



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

RECEIVED
COLCHESTER, CT

2023 APR 24 PM 2:56

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes
Thursday, April 20th, 2023, at 7 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

Gayle Furman
GAYLE FURMAN
TOWN CLERK

Members Present: A. Bisbikos (First Selectman), D. Bates, R. Coyle, J. LaChapelle, and D. Turner
Also Present: M. Williamson (Finance Director), A. Migliaccio (Board of Finance Chair), S. Hoffman (Fire Chief)

1. Call to Order – Meeting called to order at 7:01
2. Pledge of Allegiance
3. Correspondence
 - D. Turner made a motion to add to the agenda a Special Meeting of the Board of Selectmen to discuss with possible action on an employee personnel issue involving the Sewer & Water Department. 2nd by R. Coyle. 3 in favor (D. Turner, R. Coyle, and D. Bates) and 2 against (A. Bisbikos, J. LaChapelle). 2/3rd of all members needed to be added to the agenda. *Motion denied.*
 - D. Bates made a motion to add to the agenda a Special Meeting of the Board of Selectmen to discuss the Employee Handbook and the Policies going forward with employees. 2nd by D. Turner. 3 in favor (D. Turner, R. Coyle, and D. Bates) and 2 against (A. Bisbikos, J. LaChapelle). 2/3rd of all members needed to be added to the agenda. *Motion denied.*
4. Citizens Comments
 - B. Mahon spoke in favor of field irrigation. T. Daniels spoke in favor of field irrigation. R. Silberman spoke about the Sewer & Water Department. B. Dennler spoke in favor of field irrigation. J. Malsbenden spoke in favor of field irrigation and meeting agendas. S. Cox spoke about the maintenance of the rec plex. P. Bureau spoke in favor of field irrigation and the concern of some Board of Selectmen members not attending meetings in person. M. Millington spoke about the current fields' situation. D. Bouchard spoke about the Board of Education budget, the ability for the First Selectman to terminate employees, and the support for field irrigation & social grant program. J. Barnowski spoke about his concerns with the First Selectman. K. Belding spoke in favor of field irrigation and the safety concerns related to our fields' current conditions. V. Rose spoke about the politicization of the fields and the maintenance of the fields. S. Silberman spoke about online attendance for elected officials and the importance of a maintenance plan. K. Kardys spoke about bi-partisan support of the fields. J. Farrell spoke about the fields and reviewing personal policies. A. Smith spoke in favor of field irrigation. S. Chapman spoke about meeting agendas and shared his concerns with the First Selectman. P. Gadbois spoke about her concerns with the First Selectman and attendance in meetings. M. Hayes spoke about citizens comments and about elected officials attending meetings.
5. Consent Agenda

- R. Coyle made a motion to take item H off the consent agenda and move it to the next Board of Selectmen meeting. 2nd by D. Bates. *Motion carried unanimously 5-0*
 - J. LaChapelle made a motion to take item I off the consent agenda and make it 5 A1. 2nd by D. Turner. *Motion carried unanimously 5-0*
 - R. Coyle made a motion to move the consent agenda. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*
 - 5 A1: J. LaChapelle made a motion to waive the standard fees as recommended by the Sewer & Water Commission. 2nd by A. Bisbikos. *Motion carried unanimously 5-0*
 - A. Approve the 3/16/23 Board of Selectmen Special Meeting minutes.
 - B. Accept the Tax Collector's Refunds
 - C. Motion to accept the Norton Park Brownfield Grant Application as recommended and prepared for by Jay Gigliotti
 - D. Motion that the Town of Colchester release Platte River Insurance Company Erosion and Sediment Control Surety Bond No. 41432499 in its entirety and reduce Platte River Insurance Company Subdivision Public Improvements Surety Bond No. S2704035 by \$354,486.76 leaving a Bond Balance of \$146,049.75 as recommended by the Town Engineer.
 - E. Approve the appointment of Sarah Smith-Levine to the Open Space Advisory Committee with a term to expire 3/31/25.
 - F. Accept the resignation of Ronny Segura from the Sewer & Water Commission
 - G. Motion to approve the submission of Title III Grant Renewal Application to secure grant funding for the Making Memories Program, FY 2023-24 and authorize the First Selectman to sign all necessary documents.
 - H. Motion to approve the Naming Facilities/Areas and Recognition Policy (3.1)
 - I. Motion to waive the standard fees for the construction of the Senior Center Project as recommended by the Senior Center Sewer & Water Commission
 - J. Motion to approve Amendment 1 to the Master Municipal Agreement for Construction Projects between the State of Connecticut Department of Transportation and the Town of Colchester
6. Discussion on the Finance Department Temp Coverage
- A. Possible action to approve the temp-coverage from Robert Half through use of undesignated fund balance and have the First Selectman sign all necessary documents.
 - The Board of Selectmen discussed the use of Robert Half for the Finance Department with M. Williamson and A. Migliaccio.
 - A. Bisbikos made a motion to approve temp coverage from Robert Half for a period of up to eight weeks with an amount not to exceed \$ 64,000 and have the First Selectman sign any necessary documents. Amended motion 2nd by J. LaChapelle. *Motion carried unanimously 5-0.*
 - R. Coyle made a motion to amend the motion that the funds come from non-expended and un-encumbered funds and come back to the Board of Selectmen if additional funds are needed. 2nd by D. Bates. *Motion carried unanimously 5-0*
7. Discussion on the proposed Joint Meeting of the Board of Selectmen and Board of Finance for Wednesday, May 10th, 2023

- The Board of Selectmen and the A. Migliaccio discussed possible dates for the Joint Meeting of the Board of Selectmen and the Board of Finance.

8. ARPA Discussion

A. Review of the ARPA Ad-Hoc Committee Executive Summary and ARPA Municipal Community Survey Results

- BOS Members discussed the executive summary and survey results.

B. Possible action on the ARPA Projects and the associated costs

- R. Coyle made a motion to approve \$250,724 of ARPA funds for Field Irrigation and an additional \$30,000 for wells. 2nd by D. Turner. *Motion carried unanimously 5-0*
- D. Bates made a motion to approve \$141,061 of ARPA funds for Norton Park. 2nd by R. Coyle. *Motion carried unanimously 5-0*
- D. Bates made a motion to approve \$53,933 of ARPA funds for the Sabblitz Parking lot. 2nd by R. Coyle. *Motion carried unanimously 5-0*
- D. Bates made a motion to approve \$9,059 of ARPA funds for the Family Empowerment facilitator. 2nd by R. Coyle. *Motion carried unanimously 5-0*
- R. Coyle made a motion to approve \$36,260 of ARPA funds for the 800 MHz radio system. 2nd by D. Bates. *Motion carried unanimously 5-0*
- Bids are being prepared for the following: the Town Hall Roof, Town Hall HVAC, the Highlands Woods Water Tower, Expansion in the Operational Quarters of the Police Department, and a new Parking Lot for the Fire Department Headquarters
- Other items being reviewed are the Equipment/Apparatus for the New Vehicles coming to the Fire Department and a Social Services Grant Program to help residents in need.

9. Citizens Comments

- J. Malsbenden spoke in favor the grant program, the tax collector's refunds, and the importance of not appearing to have a conflict of interest. R. Silberman spoke in favor of field irrigation and HVAC. K. Belding spoke about the Board of Selectmen doing a great job on the ARPA conversation.

10. First Selectman's Report

1. The "Colchester Memorial Day Parade" has chosen the theme for this year's parade. This year it is "Colchester Honors and Remembers Those Who Served and Sacrificed in the Vietnam War." All marching units and floats should try and use the theme in preparing for the parade, which will be on Sunday May 28th, 2023. Applications are available at the Town Hall and through the Town's website. Applications are required for those who are interested in participating in the parade. Please contact the Town Hall, First Selectman's Office, and file your application before May 4th, 2023. The Grand Marshall will be Art Shilosky and our Guest Speaker will be James DePaola.
2. The historic restoration of the Youth Center Roof is anticipated to begin the first week of May.
3. The Senior Center Groundbreaking Ceremony will be held this Friday, April 21st in Meeting Room 1 at 10:30 AM. We hope you can join us.

11. Liaison Reports

- D. Turner – The Board of Assessment Appeals completed their hearings for property assessments, Historic District updates for the Gazebo and the Utility Closet on the Town Green.

12. Adjourn – D. Turner made a motion to adjourn, 2nd by J. LaChapelle. Meeting adjourned at 10:08 PM

Minutes submitted by F. Brown

First Selectman

From: First Selectman
Sent: Wednesday, April 19, 2023 3:27 PM
To: Jillian Vinci
Cc: Shawn Pelletier
Subject: RE: CORE Commission Request

Hi Jillian,

I will have it for the Thursday, May 4th meeting. Thanks for your understanding.

Sincerely,

Andreas

From: Jillian Vinci <jillian.vinci@gmail.com>
Sent: Wednesday, April 19, 2023 3:25 PM
To: First Selectman <selectman@colchesterct.gov>
Cc: Shawn Pelletier <redminuy@icloud.com>
Subject: Re: CORE Commission Request

Hello First Selectman Bisbikos,

I just wanted to touch base with you on the CORE commission Facebook request. Since we last corresponded, I know that one BOS meeting had been cancelled. I do believe the meeting for tomorrow is still moving forward and I wanted to ask that we be included on the agenda for a few minutes of the Board's time.

Thank you so much for your help on this!

Jillian Vinci

On Sat, Mar 18, 2023 at 5:40 PM First Selectman <selectman@colchesterct.gov> wrote:

Hi Jillian,

I have no concern regarding setting up a Facebook page for CORE. I have spoken with Shawn about this before and believe it could be of value. Setting up parameters in place like the ones you mentioned, I believe is a good start. The last thing CORE should be misinterpreted as is a political steering committee and I know Shawn feels the same way too. I will include it on the agenda.

Sincerely,

Andreas

From: Jillian Vinci <jillian.vinci@gmail.com>
Sent: Friday, March 17, 2023 3:53 PM
To: First Selectman <selectman@colchesterct.gov>
Cc: Shawn Pelletier <redminuy@icloud.com>
Subject: CORE Commission Request

Hello First Selectman Bisbikos,

At our CORE meeting this week, the commission agreed that we would like to set up a FaceBook page specific to CORE. The purpose would be only for sharing information, events, etc. It would not allow commenting and would never post controversial information or opinions. Our mission is to keep the page 100% educational and respectful.

Our liaison, Denise Turner, looked into whether or not this is an option for us and she reported back that it can be allowed but the Board of Selectmen would need to vote on this. I would be happy to present our request to the Board at the next meeting if you could please add this item to the agenda?

Please let me know.

Thank you for your time and consideration,

Jillian Vinci

CORE Commission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First Selectman

From: Carol Szymanski
Sent: Monday, April 24, 2023 11:35 AM
To: First Selectman
Cc: Demian Sorrentino
Subject: FW: Colchester Sablitz Property OSWA 599 Grant and Easement Agreements for F.S. signature
Attachments: Colchester Sablitz Grant Agreement for Town signature.pdf; Colchester Sablitz CE for Town signature.pdf; Municipal Resolution sample.docx; Agency Vendor Form.pdf; W9.pdf; Nondiscrimination Certification Form C January 2016.docx

Good Morning Andreas:

Now that the CT DEEP and the Attorney General have accepted our title search and we have agreed to block off illegal encroachments discovered during the land survey mapping, CT DEEP would like the town to pass a resolution (sample attached) to allow the First Selectman to sign the paperwork for the Sablitz family farm open space.

Could you please place this item on the agenda of the BOS to pass a resolution as requested?

Thanks, Carol

From: Clarke, Allyson [mailto:Allyson.Clarke@ct.gov]
Sent: Friday, April 21, 2023 10:15 AM
To: Carol Szymanski <cszymanski@colchesterct.gov>
Subject: Colchester Sablitz Property OSWA 599 Grant and Easement Agreements for F.S. signature

Carol,

Thank you for obtaining the Town's commitment to block off abutter access between the Sablitz property and the three abutters (land N/F Williams, land N/F Downey, and land N/F Bakoulis), as is necessary or appropriate.

With That understanding, the attached Grant and Conservation Easements have been approved as to form by the Attorney General's office. As long as the Town has adopted the necessary Resolution, authorizing the First Selectman to sign the agreements, he may do so (see below for additional instructions).

If the attached sample Resolution contains all the necessary elements for the Resolution. if you have not adopted a Resolution, similar to the attached, please do so at a future Town meeting.

Once the Resolution is adopted, the First Selectman can:

1. **E-sign the Grant Agreement** on page 2 only, return the E-signed Grant Agreement to me via email, with the Resolution and all of the attached contracting forms (Agency Vendor, W9 & Nondiscrimination Certification) completed.
2. Sign the Conservation Easement on page 4 - "wet signature" with two witnesses and a notary or attorney acknowledgement. Please return the conservation easement to me in the mail.

Once I have the E-signed Grant Agreement and the Conservation Easement I will get the Commissioner and AG signatures. Once fully executed, I'll return a copy of the Grant Agreement to

your for your files and I will return the original Conservation Easement to you so it can be recorded on the land records.

Let me know if you have any questions!

Warm Regards,

Allyson Clarke, Property Agent

Land Acquisition & Management Division
Connecticut Department of Energy & Environmental Protection
79 Elm Street, Hartford, CT 06106-5127
p: 860-424-3774 | m: 860-595-7469 | Allyson.clarke@ct.gov



Connecticut
**Department of Energy &
Environmental Protection**

*Conserving, improving, and protecting our natural resources and environment,
Ensuring a clean, affordable, reliable, and sustainable energy supply.*

 | portal.ct.gov/DEEP

From: Carol Szymanski <cszymanski@colchesterct.gov>

Sent: Wednesday, April 19, 2023 11:04 AM

To: Clarke, Allyson <Allyson.Clarke@ct.gov>

Subject: We are all in!

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

The first selectman just emailed me on this issue and we will commit to blocking off these properties as is appropriate for the location.

Best, Carol



"Where Tradition Meets Tomorrow"

Carol Szymanski
Colchester Wetlands Agent
127 Norwich Avenue
Colchester, CT 06415
860-537-7283
Cszymanski@colchesterct.gov

Monday-Friday: 8:30 a.m. to 4:30 p.m.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

MUNICIPALITY OF COLCHESTER

SABLITZ PROPERTY

OSWA-599

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

WHEREAS, The Town of Colchester holds title to 75.174± acres of real property in the territorial limit of the Town of Colchester, formerly of Lynn D. Roche & Joseph Roche as Co-Executors of the Last Will and Testament of Barbara Sablitz a/k/a Barbara N. Sablitz a/k/a Barbara Neveski Sablitz, late of Wallingford, Connecticut;

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to especially valuable water-related recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Colchester is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, and the Town of Colchester has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through its Commissioner of Energy and Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Colchester;

WHEREAS, the Town of Colchester and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Colchester.

NOW, THEREFORE, the TOWN OF COLCHESTER, a municipal corporation having its territorial limits within the County of New London and State of Connecticut, (the "Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Colchester, County of New London, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct a gravel parking area, unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

- 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
- 2) The right to grant access to the site for research;
- 3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public is defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation is defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing (catch and release in Pine Brook), non-commercial hunting by individuals with valid hunting licenses and permits who have the permission of the Grantor, non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by J.P. Morgan Chase Bank or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property, and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as

the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Energy and Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns, does COVENANT with the Holder that it will WARRANT AND DEFEND title to the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

SCHEDULE A

The land upon which The Town of Colchester is placing a permanent Conservation Easement is described further by means of the following property description.

A certain piece or parcel situated on the northerly side of Middletown Road A.K.A. Route 16, in the Town of Colchester, County of New London and State of Connecticut shown as "M/B/L: 4W-09-013-000 3,274,559+/- Ft² 75.174 +/- ACRES" on a map entitled "BOUNDARY SURVEY PREPARED FOR THE TOWN OF COLCHESTER M/B/L: 4W-09-013-000 MIDDLETOWN ROAD (ROUTE #16) - COLCHESTER, CONNECTICUT SCALE 1" = 100' - AUGUST 13, 2021" certified by Charles R. Dutch Dutch & Associates Land Surveyors 392 South Main Street, Colchester, Conn. (860) 537-3465. Said map shall be recorded at the Office of the Town Clerk in the Town of Colchester. Said piece or parcel being more particularly bounded and described as follows:

Beginning at a rebar on the northerly street line of Middletown Road A.K.A. Route 16, being the southeasterly corner of land N/F Michael D. Wood and the southwesterly corner of the herein described parcel;

Thence N 1°57'12" W a distance of 33.09 feet to a rebar set in a stonewall;

Thence continuing along said stonewall N 1°35'25" W a distance of 147.57 feet to a rebar;

Thence continuing along said stonewall N 15°58'07" W a distance of 172.13 feet to a rebar;

Thence continuing along said stonewall N 25°03'02" W a distance of 47.24 feet to a rebar;

Thence continuing along said stonewall N 36°15'28" W a distance of 86.82 feet to a rebar at a stonewall corner, wire fence in intersection and the southeasterly corner of land N/F Burton Anderson;

The previous 5 courses and distances along said Wood;

Thence along the wire fence line N 26°16'24" W a distance of 80.08 feet to a 20" Oak;

Thence continuing along the wire fence line N 32°13'30" W a distance of 315.07 feet to a rebar;

Thence continuing along the wire fence line N 32°13'30" W a distance of 192.01 feet to a 24" Oak;

Thence continuing along the wire fence line N 41°28'45" W a distance of 24.66 feet to a 12" Beech;

Thence continuing along the wire fence line N 29°00'47" W a distance of 156.91 feet to a 12" Beech;

Thence N 28°20'13" W a distance of 17.86 feet to a rebar;

Thence N 28°20'13" W a distance of 91.51 feet to a point in the southerly line of land N/F Laurie A. Ellis, in the center of Pine Brook;

The previous 7 courses and distances along said Anderson;

Thence continuing in a northerly direction along the centerline of Pine Brook a distance of 2,690 feet, more or less being N 2°30'05" W a distance of 2040.45 feet to the southerly line of land N/F Danielle Diederich;

The previous described portion of Pine Brook being along land N/F Laurie A. Ellis, land N/F Derek Christian Wilcox, land N/F Stephen & Letisha Trabakoulos, land N/F Philip Busque, land N/F John Coloccio, land N/F Elizabeth A. & James Schenking, land N/F Christopher & Nicole Daniels, land N/F Wayne W. Patterson & Bet Casler, land N/F Simon & Jennifer Spence, land N/F Kymberly F. Cianci & Shawn M. Reilly, in part by each;

Thence along said Diederich S 69°37'57" E a distance of 17.28 feet to a rebar, being the southwesterly corner of Land N/F Jason M. & Maura K. Sakoulis and the northwesterly corner of the herein described parcel;

Thence N 84°42'59" E a distance of 32.50 feet to a 20" Oak;

Thence N 75°27'29" E a distance of 37.50 feet to a point;

Thence N 70°27'29" E a distance of 31.50 feet to a point;

Thence N 49°27'29" E a distance of 20.50 feet to a point;

Thence N 84°27'29" E a distance of 49.00 feet to a rebar at the end of a stonewall;

Thence along said stonewall N 77°17'29" E a distance of 110.00 feet to a rebar;

Thence along said stonewall N 74°37'29" E a distance of 63.00 feet to a rebar;

Thence along said stonewall N 77°07'29" E a distance of 73.00 feet to a rebar;

Thence along said stonewall and a wire fence line N 74°42'29" E a distance of 96.50 feet to a rebar;

Thence along said wire fence line N 66°57'29" E a distance of 57.50 feet to a 20" Oak;

Thence along said wire fence line N 59°57'29" E a distance of 27.50 feet to a double 20" Oak;

Thence along said wire fence line N 77°22'29" E a distance of 104.50 feet to a rebar;

Thence along said wire fence line N 82°25'29" E a distance of 245.50 feet to a point;

Thence along said wire fence line N 71°57'29" E a distance of 40.00 feet to a point;

Thence along said wire fence line N 80°47'29" E a distance of 134.00 feet to an iron pipe at a fence corner, being the northwesterly corner of land N/F Paula J. & Annette Jervasi and the northeasterly corner of the herein described parcel;

The previous 15 courses and distances along said Bakoulis;

Thence along said wire fence line S 1°24'03" W a distance of 171.08 feet to a metal tee;

Thence along said wire fence line S 1°06'50" W a distance of 107.46 feet to a metal tee;

Thence along said wire fence line S 1°09'35" W a distance of 81.82 feet to an iron pipe;

Thence along said wire fence line S 0°56'53" W a distance of 70.04 feet to a metal tee;

Thence along said wire fence line S 0°54'25" W a distance of 144.09 feet to an iron pipe;

Thence along said wire fence line S 3°30'27" W a distance of 96.23 feet to a metal tee;

Thence along said wire fence line S 0°51'31" E a distance of 135.61 feet to an iron pipe;

Thence along said wire fence line S 4°43'10" W a distance of 65.81 feet to a metal tee;

Thence along said wire fence line S 0°18'43" E a distance of 188.60 feet to a metal tee;

Thence along said wire fence line S 1°42'55" W a distance of 132.19 feet to a point;

Thence along said wire fence line S 10°25'22" E a distance of 25.79 feet to a metal tee;

Thence along said wire fence line S 23°54'15" E a distance of 135.31 feet to a metal tee;

Thence along said wire fence line S 21°29'04" E a distance of 105.38 feet to an iron pipe;

Thence along said wire fence line S 24°50'31" E a distance of 59.19 feet to a metal tee;

Thence along said wire fence line S 23°36'26" E a distance of 144.55 feet to a square rod;

Thence along said wire fence line S 23°23'11" E a distance of 95.52 feet to a metal tee;

Thence along said wire fence line S 25°05'39" E a distance of 106.20 feet to an iron pipe;

Thence along said wire fence line S 24°24'53" E a distance of 302.18 feet to a pinch pipe at a wire fence intersection, being the northwesterly corner of land N/F Gerald & Robin Stickle;

The previous 18 courses and distances being along said Jervasi;

Thence along said wire fence line S 22°54'56" E a distance of 57.32 feet to an iron pipe;

Thence along said wire fence line S 27°59'57" E a distance of 159.36 feet to a rebar;

Thence along said wire fence line S 21°37'52" E a distance of 213.03 feet to a rebar;

The previous 3 courses and distances being along said Stickle;

Thence S 22°00'15" E a distance of 313.30 feet, along said wire fence line, along land N/F Madeline D. Downey, along land N/F Alvin E. Williams & Helene L. Soucy Williams, in part by each, to a rebar on the northerly street line of Middletown Road A.K.A. Route 16, said point being the southeasterly corner of the herein described parcel;

Thence S 56°00'55" W a distance of 199.23 feet to a Connecticut Highway Department Monument;

Thence S 55°59'59" W a distance of 612.49 feet to a Connecticut Highway department Monument;

Thence S 56°01'27" W a distance of 482.38 feet to the point and place of beginning.

The previous 3 courses being along the northerly street line of Middletown Road A.K.A. Route 16.

SAID PARCEL CONTAINS 3,274,599+/- FT.² - 75.174 ACRES

Said Property is subject to:

1. Possible rights of others in and to Cut Trails and Woods Roads as shown on said map.
2. Riparian rights of others in and to Pine Brook.

OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT

MUNICIPALITY OF COLCHESTER

SABLITZ PROPERTY

OSWA-599

KNOW ALL THESE MEN BY THESE PRESENTS:

THIS AGREEMENT, is made between the TOWN OF COLCHESTER, a municipal corporation having its territorial limits within New London County and the State of Connecticut, specially chartered under the laws of the State of Connecticut, hereinafter referred to as "CONTRACTOR", and the STATE OF CONNECTICUT, acting herein by its Commissioner of Energy and Environmental Protection duly authorized under the provisions of Connecticut General Statutes (CGS) Section 22a-6(a)(2) and Section 7-131d, hereinafter referred to as the "COMMISSIONER" or "STATE".

WHEREAS, the Contractor has purchased land for open space purposes and has applied for and received a grant to assist in the purchase of open space as described in CGS Section 7-131d and;

WHEREAS, the Contractor, in consideration for the provision by the State of financial assistance to purchase open space, desires to grant a perpetual Conservation Easement as defined in CGS Section 47-42a and Public Access Easement on land purchased by the Contractor, for purposes of open space conservation, watershed protection and/or passive outdoor recreation;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and in granting a perpetual conservation and public access easement to the State, the parties agree as follows:

1. The State agrees to make a grant to the Contractor, in the amount of Sixty-Three Thousand (\$63,000.00) Dollars for purposes described in this Open Space and Watershed Land Acquisition Grant Agreement ("Agreement"). The payments of any and all sums pursuant to this Agreement are conditioned upon, and in consideration for, the Contractor meeting its obligations under the terms of the Agreement.
2. Upon approval of this Agreement by the Attorney General, the Contractor shall grant to the State of Connecticut with Warranty Covenants a Conservation and Public Recreation Easement and Agreement ("Conservation Easement") substantially in form and content set forth in Exhibit C of this Agreement, dedicating said land to conservation purposes and restricting the use of said land for such purposes except as otherwise approved by the Commissioner of Energy and Environmental Protection or her successor in accordance with CGS Section 7-131d. The restriction will run with the land in favor of the State of Connecticut and will be binding upon the Contractor and its successors and assigns. The recording of the Conservation Easement, as described, shall be completed within six (6) months from approval of this Agreement by the Attorney General.
3. The land on which the permanent Conservation Easement will be placed, is more fully described in Exhibit B, which is hereby incorporated as part of this Agreement. At the time of the grant of the Conservation Easement and restriction to the State, said land shall be free of all encumbrances that, in the State's sole determination, would prevent said land from being used for open space purposes in accordance with Exhibit C.
4. The Contractor will erect a permanent plaque or sign on said property within six (6) months after the recording of the Conservation Easement on the land using grant funds, acknowledging that said land is preserved open space allowing the public access for passive recreation and that said land was acquired through a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection, Open Space and Watershed Land Acquisition Grant Program. Said property is a public recreation area and, as such, it will be open to the public. The public, for purposes of this Agreement, is defined as any resident of any municipality, state, country or nation. Should a parking/patron fee be levied on patrons to use this property, the Contractor agrees not to charge a fee to non-residents of the municipality, an amount that exceeds twice that charged to residents of the municipality. Where there is no charge to residents, but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents, must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Said fees will be subject to approval by the Commissioner of Energy and Environmental Protection.
5. The Contractor agrees to properly and efficiently operate and maintain the project area after acquisition consistent with the Conservation Easement and provide assurance of such operation and maintenance as may be required by the Commissioner of Energy and Environmental Protection.
6. The Contractor agrees to comply with the Executive Orders and Other Enactments as set forth in Exhibit A.
7. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in CGS Section 4-230. The Contractor shall provide for an annual financial audit acceptable to the State for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
8. Forum and Choice of Law. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees.

which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

10. The provisions of this Agreement are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

11. This Agreement shall be governed by the substantive laws of the State of Connecticut.

Said covenants and agreements will run with the land in favor of the State of Connecticut and will be binding upon the Contractor and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands.

TOWN OF COLCHESTER

Andreas Bisbikos **Date**
First Selectman
Duly Authorized

STATE OF CONNECTICUT

Katherine S. Dykes **Date**
Commissioner
Department of Energy and Environmental Protection

STATUTORY AUTHORITY
Connecticut General Statutes
Section 7-131d(e)

APPROVED
William Tong
Attorney General

By: Jeffrey Zeman
Assistant Attorney General

Date

EXHIBIT A

EXECUTIVE ORDERS AND OTHER ENACTMENTS

- a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- c. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily or comparatively negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management, or the Department of Administrative Services and by the Attorney General of the State of Connecticut.

EXHIBIT B

The land upon which a permanent Conservation Easement will be placed by the Town of Colchester is described further by means of the following property description.

A certain piece or parcel situated on the northerly side of Middletown Road A.K.A. Route 16, in the Town of Colchester, County of New London and State of Connecticut shown as "M/B/L: 4W-09-013-000 3,274,559+/- Ft² 75.174 +/- ACRES" on a map entitled "BOUNDARY SURVEY PREPARED FOR THE TOWN OF COLCHESTER M/B/L: 4W-09-013-000 MIDDLETOWN ROAD (ROUTE #16) - COLCHESTER, CONNECTICUT SCALE 1" = 100' - AUGUST 13, 2021" certified by Charles R. Dutch Dutch & Associates Land Surveyors 392 South Main Street, Colchester, Conn. (860) 537-3465. Said map shall be recorded at the Office of the Town Clerk in the Town of Colchester. Said piece or parcel being more particularly bounded and described as follows:

Beginning at a rebar on the northerly street line of Middletown Road A.K.A. Route 16, being the southeasterly corner of land N/F Michael D. Wood and the southwesterly corner of the herein described parcel;

Thence N 1°57'12" W a distance of 33.09 feet to a rebar set in a stonewall;

Thence continuing along said stonewall N 11°35'25" W a distance of 147.57 feet to a rebar;

Thence continuing along said stonewall N 15°58'07" W a distance of 172.13 feet to a rebar;

Thence continuing along said stonewall N 25°03'02" W a distance of 47.24 feet to a rebar;

Thence continuing along said stonewall N 36°15'28" W a distance of 86.82 feet to a rebar at a stonewall corner, wire fence in intersection and the southeasterly corner of land N/F Burton Anderson;

The previous 5 courses and distances along said Wood;

Thence along the wire fence line N 26°16'24" W a distance of 80.08 feet to a 20" Oak;

Thence continuing along the wire fence line N 32°13'30" W a distance of 315.07 feet to a rebar;

Thence continuing along the wire fence line N 32°13'30" W a distance of 192.01 feet to a 24" Oak;

Thence continuing along the wire fence line N 41°28'45" W a distance of 24.66 feet to a 12" Beech;

Thence continuing along the wire fence line N 29°00'47" W a distance of 156.91 feet to a 12" Beech;

Thence N 28°20'13" W a distance of 17.86 feet to a rebar;

Thence N 28°20'13" W a distance of 91.51 feet to a point in the southerly line of land N/F Laurie A. Ellis, in the center of Pine Brook;

The previous 7 courses and distances along said Anderson;

Thence continuing in a northerly direction along the centerline of Pine Brook a distance of 2,690 feet, more or less being N 2°30'05" W a distance of 2040.45 feet to the southerly line of land N/F Danielle Diederich;

The previous described portion of Pine Brook being along land N/F Laurie A. Ellis, land N/F Derek Christian Wilcox, land N/F Stephen & Letisha Trabakoulos, land N/F Philip Busque, land N/F John Coloccio, land N/F Elizabeth A. & James Schenking, land N/F Christopher & Nicole Daniels, land N/F Wayne W. Patterson & Bet Casler, land N/F Simon & Jennifer Spence, land N/F Kymberly E. Cianci & Shawn M. Reilly, in part by each;

Thence along said Diederich S 69°37'57" E a distance of 17.28 feet to a rebar, being the southwesterly corner of land N/F Jason M. & Maura K. Bakoulis and the northwesterly corner of the herein described parcel;

Thence N 84°42'59" E a distance of 32.50 feet to a 20" Oak;

Thence N 75°27'29" E a distance of 37.50 feet to a point;

Thence N 70°27'29" E a distance of 31.50 feet to a point;

Thence N 49°27'29" E a distance of 20.50 feet to a point;

Thence N 84°27'29" E a distance of 49.00 feet to a rebar at the end of a stonewall;

Thence along said stonewall N 77°17'29" E a distance of 110.00 feet to a rebar;

Thence along said stonewall N 74°37'29" E a distance of 63.00 feet to a rebar;

Thence along said stonewall N 77°07'29" E a distance of 73.00 feet to a rebar;

Thence along said stonewall and a wire fence line N 74°42'29" E a distance of 96.50 feet to a rebar;

Thence along said wire fence line N 66°57'29" E a distance of 57.50 feet to a 20" Oak;

Thence along said wire fence line N 59°57'29" E a distance of 27.50 feet to a double 20" Oak;

Thence along said wire fence line N 77°22'29" E a distance of 104.50 feet to a rebar;

Thence along said wire fence line N 82°25'29" E a distance of 245.50 feet to a point;

Thence along said wire fence line N 71°57'29" E a distance of 40.00 feet to a point;

Thence along said wire fence line N 80°47'29" E a distance of 134.00 feet to an iron pipe at a fence corner, being the northwesterly corner of land N/F Paula J. & Annette Jervasi and the northeasterly corner of the herein described parcel;

The previous 15 courses and distances along said Bakoulis;

Thence along said wire fence line S 1°24'03" W a distance of 171.08 feet to a metal tee;

Thence along said wire fence line S 1°06'50" W a distance of 107.46 feet to a metal tee;

Thence along said wire fence line S 1°09'35" W a distance of 81.82 feet to an iron pipe;

Thence along said wire fence line S 0°56'53" W a distance of 70.04 feet to a metal tee;

Thence along said wire fence line S 0°54'25" W a distance of 144.09 feet to an iron pipe;

Thence along said wire fence line S 3°30'27" W a distance of 96.23 feet to a metal tee;

Thence along said wire fence line S 0°51'31" E a distance of 135.61 feet to an iron pipe;

Thence along said wire fence line S 4°43'10" W a distance of 65.81 feet to a metal tee;

Thence along said wire fence line S 0°18'43" E a distance of 188.60 feet to a metal tee;

Thence along said wire fence line S 1°42'55" W a distance of 132.19 feet to a point;

Thence along said wire fence line S 10°25'22" E a distance of 25.79 feet to a metal tee;

Thence along said wire fence line S 23°54'15" E a distance of 135.31 feet to a metal tee;

Thence along said wire fence line S 21°29'04" E a distance of 105.38 feet to an iron pipe;

Thence along said wire fence line S 24°50'31" E a distance of 59.19 feet to

a metal tee;

Thence along said wire fence line S 23°36'26" E a distance of 144.55 feet to a square rod;

Thence along said wire fence line S 23°23'11" E a distance of 95.52 feet to a metal tee;

Thence along said wire fence line S 25°05'39" E a distance of 106.20 feet to an iron pipe;

Thence along said wire fence line S 24°24'53" E a distance of 302.18 feet to a pinch pipe at a wire fence intersection, being the northwesterly corner of land N/F Gerald & Robin Sticklel;

The previous 18 courses and distances being along said Jervasi;

Thence along said wire fence line S 22°54'56" E a distance of 57.32 feet to an iron pipe;

Thence along said wire fence line S 27°59'57" E a distance of 159.36 feet to a rebar;

Thence along said wire fence line S 21°37'52" E a distance of 213.03 feet to a rebar;

The previous 3 courses and distances being along said Sticklel;

Thence S 22°00'15" E a distance of 313.30 feet, along said wire fence line, along land N/F Madeline D. Downey, along land N/F Alvin E. Williams & Helene L. Soucy Williams, in part by each, to a rebar on the northerly street line of Middletown Road A.K.A. Route 16, said point being the southeasterly corner of the herein described parcel;

Thence S 56°00'55" W a distance of 199.23 feet to a Connecticut Highway Department Monument;

Thence S 55°59'59" W a distance of 612.49 feet to a Connecticut Highway department Monument;

Thence S 56°01'27" W a distance of 482.38 feet to the point and place of beginning.

The previous 3 courses being along the northerly street line of Middletown Road A.K.A. Route 16.

SAID PARCEL CONTAINS 3,274,599+/- FT.² - 75.174 ACRES

EXHIBIT C

**CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT**

MUNICIPALITY OF COLCHESTER

SABLITZ PROPERTY

OSWA-599

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

WHEREAS, The Town of Colchester holds title to 75.174± acres of real property in the territorial limit of the Town of Colchester, formerly of Lynn D. Roche & Joseph Roche as Co-Executors of the Last Will and Testament of Barbara Sablitz a/k/a Barbara N. Sablitz a/k/a Barbara Neveski Soblitz, late of Wallingford, Connecticut;

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to especially valuable water-related recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Colchester is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, and the Town of Colchester has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through its Commissioner of Energy and Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Colchester;

WHEREAS, the Town of Colchester and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Colchester.

NOW, THEREFORE, the TOWN OF COLCHESTER, a municipal corporation having its territorial limits within the County of New London and State of Connecticut, (the "Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Colchester, County of New London, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. **Development Rights and Restrictions.** No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct a gravel parking area, unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

- 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
- 2) The right to grant access to the site for research;
- 3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public is defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation is defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing (catch and release in Pine Brook), non-commercial hunting by individuals with valid hunting licenses and permits who have the permission of the Grantor, non-motorized boating and environmental education .

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by J.P. Morgan Chase Bank or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property, and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as

the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Energy and Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns, does COVENANT with the Holder that it will WARRANT AND DEFEND title to the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

SCHEDULE A

The land upon which The Town of Colchester is placing a permanent Conservation Easement is described further by means of the following property description.

A certain piece or parcel situated on the northerly side of Middletown Road A.K.A. Route 16, in the Town of Colchester, County of New London and State of Connecticut shown as "M/B/L: 4W-09-013-000 3,274,559+/- Ft² 75.174 +/- ACRES" on a map entitled "BOUNDARY SURVEY PREPARED FOR THE TOWN OF COLCHESTER M/B/L: 4W-09-013-000 MIDDLETOWN ROAD (ROUTE #16) - COLCHESTER, CONNECTICUT SCALE 1" = 100' - AUGUST 13, 2021" certified by Charles R. Dutch Dutch & Associates Land Surveyors 392 South Main Street, Colchester, Conn. (860) 537-3465. Said map shall be recorded at the Office of the Town Clerk in the Town of Colchester. Said piece or parcel being more particularly bounded and described as follows:

Beginning at a rebar on the northerly street line of Middletown Road A.K.A. Route 16, being the southeasterly corner of land N/F Michael D. Wood and the southwesterly corner of the herein described parcel;

Thence N 1°57'12" W a distance of 33.09 feet to a rebar set in a stonewall;

Thence continuing along said stonewall N 11°35'25" W a distance of 147.57 feet to a rebar;

Thence continuing along said stonewall N 15°58'07" W a distance of 172.13 feet to a rebar;

Thence continuing along said stonewall N 25°03'02" W a distance of 47.24 feet to a rebar;

Thence continuing along said stonewall N 36°15'28" W a distance of 86.82 feet to a rebar at a stonewall corner, wire fence in intersection and the southeasterly corner of land N/F Burton Anderson;

The previous 5 courses and distances along said Wood;

Thence along the wire fence line N 26°16'24" W a distance of 80.08 feet to a 20" Oak;

Thence continuing along the wire fence line N 32°13'30" W a distance of 315.07 feet to a rebar;

Thence continuing along the wire fence line N 32°13'30" W a distance of 192.01 feet to a 24" Oak;

Thence continuing along the wire fence line N 41°28'45" W a distance of 24.66 feet to a 12" Beech;

Thence continuing along the wire fence line N 29°00'47" W a distance of 156.91 feet to a 12" Beech;

Thence N 28°20'13" W a distance of 17.86 feet to a rebar;

Thence N 28°20'13" W a distance of 91.51 feet to a point in the southerly line of land N/F Laurie A. Ellis, in the center of Pine Brook;

The previous 7 courses and distances along said Anderson;

Thence continuing in a northerly direction along the centerline of Pine Brook a distance of 2,690 feet, more or less being N 2°30'05" W a distance of 2040.45 feet to the southerly line of land N/F Danielle Diederich;

The previous described portion of Pine Brook being along land N/F Laurie A. Ellis, land N/F Derek Christian Wilcox, land N/F Stephen & Letisha Trabakoulos, land N/F Philip Busque, land N/F John Colocccio, land N/F Elizabeth A. & James Schenking, land N/F Christopher & Nicole Daniels, land N/F Wayne W. Patterson & Bet Casler, land N/F Simon & Jennifer Spence, land N/F Kymberly F. Cianci & Shawn M. Reilly, in part by each;

Thence along said Diederich S 69°37'57" E a distance of 17.28 feet to a rebar, being the southwesterly corner of land N/F Jason M. & Maura K. Rakulis and the northwesterly corner of the herein described parcel;

Thence N 84°42'59" E a distance of 32.50 feet to a 20" Oak;

Thence N 75°27'29" E a distance of 37.50 feet to a point;

Thence N 70°27'29" E a distance of 31.50 feet to a point;

Thence N 49°27'29" E a distance of 20.50 feet to a point;

Thence N 84°27'29" E a distance of 49.00 feet to a rebar at the end of a stonewall;

Thence along said stonewall N 77°17'29" E a distance of 110.00 feet to a rebar;

Thence along said stonewall N 74°37'29" E a distance of 63.00 feet to a rebar;

Thence along said stonewall N 77°07'29" E a distance of 73.00 feet to a rebar;

Thence along said stonewall and a wire fence line N 74°42'29" E a distance of 96.50 feet to a rebar;

Thence along said wire fence line N 66°57'29" E a distance of 57.50 feet to a 20" Oak;

Thence along said wire fence line N 59°57'29" E a distance of 27.50 feet to a double 20" Oak;

Thence along said wire fence line N 77°22'29" E a distance of 104.50 feet to a rebar;

Thence along said wire fence line N 82°25'29" E a distance of 245.50 feet to a point;

Thence along said wire fence line N 71°57'29" E a distance of 40.00 feet to a point;

Thence along said wire fence line N 80°47'29" E a distance of 134.00 feet to an iron pipe at a fence corner, being the northwesterly corner of land N/F Paula J. & Annette Jervasi and the northeasterly corner of the herein described parcel;

The previous 15 courses and distances along said Bakoulis;

Thence along said wire fence line S 1°24'03" W a distance of 171.08 feet to a metal tee;

Thence along said wire fence line S 1°06'50" W a distance of 107.46 feet to a metal tee;

Thence along said wire fence line S 1°09'35" W a distance of 81.82 feet to an iron pipe;

Thence along said wire fence line S 0°56'53" W a distance of 70.04 feet to a metal tee;

Thence along said wire fence line S 0°54'25" W a distance of 144.09 feet to an iron pipe;

Thence along said wire fence line S 3°30'27" W a distance of 96.23 feet to a metal tee;

Thence along said wire fence line S 0°51'31" E a distance of 135.61 feet to an iron pipe;

Thence along said wire fence line S 4°43'10" W a distance of 65.81 feet to a metal tee;

Thence along said wire fence line S 0°18'43" E a distance of 188.60 feet to a metal tee;

Thence along said wire fence line S 1°42'55" W a distance of 132.19 feet to a point;

Thence along said wire fence line S 10°25'22" E a distance of 25.79 feet to a metal tee;

Thence along said wire fence line S 23°54'15" E a distance of 135.31 feet to a metal tee;

Thence along said wire fence line S 21°29'04" E a distance of 105.38 feet to an iron pipe;

Thence along said wire fence line S 24°50'31" E a distance of 59.19 feet to a metal tee;

Thence along said wire fence line S 23°36'26" E a distance of 144.55 feet to a square rod;

Thence along said wire fence line S 23°23'11" E a distance of 95.52 feet to a metal tee;

Thence along said wire fence line S 25°05'39" E a distance of 106.20 feet to an iron pipe;

Thence along said wire fence line S 24°24'53" E a distance of 302.18 feet to a pinch pipe at a wire fence intersection, being the northwesterly corner of land N/F Gerald & Robin Stickel;

The previous 18 courses and distances being along said Jervasi;

Thence along said wire fence line S 22°54'56" E a distance of 57.32 feet to an iron pipe;

Thence along said wire fence line S 27°59'57" E a distance of 159.36 feet to a rebar;

Thence along said wire fence line S 21°37'52" E a distance of 213.03 feet to a rebar;

The previous 3 courses and distances being along said Stickel;

Thence S 22°00'15" E a distance of 313.30 feet, along said wire fence line, along land N/F Madeline D. Downey, along land N/F Alvin E. Williams & Helene L. Soucy Williams, in part by each, to a rebar on the northerly street line of Middletown Road A.K.A. Route 16, said point being the southeasterly corner of the herein described parcel;

Thence S 56°00'55" W a distance of 199.23 feet to a Connecticut Highway Department Monument;

Thence S 55°59'59" W a distance of 612.49 feet to a Connecticut Highway department Monument;

Thence S 56°01'27" W a distance of 482.38 feet to the point and place of beginning.

The previous 3 courses being along the northerly street line of Middletown Road A.K.A. Route 16.

SAID PARCEL CONTAINS 3,274,599+/- FT.² - 75.174 ACRES

Said Property is subject to:

1. Possible rights of others in and to Cut Trails and Woods Roads as shown on said map.
2. Riparian rights of others in and to Pine Brook.

(on Town Letterhead)

Resolution of the City/Town of _____

I, _____, do hereby certify that I am the Clerk of the City/Town of _____, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at _____, that I am the keeper of the corporate records and seal and that the following is a true and correct copy of resolutions duly adopted and ratified at the Town/City Council Meeting on _____ in accordance with the governing document (constituent charter?) of the Town/City of _____ and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

Whereas, the Town/City of _____ has applied for and received a grant, for financial assistance under the Open Space and Watershed Land Acquisition Grant Program (OSWA), established and administered by the State of Connecticut Department of Energy and Environmental Protection (“DEEP”) pursuant to Section 7-131d of the Connecticut General Statutes.

Resolved, that CEO Name as CEO Title of the Town/City of _____ is hereby authorized to execute on behalf of the Town/City of _____ an Open Space and Watershed Land Acquisition Grant Agreement and a Conservation and Public Recreation Easement and Agreement for property known as _____ (OSWA# _____) with the DEEP, and to manage said land as open space land pursuant to Section 7-131d of the Connecticut General Statutes.

BE IT FURTHER KNOWN that CEO Name was appointed/elected(?) as CEO Title on _____, 20____, and his/her term of office began on _____, 20____ and will continue until _____, 20____. As the CEO Title, CEO Name serves as the Chief Executive Officer for the Town/City of _____ and is duly authorized to enter into agreements and contracts on behalf of the Town/City of _____.

Dated at _____, Connecticut this ____ of _____, 2021.

City Clerk Name
City Clerk

Municipal Seal
(if there is one)