

## Town of Old Saybrook

### Request for Proposals

# The Preserve Forest Stewardship Plan

The Town of Old Saybrook (the “Town”) intends to contract for the services of an experienced consulting firm to develop a Forest Stewardship Plan (FSP) for an 890± acre area, known as The Preserve, in the northeast section of the Town. The Preserve contains over thirty vernal pools, several plants and animals of special concern and a variety of forested and non-forested upland habitats. The goal is to manage The Preserve as a multi-use forest to support public recreation and education, to maintain important natural communities and habitat, to protect threatened plant and animal populations and to increase forest and habitat diversity as may be appropriate. The Town seeks a qualified firm with demonstrated experience in developing FSPs in conjunction with natural resource and public recreational use assessments.

### Critical Dates

Questions Deadline: August 16, 2016 at 4:30 pm E.T.

Response to Questions Deadline: August 23, 2016

Proposal Submission Deadline: September 2, 2016 at 3:00 pm E.T.

### Address Completed Proposals to:

Lee Ann Palladino / The Preserve Forest Stewardship Plan  
Town of Old Saybrook  
302 Main Street  
Old Saybrook, CT 06475

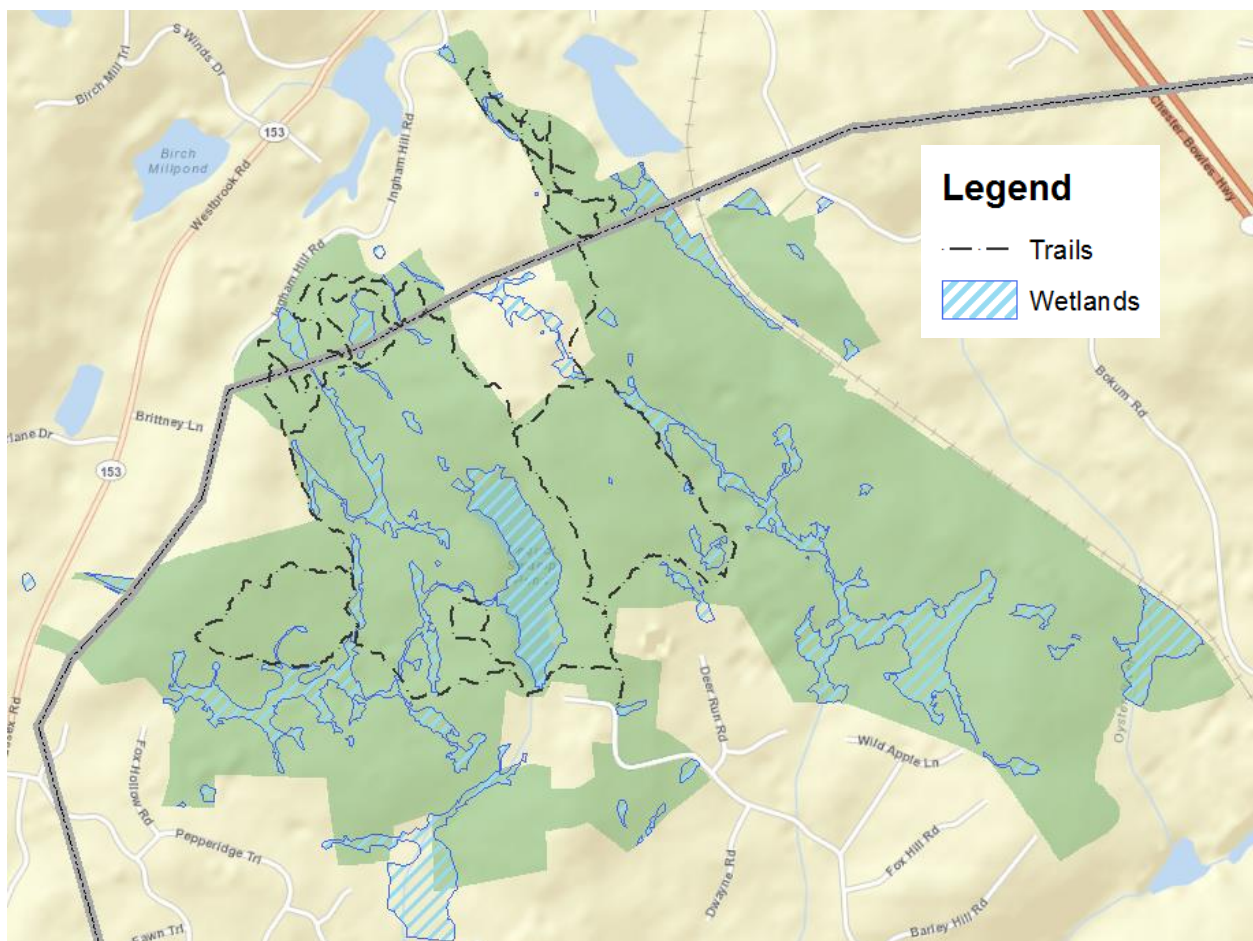
Firms submitting proposals by the above deadline will be evaluated based on their experience and the degree to which their proposal meets the project’s goals. The Town reserves the right to reject any and all proposals or any part thereof.

## **1.0 BACKGROUND**

The Preserve is an 890± acre tract of land jointly owned by the Town and the Connecticut Department of Energy and Environmental Protection (DEEP). It was acquired in the spring of 2015 and is managed by a Cooperative Management Committee (CMC) with a representative from DEEP and a representative from the Town under the terms of a Cooperative Management Agreement which is included as Attachment A. The Nature Conservancy (TNC) holds a Conservation and Public Recreation Easement (Conservation Easement Agreement) on the property to insure it will be maintained predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation. The Conservation Easement Agreement is included as Attachment B.

An ad hoc committee was established by the Old Saybrook Board of Selectmen to assist the Town's CMC member and to provide citizen input. The ad hoc committee has members from Westbrook, Essex, Old Saybrook boards and commissions and the general public.

The map below shows the location of The Preserve and abutting portions in Essex and Westbrook (areas in Essex are not included in this RFP) along with interim trails and inland wetlands mapped by consultants for the previous owner.



Prior to the acquisition of The Preserve, River Sound Development Corporation had proposed a conservation subdivision and golf course for the property. As part of the subdivision and inland wetland application processes, a great deal of data about site conditions and natural resources was collected, all of which will be available to the consultant selected for this RFP.

The overall goal of the work to be performed under this RFP is to develop a long-term FSP that is sensitive to maintaining and/or improving the overall character of the forest and natural communities within it, protecting threatened plants and animals, cultural features and unique habitats, increasing habitat diversity through managed changes in forest composition, age and structure while also providing for and maintaining public access, recreation and educational opportunities. The plan should recommend specific actions that should be taken and lay out an implementation timeframe with cost estimates. The FSP must be prepared according to the terms of the conservation easement held by TNC, consistent with the permitted uses of the Property, and be based upon the finding of a Natural Resource Assessment and Public Use Assessment.

While The Preserve is jointly owned by the Town and DEEP and is managed by the CMC, the Town is administering this RFP. The contract for the work to be performed under this RFP will be between the Town and the selected firm; however all decisions concerning the award of the contract and review of work done under the project's scope of work jointly will be made by the CMC.

## **2.0 SCOPE OF WORK**

The selected consultant will be required to prepare a comprehensive FSP. The plan should include the following components and follow the FSP outline included in Appendix C:

- A thorough review of existing natural resources data collected for the property, available from the Town, State and other organizations, to identify unique or valuable natural areas that should be protected. As necessary, additional field work should be conducted to verify the accuracy of existing data;
- A complete assessment, including a statistically reliable forest inventory, of all forest stands on the property;
- A recreational use assessment that identifies appropriate low-intensity recreational activities that can be supported in The Preserve. This assessment should include a review of the existing interim trail system<sup>1</sup> and its impacts/benefits on the forest ecosystem along with recommendations on how to improve the trail system;
- A complete assessment of the forest vegetation and natural communities in order to quantify forest health and habitat diversity for wildlife;
- A long term management plan (minimum of 10 years) with recommendations and actions that include: a work plan for silvicultural operations, maintenance of roads, trails and boundaries, invasive species identification and management, wildlife habitat management (including deer population), habitat improvement and diversification and other recreational enhancements, consideration for setting aside natural area(s) within The Preserve. [see appendix definition: ...'area set aside for perpetuity because of "outstanding scientific, educational, biological, geological, paleontological, or scenic value". May be managed to maintain their unique characteristics'];
- Discussion of site context within larger ecosystem of region; opportunity for recreational and migratory connectivity, and potential changes to site as climate shifts.
- A minimum set of maps as described below to include:
  1. **Topographic map.** Clearly show the management area with scale and north arrow. This map will precede the narrative body of the plan to help the reader understand the site's location, general land forms, and adjacent land uses.
  2. **Stand identification base map.** Clearly identify stand bounds and their relationship to roads, site boundaries, brooks, trails and other important landscape features. A

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<sup>1</sup> The interim trail system is based on trails that existed on the property at the time of its acquisition. It is anticipated that they will be replaced in the future with a well-designed system of trails to provide a variety of hiking experiences, access visual overlooks and avoid sensitive natural areas.

stand is a management unit that may overlap roads or trails and if access permits may overlap brooks. Each stand will be identified by number or letter.

3. **Site quality map.** Clearly identify good, medium and marginal growth capability sites within areas where active management of vegetation is recommended, including invasive species or species expected to be at risk for insect/disease in the near future. Identify areas not requiring active management.
  4. **Forest type, size, quality map.** By forest type, where active management of vegetation is recommended, identify size class by reference prescription.
  5. **Special features map.** Identify the location (and boundaries of large areas) of features of probable interest to the public or which may require special management practices.
    - Cultural – cemetery, building, foundation, seed orchard, mine, quarry, mill or village foundation.
    - Recreation – shooting range, picnic/camping area, formal trail, special fishing area, parking areas, boat launch, high maintenance wildlife areas.
    - Natural Areas and Old Forest Land Management Sites – legislated, departmental.
    - Unique wetland areas including vernal pools and noteworthy natural communities (particularly good examples of CT natural communities).
    - Critical Habitat – Rare and endangered vs. species of special concern
  6. **Work plan map.** This map should clearly identify the locations of forest blocks recommended for thinning, regeneration, habitat improvements, etc.
- Forest stand spatial data developed for the FSP and used to produce the above maps must be delivered in an ESRI file geodatabase format using the geodatabase schema of the DEEP Forestry Division. (See Appendix D)
  - In addition to the FSP, the selected consultant will be required to attend meetings with Town and DEEP staff. At a minimum, the three meetings outlined below should be planned for. Recommendations for any additional meetings should be included in the response to this RFP.
    1. After contract award but before the initiation of field work, meet with the CMC and members of The Preserve ad hoc committee to review and refine overall project goals. Meeting to be held at Town Hall, Old Saybrook.
    2. After the completion of field work, meet with DEEP biologists, environmental analysts, and recreation managers to establish management objectives from a broader, ecosystem-wide perspective. Meeting to be held at the DEEP Eastern District Headquarters, Marlborough CT.
    3. Schedule and present the draft plan to local interest groups and the general public to be held at a suitable location in Old Saybrook (The Town will provide space for

this meeting). Provide an opportunity for public comment and incorporate feedback into the comment section of the plan.

### **3.0 DELIVERABLES**

10 color copies of the final Forest Stewardship Plan and maps.

A PDF version of the final Forest Stewardship Plan and maps.

Copies of all geospatial data developed for the FSP in an ESRI file geodatabase format. Forest stand data must be in DEEP's forestry.gdb format (See Appendix D). All geospatial data must be in CT State Plane coordinates (feet) NAD 83.

#### **4.0 SUBMITTAL REQUIREMENTS**

By submitting a proposal, proposers represent that they have thoroughly examined and are familiar with the scope of work outlined in this RFP and are capable of performing the work to achieve the objectives stated.

##### **Primary Project Responsibility**

Any team of consultants must identify and clearly explain which company will be the Prime Consultant. Only the Prime Consultant will enter into a contract with the Town of Old Saybrook. All other parties will be considered sub-contractors to the Prime Consultant. Regardless of which Consultant performs the work, the Prime Consultant is responsible for the performance of all contract work.

#### **CRITICAL DATES**

Questions Deadline: August 16, 2016 at 4:30 pm E.T.

Response to Questions Deadline: August 23, 2016

Proposal Submission Deadline: September 2, 2016 at 3:00 pm E.T.

RFP respondents are asked to organize their proposals in the order requested, in accordance with the following format:

1. **Prime Consultant.** Provide the company name and mailing address, chief executives name, title, mailing address, phone number, fax number, email and website addresses of the Prime Consultant. Provide similar information for all sub-consultants to work on the project.
2. **Statement of Qualifications.** Provide a brief description of your firm, and all sub-consultants, and a description of the relevant experience of your firm, and all sub-consultants, as it relates to this RFP. Include resumes of all key staff who will be assigned to this project. Provide a list of municipalities, companies or individuals for which the firm has provided similar services in the last three to five years. Please also include the name and contact information for these references
3. **Work Plan Process, Approach and Timetable.** Provide a detailed and thorough description of the proposed work plan to accomplish the tasks outlined in this RFP. The work plan should identify the project manager and key staff assigned to various elements of the work plan and all sub-consultants that will work on project tasks. The estimated time and completion date should be included along with any additional tasks that the consultant finds will enhance the final plan. Key staff and sub-consultants can only be changed with the approval of the Town.
4. **Price Proposal and Estimated Costs.** Provide a base price for the FSP which includes a detailed budget to complete the tasks as outlined in the proposed work plan. Include costs

for personnel (anticipated hours, hourly rate, and associated travel costs) and materials and other costs as may be necessary to complete the proposed work pan. Proposals must include a statement that the proposal is valid for a period of at least ninety (90) days from the date of its submission.

5. **Minimum Insurance Requirements.** The selected consultant shall agree to maintain in force at all times during which services are to be performed the following insurance coverage placed with a company(ies) licensed to do business in the State of Connecticut:

General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$ 1,000,000
	Aggregate	\$ 1,000,000

\* The Town of Old Saybrook the State of Connecticut shall be named as “Additional Insured”. Coverage is to be provided on a primary, noncontributory basis.

Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employ	\$500,000
	EL Disease Policy Limit	\$500,000

6. **Response Page.** Respondents must submit a completed and signed Response Page (See APPENDIX A) with its response to this RFP.
7. **Non-Collusion Statement.** Respondents must submit a properly signed Non-Collusion Statement (See APPENDIX B) with its response to this RFP.

**Proposals should be sealed and must be received no later than September 2, 2016 at 3:00 p.m. E.T.** Proposals should be delivered to Lee Ann Palladino / The Preserve RFP, Town of Old Saybrook, 302 Main Street, Old Saybrook, Connecticut, 06475. **Any responses received after this date and time will not be considered.**

**All proposals should be clearly marked “Town of Old Saybrook, The Preserve Forest Stewardship Plan.”** Include four (4) printed copies of the proposal and one digital copy as a PDF file. The Town of Old Saybrook will only accept submittals for all parts of the project. No partial submittals will be accepted.



## **QUESTIONS**

All questions relevant to the development and submission of a proposal are to be directed in writing via email to:

RFPquestions@OldSaybrookCT.gov

**No oral interpretations shall be made to any respondent** as to the meaning of any part of this RFP and supporting documents. Every request for an interpretation shall be made in writing and must be received by August 16, 2016 at 4:30 p.m. E.T.

Town staff will arrange as addenda all questions received as above provided and the decisions regarding each. The addenda shall be made a part of this RFP. Town staff will post a copy of any such addenda to the Town of Old Saybrook's website on the Bids & RFPs page, located at [www.oldsaybrookct.gov](http://www.oldsaybrookct.gov), by COB August 23, 2016. **It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from Town of Old Saybrook's website.**

## **EVALUATION AND AWARD**

### **Selection Process:**

All proposals will be reviewed by the CMC (one DEEP and one Town representative), a representative of TNC and one or more members of The Preserve ad hoc committee.

Proposals which fail to include complete responses to all of the information requested may be disqualified.

A short list of finalists will be developed and firms may be interviewed by the CMC. If interviews are required, the bidder will be notified of the time, date and information to be presented.

The CMC expects to select a firm no later than September 23, 2016. If necessary, the CMC reserves the right to extend the review period.

### **Evaluation Criteria**

Proposals will be evaluated based on what is deemed to be in the best interest of the CMC, including such factors as the consultant's and any sub-consultant's experience and expertise, clarity and creativity of the proposal, recommendations of entities for which the consultant previously provided services and the total proposed cost. Cost will not be the sole factor in evaluating bids.

Qualifications and experience of the project manager and key personnel to be assigned to the project.

Price proposal including the thoroughness and clarity of the proposed budget.

## **ADDITIONAL INFORMATION**

The CMC reserves the right to reject any or all proposals or any part thereof, waive technicalities, to advertise for new proposals, and to make awards as may be deemed to be in the best interest of the CMC.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of DEEP or the Town will be disregarded.

The contents of the successful proposal may, at the Town's option, become part of the contract entered in by the successful party and the Town.

Any and all modifications to the RFP must be in writing.

The Town assumes that personnel identified in proposals will be available for the project. For the firm awarded a contract under this RFP, any changes in project personnel must be approved by the Town.

The proposer is required to prepare its proposal in accordance with the RFP, including any modifying addenda. Proposers must disclose in writing any exceptions to the RFP.

Proposers must inform the Town of information concerning any:

- Listing on the State's Disbarment List or List of Parties Excluded from Federal Procurement.
- Ineligibility, per Connecticut General Statute Section 31-57b, to be awarded the contract because of occupational safety and health violations.
- Arbitrations and litigation.
- Criminal proceedings.
- State or local ethics law, regulation, ordinance and /or policy violations.

The Town reserves the right to request additional information from proposers, subsequent to the opening of bids.

The proposer is solely responsible for the costs of preparing and presenting its proposal.

Submitted proposals are the Town's property and will not be returned.

The proposer is presumed to have full knowledge of the RFP and any addenda, the project scope of work to be done, and all applicable laws.

Any and all information received from proposers is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. Proposers should not include any information deemed proprietary in their proposal.

The making of a preliminary award to a proposer does not constitute a contract and does not provide the proposer with any rights and does not impose upon the Town any obligations. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

By offering a submission to this RFP the respondent certifies that it has not divulged to, discussed or compared its proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Respondents must complete the Non-Collusion Statement (APPENDIX B) and submit with proposal.

Where applicable, firms must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.

News releases pertaining to this RFP of the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the DEEP and Town.



## APPENDIX A

### RESPONSE PAGE

#### Acceptance of Terms of this Agreement

Name of Proposer:

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Contact Person:

\_\_\_\_\_ CT Forest Certification # \_\_\_\_\_

Address:

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City/State/Zip

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.



## APPENDIX B

### Non-Collusion Statement

#### The Preserve Forest Stewardship Plan

The individual or firm responding to this Request for Proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an individual or an authorized agent of our firm to constitute a valid statement.

Date: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Doing Business as (Trade Name): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name and Title of  
Authorized Officer: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_





## APPENDIX C

### Standard Outline of Forest Stewardship Plan

- I. Maps
  - A. Topographic map (include with narrative as locator map) 1"=1000'
  - B. Stand identification base map of (roads, bounds, brooks and trails) 1"=1000'
  - C. Site Quality map 1"=1000'
  - D. Forest type, size, quality map 1"=1000'
  - E. Special features map 1"=1000'
    - 1. Cultural
    - 2. Recreation
    - 3. Natural Areas and old Forest Land Management Sites
    - 4. Critical Habitat
  - F. Work Plan 1"=1000'
- II. Title Page
  - A. Forest
  - B. Town
  - C. Acres
  - D. Management Period Covered
  - E. Author
  - F. Acknowledgements
- III. Table of Contents
- IV. Body
  - A. Executive Summary
  - B. History
    - 1. Reason(s) for acquisition and funding sources
    - 2. Development of resource prior to and after acquisition
    - 3. Changes in the last 10 years
  - C. Acres and Access
    - 1. Acres
    - 2. Present access (roads for public and truck roads) (gates)
    - 3. Inaccessible areas (acres) and access potential
    - 4. ROWs
    - 5. Boundary conditions and total miles of boundary
    - 6. Known boundary problems
  - D. Special Use Areas
    - 1. Lakes and ponds
    - 2. Rivers and streams
    - 3. Cultural sites
    - 4. Recreation and scenic sites – trails and signs
    - 5. Critical Habitat (State listed rare or endangered plants and animals)
    - 6. Natural Areas/Natural Area Preserves
    - 7. Old Forestland Management Sites
    - 8. Research Areas
    - 9. Miscellaneous (sugarbush, homeowner firewood, water mains, aqueducts, gravel sources)
  - E. Resource Management Concerns
    - 1. Trails
    - 2. Threats

3. Unauthorized or illegal activity
- F. Wildlife Habitat – DEEP wildlife (note author if assistance is provided)
  1. Investment in habitat improvement
  2. Existing diversity situation – wetlands
  3. Landscape context – DEEP Wildlife
  4. Wildlife Based Recreation – DEEP Wildlife
- G. Vegetative Condition
  1. Silviculture-Rotations and cutting cycles used (acres of each)
  2. Forest type, size class, and condition class on areas to be managed including unique understory vegetation where such exists

Forest size classes by forest type (total forest) – This may be chart or graph covering all forested land (Sample below)

Type	Seedling-Sapling	Pole Timber	Sawtimber	All Size	Total
Mixed Hardwood					
Northern Hardwood					
Softwood Hardwood					
Total Acres					
Grand Total Acres					

#### Mixed Hardwood Management Unit

Size Class	OK at present	THIN – overstocked acceptable AGS	REGENERATE – Unacceptable AGS
Seedling-Sapling			
Pole Timber			
Sawtimber			

#### Northern Hardwood Management Unit

Size Class	OK at present	THIN – overstocked acceptable AGS	REGENERATE – Unacceptable AGS
Seedling-Sapling			
Pole Timber			
Sawtimber			

#### Softwood Hardwood Management Unit

Size Class	OK at present	THIN – overstocked acceptable AGS	REGENERATE – Unacceptable AGS
Seedling-Sapling			
Pole Timber			
Sawtimber			

3. Forest Health-Understory concerns, invasive exotic plants, insect and disease concerns, and weather-related damage.
- H. Landscape Context – Forestry – adjacent land uses
- I. Specific Acquisition Desires
- J. Public Involvement

- K. Adaptive Management
- L. 10 Year Goals
- M. Work Plans [Note which Division is responsible for work when appropriate]
  - 1. Road Maintenance and /or Road Construction, gates and signs
  - 2. Boundary marking
  - 3. Stream improvement
  - 4. Cultural site maintenance
  - 5. Recreation or scenic site work
  - 6. Improvement of critical habitat
  - 7. Trail maintenance
  - 8. Wildlife habitat improvement (Upland wildlife opening work or leasing)
  - 9. Wildlife population control methods
  - 10. Forest stand harvests [list or table] thinning, regeneration, conversion, tsi, planting, chemical controls, burning, pre-fire suppression work, Rx burns
- V. Appendices
  - A. Comments
  - B. References
  - C. Additional appendices. [use additional capital letters as needed]



## **APPENDIX D**

### **DEEP Forest Stand Geodatabase**

DEEP has developed a standardized ESRI file geodatabase to manage its forest stand geospatial data. Use of the geodatabase insures the standardization of forestry data collected and automated by a variety of contractors and collaborating organizations and facilitates DEEP's use of the data. The selected contractor for this project will be required to deliver forest stand geospatial data using DEEP's standardized file geodatabase.

A copy of the geodatabase, named forestry.gdb which includes one feature class named DEP\_FOREST\_STAND, is posted on the Town's website on the Bids and RFPs page and can be downloaded for inspection or use.

Firms responding to this RFP can obtain additional information about DEEP's standardized forestry file geodatabase by contacting Elizabeth Doran at [Elizabeth.doran@ct.gov](mailto:Elizabeth.doran@ct.gov)



**ATTACHMENT A**

**Cooperative Management Agreement**





## COOPERATIVE MANAGEMENT AGREEMENT

THIS COOPERATIVE MANAGEMENT AGREEMENT is made by and between the STATE OF CONNECTICUT, (hereinafter "the State") acting herein by Robert J. Klee, Commissioner of the Department of Energy and Environmental Protection, duly authorized under the provisions of section 58 of Public Act 14-98 for mutual benefit and consideration and the covenants herein reserved and contained, and the Town of Old Saybrook, a municipal corporation, having its territorial limits within the County of Middlesex, and State of Connecticut, acting herein by Carl P. Fortuna, Jr., its First Selectman, (hereafter "the Town");

### WITNESSETH:

That the State and the Town own certain land as tenants in common, and they desire to establish a means to cooperatively manage such land commonly known as The Preserve for conservation and passive recreational uses. The State and the Town acquired this land subject to a conservation easement in favor of The Nature Conservancy, Inc., a nonprofit corporation incorporated under the laws of the District of Columbia, with offices at 55 Church Street, New Haven, CT, 06510.

### NOW THEREFORE:

Subject to and in consideration of the stipulations, restrictions and mutual covenants herein contained, and those contained within the conservation easement referenced above, the State and Town do hereby agree to cooperatively manage that certain piece or parcel of land situated in the Town of Old Saybrook and the Town of Westbrook, County of Middlesex and State of Connecticut, being a portion of The Preserve ("the Property") as more particularly as depicted and described on that certain map entitled "Monumented Property Survey Map of the Perimeter of Lands of River Sound Development, LLC, Essex Road – Connecticut Route 153, Ingham Hill Road – Bokum Road, Essex, Old Saybrook, Westbrook, Connecticut" dated: October 7, 2013; Map Revised To February 18, 2014, scale: 1"=500' (1"=100' Sheets 2 to 15), prepared by Stein Survey PO Box 1097, 1163 Boston Post Road, Westbrook, CT 06498, a copy of which is on file at the offices of the Department of Energy and Environmental Protection, Land Acquisition and Management, 79 Elm Street, Hartford, CT 06106. A metes and bounds description of the Property being set forth in **Schedule A** attached hereto:

The following and those attached as **Schedule B** are the stipulations, conditions and covenants to which the State and the Town expressly agree:

1. **Term.** The term of this Cooperative Management Agreement (the "Term") shall be for a period of 30 years, commencing on the date of its approval as to form by the Attorney General of the State of Connecticut, subject to renewal as described below.
2. **Cooperative Management Committee.** The State and the Town agree to establish a committee to make decisions on the use of the Property, use of the Stewardship Account

described below, and to set the roles and responsibilities of cooperative management of the Property not specifically addressed herein.

- (a) Committee membership. The State and the Town shall each designate one representative to the Cooperative Management Committee (the "Committee") that will be able to make decisions for their respective organization, as contemplated herein. A representative of The Nature Conservancy, Inc., shall be designated as a non-voting member. The Committee may appoint an additional non-voting member or members to the Committee that have scientific expertise and knowledge in the areas of land management of open space and forest lands, as well as have specific knowledge of the Property.
- (b) Decision-making. All actions of and decisions by the Committee shall be by unanimous vote of the Committee. Where unanimity cannot be reached, the Committee may appoint a mutually-acceptable third party to decide the action. Such third party shall have scientific expertise and knowledge in the areas of land management of open space and forest lands. The decision by such party will be binding upon the Committee.
- (c) Ad-hoc committees. The Cooperative Management Committee shall have the authority to establish ad-hoc committees to recommend actions to the Cooperative Management Committee on the following topics: public safety, boundary lines and encroachments, passive recreational development and enhancement, forestry management, wildlife conservation, and environmental education.

3. **Use.** Subject to the terms of the conservation easement:

- (a) The Property shall be preserved in perpetuity in its natural and open condition for the protection of natural resources.
- (b) The Property shall be available to the general public for passive recreational activities such as hiking, bird watching, scenic viewing, geocaching, environmental education programming, camping in designated areas with Town authorization through its Parks Department, regulated hunting, fishing, and trapping in areas, at times, and types, and for other related uses, facilities, or structures, which are not referenced or the funding for which is not prohibited in subsection (c) of section 7-131d of the general statutes. Installation of such permanent fixtures as may be necessary to provide such recreational activities shall be permitted, as approved by the Cooperative Management Committee and as authorized by section 58 of Public Act No. 14-98.
- (c) Resources management, including forestry management practices with a forest management plan written by a Certified Forester, shall be permitted, as approved by the Cooperative Management Committee. Construction of improvements necessary for land and natural resource management, and related uses subject to the stipulations, herein, shall be permitted.

4. **Management and Use Plan.** The Cooperative Management Committee shall, within one year of acquisition, adopt a Management and Use Plan for the Property. Such plan shall be subject to the terms of the conservation easement, consistent with the permitted uses of the Property and be founded upon, among other things, the following assessments:
  - (a) **Natural Resource Assessment.** This assessment is a cataloging of the existing and important flora, fauna, water and geological resources, and other natural features of the Property determined by a multidisciplinary group of professionals. The scope of this assessment and the membership of the multidisciplinary group shall be approved by the Committee.
  - (b) **Public Use Assessment.** This assessment is a cataloging of the potential recreational, environmental research, environmental education, and renewable resource management uses of the Property, and the existing recreational resources, and topographic, natural resource characteristics, and other features that may impact the use of the Property. Further, this assessment shall take into consideration adjacent properties that are available for passive recreational use; scenic overlooks and the interconnection of trails among towns; and shall consider actions which will increase the interconnectivity of trails (including, but not limited to, trails between Old Saybrook, Essex, and Westbrook) and scenic overlooks (including, but not limited to, the Pequot Swamp Overlook) and other compatible recreational uses.
5. **Public Safety and Emergency Management.** The Town and the State will have joint authority to police the Property, provided nothing herein shall extend the Town's enforcement authority beyond its borders. In the event of an emergency, the Town will provide its regular emergency services to the Property. The State hereby agrees that the Town will be the applicant to the Federal Emergency Management Agency for damages to the Property resulting from natural disasters.
6. **Boundary Lines and Encroachments.** The State and the Town shall have joint authority to identify boundary line issues and potential encroachments. If a potential encroachment is identified, such information shall be communicated to the Land Acquisition and Management Office within the Department of Energy and Environmental Protection (DEEP-LAM) and to The Nature Conservancy, Inc. If a potential boundary line issues is identified, such information shall be communicated to DEEP-LAM and to The Nature Conservancy, Inc. DEEP-LAM will lead or provide guidance on the resolution of encroachments or boundary line issues.
7. **Access.** Subject to the terms of the conservation easement, the Property shall be available to the general public for passive recreational activities, except that the Cooperative Management Committee may close certain areas of the Property for public safety purposes, to protect sensitive natural resources, or to support active scientific research.
8. **Maintenance.** Subject to the terms of the conservation easement, the State and the Town are permitted to enter into maintenance and stewardship agreements that are consistent

with the management plan for the Property with any party under terms and conditions as approved by the Committee, and in accordance with such State and municipal contracting requirements as may be applicable.

Neither the State nor the Town shall have the authority to require the other to expend funds to maintain the property.

9. <sup>State account</sup> **Stewardship Account.** Pursuant to subsection (d) of section 58 of Public Act No. 14-98, the State is authorized to hold funds for the maintenance of the Property in the Stewardship Account established pursuant to section 23-79 of the general statutes. These funds will be managed separately from other funds that may be deposited into the Stewardship Account for other purposes. The Stewardship Account will receive funds from the State and other parties at or around the time that the State and the Town acquire the Property, within available resources.
- (a) Revenue. The following revenues associated with the use of the Property shall be directed to the Stewardship Account by the Town for use on the Property:
- i. Proceeds from forestry management; and
  - ii. Other revenues as approved by the Committee.
- (b) Expenditures. Funds from the Stewardship Account set aside for the Property shall be used on the Property for the benefit of conservation and passive recreational uses only, within available resources. Uses of the funds shall be approved in advance by the Committee.
- (c) The Town acknowledges that the State may be required to satisfy federal grant requirements with respect to its share of revenues generated through the Property
10. **Fees.** All fees and other charges for the use or enjoyment of the Property shall be approved by the Committee. Fees associated with the use of the Property shall be directed to the Stewardship Account, unless otherwise required by law or identified herein.
11. **Insurance.**
- (a) The Town hereby acknowledges that the State is self-insured.
- (b) The Town agrees to provide the State and The Nature Conservancy, Inc., with proof of insurance with respect to the Property listing the State and The Nature Conservancy, Inc., as Additional Insured.
12. **Taxes.** With respect to the property located in the Town of Westbrook, the Town of Old Saybrook will be responsible for any real estate taxes to be levied by the Town of Westbrook, including any liability that may arise from a request by the Town of Westbrook for any Payment in Lieu of Taxes (PILOT) funds. With respect to the property located in Old

Saybrook, the Town of Old Saybrook agrees that it will not seek PILOT funds for the State's share of the property.

13. **Recordation of Documents.** The Town hereby agrees that the State may record upon the land records of the Town of Old Saybrook and the Town of Westbrook federal grant notices related to the Property or the State's use of the Property as match for federal grants that will encumber the Property. Any such encumbrance shall be in general conformance with this Agreement.
14. **Renewal.** The State and the Town desire to permit two separate options to renew the term of this Agreement for two separate, consecutive additional periods of 30 years each on the same terms and conditions (except as provided herein) as set forth in this Agreement, each renewal shall be exercised by written notice by the Town and written acceptance by the State at least six months before the expiration of the original Agreement.
15. **Termination.** Any party shall have the right to terminate this Agreement after six (6) months written notice to the other party if it is determined to be in best interest of the of the terminating party. After such six (6) months period, this Agreement shall be terminated. Upon any such termination, management of the Property will be the joint responsibility of the State and the Town until such time that the terminated agreement can be replaced.
16. **Notices.** Where written notice is required under this Agreement, such notice shall be deemed sufficiently given if sent by certified mail, return receipt requested, to:

The State:     Office Director  
                  Land Acquisition and Management  
                  Department of Energy and Environmental Protection  
                  79 Elm Street  
                  Hartford, CT 06106

The Town:     First Selectman  
                  Town of Old Saybrook  
                  301 Main Street  
                  Old Saybrook, CT 06475

The Nature Conservancy, Inc:     The Nature Conservancy, Inc.  
  55 Church St., Floor 3  
  New Haven, CT 06510

Provided that said addresses may be changed at any time by written notification by either party, sent as above.

IN WITNESS WHEREOF, the parties have set their hands.

Signed in the  
Presence of:

State of Connecticut  
Department of Energy and  
Environmental Protection

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Robert J. Klee  
Commissioner

\_\_\_\_\_  
Witness:

STATE OF CONNECTICUT     )  
  )     SS: HARTFORD  
COUNTY OF HARTFORD     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Robert J. Klee, Commissioner, Department of Energy and Environmental Protection, State of Connecticut, on behalf of the State.

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

Town of Old Saybrook

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Carl P. Fortuna, Jr.  
First Selectman

\_\_\_\_\_  
Witness:

STATE OF CONNECTICUT )

COUNTY OF ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Carl P. Fortuna, Jr., First Selectman of the Town of Old Saybrook.

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

APPROVED PURSUANT TO SECTION 58 OF PUBLIC ACT 14-98:

APPROVED AS TO FORM:

George Jepsen  
Attorney General

By: \_\_\_\_\_  
Joseph Rubin  
Associate Attorney General

Date: \_\_\_\_\_

**SCHEDULE A**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**



**SCHEDULE B**  
**STANDARD TERMS AND CONDITIONS**

The State and the Town expressly agree to the following stipulations, conditions and covenants:

- I. **Executive Orders.** The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth herein. At the Town's request, State shall provide a copy of these orders to the Town.
- II. **No Waiver.** The failure of the State or the Town to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect with regard to any violations thereof that had theretofore occurred.
- III. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other Section, this Section shall govern.
- IV. **Governing Law; Effectivity.** This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Connecticut. It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Attorney General, all of the State of Connecticut, and when so approved, shall be retroactive in effect to the beginning of the Agreement Term.
- V. **No Exclusive Remedies.** No right, power, remedy or privilege of the State shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed

cumulative and additional and not in lieu or exclusive of each other or of any other remedy available to the State at law or in equity.

- VI. Entire Agreement.** This Agreement and all of the schedules attached hereto together constitute the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, and/or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.
- VII. Severability.** If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be declared to be invalid or unenforceable under Applicable Law by a court or agency having jurisdiction over the subject of any dispute, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted in such a manner so as to give the greatest possible effect of the original intent and purpose of the Agreement.
- VIII. No Derogation of Police Powers.** Nothing in this Agreement shall be in derogation of the valid exercise of the police powers of the State of Connecticut.
- IX. Forum and Choice of Law.** The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Town waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- X. Corporate Authority. The Town represents and warrants to the State that:**
- (a) it is duly and validly existing municipal corporation under the laws of the State of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Agreement;
  - (b) the Town has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;

- (c) the Town has full right and authority to enter into this Agreement for the full term herein granted;
- (d) the Town will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Agreement;
- (e) the execution, delivery and performance of this Agreement by the Town will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound; and
- (f) to the extent that the Town has engaged the services of any person or entity in any capacity to solicit or secure this Agreement, the Town shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement or any assignments made in accordance with the terms of this agreement. The State shall not be responsible under any circumstances for the satisfaction of such consideration.

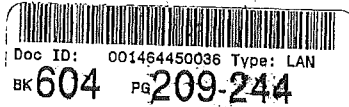


**ATTACHMENT B**

**Conservation Easement Agreement**



Sarah Pellegrino, Esq.  
The Nature Conservancy  
55 Church St.  
New Haven, CT 06510



## CONSERVATION EASEMENT AGREEMENT

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

**WHEREAS**, The Trust for Public Land d/b/a The Trust for Public Land (Inc.) is a California public benefit corporation incorporated under the laws of California as a tax exempt public charity, whose purpose is to create parks and protect land for people, ensuring healthy, livable communities for generations to come ("TPL"); hereinafter GRANTOR;

**WHEREAS**, TPL entered into an Option Agreement for the acquisition of 1,000+/- acres of real property in Old Saybrook, Westbrook and Essex, Connecticut, known commonly as "The Preserve" from River Sound Development, LLC;

**WHEREAS**, TPL will transfer title to a 926.4+/- acre portion of the real property known as The Preserve, located in the Towns of Old Saybrook and Westbrook, Connecticut, to **The State of Connecticut ("the STATE") and The Town of Old Saybrook ("the TOWN")** who will hold title as tenants in common;

**WHEREAS**, pursuant to the terms of the Option Agreement, and prior to conveying title to the 926.4+/- acres to the STATE and the TOWN, TPL will grant this conservation easement, as further defined in Section 1 below, on 891.9+/- acres of real property located in Old Saybrook, Connecticut (the "**Protected Property**");

**WHEREAS**, The Nature Conservancy, Inc. is a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity, whose purpose is to preserve natural areas for scientific, charitable, educational and aesthetic purposes;

**WHEREAS**, in addition to its value as a natural area, the preservation of the above mentioned land will yield a significant public benefit for passive recreation, open space and watershed protection;

**WHEREAS**, the anticipated use of the land by the TOWN and STATE is consistent with the STATE and TOWN's conservation and preservation interests, and The Nature Conservancy, Inc., has a shared interest with the STATE and TOWN in seeing that these conservation-minded practices continue;

**WHEREAS**, PUBLIC ACT 14-98 authorized the Commissioner of Energy and Environmental Protection to acquire the Protected Property subject to restrictions in favor of a non-profit organization, ensuring that it be preserved in perpetuity predominantly in its natural and open condition for the protection of natural resources while allowing for public recreation consistent with such protection, and allowing for improvements and activities necessary for natural resource management, and the installation of permanent fixtures necessary to provide recreational activities;

**WHEREAS**, the Connecticut General Statutes Sections 47-42a through 47-42d authorize the creation and enforcement of conservation easements;

**WHEREAS**, the voters of the TOWN approved a referendum on July 8, 2014, which authorized the TOWN to acquire The Preserve, to appropriate funds for the purchase, to finance the appropriation, and to take all other actions necessary to complete the purchase;

**WHEREAS**, this Conservation Easement shall be in favor of The Nature Conservancy, Inc.;

**WHEREAS**, the specific conservation values of the Protected Property are documented in an Easement Documentation Report, prepared by The Nature Conservancy, Inc., and signed and acknowledged by TPL, TOWN and STATE, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation;

**WHEREAS**, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access and all rules related to such access shall be the sole responsibility of STATE and TOWN;

**WHEREAS**, The Nature Conservancy, Inc., STATE and TOWN agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by STATE and TOWN;

**WHEREAS**, the STATE and TOWN will be developing and adopting plans pertaining to the property including, but not limited to, wildlife management, forest management, natural resource management, public use and recreation, and emergency management, and The Nature Conservancy, Inc., will have the opportunity, but not the obligation, to review and approve said plans as they are developed;

**NOW, THEREFORE**, the Grantor for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of **The Nature Conservancy, Inc., (the "HOLDER")** and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, which shall hereafter include its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over 891.9+/- acres of land situated in the Town of Old Saybrook, County of Middlesex, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will



significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Provision of Public Recreation. The GRANTOR, specifically retains the right and agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, in accordance with a management and use plan to be developed by the State and the Town, and HOLDER will have the opportunity but not the obligation to review and approve the plan. The public shall be defined as any resident of any municipality, state, country or nation. The GRANTOR, may develop passive recreational facilities and support facilities, as described in paragraph 4a below, for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.

3. Prohibited Uses. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement. It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided herein. GRANTOR agrees that the activities or uses contemplated herein shall not unreasonably interfere with the use of the Protected Property by the general public.

4. Grantor's Reserved Rights. All rights not specifically granted are hereby reserved by GRANTOR. Grantor reserves the following rights, so long as such reservations are consistent with the conservation and public recreation purposes above:

a) GRANTOR reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; said silviculture activities will be in accordance with a forest management plan to be developed by the State and the Town and approved by HOLDER; to construct or place signage on the Protected Property to and to construct, maintain and reconstruct additional unpaved parking lots, unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to provide public access, assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) GRANTOR, reserves the right to construct, maintain and reconstruct an access road to town property known as the former CL&P property, the location of which will be determined in the Management and Use Plan adopted for the Property, as referenced in the Cooperative Management Agreement. Such road shall be a gravel surface road and be of a width not to exceed 18 feet. Installation of utilities will be allowed as part of the road construction. The forest canopy over the road must be maintained and existing vegetation retained as close to the road boundary as possible. Appropriate erosion control measures shall be put in place to protect the sensitive wetland areas on the property. The road will be gated and locked when not in use.

c) In addition, GRANTOR reserves the right to construct, maintain and reconstruct emergency access and land management roads, the location of which will be determined in the Management and Use Plan adopted for the Property, as referenced in the Cooperative Management Agreement. Such roads shall be constructed of gravel surface roads and be of a width not to exceed 18 feet. The forest canopy over such roads must be maintained and existing vegetation retained as close to the road boundaries as possible. Appropriate erosion control measures shall be put in place to protect the sensitive wetland areas on the property. There shall be no vehicular access to the Protected Property except for emergency vehicles and vehicles necessary for the permitted land management activities.

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

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

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

5. HOLDER's Rights. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to HOLDER by this Conservation Easement:

a) The right to preserve and protect the conservation values of the Protected Property.

b) Right of Entry. The right to enter the Protected Property at all reasonable times and with prior notice and, if necessary, across other lands retained by the GRANTOR, for the purposes of: (a) inspecting the Protected Property to determine if GRANTOR is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or

without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the GRANTOR; and (e) monitoring and management as described below.

c) Monitoring and Management. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, if necessary, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of HOLDER which may include, but not be limited to, mowing, fencing, trapping, prescribed burning, etc. Any such management activities shall be set forth in a written management plan to be reviewed by the State and the Town.

d) Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 9.

e) Discretionary Consent. HOLDER's consent for activities otherwise prohibited under paragraph 2 above, or for any activities requiring HOLDER's consent under paragraph 4 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 3 are deemed desirable by GRANTOR and HOLDER, HOLDER may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring HOLDER's consent under paragraph 4, shall be in writing and shall describe the proposed activity in sufficient detail to allow HOLDER to judge the consistency of the proposed activity with the purpose of this Conservation Easement. HOLDER may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the HOLDER and GRANTOR have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

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

GRANTOR, shall pay before delinquency all taxes, assessments, fees, and

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

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

GRANTOR agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by GRANTOR in any subsequent deed or other legal instrument by which the GRANTOR divests either the fee simple title or possessory interest in the Protected Property, and GRANTOR further agrees to notify HOLDER of any transfer at least thirty (30) days in advance thereof. The parties hereto understand and agree that the GRANTOR intends, simultaneous with the grant of this Conservation Easement, to transfer the underlying fee interest in the Protected Property to the TOWN and STATE as tenants in common (the "**Fee Conveyance**") and the parties hereto acknowledge that the Fee Conveyance is specifically allowed herein and that the 30 day requirement is hereby waived as to that transfer. HOLDER further agrees that upon the Fee Conveyance from TPL to the STATE and TOWN as tenants in common, TPL shall have no further obligations or liabilities under this Conservation Easement.

8. Miscellaneous.

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

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

c) If any provision(s) of this Conservation Easement or the application thereof to any

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

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

e) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between GRANTOR, and HOLDER in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. HOLDER will use such proceeds for its conservation purposes.

f) One of the main purposes of the Conservation Easement is to perpetually protect an important wildlife area. Therefore, as its purchase is partially funded by a National Fish and Wildlife Foundation grant, notification must be provided to the Foundation of any future circumstance that arises resulting in the termination or extinguishment, in whole or part, of the Conservation Easement. Similar notification must be provided to the Foundation if all or a portion of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority, by condemnation action or an involuntary conversion, so as to abrogate the restrictions imposed by the Conservation Easement. Under any such circumstances, the amount of the compensation to which the HOLDER of the Conservation Easement shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to a termination or extinguishment or from a taking or condemnation action shall be apportioned between the NFWF and the landowner based on their respective interests on the date that the Conservation Easement is recorded. NFWF will use such restored funds to purchase, restore, or enhance similar wildlife habitats.

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

#### 9. Remedies and Enforcement.

a) Standing. By virtue of HOLDER's acquisition of rights under this Conservation Easement, it shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters as it may have which are necessary or incidental to the protection of the property which is subject to this Conservation Easement. Nothing herein shall constitute a waiver of the State's sovereign immunity not otherwise authorized by the Connecticut General Assembly.

b) HOLDER's Remedies. In the event that the HOLDER becomes aware of a violation of the terms of this Conservation Easement, the HOLDER shall give notice to the GRANTOR, at GRANTOR's last known post office address, of such violation via certified

mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. GRANTOR agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant.

c) The failure or delay of the HOLDER, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights.

d) Acts of God. GRANTOR, is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by GRANTOR, under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

e) Emergency Enforcement. If HOLDER, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, HOLDER may pursue its remedies under this paragraph without prior notice to GRANTOR, or without waiting for the period for cure to expire.

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

10. Assignment. The parties hereto recognize and agree that the benefits of this easement are in gross and assignable, and the HOLDER hereby covenants and agrees that in the event it transfers or assigns the conservation easement it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and HOLDER further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

11. Signage. The Nature Conservancy, Inc. with prior approval of the State and the Town, may erect signs posting conservation easement boundary lines, and indicating that The Nature Conservancy, Inc. is the Holder of the Conservation Easement. Additional signs shall be allowed on the Protected Property to, among other things, provide directional information for trails, recognize those who assisted in the protection of the property, and for educational purposes, subject to the approval of the parties hereto, such approval not to be unreasonably withheld.

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

The Nature Conservancy  
99 Bedford Street  
Boston, MA 02111

The Nature Conservancy  
Connecticut Field Office  
55 Church Street, Floor 3  
New Haven, CT 06510

or such other address as may be furnished in writing.

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

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

First Selectman  
Town of Old Saybrook  
302 Main Street  
Old Saybrook, CT 06475

With copies to:

The Trust for Public Land  
101 Whitney Ave  
New Haven, CT 06510

or such other address as may be furnished in writing.


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

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

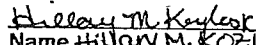
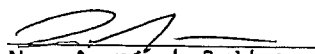
**IN WITNESS WHEREOF**, The Trust for Public Land has hereunto set its hand and seal.

IN WITNESS WHEREOF, The Trust for Public Land has hereunto set its hand and seal.

The Trust for Public Land,  
d/b/a The Trust for Public Land (Inc.)

  
Denise K. Mullane Date 3/30/15  
Assistant Secretary and Counsel  
Duly Authorized

WITNESSES Signature  
Name in print


  
Name Hilary M. KOZIOSKI  
  
Name Lauren L. Butler

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF SUFFOLK )

SS. Boston

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2015, by Denise K. Mullane, Assistant Secretary and Counsel of The Trust for Public Land d/b/a The Trust for Public Land (Inc.), a California public benefit corporation, on behalf of the corporation.

  
Notary Public Brian L. Gallagher  
My Commission Expires 10/29/15



BRIAN L. GALLAGHER  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
October 29, 2015



IN WITNESS WHEREOF, The Nature Conservancy, Inc. has hereto set its hand and seal.

The Nature Conservancy, Inc.

Frogard J. Ryan  
Frogard J. Ryan  
CT State Director  
Duly Authorized  
Date 4/2/15

WITNESSES  
Signature  
Name in print

Martha Rice  
Name Martha Rice  
Sarah Pellegrino  
Name Sarah Pellegrino

STATE OF CONNECTICUT )

COUNTY OF New Haven }

SS. TOWN OF New Haven

The foregoing instrument was acknowledged before me this 2 day of April, 2015,  
by Frogard J. Ryan, CT State Director of The Nature Conservancy, Inc., a State of  
Connecticut corporation, on behalf of the corporation.

Sarah Pellegrino  
~~Commissioner of the Superior Court~~  
Notary Public  
My Commission Expires 7/31/16



SARAH PELLEGRINO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 31, 2016