

BLOOMFIELD TOWN COUNCIL
Monday, February 23, 2015
Council Chambers – 7:30 p.m.

Sydney T. Schulman, Mayor
Joan Gamble, Deputy Mayor
Patrick A. DeLorenzo Wayne Hypolite
Joseph P. Merritt Joel J. Neuwirth
E. Leon Rivers Derrick A. Seldon
Joseph Washington

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
 - A. Performance by Global Experience Magnet School (Black History Month)
 - B. Black History Month Proclamation
- IV. Citizens' Statements and Petitions
Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than five (5) minutes, unless permitted by the Mayor or councilor presiding.
- V. Report from Council Subcommittees
 - A. Community Services – Councilor Derrick Seldon
 - B. Administration & Education – Councilor Leon Rivers
 - C. Golf – Councilor Leon Rivers
 - D. Public Safety – Councilor Joe Washington
 - E. Committee on Committees – Councilor Joe Washington
 - F. Finance – Councilor Wayne Hypolite
 - G. Land Use & Economic Development – Deputy Mayor Joan Gamble
- VI. Council Business
 - New Business:
 - FY 14/15-44: Consider and Take Action Regarding Adoption of Resolution – Adopting 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update
 - FY 14/15:45: Consider and Take Action Regarding Partial Funding for Hawk Hill Easement/Purchase
- VII. Report from Mayor and Town Manager

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- VIII. Approval of Minutes
- IX. Council Comments
- X. Executive Session
 - A. Discussion Regarding Acquisition of Land
- XI. Adjournment

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager *PKS*
DATE: February 20, 2015
RE: FY 14/15-44: RESOLUTION – 2014-2019 CAPITOL REGION
NATURAL HAZARDS MITIGATION PLAN UPDATE

Please review the attached memorandum from Public Works Director John Lawlor regarding adoption of the resolution for the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

**The Town of Bloomfield Resolution Adopting
2014 – 2019 Capitol Region Natural Hazards Mitigation Plan Update**

WHEREAS, the Town of Bloomfield Town Council recognizes the threats that natural hazards pose to people and property with the Town of Bloomfield; and

WHEREAS, the Town of Bloomfield in collaboration with the Capitol Region Council of Governments (CRCOG) has prepared a multi-hazard mitigation plan known as the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update has identified mitigation goals and actions to reduce or eliminate long-term risk to people and property from the impacts of future natural hazards and disasters that affect the Town of Bloomfield and the region; and

WHEREAS, public and committee meetings were held between March 15, 2012 and October 2, 2013, regarding the development and review of the 2014 – 2019 Capitol Region Natural Hazards Mitigation Plan Update; and

WHEREAS, the Federal Emergency Management Agency/ Department of Homeland Security has approved the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update, on condition of local adoption, enabling the Town of Bloomfield to apply for Hazard Mitigation grant funding; and

WHEREAS, adoption by the Town of Bloomfield Town Council/Board demonstrates their commitment to achieving the hazard mitigation goals outlined in the Town of Bloomfield's section of the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED, that the Town of _____ Town Council/Board of Selectmen hereby adopts the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

Date of Adoption: _____

Signed: _____

(Chief Elected Official)

Name of Chief Elected Official: _____

TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK, TOWN MANAGER
FROM: JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS
SUBJECT: Adoption of 2014-2019 Hazard Mitigation Plan
DATE: 2/19/2015
CC: File

Each municipality within the Capital Region Counsel of Governments is asked to formally adopt the Capitol Region Natural Hazards Mitigation Plan Update by resolution of their local governing body. The adoption resolution should be on municipal letterhead, signed and dated by the Chief Elected Official. A certified copy of the adoption resolution should be signed, dated and stamped by the Town Clerk and mailed to CRCOG. Please present this to the Town Council for their review and approval.

I have provided a resolution template provided below based on that provided on Worksheet 8.1 in FEMA's "Local Mitigation Planning Handbook, March 2013" and has been approved by FEMA for use in adopting the Plan Update.

The Town of Bloomfield Resolution Adopting

2014 – 2019 Capitol Region Natural Hazards Mitigation Plan Update

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WHEREAS, the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update has identified mitigation goals and actions to reduce or eliminate long-term risk to people and property from the impacts of future natural hazards and disasters that affect the Town of Bloomfield and the region; and

WHEREAS, public and committee meetings were held between March 15, 2012 and October 2, 2013, regarding the development and review of the 2014 – 2019 Capitol Region Natural Hazards Mitigation Plan Update; and

WHEREAS, the Federal Emergency Management Agency/ Department of Homeland Security has approved the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update, on condition of local adoption, enabling the Town of Bloomfield to apply for Hazard Mitigation grant funding; and

WHEREAS, adoption by the Town of Bloomfield Town Council/Board demonstrates their commitment to achieving the hazard mitigation goals outlined in the Town of Bloomfield’s section of the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED, that the Town of _____Town Council/Board of Selectmen hereby adopts the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

Date of Adoption: _____

Signed: _____

(Chief Elected Official)

Name of Chief Elected Official: _____

Capitol Region Natural Hazards Mitigation Plan Update 2014 – 2019 Executive Summary

Introduction

Connecticut's Capitol Region encompasses the City of Hartford and twenty-nine surrounding suburban and rural communities. The Capitol Region Council of Governments (CRCOG) received Federal Emergency Management Agency (FEMA) funds through the Connecticut Department of Energy and Environmental Protection (DEEP) to develop a Natural Hazard Mitigation Plan Update for the thirty municipalities comprising the region:

City of Hartford	Town of Enfield	Town of Somers
Town of Andover	Town of Farmington	Town of South Windsor
Town of Avon	Town of Glastonbury	Town of Stafford
Town of Bloomfield	Town of Granby	Town of Suffield
Town of Bolton	Town of Hebron	Town of Tolland
Town of Canton	Town of Manchester	Town of Vernon
Town of East Granby	Town of Marlborough	Town of West Hartford
Town of East Hartford	Town of Newington	Town of Wethersfield
Town of East Windsor	Town of Rocky Hill	Town of Windsor
Town of Ellington	Town of Simsbury	Town of Windsor Locks

CRCOG staff and municipal officials from each community contributed to this planning project. The Capitol Region Emergency Planning Committee (CREPC) ESF-5 Emergency Management subcommittee was expanded to provide guidance to the update process. This plan update builds on the existing Pre-Disaster Natural Hazard Mitigation Plan of 2008. (All of the communities listed above except Stafford, which joined the Capitol Region in 2010, participated in the 2008 Plan.) The purpose of this plan is to identify natural hazards likely to affect the Capitol Region and its nearly 770,000 residents, assess our vulnerabilities to these hazards and set forth mitigation strategies that will reduce the loss of life and property, economic disruptions and the cost of post-disaster recovery for the region's communities. The benefits of preparing a Natural Hazards Mitigation Plan include:

- Improving the region's ability to deal with natural disasters and reduce losses
- Reducing the need for emergency response to natural disasters
- Enabling municipalities to access FEMA Hazard Mitigation Assistance Grants upon formal adoption of an approved plan
- Improving post-disaster recovery implementation

The plan considers the following natural hazards that affect the region:

- Dam failure
- Drought
- Earthquake
- Flooding
- Forest and Wild Land Fires
- Hurricanes and Tropical Storms
- Tornadoes and High Winds
- Severe Winter Storms

The impacts of these natural hazards were evaluated as well as the locations and groups of people particularly vulnerable to the effects of these hazards. Mitigation goals and strategies were developed at both the regional and local levels to reduce or prevent the damages to life and property that can result from these natural hazards. CROCOG and CREPC, in addition to local and other partners, are responsible for implementation of the regional goals contained in this plan. Each participating municipality identified its own mitigation goals and strategies and assumes responsibility for implementation of those measures.

Hazards Impacting the Capitol Region

The Capitol Region is vulnerable to the numerous natural hazards with flooding, winter storms and high wind events being the natural hazards that most frequently occur with enough severity to cause loss of life or property. To evaluate the impacts of these hazards on our region, we looked at historical accounts of major storms and other events; examined flood insurance claims data and public assistance provided after federally declared disasters; analyzed demographic data and physical features; and used a computer model to estimate losses due to flooding, hurricanes and earthquakes. The following is a brief summary of the natural hazards affecting the region and our communities.

Hurricanes and Tropical Storms

The Atlantic hurricane season extends from June 1st through November 30th each year. While the Capitol Region is spared the coastal storm surges associated with hurricanes, it is not immune from damaging winds and rain. According to the State's Hazard Mitigation Plan, a moderate Category II hurricane can be expected to hit Connecticut once every twenty-three to thirty years. A major Category III or IV hurricane may occur before 2040, based on 20th century trends.

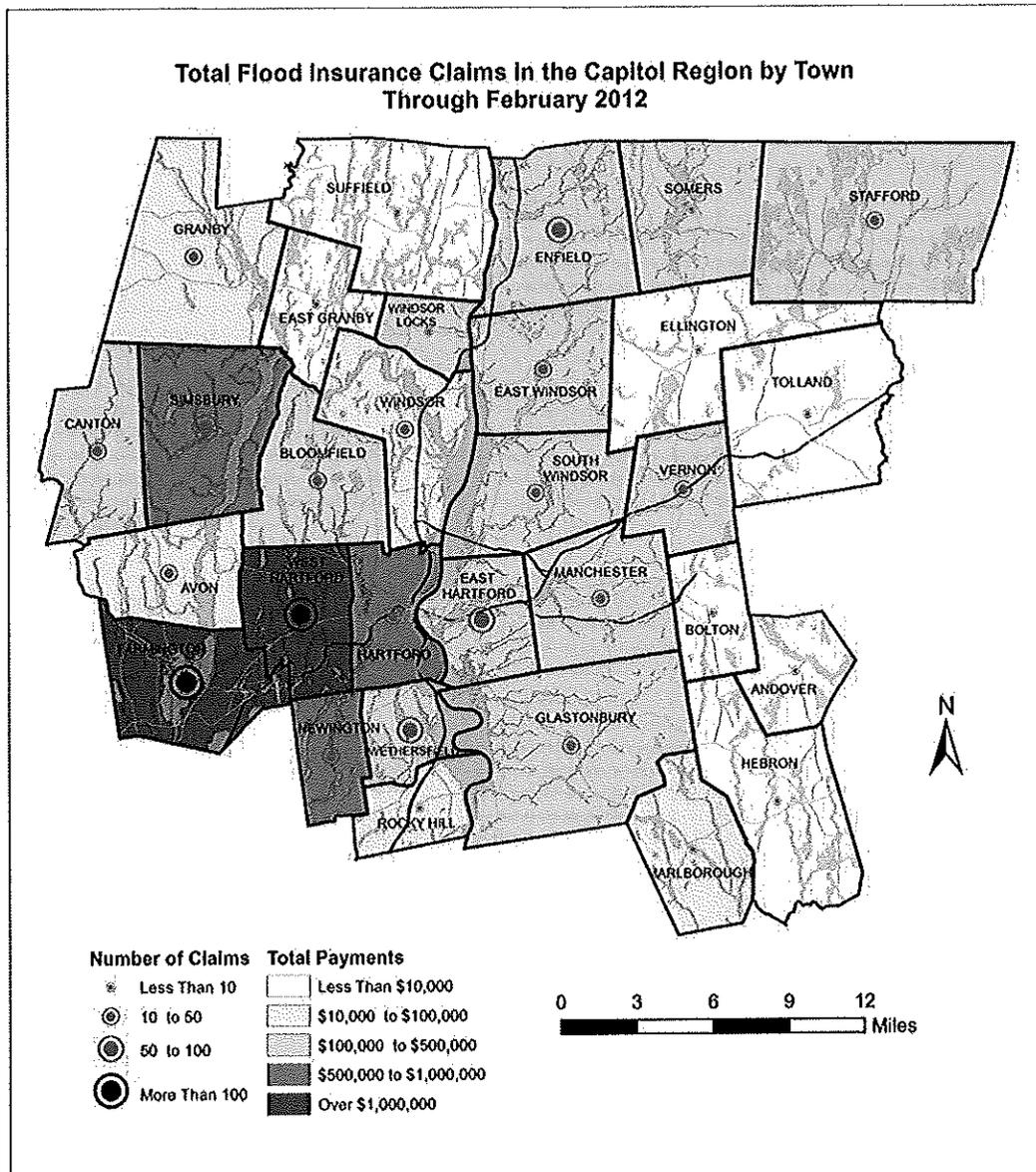
In August 2011, Hurricane Irene, which was downgraded to a tropical storm before hitting Connecticut, caused widespread damage to the region and state. Irene was responsible for three deaths associated with flooding and downed wires from falling trees. According to *The Hartford Courant*, insurance companies paid out \$235 million on more than 60,000 claims in Connecticut related to damage from Irene. However, this figure does not include hundreds of millions more in uncovered expenses and clean up costs for Connecticut's largest electric utility, Connecticut Light and Power. At the height of the storm some 754,000 residents were without power. Capitol Region cities and towns were widely affected by downed trees, flooding and power outages as a result of Irene. Many residents and businesses were without power over a week. According to the Connecticut Division of Emergency Management and Homeland Security, municipalities, other local and private nonprofit agencies incurred expenses of over \$3.18 million due to Irene. The municipalities and agencies are eligible for reimbursement of 75% of these costs under FEMA's Public Assistance program.

CROCOG used FEMA's Hazus-MH software to estimate the extent of physical damage and the economic losses to the region and our communities if we were hit with another hurricane similar to the Category III hurricane of 1938. The Hazus-MH hurricane model primarily considers wind damage for inland areas such as the Capitol Region which are not subject to storm surges. The model predicts the region could face economic losses of over \$3.6 billion and nearly 26,000 buildings with moderate or greater damage as a result of such a storm.

Floods

Flooding can occur as a result of other natural hazards such as heavy precipitation, hurricanes, winter storms, snow melt, ice jams or dam failures. The Capitol Region's numerous rivers and streams, as well as its urbanized areas, make floods and flash floods a regular risk. Individuals and local governments face significant economic

loss, risks to public safety, and degraded waterways from flooding. There is not a “flood season” per se in Connecticut; however, waterways are normally higher during spring, and are thus especially vulnerable to flooding from intense precipitation. Significant flooding can also occur as a result of hurricanes and tropical storms. According to the State’s Plan, major flooding of small rivers and loss of life can be expected every 5-10 years throughout the State. Major flooding of larger rivers, such as the Connecticut and Farmington, with loss of life and structural damage can be expected once every 30 years. Historic and widespread floods occurred in 1936, 1938, 1955, and 1982.



An analysis of claims filed under the National Flood Insurance Program in the Capitol Region demonstrates the potential for losses due to flooding. Since the program’s inception, over 1,200 claims resulting in payments of nearly \$7.8 million have been filed in the Capitol Region as of February 2012. Of these claims, 287 were repetitive loss claims (i.e., more than one claim over \$1,000 has been filed for flood damages to an

insured building over a ten year period). Nearly 100 properties have experienced repetitive losses in the Capitol Region. These losses have resulted in payments of over \$3.5 million. West Hartford and Farmington have had the highest overall and repetitive flood loss claims.

To help assess the risks we face from major flooding, CRCOG used FEMA's Hazus-MH loss estimation program to model the effects of flooding at the local level. The following table shows the damages each town in the region might face from a flood with a 1% probability of occurring in any given year (i.e., the 100 year flood). As can be seen, losses could be expected to be particularly high for Farmington River Valley communities.

Municipality	Total Estimated Economic Losses from a 1% (100 Year) Flood	Buildings at Least Moderately Damaged	Municipality	Total Estimated Economic Losses from a 1% (100 Year) Flood	Buildings at Least Moderately Damaged
ANDOVER	\$10,290,000	8	MANCHESTER	\$64,350,000	11
AVON	\$179,770,000	114	MARLBOROUGH	\$5,170,000	2
BLOOMFIELD	\$21,720,000	30	NEWINGTON	\$15,730,000	23
BOLTON	\$1,970,000	0	ROCKY HILL	\$4,740,000	1
CANTON	\$52,170,000	34	SIMSBURY	\$102,150,000	135
EAST GRANBY	\$13,340,000	13	SOMERS	\$12,790,000	10
EAST HARTFORD	\$33,550,000	41	SOUTH WINDSOR	\$33,240,000	48
EAST WINDSOR	\$17,970,000	26	STAFFORD	\$50,620,000	27
ELLINGTON	\$11,120,000	0	SUFFIELD	\$24,030,000	12
ENFIELD	\$91,120,000	135	TOLLAND	\$13,400,000	11
FARMINGTON	\$228,470,000	393	VERNON	\$50,460,000	76
GLASTONBURY	\$35,720,000	10	WEST HARTFORD	\$130,710,000	140
GRANBY	\$42,450,000	66	WETHERSFIELD	\$20,960,000	7
HARTFORD	\$206,450,000	61	WINDSOR	\$132,710,000	292
HEBRON	\$4,400,000	0	WINDSOR LOCKS	\$2,420,000	

Significant areas of the Capitol Region are vulnerable to flooding. Over 9% or 48,883 acres of the Capitol Region is located in flood plains. Over half of this land is zoned residential. Without restrictions on development in flood plains, lives and property are at risk.

Dam Failure

Dams provide vital benefits to our region such as water supply, power generation, flood control, and recreation, but in the event of failure, they can pose a threat to lives and property. Dam failure can happen for a number of reasons including as a result of natural disasters such as structural failure due to earthquakes or overtopping due to heavy precipitation. Dams in Connecticut are regulated by the Department of Energy and Environmental Protection (DEEP). According to the DEEP, there are 533 dams in the Capitol Region. Of these, 38 are Class C, or high hazard, dams. Failure of a Class C dam would result in probable loss of life, major damage to habitable structures, damage to major highways and great economic loss. The region also has 59 Class B, or significant hazard, dams. Failure in these dams would result in similar, but less severe damage. The State estimates there are nearly 12,000 people in Hartford County and 4,150 people in Tolland County within

the mapped dam inundation areas of high and significant hazard dams. The Capitol Region does not include all municipalities in Hartford and Tolland Counties thus the regional population exposed to this risk is likely lower, probably under two percent.

Severe Winter Storms

Connecticut is subject to blizzards, ice storms and nor'easters - storms characterized by strong, possibly damaging northeasterly winds. The Capitol Region receives an average annual snowfall of about 40", although snowfall amounts vary widely from year to year and can vary dramatically across the Region in any given storm. Severe winter storms can result in damage to buildings and infrastructure, loss of life, and disruptions to regional transportation and communication systems. Half of all federal disaster declarations for Connecticut over the past 20 years have followed major winter or snow storms. Federal assistance is frequently used to offset the snow/ice removal costs the State and municipalities incur. For example, a federal emergency was declared for the February 11-12, 2006 snowstorm in several counties in Connecticut (including Hartford and Tolland) to help share the costs of snow removal. In 2011, FEMA obligated over \$74 million in Public Assistance funds to the State of Connecticut to reimburse state agencies, local governments and eligible private nonprofit organizations for costs associated with the January 11-12, 2011 snowstorm and Storm Alfred in October. The frequency, intensity and timing of winter storms dramatically impacts snow removal budgets. Storm Alfred was particularly costly for municipalities because of the heavy debris loads resulting from the high number of fully leafed trees downed in this storm. Municipalities also incur higher labor costs for snow removal on weekends and holidays.

Tornados/High Winds

Connecticut averages approximately three tornadoes every two years; however, in the first week and a half of July 2013 four tornadoes hit the State including three which touched down in the Capitol Region. Hartford and Litchfield Counties are at the highest risk for tornadoes within the state based on historical patterns and locations of their occurrence. Between 1950 and 2003, Hartford County experienced 14 tornadoes and Tolland County experienced 10. Between 2006 and 2012, Connecticut experienced twelve tornados. Two of these were in Hartford County (Wethersfield and Bristol) and one in Tolland County (Somers). Typically, tornadoes occur between April and October. High winds and microbursts (strong straight-line downburst winds) can also inflict damage to property and result in injuries.

One of the country's most destructive tornadoes touched down in Windsor Locks and Windsor on October 3, 1979. The F4 tornado had winds in excess of 200 miles per hour, and tore an 11-mile path from Windsor to Suffield. The tornado killed 3 people, injured 500 and caused an estimated \$250 million (\$776,385,000 in 2011 dollars) in damage, in part because it struck the New England Air Museum destroying several planes and hangars.

Earthquake

Connecticut has a moderate risk of earthquakes based on the frequency of their occurrence, not the intensity of individual earthquakes. Between 1568 and 1989, the state had 137 recorded earthquakes. The Capitol Region experienced sixteen between 1837 and 2012. Of those where the magnitude was known, all were under magnitude 4.0. A strong earthquake centered in central Connecticut and thought to be 3.8 magnitude occurred on August 9, 1840.

Magnitude 3.0 to 3.9 earthquakes are often felt by people up to a hundred miles away from the epicenter but rarely cause damage. Magnitude 4.0 to 4.9 earthquakes cause shaking of objects indoors but generally cause none to slight damage. Magnitude 5.0 to 5.9 earthquakes can cause moderate to major damage to poorly constructed buildings but none to slight damage to other buildings. Connecticut incorporated building codes for seismic activity into the state building code in 1992. There were no requirements prior to that. So, while the risk for a very damaging earthquake is relatively low in the region, some structures may be impacted by less intense earthquakes depending on the soil and integrity of the structure.

Using FEMA's Hazus-MH software, CRCOG analyzed several earthquake scenarios to estimate the potential loss to property and life. One scenario run was based on a 1998 5.2 magnitude earthquake centered in Pennsylvania and the results were typical for the modeling of historic earthquakes: No buildings or transportation and utility infrastructure were estimated to be damaged as a result of such an earthquake here. No fires were expected to result and no debris was expected to be generated as a result of the earthquake. Also, no injuries, deaths or displacements were expected to result from the quake. There were no economic losses estimated from such an earthquake scenario here.

We also ran a simulation of a magnitude 5 earthquake with an epicenter in Hartford. Such an earthquake would be stronger than we would expect based on historical evidence and has a low probability of occurring. An earthquake of this magnitude, however, would inflict considerable damage on the Capitol Region. Hazus estimates that over 12% of the buildings in the region or about 30,700 buildings would be at least moderately damaged and nearly 1,000 buildings would be damaged beyond repair. Four hospitals, 89 schools, seven police stations, five fire stations and two emergency operations centers would suffer at least moderate damage although none would be completely damaged. Thirty bridges would be expected to be moderately damaged and one completely damaged. Numerous leaks and breaks in water, wastewater and natural gas lines would be expected. Power outages would be widespread. Four fires are estimated to be ignited due to the earthquake resulting in about \$3 million in building losses. Depending on the time of day that the earthquake struck, 40 to 85 deaths could be expected. Thousands of people would sustain minor injuries and hundreds would need hospitalization. Total economic losses estimated for such an earthquake would be \$6.57 billion. Total building related losses were estimated at \$5.51 billion with 47% of these losses attributed to residential properties.

If a 5.0 magnitude earthquake were centered in Moodus, an area of historic "rumblings," the effects on the Capitol Region would be considerably less severe. We ran a Hazus simulation of such an earthquake and found that only 1% of the buildings in the Capitol Region or about 2,200 buildings would be at least moderately damaged. Nearly 15 buildings in the region would be damaged beyond repair. No hospitals, schools, police stations, fire stations, emergency operations centers or bridges would suffer at least moderate damage and none would be completely damaged. Some leaks and breaks in water, wastewater and natural gas lines would be expected but no power outages would be expected. Only one fire is estimated to be ignited due to the earthquake. One death would be expected. About 40 people would sustain minor injuries and only a few would need hospitalization. Total economic losses estimated for the earthquake would be about \$300 million. Total building related losses were estimated at \$272 million with over 55% of these losses attributed to residential properties.

These simulations highlight the significance of the location of the epicenter to the damages that could be expected. A moderately strong earthquake centered near a more populated, built up area would be expected to result in considerably more damage than one located in a more remote area. Based on our history and

geology, the Capitol Region's vulnerability to damaging earthquakes is low. The damages we are likely to face here from earthquakes are much lower than in other parts of the nation and world.

Drought

Droughts periodically occur in Connecticut and can have serious consequences. While a drought does not pose immediate threats to life and property, it can have severe economic, environmental and social consequences. A lack of precipitation can affect not only agricultural production, but also tourism, water utilities, residential wells, businesses and more. Connecticut experienced notable droughts in 1957, 1964-67, 1980-81 and 2002. During the 2002 drought, several water utilities imposed mandatory water conservation and restriction measures on their customers, while most other companies imposed voluntary restrictions. Such restrictions can impact businesses as well as residences.

A meteorological drought was most recently declared for Hartford, Tolland and Windham Counties from April 12 through April 24, 2012 due to precipitation levels that were approximately half of normal levels. According to the NOAA Storm Events Database, rivers and streams were most affected as most ran at record low levels during the spring run-off season. The State did not issue a drought declaration, however, as reservoirs were at normal levels, thanks largely to above normal precipitation falling between August 2011 and November 2011. The main impact of this meteorological drought was periods of very high fire danger. Rainfall in the first half of 2013 has been higher than normal and drought seems unlikely for the near future. However, as the State's draft Natural Hazards Mitigation Plan Update notes, predicting the future occurrences of drought within any given time period is difficult.

Forest and Wildland Fires

Forest or wildland fires can cause not only long-term damage to vegetation and ecosystems, but also damage to developments, especially as residential development has increased in woodland areas. In the last twenty years, a few forest fires have occurred in the Capitol Region including a fire in May 1995 which burned nearly 40 acres in Tolland; a brush fire in April 1999 in Vernon which also burned about 40 acres and came within 100 feet of homes in a nearby neighborhood; and a fire in April 2005 which burned eight acres along the Farmington River in Avon. The scale of these fires is much less than those experienced in the western and midwestern United States; nonetheless forest fires here pose a risk to lives and property especially at the urban/woodland interface.

Mitigation Strategy

To address the impacts of these natural hazards, the planning committee and local and regional staff reexamined the goals, objectives and strategic mitigation activities proposed in the 2008 Plan as well as assessed our experiences with natural disasters of the last five years and considered input from the public and other stakeholders in order to develop a blueprint for better protecting our region over the next five years. Each mitigation action was prioritized and responsible agencies, potential funding sources and time frames for implementing the projects were identified. What follows is a brief outline of the regional and local strategies proposed.

We categorized the individual projects and actions proposed by the region and municipalities into the following types of measures:

Education & Awareness – Projects and actions in this category include measures to inform and educate local residents and businesses, elected and appointed officials, and other stakeholders. Types of outreach include general public informational outreach efforts such as use of local websites to post information, mailings with tax statements, newspaper advertisements, press releases, e-mail blasts, etc. Other measures in this category include targeted outreach efforts to specific groups which could include more direct contact such as meetings. Also included are workshops, forums, fairs, seminars and the like.

Natural Resource Protection – Actions included in this category are those that not only minimize hazard losses but also can preserve or restore functions of natural systems such as stream corridor restoration, watershed management, wetlands preservation and restoration, and timber management.

Preparedness and Enhancement of Emergency Response – Actions in this category may not be thought of as directly tied to mitigation of damage due to natural disasters but they are measures vital to public safety and the restoration of normalcy in a community. In this regard, they play an important role in the reduction of losses a community will experience. Measures in this category include improving working relationships and coordination between agencies; securing new equipment, facilities, supplies and personnel to aid in emergency response; improving procedures related to emergency response; conducting emergency response training; and improving communications systems.

Prevention – Activities in this category generally include government actions or processes that influence the way land and buildings are developed, such as zoning regulations, floodplain regulations, building codes, open space preservation, and stormwater regulations. Also included are studies and assessments of risks and vulnerabilities including identifying and improving a community's ability to contact vulnerable populations; improving mapping and data analysis capabilities; and undertaking engineering studies to address drainage, flooding, and power outage issues. Other government actions and programs such as implementing procedures for improving operations, using tax incentives and capital improvement programming are also included in this category.

Structural Projects/Property Protection & Modifications – Activities in this category include modifications and retrofits of existing buildings, structures and infrastructure to protect or remove them from harm such as acquisition, relocation, elevation, flood proofing, installation of shatter proof glass, relining culverts, strengthening roofs, etc. Measures in this category could also include new construction or reconstruction projects to reduce the impact of hazards such as installation of improved drainage facilities, culverts, and other stormwater controls as well as undergrounding utilities. Expanding sheltering capacity and installation of backup power to critical facilities are other measures included in this category.

Regional Goal, Objectives and Mitigation Actions

Because of the regional nature of natural hazards and common concerns, some mitigation activities are better addressed at the regional level; however, the means to carry out certain activities may not be available to regional agencies, but are available to municipalities. For example, CRCOG cannot enact laws and regulations, levy taxes, or enter into construction contracts. This section establishes our regional strategy for addressing natural hazards and sets out the mitigation actions that may best be undertaken on a regional level.

Goal: Minimize the loss of life and property, and economic disruptions that can result from natural hazards.

Objective 1: Improve stormwater management and ground water recharge throughout the region to prevent increased flooding and lessen the effects of drought.

Mitigation Actions:

- 1.1 Encourage all municipalities in the Region to adopt regulations that incorporate or refer to recommended practices from the most current Connecticut Stormwater Quality Manual, Connecticut Guidelines for Erosion and Sedimentation Control and in particular, those which promote low impact development and green infrastructure techniques.
- 1.2 Encourage development that is in harmony with natural drainage systems in all municipalities through reviews of development referrals.
- 1.3 Foster improved understanding of the importance stream management, maintenance of natural drainage channels, and use of green infrastructure practices among municipal staff, inland wetlands commissions and planning and zoning commissions through education.
- 1.4 Continue participation with other regional planning agencies in Connecticut and Massachusetts in the Connecticut River Bi-State Partnership and, in particular, in the development of a Connecticut River Bi-State Corridor Management Plan.

Objective 2: Assist municipalities in implementing hazard mitigation strategies.

Mitigation Actions:

- 2.1 Work with member municipalities to maintain this regional natural hazard mitigation plan with updates at least every five years.
- 2.2 Work with member municipalities, state and federal agencies to improve availability of relevant data; including, but not limited to current land uses, vulnerable building stock inventories and values, and hazardous materials inventories.
- 2.3 Train CRCOG staff in HAZUS-MH software.
- 2.4 Assist member municipalities in pursuing federal and state funds to implement mitigation measures.
- 2.5 Incorporate natural hazard mitigation concerns into the regional plan of conservation and development and encourage municipalities to address natural hazards mitigation in local plans of conservation and development.
- 2.6 Encourage municipalities to participate in the National Flood Insurance Program's Community Rating System.

- 2.7 Work with municipalities to facilitate a process for improved communications with upstream communities to provide timely downstream notifications regarding water levels and releases from dams.
- 2.8 Encourage municipalities to increase their citizens' awareness and use of the Get Ready Capitol Region website. (<http://www.getreadycapitolregion.org/>)
- 2.9 Encourage FEMA to recognize the cumulative effect of winter storm events
- 2.10 Assist member communities in efforts to develop and maintain lists of functional needs populations and in improving involvement of functional needs persons in planning and training for hazard mitigation.

Objective 3: Assist municipalities in minimizing risks associated with power disruptions.

Mitigation Actions:

- 3.1 Monitor state efforts to assist municipalities in working with Connecticut Light & Power concerns over appropriate utility right-of-way maintenance, emergency response and the burial of transmission lines.
- 3.2 Encourage the installation of generators at critical facilities and in developments serving the elderly or special need populations through outreach and associated work with local officials.

Objective 4: Assist municipalities in minimizing risks associated with droughts.

Mitigation Actions:

- 4.1 Assist municipalities that do not currently have drought ordinances in enacting such ordinances to enable the enforcement of water conservation.
- 4.2 Assist in disseminating drought-related information by encouraging municipalities to post drought-related information released by the Connecticut Division of Emergency Management and Homeland Security or Connecticut Department of Public Health through their websites and/or newsletters, and by posting drought-related information on the Get Ready Capitol Region website.

Municipal Goals, Objectives and Mitigation Actions

Each of the thirty municipalities in the Capitol Region also reassessed its goals, objectives, and strategic mitigation actions from the 2008 Plan, and developed a new strategic course of action for the upcoming five years. In all, some 400 specific mitigation actions and projects are proposed. While many are unique to the individual communities, there are commonalities among the actions proposed, and all communities have proposed a range of activities including public education and awareness; natural resource protection; plans, studies and regulatory actions; structural projects and modifications to buildings, facilities and infrastructure; as well as measures to improve preparedness and emergency response. The table which follows summarizes these actions and projects.

Summary of Types of Mitigation Projects Proposed by Community

Municipal Strategic Mitigation Actions, Processes, Projects	Education & Awareness			Natural Resource Protection		Preparedness (Enhance Emergency Response)					Prevention				Structural Projects – Property Protection & Modifications			
	Informational Public Outreach	Targeted Outreach	Workshops and Forums	Preserve & Restore Natural Functions	Timber Management	Improve Coordination & Working Relationships	Improve Procedures	New Facilities, Equipment, Supplies, Personnel	Training	Improve Communications Systems	Assess Risks & Vulnerabilities	Assess/Protect Vulnerable Populations	Processes to Mitigate Damages to Life & Property	Strengthen Planning & Development Regulations	Acquisition/Relocation	Improve Drainage, Culverts, Roads & Bridges	Protect/Improve Utility Infrastructure	Strengthen/Protect Critical Facilities
Andover	X	X				X		X	X	X		X	X					X
Avon	X					X	X		X	X	X		X	X				X
Bloomfield	X							X	X	X			X			X		
Bolton	X			X		X				X	X		X			X	X	
Canton	X					X					X	X	X	X	X			
East Granby				X			X			X	X	X	X	X				
East Hartford	X		X						X	X	X	X				X		X
East Windsor	X			X		X		X	X		X	X	X			X		X
Ellington	X	X										X	X	X				X
Enfield	X							X		X	X	X	X			X		X
Farmington	X										X		X			X		X
Glastonbury	X							X				X	X	X		X	X	X
Granby	X				X	X	X	X	X		X		X	X		X	X	
Hartford			X						X	X		X	X			X		X
Hebron	X				X	X		X			X	X	X	X				X
Manchester	X	X				X	X				X					X		
Marlborough	X						X	X	X	X	X		X					X
Newington		X				X		X	X				X			X		
Rocky Hill						X	X	X		X			X	X	X	X		X
Simsbury		X				X				X		X	X	X		X		X
Somers	X	X										X	X			X		X
South Windsor	X					X	X	X	X		X	X	X	X			X	X
Stafford	X					X	X	X	X		X		X	X		X	X	
Suffield	X			X							X		X	X				
Tolland	X			X		X		X			X	X	X	X		X		X
Vernon	X	X						X		X		X				X		X
West Hartford								X	X				X					X
Wethersfield	X							X	X		X		X	X	X	X	X	X
Windsor	X	X		X			X	X	X		X		X			X	X	X
Windsor Locks	X												X			X		X
Capitol Region	X	X	X	X		X			X		X	X		X				

Planning Process

The Natural Hazards Mitigation Plan Update planning process began in early 2012 when the Federal Emergency Management Agency (FEMA) awarded the Capitol Region Council of Governments (CRCOG) a Pre-Disaster Mitigation Planning Grant to update its 2008 regional natural hazard mitigation plan. This Plan Update was developed in collaboration with the Capitol Region Emergency Planning Commission (CREPC), the Region's 30 municipalities and the Department of Energy and Environmental Protection (CT DEEP). A planning sub-committee provided guidance to the project. In July 2012, the planning committee met to reexamine the list of hazards impacting the Capitol Region. The committee agreed that the list of eight natural hazards identified in the 2008 Plan should continue to be considered the natural hazards addressed in the Plan Update. The committee rated the hazards for their significance and impact on the Region. Flooding ranked as the number one hazard of concern, followed closely by hurricanes and then by winter storms and tornados. The planning committee met again in February 2013 to reassess the regional mitigation strategies and in September 2013 to review the draft plan document.

CRCOG staff researched natural hazards and major storm events impacting the Region and State in the last several years. The data analyzed came from a variety of sources including FEMA, DEEP, the National Weather Service, regional newspapers, the United States Geological Survey, United States Census Bureau, municipalities and CRCOG's internal geographic information system as well as other resources. The data were used to evaluate natural disasters in terms of frequency, magnitude, areas of impact and economic loss. The collected data was analyzed using the CRCOG's geographic information system and HAZUS-MH, software developed for FEMA to estimate losses from earthquake, hurricanes and floods.

CRCOG staff led efforts to involve officials from each town in updating individual municipal sections. Meetings were held in each of the thirty municipalities and included local staff from a variety of departments including administration, planning, emergency management, police, fire, public health, sanitation, public works, engineering, information technologies, social services, human resources, boards of education, ambulance services, among others. In some towns citizens and elected officials also participated. Following these municipal meetings, CRCOG staff worked with the municipally designated staff contacts to incorporate the updates prepared by the municipalities. In all, over 400 local officials were involved in updating the municipal sections.

A variety of means were used to inform the public of the planning process and to gain public input on hazards, areas and issues of concern, and on mitigation measures. These specific outreach efforts included reports and presentations to local officials; web page updates; an opinion survey developed to solicit input from the public on local mitigation activities and strategies; a series of subregional public meetings. Specific efforts were also made to involve neighboring communities and other regional bodies including Connecticut Light and Power (CL&P) and the Metropolitan District (MDC) into the planning process.

From the survey and subregional meetings, we found there is strong support: 1) for using an emergency alert system to contact residents; 2) for measures which could help restore a sense of normalcy after a significant event, such as providing back-up power to important community facilities and ensuring that roads are quickly passable after storms; 3) for ensuring that the public is prepared for natural disasters through various means of outreach; 4) for training of municipal staff and volunteers for emergency response; for trimming or removing trees to reduce the potential for power outages; and 5) for ensuring the needs of vulnerable populations are addressed.

The public review and comment on the draft Plan Update extended from mid September through October 2013. Notifications of the availability of the plan are posted on CRCOG's website and all municipalities were asked to post similar notices on their websites. Two public meetings were held, one in Hartford and one in Enfield, to gather public comment. Comment was also solicited through the CRCOG website and emails to an extensive list of stakeholders developed during the plan update process. Following the public review, the draft Plan Update was revised to incorporate suggestions received and submitted the Connecticut Department of Energy and Environmental Protection (DEEP) for formal review. State officials reviewed the Plan Update and forwarded it to FEMA for federal review and approval. FEMA requested a number of revisions; these were addressed and the revised Plan Update was resubmitted for State and federal review. FEMA issued its Approval Pending Adoption August 29, 2014.

Plan Implementation and Maintenance

Upon approval of the Plan Update by FEMA, each municipality's governing body as well as CRCOG's Policy Board will need to formally adopt the Plan Update. CREPC will also be asked to append this plan to the Regional Emergency Support Plan (RESP) Plan.

Implementation of the strategies contained within this plan will depend largely on the availability of resources. Each municipality and CRCOG will have to consider the costs, availability of funding, and impacts of each strategy individually. The CRCOG Policy Development & Planning Department will be responsible for regional strategies and coordination with CRCOG Public Safety staff. The planning sub-committee of CREPC (ESF-5), which provided guidance to this project, will monitor progress on its implementation with assistance from CRCOG staff. The sub-committee will conduct annual outreach to municipalities to ascertain progress on proposed mitigation actions.

For more information on natural hazard mitigation planning, please visit CRCOG's website – http://www.crcog.org/community_dev/current_p_fema.html

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager 

DATE: February 20, 2015

RE: FY 14/15-45: RESOLUTION – PARTIAL FUNDING FOR HAWK HILL EASEMENT/PURCHASE

Please review the attached memorandum dated February 20th from Leisure Services Director David Melesko regarding partial funding for Hawk Hill Easement/Purchase.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

WHEREAS the Bloomfield Town Council on February 13, 2012, passed a resolution in support of the Wintonbury Land Trust's application for a grant under the Federal Farm and Ranch Lands Protection Program to obtain a conservation easement on the 45-acre Hawk Hill Farm, adjacent to Bloomfield's LaSalette Park; and

WHEREAS the Wintonbury Land Trust seeks to receive additional grant funds through the State Open Space and Watershed Land Acquisition Grant Program to either purchase the title or the development rights to Hawk Hill Farm

BE IT RESOLVED:

The Bloomfield Town Council supports the submission of an application by the Wintonbury Land Trust for a grant under the DEEP Open Space and Watershed Land Acquisition Grant Program to purchase or acquire the development rights to the 45-acre Hawk Hill Farm, adjacent to Bloomfield's LaSalette Park.

INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK
FROM: DAVID MELESKO
SUBJECT: HAWK HILL – NRCS FARM AND RANCH LANDS PROTECTION PROGRAM APPLICATION
DATE: FEBRUARY 20, 2015

In order to finalize the USDA Natural Resources Conservation Service (NRCS) Farm and Ranch Lands Protection Program (FRLPP) and as part of a larger transaction in cooperation with the Wintonbury Land Trust (the "WLT"), the Town of Bloomfield proposes to purchase and hold a conservation easement, substantially in the form attached hereto, on the 45-acre Hawk Hill Farm. The conservation easement will ensure that this working farm will remain in agricultural use in perpetuity thereby linking the Hawk Hill Farm with the adjacent LaSalette farm and preserving an agricultural corridor of about 250 acres. Because of its agricultural history, the town has been sensitive to the need to protect farmland and has consistently made this goal a part of its official Plan of Conservation and Development.

The Town will receive funding assistance by way of a FRLPP grant and other donations, and as part of the planned transaction, the WLT will acquire title to the Hawk Hill property subject to the Town's conservation easement

In order to complete the application to NRCS, the town needs to authorize the (a) allocation of \$214,000 for the purchase of the conservation easement (which will be provided to the Town by the WLT prior to closing) and (b) the execution of a Purchase and Sale Agreement in the form attached hereto. Thereafter the Town will enter into the Conservation Easement with Hawk Hill Associates as part of the larger transaction whereby Hawk Hill Associates conveys title to the Farm to the WLT.

The town has previously agreed to endorse the WLT application for State and Federal grants in connection with the planned acquisition:

Consider and Take Action Regarding Partial Funding for Hawk Hill Easement/Purchase

Whereas the Bloomfield Town Council on February 13, 2012, passed a resolution in support of the Wintonbury Land Trust's application for a grant under the Federal Farm and Ranch Lands Protection Program to obtain a conservation easement on the 45-acre Hawk Hill Farm, adjacent to Bloomfield's LaSalette Park; and

Whereas the Wintonbury Land Trust seeks to receive additional grant funds through the State Open Space and Watershed Land Acquisition Grant Program to either purchase the title or the development rights to Hawk Hill Farm

Be it resolved:

The Bloomfield Town Council supports the submission of an application by the Wintonbury Land Trust for a grant under the DEEP Open Space and Watershed Land Acquisition Grant Program to purchase or acquire the development rights to the 45-acre Hawk Hill Farm, adjacent to Bloomfield's LaSalette Park.

WLT Hawk Hill Funding and Grant Background 1/30/2014

The Town of Bloomfield and the WLT will cooperate to purchase Hawk Hill Farm from Hawk Hill Associates as follows.

Purchase Price of the Conservation Easement (as determined by appraisal) \$428,000

Payments of the Purchase Price:

- NRCS Grant funds to the Town \$214,000
- Town Contribution \$214,000

The Town's contribution will be funded by way of a similar contribution made to the Town by the Land Trust. In addition to the purchase price, the Town will also incur and pay for its own transactional costs and attorney's fees.

The whole transaction involves the Land Trust buying title to the farm property – subject to the Town's easement -- for a total purchase price of \$612,000 (including the price paid for the conservation easement). The WLT will receive a State of Connecticut Open Space Grant in the amount of \$248,000 to fund the remainder of the purchase price and its transactional costs in connection with this purchase and to provide some stewardship funds for the Farm.

The purchase and sale of the conservation easement shall be wholly conditioned upon the simultaneous completion of the entire transaction.

Wintonbury Land Trust shared responsibilities with the Town of Bloomfield

- Federal grant requires that the farm remain in agriculture

- State grant requires that there be a walking trail open to the public
- The foundation grants incorporate both the walking trail and agriculture in expected goals.
- Land Trust will own farm and contract with farmer to operate it
- The Town will monitor the easement and ensure the farming practices are consistent with an approved NRCS conservation plan which protects the agricultural resource
- WLT and Town will work together to:
 - Maintain an existing walking trail that follows the farm road, the field edge and connects to the LaSalette Trail and Duncaster Road.
 - Preserve existing state significant and prime agricultural soil and encourage local food production.
 - Encourage public use of the trails and appreciate the value of local food production.

Project History

- 2010- The Wintonbury Land Trust began discussions with the Bloomfield Conservation, Energy & Environment Committee (CEEC) about the LaSalette Trail, Agriculture and Greenways. Hawk Hill, a critical parcel along the trail, was targeted as an at risk property. A subcommittee was formed at CEEC to study these issues.
- 2010 –Hawk Hill Farm was one of four Projects noted on the WLT 2010 Project List.
- 2010 – The joint Hawk Hill project was presented to Town of Bloomfield Town Council and Economic Committee, Hawk Hill was a noted farm in the Agricultural Viability Grant WLT and the Town jointly administered. This study was referred to in the 2012 Bloomfield’s POCD.
- 2011 – Bloomfield’s Plan of Conservation and Development notes the LaSalette Trail on the Open Space Vision final document approved August 15, 2012
- 2012 – Town of Bloomfield applied for and received Federal Farmland Preservation Grant
- 2012 -- board voted to begin negotiations a second time with Hawk Hill Associates to purchase the Farm
- 2012- the Wintonbury Land Trust applied for and received a Bafflin Foundation Grant
- 2012 – The Wintonbury Land Trust applied for and received DEEP Open Space grant.
- 2013 - The Wintonbury Land Trust applied for and received two additional grants from 1772 and Hartford Foundation for Public Giving.

- 2014 –The Town of Bloomfield and the Wintonbury Land Trust resolved land encroachments, submitted DEEP survey and property description, obtained NRCS approval of appraisal securing the final NRCS easement price, NRCS extension and nearly completed negotiations for a final Purchase and Sale Agreement with Hawk Hill Assoc.

Time Frame – We are targeting May 30, 2015 for the closing.

Proposed Resolution:

Whereas the Bloomfield Town Council on February 13, 2012, passed a resolution in support of the Wintonbury Land Trust's application for a grant under the Federal Farm and Ranch Lands Protection Program to obtain a conservation easement on the 45-acre Hawk Hill Farm, adjacent to Bloomfield's LaSalette Park; and

Whereas the Town will acquire a perpetual conservation easement over the Hawk Hill Farm substantially in the form presented; and

Whereas the Town will cooperate with the Wintonbury Land Trust in connection with the Land Trust's acquisition of title to the Hawk Hill Farm subject to the Town's conservation easement,

Be it resolved:

The Bloomfield Town Council authorizes the Town Manager to:

1. execute and deliver an agreement to purchase a conservation easement from Hawk Hill Associates substantially in the form presented for a purchase price of \$428,000; and
2. execute and deliver, or cause to be executed and delivered, such agreements as may be necessary to apply for and obtain a grant from the USDA Natural Resources Conservation Service (NRCS) Farm and Ranch Lands Protection Program (FRLPP) in the amount of \$214,000 as presented; and
3. accept a donation in the amount of \$214,000 from the Wintonbury Land Trust as part of and in furtherance of this transaction; and
4. execute and deliver such documents and agreement as may be necessary to consummate the purchase of a perpetual conservation easement over the Hawk Hill Farm as contemplated herein for a Town contribution of \$214,000 and to incur other reasonable costs and transactional expenses in connection with the transaction

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") made the ____ day of February, 2015 (the "Effective Date") by and between **HAWK HILL ASSOCIATES**, a Connecticut general partnership ("Seller"), and **TOWN OF BLOOMFIELD**, a Connecticut municipal corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns the fee simple title to approximately 45 acres of land located on the east side of Duncaster Road in Bloomfield, Connecticut as more particularly described in the Trust Purchase Agreement (as defined below) (the "Land"); and

WHEREAS, Purchaser desires to acquire the hereinbelow defined Conservation Easement from Seller; and

WHEREAS, Seller desires to sell the said Conservation Easement to Purchaser, all upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Wintonbury Land Trust, Inc. has entered into a Purchase and Sale Agreement with Seller dated June 15, 2014, as amended by a First Amendment to Purchase and Sale Agreement dated November 10, 2014, as further amended by a Second Amendment to Purchase and Sale Agreement dated December 11, 2014, and as further amended by a Third Amendment to Purchase and Sale Agreement dated February 12, 2015 (collectively, the "Trust Purchase Agreement"), pursuant to which Trust Purchase Agreement Seller will sell the said Conservation Easement to Purchaser and the underlying fee in the Land to the Wintonbury Land Trust, Inc. as part of a single closing transaction such that each shall occur simultaneously and each being conditioned on consummation of the other.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Subject to the terms and provisions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, a conservation easement with respect to the Land in the form attached hereto as Exhibit A (the "Conservation Easement").
2. The purchase price to be paid for said Conservation Easement is \$428,000 (the "Purchase Price").
3. At the closing of the purchase and sale of the Conservation Easement (the "Easement Closing"), Seller shall execute and deliver to Purchaser the said Conservation Easement and the Purchase Price shall be paid to the Seller, each subject to and in accordance with the terms and conditions of the Trust Purchase Agreement, the terms and conditions of which are incorporated herein by this reference and made a part hereof. The Easement Closing is conditioned upon and shall occur simultaneously with the "Closing" as such term is defined in the Trust Purchase Agreement. Notwithstanding anything to the contrary stated or implied herein, neither Seller nor Purchaser shall be liable to the other

for any cause or reason in any way related to or arising from the failure of the Easement Closing to occur.

4. In the event that the Trust Purchase Agreement shall terminate for any reason whatsoever, this Agreement shall terminate and be void and of no further force or effect automatically and without the need for further action by the parties simultaneously with termination of the Trust Purchase Agreement.
5. Seller represents to and agrees with Purchaser, and Purchaser represents and agrees with Seller, that they respectively have had no dealings, negotiations or consultations with any broker in connection with this Agreement or the Conservation Easement in connection with this transaction. Seller and Purchaser shall each indemnify and hold the other free and harmless from all losses, damages, costs and expenses (including attorneys' fees) that either may suffer as a result of any claim or suit brought by any other broker or finder who claims that he participated with Seller or Purchaser, as the case may be, in this transaction, which indemnity shall survive the Easement Closing or the termination of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, and the parties consent to the jurisdiction of the Courts of the State of Connecticut in the event of any litigation arising hereunder.
7. The rights and obligations contained herein shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and assigns. Notwithstanding the foregoing, Purchaser may not assign this Agreement without first obtaining Seller's written consent. Any assignment in contravention of this provision shall be void.
8. Purchaser agrees that it shall not record this Agreement or any notice hereof on the Bloomfield Land Records. In the event the Purchaser violates this provision by so recording, such act shall render this Agreement terminated and null and void at the option of the Seller. Such option to terminate this Agreement shall be exercised and made effective by the Seller's execution of a Notice of Termination of this Agreement and the filing of the same for recording in said Land Records, which Notice shall be required to be signed only by the Seller to be effective.
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of a signature shall have the same legal effect as an originally drawn signature.

[Signatures follow on next page]

Executed and delivered as of the date first above set forth.

HAWK HILL ASSOCIATES:

TOWN OF BLOOMFIELD

By: _____
David G. Lauretti, Partner

By: _____
Name:
Title:

By: _____
Bess B. Twyman, Partner

By its execution below, Wintonbury Land Trust, Inc. consents to the execution and delivery of this Agreement by the parties hereto.

WINTONBURY LAND TRUST, INC.

By: _____
Name:
Title:

EXHIBIT A
Conservation Easement
[See attached]

After recording, return to:
Town of Bloomfield
Attn: Town Manager
800 Bloomfield Avenue
Bloomfield, CT 06002

GRANT OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (hereby referred to as "Grant") granted this ___ day of _____, 2015 by **HAWK HILL ASSOCIATES**, a Connecticut general partnership having an address at 6 Gale Road, Bloomfield, CT 06002, (hereby referred to as "**Grantor**" or "HHA"), is granted and conveyed to the **TOWN OF BLOOMFIELD**, a municipal corporation having its territorial limits with Hartford County and the State of Connecticut, specially chartered under the laws of the State of Connecticut ("**Grantee**"), and its successors and assigns forever and with a third party right of enforcement to the United States of America ("United States") acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS"), acting on behalf of the Commodity Credit Corporation, as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Protected Property as hereinafter described and its value for resource preservation and open space.

WITNESSETH:

WHEREAS, Grantor is the owner of certain agricultural real property in the Town of Bloomfield, County of Hartford and State of Connecticut, with an address of Duncaster Road, Bloomfield, Connecticut, which comprises 45.0+/- acres, more or less, as more particularly described in Exhibit A attached hereto (the "Protected Property");

WHEREAS, Grantee hereby confirms that it is a "qualified organization," as such term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is qualified to hold conservation easements under Sections 47-42a through 47-42c of the Connecticut General Statutes;

WHEREAS, Grantor wishes to convey to Grantee, for conservation purposes, a perpetual easement on the use which may be made of the Protected Property;

WHEREAS, Grantee believes the Protected Property, as described in Exhibit A attached hereto, to be a small, diversified working farm in the State of Connecticut, many of which have ceased to exist in Connecticut and throughout New England due to increased development pressures and decreased economic returns from competition with larger industrialized farms, the protection of which shall conserve productive agricultural land in Connecticut and prevent its change in use to residential, commercial or industrial development;

WHEREAS, Grantee and the United States have a mutual interest in preventing the conversion of agricultural lands to non-agricultural uses;

WHEREAS, the United States administers the Farm and Ranch Land Protection Program (FRPP) through the Natural Resources Conservation Service (NRCS) on behalf of the Commodity

Credit Corporation which provides funding for the purchase of Conservation Easements for the purpose of protecting agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land (16 U.S.C. Sections 3838h and 3838i).

WHEREAS, the Grantee administers a farmland protection program and has pending offers for acquiring agricultural conservation easements from landowners within the Town of Bloomfield, and the United States and the Town of Bloomfield have agreed to combine their resources to assure such areas are protected from conversion to non-agricultural uses;

WHEREAS, according to investigations performed by the Natural Resources Conservation Service, approximately 85% of the Protected Property is in or supports agricultural production and approximately 50% of the Protected Property's soils have been classified as prime or Connecticut important soils by the Natural Resources Conservation Service, United States Department of Agriculture. The primary purpose of this Grant is to protect the agricultural soils, agricultural viability, and general productive capacity of the Protected Property in perpetuity;

WHEREAS, conservation of the Protected Property is also for the scenic enjoyment of the general public and will yield a significant public benefit, specifically that the Protected Property will remain in an agricultural state that may be viewed and enjoyed by the public.

WHEREAS, Grantee hereby confirms that the conveyance to the Grantee of a Grant over the Protected Property is in furtherance of, and will serve the public purposes of, certain clearly delineated local conservation policies. The governmental policies pursuant to which the Protected Property is being preserved include but are not necessarily limited to:

(I) In 1963, the Connecticut General Assembly declared "that it is in the public interest to encourage the preservation of farmland, forest land and open space land in order to maintain a readily available source of food and farm products close to the metropolitan areas of the state, to conserve the state's natural resources and to provide for the welfare and happiness of the inhabitants of the state." (P.A. 490, 1; C.G.S. Section 12-107a);

(II) In 1971, the Connecticut General Assembly passed Public Act 173 (C.G.S. Sections 47-42a through 47-42c) that authorizes the creation and enforcement of conservation restrictions, "whose purpose is to retain land or water areas predominantly in their natural, scenic or open condition or in agricultural farming, forest, or open space use.";

(III) In 1978, the Connecticut General Assembly found that unless there is a statewide agricultural preservation program, "remaining agricultural land will be lost to succeeding generations and that the conservation of certain arable agricultural land and adjacent pastures, woods, natural drainage areas and open space areas is vital for the well-being of the people of Connecticut." As a consequence the General Assembly enacted a state program for the preservation of agricultural lands through the purchase of development rights (P.A. 78-232; C.G.S. Chapter 422a, Section 22-26aa through 22-26ii);

(IV) The Bloomfield Town Plan of Conservation and Development (2000) states that "...it is the responsibility of today's citizens to take the necessary steps to preserve this (agricultural) resource for the future."

WHEREAS, the current use of the Protected Property for agricultural production and its current improvements as documented in the Baseline Documentation Report (as hereafter defined) are consistent with the foregoing Conservation Purposes, and the agricultural, forest, open space, scenic, and historic resources of the Protected Property are collectively referred to herein as the "Conservation Values" of the Protected Property;

WHEREAS, Grantor intends that the agricultural and other Conservation Values of the Protected Property be preserved and maintained, and Grantor intends to convey to Grantee hereby the right to preserve and protect the agricultural and other Conservation Values of the Protected Property in perpetuity;

NOW, THEREFORE, in consideration of \$214,000, the foregoing and the mutual covenants, terms, conditions and easements contained herein and other good and valuable consideration the legal sufficiency of which is acknowledged by the parties, pursuant to Section 47-42a of the Connecticut General Statutes, the Grantor, as an absolute and unconditional grant, does hereby give, bargain, and convey unto the Grantee with WARRANTY COVENANTS, but subject to the matters set forth on Exhibit D attached hereto (the "Permitted Encumbrances"), this Conservation Easement in perpetuity and a third party right of enforcement to the United States over the Protected Property. This is a grant of a "conservation restriction" as defined in Conn. Gen. Stat. Section 47-42a(a).

1. *Conservation Purposes*

The primary purpose of this Grant is to protect the agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land, protecting the soils, agricultural viability, and agricultural productivity of the Protected Property in perpetuity. No activity that may significantly impair the actual or potential use of the Protected Property for agricultural production shall be permitted. To the extent that the preservation and protection of the additional Conservation Values (as defined on Page 2 hereof) of the Protected Property referenced above is consistent with the primary purpose of protecting the agricultural soils, agricultural viability, and agricultural productivity of the Protected Property in perpetuity, it is also the purpose of this Grant to protect those additional Conservation Values of the Protected Property. No activity that shall significantly impair the Conservation Values of the Protected Property shall be permitted.

2. *Definitions*

2.1 "Baseline Documentation Report" is that report prepared and adopted pursuant to Paragraph 10 hereof.

2.2 "Conservation Plan" is that plan, or modified plan adopted pursuant to Paragraph 4.2 hereof.

2.3 "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or

imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

2.4 **"Farming Activities"** means: The cultivation, raising, harvesting, or sale of any agricultural or horticultural commodity, including, but specifically not limited to:

- (a) Crops commonly found in the community surrounding the Protected Property;
- (b) Field crops, including, but not limited to, corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs, and dry beans;
- (c) Fruits and tree products, including, but not limited to, apples, peaches, grapes, cherries, nuts, berries, and maple syrup;
- (d) Vegetables, including, but not limited to, lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans;
- (e) Horticultural specialties, including seeds, Christmas trees, and flowers;
- (f) Livestock and livestock products, including, but not limited to, dairy cattle, beef cattle, sheep, goats, horses, poultry, bees, milk and other dairy products and eggs;
- (g) Pasture or field maintenance, including clearing hedgerow or creating a new field or pasture for agricultural purposes;
- (h) Composting and other soil enhancement activities;
- (i) Aquatic plants and animals and their byproducts;
- (j) Forestry Activities;
- (k) Community Supported Agriculture; and
- (l) Community Gardens.

Farming Activities shall include the production, primary processing, direct marketing, and storage of agricultural products produced principally (defined as more than 50%) on the Protected Property.

2.5 **"Building Envelope"** means that part of the Protected Property shown in Exhibit B within which the current farmhouse and barns are situated and where new structures may be built pursuant to Paragraph 7 hereof.

2.6 **"Forestry Activities"** means: planting, growing, spraying, pruning, or cutting of live or dead trees, in accordance with generally accepted forestry practices and best management practices.

2.7 "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment.

2.8 "Recreational Activities" means low-impact, non-developed uses which do not require impervious surfaces and are consistent with the purposes set forth above, such as exercise, sporting and non-motorized recreational activities that are predominantly outdoor in nature, including but not necessarily limited to hunting, fishing, walking, hiking, running, cross-country skiing, snow shoeing, horseback riding, and similar activities. Recreational Activities does not include any activities prohibited in Paragraph 3.10 and 3.11.

3. *Prohibited Uses*

The prohibited uses and reserved rights for the Protected Property are based on Grantee's evaluation of the Conservation Values of the Protected Property and Grantor's goals and objectives to continue limited private use and enjoyment of the Protected Property while ensuring that the Conservation Values of the Protected Property are protected in perpetuity.

Any activity on or use of the Protected Property inconsistent with the purpose of this Grant is prohibited. In addition, except as provided in Paragraph 4 hereof below and without limiting the generality of the foregoing, the following activities, acts, or uses are expressly prohibited on, over or under the Protected Property:

3.1 The legal or de facto division, subdivision, re-subdivision, or boundary line adjustment of the Protected Property, or any division of the title to the Protected Property in the form of condominium or cooperative form of ownership is hereby prohibited.

3.2 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Grant for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

3.3 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, except for storage and composting of biodegradable waste produced on the Protected Property, nor any placement

of underground storage tanks in, on, or under the Protected Property, except as permitted in Paragraph 7.5 hereof. The preceding sentence shall not apply to the above ground presence, use, or storage on the Protected Property of small quantities of the above mentioned substances that are generally recognized to be appropriate to normal residential or agricultural uses on the Protected Property.

3.4 Any commercial or industrial use of the Protected Property, except permitted Farming Activities, Forestry Activities, Recreational Activities, and Rural Enterprises as defined in Sections 2 and 6 hereof.

3.5 The construction or placement of any structure, building, landing strip, mobile home, asphalt or concrete pavement, tower, sodium vapor light, or any other temporary or permanent structure or facility on or above the Protected Property, except (i) for any structures, facilities, and other matters in existence as of the date of this Grant, (ii) as permitted in Paragraphs 4.9 and 7 hereof, or (iii) with approval of Grantee and NRCS.

3.6 Ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, stonewalls, minerals, or other materials, nor any building of paved roads or change in the topography of the Protected Property in any manner, except to the extent necessary in conducting Farming Activities or Forest Activities and provided that any soils removed shall be done so on a limited, local, and temporary basis and in accordance with the Conservation Plan.

3.7 Removal, destruction or cutting of trees, shrubs or plants, introduction of invasive plants and animals, or disturbance or change in the natural habitat in any manner, except as permitted in Paragraphs 4.2 and 4.3 hereof.

3.8 Changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor any activities on the Protected Property or on adjacent property if owned by the Grantor that cause erosion or siltation on the Protected Property.

3.9 Pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor activities on the Protected Property or on adjacent property if owned by Grantor, that would be detrimental to water purity, or that materially alter natural water level and/or flow in or over the Protected Property, except as permitted in Paragraph 4.7 hereof and consistent with the Conservation Plan.

3.10 Operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles, except in connection with Farming Activities and Forestry Activities as permitted in Paragraph 4.5 hereof.

3.11 The construction or placement of any permanent or temporary playing field, course, or court for recreational activities including, but not limited, to: golf, tennis, soccer, football, hockey, baseball, and/or basketball.

3.12 The granting of easements for utilities and roads when the road or utility will adversely impact the conservation values of the Protected Property.

3.13 The placement of signs except for signs to identify the farm, advertise products and services provided by the farm, and identify the farm as a participant in FRPP or other funding. Signage to be in accordance with local Town of Bloomfield ordinance.

4. *Grantor's Reserved Rights*

The Grantor reserves for himself, his heirs, successors and assigns, all rights accruing from the ownership of the Protected Property, including the right to continue to use the Protected Property for any purposes not inconsistent with or prohibited by this Grant. Without limiting the generality of the foregoing, the following activities and uses are hereby deemed by the Grantor and Grantee to be consistent with the conservation purposes of this Grant, and are expressly permitted to be carried out on the Protected Property in a manner that does not significantly impair the Conservation Values protected by this Grant:

4.1 The right to sell, give, mortgage, lease, devise, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Grant and written notice is provided to Grantee in accordance with Paragraph 14 hereof. No notice shall be necessary for liens allowed under Paragraph 24 hereof.

4.2 The right to conduct Farming Activities provided that all Farming Activities on the Protected Property, including the lawful and prudent use of agricultural chemicals, shall be conducted in accordance with a Conservation Plan, prepared or approved by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), or by its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event or at any time the basic type of agricultural operation on the Protected Property changes or ownership of the Protected Property changes, and shall provide for management of the Protected Property in a manner consistent with generally accepted best management practices, including, but not limited to, those practices identified by the NRCS Electronic Field Office Technical Guide, and in a manner that takes into account the protection of the Conservation Values of the Protected Property. The Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the standards and specifications of the NRCS Electronic Field Office Technical Guide or comparable source. Grantor or its successor or assign shall provide Grantee with a copy of the Conservation Plan within one year of execution of this Grant and with copies of any updates and/or revisions.

4.3 The right to conduct Forestry Activities provided that all Forestry Activities on the Protected Property, including the lawful and prudent use of agricultural chemicals, prescription burning, and harvesting of lumber, shall be conducted in accordance with generally accepted best management practices, including but not limited to those included in the publication Timber Harvesting and Water Quality in Connecticut, dated 1990 and revised 1998, and all subsequent revisions prepared by the Connecticut Department of

Energy and Environmental Protection. Grantor shall also conduct Forestry Activities in accordance with a Forest Management Plan, which takes into account the protection of the Conservation Values of the Protected Property provided, however that smaller scale Forestry Activities such as removal of dead trees or cutting firewood for personal use (not more than 2 cords per year) may be performed without the preparation of a Forest Management Plan. Any other cutting of firewood shall be performed pursuant to a Forest Management Plan. The Forest Management Plan shall be prepared by a certified forest practitioner approved by Grantee. Grantor or its successor or assign shall provide Grantee with a copy of the Forest Management Plan and any updates and/or revisions. Given the location of the Protected Property in a public water supply watershed, all such activity shall be conducted in a manner designed to prevent runoff, erosion, sedimentation, or drainage flows that would have a material adverse impact on the Protected Property or be inconsistent with the purpose of this Grant.

4.4 The right to conduct Recreational Activities compatible with the conservation purposes of this Grant, including the construction of an unpaved hiking trail shown on the Public Access Trail Map attached hereto as Exhibit C, and to conduct educational activities to promote agriculture.

4.5 The right to utilize motorized vehicles necessary to conduct permitted Farming Activities or Forestry Activities.

4.6 The right to construct, relocate on site, repair and maintain unpaved paths, trails and existing roadways, stone walls, bridges, culverts, gates and fences, and the right to utilize motorized vehicles in performing such activities. New unpaved roads may be constructed only if they are reasonably necessary for farming and forestry operations, with the prior consent of the Grantee. However, the use of any on-site materials must be done in a manner that is limited in scope and impact consistent with protecting the Conservation Values of the Protected Property.

4.7 The right to use, maintain, establish, construct, and improve water sources, watercourses and water bodies within the Protected Property for the uses permitted by this Grant, provided that Grantor does not materially impair the natural course of the surface water drainage or runoff flowing over the Protected Property. Grantor may alter the natural flow of water over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Protected Property, provided such alteration is consistent with the Conservation Purposes of this Grant and is carried out in accordance with law and the Conservation Plan. Grantor may conduct wetlands and watercourse habitat improvement or restoration, including invasive species control, as allowed by law and the Conservation Plan.

4.8 The right to remove, place, or replace soil or ground material to control and reduce soil erosion, when such modifications are conducted as part of the Conservation Plan and shall improve Farming Activities and Forestry Activities.

4.9 The right to construct, maintain, relocate, improve, and replace farm buildings and structures in the Building Envelope, subject to the approval of Grantee, as provided in Paragraph 7 hereof.

4.10 The right to convey the Protected Property with prior approval from the Grantee to a qualified non-profit organization or government entity for conservation purposes, pursuant to Paragraph 14 hereof. Grantor shall notify Grantee of any such transfers in accordance with Paragraph 14 hereof. Grantee hereby approves of the conveyance of the Protected Property to Wintonbury Land Trust, Inc.

4.11 The right to operate Rural Enterprises within the Building Envelope, and to utilize existing buildings for such use, in accordance with Paragraph 6 and 7.6 hereof.

5. *Permission of Grantee*

5.1 *Decisions of Grantee* -- Where Grantor is required to obtain Grantee's approval for a proposed action hereunder which is permitted subject to the Grantee's consent under the Grant in Paragraphs 4, 7, or 8 hereof, said approval (a) shall not be unreasonably withheld or delayed by the Grantee, (b) shall be sought and given in writing, (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action and (d) shall be when, in Grantee's reasonable discretion and in good faith, it determines that the proposed action will not substantially diminish or impair the Conservation Values of the Protected Property.

5.2 *Discretionary Consent* -- In addition, Grantee's consent for activities otherwise prohibited under Paragraph 3 hereof, or for any activities requiring Grantee's consent under Paragraph 3 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 hereof are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purposes of this Grant. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purposes of this Grant and (2) either enhance or do not impair any significant Conservation Values associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination or the impairment of the purposes of this Grant or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided within this Grant. Grantee shall not be liable for any failure to grant permission to Grantor under this subparagraph 5.2.

6. *Rural Enterprises*

Use of the Protected Property for Rural Enterprises is permitted within the Building Envelope, subject to Paragraph 7.6, provided that the Rural Enterprise shall be incidental and subordinate to the primary use of the Protected Property for agricultural and residential purposes.

“Rural Enterprises” shall consist of ancillary businesses or home occupations that support the financial viability of the use of the Protected Property for Farming Activities, including but not limited to, lawful home occupations, professional home offices, bed and breakfasts, farm machinery repair, firewood sale (not cut from the Protected Property) and distribution or educational programs. Trailer parks, golf courses, and auto dealerships are expressly prohibited. Buildings and improvements relating to Rural Enterprises must be completely located within the Building Envelope with the provision that buildings dedicated solely to Rural Enterprises are prohibited.

7. *Building Construction and Other Infrastructure Improvements*

Pursuant to Paragraph 22, prior to undertaking any material construction, reconstruction, or other improvement of any structures or improvements on the Protected Property as permitted herein, Grantor shall provide to Grantee notice so as to enable Grantee to review the proposed activity for compliance with the terms of this Grant. For the purposes of this Paragraph 7, the term “material” shall mean any change in an existing building or structure, other than fences or walls, that alters its existing footprint, or the creation of a new building or structure. Building construction and other infrastructure improvements are limited to the following:

7.1 *Fences and walls* – Existing fences and stone walls may be repaired and replaced, and new fences and stone walls may be built on the Protected Property, for purposes of reasonable and customary management and protection of crops, livestock, and wildlife.

7.2 *Existing Agricultural Structures and Improvements* – The existing agricultural structures and improvements may be repaired, enlarged, and replaced at their current locations or, if required by current zoning and municipal and health regulations, at another location in the Building Envelope.

7.3 *New Agricultural Structures & Improvements* – New buildings and other structures and improvements to be used primarily for Farming Activities may be constructed in the Building Envelope.

7.4 *Residential Dwelling* – Upon prior approval by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed, Grantor may (a) construct residential dwellings and reasonable accessory structures only within the Building Envelope and (b) modify existing structures to permit residential occupancy, provided that in each case, the residential use is in support of Farming Activities and/or Forestry Activities to provide housing for the operators of the Protected Property. Driveways to permitted structures may be paved with impervious materials. All such improvements and modifications shall be consistent with all applicable local zoning and inland wetland requirements.

7.5 *Utility Services and Septic Systems* – Wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, satellite dishes, septic waste disposal facilities, solar panels, or other utility services necessary to serve the

permitted uses and buildings permitted herein ("Utility Services") may be installed, maintained, repaired, removed, relocated, and replaced, and Grantor may grant Utility Services easements over and under the Protected Property for such purposes with prior approval of Grantee. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved. All utilities and septic systems shall be located so as to minimize any impacts to the Conservation Values.

7.6 *Rural Enterprises Improvements* – Existing buildings and improvements within the Building Envelope existing as of the date of this Grant, may be used for Rural Enterprises, pursuant to Paragraph 6 hereof. Existing buildings may be modified in support of Rural Enterprises provided that the total square footage of floor space used for Rural Enterprises does not exceed 2,600 square feet. Signage shall be allowed consistent with local zoning requirements.

7.7 *Ancillary Improvements* – Other improvements necessary to conduct the permitted uses under this Grant, such as small-scale facilities for the generation and transmission of electrical power or generating heat on the Protected Property, may be built in the Building Envelope of the Protected Property with the prior approval of Grantee. Such improvements shall not adversely affect the conservation values of the Protected Property.

7.8 *Impervious Surfaces* – Impervious surfaces are permanent, non-seasonal rooftops and concrete and asphalt surfaces. Impervious surfaces include residential buildings, agricultural buildings (with and without flooring), and paved areas both within and outside the protected property's Building Envelope. Impervious surfaces shall be limited to a maximum of 2% of the Protected Property.

8. *Water Rights*

The Protected Property subject to this Grant includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, the "Water Rights"). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights for the Protected Property or change the historic use of the Water Rights without the prior approval of Grantee. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the prior approval of Grantee.

9. *Ongoing Responsibilities of Grantor and Grantee*

As required by Section 12381 of the Food Security Act of 1985, as amended, the Grantor, its successors, or assigns, shall conduct agricultural operation on highly erodible land on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. The conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of this Conservation Easement Deed. However, the Grantor may develop and

implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance, and the Grantee shall take all reasonable steps (including efforts at securing volunteer compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) that there is a substantial, ongoing event or circumstance of noncompliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Conservation Easement Deed based on an act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

Unless otherwise specified below, nothing in this Grant shall require Grantor to take any action to restore the condition of the Protected Property after any natural disaster or other event over which Grantor had no control. Nothing in this Grant relieves Grantor of any obligation with respect to the Protected Property or easement on the use of the Protected Property imposed by law. Other than as specified herein, this Grant is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Protected Property, including, but not limited to, the following:

9.1 *Taxes* – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on the Protected Property in order to protect its interests, Grantor will reimburse Grantee for the same. Such payment shall constitute a lien on the Protected Property of the same priority as if the item would have become if not paid.

9.2 *Upkeep and Maintenance* – Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property. Grantor shall not be liable for Grantee's monitoring activities which do not constitute corrective action under Paragraph 11 hereof.

9.3 *Liability and Indemnification* – Grantor shall indemnify, defend, and hold harmless the Grantee from any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Protected Property or Grantor's acts or omissions, including but not limited to, the release, use, or deposit of any

hazardous materials on the Protected Property. Grantor shall, during its ownership of the Protected Property, keep the Protected Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and provide evidence of such insurance to Grantee annually.

Grantor shall indemnify and hold harmless the United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property, which may arise from, but not limited to, Grantor's negligent act or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws including all environmental laws.

Grantor (during its ownership of the Protected Property) and Grantee shall both maintain liability insurance sufficient insuring its obligations under this provision at least in the amounts of \$1 million per incident and \$2 million in the aggregate. Each shall name the other as an additional insured under the terms of the policy. Certificates of insurance, indicating appropriate insurance in full force and effect shall be delivered to the other annually within 7 days of renewal or more often if renewal is more frequent than annually.

10. *Baseline Documentation Report*

The Conservation Values of the Protected Property and its current use and state of improvement are described in a Baseline Documentation Report (the "Report"), including maps, photographs and other documentation prepared by Grantee. Grantee shall maintain the Report. The Report may be used by Grantee to establish that a change in the use or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee or Grantor of other evidence to establish the condition of the Protected Property as of the date of this Grant. If after the date of this Grant, the Grantee wishes to supplement the Report, the Grantee may do so and the Grantor may certify the report as amended.

11. *Enforcement*

Grantee and the United States shall have the right to enter upon the Protected Property at reasonable times and upon reasonable notice for the purpose of inspecting for compliance with the terms and enforcement of this Grant as follows: Grantee shall provide to Grantor advance notice of at least one week prior to entering onto the Protected Property, unless Grantee has a good faith belief that conditions exist which constitute an emergency and advance notice is impracticable. If Grantee determines that a violation of this Grant has occurred, pursuant to Paragraph 22 hereof Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Protected Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary through temporary or permanent injunction. In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation: (a) money damages, including

damages for the loss of the Conservation Values protected by this Grant; and (b) restoration of the Protected Property to its condition existing prior to such violation, including the removal of offending structures or activities.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that Grantor has violated this Conservation Easement, Grantor shall reimburse Grantee or the United States as the case may be for all its reasonable costs incurred in preventing, stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time.

The failure or delay of the Grantor or Grantee, for any reason whatsoever, to enforce this Grant shall not constitute a waiver of their rights. No waiver shall be binding unless executed in writing by the party making the waiver.

Violation of the terms of this Grant shall not result in any reversion or forfeiture of such violating party's right, title or interest in the Protected Property.

Under this Conservation Easement, the United States is granted a third party right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Grant caused by the unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign his/her right of action to Grantee, to join in any suit, and/or to appoint Grantee his/her attorney-in-fact for the purposes of pursuing enforcement action.

12. *Public Access*

The public shall have the right to enter upon and use the Protected Property during daylight hours within the area shown as Public Access Trail on the attached **Exhibit C** for purposes of educational or recreational activities which shall be limited to walking, hiking, horseback riding, and/or cross-country skiing and shall be conducted consistent with the purposes of this Grant and shall not adversely impact the soils or agricultural operations on the Protected Property. Grantee shall have the right to construct and repair unpaved paths, trails and bridges within the Public Access Trail. However, the construction and maintenance of any such paths, trails and bridges must be done in a manner that does not adversely impact the soils and agricultural operations and is limited in scope and impact consistent with protecting the Agricultural Conservation Values of the Protected Property.

13. *Transfer of Grant*

Subject to the Consent of the United States, Grantee shall have the right to transfer this Grant and any related or dedicated endowment to any private nonprofit organization or public agency that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code, which is authorized under Sections 47-42a through 47-42c of the Connecticut General Statutes to hold conservation restrictions and is reasonably satisfactory to the Grantor and the United States, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement and in accordance with the conditions in Paragraphs 26 and 27. If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Grant to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Grant.

14. *Transfer of Property*

Grantor agrees to specifically refer to the terms of this Grant in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in the Protected Property. Failure of the Grantor to incorporate such terms shall not affect the enforceability of this Grant. Pursuant to Paragraph 22, the Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Protected Property, or any part thereof or interest therein, to any third party, except that no notice shall be required for a conveyance of the Protected Property to Wintonbury Land Trust, nor for the conveyance from the Wintonbury Land Trust to the State of Connecticut.

15. *Amendment*

This Grant may be amended only with the advance written approval of the Grantee, the United States and Grantor or their respective successors and assigns, and provided that the amendment is consistent with the Conservation Purposes of the Grant, will not result in a net degradation of the Conservation Values of the Protected Property, and will not affect the enforceability of the Grant. Any such amendment shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with Section 47-42a through 47-42c of the Connecticut General Statutes, or any regulations promulgated pursuant to that law, and shall be duly recorded.

16. *Proceeds*

Grantor agrees that this Grant gives rise to a property right, immediately vested in Grantee and the United States, and may be extinguished in whole or part only with the approval of the Grantee and the United States. The fair market value of the Grantee's and the United States' property right is at least equal to the proportionate value that the perpetual conservation easement at the time of conveyance bears to the value of the property as a whole at that time. The measure of the fair market value of this Grant for the purpose of calculating relative compensation in the event of extinguishment is the fair market value of the whole property including the Grant and the

underlying fee retained by the Grantor, less the fair market value of said retained underlying fee, as of the time of this conveyance. That proportionate value of the Grantee's and the United States' property rights shall remain constant unless Grantor makes improvements to the Protected Property, in which event Grantor's, Grantee's and the United States proportionate value at the time of extinguishment shall be adjusted to reflect the value of such improvements. If a change in conditions takes place that makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee and the United States, upon a subsequent sale or exchange of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Grant. In addition, in the event of an involuntary conversion or condemnation of the Protected Property, which due to the federal property interest may only occur with the consent of the United States, the Grantee and the United States shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Grant. The Grantee shall use its share of the proceeds, at its sole discretion, in a manner consistent with the conservation purposes set forth herein. All expenses related to the termination of this Grant shall be paid out of the Grantor's and Grantee's shares of proceeds prior to distribution of the net proceeds as provided above and no such expenses shall be paid out of the United States share. Notwithstanding anything above to the contrary, in instances where the Grant is terminated, extinguished or condemned, whether in whole or in part, NRCS will collect the Commodity Credit Corporation's share of the Grant based on the appraised fair market value of the Grant at the time the Grant is terminated, extinguished or condemned. The Commodity Credit Corporation's share will be in proportion to its percentage of original investment.

17. *Regulatory Approvals*

The conveyance of this Grant by the Grantor to the Grantee shall not relieve Grantor of the obligation and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses of the Protected Property.

18. *Re-recording*

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Grant; for such purpose, the Grantor appoints the Grantee as its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on their behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

19. *Interpretation*

This Grant shall be interpreted under the laws of the State of Connecticut and the United States. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to affect the purposes of this Grant. If any provision in this Grant is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid. Any reference

to a specific paragraph or subparagraph shall be interpreted to include all subparagraphs or subparts thereunder.

20. *Successors/Co-holders*

Every provision of this Grant that applies to Grantor or Grantee shall be binding on and inure to the benefit of the parties and their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

21. *Severability*

Invalidity of any of the covenants, terms or conditions of this Grant, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

22. *Notices*

Any notices required by this Grant shall be in writing and shall be personally delivered or sent by first class mail, to Grantor, Grantee and the United States respectively at the following addresses, or to such other addresses as the parties may designate by notice:

To Grantor (prior to the conveyance of the Protected Property to Wintonbury Land Trust, Inc.):

Hawk Hill Associates
6 Gale Road
Bloomfield, CT 06002
Attn: Dave Lauretti

To Grantor (subsequent to the conveyance of the Protected Property to Wintonbury Land Trust, Inc.):

Wintonbury Land Trust, Inc.
52 Duncaster Road
Bloomfield, CT 06002
Attn: Dale Bertoldi

To Grantee:

Town of Bloomfield
Attn: Town Manager
800 Bloomfield Avenue
Bloomfield, CT 06002

To United States:

USDA Natural Resources Conservation Service
344 Merrow Road, Suite A
Tolland, CT 06084-3917

23. *Grantor's Title Warranty*

Grantor warrants that it has good and sufficient title to the Protected Property, free from all encumbrances, except the Permitted Encumbrances, and hereby promises to defend the Protected Property against all claims that may be made against it.

24. *Subsequent Liens on Protected Property*

No provisions of this Grant shall be construed as impairing the ability of Grantor to use this Protected Property as collateral for future indebtedness so long as any such liens are made subordinate to this Grant.

25. *Grantor's Environmental Warranty*

Grantor further warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor further warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property. Moreover Grantor hereby promises to defend and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

26. *Perpetuation of Grant*

Except as expressly otherwise provided herein, this Grant shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Grant not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee.

27. *Acceptance*

As attested by the signatures of its authorized officers affixed hereto, Grantee and the United States hereby accepts the rights and responsibilities conveyed by this Grant.

28. *Counterparts*

This Grant may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

TO HAVE AND TO HOLD this Grant of Conservation Easement unto Grantee and the United States, their successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

Hawk Hill Associates

By: _____
David Lauretti, Partner

By: _____
Bess B. Twyman, Partner

Witness:

Town of Bloomfield.

By: _____
Philip Schenk, Town Manager

STATE OF CONNECTICUT:

: SS. ____, ____, ____, CT

COUNTY OF HARTFORD :

Personally appeared, David Lauretti, a partner of Hawk Hill Associates, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of Hawk Hill Associates, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT:

: SS. ____, ____, ____, CT

COUNTY OF HARTFORD :

Personally appeared, Bess B. Twyman, a partner of Hawk Hill Associates, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of Hawk Hill Associates, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT:

: SS. ____, ____, ____, Hartford, CT

COUNTY OF HARTFORD :

Personally appeared Phillip Schenck, Manager of the Town of Bloomfield, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Town manager and the free act and deed of said Municipal Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Notary Public
My Commission Expires:

EXHIBIT A

DESCRIPTION OF EASEMENT AREA to be conveyed to Town of Bloomfield

A certain piece or parcel of land situated on the easterly side of Duncaster Road, in the Town of Bloomfield, County of Hartford and State of Connecticut as shown on a plan entitled "PROPERTY SURVEY PREPARED FOR WINTONBURY LAND TRUST 20± DUNCASTER ROAD, BLOOMFIELD, CONNECTICUT, SCALE: 1 IN. = 100 FT., DATE: SEPTEMBER 2013, REVISIONS 11-1-2013 & 1-14-2014, certified substantially correct by Wilson M. Alford, Jr., P.E. & L.S. No. 9344, ALFORD ASSOCIATES, INC.," said map is recorded at the Office of the Town Clerk in the Town of Bloomfield as Map #___. Said piece or parcel being more particularly bounded and described as follows:

Beginning at a point in the east street line of Duncaster Road, said point being a westerly corner of property now or formerly of State of Connecticut and the southwest corner of the subject parcel;

thence along a curve to the left, 66.06 feet to a point, said curve has a radius of 3712.83 feet and a central angle of 1°01'10";

thence N 08°12'51" W, 598.68 feet to a point;

thence along a curve to the right, 35.59 feet to a bent rebar, said point being a northwest corner of the subject parcel and the southwest corner of property now or formerly of Patricia M Alvord, said curve has a radius of 955.91 feet and a central angle of 2°08'00";

the three (3) preceding courses being in the east street line of Duncaster Road;

thence S 89°33'51" E, along property of said Alvord, 314.00 feet more or less to a point being the southeast corner of said Alvord and the centerline of a brook;

thence northerly, in the centerline of the brook, along said Alvord and property now or formerly of James M Niland II & Lucy A Peoples, and property now or formerly of Mark E Sperandio, partly by each, 633+/- feet to a point on the southerly property line now or formerly of Jennifer Honen and the northwest corner of the subject parcel;

thence N 81°24'20" E, 202.50 feet more or less to a point;

thence N 84°20'30" E, 130.64 feet to a point;

the two (2) preceding courses being along property of said Honen;

thence N 81°48'50" E, along said Honen and property now or formerly of Raymond J & Judith Roy, partly by each, 195.00 feet to a point;

thence N 81°20'00" E, 97.15 feet to a point in a stone wall;

thence N 84°08'53" E, 236.09 feet along said stone wall to a point;

thence N 82°50'50" E, 305.60 feet to property now or formerly of Mark L & Diane C King;

the three (3) preceding courses being along property now or formerly of said Roy;

thence S 09°51'19" W, 10.73 feet to a point, said point being the southwest corner of said King;

thence N 77°00'29" E, 107.40 feet to a point;

the two (2) preceding courses being along said King;

thence N 83°32'19" E, 764.05 feet to a point, along said King and property now or formerly of David Lauretti & Bess Twyman, an access and utility easement, and property now or formerly of Tommy L & Lahwana A Wilson, Lucille & Robert F Morisse, Reno Daigle and Marilyn Y & Christopher L Carey, partly by each, said point being the northwest corner of property now or formerly of Alvaro A & Ana L Santos and the northeast corner of the subject parcel;

thence S 06°24'16" E, along property of said Santos, 112.11 feet to a point;

thence S 00°52'30" W, along said property of Santos and property now or formerly of Marcia J & Chester A Hicks, partly by each, 169.50 feet to a 1" pipe;

thence S 05°34'14" W, along said Hicks and property now or formerly of Cynthia M Robbins, Keith A Palmer and Rafael Gutierrez Jr, partly by each, 609.78 feet to a point and property now or formerly of Town of Bloomfield, said point being the southeast corner of the subject parcel;

thence S 82°39'40" W, 50.00 feet to a point;

thence S 82°04'40" W, 361.50 feet to a point;

thence S 80°07'00" W, 98.75 feet to a point;

thence S 86°13'42" W, 34.02 feet to a point being the northwest corner of said Town of Bloomfield and the northeast corner of property now or formerly of GHJCC Swim & Racquet Club LLC;

the four (4) preceding courses being along property of said Town of Bloomfield;

thence S 82°52'32" W, 345.04 feet to a point;

thence S 82°26'12" W, 516.77 feet to a point;

thence S 80°47'12" W, 409.45 feet to a point being the northwest corner of said GHJCC Swim & Racquet Club LLC and the northeast corner of property now or formerly of State of Connecticut;

the three (3) preceding courses being along said property of GHJCC Swim & Racquet Club LLC;

thence S 81°46'02" W, 315.54 feet to a point being the northwest corner of said State of Connecticut;

thence S 10°18'12" W, 365.15 feet to a concrete monument;

thence S 66°15'15" W, 51.65 feet to the point of beginning;

the three (3) preceding courses being along property now or formerly of said State of Connecticut.

Total Parcel Area = 45.0+/- Acres.

EXHIBIT B

BUILDING ENVELOPE

A certain piece or parcel of land situated in the Town of Bloomfield, County of Hartford and State of Connecticut as shown as "PROPOSED BUILDING ENVELOPE" on a plan entitled "PROPERTY SURVEY, PREPARED FOR WINTONBURY LAND TRUST, 20± DUNCASTER ROAD, BLOOMFIELD, CONNECTICUT, SCALE: 1 IN.=100 FT., DATE: SEPTEMBER 2013, REVISION 11-1-2013 & 1-14-14, ALFORD ASSOCIATES, INC.," said parcel is more particularly bounded and described as follows: Beginning at a point in the east street line of Duncaster Road, said point being the southwest corner of property now or formerly of Patricia M Alvord and the northwest corner of the subject parcel; thence S 89°33'51" E, along property now or formerly of Patricia M Alvord, 201.63 feet to a point; thence S 08°12'51" E, through 20± Duncaster Road, 181.00 feet to a point; thence S 81°47'09" W, through 20± Duncaster Road, 200.00 feet to a point; thence N 08°12'51" W, in the east street line of Duncaster Road, 175.74 feet to a point; thence along a curve to the right, 35.59 feet to the point of beginning, said curve has a radius of 955.91 feet and a central angle of 2°08'00"; containing: 39,235 SQ.FT of 0.901 ACRES.

Exhibit C

PUBLIC ACCESS TRAIL MAP

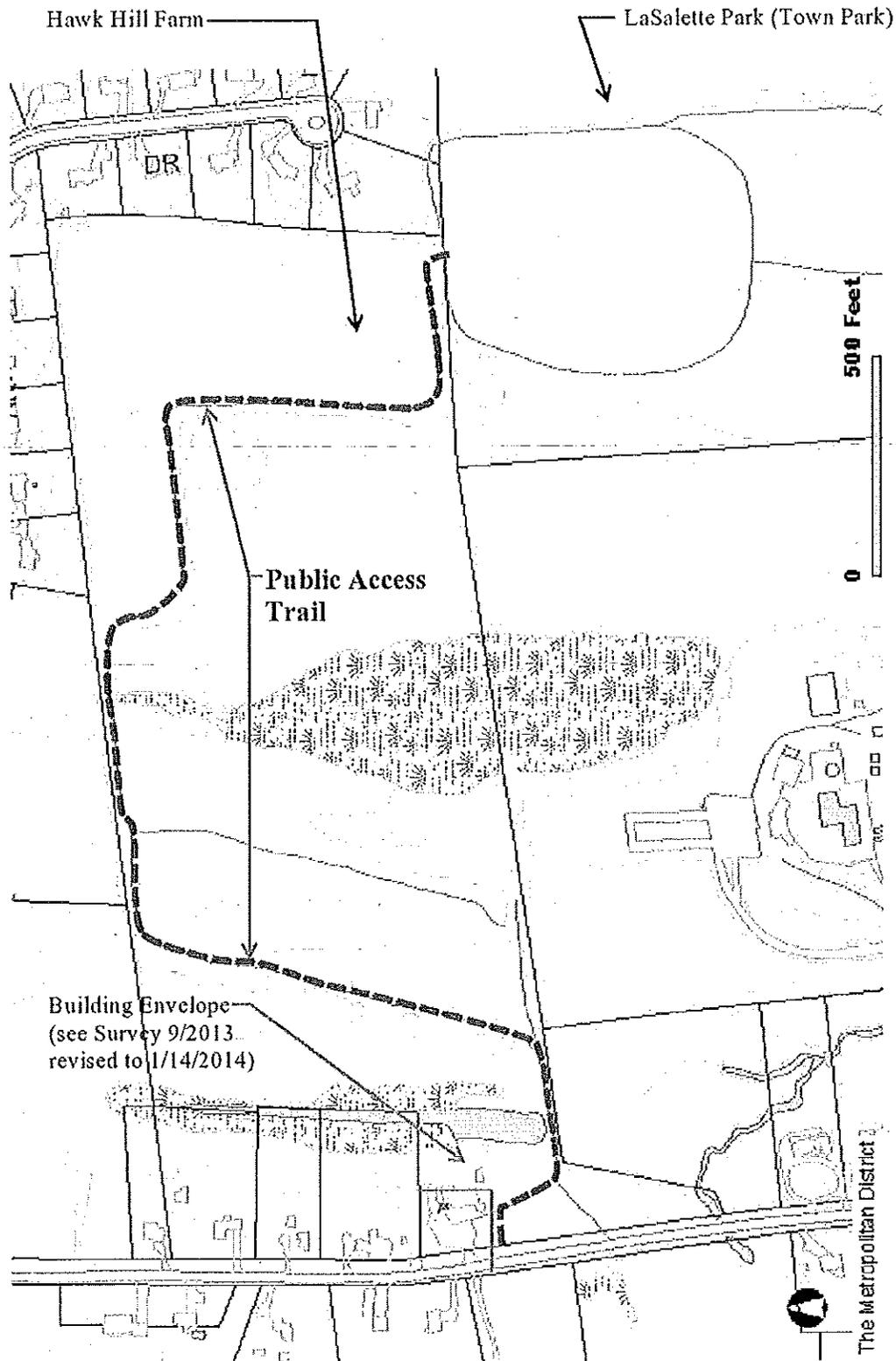


EXHIBIT D

PERMITTED ENCUMBRANCES

1. Any and all provisions of any ordinance, municipal regulation, or public law.
2. Real estate taxes and Fire District Taxes on the Grand List of October 1, 2013 and subsequent years, not yet due and payable.
3. Terms and provisions of the Access and Utility Easement dated April 25, 2013 from David Lauretti and Bess Twyman, as grantors, to Hawk Hill Associates, as grantee, and recorded in Volume 1725, Page 221 of the Land Records of the Town of Bloomfield.
4. Riparian rights of others in and to the brook and pond on the western portion of the Protected Property, the stream that crosses the southwestern corner of the Protected Property, the stream crossing the northerly boundary of the Protected Property, and the wooded swamp on the Protected Property, all as shown on the survey entitled "PROPERTY SURVEY PREPARED FOR WINTONBURY LAND TRUST, 20 +/- DUNCASTER ROAD BLOOMFIELD, CONNECTICUT" dated September 2013 and revised 11/1/2013 and 1/14/2014 and prepared by Alford Associates, Inc., which survey is on file with the Town Clerk of the Town of Bloomfield (the "Survey"); and
5. Dirt road crossing the northerly boundary of the Protected Property; path crossing the southerly boundary of the Protected Property; variations between the location of the wire fence and stone wall and the westerly, southerly, and easterly boundaries of the Protected Property; and 1" pipe along the easterly boundary of the Protected Property, all as shown on the Survey.