

## **10.1 Implement your own Sustainability Action PURCHASE OF DEVELOPMENT RIGHTS TO FARM AND ORCHARD LAND**

### **Description of Innovative Sustainability Action**

The purchase of development rights to farm and orchard lands is typically transacted between the Town and owner of the farming land/operation. The Town of Glastonbury has preserved several agricultural sites over the years through the purchase of development rights. Recently, a unique opportunity was presented to preserve 55.6± acres of prime orchard land by working cooperatively with multiple property owners. This successful and creative process is described below.

### **Background Information**

The Matson Hill area in Glastonbury is the home to a number of long operating orchards, agricultural lands, and farm stands. These properties form a significant part of Glastonbury's history and business community. The orchards support local restaurants, retail food stores, and the general area through farm markets and "pick-your-own" opportunities.

Sandi Rose, the owner of Rose's Berry Farm, recently expressed interest in reducing the size of her business and transitioning to semi-retirement. This involved her proposed sale of 55.6± acres of well-established orchard lands. The loss of this farm/orchard land would present a significant change to Glastonbury and the Matson Hill neighborhood. The owners of the adjacent Belltown Hill Orchards (Don and Mike Preli) were interested in purchasing the 55.6± acres to add to their orchard operation, but unable to fund the estimated value of the fee interest. The Rose property had the potential to create a 30-40 lot residential subdivision.

### **Collaboration and Policy Alignment**

The scenario presented above provided the potential opportunity for The Town of Glastonbury to work through multiple property owners to preserve this important orchard land. Glastonbury's Town Manager worked with Sandi Rose and the Prelis to achieve the outcomes summarized below:

- Sandi Rose sold the development rights to 51.9 acres and fee interest in 3.7 acres to the Town of Glastonbury. This enabled Sandi Rose to achieve her goal of reducing the size of her orchard operation and move to semi-retirement.
- Don and Mike Preli were able to purchase the fee interest to the remaining value (after sale of development rights) to add 51.9 acres of orchard land to their existing Belltown Hill Orchard business. This helped achieve their goal of acquiring the Rose parcel and supporting their successful orchard and farming business. This was achieved at a cost commensurate with the continued success of their business.
- Town purchase of the fee interest in 3.7 acres of the Rose parcel provided for a pedestrian link with an adjacent Town owned open space thereby achieving the Town's ongoing goal to link open space parcels. This purchase also preserves an existing Christmas tree farm developed by the Roses. The Christmas tree farm will be operated by the Glastonbury High School Vocational Agriculture Program thereby sustaining this resource and supporting the VoAg Program.

### **Multi-Solving and Equity**

The preceding achieved a number of important goals and benefits:

- Preserves 55.6± acres of active orchard and farm lands.
- Supports ongoing operation and viability of Belltown Hill Orchards.
- Retains an active Christmas tree farm and supports Glastonbury Vocational Agricultural Program.

- Balances the financial investment of the Town of Glastonbury and Belltown Hill Orchards to achieve affordability for each.
- Sends positive message to local farm/orchard owners that the Town will work actively and creatively to preserve agricultural lands.
- Sustains and supports the agricultural business community in Glastonbury.

#### **Evidence of Action Implementation**

This transaction was completed on Friday, June 22, 2018. Please see the attached deeds to substantiate this action's execution.



INSTR # 2018004190  
VOL 3496 Pgs 26-28  
RECORDED 06/22/2018 01:44:32 PM  
JOYCE P. MASCENA  
TOWN CLERK GLASTONBURY CT

Return to:

**Shipman & Goodwin LLP**  
**One Constitution Plaza**  
**Hartford, CT 06103**  
**Attn: C. Rodzen**

**RIGHT OF FIRST OFFER**

The parties hereto wish to establish the right of the **Town of Glastonbury** (or "Grantee") to acquire the property presently owned by **Sandra J. Rose** (or "Grantor") contiguous with the land owned by the Grantee in the event that the Grantor determines that she intends to offer the property described in **Exhibit A**, or any portion thereof for sale, which property is commonly known as **297 Matson Hill Road**, Glastonbury, CT.

The parties do not wish to restrain the ability of Sandra J. Rose, or her heirs, successors or assigns to sell the remaining real property for a fair market value, provided the Town of Glastonbury has had a first opportunity to acquire the property for its fair market value.

In the event that Sandra J. Rose, her heirs, successors and assigns shall determine that the property described in Exhibit A shall be offered for sale, then before such intention is made known to any real estate broker or to the public, Sandra J. Rose, or her heirs, successors or assigns shall notify the Town of Glastonbury of the intention to offer the property for sale along with the fair market value, and shall provide the Town of Glastonbury the exclusive opportunity for a period of 120 days to make an offer to acquire the property. If no acceptable purchase and sale agreement is reached within the 120-day period between Sandra J. Rose and the Town of Glastonbury, then the exclusive right herein provided shall automatically expire and the owner shall be free to offer the property for sale through a broker or to the general public.

All notices and offers as contemplated herein shall be in writing delivered by one party to the other, either in person, or by mail at the following addresses: Sandra J. Rose, 297 Matson Hill Road, South Glastonbury, CT 06033 and Town of Glastonbury, Attention: Town Manager, 2155 Main Street, Glastonbury, CT 06033. All time periods shall commence from the date notice is delivered in person or mailed.

Time shall be of the essence in the performance of this Right of First Offer.

This Right of First Offer shall be binding upon the heirs, successors and assigns of the parties hereto.

Any modifications to this Right of First Offer shall be effective only if made in writing and signed by all parties hereto.

*[SIGNATURE PAGE TO FOLLOW]*



*Exhibit A*

**"PARCEL A"**  
**23.1768± ACRES**  
**PARCEL TO BE RETAINED**  
**BY SANDRA J. ROSE**

A certain tract or parcel of land located on the easterly street line of Matson Hill Road in the Town of Glastonbury, County of Hartford, and State of Connecticut, also being and shown as "PARCEL A" on a map entitled "PERIMETER SURVEY DEPICTING LAND OF SANDRA J. ROSE DEVELOPMENT RIGHTS "PARCEL B" & CONVEYANCE OF "PARCEL C" TO BE ACQUIRED BY THE TOWN OF GLASTONBURY 297 MATSON HILL ROAD, GLASTONBURY, CONNECTICUT SHEET 1 OF 2, SCALE: 1" = 100' DATE: 05/18 DAVID A. SIMLER, L.S." (the "Map") to be filed in the Glastonbury Town Clerk's Office, to which reference may be had.

Said "Parcel A" being more particularly bounded and described as follows:

Beginning at a point on the easterly street line of Matson Hill Road, said point being the northwesterly corner of the herein described parcel of land; thence proceeding N 80° 09' 54" E along land of John M., Jr. and Barbara O. Cinciva and remains of stone wall for a distance of 410.10 feet to an iron pipe; thence proceeding N 79° 18' 34" E along Lots 14, 13, 12, 11, 10, and 9 of the Robert F. Purtil Subdivision for a distance of 793.60 feet to an iron pipe; thence proceeding N 10° 41' 26" W along land of James D. Wheeler for a distance of 273.26 feet to a point; thence proceeding N 79° 18' 34" E along "Parcel C" as shown on the Map for a distance of 147.66 feet to a point; thence proceeding S 14° 44' 44" E along "Parcel B" as shown on the Map for a distance of 1178.57 feet to a point in centerline of stone wall; thence proceeding S 80° 54' 01" W along land of GCE LLC and along centerline of stone wall for a distance of 46.19 feet to a point; thence proceeding S 78° 54' 41" W along land of GCE LLC and along centerline of stone wall for a distance of 115.79 feet to a point; thence proceeding S 81° 20' 11" W along land of GCE LLC for a distance of 45.00 feet to a point; thence proceeding S 81° 20' 11" W along land of GCE LLC for a distance of 165.00 feet to a point; thence proceeding S 79° 20' 11" W along land of GCE LLC and along centerline of stone wall for a distance of 395.00 feet to a point; thence proceeding S 81° 03' 41" W along land of Mark Mistretta and Dawn Kinney and along centerline of stone wall for a distance of 22.88 feet to a point; thence proceeding N 35° 20' 17" W along land of Sandra J. Rose for a distance of 212.55 feet to a point; thence proceeding N 44° 01' 40" W along other land of Sandra J. Rose for a distance of 373.74 feet to a point; thence proceeding N 43° 37' 04" E along other land of Sandra J. Rose for a distance of 69.83 feet to a point; thence proceeding N 46° 22' 56" W along other land of Sandra J. Rose for a distance of 150.00 feet to a point; thence proceeding S 43° 37' 04" W along other land of Sandra J. Rose for a distance of 270.00 feet to a point in the easterly street line of Matson Hill Road; thence proceeding N 46° 22' 56" W along the easterly street line of Matson Hill Road for a distance of 47.00 feet to a point; thence proceeding along a curve to the right on the easterly street line of Matson Hill Road with a delta angle of 24° 24' 20", a radius of 450.00 feet and a length of arc of 191.68 feet to a point; thence proceeding N 21° 58' 36" W along the easterly street line of Matson Hill Road for a distance of 68.68 feet to a point; thence proceeding along a curve to the right on the easterly street line of Matson Hill Road with a delta angle of 39° 04' 33", a radius of 165.00 feet and a length of arc of 112.53 feet to a point; said point is the point of beginning.

The herein described parcel of land contains 23.1768 acres, more or less.



INSTR # 2018004184  
**VOL3495 Pgs 338-353**  
RECORDED 06/22/2018 01:44:32 PM  
JOYCE P. MASCENA  
TOWN CLERK GLASTONBURY CT  
NO CONVEYANCE TAX

Record and return to:  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103  
Attn. C. Rodzen

CONVEYANCE OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

THIS CONVEYANCE OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS (the "Agreement") is made as of this 22<sup>nd</sup> day of June, 2018, by and between **Sandra J. Rose**, with an address of 297 Matson Hill Road, Town of Glastonbury, Connecticut (the "Grantor") and the **Town of Glastonbury**, a municipal corporation with its territorial limits in the County of Hartford and State of Connecticut (the "Grantee").

WHEREAS, the Grantor is the owner in fee simple of those certain pieces or parcels of land, known as a portion of 297 Matson Hill Road, consisting of approximately 51.9613 acres with no improvements thereon, and is a portion of Parcel E0009F on Assessor's Map F12 in the Town of Glastonbury, County of Hartford and State of Connecticut (the "Property"), as more particularly described in Schedule A attached hereto and made a part hereof. Said map referenced in Schedule A is filed or is to be filed in the Office of the Town Clerk for the Town of Glastonbury; and

WHEREAS, simultaneously with the execution of this Agreement, the Grantor is conveying ownership of the Property to BHO Enterprises, LLC (the "Purchaser"); and

WHEREAS, the Grantor, the Purchaser and the Town want to ensure that the Property is used for orchard and agricultural purposes; and

WHEREAS, the Property could be subdivided in accordance with the Town's regulations and required approvals; and

WHEREAS, the Grantee is desirous of being granted the rights set forth in this Agreement in order to preserve and protect the natural beauty of the Town, to prevent the subdivision of the Property and in furtherance of the long range open-space and agricultural preservation planning goals of the Town; and

WHEREAS, the undeveloped land on the Property consists primarily of orchards, farmland and two watercourses, which are an active farm, thereby endowing them with scenic, agricultural, conservation and aesthetic value; and

WHEREAS, it is appropriate that the orchards and farm on the Property be preserved and conserved predominantly in its existing condition for the benefit of the community; and

WHEREAS, the Property has been historically dedicated to orchard and agricultural uses; and

WHEREAS, substantially all of the Property is currently being used for orchard and agricultural uses; and

WHEREAS, it is the intent of the parties that orchard and agricultural uses on the Property shall continue for as long as reasonably practical; and

WHEREAS, acceptance of this Agreement by the Grantee was approved at a Town Council Meeting held on May 22, 2018; and

WHEREAS, in accordance with Connecticut General Statutes Sections 47-42a through 47-42c, this Agreement is intended to conserve the agricultural, scenic and open character of the Property and provide for limited further development deemed compatible with such character.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to preserve and conserve the land on the Property in its

agricultural, scenic and open condition, the Grantor, its successors and assigns do hereby give, grant, bargain, sell and confirm, with WARRANTY COVENANTS, unto the Grantee, its successors and assigns forever, the Development Rights (as hereinafter defined) and declare and fix the following restrictions within the terms of Connecticut General Statutes Sections 47-42a through 47-42c, as amended, in, on, over, along and across the Property, which restrictions shall bind Grantor, its heirs, representatives, executors, administrators, successors and assigns and all subsequent owners of the Property.

1. Development Rights. The Development Rights shall mean the rights of the Grantor to develop, construct on, improve or otherwise use the Property, except as specifically authorized in this Agreement.

2. Reserved Rights. Subject to the terms and conditions set forth in this Agreement, the Grantor reserves for itself and its successors and assigns all other customary rights and privileges of ownership with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber portions or all of the Property. Included with these rights is the ability to use the Property for orchard and agricultural purposes. These rights reserved for orchard and agricultural purposes, include but are not limited to maintain, expand, and improve orchards and pastures through land clearing, mowing, tilling, seeding, removing, building and maintaining stone walls and fences, installing wells, installing and maintaining frost protection equipment, spreading lime and fertilizer and removing unwanted vegetation that interferes with farming. The Grantor may use tractors and other equipment customary to orchard and agricultural operations and in direct support of such operations, including, but not limited to, construction equipment, land clearing equipment, all-terrain vehicles, snowmobiles and farm transportation vehicles, on the Property. Nothing in this Agreement shall prevent Grantor from planting trees, shrubs, flowers or any other vegetation on the Property.

3. Rights in the Public. The Grantor grants to the Grantee certain rights for the benefit of the general public, including the right to view the Property, as seen from public roads and any other public areas as they exist on the date hereof or as they may exist in the future. Nothing



contained herein shall be construed as a grant to the general public of any right to enter upon or use any part of the Property.

4. Use Restrictions. The following use restrictions shall apply to the Property.

4.1 The Property shall not be used in any manner that would have a material adverse impact on its agricultural, orchard, scenic and open character. Any activity on or use of the Property inconsistent with the purpose of this Agreement is prohibited.

4.2 No residences shall be placed on the Property.

4.3 No buildings (except as permitted in this section), tennis or other recreational courts, athletic fields, camping accommodations, mobile homes, swimming pools, asphalt or concrete pavement (except for farm access roads), antenna, utility poles, towers, conduits, lines or other temporary or permanent structures or facilities on or above the premises shall be placed or erected upon the Property. Fences and pest protection equipment (such as netting) can be constructed for agricultural and orchard purposes. Buildings ancillary to or that directly support the orchard or agricultural use of the Property may be placed or constructed on the Property, with prior notice to the Grantee. Such buildings must be reasonably necessary to the orchard and/or agricultural operations on the Property. Such buildings cannot be used for brewing or distilling operations. At the time of application of a building permit for such a building, Grantor shall provide any information reasonably related to such placement or construction reasonably requested by Grantee, including why such building is necessary. Such permitted buildings must be built for and can only be used for the direct support of orchard and agricultural operations on the Property. No other uses of these buildings shall be permitted.

4.4 No signs, billboards or other such advertising materials or structures of any kind or nature will be placed or erected upon, below or above the Property; except that Grantor may place signs related to the use of the Property on the Property, which signs shall be subject to all applicable Town regulations, and may move, install, maintain and repair all irrigation systems.

4.5 The topography of the landscape of the Property shall be maintained in its present condition, and no topographic changes shall be made, except topographic changes permitted in Section 2 and those otherwise reasonably necessary for and in direct support of orchard and agricultural operations on the Property. There shall be no off-site sale or use of any materials resulting from the topographic changes listed in this Section. Topographic changes shall include, without exclusion, cutting of trees, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rocks, or minerals, alteration of natural or existing watercourses or drainage, or the construction and installation of roads, driveways or utilities.

4.6 There shall be no removal, destruction or cutting of trees, shrubs or plants, or disturbance or change in the natural habitat in the Property in any manner, except as permitted in Section 2 and those otherwise reasonably necessary for and in direct support of orchard and agricultural operations on the Property.

4.7 Application of herbicides, pesticides and fertilizers on the Property shall be made in conformance with Federal and State laws and in accordance with labels specifically approved for agricultural use. All herbicides, pesticides and fertilizers shall be applied in strict accordance with manufacturer recommendation and applicable Material Safety Data Sheet (MSDS). Integrated Pest Management (IPM) on the Property is also required and as such good agricultural care, best management practices and selection of least toxic controls shall be utilized on the Property. There shall be no use of devices commonly known as “bug zappers” on the Property. All restricted use applications of herbicides, pesticides and fertilizers, poisons or biocides on the Property shall be reported to the State of Connecticut as required by law, and Grantor shall simultaneously provide a copy of all such reports to the Grantee’s Town Manager.

4.8 There shall be no draining of wetlands located on the Property.

4.9 There shall be no pollution, depletion, extraction, manipulation or alteration of natural watercourses, wetlands, vernal pools or other water bodies; except that Grantor may alter and utilize natural water courses for irrigation purposes related to the orchard and agricultural

use of the Property. Grantor shall not permit any uses of or activities upon the Property that could be detrimental to water purity or to any vegetative, wildlife or hydrological function.

4.10 Except for the use of vehicles as permitted in Section 2 above, there shall be no operation of vehicles, snowmobiles, dune-buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of motorized vehicle upon the Property.

4.11 There shall be no dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, soil, junk or other unsightly or offensive materials, hazardous substances or toxic waste, nor any placement of underground storage tanks (except underground water cistern(s) for agricultural purposes) in, on or under the Property; except that Grantor may place leaves and other brush generated at the Property on other locations on the Property. In the event that such excluded materials are placed on the Property, the Grantor, upon notice from the Grantee, shall remove said materials within thirty (30) days of such notice.

4.12 There shall be no firing ranges placed or located on the Property.

4.13 Farming practices that maintain the land in good agricultural standing are to be followed on the Property. Examples include use of cover crops, maintaining grass cover on pasture and selective hunting needed to prevent damage and preserve agricultural resources.

4.14 Any construction or use, in addition to any restrictions described herein, is also subject to all applicable approvals required from the Glastonbury Plan and Zoning Commission, Glastonbury Conservation Commission, or any other federal, state or local agencies having jurisdiction over the Property. The Grantor shall not make any applications to any governmental authorities without getting the prior written consent of Grantee.

5. Land Use Restrictions. Grantor shall not initiate or affect any zoning, subdivision or land use changes to the Property. No division, subdivision or resubdivision of the Property shall be allowed unless the portion of Property remains subject to this Agreement.

6. Non-Waiver. The Grantee does not, by any prior failure to act, waive or forfeit the right to take action as may be necessary or required in order to ensure compliance with this Agreement.

7. Right to Prevent Activities. Grantee shall have the right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Agreement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

8. Inspection. Grantee shall have the right to inspect the Property in its entirety, at reasonable times with reasonable notice, except in an emergency, and in a reasonable manner, to ensure compliance with this Agreement. If Grantee intends to cross other lands retained by Grantor in order to access the Property, Grantee shall give Grantor reasonable prior notice of such crossing.

9. Remedies. This Agreement shall be deemed to be a “conservation restriction” as defined by Connecticut General Statutes Section 47-42a. The parties hereto agree that monetary damages would not be an adequate remedy for breach of any of these terms, conditions or restrictions; and therefore, in the event that the Grantor violates or breaches any of these terms, conditions or restrictions, the Grantee may, after notice to the Grantor, addressed to it at its last known post office address, institute a suit to enjoin such violation by ex parte, temporary or permanent injunction, and to require the restoration of the Property to the condition required under this Agreement. In addition to the remedies described above, Grantee shall also have available all other legal and equitable remedies to enforce all of Grantor's obligations hereunder. In the event of a successful enforcement of any of the obligations of Grantor under this Agreement, Grantee shall be entitled to recover from the Grantor the Grantee's costs and attorneys' fees in so enforcing such obligations. In any litigation between the parties regarding this Agreement, the losing party shall pay to the prevailing party all reasonable expenses and court costs including reasonable attorneys' fees incurred by the prevailing party.

10. Access. The conservation restrictions hereby conveyed do not grant to the Grantee, the public, or to any other person, any right to enter upon or use the Property, except that the Grantee, its representatives, designees, successors or assigns, shall have the right to enter the Property in accordance with Section 8.

11. Notices of Requests for Approval. The Grantor shall promptly give notice to the Grantee of all applications for permits, approvals and hearings, and all requests for alterations, improvements and other disturbances relating to the Property made to any governmental entity. Such notice shall be accompanied by a copy of such application or request.

12. Notices of Exercise of Retained Rights and Requests for Approval. The Grantor, prior to performing or permitting any activity which may impair the conservation interests associated with the Property, hereby agrees to submit to Grantee advance written notice of its intention to so act.

13. Taxes/ Ownership. The Grantor and Grantee hereby agree that the obligation to pay any real estate taxes or assessments levied by competent authorities on the Property, including any taxes or charges against this Agreement, and the obligation to maintain the Property, shall remain the responsibility of the Grantor, and not the responsibility of the Grantee. The Grantor shall assume all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

14. Savings. If any provision of this Agreement or the covenants and restrictions contained herein shall be held to be unenforceable by a court of competent jurisdiction, this instrument shall be construed as if such provision had not been included herein.

15. Interpretation. The terms of this Agreement shall not abrogate the Grantor's obligation to apply for and acquire any permits, approvals or licenses required by local, state, or federal law, ordinance or regulation.

16. Runs with the Land. The restrictions set forth in this Agreement shall run with the land in perpetuity so that the Property shall forever benefit from and be burdened by the provisions hereof and shall bind and be enforceable against the Grantor, its heirs, representatives, executors, administrators, successors and assigns, and any party entitled to possession or use of the Property or any portion thereof. Grantor agrees to incorporate by reference hereto the terms, conditions, restrictions, and purposes of this Agreement in any subsequent deed or other legal instrument by which it divests itself of either fee simple title to, or its possessory interest in, the Property or any portion thereof.

17. No Liability. The Grantee shall have no obligations relating to the Property. The Grantee shall not be responsible for injuries or damage to persons or property in connection with the Grantee's administration and/or enforcement of this grant or otherwise with respect to the condition of the Property.

18. Transfers by Grantee. The parties hereto recognize and agree that the benefits of this Agreement are in gross and assignable, and Grantee hereby covenants and agrees that in the event it transfers or assigns the restriction it holds under this Agreement, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as amended and superseded from time to time (the "Code") and the Treasury Regulations promulgated thereunder, and will be organized and operated primarily for one or more of the conservation purposes specified in Section 170(h)(4)(A)(i) through (iii) of the Code. Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes of this Agreement.

19. Extinguishment. The Grantor hereby agrees that this Agreement gives rise to a real property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that such right at the time of the conveyance bears to the fair market value of the Property as a whole at that time. The proportionate value of Grantee's property rights shall remain constant. If a change in conditions takes place which makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions

contained herein are extinguished by judicial proceeding, Grantee, upon a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds at least equal to the proportionate value of its right in the Property. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

20. Baseline Documentation. The condition of the Property at the time of this Agreement is documented by maps and photographs made available to Grantee and agreed by the Grantee and the Purchaser and agreed to be an accurate representation of the Property at the time of this Agreement. Such baseline documentation shall be kept on file at Grantee's offices with a copy provided to the Grantor.

21. No Density Transfer. The Property or any portion thereof shall not be included as part of the gross area of other property not subject to this Agreement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density.


22. Further Acts. Each party shall perform acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this grant.

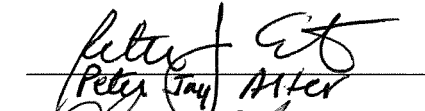
TO HAVE AND TO HOLD the above granted rights and restrictions unto the Grantee, its successors and assigns forever.

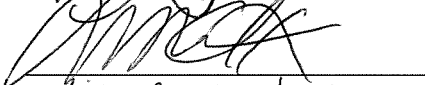
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

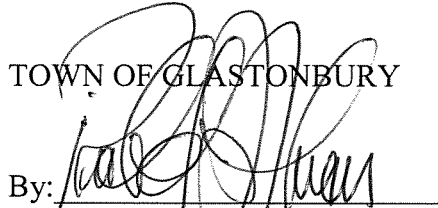
  
\_\_\_\_\_  
Sandra J. Rose

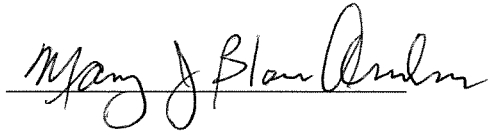
  
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Peter Jay Alter

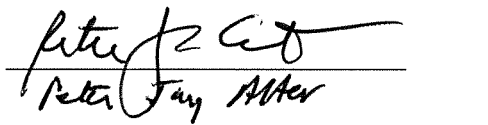
  
\_\_\_\_\_  
Lisa M. Crocker

GRANTEE:

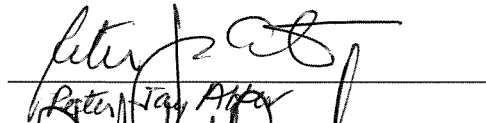
TOWN OF GLASTONBURY

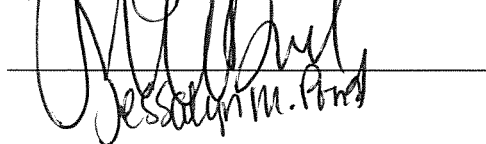
By:   
\_\_\_\_\_  
Richard J. Johnson  
Its: Town Manager

  
\_\_\_\_\_  
Mary J. Blau Arnold


  
\_\_\_\_\_  
Peter Jay Alter

ACKNOWLEDGED AND AGREED:

  
\_\_\_\_\_  
Peter Jay Alter

  
\_\_\_\_\_  
Jessica M. Pond

BHO ENTERPRISES, LLC

  
\_\_\_\_\_  
Donald F. Preli, Jr.  
Its: Manager



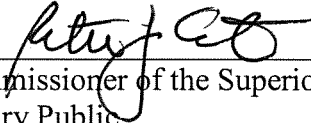
STATE OF CONNECTICUT )

) : ss. Glastonbury

June 22, 2018

COUNTY OF HARTFORD )

Personally appeared Sandra J. Rose, who executed the foregoing Instrument as her free act and deed before me.

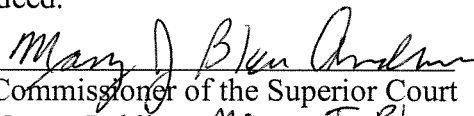
  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT )

) ss.: Glastonbury

COUNTY OF HARTFORD )

The foregoing instrument was acknowledged before me this 22nd day of June, 2018, by Richard J. Johnson, the Town Manager of the Town of Glastonbury, a municipal corporation, on behalf of the Town as his and its free act and deed.

  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public *Mary J Blain Andrews*  
My Commission Expires: \_\_\_\_\_

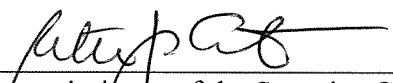
STATE OF CONNECTICUT:

: ss. Glastonbury

June 21, 2018

COUNTY OF HARTFORD :

Personally appeared DONALD F. PRELI, JR., who acknowledged himself to be manager of BHO ENTERPRISES, LLC, and he, as such manager, being authorized to do so, executed the foregoing Instrument as and for his free act and deed, and the free act and deed of said BHO ENTERPRISES, LLC, before me.

  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public *Peter Jay Alter*  
My Commission Expires: \_\_\_\_\_

SCHEDULE A TO CONVEYANCE OF DEVELOPMENT RIGHTS AND  
CONSERVATION RESTRICTIONS

(Description of Property)

A certain tract or parcel of land in the Town of Glastonbury, County of Hartford, and State of Connecticut, also being and shown as "PARCEL B" on a map entitled "PERIMETER SURVEY DEPICTING LAND OF SANDRA J. ROSE, DEVELOPMENT RIGHTS 'PARCEL B' & CONVEYANCE OF 'PARCEL C' TO BE ACQUIRED BY THE TOWN OF GLASTONBURY 297 MATSON HILL ROAD, GLASTONBURY, CONNECTICUT, SHEET 2 OF 2, SCALE: 1" = 100' DATE: 05/18 DAVID A. SIMLER, L.S." (the "Map") to be filed in the Glastonbury Town Clerk's Office, to which reference may be had.

Said "Parcel B" being more particularly bounded and described as follows:

Beginning at a point on the southerly property line of Sandra J. Rose an a point in the centerline of a stonewall, said point being the southwesterly corner of the herein described parcel of land; thence proceeding N 14° 44' 44" W along "Parcel A" as shown on the Map for a distance of 1178.57 feet to a point; thence proceeding N 79° 18' 34" E along "Parcel C" as shown on the Map for a distance of 28.23 feet to a point; thence proceeding N 10° 41' 26" W along "Parcel C" as shown on the Map for a distance of 152.05 feet to a point; thence proceeding N 80° 16' 43" E along "Parcel C" as shown on the Map for a distance of 849.22 feet to the centerline of Slab Gutt Brook; thence proceeding S 11° 28' 40" E along land of Paul J. Cavanna and Catherine T. Palmieri and Lillian P. Greenwood for a distance of 414.54 feet to a point; thence proceeding N 81° 19' 06" E along land of Catherine T. Palmieri and Lillian P. Greenwood and remains of wire for a distance of 620.70 feet to a stone pile; thence proceeding N 79° 27' 26" E along land of Catherine T. Palmieri and Lillian P. Greenwood and along centerline of stone wall for a distance of 1036.37 feet to a point; thence proceeding N 79° 56' 00" E along land of Catherine T. Palmieri and Lillian P. Greenwood and along centerline of stone wall for a distance of 123.21 feet to an iron rebar; thence proceeding S 10° 55' 00" E along land of Catherine T. Palmieri and Lillian P. Greenwood for a distance of 138.50 feet to an iron rebar; thence proceeding S 05° 18' 00" E along land of Jonathan G. and Cindy H. Sanders for a distance of 503.92 feet to a point; thence proceeding S 79° 10' 15" W along land of Juan Villamizar and trees with wire for a distance of 182.36 feet to a point; thence proceeding S 80° 05' 45" W of Juan Villamizar for a distance of 236.40 feet to a point; thence proceeding S 87° 23' 30" W along land of Juan Villamizar and centerline of stone wall for a distance of 46.00 feet to a point; thence proceeding S 79° 56' 20" W along land of Juan Villamizar for a distance of 409.00 feet to an iron rebar at the centerline end of stone wall; thence proceeding S 78° 59' 40" W along land of Juan Villamizar and along centerline of stone wall for a distance of 334.00 feet to a point; thence proceeding S 88° 32' 30" W along land of Juan Villamizar and along centerline of stone wall for a distance of 21.35 feet to a point; thence proceeding S 79° 13' 47" W along land of BHO Enterprises LLC for a distance of 380.17 feet to a point; thence proceeding S 10° 46' 13" E along land of BHO Enterprises LLC for a distance of 234.32 feet to a point in centerline of stone wall; thence proceeding S 78° 52' 43" W along land of BHO Enterprises LLC and along centerline of stone wall for a distance of 241.43 feet; thence proceeding S 73° 11' 44" W along land of BHO Enterprises LLC and along centerline of stone wall for a distance of 101.99 feet to an iron rebar; thence proceeding S 77° 06' 03" W along land of BHO Enterprises LLC and along centerline of stonewall for a distance of 155.63 feet to a point; thence proceeding S 81° 03' 06" W along land of BHO Enterprises LLC and along centerline of stone wall for a distance of 105.56 feet to a point; thence proceeding S 75° 06' 32" W along land of BHO Enterprises LLC

and along centerline of stone wall for a distance of 67.21 feet to a concrete monument; thence proceeding S 80° 54' 01" W along land of GCE LLC and along centerline of stone wall for a distance of 253.81 feet to a point; said point is the point of beginning.

The herein described parcel of land contains 51.9645 acres, more or less.

**SCHEDULE A - ENCUMBRANCES**

1. Real Estate Taxes to the Town of Glastonbury on the List of October 1, 2017 and thereafter.
2. Easement in favor of the Algonquin Gas Transmission dated June 1, 1951 and recorded June 4, 1951 in Volume 1, Page 528 of the Glastonbury Land Records.
3. Easement in favor of the Algonquin Gas Transmission dated June 4, 1951 and recorded June 4, 1951 in Volume 1, Page 529 of the Glastonbury Land Records as the same may have been modified by instrument dated June 3, 1954 and recorded August 30, 1954 in Volume 92, Page 429 of the Glastonbury Land Records.
4. Special Permit recorded in Volume 340, Page 341 of the Glastonbury Land Records.
5. Special Permit recorded in Volume 426, Page 293 of the Glastonbury Land Records.



INSTR # 2018004187  
VOL 3496 Pgs 11-16  
RECORDED 11/22/2018 01:44:32 PM  
TOWN CLERK GLASTONBURY CT  
NO CONVEYANCE TAX

Record and Return to:

Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103  
Attn: C. Rodzen


**EXECUTRIX'S DEED**

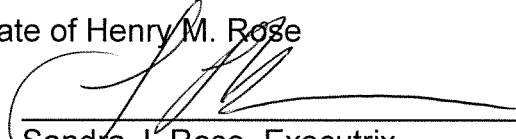
TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETING:  
KNOW YE, that **SANDRA J. ROSE**, duly qualified and authorized EXECUTRIX OF THE ESTATE OF HENRY M. ROSE, late of the Town of Glastonbury, County of Hartford and State of Connecticut (hereinafter referred to as "Grantor"), for valuable consideration received to its full satisfaction of the **TOWN OF GLASTONBURY**, a Connecticut municipal corporation, (hereinafter referred to as "Grantee") does give, grant, bargain, sell and confirm unto the said Grantee and its successors and assigns forever, with EXECUTRIX'S COVENANTS:


All of that certain piece or parcel of land located in the Town of Glastonbury, County of Hartford, and State of Connecticut and being more particularly described in Schedule A attached hereto and made a part hereof, together with all easements, rights of way and other appurtenances relating thereto (collectively, "the Premises") and subject to the encumbrances as listed in Schedule A.

IN WITNESS WHEREOF, Grantor has caused this deed to be duly executed on this 21<sup>st</sup> day of June, 2018.

Signed, sealed and delivered in the presence of:


  
Name: Peter Jay Alter

Estate of Henry M. Rose  
By:   
Sandra J. Rose, Executrix  
Duly authorized

  
Name: Lisa Crocker

STATE OF CONNECTICUT     )  
  )  
COUNTY OF HARTFORD     )     SS.   Glastonbury     June 21, 2018

Personally appeared Sandra J. Rose, Executrix of the Estate of Henry M. Rose signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, as duly authorized Executrix of said Estate, before me.

  
Name: Peter Jay Alter  
Commissioner of the Superior Court

**SCHEDULE A**

**LEGAL DESCRIPTION OF PREMISES AND ENCUMBRANCES**



## SCHEDULE A, PROPERTY DESCRIPTION

A certain piece or parcel of land situated in the Town of Glastonbury, County of Hartford and State of Connecticut.

Said tract of land is described as **Parcel "C"** on a map entitled, "**DEPENDENT RESURVEY OF LAND TO BE CONVEYED TO HENRY M. ROSE BY TOWN OF GLASTONBURY AT 68 MATSON HILL RD GLASTONBURY, CONNECTICUT DRAWN BY: S.R. 8-7-2008 CHECKED BY: R.W.S. 8-8-2008 APPROVED BY: R.W.S. 8-8-2008 GRAPHIC SCALE 1 INCH = 20 FT**", which map is on file in the Glastonbury Town Clerk's Office and to which reference may be had for a more particular description thereof. Said parcel is more particularly bounded and described as follows:

Beginning at a point marked by an I.P. in the southerly line of land now or formerly of Paul J. Cavanna and the northeast corner of the herein conveyed parcel; thence proceeding S 41° 50' 20" W along other land of Henry M. Rose a distance of 85.00 feet to an I.P.; thence proceeding S 84° 37' 40" W along other land of Henry M. Rose a distance of 104.10 feet to an I.P.; thence proceeding N 24° 30' 02" E 176.21 feet along other land of the Town of Glastonbury to the point or place of beginning.

The parcel herein conveyed, as shown on the aforementioned map, contains an area of 3005.29 S.F.

## Schedule A - Encumbrances

1. Riparian rights of others in and to Roaring Brook, so-called.
2. Right of way reserved by the Wasuc Mills Company in a Warranty Deed to the Glastonbury Power Company dated October 30, 1906 and recorded in Volume 47 at Page 594 of the Glastonbury Land Records.
3. Agreement between the Glastonbury Power Company and The Wasuc Mills Company dated October 30, 1906 and recorded in Volume 49 at Page 325 of the Glastonbury Land Records.
4. Agreement between Frank D. Glazier and the Glastonbury Power Co. dated October 7, 1909 and recorded in Volume 49 at Page 580 of the Glastonbury Land Records.
5. Right of way and easements from the Glazier Manufacturing Company to the East Hartford Fire District dated November 25, 1919 and recorded in Volume 55 at Page 345 of the Glastonbury Land Records.
6. Easement from The Federal National Bank of Boston, Trustee of The Glastonbury Power Company to East Hartford Fire District dated August 14, 1923 and recorded in Volume 59 at Page 57 of the Glastonbury Land Records.
7. Grant of water rights from The Federal National Bank of Boston, Trustee of The Glastonbury Power Company to the South Manchester Water Company dated February 23, 1924 and recorded in Volume 59 at Page 192 of the Glastonbury Land Records.
8. Grant of water rights from Glazier Manufacturing Company to the South Manchester Water Company dated March 7, 1923 and recorded in Volume 59 at Page 222 of the Glastonbury Land Records.
9. Spring and pipe rights reserved by Glazier Manufacturing Company in a Warranty Deed to the Brookside Woolen Company dated November 24, 1933 and recorded in Volume 66 at Page 304 of the Glastonbury Land Records.
10. Sanitary sewer caveat by The Glastonbury Sewer Commission dated June 11, 1973 and recorded in Volume 195 at Page 114 of the Glastonbury Land Records.
11. Intentionally deleted.
12. Conditions of a Special Permit granted by the Glastonbury Conservation Commission dated October 14, 1982 and recorded in Volume 265 at Page 1176 of the Glastonbury Land Records.
13. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated February 1, 1983 and recorded in Volume 268 at Page 1227 of the Glastonbury Land Records.
14. Conditions of a Special Permit granted by the Glastonbury Conservation Commission dated April 28, 1983 and recorded in Volume 271 at Page 671 of the Glastonbury Land Records.

15. Conditions of Flood Zone Permit granted by the Glastonbury Town Plan and Zoning Commission dated May 3, 1983 and recorded in Volume 272 at Page 677 of the Glastonbury Land Records.
16. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated May 3, 1983 and recorded in Volume 272 at Page 897 of the Glastonbury Land Records.
17. Conditions of a Special Permit granted by the Glastonbury Conservation Commission dated July 14, 1983 and recorded in Volume 275 at Page 573 of the Glastonbury Land Records.
18. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated July 19, 1983 and recorded in Volume 275 at Page 1121 of the Glastonbury Land Records.
19. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated August 7, 1984 and recorded in Volume 289 at Page 729 of the Glastonbury Land Records.
20. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated September 17, 1984 and recorded in Volume 291 at Page 291 of the Glastonbury Land Records.
21. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated November 27, 1984 and recorded in Volume 294 at Page 273 of the Glastonbury Land Records.
22. Conditions of a Special Exception granted by the Glastonbury Zoning Board of Appeals dated December 11, 1984 and recorded in Volume 294 at Page 1112 of the Glastonbury Land Records.
23. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated March 19, 1985 and recorded in Volume 298 at Page 644 of the Glastonbury Land Records.
24. Conditions of a Special Permit granted by the Glastonbury Town Plan and Zoning Commission dated October 6, 1987 and recorded in Volume 375 at Page 348 of the Glastonbury Land Records.
25. Conditions of Special Exception granted by the Glastonbury Board of Appeals dated October 3, 1990 and recorded in Volume 585 at Page 35 of the Glastonbury Land Records.
26. Notes appearing on Maps Nos. 3951, 3962, 3970, 4150, 4212, 5246 and 7916 on file in the Glastonbury Town Clerk's Office.
27. Variances between fences and various property lines as shown on a certain map entitled, "DEPENDENT RESURVEY OF LAND TO BE CONVEYED to the TOWN OF GLASTONBURY by LIVING WATER FALLS LLC located at 44 & 68 MATSON HILL ROAD GLASTONBURY, CONNECTICUT SHEET NO. 1 OF 1 DRAWN BY: C.F.S. 12/4/2007 CHECKED BY: R.S.E. 12/4/2007 APPROVED BY: R.W.S. 12/4/2007 GRAPHIC SCALE 1 inch= 60 ft. ROBERT W. SHIRSHAC L.S. 12884".



INSTR # 2018004188  
VOL3496 Pgs 17-21  
RECORDED 06/22/2018 01:44:32 PM  
JOYCE P. MASCENA  
TOWN CLERK GLASTONBURY CT  
NO CONVEYANCE TAX

Record and Return to:  
Shipman & Goodwin  
One Constitution Plaza  
Hartford, Connecticut 06103  
Attn: C. Rodzen

**Warranty Deed**

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETING:  
KNOW YE, that **SANDRA J. ROSE**, of the Town of Glastonbury, County of Hartford and State of Connecticut (hereinafter referred to as "Grantor"), for valuable consideration received to its full satisfaction of **THE TOWN OF GLASTONBURY**, a municipal corporation, located in Glastonbury Connecticut (hereinafter referred to as "Grantee") does give, grant, bargain, sell and confirm unto the said Grantee and its successors and assigns forever:

All of that certain piece or parcel of land located in the Town of Glastonbury, County of Hartford, and State of Connecticut and being more particularly described in Schedule A attached hereto and made a part hereof, together with all easements, rights of way and other appurtenances relating thereto (collectively, "the Premises") and subject to the encumbrances as listed in Schedule A.

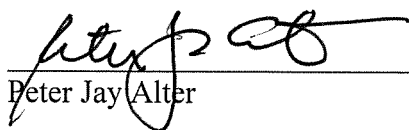
TO HAVE AND TO HOLD the above granted and bargained Premises with the appurtenances thereof, unto it the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

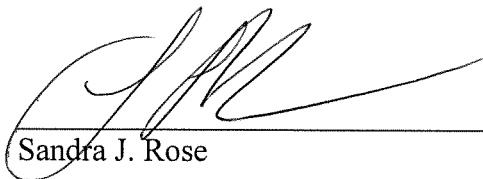
AND, ALSO, the said Grantor, does for herself, her heirs, successors and assigns, covenant with the said Grantee, its successors and assigns, that: (i) she is lawfully seized in fee simple of the Premises; (ii) that the same is free from all encumbrances except as herein set forth; (iii) she has good right to bargain and sell the Premises in manner and form as is above written.


AND FURTHER, the said Grantor does for herself and her heirs, successors and assigns, hereby covenant forever to WARRANT and DEFEND the above granted and bargained premises to the Grantee, its successors and assigns, against the claims and demands of all persons.

IN WITNESS WHEREOF, Grantor has caused this deed to be duly executed on this 21<sup>st</sup> day of June, 2018.

Signed, sealed and delivered  
in the presence of:

  
Peter Jay Alter

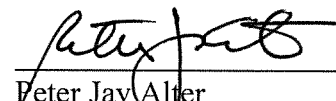
  
Sandra J. Rose

  
Lisa Crocker

STATE OF CONNECTICUT        )  
  ) ss. Glastonbury  
COUNTY OF HARTFORD        )

June 21, 2018

Personally appeared Sandra J. Rose signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

  
Peter Jay Alter  
Commissioner of the Superior Court

**SCHEDULE A**

**LEGAL DESCRIPTION OF PREMISES AND ENCUMBRANCES**

"Parcel C"  
3.6782 acres  
To Be Acquired by The Town of Glastonbury  
Glastonbury, CT

A certain tract or parcel of land, located Easterly of the temporary turnaround of Blueberry Lane in the Town of Glastonbury, County of Hartford and State of Connecticut, also being and shown as, "PARCEL C" on a map entitled "PERIMETER SURVEY DEPICTING LAND OF SANDRA J. ROSE DEVELOPMENT RIGHTS "PARCEL B" & CONVEYANCE OF "PARCEL C" TO BE ACQUIRED BY THE TOWN OF GLASTONBURY 297 MATSON HILL ROAD, GLASTONBURY, CONNECTICUT, SHEET 2 OF 2, SCALE: 1"=100 FT., DATE: 05/18, DAVID A. SIMLER L.S." (the "Map") to be filed in the Glastonbury Town Clerk's Office, to which reference may be had.

Said "Parcel C" being more particularly bounded and described as follows:

Beginning at an iron pipe on the Southerly street line of Blueberry Lane, said iron pipe being the Northwesterly corner of the herein described parcel of land; thence; proceeding N 79°-18'-34" E along land of the Town of Glastonbury for a distance of 145.89 feet to a point; thence; proceeding N 10°-41'-26" W along land of the Town of Glastonbury and Timothy A. & Jennifer D. Cormier for a distance of 328.77 feet to a point; thence; proceeding S 66°-09'-36" E along land of the Town of Glastonbury A/K/A Slocomb Open Space Parcel for a distance of 90.95 feet to an iron rebar; thence; proceeding N 65°-29'-58" E along land of the Town of Glastonbury A/K/A Slocomb Open Space Parcel for a distance of 176.21 feet to an iron rebar; thence; proceeding N 76°-36'-19" E along land of Paul J. Cavanna for a distance of 277.48 feet to a point; thence; proceeding S 76°-18'-50" E along land of Paul J. Cavanna for a distance of 151.64 feet to a 18" Oak tree with wire; thence; proceeding S 80°-46'-08" E along land of Paul J. Cavanna for a distance of 79.50 feet to a 20" Oak tree with wire; thence; proceeding N 89°-19'-41" E along land of Paul J. Cavanna and along remains of wire on ground for a distance of 143.77 feet to a point; thence; proceeding S 11°-28'-40" E along land of Paul J. Cavanna for a distance of 105.00 feet to a point in the centerline of Slab Gutt Brook; thence; proceeding S 80°-16'-43" W along "Parcel B" as shown on the Map for a distance of 849.22 feet to a point; thence; proceeding S 10°-41'-26" E along "Parcel B" as shown on the Map for a distance of 152.05 feet to a point; thence; proceeding S 79°-18'-34" W along Parcel A as shown on the Map for a distance of 175.89 feet to a point; thence; proceeding N 10°-41'-26" W along land of James D. Wheeler for a distance of 25.00 feet to an iron pipe; said iron pipe is the point of beginning.

The herein described parcel of land contains 3.6782 acres, more or less.

Excepting therefrom that certain piece or parcel of land shown on the map as "Parcel Conveyed to Henry M. Rose From the Town of Glastonbury (Ref. T.O.G. Map # 7916 – Deed Vol. 2596/ Pg. 77)."

**SCHEDULE A - ENCUMBRANCES**

1. Real Estate Taxes to the Town of Glastonbury on the List of October 1, 2017 and thereafter.
2. Easement in favor of the Algonquin Gas Transmission dated June 1, 1951 and recorded June 4, 1951 in Volume 1, Page 528 of the Glastonbury Land Records.
3. Easement in favor of the Algonquin Gas Transmission dated June 4, 1951 and recorded June 4, 1951 in Volume 1, Page 529 of the Glastonbury Land Records as the same may have been modified by instrument dated June 3, 1954 and recorded August 30, 1954 in Volume 92, Page 429 of the Glastonbury Land Records.
4. Special Permit recorded in Volume 340, Page 341 of the Glastonbury Land Records.
5. Special Permit recorded in Volume 426, Page 293 of the Glastonbury Land Records.