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July 18, 1989

John E. Larson, Esq.
12 Main Street
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Dear John:

I have your July 13 letter and am surprised and disappointed at Mr. Haagenson's apparent disenchantment. However, I think we can put Humpty Dumpty back together again.

In the foregoing connection, I suggest that Mr. Haagenson quitclaim the property to us, reserving the life use of the improved portion (the house and a conforming house lot). The Society would commit itself to payment of all property taxes (commencing with the first installment due and payable after the closing), any assessments for municipal improvements, and hazard insurance premiums. Mr. Haagenson would be responsible for utilities charges and routine maintenance (such as replacement of a broken window, repair of a stopped-up toilet and items of that sort). The Society would be responsible for major repairs (such as a new furnace, if the existing furnace breaks down).

Mr. Haagenson's "life use" would terminate if he vacates the property. In other words, he would not have the right to leave it for a period to the date of his death. He would of course have the right to take in a companion, whether or not rent-paying, so long as he was in residence. Of course, too, he could vacate the property for vacations or in the event of any hospitalization that appeared temporary in character.

Normally, the Society does not accept properties without an endowment in an amount reasonably necessary to "carry" the property (insurance, the construction and maintenance of trails and so forth). We recognize that Mr. Haagenson's circumstances would not permit a direct endowment, and we are also mindful of the special ecological value of this lovely site. Accordingly, we can fall back on another arrangement which we have made in at least two other land gifts, by creating an endowment through sales. I suggest in this regard that we be permitted to sell not more than two conforming lots, with the proceeds earmarked as an

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endowment for the Haagenson property, as part of our Board restricted endowment. The balance of the property would be devoted to sanctuary purposes.

All costs associated with the subdivision for sale would be borne by the Society. It is possible that the zoning and planning regulations, as applied to this particular site, would make such a subdivision either impossible or, because of development costs, unfeasible. The Society will just have to take this chance.

If the foregoing is satisfactory to Mr. Haagenson, we should be able to conclude matters in a matter of days.

Sincerely yours,



W. Bradley Morehouse

WBM/jb