

Memorandum of Agreement: Town of Newington with Edward S. Rogin

This Agreement, made and concluded this 15th day of December, 1939, between the Town of Newington, a municipal corporation created by a Special Act of the General Assembly of the State of Connecticut, having its corporate limits within the County of Hartford, and Edward S. Rogin, of the County of Hartford, State of Connecticut,

Witnesseth

1. The said Town of Newington does hereby engage the said Edward S. Rogin as its counsel for the year ending September 30, 1940, and the said Edward S. Rogin does hereby accept said employment.
2. The legal services to be rendered by the said Rogin to the said Town of Newington shall include: defending said Town of Newington in suits brought against it relating to highways, sidewalks or any other cause; assisting the tax collector in the collection of delinquent taxes of the jurisdiction or foreclosure actions, if necessary; searching titles of closing transactions involving real estate affecting the Town, either as seller or buyer; assisting the Welfare Department in the collection of claims against other Towns; assisting the Board of Education in the collection of tuition charges from persons or communities; furnishing opinions or advice at the request of the Town Officials, Boards or Commissions; drafting bills to be introduced in behalf of the Town in the General Assembly or appearing before its committees; representing the Town of Newington in any matter affecting the Town in its relation to the State of Connecticut or the Federal Government.

In consideration of these services to be rendered the said Town of Newington agrees to pay the said Rogin the sum of Five Hundred (\$500) Dollars for annum, and, in addition thereto, such actual disbursements that the said Rogin shall have made in connection with these matters which fees shall be paid in equal quarterly installments, of the disbursements shall be paid upon presentation of proper evidence.

In testimony whereof the parties hereto have hereunto set their hands and seals on the day before first above written.

Received Dec. 15-1939, at H-P. 411.

Thomas B. Francis Town Clerk

By James C. Wilcox, its First Selectman (T.S.)
Edward S. Rogin (T.S.)

Agreement Concerning Building Restrictions

Thomas J. Arthur, Clerk of the Town of Newington, County of Hartford, State of Connecticut, and the owner of a certain tract of land situated on the E. side of Main Street, in said Newington, for a more particular description of which reference is made to Map, on file in the Town Clerk's Office in said Newington, entitled "Map of Mountain View Heights, Property of Arthur Olsen, Newington Conn. Scale 1" = 80' March 1939, E. C. Freese, Land Surveyor," to which is required title by two deeds, one a Warranty deed from James C. Olsen dated April 22, 1939, recorded in Newington Land Records, Vol. 41, page 72, and the other a quit claim deed from Hartford National Bank & Trust Company, Trustee, dated April 22, 1939, recorded in Newington Land Records, Volume 41, page 74.

Whereas in deeds of title sold upon said tract there are inserted building restrictions and it is my intention to insert similar restrictions in all deeds conveying title to any part of said tract:

Now, therefore, know all Men by these Presents, that in consideration of the premises, the said Arthur Olsen for myself, my heirs, executors, administrators and assigns do hereby convey and agree to insert in each and every deed conveying title to any part of the aforesaid portion of said tract the following restrictions:

- (a) All lots as shown on the map herein mentioned shall be described as residential lots, and no structure shall be erected on any residential building plot other than one detached single family dwelling, not to exceed two stories in height, and a one or two car garage; nor shall any trailer, temporary tent, shade garage, barn or other out-building erected in the tract be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (b) No building shall be erected on any residential building plot nearer than 25 feet to nor farther than 75 feet from the front lot line, nor nearer than five (5) feet to any side lot line on either side, but the minimum width of both side lot lines shall be not less than fifteen (15) feet. The side line restriction shall not apply to a garage located on the rear one-quarter of the lot, provided that one corner lot no structure shall be permitted nearer than twenty-five (25) feet to the side line.
- (c) No residential lot shall be subdivided into building plots having less than 8500 square feet of area or a width of less than 57 feet each, nor shall any building be erected on any residential building plot having an area of less than 8500 square feet or a frontage of less than 57 feet.
- (d) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (e) No person or any race except the white race shall use or occupy any building on any lot

- except that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenant.
- (f) No building shall be erected, altered, placed or permitted to remain on any building plot in this sub-division until the external design and location thereof have been approved in writing by the said Arthur Olsen, hereinafter designated as the Committee. However in the event that said Committee fails to approve or disapprove such design or location within thirty days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration or placement of a structure within thirty days shall be construed as prima facie evidence of the Committee's approval. In any case either with or without approval of the Committee, no dwelling costing less than \$4500, shall be permitted on any lot in this tract, and the ground floor square foot area thereof shall not be less than 800 square feet in the case of a one story structure, nor less than 550 square feet in the case of a one and one-half or two story structure.
- (g) A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.
- (h) All domestic sewage shall be disposed of by means of a septic tank and tile disposal field in a sanitary and unobstructive manner which fully meets the written approval of the local health authorities. No cesspools, outside or chemical toilets shall be constructed on any lot. All dwellings shall be connected with public sewers within a reasonable time after installation.
- (i) These covenants and restrictions are to run with the land and shall be binding on all the parties and persons claiming under them until January 1-1965, at which time said covenants and restrictions shall terminate.
- (j) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1-1965, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- (k) A valid release of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

I, Arthur Olsen, agree that I will not release or modify the restrictions heretofore inserted in deeds to lots upon said tract.

The covenants and agreements herein contained are for the benefit of each and every lot heretofore or hereafter sold upon said tract.

In Witness Whereof I have hereunto set my hand and seal this 20 day of December, 1939.

Signed, Sealed and delivered in the presence of:

Howard H. Nelson

Arthur Olsen (T.S.)

Thomas A. Francis

State of Connecticut } ss.

County of Hartford }

Norington, December 20-1939.

Personally appeared Arthur Olsen, signer of the foregoing instrument, and acknowledged the same to be his free and lawful deed, before me.

Witness my hand and seal this 20th day of December, 1939, at 11-15 a. m.

Thomas A. Francis

(Seal)

Thomas A. Francis Town Clerk

Mortgage Deed: J. Arthur and Margaret Carson Marston to Hartford Federal Sav. & Loan Assoc.

To all People To Whom These Presents Shall Come Greeting:

Know Ye, That We J. Arthur Marston and Margaret Carson Marston both of the Town of Norington

County of Hartford State of Connecticut for the consideration of Thirty-Six Hundred Fifty

\$3750. Dollars, received to our full satisfaction of Hartford Federal Savings & Loan Association,

a corporation organized under the laws of the United States of America and located in the Town

of Hartford do give, grant, bargain, sell and confirm unto the said Hartford Federal Savings and

Loan Association its successors and assigns forever a certain piece or parcel of land with

the buildings thereon standing, situated in the Town of Norington, County of Hartford, State of

Connecticut, known as Lot No. 52 on a certain map entitled "Map of Campbell Terrace,

Norington Conn. Owned by Independent Land Co. Scale 1" equals 100' April 1935 Adam P.

Dumas, C.E. which map is on file in the Town Clerk's Office in said Town of Norington, and

being more particularly bounded and described as follows:

North by Lot No. 75 on said map, fifty (50) feet;

East by Lot No. 53 on said map, one hundred and fifty (150) feet;

South by Coolidge Avenue, thirty (30) feet;

West by Lot No. 51 on said map, fifty (50) feet.

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To all People to whom these Presents shall come:—GREETING.

Know Ye, THAT I, Arthur Oleson,

of the Town of Newington County of Hartford and State of Connecticut for the consideration of Dollars, received to my full satisfaction of

Nicholas Koladis and Zina L. Koladis, of the Town of Hartford County of Hartford and State of Connecticut;

Do give, grant, bargain, sell, and confirm unto the said Nicholas Koladis and Zina L. Koladis their heirs, assigns forever, all that certain piece of land with the buildings thereon standing, located in the Town of Newington County of Hartford and State of Connecticut, known as 57 Chestnut Drive, Newington, Connecticut, and also known as Lot #18 as shown on Map entitled "Map of Mountain View Heights, Sherrill, Lots 16 to 24, Property of Arthur Oleson, Newington Conn. Scale one inch equals eighty feet, February, 1941, E. C. Rogie, Land Surveyor", which map is on file in the Newington Town Clerk's Office and more particularly bounded by described as follows:

Beginning at a point in the South line of Chestnut Drive at the Northwest corner of Lot #17 as shown on said Map, thence South only along the easterly line of Lot #17 as shown on said Map one hundred and eighty-six (186) feet to a point now or formerly of Nellie S. Walker; thence easterly along land now or formerly of Nellie S. Walker, seventy (70) feet; thence northerly in a line parallel with the East line of Lot #17 as shown on said Map one hundred and eighty-six (186) feet; thence westerly along the South line of Chestnut Drive seventy (70) feet to the point of beginning.

Said lot is subject to the building, and building line restrictions contained in an Agreement of Arthur Oleson dated December 20-1939 recorded in Newington Land Records Volume 41, page 2893, and is also subject to the right of the Newington Water Company to maintain water pipes in the rear of said premises.

To have and to hold the above granted and bargained premises, with appurtenances thereof, unto the said grantee and their heirs and assigns forever, to them and their own proper use and behoof. And also the said grantor do for my self and my heirs, executors, and administrators, covenant with the said grantee and their heirs and assigns, that at and until the ensembling 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 above.

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 them the said grantees and their heirs and assigns against all claims and demands whatsoever, except as above.

In Witness Whereof, I have hereunto set my hand and seal this 18th day of September in the year of our Lord one thousand nine hundred and forty-two.

Bernie N. Ayres
E. C. Rogie

Arthur Oleson

[L. S.]

[L. S.]

[L. S.]

STATE OF CONNECTICUT, ss.

COUNTY OF HARTFORD

PERSONALLY APPEARED,

Arthur Oleson

Hartford, September 18 -

A. D. 1942

signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

Edward S. Rogie

Commissioner of the Superior Court for Hartford County.

Received for record Sept. 18 - 1942 at 3 h. 50 m. P. m., and recorded by

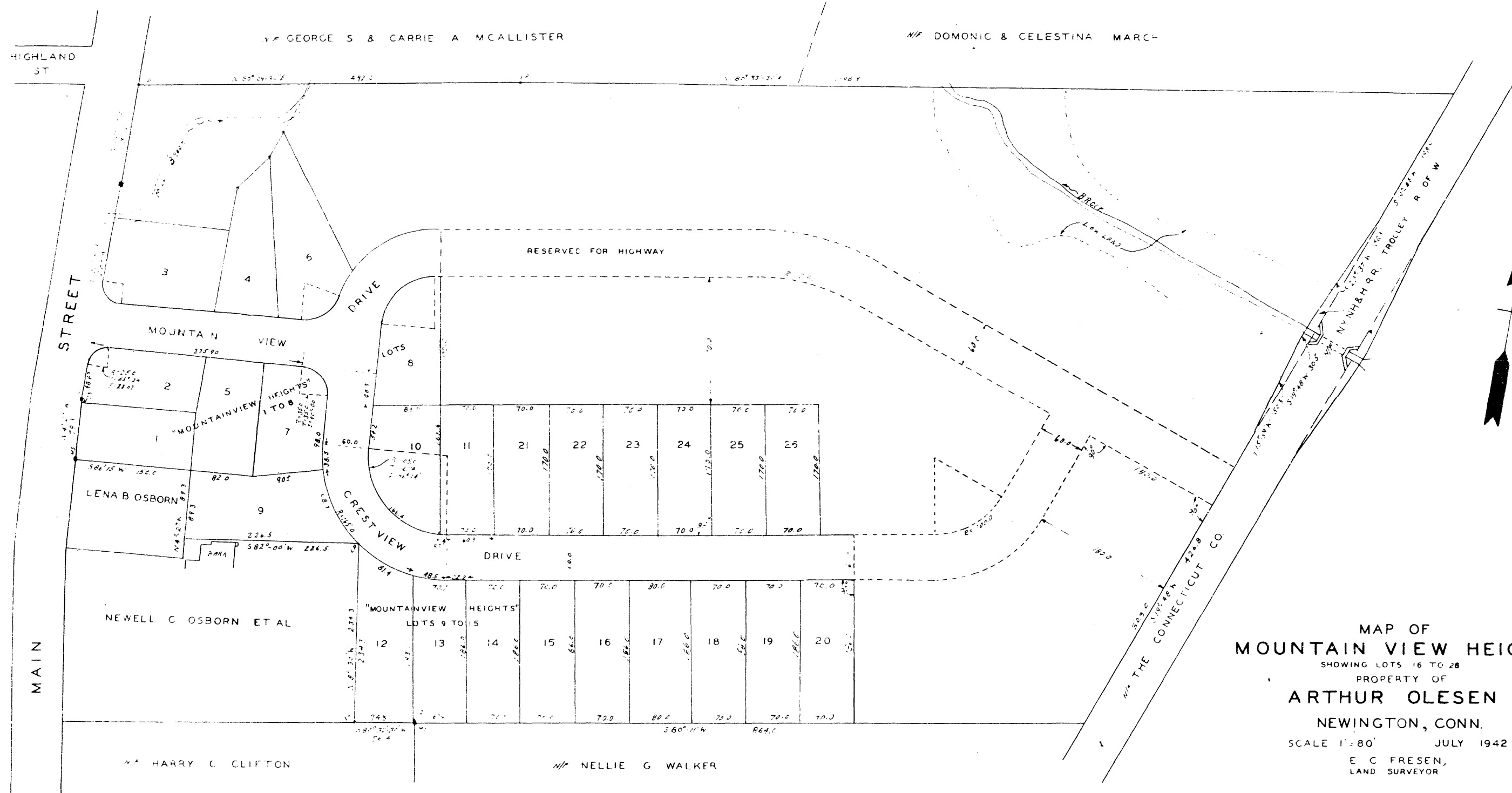
Thomas A. Francis

Town Clerk

United States Internal Revenue Stamps in the amount of \$10.45 were affixed to the foregoing Instrument and duly canceled.

Thomas A. Francis

Town Clerk



LAYOUT APPROVED BY THE
TOWN PLAN COMMISSION JULY 21, 1942
E. C. Fresen

MAP OF
MOUNTAIN VIEW HEIGHTS
SHOWING LOTS 16 TO 28
PROPERTY OF
ARTHUR OLESEN
NEWINGTON, CONN.
SCALE 1"=80' JULY 1942
E. C. FRESEN,
LAND SURVEYOR

I HEREBY CERTIFY THAT
TO BE SUBSTANTIALLY CORRECT
E. C. Fresen

