

Town of Stonington
Zoning Board of Appeals

VARIANCE
APPLICATION FORM

RECEIVED

2021 MAR -4 A 9:24



TOWN OF STONINGTON
PLANNING & ZONING

FOR OFFICE USE ONLY

Application Number

ZBA# 21-05

Fee:

360⁰⁰

Receipt Date:

3-9-21

Applicant (Owner):

Jennifer and Daniel Wilson

Mailing Address:

25 Cole Drive, Medfield, MA 02052

Telephone Number:

(781) 727-5076

Email Address:

jenn.wilson@comcast.net

Agent:

n/a

Mailing Address:

—

Telephone Number:

—

Email Address:

—

Property Location:

2 Plover Lane, Stonington, CT

Parcel Information:

Map

176

Block

2

Lot

7

Zoning District:

RA-20

Lot Size (sq. ft.):

19,166.46

Is any portion of the property within 500 feet of the Town Boundary?

☐ Yes

☒ No

The applicant seeks a variance to the Zoning Regulations, specifically Section: 5.1.1

	REQUIRED	EXISTING	PROPOSED	VARIANCE
MINIMUM LOT AREA				
FRONTAGE				
FRONT YARD				
REAR YARD				
SIDE YARD	10	approx. 2 1/2'	1 1/2	8 1/2
MAXIMUM HEIGHT				
FLOOR AREA RATIO				
NON-INFRINGEMENT				
COASTAL JURISDICTION				

The applicant requests that the ZBA take the following action:

Reduce the side yard setback from 10ft. to 1 1/2 ft.
to allow addition of a pergola for privacy to
be installed over the existing patio.

Hardship: Proof of a true hardship is a legal requirement for a Zoning Board of Appeals to issue a variance. See ZBA Application Guide for definition of Hardship.

Explain Hardship (reason for requesting the variance):

lack of privacy - please see attached for
details

Applicant - Please check which applies:

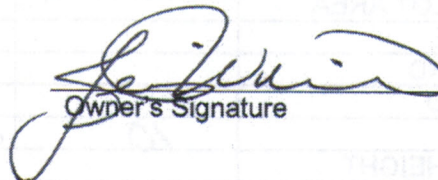
☐
☒

I have not submitted a Class A-2 Survey with this application.

I have submitted a Class A-2 Survey as part of this application.

This application, accompanied by the appropriate fee (payable to the Town of Stonington) must be forwarded to the Zoning Enforcement Officer. The applicant or a designated representative must be present at the public hearing before the ZBA will take any action on the application. Failure to attend will require re-scheduling of the hearing and payment of an additional fee.

Jennifer Wilson
Owner's Printed Name

 3/3/2021
Owner's Signature

Agent's Printed Name

Agent's Signature

Hardship Explanation

We are seeking a zoning variance to reduce the side setback of our property, the border between 2 Plover Lane and 1 Seagull Lane, from 10 feet to 1 ½ feet. The hardship reason for this request is a lack of privacy resulting from construction at 1 Seagull Lane, and the proximity of the existing deck to our property line.

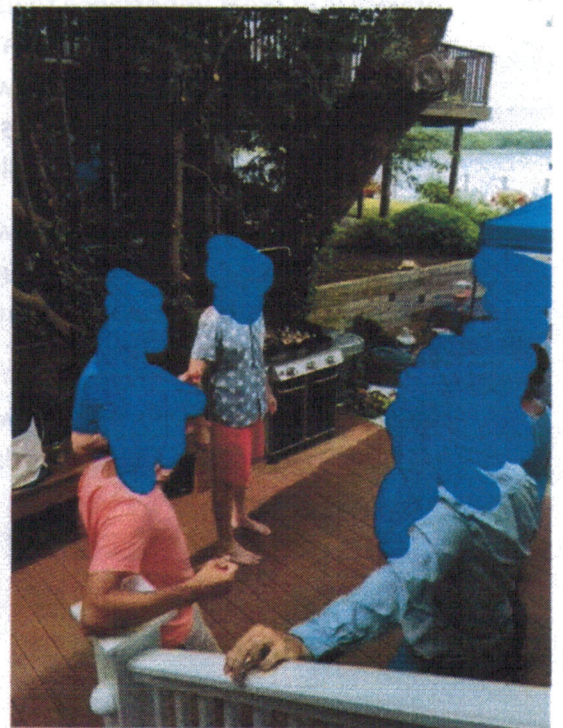
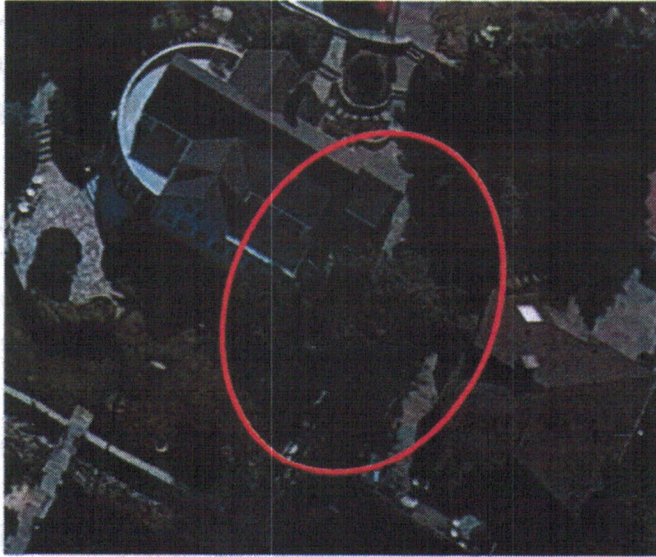
We are seeking this variance to build a pergola over our existing side deck with a side privacy panel that would help to regain the privacy that has been lost as a result of recent construction at 1 Seagull Lane. The existing side deck is located within the side setback, approximately 2 ½ feet from the property line at its closest point. The house itself sits just about at the 10ft line. (Please see attached A2 survey)

Prior to the changes made at 1 Seagull, the land between the two houses consisted of mature evergreens, ivy, and a very large deciduous tree (see photos). These have all been removed as part of the construction at 1 Seagull, leaving no barrier between the two properties. Having privacy is of great importance to us as our enclosed outdoor shower, which is the shower we use to bathe all summer, is located on this deck. In addition to how awkward & uncomfortable it is to enter and exit the shower now that all the trees have been removed, I am also extremely concerned that my neighbor plans to install numerous security cameras on his new home, and I do not want my children, my family or my guests to be exposed.

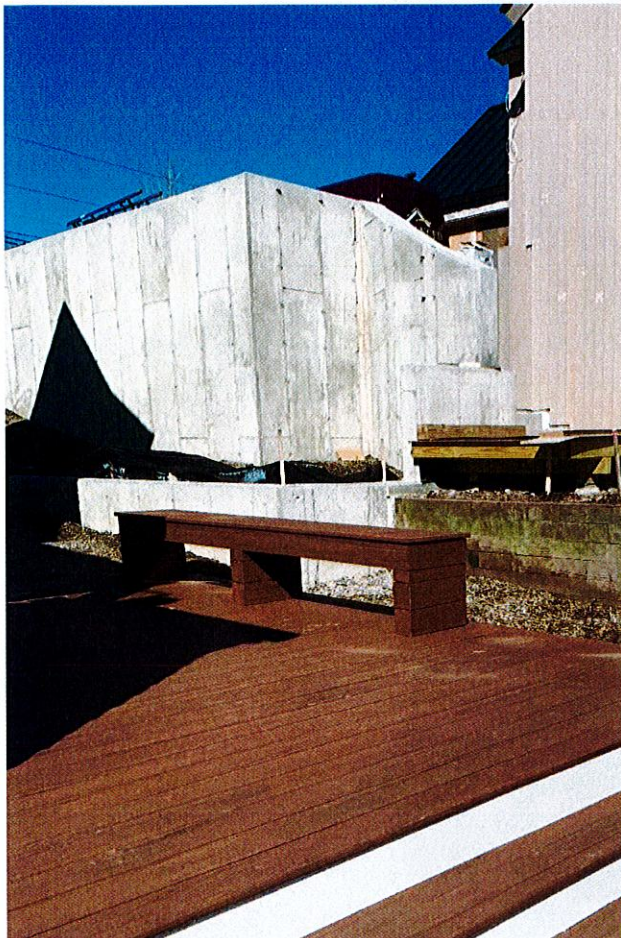
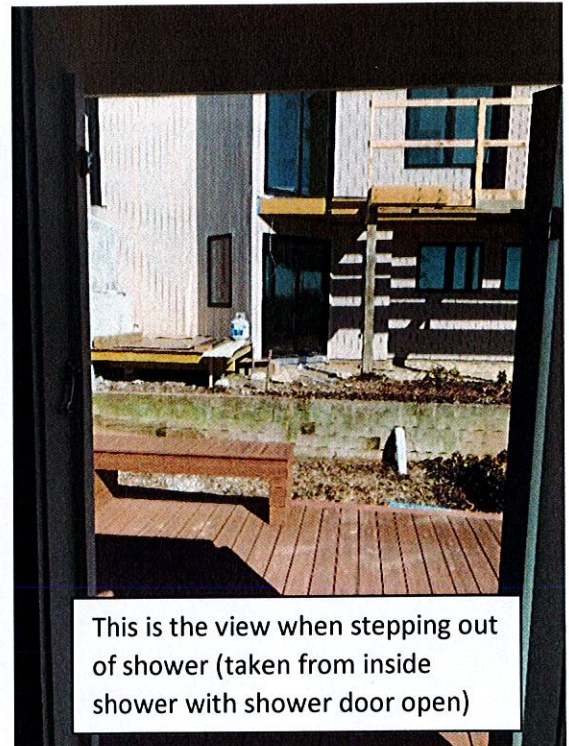
This pergola and privacy panel will allow a privacy screen in a very tight space, while also providing an aesthetically pleasing appearance to all who can see it. This structure would also help to shield the view of the newly constructed cement retaining wall from our deck, our backyard, and the water.

I have attached photos that show the area before construction at 1 Seagull and now after to represent the reason for this hardship. I have also included a photo of a pergola similar to what we are seeking a variance to do.

BEFORE: Natural Privacy Before construction at 1 Seagull:



CURRENT: All trees removed, no Privacy for showering, and view of new cement wall:



SIDE SETBACK:

Per our A-2 survey completed fall 2020 (included in application), the side of the house (shown) rests approx. at the 10ft setback, with the existing deck extending beyond that. Currently there is approx. 2 ½ ft from the corner of the deck to the property line (increasing slightly as you approach the water).

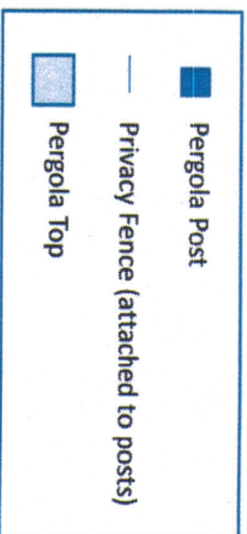
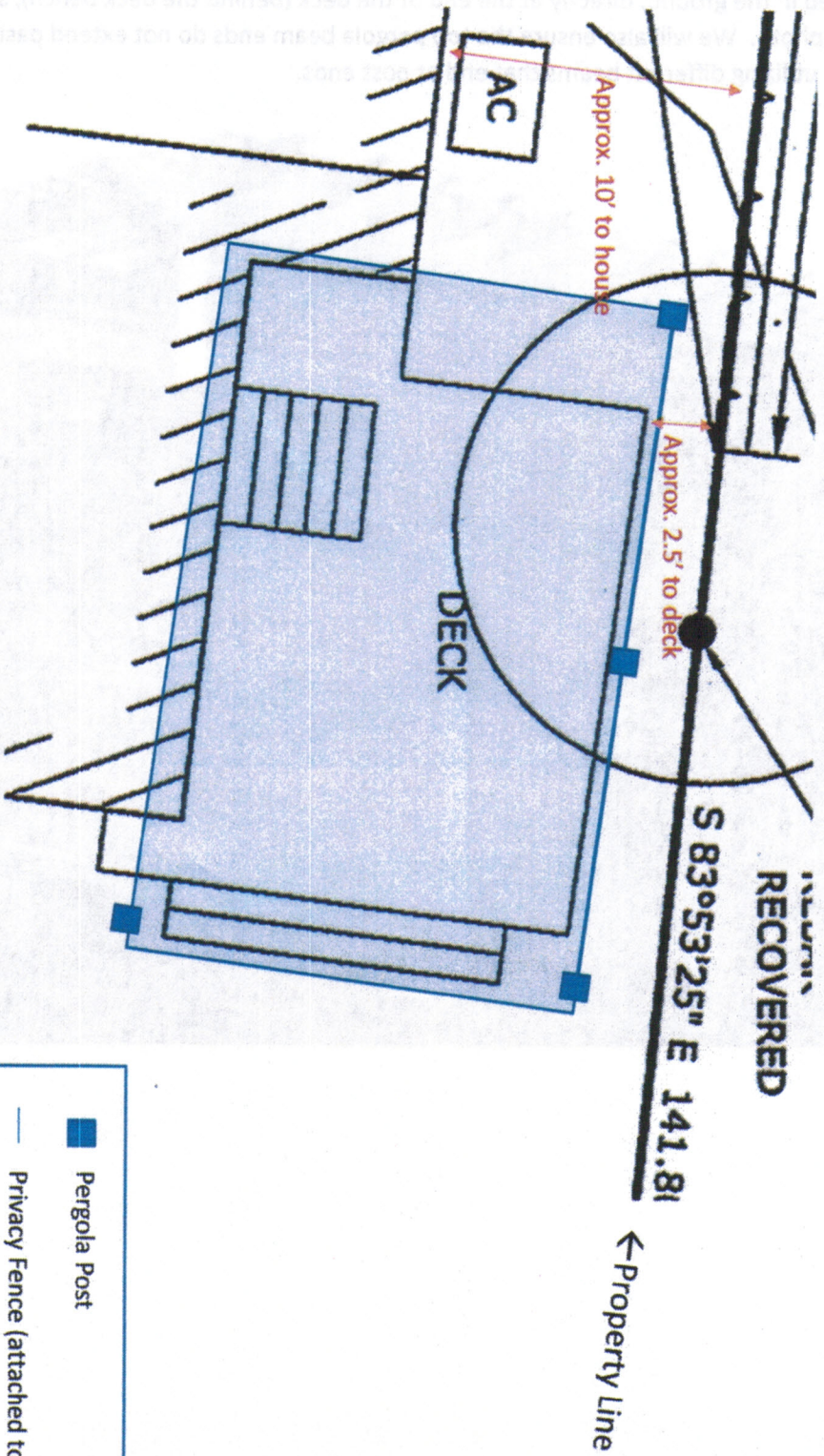


PERGOLA: Pergola Example with privacy Screen

We are seeking a variance to install a pergola with privacy panels over the existing side deck. Following is a representation of what we are seeking a variance to do. The posts will be placed into cement footings located in the ground, directly at the end of the deck (behind the deck bench), similar to how it is done in this photo. We will also ensure the top pergola beam ends do not extend past the posts as in this picture by utilizing different beams that end at post ends.



Location of Proposed Pergola over existing side deck:



Return to:
Baillie & Hershman, PC
290 Highland Avenue
Cheshire, CT 06410

WARRANTY DEED

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

KNOW YE, that **KENNETH S. SIEGEL** and **DINA F. SIEGEL**, of the Town of Weston, County of Fairfield and State of Connecticut, hereinafter referred to as Grantors

For the consideration of ONE MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,650,000.00) received to their full satisfaction of JENNIFER L. WILSON and DANIEL T. WILSON, CO-TRUSTEE'S OF "THE JENNIFER L. WILSON 2007 REVOCABLE TRUST" dated 10/10/2007, of the Town of Medfield, County of Norfolk and State of Massachusetts, hereinafter referred to as Grantee

do give, grant, bargain, sell and confirm unto JENNIFER L. WILSON and DANIEL T. WILSON, CO-TRUSTEE'S OF "THE JENNIFER L. WILSON 2007 REVOCABLE TRUST" dated 10/10/2007, that certain piece or parcel of land located in the Village of Mystic, Town of Stonington, County of New London and State of Connecticut, more particularly described in "Schedule A" attached hereto and made a part hereof.

Said Grantee hereby assume and agree to pay all real estate taxes of the Town of Stonington on the Grand List of October 1, 2013, and thereafter.

To Have and to Hold the above granted and bargained premises, with all the appurtenances, unto them, the said Grantee and her heirs, successors and assigns forever, to her and her own proper use and behoof.


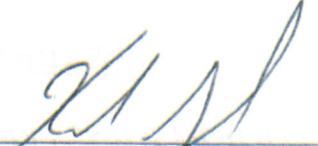
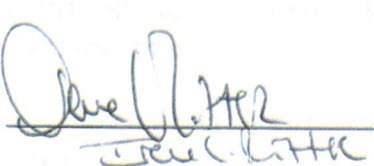
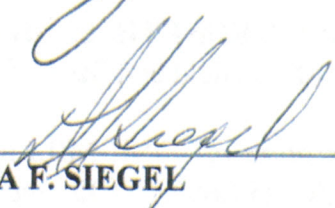
And Also, the said Grantors do for themselves and their heirs, executors and administrators, covenant with the said Grantee, their successors, heirs and assigns, that at and until the ensembling of these presents, they are well seized of the premises as a good and indefeasible estate in FEE SIMPLE; and they have good right to bargain and sell the same in manner and form as is above written.

And Furthermore, The said Grantors, do by these presents, bind themselves and their heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said Grantee, and her successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

Grantee's address:
25 Cole Drive
Medfield, MA 02052

IN WITNESS WHEREOF, We have hereunto set our hands and seals this ^{6th} day of June, 2014.

Signed, Sealed and Delivered
in the presence of:

 _____ Susan B. Pochal	 _____ KENNETH S. SIEGEL
 _____ Dina F. Siegel	 _____ DINA F. SIEGEL

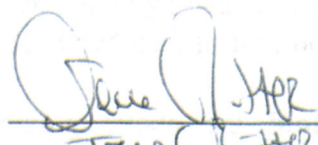
STATE OF CONNECTICUT

COUNTY OF New London

ss. Notary

June 6, 2014

Personally appeared **KENNETH S. SIEGEL** and **DINA F. SIEGEL**, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me



Notary Public
My Commission Expires: 6/30/2016

CONSENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the MASONS ISLAND COMPANY, a Connecticut corporation having its principal place of business on Masons Island, Mystic, in the Town of Stonington, Connecticut acting herein by Rufus Allyn, its President hereunto duly authorized, in consideration of One (U.S. \$1.00) Dollar and other valuable consideration received to its full satisfaction of Kenneth S and Dina F Siegel, Weston Connecticut, having been duly notified of the proposed transfer of their interest in certain property at 2 Plover Lane, Mystic, CT , to Jennifer L Wilson and Daniel T. Wilson, Co-Trustee's the "Jennifer L. Wilson 2007 Revocable Trust" dated 10/10/2007, 8 Hamilton Circle, Norwood, MA 02062, for the consideration of \$1,650,000, hereby relinquishes the privilege of purchasing said property given to it in a deed from The Masons Island Company, and recorded in Volume 125 at page 577 and hereby agrees to said transfer thereof to said Jennifer L. Wilson and Daniel T Wilson, Co-Trustees. But nothing herein contained shall modify any of the other restrictions contained in said deed, nor operate to relinquish the right of the Masons Island Company to purchase said property in the event of a sale thereof by Jennifer L. Wilson and Daniel T. Wilson, Co-Trustees.. IN WITNESS WHEREOF, the Masons Island Company has caused these presents to be signed in its name and behalf and its corporate seal to be affixed by Rufus Allyn its president duly authorized, this ninth day of June, 2014 at Mystic, Town of Stonington, Connecticut.

Nicole Lapolla

THE MASONS ISLAND COMPANY

Nicole Lapolla

by Rufus Allyn, Pres.

Melinda Carlisle
Melinda Carlisle

STATE OF CONNECTICUT

COUNTY OF NEW LONDON

Personally appeared, before me, the undersigned officer, Rufus Allyn who acknowledged himself to be the president of Masons Island Company, a corporation, and that he as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained , by signing the name of the corporation by himself as president.

Roy N. Bokranden

My Commission Expires 10/2018

SCHEDULE A, PROPERTY DESCRIPTION

PARCEL 1

All that certain tract of land situated on Masons Island in the Town of Stonington, County of New London and State of Connecticut, bounded and described as follows:

Being lot number 22 as shown on a map entitled "Saltair Masons Island, Situate in the State of Connecticut, The Masons Island Co., New London, Conn., Owners and Developers", which map is on file in the Land Records of said Town of Stonington, Map Book 5 at Page 56.

Said lot is on the easterly side of a private way leading northerly from another private way as shown on said map as "PLOVER" to still another private way shown on said map as "SEA GULL", and is more particularly bounded and described as follows: Beginning at a point which is the northwest corner of the tract herein conveyed and the southwest corner of Lot Number 21 as shown on said map; thence running southerly along said private way seventy and two tenths (70.2) feet to the northwest corner of Lot Number 23 as shown on said map; thence running easterly along said Lot Number 23 about one hundred twenty-four (124) to Fishers Island Sound; thence running northerly along Fishers Island Sound about seventy (70) feet to said Lot Number 21; thence running westerly along said Lot Number 21 about one hundred thirty-seven (137) feet to the point of beginning.

Together with the right, as appurtenant to the land herein conveyed, and to be used in common with said Company and with others to whom the right may be conveyed, to use the beaches, decks, roads, rights of way and parks as now shown on said map, or as they subsequently may be modified by said Company, under such reasonable regulations, as said Company from time to time may prescribe. Such right, however, shall be appurtenant to the land described herein and shall not be conveyed separately from the land described herein.

Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed dated 3/19/48 at Volume 88, Page 141, of the Stonington Land Records.

PARCEL 2

A certain tract of land situated on Masons Island in the said Town of Stonington, bounded and described as follows:

Beginning at the north-west corner of the herein conveyed tract, which is Lot No. 23 on map entitled "Saltair Masons Island Situate in the State of Connecticut" in the Land Records of said Town of Stonington Book 5, Page 56, thence running southerly along a right-of-way a distance of 65.1 feet to a merestone on the north side of a right-of-way shown on said map entitled "PLOVER", thence running easterly along said PLOVER a distance of 125 feet more or less to Fishers Island Sound, thence running northerly along said Fishers Island Sound a distance of 65 feet more or less to the south-east corner of the property of the Grantees herein, thence running westerly along said land of Grantees a distance of 125 feet more or less to point of beginning.

Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed from The Masons Island Company dated 5/31/60 at Volume 125, Page 577, of the Stonington Land Records, including a Right of First Refusal in favor of The Masons Island Company.

SCHEDULE A, PROPERTY DESCRIPTION

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Said lot is on the easterly side of a private way leading northerly from another private way as shown on said map as "PLOVER" to still another private way shown on said map as "SEA GULL", and is more particularly bounded and described as follows: Beginning at a point which is the northwest corner of the tract herein conveyed and the southwest corner of Lot Number 21 as shown on said map; thence running southerly along said private way seventy and two tenths (70.2) feet to the northwest corner of Lot Number 23 as shown on said map; thence running easterly along said Lot Number 23 about one hundred twenty-four (124) to Fishers Island Sound; thence running northerly along Fishers Island Sound about seventy (70) feet to said Lot Number 21; thence running westerly along said Lot Number 21 about one hundred thirty-seven (137) feet to the point of beginning.

Together with the right, as appurtenant to the land herein conveyed, and to be used in common with said Company and with others to whom the right may be conveyed, to use the beaches, decks, roads, rights of way and parks as now shown on said map, or as they subsequently may be modified by said Company, under such reasonable regulations, as said Company from time to time may prescribe. Such right, however, shall be appurtenant to the land described herein and shall not be conveyed separately from the land described herein.

Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed dated 3/19/48 at Volume 88, Page 141, of the Stonington Land Records.

PARCEL 2

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Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed from The Masons Island Company dated 5/31/60 at Volume 125, Page 577, of the Stonington Land Records, including a Right of First Refusal in favor of The Masons Island Company.

KNOW ALL MEN BY THESE PRESENTS, THAT THE MYSTIC BUILDING & LOAN ASSOCIATION, a corporation existing under and by virtue of the laws of the State of Connecticut, and located in the Town of Stonington, County of New London, in said State, acting herein by John A. Schoonover, its President, and William Hanley, its Secretary, hereto duly authorized does hereby release and discharge a certain mortgage from John W. Shannon and Hazel Shannon, both of the Town of Groton, County of New London, and State of Connecticut, to said The Mystic Building & Loan Association, dated January 12, 1944, and recorded in the Land Records of the town of Stonington, County of New London, and State of Connecticut, in Vol. 80, at Page 561, to which reference may be had; the note secured by said mortgage having been fully paid and satisfied.

IN WITNESS WHEREOF, it has hereunto set its name and seal this 10th day of March, in the year of our Lord nineteen hundred and forty-eight.

SEAL

THE MYSTIC BUILDING & LOAN ASSOCIATION L.S.

By John A. Schoonover L.S.
its PresidentBy William Hanley L.S.
its Secretary

Signed, Sealed and Delivered in presence of
Pauline B. Perry
A. Priscilla Johnson

STATE OF CONNECTICUT, County of New London ss. Stonington, March 10th, A.D. 1948. Personally appeared THE MYSTIC BUILDING & LOAN ASSOCIATION, acting herein by John A. Schoonover, its President, and William Hanley, its Secretary, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be its and their free act and deed before me.

SEAL

Rosalie P. Thompson Notary Public

Received for record March 20, 1948, at 9:00 A.M.

John J. Winchester Town Clerk

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, THAT RUTH MARY THURING, of 11 Girard Avenue, Bayshore, L. I., N.Y., for the consideration of one dollar and other valuable considerations received to the full satisfaction of Lawrence A. Vars, Jr., and Beulah M. Vars, his wife, both residing at Mason Island, Mystic, Conn., does give, grant, bargain, sell and confirm unto the said Lawrence A. Vars, Jr., and Beulah M. Vars, his wife, their heirs and assigns forever, all that certain tract of land situated on Masons Island in the town of Stonington, county of New London and State of Connecticut, bounded and described as follows:

BEING lot Number 22 as shown on a map entitled "Saltair Masons Island, Situate in the State of Connecticut, The Masons Island Co., New London, Conn., Owners and Developers", which map is on file in the Land Records of said town of Stonington, Map Book 5 at page 14.

Said lot is on the easterly side of a private way leading northerly from another private way shown on said map as "PLOVER" to still another private way shown on said map as "SEA GULL", and is more particularly bounded and described as follows: Beginning at a point which is the northwest corner of the tract herein conveyed and the southwest corner of Lot Number 21 as shown on said map; thence running southerly along said private way seventy and two tenths (70.2) feet to the northwest corner of Lot Number 23 as shown on said map; thence running easterly along said Lot Number 23 about one hundred twenty-four (124) to Fishers Island Sound; thence running northerly along Fishers Island Sound about seventy (70) feet to said Lot Number 21; thence running westerly along said Lot Number 21 about one hundred thirty-seven (137) feet to the point of beginning.

Together with the right, as appurtenant to the land herein conveyed, and to be used in common with said Company and with others to whom the right may be conveyed, to use the beaches, docks, roads, rights of way and parks as now shown on said map, or as they subsequently may be modified by said Company, under such reasonable regulations as said Company from time to time may prescribe. Such right, however, shall be appurtenant to the land described herein and shall not be conveyed separately from the land described herein.

This deed is given and received, and said land is conveyed subject to, the following encumbrances, conditions, restrictions and reservations, all of which are to be construed as covenants real running with the land and shall be binding upon said grantees, their heirs and assigns forever, but may be released or modified by said Company by written instrument executed in form as provided for the execution of a deed of land in said state of Connecticut:

See Vol 575 Pg 129
CYNTHIA LADWIG
TOWN CLERK

1. No building, other than a one family dwelling house, plans for which must be approved by said Company, shall ever be erected on said land, nor shall any building erected on said land be used, at any time, other than as a one family dwelling house; except that a private garage forming part of such dwelling house and in form and finish to correspond with such dwelling house may be erected on said land.

2. No building now or hereafter erected on said land shall ever be used as a hotel, public bath house, shop, store, restaurant, club house, public garage, gasoline station, or other place of business, nor shall any fowl or domestic animals except dogs and cats, ever be kept on said land.

3. No building, or part thereof, shall ever be erected or maintained on said land within fifteen feet of any street line nor within ten feet of any adjoining property line.

4. A septic tank shall be used as the only method of disposing of sewerage from said land and all receptacles for the disposal of ashes, garbage and refuse shall be concealed from view from the street and the adjoining properties.

5. Said land, or any part thereof, shall not be sold or conveyed to any person except with the approval in writing of said Company or of the owners of a majority of the lots bounding on said land.

6. The planting of trees along or near the street line of said land shall conform to a general plan and be subject to the approval of said Company.

7. Subject to a first mortgage now a lien on said premises in the sum of Three Thousand (\$3,000.00) Dollars.

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, she, the said grantor, does for herself, her successors and assigns and heirs, executors and administrators, covenant with the said grantees their heirs and assigns, that at and until the ensueing of these presents, she 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 incumbrances whatsoever, except as above mentioned.

AND FURTHERMORE, she, the said grantor, does by these presents bind herself and her heirs, executors and administrators 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, except as above mentioned.

And said grantor does for herself, her heirs, executors and administrators forever covenants and agrees with said grantees, their heirs and assigns, that on or before June 1st 1928, water will be piped to within fifty feet of said land so that said grantees may connect said land therewith, wires for telephone and electric light and power service will be constructed to within seventy-five feet of said land so that said grantees may connect therewith for such service to said land, and the roads shown on said map will be suitably graded and surfaced.

IN WITNESS WHEREOF, said RUTH MARY THURING, the grantor, has hereunto set her hand and seal this nineteenth day of March, 1948.

Ruth Mary Thuring (L.S.)

Signed, sealed and delivered in presence of
Clarence B. Lund
Frederic E. Fenger

STATE OF CONNECTICUT County of New London -ss. On the 19th day of March, nineteen hundred and forty-eight personally appeared RUTH MARY THURING the signer and sealer of the foregoing instrument, and acknowledged the same to me to be her own free act and deed, before me.

Clarence B. Lund Notary Public

Received for record March 20, 1948, at 9:30 A.M.

This certifies that Internal Revenue Stamps amounting to \$1.00 were attached to this instrument and cancelled.

Attest *J. H. J. Donahue* Clerk

J. H. J. Donahue Town Clerk

KNOW ALL MEN BY THESE PRESENTS; That the GROTON SAVINGS BANK, a corporation incorporated by the laws of the state of Connecticut, located in the town of Groton, county of New London, in said state, by Howard M. Turner, Ass't Treasurer thereunto empowered does hereby release and discharge a certain mortgage from Ruth Mary Thuring of the Borough of Brooklyn, City and State of New York to the Groton Savings Bank. Dated Oct. 2, 1939 and recorded in the records of the Town of Stonington, in the County of New London and State of Connecticut, in Book 77 at page 426-7.

WARRANTEE DEED (Survivorship)

No. 11488

Cleveland Legal Blank Service, Hartford, Conn.

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

KNOW YE THAT THE MASONS ISLAND COMPANY, a corporation existing under the laws of the State of Connecticut, with an office and principal place of business in the Town of Stonington in said State of Connecticut, acting herein by James H. Allyn, its president, duly authorized, for the consideration of One Dollar and other valuable considerations

received to its full satisfaction of LAWRENCE A. VARS Jr. And BEULAH K. VARS, husband and wife, of the said Town of Stonington,

do, give, grant, bargain, sell and confirm unto the said LAWRENCE A. VARS Jr. and BEULAH K. VARS,

and the survivor of them, and the heirs and assigns of the survivor of them forever a certain tract of land situated on Masons Island in the said Town of Stonington, bounded and described as follows:

Beginning at the north-west corner of the herein conveyed tract, which is Lot No. 23 on map entitled "Saltair Masons Island Situate in the State of Connecticut" in the Land Records of said Town of Stonington Book 5, Page 56, thence running southerly along a right-of-way a distance of 65.1 feet to a merestone on the north side of a right-of-way shown on said map entitled "PLOVER", thence running easterly along said PLOVER a distance of 125 feet more or less to Fishers Island Sound, thence running northerly along said Fishers Island Sound a distance of 65 feet more or less to the south-east corner of the property of the Grantees herein, thence running westerly along said land of Grantees a distance of 125 feet more or less to point of beginning.

The herein conveyed tract is to be considered an integral part of the adjoining land of the Grantees which was deeded to them by Ruth Mary Thuring on March 19, 1948, which deed is on file in the Land Records of said Town of Stonington in Book 88, Page 141. This deed is given and received and the said land is conveyed subject to the same conditions, restrictions and reservations as the aforementioned Thuring deed, except for the change hereinafter mentioned, all of which shall be construed as covenants real running with the land and shall be binding upon said Grantees, their heirs and assigns forever, but may be released or modified by said Company by written instrument executed in form as provided for the execution of a deed of land in the State of Connecticut, but the release, modification, change or invalidity of any of said conditions, restrictions or reservations shall not, however, in any way affect the others. The following condition shall replace condition No. 5 in the aforementioned Thuring deed and shall also apply to the herein conveyed tract:

Said land, comprising Lots No. 22 and No. 23, or any part thereof, shall not, at any time, be sold or conveyed to any person unless the Grantor herein shall have first been notified in writing of the Owners' desire to sell said land and given a period of thirty (30) days in which to purchase the same for the price at which the Owner has received a bona fide offer which he desires to accept.

* Replaces
V 88 P 141

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto them the said grantees and the survivor of them, and the heirs and assigns of ~~the said grantees~~ ^{the said grantees} ~~unto them the said grantees and the survivor of them, and the heirs and assigns of the said grantees~~ ^{unto them the said grantees and the survivor of them, and the heirs and assigns of the said grantees} ~~the said grantor does for itself and its successors~~ ^{the said grantor does for itself and its successors} ~~and covenants with the said grantees, their survivor and such survivor's heirs and assigns, that at and until the ensueing of these presents. It is~~ ^{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 is above written.

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 them the said grantees and to the survivor of them and to such survivor's heirs, successors, and assigns, against all claims and demands whatsoever, except as is above written.

In Witness Whereof, said THE MASONS ISLAND COMPANY has hereunto set its hand name and seal this thirty-first day of May in the year of our Lord nineteen hundred and sixty.

Signed, Sealed and delivered in the presence of

Lawrence W. Sullivan
Emily M. Alllyn

THE MASONS ISLAND COMPANY, [L. S.]
By *James H. Alllyn* [L. S.]
its president. [L. S.]



STATE OF CONNECTICUT
COUNTY OF NEW LONDON

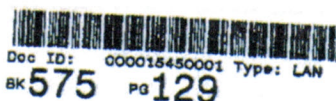
Mystic, May 31 A. D. 1960.

Personally appeared The Masons Island Company, acting herein by James H. Alllyn, its president, duly authorized, Signer and Sealers of the foregoing instrument, and acknowledged the same to be its and his free act and deed before me.

Rec'd for record
6/7 1960 at 2:00 P. M.

John J. Donahue
Town Clerk

Lawrence W. Sullivan
Notary Public
Justice of the Peace
Commissioner of the Superior Court
TERM EXPIRES APRIL 1962



CONSENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the MASONS ISLAND COMPANY, a Connecticut corporation having its principal place of business on Masons Island, Mystic, in The Town of Stonington, Connecticut acting herein by Rufus Allyn, its president hereunto duly authorized, in consideration of One (U.S. \$1.00) DOLLAR and other valuable consideration received to its full satisfaction of Joseph S. Augusciak of Lyme, CT, having been duly notified of the proposed transfer of their interest in certain property on Masons Island to Kenneth S. and Dina F. Siegel of Weston, CT, for the consideration of \$1,550,000.00, hereby relinquishes the privilege of purchasing said property given to it in a deed from said Company to Lawrence A. Vars, Jr., and Beulah M. Vars dated May 31, 1960, in Volume 125, Page 577, and the privilege of purchasing said property as contained in a deed from Ruth Mary Thuring to Lawrence A. Vars, Jr., and Beulah M. Vars dated March 19, 1948, in Volume 88, Page 141 and hereby agrees to said transfer thereof to said Kenneth S. and Dina F. Siegel. But nothing herein contained shall modify any of the other restrictions contained in said deed, nor operate to relinquish the right of the Masons Island Company to purchase said property in the event of a sale thereof by said Kenneth S. and Dina F. Siegel.

IN WITNESS WHEREOF, The Masons Island Company has caused these presents to be signed in its name and behalf and its corporate seal to be affixed by Rufus Allyn its president duly authorized, this 14th day of March 2005 at Mystic, Town of Stonington, Connecticut.

Nancy A. McAndrew
Nancy A. McAndrew

THE MASONS ISLAND COMPANY

By *Rufus Allyn Pres*

Kimberly S. Wagner
Kimberly S. Wagner
STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

Personally appeared, before me, the undersigned officer, Rufus Allyn who acknowledged himself to the president of Masons Island Company, a corporation, and that he as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

James J. White
Notary Public *Feb 6/05*

RECEIVED FOR RECORD
STONINGTON, CT.

05 MAR 15 PM 1:49

CYNTHIA LADWIG
TOWN CLERK

Doc ID: 000015470002 Type: LAN
BK 575 PG 130-131

WARRANTY DEED
SURVIVORSHIP

KNOW YE, THAT WE, JOSEPH S. AUGUSCIAK and MAUREEN O. AUGUSCIAK, both of Lyme, Connecticut, for the consideration of \$1,550,000.00 received to our full satisfaction of KENNETH S. SIEGEL and DINA F. SIEGEL, both of Weston, Connecticut, do give, grant, bargain, sell and confirm unto the said KENNETH S. SIEGEL and DINA F. SIEGEL

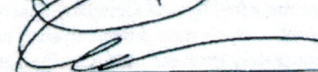
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND WITH WARRANTY COVENANTS, all that certain piece or parcel of land described as follows:

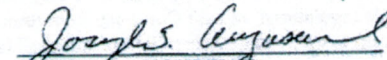
SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

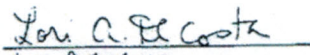
Being the same premises set forth in a deed at Volume 392, Page 1089, and reference is made to a Quit Claim Deed dated 2/25/05 and recorded immediately prior hereto.


Signed this 25th day of February, 2005.

Signed and delivered in the presence of:


Kenneth M. McKeever


JOSEPH S. AUGUSCIAK


Lori A. DeCosta

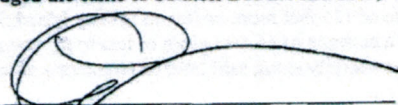

MAUREEN O. AUGUSCIAK

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

:
: ss: Old Lyme
:

February 25, 2005

Personally appeared JOSEPH S. AUGUSCIAK and MAUREEN O. AUGUSCIAK, Signers of the foregoing instrument, and acknowledged the same to be their free act and deed, before me.


KENNETH M. MCKEEVER
COMMISSIONER OF THE SUPERIOR COURT

Grantees' Mailing Address:
57 Greenfield Dr.
Weston CT 06883

Town: \$ 3875.00 State: \$ 11,500.00
CONVEYANCE TAX COLLECTED
CYNTHIA LADWIG
TOWN CLERK OF STONINGTON CT.

PARCEL 1

All that certain tract of land situated on Masons Island in the Town of Stonington, County of New London and State of Connecticut, bounded and described as follows:

Being lot number 22 as shown on a map entitled "Saltair Masons Island, Situate in the State of Connecticut, The Masons Island Co., New London, Conn., Owners and Developers", which map is on file in the Land Records of said Town of Stonington, Map Book 5 at Page 56.

Said lot is on the easterly side of a private way leading northerly from another private way as shown on said map as "PLOVER" to still another private way shown on said map as "SEA GULL", and is more particularly bounded and described as follows: Beginning at a point which is the northwest corner of the tract herein conveyed and the southwest corner of Lot Number 21 as shown on said map; thence running southerly along said private way seventy and two tenths (70.2) feet to the northwest corner of Lot Number 23 as shown on said map; thence running easterly along said Lot Number 23 about one hundred twenty-four (124) to Fishers Island Sound; thence running northerly along Fishers Island Sound about seventy (70) feet to said Lot Number 21; thence running westerly along said Lot Number 21 about one hundred thirty-seven (137) feet to the point of beginning.

Together with the right, as appurtenant to the land herein conveyed, and to be used in common with said Company and with others to whom the right may be conveyed, to use the beaches, decks, roads, rights of way and parks as now shown on said map, or as they subsequently may be modified by said Company, under such reasonable regulations, as said Company from time to time may prescribe. Such right, however, shall be appurtenant to the land described herein and shall not be conveyed separately from the land described herein.

Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed dated 3/19/48 at Volume 88, Page 141, of the Stonington Land Records.

PARCEL 2

A certain tract of land situated on Masons Island in the said Town of Stonington, bounded and described as follows:

Beginning at the north-west corner of the herein conveyed tract, which is Lot No. 23 on map entitled "Saltair Masons Island Situate in the State of Connecticut" in the Land Records of said Town of Stonington Book 5, Page 56, thence running southerly along a right-of-way a distance of 65.1 feet to a merestone on the north side of a right-of-way shown on said map entitled "PLOVER", thence running easterly along said PLOVER a distance of 125 feet more or less to Fishers Island Sound, thence running northerly along said Fishers Island Sound a distance of 65 feet more or less to the south-east corner of the property of the Grantees herein, thence running westerly along said land of Grantees a distance of 125 feet more or less to point of beginning.

Said premises are conveyed subject to Restrictions, Covenants and Reservations contained in a deed from The Masons Island Company dated 5/31/60 at Volume 125, Page 577, of the Stonington Land Records, including a Right of First Refusal in favor of The Masons Island Company.

RECEIVED FOR RECORD
STONINGTON, CT.

05 MAR 15 PM 1:50

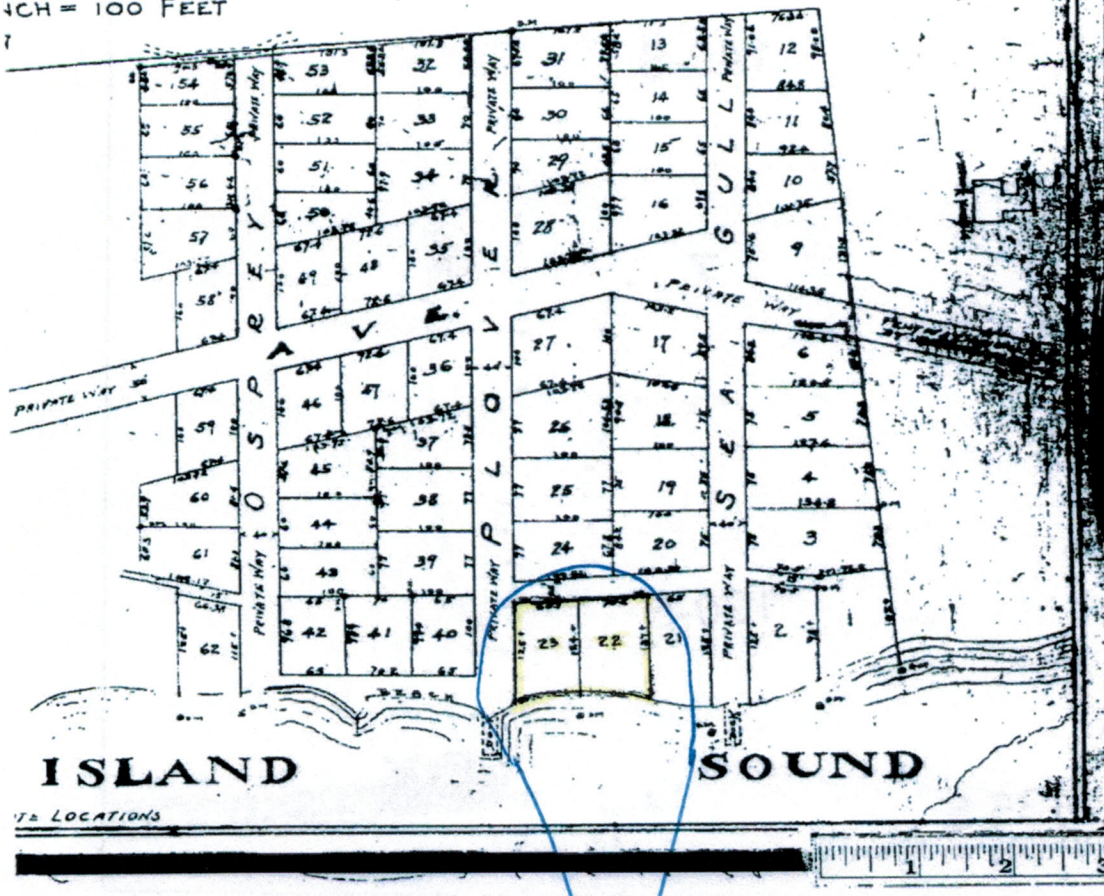
CYNTHIA LADWIG
TOWN CLERK

AIR ISLAND

N THE
CONNECTICUT

AND CO.
ON, CONN.
DEVELOPERS
1 INCH = 100 FEET

Small House



ISLAND

SOUND

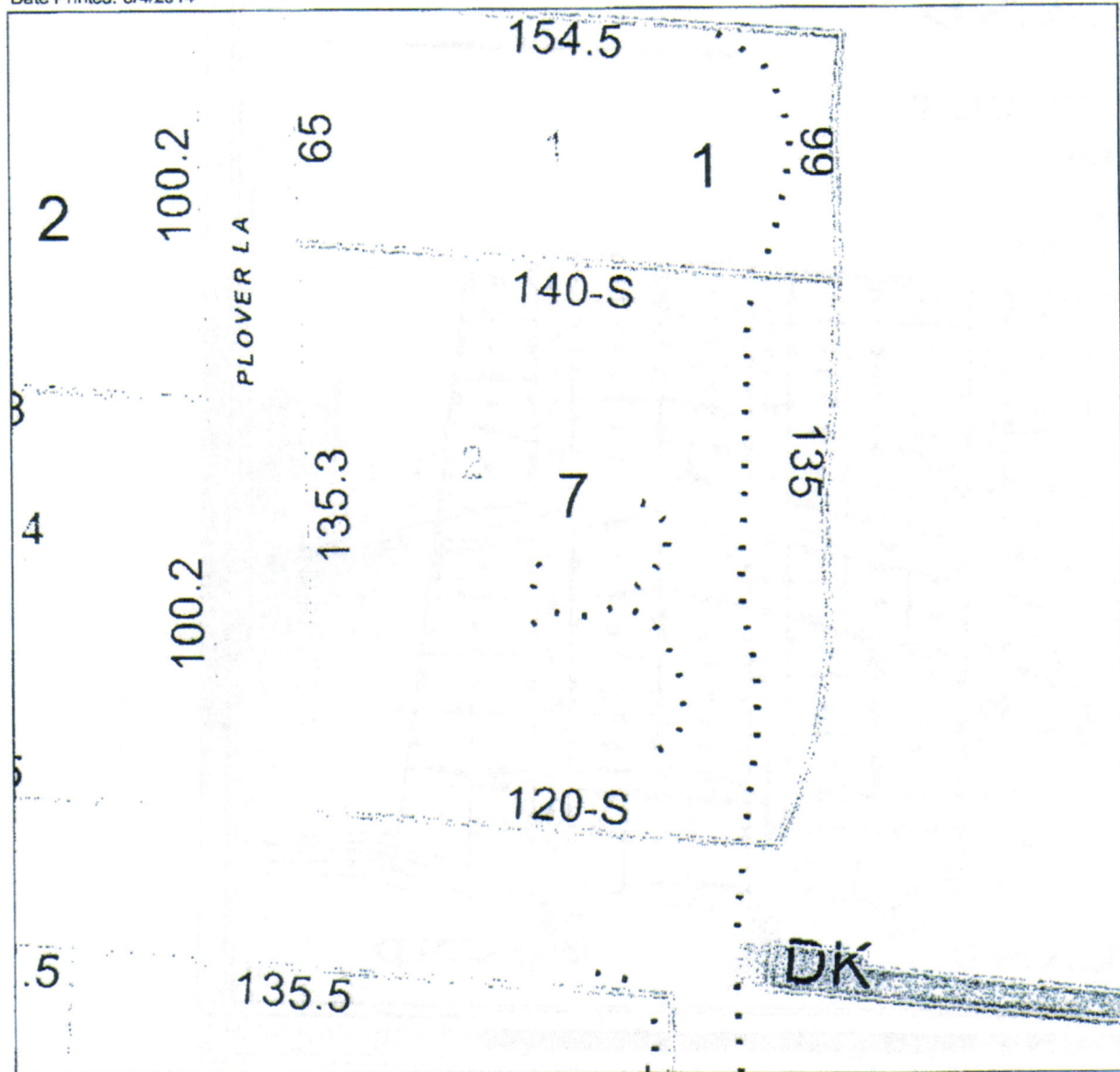
1/2 LOCATIONS

Town of Stonington

Geographic Information System (GIS)



Date Printed: 6/4/2014

**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Stonington and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 40 feet

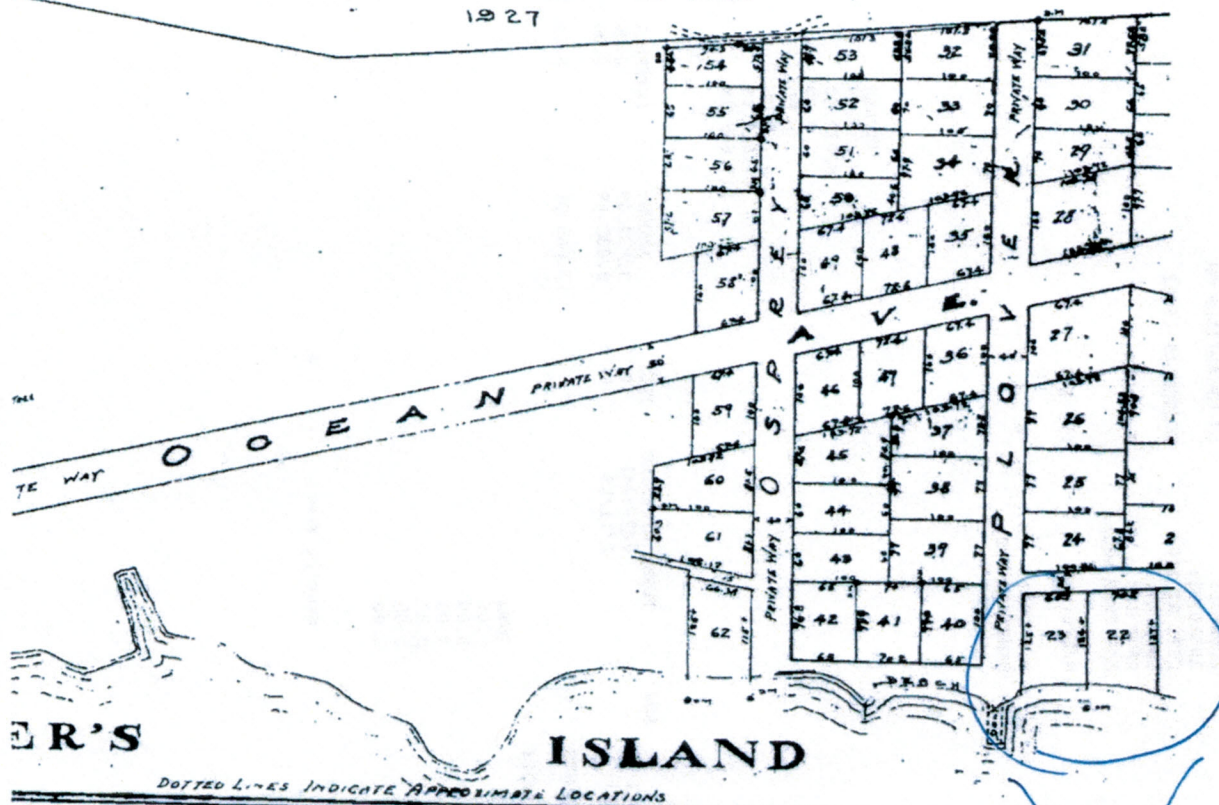
0 40
Feet



THE MASON ISLAND CO.
NEW LONDON, CONN.
OWNERS & DEVELOPERS
SCALE ONE INCH = 100 FEET
1927

THE MASONIC ISLAND CO.
NEW LONDON, CONN.
OWNERS & DEVELOPERS

SCALE ONE INCH = 100 FEET
1927



DOTTED LINES INDICATE APPROXIMATE LOCATIONS



2012010007936

GENERAL DATA REAL ESTATE TOWN OF STONINGTON

AS OF 06/04/2014

BILL NO: 2012-01-0007936
UNIQUE ID: 00851100
LINK#
FILE#
BANK:
ESCROW:
VOL/PAGE: 575-130
LIEN VOL/PAGE: 9 -
DISTRICT:

ORIGINAL OWNER: SIEGEL KENNETH S & DINA F
C/O:
ADDRESS: 57 GREENFIELD DR
CITY ST ZIP: WESTON CT 06883
COUNTRY:
PROP LOC.: 2 PLOVER LA
EXR PROP LOC:

M/B/L: 176 2 7

PROP ASSESSED: 888,600
EXEMPTIONS:
COC CHANGE:
NET VALUE: 888,600
MILL RATE: 19.8800

ELD CODE: 0
EXMPT CHANGE:

*** BILLED ***

TOWN
INST1: 8,832.69
INST2: 8,832.69
INST3: 0.00
INST4: 0.00
ADJ5: 0.00
TOT TAX: 17,665.38
TOTAL PAID: 17,665.38

TOTALS
8,832.69
8,832.69
0.00
0.00
0.00
17,665.38
17,665.38

*** PAYMENTS ***

TYPE CYCLE DATE ADJ
Pmt 6 12/19/2013
Pmt 1 07/02/2013

TERM/BATCH/SEQ
2/275/41
2/11/56

INST
T
T

AMOUNT
8,832.69
8,832.69

INTEREST
0.00
0.00

LIENS
0.00
0.00

FEES
0.00
0.00

TOTALS
8,832.69
8,832.69

TOTAL PAYMENTS:

17,665.38

0.00

0.00

0.00

17,665.38

TOTAL BALANCE DUE AS OF 06/04/2014

INT DUE:
LIEN DUE:
FEES DUE:
TAX DUE NOW:
TOT DUE NOW:
BALANCE DUE:

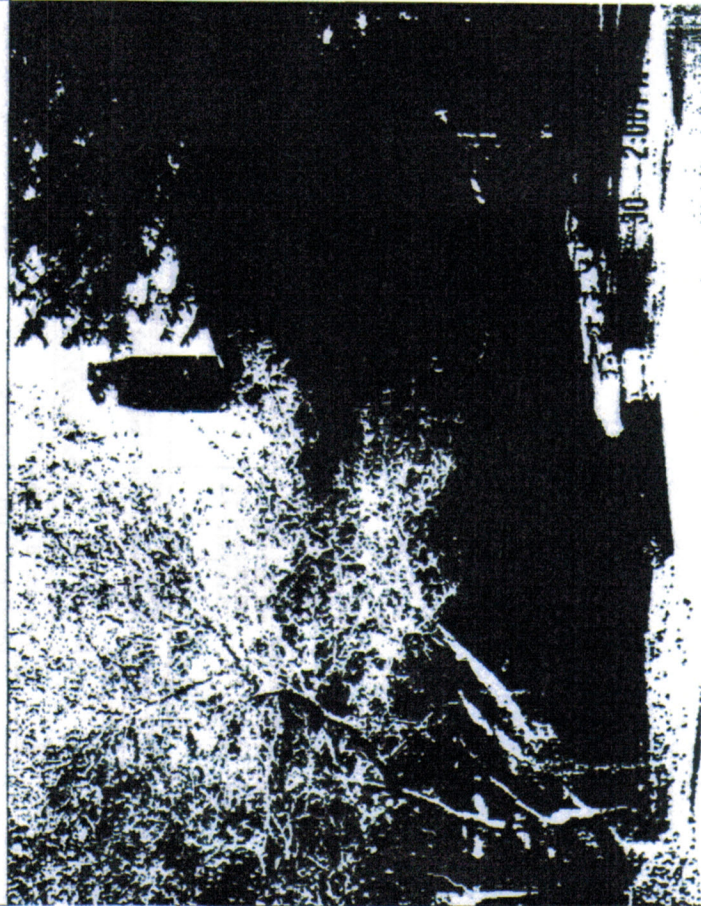
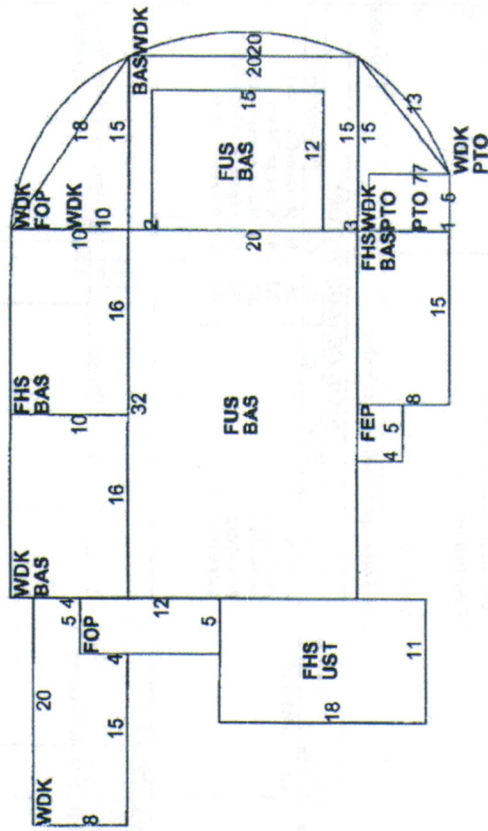
TOWN
0.00
0.00
0.00
0.00
0.00
0.00

*** FLAGS ***

Circuit Breaker Amount: 0
Invalid Address Flag NO

Benefit Year: 0

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description				
Style	09		Custom								
Model	01		Residential								
Grade	05		Ave/Good								
Stories	2		2 Stories								
Occupancy	1										
Exterior Wall 1	14		Wood Shingle								
Exterior Wall 2											
Roof Structure	03		Gable/Hip								
Roof Cover	03		Asph/F GlS/Cmp								
Interior Wall 1	05		Drywall/Sheet								
Interior Wall 2											
Interior Flr 1	09		Pine/Soft Wood								
Interior Flr 2											
Heat Fuel	02		Oil								
Heat Type	04		Forced Air-Duc								
AC Type	03		Central								
Total Bedrooms	04		4 Bedrooms								
Total Bthrms	3										
Total Half Baths	0										
Total Xtra Fixtrs	1										
Total Rooms	9		9 Rooms								
Bath Style	02		Average								
Kitchen Style	03		Modern								
				OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)							
Code	Description	Sub	Sub Description	1/2B Units	Unit Price	Yr	Gide	Dp Rr	Cnd	%Cnd	Apr Value
PAT3	PATIO-VERY			L 540	10.00	2000				75	4,100
PAT2	PATIO-GOOD			L 130	5.00	1111				50	300
DKK3	RES-PIER WT			L 240	60.00	1111				90	13,000
DKK6	FLOAT AVE			L 96	15.00	1111				75	1,100
FPL4	OUT DOOR FI			L 1	3,500.00	1111				90	3,200
DKK5	GANGWAYS			L 42	20.00	1111				75	600
FPL3	2 STORY CHU			B 1	4,500.00	1987				100	3,400
				BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprc. Value					
BAS	First Floor	1,380	1,380	1,380	115.06	158,781					
FEP	Porch, Enclosed	0	0	20	10	57.53					
FHS	Half Story, Finished	311	478	311	74.86	35,783					
FOP	Porch, Open	135	0	27	23.01	3,107					
FUS	Upper Story, Finished	820	820	820	115.06	94,348					
PTO	Patio	0	89	9	11.64	1,036					
UNT	Utility, Storage, Unfinished	0	198	69	40.10	7,939					
WDK	Deck, Wood	0	487	49	11.58	5,638					
Ttl. Gross Liv/Lease Area:		2,511	3,607	2,675		320,851					





Town of Stonington, CT

Property Listing Report

Map Block Lot

176-2-7

Building #

1

Section #

1

Account

00851100

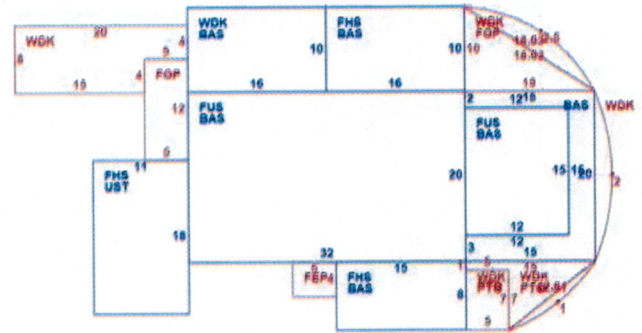
Property Information

Property Location	2 PLOVER LA
Owner	WILSON JENNIFER L & DANIEL T CO-TRUSTEES
Co-Owner	
Mailing Address	25 COLE DR MEDFIELD MA 02052
Land Use	1013 SFR WATER MDL-01
Land Class	R
Zoning Code	RA-20
Census Tract	7053

Photo



Sketch



Street Index	0920
Acreage	0.44
Utilities	Public Water, Septic
Lot Setting/Desc	Waterfront Rolling
Survey Map #	NA
School District	
Fire District	Masons Island
Trash Day	TH
Polling Place (District)	4

Primary Construction Details

Year Built	1926
Stories	2
Building Style	Custom
Building Use	Residential
Building Condition	VG
Occupancy	1
Extra Fixtures	1
Bath Style	Average
Kitchen Style	Modern
AC Type	Central
Heating Type	Forced Air-Duc
Heating Fuel	Propane

Bedrooms	4 Bedrooms
Full Bathrooms	2
Half Bathrooms	1
Total Rooms	9 Rooms
Roof Style	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Floors 1	Pine/Soft Wood
Interior Floors 2	
Exterior Walls	Wood Shingle
Exterior Walls 2	NA
Interior Walls	Drywall/Sheet
Interior Walls 2	NA

(*Industrial / Commercial Details)

Building Desc.	SFR WATER MDL-01
Building Grade	Good
Heat / AC	
Frame Type	
Baths / Plumbing	
Ceiling / Wall	
Rooms / Prtns	
Wall Height	
First Floor Use	



Town of Stonington, CT

Property Listing Report

Map Block Lot

176-2-7

Building #

1

Section #

1

Account

00851100

Valuation Summary

(Assessed value = 70% of Appraised Value)

Item	Appraised	Assessed
Buildings	328900	230200
Extras	3600	2500
Improvements		
Outbuildings	30600	21400
Land	899400	629600
Total	1262500	883700

Sub Areas

Subarea Type	Gross Area (sq ft)	Living Area (sq ft)
First Floor	1380	1380
Porch, Enclosed	20	0
Half Story, Finished	478	311
Porch, Open	135	0
Upper Story, Finished	820	820
Patio	89	0
Utility, Storage, Unfinished	198	0
Deck, Wood	487	0
Total Area	3607	2511

Outbuilding and Extra Features

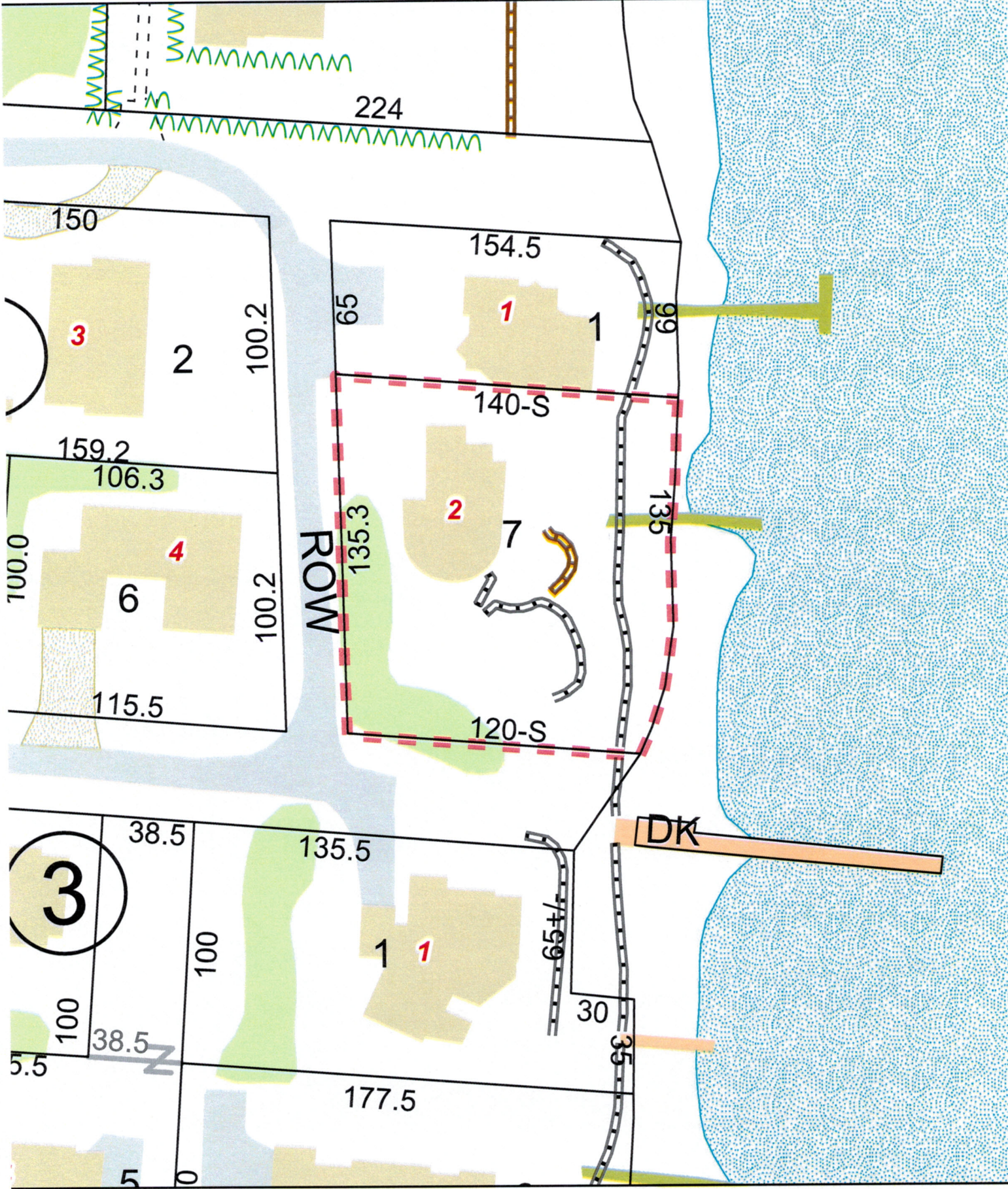
Type	Description
PATIO-VERY GOOD	540.00 S.F
PATIO-GOOD	130.00 S.F.
RES-PIER WTR & ELE	330.00 S.F.
2 STORY CHIM	1.00 UNITS
OUT DOOR FPL	1.00 UNITS
BOAT LIFT	1.00 UNITS
W/LIGHTS ETC	182.00 S.F.

Sales History

Owner of Record	Book/ Page	Sale Date	Sale Price
WILSON JENNIFER L & DANIEL T CO-TRUSTEES	0729/0048	6/9/2014	1650000
SIEGEL KENNETH S & DINA F	0575/0130	3/15/2005	1550000
AUGUSCIAK JOSEPH S & MAUREEN O	0575/0127	3/15/2005	0
AUGUSCIAK JOSEPH S	0392/1089	6/21/1996	415000
VARS LAWRENCE A JR & BEULAH M	0216/1015	10/27/1977	0

Town of Stonington, Connecticut - Assessment Parcel Map

Parcel: 176-2-7 Address: 2 PLOVER LA



Approximate Scale:

1 inch = 50 feet

Revised To Grand List: October 2019

Map Produced: May 2020

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Stonington and its mapping contractors assume no legal responsibility for the information contained herein.