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DEED TO DWELLING AND GROUND LEASEI. DEED TO DWELLING

THE MIDDLETOWN HOUSING PARTNERSHIP TRUST, INC., a non-profit corporation organized under the laws of the State of Connecticut and having an office in Middletown, Connecticut ("MHPT"), for the consideration of FIFTY-FOUR THOUSAND (\$54,000.00) DOLLARS paid, grants to Cathryn Franklin, of the town of Middletown, County of Middlesex, and State of Connecticut, her heirs and assigns forever, with WARRANTY COVENANTS, the following real property situated in the Town of Middletown, County of Middlesex and State of Connecticut:

Dwelling No. 9, the principal building and garage (if any) which are located as shown on a map entitled "MILITARY TRAILS, MIDDLETOWN, CONNECTICUT, SCALE 1" = 40', JULY 31, 1991", prepared by T. F. Jackowiak, Land Surveyor, which map is on file in the office of the Middletown Town Clerk as Map No. 80-92, which has the address of 80 Military Road, Middletown, Connecticut; excluding, however, all land except as hereinafter described, and all indigenous plants, pipes, ducts, cables and other facilities and improvements the use of which is not limited to this Dwelling.

\$59,400 Conveyance Tax received, ST. TX \$270.⁰⁰

Anthony ...

II. GROUND LEASE Town Clerk of Middletown

For consideration paid, MHPT ("Lessor") demises and leases to the purchaser(s) of the Dwelling identified in Section I hereof ("Leaseholder"), and the Leaseholder hires and takes from the Lessor, upon the terms and conditions herein set forth, a leasehold interest in the land described in Exhibit A, attached hereto ("Leased Premises"), which Leased Premises are a portion of the premises owned by Lessor and acquired by Lessor by Quitclaim Deed from the United States of America, dated June 25, 1992, and recorded in the Middletown Land Records, in Volume 982, Page 144 (the "Project").

Said Leased Premises are leased by Lessor and taken by Leaseholder subject to all of the terms, covenants, conditions, stipulations and agreements set forth in a certain master Ground Lease executed by Lessor, dated February 9, 1993, and recorded in the Middletown Land Records, in Volume 1002, Page 45. By acceptance of this Deed to Dwelling and Ground Lease, Leaseholder agrees to be bound by all of the terms, covenants, conditions, stipulations and agreements set forth in said master Ground Lease as fully as if Leaseholder were a party thereto, and all of the terms, covenants, conditions, stipulations and agreements set forth therein are incorporated herein by reference and made a part hereof. Leaseholder acknowledges execution on the first date below of a ground lease in form and substance identical to the master Ground Lease.

The principal term of the ground lease shall be 99 years commencing ^{March} February 9, 1993, unless sooner terminated under the terms of the Master Ground Lease.

III. ADDITIONAL RESERVATIONS BY LESSOR

Lessor reserves the right to install, maintain, repair and replace roads, sanitary and storm water sewers, walkways, ducts, cables, utility structures and drainage swales in, upon, through, over and across the Project, and to grant easements for the installation, use, maintenance, repair and replacement of such elements. Lessor additionally reserves construction easements to cross, recross and use the Project for storage, temporary construction structures, to stockpile and store equipment, building materials and soil, and to erect signs, all as may be reasonably necessary or convenient to maintain, construct, repair, market and develop the Project.

IV. DEED RESTRICTIONS

In compliance with the requirements of § 8-214d(b) of the Connecticut General Statutes and aforementioned master Ground Lease:

(a) The Leaseholder and their successors, unless otherwise permitted under the master Ground Lease, shall not use the Dwelling and improvements conveyed by this Deed for any purpose other than that of housing very low, low, or moderate income families as defined by § 8-214(b)(2) of the Connecticut General Statutes;

(b) The fee ownership in the real property upon which the Dwelling and Improvements conveyed by this Deed are situated shall be retained by THE MIDDLETOWN HOUSING PARTNERSHIP TRUST, INC.;

(c) THE MIDDLETOWN HOUSING PARTNERSHIP TRUST, INC. shall have first option to purchase the Dwelling and improvements according to the provisions of Article IX of the aforementioned master Ground Lease;

(d) The title to the Dwelling and improvements conveyed to the Leaseholder by this Deed is ancillary and subordinate to the Leaseholder's rights and obligations created by Part II of this Deed and the aforementioned master Ground Lease.

V. GENERAL

1. Designations. The designations "Lessor" and "Leaseholder" are used throughout this document for convenience, and include the named parties in all capacities as the context may require.

2. Successors and Assigns. The agreements, terms, covenants and conditions set forth herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

3. Singular and Plural. References herein to the singular shall include the plural, and vice versa, as the context may require.


IN WITNESS WHEREOF, the parties hereto have executed this document on the 9th day of ~~February~~^{March}, 1993.

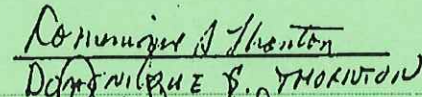
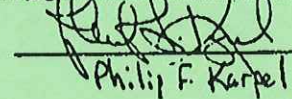
Signed, Sealed and Delivered
in the Presence of:


THE MIDDLETOWN HOUSING
PARTNERSHIP TRUST, INC.


Philip F. Karpel

By: 
Its President, William H. von Mahland


Cynthia G. Wilcox


Deborah F. Thornton

Philip F. Karpel


Cathryn Franklin
A.

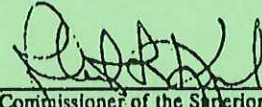
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STATE OF CONNECTICUT:

MIDDLESEX : ss. ~~Rocky Hill~~ Middletown
COUNTY OF MIDDLESEX :

On this, the 25th day of February, 1993, before me, Phillip F. Karpel, the undersigned officer, William H. von Mahland personally appeared, acknowledged himself to be the President of the Middletown Housing Partnership Trust, Inc., a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

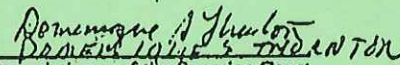

Commissioner of the Superior Court
Phillip F. Karpel

STATE OF CONNECTICUT:

Rocky Hill
COUNTY OF HARTFORD:

On this, the 9th day of ~~February~~^{March}, 1993, before me, Domenique J. Theriot, the undersigned officer, personally appeared Cathryn Franklin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My Commission Expires:

GRANTEE'S LATEST ADDRESS:
90 Military Road
Middletown, Ct. 06457

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EXHIBIT A

Lot 9

Beginning at an iron pin located at the north westerly corner of lot 10 and the south westerly corner of the herein described parcel, thense, N-02-55-26-W, 80.00 ft. to an iron pin, thense, N-87-04-34-E, 131.07 ft. to an iron pin, thense, S-00-09-03-W, 80.115 ft. to an iron pin, thense, S-87-04-34-W, 126.77 ft. to an iron pin and the point and place of beginning.

Bounded northerly by lot 8, easterly by land of Charles J. & Florence J. Jaskot and land of Salvatore J. & Helen Rosano, partly by each and southerly by lot 10 and westerly by the highway known as Military Road.

Containing 10,313.5 square ft. and shown as lot 9 on a map entitled Military Trails dated July 29, 1991 T.F. Jackowiak, Professional Land Surveyor

Rec'd for Record MAR 09 1993 at 2:31 P M
Recorded by Anthony D. D'Amico
Town Clerk