

95 Cody Circle
South Windsor, CT 06074
June 13, 2023

Planning and Zoning Commission
Town of South Windsor
Town Hall
1540 Sullivan Avenue
South Windsor, CT 06074
Public Hearing Application 23-11P

Dear commissioners,

Application 23-11P was received by the Planning and Zoning Commission for a self-named "Industrial Flex Development" on March 14, 2023. I have included a copy of the legal notices for the IWACC public hearing for Application 23-11P where the community was informed of a proposed development at 75 Connecticut Ave of "cold storage units". Also included is the legal notice for the IWACC approval of the same Application 23-11P, but this time it, the public was notified of approved "self-storage units". Either way, the underlying IWACC approval is for storage, which aligns directly with the permitted use of a warehouse, as confirmed by the New Illustrated Book of Development Definitions per Zoning regulation 10.2.B. Though the same development, the storage terminology has been wiped from the Planning and Zoning Commission's public hearing legal notice and only "flex space" is included.

This application allows the proposed building and its units to be utilized for a variety of permitted uses to include warehousing, hence the definition of "flex". However, there is a moratorium in place to receive applications for developments with a warehouse use, regardless of the size until August 22, 2023. Besides being not representative of the development's potential use, moving forward with the application would make the IWACC legal notices misleading at best and its approval in conflict to the Planning and Zoning regardless of your decision. This application must be returned to applicant without action and resubmitted when the commission is accepting applications for development that may be used as warehouses.

Respectfully,



Richard Delhaie Jr.

RECEIVED
MAR 30 2023
E 9:20am
By Kara Stankal Asst

TO BE PUBLISHED IN THE JOURNAL INQUIRER

SATURDAY, April 8, 2023 AND SATURDAY, April 15, 2023

SOUTH WINDSOR – INLAND WETLANDS AGENCY/CONSERVATION COMMISSION

Notice is hereby given that there will be a public hearing on Wednesday, April 19, 2023, in the Madden Room of the South Windsor Town Hall at 7:00 p.m. to consider the following:

Appl. 23-11P, Industrial Flex Space, 75 Connecticut Ave. – - IWA/CC wetland map amendment, and application for an Industrial Incubator facility and Cold Storage Units, parking, stormwater management and associated utilities, on property located easterly of Connecticut Ave. and westerly of Judy Lane. Industrial (I) zone.

Copies of the application are on file in the office of the Town Clerk and/or the Planning Department. At this hearing, interested persons may appear and be heard, and written comments by the public will be received.

Barbara Kelly, Chairman
Inland Wetlands Agency/Conservation Commission

TO BE PUBLISHED IN THE JOURNAL INQUIRER

LEGAL NOTICE

SATURDAY MAY 20, 2023

RECEIVED
MAY 18 2023
@11:55am
KAC Stachel

SOUTH WINDSOR – INLAND WETLANDS AGENCY/CONSERVATION COMMISSION

At the May 17, 2023 Regular Meeting, the Commission voted to take the following actions:

Approved with conditions, **Appl. 23-11P** – Industrial Flex Space –75 Connecticut Ave. – IWA/Conservation Commission application for an Industrial Incubator facility and Self-Storage Units, parking, stormwater management and associated utilities, on property located easterly of Connecticut Ave. and westerly of Judy Lane. Industrial (I) zone.

Barbara Kelly, Chairperson

RECEIVED MAY 24 2023

11:30 am
[Handwritten signature]

**TO BE PUBLISHED IN THE JOURNAL INQUIRER
THURSDAY, JUNE 1, 2023 and THURSDAY, JUNE 8, 2023
SOUTH WINDSOR PLANNING & ZONING COMMISSION**

Notice is hereby given that there will be a Public Hearing on Tuesday, June 13, 2023 at 7:00 PM in the Council Chambers of the South Windsor Town Hall to consider the following:

1. Appl 23-15P, O'Evergreen LLC – request for a zoning text amendment to Sections 4.2.2, 4.2.5 and 10.3 to modify Sec 10 Definition of Drive-through Facility and add Definition of Drive-up Facility and Fast Casual Restaurant; modify several criteria in Sec. 4.2.5 for such uses in the Buckland Gateway Development zone (cont from 5-23-23)
2. Appl 23-16P, Ivanov Text Amendment – request for a zoning text amendment to add a definition for short term rentals and define criteria for such rentals in all residential zones (cont from 5-23-23)
3. Appl. 23-11P Industrial Flex Space – request for site plan approval for 39,850 sf of “flex” space contained within in multiple buildings, on property located at 75 Connecticut Avenue, I zone.

Copies of the application are on file in the office of the Town Clerk or/and Planning Department, and online at <https://www.southwindsor-ct.gov/planning-department/pages/planning-and-zoning-commission-applications>. At this hearing, interested persons may be heard and written comments by the public will be received by mail or email. Persons who may require an accommodation can contact staff Monday – Friday, 8:00 a.m. to 4:30 p.m. at (860) 644-2511, ext. 2329.

Bart Pacekonis, Chairman
PLANNING & ZONING COMMISSION


ARTICLE 10 DEFINITIONS

Section 10.1 General Interpretation

For the purpose of these regulations, the following terms, phrases, words, and their derivations shall have the meaning given therein. When not inconsistent with the content, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Section 10.2 Interpretation of Other Terms

Doubt as to the precise meaning of other words and terms shall be determined by the Commission after reference to the following as they may be amended from time to time:

- A. The Connecticut General Statutes
- B. New Illustrated Book of Development Definitions (Center for Urban Policy Research) 
- C. Webster's Third New International Dictionary
- D. Black's Law Dictionary

Section 10.3 Definitions

For the purpose of these regulations, certain words and terms are defined and explained as follows:

A-2 Survey: A survey (or map) prepared pursuant to the Regulations of Connecticut State Agencies Section 20-30b-1 through 20-33b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as prepared and adopted by the Connecticut Association of Land Surveyors, Inc., September 26, 1996, as may be amended from time to time.

Accessory Apartment: A second dwelling unit within a single-family detached dwelling, subordinate to the primary dwelling (excluding multifamily units, group homes), equipped with its own kitchen, bath and bedroom(s).

Accessory Use: A subordinate use that is incidental to, and customary in connection with, the main building or use and that is located on the same lot with such main building or use.

Acreage, Developed: Any man-made change or improvements to real estate, including, but not limited to, buildings or other structures, filling, excavating, grading, paving, landscaping, and any buffers or natural areas related thereto, which are an integral part of the site's development, but excluding any natural and/or undisturbed areas which are not considered as part of the site development.

Acreage, Net Buildable: That area of a lot that is used for calculation of allowable maximum density or coverage by structures and other impervious surfaces. Such area shall not include wetlands and regulated watercourses, slopes over 15%, utility easements, detention areas, rights of way, and flood plain zones. Net buildable acreage shall not include areas that would otherwise qualify when such areas are inaccessible due to the existence of natural resource constraints and are shown on the proposed site plan as not being developed.

Affordable Housing: Dwelling units, either new or previously occupied, that are offered for sale at a price that meets the guidelines established by the South Windsor Housing Authority and Section 2 of Public Act 88-13.

New
**The Illustrated
Book of
DEVELOPMENT
DEFINITIONS**

**By HARVEY S. MOSKOWITZ
and
CARL G. LINDBLOOM**

Comment: The terms waiver and exceptions are often used interchangeably. In fact, waiver refers to the submission of required documents while exceptions are for relief of design standards in the ordinance.

An applicant may request a waiver of the requirement to submit an environmental impact statement for a small, isolated lot and request an exception to the sidewalk requirement if there are no sidewalks on either side of the lot. The waiver would be granted by the approving agency and would be based on whether the documents for which the waiver is requested have any relevance to the application or are needed in order to make a decision on the application.

Cox (1991) notes that a request for a waiver requires the agency to make findings and conclusions in order to "permit proper judicial review."

WALK-UP

An apartment building of more than two stories that is not equipped with an elevator.

WALK-UP ESTABLISHMENT

An establishment that by design of its physical facilities, service, or packaging encourages or permits pedestrians to receive a service or obtain a product without entering the establishment.

WALL

(1) The vertical exterior surface of a building; (2) vertical interior surfaces that divide a building's space into rooms.

WAREHOUSE

A building used primarily for the storage of goods and materials.

Comment: Warehouses may be for long-term or short-term storage. Short-term storage facilities for a specific commercial establishment are called distribution centers.

WAREHOUSE OUTLET

See RETAIL WAREHOUSE OUTLET.

WAREHOUSING, PRIVATE

A building used primarily for the storage of goods and materials by the owner of the goods or operated for a specific commercial establishment or group of establishments in a particular industrial or economic field.

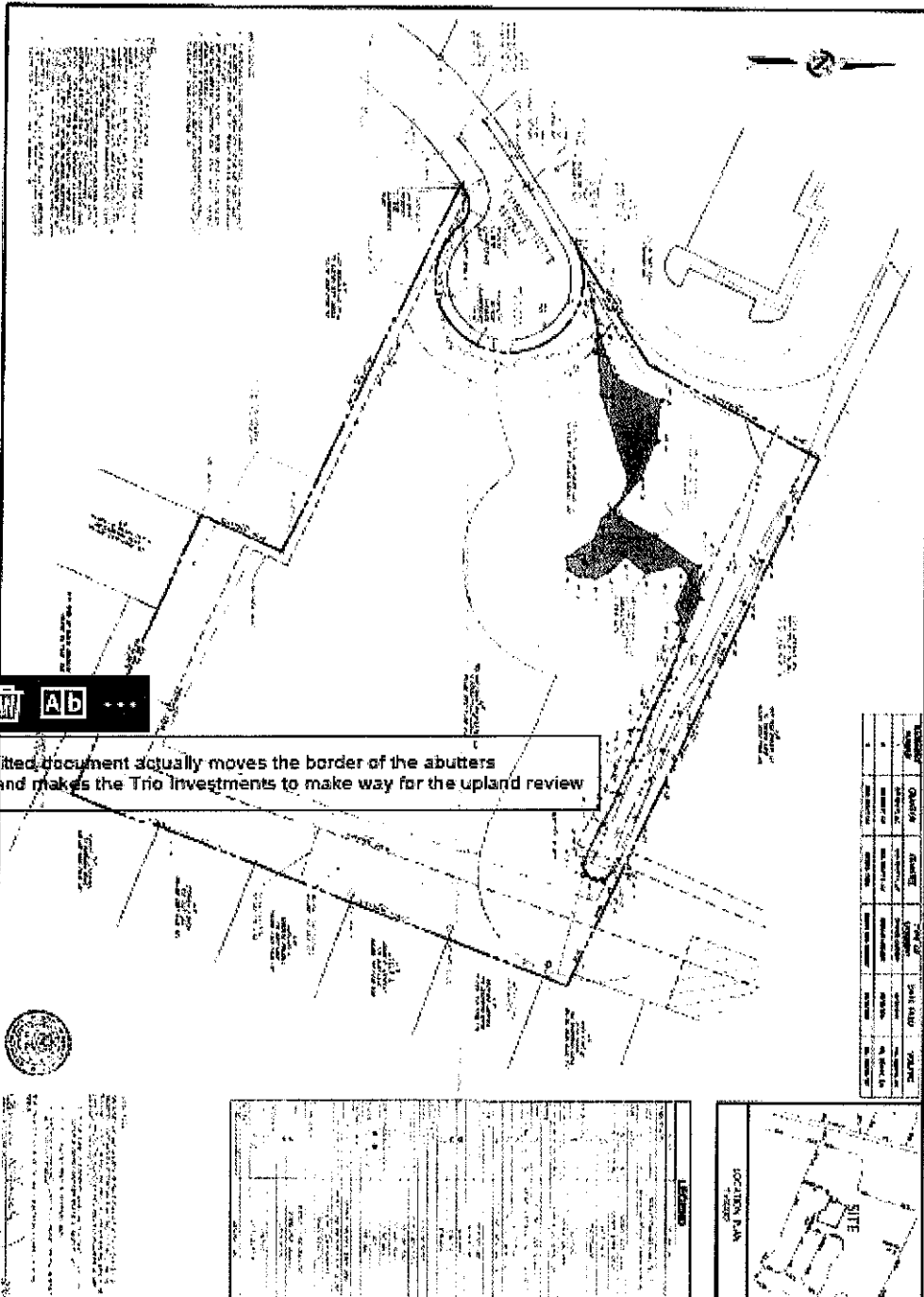
WAREHOUSING, PUBLIC

A building used primarily for the storage of goods and materials and available to the general public for a fee.

Comment: Public warehouses may include bulk ware-

Estimate

Submitted Wetlands Re-Delineation Map



A A Ab ...

This submitted document actually moves the border of the abutters properties and makes the Trio Investments to make way for the upland review

NO.	DATE	DESCRIPTION	BY
1	11/15/11	PREPARED BY	...
2	11/15/11	REVISIONS	...
3	11/15/11	REVISIONS	...
4	11/15/11	REVISIONS	...
5	11/15/11	REVISIONS	...

WETLANDS RE-DELINEATION MAP

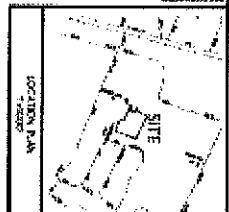
NO. 11/15/11

DATE

DESCRIPTION

BY

NO.	DATE	DESCRIPTION	BY
1	11/15/11	PREPARED BY	...
2	11/15/11	REVISIONS	...
3	11/15/11	REVISIONS	...
4	11/15/11	REVISIONS	...
5	11/15/11	REVISIONS	...

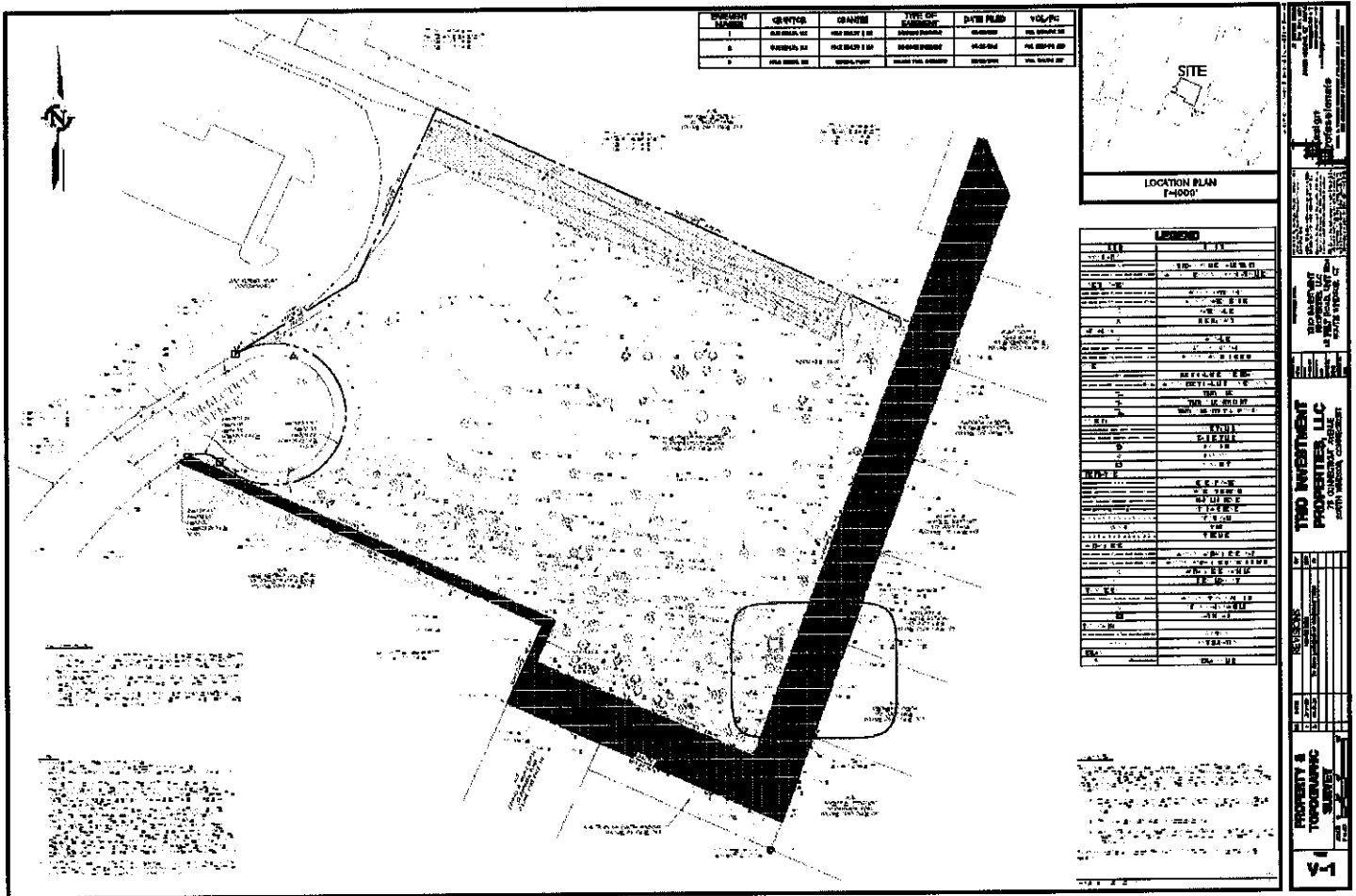


<p>WETLANDS RE-DELINEATION MAP</p> <p>NO. 11/15/11</p> <p>DATE</p> <p>DESCRIPTION</p> <p>BY</p>	<p>TRIO INVESTMENT PROPERTIES, LLC</p> <p>15 KING STREET</p> <p>ROSELAND, NJ 07068</p>	<p>Design Professionals</p> <p>15 KING STREET</p> <p>ROSELAND, NJ 07068</p>
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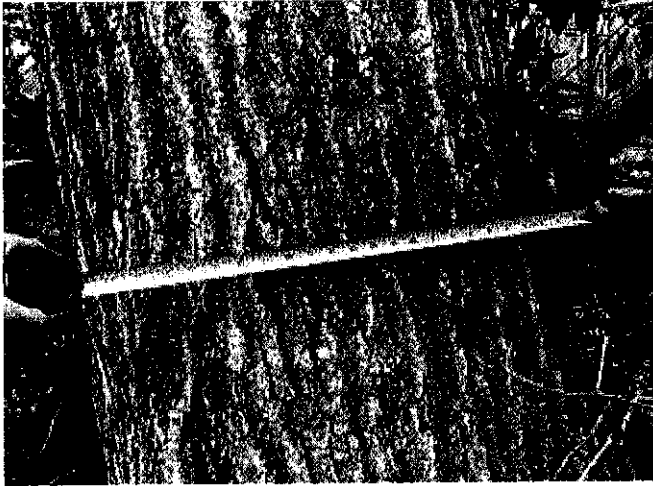
Property & Topographical Survey

Reporting is inaccurate: Section in red

Photos below that of trees in that area



1) Tree on Map is described as 36" in diameter,



a.
b. Photo shows 27" in width

2) Tree on Map is described as 18" in diameter

a. Actual tree is (2) 16" in width



3)
4)



5)
6)



7)

Submitted by:
Steve Grech
South Windsor CT 06074

DECLARATION OF EASEMENTS AND COVENANTS

WHEREAS, HALE REALTY, LLC, a Connecticut Limited Liability Company having an office in Manchester, Connecticut, hereinafter referred to as "Declarant", is the owner of Lots located in the Town of South Windsor, County of Hartford and State of Connecticut, as shown on a map entitled "Resubdivision Plan, 'Constitution Landing', Prepared For: Hale Realty, LLC, Nutmeg Road South, Connecticut Avenue and Talbot Lane, South Windsor, Connecticut, Date: 08/99, Scale: 1"=100 ft., Sheet 3 of 8, Messier Associates, Inc., Surveyors-Engineers, Manchester/Putnam, Connecticut, Revised thru 2-28-01." Said map is filed or to be filed in the Town of South Windsor Land Records, to which reference may be had; and

WHEREAS, the South Windsor Planning & Zoning Commission has approved the subdivision referred to above and as part of such approval, has required the creation of a walking trail across Lots 3, 5 and 8 as shown on said map in lieu of a sidewalk; and

WHEREAS, the Declarant desires to create certain easements and rights with respect to said Lots and certain obligations with regard to the maintenance and improvements of said easement;

NOW THEREFORE, the Declarant does hereby declare that said Lots 3, 5 and 8 are held and conveyed subject to the easements and rights set forth herein:

1. The Declarant and the Declarant's successors and assigns, and the subsequent owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 and the general public shall have and are hereby granted a perpetual easement for pedestrian traffic only as shall be designated within the easement area as shown on the map referenced above as a walking trail and improved as such.

2. Within the area of said easements, the owners of Lots 3, 5 and 8 shall provide for a walking trail for the benefit of the general public. The easements are shown on the map referred to above and are more particularly located and described in:

Exhibit A - Walking Trail Easement

3. The owners of all Lots shall be responsible, on a pro-rata basis to share the cost of the maintenance, repair, improvement and cleaning (hereinafter, "Maintenance Cost") of such walking trail, which share shall be as follows:

- | | |
|--------------|--------------|
| Lot 1: 4.1% | Lot 6: 5.1% |
| Lot 2: 6.4% | Lot 7: 3.7% |
| Lot 3: 21.1% | Lot 8: 23.8% |
| Lot 4: 2.9% | Lot 9: 9.7% |
| Lot 5: 23.2% | |

CONVEYANCE TAX RECEIVED

STATE \$ _____ LOCAL \$ _____ No. X

Hester E. Dickford

TOWN CLERK OF SOUTH WINDSOR

4. Each lot owner shall pay its share of such Maintenance Cost when due, but no later than thirty (30) days after the same has been incurred. Should any lot owner fail to so pay its share of such Maintenance Cost when due pursuant to the foregoing, any one or more of the other lot owners who have contributed its share of such Maintenance Cost may bring suit against the delinquent lot owner(s) to recover the sums due, including the recovery from the delinquent lot owner(s) of all costs of collection and enforcement, including reasonable attorney's fees. Said recovery shall include interest at the rate of twelve (12%) percent per annum in the event that the share of the delinquent owner(s) has been paid or expended by the contributing owner(s).

5. Should any lot owner convey title to its lot (or a portion thereof) successive lot owners of each lot shall remain fully liable to the pro rata share of Maintenance Cost attributable to such lot pursuant to the terms of this declaration.

6. The Declarant herein shall include the following language in the deed of conveyance of all Lots, which shall be binding upon the grantee therein, its successors and assigns as to the terms of this declaration:

"Said premises are conveyed subject to and together with the provisions of a certain Declaration of Easements and Covenants by Hale Realty, LLC dated March 8, 2001 and recorded in the South Windsor Land Records."

The easements and terms set forth in this declaration shall run with the land and shall be appurtenant to said Lots and be binding upon the Declarant, its successors and assigns and the same shall be likewise binding upon any parties and their successors in title, taking title to all or any portion of said Lots from or through the Declarant.

7. The purpose of these easements and the walking trail is to provide for a location for pedestrian traffic for the benefit of the general public, their successors and assigns.

EXHIBIT A
WALKING TRAIL EASEMENT
(EASEMENT B)

Beginning at a point on the easterly street line of Connecticut Avenue, said point being the property corner between Lot 8 and the northwesterly corner of land now or formerly of Connecticut Avenue Associates LLC;

Thence, proceeding along said street line of Connecticut Avenue on a curve to the right having a radius of 396.00 feet, a central angle of 1°-26'-50" and a length arc of 10.00 feet to a point;

Thence, proceeding along said street line of Connecticut Avenue on a curve to the right having a radius of 25.00 feet, a central angle of 4°-45'-47" and a length of arc of 2.08 feet to a point;

Thence, proceeding S 65°-07'-18" E, for a distance of 403.99 feet to a point;

Thence, proceeding S 24°-17'-44" W, for a distance of 46.30 feet to a point;

Thence, proceeding S 65°-48'-36" E, for a distance of 236.85 feet to a point;

Thence, proceeding N 19°-58'-58" E, for a distance of 560.15 feet to a point;

Thence, proceeding N 70°-01'-02" W, for a distance of 25.00 feet to a point;

Thence, proceeding N 19°-58'-58" E, for a distance of 575.00 feet to a point;

Thence, proceeding S 65°-30'-53" E, for a distance of 75.23 feet to a point;

Thence, proceeding N 19°-58'-58" E, for a distance of 473.69 feet to a point;

Thence, proceeding N 16°-24'-32" W, for a distance of 145.13 feet to a point on the easterly street line of Talbot Lane;

Thence, proceeding N 23°-31'-12" S, along said street line of Talbot Lane for a distance of 15.58 feet to a point;

Thence, proceeding S 16°-24'-32" E along the southerly line of Lot 2, for a distance of 389.51 feet to a point;

Thence, proceeding S 23°-31'-12" W along land now or formerly of the French Social Circle, for a distance of 353.12 feet to a point;

Thence, proceeding N 65°-30'-53" W along land now or formerly of the Town of South Windsor, for a distance of 124.55 feet to a point;

11-2-10
Thence, proceeding S 19°-58'-58" W along land of said Town of South Windsor, land now or formerly of Peter G. and Betty D. Nicholas, John P. Havanec, Jr., and Mary Ellen Havanec, Peter J. and Heather L. Rizzo, Barbara LaPenta, Allan F. and Janice E. Marryat, John W. and Kathleen E. Maura, Daniel L. Pfau, Solomon and Edward M. Luria, for a distance of 1132.90 feet to a point;

Thence, proceeding N 65°-48'-36" W along land now or formerly of the Town of South Windsor, for a distance of 300.76 feet to a point;

Thence proceeding N 24°-17'-44" E along land now or formerly of Connecticut Avenue Associates LLC, for a distance of 86.42 feet to a point;

Thence, proceeding N 65°-07'-18" W along said Connecticut Avenue Associates, LLC, for a distance of 400.86 feet to a point on the easterly street line of Connecticut Avenue, said point being the point of beginning.

The above described Walking Trail linking the two cul-de-sacs and being on Lots 3,5 and 8 is shown AS **Easement B** on a map entitled "Resubdivision Plan, 'Constitution Landing', Prepared For: Hale Realty, LLC, Nutmeg Road South, Connecticut Avenue and Talbot Lane, South Windsor, Connecticut, Date: 08/99, Scale: 1"=100 ft., Sheet 3 of 8, Messier Associates, Inc., Surveyors-Engineers, Manchester/Putnam, Connecticut, Revised thru 11-10-00." Said map is filed or to be filed in the Town of South Windsor Land Records.

**Commonwealth Land Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)****SCHEDULE B II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless they are disposed of to the Company's satisfaction:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report.
2. Rights of the present tenants, lessees or parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted in its entirety.
5. Real Estate taxes on the List of 2014

List #2014 RE-R 4053, Assessor's Map 60, Block 31, Lot 5, Assessment: \$90,400.00, Total Tax: \$3,303.22, due July 1, 2015 and January 1, 2016 (\$1,651.61 per half). First half paid.
6. Real Estate Taxes on the Grand List of October 1, 2015, not yet due and payable.
7. Water use charges as may be due and payable to Metropolitan District Commission.
8. Sewer use and/or assessment charges as may be due and payable to Town of South Windsor.
9. Sewer easement in favor of the Town of South Windsor dated December 18, 1970 and recorded in Volume 134 at Page 487 of the South Windsor Land Records.
10. Easement Agreement to Town of South Windsor dated December 18, 1970 and recorded in Volume 134 at Page 490 of the South Windsor Land Records.
11. Underground easement in favor of Southern New England Telephone Company dated June 8, 1981 and recorded in Volume 299 at Page 350 of the South Windsor Land Records.
12. Easement in favor of the Town of South Windsor dated May 13, 1985 and recorded in Volume 410 at Page 309 of the South Windsor Land Records.
13. Gas distribution easement in favor of The Connecticut Light and Power Company dated October 9, 1986 and recorded in Volume 459 at Page 11 of the South Windsor Land Records.
14. Variance from the South Windsor Zoning Board of Appeals dated January 9, 1987 and recorded in Volume 465 at Page 109 of the South Windsor Land Records.
15. Gas Distribution Easement in favor of The Connecticut Light and Power Company dated December 3, 1987 and recorded in Volume 517 at Page 169 of the South Windsor Land Records.
16. Variance from the South Windsor Zoning Board of Appeals dated September 6, 1988 and recorded in Volume 538 at Page 447 of the South Windsor Land Records.
17. Caveat to Town of South Windsor recorded March 19, 1976 in Volume 206 at Page 104 of the South Windsor Land Records.
18. Declaration of Easements and Covenants dated March 8, 2001 and recorded in Volume 1192 at Page 237 of the South Windsor Land Records.

This Commitment is invalid unless a signed Commitment Jacket and Schedules A and B are attached.

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ALTA Commitment (6-17-06)



**Commonwealth Land Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)**

Schedule BII (continued)

19. Sewer line easement to Town of South Windsor dated March 8, 2001 and recorded in Volume 1192 at Page 241 of the South Windsor Land Records.
20. Street tree easement to Town of South Windsor dated March 8, 2001 and recorded in Volume 1192 at Page 244 of the South Windsor Land Records.
21. Declaration of Covenants and Restriction dated April 27, 2001 and recorded in Volume 1206 at Page 257; as amended by instrument dated April 30, 2001 and recorded in Volume 1207 at Page 184; as further amended by First Amendment dated May 31, 2001 and recorded in Volume 1217 at Page 171 of the South Windsor Land Records.
22. Notes and easements shown on Map No. 2732.
- ✓ 23. Conservation Easement to Town of South Windsor dated March 8, 2001 and recorded in Volume 1192 at Page 254 of the South Windsor Land Records.
24. Right to create artificial wetland buffer set forth in a deed dated June 1, 2001 and recorded in Volume 1218 at Page 211 of the South Windsor Land Records.

Note: The premises was withdrawn from the condominium recorded in Volume 546 at Page 1 in Volume 1207 at Page 184 of the South Windsor Land Records.

NOTES:

Any covenant, condition or restriction based on race, religion, color, sex, handicap, familial status or national origin is omitted unless, and only to the extent that, the restriction is not in violation of a state or federal law or relates to a handicap but does not discriminate against handicapped people.

The Company assumes no liability hereunder or under any policy issued pursuant hereto, any closing instructions or insured closing service for compliance with the requirements of any consumer credit protection or truth in lending law.

Governmental regulations, including, but not limited to, wetlands, subdivision, building and zoning regulations, are excluded from policy coverage.

The coverage provided by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges billed by the Company in connection with this Commitment and/or such policy have been fully paid.

The Company may have additional requirements or make additional exceptions as maybe appropriate after additional disclosures are made.

**Commonwealth Land Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)**

EXHIBIT "A"

The land referred to in this Commitment is described as follows:

A certain piece or parcel of land with the improvements thereon situated in the Town of South Windsor, County of Hartford and State of Connecticut and shown as Lot #5 on the following entitled map: "Resubdivision Plan, 'Constitution Landing', Prepared For: Hale Realty, LLC, Nutmeg Road South, Connecticut Avenue and Talbot Lane, South Windsor, Connecticut, Date: 8/99, Scale: 1"= 100 ft., Sheet 3 of 8, Messier Associates, Inc., Surveyors- Engineers, Manchester/Putnam, Connecticut, revised thru 2-28-01." Said Map is filed with the South Windsor Town Clerk as Map #2732.

W. Trail
Together with the provisions of a Declaration of Easements and Covenants by Hale Realty, LLC dated and recorded March 8, 2001 in Volume 1192 at Page 237 of the South Windsor Land Records.

Together with the provisions of a Declaration of Covenants and Restrictions by Hale Realty, LLC dated and recorded April 27, 2001 in Volume 1206 at Page 257 of the South Windsor Land Records.

This Commitment is invalid unless a signed Commitment Jacket and Schedules A and B are attached.

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ALTA Commitment (6-17-06)



VOL. 1192 PAGE 254
CONSERVATION EASEMENT

1330

This Conservation Easement made this 8th day of March, 2001, by and between HALE REALTY, LLC, a Connecticut Limited liability Company with offices in the Town of Manchester, Connecticut hereinafter called "GRANTOR" and the TOWN OF SOUTH WINDSOR, a municipal corporation having its territorial limits with the County of Hartford and State of Connecticut, hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of real property, hereinafter described on Exhibit A attached hereto and incorporated herein by referenced, situated on Nutmeg Road South in the Town of South Windsor, County of Hartford and State of Connecticut; and

WHEREAS, the GRANTEE, acting through its appropriate municipal agencies, has determined that it would be in the public interest to retain, maintain, and conserve as open space, in its natural state, a portion of the premises of the GRANTOR; and

WHEREAS, the GRANTEE, acting through its appropriate municipal agencies, has determined that the maintenance and conservation of said property can best be accomplished by the securing by the GRANTEE of a conservation easement over, across and upon said property of the GRANTOR; and

WHEREAS, the GRANTOR is willing, in consideration of the need to provide for open space, to grant to the said GRANTEE, the easement hereinafter expressed concerning said property, thereby providing for the maintenance and conservation of said premises as open space; and

WHEREAS, the GRANTOR intends to convey the property described in Exhibit A to certain purchasers subject to this Conservation Easement and by granting said Conservation Easement to the GRANTEE shall not change the character of private ownership of said property and this public shall have no right to enter upon same.

NOW, THEREFORE, the said GRANTOR does hereby give, Grant, bargain and confirm unto the said GRANTEE, its successors and assigns forever the right, privilege and authority as a conservation easement and restriction to perceptually preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural, scenic and open condition.

CONVEYANCE TAX RECEIVED

STATE \$ _____ LOCAL \$ _____ No. *X*

Mitchell E. Sickingford

TOWN CLERK OF SOUTH WINDSOR

THE GRANTOR FURTHER COVENANTS AND AGREES:

1. To prohibit and refrain from the following operations, unless prior written consent is obtained from the GRANTEE, acting through its appropriate municipal agency or successor, on the premises conveyed herein:

- a. The construction or placing of buildings, structures, road, or signs;
- b. the dumping or placing of soil, leaves and yard wastes, etc, or other substances or materials as landfill or dumping or placing of trash, ashes, waste, rubbish, junk, garbage or unsightly or offensive materials
- c. the excavation, dredging or removing or loam, peat, gravel, soil, rock or other mineral substance.
- d. the removal or destruction of trees (living or dead), shrubs or natural vegetation, the killing of wildlife; or
- e. any other activity or use detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and inland wetland areas in their natural, scenic and open condition.
- f. it is the objective of these prohibitions that the land be left in its natural state.

The GRANTOR reserves unto itself, its successors, and assigns the right to continue to use the property subject to said Conservation Easement for all purposes not inconsistent with the terms hereof.

The GRANTOR of the Conservation Easement shall in no way grant anyone other than the parties hereto the right to enter upon the property so conserved. The GRANTEE, or its lawful agents, may enter the property for the purpose of inspection, maintenance, and ensuring that the terms hereof are properly enforced.

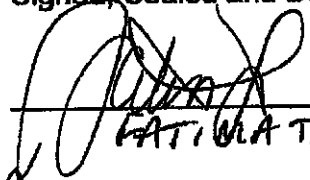
The foregoing Conservation Easement shall be permanent and shall be binding upon the GRANTOR and its successors and assigns, and shall inure to the benefit of the GRANTEE, its successors and assigns.

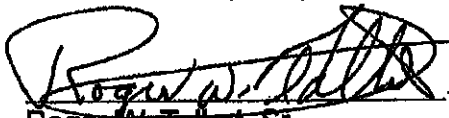
2520

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IN WITNESS WHEREOF, HALE REALTY, LLC has caused these presents to be signed by its proper corporate officer this 8th day of March, 2001.

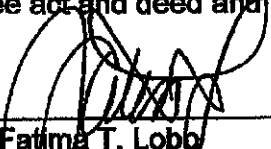
Signed, Sealed and Delivered in the Presence of:

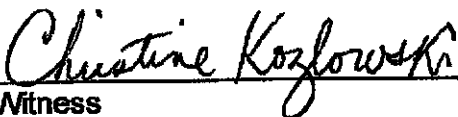

James D. Aldrich

HALE REALTY, LLC,

Roger W. Talbot, Sr.
Its Member


STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS: MANCHESTER

Personally appeared Roger W. Talbot, Sr., Signer and Sealer of the forgoing instrument and acknowledges the same to be his free act and deed and the free act and deed of HALE REALTY, LLC before me.


Fatima T. Lobb
Commissioner of the Superior Court


Christine Kozlowski
Witness


Matthew Galligan
Town Manager

RECEIVED FOR RECORD:
DATE 3/9/01 TIME 10:20A.M.

Steven G. Sandoz
TOWN CLERK, SOUTH WINDSOR, CT

Date 3/9/01

Assistant

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EXHIBIT A
CONSERVATION EASEMENT
(EASEMENT C)

Beginning at a point, said point being the southeasterly corner of Lot 5 and the northeasterly corner of Lot 8;

Thence, proceeding S 19°-58'-58" W partly along land now or formerly of the Town of South Windsor and land now or formerly of John P. Havanec, Jr. and Mary Ellen Havanec, for a distance of 226.04 feet to a point;

Thence, proceeding N 70°-01'-02" W, for a distance of 75.00 feet to a point into Lot 8;

Thence, proceeding N 19°-58'-58" E and passing through a portion of Lot 8 and a portion of Lot 5, for a distance of 575.00 feet to a point;

Thence, proceeding S 65°-30'-53" E, for a distance of 75.00 feet to a point;

Thence, proceeding S 19°-58'-58" W along a portion of Lot 3 and land of said Town of South Windsor, for a distance of 343.05 feet to the point of beginning.

The above described 75 foot conservation easement is shown as Easement C on a map entitled "Resubdivision Plan, 'Constitution Landing', Prepared For: Hale Realty, LLC, Nutmeg Road South, Connecticut Avenue and Talbot Lane, South Windsor, Connecticut, Date: 08/99, Scale: 1"=100 ft., Sheet 3 of 8, Messier Associates, Inc., Surveyors-Engineers, Manchester/Putnam, Connecticut, Revised thru 2-28-01." Said map is filed or to be filed in the Town of South Windsor Land Records.

[Faint, illegible text]