

LAW OFFICE
EUGENE C. CUSHMAN

One Post Hill Place
New London, CT 06320

Tel: (860) 447-2692
Fax: (860) 442-3845
Email: arco.corp@snet.net

October 3, 2022

Via Hand Delivery

Town of Montville Planning and Zoning Commission
Liz Burdick, Planning Director
310 Norwich-New London Tpke.
Uncasville, CT 03682

Re: Cornerstone Ventures, LLC - Gay Hill Road Resubdivision (Phase II)

Dear Ms. Burdick:

Please find attached hereto the items referenced in your 9/30/2022 email; to wit:

1. Special Permit Application;
2. Resubdivision Application;
3. Check for Public Hearing Fees of \$1,020.00;
4. By this letter, the Applicant is requesting waiver for roads and authorizing Tarbell, Heintz & Associates, LLC to act for the Applicants (see below); and
5. Checks for CLA to be delivered separately.

The bond estimate is provisionally the same as the previously withdrawn application. It will be revised once the revised plans are deemed acceptable by the Town. It is my understanding that you are in possession of the previous bond estimate. If that is not correct, please let me know and I will get it to you.

The Applicant is requesting a waiver of the provisions of Section 5.3.1 and 7.1.6 of the Town of Montville Subdivision Regulations with respect to Beacon Lane. The distance from the intersection of Beacon Lane is 982.52 feet as delineated on sheet 12 of the revised subdivision submission. Utilizing the most conservative approach, the measured length of this cul-de-sac street to the curb line at the back of the cul-de-sac is approximately 1,031 feet. Therefore, a waiver is sought from the cul-de-sac length requirement of 1,000 feet in the amount of 31 feet.

Based upon prior interpretation of the Town of Montville Planning and Zoning Commission, Monahan Drive is not a cul-de-sac street due to the fact that emergency ingress and egress is provided to Swanty Johnson Road, thereby allowing emergency vehicles to access the subdivision from both Gay Hill Road and Swanty Johnson Road.

Town of Montville Planning and Zoning Commission
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Mike Tarbell of Tarbell, Heintz & Associates, Inc. is authorized to represent the interests of the Applicant before the Town of Montville Planning and Zoning Commission with respect to the subject resubdivision Application.

Please confirm this matter will be placed on the Agenda of the Town of Montville Planning and Zoning Commission for its regularly scheduled meeting in October, 2022.

Should you have any further requests to complete the application, please let me know. Thank you for your usual consideration and help in this matter.

Very truly yours,



Eugene C. Cushman

ECC:wlm

Enclosures

cc Cornerstone Ventures, LLC

LAW OFFICE
EUGENE C. CUSHMAN

One Post Hill Place
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September 29, 2022

Via Hand Delivery

Town of Montville Planning and Zoning Commission
Liz Burdick, Planning Director
310 Norwich-New London Tpke.
Uncasville, CT 03682

Re: Cornerstone Ventures, LLC - Gay Hill Road Resubdivision (Phase II)

Dear Ms. Burdick:

Enclosed herewith, please find an Application for Cluster Resubdivision Approval with respect to property located at the southerly terminus of Monahan Drive, Montville, CT, which is being filed by this office on behalf of Cornerstone Ventures, LLC.

This application is a resubmission of the Application recently withdrawn from consideration, i.e., (023-003-000 - 29 lots, May 10, 2022).

The Application represents Phase II of a prior cluster subdivision application filed by 9R Burlake, LLC, which was approved by the Montville Planning and Zoning Commission in February, 2010, and later terminated.

Submitted herewith, and constituting the Application for Resubdivision approval are the documents filed with the Planning Commission on May 10, 2022, for the recently withdrawn application, which are now hereby being resubmitted as a Re-newed Application together with a letter of authorization from Cornerstone Ventures LLC, authorizing the Law Firm of Eugene C. Cushman and Michael L. Tarbell, Engineer of Tarbell, Heintz and Associates Inc. to represent its interests in all proceedings before the Town of Montville Planning and Zoning Commission with respect to the Resubdivision Application.

It is my understanding from prior communications with you that the application fee for the recently withdrawn application will be applied to this resubmission of that application.

As previously noted the open space dedication for this project, in toto (Phase I and Phase II) have been satisfied by a "Declaration and Grant of Conservation Easement in Favor of the Gay Hill Road Subdivision Homeowner's Association, Inc., Dated July 13, 2010 and Filed in Volume 551, Page 410 of the Montville Land Records."

Town of Montville Planning and Zoning Commission
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Please place this matter on the Agenda of the Town of Montville Planning and Zoning Commission for its regularly scheduled meeting in October, 2022.

Should you have any questions or require any further documents, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Eugene C. Cushman', written over a horizontal line.

Eugene C. Cushman

ECC:wlm

Enclosures

cc Cornerstone Ventures, LLC

GAY HILL ROAD RESUBDIVISION
Subdivision Review Checklist

- The original and one copy of a complete and correct subdivision/resubdivision application, collated and stapled.
- Letter of authorization from the property owner, authorizing agent to act on their behalf.
- Check or money order made payable to **Town of Montville** for fifty dollars (\$50.00) per lot in the proposed subdivision or fifty dollars (\$50.00). In the case of a resubdivision, the fee shall be based on the number of new lots created; however, in no case shall the fee be less than fifty dollars (\$50.00) per lot). In addition, if a Public Hearing is required, an additional four hundred fifty dollars (\$450.00) shall be due (plus the State of Connecticut fee in the amount of sixty dollars (\$60.00) .
- An estimate of the costs for public improvements and E & S improvements proposed for the subdivision, and basis for same.
- Where applicable, written copies of all agreements or other documents governing the use, reservation or maintenance of all land(s) whether or not to be deeded to the Town.
- Submission, in cases where drainage systems are proposed to be constructed, of a narrative report including all calculations used in the drainage design.

This checklist, completed by the applicant, must accompany the application.

- Fourteen (14) prints of the plan in one of the following sizes:
 - 36" x 24"
 - 24" x 18"
 - 18" x 12"
- All prints shall have a ½ inch border on three sides and a 2" border on the left side (fold plans).

Information to be included on the subdivision/resubdivision plan

- The name of the subdivision/resubdivision placed in the lower right hand corner of the plan. In addition, the name and address of the subdivider and owner of the property, scale, date of preparation, revisions should be there as well (title block).
- Scale of at least 1" = 100', or 1" = 40', or 1" = 20'.
- North point. The top of the sheet should be north, if practical.
- Name, Connecticut registration number and seal of the land surveyor and/or engineer. Cover sheets must contain a live seal.
- Key map at scale not smaller than 1"=1000' as an insert map on boundary plan. Include existing roads and watercourses within 2000'.
- Boundaries, dimensions and acreage of the property to be subdivided.
- Boundaries of properties and names of property owners within 100 feet of the proposed subdivision.
- Locations and designations of all wetlands, watercourses and rock out-croppings.
- Lot boundaries, dimensions, bearings, angles and areas in square feet (lot areas may be shown in tabular form on the same sheet).

- All existing buildings, pipe markers and any other physical evidence concerning property boundaries. When new markers are established, they shall be referenced to established points of the Connecticut Coordinate System, unless the applicant can show, in writing and to the satisfaction of the Commission, that such reference would be an unreasonable hardship because of distance or topographic problems.
- Locations of all existing and proposed easements, rights-of-way, drainage rights and open spaces.
- Location of street rights-of-way, bearings, curve data, including arc length, radii and central angles, street names, pavement widths, stations along center lines at 100-foot intervals, and locations of sidewalks and street pavement within the rights-of-way.
- The proposed name of each street. Street names shall be substantially different so as not to be confused in sound and spelling with present names in the town, except that streets that join or are in alignment with streets on abutting or neighboring property shall bear the same name.
- Contour lines at five-foot intervals. Elevations shall be referenced to U. S. Geological survey datum.
- Locations of proposed property line monuments and markers (monuments at front corner of lots).
- Show location of base flood (100-year storm) elevation data for that portion of the subdivision located within "A Zones" on the flood hazard boundary map or Flood Insurance Rate Map for Montville.
- Signature blocks shall be located along the right border of the plan. Refer to the subdivision regulations for all required signatures and statements.
- Where applicable, a construction plan as specified in the subdivision regulations.
- Erosion and sediment control plan in conformance with standards prescribed in erosion and sedimentation control handbook of the Soil Conservation Service and the Subdivision Regulations. Plan should be designated on sheet including construction plans, where applicable.
- n/a Deep test pits and percolation test holes in tabular form on plan; including date tests were witnessed by Health Director's Agent and who witnessed same.
- Locations of proposed principal buildings, driveways, water supplies and sewerage disposal systems shall be shown on all lots containing wetlands, water courses, slopes in excess of ten percent, ledge outcrops or shallow to bedrock soils in order to permit the Commission to determine that the proposed lot can accommodate the intended use.
- Location of proposed underground utilities. The Commission may approve above ground locations where physical conditions make underground installation impractical.
- All road, sewer, and drainage design must conform to Town specifications. Please refer to the Subdivision Regulations to insure that your application meets all applicable design requirements.

REPS 17

Hellier, MELBA M. McLOY

736 ROUTE 32

WINDSOR, CT 06392



Doc ID: 002231720003 Type: LAN

BK 558 PG 417-419

FIRST AMENDMENT TO THE
FIRST AMENDED AND RESTATED DECLARATION OF
GAY HILL ROAD SUBDIVISION, A DE MINIMIS PLANNED COMMUNITY

This First Amendment to the First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community, is made by 9R Burlake, LLC, the Declarant of the Gay Hill Road Subdivision and hereby amends the Declaration of Gay Hill Road recorded in Volume 551, Pages 404-409 of the Montville Land Records as previously amended and restated by the First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community, dated September 14, 2010 and recorded in Volume 553, Pages 146-153 of the Montville Land Records. This Amendment is made pursuant to the provisions of Paragraph 25 of the First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community, by 9R Burlake, LLC, the current owner of one hundred (100%) percent of the votes entitled to be cast at a meeting of the Association and is joined in by Gay Hill Road Subdivision Homeowner's Association, Inc., as the association of unit owners.

The First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community, recorded at Volume 553, Pages 146-153 of the Montville Land Records, is hereby amended by deleting therefrom Paragraph 2 thereof, in its entirety, and by substituting in lieu thereof the following Paragraph 2:

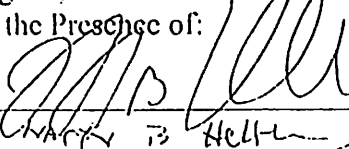
"2. Gay Hill Road Subdivision is a planned community located in Montville, Connecticut on land shown on a survey more particularly described as follows: "Corrective Geometry Record Subdivision Map 9R Burlake LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers - Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 8-27-10 Scale: 1" = 40' Drawn By M.L.T. Sheet Nos.: 1 Of 3, 2 Of 3 And 3 Of 3" (the "Survey" or the "Plan")."

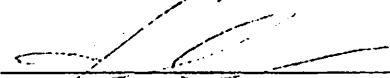
In all other respects, the First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community, recorded at Volume 553, Pages 146-153 of the Montville Land Records is hereby ratified and confirmed and continued in full force and effect.

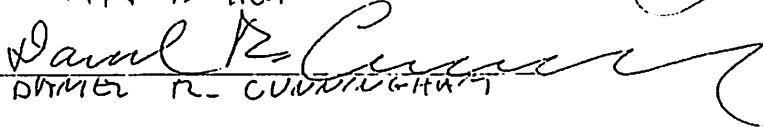
IN WITNESS WHEREOF, the Declarant has caused this First Amendment to First Amended and Restated Declaration to be executed this 15th day of February, 2011.

Signed, Sealed and Delivered
in the Presence of:

9R BURLAKE, LLC


Mark B. Hellier

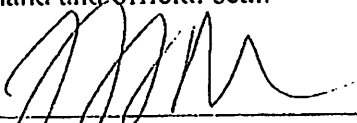
By:  (L.S.)
John C. George, Its Member


Daniel R. Cunningham

STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

On this the 15th day of February, 2011, before me, the undersigned officer, personally appeared John C. George, who acknowledged himself to be a Member of 9R Burlake, L.L.C, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as Member aforesaid and the free act and deed of 9R Burlake, L.L.C.

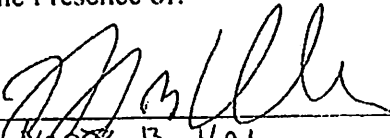
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

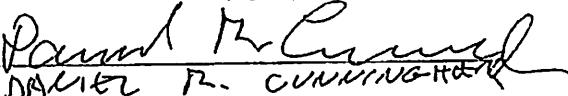


Harry B. Keller
Commissioner of the Superior Court

IN WITNESS WHEREOF, Gay Hill Road Subdivision Homeowner's Association, Inc., acting herein by John C. George, its President, has caused this First Amendment to the First Amended and Restated Declaration to be executed this 15th day of February, 2011.

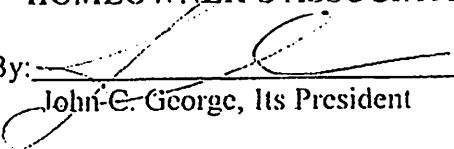
Signed, Sealed and Delivered
in the Presence of:



Harry B. Keller


DANIEL R. CUNNINGHAM

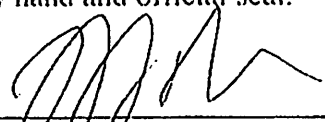
**GAY HILL ROAD SUBDIVISION
HOMEOWNER'S ASSOCIATION, INC.**

By:  (L.S.)
John C. George, Its President

STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

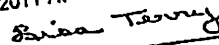
On this the 15th day of February, 2011, before me, the undersigned officer, personally appeared John C. George, who acknowledged himself to be the President of Gay Hill Road Subdivision Homeowner's Association, Inc., a non-stock corporation, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as President aforesaid and the free act and deed of Gay Hill Road Subdivision Homeowner's Association, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Harry B. Heller
Commissioner of the Superior Court

Received for Record at Montville, CT
On 02/16/2011 At 9:56:54 am



Erica Terry



**FIRST AMENDED AND RESTATED DECLARATION OF
GAY HILL ROAD SUBDIVISION, A DE MINIMIS PLANNED COMMUNITY**

This First Amended and Restated Declaration of Gay Hill Road Subdivision, a De Minimis Planned Community is made by 9R Burlake LLC, the Declarant of the Gay Hill Road subdivision and hereby amends and restates, in its entirety, the Declaration of Gay Hill Road Subdivision recorded in Volume 551, Pages 404 – 409 of the Montville Land Records. This Amendment is made pursuant to the provisions of Paragraph 24 of the Declaration of Gay Hill Road Subdivision by 9R Burlake LLC, the current owner of one hundred (100%) percent of the votes entitled to be cast at a meeting of the Association and is joined in by Gay Hill Road Subdivision Homeowner's Association, Inc., as the Association of Unit Owners.

1. The name of the Common Interest Community being created under the Connecticut Common Interest Ownership Act is Gay Hill Road Subdivision. Gay Hill Road Subdivision is a planned community.
2. Gay Hill Road Subdivision is a planned community located in Montville, Connecticut on land shown on a survey more particularly described as follows: "Record Subdivision Map 9R Burlake Rd LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers – Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 2-03-09 Revision 6-26-09 7-27-09 8-7-09 9-25-09 10-05-09 10-20-09 12-03-09 Scale: 1" = 40' Drawn By M.L.T. Sheet Nos. 4 Of 24, 5 Of 24 and 6 Of 24" (the "Plan").
3. Gay Hill Road Subdivision contains thirty-nine (39) units, which units are individual building lots and are sometimes hereinafter referred to as "Lots".
4. The Lots are identified as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40 inclusive, and are shown on the Survey.
5. The boundaries of each Lot are located as shown on the Survey.
6. The Association of Unit Owners required under Section 47-243 of the Connecticut General Statutes is Gay Hill Road Subdivision Homeowner's Association, Inc. The Unit Owner's Association is a non-stock corporation organized pursuant to the laws of the State of Connecticut (hereinafter referred to as the "Association").
7. There are no limited common elements in the planned unit development. Those areas designated as "Conservation Easement" on the Plan are the Common Elements in this Common Interest Community. The Common Elements are conservation restrictions only requiring the Conservation Easement areas delineated on the Plan to be maintained in their natural state. The Conservation Easements encumber portions of individual building lots within the Gay Hill Road Subdivision as delineated on the Plan. Nothing herein contained shall be construed to grant to any Lot Owner within the Gay Hill Road Subdivision, or the public generally, the right to enter onto any other Lot within the Gay

Hill Road Subdivision for any purpose whatsoever, except as otherwise provided in Paragraph 17 hereof.

8. The Common Elements are subject to the following prohibitions:
- (A) The construction and placing of buildings, camping accommodations, mobile homes or sanitary waste disposal systems.
 - (B) The placing or erecting of signs, billboards, or similar advertising materials or structures of any kind or nature whatsoever.
 - (C) The making of any topographic changes in or to the Common Elements other than those changes required to grade said Common Elements to conform to the typical road cross sections of Dennis Drive, Monahan Drive and Beacon Lane and to install stormwater drainage structures and appurtenances within the drainage easement areas encumbering the open space area situated on the southeasterly side of Monahan Drive and/or required for the extension of public utilities in conjunction with the development of such streets. The general topography of the landscape of said area shall be maintained in its present state or condition. Topographic changes shall include, without limiting the generality of the foregoing, the cutting of trees (excepting as may be required by good tree husbandry and maintenance); filling, excavating, dredging, mining or drilling; removal of topsoil, sand, gravel, rocks or minerals; alteration of natural or existing watercourses or drainage. Flowage of collected and discharged stormwater over the open space areas is expressly permitted.
 - (D) The use or application within the Common Elements of any pesticides, poisons, biocides or fertilizers.
 - (E) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitats of the Common Elements.
 - (F) The manipulation or alteration of natural watercourses, marshes or other water bodies, or any uses of or activities upon the Common Elements which could be detrimental to water purity or to any vegetative wildlife or hydrological function, other than the flowage of discharged stormwater in the natural drainage pattern as the same exists as of the date hereof.
 - (G) The operation of vehicles, snowmobiles, dune buggies, motorcycles, minibikes, go carts, all terrain vehicles, golf carts or any other types of motorized vehicles upon or within the Common Elements.
 - (H) The dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, junk or unsightly or offensive materials within or upon the Common Elements. In the event that any such materials shall be deposited within or upon the Common Elements, the Association shall provide written notice to the Lot Owner to

remove any such materials from the Common Elements within thirty (30) days of the date upon which the Association becomes aware of such violation. In the event that such curative action is not taken by the individual Lot Owner, the Association shall have the right to seek injunctive relief for the violation of the provisions of this Declaration. In the event of any such action, a court of competent jurisdiction shall have the right to award reasonable attorney's fees to the prevailing party in the event that the court finds the violation of the provisions of this Declaration to be willful, or the actions of the Association to be malicious, as the case may be.

- (I) The removal or destruction of trees, shrubs, natural vegetation, the killing of wildlife, spraying pesticides, or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and water areas in their open natural condition, except as may be required to effect any of the installations authorized pursuant to Section 8(c) hereof.
 - (J) The construction and/or installation of roads or driveways, except as noted in Section 8(c) hereof.
9. There is no real property in the common interest community which may be allocated subsequently as limited common elements.
10. There are no Development Rights reserved by the Declarant hereunder. The Declarant hereby reserves the following special Declarant Rights:
- (A) The right of the Declarant to enter upon the Common Elements for the purpose of constructing Dennis Drive, Monahan Drive and/or Beacon Lane, including public utilities and drainage structures and appurtenances associated therewith.
 - (B) The right to grant easements to public utility companies and to convey improvements within those easements for the purpose of furnishing utility services to the Lots as delineated on the Survey.

The special Declarant rights reserved herein shall expire, if not sooner exercised, on October 1, 2025.

11. The nature of the activities to be conducted and the purposes to be promoted or carried out by the Association are as follows:
- (A) To ensure the preservation of the Common Elements in their natural, undisturbed and vegetated condition as an attribute to the Common Interest Community.
 - (B) To maintain the conservation restrictions contained in Paragraph 8 of this Declaration.

12. The Association shall have, without limitation, the following powers, all of which shall be exercised exclusively in connection with the promotion or carrying out of its purposes mentioned in Paragraph 11(A) hereof:
- (A) To adopt and amend Bylaws and Rules and Regulations, consistent with the terms and provisions of this Declaration and the subdivision approval of the Gay Hill Road Subdivision;
 - (B) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from the Lot owners;
 - (C) Make contracts and incur liabilities;
 - (D) To provide reasonable oversight in order to ensure that the conservation restrictions delineated in Paragraph 8 of this Declaration are maintained with respect to the Conservation Easement areas delineated on the Plan;
 - (E) Impose charges or interest or both for late payment of assessments; and, after notice and an opportunity for hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association;
 - (F) Exercise any other powers conferred by this Declaration or the Bylaws;
 - (G) Exercise all other powers as enumerated in Section 47-244 of the Connecticut General Statutes, insofar as the exercise thereof is consistent with the terms and provisions of this Declaration and the Gay Hill Road Subdivision;
13. Every person or entity who is a record owner of a fee or undivided interest in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, inclusive, as shown on the Survey, shall automatically be a Member of the Association, provided that any such person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant and may not be separate from ownership of a Lot. The term "Owner" as herein used is defined as the record owner, whether one or more persons or entities is the owner of the fee title to any lot within the common interest community.
- If more than one person shall be the owner of a Lot or a Unit, all such persons shall have the right to attend all meetings of the Association.
14. Members shall be entitled to vote on the basis of one vote for each Lot within the Association. When more than one person holds such interest or interests in any Lot or Unit, the vote for such Lot or Unit shall be exercised as they, among themselves, determine; but, in no event shall more than one vote be cast with respect to any such Lot or Unit.

15. An Executive Board shall be elected by a majority of the Lot Owners present and voting and shall be composed of not less than three nor more than five Members. There shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the Officers and Members of the Executive Board. The period of Declarant control terminates no later than the earlier of (i) sixty days after conveyance of sixty (60%) percent of the Units to Unit Owners other than a Declarant, (ii) two years after all Declarants have ceased to offer Units for sale in the ordinary course of business or (iii) five years after the first Unit is conveyed to a Unit Owner other than a Declarant. A Declarant may voluntarily surrender the right to appoint and remove Officers and Members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. Not later than sixty (60) days after the conveyance of one-third of the Units to Unit Owners other than a Declarant, at least one Member and not less than one-third of the Members of the Executive Board shall be elected by Unit Owners other than the Declarant (iv) If there shall be a vacancy in the Executive Board, the vacancy shall be filled by the Declarant during the period of Declarant control; and, thereafter, by the remaining Members of the Executive Board.
16. In addition to such other duties as they may have by law or by the terms of this Declaration, the Executive Board shall:
 - (A) Provide for the continued integrity of the Conservation Easements delineated in Paragraph 8 of this Declaration;
 - (B) Adopt such rules and regulations as may be required governing the use of the Common Elements;
 - (C) Manage the financial affairs of the Association;
 - (D) At any time, convey the Common Elements to an organization qualifying pursuant to the requirements of the Planning and Zoning Commission of the Town of Montville, to hold title to the Conservation Easements constituting the Common Elements, which organization may be, by way of example, but not by way of limitation, the Nature Conservancy of Connecticut, Inc. or the Town of Montville. Upon the conveyance of the Conservation Easements to any such qualifying organization, the Executive Board shall, within ninety (90) days subsequent to the date of such conveyance, terminate the Common Interest Community.
17. The Association shall have the right to inspect the Conservation Easement areas delineated on the Plan in order to ensure compliance with the conservation restrictions contained in Paragraph 8 of this Declaration. The Association shall, prior to entering onto any Lot delineated on the Plan, provide not less than seventy-two (72) hours prior written notice to the Lot Owner informing the Lot Owner that an inspection will be

performed in order to determine compliance with the terms and provisions of this Declaration.

18. The fiscal year of the Association shall commence on July 1. At the annual meeting of the Association, the Association shall, by a majority vote of the Owners present at such meeting in person or by proxy, adopt the annual budget for the next fiscal year.
19. The annual meeting of the Association shall be held during the month of June, with a date, time and place to be established by the Executive Board.
20. The amount of the common charge assessment against each Lot within the Common Interest Community shall be equal and shall be determined by dividing the budget so adopted by the number of Lots within the Common Interest Community. The annual average common expense liability of each Unit, exclusive of any insurance premiums paid by the Association, shall not exceed Three Hundred and 00/100 (\$300.00) Dollars, as adjusted pursuant to Section 47-213 of the Connecticut General Statutes.
21. The Executive Board shall set the date for the payment of said Common Expense Assessment and provide written notice of each Assessment to each Owner, not less than thirty (30) days in advance of said payment date.
22. The annual common expense liability may not be increased during the period of Declarant control without the consent of persons entitled to cast at least eighty (80%) percent of the votes in the Association, including eighty (80%) percent of the votes allocated to Units not owned by a Declarant or an affiliate of the Declarant.
23. If the annual assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Unit which shall bind such Unit in the hands of the then Owner, his heirs, personal representatives, successors and assigns.

If the annual assessment is not paid within thirty (30) days after the due date thereof, the assessment shall bear interest from the due date thereof at the rate of eighteen (18.00%) percent per annum; and the Association may bring any appropriate action or proceeding for the collection thereof against the owner personally obligated to pay the same or to foreclose the lien against the applicable Unit. In either event, the Association shall be entitled to recover all its costs of collection, including reasonable attorney's fees.

24. This Declaration shall in no way obligate the Town of Montville to maintain any facilities located on or within the Common Elements.
25. The Association reserves the right to make, from time to time, and at any time, any amendment to this Declaration as may be authorized by law, provided, however:
 - (A) That no amendment shall be made except upon the affirmative vote of eighty (80%) percent of the votes entitled to be cast at a meeting of the Association;

BYLAWS

OF

GAY HILL ROAD SUBDIVISION
HOMEOWNER'S ASSOCIATION, INC.

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BYLAWS
OF
GAY HILL ROAD SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

INTRODUCTION

These are the Bylaws of Gay Hill Road Subdivision Homeowner's Association, Inc.

ARTICLE II

EXECUTIVE BOARD

Section 2.1 - Number and Qualification.

- (a) The affairs of the corporation ("Association") shall be governed by an Executive Board which shall consist of three persons who, subsequent to the date of sale of the twentieth (20th) lot in the Gay Hill Road Subdivision, shall consist of resident homeowners owning real property in and residing in the Gay Hill Road Subdivision, and prior to such date shall consist of three persons appointed by the Declarant, 9R Burlake, LLC. If any Lot is owned by a partnership or corporation, any Officer, Partner or employee of that Lot Owner shall be eligible to serve as a Director and shall be deemed to be a Lot Owner for the purposes of the preceding sentence. Directors shall be elected by the Lot Owners. At any meeting at which Directors are to be elected, the Lot Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the corporation laws of the State of Connecticut.
- (b) The terms of at least one-third (1/3) of the members of the Executive Board shall expire annually, as established in a resolution of the Lot Owners setting terms.
- (c) The Executive Board shall elect the officers. The Executive Board members and directors and officers shall take office upon election.
- (d) The Executive Board shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of Lot Owners for this purpose. Such meeting may be called and the notice given by any Lot Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Bylaws. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;

- (c) Institute, defend or intervene in litigation or administrative proceedings on matters affecting the use of the open space areas within the Gay Hill Road Subdivision or any violations of the covenants and restrictions contained in the Declaration and Grant of Conservation Easement in favor of this corporation;
- (d) Make contracts and incur liabilities;
- (e) Regulate the use, maintenance and preservation of the open space areas in the Gay Hill Road Subdivision, but only in accordance with the limitations contained in the Declaration and Grant of Private Conservation Easement;
- (f) Acquire, hold and convey in its own name the interest in real property granted and conveyed to this corporation by the Declaration and Grant of Conservation Easement encumbering and creating open space areas within the Gay Hill Road Subdivision;
- (g) Provide for the indemnification of its officers and Executive Board and maintain Directors' and officers' liability insurance;
- (h) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- (i) Exercise any other powers necessary and proper for the governance and operation of the Association and the protection and preservation of the open space areas encumbered by the Declaration and Grant of Conservation Easement in favor of this corporation.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and Directors of the Executive Board are required to exercise ordinary and reasonable care in the preservation of the open space areas encumbered by the Declaration and Grant of Conservation Easement in favor of this corporation.

Section 2.4 - Removal of Directors. The Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any director of the Executive Board with or without cause.

Section 2.5 - Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Lot Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Lot Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.6 - Special Meetings. Special Meetings of the Executive Board may be called by the President or by a majority of the members of the Executive Board on at least three (3) business days' notice to each member. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.7 - Location of Meetings. All meetings of the Executive Board shall be held within the Town of Montville, unless all members thereof consent in writing to another location.

Section 2.8 - Waiver of Notice. Any member may waive notice of any meeting in writing. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of

notice. If all the members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.9 - Quorum of Board Members. At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 2.10 - Compensation. A member of the Executive Board may not receive a fee from the Association for acting as such, but is entitled to reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 2.11 - Consent to Corporate Action. If all the members of the Executive Board or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the members of the Executive Board or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III

LOT OWNERS

Section 3.1 - Annual Meeting. Annual meetings of Lot Owners shall be held during the month of June of each year. At such meeting, the Executive Board members shall be elected by ballot of the Lot Owners, in accordance with the provisions of Article II. The Lot Owners may transact such other business at such meetings as may properly come before them.

Section 3.2 - Special Meetings. Special Meetings of the Lot Owners may be called by the President, a majority of the Executive Board, or by Lot Owners having 20% of the votes in the Association.

Section 3.3 - Place of Meetings. Meetings of the Lot Owners shall be held at such suitable place convenient to the Lot Owners, within the Town of Montville, as may be designated by the Executive Board or the President.

Section 3.4 - Notice of Meetings. The Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner, not less than ten (10) no more than sixty (60) days in advance of any meeting. The notice of any meeting, shall state the time and place of the meeting and the items on the agenda, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.5 - Waiver of Notice. Any Lot Owner may, at any time, waive notice of any meeting of the Lot Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.6 - Adjournment of Meeting. At any meeting of Lot Owners, a majority of the Lot Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.7 - Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of members of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

Section 3.8 - Voting.

- (a) If only one of several owners of a Lot is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Lot. If more than one of the owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot.
- (b) Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of Votes by the other owners of the Lot through a duly executed proxy. A Lot Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the Executive Board or Bylaws of the owning corporation or business trust. The Vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(d) No Votes allocated to a Lot owned by the Association may be cast.

Section 3.9 - Quorum. The Lot Owners present and person or by proxy, at any duly noticed meeting of Lot Owners shall constitute a quorum at the meeting of the Lot Owners.

Section 3.10 - Majority Vote. The Vote of a Majority of the Lot Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where, in these Bylaws, or by law, a higher percentage Vote is required.

ARTICLE IV

OFFICERS

Section 4.1 - Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Executive Board. Any two offices may be held by the same person, except the offices of President and Vice President, and the offices of President and Secretary. The office of Vice President may be vacant.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 4.3 - Removal of Officers. Upon the affirmative Vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Lot Owners and of the Executive Board. He shall have all of the general powers and duties which are incident to the office of President of a nonstock corporation organized under the Laws of the State of Connecticut, including but not limited to the power to appoint committees from among the Lot Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. He may fulfill the role of Treasurer in the absence of the Treasurer. The President, as attested by the Secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization by the approval of the particular amendment as applicable.

Section 4.5 - Vice President. The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be imposed upon him by the Executive Board or by the President.

Section 4.6 - Secretary. The Secretary shall keep the minutes of all meetings of the Lot Owners and the Executive Board; he shall have charge of such books and papers as the Executive Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a nonstock corporation organized under the Laws of the State of Connecticut. The Secretary may cause to be prepared and

may attest to the execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a nonstock corporation organized under the Laws of the State of Connecticut. He may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association, or as fiduciary for others.

Section 4.8 - Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. An officer may not receive a fee from the Association for acting as such, but may be reimbursed for necessary expenses actually incurred and in connection with his or her duties.

ARTICLE V

INDEMNIFICATION

The members of the Executive Board and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Chapter 600 of the Connecticut General Statutes (the provisions of which are hereby incorporated by reference and made a part hereof).

ARTICLE VI

RECORDS

Section 6.1 - Records and Audits. The corporation shall maintain accounting records which shall include a record of all receipts and expenditures, if any.

Section 6.2 - Examination. All records maintained by the Association shall be available for examination and copying by any Lot Owner.

ARTICLE VII

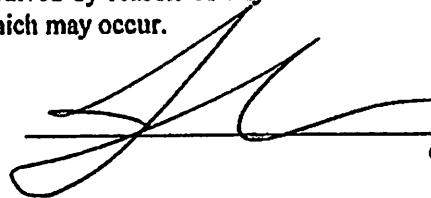
MISCELLANEOUS

Section 7.1 - Notices. All notices to the Association or the Executive Board shall be delivered to the office of the President of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Lot Owners. Except as otherwise provided, all notices to any Lot Owner shall be sent to his address as it appears on the records of the Association. All notices shall

be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 7.2 - Fiscal Year. The fiscal year of the Association shall commence on July 1 and end on June 30.

Section 7.3 - Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.


Organizer



OFFICE OF THE SECRETARY OF THE STATE

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06108
PHONE: 860-509-6003 WEBSITE: www.concord-sols.ct.gov

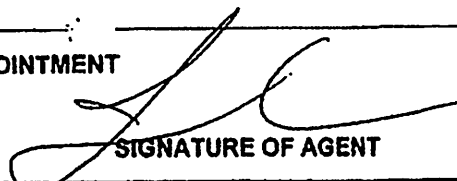
CERTIFICATE OF INCORPORATION NONSTOCK CORPORATION

C.G.S. §§34-109; 34-122

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

REQUESTING PARTY CUSTOMER ID: NAME: Harry B. Heller, Esquire - Heller, Heller & McCoy ADDRESS: 736 Norwich - New London Turnpike CITY: Uncasville STATE: Connecticut ZIP: 06382		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"		
1. NAME OF CORPORATION: Gay Hill Road Subdivision Homeowner's Association, Inc.				
THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.				
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.				
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.) A. INDIVIDUAL'S AGENT NAME: John C. George <table border="1"> <tr> <td> BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: 155 Branch Hill Road CITY: Preston STATE: CT ZIP: 06365 </td> <td> RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: 155 Branch Hill Road CITY: Preston STATE: CT ZIP: 06365 </td> </tr> </table>			BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: 155 Branch Hill Road CITY: Preston STATE: CT ZIP: 06365	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: 155 Branch Hill Road CITY: Preston STATE: CT ZIP: 06365
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B. BUSINESS ENTITY AGENT NAME: ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:				

ACCEPTANCE OF APPOINTMENT



John C. George

SIGNATURE OF AGENT

4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:

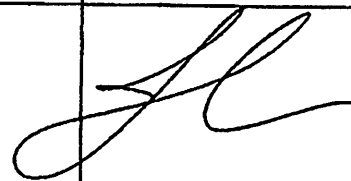
SEE SCHEDULE A ATTACHED HERETO

5. OTHER INFORMATION:

None.

6. EXECUTION: CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR

DATED THIS 12th DAY OF July, 2010

NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
John C. George	ADDRESS: 155 Branch Hill Road CITY: Preston STATE: CT ZIP: 08365	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	

SCHEDULE A

To act as the recipient of Conservation Easements encumbering real property located on the southerly side of Gay Hill Road in the Town of Montville, Connecticut and to act as a charitable corporation for the purpose of holding title to such Conservation Easements pursuant to the provisions of Connecticut General Statutes Section 47-42a through 47-42d for the purpose of (i) protecting wetlands and adjacent upland habitat areas located within said Conservation Easement Areas (ii) to protect and preserve said Conservation Easement Areas as permanent open space and (iii) to provide a vegetated buffer to separate the residential subdivision of 9R Burlake, LLC from the adjacent properties of Jensen's, Inc. and Nancy Marsala and Ricky Kiggans. Without limiting the generality of the foregoing, the corporation shall perform the following acts and services on a not-for-profit basis:

1. The preservation and supervision of the open space areas within the Gay Hill Road Subdivision located on the southerly side of Gay Hill Road and the easterly side of Swanty Johnson Road in the Town of Montville, Connecticut; to enforce any and all covenants, restrictions and agreements contained in a Declaration and Grant of Conservation Easement by 9R Burlake, LLC in favor of this corporation; and, insofar as permitted by law, to do any other thing that, in the opinion of the Executive Board, will promote the preservation of the Conservation Easement Areas as permanent open space to be kept and maintained in that state and used solely for passive recreational purposes within the limitations established by the Declaration and Grant of Conservation Easement in favor of this corporation.
2. The preparation of estimates and budgets of the costs and expenses of rendering such services and performing, or contracting or entering into agreements for such performance, as provided for in or contemplated herein, and the apportionment of such estimated costs and expenses among the Owners of individual building lots located within the Gay Hill Road Subdivision.
3. To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities herein described.
4. To do and perform or cause to be performed all such other acts and services that may be necessary, suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law.
5. To promote the health, safety, welfare and common benefit of the residents of the Gay Hill Road Subdivision developed by 9R Burlake, LLC and the residential real properties located in proximity to and surrounding the Gay Hill Road Subdivision by preserving those areas within the subdivision encumbered by Conservation Easements in their open and natural state.
6. Notwithstanding the foregoing, no part of the net earnings of the Corporation may inure (other than by acquiring, constructing or providing management, maintenance and care of open space property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member.
7. No substantial part of the activities of the corporation shall be carrying on propaganda or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(m)) or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

8. In the event of the dissolution of the corporation, all of the remaining assets and property of the corporation shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, or to the federal government or state or local government for a public purpose, subject to the approval of a justice of the Supreme Court of the State of Connecticut.

9. In any taxable year in which the corporation is a private foundation as described in IRC 509(a), the corporation shall distribute its income for said period at such time and manner as not to subject it to tax under IRC 4942, and the organization shall not (i) engage in any act of self dealing as defined in IRC 4941(d), (ii) retain any excess business holdings as defined in IRC 4943(c), (iii) make any investments in such a manner as to subject the corporation to tax under IRC 4944, or (iv) make any taxable expenditures as defined in IRC 4945(d) or corresponding provisions of any subsequent federal tax laws.



Return To:
Gay Hill Road Subdivision Homeowner's Association, Inc.
155 Branch Hill Road
Preston, Connecticut 06365

**DECLARATION AND GRANT OF CONSERVATION EASEMENT IN FAVOR OF
THE GAY HILL ROAD SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.**

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

KNOW YE, that **9R BURLAKE, LLC**, a Connecticut limited liability company, with an office and place of business at 155 Branch Hill Road in the Town of Preston, County of New London and State of Connecticut (the "Grantor"), owner of the premises hereinafter described, for good and valuable consideration (other than money) received to Grantor's full satisfaction, does by these presents in accordance with Connecticut General Statutes §§ 47-42a through 42d, inclusive, declare, give, grant, bargain, sell and convey unto **GAY HILL ROAD SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.**, a Connecticut non-stock corporation with an office and place of business at 155 Branch Hill Road in the Town of Preston, County of New London and State of Connecticut ("Grantee") and to Grantee's successors and assigns forever, the following perpetual CONSERVATION EASEMENTS pursuant to said Connecticut General Statutes Sections 47-42a through 42d, inclusive, as amended, together with a right to enforce the same pursuant to Sections 47-42b and 47-42c, as amended, of the Connecticut General Statutes in, over, along and across those certain pieces or parcels of land more particularly shown as "Conservation Easement (Shaded Area)" on a certain map or plan entitled "Record Subdivision Map 9R Burlake LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers - Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 2-03-09 Revision 6-26-09 7-27-09 8-7-09 9-25-09 10-05-09 10-20-09 12-03-09 Scale: 1" = 40' Drawn By M.L.T. Sheet Nos: 4 Of 24, 5 Of 24 and 6 Of 24" which Conservation Easement Areas are more particularly bounded and described as follows:

Conservation easements encumbering three (3) certain tracts or parcels of land situated on the southerly side of Gay Hill Road in the Town of Montville, County of New London and State of Connecticut and being more particularly bounded and described as follows:

FIRST CONSERVATION EASEMENT AREA

A conservation easement encumbering a certain tract or parcel of land situated on the southerly side of Dennis Drive and the easterly side of Monahan Drive in the Town of Montville, County of New London and State of Connecticut and being more particularly shown and designated as "Conservation Easement (Shaded Area)" on a certain map or plan entitled "Record Subdivision Map 9R Burlake LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers - Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 2-03-09 Revision 6-26-09 7-27-09 8-7-09 9-25-09 10-05-09 10-20-09 12-3-09 Scale: 1" = 40' Drawn By M.L.T. Sheet No: 5 Of 24" which Conservation Easement Area is more particularly bounded and described as follows:

Z:\9R Burlake LI.C\Conservation.Easement.4.doc

No Conveyance Tax Collected

Lisa Terry

Town Clerk of Montville

Beginning at an iron pin or drill hole to be set in the southerly line of the cul-de-sac at the easterly end of Dennis Drive at the northwesterly corner of the herein described Conservation Easement Area and on the dividing line between the herein described Conservation Easement Area and Lot 34 as shown on the above referenced plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of $123^{\circ}32'13''$ for a distance of 129.37 feet bounded generally northwesterly by the cul-de-sac at the easterly end of Dennis Drive to a point; thence running North $87^{\circ}36'28''$ East for a distance of 125.42 feet to a point; thence running North $82^{\circ}03'47''$ East for a distance of 103.54 feet to an iron pin or drill hole to be set; thence running South $31^{\circ}14'25''$ East for a distance of 38.50 feet to an iron pin or drill hole to be set; thence running South $34^{\circ}39'21''$ East for a distance of 99.54 feet to an iron pin or drill hole to be set; thence running South $27^{\circ}31'22''$ East for a distance of 67.04 feet to an iron pin or drill hole to be set, the last three courses being bounded northeasterly by land now or formerly of Elizabeth Evans as shown on the above referenced plan; thence running South $31^{\circ}07'23''$ East for a distance of 57.19 feet bounded northeasterly by land now or formerly of Hector Martinez as shown on the above referenced plan to an iron pin or drill hole to be set; thence running South $55^{\circ}08'10''$ West for a distance of 33.87 feet bounded southeasterly by land now or formerly of Joan Sousa to a point; thence running North $51^{\circ}15'10''$ West for a distance of 156.55 feet to a point on the division line between Lots 27 and 35 as shown on the above referenced plan; thence running South $66^{\circ}27'40''$ West for a distance of 253.71 feet along the division line between Lots 27 and 35 as shown on the above referenced plan to an iron pin or drill hole to be set; thence running South $18^{\circ}55'26''$ West for a distance of 37.96 feet bounded southeasterly by Lot 28 as shown on the above referenced plan to a point; thence running North $80^{\circ}03'44''$ West for a distance of 170.52 feet to a point; thence running North $80^{\circ}03'44''$ West for a distance of 7.28 feet to a point; thence running South $86^{\circ}39'09''$ West for a distance of 127.79 feet to a point; thence running South $86^{\circ}39'09''$ West for a distance of 126.39 feet to a point in the easterly street line of Monahan Drive; thence running along the arc of a curve to the right with a radius of 600.00 feet, a central angle of $03^{\circ}15'55''$ for a distance of 34.19 feet to an iron pin or drill hole to be set; thence continuing along the arc of said curve to the right with a radius of 600.00 feet, a central angle of $04^{\circ}42'46''$ for a distance of 49.35 feet to a monument to be set; thence running North $02^{\circ}56'22''$ West for a distance of 27.68 feet to a point, the last three courses being bounded generally westerly by Monahan Drive; thence running North $86^{\circ}39'09''$ East for a distance of 125.42 feet to a point; thence running North $86^{\circ}39'09''$ East for a distance of 116.14 feet to a point; thence running South $73^{\circ}43'17''$ East for a distance of 141.15 feet to a point on the division line between Lots 34 and 35 as shown on the above referenced plan; thence running North $16^{\circ}16'43''$ East for a distance of 103.44 feet along the division line between Lots 34 and 35 as shown on the above referenced plan to the iron pin or drill hole to be set at the point and place of beginning of said Conservation Easement Area.

SECOND CONSERVATION EASEMENT AREA

A conservation easement encumbering a certain tract or parcel of land situated southerly of Gay Hill Road in the Town of Montville, County of New London and State of Connecticut and being more particularly shown and designated as "Conservation Easement (Shaded Area)" on a certain map or plan entitled "Record Subdivision Map 9R Burlake LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers - Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 2-03-09 Revision 6-26-09 7-27-09 8-7-09 9-

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25-09 10-05-09 10-20-09 12-03-09 Scale: 1" = 40' Drawn By M.L.T. Sheet Nos: 4 Of 24, 5 Of 24 and 6 Of 24" which Conservation Easement Area is more particularly bounded and described as follows:

Beginning at an iron pin to be set at the northwesterly corner of said Conservation Easement Area at the southeasterly corner of land now or formerly of David and Jolie Wilken and the northeasterly corner of land now or formerly of Robin and Dana St. Pierre as shown on the above referenced plan; thence running North 34°33'51" East for a distance of 41.06 feet bounded northwesterly by land now or formerly of Ronald and Monica Gibson to a point; thence running South 31°23'24" East for a distance of 177.94 feet to a point; thence running South 31°23'24" East for a distance of 170.62 feet to a point; thence running South 31°23'24" East for a distance of 108.56 feet to a point; thence running South 31°23'24" East for a distance of 125.77 feet to a point; thence running South 01°43'45" East for a distance of 75.78 feet to an iron pin or drill hole to be set; thence running South 31°23'24" East for a distance of 121.41 feet to a point in the northwesterly streetline of Monahan Drive; thence running along the arc of a curve to the right with a radius of 200.00 feet, a central angle of 26°12'39" for a distance of 91.49 feet to a monument to be set; thence running South 70°06'11" West for a distance of 51.51 feet to a monument to be set, the last two courses being bounded southeasterly by Monahan Drive as shown on the above referenced plan; thence continuing South 70°06'11" West for a distance of 73.43 feet bounded southeasterly by that area shown as "Parcel To Be Conveyed To The Town Of Montville (Shaded Area) Area = 1201 Sq. Ft." on the above referenced plan to an iron pin or drill hole to be set in the easterly streetline of Swanty Johnson Road as shown on the above referenced plan; thence running North 33°40'31" East for a distance of 235.00 feet to an iron pin or drill hole to be set; thence running North 31°23'24" West for a distance of 80.92 feet to an iron pin or drill hole to be set; thence running North 31°23'24" West for a distance of 126.32 feet to an iron pin or drill hole to be set; thence running North 31°23'24" West for a distance of 105.26 feet to an iron pin or drill hole to be set, the last four courses being bounded by land now or formerly of Patrick and Gina Rodigou as shown on the above referenced plan; thence running North 31°23'24" West for a distance of 175.39 feet to an iron pin or drill hole to be set; thence running North 31°23'24" West for a distance of 144.11 feet to the iron pin or drill hole to be set at the point and place of beginning of said Conservation Easement Area as shown on the above referenced plan, the last two courses being bounded southwestly by land now or formerly of Robin and Dana St. Pierre as shown on the above referenced plan.

THIRD CONSERVATION EASEMENT AREA

A conservation easement encumbering a certain tract or parcel of land situated on the southeasterly side of Monahan Drive in the Town of Montville, County of New London and State of Connecticut and being more particularly shown and designated as "Conservation Easement (Shaded Area)" on a certain map or plan entitled "Record Subdivision Map 9R Burlake LLC Gay Hill Road Montville, Connecticut Tarbell, Heintz & Assoc., Inc. Civil Engineers – Land Surveyors 1227 Burnside Ave., Suite 31 East Hartford, CT (860) 528-1810 Job No. 1455.31 Date: 2-03-09 Revision 6-26-09 7-27-09 8-7-09 10-05-09 10-20-09 12-03-09 Scale: 1" = 40' Drawn By M.L.T. Sheet No: 6 Of 24" which Conservation Easement Area is more particularly bounded and described as follows:

Beginning at an iron pin or drill hole to be set in the southeasterly streetline of Monahan Drive at the northeasterly corner of said Conservation Easement Area and on the dividing line between said Conservation Easement Area and Lot 12 as shown on the above referenced plan; thence running along the arc of a curve to the right with a radius of 250.00 feet, a central angle of $21^{\circ}31'06''$ for a distance of 93.89 feet bounded northwesterly by Monahan Drive to an iron pin or drill hole to be set; thence running South $30^{\circ}17'29''$ East for a distance of 360.74 feet along the division line between Lots 10 and 11 as shown on the above referenced plan to an iron pin or drill hole to be set; thence running South $43^{\circ}04'36''$ East for a distance of 130.55 feet to a point on the division line between Lots 11 and 21 as shown on the above referenced plan; thence running South $71^{\circ}36'51''$ West for a distance of 269.69 feet to a point on the division line between Lot 11 and land now or formerly of Nancy Marsala & Ricky Kiggans as shown on the above referenced plan; thence running South $30^{\circ}17'29''$ East for a distance of 25.55 feet bounded southwesterly by said Marsala and Kiggans land to an iron pin or drill hole to be set; thence running North $71^{\circ}36'51''$ East for a distance of 819.47 feet bounded southeasterly by said Marsala and Kiggans land to an iron pin or drill hole to be set; thence running North $13^{\circ}54'01''$ East for a distance of 93.02 feet to an iron pin or drill hole to be set; thence running North $15^{\circ}24'43''$ East for a distance of 113.19 feet to an iron pin or drill hole to be set; thence running North $14^{\circ}04'59''$ East for a distance of 66.04 feet to an iron pin or drill hole to be set; thence running North $15^{\circ}23'17''$ East for a distance of 31.67 feet to an iron pin or drill hole to be set; thence running North $13^{\circ}35'43''$ East for a distance of 118.39 feet to an iron pin or drill hole to be set; thence running North $11^{\circ}04'30''$ East for a distance of 65.88 feet to an iron pin or drill hole to be set, the last six courses being bounded southeasterly by land now or formerly of Jensens Inc. as shown on the above referenced plan; thence running South $73^{\circ}11'33''$ West for a distance of 28.28 feet along the division line between Lots 23 and 24 as shown on the above referenced plan to a point; thence running South $11^{\circ}04'30''$ West for a distance of 52.10 feet to a point; thence running South $13^{\circ}35'43''$ West for a distance of 76.35 feet to a point on the division line between Lots 22 and 23 as shown on the above referenced plan; thence running South $13^{\circ}35'43''$ West for a distance of 41.10 feet to a point; thence running South $15^{\circ}23'17''$ West for a distance of 31.56 feet to a point; thence running South $14^{\circ}04'59''$ West for a distance of 66.03 feet to a point; thence running South $15^{\circ}24'43''$ West for a distance of 113.23 feet to a point; thence running South $13^{\circ}54'01''$ West for a distance of 79.57 feet to a point; thence running South $71^{\circ}36'51''$ West for a distance of 119.31 feet to a point; thence running North $17^{\circ}19'00''$ East for a distance of 130.63 feet to a point; thence running North $81^{\circ}50'45''$ West for a distance of 23.25 feet to a point on the division line between Lots 20 and 21 as shown on the above referenced plan; thence running South $72^{\circ}41'00''$ West for a distance of 163.50 feet to an iron pin or drill hole to be set; thence running North $17^{\circ}19'00''$ West for a distance of 120.00 feet to an iron pin or drill hole to be set; the last two courses being along the division line between Lots 20 and 21 as shown on the above referenced plan; thence running North $17^{\circ}19'00''$ West for a distance of 110.00 feet bounded northeasterly by Lot 19 as shown on the above referenced plan to an iron pin or drill hole to be set; thence running North $17^{\circ}19'00''$ West for a distance of 112.50 feet bounded northeasterly by Lot 18 as shown on the above referenced plan to an iron pin or drill hole to be set; thence running South $73^{\circ}38'43''$ West for a distance of 272.38 feet to an iron pin or drill hole to be set; thence running North $61^{\circ}59'29''$ West for a distance of 36.02 feet to the iron pin or drill hole to be set at the point and place of beginning of said Conservation Easement Area, the last two courses being bounded by Lot 12 as shown on the above referenced plan.

PURPOSE:

The Conservation Easement Areas (i) contain wetland and adjacent upland habitat areas and/or (ii) have been designated in order to provide vegetated buffer areas to separate the residential subdivision of 9R Burlake, LLC located on the southerly side of Gay Hill Road in Montville, Connecticut from the adjacent properties of Jensens, Inc., Nancy Marsala and Ricky Kiggans, Patrick Rodigou and Gina Rodigou and Robin St. Pierre and Dana St. Pierre. The areas hereinbefore described shall be kept as open space in their natural and open state and restricted from any development with buildings or otherwise (except as hereinafter expressly provided), or any use other than as open space, to protect the wetlands located within said Conservation Easement Areas to perform the primary wetland functions of (a) sediment/toxicant/pathogen retention and nutrient removal, retention and transformation and (b) to provide sufficient vegetated buffering from the residential subdivision of 9R Burlake, LLC located on the southerly side of Gay Hill Road in Montville, Connecticut from the adjacent real properties of Jensens, Inc. and Nancy Marsala, Ricky Kiggans, Patrick Rodigou and Gina Rodigou and Robin St. Pierre and Dana St. Pierre.

1. The Grantor for itself, its successors and assigns hereby agrees that it shall retain the afore-described Conservation Easement Areas in their present natural, scenic and open condition and that they shall be used only for the uses described in Section 2 hereof, which will keep the areas in a natural state. Without limiting the generality of the foregoing, the Grantor for itself and its successors and assigns hereby agrees that the following activities shall be prohibited in said Conservation Easement Areas:
 - (a) The construction and placing of buildings, camping accommodations, mobile homes, sanitary waste disposal systems, tennis or other recreational courts, swimming pools, fences, asphalt or concrete pavement antennas, utility poles, towers, conduits, lines or other temporary or permanent structures or facilities on or above said Conservation Easement Areas.
 - (b) The placing or erecting of signs, billboards, or similar advertising materials or structures of any kind or nature whatsoever.
 - (c) The making of any topographic changes in or to the Conservation Easement Area other than those topographic changes required in order to install the stormwater quality/detention basins, structures and appurtenant piping required in accordance with the hereinbefore referenced subdivision plan. Topographic changes shall include, without limiting the generality of the foregoing, the cutting of trees (excepting as may be required by good tree husbandry and maintenance), filling, gardening, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rocks or minerals, or alteration of natural or existing watercourses or drainage.

- (d) The use or application within the Conservation Easement Areas of any pesticides, electronic pest control devices, poisons, biocides or fertilizers, except for those applications required in order to establish growth on and properly maintain improved areas of the stormwater quality/detention basins located within the limits of said Conservation Easement Areas.
- (e) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitats of the Conservation Easement Areas.
- (f) The pollution, depletion, extraction, manipulation or alteration of natural watercourses (except as specifically authorized by permits granted by the Town of Montville Inland Wetlands and Watercourses Commission), lakeshores, marshes or other water bodies, or any uses of or activities upon said Conservation Easement Areas which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
- (g) The operation of snowmobiles, dune buggies, motorcycles, minibikes, go carts, all terrain vehicles, golf carts or any other types of motorized vehicles upon or within such Conservation Easement Areas except for such vehicular use as is required in order to maintain and repair the stormwater quality/detention basins and appurtenant structures and culverts constructed within said Conservation Easement Areas.
- (h) The dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, junk, grass clippings or unsightly or offensive materials, hazardous substances or toxic waste, or any placement of underground storage tanks in, on or under the Conservation Easement Areas. In the event that any such materials shall be placed in, on or under the Conservation Easement Areas, the owner of record of the real property then encumbered by the Conservation Easement Areas shall remove any such materials from the Conservation Easement Areas within thirty (30) days of the date upon which the then owner of record of the real property encumbered by the Conservation Easement Areas shall receive from the Grantee written notice that such materials be removed.
- (i) The removal or destruction of trees, shrubs, natural vegetation, the planting of trees, shrubs or plants, introduction of non-native animals, grazing of domestic animals, disturbance or change in the natural habit in the Conservation Easement Areas in any manner, the killing of wildlife, spraying pesticides, or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and water areas in their open and natural condition, except for such activities as are required in order to properly construct, utilize, maintain and repair the water quality/stormwater detention basins, structures, culverts and appurtenant facilities required pursuant to the terms and provisions of the subdivision plans hereinbefore referenced.

- (j) The construction and/or installation of roads or driveways or utilities other than those certain drainage improvements required pursuant to the terms and provisions of the hereinbefore referenced subdivision plan.
 - (k) There shall be no storage or placement of any equipment, natural or man-made materials or substances upon the Conservation Easement Areas.
2. The Grantor may perform the following activities in the Conservation Easement Areas, as long as such activities do not materially impair the purpose of this Conservation Easement or other significant conservation interests:
- (a) Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality.
 - (b) Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality.
 - (c) Planting of trees, shrubs, or other vegetation for the purpose of enhancing wildlife or aesthetic quality.
 - (d) Clearing the Conservation Easement Areas from time-to-time of any trash or other man-made debris.
 - (e) The maintenance of stormwater detention and water quality basins, structures and appurtenances within the Conservation Easement Areas, but only in the locations delineated on the subdivision plan hereinbefore referenced.

The Grantor shall notify the Grantee by written notice of any intention to undertake any other activities in the Conservation Easement Areas.

This shall not abrogate the requirement to acquire any permits required by local, state or federal law to conduct any activities permitted herein within the Conservation Easement Areas.

3. To accomplish the purpose of this Conservation Easement, the following rights are granted and conveyed to Grantee by this Conservation Easement:
- (a) The right to preserve and protect the conservation values of the Conservation Easement Areas.
 - (b) The right to enter the Conservation Easement Areas at all reasonable times for the purposes of (i) inspecting the Conservation Easement Areas to determine if the Grantor, its successors and assigns are complying with the covenants and purposes of this Conservation Easement: (ii) enforcing the terms of the this Conservation

Easement; (iii) taking any and all actions with respect to the Conservation Easement Areas as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; and (iv) enforcing any rights of Grantee herein. If Grantee intends to cross other lands retained by Grantor in order to access the Conservation Easement Areas, Grantee shall give Grantor prior notice of such crossing.

- (c) The right to prevent any activity on or use of the Conservation Easement Areas that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Conservation Easement Areas that may be damaged by any inconsistent activity or use.
 - (d) Grantee's consent for activities otherwise prohibited under Section 1 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 1 above are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to 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 purpose of this Conservation Easement. Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the purpose of this Conservation Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Conservation Easement Areas. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or commercial or industrial activities not provided for above.
4. The Grantee shall not be deemed to have waived or forfeited the right to initiate any future action as shall be necessary or required in order to cure any violation of the terms of this Conservation Easement in the event that the Grantee shall fail to initiate any such action as to any prior violation.
 5. The easements herein granted and declared shall run with the land and be construed as a burden appurtenant to the Conservation Easement Areas and as a benefit running in favor of the Grantee and its successors and assigns. Without in any way affecting or diminishing the quantum of the easements conveyed and declared herein, Grantor and each successor owner of any areas encumbered by the Conservation Easements herein conveyed, for themselves, their heirs, successors and assigns hereby agree that they shall remain wholly responsible for the ownership, care, maintenance and control of the premises in and upon which the easements are granted, and shall release, defend, indemnify and hold the Grantee harmless from any and all liabilities, claims, suits, actions, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees arising from or with respect to the premises encumbered by the Conservation Easements granted herein.

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Conservation Easement Areas in fee simple and has good right to grant and convey the Conservation Easement; that the Conservation Easement Areas are free and clear of any and all encumbrances, including, but not limited to, any mortgages not subordinated to this Conservation Easement, and that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the Conservation Easement.

6. The Conservation Restrictions described herein shall run with the land in perpetuity and shall be binding upon the Grantor, its lessees, agents, successors and assigns.

The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement or reference thereto will be inserted by Grantor into any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in all or a portion of the Conservation Easement Areas.

If Grantor is no longer the owner of record of the real property encumbered by the Conservation Easement Areas, then the term "Grantor" shall mean the then owner of record of the real property encumbered by the Conservation Easement Areas.

7. The Grantee may enforce these restrictions by any appropriate proceedings at law, in equity or by administrative proceedings against any person or persons violating or attempting to violate the same. Any such enforcement or proceeding shall be prosecuted in accordance with the following procedures:

- (a) In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give written notice to Grantor and request corrective action sufficient to abate such violation and restore the Conservation Easement Area or Areas to a condition substantially similar to that which existed at the time of execution of this Conservation Easement. Failure by Grantor to: (i) discontinue or cure such violation within the time period reasonably specified in such notice; (ii) immediately begin good faith efforts to discontinue, abate or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (iii) initiate and continue such other corrective action as may be reasonably requested by Grantee, shall entitle Grantee, at Grantee's option to: (v) take such corrective action as it deems necessary to correct the situation in a manner consistent with the intent of this Conservation Easement and bill Grantor for all out of pocket costs incurred by Grantee in taking such corrective action, with reasonable costs to be reimbursed to Grantee by Grantor within thirty (30) days (and if not reimbursed within said thirty (30) days, the Grantor shall be responsible for costs of collection including reasonable attorney's fees; (w) bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; (x) require the restoration of the Conservation Easement Areas to a condition substantially similar to that which existed at the time of execution of this

Conservation Easement; (y) enjoin any non-compliance by temporary or permanent injunction; and/or (z) recover any damages arising from such violation or non-compliance. In any action prosecuted by the Grantee to enforce the provisions of this Conservation Easement which result in a favorable determination in favor of the Grantee, the Grantee shall be entitled to recover, in addition to all other damages and remedies provided herein, the reasonable costs and expenses, including costs of restoration, court costs and attorneys fees, incurred by the Grantee in the prosecution of such action.

- (b) If Grantee, in its sole discretion, reasonably exercised, determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the conservation values to be protected by this Conservation Easement, Grantee may pursue its remedies under this Paragraph 7 without prior notice to Grantor or without waiting for the period for cure to expire. In such event, Grantee shall provide Grantor with immediate notice of all actions taken by it pursuant to the provisions of this Paragraph 7 of this Conservation Easement.

8. Notice and Approval.

- (a) When notice to Grantee pursuant to Paragraph 2 is required pursuant to the terms of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days prior written notice of the scope and timing of the proposed activity, and the method and manner with which such activity will be accomplished, including a written description of any action planned to protect the purpose of this Conservation Easement. Within such period, Grantee may comment on the proposed activities, suggest changes or actions in the timing, method and manner of the proposed activities, and request any actions reasonably necessary to prevent a result that is inconsistent with the purpose of this Conservation Easement or an adverse impact on any important environmental elements or resources on or within the Conservation Easement Areas, such as threatened or endangered species and critical, rare or unusual habitat. Notwithstanding the foregoing sentence, Grantor may, in Grantor's sole discretion, proceed with such activity after the notice period has expired if such activity conforms with the purpose of this Conservation Easement.
- (b) When notice to and the approval of Grantee is required pursuant to the provisions of Paragraph 2 of this Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days written notice of the scope and timing of the proposed activity and the method and manner with which such activity will be accomplished sufficient for Grantee to determine its impact on the purpose of this Conservation Easement. Within such period, Grantee may comment upon the proposed activity, require amendments or other actions reasonably necessary to protect the ecological value of the Conservation Easement Areas or the purpose of this Conservation Easement; and shall provide its written approval or disapproval of such activity. Such approval shall

be granted or denied at the sole discretion of the Grantee; provided, however, that such discretion is reasonably exercised.

- (c) When Grantee receives a request for its approval pursuant to Paragraph 8(b), Grantee shall respond, in writing, within thirty (30) days beginning on the date of receipt of Grantor's written request therefor, provided, however, in the event Grantee notifies Grantor in writing that additional relevant information is required in order for it to make an informed decision about the impact of the proposed activity, the time period for Grantee's response shall be extended by an additional fifteen (15) business days from the date of receipt of such information. Grantee shall evaluate Grantor's notice and requests in accordance with the good faith exercise of scientific judgment. In the event Grantee withholds approval, it shall notify Grantor in writing with reasonable specificity of its reasons for withholding approval and the conditions or changes in methodology, if any are known to Grantee, on which approval might otherwise be given. Grantee shall not approve any proposed change or activity that would be inconsistent with the purpose of this Conservation Easement.
9. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Conservation Easement; provided, however, that no amendment shall be made that will adversely affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, and Sections 47-42a through 47-42d of the Connecticut General Statutes, as amended. Any such amendment shall be consistent with the purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be executed by Grantee or by Grantee's permitted Assignee in and to the benefits of this Conservation Easement and by Grantor or the record owner or owners of the real property encumbered by the Conservation Easement and shall be filed for record in the Montville, Connecticut Land Records. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. Grantee shall not approve any proposed amendment that allows additional development rights to accrue to the benefit of the Conservation Easement Areas.
10. The Grantor agrees that the Grantor will delineate the perimeter of the Conservation Easement Areas with permanent identification markers which shall be installed at intervals of not greater than two hundred fifty (250') feet. Said permanent identification markers will be installed by a licensed land surveyor. The design and content of the identification markers shall be reasonably satisfactory to the Grantor and the Grantee and shall further be subject to the approval of the Town of Montville Inland Wetlands and Watercourses Commission.
11. The Grantee may enter the Conservation Easement Areas at all reasonable times in order to determine if the Grantor is complying with the purposes and conditions of this easement and the covenants herein set forth. This grant is not intended to convey any right to enter the Conservation Easement Areas to the public generally.

