



The Law Offices of John H. Parks

352A Billings Road, Somers, CT 06071 • Phone: 860-749-0797 • Fax: 860-749-0453

EXHIBIT A EXHIBIT A
EXHIBIT A EXHIBIT A

September 11, 2023

VIA EMAIL TO MICHELE LIPE at Michele.Lipe@soiuthwindsor-ct.gov

Chairman Bart Pacekonis, and Planning
and Zoning Commission Members
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Michele Lipe, Town Planner
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Re: **Application 23-25P of Metro Realty for Rezoning of 240 Deming Street
and part of 440 Buckland Road**

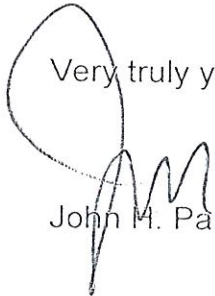
Dear Chairman Pacekonis, Commission Members and Michele Lipe:

On behalf of neighbors to the property involved in the above Application, I found a copy of Attorney Hollister's letter to the Commission dated September 5, 2023 on the Town's Website.

The Application in this case does not comply with the South Windsor Zoning Regulations, State Statutes and Case Law, concern the rezoning of the property in question.

Attached is a copy of a Memorandum that I prepared. The Memorandum needs to be made part of the Record Re: Application 23-25P of Metro Realty for Rezoning of 240 Deming Street and part of 440 Buckland Road

Very truly yours,


John M. Parks

Cc: Attorney Timothy Hollister, tholliister@hinkleyallen.com

TOWN OF SOUTH WINDSOR PLANNING & ZONING COMMISSION

APPLICATION 23-25P

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

SEPTEMBER 11, 2023

MEMORANDUM

FACTS

On or about May 24, 2023, the Applicant submitted an Application for a Zone Change on the form required by the commission. A copy of the Application is attached hereto and marked Exhibit A.

On the Application, the Applicant listed two separate parcels, "240 Deming Street and portion of 440 Buckland Road". See Exhibit A.

On the Application, the Applicant listed two separate owners, "Calvary Church of the Assemblies and Berry Patch II Associates L.P." which are the owners of 240 Deming Road and a portion of 440 Buckland Road, respectively. See Exhibit A.

On the Application, the Applicant listed two separate GIS PIN numbers, "27600240 & 15300440", which are the GIS PIN numbers for 240 Deming Road and a portion of 440 Buckland Road, respectively. See Exhibit A.

The Applicant included a letter dated May 24, 2023, as part of its Application. A copy of the May 24, 2023 letter is attached hereto and marked Exhibit B.

The Applicant's May 24, 2023 letter restates that there are two separate parcels, listing them as (the "Property") and ("Berry Patch II") respectively.

In the second to the last paragraph, the May 24, 2023 letter states;

"If this zone change is approved, **it will be condition upon** a future to a lot line modification between the Property and Berry Patch II, as well as a future resubdivision of the AA-30 component of the property, so that new property lines will correspond with the new zone boundaries." [emphasis added].

On August 15, 2023, the undersigned introduced a Memorandum into the Record, during the public hearing on the Application. The Memorandum addressed a

number of issues with the Application, including the fact that the parcel referred to as a portion of Berry Patch II in the May 24, 2023 letter did not comply with the South Windsor Zoning Regulations, specifically MAHZ § 7.22.4 A. Location, B. Land Area & C. Frontage.

On or about, September 5, 2023, the Applicant's attorney submitted a letter addressed to the South Windsor Planning and Zoning Chairman as well as the Town Planner. In his letter, the Applicant's attorney claims compliance with MAHZ § 7.22.4 A. Location, premised on his definition of the word "adjacent".

The Applicant's attorney never claims that the portion of Berry Patch II complied with either MAHZ §§ 7.22.4 B. Land Area or C. Frontage.

The portion Berry Patch II is only 0.36 acres and the parcel has no road frontage. Instead of compliance with the regulation, the Applicant's attorney, posits the notion that:

"the 'triangle' [portion of Berry Patch II] is part of an overall parcel to be rezoned; it only makes sense to evaluate what is proposed for rezoning rather than existing parcels that may be separate lots."

The Applicant's attorney fails to offer any authority for the position that compliance with MAHZ §§ 7.22.4 B. Land Area and C. Frontage is excused, because the Property [240 Deming Road] is also being rezoned.

The law in the State of Connecticut is clear, compliance with the regulation is required and a Commission cannot grant a zone change conditioned on a future lot line modification and resubdivision.

LAW

Connecticut does not recognize conditional or contract zoning. The power of the zoning commission is governed exclusively by statute, and there is no statutory provision allowing zoning commissions to condition zone changes upon other actions or other events. Zone changes are legislative action which determine the uses allowed for property. The use must be fixed at any point in time, even though it may be subject to change in a proper case by the zoning commission, but the zone and therefore the uses of the property cannot be subject to changes and conditions beyond the control of the zoning commission itself. ¹ ***Connecticut Practice Series §22:17.***

The fixed point in time is the date the application is submitted. ***C.G.S. § 8-3 (c), Connecticut Practice Series §22:17.***

¹ Langer v. Planning and Zoning Commission of Town of Westport 163 Conn. 453, 458, 313 A.2d 44, 47 (1972); MacKenzie v. Planning and Zoning Com'n of Town of Monroe, 146 Conn App 406, 428, 77 A.3d 904 (3013)

The Connecticut General Statute authorizing Zoning Commissions to change zones is **C.G.S. § 8-3 Establishment and changing of zoning regulations and districts.**

A zone change, condition upon a future lot line modification between the Property and Berry Patch II, is not allowed by either the South Windsor Zoning Regulation, **C.G.S. § 8-3** or Case Law.

The commission must act on the Application as submitted. **C.G.S. § 8-3 (c), Connecticut Practice Series §22:17** The Application is requesting a change of zone on two parcels of property, 240 Deming Street and a portion of 440 Buckland Road. Both parcels must comply with the regulations. It is clear that, the portion of 440 Buckland Road does not comply MAHZ §§ 7.22.4 B. Land Area and C. Frontage.

A zoning commission cannot attach a condition to a zone change, even if it can be implemented by the applicant, where it violates the zoning regulations. **Connecticut Practice Series §22:17**

Conditional zone changes are also precluded by the uniformity provision in the enabling statute, **General Statutes § 8-2**... The uniformity requirement is based on several policy consideration, including... to guaranty that they will be applied in the same way in similar situations, and equal treatment of applications, namely to prevent favoritism in the application of zoning regulations.² **Connecticut Practice Series §22:17, C.G.S. § 8-3**

CONCLUSION

To comply with the regulations, state statutes, case law, assure equal treatment and avoid favoritism towards the Applicant in this case, MAHZ § 7.22.4 A. Location, B. Land Area & C. Frontage, requirements need to be applied the same way they would with any other application. As to the portion of 440 Buckland Road, the Application does not comply. There is no statutory provision allowing zoning commissions to condition zone changes upon other actions or other events. The Application in this case must be denied.

BY: _____

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

² Kaufman v. Zoning Com'n of City of Danbury 232 Conn 122, 147, 653 A.2d 798, 812 (1995)

TOWN OF SOUTH WINDSOR
PLANNING & ZONING COMMISSION
APPLICATION FORM

Exhibit A

Application Number: _____
Official Receipt Date: _____
VPC Application #: _____

APPLICANT: The Metro Realty Management Corporation

PROJECT NAME: 240 Deming Street

COMPLETE LOCATION OF PROPERTY: 240 Deming Street and portion of 440 Buckland Road

OWNER OF RECORD ON LAND RECORDS: Calvary Church of the Assemblies and Berry Patch II Associates L.P.

OWNER ADDRESS: c/o Metro, 6 Executive Drive, Suite 100 - Farmington, CT 06032

GIS PIN # 27600240 & 15300440 ZONE AA30 and GD

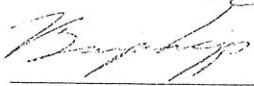
NAME, ADDRESS, TELEPHONE & EMAIL ADDRESS OF PERSON TO WHOM INQUIRIES SHOULD BE DIRECTED:
Ben Tripp, The Metro Realty Management Corporation, 6 Executive Drive #100, Farmington, CT 06032

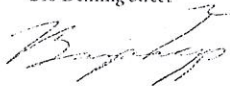
O 860.674.5624/M 860.978.4293, btripp@metro-realty.com.com Estimated presentation time: 30 min

THIS APPLICATION IS FOR: (Check all that apply):

- Zone Change to MAHZ (Public Hearing and Certificate of Mailing Required)
- Open Space Subdivision/Resubdivision (Public Hearing and Certificate of Mailing Required)
- Subdivision Minor Major
- Resubdivision (Public Hearing Required) Minor Major
- Conditional Subdivision
- Special Exception to Table _____ (Public Hearing and Certificate of Mailing Required)
- Site Plan of Development New Modification Building(s) Sq Ft _____
- General Plan of Development
- Earth Filling (Sec. 7.6) and/or Earth Removal (Sec. 7.16) (Public Hearing and Certificate of Mailing Required)
- Regulation Amendment Zoning Subdivision - Attach proposed amendment (Public Hearing Required)
- Temporary and Conditional Permit (Public Hearing Required) for _____
- Temporary and Conditional Permit Renewal for _____
- Detached In Law Apartment or Accessory Apartment (Public Hearing and Certificate of Mailing Required)
- Major Home Occupation (Certificate of Mailing Required) for _____
- Other (explain in detail) _____

PLEASE NOTE: An Application Pending Sign is required to be posted on the property for all applications ten (10) days prior to being heard by the Commission.


Signature of Applicant
Benjamin Tripp, Director of Development
The Metro Realty Management Corp.
Print Name of Applicant

240 Deming Street

Signature of Property Owner
Benjamin Tripp, Agent of Owner (see attached)
Calvary Church of the Assemblies
Print Name of Property Owner

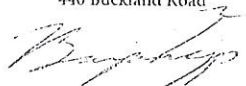
440 Buckland Road

Signature of Property Owner
Benjamin Tripp, Director of Development
Berry Patch II Associates Limited Partnership
Print Name of Property Owner

Exhibit B

METRO REALTY

THE METRO REALTY MANAGEMENT CORPORATION

May 24, 2023

Planning and Zoning Commission
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Re: 240 Deming Street – Proposed zone change from Buckland Road Gateway Development Zone (“GD”) to Multifamily Assisted Housing Zone (“MAHZ”)

Dear Chairman Pacekonis and Honorable Members of the Commission:

The Metro Realty Management Corporation (“Applicant”), the contract owner of 240 Deming Street in South Windsor, Connecticut (the “Property”), hereby files an application to rezone a portion of the Property, as well as a portion of the adjacent 440 Buckland Road (“Berry Patch II”), from GD to MAHZ for the proposed development of mixed-income housing that meets the definition of “assisted housing” under Connecticut General Statutes 8-30g.

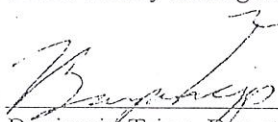
In accordance with Section 7.22.2 A. of the South Windsor Zoning Regulations, included with this application is a conceptual plan of the proposed development that shows the general layout of the site, along with coverage calculations, yard requirements, parking, and traffic circulation to demonstrate that the concept is feasible within the requirements of the MAHZ regulation. Specific details, including but not limited to final grading and drainage calculations, full landscaping and buffering plan, the number and screening of dumpsters, etc., are not included in this concept plan. If the zone change is approved, Applicant will return with a fully engineered site plan to seek special exception and site plan approval.

Currently, the Property consists of 5.96 acres and two zones – approximately 4.82 acres are currently zoned GD, and approximately 1.14 acres are currently zoned AA-30. Applicant is proposing to leave the AA-30 zoning in place and rezone only the GD portion of the Property. Additionally, a portion of Berry Patch II totaling approximately 0.36 acres (which is also currently zoned GD) is proposed to be rezoned to MAHZ. Berry Patch II is owned by an affiliate entity of the Applicant.

If this zone change is approved, it will be conditioned upon a future to a lot line modification between the Property and Berry Patch II, as well as a future resubdivision of the AA-30 component of the Property, so that new property lines will correspond to the new zone boundaries.

We look forward to presenting support for this proposed zone change at a public hearing on the soonest available date.

Sincerely,
The Metro Realty Management Corporation

By: 
Benjamin Tripp, Director of Development

6 Executive Drive, Suite 100 | Farmington, CT 06032
www.metro-realty.com

Affirmative Action / Equal Opportunity Employer



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Hartford, CT 06103
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hinckleyallen.com

Timothy S. Hollister
(860) 331-2823 (Direct)
(860) 558-1512 (Cell)
thollister@hinckleyallen.com

EXHIBIT B EXHIBIT B
EXHIBIT B EXHIBIT B

September 5, 2023

VIA OVERNIGHT MAIL AND EMAIL TO M. LIPE at Michele.Lipe@southwindsor-ct.gov

Chair Bart Pacekonis, and Planning and Zoning
Commission Members
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Michele Lipe, Town Planner
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Re: **Application of Metro Realty for Rezoning of 240 Deming Street and part of 440 Buckland Road**

Dear Chair Pacekonis, Commission Members, and Ms. Lipe:

We are writing on behalf of Metro Realty to address the filing by Attorney Parks, representing opponents, at the August 15, 2023 public hearing. That filing made three claims:

1. Metro’s pending rezoning application (and eventual development plan) violates a 2004 covenant that restricts occupancy at Berry Patch to people over the age of 62;
2. The proposed rezoning should not be approved because it includes the triangular parcel at the north/east boundary that is already encumbered by a conservation easement that was part of the 2004 Berry Patch approval; and
3. The parcel to be rezoned, due to its current GD Zoning, does not qualify for rezoning to MAHZ under § 7.22.1.A. of the Zoning Regulations.

Attorney Parks’ filing is factually and legally deficient, as explained below:

Age Restriction

The claims are incorrect. *Occupancy of the residential units* at Berry Patch is subject to an age restriction. The age restriction applies to the units themselves, not the real property on which they are located. Put another way, the restriction is an occupancy/tenancy rule, for units, not a restriction on the use of the underlying land. The proposed rezoning and eventual

Chair Bart Pacekonis, Planning and Zoning
Commission Members and Michele Lipe
September 5, 2023
Page 2

development will not in any way alter or shorten the age restriction period at Berry Patch. Also, Attorney Parks' clients have no legal interest in age-restriction compliance, which is a regulatory compliance matter among the occupants of Berry Patch, the development owner, the Commission, its Zoning Enforcement Officer, and the Connecticut Housing Finance Authority. The development will remain in compliance. Finally, the proposed rezoning does not propose any units on Berry Patch land.

Conservation Easement

As shown on the attachments, at Tabs 1 and 2, the 2004 Conservation Easement to the South Windsor Land Trust does not include any of the land proposed for rezoning in the presently pending application, including the triangle. In addition, the Conservation Easement states, in its first paragraph, that ["This] easement shall not encumber any portion of the land of the Grantor [Berry Patch II Associates, L.P.] which is an upland review area (i.e., area not located within the limits of inland wetlands areas as designated by the applicable regulatory authority)." The same limitation appears on page 4 of the easement.

MAHZ § 7.22.1.A

This claim is incorrect in several ways. First, the MAHZ regulation allows parcels zoned GD to be proposed for rezoning to MAHZ: "Commercial properties adjacent to residential areas may be considered for MAHZ." All of the proposed rezoning parcels are zoned GD, a commercial zone. Second, the "triangle" is part of an overall parcel to be rezoned; it only makes sense to evaluate what is proposed for rezoning rather than existing parcels that may be separate lots. Third, the regulation refers to "adjacent" land, which means nearby but not necessarily having a common boundary. "Contiguous" is different from "adjacent."

Thank you for your attention.

Very truly yours,



Timothy S. Hollister

TSH:afz
Enclosure

cc: Attorney John Parks
Metro Realty
SLR Consulting

Tab 1

40
u 31
32

Berry Patch II Assoc LP
6 Executive Dr. S.100
Farmington, CT 06032

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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.



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File# 02888

7

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 slightly 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 Farmington.

HABENDUM

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

[signature to follow on next page]

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:

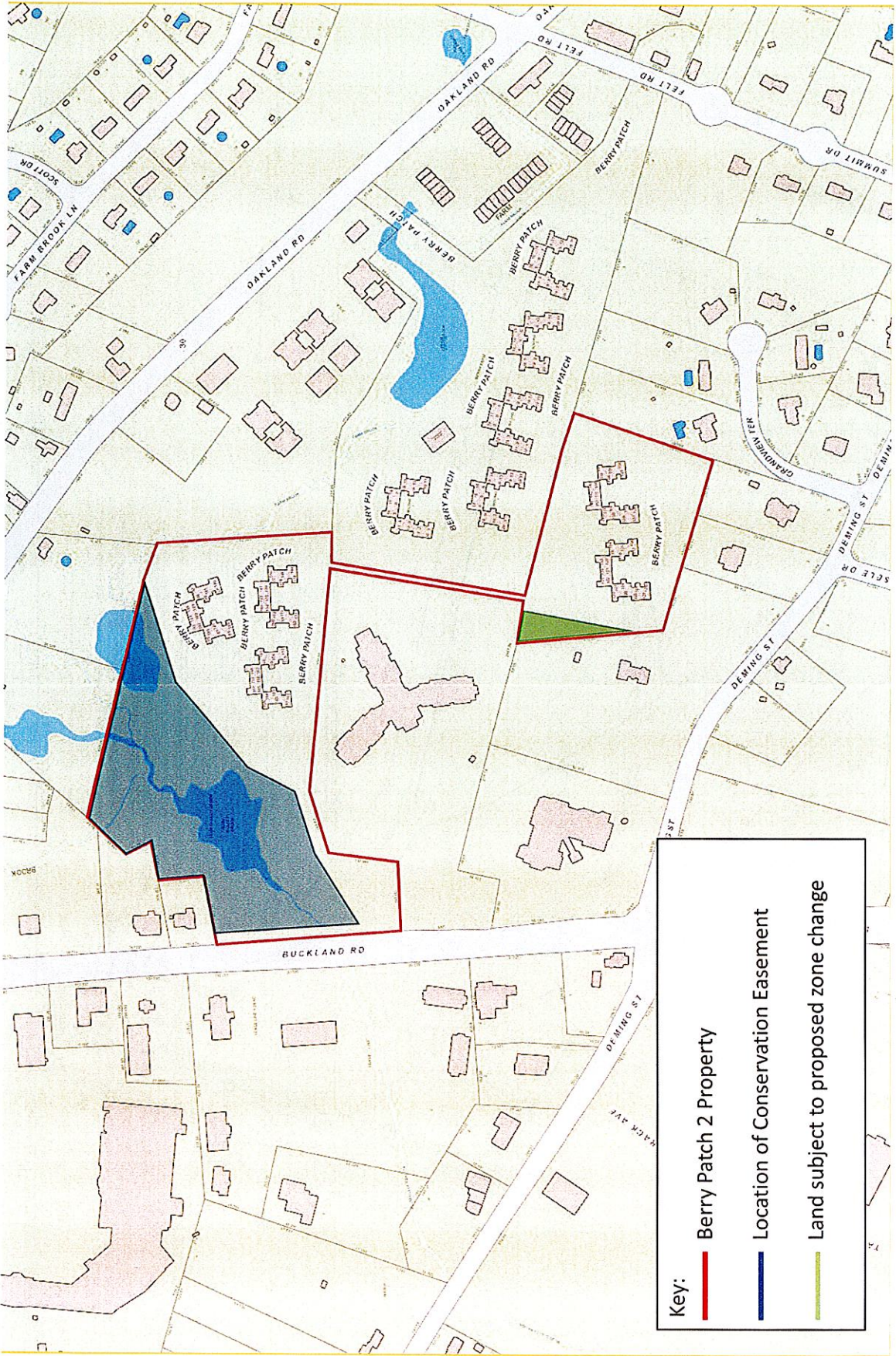
Beginning at a point at the northwest corner of the property herein described, said point being in the southerly property line of N/F Dennis C. & Sharon E. Platt as shown on the Map and also being approximately 6.00 feet from an iron pin, in a northeasterly direction, as shown on the Map;

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 Malyszczycski, partly by each, in all a distance of 677.63 feet to an ¾ 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

Tab 2



Key:

- Berry Patch 2 Property
- Location of Conservation Easement
- Land subject to proposed zone change

EXHIBIT C EXHIBIT C
EXHIBIT C EXHIBIT C

Memo

To: Planning and Zoning Commission
From: Michele M. Lipe, Director of Planning
Date: 9/6/2023
Re: Second petition against Zone Change

At the PZC meeting, the opponents submitted a second petition against the Zone Change. Staff has evaluated this petition to determine if it meets the requirements of CGS 8-3 (b) that would require a 2/3 majority vote by the Commission to approve the zone change.

Staff reviewed the petition, verified property owners that had signed the petition that fell within the 500-foot radius. There was one additional valid signature from the original petition submitted (see highlighted in yellow below), We calculated the total acreage within the 500-foot radius -sum of acreage listed on the applicant Zone Change Map - and determined that acreage was 35.54 ac. We then calculated the 20% acreage needed to be 7.1 ac.

Below is a table of the properties that fall within 500 feet and the acreage of the land they own with the 500 foot boundary. The total acreage is 5.564 acres, falling short of the threshold of 7.1 ac. needed. Therefore, the petition does not meet the threshold to require a 2/3 majority vote.

Total area within 500' of the area of the zone change = **35.564 ac.**

20% of the total area within the area of the proposed zone change = **7.1ac.**

Lots w/in 500' on the petition	Lot size (ac)	Lot area w/in 500' (ac)	
241 Deming St	0.76	0.76	
247 Deming St	0.72	0.72	
260 Deming St	1.19	1.19	
15 Grandview Terr	1.41	1.41	
25 Grandview Terr	1.73	0.06	
20 Sele Dr	1.52	1.14	
33 Sele Dr	1.82	0.28	
285 Deming St*	0.69	.004	
Total		5.564	

If you have any questions on any of this information, please feel free to contact me.