

RECORD & RETURN TO:

Atty Law Offices of John H. Parks
352A Billings Road
Somers, CT 06071

WARRANTY DEED - STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT WE, **S. Prestley Blake and Helen D. Blake** both of the Town of Somers, County of Tolland and State of Connecticut, for consideration of FIVE HUNDRED NINETY SIX THOUSAND EIGHTY & 00/100 (**\$596,080.00**) DOLLARS, grant to **Hillsdale College** of the Town of Hillsdale and State of Michigan, with WARRANTY COVENANTS, a portion of that certain real property known as **700 Hall Hill Road, Somers, Connecticut**, being more particularly described in *Schedule A* attached hereto and made a part hereof.

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 and regulations governing the said Premises.
2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.
3. Such additional encumbrances, if any, as more particularly set forth in *Schedule A* attached hereto.

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 26 day of February, 2020.

S. Prestley Blake

S. Prestley Blake

Helen D. Blake

Helen D. Blake

Signed, sealed and delivered in the presence of or attested by:

Witness: Myra D. Dwyer

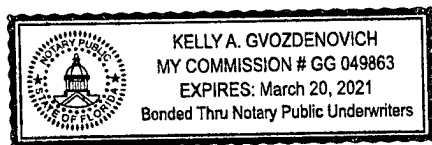
Witness: Wayne Dwyer

STATE OF FLORIDA

COUNTY OF MARTIN

}
} ss.
}

Personally appeared S. Prestley Blake and Helen D. Blake, 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 as their free acts and deeds before me on this 26 day of February, 2020.



[Signature]
Notary Public
My commission expires: March 20 2021

SCHEDULE A

A certain piece or parcel of land together with all of the buildings and improvements thereon situated on the easterly side of Hall Hill Road in the Town of Somers, County of Tolland and State of Connecticut and shown and designated as "Portion of Land N/F S. Prestley & Helen Blake To Be Conveyed To & Combined With N/F Hillsdale College 732 Hall Hill Road Lot Area = 3,392,644 s. f., 77.88 ± Ac." on a map entitled, "Lot Line Reconfiguration Plan Prepared For Hillsdale College 700, 732 & 740 Hall Hill Road Somers, Connecticut Map 10 Lot 07 & 08 & Map 42 Lot 01 Zone: A J.R. Russo & Associates, LLC 1 Shoham Rd East Windsor, CT 06088 Date 2-11-20 Scale 1" = 150' Job Number 2019-056 Sheet 1 of 2" which map is on file or to be filed in the office of the Somers Town Clerk.

Return to:
Law Offices of John H. Parks
P.O. Box 869
Somers, CT 06071

UTILITY EASEMENT

We, S. Prestley Blake and Helen Blake, the owners of real property located in the Town of Somers, County of Tolland and State of Connecticut, known as 700 Hall Hill Road hereinafter called Grantor, hereby grant to Hillsdale College, the owner of real property located in the Town of Somers, County of Tolland and State of Connecticut, which property abuts the Grantor's property, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS, the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, telephone, cable and other utilities, including, without limitation, storm water discharge pipes, drains, catch basins and facilities, including any appurtenances thereto (collectively the "Utilities") in order to provide utility services, communication, signaling and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, telephone, cable and other utilities, including, without limitation, storm water discharge pipes, drains, catch basins and facilities, including any appurtenances thereto (collectively the "Utilities") in order to provide utility services, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is depicted on a map or plan described in Exhibit A attached hereto, which map or plan will be recorded in the Land Records of the Town of Somers.

The Grantor agrees, except with the written permission of the Grantee, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or

destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premise to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

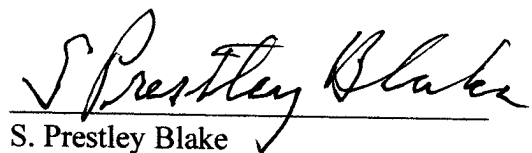
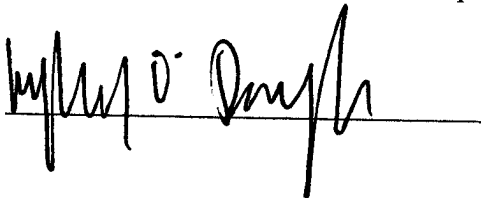
Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agree to and ratify any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have hereunto caused (set) their hands and seals to be affixed this day of February, 2020.

Signed, sealed and delivered in the presence of:


S. Prestley Blake

[Signature]

Helen Blake
Helen Blake

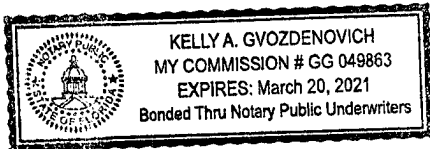
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF *MARTIN*)

SS.

On this *26* day of February, 2020, before me, the undersigned officer, personally appeared S. Prestley Blake and Helen Blake who acknowledged themselves to be the person whose names are subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their free acts and deeds.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public
My commission expires: *03-20-21*

SCHEDULE A

That certain easement area shown and designated as "Proposed Access & Utility Easement In Favor of N/F Hillsdale College Area = 23,118 s. f. (See Detail "A")" on a map entitled, "Easement Map Prepared For Hillsdale College 700, 732 & 740 Hall Hill Road Somers, Connecticut Map 10 Lot 07 & 08 & Map 42 Lot 01 Zone: A J.R. Russo & Associates, LLC 1 Shoham Rd East Windsor, CT 06088 Date 3-02-20 Scale 1" = 50' Job Number 2019-056 Sheet 1 of 1" which map is on file or to be filed in the office of the Somers Town Clerk.

RIGHT OF WAY AGREEMENT

Know Ye, That We, S. Prestley Blake and Helen Blake, the owners of real property located in the Town of Somers, County of Tolland and State of Connecticut, known as 700 Hall Hill Road, do hereby grant to Hillsdale College, the owner of real property in the Town of Somers, County of Tolland and State of Connecticut, which property abuts the Grantors' property, and its successors and assignees the use of a certain right of way over our premises in common with the Grantor for the purpose of ingress and egress along a driveway as shown on the map or plan described in Exhibit A attached hereto, which map or plan is to be recorded in the Somers Land Records.

IN WITNESS WHEREOF, the Grantors have set their hands this 26 day of February 2020.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

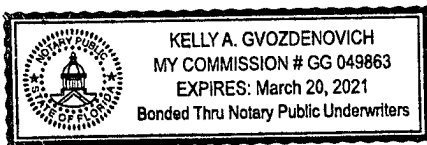
[Signature]
S. Prestley Blake

[Signature]
Helen Blake

STATE OF FLORIDA }

COUNTY OF MARTIN } ss.

The foregoing instrument was acknowledged before me this 26th day of February 2020, by S. Prestley Blake and Helen Blake.



[Signature]
Notary Public [Signature]
My commission expires 03-20-2021

SCHEDULE A

That certain easement area shown and designated as "Proposed Access & Utility Easement In Favor of N/F Hillsdale College Area = 23,118 s. f. (See Detail "A")" on a map entitled, "Easement Map Prepared For Hillsdale College 700, 732 & 740 Hall Hill Road Somers, Connecticut Map 10 Lot 07 & 08 & Map 42 Lot 01 Zone: A J.R. Russo & Associates, LLC 1 Shoham Rd East Windsor, CT 06088 Date 3-02-20 Scale 1" = 50' Job Number 2019-056 Sheet 1 of 1" which map is on file or to be filed in the office of the Somers Town Clerk.

USE AND OCCUPANCY AGREEMENT

Agreement made this day of February 2020 between S. Prestley Blake and Helen Blake (hereinafter referred to as the Seller) of the Town of Somers, Connecticut, and Hillsdale College (hereinafter referred to as Buyer) of the Town of Hillsdale, Michigan.

Whereas, the parties are parties to a Purchase Agreement dated , 2019 for the purchase of 700 Hall Hill Road, Somers, Connecticut(hereinafter referred to as the Premises), and;

Whereas, the closing of title on the premises is scheduled for January 2, 2021 and;

Whereas, the Buyer is desirous of taking possession of the premises before the closing; and

Whereas, the parties hereto are desirous of memorializing the terms and conditions of such use in this Agreement and insuring that said terms and conditions survive delivery of the deed to Buyer.

Now Therefore, in consideration of \$1.00 and other and valuable considerations, including the obligations and covenants herein contained, the parties hereto agree as follows:

1. Buyer will be allowed to occupy the Premises as of February __, 2020 until the seller is able to close and transfer title. Seller shall also be allowed to continue to occupy the Premises.
2. During the time of occupancy of said property Buyer will be personally responsible for damage or injury to the property or persons on the property and agrees to indemnify and save the Seller harmless from and against all claims and liability for losses will pay for the repair of any damage done during his period of occupancy.
3. Buyer agrees that it has inspected the Premises and agrees to accept the Premises "As Is".
4. The Buyer represents that it has liability insurance in force as of the date of occupancy.

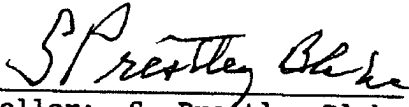
Dated at Hillsdale, Michigan this 26 day of February, 2020.

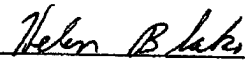
Buyer: Hillsdale College


By: Richard P. Pewe Jr.

Its: CAO/VP for Administration

STUART FL
Dated at FEB. 26, 2020 Florida this 26 day of February, 2020.


Seller: S. Prestley Blake


Seller: Helen Blake

State of FLORIDA
County of MARTIN

Sworn to and subscribed before me on
the 26 day of FEBRUARY 2020


Notary Public's Signature
My Commission Expires MARCH 20, 2021

