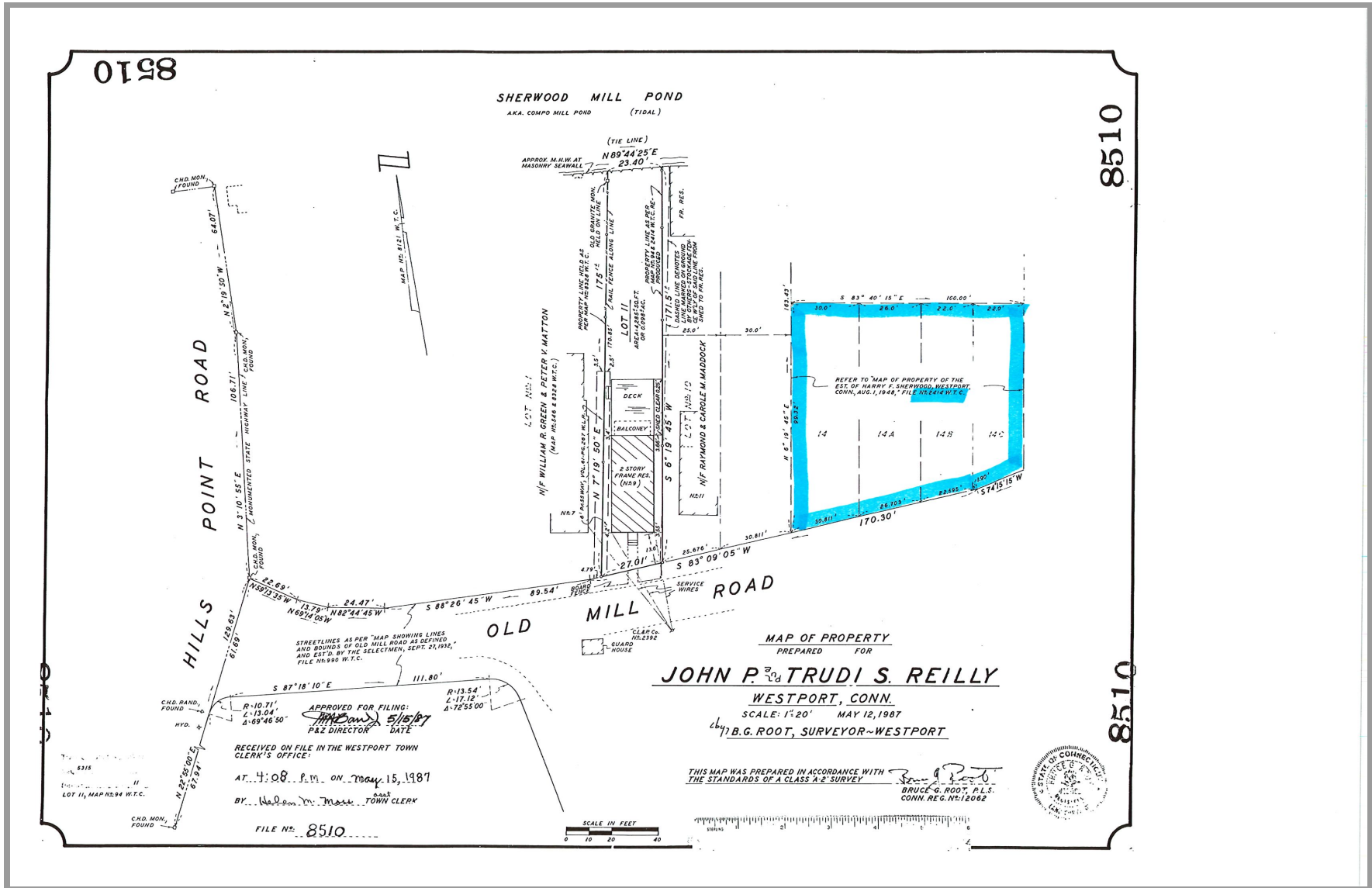
Technical Reproductions Inc.  
 3254 Main Ave. Norwalk, Conn. 06851  
 Tel: (203) 849-8100 Fax: (203) 849-9471  
**WASH-OFF MYLAR**

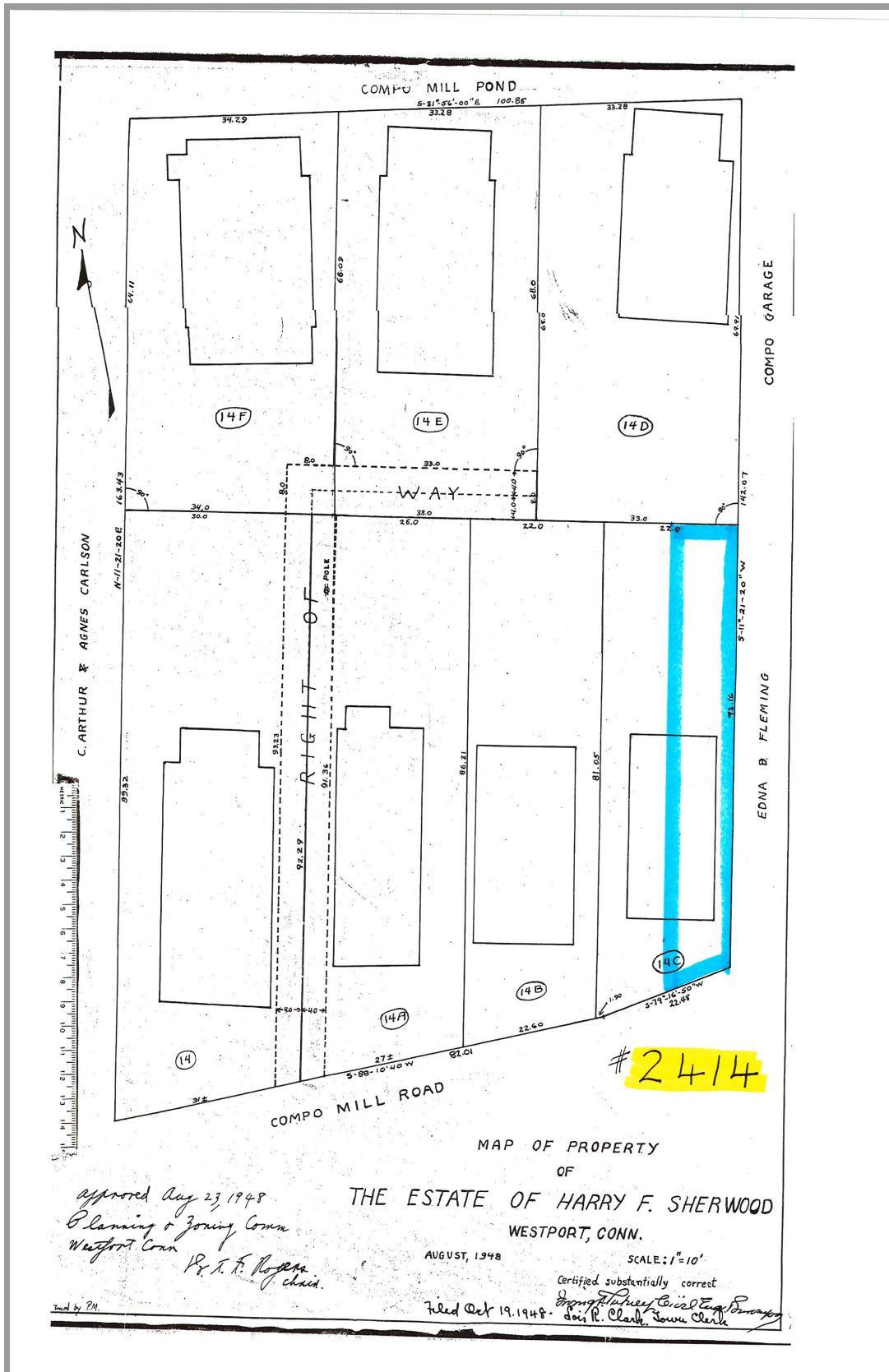
**CERTIFIED "SUBSTANTIALLY CORRECT"**  
**CLASS "A-2" ACCURACY**  
**LEONARD SURVEYORS**  
**WESTPORT, CONN.**

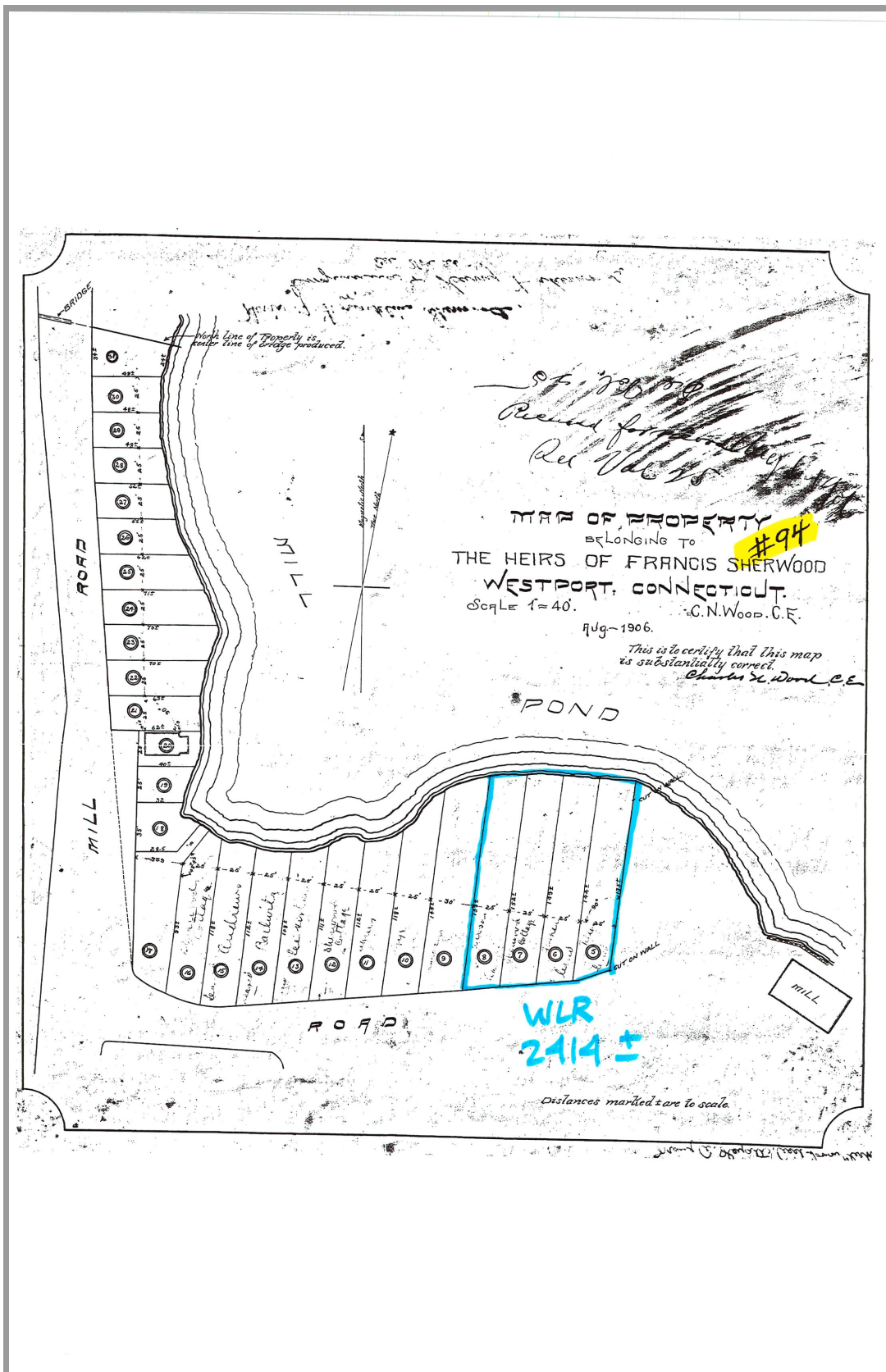
*Leo Leonard*  
 LEO LEONARD - SURVEYOR

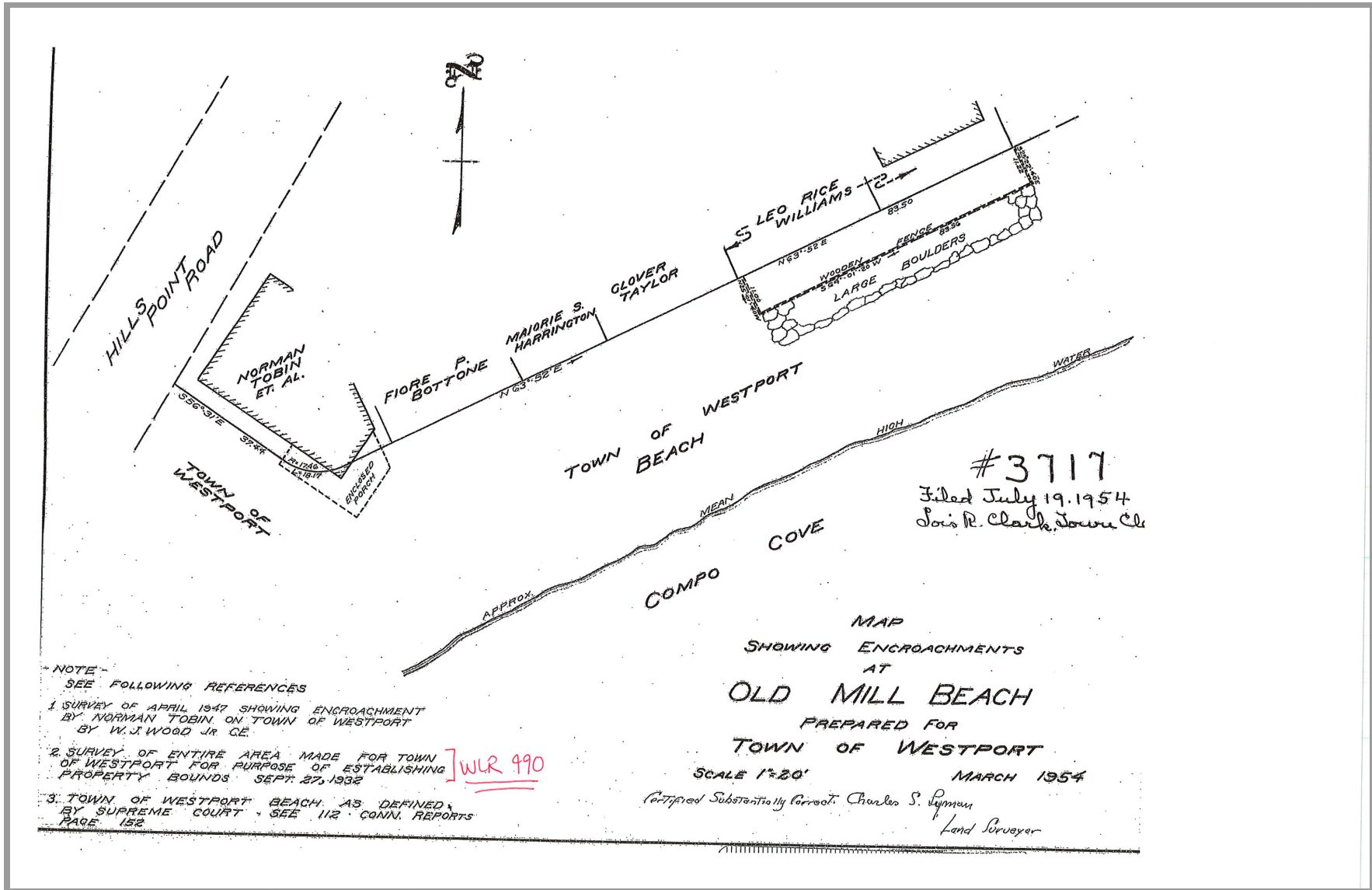












Street: OLD MILL RD N / E / S / W Search By: KSW  
 Project: COMPO MILL TIDE GATES Date: 12/20/2024  
 Sheet: 1

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: <b>38</b>	Town of Westport	3613/153	05/20/2015	W ✓
Map/Lot: E04-098	PARKER, IRENE M.	2339/39	12/15/2003	QC ✓
Area (Acres):	PARKER, ANDREW M. + IRENE M.	1592/147	05/04/1998	W (id.)
WLR Maps: 4480 10 102 1085/1080/10	NEGUS, GAIL R. NEGUS, PHILIP E.	1473/136	09/17/1996	W (id.)
76	BASILI, MARGHERITA	959/7	07/01/1988	EX DEED ✓
<del>House No.:</del>	<del>FRAENKEL, HELENE E. EST.</del>			
<del>Map/Lot:</del>	<del>DOD → 11/07/1987</del>	<del>747/161</del>	<del>05/18/1988</del>	<del>PROB CGRT</del>
<del>Area (Acres):</del>	<del>FRAENKEL, HELENE E.</del>	<del>109/129</del>	<del>05/29/1953</del>	<del>W ✓</del>
<del>WLR Maps:</del>	<del>HARRINGTON, EDNA SLOCUM</del>	<del>65/28</del>	<del>06/04/1935</del>	<del>W ✓</del>
<del>583</del>	<del>HUNT, DOWNS, SUNDERLAND (triangle on WLR 1085)</del>			
House No.:	Harrington, Edna Slocum	44/400	07/27/1925	W ✓
Map/Lot:	BORDEN, WILLIAM A.			
Area (Acres):				
WLR Maps:				
House No.:				
Map/Lot:	<b>FRAENKEL</b> → PLOT 1 → BASILI			
Area (Acres):	<b>Whole Parcel</b> → PLOT 2 → MCGRAW			
WLR Maps:	(WLR 4480)			
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				

Book: 3613 Page: 153 File Number: 6055 Page: 1 of 7

*r/Town Attorney*

**RECORD & RETURN TO**  
 Atty Peter V. Gelderman, Esq.  
 Berchem, Moses & Devlin, P.C.  
 1221 Post Road East, Suite 301  
 Westport, CT 06880

  
 Doc ID: 003748040007 Type: LAN  
 Book 3613 Page 153 - 159  
 File# 6055

*Exempt*  
 CONVEYANCE TAX  
 COLLECTED  
*Patricia H. Thomas*  
 TOWN CLERK OF WESTPORT

**WARRANTY DEED - STATUTORY FORM**

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT **Irene N. Parker** of 38 Old Mill Road, Westport, CT 06880, for consideration of SEVEN HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE & 00/100 DOLLARS (\$724,725.00), grants to **Town of Westport** of 110 Myrtle Avenue, Westport, CT 06880, with WARRANTY COVENANTS, all that certain real property known as **38 Old Mill Road, Westport, CT 06880**, being more particularly described as follows:

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, and shown and designated as **Plot 1** on a certain map entitled 'Map Prepared for Helene E. Fraenkel, Westport Conn. Scale 1' = 20' Feb. 1956 - W.J. Wood, Jr. Civil Eng. & Surveyor', which map is on file in the Office of the Westport Town Clerk as **Map No. 4480**, together with all the rights and appurtenances thereto. **Excepting from said premises the parcel conveyed by deed dated June 1, 1935 and recorded in Volume 65 at Page 27 of the Westport Land Records.**

TOGETHER WITH a rights of way over the paths, board walks and unimproved areas of Plot 2 for access to all public paths and surrounding waters, rights to use, maintain, repair or replace the septic tank, and such or reservations, rights, benefits and privileges as set forth in a deed dated October 31, 1957 and recorded in **Volume 151 at Page 259 of the Westport Land Records** and/or set forth in a deed dated July 1, 1988 and recorded in **Volume 959 at page 7 of the Westport Land Records.**

Said Premises are conveyed subject to:

Said premises are to be conveyed subject to the following:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes of the City or Town in which the premises are situated which become due and payable after the date of the delivery of the deed, which taxes the Purchaser shall assume and agree to pay as part of the consideration for the deed.
3. Public improvement assessments, and/or any unpaid installments thereof, which assessments and/or installments become due and payable after the date of the delivery of the deed, which assessments and/or installments the Purchaser shall assume and agree to pay as part of the consideration for the deed.
4. Riparian rights, littoral rights and/or easements of others in and to the waters of the Compo Mill Pond aka Mill Pond, Compo Mill Cove, the Raceway, so-called, Long Island Sound and to such of the subject premises below the mean high tide mark or beneath the waters thereof, as now or formerly established.
5. Rights of the United States Government, the State of Connecticut and/or the Town of Westport, or any of their departments or agencies, to change and/or alter any harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from present lines.
6. Rights of the United States Government, State of Connecticut and/or the Town of Westport or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.
7. Rights and easements of others in and to any tide gates.
8. Rights and easements of others in and to any pathway, walkway or travel way as may be situated upon, abut and or cross the subject premises.
9. Notice of Variance granted by the Town of Westport, Zoning Board of Appeals dated August 30, 1957 and recorded in Volume 150 at Page 108 of the Westport Land Records.

Book: 3613 Page: 153 File Number: 6055 Page: 2 of 7

10. Rights, rights of way and conditions as set forth in a deed dated October 31, 1957 and recorded in Volume 151 at Page 259 of the Westport Land Records.

11. Agreement in favor of the Town of Westport dated August 26, 1990 and recorded in Volume 1080 at Page 28 of the Westport Land Records. NEW TIDE GATES AT SHERWOOD MILL POND, DREDGING

12. Easement dated December 27, 2006 and recorded in Volume 2762 at Page 304 of the Westport Land Records.

13. Notes, notations, easements, facts and conditions as shown on Map Nos. 1076, 1080, 1085, 4480 and 10102 on file in the Office of the Westport Town Clerk. ✓ ✓ ✓ ✓

14. Such state of facts as an accurate survey and/or physical inspection of the premises might disclose.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

→ V 1080 / P 28 Grantor: Town of Westport  
Grantee: BASILI, MARGHERITA, MILANO  
Filed 11/14/1990

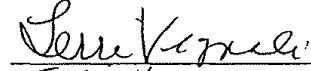
Easement: Parker → McShaw  
V 2762 PG 304 # 38 # 40  
Easement to service, maintain, repair, and replace...  
utilities...

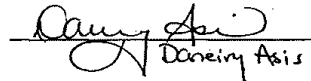
Book: 3613 Page: 153 File Number: 6055 Page: 3 of 7

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this 26 day of May, 2015.

  
Irene N. Parker, Grantor

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

Witness:   
Terri Vignal.

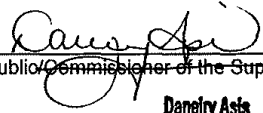
Witness:   
Danelly Asis

STATE OF CONNECTICUT

} ss. Greenwich  
}

COUNTY OF FAIRFIELD

Personally appeared Irene N. Parker, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 26 day of May, 2015.

  
Notary Public/Commissioner of the Superior Court  
Danelly Asis  
Notary Public  
My Commission Expires: 8/31/2017

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SCHEDULE B

The Restrictions, Covenants and Limitations set forth herein shall run with the land and shall be binding on the Grantee and its successors and/or assigns in perpetuity.

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of Connecticut has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated Sept 5, 2014 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in the Town of Westport, Fairfield County, State of Connecticut, and the Town of Westport participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the Town of Westport, acting by and through the Board of Selectmen, has applied for and been awarded federal funds pursuant to an agreement with the State of Connecticut dated Sept 6, 2014 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where

{00782423.DOCX Ver. 1}

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adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii) A public rest room; or

iii) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood-proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance or regulation, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date of the Property settlement, except for pre-existing structures being relocated off the Property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's

{00782423.DOCX Ver. 1}

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responsibility to enforce the easement. This shall be accomplished by one of the following means:

aa) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

bb) Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on July 1 the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

aa) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

bb) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

cc) Bringing an action at law or in equity in a court of competent jurisdiction against any

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or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This Restriction and Covenant may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the Agreement.

6. Severability. Should any provision of this Restriction or Covenant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Received for Record at Westport, CT  
On 05/28/2015 At 9:31:29 am

  
Patricia H. Strause, Town Clerk

{00782423.DOCX Ver. 1}

V65 PG 27  
WARRANTY-VOL. 65

27

To all People to whom these Presents shall come,--GREETING:

KNOW YE, THAT I, Edna Slocum Harrington of the city, county and state of New York,

for the consideration of one dollar and other valuable considerations, being however, less than one hundred (100) dollars, received to my full satisfaction of Town of Westport, a municipal corporation of Fairfield County, Connecticut,

Do Give, Grant, Bargain, Sell and Confirm unto the said Town of Westport,

All that certain tract or parcel of land situate in said town of Westport at Compo Mill Tide Gates, triangular in shape and bounded and described as follows: Commencing at a point in the southeasterly production of northerly line of the plank walk over raceway, which point is 7.04 feet southeasterly as measured along said southeasterly production from a cut in the present concrete walk; thence said southeasterly production from a cut in the present concrete walk; thence running in a general westerly and northwesterly direction on a line which is 2 feet distant from and parallel with the southerly side of the present concrete walk to the northwesterly face of the stone abutment; thence in a northeasterly direction along the face of said stone abutment 6 feet more or less to the northerly line of said plank walk; thence running southeasterly in the southeasterly production of the northerly line of the plank walk over raceway 15 feet more or less to the point or place of beginning.

Together with the right to maintain replace and operate in substantially their present location the tide gates located on the stone abutment formerly the northwest bound of premises owned by the said Edna Slocum Harrington.

For a more particular description, reference is hereby made to "Map showing parcel of land to be conveyed to Edna Slocum Harrington at Compo Mill Gates, Scale 1"-5ft." Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn.

WLR 1085

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto it the said grantee, its heirs, executors and assigns, forever, to it and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee its heirs, executors and assigns, that at, and until the sealing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinafter mentioned.

1. Zoning laws and ordinances of the Town of Westport.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my successors heirs forever to warrant and defend the above granted and bargained premises to it the said grantee its heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 1st day of June A.D. 1935.

Signed, Sealed and Delivered }  
in presence of } Edna Slocum Harrington [SEAL]  
W. Bradley Kellogg [SEAL]  
Hereward Wake [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss, WESTPORT, June 1st, A.D. 1935

Personally appeared Edna Slocum Harrington  
signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

Hereward Wake  
Notary of the State of Connecticut  
Commissioner of Superior Court  
for Fairfield County.

Received for Record June 4, 1935

at 3:45 P.M. Recorded by W. A. Krause Town Clerk.

V151 PG 259

VOL151 PAGE 259

Form 53 Connecticut QUIT CLAIM DEED

TUTTLEMAN REGISTRARS & PAT OFFICE  
Tuttle Law Print Publishers Rutland VT

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

Know Ye, That I, **HELENE E. FRAENKEL**, of the Town of Westport,  
County of Fairfield and State of Connecticut,

for the consideration of One dollar and other valuable considerations,

received to my full satisfaction of **FRANCES McGRAW**, also of said Town of  
Westport,

do remise, release, and forever QUIT-CLAIM unto the said **FRANCES McGRAW**,  
her

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

I the said releasor have or ought to have in or to ALL that certain tract or parcel of land, with the buildings thereon, situate in said Town of Westport, shown and designated as Plot #2 on "Map Prepared For Helene E. Fraenkel, Westport, Conn. Scale 1" = 20' Feb. 1956" W.J. Wood, Jr. Civil Eng. & Surveyor, which map is on file in the office of the Town Clerk of said Town of Westport and is numbered 4480. Said Plot 2 is bounded and described as follows:

COMMENCING at a point located on a line which is a continuation of the Northerly line of the foot bridge, which point is shown on said map as being in the circular area between the two (2) foot-paths, running thence Southerly 15.5 feet to a point midway between the two houses; thence Southwesterly along the midline between said two houses 22 feet to the Southerly end of the board walk; thence Northwesterly along the Southerly edge of said board walk 10 feet to a point opposite the Westerly side of the steps leading down from said board walk; thence southerly along the Westerly side of said steps to the bottom thereof, and thence Northwesterly 19.5 feet to a point in the southern most part of the foundations surrounding the Fraenkel porch; thence Southwesterly 26 feet to a point located 15 feet Southerly from the Northerly boundary of said Plot #1 on a line perpendicular to said Northerly boundary; thence Southwesterly in a straight line parallel to said Northerly boundary 85 feet to a point; thence Southerly at right angles to said last mentioned line 75 feet to the main stream from Compo Mill pond; thence Northeasterly along the main stream from Compo Mill pond as shown on said map to the Northerly boundary of said Plot 2; thence Northwesterly along land now or formerly of Hunt, Downs & Sunderland to the point or place of beginning.

TOGETHER with a Right of Way over the paths, board walks and unimproved areas of Plot #1 for access to all public paths and surrounding waters; TOGETHER with the right to use, maintain, repair or replace the septic tank serving the house located on Plot #2 as it presently exists. RESERVING to Releasor, her heirs and assigns, a Right of Way over the paths, board walks and unimproved areas of Plot #2 for access to all public paths and the surrounding waters, and RESERVING to Releasor, her heirs and assigns, the right to use, maintain, repair or replace the septic tank serving the house on Plot #1 as it presently exists.

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The following covenants and restrictions are deemed to run with the land and shall be binding upon and enure to the benefit of the RELEASOR AND RELEASEE, their heirs and assigns:

1. Each of the owners shall be obligated to pay one-half of the moneys necessary for the upkeep of the common walks, the septic tanks, the water pipes or the unused lands, or for the use of piped water. In case either of the owners fails to pay her share, the other owner may pay the entire amount and one-half of the amount paid shall be a lien on the land of the defaulting owner.
2. No new structure shall be built or substantial extension made to any existing structure by either owner without the consent of the other. If either of the houses is destroyed by fire or other casualty, it shall be rebuilt so as not to be substantially larger than it previously was at the time of the fire or other casualty.
3. No owner may sell her property or rent the same (except for a single summer season at a time) without first offering to the other owner an opportunity to buy or rent the property on the same terms of any bona-fide offer. In case the other owner accepts a rental offer, she shall have the right to sublet.
4. Such offer to buy or rent shall be made in writing, delivered in person if the party to whom the offer is made is then living in Westport; otherwise it shall be mailed to her New York address. If such offer is not accepted by the other owner within thirty (30) days after it shall have been made, then the first owner shall be free to sell or rent the property to the outsider on the terms stated in the offer, but the purchaser or tenant shall be subject to all the foregoing covenants.

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

Releasee her

heirs and assigns forever, so that neither I the Releasor nor my heirs nor any other person under me or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 31 day of October A. D. 19 57.

Signed, Sealed and Delivered in presence of

Helene E. Fraenkel Helene E. Fraenkel
D. Gal
C. Pan Hoff

State of Connecticut } ss. 31 October A. D. 19 57.
County of New York

Personally Appeared HELENE E. FRAENKEL
Signer and Sealer of the foregoing Instrument, and acknowledged the same to be her

free act and deed

before me: NORMAN Y. DRISCOLL Notary Public
NOTARY PUBLIC, State of New York
No. 30-6103150
Qualified in Nassau County
Certificate Filed in Nassau County
Certificate Filed in New York County
Commission Expires March 26, 1958

and recorded by Lois R. Clark Westport Town Clerk
received for record Nov 7, 1957 at 11:40 AM.

VOL 2339 PG 039

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

Know Ye, That I, ANDREW M. PARKER and IRENE N. PARKER, of 38 Old Mill Road, Westport, Connecticut 06880 ("Releasers"), for the consideration of one (\$1.00) dollar and other good and valuable consideration, received to our full satisfaction of IRENE N. PARKER of 38 Old Mill Road, Westport, Connecticut 06880 ("Releasee"), do remise, release and forever QUIT-CLAIM unto the said IRENE N. PARKER, her heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as we, the said Releasers, have or ought to have in or to

ALL THAT CERTAIN PIECE OF PROPERTY DESCRIBED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasee, her heirs and assigns forever, so that neither we, the Releasers nor our heirs nor any other person under us or them shall hereafter have any claim, right or title in or to the premises, or any part hereof, but therefrom we and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12<sup>th</sup> day of December, 2003.

Signed, Sealed and Delivered in the Presence of:

[Signature] Tom S. Worrel, Jr.

[Signature] Andrew M. Parker

[Signature] Christina Szorenski

[Signature] Tom S. Worrel, Jr.

[Signature] Irene N. Parker

[Signature] Christina Szorenski

STATE OF Connecticut ) ) ss: General ) COUNTY OF Fairfield )

On this the 12<sup>th</sup> day of December, 2003, before me, the undersigned officer, personally appeared Andrew M. Parker known to me or satisfactorily proven to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand. [Signature] Notary Public Tom S. Worrel, Jr. Commissioner of the Superior Court





VOL 2339 PG 041

SCHEDULE A

ALL that certain tract or parcel of land, with the building located thereon, situated in the Town of Westport, County of Fairfield and state of Connecticut, and shown and designated as Plot 1 on "Map Prepared for Helene E. Fraenkel, Westport, Conn. Series 1-20", Feb. 1956" W.J. Wood, Jr., Civil Eng. & Surveyor, which map is on file in the office of the Town Clerk of said Town of Westport and is numbered 4480. Excepting from said premises the parcel conveyed by Edna Shocum Harrington to the Town of Westport by deed dated June 1, 1933 and recorded in Volume 65 at Page 27 of the Westport Land Records.

Also one other tract of land situated in the Town of Westport, to the West of the above-described tract, being a small stone pier, bounded:

Northerly by land of Herman C. Bumpus, and on all other sides by the waters of the stream running from Cospo Mill Pond.

Together with a Right of Way over the paths, board walks and unimproved areas of Plot #2 for access to all public paths and the surrounding waters.

Together with a Right of Way over the paths, board walks and unimproved areas of Plot #2 for access to all public paths and the surrounding waters.

Together with the right to use, maintain, repair or replace the septic tank serving the house on Plot 1 as it presently exists.

RECEIVED FOR RECORD DECEMBER 15, 2003 AT 4:16 P.M.

BY Patricia H. Strauss  
WESTPORT TOWN CLERK

Book: 959 Page: 7 File Number: 55 Page: 1 of 2

V 959 P 7

959-0007

C36 - Executor's or Administrator's Deed

MEA

ALL-STATE LEGAL SUPPLY CO.  
289 Shelton St., Mountonside, N. J. 07092

# To all People to Whom these Presents shall Come. Greeting:

Know Ye, That I, NANCY F. WECHSLER,

Executrix of the will of HELENE E. FRAENKEL late of Westport, Connecticut, deceased, by virtue of Article SIXTH of the Last Will and Testament of Helene E. Fraenkel and by appointment of the Probate Court, District of Westport, on May 3, 1988,

and in consideration of the sum of TWO HUNDRED SEVENTY THOUSAND (\$270,000.00) Dollars and 00/100 cents, received to my full satisfaction of Joan M. Hyde  
Town Clerk of Westport

MARGHERITA BASILI

do grant, bargain, sell and confirm unto the said grantee all the right, title, interest, claim and demand which the said Helene E. Fraenkel had at the time of her decease, or which I as such Executrix have or ought to have, in and to a certain piece or parcel of land, with the buildings thereon, situated in the Town of Westport, County of Fairfield, and State of Connecticut, and bounded and described as follows:

All that certain tract or parcel of land, with the building located thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, and shown and designated as Plot 1 on "Map Prepared For Helene E. Fraenkel, Westport, Conn. Scale 1" = 20', Feb. 1956" W.J. Wood, Jr., Civil Eng. & Surveyor, which map is on file in the office of the Town Clerk of said Town of Westport and is numbered 4480. Excepting from said premises the parcel conveyed to Edna Slocum Harrington to the Town of Westport by deed dated June 1, 1935 and recorded in Volume 65 at Page 27 of the Westport Land Records.

Also one other tract of land situated in the Town of Westport, to the West of the above-described tract, being a small stone pier, bounded:

Northerly by land of Herman C. Bumpus, and on all other sides by the waters of the stream running from Compo Hill Pond.

Together with a Right of Way over the paths, boardwalks and unimproved areas of Plot #2 for access to all public paths and the surrounding waters.

Together with the right to use, maintain, repair or replace the septic tank serving the house on Plot 1 as it presently exists.

Said premises are conveyed subject to the encumbrances set forth on Schedule "B" attached hereto and made a part hereof.

To Have and to Hold the above granted and bargained premises with the appurtenances thereof, unto her, the said grantee, her heirs and assigns to her and their own proper use and benefit forever. And I, the said executrix do hereby covenant with her, the said grantee, her heirs and assigns, that I have full power and authority, as executrix aforesaid, to grant and convey the above described premises in manner and form aforesaid and for myself and my heirs, executors and administrators I do further covenant to warrant and defend the same to her, the said grantee, her heirs and assigns, against the claims of any person or persons whomsoever, claiming by, from or under me as executrix aforesaid.

In Witness Whereof, I, as such executrix, have hereunto set my hand and seal this 1st day of July A. D. 1988.

Signed, Sealed and Delivered in presence of

*[Signature]*  
Roger Keifer

*[Signature]*  
Nancy F. Wechsler

BOOK 959 PAGE 0008

State of Connecticut  
County of Fairfield

} ss. Westport

July 1 A. D. 19 88

Personally appeared Nancy F. Wechsler,

the signer and sealer of the foregoing instrument, who acknowledged that she executed the same in the capacity and for the purpose therein stated, and that the same is her free act and deed before me.

  
Vincent S. Titola  
Notary Public  
Justice of the Peace  
Commissioner of the Superior Court

SCHEDULE "B"

**SUBJECT TO:**

1. Building and setback lines, if established, and any and all provisions of any federal, state or local law or ordinance, municipal regulation or public or private law, including, but not limited to planning and zoning, building, inland wetlands and coastal management.
2. Any state of facts that an accurate, closed ground survey or an inspection of said premises, or both, might disclose provided same does not render title unmarketable.
3. Any assessments or pending assessments for which a lien or liens have not as yet been filed in the office of the Westport Town Clerk.
4. Tax and/or municipal improvement assessments or any installment thereof of the Town of Westport hereafter becoming due and payable, which taxes and/or assessments the Grantee shall assume and agree to pay as part of the consideration for this conveyance.
5. Rights of others, statutory or common law, in and to any ponds, brooks, streams or other watercourses, including the uninterrupted flow thereof, which may be located in, on, bordering, passing through or under said premises.
6. Title to land under rights of way appurtenant to the premises.
7. The rights of the owners of Plot #2 over the paths, boardwalks and unimproved areas of Plot #1 for access to all public paths and the surrounding waters.
8. The rights of the owners of Plot #2 to use, maintain, repair or replace the septic tank serving the house located on Plot #2 as it presently exists.
9. Covenants and restrictions contained in a Quit-Claim Deed from Helene E. Fraenkel to Frances McGraw dated October 31, 1957 and recorded on November 7, 1957 in Volume 151 at Page 259 of the Westport Land Records. ✓
10. Rights of others in and to any land now or formerly lying in the bed of Long Island Sound, its arms, branches or tributaries by Compo Mill Cove Pond.
11. The rights of the United States Government, the State of Connecticut and the Town of Westport, or any of their departments or agencies to establish or alter harbor, bulkhead or pierhead lines, to regulate and control the use of the piers, bulkhead, land under water and land adjacent thereto.
12. Rights of others in, to and over any land lying below the present or any former high water line of Long Island Sound.
13. Rights, if any, of the public, acquired by previous adverse use of, or by virtue of local custom with respect to the special nature of, seaside beaches, to use any part of the land seaward of the extreme high water line as a public beach or recreation area.

Received for record July 1, 1988 at 1:18 P. M. and recorded by Jean M. Hyde  
Westport Town Clerk

V 109 PG 129

129

WARRANTEE Vol. 109

To all People to whom these Presents shall come.—Greeting:

Know Ye, THAT I, Edna Slocum Harrington, of Boston, Massachusetts,

for the consideration of One dollar and other valuable considerations,

received to my full satisfaction of Helene E. Fraenkel, of New York City, New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Helene E. Fraenkel, All that certain tract or parcel of land, with the buildings thereon, situate in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows: Northerly by land of the Town of Westport, being a Right of Way; Southeasterly and Northeasterly by land of Hunt, Downs and Sunderland; again Southeasterly and Southerly by the main stream of Compo Creek; Southwesterly by Long Island Sound; Northwesterly by Race-Way in part, and in part by land of the Town of Westport,

ALSO one other tract of land situate in said Town of Westport, to the West of the above described tract, being a small stone pier, bounded: Northerly by land formerly of Herman C. Bumpus, and on all other sides by the waters of the stream running from Compo Mill Pond.

Being the same premises conveyed to Edna Slocum Harrington by deed dated July 25, 1925, recorded Westport Land Records, Vol. 44 Page 400, and conveyed by Hunt, Downs and Sunderland to said Edna Slocum Harrington by deed dated May 22nd, 1935, recorded said records, Vol. 65 Page 28, EXCEPTING from said premises the parcel conveyed by Edna Slocum Harrington to the Town of Westport by deed dated June 1, 1935, recorded said records, Vol. 65 Page 27.

- Said premises are subject to: 1. Laws and Ordinances; 2. Taxes hereafter becoming due and payable.



To Have and to Hold the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said Grantee, her heirs and assigns forever, to her and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at and until the sealing of these presents I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have X good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above mentioned.

And Furthermore, I the said grantor do by these Presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of May A. D. 1953.

Signed, Sealed and Delivered } Edna Slocum Harrington [SEAL]
In presence of }
Edward E. Garlick [SEAL]
John A. O'Connor Jr. [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, SS., WESTPORT, May 29th, A. D. 1953.

Personally appeared Edna Slocum Harrington

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

Edward E. Garlick Commissioner of Superior Court

Received for Record May 29, 1953.

at 3:30 p.m., and Recorded by Lois R. Clark, Town Clerk

28

V 65 PG 28  
WARRANTY-VOL. 65

**To all People to whom these Presents shall come,—GREETING:**

KNOW YE, THAT We, I. Leon Hunt, Morris Downs, Victor L. Sunderland, all of the town of Westport, county of Fairfield and state of Connecticut,

for the consideration of one dollar and other valuable considerations, being however, less than one hundred (100) dollars, received to our full satisfaction of Edna Slocum Harrington of the city, county and state of New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna Slocum Harrington, All that certain tract or parcel of land situate in said Town of Westport at Compo Mill Tide Gates, so called, bounded and described as follows: Commencing at a point in the southeasterly production of the northerly line of the plank walk over raceway which point is 7.04 feet southeasterly from a cut on the concrete walk as measured along said production of the northerly line of said plank walk; thence N 89d. 57' E along a line which is 2 feet distant from and parallel with the southerly edge of concrete side walk 21.59 feet to a point; thence S 35d. 00' W. 12.40 feet to a point in northwesterly line of property of Edna Slocum Harrington; thence N 55d. 00' W along land of Edna Slocum Harrington which line is the southeasterly production of northerly line of said plank walk 17.68 feet to the point or place of beginning.

For a more particular description reference is hereby made to "Map showing parcel of land to be conveyed to Edna Slocum Harrington at Compo Mill Tide Gates, Westport, Conn." scale 1"-5 ft. 1935 Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn. which map is to be filed in office of the Town Clerk of said Town of Westport, simultaneously herewith.

WLR 1085

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And also, we the said grantors do for ourselves, our heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at, and until the sealing of these presents we are well seized of the premises as a good indefeasible estate in SEE SIMPLE; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except hereinafter mentioned: 1. zoning laws and ordinances of the town of Westport.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee her heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 22nd day of May, A. D. 1935.

Signed, Sealed and Delivered }  
in presence of } I. Leon Hunt [SEAL]  
Hereward Wake } Morris Downs [SEAL]  
Kathelyne A. Reichert } Victor L. Sunderland [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT, May 22nd, A. D. 19 35

Personally appeared I, Leon Hunt, Morris Downs and Victor L. Sunderland  
signer and sealer of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

Hereward Wake  
~~Notary Public~~  
Commissioner of Superior Court  
for Fairfield County.

Received for Record June 4, 1935  
at 3:45 P.M.

Recorded by W. A. Cause Town Clerk.

V 44 PG 400

400

WARRANTY—VOL. 44

To all People to whom these Presents shall come,—GREETING:

KNOW YE, THAT I, William A. Borden, of the town of New Haven, county of New Haven and state of Connecticut,

for the consideration of one dollar and other valuable considerations received to my full satisfaction of Edna Slocum Harrington of the city of New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna Slocum Harrington that certain tract or parcel of land with buildings thereon, bounded northerly on land formerly of Hermon C. Bumpus; easterly on the main Stream of Compo Creek; southerly on Long Island Sound; westerly on Raceway in part and in part on land of Hermon C. Bumpus.

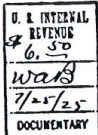
Also another tract of land situate near the above described tract, being a small dock, bounded northerly on land of Hermon C. Bumpus and on all other sides by the waters of the streams running from Compo Mill Pond. with rights of way to both said tracts.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at, and until the encasing of these presents I am well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee her heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of July A. D. 19 25

Signed, Sealed and Delivered in presence of Harry H. Sherwood Eva Gardin Shroyer



William A. Borden [SEAL] [SEAL] [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTFORD, July 25 A. D. 19 25.

Personally appeared William A. Borden

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

HARRY H. SHERWOOD, Justice of the Peace, Salary Public, Commissioner of Superior Court for Fairfield County.

Received for Record July 27, 1925

at 9:10 A. M.

Recorded by

Handwritten signature: E. A. Borge

Town Clerk.

Street: OLD MILL ROAD N / E (S) / W Search By: KSW  
 Project: COMPO MILL TIDE GATES Date: 12/26/2024  
 Sheet: 1

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: <u>10</u>	<u>Town of Westport</u>	<u>3613/166</u>	<u>05/28/2015</u>	<u>W ✓</u>
Map/Lot: <u>E04-097</u>	<u>Mc GRAW, PATRICIA MARIE</u>	<u>2456/347</u>	<u>09/02/2004</u>	<u>QC (id.)</u>
Area (Acres):	<u>McGRAW, FRANCES</u> <u>McGRAW, PATRICIA MARIE</u>	<u>1804/129</u>	<u>10/03/2000</u>	<u>QC (id.)</u>
WLR Maps: <u>4480</u> <u>10102</u>	<u>McGRAW, FRANCES</u> <u>McGRAW, PATRICIA MARIE</u>	<u>1610/325</u>	<u>07/07/1998</u>	<u>QC (id.)</u>
<u>1085/1080/1076</u>	<u>McGRAW, FRANCES</u>	<u>151/259</u>	<u>11/07/1957</u>	<u>QC ✓</u>
House No.:	<u>FRAENKEL, HELENE E.</u>	<u>109/129</u>	<u>05/29/1953</u>	<u>W ✓</u>
Map/Lot:	<u>HARRINGTON, EDNA SLOCUM</u>	<u>65/28</u>	<u>06/04/1935</u>	<u>W ✓</u>
Area (Acres):	<u>HUNT, DOWNS, SUNDERLAND</u> <u>(triangle on WLR 1085)</u>			
WLR Maps:	<u>Harrington, Edna Slocum</u> <u>BORDEN, WILLIAM A.</u>	<u>44/400</u>	<u>07/27/1925</u>	<u>W ✓</u>
House No.:				
Map/Lot:	<u>FRAENKEL</u> → PLOT 1 → BASIU			
Area (Acres):	<u>Whole Parcel</u> → PLOT 2 → Mc GRAW			
WLR Maps:	<u>(WLR 4480)</u>			
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				

Book: 3613 Page: 166 File Number: 6057 Page: 1 of 8

*R/Town Attorney*



Doc ID: 003748060008 Type: LAN  
Book 3613 Page 166 - 173  
File# 6057

**WARRANTY DEED**

*To all People to Whom These Presents shall Come, Greeting:*

Know Ye, That **PATRICIA MARIE MCGRAW**, of the Town of Westport, County of Fairfield, and State of Connecticut, herein designated as the Grantor, for the consideration of **ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION** received to Grantor's full satisfaction from **THE TOWN OF WESTPORT**, a Municipal Corporation with offices at 110 Myrtle Avenue, Westport, Connecticut 06880, herein designated as the Grantee, does hereby give, grant, bargain, sell and convey to the Grantee:

ALL THAT CERTAIN piece or parcel of real property as described in SCHEDULE "A" attached hereto and made a part hereof.

**To Have and to Hold** the premises hereby conveyed with the appurtenances thereof, unto the Grantee and unto the Grantee's heirs, successors and assigns forever and to the Grantee and its own proper use and behoof, and the Grantor does, for herself, covenant with the Grantee, its heirs, successors and assigns that the Grantor is well seized of the premises as a good indefeasible estate in FEE SIMPLE; and has good right to grant and convey the same in manner and form as herein written and the same are free from all encumbrances whatsoever, except as herein stated.

**And Furthermore**, the Grantor does by these presents bind herself and her heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantee and its heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, person, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

*Exempt*  
CONVEYANCE TAX  
COLLECTED  
*Patricia H. Haines*  
TOWN CLERK OF WESTPORT

Book: 3613 Page: 166 File Number: 6057 Page: 2 of 8

In Witness Whereof, the Grantor has hereunto set her hand and seal this 20<sup>th</sup> day of May, 2015.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
(Witness)

Patricia Marie McGraw  
Patricia Marie McGraw

[Signature]  
(Witness)

STATE OF Massachusetts )  
  )     ss:  
COUNTY OF Barnstable    )

Personally appeared, Patricia Marie McGraw, signer and sealer of said instrument, and acknowledged the same to be her free act and deed, before me, on the 20<sup>th</sup> day of May, 2015.

Tanya Adams  
Notary Public  
My Commission Expires: 3/18/22



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## SCHEDULE A - DESCRIPTION

### LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, and shown and designated as Plot 2 on a certain map entitled "Map Prepared for Helene E. Fraenkel, Westport Conn. Scale 1" = 20' Feb. 1956 - W.J. Wood, Jr. Civil Eng. & Surveyor", which map is on file in the Office of the Westport Town Clerk as Map No. 4480, together with all the rights and appurtenances thereto.

TOGETHER WITH right of way and such rights, as may exist, as set forth in a deed dated October 31, 1957 and recorded in Volume 151 at Page 259 of the Westport Land Records.

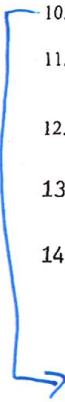
TOGETHER WITH such rights, benefits, privileges and easements as set forth in that certain Easement dated December 27, 2006 and recorded in Volume 2762 at Page 304 of the Westport Land Records.

(see condition 10 next page)

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SUBJECT TO:

1. Riparian rights, littoral rights and/or easements of others in and to the waters of the Compo Mill Pond aka Mill Pond, Compo Mill Cove, the Raceway, so-called, Long Island Sound and to such of the subject premises below the mean high tide mark or beneath the waters thereof, as now or formerly established.
2. Rights of the United States Government, the State of Connecticut and/or the Town of Westport, or any of their departments or agencies, to change and/or alter any harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from present lines.
3. Rights of the United States Government, State of Connecticut and/or the Town of Westport or any federal, state or local governmental department or agency to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.
4. Rights and easements of others in and to any tide gates.
5. Rights and easements of others in and to any pathway, walkway or travel way as may be situated upon, abut and or cross the subject premises.
6. Notice of Variance granted by the Town of Westport, Zoning Board of Appeals dated August 30, 1957 and recorded in Volume 150 at Page 108 of the Westport Land Records.
7. Rights, reservations, covenants, restrictions, terms and conditions as set forth in a deed dated October 31, 1957 and recorded in Volume 151 at Page 259 of the Westport Land Records.
8. Notice of Order to Connect to Public Sewer System Pursuant to Connecticut General Statutes dated April 17, 2003 and recorded in Volume 2180 at Page 292 of the Westport Land Records.
9. Certificate of Notice of Installment Payment of Assessment of Benefits as recorded in Volume 2846 at Page 143 of the Westport Land Records.
10. Easement dated December 27, 2006 and recorded in Volume 2762 at Page 304 of the Westport Land Records.
11. Notice of Certificate Issuance by the State of Connecticut, Department of Energy & Environmental Protection recorded in Volume 3467 at Page 330 of the Westport Land Records.
12. Notes, notations, easements, facts and conditions as shown on Map Nos. 1076, 1080, 1085,4480 and 10102 on file in the Office of the Westport Town Clerk.
13. Real Estate Taxes to the Town of Westport on the Grand List of October 1, 2014, and thereafter, next becoming due and payable, which the Grantee assumes and agrees to pay.
14. Sewer Use Charges to the Town of Westport on the Grand List of October 1, 2014, and thereafter, next becoming due and payable, which the Grantee assumes and agrees to pay.



V 2762 P 304

Easement

~~Grantee Town of Westport~~

Parker  
# 38

→ Mc Graw  
# 40

Easement to service, maintain, repair, and replace...  
utilities

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SCHEDULE B

The Restrictions, Covenants and Limitations set forth herein shall run with the land and shall be binding on the Grantee and its successors and/or assigns in perpetuity.

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of Connecticut has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated Sept 5 2014 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in the Town of Westport, Fairfield County, State of Connecticut, and the Town of Westport participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the Town of Westport, acting by and through the Board of Selectmen, has applied for and been awarded federal funds pursuant to an agreement with the State of Connecticut dated Sept 5 2014 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where

{00782423.DOCX Ver. 1}

Book: 3613 Page: 166 File Number: 6057 Page: 6 of 8

adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii) A public rest room; or

iii) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood-proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance or regulation, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date of the Property settlement, except for pre-existing structures being relocated off the Property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's

{00782423.DOCX Ver. 1}

Book: 3613 Page: 166 File Number: 6057 Page: 7 of 8

responsibility to enforce the easement. This shall be accomplished by one of the following means:

aa) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

bb) Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on JULY 1 the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

aa) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

bb) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

cc) Bringing an action at law or in equity in a court of competent jurisdiction against any

{00782423.DOCX Ver. 1}

Book: 3613 Page: 166 File Number: 6057 Page: 8 of 8

or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. **Amendment.** This Restriction and Covenant may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the Agreement.

6. **Severability.** Should any provision of this Restriction or Covenant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Received for Record at Westport, CT  
On 05/28/2015 At 9:58:00 am

  
Patricia H. Strause, Town Clerk

{00782423.DOCX Ver. 1}

V151 PG 259

VOL151 PAGE 259

Part of Connecticut QUIT CLAIM DEED

TUTBLANK REGISTRATION OF DEEDS OFFICE  
Hartford, Conn. 06103-0001

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

Know Ye, That I, **HELENE E. FRAENKEL**, of the Town of Westport,  
County of Fairfield and State of Connecticut,

for the consideration of One dollar and other valuable considerations,

received to my full satisfaction of **FRANCES McGRAW**, also of said Town of  
Westport,

do remise, release, and forever QUIT-CLAIM unto the said **FRANCES McGRAW**,  
her

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

I the said releasor have or ought to have in or to ALL that certain tract or parcel of land, with the buildings thereon, situate in said Town of Westport, shown and designated as Plot #2 on "Map Prepared For Helene E. Fraenkel, Westport, Conn. Scale 1" = 20' Feb. 1956" W.J. Wood, Jr. Civil Eng. & Surveyor, which map is on file in the office of the Town Clerk of said Town of Westport and is numbered 4480. Said Plot 2 is bounded and described as follows:

COMMENCING at a point located on a line which is a continuation of the Northerly line of the foot bridge, which point is shown on said map as being in the circular area between the two (2) foot-paths, running thence Southerly 15.5 feet to a point midway between the two houses; thence Southwesterly along the midline between said two houses 22 feet to the Southerly end of the board walk; thence Northwesterly along the Southerly edge of said board walk 10 feet to a point opposite the Westerly side of the steps leading down from said board walk; thence southerly along the Westerly side of said steps to the bottom thereof, and thence Northwesterly 19.5 feet to a point in the southern most part of the foundations surrounding the Fraenkel porch; thence Southwesterly 26 feet to a point located 15 feet Southerly from the Northerly boundary of said Plot #1 on a line perpendicular to said Northerly boundary; thence Southwesterly in a straight line parallel to said Northerly boundary 85 feet to a point; thence Southerly at right angles to said last mentioned line 75 feet to the main stream from Compo Hill pond; thence Northeasterly along the main stream from Compo Hill pond as shown on said map to the Northerly boundary of said Plot 2; thence Northwesterly along land now or formerly of Hunt, Downs & Sunderland to the point or place of beginning.

TOGETHER with a Right of Way over the paths, board walks and unimproved areas of Plot #1 for access to all public paths and surrounding waters; TOGETHER with the right to use, maintain, repair or replace the septic tank serving the house located on Plot #2 as it presently exists. RESERVING to Releasor, her heirs and assigns, a Right of Way over the paths, board walks and unimproved areas of Plot #2 for access to all public paths and the surrounding waters, and RESERVING to Releasor, her heirs and assigns, the right to use, maintain, repair or replace the septic tank serving the house on Plot #1 as it presently exists.

VOL151 PAGE 260

The following covenants and restrictions are deemed to run with the land and shall be binding upon and enure to the benefit of the RELEASOR AND RELEASEE, their heirs and assigns:

1. Each of the owners shall be obligated to pay one-half of the moneys necessary for the upkeep of the common walks, the septic tanks, the water pipes or the unused lands, or for the use of piped water. In case either of the owners fails to pay her share, the other owner may pay the entire amount and one-half of the amount paid shall be a lien on the land of the defaulting owner.
2. No new structure shall be built or substantial extension made to any existing structure by either owner without the consent of the other. If either of the houses is destroyed by fire or other casualty, it shall be rebuilt so as not to be substantially larger than it previously was at the time of the fire or other casualty.
3. No owner may sell her property or rent the same (except for a single summer season at a time) without first offering to the other owner an opportunity to buy or rent the property on the same terms of any bona-fide offer. In case the other owner accepts a rental offer, she shall have the right to sublet.
4. Such offer to buy or rent shall be made in writing, delivered in person if the party to whom the offer is made is then living in Westport; otherwise it shall be mailed to her New York address. If such offer is not accepted by the other owner within thirty (30) days after it shall have been made, then the first owner shall be free to sell or rent the property to the outsider on the terms stated in the offer, but the purchaser or tenant shall be subject to all the foregoing covenants.

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

Releasee her

heirs and assigns forever, so that neither I the Releasor nor my heirs nor any other person under me or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom I am and they are by these presents forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 31 day of October A. D. 19 57.

Signed, Sealed and Delivered in presence of Helene E. Fraenkel Helene E. Fraenkel

J. Gal Susan Webb

State of Connecticut } ss. 31 October A. D. 19 57. County of New York

Personally Appeared HELENE E. FRAENKEL Signer and Sealer of the foregoing Instrument, and acknowledged the same to be her

free act and deed before me: Norman T. Duscola Notary Public

NOTARY PUBLIC, State of New York No. 30-6103154 Qualified in Nassau County Certificate Filed in Nassau County Certificate Void in New York County Commission Expires March 24, 1960

Received for record Nov 7, 1957 11:40 AM, and recorded by Lois R. Clark Westport Town Clerk

V. 109 PG 129

129

WARRANTEE VOL. 109

To all People to whom these Presents shall come,—Greeting:  
Know Ye, THAT I, Edna Slocum Harrington, of Boston, Massachusetts,

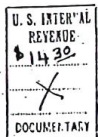
for the consideration of One dollar and other valuable considerations,  
received to my full satisfaction of Helene E. Fraenkel, of New York City, New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Helene E. Fraenkel, All that certain tract or parcel of land, with the buildings thereon, situate in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:  
Northerly by land of the Town of Westport, being a Right of Way;  
Southeasterly and Northeasterly by land of Hunt, Downs and Sunderland;  
again Southeasterly and Southerly by the main stream of Compo Creek;  
Southwesterly by Long Island Sound;  
Northwesterly by Race-Way in part, and in part by land of the Town of Westport,

ALSO one other tract of land situate in said Town of Westport, to the West of the above described tract, being a small stone pier, bounded:  
Northerly by land formerly of Herman C. Bumpus, and on all other sides by the waters of the stream running from Compo Mill Pond.

Being the same premises conveyed to Edna Slocum Harrington by deed dated July 25, 1925, recorded Westport Land Records, Vol. 44 Page 400, and conveyed by Hunt, Downs and Sunderland to said Edna Slocum Harrington by deed dated May 22nd, 1935, recorded said records, Vol. 65 Page 28, EXCEPTING from said premises the parcel conveyed by Edna Slocum Harrington to the Town of Westport by deed dated June 1, 1935, recorded said records, Vol. 65 Page 27.

- Said premises are subject to:  
1. Laws and Ordinances;  
2. Taxes hereafter becoming due and payable.



To Have and to Hold the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said Grantee, her heirs and assigns forever, to her and their own proper use and behoof.  
And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at and until the canceling of these presents I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have X good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above mentioned.

And Furthermore, I the said grantor do by these Presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee, her heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of MAY A. D. 19 53.

Signed, Sealed and Delivered } Edna Slocum Harrington [Seal]  
in presence of }  
Edward E. Garlick [Seal]  
John A. O'Connor Jr. [Seal]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss: WESTPORT, May 29th, A. D. 1953.

Personally appeared Edna Slocum Harrington

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

Edward E. Garlick { Commissioner of Superior Court

Received for Record May 29, 1953.

at 3:30 p.m., and

Recorded by

Jos. R. Clark, Town Clerk.

28

V 65 PG 28  
WARRANTY-VOL. 65

To all People to whom these Presents shall come, -GREETING:  
KNOW YE, THAT We, I, Leon Hunt, Morris Downs, Victor L. Sunderland, all of  
the town of Westport, county of Fairfield and state of Connecticut,

for the consideration of one dollar and other valuable considerations, being however, less  
than one hundred (100) dollars,  
received to our full satisfaction of Edna Slocum Harrington of the city, county and  
state of New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna Slocum Harrington,  
All that certain tract or parcel of land situate in said Town of Westport at  
Compo Mill Tide Gates, so called, bounded and described as follows: Commencing at  
a point in the southeasterly production of the northerly line of the plank walk  
over raceway which point is 7.04 feet southeasterly from a cut on the concrete  
walk as measured along said production of the northerly line of said plank walk;  
thence N 89d. 57' E along a line which is 2 feet distant from and parallel with  
the southerly edge of concrete side walk 21.59 feet to a point; thence S 35d. 00'  
W. 12.40 feet to a point in northwesterly line of property of Edna Slocum Harring-  
ton; thence N 55d. 00' W along land of Edna Slocum Harrington which line is the  
southeasterly production of northerly line of said plank walk 17.68 feet to the  
point or place of beginning.

For a more particular description reference is hereby made to "Map showing  
parcel of land to be conveyed to Edna Slocum Harrington at Compo Mill Tide Gates,  
Westport, Conn." scale 1"=5 ft. 1935 Samuel W. Hoyt, Jr. Co. Inc. Engineers and  
Surveyors, So. Norwalk, Conn. which map is to be filed in office of the Town Clerk  
of said Town of Westport, simultaneously herewith.

WLR 1085

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto  
her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And  
also, we the said grantor do for OURSELVES, our heirs, executors and administrators covenant with the  
said grantee her heirs and assigns, that at, and until the enclosing of these presents we are well seized of the prem-  
ises as a good indefeasible estate in FEU SIMPLE; and have good right to bargain and sell the same, in manner and form as is above  
written; and that the same is free from all incumbrances whatsoever, except hereinafter mentioned:  
1. zoning laws and ordinances of the town of Westport.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my  
heirs forever to warrant and defend the above granted and bargained premises to her the said grantee her heirs  
and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 22nd day of May, A.D. 1935.

Signed, Sealed and Delivered }  
in presence of }  
Hereward Wake  
Kathelyne A. Reichert

I. Leon Hunt [SEAL]  
Morris Downs [SEAL]  
Victor L. Sunderland [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT, May 22nd, A.D. 1935

Personally appeared I, Leon Hunt, Morris Downs and Victor L. Sunderland

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

Hereward Wake

Notary Public  
Commissioner of Superior Court  
for Fairfield County.

Received for Record June 4, 1935

at 3:45 P.M.

Recorded by W. A. Krause Town Clerk.

V 44 PG 400

400

WARRANTY—VOL. 44

To all People to whom these Presents shall come,—GREETING:

KNOW YE, THAT I, William A. Borden, of the town of New Haven, county of New Haven and state of Connecticut,

for the consideration of one dollar and other valuable considerations received to my full satisfaction of Edna Slocum Harrington of the city of New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna Slocum Harrington that certain tract or parcel of land with buildings thereon, bounded northerly on land formerly of Hermon C. Bumpus; easterly on the main stream of Compo Creek; southerly on Long Island Sound; westerly on roadway in part and in part on land of Hermon C. Bumpus.

Also another tract of land situated near the above described tract, being a small dock, bounded northerly on land of Hermon C. Bumpus and on all other sides by the waters of the streams running from Compo Mill pond with rights of way to both said tracts.

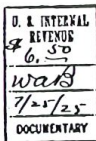
TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at, and until the encasing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee her heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 25th day of July A. D. 19 25

Signed, Sealed and Delivered in presence of

HARRY H. SHORWOOD  
EVA UARDIN SHROYER



William A. Borden [SEAL]

[SEAL]

[SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT, July 25 A. D. 19 25.

Personally appeared William A. Borden

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

HARRY H. SHORWOOD

Justice of the Peace  
Notary Public  
Commissioner of Superior Court  
for Fairfield County.

Received for Record July 27, 1925

at 9:10 A. M.

Recorded by

E. J. Dingo

Town Clerk.

Street: OLD MILL RD N / E / S / W Search By: KSW  
 Project: COMPO MILL TIDE GATES Date: 12/26/2024  
 Sheet: 1

Parcel	Grantee	Volume/Page	Date	Instr.
House No.: <u>    </u>	<u>MORTHROP, JEFF A TRUSTEE</u>	<u>3335/155</u>	<u>08/06/2012</u>	<u>TR. DEED ✓</u>
Map/Lot: <u>E04-096</u>	<u>PORTER, M. BROOK TRUSTEE</u>	<u>3326/233</u>	<u>07/12/2012</u>	<u>CERT. DEVDSE ✓</u>
Area (Acres):	<u>PORTER, WR BRUCE EST OF</u>	<u>1105/147</u>	<u>06/18/1991</u>	<u>PROB. CERT. ✓</u>
WLR Maps: <u>1085</u> <u>910</u>	<u>PORTER, W.R. BRUCE aka</u> <u>" BRUCE DOD: 02/21/1991</u>	<u>764/115</u>	<u>11/06/1985</u>	<u>ADM. DEED (id.)</u>
House No.:	<u>SUNDERLAND, VICTOR L. EST</u> <u>MAHONEY, MARY CTA DBN (ADM.)</u>			
Map/Lot:	<u>PORTER, W.R. BRUCE aka</u> <u>" , BRUCE</u>	<u>764/121</u>	<u>11/06/1985</u>	<u>QC (id.)</u>
Area (Acres):	<u>MAHONEY, MARY LOTS 92+98</u> <u>ASSESSORS MAP 5448-1 } NOW 71 &amp; 96</u>			
WLR Maps: <u>1080, 1085</u> <u>1076</u> <u>3720, 551</u>				
House No.:	<u>[ WLR 10260 ]</u>			
Map/Lot:				
Area (Acres):				
WLR Maps:				
House No.:	<u>SAME AS ABOVE.</u>			
Map/Lot: <u>071</u> <u>E04-096</u>	<u>    </u>			
Area (Acres):	<u>    </u>			
WLR Maps:				
House No.:				
Map/Lot:				
Area (Acres):				
WLR Maps:				
	<u>ONSTER GROUNDS: WLR 10267</u>			

Book: 3335 Page: 155 File Number: 949 Page: 1 of 3

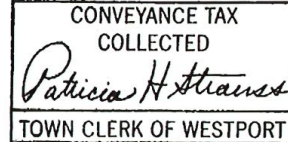


Doc ID: 002524400003 Type: LAN  
Book 3335 Page 155 - 157  
File# 949

After recording return to:

Jeff Northrop  
100 Compo Cove  
Westport, CT

State \$ 150.00



TRUSTEE'S DEED

Town \$ 50.00

KNOW YE, THAT, BRIAN PORTER, SUCCESSOR TRUSTEE OF THE PORTER UNITRUST a/k/a W.R. BRUCE PORTER UNITRUST, of 12 Parade Ground Court Weston, CT 06883 (the "Grantor") for the consideration of TWENTY THOUSAND AND 00/100's (\$20,000.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION received to his full satisfaction of JEFF A. NORTHROP, TRUSTEE OF THE NORTHROP FAMILY TRUST, 100 Compo Cove, Westport, CT 06880 (the "Grantee"), with TRUSTEE'S COVENANTS, does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns forever, all that certain real property situated in the Town of Westport, County of Fairfield and State of Connecticut, known as Assessor Map No. E-04, Lots 71 and 96, Compo Mill Cove, more particularly bounded and described as follows:

All that certain pieces or parcels real property located on Compo Mill Cove in the Town of Westport, County of Fairfield and State of, Connecticut currently known and designated as Assessor's Lots 71 and 96 on Westport Assessor's Map No. E-04, and formerly known as Assessor's Lots 98 and 92 on old Westport Assessor's Map No. 5448-1.

Excepting therefrom the tract at Compo Mill Tide Gates conveyed to Edna Slocum Harrington May 22, 1935 by I. Leon Hunt, Morris Downs and Victor L. Sunderland, by deed recorded in the Westport Land Records in Volume 65 at Page 28, said tract being bounded and described as follows:

Commencing at a point in the southeasterly production of the northerly line of the plank walk over raceway which point is 7.04 feet southeasterly from a cut on the concrete walk as measured along said production of the northerly line of said plank walk; thence N 89d. 57' E along a line which is 2 feet distant from and parallel with the southerly edge of concrete side walk 21.59 feet to a point; thence S 35d. 00' W. 12.40 feet to a point in northwesterly line of property of Edna Slocum Harrington; thence N 55d. 00' W along land of Edna Slocum Harrington which line is southeasterly production of northerly line of said plank walk 17.68 feet to the point or place of beginning.

For a more particular description of the excepted portion reference is hereby made to "Map showing parcel land to be conveyed to Edna Slocum Harrington at Compo Mill Tide Gates, Westport, Conn." scale 1' = 5 ft. 1935 Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn. on file in the office of the Town Clerk of said Town of Westport as Map No. 1085.

(00477603.DOC Ver. 2)

Book: 3335 Page: 155 File Number: 949 Page: 2 of 3

And also excepting therefrom the tract conveyed to the Town of Westport, May 22, 1935 by I. Leon Hunt, Morris Downs and Victor L. Sunderland in deed recorded in Volume 64 at Page 384 of the Westport Land Records. ✓

Said premises are subject to:

1. Building lines, if established, all laws, ordinances or governmental regulations, including building and zoning ordinances affecting said premises.
2. Second half taxes due the Town of Westport on the Grand List of October 1, 2011, and all subsequent taxes hereafter becoming due and payable, which taxes the Grantee herein assumes and agrees to pay.
3. Any liens, defects, encumbrances or other adverse matters affecting the title, whether recorded or not, existing prior to February 21, 1991.
4. Notes, easements, rights of way and building setback lines as shown on said map and of record.
5. Rights of others, if any, which may presently exist or which may hereafter be granted in and to the walkway running through, over, across or abutting the premises.
6. Riparian and littoral rights of others in and to any brook, stream, pond or body of water, running through, over, across or abutting the premises.

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

And also, the said Grantor does for himself, his heirs and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, he is well seized of the premises as a good indefeasible estate in **FEE SIMPLE**; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above stated.

**AND FURTHERMORE**, the said Grantor does by these presents bind himself, his heirs and assigns forever to **WARRANT AND DEFEND** the above granted and bargained premises to the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as above stated.

{00477603.DOC Ver. 2}



28

V 65 PG 28  
WARRANTY-VOL. 65

**To all People to whom these Presents shall come,--GREETING:**  
KNOW YE, THAT **We, I. Leon Hunt, Morris Downs, Victor L. Sunderland,** all of the town of Westport, county of Fairfield and state of Connecticut,

for the consideration of one dollar and other valuable considerations, being however, less than one hundred (100) dollars, received to our full satisfaction of **Edna Slocum Harrington** of the city, county and state of New York,

Do Give, Grant, Bargain, Sell and Confirm unto the said Edna Slocum Harrington, All that certain tract or parcel of land situate in said Town of Westport at Compo Mill Tide Gates, so called, bounded and described as follows: Commencing at a point in the southeasterly production of the northerly line of the plank walk over raceway which point is 7.04 feet southeasterly from a cut on the concrete walk as measured along said production of the northerly line of said plank walk; thence N 89d. 57' E along a line which is 2 feet distant from and parallel with the southerly edge of concrete side walk 21.59 feet to a point; thence S 35d. 00' W. 12.40 feet to a point in northwesterly line of property of Edna Slocum Harrington; thence N 55d. 00' W along land of Edna Slocum Harrington which line is the southeasterly production of northerly line of said plank walk 17.68 feet to the point or place of beginning.

For a more particular description reference is hereby made to "Map showing parcel of land to be conveyed to Edna Slocum Harrington at Compo Mill Tide Gates, Westport, Conn." scale 1"=5 ft. 1935 Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn. which map is to be filed in office of the Town Clerk of said Town of Westport, simultaneously herewith.

WLR 1085

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto her the said grantee, her heirs and assigns, forever, to her and their own proper use and behoof. And also, we the said grantor do for OURSELVES, our heirs, executors and administrators covenant with the said grantee her heirs and assigns, that at, and until the sealing of these presents we are well seized of the premises as a good indefeasible estate in ~~fee simple~~; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except hereinafter mentioned:  
1. zoning laws and ordinances of the town of Westport.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to her the said grantee her heirs and assigns, against all claims and demands whatsoever, except as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal this 22nd day of May, A.D. 1935.

Signed, Sealed and Delivered }  
in presence of } I. Leon Hunt [SEAL]  
Hereward Wake } Morris Downs [SEAL]  
Kathelyne A. Reichert } Victor L. Sunderland [SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., WESTPORT, May 22nd, A.D. 19 35

Personally appeared I. Leon Hunt, Morris Downs and Victor L. Sunderland  
signer and sealer of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.

Hereward Wake  
~~Notary Public~~  
Commissioner of Superior Court  
for Fairfield County.

Received for Record June 4, 1935

at 3:45 P.M. Recorded by W. A. Krause Town Clerk.

384

VOL 64 PG 384  
MANUSCRIPT-VOL. 64

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That We, I. Leon Hunt, Morris Downs and Victor L. Sunderland, all of the town of Westport, county of Fairfield and state of Connecticut, for the consideration of one dollar and other valuable considerations, received to our full satisfaction of the Town of Westport, a municipal corporation of Fairfield County, Connecticut, do give, grant, bargain, sell and confirm unto the said Town of Westport, all that certain tract or parcel of land situate in said town of Westport, at Compo Mill, so called bounded and described as follows: Commencing at a point at the approximate mean high water mark on the southwesterly side of Compo Mill Pond, so called, whose property formerly of Helen R. Mitchell, more lately of Estate of Mary H. Atkin and the tract herein conveyed join, said point being the northeasterly corner bound of property of Helen R. Mitchell, thence running in a southwesterly direction 10' to a cut on a rock located on the southerly side of the present plank walk; thence running in a southeasterly direction along the northeasterly boundary of Helen R. Mitchell, known as Compo Mill; thence running along the southeasterly boundary of said Compo Mill 10 feet; thence running in a southeasterly direction along a line parallel with the present 4 foot plank walk 60 feet, more or less, to a crowfoot on the top of wall on westerly side of island between the two streams, thence running in a northeasterly direction along top of said wall 14 feet to the northerly edge of the present plank walk at the northwesterly corner of land of Edna Slocum Harrington; thence running southeasterly in the line of continuation of the northerly edge of said plank walk to a point which is two feet distant perpendicularly from the southerly edge of the present concrete walk; which point is more particularly located as a point in southeasterly production of the northerly line of the plank walk over raceway which point is 7.04 feet southeasterly from a cut on the present concrete walk as measured along said production of northerly line of said plank walk, thence running on a line parallel with and two feet distant southerly from the south side of the present concrete walk 97 feet more or less to a point 7 feet, more or less, northwesterly from the westerly stone abutment of the tide gates as shown on map hereinafter referred to; thence running in a general southwesterly direction on a line parallel with and 7 feet distant in a northwesterly direction from the westerly stone abutment aforesaid, 51 feet more or less, to a point; thence running in a general southeasterly direction 78 feet more or less by a bent line to the southwesterly corner of old landing stage situated on the southeasterly side of said tide gates; thence running in a northeasterly direction 51 feet to a point in stone abutment which is 7 feet southeasterly from northwesterly corner of said stone abutment as measured along the northeasterly line of said stone abutment, thence running in a northwesterly direction through northwesterly corner of said stone abutment and through the northwesterly corner of stone abutment on northwesterly side of said tide gates. 79 feet more or less to a point which is 7 feet northwest from northeast corner of northwest stone abutment; thence running in a southwesterly direction along a line parallel with and 7 feet distant northwesterly from southeasterly side of northwesterly stone abutment to a point which is 2 feet distant northerly from north side of said concrete walk; thence running on a line parallel with and 2 feet distant northerly from the northerly side of present concrete walk 113 feet more or less to a point which is 7 feet southeast from northwest edge of a stone abutment; thence running in a northeasterly direction along a line parallel with and 7 feet distant southeasterly from said stone abutment 21 feet more or less to a retaining wall; thence running northwesterly along northeasterly face of retaining wall 7 feet more or less to northwest corner of stone abutment; thence running in westerly direction through northwest corners of 2 stone piers by a bent line 97 feet more or less to point or place of beginning.

POB

For a more particular description reference is hereby made to "map prepared for Hunt, Downs and Sunderland, showing property at Compo Mill Gates, Westport, Conn. Scale 1"=30' Sept. 1930". The Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, So. Norwalk, Conn. which map is to be filed in the office of the Town Clerk of said Town of Westport simultaneously herewith.

WLR 1076

For a further description of said premises reference is hereby made to "Map prepared for the Town of Westport, showing Property acquired at Compo Mill Tide Gates from Hunt, Downs and Sunderland and E. S. Harrington, Westport, Conn. May, 1935" the Samuel W. Hoyt, Jr. Co. Inc. Engineers and Surveyors, which map is to be filed in the office of said Town Clerk.

WLR 1080

TO HAVE AND TO HOLD the above granted and bargained premises with the privileges and appurtenances thereof unto it the said grantee its successors and assigns forever to its and their own proper use and behoof. And also we the said grantors do for ourselves and our heirs, executors, administrators, successors and assigns covenant with the said grantee, its successors and assigns, that at and until the ensueing of these presents, we are well seized of the premises, as a good indefeasible estate in fee simple; and have good right to bargain and sell the same, in manner and form as is above written, and that the same is free from all incumbrances whatsoever, except hereinafter mentioned.

1. Zoning laws and ordinances of the Town of Westport. 2. Rights of way whether by prescription or by grant.

AND FURTHERMORE, we the said grantors do by these presents bind ourselves and our heirs, successors and assigns forever to Warrant and Defend the above granted and bargained premises to it the said grantee its successors and assigns, against all claims and demands whatsoever, except as above mentioned.

IN WITNESS WHEREOF, we have hereunto caused to be set our hands and seals this 22nd day of May, in the year of our Lord, one thousand nine hundred and thirty-five.

Signed, sealed and delivered in presence of Hereward Wake Kathelyste A. Reichert

RECORDED	5/27/35
INDEXED	
FILED	
MAY 27 1935	
TOWN CLERK	

I. Leon Hunt (LS)  
Morris Downs (LS)  
Victor L. Sunderland (LS)

(continued)

Book: 3326 Page: 233 File Number: 380 Page: 1 of 3

CERTIFIED COPY  
OF RECORD  
PC-186 REV. 7/01

STATE OF CONNECTICUT  
COURT OF PROBATE



COURT OF PROBATE, DISTRICT OF WESTPORT DISTRICT NO. 50

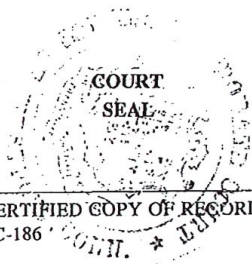
ESTATE OF/IN THE MATTER OF ~~XXXXXXXXXXXX~~ W.R. BRUCE PORTER a/k/a BRUCE PORTER

I, Karen M. Uccellini, Judge/Assistant Clerk of the court of probate for the district of Westport, and authorized keeper of the records and seal thereof, hereby certify that I have compared the appended copy of [specify document(s)] the Certificate of Devise, Descent or Distribution and Schedule A, dated December 12, 2005, in the estate of W. R. Bruce Porter, late of Westport, in said district deceased.

*Porter, W R Bruce Estate } → Porter, M, Brook TR  
Porter, Bruce } → Porter Unitrust  
GRANTOR GRANTEE*

with the official record thereof kept on file in this office and have found the same to be a true and complete copy of the document(s) maintained on file, as aforesaid.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of said court and subscribed my name this ..9th... day of .....July.....2012.....



Karen M. Uccellini  
Ass't Clerk/Judge

CERTIFIED COPY OF RECORD  
PC-186

*Record and  
Return to:  
Attorney Shelby L. Wilson  
Berchem, Moses + Devlin  
27 Imperial Avenue  
Westport, CT 06880*

Book: 3326 Page: 233 File Number: 380 Page: 2 of 3

~~VOL 894, P 348~~  
CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION  
PC-250 REV. 1992  
(PRC-58)

STATE OF CONNECTICUT  
COURT OF PROBATE

RECORDED:

[File certificate with town clerk where real property is situated.]

COURT OF PROBATE, DISTRICT OF	WESTPORT	DISTRICT NO.	158
ESTATE OF	W. R. BRUCE PORTER	, deceased.	DATE OF DEATH 02/21/91

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

TO:  
M. Brook Porter, Trustee of the Porter Unitrust, 6 Porter Lane, Westport, CT

A 100% interest in the real property described on Schedule A attached hereto

For a more particular description, reference should be made to the records of said probate court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this court on this

Court Seal

12<sup>th</sup> day of December, 2005, 19

*[Signature]*  
Judge, Assl., Clerk

FOR TOWN CLERK'S USE ONLY

FOR COURT USE ONLY

Original to: *[Handwritten]*

Date Sent: *[Handwritten]*

CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION  
PC-250

Book: 3326 Page: 233 File Number: 380 Page: 3 of 3

SCHEDULE A

~~VOL 894 PG 349~~

All that certain parcel or those certain parcels of land at Compo Mill Pond in the Town of Westport, County of Fairfield and State of Connecticut bounded and described as follows:

Beginning at the northeast corner of the land of Helen R. Mitchell, on the shore of said Compo Mill Pond, thence southwesterly 10 feet or to the north side of said building known as Compo Mill; thence southeasterly along the north side of said Mill 25 feet or to the northeast corner of said Mill; thence southwesterly in a line of the east end of said Mill 10 feet; thence southeasterly in a line, parallel with the west foot bridge 60 feet more or less to the west edge of the island between the two streams thence northeasterly along the western edge of said island 14 feet or to the north edge of said west foot bridge; thence southeasterly in the line of continuation of the north edge of said west foot bridge 50 feet, more or less, to the west edge of the east stream; thence easterly, crossing said east stream, 125 feet more or less, to the southwest corner of the old landing stage, thence east 42 degrees south, 45 feet to a stone set up; thence north 40 degrees east, 51 feet to a stone set; thence west 42 degrees north, 45 feet to the northwest corner of the stone abutment at the east end of the east tide gates; thence westerly, crossing both streams, and along the shore of said Compo Pond, 290 feet more or less, to the point of beginning, and including all dams, abutments, tide gates, timber works and stone work in, upon and connected with the premises conveyed, and all the right to maintain the dam and gates and right of flowage connected therein.

✓ WLR 91B

The premises are further delineated on a map on file in the office of the Town Clerk of said Town of Westport, marked "MaP OF Property at Compo Pond, William A. Borden, Nov. 7, 1908" #91B, to which reference may be had for a more complete description of the premises.

Together with all the right, title and interest formerly of Hermon C. Bumpus in and to the shore and land under water between the lines above described and channel and waters of Long Island Sound, excepting a strip twenty-five feet wide on each side of the land formerly owned by William A. Borden southerly of the premises herein described and also all the right, title and interest formerly of Hermon C. Bumpus in and to the shore, salt meadows and land covered by the waters of said Compo Mill Pond, subject to such legal rights of way over said premises, dams and gates as may now exist, being the same tract of land that was conveyed by William A. Borden, Nov. 7, 1908, recorded in the Westport Land Records in Volume 26 at Page 726.

V 26 PG 726 =  $\phi$

Said premises also being the tract designated FIRST TRACT on a certain deed to I. Leon Hunt, Morris Downs and Victor L. Sunderland from Hermon C. Bumpus, dated April 16, 1923, recorded in the Westport Land Records in Volume 38 at Page 370.

V 24 PG 726 [W] 11/07/1908 BORDEN → BUMPUS

Excepting therefrom the tract at Compo Mill Tide Gates conveyed to Edna Slocum Harrington May 22, 1935 by I. Leon Hunt, Morris Downs and Victor L. Sunderland, by deed recorded in the Westport Land Records in Volume 65 at Page 28.

V 65 PG 28 ✓

And also excepting therefrom the tract conveyed to the Town of Westport, May 22, 1935 by I. Leon Hunt, Morris Downs and Victor L. Sunderland, in deed recorded in Volume 64 at Page 384 of the Westport Land Records.

V 64 PG 384 ✓

Received for Record at Town of Westport, CT  
On 07/12/2012 At 10:25:24 am

*Patricia H. Strause*  
Patricia H. Strause, Town Clerk

Borden → Bumpus

726

V24 PG 726

WLR 913

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

KNOW YE, That I William A. Borden of the town and County of New Haven, in the State of Connecticut, for the consideration of one dollar and other valuable considerations received to my full satisfaction of HERMON C. BUMPUS of New Rochelle County of Westchester in the State of New York,

Do Give, Grant, Bargain Sell and Confirm, unto the said HERMON C. BUMPUS certain unimproved upland and land under water situated in the town of Westport, County of Fairfield, State of Connecticut and bordering on and adjacent to Compo Mill Pond, so called, and which lands are bounded and described as follows:-

Beginning at the northeast corner of the land of Helen R. Mitchell, on the shore of said Compo Mill Pond, thence Southwesterly 10 feet on the north side of the building known as Compo Mill; thence southeasterly along the north side of said Mill 25 feet or to the northeast corner of said Mill; thence southwesterly in line of the east end of said Mill 10 feet; thence southeasterly in a line parallel with the west foot bridge 60 feet more or less to the west edge of the inland between the two streams; thence northeasterly along the western edge of said island 14 feet or to the north edge of said west foot bridge; thence southeasterly in the line of continuation of the north edge of said west foot bridge 50 feet more or less, to the west edge of the east stream; thence easterly crossing said east stream, 125 feet more or less, to the southwest corner of the old landing stage; thence east 42° south, 45 feet to a stone set up; thence north 40° east, to a stone set up; thence west 42° north, 45 feet to the northwest corner of the stone abutment at the east end of the east tide gates; thence westerly, crossing both streams, and along the shore of said Compo Pond, 290 feet more or less, to the point of beginning, and including all dams, abutments, tide gates, timber works and stone work in, upon and connected with the premises conveyed, and all the right to maintain the dam and gates and right of flowage connected therewith, which I have.

The premises conveyed are further delineated on a map filed herewith marked "map of property at Compo Pond, William A. Borden, Nov. 7, 1908" to which reference may be had for a more complete description of the premises conveyed, also all my right, title and interest in and to the shore and land under water between the lines above described and channel and waters of Long Island Sound, excepting a strip twenty-five feet wide on each side of the land owned by me southerly of the premises hereby conveyed, and also all my right, title and interest in and to the shore, salt meadows and land covered by the waters of said Compo Mill Pond. This conveyance is made subject to such legal rights of way over said premises, dams and gates as may now exist.

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

AND ALSO, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantee his heirs and assigns that at and until the annealing of these presents I am well seized of the premises as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said Grantor do by these presents bind myself and my heirs forever to WARRANT AND DEFEND the above granted and bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 7th, day of November, A. D. 1908.

Signed, Sealed and Delivered in the presence of, William A. Borden, Seal, Alfred B. Beers, Albert D. Penney.

State of Connecticut, ss. Bridgeport, November 7th, A. D. 1908.

County of Fairfield, Personally appeared William A. Borden, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Alfred B. Beers, Commissioner of the Superior Court for Fairfield County.

Received for record, Nov. 7th 1908. at 4 o'clock P. M. and

Recorded by, Joseph E. Hyatt, Town Clerk.

Bumpus → Hunt, Downs, and Sunderland

370

Manuscript Vol. 38

V38 PG 370

(continued)

Hunt, Morris Downs and Victor L. Sunderland, their heirs, executors, administrators, successors and assigns, according to the provisions of the Statute Laws of this state relating to the planting of Oysters.

Dated at Westport this 16th day of April, A. D. 1923.

In presence of :  
Horace S. Wakeman, Jr.  
C. P. Harris

Hermon C. Bumpus

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, ss., Westport, April 16th, 1923.  
Personally appeared Hermon C. Bumpus, the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

(L.S.) C. P. Harris, Notary Public

Received for record April 17th, 1923,  
at 9.30 A. M. and recorded by

U. S. INTERNAL REVENUE  
H.C.B.  
4/16/23  
DOCUMENTARY

Ed. Birge  
Town Clerk.

WARRANTY DEED.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:  
KNOW YE, That I, Hermon C. Bumpus of the town of Duxbury, County of Plymouth and State of Massachusetts, for the consideration of one dollar and other valuable considerations, received to my full satisfaction of I. Leon Hunt, Morris Downs, and Victor L. Sunderland, all of Westport, Connecticut, do give, grant, bargain, sell and confirm unto the said I. Leon Hunt, Morris Downs and Victor L. Sunderland, certain unimproved upland and land under water situated in the Town of Westport, County of Fairfield, State of Connecticut, and bordering upon and adjacent to Compo Mill Pond, so-called, and which lands are bounded and described as follows:-

**FIRST TRACT.** Beginning at the northeast corner of the land of Helen R. Mitchell, on the shore of said Compo Mill Pond, thence southwesterly 10 feet or to the north side of the building known as Compo Mill; thence southeasterly along the north side of said Mill 25 feet or to the northeast corner of said Mill; thence southwesterly in line of the east end of said Mill 10 feet; thence southeasterly in a line parallel with the west foot bridge 60 feet more or less to the west edge of the island between the two streams thence northeasterly along the western edge of said island 14 feet or to the north edge of said west foot bridge; thence southeasterly in the line of continuation of the north edge of said west foot bridge 750 feet, more or less, to the west edge of the east stream; thence easterly, crossing said east stream, 125 feet more or less, to the southwest corner of the old landing stage, thence east 42 degrees south, 45 feet to a stone set up; thence north 40 degrees east, 51 feet to a stone set up; thence west 42 degrees north, 45 feet to the northwest corner of the stone abutment at the east end of the east tide gates; thence westerly, crossing both streams, and along the shore of said Compo Pond, 290 feet more or less, to the point of beginning, and including all dams, abutments, tide gates, timber works and stone work in, upon and connected with the premises conveyed, and all the right to maintain the dam and gates and right of flowage connected therewith, which I have. The premises conveyed are further delineated on a map on file in the office of the town clerk of said town of Westport, marked "map of property at Compo Pond, William A. Borden, Nov. 7, 1908" to which reference may be had for a more complete description of the premises conveyed. Also all my right, title and interest in and to the shore and land under water between the lines above described and channel and waters of Long Island Sound, excepting a strip twenty-five feet wide on each side of the land owned by William A. Borden, the premises hereby conveyed, and also all my right, title and interest in and to the shore, salt meadows and land covered by the waters of said Compo Mill Pond. This conveyance is made subject to such legal rights of way over said premises, dams and gates as may now exist, being the same tract of land that was conveyed to me by William A. Borden, Nov. 7, 1908, recorded Westport Land Rec. V. 26 P. 726.

WLR  
913  
↳

V24 PG 726

**SECOND TRACT:** All that certain tract or parcel of land situate in said Westport, and bounded and described as follows, to wit:- All that certain tract of Salt Meadow and upland, containing about two (2) acres, more or less, lying in part on the west side of Little Island, so-called, bounded - North on Creek, in part, and in part on Salt Meadow of Joseph W. Jennings; East on Pent Highway, in part, and in part on land of heirs of --- Andrews; South on Beach; West on Creek, in part, and in part on land formerly of George Fairchild, Jr. Reserving to those now owning such right, the privilege to pass and repass over said meadow with teams to their meadows. Being the same tract of land that was conveyed to me by Georgianna A. Sherwood, April 25th, 1905, and recorded in Westport Records Volume 25, page 208. See agreement concerning boundary, Westport Land Records Vol. 27, page 249.

(continued)

Manuscript Vol. 38

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(continued)

THIRD TRACT. Also that certain tract or parcel of land situate in said Westport, with a garage thereon, bounded and described as follows:- Commencing at a point at the northwesterly corner bound of property of Marian Dayan; thence running southwesterly along Hillspoint Road; 50 feet to a point; thence running southeasterly 44 feet to a point; thence running northeast 25 feet to a point at the southwest corner bound of land of Marian Dayan; thence running northwesterly 60 feet more or less to a point; thence more northwesterly 9.6 feet to the point or place of beginning. Said tract being bounded northwesterly on Hillspoint Road; southwesterly and southeasterly on the beach, and northeasterly on land of Marian Dayan, being the westerly portion of that tract of land that was conveyed to me by Georgianna A. Sherwood and Harry F. Sherwood, April 29th, 1905, recorded in Volume 25, page 207, Westport Land Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees their heirs and assigns forever, to them and their own proper use and behoof. And also, I the said grantor do for myself my heirs, executors and administrators, covenant with the said grantees their heirs and assigns, that at and until the ensuealing of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs forever to warrant and defend the above granted and bargained premises to them the said grantees their heirs and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of April, A. D. 1923.

Signed, sealed and delivered in presence of Horace S. Wakeman, JR. Hermon U. Bumpus, (LLS.) C. P. Harris

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss. Westport, April 16th, A. D. 1923. Personally appeared Hermon U. Bumpus, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

(L.S.) C. P. Harris, Notary Public

Received for record April 17, 1923, at 9.35 A. M. and recorded by

Table with 4 columns: U.S. INTERNAL REVENUE, H-6-B, 7/14/23, DOCUMENTARY

Handwritten signature of E.C. Burge, Town Clerk.

ASSIGNMENT OF MORTGAGE.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING; KNOW YE, That I, Julia Shilepsky, of Westport, Connecticut, the mortgagee named in a certain mortgage from Carl H. Rohr, to me the said Julia Shilepsky, recorded in Westport Land Records, Volume 39, page 602 in consideration of one dollar and other valuable considerations, received to my full satisfaction of Edna M. Sherwood of said Westport, do hereby sell, assign, transfer and set over unto the said Edna M. Sherwood, all my right, title and interest in and to said mortgage, and to the note or other evidence of indebtedness intended to be secured by said mortgage, without recourse to me the said Julia Shilepsky.

TO HAVE AND TO HOLD the same unto her the said Edna M. Sherwood her heirs and assigns forever. Dated at Westport this 23d day of April, 1923.

Signed, sealed and delivered in presence of Harry R. Sherwood Ruth E. Canfield Julia Shilepsky, (SEAL).

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, ss. Westport, April 23, A.D. 1923. Personally appeared Julia Shilepsky, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me,

Harry R. Sherwood, Commissioner of the Superior Court for Fairfield County.

Received for record April 23, 1923, at 2.30 P. M. and recorded by

Handwritten signature of E.C. Burge, Town Clerk.

Book: 1105 Page: 147 File Number: 7254 Page: 1 of 1

BOOK 1105 PAGE 147

CERTIFICATE OF NOTICE FOR  
LAND RECORDS (PC-251)

STATE OF CONNECTICUT  
COURT OF PROBATE

Recorded:  
Page: 1

Court of Probate, District of Westport  
District Number 158

Estate of: **W.R. BRUCE PORTER**, late of Westport  
**aka BRUCE PORTER**

91-000050

Date of Certificate: 03/14/91

Date of Death: **02/21/91**

Place where last dwelt: Westport, CT

Died: Testate

Fiduciary:

H. Brook Porter, 245 East 63rd Street, Apt. 20D, New York, NY  
10021  
Allan Morrow, 190 East 72nd Street, New York, NY 10021

Fiduciary's Position of Trust: Executors

Date of Appointment: 03/14/91

This certificate is made and caused to be recorded in the land records  
of the town wherein the said deceased was the owner of real property  
or any interest therein, or a mortgage or lien upon real property.

*M. Brook Porter, Executor*  
H. Brook Porter, Executor

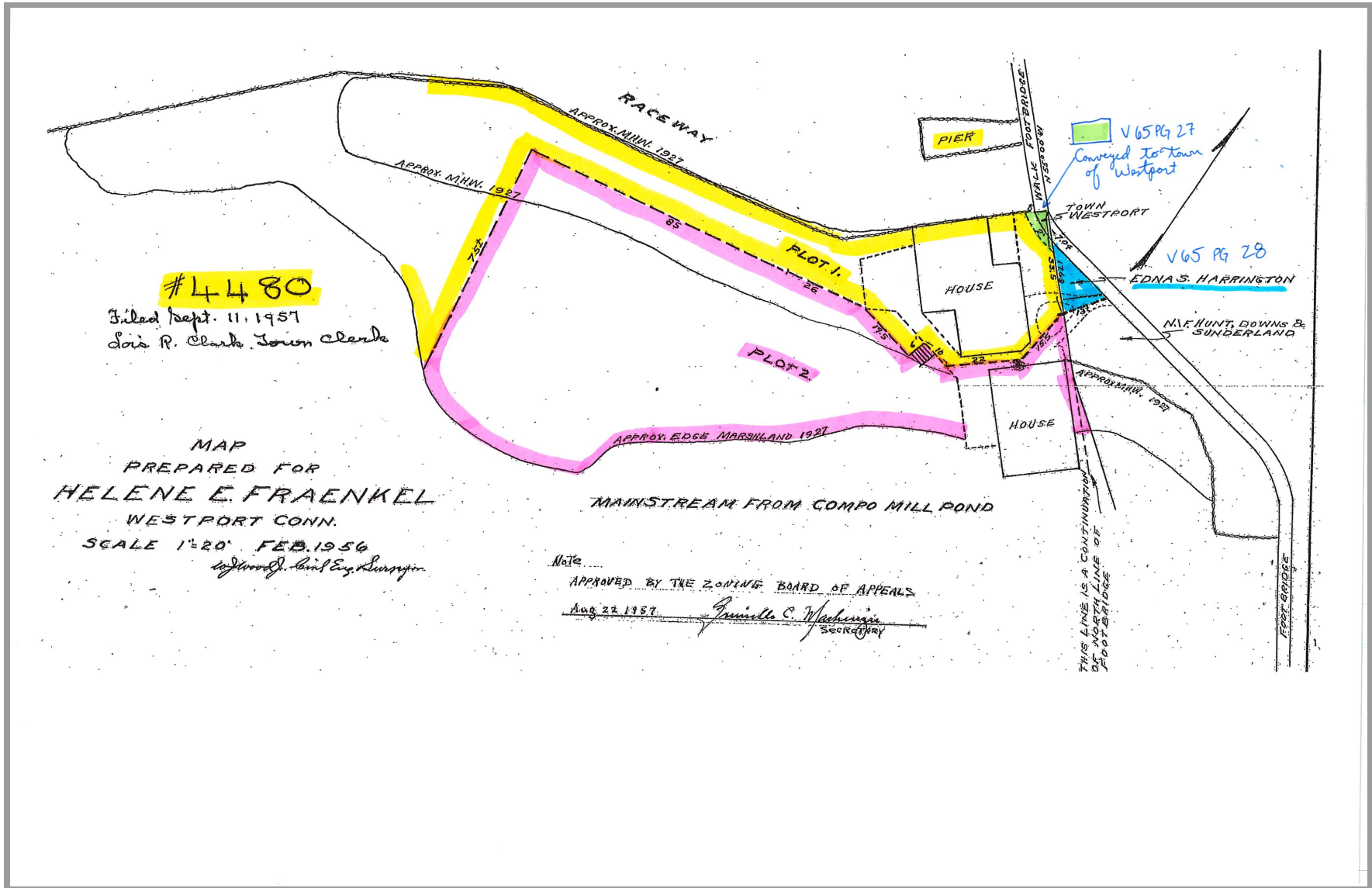
*Allan Morrow, Executor*  
Allan Morrow, Executor

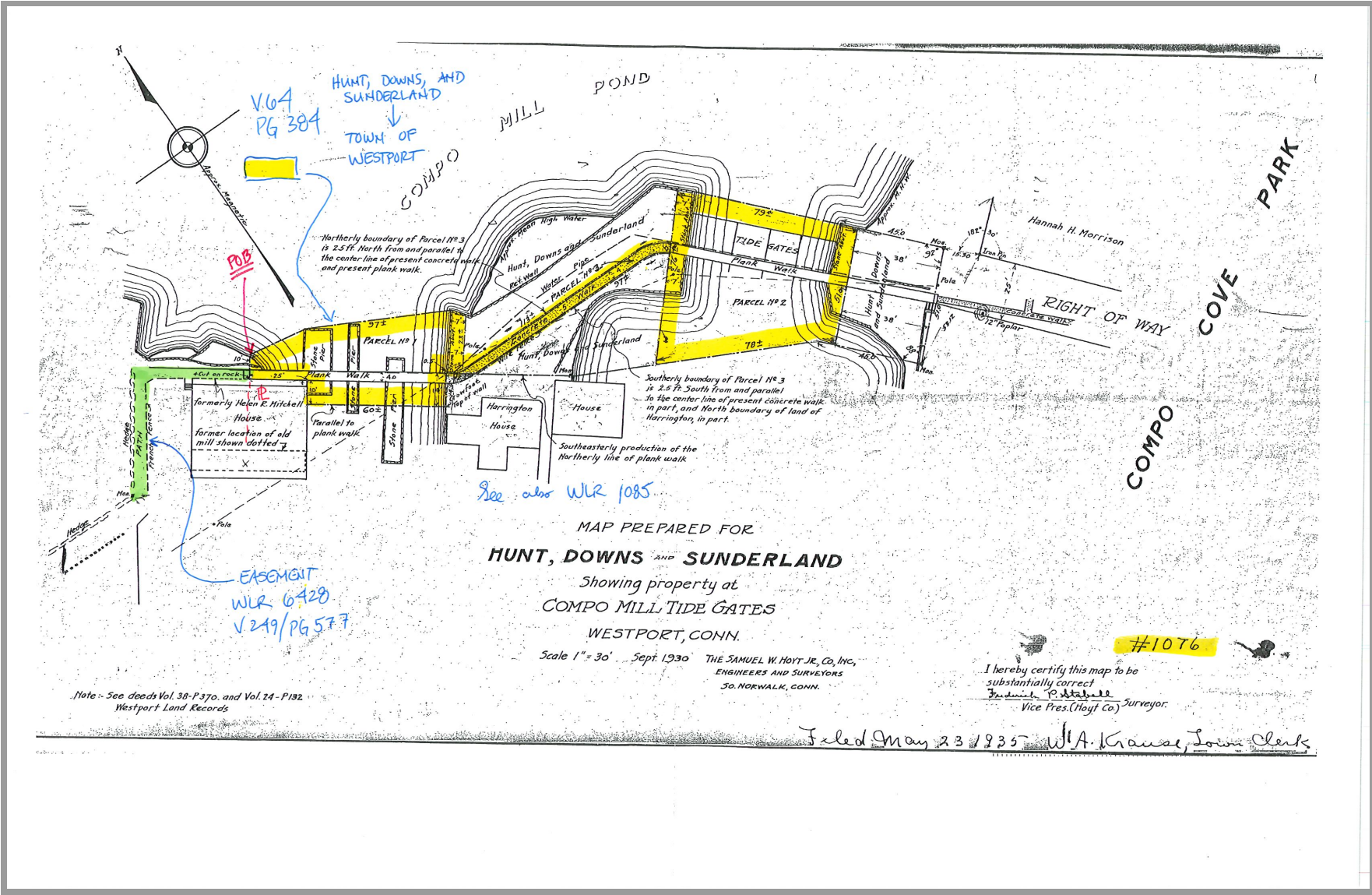
As used in this document, the word fiduciary includes the plural,  
where the context so requires.

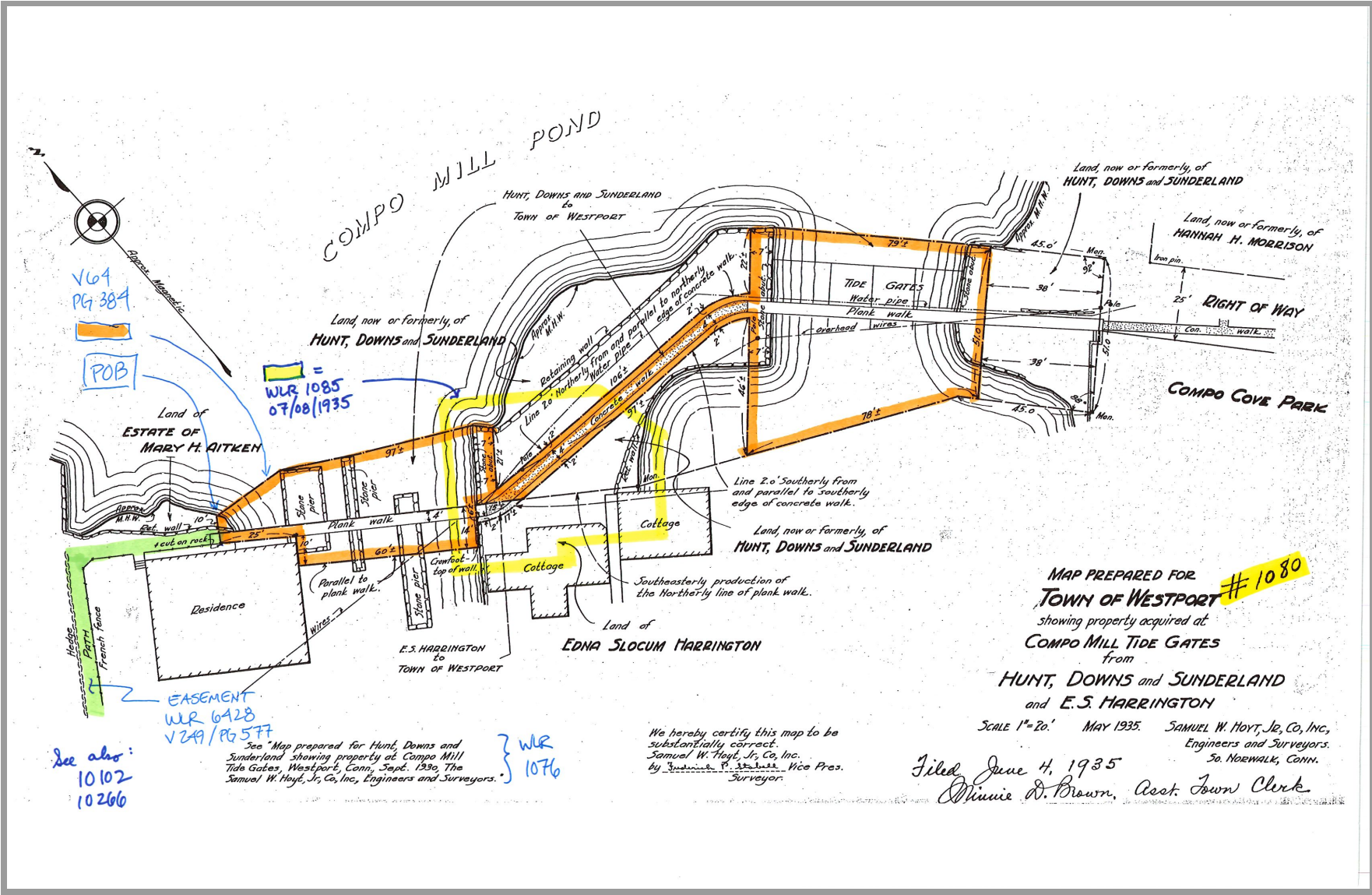
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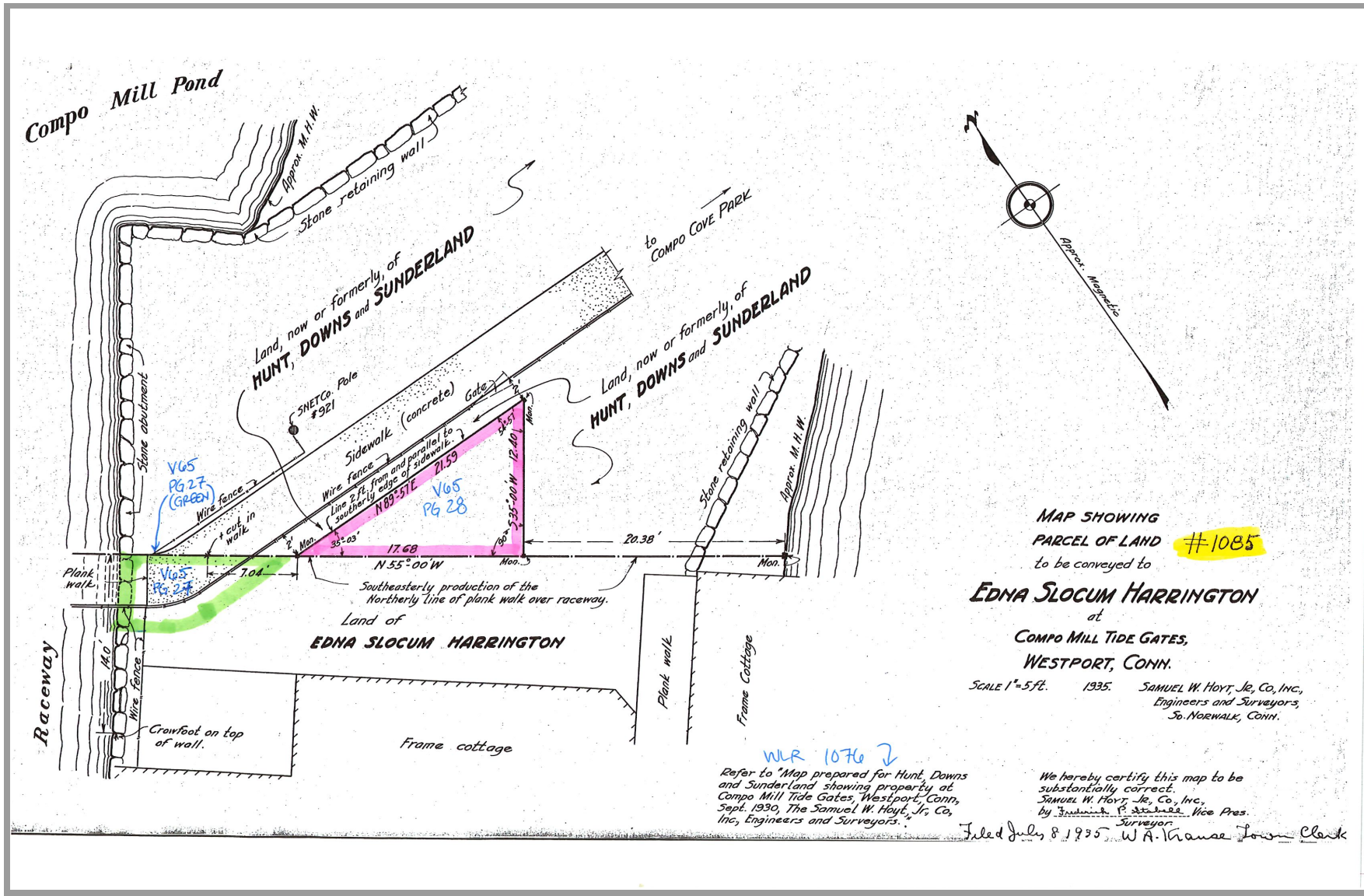
& RECORDED BY

*John M. Hyde*  
Westport Town Clerk







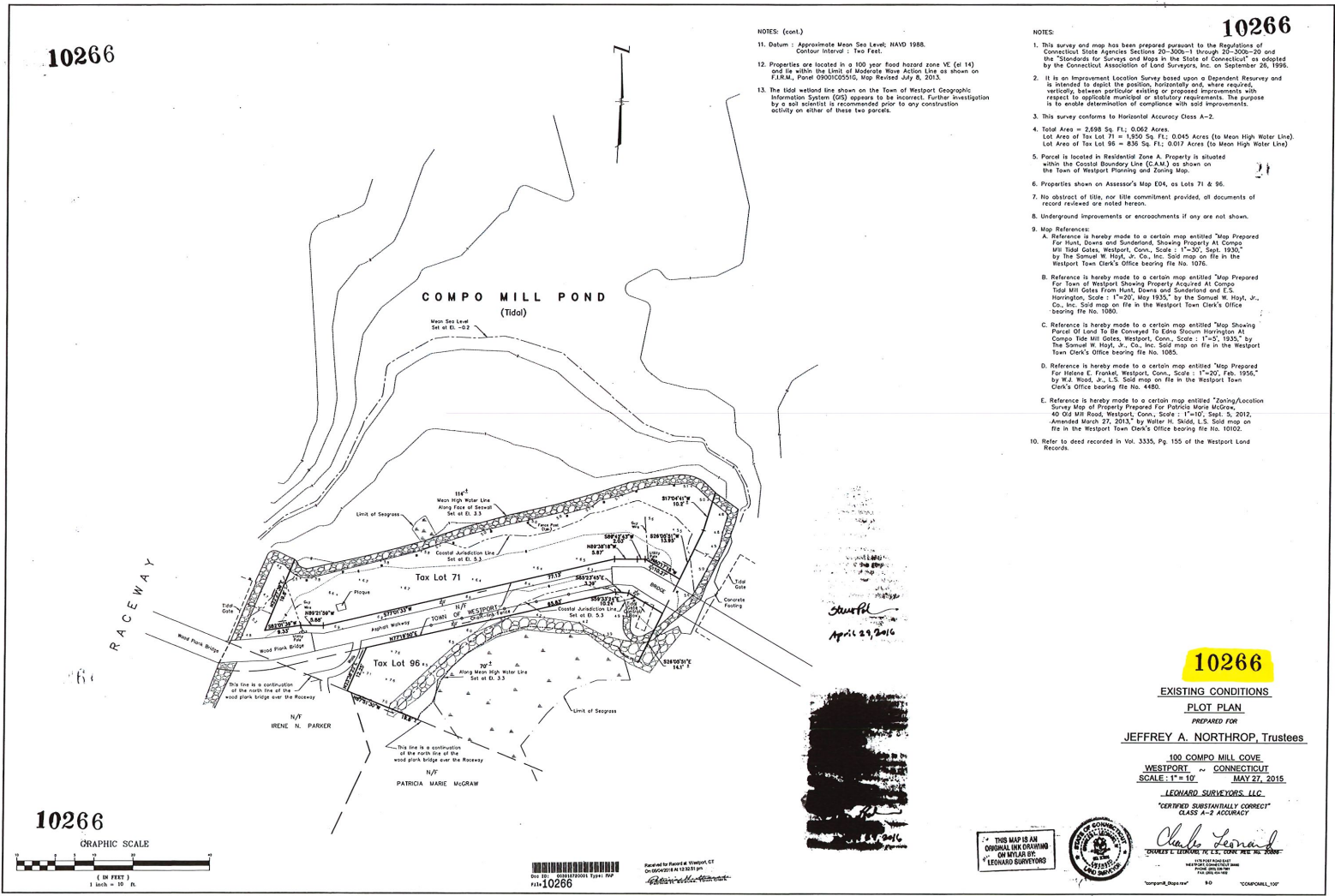


MAP SHOWING  
 PARCEL OF LAND #1085  
 to be conveyed to  
**EDNA SLOCUM HARRINGTON**  
 at  
**COMPO MILL TIDE GATES,**  
**WESTPORT, CONN.**  
 SCALE 1"=5ft. 1935. SAMUEL W. HOYT, JR., CO., INC.,  
 Engineers and Surveyors,  
 So. NORWALK, CONN.

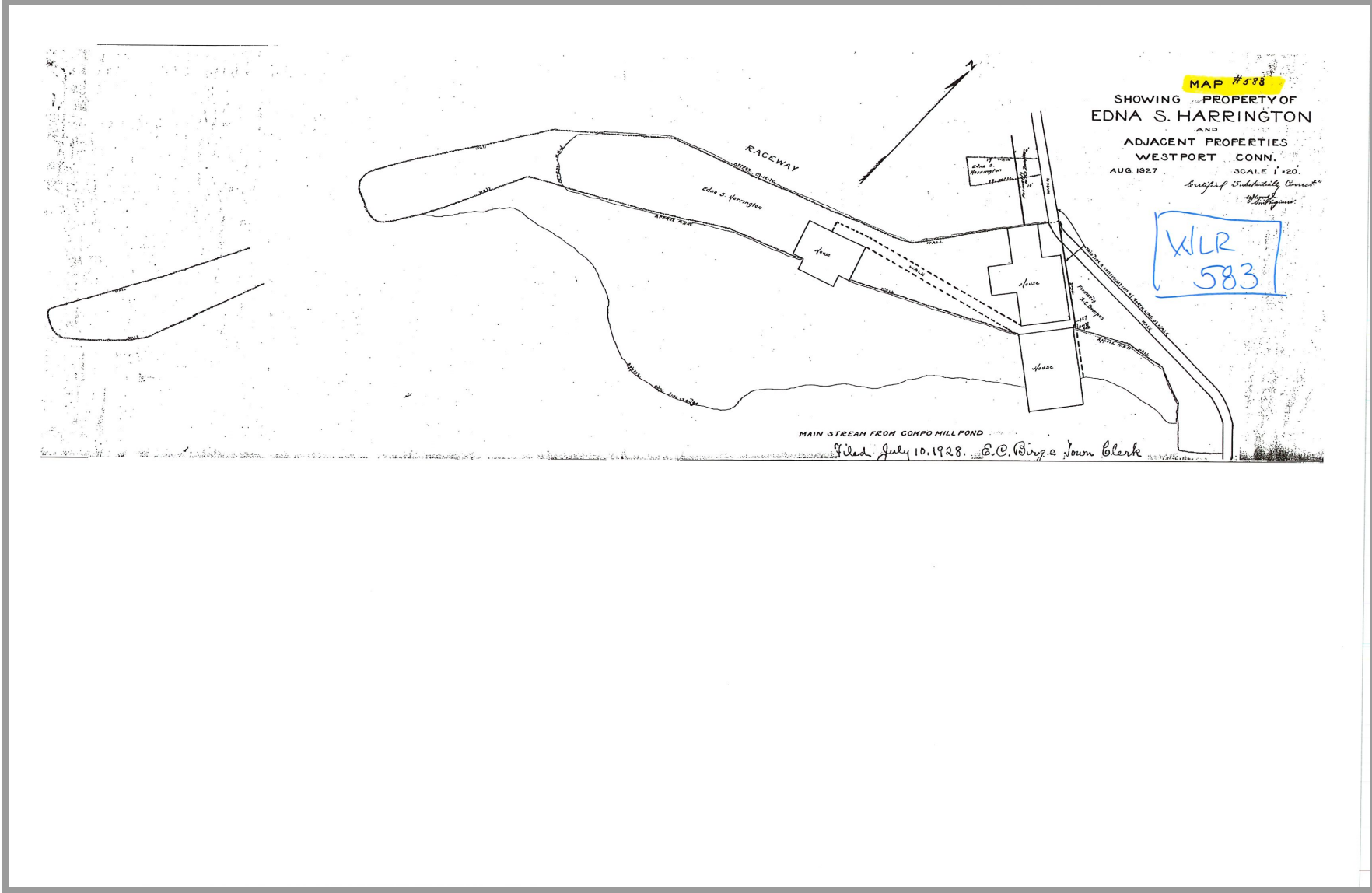
WLR 1076 ↓  
 Refer to 'Map prepared for Hunt, Downs and Sunderland' showing property at Compo Mill Tide Gates, Westport, Conn., Sept. 1930, The Samuel W. Hoyt, Jr., Co., Inc., Engineers and Surveyors.

We hereby certify this map to be substantially correct.  
 SAMUEL W. HOYT, JR., CO., INC.,  
 by Samuel W. Hoyt, Jr. Vice Pres.  
 Surveyor.  
 Filed July 8, 1935. W.A. Trause, Town Clerk











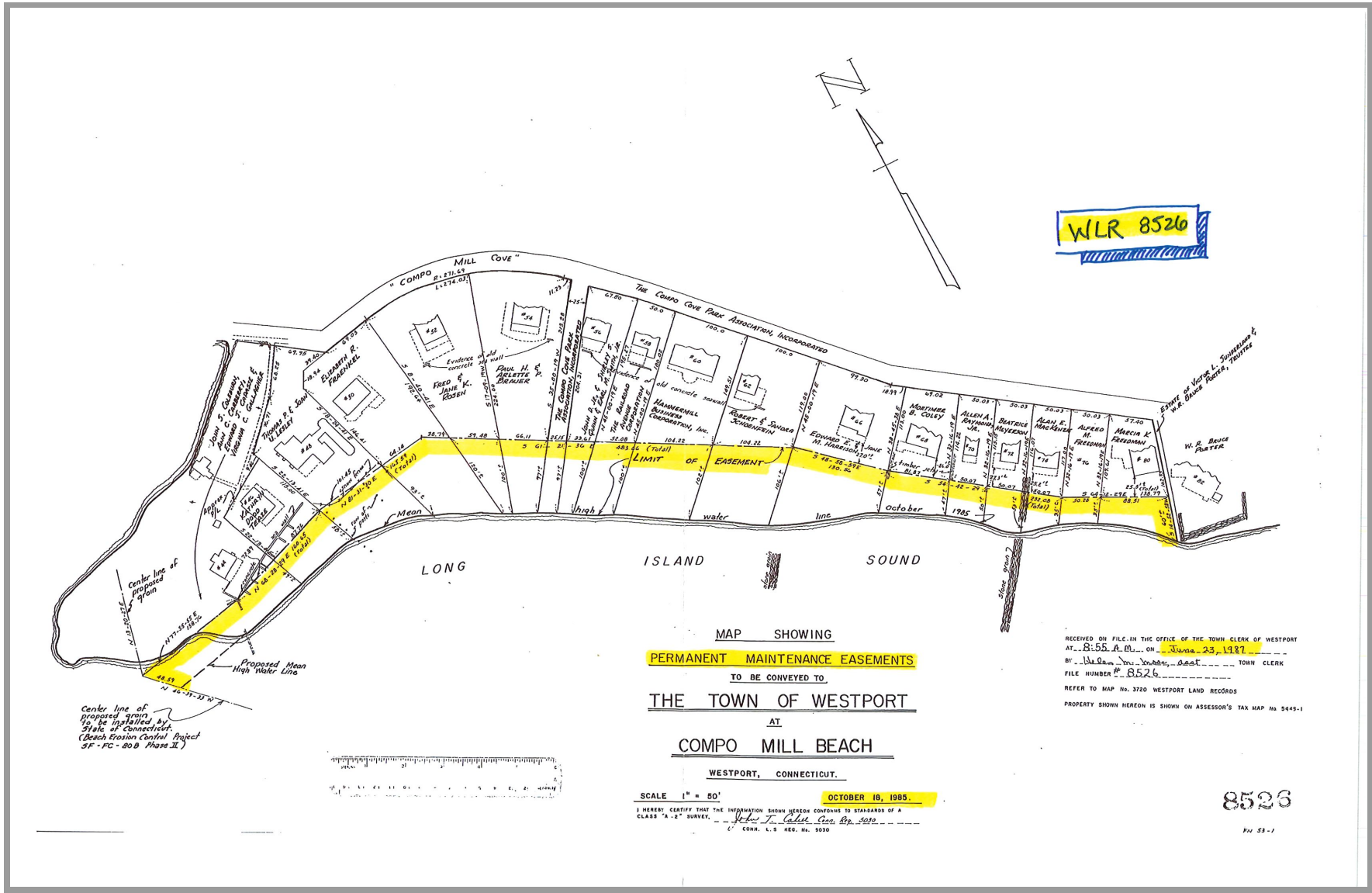
COMPO MILL COVE ACCESS						(1/4) 01-07-2025 (KSW)	
NUMBER	VAL/PG	MAPS	ACCESS	MHW	WLR	8526	
42 E04-095	4257/53	9537	PARCEL B	890/38	Maintenance	(TOW)	
		7069	BHC	24/132	Borden	→ Coleman	
		7762	25' PRIVATE ROW	1629/87			
		9848	CL&P	2951/323	42+46	CMC	
		10331	E: Aquanai	24/386			
43 E04-072	4143/107	✓ 343	Coleburn: Compo Cove	24/132	Borden	→ Coleman	
		✓ 3720	Compo Cove Park	38/395	Hayt	→ Morrison	
		✓ 6428	ATKIN Easement	32/94	(Disbanded)		
		7070	BHC	41/102	Coleburn	→ Hayt	
		✓ 1080	Tide Gates	979/58	Easement: VAN TOBEL	→	
		✓ 1085	Island		Compo Cove Park Assoc.		
44 E04/094	4257/57	9537	PARCEL A	24/132	Borden	→ Coleman	
		7069	BHC	24/386	Bumpus	→ Coleburn	
		7762	25' PRIVATE ROW	890/38	MHW Maintenance	WLR 8526	
		9848	CL&P	1629/87			
		10331	E: Aquanai	2951/323	42+44	CMC	
46 E04-093	3169/163	2683	(Lot only)	2951/323	42, 44, 45, 46	CMC	
		8526	MHW Maintenance	91/407			
		8957	(Lot only)	249/577	ATKIN Easement 6428	WLR	
		7069	BHC	890/42	Maintenance Easement	WLR	
		7762	25' ROW (Private)	1079/189	new tide gates (1990)	8526	
		9537	44+45	CMC			
48 E04-092	4300/187	✓ 3720		81/566			
		✓ 6428	ATKIN	80/192		WLR 8526	
		343	Coleburn: Compo (Lot 2)	890/45	MHW Maintenance Easement		
				979/58	Easement: VAN TOBEL	WLR 6428	

COMPO MILL COVE ACCESS				
NUMBER	VOL / PG	MAPS	ACCESS	(2/4) 01-07-2025 (KSW)
50 E04-091	2674/193	✓ 343 LOT 3		
	• Rights to footbridge	24/297 42/408	Coleburn → " "	Diefendorf (W) " (DC)
52 E04-090	4332/567	✓ 343 LOT 4 ✓ 6428 (ATKIN)	24/132 Borden → Coleman 979/58 Easement: VON TOBEL 1105/155	WLR 6428
54 E04-089	4348/994	✓ 343 LOTS	979/58 Easement: VON TOBEL 890/53 MHW Easement: WLR 8526	WLR 6428
56 E04-088	4053/219	8653 (LOT 6) ✓ 3720 / 343 ✓ 6428 10336 7070 (BHC) 10338	24/132 Borden → Coleburn 24/571 Coleburn → Hyatt 979/58 Easement: VON TOBEL	WLR 6428
58 E04-087	4050/111	8653 (LOT 7) (lot only)	24/132 Borden → Coleburn 24/571 Coleburn → Hyatt 24/560 979/58 Easement: VON TOBEL	WLR 6428
60 E04-086	4140/94	✓ 343 (Lots 8+9) 10011 ✓ 3720 7070 (BHC)	24/132 Borden → Coleburn 34/511 249/577 ATKIN Easement	WLR 6428
62 E04-085	3187/159	✓ 3720 LOTS 10+11	979/58 Easement: VON TOBEL 27/213 LOT 10 75/462 LOT 11 24/132 Borden → Coleburn	WLR 6428
	• Rights to footbridge			

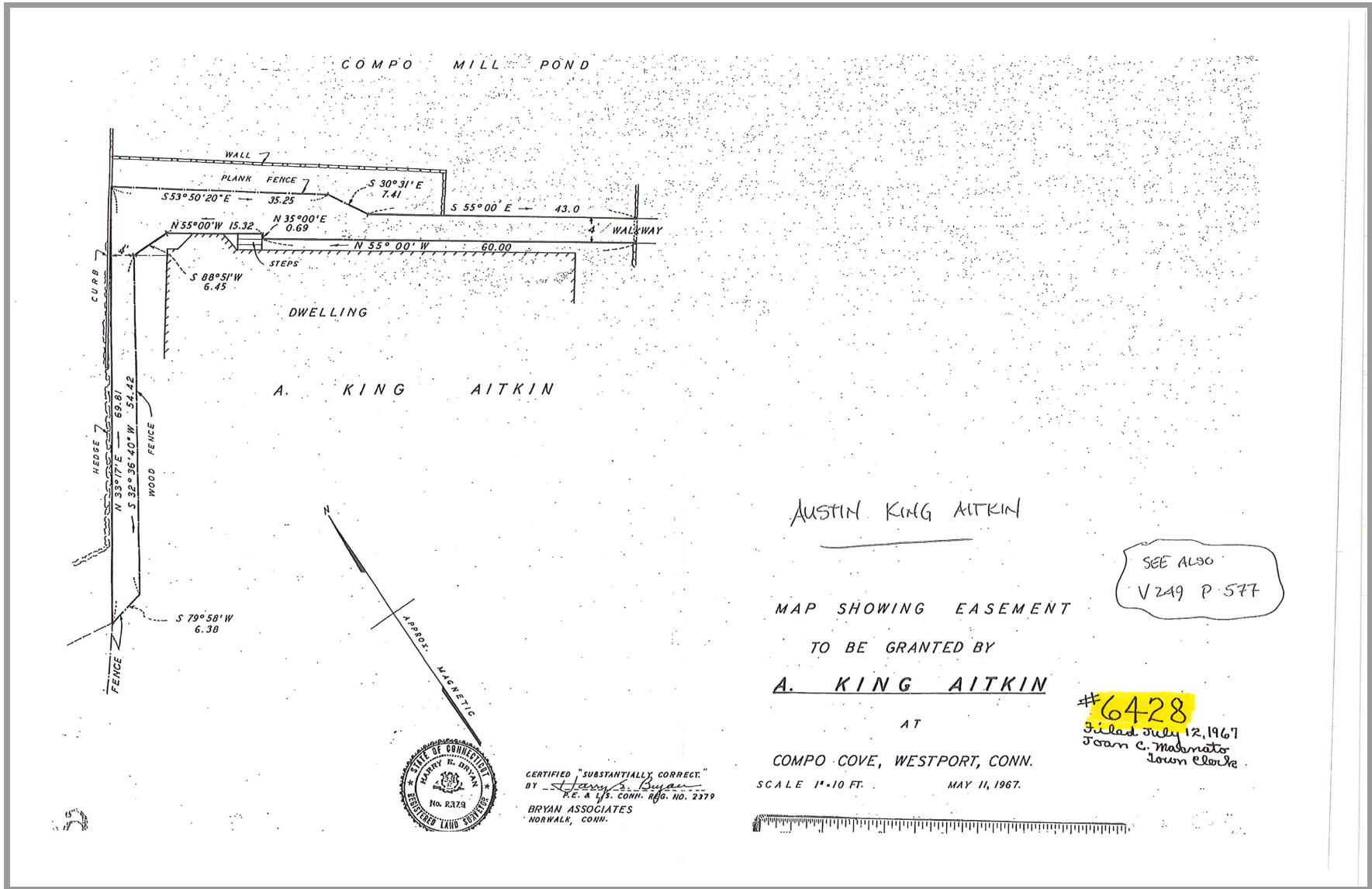
<u>COMPO MILL COVE ACCESS</u>				(3/4) 01-07-2025 (KSW)
NUMBER	VOL/ PG	MAPS	ACCESS	
66 E04-084	2900/267	343 (LOT 13, PAR 12, PAR 14)	249/577	ATKIN Easement WLR 0428
		o Rights to footbridge	Row	608/125 Easement TOW Groin 890/56 Maintenance TOW (WLR 8526) 609/315 Groin WLR 8004 (Temp. Cons. Easement) 24/132 Borden → Coleburn 27/316 Coleburn → Harrington 121/206 75/462 979/58 Easement: VON TOBEL WLR 0428
68 E04-083	1445/287	343 (LOT 15, PAR 14)	24/132	Borden → Coleburn
		o Rights to footbridge	Row	225/542 609/320 Groin WLR 8004 (Temp. Cons. Easement WLR 8526) 890/59 Maintenance TOW (8526) 1079/325 New tide gates (1990)
70 E04-082	3960/347	3720 (LOT 16)	609/322	Groin WLR 8004 (Temp. Cons. Easement WLR 8526) 890/62 Maintenance TOW (8526) 237/741
72 E04-081	4293/201	343 (LOT 17) (BHC) 8004 3720 7070	979/58	Easement: VON TOBEL WLR 0428
		o Rights leading to premises		608/131 Groin WLR 8004 (Temp. Cons. Easement) 609/324 " " "
		o Rights and easements of others in and to any tide gates		890/65 Maintenance TOW (WLR 8526) 1080/337 New tide gates (1990)
74 E04-080	4293/205	343 (LOT 18) 8004 3720 7070	979/58	Easement: VON TOBEL WLR 0428
		o Rights of way leading to the premises		3054/261 Agreement not to Modify 608/128 Groin WLR 8004 (Temp. Cons. Easement) 609/309 " " "
		o Rights to Old Mill Rd		890/68 Maintenance TOW (WLR 8526)
		o Rights to any tide gates		

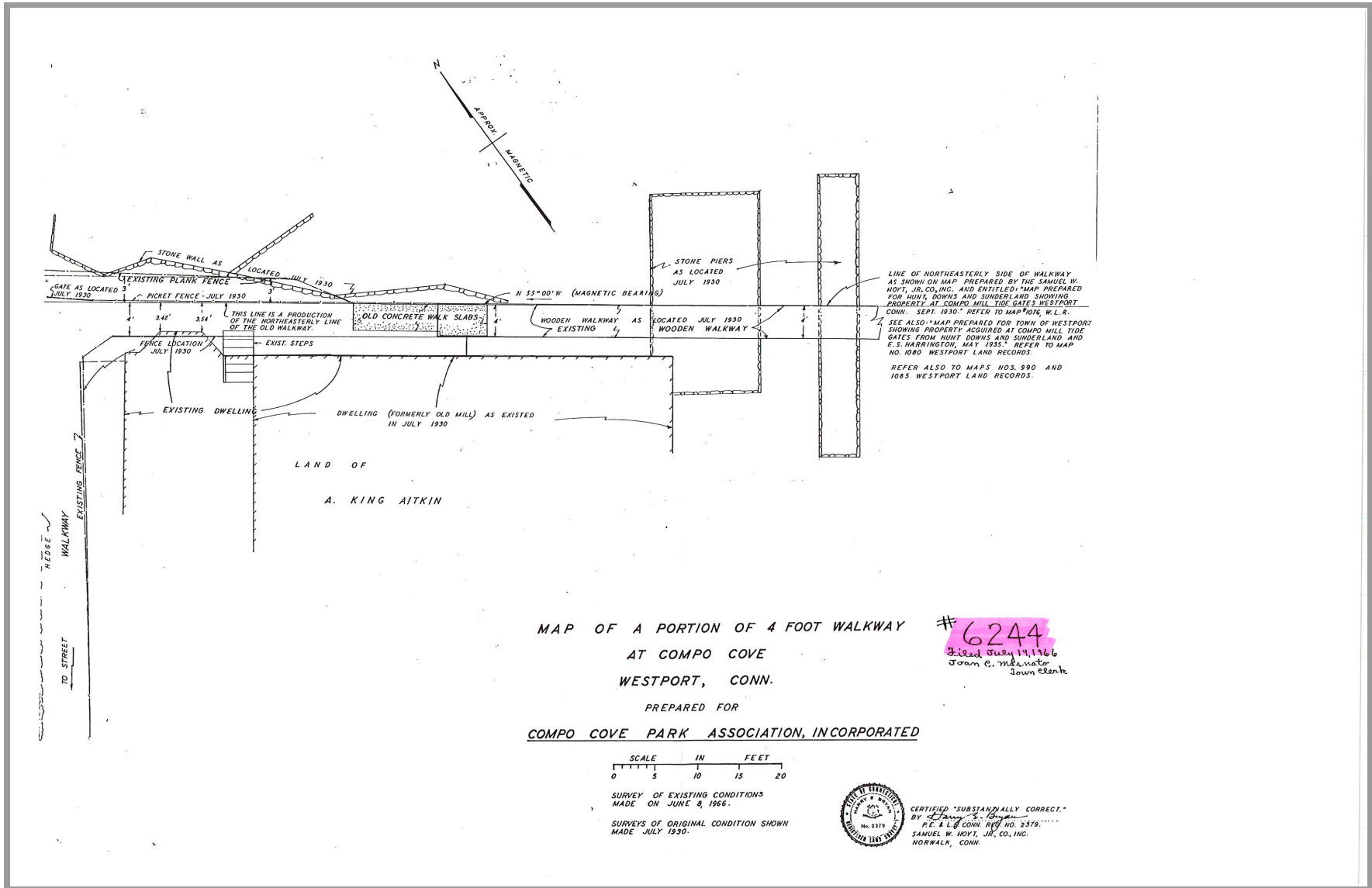
<u>COMPO MILL COVE ACCESS</u>				(4/A) 01-07-2025 (KSW)
NUMBER	VOL/Pg	MAPS	ACCESS	
76	4269/302	7766	41/583	Coleburn → Allen
E04-079	• Rights to footbridge	3720 7070	24/132	Borden → Coleburn
			609/313	Grain WLR 8004 (Temp. Cons. Easement) WLR 8526
			890/77	Maintenance TOW (WLR 8526)
			979/58	Easement Vol TOBEL WLR 6428
80	4229/286	7767	41/583	Coleburn → Allen
E04-078	• Right to public highway • Rights to footbridge	3720	609/311	Grain WLR 8004 (Temp. Cons. Easement) WLR 8526
			890/71	Maintenance TOW (WLR 8526)
			979/58	Easement Vol TOBEL WLR 6428
82	4229/301	551 TRACT B	23/393	Coleburn → Bumyers
E04-077	• Rights to footbridge	3720	24/132	Borden → Coleburn
	• Rights to 25' ROW	7070	49/288	Schuler → Stanford
			449/215	Pipeline easement
			609/326	Grain WLR 8004 (Temp. Cons. Easement)
			1105/155	Easement: CMC over #82, #81
			1722/293	WLR 8872 Sewer Easement
			1797/328	" " " "
81	4229/293	551 TRACT A+B ROW	49/288	Schuler → Stanford
E04-076	• Rights to 25' ROW	3720 7070 8872 8940	24/386	Little Island Boundary
			27/249	Little Island Boundary
			449/215	Pipeline easement
			610/235	Grain WLR 8004 (Temp. Cons. Easement)
			1105/155	Easement: CMC over #82, #81
			1722/293	WLR 8872 Sewer Easement
			1797/328	" " " "











# 9238 PLOT PLAN

Property surveyed for **Linda R. Martin**

Location # 35 Old Mill Road, Westport, Connecticut  
 Shown as "Property of Edward Terhune" on map entitled, "Map of Property at Compo Pond --- Nov. 7, 1908 -- Scale 1"=50'" File Number 91B - Westport Town Clerk's Office

Scale: 1" = 20'

Date: July 25, 1994

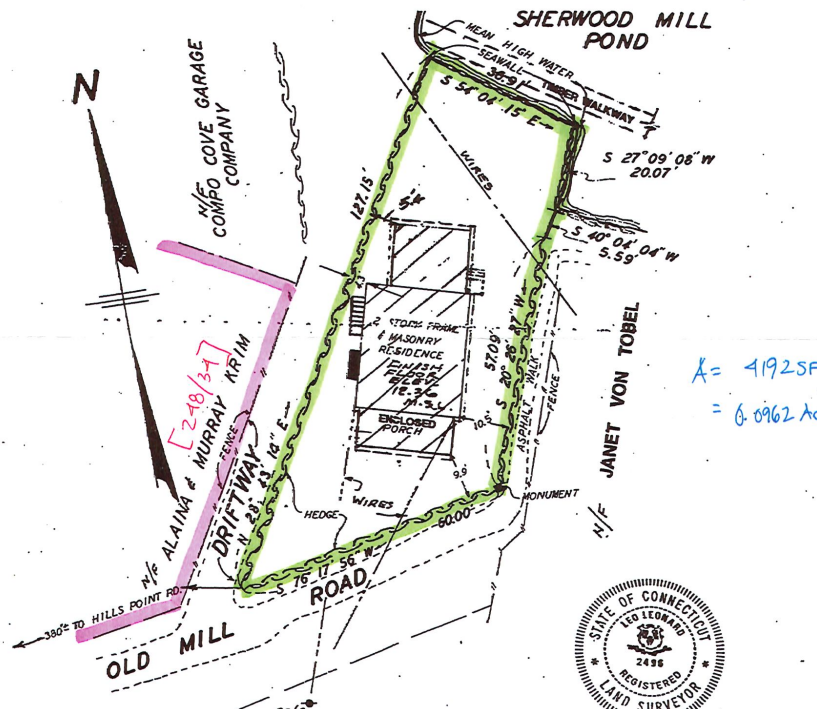
**9238**

**Lot Area = 4,192 Sq. Ft.** "As-Built" - Sept. 21, 1995

Coverage : 1,048 Sq. Ft. = 25.00 %

Premises Situated in "B" Residence Zone and are Shown as Assessor's Lot # 95 on map 5448-1

Note: Coverage computations include chimney and roof overhangs



9238

Rec'd for record  
 by Ruth M. Carayon,  
 Asst. Town Clerk Feb. 20, 1998 @  
 9:40 a.m.

The owner hereby attests to the fact that this plan is correct and a true and accurate copy as shown by the General Survey of Connecticut and the Town of Westport and may be recorded without prior approval of the Planning and Zoning Commission.

Leo Leonard  
 2/19/98

Technical Reproductions Inc.  
 32-A Main Ave., Norwich, Conn. 06251  
 Tel: (860) 849-0100 Fax: (860) 849-0471  
**WASH-OFF MYLAR**

**CERTIFIED "SUBSTANTIALLY CORRECT"**  
**CLASS "A-2" ACCURACY**  
**LEONARD SURVEYORS**  
**WESTPORT, CONN.**

*Leo Leonard*  
 LEO LEONARD - SURVEYOR

**9238**

BOOK 1051 PAGE 0233

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, JANET E. VON TOBEL of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantor, for the consideration of One Dollar (\$1.00) and other good and valuable considerations, received to my full satisfaction of the Town of Westport, Connecticut, hereafter called the Grantee, do give, grant, bargain, sell and confirm unto the agents, servants and employees of the said Town of Westport, the right, privilege and authority to pass and repass across my property to its properties within the strip of land herein described along the westerly and northerly sides of the dwelling house on the property of the Grantor.

The land affected by said easement is all that certain tract or parcel of land in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

Beginning at a point where a fence on the Grantor's property intersects the southerly side of a path leading to Old Mill Road, thence proceeding N 33 17' E 69.81 feet, along a hedge to an existing plank fence, thence proceeding N 53° 50' 20" E 35.25 feet, thence S 30° 31' E 7.41 feet along said plank fence, then S 55 00' E. 43.00 feet to a stone piling on Compo Mill Pond, then across said walkway in a southerly direction a distance of four (4) feet, thence N 55 00' W 60.00 feet to the steps leading from the dwelling owned by the Grantor, then N 35 00' E 0.69 feet, then again N 55 00' W 15.32 feet across the front of a bay window on said dwelling to a point, then S 88 51' W. 6.45 feet to the end of an existing wood fence, thence S 32 36' 40" W 54.42 feet along said wood fence, then S 79 58' W 6.38 feet, to the point or place of beginning.

NLR  
6928

BOOK 1051 PAGE 0234

Being the easement shown on that certain map entitled "Map Showing easement to be Granted by A. KING ATKIN at Compo Cove, Westport, Connecticut dated May 11, 1967, Certified Substantially Correct by HARRY E. BRYAN, Bryan Associates, Norwalk, Connecticut; which map is on file in the Westport Land Records.

The said easement is for the use of the Grantee's agents, servants and employees only and cannot be transferred or assigned to anyone else. Any attempt to transfer or assign the said easement shall render the grant of the easement null and void.

The Grantor herein reserves the right to herself, her heirs and assigns to continue to use the land within which the above easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantee, for the purpose for which this easement is granted.

The Grantee is to have the right to enter on the land within said easement for the purpose of repairing and maintaining it at its own expense, and for the purpose of replacing, restoring and/or maintaining tide gates adjacent thereto, and it shall in no way be authorized or allowed to charge such repairs and maintenance expenses to the Grantor, her heirs or assigns, or to enlarge the size or use of said easement when repairing and maintaining it.

The Grantee shall indemnify the Grantor and hold the Grantor harmless for any and all liability arising solely out of or in connection with the Grantee's use of the said easement.

WLR  
6428

BOOK 1051 PAGE 0235

The Grantor reserves the right to grant similar easements to others across the same land.

Grantor reserves the right to install a gate and lock at the entrance to the easement and will make keys available to Grantee.

The granting of this written easement shall in no way be construed to affect, create, increase, or diminish any easements or rights of way of others across said property if and to the extent that such easements may exist by implication, prescription or otherwise.

To have and to hold the above granted rights, privileges and authority unto the said Grantee, and to its own proper use or benefit.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>rd</sup> day of April, 1990.

Signed, Sealed and Delivered in the presence of:

Alan R. Spira  
Alan R. Spira

Janet E. Von Tobal  
Janet E. Von Tobal

Thomas M. Hyde  
Thomas M. Hyde

STATE OF CONNECTICUT }  
COUNTY OF FAIRFIELD } ss: Westport

April 3, 1990

Personally appeared Janet E. Von Tobal, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Alan R. Spira  
Alan R. Spira  
Commissioner of the Superior Court

RECEIVED FOR RECORD APRIL 11, 1990 at 10:01 A.M. and RECORDED by Thomas M. Hyde  
Westport Town Clerk

BOOK 979 - PAGE 058

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, JANET H. VON TOBEL of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantor, for the consideration of One Dollar (\$1.00) and other good and valuable considerations, received to my full satisfaction of W.R. BRUCE PORTER, TRUSTEE, COMPO COVE PARK ASSOCIATION, INC., MICHAEL C. KATZ, JOAN V. LESLEY and THOMAS P. LESLEY, ELIZABETH R. FRAENKEL, FRED ROSEN and JANE K. ROSEN, PAUL H. BRAUER and ARLETTE P. BRAUER, COMPO COVE ASSOCIATES, ROBERT SCHOENFEIN and SANDRA SCHOENFEIN, MORTIMER B. COLEY, ALLEN A. RAYMOND, BEATRICE MEYERSON, ALAN E. MACKENZIE, MARCIA K. FREEMAN, ALFRED M. FREEDMAN, MARGUERITE F. PORTER, TRUSTEE and W.R. BRUCE PORTER all of the Town of Westport, County of Fairfield and State of Connecticut, hereafter called the Grantees, do give, grant, bargain, sell and confirm unto the said grantees, their heirs and assigns forever, the right, privilege and authority to pass and repass across my property to their properties within the strip of land herein described along the westerly and northerly sides of the dwelling house on the property of the Grantor.

n=17

The land affected by said easement is all that certain tract or parcel of land in the Town of Westport, County of Fairfield and State of Connecticut, bounded and described as follows:

Beginning at a point where a fence on the grantor's property intersects the southerly side of a path leading to Old Mill Road, thence proceeding N 33 17' E 69.81 feet along a hedge to an existing plank fence, thence proceeding S 53 50'20" E 35.25 feet, then S 30 31' E 7.41 feet along said plank fence, then S 55 00' E 43.00 feet to a stone piling on

WLR 6428

BOOK 979 - PAGE 059

Compo Mill Pond, then across said walkway in a southerly direction a distance of four (4) feet, thence N 55 00' W 60.00 feet to the steps leading from the dwelling owned by the grantor, then N 35 00' E 0.69 feet, then again N 55 00' W 15.32 feet across the front of a bay window on said dwelling to a point, then S 88 51' W 6.45 feet to the end of an existing wood fence, thence S 32 36' 40" W 54.42 feet along said wood fence, then S 79 58' W 6.38 feet, to the point or place of beginning.

Being the easement shown on that certain map entitled "Map Showing Easement to be Granted by A. KING AITKIN at Compo Cove, Westport, Connecticut dated May 11, 1967, Certified Substantially Correct by HARRY E. BRYAN, Bryan Associates, Norwalk, Connecticut; which map is on file in the Westport Land Records.

WLR  
0428

The Grantor herein reserves the right to herself, her heirs and assigns to continue to use the land within which the above easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the Grantees, their heirs and assigns, for the purpose for which this easement is granted.

The Grantees are to have the right to enter on the land within said easement for the purpose of repairing and maintaining it at their own expense, and they shall in no way be authorized or allowed to charge such repairs and maintenance expenses to the grantor, her heirs or assigns, or to enlarge the size or use of said easement when repairing and maintaining it.

The Grantor reserves the right to grant similar easements to others across the same land.

-2-

Book: 979 Page: 58 File Number: 2873 Seq: 2 of 3

BOOK 979 - PAGE 060

Grantor reserves the right to install a gate and lock at the entrance to the easement and will make keys available to Grantees.

The granting of this written easement shall in no way be construed to affect, create, increase, or diminish any easements or rights of way of others across said property if and to the extent that such easements may exist by implication, prescription or otherwise.

To have and to hold the above granted rights, privilege and authority unto the said Grantees, their heirs and assigns forever, and to their own proper use or benefit.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8<sup>th</sup> day of November, 1988.

Signed, Sealed and Delivered in the presence of

Alan R. Spizer  
ALAN R. SPIZER  
Janet E. Von Tobel  
JANET E. VON TOBEL  
C. Noel Hergarava  
C. NOEL HERGARAVA

STATE OF CONNECTICUT ) ss: Westport                      November 8, 1988  
COUNTY OF FAIRFIELD )

Personally appeared Janet E. Von Tobel, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Alan R. Spizer  
Alan R. Spizer  
Commissioner of the Superior Court

Received for record NOVEMBER 14 1988 at 10:21 A. M. and recorded by Joan M. Nuda  
Westport Town Clerk

VOL 249 PAGE 577

EASEMENT

Know All Men By These Presents, that I KATHLEEN P. AITRIN of the Town of Westport, County of Fairfield, and State of Connecticut, hereafter called the grantor, for the consideration of One Dollar (\$ 1.00) and other good and valuable considerations, received to my full satisfaction of DONALD W. COLEY, <sup>Kathryn</sup> MOSES H. TEAZE, ~~KATHLEEN~~ TEAZE, EDWARD E. HARRISON and JANE M. HARRISON, all of the Town of Westport, County of Fairfield, and State of Connecticut, hereafter called the grantees, do give, grant, bargain sell and confirm unto the said grantees, their heirs and assigns forever, the right, privilege and authority to pass and repass across my property to their properties within the strip of land herein described along the westerly and northerly sides of the dwelling house on the property of the grantor.

The land affected by said easement is all that certain tract or parcel of land in the Town of Westport, County of Fairfield, and State of Connecticut, bounded and described as follows:

WLR  
6428

Beginning at a point where a fence on the grantor's property intersects the southerly side of a path leading to Old Mill Road, thence proceeding N 33°17' E 69.81 feet along a hedge to an existing plank fence, thence proceeding S 53°50'20" E 35.25 feet, then S 30°31' E 7.41 feet along said plank fence, then S 55°00' E 43.00 feet to a stone piling on Compo Mill Pond, then across said walkway in a southwesterly direction a distance of four (4) feet, thence N 55°00' W 60.00 feet to the steps leading from the dwelling owned by the grantor, then N 35°00' E 0.69 feet, then again N 55°00' W 15.32 feet across the front of a bay window on said dwelling to a point, then S 88°51' W 6.45 feet to the end of an existing wood fence, then S 32°36'40" W 54.42 feet along said wood fence, then S 79°58' W 6.38 feet, to the point or place of beginning.

LAW OFFICES  
KEOGH,  
CANDEE & BURKHART  
84 WALL STREET  
NORWALK, CONN.

Being the easement shown on that certain map entitled "Map Showing Easement to be Granted by A. KING AITRIN at Compo Cove, Westport, Connecticut dated May 11, 1967, Certified Substantially Correct by HARRY E. BRYAN, Bryan Associates, Norwalk, Connecticut."

WLR  
6428

VOL 248 PAGE 578

which map is to be filed in the Westport Land Records.

The grantor herein reserves the right to herself, her heirs and assigns to continue to use the land within which the above easement has been granted for any uses and purposes which do not in any way interfere with the use thereof by the grantees, their heirs and assigns, for the purpose for which this easement is granted.

The grantees are to have the right to enter on the land within said easement for the purpose of repairing and maintaining it at their own expense, and they shall in no way be authorized or allowed to charge such repairs and maintenance expenses to the grantor, her heirs or assigns, or to enlarge the size or use of said easement when repairing and maintaining it.

The grantor reserves the right to grant similar easements to others across the same land.

The granting of this written easement shall in no way be construed to affect, create, increase, or diminish any easements or rights of way of others across said property if and to the extent that such easements may exist by implication, prescription or otherwise.

To Have and To Hold the above granted rights, privilege and authority unto the said grantees, their heirs and assigns forever, and to their own proper use or benefit.

In Witness Whereof, I have hereunto set my hand and seal this 31<sup>st</sup> day of May, 1967.

Signed, Sealed and Delivered in presence of

Robert A. Fuller  
Robert A. Fuller

Kathleen P. Aitkin  
Kathleen P. Aitkin

Linda Cheh  
Linda Cheh

LAW OFFICES  
KEOGH,  
CANDEE B. BURKIART  
84 WALL STREET  
NORWALK, CONN.

State of Connecticut                      Norwalk                      May 31, 1967  
County of Fairfield

Personally Appeared KATHLEEN P. AITKIN Signer and Sealer of the foregoing Instrument, and acknowledged the same to be free act and deed before me.

Received for record July 12, 1967  
at 3:09 P.M. and recorded by  
Jean E. Mastrot  
Westport Town Clerk

Robert A. Fuller  
Robert A. Fuller  
Commissioner of the Superior  
Court

V 41 P 583

α. 583

WARRANTY-VOL. 41

To all People to whom these Presents shall come,--ORRECTING:

KNOW YE, THAT I, Arthur B. Coleburn of Norwalk, Fairfield County, Connecticut,

for the consideration of One Dollar and other valuable considerations,

received to my full satisfaction of John J. Allen and William W. Allen both of Danbury, in said County and State,

Do Give, Grant, Bargain, Sell and Confirm unto the said John J. Allen and William W. Allen, All those certain tracts or parcels of land, situated in the town of Westport, in the State of Connecticut, known as Lots Numbers nineteen, twenty, and the westerly portion of Lot Number twenty one, on "Map of shore lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn., made by C. N. Wood, C. E. 1904" in the possession of the Grantor, but to be filed in the office of the town clerk of said Westport; and bounded Northerly, 107.37 feet, by other land of the Grantor and the estate of Henry F. Coleburn, deceased; Easterly, by the remaining portion of said Lot No. 21, belonging to Herman Bumpus; Southerly 144.49 feet, more or less, by the beach of Long Island Sound; and Westerly, 118.14 feet by Lot No. 18 on said map.

Together with a right of way, to and from said premises, over land of the estate of Henry F. Coleburn, deceased and the Grantor, on the north, to the foot bridge at the Compo Mill Pond, so-called.

And also, together with the use, in common with the Grantor, his heirs and assigns and with other, of the way described in the deed of William A. Horden to Henry F. Coleburn, recorded in the Westport Land Records, Vol. 24, page 132 upon the conditions described in said deed, and upon the further condition that the Grantees, their heirs and assigns, shall pay their proportionate share of the cost of keeping the passage way in repair, as described in said deed, said proportionate share to depend upon the number of residences erected upon said Compo Cove.

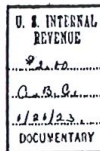
But this deed is given and accepted, upon the express condition and limitation, that the said Grantees, their heirs and assigns, shall erect no building on said premises, at a cost of less than Eight hundred dollars; that no spirituous or intoxicating liquors shall be sold on said premises; and that there shall not be erected, kept or maintained on said premises any hotel, boarding house, or house of public entertainment, or bathing pavilion or barn.

TO HAVE AND TO HOLD the above granted and bargained premises, with the privileges and appurtenances thereof, unto them the said grantee,s, their heirs and assigns, forever, to them and their own proper use and behoof. And also, I the said grantor do for myself, my heirs, executors and administrators covenant with the said grantees, their heirs and assigns, that at, and until the encalling of these presents I am well seized of the premises as a good indefeasible estate in FEU SIMPLE; and have good right to bargain and sell the same, in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, I the said grantor do by these Presents, bind myself and my heirs forever to warrant and defend the above granted and bargained premises to them the said grantee,s; their heirs and assigns, against all claims and demands whatsoever.

In Witness Whereof, I have hereunto set my hand and seal this 26th day of June A. D. 19 23

Signed, Sealed and Delivered }  
in presence of }  
Horace E. Dunn  
Louis Goldschmidt



Arthur B. Coleburn [SEAL]  
[SEAL]  
[SEAL]

STATE OF CONNECTICUT, FAIRFIELD COUNTY, ss., Westport, Norwalk, June 26 A. D. 19 23

Personally appeared Arthur B. Coleburn

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

Louis Goldschmidt

-Justice of the Peace,  
Notary Public,  
Commissioner of Superior Court  
for Fairfield County.

Received for record June 29, 1923

at 3.30 P.M.

Recorded by

E. C. Birge Town Clerk.

132

V 24 PG. 132

BORDEN  
→ COLEBURN

QUIT-CLAIM DEED.

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

Know ye, that I, **William A. Borden** of the City and County of New Haven, of the State of Connecticut, for the consideration of One Dollar and other valuable considerations, received to my full satisfaction of **Henry P. Coleburn** of Norwalk, Fairfield County in said State, do remise and forever quit-claim unto the said Coleburn, his heirs and assigns forever, all the right, title and interest, claim and demand, whatsoever, as I, the said releasor, have or ought to have, in or to a certain tract of land situate in the town of Westport, and bounded and described as follows:

Refer to WLR 91B, 1080, 3720, 343

ACCESS

Beginning at the Northwest point of the East abutment of the tide gate of Compo Mill Pond, and following the shore of said Pond in a curved line as said shore now is, seventy-five feet more or less; thence South eighteen and one half degrees West, Three Hundred and forty five feet, more or less, along the line of the land owned by Henry P. Coleburn, to the shore of Long Island Sound; thence along the shore of Long Island Sound One Hundred and forty three feet, more or less, to the South end of a row of piles, as the same now stand; thence in a Northeasterly direction along the East shore of the East stream flowing from said Compo Mill Pond, as the same now flows, Three Hundred and thirty nine feet, more or less, to the Southeast corner of the old landing stage; thence East Forty two degrees South, Forty five feet to stone set up; thence North Forty degrees East, Fifty one feet to a stone set up; thence West Forty two degrees, North, forty five feet to the starting point.

Reserving the right to enter upon said premises for the purpose of rebuilding and repairing said wall and preserving the integrity of said stream as it now flows. There is also hereby conveyed to the said releasee, his heirs and assigns, and to no other persons, the right to construct and maintain a foot passage way over and upon the timbers now in place and any substitutes therefor at the foot of the pond called Compo Mill Pond for the purpose of giving access to the land hereby conveyed to the releasee, which passage way shall be erected and maintained, if at all, at the sole expense of the releasee, his heirs and assigns, and at their risk, and the releasor, his heirs and assigns, assume no responsibility for any accident that may occur in connection with the use thereof, said right of passage way to continue only so long as the owners of the dam shall see fit to maintain the same.

The releasee shall maintain hand rails along said passage way during the existence of said passage way.

To Have and to Hold the premises, with all their appurtenances, unto the said releasee, his heirs and assigns forever, so that neither I, the releasor, nor my heirs, nor any other person under me or them shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom I and they are by these presents forever barred and secluded.

In Witness Whereof, I have hereunto set my hand and seal this fifth day of August, A. D. 1902.

Signed, sealed and delivered in presence of

W. A. Borden. LS

Joseph G. Hyatt.

Mary A. Hyatt.

State of Connecticut, Fairfield County, ss.

Westport, August 5th, 1902.

Personally appeared, William A. Borden, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me.

Joseph G. Hyatt.

Notary Public.

Received for record, August 5th 1902.

for Fairfield County.

and recorded by

Mary A. Hyatt.

Asst. Town Clerk.

Westport, Connecticut, Town Clerk's Office | Jeffrey Dunkerton,  
Town Clerk, (203) 341-1110













Keith S Wilberg

Search Results 1 to 3 of 3 For Book: 24 Page: 132

Searched on 12/30/2024 9:50:42 AM ET

Filters:

Selected Rows Printed

#	View	Scan Pages	Date	Type	Party One	Party Two	Description	File#	Book/Page
1	  		08/05/1902	LAN DEED	BORDEN, WILLIAM A	COLEBURN, HENRY F	[Q C]		24 / 132
<b>Related Documents:</b>									
 Index Type: LAN Kind Of Inst: Q C Book: 2803 Page: 253 File #: 8035 Date Filed: 05/29/2007 Scan Pages: 2									
2	  		08/05/1902	LAN	BORDEN, WILLIAM A	COLEBURN, HENRY F	[Q C] [Q C]		24 / 132
<b>Related Documents:</b>									
 Index Type: LAN Kind Of Inst: WAR DEED Book: 4050 Page: 111 File #: 2629 Date Filed: 09/28/2020 Scan Pages: 2									
 Index Type: LAN Kind Of Inst: WAR DEED Book: 4053 Page: 219 File #: 2846 Date Filed: 10/09/2020 Scan Pages: 3									
 Index Type: LAN Kind Of Inst: WAR DEED Book: 4140 Page: 94 File #: 9243 Date Filed: 06/17/2021 Scan Pages: 4									
 Index Type: LAN Kind Of Inst: WAR DEED Book: 4229 Page: 301 File #: 5936 Date Filed: 03/29/2022 Scan Pages: 4									
 Index Type: LAN Kind Of Inst: WAR DEED Book: 4269 Page: 302 File #: 995 Date Filed: 09/07/2022 Scan Pages: 3									

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**Know all Men by these Presents, That We, Henry F. Coleburn of Norwalk, Fairfield County, Connecticut and Arthur B. Coleburn, of Middletown, Middlesex County, Connecticut**

For the consideration of One Dollar and other valuable considerations received to OUR full satisfaction of Hermon G. Bumpus, of New Rochelle, in the State of New York,

do by these presents remise, release, and forever Quit Claims unto the said Hermon G. Bumpus all right, title, interest, claim and demand whatsoever, which we the said Bumpus he was ought to have in or to the easterly half of lot No. 21, as shown on a Map of Shore Lots, belonging to M. F. and A. B. Coleburn, at Compo Cove, Westport, Conn. made by C. M. Wood, C. E., and now in the possession of the grantors, but to be filed in the office of the Town Clerk of said Westport; being a line drawn from the centre of the rear line of said lot to the center of the front line of said lot, and being about 7 57/100 feet in the rear and 44 42/100 feet in the front, bounded North by other land of the grantors, East by land of the grantee, South by beach of Long Island Sound and West by other land of the grantors. Together with a right of way to and from said premises over the land of said grantors on the North to the foot bridge at the Compo Mill Pond, so called.

And also, together with the use, in common with the grantors, their heirs and assigns, of the way described in the deed of William A. Borden to the grantor H. F. Coleburn recorded in the Westport Land Records, Vol. 24, page 132, upon the condition described in said deed, and upon the further condition that the grantee, his heirs and assigns shall pay his or their proportionate share of the cost of keeping the passage way in repair as erected upon said Compo Beach. But this deed is given and accepted upon the express condition and limitation that the grantee, his heirs and assigns shall sell no spirituous or intoxicating liquors on said premises, and that any breach of any of the conditions in this deed shall work a forfeiture of the above granted premises and to hold the premises with all the appurtenances, unto the said Bumpus his heirs and assigns forever, so that neither we the said Bumpus nor OUR heirs, nor any person under US or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these presents forever barred and excluded.

In witness whereof, we have hereunto set OUR hand and seal this 21st day of June A. D. 1905

Signed, sealed and Delivered }  
in Presence of }  
Louis Goldschmidt. as to H. F. C.  
Levi Warner.  
W. O. Howard. as to A. B. C.  
M. O. Murphy.

Henry F. Coleburn. SEAL.  
Arthur B. Coleburn. SEAL.

State of Connecticut, } ss: Norwalk, June 21st A. D. 1905  
Fairfield County, }

Personally appeared Henry F. Coleburn  
signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Louis Goldschmidt. Notary Public,  
Justice of the Peace  
County Clerk of the Superior Court for Fairfield County.

A true copy of the original. Recorded July 1st 1905 Attest: TOWN CLERK.  
Time \_\_\_\_\_

*Since Connecticut instrument not numbered the same is to be in the act and deed before me.*

*File of Connecticut of Middletown June 22nd 1905. Personally appeared, under B. Coleburn, signor and sealer of the within County of Middlesex instrument and acknowledged the same to be his free act and deed before me. (Seal)*

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COLEBURN, HENRY F.

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County Clerk's Certificate--continued

MANUSCRIPT--VOL. 48

THE COMPO COVE

PARK ASSOCIATION, INC.

Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said Court and County, the 4th day of Sept. 1925.

(Seal) James A. Donegan, Clerk

Received for record September 5, 1925 at 8:10 A. M. and recorded by

*E. C. Surge*

Town Clerk

EXECUTOR'S DEED--TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME.

Whereas, at a Court of Probate, holden at Norwalk, within and for the District of Norwalk, on the 30th day of September, 1921, upon the application of Kenneth M. Coleburn, of said Norwalk, as Executor of the will of Henry F. Coleburn, late of Norwalk, in said District, deceased, upon due public notice given, and due proceedings had, in the due course of settlement of the estate of said deceased, an order was made authorizing and empowering said Kenneth M. Coleburn, Executor as aforesaid to sell, at private sale, unless before such sale was made, said Court by a further order should otherwise decree, as he should deem to be to the best advantage, and convey all such right, title and interest as said Henry F. Coleburn had at the time of his decease, in and to certain real estate described in said order, of which the premises hereinafter described are a part, first giving a probate bond in the sum mentioned in said order, and giving public notice that said real estate was for sale, by publishing a notice to that effect in a newspaper having a circulation in said District of Norwalk, as to the Norwalk real estate, and in a newspaper having a circulation in Westport, as to the Westport real estate; all which more fully appear by the records of said Court, reference thereto being had.

And whereas, pursuant to said order, said Kenneth M. Coleburn, Executor as aforesaid, first gave a probate bond in the sum required, to the satisfaction of said Court of Probate, and gave notice that the real estate hereinafter described was for sale, by publishing a notice to that effect in the Westporter Herald, a newspaper having a circulation in said Westport; and pursuant to said order, no further order having been made by said Court, he sold at private sale, deeming the same to be to the best advantage, all the right, title and interest as said Henry F. Coleburn had at the time of his decease, in or to the real estate hereinafter described, for the sum of One dollar and other valuable considerations, to The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport in said State.

Now therefore, know ye, that I, the said Kenneth M. Coleburn, Executor as aforesaid, under the pursuant to the power and authority given as aforesaid, and in consideration of said sum received to my full satisfaction of said The Compo Cove Park Association, Incorporated, do give, grant, bargain, sell and confirm unto the said The Compo Cove Park Association, Incorporated, all the right, title, interest, claim and demand, which the said Henry F. Coleburn had at the time of his decease, in and to the following described real estate, to wit:

An undivided one-half share and interest, in and to a certain tract of land, being salt meadow, situated at Compo Cove, so called, in said town of Westport and bounded: Northwly by the salt meadow of John Guyen, by a Creek or Ditch, and land formerly of Mrs. Frances Sherwood, and by land formerly of Samuel W. Hoyt, Jr. and Susan S. Hoyt, and now of Morrison; Easterly by land of said Morrison, land formerly of Mrs. Frances Sherwood, and by Creek or Ditch; Southwly by land of said Morrison, land of H. Heyn, the estate of Henry F. Coleburn, deceased and Arthur B. Coleburn, land of Allen R. Diefendorf, land of Margaret S. Lees, land of Frederick D. Huland, by the tract next described, and by Lots Numbers 6 to 21 inclusive, on "Map of shore lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn." belonging to various persons; the boundary line between the tract hereby conveyed and said other land of the estate of Henry F. Coleburn and Arthur B. Coleburn, commences at the southeasterly end of the bridge at the westerly side of the tract hereby conveyed, and runs in a straight line on a course of 80 degrees 16 minutes, and 30 seconds, as shown on the above map; to land of Allen R. Diefendorf; and Westerly by Compo Mill Pond, and land of said Morrison, and the abutments of tide gate.

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Also an undivided one-half share and interest in and to a certain tract or parcel of land, situated at said Compo Cove, in said Westport, designated as "Reserve A", on the above described map.

Excepting from the above described premises, a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

Together with a right of way, in common, to and from said premises, over the way described in the deed of William A. Borden to H. F. Coleburn, recorded in the Westport Land Records, Vol. 24, Page 132, upon the conditions described in said deed, and upon the further condition, that the Grantee, its successors and assigns, shall pay its or their proportionate share of the cost of keeping said passage way in repair, said proportionate share to depend upon the number of residences upon said Compo Cove.

And also, all the right, title and interest of said Henry F. Coleburn deceased, in the premises, and rights granted therein, by the deed recorded in the Westport Land Records, Vol. 24, Page 386.

Said premises are also subject to certain rights of way heretofore granted to owners of lots on said Compo Cove; and reserving to the estate of said Henry F. (continued)



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WARRANTY DEED---continued MANUSCRIPT--VOL. 48

Reserving to myself, my heirs and assigns, a right of way over the passage way, bridge and rights of way hereinbefore described.

The map hereinbefore described is on file in the office of the Town Clerk of said Westport.

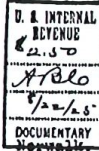
TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto it the said grantee its successors and assigns forever, to its and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantee, its successors and assigns, that at and until the enrolling of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, I the said grantor, do by these presents bind myself, and my heirs forever to warrant and defend the above granted and bargained premises to it the said grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of August, A. D. 1925.

Signed, sealed and delivered in presence of

Kenneth M. Coleburn  
Louis Goldschmidt



Arthur B. Coleburn (LS)

State of Connecticut,  
County of Fairfield,

ss

August 22, A. D. 1925

Personally appeared Arthur B. Coleburn, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Louis Goldschmidt, Commissioner of the Superior Court, for Fairfield County.

Received for record Sept. 5, 1925 at 11:00 A. M. and recorded by

*E. C. Birge* Town Clerk

RELEASE OF MORTGAGE---KNOW ALL MEN BY THESE PRESENTS; That I, Minnie A. Fapish, of the City of Danbury, in the County of Fairfield and State of Connecticut, do hereby release and discharge a certain mortgage from Florence M. Binzen, of 2009 Creston Avenue, City of New York, County of Bronx and State of New York, to myself.

Dated September 3, 1924 and recorded in the records of the Town of Westport, in the County of Fairfield and State of Connecticut, in Book 43, at page 344.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of September, A. D. 1925.

Signed, sealed and delivered in presence of

A. Fapish  
O. F. Harris

Minnie A. Fapish (LS)

State of Connecticut,  
County of Fairfield,

ss

Westport, September 8th, A. D. 1925

Personally appeared Minnie A. Fapish, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

O. F. Harris, Notary Public (LS)

Received for record Sept. 9, 1925 at 10:40 A. M. and recorded by

*E. C. Birge* Town Clerk.

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COLEBURN, HENRY F.

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THE COMPO COVE PARK ASSOCIATION, INC.

County Clerk's Certificate--continued

MANUSCRIPT--VOL. 43

Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said Court and County, the 4th day of Sept. 1925.

(Seal) James A. Donegan, Clerk

Received for record September 5, 1925 at 8:10 A. M. and recorded by

E. C. Surge Town Clerk

EXECUTOR'S DEED--TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME.

Whereas, at a Court of Probate, holden at Norwalk, within and for the District of Norwalk, on the 30th day of September, 1921, upon the application of Kenneth M. Coleburn, of said Norwalk, as Executor of the will of Henry F. Coleburn, late of Norwalk, in said District, deceased, upon due public notice given, and due proceedings had, in the due course of settlement of the estate of said deceased, an order was made authorizing and empowering said Kenneth M. Coleburn, Executor as aforesaid to sell, at private sale, unless before such sale was made, said Court by a further order should otherwise decree, as he should deem to be to the best advantage, and convey all such right, title and interest as said Henry F. Coleburn had at the time of his decease, in and to certain real estate described in said order, of which the premises hereinafter described are a part, first giving a probate bond in the sum mentioned in said order, and giving public notice that said real estate was for sale, by publishing a notice to that effect in a newspaper having a circulation in said District of Norwalk, as to the Norwalk real estate, and in a newspaper having a circulation in Westport, as to the Westport real estate; all which more fully appear by the records of said Court, reference thereto being had.

And whereas, pursuant to said order, said Kenneth M. Coleburn, Executor as aforesaid, first gave a probate bond in the sum required, to the satisfaction of said Court of Probate, and gave notice that the real estate hereinafter described was for sale, by publishing a notice to that effect in the Westporter Herald, a newspaper having a circulation in said Westport; and pursuant to said order, no further order having been made by said Court, he sold at private sale, deeming the same to be to the best advantage, all the right, title and interest as said Henry F. Coleburn had at the time of his decease, in or to the real estate hereinafter described, for the sum of One dollar and other valuable considerations, to The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport in said State.

Now therefore, know ye, that I, the said Kenneth M. Coleburn, Executor as aforesaid, under the pursuant to the power and authority given as aforesaid, and in consideration of said sum received to my full satisfaction of said The Compo Cove Park Association, Incorporated, do give, grant, bargain, sell and confirm unto the said The Compo Cove Park Association, Incorporated, all the right, title, interest, claim and demand, which the said Henry F. Coleburn had at the time of his decease, in and to the following described real estate, to wit:

An undivided one-half share and interest, in and to a certain tract of land, being salt meadow, situated at Compo Cove, so called, in said town of Westport and bounded: Northerly by the salt meadow of John Guyer, by a Creek or Ditch, by land formerly of Mrs. Frances Sherwood, and by land formerly of Samuel W. Hoyt, Jr. and Susan B. Hoyt, and now of Morrison; Easterly by land of said Morrison, land formerly of Mrs. Frances Sherwood, and by Creek or Ditch; Southerly by land of said Morrison, land of H. Heyn, the estate of Henry F. Coleburn, deceased and Arthur B. Coleburn, land of Allen R. Diefendorf, land of Margaret S. Lees, land of Frederick D. Huland, by the tract next described, and by Lots Numbers 6 to 21 inclusive, on "Map of shore lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn." belonging to various persons; the boundary line between the tract hereby conveyed and said other land of the estate of Henry F. Coleburn and Arthur B. Coleburn, commences at the southeasterly end of the bridge at the westerly side of the tract hereby conveyed, and runs in a straight line on a course of 80 degrees 16 minutes, and 30 seconds, as shown on the above map; to land of Allen K. Diefendorf; and Westerly by Compo Mill Pond, and land of said Morrison, and the abutments of tide gate.

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Also an undivided one-half share and interest in and to a certain tract or parcel of land, situated at said Compo Cove, in said Westport, designated as "Reserve A", on the above described map.

Excepting from the above described premises, a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

Together with a right of way, in common, to and from said premises, over the way described in the deed of William A. Horden to H. F. Coleburn, recorded in the Westport Land Records, Vol. 24, Page 138, upon the conditions described in said deed, and upon the further condition, that the Grantee, its successors and assigns, shall pay its or their proportionate share of the cost of keeping said passage way in repair, said proportionate share to depend upon the number of residences upon said Compo Cove.

And also, all the right, title and interest of said Henry F. Coleburn deceased, in the premises, and rights granted therein, by the deed recorded in the Westport Land Records, Vol. 24, Page 386.

Said premises are also subject to certain rights of way heretofore granted to owners of lots on said Compo Cove; and reserving to the estate of said Henry F. (continued)

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EXECUTOR'S DEED---continued MANUSCRIPT--VOL. 45

Coleburn, and to the heirs of said Henry F. Coleburn, and their assigns, a right of way over said passage way, bridge, and the right of way herein described, and all existing rights of way.

But this deed is given and accepted, upon the following conditions, which are to remain in force until such time as the Grantee, by a vote of more than three-fourths of all its members, at a meeting legally called for such purposes, shall determine to abolish, amend or repeal the same.

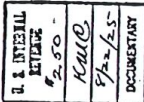
That no building shall be erected on said premises to cost less than \$800; That no spirituous or intoxicating liquors shall be sold on said premises; That there shall not be erected, kept or maintained on said premises, any hotel, boarding house, or house of public entertainment, or bathing pavilion, or barn; and That no animals or live stock shall be kept thereon.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 22nd day of August, 1925.

Signed, sealed and delivered in presence of

Arthur B. Coleburn  
Louis Goldschmidt



Kenneth M. Coleburn (Seal)  
Executor as aforesaid.

State of Connecticut,  
Fairfield County,

ss Norwalk, August 22, 1925

Personally appeared Kenneth M. Coleburn, Executor as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, individually, and as such Executor before me,

Louis Goldschmidt, Notary Public

Received for record September 5, 1925  
at 11:00 A. M. and recorded by

*E. C. Burge* Town Clerk

WARRANTY DEED --- TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, That I, Arthur B. Coleburn, of Norwalk, Fairfield County, Connecticut, for the consideration of one dollar and other valuable considerations, received to my full satisfaction of The Compo Cove Park Association, Incorporated, a corporation under the laws of the State of Connecticut, located at Westport, in said State, do give, grant, bargain, sell and confirm unto the said The Compo Cove Park Association, Incorporated.

An undivided one-half share and interest, in and to a certain tract of land, being salt meadow, situated at Compo Cove, so called, in said Town of Westport, and bounded: Northerly by the salt meadow of John Guyer by a Creek or Ditch, by land formerly of Mrs. Frances Sherwood; and by land formerly of Samuel W. Hoyt, Jr. and Susan S. Hoyt, and now of Morrison; Easterly by land of said Morrison, land formerly of Mrs. Frances Sherwood, and by Creek or Ditch; Southerly by land of said Morrison, land of the Grantor and of the estate of Henry F. Coleburn, deceased, land of Allen R. Diefendorf, land of R. Heyn, of Margaret S. Lees, land of Frederick D. Ruland, by the tract next described, and by Lots Numbers 8 to 21 inclusive, on "Map of Shore Lots belonging to H. F. and A. B. Coleburn, at Compo Cove, Westport, Conn." belonging to various persons; the boundary line between the tract hereby conveyed, and said other land of the Grantor and the estate of Henry F. Coleburn, commences at the southeasterly end of the bridge, at the westerly side of the tract hereby conveyed, and runs in a straight line, on a course 88 degrees, 16 minutes, and 30 seconds as shown on the above map; to land of Allen R. Diefendorf; and Westerly by Compo Mill Pond, and land of Morrison; and the abutments of tide gate.

Also an undivided one-half share and interest, in and to a certain tract or parcel of land, situated at said Compo Cove, in said Westport, designated as "Reserve A" on the above described map.

Excepting from the above described premises, a tract of salt meadow owned by Harry Sherwood, which is included in the above description.

Together with a right of way, in common, to and from said premises, over the way described in the deed of William A. Bordon to H. F. Coleburn, recorded in the Westport Land Records, Vol. 24, Page 132, upon the conditions described in said deed, and upon the further condition that the Grantee, its successors and assigns, shall pay its or their proportionate share of the cost of keeping said passage way in repair, said proportionate share to depend upon the number of residences erected upon said Compo Cove.

Said premises are also subject to certain rights of way heretofore granted to owners of lots on said Compo Cove, and except existing rights of way.

But this deed is given and accepted, upon the following conditions, which are to remain in force until such time as the Grantee shall by a vote of three-fourths or more, of its members shall at a legal meeting, called for such purpose, determine to abolish, amend or repeal the same;

That no building shall be erected on said premises to cost less than \$800.; That no spirituous or intoxicating liquors shall be sold on said premises and that there shall not be erected, kept or maintained on said premises, any hotel, boarding house, or house of public entertainment, or bathing pavilion, or barn; and that no animals or fowl shall be kept thereon.

And also hereby conveying all my interest in and to the rights granted by the deed recorded in the Westport Land Records, Vol. 24, Page 386.

(Continued)

WLR  
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COLEBURN, ARTHUR B. → THE COMPO COVE PARK ASSOCIATION, INC.

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WARRANTY DEED---continued MANUSCRIPT--VOL. 48

Reserving to myself, my heirs and assigns, a right of way over the passage way, bridge and rights of way hereinbefore described.

The map hereinbefore described is on file in the office of the Town Clerk of said Westport.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto it the said grantee its successors and assigns forever, so its and their own proper use and behoof. And also I, the said grantor do for myself, my heirs, executors and administrators, covenant with the said grantee, its successors and assigns, that at and until the encasing of these presents, I am well seized of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, I the said grantor, do by these presents bind myself, and my heirs forever to warrant and defend the above granted and bargained premises to it the said grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of August, A. D. 1925.

Signed, sealed and delivered in presence of

Kenneth M. Coleburn  
Louis Goldschmidt



Arthur B. Coleburn (LS)

State of Connecticut, County of Fairfield, ss August 22, A. D. 1925

Personally appeared Arthur B. Coleburn, signor and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Louis Goldschmidt, Commissioner of the Superior Court, for Fairfield County.

Received for record Sept. 5, 1925 at 11:00 A. M. and recorded by

E. C. Birge Town Clerk

RELEASE OF MORTGAGE---KNOW ALL MEN BY THESE PRESENTS: That I, Minnie A. Papish, of the City of Danbury, in the County of Fairfield and State of Connecticut, do hereby release and discharge a certain mortgage from Florence M. Binzon, of 2009 Creston Avenue, City of New York, County of Bronx and State of New York, to myself.

Dated September 3, 1924 and recorded in the records of the Town of Westport, in the County of Fairfield and State of Connecticut, in Book 43, at page 344.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of September, A. D. 1925.

Signed, sealed and delivered in presence of

A. Papish  
O. P. Harris

Minnie A. Papish (LS)

State of Connecticut, County of Fairfield, ss Westport, September 8th, A. D. 1925

Personally appeared Minnie A. Papish, signor and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

O. P. Harris, Notary Public (LS)

Received for record Sept. 9, 1925 at 10:40 A. M. and recorded by

E. C. Birge Town Clerk.



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February 5, 2025

**Westport Representative Town Meeting  
Town Hall  
Westport, CT 06880**

**Re: Property Rights of Compo Park Association Owners / Meeting February 11th**

Dear Members of the Planning & Zoning Subcommittee,

I am writing on behalf of the property owners within the Compo Park Association to affirm their unequivocal right to install a gate to prevent unauthorized public access across their private properties. As you are aware, Connecticut law strongly protects private property rights, and the owners in this association have full legal authority to control access to their land, including restricting trespassers.

The properties in question are deeded private lots, and no public easement or right-of-way exists that would grant the general public any legal access. (see note # 1 below). The installation of a gate is not only lawful, but also a necessary and reasonable measure to prevent unauthorized entry and trespassing, safeguard the privacy and security of the residents, and preserve the integrity of their land.

Furthermore, allowing continued public encroachment without restriction presents legal risks, including potential adverse possession claims or the establishment of prescriptive easements, both of which could unjustly diminish the rights of the rightful owners.

Connecticut courts have consistently upheld the rights of private landowners to exclude the public from their property, and there is no statutory or common law basis that would compel the property owners at Compo Park Association to permit unrestricted access. Any effort to prohibit the installation of a gate or otherwise compel public access would constitute an unlawful taking and would be subject to legal challenge.

Directly on point is the matter of **Alice Mihalcz v. Borough of Woodmont et als.** (175 Conn. 535). (See note #2 below for additional case law) In that case the owner of a shorefront cottage on Long Island Sound brought an action seeking a permanent injunction restraining the town and the public from interfering with her enjoyment of her property by walking on a seawall walkway on her property, even as the walkway had been in existence for about fifty years. The owner

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constructed a gate. A judgement was entered in favor of the plaintiff and was affirmed by the appellate court, upholding her right to install a gate, and affirming that private property cannot be subjected to public use without legal justification. Other cases are available upon request.

On behalf of the Compo Park Association and the property owners, I respectfully urge the P&Z Subcommittee acknowledge and affirm the rights of my clients to take appropriate measures to protect their land, including the installation of a gate.

Please do not hesitate to reach out if further clarification is needed.

Very truly yours,

GKB

Note # 1: In your file, the town staff has included the title report affirming that the properties in question, as well as access to them, are private property. The title searcher, Andrew Sherriff of Sound Title, wrote the following in an email to me, which you should also have in your file, “*The Right of Way known as Compo Mill Cove and the Reserve Area A (the spur of the roadway from the Right of Way to the Long Island Sound between Tax lots 54 and 55) are both owned by the Association, as conveyed to it by deeds in 1925. I did not find any grant by the Association of any public access to either parcel.*”

Note # 2: **Legal Authority Supporting the Property Owners' Rights**

1. **Right to Exclude the Public**

The U.S. Supreme Court has long held that the right to exclude others is “one of the most essential sticks in the bundle of rights that are commonly characterized as property.” *Kaiser Aetna v. United States*, 444 U.S. 164, 179-80 (1979). Similarly, Connecticut courts recognize that private property owners have the right to control and restrict access to their land. In *Stickney v. City of Salem*, 3 Conn. Supp. 307 (1936), the court reaffirmed that private property remains private even when adjacent to public land or pathways.

2. **No Prescriptive Easement or Public Right-of-Way**

The Connecticut Supreme Court has consistently held that public access across private property cannot be presumed absent an express easement or continuous, adverse, and uninterrupted use for a statutory period. In *Klein v. Norwalk*, 205 Conn. 366 (1987), the court made clear that mere public use of private land, without clear evidence of adverse possession elements, does not create a permanent public right-of-way. Here, there is no recorded public easement or established right allowing public access through Compo Park Association properties.

3. **Protection Against Regulatory Taking**

Any attempt to prevent the property owners from installing a gate or compelling them to allow public access could constitute an unconstitutional taking under both federal and Connecticut law. In *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419



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(1982), the U.S. Supreme Court held that even a minor physical intrusion onto private property constitutes a taking requiring just compensation. Similarly, Connecticut courts recognize that governmental action interfering with a private owner's right to exclude others could be deemed a taking requiring just compensation (*Ammirata v. Zoning Board of Appeals of Redding*, 264 Conn. 737 (2003)).