

The Trust for Public Land  
Request for Proposals

## The Preserve Forest Stewardship Plan

The Trust for Public Land intends to contract for the services of an experienced consulting firm to develop a Comprehensive Forest Stewardship Plan (FSP) for an 890± acre area, known as The Preserve, in the northeast section of the Town of Old Saybrook. 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 Trust for Public Land seeks a qualified firm with demonstrated experience in developing FSPs in conjunction with Natural Resource Assessments and Public Recreational Use Assessments.

### Critical Dates

Questions Deadline: February 15<sup>th</sup>, 2018 at 4:30 pm E.T.

Response to Questions Deadline: February 20<sup>th</sup>, 2018

Proposal Submission Deadline: February 26<sup>th</sup>, 2018 at 3:00 pm E.T.

### Address Completed Proposals to:

Honor Lawler  
The Trust for Public Land  
101 Whitney Ave, 2<sup>nd</sup> floor  
New Haven, CT 06510

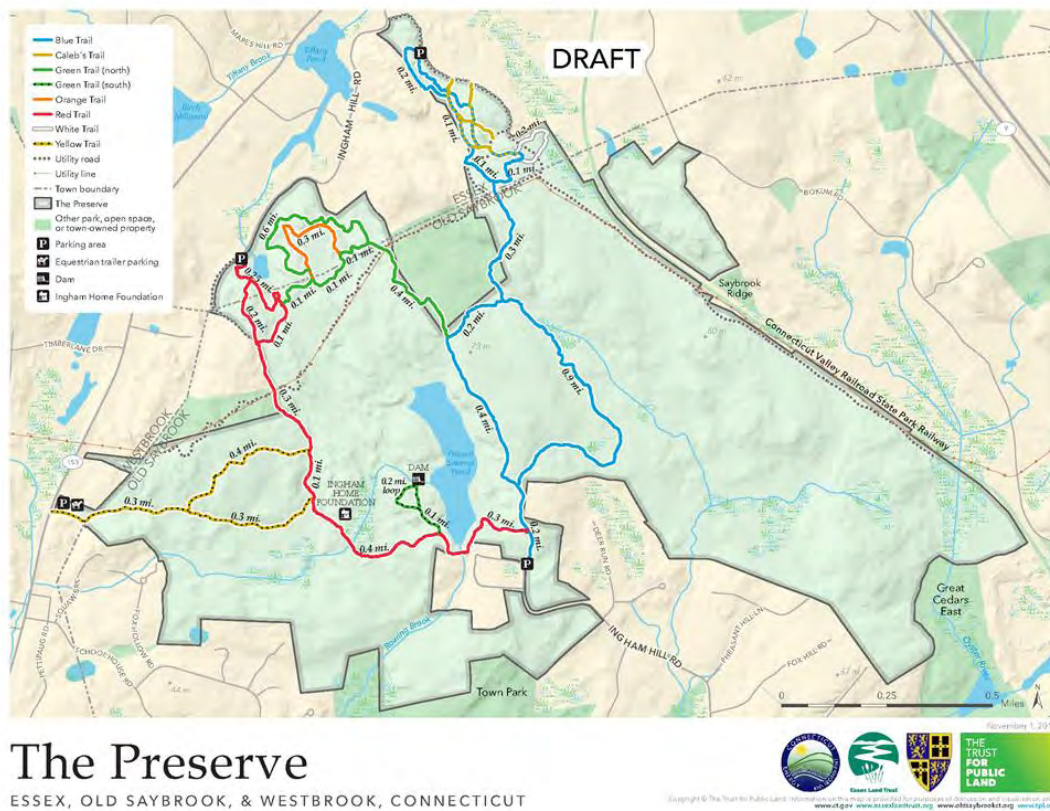
Firms submitting proposals by the above deadline will be evaluated based on their experience and the degree to which their proposal meets the project's goals. The Trust for Public Land reserves the right to reject any and all proposals or any part thereof.

## 1.0 BACKGROUND

The Preserve is an 890± acre tract of land jointly owned by the Town of Old Saybrook (“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 the DEEP and individuals as of September of 2017.<sup>1</sup>



<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 .

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 findings of a Natural Resource Assessment and Public Recreational Use Assessment, to be conducted by the selected firm or contractor.

While The Preserve is jointly owned by the Town and DEEP and is managed by the CMC, The Trust for Public Land is administering this RFP. The contract for the work to be performed under this RFP will be between The Trust for Public Land 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 will be made by The Trust for Public Land in conjunction with 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 Natural Resource Assessment:** A thorough review of existing natural resources data collected for the property, available from the Town of Old Saybrook, State of Connecticut, other state agencies, and the consulting field biologist performing the biological and natural communities inventory of the Preserve, in order 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 Public Recreational Use Assessment:** An 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;
  - An online survey made available to the public for input on various recreational uses (camping, picnicking, hiking, self-guided stations, trail experiences, and other passive recreational opportunities)
- 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 habitat improvement and diversification and other recreational enhancements, considerations 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 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 stands 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 the CMC 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 to review and refine overall project goals.
    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 and to discuss the results of the online recreational survey and recommended trail plan. 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 of Old Saybrook 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**

5 color copies of the final Forest Stewardship Plan and all relevant components, 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 Trust for Public Land. 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: February 15<sup>th</sup>, 2018 at 4:30 pm E.T.

Response to Questions Deadline: February 20<sup>th</sup>, 2018

Proposal Submission Deadline: February 26<sup>th</sup>, 2018 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 through 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 Trust for Public Land and CMC
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 plan. 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 Trust for Public Land and 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 at 3:00 E.T.** Proposals should be delivered to Honor Lawler, The Trust for Public Land, 101 Whitney Avenue, 2<sup>nd</sup> floor, New Haven, CT 06510. Electronic copies received by the deadline will be accepted, provided the hard-copy proposals as noted below are mailed within one week of the proposal deadline. **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 Trust for Public Land 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:

honor.lawler@tpl.org

**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 4:30 p.m. E.T.**

The Trust for Public Land and the CMC 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. A copy of this addenda will be emailed to each of the RFP applicants by COB.... .

## **EVALUATION AND AWARD**

### **Selection Process:**

All proposals will be reviewed by The Trust for Public Land. The CMC (one DEEP and one Town representative) and a representative of TNC will also review and provide input on the proposals.

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 Trust for Public Land and the CMC. If interviews are required, the bidder will be notified of the time, date and information to be presented.

The Trust for Public Land, in conjunction with the CMC expects to select a firm no later than March 30<sup>th</sup>, 2018. If necessary, the CMC reserves the right to extend the review period.

### **Evaluation Criteria**

Proposals will be evaluated based on the items outlined in this RFP, including but not limited to

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

## **ADDITIONAL INFORMATION**

The Trust for Public Land and the CMC reserve 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 Preserve Forest.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of The Trust for Public Land, DEEP, TNC or the CMC will be disregarded.

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

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

The Trust for Public Land 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 Trust for Public Land.

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 Trust for Public Land 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 Trust for Public Land 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 Trust for Public Land'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 Trust for Public Land any obligations. A proposer has rights, and The Trust for Public Land has obligations, only if and when a Contract is executed by The Trust for Public Land 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.

All 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 Trust for Public Land and CMC.

**APPENDIX A:**

**Response Page**

**Acceptance of Terms of this Agreement**

**Name of Proposer:**

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_CT Forest Certification # \_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/State/Zip**

\_\_\_\_\_

**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 allows for analysis of the entire state forest system. The selected contractor for this project will be provided with a DEEP geodatabase template to delineate and record stand level information for the Preserve. The contractor will compile information for the geodatabase and return the completed dataset to the DEEP prior to project completion.

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. **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

Rosalynn Grzybowski  
Witness: Rosalynn Grzybowski

By: Robert J. Klee  
Robert J. Klee  
Commissioner

Dwayne Gardner  
Witness: Dwayne Gardner

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

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by Robert J. Klee, Commissioner, Department of Energy and Environmental Protection, State of Connecticut, on behalf of the State.

Mary D. James  
Commissioner of the Superior Court  
Notary Public/Justice of the Peace  
My Commission Expires: 2/28/2018



Town of Old Saybrook

Witness: Michael B. Chasin, Jr.

Georgiann Neri  
Witness: Georgiann Neri

By:

Carl P. Fortuna, Jr.  
First Selectman

STATE OF CONNECTICUT )

COUNTY OF )

SS:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2015, by Carl P. Fortuna, Jr., First Selectman of the Town of Old Saybrook.

Georgiann Neri  
~~Commissioner of the Superior Court~~

**GEORGIANN NERI** Notary Public/Justice of the Peace  
**NOTARY PUBLIC OF CONNECTICUT** Commission Expires: 11/30/2018  
**My Commission Expires 11/30/2018**

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: 4/17/15

SCHEDULE A

PARCEL OS-1

All that certain piece or parcel of land situated in the town of Old Saybrook, county of Middlesex, state of Connecticut, and being more particularly bounded and described as follows:

Beginning at a point, said point being a southeast corner of the herein described parcel of land and being the most north corner of land now or formerly of Christine C. Schumacher and Ronald E. Clark and being along a southwest street line of Ingham Hill Road approximately opposite Deer Run and being north 675,123.07 and east 1,093,958.87 of the State Plane Coordinate System, North American Datum of 1983 and being marked by a drill hole at a southeast end face of a stone wall;

thence running along said Schumacher and Clark land S 49 Degrees 42 Minutes 13 Seconds W, a distance of 354.38 feet to the northeast end of a stone wall;

thence running along said Schumacher and Clark land and said stone wall S 52 Degrees 49 Minutes 40 Seconds W, a distance of 138.54 feet to a point;

thence running along said Schumacher and Clark land and said stone wall S 50 Degrees 25 Minutes 08 Seconds W, a distance of 85.34 feet to a drillhole;

thence running along said Schumacher and Clark land and said stone wall S 47 Degrees 56 Minutes 11 Seconds W, a distance of 108.66 feet to a point;

thence running along said Schumacher and Clark land and said stone wall S 43 Degrees 24 Minutes 18 Seconds W, a distance of 64.55 feet to a corner of said stone wall;

thence running along said Schumacher and Clark land S 44 Degrees 53 Minutes 55 Seconds W, a distance of 259.70 feet to the northeast end of a stone wall;

thence running along said Schumacher and Clark land and said stone wall S 54 Degrees 41 Minutes 09 Seconds W, a distance of 55.26 feet to a point;

thence running along said Schumacher and Clark land and said stone wall S 47 Degrees 00 Minutes 18 Seconds W, a distance of 56.78 feet to a point;

thence running along said Schumacher and Clark land S 49 Degrees 27 Minutes 45 Seconds W, a distance of 6.52 feet to a drill hole and a corner of said stone wall and land now or formerly of the Town of Old Saybrook;

thence turning and running along said Town land and said stone wall N 51 Degrees 34 Minutes 57 Seconds W, a distance of 33.84 feet to a point;

thence running along said Town land and said stone wall N 55 Degrees 19 Minutes 18 Seconds W, a distance of 72.22 feet to a point;

thence running along said Town land and said stone wall N 52 Degrees 24 Minutes 45 Seconds W, a distance of 292.93 feet to a point;

thence running along said Town land and said stone wall N 29 Degrees 36 Minutes 25 Seconds W, a distance of 25.78 feet to a point;

thence running along said Town land and said stone wall N 53 Degrees 33 Minutes 49 Seconds W, a distance of 43.86 feet to a point;

thence running along said Town land and said stone wall N 63 Degrees 44 Minutes 55 Seconds W, a distance of 20.54 feet to a point;

thence running along said Town land and said stone wall N 55 Degrees 24 Minutes 51 Seconds W, a distance of 32.11 feet to a drill hole at a corner of said stone wall;

thence turning and running along said Town land and said stone wall S 39 Degrees 31 Minutes 57 Seconds W, a distance of 28.39 feet to a point;

thence running along said Town land and said stone wall S 65 Degrees 38 Minutes 59 Seconds W, a distance of 28.04 feet to a point;

thence running along said Town land and said stone wall S 78 Degrees 15 Minutes 55 Seconds W, a distance of 18.89 feet to a point;

thence running along said Town land and said stone wall S 79 Degrees 51 Minutes 21 Seconds W, a distance of 82.91 feet to a point;

thence running along said Town land and said stone wall S 81 Degrees 29 Minutes 46 Seconds W, a distance of 158.40 feet to a point;

thence running along said Town land and said stone wall S 80 Degrees 56 Minutes 30 Seconds W, a distance of 118.99 feet to a drill hole found at stone wall intersection;

thence turning and running along said Town land and said stone wall S 00 Degrees 55 Minutes 14 Seconds E, a distance of 94.98 feet to a point;

thence running along said Town land and said stone wall S 01 Degrees 37 Minutes 40 Seconds E, a distance of 195.10 feet to a point;

thence running along said Town land and said stone wall S 00 Degrees 31 Minutes 29 Seconds E, a distance of 50.78 feet to a point;

thence running along said Town land and said stone wall S 01 Degrees 20 Minutes 33 Seconds W, a distance of 31.62 feet to a point;

thence running along said Town land and said stone wall S 02 Degrees 05 Minutes 18 Seconds E, a distance of 21.73 feet to a point;

thence turning and running along said Town land S 79 Degrees 00 Minutes 34 Seconds W, a distance of 1167.43 feet to an iron pin;

thence turning and running along said Town land N 02 Degrees 03 Minutes 36 Seconds W, a distance of 796.57 feet to an iron pin;

thence turning and running along said Town land S 71 Degrees 21 Minutes 57 Seconds W, a distance of 396.19 feet to a drill hole found in boulder;

thence turning and running along said Town land S 09 Degrees 20 Minutes 41 Seconds W, a distance of 361.09 feet to an iron pipe;

thence turning and running along said Town land S 83 Degrees 23 Minutes 03 Seconds W, a distance of 105.61 feet to an iron pipe;

thence continuing running along said Town land S 83 Degrees 23 Minutes 03 Seconds W, a distance of 22.44 feet to land now or formerly of Joy E. Vodak;

thence running along said Vodak land S 82 Degrees 21 Minutes 46 Seconds W, a distance of 17.54 feet to a drill hole in the east end of a stone wall;

thence running along said Vodak land S 83 Degrees 16 Minutes 19 Seconds W, a distance of 165.28 feet to the west end of said stone wall;

thence running along said Vodak land and land now or formerly of Robert J. Carpenter and Linda J. Carpenter, in part by each, S 87 Degrees 18 Minutes 21 Seconds W, a distance of 208.56 feet to land now or formerly of Christopher W. Brady and Ann W. Brady and an iron pin found disturbed;

thence turning and running along said Brady land N 08 Degrees 53 Minutes 53 Seconds W, a distance of 245.63 feet to land now or formerly of Catherine Mary O'Brien and an iron pipe;

thence running along said O'Brien land N 08 Degrees 27 Minutes 55 Seconds W, a distance of 391.60 feet to the south end of a stone wall;

thence running along said O'Brien land and said stone wall N 04 Degrees 33 Minutes 26 Seconds W, a distance of 37.96 feet to the north end of said stone wall;

thence running along said O'Brien land N 06 Degrees 52 Minutes 39 Seconds W, a distance of 216.04 feet to a drill hole;

thence turning and running along said O'Brien land N 87 Degrees 41 Minutes 23 Seconds W, a distance of 263.70 feet to land now or formerly of Robert C. Givehand and Julie A. Givehand and an iron pipe;

thence running along said Givehand land N 87 Degrees 41 Minutes 23 Seconds W, a distance of 275.24 feet to a point 0.70' south of an iron pipe and land now or formerly of Stephen Dabbs and Nadine Dabbs;

thence running along said Dabbs land N 87 Degrees 41 Minutes 23 Seconds W, a distance of 179.96 feet to a capped iron pin;

thence running along said Dabbs land N 87 Degrees 41 Minutes 23 Seconds W, a distance of 400.00 feet to an iron pin;

thence turning and running along said Dabbs land and land now or formerly of Peter W. Allen and Jane W. Allen, in part by each, S 02 Degrees 26 Minutes 34 Seconds W, a distance of 343.31 feet to a drill hole in a stone wall corner and land now or formerly of Daniel J. Walden and Joann N. Walden;

thence turning and running along said Walden land and said stone wall N 88 Degrees 52 Minutes 32 Seconds W, a distance of 105.68 feet to an iron pin at the west end of said stone wall and land now or formerly of Steven Phelan and Krista May;

thence running N 88 Degrees 06 Minutes 38 Seconds W, a distance of 114.92 feet along said Phelan and May land to the east end of a stone wall;

thence running along said stone wall and said Phelan and May land N 89 Degrees 51 Minutes 53 Seconds W, a distance of 73.78 feet to a point;

thence running along said stone wall and said Phelan and May land S 85 Degrees 48 Minutes 33 Seconds W, a distance of 34.60 feet to a land now or formerly of Rachel F. Kondon and Keith C. Walsh;

thence running along said stone wall and said Kondon and Walsh land N 87 Degrees 55 Minutes 32 Seconds W, a distance of 186.65 feet to land now or formerly of the Town of Old Saybrook;

thence running along said stone wall and said Town land S 82 Degrees 48 Minutes 09 Seconds W, a distance of 31.71 feet to the west end of said stone wall and land now or formerly of Joan A. Thouin and an iron pin;

thence turning and running along said Thouin land N 15 Degrees 26 Minutes 04 Seconds E, a distance of 33.03 feet to the south end of a stone wall;

thence running along said stone wall and said Thouin land N 21 Degrees 42 Minutes 22 Seconds E, a distance of 42.11 feet to a point;

thence running along said stone wall and said Thouin land and land now or formerly of Victor Jason Lowy and Laura D. Lowy, in part by each, N 16 Degrees 18 Minutes 33 Seconds E, a distance of 273.57 feet to a point;

thence running along said stone wall and said Lowy land N 07 Degrees 51 Minutes 36 Seconds E, a distance of 23.13 feet to a stone wall intersection;

thence running along said stone wall and said Lowy land N 11 Degrees 32 Minutes 55 Seconds W, a distance of 24.09 feet to a drill hole and land now or formerly of Carlton G. Dingman and Gail E. Dingman;

thence running along said stone wall and said Dingman land N 03 Degrees 47 Minutes 32 Seconds W, a distance of 104.88 feet to the north end of said stone wall;



thence running along said Dingman land and land now or formerly of Christopher A. Parakilas and Brooke C. Parakilas, in part by each, N 00 Degrees 42 Minutes 03 Seconds W, a distance of 177.57 feet to a fence post with wire;

thence running along said Parakilas land N 28 Degrees 12 Minutes 43 Seconds E, a distance of 41.75 feet to a tree with wire;

thence running along said Parakilas land N 15 Degrees 48 Minutes 26 Seconds E, a distance of 90.86 feet to a tree with wire;

thence running along said Parakilas land N 05 Degrees 49 Minutes 16 Seconds E, a distance of 59.07 feet to a drill hole in the south end of a stone wall;

thence running along said Parakilas land and said stone wall N 12 Degrees 09 Minutes 56 Seconds E, a distance of 43.64 feet to a point;

thence running along said Parakilas land and land now or formerly of the Town of Old Saybrook, in part by each, and said stone wall N 08 Degrees 36 Minutes 29 Seconds W, a distance of 19.06 feet to a point;

thence running along said stone wall and said Town land N 27 Degrees 12 Minutes 47 Seconds W, a distance of 49.39 feet to a point;

thence running along said Town land and land now or formerly of Michael S. Wasyl and Ellen J. Wasyl, in part by each, and said stone wall N 17 Degrees 38 Minutes 47 Seconds W, a distance of 49.79 feet to a point;

thence running along said stone wall and said Wasyl land N 25 Degrees 18 Minutes 40 Seconds W, a distance of 55.19 feet to a corner of said stone wall;

thence turning and running along said stone wall and said Wasyl land S 83 Degrees 37 Minutes 27 Seconds W, a distance of 56.93 feet to a drill hole and a corner of said stone wall;

thence turning and running running along said stone wall and said Wasyl land N 03 Degrees 54 Minutes 07 Seconds W, a distance of 54.77 feet to a point;

thence running along said stone wall and said Wasyl land N 30 Degrees 23 Minutes 36 Seconds W, a distance of 70.23 feet to a point;

thence running along said stone wall and said Wasyl land N 35 Degrees 18 Minutes 03 Seconds W, a distance of 24.08 feet to a point;

thence running along said stone wall and said Wasyl land N 46 Degrees 04 Minutes 55 Seconds W a distance of 65.89 feet to a point;

thence running along said stone wall and said Wasyl land N 43 Degrees 56 Minutes 14 Seconds W, a distance of 97.37 feet to a point;

thence running along said stone wall and said Wasyl land N 36 Degrees 00 Minutes 09 Seconds W a distance of 39.58 feet to a corner of said stone wall;

thence turning and running along said stone wall and said Wasyl land S 80 Degrees 31 Minutes 51 Seconds W, a distance of 73.53 feet to a point;

thence running along said stone wall and said Wasyl land S 70 Degrees 29 Minutes 04 Seconds W, a distance of 30.01 feet to a point;

thence running along said stone wall and said Wasyl land S 74 Degrees 44 Minutes 13 Seconds W, a distance of 75.82 feet to land now or formerly of Kelly Featherstone;

thence running along said stone wall and said Featherstone land S 80 Degrees 09 Minutes 02 Seconds W, a distance of 267.60 feet to land now or formerly of Bradford C. Eaton and Lisa D. Eaton;

thence turning and running along said stone wall and said Eaton land N 42 Degrees 23 Minutes 35 Seconds W, a distance of 84.98 feet to a point;

thence running along said stone wall and said Eaton land N 39 Degrees 48 Minutes 48 Seconds W, a distance of 91.42 feet to a point;

thence running along said stone wall and said Eaton land N 41 Degrees 26 Minutes 59 Seconds W, a distance of 201.48 feet to a stone wall intersection;

thence turning and running along said stone wall and said Eaton land S 62 Degrees 33 Minutes 38 Seconds W a distance of 32.41 feet to a point near land now or formerly of Myra M. Day;

thence running along said stone wall and said Day land N 77 Degrees 13 Minutes 16 Seconds W, a distance of 8.03 feet to a point;

thence turning and running along said stone wall and said Day land N 65 Degrees 37 Minutes 35 Seconds W, a distance of 9.63 feet to a point;

thence running along said stone wall N 62 Degrees 31 Minutes 13 Seconds W, a distance of 10.06 feet to the Westbrook and Old Saybrook town line and the northeast corner of land now or formerly of Stephen R. Barron and Jennifer J. Barron and the southeast corner of other land of River Sound Development, LLC, known as parcel W-1;

thence turning and running along said town line and said other land of River Sound N 25 Degrees 06 Minutes 07 Seconds E a distance of 2.39 feet to Westbrook Town Line monument 15;

thence running along said town line and said other land of River Sound N 42 Degrees 32 Minutes 59 Seconds E, a distance of 214.82 feet to a concrete monument and the southeast corner of land now or formerly of Lee Valiante and Cherylann Valiante;

thence continuing running along said town line and said Valiante land and land now or formerly of Mary Livingstone, in part by each, N 42 Degrees 32 Minutes 59 Seconds E, a

distance of 426.41 feet to a concrete monument and land now or formerly of Christine Ouellette;

thence continuing running along said town line and said Ouellette land N 42 Degrees 32 Minutes 59 Seconds E, a distance of 199.71 feet to Westbrook Town Line monument 16;

thence running along said town line and said Ouellette land and other land of River Sound Development, LLC, known as parcel W-2, and land now or formerly of The Connecticut Light and Power Company, in part by each, N 36 Degrees 59 Minutes 42 Seconds E, a distance of 383.31 feet to a point and land now or formerly of Jeffrey J. Westwater and Barbara M. Westwater and land now or formerly of Philip Geron;

thence turning and running along said Geron land N 75 Degrees 23 Minutes 33 Seconds E, a distance of 91.46 feet to an iron pipe;

thence running along said Geron land N 70 Degrees 13 Minutes 48 Seconds E a distance of 174.59 feet to the southwest end of a stone wall and a capped iron pin;

thence running along said stone wall and along said Geron land N 73 Degrees 36 Minutes 52 Seconds E, a distance of 26.98 feet to a point;

thence running along said stone wall and along said Geron land N 60 Degrees 19 Minutes 38 Seconds E, a distance of 11.77 feet to the end of said stone wall and a drill hole;

thence running said Geron land N 70 Degrees 35 Minutes 02 Seconds E, a distance of 52.69 feet to a capped iron pin and the west end of a stone wall;

thence running along said stone wall and along said Geron land N 75 Degrees 26 Minutes 44 Seconds E, a distance of 27.52 feet to the east end of said stone wall;

thence running along said Geron land N 73 Degrees 52 Minutes 54 Seconds E, a distance of 16.23 feet to the end of a stone wall;

thence running along said stone wall and along said Geron land N 75 Degrees 15 Minutes 03 Seconds E, a distance of 92.14 feet;

thence running along said stone wall and along said Geron land N 74 Degrees 53 Minutes 34 Seconds E, a distance of 70.14 feet to a drill hole in the end of said stone wall;

thence running along said Geron land N 77 Degrees 13 Minutes 53 Seconds E, a distance of 74.10 feet to a drill hole in the end of a stone wall;

thence running along said stone wall and along said Geron land N 71 Degrees 00 Minutes 31 Seconds E, a distance of 29.40 feet to drill hole in the end of said stone wall;

thence running along said stone wall and said Geron land N 73 Degrees 56 Minutes 40 Seconds E, a distance of 118.92 feet to a drill hole in the end of a stone wall;

thence running along said stone wall and said Geron land N 79 Degrees 43 Minutes 59 Seconds E, a distance of 31.32 feet to a drill hole in said stone wall;



thence running along said stone wall and said Geron land N 73 Degrees 37 Minutes 57 Seconds E, a distance of 17.14 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 75 Degrees 58 Minutes 56 Seconds E, a distance of 45.50 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 75 Degrees 33 Minutes 55 Seconds E, a distance of 192.19 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 76 Degrees 19 Minutes 07 Seconds E, a distance of 161.81 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 76 Degrees 02 Minutes 56 Seconds E, a distance of 25.09 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 72 Degrees 33 Minutes 32 Seconds E, a distance of 85.49 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 75 Degrees 58 Minutes 25 Seconds E, a distance of 133.39 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 77 Degrees 34 Minutes 46 Seconds E, a distance of 45.98 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 72 Degrees 59 Minutes 04 Seconds E, a distance of 106.97 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 77 Degrees 12 Minutes 40 Seconds E, a distance of 83.67 feet to a drill hole in said stone wall;

thence running along said stone wall and said Geron land N 70 Degrees 23 Minutes 27 Seconds E, a distance of 26.28 feet to a capped iron pin in the end of said stone wall;

thence continuing running N 70 Degrees 23 Minutes 27 Seconds E a distance of 17 feet more or less to the middle of Ingham Hill Road;

thence running generally northwesterly along said middle of Ingham Hill Road 1687 feet, more or less to the Essex and Old Saybrook town line, said point being 24', more or less east of Westbrook town monument 18 as measured along said town line;

thence turning and running along said town line N 71 Degrees 52 Minutes 34 Seconds E, a distance of 35 feet, more or less to other land of River Sound Development, LLC, known as parcel E-2, and the easterly street line of Ingham Hill Road;

thence continuing running along said town line and other land of River Sound N 71 Degrees 52 Minutes 34 Seconds E, a distance of 1388.36 feet to a drill hole set in boulder with stones found;

thence running along said town line and other land of River Sound N 64 Degrees 39 Minutes 28 Seconds E, a distance of 966.42 feet to a capped iron pin and land of Bruce M. Glowac and Anne C. Glowac and land of Town of Old Saybrook;

thence turning and running along said Town land S 21 Degrees 40 Minutes 40 Seconds E, a distance of 9.37 feet to wire in tree;

thence continuing running along remains wire fence and said Town land S 21 Degrees 40 Minutes 40 Seconds E, a distance of 19.69 feet to a point;

thence running along remains wire fence and said Town land S 08 Degrees 37 Minutes 43 Seconds E, a distance of 19.02 feet to a point;

thence running along remains wire fence and said Town land S 06 Degrees 52 Minutes 53 Seconds E, a distance of 57.83 feet to a point;

thence running along remains wire fence and said Town land S 03 Degrees 44 Minutes 54 Seconds E, a distance of 64.83 feet to wire in tree;

thence running along said Town land S 20 Degrees 53 Minutes 24 Seconds E, a distance of 63.39 feet to wire in tree;

thence running along said Town land S 21 Degrees 37 Minutes 06 Seconds E, a distance of 41.25 feet to wire in tree;

thence running along said Town land S 15 Degrees 10 Minutes 33 Seconds E, a distance of 70.68 feet to wire in tree;

thence running along said Town land S 06 Degrees 49 Minutes 12 Seconds E, a distance of 49.62 feet to blocking stones;

thence running along said Town land S 26 Degrees 15 Minutes 29 Seconds E, a distance of 67.23 feet to wire in tree;

thence running along said Town land S 44 Degrees 01 Minutes 55 Seconds E, a distance of 33.52 feet to blocking stones;

thence running along said Town land S 36 Degrees 05 Minutes 52 Seconds E, a distance of 239.78 feet to a capped iron pin at a stone wall end;

thence running along said stone wall and said Town land S 34 Degrees 05 Minutes 21 Seconds E, a distance of 19.88 feet to the end of said stone wall;

thence running along said Town land S 49 Degrees 02 Minutes 37 Seconds E, a distance of 23.74 feet to wire in tree;

thence running along said Town land S 12 Degrees 10 Minutes 54 Seconds E, a distance of 15.60 feet to blocking stones;

thence running along said blocking stones and along said Town land S 52 Degrees 05 Minutes 34 Seconds E, a distance of 26.84 feet to blocking stones;

thence running along said Town land S 37 Degrees 26 Minutes 12 Seconds E, a distance of 269.76 feet to blocking stones;

thence running along said Town land S 34 Degrees 55 Minutes 34 Seconds E, a distance of 126.71 feet to wire in tree;

thence running along blocking stones and along said Town land S 30 Degrees 57 Minutes 18 Seconds E, a distance of 102.40 feet to blocking stones;

thence running along blocking stones and along said Town land S 46 Degrees 13 Minutes 38 Seconds E, a distance of 25.93 feet to the end of blocking stones;

thence running along said Town land S 22 Degrees 13 Minutes 14 Seconds E, a distance of 36.64 feet to a concrete monument at beginning of stone wall;

thence turning and running along said stone wall and said Town land N 55 Degrees 05 Minutes 10 Seconds E a distance of 47.65 feet to the beginning of a stone wall;

thence running along said stone wall and said Town land N 51 Degrees 14 Minutes 01 Seconds E, a distance of 134.40 feet to the end of said stone wall;

thence running along a stone wall in part and said Town land N 50 Degrees 37 Minutes 23 Seconds E, a distance of 160.78 feet to a capped iron pin;

thence running along said stone wall and said Town land N 50 Degrees 37 Minutes 51 Seconds E, a distance of 390.24 feet to the end of said stone wall;

thence running along said Town land N 50 Degrees 45 Minutes 35 Seconds E, a distance of 250.43 feet to wire in fence post;

thence running along said Town land N 53 Degrees 33 Minutes 18 Seconds E, a distance of 81.88 feet to an iron pin;

thence turning and running along blocking stones in part and along said Town land N 35 Degrees 04 Minutes 17 Seconds W, a distance of 78.13 feet to blocking stones;

thence running along blocking stones in part and along said Town land N 18 Degrees 28 Minutes 58 Seconds W a distance of 175.22 feet to blocking stones;

thence running along said Town land N 20 Degrees 38 Minutes 40 Seconds W, a distance of 105.53 feet to wire in tree;

thence running along said Town land N 18 Degrees 45 Minutes 53 Seconds W, a distance of 74.75 feet to blocking stones;

thence running along said Town land N 14 Degrees 57 Minutes 55 Seconds W, a distance of 71.41 feet to a stone wall;

thence running along said stone wall and said Town land N 23 Degrees 15 Minutes 59 Seconds W, a distance of 88.02 feet to a point;

thence running along said stone wall and said Town land N 16 Degrees 04 Minutes 48 Seconds W, a distance of 72.01 feet to a capped iron pin and the end of said stone wall;

thence running along said Town land N 12 Degrees 13 Minutes 55 Seconds W, a distance of 38.44 feet to blocking stones;

thence running along said Town land N 23 Degrees 59 Minutes 10 Seconds W, a distance of 36.18 feet to blocking stones;

thence running along said Town land N 28 Degrees 54 Minutes 50 Seconds W, a distance of 42.44 feet to blocking stones;

thence running along said Town land N 20 Degrees 14 Minutes 52 Seconds W, a distance of 44.82 feet to an iron pin;

thence turning and running along said Town land S 83 Degrees 59 Minutes 10 Seconds W, a distance of 121.48 feet to blocking stones;

thence running along said Town land N 08 Degrees 45 Minutes 30 Seconds E, a distance of 12.71 feet to blocking stones;

thence running along said Town land N 11 Degrees 32 Minutes 28 Seconds W, a distance of 84.80 feet to blocking stones;

thence running along said Town land N 20 Degrees 03 Minutes 31 Seconds W, a distance of 29.67 feet to blocking stones;

thence running along said Town land N 12 Degrees 49 Minutes 37 Seconds W, a distance of 112.32 feet to blocking stones;

thence running along said Town land N 15 Degrees 00 Minutes 22 Seconds W, a distance of 4.03 feet to a drill hole and the southeast corner of land now or formerly of Bruce M. Glowac and Anne C. Glowac and the southwest corner of other land of River Sound Development, LLC, known a parcel E-1 and the Essex and Old Saybrook town line;

thence turning and running running along said town line and said other land of River Sound N 64 Degrees 57 Minutes 11 Seconds E, a distance of 347.21 feet to drill hole in boulder with stones found;

thence running along said town line and said other land of River Sound N 65 Degrees 58 Minutes 56 Seconds E, a distance of 989.85 feet to land now or formerly of Mark S. Bombaci, John M. Bombaci and Wayne O. Bombaci and marked by a capped iron pin;

thence turning and running along said Bombaci land S 31 Degrees 52 Minutes 35 Seconds E, a distance of 400.00 feet to a capped iron pin;

thence turning and running along said Bombaci land N 72 Degrees 01 Minutes 52 Seconds E, a distance of 110.00 feet to land now or formerly of State of Connecticut (also known as Valley Railroad) and a capped iron pin;

thence running along said State land along a non tangent curve turning to the left having a delta angle of 30 Degrees 41 Minutes 31 Seconds, a radius of 2211.80', an arc length of 1184.81', a chord bearing of S 39 Degrees 38 Minutes 26 Seconds E, a chord length of 1170.69' to a point;

thence running along said State land S 54 Degrees 59 Minutes 12 Seconds E, a distance of 757.61 feet to a point;

thence turning and running along said State land S 35 Degrees 00 Minutes 48 Seconds W, a distance of 25.35 feet to a capped iron pin;

thence continuing running along said State land S 35 Degrees 00 Minutes 48 Seconds W, a distance of 87.15 feet to a capped iron pin;

thence turning and running along said State land S 75 Degrees 48 Minutes 12 Seconds E, a distance of 202.60 feet to a capped iron pin;

thence running along said State land S 30 Degrees 14 Minutes 48 Seconds W, a distance of 96.00 feet to a capped iron pin;

thence turning and running along said State land S 47 Degrees 45 Minutes 12 Seconds E, a distance of 46.26 feet to the end of a stone wall and a capped iron pin;

thence running along said stone wall and said State land S 73 Degrees 23 Minutes 11 Seconds E, a distance of 72.78 feet to a point;

thence running along said stone wall and said State land S 68 Degrees 49 Minutes 58 Seconds E, a distance of 129.33 feet to a point;

thence running along said stone wall and said State land S 71 Degrees 10 Minutes 42 Seconds E, a distance of 79.25 feet to a point;

thence running along said State land S 54 Degrees 59 Minutes 12 Seconds E, a distance of 891.92 feet to a capped iron pin;

thence turning and running along said State land N 39 Degrees 56 Minutes 48 Seconds E, a distance of 40.91 feet to a capped iron pin;

thence continuing and running along said State land N 39 Degrees 56 Minutes 48 Seconds E, a distance of 25.31 feet to a point;

thence turning and running along said State land S 54 Degrees 59 Minutes 12 Seconds E, a distance of 1210.31 feet to a point;



thence running along said State land S 54 Degrees 59 Minutes 12 Seconds E, a distance of 554.61 feet to a point;

thence turning and running along said State land S 42 Degrees 25 Minutes 48 Seconds W a distance of 65.58 feet to a point;

thence turning and running along said State land S 54 Degrees 56 Minutes 05 Seconds E, a distance of 1068.30 feet to a point;

thence running along said State land and a non tangent curve turning to the right having a delta angle of 18 Degrees 26 Minutes 05 Seconds, a radius of 1794.58', an arc length of 577.40', a chord bearing of S 45 Degrees 46 Minutes 09 Seconds E, a chord length of 574.91' to a point;

thence running along said State land S 53 Degrees 26 Minutes 53 Seconds W, a distance of 16.50 feet to a capped iron pin;

thence running along said State land and a non tangent curve turning to the right having a delta angle of 03 Degrees 25 Minutes 17 Seconds, a radius of 1778.08', an arc length of 106.18', a chord bearing of S 34 Degrees 50 Minutes 28 Seconds E, a chord length of 106.16' to a point;

thence running along said State land S 33 Degrees 09 Minutes 45 Seconds E, a distance of 314.46 feet to land now or formerly of Carl F. Pointkowski;

thence running along said Pointkowski land S 53 Degrees 54 Minutes 46 Seconds W, a distance of 15.98 feet to the east end of a stone wall;

thence running along said Pointkowski land and said stone wall S 53 Degrees 54 Minutes 46 Seconds W, a distance of 161.58 feet to a point;

thence running along said Pointkowski land and said stone wall S 66 Degrees 41 Minutes 00 Seconds W, a distance of 40.78 feet to a stone wall intersection;

thence running along said Pointkowski land and said stone wall S 76 Degrees 09 Minutes 29 Seconds W, a distance of 12.31 feet to ribbon wire fence remains;

thence running along said Pointkowski land and said fence remains S 75 Degrees 33 Minutes 32 Seconds W, a distance of 202.54 feet to a drill hole;

thence running along said Pointkowski land and said fence remains S 69 Degrees 53 Minutes 07 Seconds W, a distance of 231.65 feet to land now or formerly of the Town of Old Saybrook;

thence running along said Town land S 88 Degrees 59 Minutes 51 Seconds W, a distance of 41.50 feet to an iron pin;

thence running along said Town land S 83 Degrees 39 Minutes 31 Seconds W a distance of 221.56 feet to a capped iron pin;

thence running along said Town land N 59 Degrees 38 Minutes 31 Seconds W, a distance of 145.89 feet to a point;

thence running along said Town land N 62 Degrees 36 Minutes 33 Seconds W, a distance of 109.34 feet to a blazed maple tree;

thence turning and running along said Town land S 81 Degrees 19 Minutes 48 Seconds W, a distance of 19.21 feet to a drill hole at the end of a stone wall;

thence running along said Town land and said stone wall S 41 Degrees 12 Minutes 19 Seconds W a distance of 55.04 feet to the end of said stone wall and a 15" Birch with wire;

thence running along said Town land S 62 Degrees 55 Minutes 35 Seconds W, a distance of 50.35 feet to the end of a stone wall;

thence running along said Town land and said stone wall S 50 Degrees 32 Minutes 09 Seconds W, a distance of 32.00 feet to a point;

thence running along said Town land and said stone wall S 20 Degrees 48 Minutes 57 Seconds W, a distance of 54.09 feet to a point;

thence running along said Town land and said stone wall S 10 Degrees 41 Minutes 18 Seconds W, a distance of 35.63 feet to a point;

thence running along said Town land and said stone wall S 25 Degrees 06 Minutes 35 Seconds W, a distance of 66.52 feet to a point;

thence running along said Town land and said stone wall S 35 Degrees 19 Minutes 29 Seconds W, a distance of 80.55 feet to a point;

thence running along said Town land and said stone wall S 23 Degrees 22 Minutes 50 Seconds W, a distance of 41.68 feet to a point;

thence running along said Town land and said stone wall S 08 Degrees 26 Minutes 53 Seconds W, a distance of 60.86 feet to the end of said stone wall and a capped iron pin;

thence running along said Town land S 21 Degrees 40 Minutes 12 Seconds W, a distance of 197.17 feet to a 12" oak tree with wire;

thence running along said Town land S 04 Degrees 59 Minutes 10 Seconds E, a distance of 69.81 feet to an iron pin;

thence running along said Town land S 09 Degrees 51 Minutes 49 Seconds W, a distance of 52.78 feet to an iron pin;

thence running along said Town land S 01 Degrees 38 Minutes 34 Seconds W, a distance of 14.44 feet to a drill hole at the end of a stone wall;

thence running along said Town land and said stone wall S 02 Degrees 14 Minutes 53 Seconds E, a distance of 54.89 feet to a point;

thence running along said Town land and said stone wall S 09 Degrees 20 Minutes 11 Seconds W, a distance of 32.90 feet to a point;

thence running along said Town land and said stone wall S 06 Degrees 38 Minutes 51 Seconds W, a distance of 13.28 feet to a stone wall intersection;

thence running along said Town land and said stone wall S 44 Degrees 22 Minutes 33 Seconds E, a distance of 7.58 feet to a point;

thence running along said Town land and said stone wall S 61 Degrees 05 Minutes 14 Seconds E, a distance of 18.31 feet to a point;

thence running along said Town land and said stone wall S 50 Degrees 13 Minutes 59 Seconds E, a distance of 10.57 feet to a point;

thence running along said Town land and said stone wall S 60 Degrees 27 Minutes 47 Seconds E, a distance of 41.87 feet to a point;

thence running along said Town land and said stone wall S 45 Degrees 24 Minutes 05 Seconds E, a distance of 47.98 feet to a point;

thence running along said Town land and said stone wall S 31 Degrees 43 Minutes 07 Seconds E, a distance of 24.50 feet to a point;

thence running along said Town land and said stone wall S 40 Degrees 24 Minutes 39 Seconds E, a distance of 49.62 feet to a point;

thence running along said Town land and said stone wall S 44 Degrees 17 Minutes 59 Seconds E, a distance of 64.51 feet to a drill hole;

thence running along said Town land and said stone wall S 41 Degrees 15 Minutes 32 Seconds E, a distance of 58.77 feet to a point;

thence running along said Town land and said stone wall S 23 Degrees 56 Minutes 28 Seconds E, a distance of 26.33 feet to a point;

thence running along said Town land and said stone wall S 05 Degrees 49 Minutes 20 Seconds E, a distance of 96.26 feet to a drill hole;

thence running along said Town land and said stone wall S 10 Degrees 11 Minutes 27 Seconds W, a distance of 43.79 feet to a point;

thence running along said Town land and said stone wall S 13 Degrees 53 Minutes 18 Seconds W, a distance of 18.34 feet to a drill hole and land now or formerly of Robert A. Lorenz and Carol J. Lorenz, et al.;

thence running along said Lorenz land S 41 Degrees 23 Minutes 13 Seconds W, a distance of 146.37 feet to a 24" blazed oak tree;



thence running along said Lorenz land S 57 Degrees 32 Minutes 06 Seconds W, a distance of 83.06 feet to a 10" blazed beech tree;

thence running along said Lorenz land S 58 Degrees 56 Minutes 02 Seconds W, a distance of 45.74 feet to a 12" blazed birch tree;

thence running along said Lorenz land S 63 Degrees 51 Minutes 33 Seconds W, a distance of 87.36 feet to an 8" blazed beech tree;

thence running along said Lorenz land S 62 Degrees 24 Minutes 29 Seconds W, a distance of 61.93 feet to 10" blazed double maple tree;

thence running along said Lorenz land S 59 Degrees 12 Minutes 24 Seconds W, a distance of 56.51 feet to 12" blazed double oak tree;

thence running along said Lorenz land S 52 Degrees 57 Minutes 41 Seconds W, a distance of 24.56 feet to a 12" blazed hickory tree;

thence running along said Lorenz land S 56 Degrees 24 Minutes 56 Seconds W, a distance of 145.70 feet to 6" blazed maple tree;

thence running along said Lorenz land S 55 Degrees 22 Minutes 45 Seconds W a distance of 26.17 feet to a 4" blazed dogwood tree;

thence running along said Lorenz land S 56 Degrees 56 Minutes 53 Seconds W, a distance of 49.46 feet to a drill hole in a stone wall corner and land now or formerly of Timothy P. Heiden and Mary G. Heiden;

thence turning and running along said stone wall and said Heiden land N 35 Degrees 44 Minutes 01 Seconds W, a distance of 121.46 feet to a drill hole;

thence running along said stone wall and said Heiden land N 33 Degrees 07 Minutes 47 Seconds W, a distance of 105.53 feet to a drill hole;

thence running along said stone wall and said Heiden land N 34 Degrees 40 Minutes 23 Seconds W a distance of 120.95 feet to an iron pin and Barley Hill Road;

thence running along said Road and said stone wall N 34 Degrees 38 Minutes 22 Seconds W, a distance of 52.02 feet to a point;

thence continuing running along said stone wall and land now or formerly of Diane E. McMahon N 34 Degrees 38 Minutes 22 Seconds W, a distance of 136.15 feet to a drill hole;

thence running along said stone wall and said McMahon land N 35 Degrees 54 Minutes 45 Seconds W, a distance of 75.25 feet to a drill hole and land now or formerly of Dylan T. Lee and Sally Ann Lee;

thence running along said stone wall and said Lee land N 35 Degrees 36 Minutes 20 Seconds W, a distance of 229.35 feet to the end of said stone wall;

thence running along said Lee land N 35 Degrees 16 Minutes 39 Seconds W, a distance of 154.79 feet to an iron pipe and land now or formerly of Eleanor Kleinwaks, trustee;

thence running along said Kleinwaks, trustee land N 35 Degrees 19 Minutes 27 Seconds W a distance of 124.83 feet to an iron pipe at the end of a stone wall;

thence running along said Kleinwaks, trustee land and said stone wall N 36 Degrees 36 Minutes 46 Seconds W, a distance of 137.61 feet to a drill hole in a stone wall intersection and land now or formerly of Scott A. Schoonmaker and Michelle T. Schoonmaker;

thence running along said Schoonmaker land N 61 Degrees 48 Minutes 31 Seconds W, a distance of 232.59 feet to a capped iron pin;

thence running along said Schoonmaker land, Wild Apple Lane, land now or formerly of Judith A. Gardiner, trustee, land now or formerly of Alan Donald Cooper & Joy A. Cooper, Janice L. Cole, William Joseph Paradis and Catherein D. Paradis, Olivia T. Salustro, David M. Royston and Eunice M. Royston, and Richard H. Dittberner, Jr. and Carol M. Dittberner, in part by each N 69 Degrees 34 Minutes 39 Seconds W, a distance of 1299.35 feet to a point and land now or formerly of Bryan J. Gibour and Jean D. Gibour;

thence running along said Gibour land N 78 Degrees 11 Minutes 25 Seconds W, a distance of 84.75 feet to a drill hole and land now or formerly of Gail Gometz;

thence running along said Gometz land N 88 Degrees 02 Minutes 58 Seconds W, a distance of 488.72 feet to an iron pin and land now or formerly of Richard W. Salvas and Jennifer J. Salvas;

thence turning and running along said Salvas land N 30 Degrees 09 Minutes 09 Seconds W, a distance of 165.07 feet to an iron pipe and land to be conveyed to Michael W. Cummins and Susan M. Cummins;

thence turning and running along said land to be conveyed to Cummins N 47 Degrees 43 Minutes 53 Seconds E, a distance of 15.34 feet to an iron pin to be set;

thence turning and running along said land to be conveyed to Cummins N 30 Degrees 09 Minutes 09 Seconds W, a distance of 180.00 feet to an iron pin to be set;

thence running along said land to be conveyed to Cummins and remaining land of Michael W. Cummins and Susan M. Cummins, each in part, N 46 Degrees 50 Minutes 52 Seconds W, a distance of 207.37 feet to an iron pin to be set and land now or formerly of Mary Volk;

thence turning and running along said Volk land N 71 Degrees 59 Minutes 32 Seconds E, a distance of 45.60 feet to an iron pipe;

thence turning and running along said Volk land N 30 Degrees 09 Minutes 09 Seconds W, a distance of 360.23 feet to an iron pipe and land now or formerly of Grahame A. Burton and Elizabeth A. Burton;

thence running along said Burton land N 30 Degrees 09 Minutes 09 Seconds W, a distance of 72.66 feet to the end of a stone wall;

thence running along said Burton land and said stone wall N 29 Degrees 28 Minutes 00 Seconds W, a distance of 148.33 feet to a drill hole in a stone wall corner;

thence turning and running along said Burton land S 76 Degrees 53 Minutes 59 Seconds W, a distance of 34.59 feet to a stone pile;

thence running along said Burton land N 77 Degrees 37 Minutes 13 Seconds W, a distance of 38.97 feet to a fence post;

thence running along said Burton land N 85 Degrees 57 Minutes 48 Seconds W, a distance of 73.53 feet to a fence post;

thence running along said Burton land S 87 Degrees 34 Minutes 47 Seconds W, a distance of 46.56 feet to a fence post;

thence running along said Burton land N 72 Degrees 28 Minutes 11 Seconds W, a distance of 20.44 feet to a tree with wire;

thence running along said Burton land N 79 Degrees 18 Minutes 39 Seconds W, a distance of 218.04 feet to a fence post;

thence running along said Burton land N 83 Degrees 00 Minutes 59 Seconds W, a distance of 18.55 feet to a fence post;

thence running along said Burton land S 82 Degrees 27 Minutes 47 Seconds W, a distance of 98.89 feet to a fence post;

thence running along said Burton land S 75 Degrees 17 Minutes 30 Seconds W, a distance of 64.22 feet to a tree with wire;

thence running along said Burton land S 76 Degrees 54 Minutes 28 Seconds W, a distance of 72.52 feet to land now or formerly of Mark E. Snyder;

thence running along said Snyder land S 76 Degrees 54 Minutes 28 Seconds W, a distance of 144.71 feet to a fence post;

thence running along said Snyder land N 88 Degrees 59 Minutes 09 Seconds W, a distance of 74.73 feet to a fence post;

thence running along said Snyder land N 85 Degrees 39 Minutes 43 Seconds W, a distance of 31.49 feet to a fence post;

thence running along said Snyder land S 89 Degrees 45 Minutes 31 Seconds W, a distance of 95.98 feet to a tree with wire;

thence running along said Snyder land N 88 Degrees 53 Minutes 17 Seconds W, a distance of 70.44 feet to a fence post;

thence running along said Snyder land N 89 Degrees 25 Minutes 30 Seconds W, a distance of 98.61 feet to a fence post;

thence running along said Snyder land N 85 Degrees 31 Minutes 23 Seconds W, a distance of 23.35 feet to a drill hole at a stone wall angle;

thence turning and running along said stone wall and said Snyder land S 10 Degrees 07 Minutes 34 Seconds W, a distance of 57.39 feet to a point;

thence running along said stone wall and said Snyder land S 06 Degrees 55 Minutes 11 Seconds W, a distance of 160.68 feet to a drill hole and land now or formerly of John G. O'Shaughnessy and Anne H. O'Shaughnessy;

thence running along said stone wall and said O'Shaughnessy land S 04 Degrees 18 Minutes 08 Seconds W, a distance of 113.55 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 06 Degrees 42 Minutes 00 Seconds W, a distance of 88.96 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 08 Degrees 05 Minutes 29 Seconds W a distance of 33.76 feet to a drill hole at a stone wall intersection;

thence turning and running along said stone wall and said O'Shaughnessy land S 86 Degrees 13 Minutes 42 Seconds E, a distance of 36.13 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 80 Degrees 52 Minutes 52 Seconds E, a distance of 35.99 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 80 Degrees 54 Minutes 04 Seconds E, a distance of 89.71 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 68 Degrees 00 Minutes 48 Seconds E, a distance of 99.77 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 74 Degrees 57 Minutes 46 Seconds E, a distance of 30.99 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 81 Degrees 00 Minutes 32 Seconds E, a distance of 80.66 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 85 Degrees 44 Minutes 35 Seconds E, a distance of 36.29 feet to a point;

thence running along said stone wall and said O'Shaughnessy land N 81 Degrees 24 Minutes 56 Seconds E, a distance of 12.54 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 84 Degrees 26 Minutes 02 Seconds E, a distance of 44.80 feet to a point;

thence running along said stone wall and said O'Shaughnessy land S 67 Degrees 28 Minutes 47 Seconds E, a distance of 47.91 feet to a drill hole and a corner of said stone wall and land now or formerly of Keith G. Backman and Paula J. Backman;

thence turning and running along said stone wall and said Backman land S 04 Degrees 15 Minutes 29 Seconds W, a distance of 52.09 feet to a point;

thence running along said stone wall and said Backman land S 01 Degrees 13 Minutes 17 Seconds W, a distance of 26.59 feet to a point;

thence running along said stone wall and said Backman land S 20 Degrees 08 Minutes 15 Seconds W, a distance of 32.20 feet to a point;

thence running along said stone wall and said Backman land S 04 Degrees 55 Minutes 55 Seconds W, a distance of 68.78 feet to a point;

thence running along said stone wall and said Backman land S 11 Degrees 40 Minutes 41 Seconds W, a distance of 42.87 feet to a drill hole and land now or formerly of Kristen B. Pugliese and Matthew J. Pugliese;

thence running along said stone wall and said Pugliese land S 01 Degrees 14 Minutes 35 Seconds E, a distance of 36.07 feet to a point;

thence running along said stone wall and said Pugliese land S 29 Degrees 00 Minutes 43 Seconds W, a distance of 9.80 feet to a point;

thence running along said stone wall and said Pugliese land S 04 Degrees 37 Minutes 11 Seconds W, a distance of 118.52 feet to a point;

thence running along said stone wall and said Pugliese land S 01 Degrees 15 Minutes 30 Seconds E, a distance of 30.24 feet to a point;

thence running along said stone wall and said Pugliese land S 05 Degrees 05 Minutes 32 Seconds W, a distance of 45.02 feet to a point;

thence running along said stone wall and said Pugliese land S 09 Degrees 08 Minutes 15 Seconds W, a distance of 75.34 feet to a point;

thence running along said stone wall and said Pugliese land S 00 Degrees 23 Minutes 09 Seconds E, a distance of 112.32 feet to a point;

thence running along said stone wall and said Pugliese land S 14 Degrees 56 Minutes 06 Seconds W, a distance of 20.23 feet to a point;



thence running along said stone wall and said Pugliese land S 07 Degrees 12 Minutes 43 Seconds W, a distance of 18.17 feet to a drill hole and a stone wall intersection;

thence turning and running along said stone wall and said Pugliese land N 86 Degrees 39 Minutes 00 Seconds E, a distance of 13.83 feet to a point;

thence running along said stone wall and said Pugliese land S 75 Degrees 22 Minutes 53 Seconds E, a distance of 84.70 feet to a point;

thence running along said stone wall and said Pugliese land S 53 Degrees 55 Minutes 16 Seconds E, a distance of 69.79 feet to the end of said stone wall;

thence running along said Pugliese land S 72 Degrees 07 Minutes 16 Seconds E, a distance of 22.34 feet to a point and land now or formerly of Gaetano Ferraido and Marshal D. Gibson, trustees and Raffaella A. Ferraido and Marshal D. Gibson, trustees;

thence running along said Ferraido and Gibson, trustees land S 52 Degrees 11 Minutes 20 Seconds E, a distance of 38.60 feet to the end of a stone wall;

thence running along said Ferraido and Gibson, trustees land and said stone wall S 60 Degrees 36 Minutes 19 Seconds E, a distance of 42.03 feet to a point;

thence running along said Ferraido and Gibson, trustees land and said stone wall S 55 Degrees 38 Minutes 20 Seconds E, a distance of 68.44 feet to a point;

thence running along said Ferraido and Gibson, trustees land and said stone wall S 46 Degrees 12 Minutes 31 Seconds E, a distance of 93.54 feet to the end of said stone wall;

thence running along said Ferraido and Gibson, trustees land S 49 Degrees 14 Minutes 40 Seconds E, a distance of 12.43 feet to a capped iron pin and a north street line of Ingham Hill Road;

thence running along said street line S 81 Degrees 04 Minutes 09 Seconds W, a distance of 160.38 feet to a point;

thence running along said street line and along a curve turning to the left having a delta angle of 11 Degrees 47 Minutes 13 Seconds, a radius of 2025.00', an arc length of 416.58' to a point;

thence running along said street line and along a reverse curve turning to the right having a delta angle of 110 Degrees 47 Minutes 12 Seconds, a radius of 150.00', an arc length of 290.04' to a point;

thence running along said street line N 00 Degrees 04 Minutes 08 Seconds E a distance of 347.09 feet to a point;

thence running along said street line and along a curve turning to the left having a delta angle of 81 Degrees 40 Minutes 40 Seconds, a radius of 150.00', an arc length of 213.83' to a point;

thence running along said street line N 81 Degrees 36 Minutes 32 Seconds W, a distance of 149.50 feet to a point;

thence running along said street line N 84 Degrees 44 Minutes 52 Seconds W, a distance of 19.96 feet to an iron pin and land now or formerly of Deirdre McKenna Reed;

thence turning and running along said Reed land N 13 Degrees 36 Minutes 59 Seconds W, a distance of 148.45 feet to a merestone;

thence turning and running along said Reed land N 83 Degrees 36 Minutes 45 Seconds W, a distance of 350.89 feet to a drill hole;

thence turning and running along said Reed land S 23 Degrees 32 Minutes 16 Seconds W, a distance of 97.68 feet to a drill hole at the west end of a stone wall;

thence running along the westerly end of the implied limit of Ingham Hill Road S 23 Degrees 51 Minutes 23 Seconds W, a distance of 46.68 feet to a drill hole in the corner of a stone wall;

thence running along said stone wall and said Reed land S 04 Degrees 05 Minutes 52 Seconds W, a distance of 34.39 feet to a drill hole in a stone wall corner;

thence turning and running along said stone wall and said Reed land N 89 Degrees 57 Minutes 40 Seconds W, a distance of 221.64 feet to a point;

thence running along said stone wall and said Reed land N 55 Degrees 29 Minutes 47 Seconds W, a distance of 66.99 feet to an iron pin;

thence running along said stone wall and said Reed land N 65 Degrees 15 Minutes 48 Seconds W, a distance of 131.24 feet to a drill hole found in boulder;

thence turning and running along said Reed land S 04 Degrees 39 Minutes 30 Seconds W, a distance of 87.95 feet to a drill hole found in rock outcrop with chiseled 'B';

thence running along said Reed land S 05 Degrees 27 Minutes 57 Seconds W, a distance of 186.14 feet to a drill hole found in rock outcrop with chiseled 'B';

thence running along said Reed land S 04 Degrees 50 Minutes 57 Seconds W, a distance of 88.81 feet to a drill hole found in rock outcrop with chiseled 'B';

thence running along said Reed land S 04 Degrees 38 Minutes 52 Seconds W, a distance of 178.17 feet to a point;

thence running along said Reed land S 05 Degrees 17 Minutes 59 Seconds W, a distance of 99.71 feet to a drill hole found in boulder;

thence running along said Reed land S 05 Degrees 29 Minutes 46 Seconds W, a distance of 87.99 feet to a drill hole found in boulder;

thence running along said Reed land S 03 Degrees 10 Minutes 09 Seconds W, a distance of 85.05 feet to an iron pipe in a stone wall and land now or formerly of Karen A. Beebe;

thence turning and running along said Beebe land and said stone wall N 71 Degrees 41 Minutes 21 Seconds E, a distance of 56.39 feet to the end of said stone wall;

thence running along said Beebe land N 82 Degrees 43 Minutes 53 Seconds E, a distance of 82.93 feet to the end of a stone wall;

thence running along said Beebe land and said stone wall S 83 Degrees 05 Minutes 13 Seconds E, a distance of 28.21 feet to a point;

thence running along said Beebe land and said stone wall S 51 Degrees 57 Minutes 31 Seconds E, a distance of 17.53 feet to a point;

thence running along said Beebe land and said stone wall N 88 Degrees 28 Minutes 14 Seconds E, a distance of 20.69 feet to a point;

thence running along said Beebe land and said stone wall N 74 Degrees 04 Minutes 32 Seconds E, a distance of 85.63 feet to an iron pipe;

thence running along said Beebe land and said stone wall N 67 Degrees 45 Minutes 54 Seconds E, a distance of 34.56 feet to a point;

thence running along said Beebe land and said stone wall S 79 Degrees 33 Minutes 07 Seconds E, a distance of 214.45 feet to an iron pipe in a corner of said stone wall;

thence turning and running along said Beebe land and said stone wall S 00 Degrees 31 Minutes 02 Seconds E, a distance of 216.23 feet to a drill hole in a stone wall intersection;

thence turning and running along said Beebe land and said stone wall N 86 Degrees 39 Minutes 50 Seconds E, a distance of 50.21 feet to a point;

thence running along said Beebe land and said stone wall S 84 Degrees 30 Minutes 57 Seconds E, a distance of 62.09 feet to a drill hole;

thence running along said Beebe land and said stone wall N 86 Degrees 49 Minutes 39 Seconds E, a distance of 118.76 feet to a point;

thence running along said Beebe land and said stone wall N 83 Degrees 11 Minutes 35 Seconds E, a distance of 23.65 feet to a point;

thence running along said Beebe land and said stone wall N 74 Degrees 04 Minutes 30 Seconds E, a distance of 45.91 feet to a point;

thence running along said Beebe land and said stone wall N 57 Degrees 30 Minutes 05 Seconds E, a distance of 83.26 feet to a point;

thence running along said Beebe land and said stone wall N 61 Degrees 55 Minutes 39 Seconds E, a distance of 19.38 feet to a disturbed iron pin;



thence running along said Beebe land and said stone wall N 49 Degrees 05 Minutes 44 Seconds E, a distance of 47.08 feet to an iron pin;

thence running along said Beebe land and said stone wall N 63 Degrees 58 Minutes 27 Seconds E, a distance of 37.63 feet to a corner in said stone wall;

thence running along said Beebe land and said stone wall N 11 Degrees 02 Minutes 21 Seconds W, a distance of 93.76 feet to an iron pin;

thence running along said Beebe land and said stone wall N 07 Degrees 09 Minutes 31 Seconds W, a distance of 266.22 feet to a drill hole in a corner of said stone wall;

thence running along said Beebe land and said stone wall S 85 Degrees 18 Minutes 09 Seconds E, a distance of 198.37 feet the end of said stone wall;

thence running said Beebe land S 89 Degrees 18 Minutes 32 Seconds E, a distance of 27.86 feet to a street line of Ingham Hill Road;

thence running along said street line S 00 Degrees 04 Minutes 08 Seconds W, a distance of 73.97 feet to a point;

thence running along said street line and along a curve turning to the left having a delta angle of 110 Degrees 47 Minutes 12 Seconds, a radius of 200.00', an arc length of 386.72' to a point;

thence running along said street line and along a reverse curve turning to the right having a delta angle of 11 Degrees 47 Minutes 13 Seconds, a radius of 1975.00', an arc length of 406.30' to a point;

thence running along said street line N 81 Degrees 04 Minutes 09 Seconds E, a distance of 70.70 feet to a point;

thence running along said street line and along a curve turning to the right having a delta angle of 18 Degrees 57 Minutes 02 Seconds, a radius of 125.00', an arc length of 41.34', a chord bearing of S 89 Degrees 27 Minutes 20 Seconds E, a chord length of 41.16' to a face of a stone wall;

thence running along said street line and said face of a stone wall S 61 Degrees 45 Minutes 06 Seconds E, a distance of 47.24 feet to a point;

thence running along said street line and said face of a stone wall S 51 Degrees 12 Minutes 26 Seconds E, a distance of 19.20 feet to a point;

thence running along said street line and said face of a stone wall S 43 Degrees 48 Minutes 21 Seconds E, a distance of 27.79 feet to a point;

thence running along said street line and said face of a stone wall S 45 Degrees 59 Minutes 03 Seconds E, a distance of 92.78 feet to a point;

thence running along said street line and said face of a stone wall S 37 Degrees 11 Minutes 53 Seconds E, a distance of 61.67 feet to a point;

thence running along said street line and said face of a stone wall S 45 Degrees 34 Minutes 07 Seconds E, a distance of 25.23 feet to a point;

thence running along said street line and said face of a stone wall S 42 Degrees 59 Minutes 41 Seconds E, a distance of 31.48 feet to a point;

thence running along said street line and said face of a stone wall S 31 Degrees 27 Minutes 21 Seconds E, a distance of 11.08 feet to the point and place of beginning.

The herein described parcel of land contains 891.9 acres, more or less and is depicted as SUBJECT PROPERTY PARCEL OS-1 on the hereinafter referenced maps.

For a more particular description, reference is made to the following map set on file or to be filed in the town of Old Saybrook Land Records entitled:

"MONUMENTED PROPERTY SURVEY MAP OF THE PERIMETER OF LANDS OF RIVER SOUND DEVELOPMENT, LLC, ESSEX ROAD, WESTBROOK ROAD - CONNECTICUT ROUTE 153, INGHAM HILL ROAD, BOKUM ROAD, ESSEX, OLD SAYBROOK, WESTBROOK, CONNECTICUT, SCALE: 1"=500', DATE: OCTOBER 7, 2013, REVISED: FEBRUARY 18, 2015, SHEET 1 OF 15, AND SHEETS 8, 10, 11, 12, 13, 14, 3, 4, 5, 6, 7 and 9 OF 15, AT A SCALE OF 1" = 100' ", BY STEIN SURVEY.

TOGETHER WITH a 20 foot right of way over the southwesterly 20 feet of land as shown on Sheet 11 of 15 on said map extending from the above described land to Essex Road a/k/a Conn. Route #153. Said right of way is located entirely within the Town of Westbrook and extends from the Old Saybrook-Westbrook Town line which is the northwesterly corner of the hereinabove described premises to the southeasterly boundary line of Essex Road a/k/a Conn. Route #153. Said right of way is referenced in a deed dated April 30, 1999 and recorded in Volume 367, Page 948 of the Old Saybrook Land Records. Said right of way is for all purposes and was reserved in a deed dated November 26, 1976 and recorded in Volume 82, Page 334 Westbrook Land Records, and is referred to in a deed from John L. Palermo to Judith P. Damstaedt dated December 2, 1986 and recorded in Volume 114, Page 336 of the Westbrook Land Records. Said easement is also referenced in a deed to The Preserve, LLC dated April 30, 1999 and recorded in Volume 197, Page 445 of the Westbrook Land Records.

TOGETHER WITH the right to pass and repass for all lawful purposes over, upon and across the westerly side of Ingham Hill Road shown and designated as "Property Line 1687'± along middle of Ingham Hill Road (See Note 2)" on Sheet 12 of 15 on said map and Sheet 13 of 15 on said map extending to the Old Saybrook-Essex Town line.

## PARCEL OS-2

All that certain piece or parcel of land situated in the town of Old Saybrook, county of Middlesex, state of Connecticut, and being more particularly bounded and described as follows:

Beginning at a point, said point being along the southwest street line of Bokum Road and being an iron pipe having State Plane Coordinate System, North American Datum of 1983 coordinates of North 681,103.59 and East 1,094,939.57, said point also being the intersection of said street line with the north property line of other land of River Sound Development, LLC, also known as Parcel OS-3;

thence running along said north line of River Sound land, S 49 Degrees 11 Minutes 48 Seconds W, a distance of 356.00 feet to an iron pipe;

thence turning and running along the said east line of River Sound land, S 34 Degrees 00 Minutes 37 Seconds E, a distance of 85.00 feet to an iron pipe;

thence turning and running along the southeast line of said River Sound land, N 76 Degrees 25 Minutes 06 Seconds E, a distance of 340.00 feet to land now or formerly of Kevin J. Wakelee and Jennifer Wakelee and being marked by an iron pipe;

thence running along said Wakelee land S 54 Degrees 36 Minutes 25 Seconds W, a distance of 48.36 feet to a drill hole in large rock;

thence running along said Wakelee land, in part along a stone wall S 03 Degrees 43 Minutes 12 Seconds W, a distance of 142.17 feet to an angle in said wall;

thence running along said Wakelee land and in part said along said stone wall S 26 Degrees 11 Minutes 45 Seconds E, a distance of 25.84 feet to the southeast end of said stone wall;

thence running along said Wakelee land S 08 Degrees 47 Minutes 55 Seconds E, a distance of 55.03 feet to the north end of a stone wall;

thence running along said Wakelee land and said stone wall S 15 Degrees 05 Minutes 18 Seconds W, a distance of 42.03 feet to a point;

thence running along said Wakelee land and said stone wall S 25 Degrees 58 Minutes 27 Seconds W, a distance of 36.47 feet to the south end of said stone wall;

thence turning and running along said Wakelee land S 78 Degrees 56 Minutes 24 Seconds E, a distance of 19.10 feet to a point;

thence turning and running along said Wakelee land S 31 Degrees 05 Minutes 49 Seconds E, a distance of 26.19 feet to an iron pipe and the northwest corner of land now or formerly of Erin K. Souriyamath and Thanousith Souriyamath;

thence running along said Souriyamath land S 31 Degrees 05 Minutes 49 Seconds E, a distance of 47.00 feet to the northwest end of a line of blocking stones;

thence running along said Souriyamath land in part along said blocking stones and in part along a stone wall S 37 Degrees 35 Minutes 46 Seconds E, a distance of 100.65 feet to a drill hole in said stone wall;

thence running along said Souriyamath land and said stone wall S 35 Degrees 56 Minutes 00 Seconds E, a distance of 28.35 feet to a drill hole in the end of said stone wall;

thence running along said Souriyamath land S 41 Degrees 34 Minutes 55 Seconds E, a distance of 31.76 feet to an iron pipe and land now or formerly of John Morin and Tracey Morin;

thence running along said Morin land S 29 Degrees 43 Minutes 02 Seconds E, a distance of 10.85 feet to a 14" Beech tree with wire;

thence running along said Morin land S 37 Degrees 57 Minutes 19 Seconds E, a distance of 73.25 feet to the northwest end of a stone wall;

thence running along said stone wall and along said Morin land S 19 Degrees 20 Minutes 52 Seconds E, a distance of 20.28 feet to a point;

thence running along said stone wall and along said Morin land and land now or formerly of C.F. Pointkowski, LLC, in part by each S 44 Degrees 37 Minutes 04 Seconds E, a distance of 70.10 feet to a point;

thence running along said stone wall and along said Pointkowski land S 58 Degrees 43 Minutes 26 Seconds E, a distance of 17.44 feet to a point;

thence running along said stone wall and along said Pointkowski land S 41 Degrees 15 Minutes 04 Seconds E, a distance of 20.20 feet to a point;

thence running along said stone wall and along said Pointkowski land S 25 Degrees 04 Minutes 37 Seconds E, a distance of 70.33 feet to a point;

thence running along said stone wall and along said Pointkowski land S 29 Degrees 58 Minutes 00 Seconds E, a distance of 61.90 feet to a point;

thence running along said stone wall and along said Pointkowski land S 42 Degrees 28 Minutes 35 Seconds E, a distance of 16.91 feet to the southeast end of said stone wall;

thence running along said Pointkowski land S 33 Degrees 05 Minutes 08 Seconds E, a distance of 94.63 feet to the northwest end of a stone wall;

thence running along said stone wall and along said Pointkowski land S 17 Degrees 09 Minutes 52 Seconds E, a distance of 24.16 feet to a dirt road in a barway in said stone wall;

thence running across said road and along said barway and along said stone wall, in part by each, and along said Pointkowski land S 32 Degrees 42 Minutes 15 Seconds E, a distance of 39.29 feet to a point;

thence running along said stone wall and along said Pointkowski land S 37 Degrees 18 Minutes 48 Seconds E, a distance of 40.41 feet to a point;

thence running along said stone wall and along said Pointkowski land S 31 Degrees 50 Minutes 33 Seconds E, a distance of 28.28 feet to a point;

thence running along said stone wall and along said Pointkowski land S 27 Degrees 07 Minutes 55 Seconds E, a distance of 38.35 feet to a point;

thence running along said stone wall and along said Pointkowski land S 13 Degrees 58 Minutes 47 Seconds E, a distance of 53.30 feet to a point;

thence running along said stone wall and along said Pointkowski land S 22 Degrees 09 Minutes 36 Seconds E, a distance of 17.09 feet to a point;

thence running along said stone wall and along said Pointkowski land S 39 Degrees 03 Minutes 00 Seconds E, a distance of 49.57 feet to a point;

thence running along said stone wall and along said Pointkowski land S 34 Degrees 07 Minutes 37 Seconds E, a distance of 90.80 feet to the southeast end of said stone wall;

thence running along said Pointkowski land S 44 Degrees 39 Minutes 04 Seconds E, a distance of 28.91 feet to a stone pile;

thence running along said Pointkowski land S 28 Degrees 32 Minutes 02 Seconds E a distance of 18.70 feet to a stone pile;

thence running along said Pointkowski land S 32 Degrees 48 Minutes 38 Seconds E, a distance of 76.96 feet to the northwest corner of land now or formerly of land of Michael A. Spera and the northeast corner of land now or formerly of C.F. Pointkowski, LLC and an iron pin;

thence turning and running along said Pointkowski land S 61 Degrees 15 Minutes 38 Seconds W, a distance of 402.20 feet to land of State of Connecticut (also known as the Valley Railroad) to a point;

thence turning and running along said State land N 53 Degrees 48 Minutes 42 Seconds W, a distance of 46.64 feet to a point;

thence turning running along said State land N 35 Degrees 00 Minutes 48 Seconds E, a distance of 7.50 feet to a point;

thence turning and running along said State land N 54 Degrees 59 Minutes 12 Seconds W, a distance of 755.63 feet to a point;



thence running along said State land being a curve turning to the right having a delta angle of 32 Degrees 03 Minutes 05 Seconds, a radius of 2112.80', an arc length of 1181.90', a chord bearing of N 38 Degrees 57 Minutes 39 Seconds W, a chord length of 1166.55' to an iron pin and land now or formerly of Mark S. Bombaci, John M. Bombaci and Wayne O. Bombaci;

thence turning and running along said Bombaci land N 39 Degrees 03 Minutes 53 Seconds E, a distance of 106.93 feet to an 16" oak with wire;

thence running along said Bombaci land N 84 Degrees 06 Minutes 12 Seconds E, a distance of 32.50 feet to a stump with wire;

thence running along said Bombaci land N 25 Degrees 32 Minutes 30 Seconds E, a distance of 85.02 feet to an 16" oak with wire;

thence running along said Bombaci land N 34 Degrees 20 Minutes 43 Seconds E, a distance of 8.97 feet to an 18" stump with wire;

thence running along said Bombaci land N 58 Degrees 15 Minutes 50 Seconds E, a distance of 236.22 feet to an old stump with wire;

thence running along said Bombaci land N 52 Degrees 06 Minutes 30 Seconds E, a distance of 138.39 feet to a point and land now or formerly of Vergie E. Jurica;

thence turning and running along said Jurica land S 40 Degrees 17 Minutes 56 Seconds E, a distance of 89.53 feet to a point;

thence running along said Jurica land S 30 Degrees 46 Minutes 02 Seconds E, a distance of 3.70 feet to a point;

thence running along said Jurica land S 37 Degrees 32 Minutes 32 Seconds E, a distance of 101.97 feet to a point;

thence running along said Jurica land S 39 Degrees 06 Minutes 51 Seconds E, a distance of 88.53 feet to an 18" maple with wire;

thence running along said Jurica land S 31 Degrees 56 Minutes 55 Seconds E, a distance of 40.56 feet to a point;

thence running along said Jurica land S 27 Degrees 32 Minutes 46 Seconds E, a distance of 9.70 feet to a point;

thence running along said Jurica land S 43 Degrees 30 Minutes 31 Seconds E, a distance of 9.76 feet to a point;

thence running along said Jurica land S 35 Degrees 27 Minutes 40 Seconds E, a distance of 28.64 feet to a steel fence post;

thence turning and running along said Jurica land N 49 Degrees 11 Minutes 48 Seconds E, a distance of 430.32 feet to a point on the said southwest street line of Bokum Road;

thence turning and running along said street line S 38 Degrees 48 Minutes 55 Seconds E, a distance of 15.00 feet to a point on the north property line of other land of River Sound Development, LLC, also known as Parcel OS-3, an iron pipe and the point and place of beginning.

The herein described parcel of land contains 30.8 acres, more or less and is depicted as SUBJECT PROPERTY PARCEL OS-2 on the hereinafter referenced maps.

For a more particular description, reference is made to the following map set on file or to be filed in the Town of Old Saybrook Land Records entitled:

"MONUMENTED PROPERTY SURVEY MAP OF THE PERIMETER OF LANDS OF RIVER SOUND DEVELOPMENT, LLC, ESSEX ROAD, WESTBROOK ROAD - CONNECTICUT ROUTE 153, INGHAM HILL ROAD, BOKUM ROAD, ESSEX, OLD SAYBROOK, WESTBROOK, CONNECTICUT, SCALE: 1"=500', DATE: OCTOBER 7, 2013, REVISED: FEBRUARY 18, 2015, SHEET 1 OF 15 AND SHEETS 15, 4 AND 3 OF 15 AT A SCALE OF 1"= 100'," BY STEIN SURVEY;

and the following map filed in the Town of Old Saybrook Land Records as map number 3042 entitled:

"LAND OF ROBERT Pianta AND JOHN Pianta AND ROBERT A. Pianta AND CAROLYNN M. Pianta, BOKUM ROAD, OLD SAYBROOK, CONNECTICUT, 1"=80', JANUARY 2, 2004" BY JENNIFER MARKS, L.S., BL COMPANIES.



### PARCEL W-1

All that certain piece or parcel of land situated in the town of Westbrook, county of Middlesex, state of Connecticut, and being more particularly bounded and described as follows:

Beginning at a point, said point being the northwest corner of the herein described parcel of land and being along the east highway line of Essex Road, Connecticut Route 153, and being the southwest corner of land now or formerly of Lee Valiante and Cherylann Valiante and being north 676,705.02' and east 1,087,170.45' of the State Plane Coordinate System, North American Datum of 1983 and being marked by a concrete monument;

thence running along said Valiante land S 66 Degrees 36 Minutes 06 Seconds E, a distance of 98.35 feet to other land of River Sound Development, LLC, also being known as Parcel W-3, to a concrete monument;

thence turning and running along said other land of River Sound, Parcel W-3, S 23 Degrees 23 Minutes 54 Seconds W, a distance of 23.68 feet, to a concrete;

thence turning and running along said other land of River Sound, Parcel W-3, S 66 Degrees 36 Minutes 06 Seconds E, a distance of 73.87 feet, to a concrete monument;

thence turning and running along said other land of River Sound, Parcel W-3, N 23 Degrees 23 Minutes 54 Seconds E, a distance of 23.68 feet, to said Valiante land and a concrete monument;

thence turning and running along said Valiante land, S 66 Degrees 36 Minutes 06 Seconds E, a distance of 300.92 feet to other land of River Sound Development, LLC, also being known as Parcel OS-1 and being the Westbrook and Old Saybrook Town Line and a concrete monument;

thence turning and running along said other land of River Sound and said Town Line, S 42 Degrees 32 Minutes 59 Seconds W, a distance of 214.82 feet to Westbrook Town Line Monument 15;

thence running along said other land and said Town line S 25 Degrees, 06 Minutes, 07 Seconds W, a distance of 2.39 feet to a stone wall and land now or formerly of Stephen R. Barron and Jennifer J. Barron;

thence turning and running along said Barron land and said stone wall N 62 Degrees, 31 Minutes, 13 Seconds W, a distance of 23.66 feet to the end of stone wall;

thence running along said Barron land N 60 Degrees, 53 Minutes, 28 Seconds W, a distance of 10.27 feet to the end of a stone wall;

thence running along said Barron land and said stone wall N 61 Degrees, 30 Minutes, 04 Seconds W, a distance of 101.27 feet to a point;

thence running along said Barron land and said stone wall N 68 Degrees, 04 Minutes, 57 Seconds W, a distance of 28.72 feet to the end of said stone wall and a wire fence;

thence running along said Barron land and along said fence N 73 Degrees, 50 Minutes, 53 Seconds W, a distance of 168.24 feet to a point;

thence running along said Barron land and in part along said fence N 87 Degrees, 35 Minutes, 36 Seconds W, a distance of 56.36 feet to said highway line of Essex Road and an iron pipe;

thence turning and running along said highway line N 12 Degrees, 26 Minutes, 09 Seconds W, a distance of 27.90 feet to a Connecticut Highway Department monument;

thence running along said highway line N 18 Degrees, 06 Minutes, 07 Seconds E, a distance of 147.91 feet to a Connecticut Highway Department iron pin;

thence running along said highway line N 32 Degrees, 17 Minutes, 57 Seconds E, a distance of 66.66 feet to the point and place of beginning.

The herein described parcel of land contains 2.1 acres, more or less and is depicted as SUBJECT PROPERTY PARCEL W-1 on the hereinafter referenced maps.

For a more particular description, reference is made to the following map set on file or to be filed in the Town of Westbrook Land Records entitled:

"MONUMENTED PROPERTY SURVEY MAP OF THE PERIMETER OF LANDS OF RIVER SOUND DEVELOPMENT, LLC, ESSEX ROAD, WESTBROOK ROAD - CONNECTICUT ROUTE 153, INGHAM HILL ROAD, BOKUM ROAD, ESSEX, OLD SAYBROOK, WESTBROOK, CONNECTICUT, SCALE: 1"=500', DATE: OCTOBER 7, 2013, REVISED: FEBRUARY 18, 2015, SHEET 1 OF 15, AND SHEET 11 OF 15, AT A SCALE OF 1"=100' " BY STEIN SURVEY.

## PARCEL W-2

All that certain piece or parcel of land situated in the town of Westbrook, county of Middlesex, state of Connecticut, and being more particularly bounded and described as follows:

Beginning at a point, said point being the northwest corner of the herein described parcel of land and being along the easterly highway line of Essex Road, Connecticut Route 153 and being the southwest corner of land now or formerly of The Connecticut Light and Power Company and being north 677,229.79 and east 1,087,500.80 of the State Plane Coordinate System, North American Datum of 1983 and being marked by a concrete monument;

thence running along said Power Company land, S 82 Degrees 44 Minutes 50 Seconds E, a distance of 659.27 feet to the Westbrook and Old Saybrook Town Line and other land of River Sound Development, LLC, to a point;

thence turning and running along said Town Line and said other land, S 36 Degrees 59 Minutes 42 Seconds W, a distance of 207.06 feet to land now or formerly of Christine Ouellette;

thence turning and running along said Ouellette land N 69 Degrees 21 Minutes 27 Seconds W a distance of 129.77 feet to wire in 18" maple tree;

thence running along said Ouellette land N 63 Degrees 35 Minutes 13 Seconds W a distance of 127.13 feet to wire in tree;

thence running along said Ouellette land N 69 Degrees 53 Minutes 51 Seconds W a distance of 18.28 feet to wire in tree;

thence running along said Ouellette land N 59 Degrees 48 Minutes 24 Seconds W a distance of 41.12 feet to wire in fence post;

thence running along said Ouellette land N 65 Degrees 48 Minutes 36 Seconds W a distance of 36.19 feet to wire in fence post;

thence running along said Ouellette land N 64 Degrees 33 Minutes 07 Seconds W a distance of 24.85 feet to an iron pipe;

thence running along said Ouellette land N 82 Degrees 04 Minutes 50 Seconds W a distance of 227.39 feet passing through a capped iron pin, to said highway line;

thence turning and running along said highway line N 32 Degrees 09 Minutes 00 Seconds E a distance of 73.82 feet to the point and place of beginning.

The herein described parcel of land contains 1.6 acres, more or less and is depicted as SUBJECT PROPERTY PARCEL W-2 on the hereinafter referenced maps.

For a more particular description, reference is made to the following map set on file or to be filed in the town of Westbrook Land Records entitled:

"MONUMENTED PROPERTY SURVEY MAP OF THE PERIMETER OF LANDS OF RIVER SOUND DEVELOPMENT, LLC, ESSEX ROAD, WESTBROOK ROAD - CONNECTICUT ROUTE 153, INGHAM HILL ROAD, BOKUM ROAD, ESSEX, OLD SAYBROOK, WESTBROOK, CONNECTICUT, SCALE: 1"=500', DATE: OCTOBER 7, 2013, REVISED: FEBRUARY 18, 2015, SHEET 1 OF 15, AND SHEET 11 OF 15, AT A SCALE OF 1' = 100'" BY STEIN SURVEY.

**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' 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.

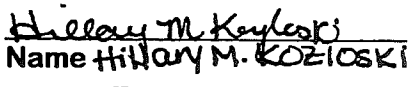
**IN WITNESS WHEREOF**, The Trust for Public Land has hereunto set its hand and seal.

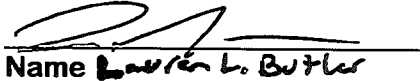
IN WITNESS WHEREOF, The Trust for Public Land has hereunto set its hand and seal.

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 Hillary M. KOZLOSKI

  
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      Date 4/2/15  
CT State Director  
Duly Authorized

WITNESSES      Signature  
Name in print

Martha Rice  
Name Martha Rice  
Sarah Pellegrino  
Name Sarah Pellegrino

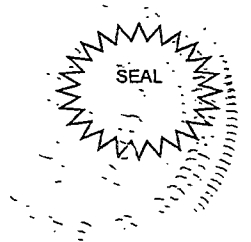
STATE OF CONNECTICUT )

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