

THE SELLER

FIRST: Should bring with him all insurance policies, and duplicates, if the same are in his possession, or a memorandum thereof, if held by others.

SECOND: He should also bring the tax receipts of the current years; and any leases, deeds or agreements.

THIRD: If there is a mortgage on the premises to be conveyed, the seller should produce receipts showing to what date the interest has been paid, and if the principal has been reduced, showing that fact.

THE PURCHASER

Should be prepared with money or a certified check drawn to his order. The check may be certified for an approximate amount and money may be provided for the balance of the settlement.

BERNARD LEIGHTON et als

And

TOWN OF RIDGEFIELD

Contract

ROMEO G. PETRONI
ATTORNEY AT LAW
104 MAIN STREET
RIDGEFIELD, CONNECTICUT
(517)



Agreement, made this _____ day of FEBRUARY A. D., 19 69 ,
between BERNARD LEIGHTON, CURTIS LEIGHTON, LEONTINE LEIGHTON and
BARBARA LEIGHTON, all of the Town of Ridgefield, County of
Fairfield and State of Connecticut,

hereinafter throughout described as the SELLERS , and
THE TOWN OF RIDGEFIELD, a municipal corporation of the
State of Connecticut,

hereinafter throughout described as the BUYER

Witnesseth, that the Seller^s agree to sell and convey, and the Buyer
agree^s to purchase all that certain piece or parcel of land, in area
forty (40) acres more or less, situated in the Town of Ridgefield,
County of Fairfield and State of Connecticut, and bounded and des-
cribed as follows, to wit:

NORTHERLY - by land now or formerly of Elizabeth DuBois;
EASTERLY - by the highway known as Ridgebury Road;
SOUTHERLY - by land now or formerly of Michael Black
and Lewis J. Finch, each in part; -and-
WESTERLY - by the boundary line between the State of
Connecticut and the State of New York.

EXCEPTING THEREFROM: A certain parcel of land, with the buildings
and improvements thereon, containing six (6) acres more or less,
situated to the east of the forty (40) acres to be conveyed and
described as follows:

NORTHERLY - by land now or formerly of Elizabeth DuBois;
EASTERLY - by the highway known as Ridgebury Road;
SOUTHERLY - by land now or formerly of Eugene Katz and
Lewis J. Finch, each in part; -and-
WESTERLY - by the forty (40) acre parcel to be conveyed
to the Buyer herein, which boundary is marked
by a wire fence situated approximately nine
hundred sixty (960) feet, more or less, west-
erly of Ridgebury Road.

SUBJECT TO:

1. Limitations of use imposed by governmental authority;
2. Real estate taxes to the Town of Ridgefield on the
Grand List of October 1, 1967 and 1968; -and-
3. Easements to public utilities, including grants to
the Danbury & Harlem Traction Company, dated June
15th, 1905 and recorded in Vol. 36, page 205 of the
Ridgefield Land Records and to the New York Housatonic
& Northern Railroad Company dated Dec. 19th,
1868 and recorded in Vol. 24, page 661 of the
Ridgefield Land Records and also whatever rights
MARY E. LITTLEFIELD may have in the said grants.

This deed shall be a full covenant Connecticut form of warranty deed in proper form, and shall be duly executed and acknowledged, and delivered with a check of seller's attorney payable to the Town Clerk of the Town in which said premises are located for the necessary amount of the Connecticut Real Estate Conveyance Tax, to convey to the Buyer or the Buyer assigns, the absolute fee of the above premises, free of all incumbrances, except as above stated.

It is further understood and agreed that if the Seller shall be unable to convey the title to said premises to the Buyer, free and clear of incumbrances or defects of title, except as hereinbefore set forth, the Buyer may elect to accept such title as the Seller can convey, upon payment of the purchase price as aforesaid, or may reject the acceptance of the deed conveying such title upon the ground of such defects or incumbrances, and upon such rejection, all sums paid on account hereof, together with the reasonable fees for the examination of the title to said premises, if any are in fact incurred by the Buyer, shall be repaid to the Buyer by the Seller, without interest thereon, and this agreement, upon receipt of such payments, shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations, each to the other, hereunder.

All sums paid on account of this agreement and the reasonable fees for the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue upon default by the Buyer under the terms of this agreement.

The Buyer further agrees that he has examined the premises and that he is fully satisfied with the physical condition thereof and that neither the Seller, nor any representative of the Seller, has made any representation upon which the Buyer relies, with respect to the condition of the property covered by this agreement, except as hereinbefore expressly set forth.

Said deed shall be delivered at the offices of ROMEO G. PETRONI, ESQ., 104
Main Street, Ridgefield, Connecticut

on MARCH 1st, 1970 at 11:00 a.m.

or sooner by agreement between the parties,

upon receipt of said payments.

And it is represented and agreed by the parties hereto that is recognized as the Broker and Agent who made the sale of the premises herein described, and the Seller hereby agrees to pay commission.

Rents, insurance premiums, taxes and interest on mortgages, if any, are to be apportioned. Taxes will be adjusted on a fiscal year basis.

The risk of loss or damage to said premises by fire or otherwise until the delivery of said deed is assumed by the Seller.

All gas and electric fixtures, television antennas, oil burners, shades, screens, awnings and storm sash, if any, now on said premises are included in this sale.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

Witness, the hands and seals of the above parties.

TOWN OF RIDGEFIELD

IN PRESENCE OF:

BY:.....



}
}
}

.....
Bernard Leighton



.....
Curtis Leighton



.....
Leontine Leighton



----- (L.S.)

State of Connecticut,
County of

Barbara Leighton
} ss.

A. D. 19

Personally Appeared

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

Before me, _____

Notary Public

Commissioner of the Superior Court

The price is FIFTY THOUSAND (\$50,000.00) DOLLARS -----

payable as follows:

----- FIFTEEN THOUSAND (\$15,000.00) -----

*Dollars on the signing of this contract, the receipt whereof is hereby acknowledged,
and*

THIRTY-FIVE THOUSAND (\$35,000.00) -----

*Dollars in cash on the delivery of the deed as hereinafter provided.
bank or certified check*

The Town of Ridgefield will have prepared a survey suitable for filing in the Town Clerk's Office of the two (2) parcels described on page #1 of the Contract at its own cost and expense on or before the Closing of Title.