

EXHIBIT A EXHIBIT A
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TOWN OF SOUTH WINDSOR PLANNING & ZONING COMMISSION

APPLICATION 23-25P

**METRO REALTY REZONING 240 DEMING STREET AND PART OF 440 BUCKLAND
ROAD**

AUGUST 15, 2023

MEMORANDUM

History of 440 Buckland Road – Elderly Housing. (App #03-83P)

On January 27, 2004, the South Windsor Planning and Zoning Commission Granted Metro Realty Group, LTD and the South Windsor Housing Authority a Special Exception to Article 4.1.11 and Article 7.1.2.4 of the Zoning Regulations and Site Plan of Development for the construction of an additional 94 units and a waiver to allow up to 196 units.

On February 20, 2004, the Special Exception and Site Plan of Development was filed in the South Windsor Land Records in Volume 1578 at pages 63-64. A copy is attached hereto and marked **Exhibit A**.

On December 22, 2004, in order to comply with the requirements of the special permit, Berry Patch II Associates Limited Partnership filed a Declaration of Restrictive Covenants in the South Windsor Land Records in Volume 1676 at pages 176-178. A copy is attached hereto and marked **Exhibit B**.¹

The Declaration of Restrictive Covenants state that as long as the property is zoned for elderly housing pursuant to the South Windsor Zoning Regulations, or for a period of forty (40) years, whichever is longer, the Property shall be subject to the following restrictions:

- “3. Each dwelling unit on the property shall be occupied by
- (a) Persons who are 62 years of age or older.
 - (b) A spouse of an occupant pursuant to (a) above.
 - (c) An occupant pursuant to (b) above who survives his or her spouse.

¹On December 19, 2003, in order to comply with the requirements of the special permit, Berry Patch Associates Limited Partnership filed a Declaration of Restrictive Covenants in the South Windsor Land Records in Volume 1564 at pages 71-73. A copy is attached hereto and marked **Exhibit C**. The Declaration of Restrictive Covenants is intended to run with the land and subject any successor owners of the Property to its terms.

- (d) An occupant pursuant to (b) above whose spouse has entered into a long term health-care facility.
- (e) Regarding subparagraph (c) and (d) above, in the event of the remarriage or cohabitation by the remaining spouse, all occupants must comply with the occupancy requirements set forth in this Section 3.

4. It is understood and agreed that this Declaration of Restrictive Covenants is intended to run with the land and subject any successor owners of the Property to its terms. In this respect this Declaration shall be recorded in the land records for the Town of South Windsor. It is further understood and agreed that this Declaration may be enforced by (i) the Town of South Windsor or (ii) the South Windsor Planning and Zoning Commission, (iii) the South Windsor Housing Authority, or (iv) any combination of the foregoing bodies. Nothing in the paragraph shall preclude any person from exercising whatever right she or he may have to enforce this Declaration.”

Metro Realty Change of Zone Application – Affordable Housing (App # 23-25P)

On May 24, 2023, The Metro Realty Management Corporations submitted an Application for a Change of Zone of 240 Deming Street and part of 440 Buckland Road from Buckland Road Gateway Development Zone (GD) to Multifamily Assisted Housing Zone (MAHZ). The 0.36 acre part of 440 Buckland Road is the same property that already received the Special Exception, Site Plan Development is subject to the above referenced Declaration of Restrictive Covenants. The 0.36 acre part of 440 Buckland Road was a necessary part of the Elderly Housing Special Exception and Site Plan. **(App #03-83P)**

Pursuant of South Windsor Zoning Regulation section 7.22.17.5 a forty (40) year affordability period shall be calculated for each MAHZ unit in the MAHZ development, and the period shall begin on the date of occupancy of the MAHZ unit.

The Elderly Housing Restrictions on 440 Buckland Road, pursuant to **(App #03-83P)**, won't expire for another twenty-one (21) years.

A “Qualified Person” meaning elderly (age 62 or older) members of the general public who at the time each individual or family first occupies a unit in the Development have annual income that meets the Income Limitation. Volume 1676 page 200 of the South Windsor Land Records. Affordable House does not have an age restriction and its own income restrictions.

The Application does not comply with the Regulations

Even if, the part of 440 Buckland Road wasn't restricted by its prior Special Exception and the Restrictive Covenants for the next twenty-one (21) years, the property doesn't comply with the requirements for a properties inclusion in the MAHZ zone.

Section 7.22 Multifamily Assisted Housing in Residential/Commercial Zone
MAHZ

7.22.1 Location, Land Area, and Frontage

A. Location

Only a parcel of land zoned AA-30 Residential and abutting real property on which there is an existing multifamily development shall be proposed for inclusion in a MAHZ. **The 0.36 acre part of 440 Buckland Road, which is the subject of this application is a portion of Berry Patch II. 440 Buckland Road is not zoned AA-30 Residential. 440 Buckland Road is zoned Buckland Road Gateway Development Zone (GD). The GD zone is a commercial zone.²** A copy of the Town GIS map with the zoning overlay is attached and marked **Exhibit D**.

Commercial properties adjacent to residential areas may be considered for a MAHZ. **None of the properties adjacent to the part of 440 Buckland Road in this application are residentially zoned.³ All of the properties adjacent to the the part of 440 Buckland Road in this application are commercially zoned properties. The GD zone is a commercial zone.**

B. Land Area

The total area of a parcel to be rezoned MAHZ shall be a minimum of four (4) acres of land, and a maximum of fifteen (15) acres. **The part of 44 Buckland Road is not a minimum of four (4) acres of land. it is 0.36 acres.**

C. Frontage

A parcel proposed for inclusion in a MAHZ shall have a minimum of 400 feet of frontage on a collector road or state highway. **The part of 440 Buckland Road in this application does not have a minimum of 400 feet of frontage on a collector road or state highway, it has no road frontage.**

Conservation Restrictions and Easements

On May 15, 2017, The Berry Patch II Associates Limited Partnership filed a Grant of Conservation Restriction and Easement to the South Windsor Land Trust in the South Windsor Land Records in Volume 2588 at pages 1-7. A copy is attached hereto and marked **Exhibit E**.⁴

² Section 1.1 of the South Windsor Zoning Regulations lists eight Commercial and Industrial Zones, CD, DC, GC, GD, I, RC, RO and TS.

³ Section 1.1 of the South Windsor Zoning Regulations lists nine Residential Zones, RR, AA-30, A-40, A-30, A-20, DRZ, MF, DA-15 and SRD.

⁴ On August 1, 2017, The Berry Patch III Associates Limited Partnership filed a Grant of Conservation

The Conservation Restriction and Easement, hereinafter "Conservation Restrictions" are a perpetual. The purpose of the Restrictions is to have the property remain in its present natural and open condition in order for it to fulfil its present historic, scenic, vegetative, wildlife and/or hydrological functions.

The Conservation Restrictions were designed to protect inland wetlands areas on lands owned by The Berry Patch II Associates Limited Partnership.

As depicted on the plans submitted by the applicant, the part of 440 Buckland Road which is the subject of **(App # 23-25P)** contains inland wetlands areas.

CONCLUSION

The Applicant has already received a Special Exception and Site Plan approval from this Commission for Elderly Housing regarding this property, which has age and income restrictions. The terms of the prior Special Exception and Site Plan Approval are inconsistent with the current application for Affordable Housing.

The application fails to comply with Town of South Windsor Zoning Regulations, specifically section 7.22.1 A, B & C.

The Applicant has a Conservation Restrictions on its property. The Conservation Restrictions are inconsistent with the current application.

BY: _____

Attorney John H. Parks
Law Offices of John H. Parks
352 Billings Road
Somers, CT 06071
(860) 749-0797
JURIS # 100823

Restriction and Easement to the South Windsor Land Trust in the South Windsor Land Records in Volume 2600 at pages 262-268. A copy is attached hereto and marked **Exhibit F.** ⁴

I, Timothy Wentzell, Chairman of the South Windsor Planning & Zoning Commission, hereby certify that on January 27, 2004, the Planning and Zoning Commission granted to Metro Realty Group, LTD and South Windsor Housing Authority a Special Exception to Article 4.1.11 and Article 7.1.2.4 of the Zoning Regulations and Site Plan of Development for the construction of an additional 94 units and a waiver to allow up to 196 units for properties located on the easterly side of Buckland Road, southerly side of Oakland Road, northerly of Deming Street, AA30-Zone, Gateway Development Zone, and floodplain zone as shown on plans prepared by Design Professionals, Inc., Project No. 1823, dated December 12, 2003, as revised.

Assessor's Map and Parcel Number: Map #51, 38 Parcel #32, 2
 More particularly bounded and described as follows:

Parcel #1 Map 51, Parcel 32 (Katten Property)

Commencing at a stone bound in the easterly line of Buckland Road, which said bound is located at the southwesterly corner of land of Pauline K. Fox; thence running south 86° 16' 50" east and along land of Pauline K. Fox, a distance of two hundred three and ninety one hundredths (203.90) feet to a stone bound; thence turning north 11° 11' 15" east and along land of the said Fox, a distance of one-hundred twenty-five and nineteen one hundredths (125.19) feet to an iron pipe at land now or formerly of Norman J. Dorey; thence turning south 86° 50' 10" east, a distance of one hundred four and eighty-one (104.81) feet to a stone bound; thence turning north 10° 15' 25" west a distance of seventy-seven and 54 one hundredths (77.54) feet to a stone bound; thence turning north 56° 48' 10" east, a distance of one hundred forty-nine and forty-one one hundredths (149.41) feet to a stone bound at land now or formerly of Stein; thence turning south 61° 55' 15" east and along land of the said Stein and land now or formerly of Mangino, a distance of six hundred seventy-seven and seventy one-hundredths (677.70) feet to a pin set at a fence post; thence turning south 55° 9' 40" east, a distance of one hundred three and seventy-eight one hundredths (103.78) feet to an iron pipe at land now or formerly of Richard H. Simler; thence turning south 10° 46' 55" west and along land of the said Simler, a distance of four hundred eighty-five and twenty-nine one hundredths (485.29) feet to a stone bound at land now or formerly of Norman M. Petersen; thence turning north 71° 6' 15" west and along land of the said Petersen, a distance of seven hundred twenty-seven and eighty-three one hundredths (727.83) feet to an iron pin; thence turning south 85° 25' 10" west, a distance of one hundred eighty-eight and forty-four one-hundredths (188.44) feet to a stone bound; thence turning south 16° 39' 20" west a distance of one hundred seventy-three and thirty one-hundredths (173.30) feet to a stone bound; thence turning north 81° 38' 20" west, a distance of two hundred eighteen and forty-two one-hundredths (218.42) feet to a stone bound on the easterly side of Buckland Road; thence turning north 11° 50' 35" east and along the easterly side of Buckland Road, a distance of five hundred seventeen and seventy-three (517.73) feet to the point and place of beginning.

*and being the northwesterly corner of the herein conveyed piece
 Said premises are more particularly shown on a certain map entitled "Property of Peter Karmazyn Buckland Rd. South Windsor Connecticut W.M. Alford Civil Engineer Windsor, Conn. Scale: 1 in. = 40 ft. Date: Aug., 1970", which said premises will be placed on file in the office of the Town Clerk of the Town of South Windsor.

Said premises are subject to building, building line and zoning and other municipal ordinances of the Town of South Windsor.

Said premises are subject to a right of way as of record will fully appear.

Parcel #2 Map 38, Parcel 2 (Calvery Church)

All that certain piece or parcel of land, together with all buildings and improvements thereon, containing 36.9 acres, more or less, situated on the northeasterly corner of Deming Street and Buckland Road in the Town of South Windsor, County of Hartford, and State of Connecticut, and more particularly bounded and described as follows:

- NORTHERLY: by land now or formerly of Norman Peterson and Peter Karmazyn, in part by each;
- EASTERLY: by Felt Road, so-called (formerly Creamery Road);
- SOUTHERLY: by Deming Street; and
- WESTERLY: by Buckland Road and land now or formerly of Peter Karmazyn, in part by each.

Said premises are the same premises conveyed to the Grantor herein by Committee Deed (Lawrence P. Rubinow, Committee) dated June 30, 1978 and recorded in Volume 246, Page 209 of the South Windsor Land Records.

Said premises are subject to the second half of taxes due on the List of October 1, 1977, which the Grantee herein assumes and agrees to pay as part consideration on this deed.

OWNER OF RECORD: Parcel 1 - Fred S. Katten; Parcel 2 - Calvery Church of the Assemblies of God

Dated at South Windsor, Connecticut this 9TH day of February 2004.

In accordance with CGS Section 8-3d

Timothy H. Wentzell
Timothy H. Wentzell, Chairman
Planning & Zoning Commission

Received for record this 9 day of February, 1904, at
South Windsor, Connecticut ATTEST:

RECEIVED FOR RECORD:
DATE 2-20-04 TIME 9:30 A.M.
Kevin A. Tabor
TOWN CLERK, SOUTH WINDSOR, CT

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants made this 21st day of December, 2004 by **Berry Patch II Associates Limited Partnership** ("Declarant"), a Connecticut limited partnership with an office c/o The Metro Realty Group, Ltd., 6 Executive Drive, Farmington, CT 06032.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of South Windsor, County of Hartford and State of Connecticut, which property is described on Exhibit A attached hereto (the "Property"); and

WHEREAS, in order to comply with the requirements of a certain special permit granted by the Planning & Zoning Commission of the Town of South Windsor under Section 4.1 of the South Windsor Zoning Regulations, Declarant wishes to subject the Property to certain restrictions.

NOW, THEREFORE, Declarant does hereby declare and establish that, as long as the Property is zoned to allow elderly housing pursuant to the South Windsor Zoning Regulations, or for a period of forty (40) years, whichever is longer, the Property shall be subject to the following restrictions:

1. The architecture, colors, heights, materials and floor plan comprising each building and the site plan shall be subject to the prior written approval of the South Windsor Housing Authority or its successor. Any change of the same shall require the prior written approval of said Authority.

2. The maintenance of the buildings and landscaping shall be consistent with the level and quality of landscaping and maintenance provided by the Authority for its other developments.

3. Each dwelling unit on the Property shall be occupied by:
- (a) Persons who are 62 years of age or older.
 - (b) A spouse of an occupant pursuant to (a) above.
 - (c) An occupant pursuant to (b) above who survives his or her spouse.
 - (d) An occupant pursuant to (b) above whose spouse has entered into a long term health care facility.

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Book 1676 Page 176 - 178
File# 8389

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(e) Regarding subparagraph (c) and (d) above, in the event of the remarriage or cohabitation by the remaining spouse, all occupants must comply with the occupancy requirements set forth in this Section 3.

4. It is understood and agreed that this Declaration of Restrictive Covenants is intended to run with the land and subject any successor owners of the Property to its terms. In this respect this Declaration shall be recorded in the land records for the Town of South Windsor. It is further understood and agreed that this Declaration may be enforced by (i) the Town of South Windsor or (ii) the South Windsor Planning and Zoning Commission, (iii) the South Windsor Housing Authority, or (iv) any combination of the foregoing bodies. Nothing in the paragraph shall preclude any person from exercising whatever right she or he may have to enforce this Declaration.

IN WITNESS WHEREOF, the Declarant has hereby executed this Declaration of Restrictive Covenants this 21st day of December, 2004.

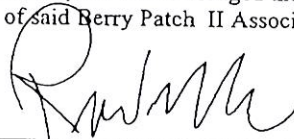
Berry Patch Associates II Limited Partnership
By: Berry Patch II GP, LLC its
General partner


Peter S. Sobocka
STATE OF CONNECTICUT
COUNTY OF HARTFORD)


By: Geoffrey W. Sager
Its Managing Member

) ss: Rocky Hill
COUNTY OF HARTFORD)

Personally appeared the said Geoffrey W. Sager, Managing Member of Berry Patch II GP, LLC, general partner of Berry Patch II Associates Limited Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Berry Patch II Associates Limited Partnership, before me.


Commissioner of the Superior Court
Notary Public
My Commission Expires 2

VOL 1676 PAGE 178

EXHIBIT A

A certain piece or parcel of land situated in the Town of South Windsor, County of Hartford and State of Connecticut shown on a map or plan entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch II Associates Limited Partnership Grandview Terrace & Deming Street South Windsor, Connecticut Sheets 1 and 2 of 2 Date: 7/20/04, Revised to 12/14/04 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which map or plan is to be filed in the office of the South Windsor Town Clerk and which piece or parcel of land is more particularly described as follows:

Beginning at a point at the northwest corner of the property herein described, said point being east of the easterly highway line of Buckland Road and being further described as an iron pin; thence N 79°-20'-46" E, along property now or formerly of Dennis C. & Sharon E. Platt, a distance of 176.07 feet to a merestone; thence N 03°-11'-09" W, along property now or formerly of Dennis C. & Sharon E. Platt, a distance of 126.31 feet to a 1 inch pin; thence N 78°-43'-09" E, along property now or formerly of The Grillo Family Limited Partnership, a distance of 104.89 feet to a merestone; thence N 24°-45'-17" W, along property now or formerly of The Grillo Family Limited Partnership, a distance of 77.46 feet to a merestone; thence N 42°-25'-33" E, along property now or formerly of The Grillo Family Limited Partnership and property now or formerly of Harold L. Dodd, partly by each, in all a distance of 149.52 feet to a merestone with a drill hole; thence S 76°-20'-14" E, along property now or formerly of DEW Properties LLC and property now or formerly of Marian & Teresa Malyszczycski, partly by each, in all a distance of 677.63 feet to an ¼ inch I.P.; thence S 69°-27'-19" E, along property now or formerly of Marian & Teresa Malyszczycski, a distance of 103.71 feet to an I.P.; thence S 03°-37'-15" E, along property now or formerly of Mildred S. Lu & Kenneth Simler, a distance of 484.91 feet to a granite monument with a drill hole; thence N 85°-29'-41" W, along property now or formerly of Berry Patch Associates Limited Partnership, a distance of 112.88 feet to an I.P.; thence S 03°-48'-46" E, along property now or formerly of Berry Patch Associates Limited Partnership, a distance of 569.04 feet to an I.P.; thence S 76°-28'-10" E, along property now or formerly of Berry Patch Associates Limited Partnership, a distance of 8.87 feet to an I.P.; thence S 76°-17'-19" E, along property now or formerly of Berry Patch Associates Limited Partnership, a distance of 403.21 feet to an I.P.; thence S 17°-29'-17" W, along property now or formerly of Gregory & Michelle Bassos, a distance of 415.00 feet to an I.P.; thence N 73°-41'-07" W, along property now or formerly of Calvary Church of the Assemblies of God, a distance of 490.36 feet to an I.P.; thence N 05°-51'-28" W, along property now or formerly of Calvary Church of the Assemblies of God, a distance of 415.00 feet to an I.P.; thence S 76°-28'-10" E, along property now or formerly of the Village at Buckland Court Limited Partnership, a distance of 242.01 feet to an I.P.; thence N 03°-48'-46" W, a distance of 568.71 feet to an I.P.; thence S 85°-29'-41" E, a distance of 612.92 feet to an I.P.; thence S 70°-41'-12" W, a distance of 188.44 feet to a monument; thence S 02°-21'-58" W, a distance of 172.64 feet to a granite monument with a drill hole; thence S 84°-04'-17" W, a distance of 179.48 feet to an I.P. with the last five courses being along property now or formerly of the Village at Buckland Court Limited Partnership; thence N 03°-48'-46" W, along property now or formerly of the Town of South Windsor, a distance of 517.83 feet to an I.P., said iron pin being the point and place of beginning.

RECEIVED FOR RECORD:

DATE 12/22/04 TIME 1:00 P. M.

Minda G. Sambo
TOWN CLERK, SOUTH WINDSOR, CT

Assistant

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DECLARATION OF RESTRICTIVE COVENANTS

11808

This Declaration of Restrictive Covenants made this 18th day of December, 2003 by **Berry Patch Associates Limited Partnership** ("Declarant"), a Connecticut limited partnership with an office c/o The Metro Realty Group, Ltd., 6 Executive Drive, Farmington, CT 06032.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of South Windsor, County of Hartford and State of Connecticut, which property is described on Exhibit A attached hereto (the "Property"); and

WHEREAS, in order to comply with the requirements of a certain special permit granted by the Planning & Zoning Commission of the Town of South Windsor under Section 4.1 of the South Windsor Zoning Regulations, Declarant wishes to subject the Property to certain restrictions.

NOW, THEREFORE, Declarant does hereby declare and establish that, as long as the Property is zoned to allow elderly housing pursuant to the South Windsor Zoning Regulations, or for a period of forty (40) years, whichever is longer, the Property shall be subject to the following restrictions:

1. The architecture, colors, heights, materials and floor plan comprising each building and the site plan shall be subject to the prior written approval of the South Windsor Housing Authority or its successor. Any change of the same shall require the prior written approval of said Authority.
2. The maintenance of the buildings and landscaping shall be consistent with the level and quality of landscaping and maintenance provided by the Authority for its other developments.
3. Each dwelling unit on the Property shall be occupied by:
 - (a) Persons who are 62 years of age or older.
 - (b) A spouse of an occupant pursuant to (a) above.
 - (c) An occupant pursuant to (b) above who survives his or her spouse.
 - (d) An occupant pursuant to (b) above whose spouse has entered into a long term health care facility.

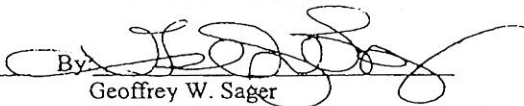
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12/17/03 10:18 AM

(e) Regarding subparagraph (c) and (d) above, in the event of the remarriage or cohabitation by the remaining spouse, all occupants must comply with the occupancy requirements set forth in this Section 3.

4. It is understood and agreed that this Declaration of Restrictive Covenants is intended to run with the land and subject any successor owners of the Property to its terms. In this respect this Declaration shall be recorded in the land records for the Town of South Windsor. It is further understood and agreed that this Declaration may be enforced by (i) the Town of South Windsor or (ii) the South Windsor Planning and Zoning Commission, (iii) the South Windsor Housing Authority, or (iv) any combination of the foregoing bodies. Nothing in the paragraph shall preclude any person from exercising whatever right she or he may have to enforce this Declaration.

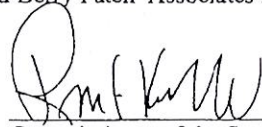
IN WITNESS WHEREOF, the Declarant has hereby executed this Declaration of Restrictive Covenants this 17th day of December, 2003.

Berry Patch Associates Limited Partnership
By: Berry Patch GP, LLC its
General partner


By: _____
Geoffrey W. Sager
Its Managing Member

STATE OF CONNECTICUT)
) ss: Paul H. Hill
COUNTY OF Hartford)

Personally appeared the said Geoffrey W. Sager, Managing Member of Berry Patch GP, LLC, general partner of Berry Patch Associates Limited Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Berry Patch Associates Limited Partnership, before me.



Commissioner of the Superior Court
Notary Public.
My Commission Expires

EXHIBIT A

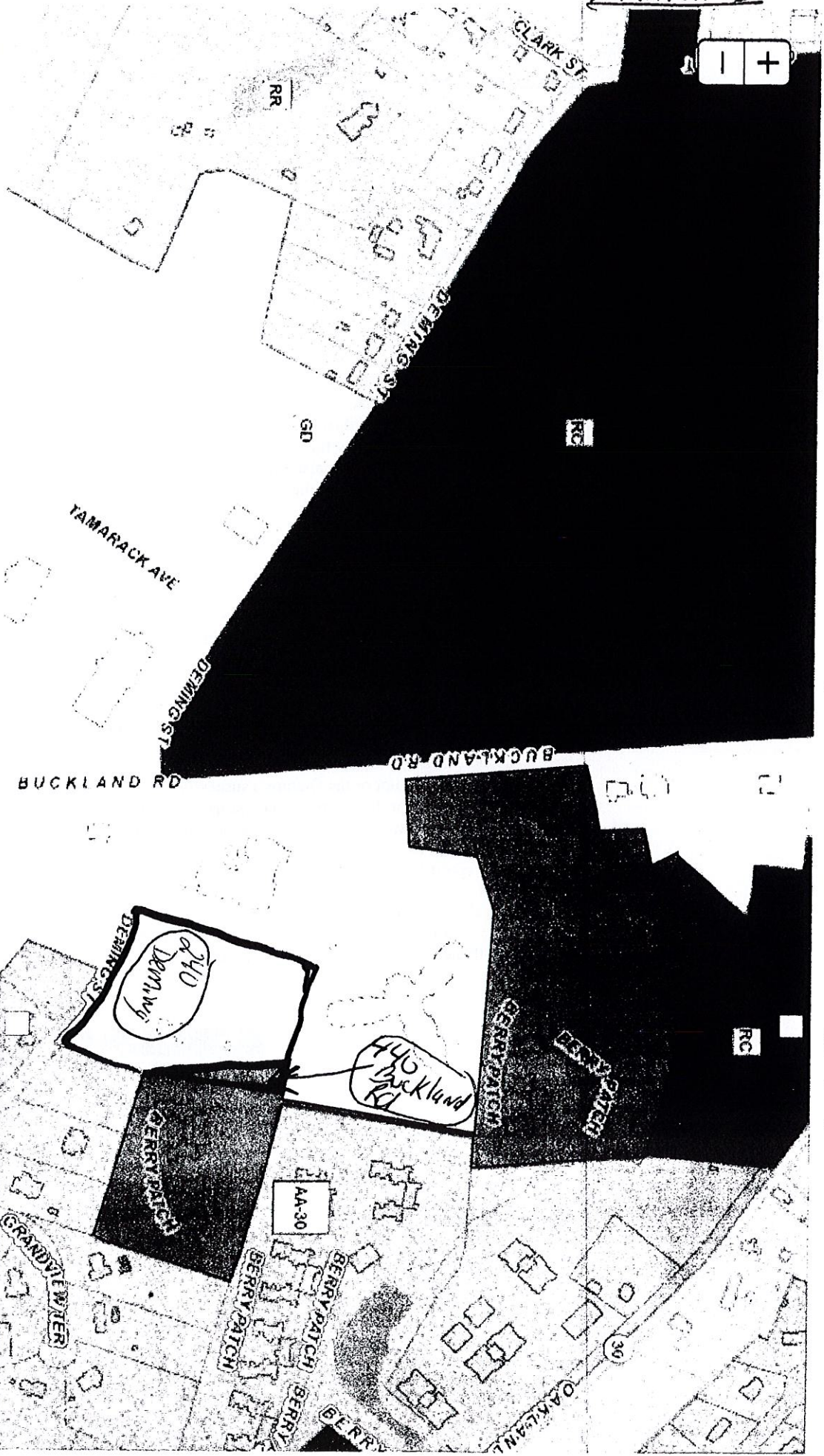
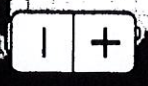
A certain piece or parcel of land situated in the Town of South Windsor, County of Hartford and State of Connecticut shown on a map or plan entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch Associates Limited Partnership 205 Oakland Road South Windsor, Connecticut Date: 11/03/03, Revised to 11/10/03 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which map or plan is to be filed in the office of the South Windsor Town Clerk and which piece or parcel of land is more particularly described as follows:

Beginning at a point marked by a drill hole in brownstone in the apparent general southwesterly line of Oakland Road a/k/a Connecticut Route 30 which point marks a Northwesterly corner of the premises herein described and a Northeasterly corner of land now or formerly of Pauline G. Johnson; thence, S. 37° 11' 46" W., a distance of 147.46 feet to a brownstone; thence continuing along said Johnson, N. 45° 51' 28" W., a distance of 119.61 feet to a concrete monument; thence continuing along said Johnson, S. 39° 34' 11" W., a distance of 179.98 feet to a granite monument; thence continuing along said Johnson and land now or formerly of Anton Simler, Jr., in part on each, N. 61° 31' 51" W., in all, a distance of 293.72 feet to an iron pin; thence N. 52° 09' 44" W., along line of said Simler, a distance of 108.86 feet to an iron pin; thence N. 76° 58' 41" W., still along line of land of said Simler, a distance of 70.51 feet to a point; thence N. 89° 13' 59" W., still along line of said Simler, a distance of 216.28 feet to a granite monument; thence continuing along line of land now or formerly of Fred S. Katten, N. 85° 29' 41" W., a distance of 114.91 feet to a point; thence S. 03° 48' 46" E., along line of land now or formerly The Village at Buckland Court, Limited Partnership, a distance of 568.71 feet to a point; thence S. 76° 28' 10" E., along property now or formerly of Calvary Church of the Assemblies of God, a distance of 10.97 feet to an iron pin; thence S. 76° 17' 19" E., along line of said Calvary Church of the Assemblies of God, land now or formerly of Robert N. & Amy L. Gamache and land now or formerly of Karen A. & Edward J. O'Connor, in part on each, in all a distance of 696.49 feet to an iron pin; thence continuing S. 73° 59' 02" E., along land now or formerly of Robert & Penelope P. Torrani and land now or formerly of Michael J. and Kristina G. Suppicich, in part on each, in all a distance of 621.53 feet to an iron pin in line of Felt Road; thence, N. 21° 13' 25" E., along Felt Road, a distance of 95.98 feet to and iron pin; thence, N. 68° 45' 26" W., along line of land now or formerly of Lois H. Petersen, a distance of 182.82 feet to an iron pin; thence N. 42° 17' 02" W., still along line of said Petersen, a distance of 489.28 feet to a concrete monument; thence N. 37° 39' 09" E., still along line of land of said Petersen, a distance of 355.51 feet to a broken monument in line of said Oakland Road; thence N. 42° 14' 34" W., along Oakland Road, a distance of 61.78 feet to the drill hole in a brownstone monument which marks the point and place of beginning.

Said parcel contains 14.01 acres of land, more or less.

RECEIVED FOR RECORD:
DATE 01/19/03 TIME 11:25 A.M.
Dwight E. Sidel
TOWN CLERK, SOUTH WINDSOR, CT

EXHIBIT D



Base Maps / Air Photos

Map Layers

Full Extent

Zoom In

Zoom Out

Prev Extent

Next Extent

Pan

Parcel Information

Simple Measure

Path Measure

Area Meas

Town of South Windsor - NEGEO MapXpress v1.2

Scale: 1 in = 400 ft



Berry Patch II Assoc. LP
6 Executive Dr. 06032
Farmington, Ct 06032

Exhibit B

002888

GRANT OF CONSERVATION RESTRICTION AND EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that **BERRY PATCH II ASSOCIATES LIMITED PARTNERSHIP**, of the Town of Farmington, State of Connecticut ("Grantor"), for the consideration of One (1) Dollar and other good and valuable consideration received to its full satisfaction of the **SOUTH WINDSOR LAND TRUST**, of the Town of South Windsor ("Grantee"), does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, a perpetual Conservation Restriction and Easement within the terms of C.G.S. Sec. 47-42a in, over, along and across a portion of land owned by the Grantor, situated in the Town of South Windsor and generally shown on a map entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch II Associates Limited Partnership Grandview Terrace & Deming Street South Windsor, Connecticut Sheets 1 and 2 of 2 Date: 7/20/04, Revised to 12/14/04 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." ("Map") which map is filed as Map No. 3172 in the in the office of the South Windsor Town Clerk, to which reference may be had. The specific portion of Grantor's land subject to this easement is more particularly is described in Exhibit A attached hereto ("Property"). Notwithstanding anything contained herein to the contrary, this easement shall not encumber any portion of the land of the Grantor which is an upland area (i.e. area not located within the limits of inland wetlands areas as designated by the applicable regulatory authority). The easement is granted for the following purposes:

PURPOSES

1. Subject to the Exceptions set forth below, to have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.
2. To permit the Grantee to enforce by proceeding in equity, pursuant to C.G.S. Sec. 47-42b and Sec. 47-42c, the covenants hereinafter set forth, including but not limited to the right to require the restoration of the Property to the condition at the time of this grant. In no event shall the Grantee have any right to receive any damages whatsoever from the Grantor or the Grantor's successors or assigns in the event of any violation by the Grantor or the Grantor's successors or assigns or any other party of any of the provisions of this easement, the Grantee hereby acknowledging and agreeing that the Grantee's only remedies for any such violation shall be equitable remedies (e.g., specific performance and injunctive relief).
3. To enable the Grantee to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor, its successors and assigns, are complying with the covenants and purposes of this grant.



Doc ID: 002500000007 Type: LAN
Book 2588 Page 1 - 7
File# 02888

COVENANTS

And in furtherance of the foregoing affirmative rights, the Grantor, for itself, heirs, successors and assigns, makes the following covenants, which covenants shall run with and be binding upon the Property in perpetuity:

1. No buildings, camping accommodations, or mobile homes shall be placed or erected upon the Property.
2. 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.
3. The topography of the landscape of the Property shall be maintained in its present condition and no topographic changes shall be made, provided that nothing herein shall prevent any changes in the Property that occur as a result of acts of nature and the Grantor shall not be obligated to restore the Property after any such changes. Topographic changes shall include, without exclusion, cutting of trees (except as may be required by good tree husbandry and maintenance or as may be required as part of any landscaping of the Property, after receiving written approval of the Grantee), 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, except as provided in the Exceptions set forth below.
4. There shall be no draining of wetlands, burning of marshlands or disturbance or change in the natural habitat of the Property, except as provided in the Exceptions set forth below.
5. There shall be no manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the Property be permitted which uses or activities could be detrimental to water purity or to any vegetative, wildlife or hydrological function, except as provided in the Exceptions set forth below.
6. The Grantor shall not authorize the operation of vehicles, snowmobiles, dune-buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of motorized vehicle upon the Property, except as provided in the Exceptions set forth below.
7. There shall be no dumping or placing of trash, ashes, leaves (except for a limited number in a sightly manner), waste, rubbish, garbage or junk upon the Property. In the event that such materials are placed on the Property, the Grantor, upon notice from the Grantee, will remove said materials within 30 days of such notice.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances upon the Property.

The Grantee or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to insure compliance with said covenants and/or the purposes of this grant by any prior failure to act.

EXCEPTIONS

The Grantor with the written consent of the Grantee, may enter upon the Property to conduct the following activities:

1. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality;
2. Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality;
3. Planting of trees, shrubs, or other vegetation for the purpose of enhancing wildlife or aesthetic quality.

The Grantor shall notify the Grantee by written notice of an intention to undertake any activity in question. If the Grantee does not give written notice of objection within thirty (30) days of receipt of Grantor's written request, Grantee's approval shall be deemed to have been given. Grantee's approval for exempted activities may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this easement. Consideration shall be given to the manner in which such activity is to be undertaken to insure no detrimental impact to the natural character of the land. In addition the wildlife value of brush and dead trees proposed to be removed shall be considered and weighed against the purpose of the request.

The above procedure shall not abrogate the requirement to acquire any permits required by local, state or federal law.

In addition, the Grantor may conduct the following activities upon the Property, without the written consent of the Grantee (and notwithstanding in this Grant of Conservation Restriction to the contrary):

- a. The Grantor may landscape the Property, including without limitation, planting and cutting of grass, and the use of fertilizers, pesticides and other materials normally used in landscaping.
- b. The Grantor may install, or permit the installation of, underground utilities through the Property, provided no trees shall be removed to accommodate any such underground utilities unless such trees are replaced with comparable trees that are acceptable to the Grantee.

- c. The Grantor may remove all existing construction debris from the Property, so as to restore the Property to grade.
- d. The Grantor may use the Property for recreational purposes, including without limitation, for athletic purposes (such as baseball or soccer games), as long as no structures are constructed on the Property in connection therewith.

In addition, the Grantor shall have no responsibility for ensuring that third parties do not use the Property for any activity that is prohibited herein.

Any act for which the Grantor has obtained the approval of, or a permit from, the South Windsor Inland Wetlands and Watercourses Agency shall be deemed to be permitted under this easement.

LIMITATION ON RIGHT TO AMEND

If circumstances arise under which an amendment to or modification of this easement would be appropriate, Grantor and Grantee may jointly amend this easement, provided that no amendment shall be allowed that will affect the qualification of this easement or the status of the Grantee under any applicable laws including Sections 47-42a through 47-42c of the Connecticut General Statutes, Revision of 1958, as amended, or Section 170(h) of the Internal Revenue Code of 1954, as amended; and any amendment shall be consistent with the purpose of this easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the land records of the Town of South Windsor, Connecticut.

The grant of this easement does in no way grant to the public the right to enter upon said Property for any purpose whatsoever.

ZONING REQUIREMENTS

The Grantor shall retain the right to utilize the acreage of the Property as part of the Grantor's property as shown on the Map.

CONDEMNATION

If said Property, or any part thereof, shall be taken by condemnation, then this easement shall automatically terminate as to that property taken, so that the Grantor, its successors and assigns, may be fully compensated as though this easement had never been granted.

NO AFFECT ON ADJACENT PROPERTY

In no event shall the covenants, restrictions and easements contained herein in any way affect, encumber or apply to the Adjacent Property.

-4-

SUCCESSORS AND ASSIGNS

This easement shall be binding upon the Grantor's successors and assigns as owners of the Lots. This easement shall not be assignable by the Grantee and may only be enforced by the Town of Farmington.

HABENDUM

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

[signature to follow on next page]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 15th day of ~~January~~, 2017.
May

Signed, sealed and delivered

BERRY PATCH II ASSOCIATES LIMITED PARTNERSHIP

By: **Berry Patch II GP, LLC**
General Partner

Sandra Picelli
Sandra Picelli

By: [Signature]
Geoffrey W. Sager
Its Managing Member

Julie T. Mullen
Julie T. Mullen

STATE OF CONNECTICUT)
) ss: Farmington
COUNTY OF HARTFORD)

Personally appeared the said Geoffrey W. Sager, Managing Member of Berry Patch II GP, LLC, general partner of Berry Patch II Associates Limited Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Berry Patch II Associates Limited Partnership, before me.

Wendy L. Paolotti
Commissioner of the Superior Court
Notary Public **Wendy L. Paolotti**
My Commission Expires 5/31/19



EXHIBIT "A"

Description of Conservation Easement

The certain piece or parcel of land shown as "Proposed Conservation Easement in Favor of South Windsor Land Trust" (the "Property") on a map (the "Map") entitled "Perimeter Survey ALTA/ACSM Survey Resurvey Prepared For: Berry Patch II Associates Limited Partnership Grandview Terrace & Deming Street South Windsor, Connecticut Sheets 1 and 2 of 2 Date: 7/20/04, Revised to 12/14/04 scale 1 inch = 50 ft., prepared by Design Professionals, Inc." which Map is filed as Map No. 3172 in the office of the South Windsor Town Clerk, to which reference may be had and more particularly described as follows:

Beginning at a point at the northwest corner of the property herein described, said point being in the southerly property line of N/F Dennis C. & Sharon E. Platt as shown on the Map and also being approximately 6.00 feet from an iron pin, in a northeasterly direction, as shown on the Map;

Thence N 79°-20'-46" E, along property now or formerly of Dennis C. & Sharon E. Platt, a distance of 170.00 feet to a merestone; thence N 03°-11'-09" W, along property now or formerly of Dennis C. & Sharon E. Platt, a distance of 126.31 feet to a 1 inch pin; thence N 78°-43'-09" E, along property now or formerly of The Grillo Family Limited Partnership, a distance of 104.89 feet to a merestone; thence N 24°-45'-17" W, along property now or formerly of The Grillo Family Limited Partnership, a distance of 77.46 feet to a merestone; thence N 42°-25'-33" E, along property now or formerly of The Grillo Family Limited Partnership and property now or formerly of Harold L. Dodd, partly by each, in all a distance of 149.52 feet to a merestone with a drill hole; thence S 76°-20'-14" E, along property now or formerly of DEW Properties LLC and property now or formerly of Marian & Teresa Malyszczycycki, partly by each, in all a distance of 677.63 feet to an ¼ inch I.P.; thence S 77°-24'-18" W, a distance of 190.00 feet to a point; thence S 59°-08'-47" W, a distance of 378.82 feet to a point; thence S 22°-15'-08" W, a distance of 195.00 feet to a point; thence S 68°-02'-08" W, a distance of 220.00 feet to a point; thence S 55°-41'-01" W, a distance of 210.00 feet to a point; thence N 03°-48'-46" W, a distance of 419.07 feet to the point and place of beginning.

Excepting therefrom any area within the Property which is uplands (i.e. area not located within the limits of inland wetlands areas as designated by the applicable regulatory authority.)

Received for Record 05/17/2017
 At 9:00 am
 Recorded in South Windsor, CT
 By [Signature]
 Asst. Town Clerk

GRANT OF CONSERVATION RESTRICTION AND EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that **BERRY PATCH III, LLC**, of the Town of Farmington, State of Connecticut ("Grantor"), for the consideration of One (1) Dollar and other good and valuable consideration received to its full satisfaction of the **SOUTH WINDSOR LAND TRUST**, of the Town of South Windsor ("Grantee"), does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, a perpetual Conservation Restriction and Easement within the terms of C.G.S. Sec. 47-42a in, over, along and across a portion of land owned by the Grantor, situated in the Town of South Windsor and generally shown on a map entitled "Easement Map 175 Oakland Road 151 & 195 Oakland Road South Windsor, Connecticut, Prepared for: Metro Realty Group LTD. 6 Executive Drive Farmington, CT 06032 Date: 12-12-16" ("Map") which map is filed as Map No. 4163 in the in the office of the South Windsor Town Clerk, to which reference may be had. The specific portion of Grantor's land subject to this easement is more particularly is described in Exhibit A attached hereto ("Property"). Notwithstanding anything contained herein to the contrary, this easement shall not encumber any portion of the land of the Grantor which is an upland area (i.e. area not located within the limits of inland wetlands areas as designated by the applicable regulatory authority). The easement is granted for the following purposes:

PURPOSES

1. Subject to the Exceptions set forth below, to have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.
2. To permit the Grantee to enforce by proceeding in equity, pursuant to C.G.S. Sec. 47-42b and Sec. 47-42c, the covenants hereinafter set forth, including but not limited to the right to require the restoration of the Property to the condition at the time of this grant. In no event shall the Grantee have any right to receive any damages whatsoever from the Grantor or the Grantor's successors or assigns in the event of any violation by the Grantor or the Grantor's successors or assigns or any other party of any of the provisions of this easement, the Grantee hereby acknowledging and agreeing that the Grantee's only remedies for any such violation shall be equitable remedies (e.g., specific performance and injunctive relief).
3. To enable the Grantee to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor, its successors and assigns, are complying with the covenants and purposes of this grant.

COVENANTS

And in furtherance of the foregoing affirmative rights, the Grantor, for itself, heirs, successors and assigns, makes the following covenants, which covenants shall run with and be binding upon the Property in perpetuity:



Doc ID: 00251120007 Type: LAN
Book 2600 Page 262 - 268
File# 03977

1. No buildings, camping accommodations, or mobile homes shall be placed or erected upon the Property.
2. 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.
3. The topography of the landscape of the Property shall be maintained in its present condition and no topographic changes shall be made, provided that nothing herein shall prevent any changes in the Property that occur as a result of acts of nature and the Grantor shall not be obligated to restore the Property after any such changes. Topographic changes shall include, without exclusion, cutting of trees (except as may be required by good tree husbandry and maintenance or as may be required as part of any landscaping of the Property, after receiving written approval of the Grantee), 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, except as provided in the Exceptions set forth below.
4. There shall be no draining of wetlands, burning of marshlands or disturbance or change in the natural habitat of the Property, except as provided in the Exceptions set forth below.
5. There shall be no manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the Property be permitted which uses or activities could be detrimental to water purity or to any vegetative, wildlife or hydrological function, except as provided in the Exceptions set forth below.
6. The Grantor shall not authorize the operation of vehicles, snowmobiles, dune-buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of motorized vehicle upon the Property, except as provided in the Exceptions set forth below.
7. There shall be no dumping or placing of trash, ashes, leaves (except for a limited number in a sightly manner), waste, rubbish, garbage or junk upon the Property. In the event that such materials are placed on the Property, the Grantor, upon notice from the Grantee, will remove said materials within 30 days of such notice.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances upon the Property.

The Grantee or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to insure compliance with said covenants and/or the purposes of this grant by any prior failure to act.

EXCEPTIONS

The Grantor with the written consent of the Grantee, may enter upon the Property to conduct the following activities:

1. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality;
2. Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality;
3. Planting of trees, shrubs, or other vegetation for the purpose of enhancing wildlife or aesthetic quality.

The Grantor shall notify the Grantee by written notice of an intention to undertake any activity in question. If the Grantee does not give written notice of objection within thirty (30) days of receipt of Grantor's written request, Grantee's approval shall be deemed to have been given. Grantee's approval for exempted activities may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this easement. Consideration shall be given to the manner in which such activity is to be undertaken to insure no detrimental impact to the natural character of the land. In addition, the wildlife value of brush and dead trees proposed to be removed shall be considered and weighed against the purpose of the request.

The above procedure shall not abrogate the requirement to acquire any permits required by local, state or federal law.

In addition, the Grantor may conduct the following activities upon the Property, without the written consent of the Grantee (and notwithstanding in this Grant of Conservation Restriction to the contrary):

- a. The Grantor may landscape the Property, including without limitation, planting and cutting of grass, and the use of fertilizers, pesticides and other materials normally used in landscaping.
- b. The Grantor may install, or permit the installation of, underground utilities through the Property, provided no trees shall be removed to accommodate any such underground utilities unless such trees are replaced with comparable trees that are acceptable to the Grantee.
- c. The Grantor may remove all existing construction debris from the Property, so as to restore the Property to grade.
- d. The Grantor may use the Property for recreational purposes, including without limitation, for athletic purposes (such as baseball or soccer games), as long as no structures are constructed on the Property in connection therewith.

In addition, the Grantor shall have no responsibility for ensuring that third parties do not use the Property for any activity that is prohibited herein.

Any act for which the Grantor has obtained the approval of, or a permit from, the South Windsor Inland Wetlands and Watercourses Agency shall be deemed to be permitted under this easement.

LIMITATION ON RIGHT TO AMEND

If circumstances arise under which an amendment to or modification of this easement would be appropriate, Grantor and Grantee may jointly amend this easement, provided that no amendment shall be allowed that will affect the qualification of this easement or the status of the Grantee under any applicable laws including Sections 47-42a through 47-42c of the Connecticut General Statutes, Revision of 1958, as amended, or Section 170(h) of the Internal Revenue Code of 1954, as amended; and any amendment shall be consistent with the purpose of this easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the land records of the Town of South Windsor, Connecticut.

The grant of this easement does in no way grant to the public the right to enter upon said Property for any purpose whatsoever.

ZONING REQUIREMENTS

The Grantor shall retain the right to utilize the acreage of the Property as part of the Grantor's property as shown on the Map.

CONDEMNATION

If said Property, or any part thereof, shall be taken by condemnation, then this easement shall automatically terminate as to that property taken, so that the Grantor, its successors and assigns, may be fully compensated as though this easement had never been granted.

NO AFFECT ON ADJACENT PROPERTY

In no event shall the covenants, restrictions and easements contained herein in any way affect, encumber or apply to the Adjacent Property.

SUCCESSORS AND ASSIGNS

This easement shall be binding upon the Grantor's successors and assigns as owners of the Lots. This easement shall not be assignable by the Grantee and may only be enforced by the Town of South Windsor.

→

HABENDUM

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

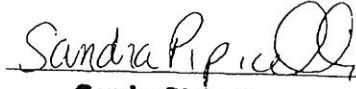

[signature to follow on next page]


IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 21st day of July, 2017.

Signed, sealed and delivered

BERRY PATCH III, LLC

By: **Farm Glen Management, L.L.C.**
Its Manager


Sandra Pipoelli

Robert T. Sullivan

By: 
Geoffrey W. Sager
Its Co-Manager

STATE OF CONNECTICUT)
) ss: Farmington
COUNTY OF HARTFORD)

Personally appeared the said Geoffrey W. Sager, Co-Manager of Farm Glen Management, L.L.C.; Manager of Berry Patch III, LLC; signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said Berry Patch III, LLC, before me.

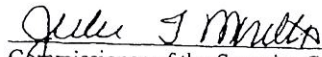

Commissioner of the Superior Court
Notary Public
My Commission Expires 3/31/22

EXHIBIT "A"

Description of Conservation Easement

A certain piece or parcel of land in the Town of South Windsor, County of Hartford and State of Connecticut being shown as "Proposed Conservation Easement in favor of The South Windsor Land Conservation Trust Area: 159, 664 +/- SF or 3.665 acres" on a map or plan entitled "Easement Map 175 Oakland Road 151 & 195 Oakland Road South Windsor Connecticut Prepared for: Metro Realty Group LTD. 6 Executive Drive Farmington, CT 06032 Date: 12-12-16" Prepared by Design Professionals 21 Jeffrey Street South Windsor Connecticut 06074, and being more particularly bounded and described as follows:

Beginning at a point in the southerly street line of Oakland Road (Route 30), which point marks the northwesterly most corner of the premises described herein; thence running South 54° 44' 36" East, a distance of 48.19 feet to a point; thence running South 55° 08' 29" East, a distance of 227.09 feet to a point; thence running South 44° 07' 27" East, a distance of 65.15 feet to a point, the last three courses being along the southerly street line of Oakland Road (Route 30); thence running South 35° 10' 25" West, a distance of 242.98 feet to a point; thence running South 54° 49' 35" East, a distance of 163.35 feet to a point, the last two courses being along land N/F Mildred S. Simler; thence running South 34° 33' 36" West, a distance of 244.52 feet to a point; thence running South 00° 45' 26" West, a distance of 113.67 feet to a point, the last two courses being along land N/F Berlin Remnant Land Parcels, LLC; thence running North 89° 14' 34" West, a distance, along land N/F Barry Patch Associates Limited Partnership, a distance of 133.47 feet to a point; thence running North 03° 37' 51" West, along land N/F Berry Patch II Associates Limited a distance of 484.91 feet to a point; thence running North 06° 56' 45" East, along land N/F Gyasi Manu, a distance of 328.83 feet to the point or place of beginning.

Received & Recorded 08/01/2017
 At 11:35 am
 Recorded in South Windsor, CT
 By Theresa G. Sauer
 Assistant Town Clerk

EXHIBIT B EXHIBIT B
EXHIBIT B EXHIBIT B

240 DEMING STREET

Proposed Zone Change for
Portions of 240 Deming Street and 440 Buckland Road



August 15, 2023

South Windsor Planning & Zoning

M E T R O R E A L T Y

TRAFFIC

- Traffic counts taken in June of 2023
- No abnormal pattern of traffic accidents
- No safety concerns cited by Town Engineer, Town Police Department
 - Town Engineer concurred with the results of the Traffic Study – no noticeable impact from proposed development
- Notwithstanding, if there is a perception that traffic is a problem, the proposed development is a solution

PUBLIC SCHOOL ENROLLMENT



Recent Housing Developments

Enrollment from Recently Completed and Under Construction Housing Developments: October 2022

New Development Name	Status	Type	Occupied		Total K-5		Total K-12		K-5 Student		K-12 Students	
			Units ¹	Enrollment	Enrollment	Enrollment	per Unit	per Unit				
Clark Estates	Complete	Single-family	18	7	21	0.39	1.17					
Clark Estates II	Complete	Single-family	22	14	27	0.64	1.23					
Evergreen Walk	Complete	Apartments	200	18	25	0.09	0.13					
Residences at Oakland Road	Complete	Apartments	78	7	11	0.09	0.14					
Estates at South Windsor	Complete	Single-family	44	25	51	0.57	1.16					
South Windsor Woods	Complete	Condominiums	155	80	112	0.52	0.72					
Chestnut Ridge	Under Construction	Single-family	7	4	4	0.57	0.57					
All New Developments			524	155	251	0.30	0.48					

1. Occupancy data provided by the South Windsor Planning Department as of September 2022

Mulvan Park
8-10 students

240 DEMING STREET

Walkability and Pedestrian Access

- Stop & Shop
- CVS
- ECHN Medical Complex
- Costco
- Evergreen Walk Cedar Ave. Entrance



Subject Site

--- Existing Sidewalk

Location	Distance	Walk Times
Bus Stop	0.1 Miles	2 Minutes
Entrance to Evergreen @ Cedar Ave	0.4 Miles	8 Minutes
Town Center	0.5 Miles	10 Minutes
Entrance to Evergreen @ Hemlock	0.6 Miles	12 Minutes

Source: Google Maps



METRO REALTY

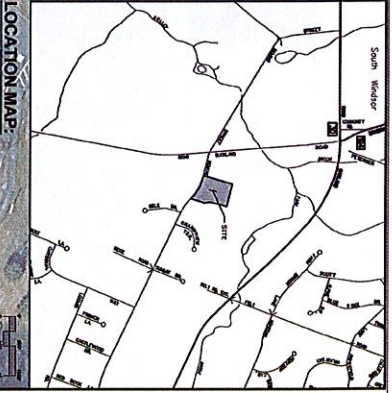
ZONING DATA TABLE

REQUIREMENT	REQ'D/PERMITTED	PROVIDED
TOTAL LOT AREA (S.F., AC.)	17240 (S.F., AC.)	273315 (S.F., AC.)
MINIMUM FRONT YARD (FT.)	50	50
MINIMUM SIDE YARD (FT.)	25	25 / 50
MINIMUM REAR YARD (FT.)	25	25
MINIMUM BUILDING HEIGHT (FT.)	35	35
MINIMUM BUILDING COVERAGE (%)	25	11
MINIMUM PERVIOUS COVERAGE (%)	60	30

REQUIRED PARKING TABLE

REQUIREMENT	REQ'D/PERMITTED	PROPOSED
TOTAL SPACES	83 SPACES	86 SPACES
HANDICAP SPACES	4 SPACES	5 SPACES

INCLUDES 1.5 AC. TO A RESIDENT OPERATIONS

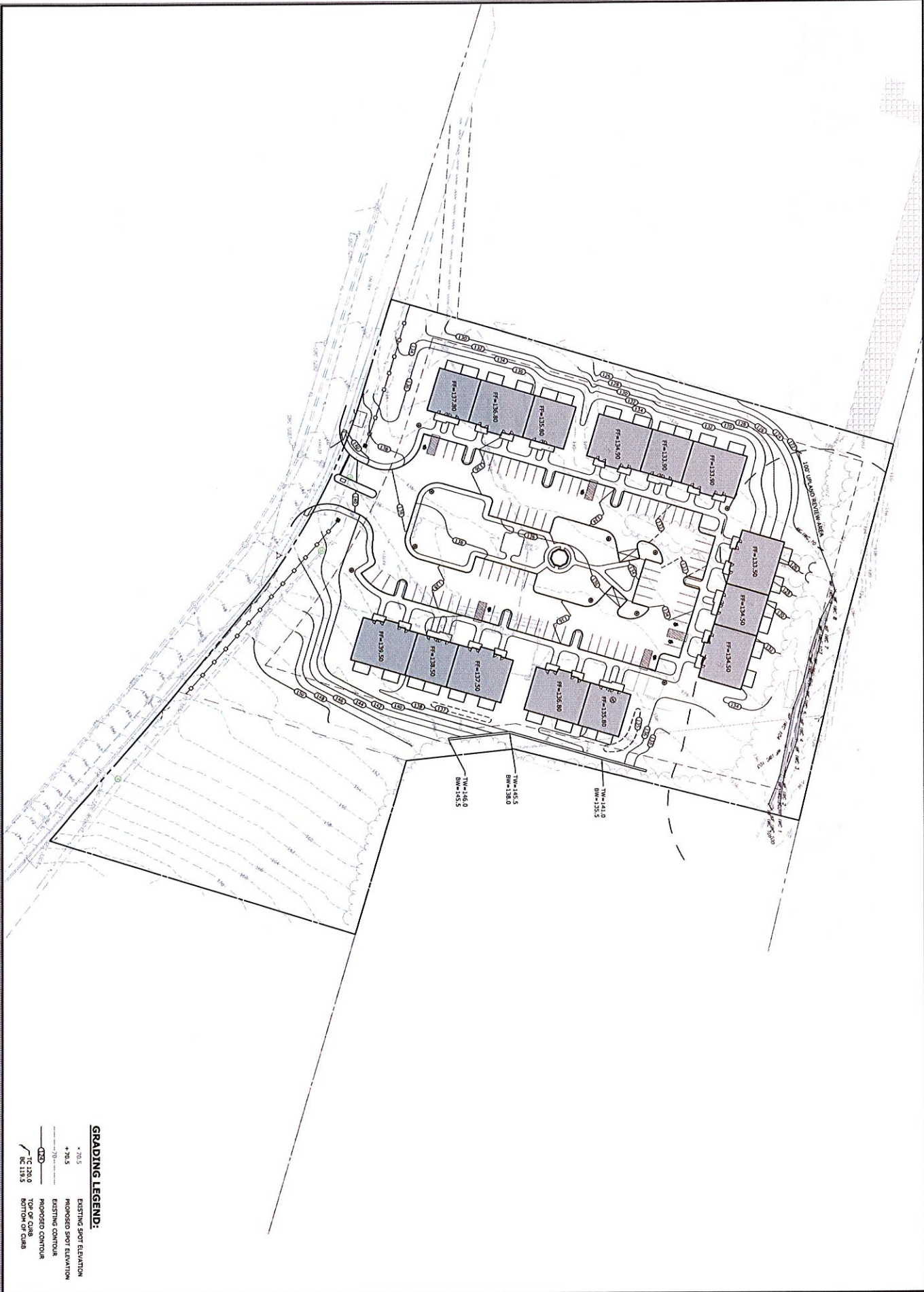


LA

CONCEPTUAL LAYOUT AND LANDSCAPING PLAN
 MULTI-FAMILY DEVELOPMENT
 240 DEMING STREET
 SOUTH WINDSOR, CONNECTICUT

DESCRIPTION	DATE	BY





GRADING LEGEND:

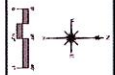
- 70.5 EXISTING SPOT ELEVATION
- + 70.5 PROPOSED SPOT ELEVATION
- EXISTING CONTOUR
- - - PROPOSED CONTOUR
- TOP OF CURB
- BOTTOM OF CURB

CONCEPTUAL GRADING PLAN

240 DEMING STREET
SOUTH WINDSOR, CONNECTICUT

DESCRIPTION	DATE	BY

SLR
 89 REALTY DRIVE
 CHESTER, CT 06410
 203.271.1316
 SLRCONSULTING.COM



GR

DATE: AUGUST 8, 2023
 PROJECT: 15871.00089

TRAFFIC STUDY

- New traffic counts conducted in June, 2023
- Background traffic growth included:
 - 1% growth rate per year
 - Evergreen Walk and Gateway Development traffic
- Revised site-generated traffic
 - Industry standard ITE rates utilized
 - Residential development is a low-traffic generator
 - Weekday AM Peak Hour – 20 trips
 - Weekday PM Peak Hour – 21 trips
 - Saturday Midday Peak Hour – 21 trips
- Alternative uses analyzed – Medical Office and Restaurant/Coffee Shop

TRAFFIC STUDY

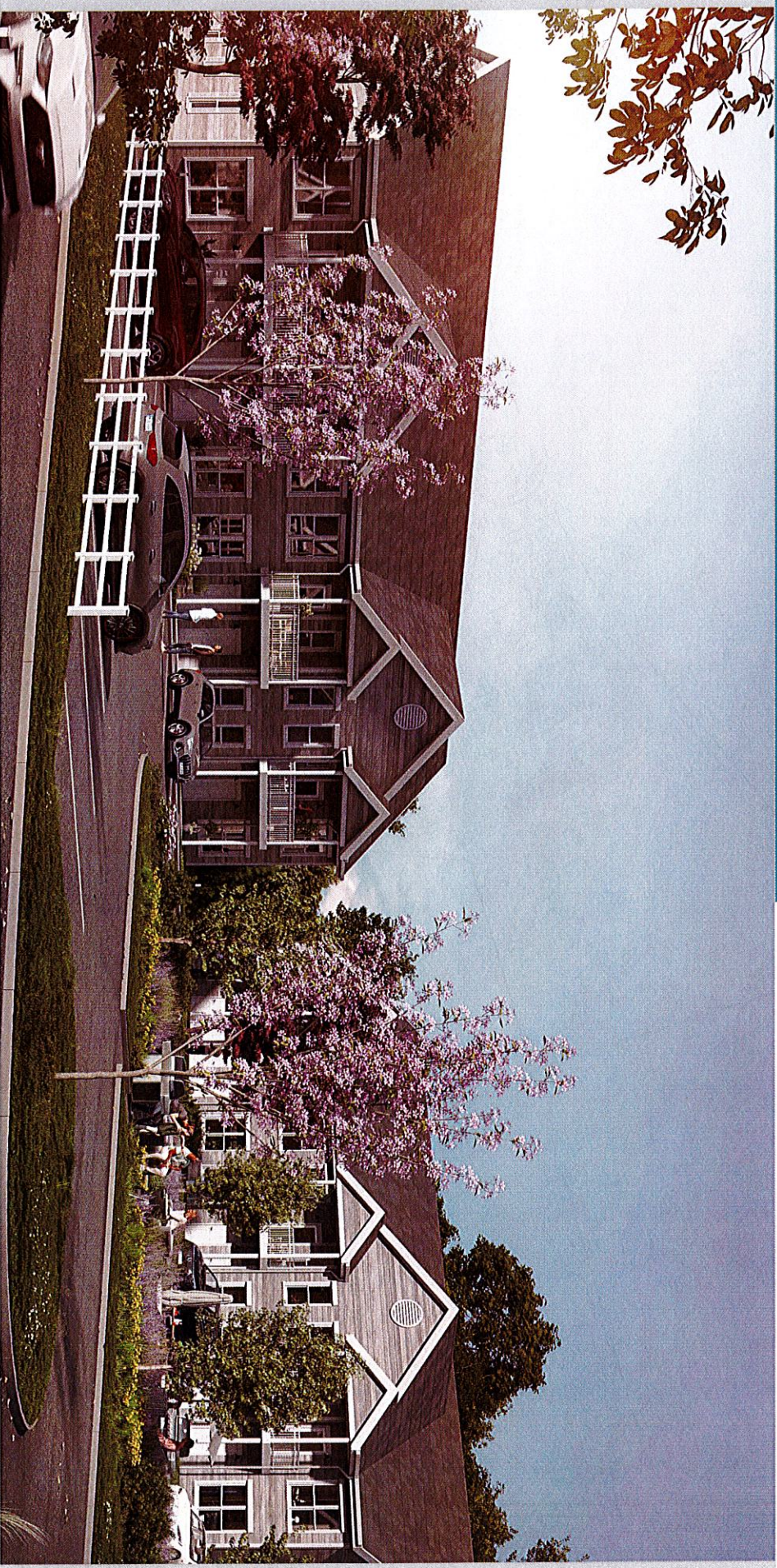
- Capacity Analysis Results
 - No change in Level of Service at Buckland/Deming intersection
 - No noticeable change in vehicle delays
 - Queue increases less than one vehicle length on all approaches
- Intersection Sight Distances
 - Exceed CTDOT criteria for safe driveway egress
- Crash History
 - No abnormal crash patterns or frequency in study area
 - No crashes reports on Deming Street near site frontage
 - Crash detail: 3 in 2020, 8 in 2021, 7 in 2022. None involving pedestrians.
- Conclusion:
 - Proposed development will have no significant impact to traffic operations or safety in the study area

OTHER COMMENTS

- On-site management and leasing office
- Pump station – sanitary only, subterranean
- Guarantee of Supportive Housing
- Zone changes should be carefully considered

240 DEMING STREET

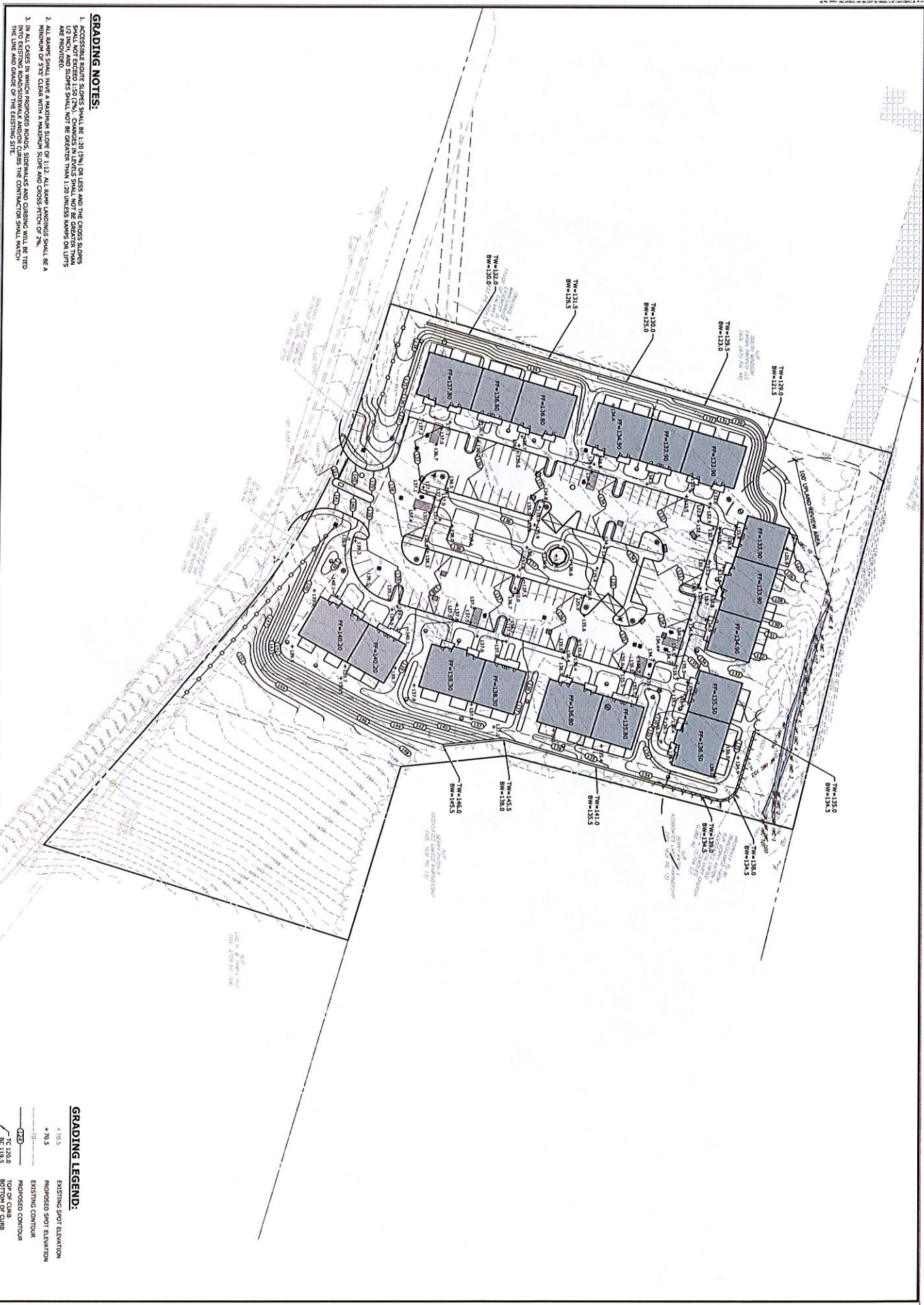
Proposed Zone Change for
Portions of 240 Deming Street and 440 Buckland Road



August 15, 2023

South Windsor Planning & Zoning

M E T R O R E A L T Y



- GRADING NOTES:**
1. ACCESSIBLE RAMP SLOPES SHALL BE 1:20 (5%), OR LESS AND THE CROSS SLOPES SHALL NOT EXCEED 1:50 (2%). CHANGES IN ELEVATIONS SHALL NOT BE GREATER THAN 4" UNLESS OTHERWISE NOTED.
 2. ALL RAMP SLOPES SHALL HAVE A MINIMUM SLOPE OF 1:12. ALL RAMP LANDINGS SHALL BE A MINIMUM OF 5'x5' CLEAR WITH A MAXIMUM SLOPE AND CROSS SLOPE OF 1:20.
 3. IN ALL CASES IN WHICH PROPOSED ROADS, DRIVEWAYS AND CURBS WILL BE TIED INTO EXISTING ROAD/SIDEWALK AND/OR CURBS THE CONTRACTOR SHALL MATCH THE CURB AND GRADE OF THE EXISTING SITE.

GRADING LEGEND:

- +70.5 EXISTING SPOT ELEVATION
- +70.5 PROPOSED SPOT ELEVATION
- 70.5 EXISTING CONTOUR
- 70.5 PROPOSED CONTOUR
- TE 120.0 TOP OF CURB
- BC 119.5 BOTTOM OF CURB

SITE PLAN - GRADING
PROPOSED MULTI-FAMILY DEVELOPMENT
 240 DEMING STREET
 SOUTH WINDSOR, CONNECTICUT

DESCRIPTION	DATE	BY



DATE	JUNE 28, 2023
SCALE	1"=40'
DRAWN BY	LCD TO
CHECKED BY	
PROJECT NO.	13571-00089
DATE	04 OF 11
	GR

PUBLIC SCHOOL ENROLLMENT

The Residences at Oakland Road (175 Oakland)	
Predicted # of School Aged Children at 175 Oakland, (pre-development)	8.3
Actual # of School-Aged Children at 175 Oakland (Spring 2023) *	8 to 10

* Source: South Windsor Board of Education

240 Deming Street				
Apartment Type	Count	Multiplier	# School-Aged Children	
One Bedroom Affordable	19	0.06	1.14	
One Bedroom Market Rate	5	0.01	0.05	
Two Bedroom Affordable	25	0.48	12	
Two Bedroom Market Rate	6	0.13	0.78	
Total	55		13.97	

ASSISTED HOUSING CALCULATIONS

# units	Affordability	Housing Equivalent Points
11	0.3	2.5
22	0.5	2
11	0.8	1.5
11		0.25
Total		90.75

	2020 Census	Total Assisted	Affordable %
Before	10,804	663	6.14%
After	10,859	730	6.72%

*Based on 2022 Affordable Housing Appeals List published by
Connecticut Department of Housing, updated with 2020 Census Data

EXHIBIT C

EXHIBIT C

EXHIBIT C

EXHIBIT C



Invasives
Planted

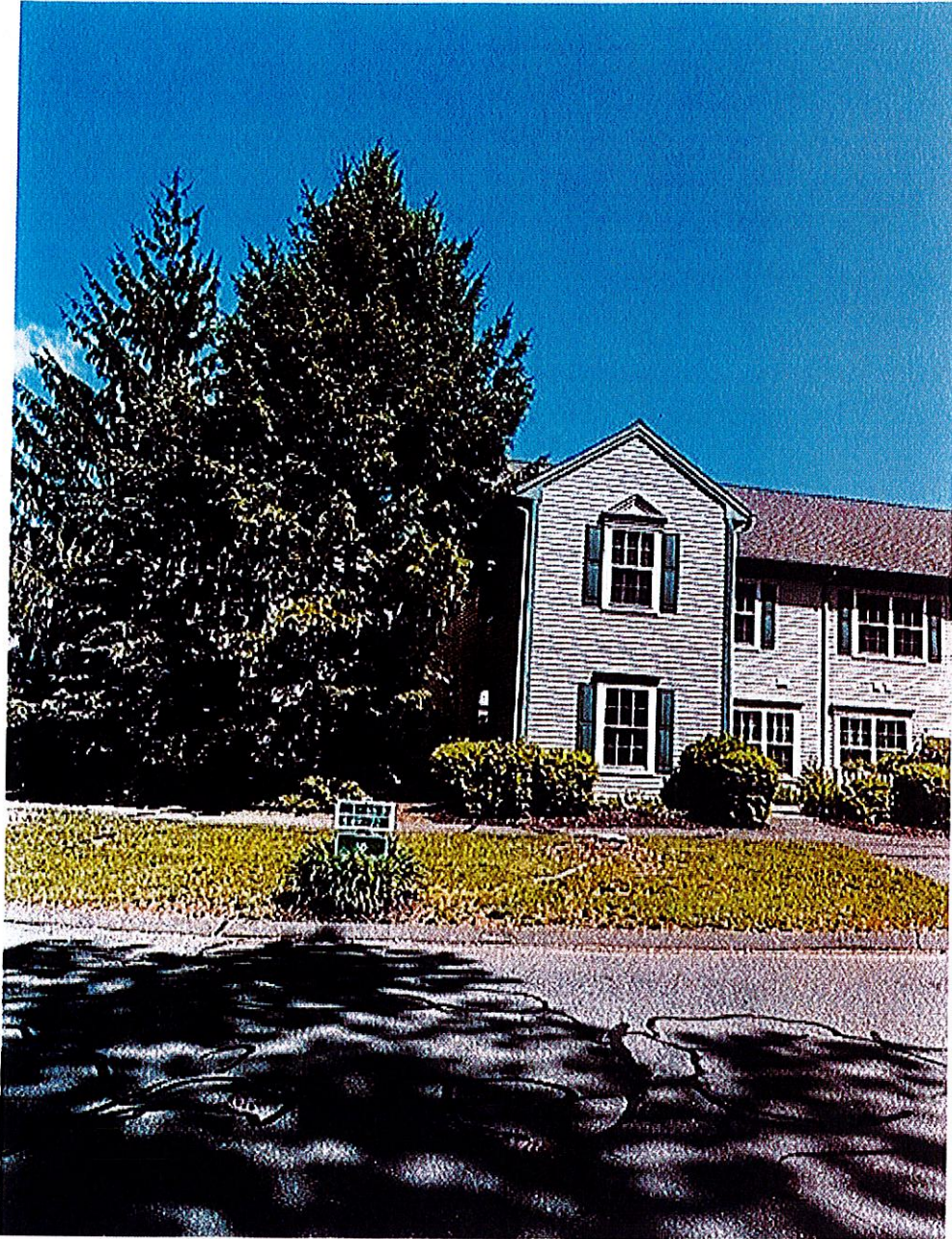
Past Performance is best indicator of
future performance



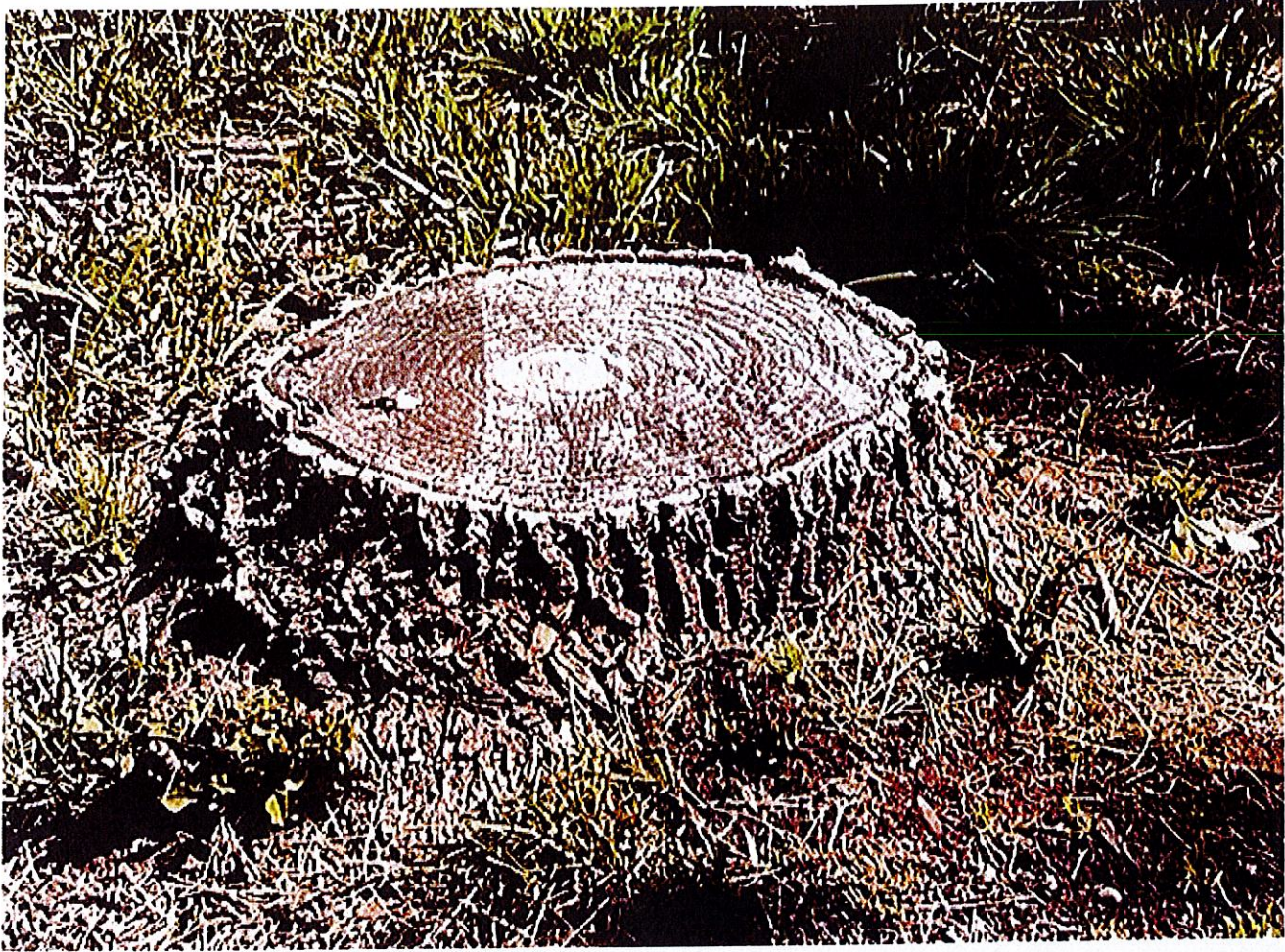
←
Years
worth
of
Acetamin
Olive



Mare Stumps



← Tree on
Watson
Farm







Berry
Patch

Sent from my iPhone



Berry
Patch



One of many





All over Berry Patch the
Exterior Maintenance is
appalling.



Invasives
growing out
of the
building

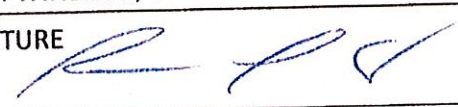
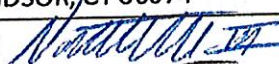

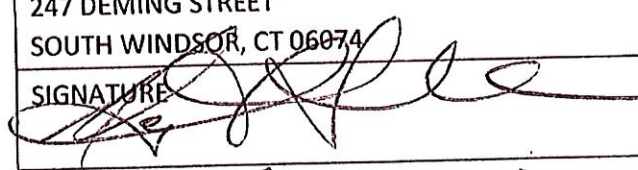
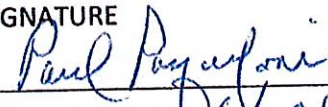
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 EXHIBIT D EXHIBIT D

Petition against Zoning Change from Buckland Gateway Development Zone to Multifamily Assisted Housing

We the undersigned protest the proposed zoning amendments for the Buckland Gateway Development Zone set forth in application 23-25P submitted by The Metro Realty Management Corporation received by the South Windsor Planning and Zoning Committee May 23, 2023. We are owners of twenty per cent of the lots within five hundred feet in all directions of the property included in the proposed change. We understand the proposed changes shall not be adopted except by a vote of two-thirds of all the members of the commission.

The applicant name and summary description of the proposed rezoning is as follows:

Name/Description: The Metro Realty Management Corporation – request for a zone change of approx. 4.82 acres from Buckland Gateway Development Zone to the Multifamily Assisted Housing (MAHZ) to include a portion of 240 Deming Street (4.82 ac) and a portion of 440 Buckland Road (.36 ac), including conceptual plan in accordance with Sec 7.22.2.A.

CRUZ RAUL PROPERTY WITHIN 500 FEET 241 DEMING STREET SOUTH WINDSOR, CT 06074	TETREAUULT NAPOLEON A III & JENNIE L PROPERTY WITHIN 500 FEET 8 GRANDVIEW TERRACE SOUTH WINDSOR, CT 06074
SIGNATURE 	SIGNATURE  SIGNATURE 
DATE 26 June 2023	DATE 6/28/2023
GLOVER MARGARET A PROPERTY WITHIN 500 FEET 247 DEMING STREET SOUTH WINDSOR, CT 06074	PASQUALONI PAUL TR PROPERTY WITHIN 500 FEET 15 GRANDVIEW TERRACE SOUTH WINDSOR, CT 06074
SIGNATURE 	SIGNATURE 
DATE 27 June 2023	DATE 06/29/2023

PHO LOCH & TAWNY PROPERTY WITHIN 500 FEET 260 DEMING STREET SOUTH WINDSOR, CT 06074	FARACI BRIAN & CARIN <i>Carin Faraci</i> PROPERTY WITHIN 500 FEET 25 GRANDVIEW TERRACE SOUTH WINDSOR, CT 06074
SIGNATURE <i>[Signature]</i> SIGNATURE <i>[Signature]</i>	SIGNATURE SIGNATURE
DATE <i>6/28/23</i>	DATE
RAJU UDAI K & PROPERTY WITHIN 500 FEET 285 DEMING STREET SOUTH WINDSOR, CT 06074	PLEIN WILLIAM J & COSME CLARA PROPERTY WITHIN 500 FEET 28 GRANDVIEW TERR SOUTH WINDSOR, CT 06074
SIGNATURE <i>[Signature]</i> original signature	SIGNATURE <i>Clara Cosme</i> SIGNATURE <i>William J Plein</i>
DATE <i>8/10/2023</i>	DATE <i>6-28-23</i>
SANGHANI KAMLESH V PROPERTY WITHIN 500 FEET 301 DEMING STREET SOUTH WINDSOR, CT 06074	RAVIWONGSE ANUWAT NAN PROPERTY WITHIN 500 FEET 35 GRANDVIEW TERRACE SOUTH WINDSOR, CT 06074
SIGNATURE <i>[Signature]</i>	SIGNATURE <i>[Signature]</i>
DATE <i>06/28/2023</i>	DATE <i>06/28/2023</i>
BASILE MARK T & ROBERTA L PROPERTY WITHIN 500 FEET 20 SELE DRIVE SOUTH WINDSOR, CT 06074	ATTIANESE VINCENT & ANTONINA C PROPERTY WITHIN 500 FEET 33 SELE DRIVE SOUTH WINDSOR, CT 06074
SIGNATURE <i>Robert Basile</i> SIGNATURE <i>Mark Basile</i>	SIGNATURE <i>Vincent Attianese</i> SIGNATURE <i>Antonina C Attianese</i>
DATE <i>7/5/23</i>	DATE <i>06/28/2023</i>
MARGIOTT PAUL R & VICTORIA A M PROPERTY WITHIN 500 FEET 32 SELE DRIVE SOUTH WINDSOR, CT 06074	
SIGNATURE <i>[Signature]</i> SIGNATURE <i>[Signature]</i>	
DATE <i>7/5/23</i>	