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Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

**DECLARATION AND GRANT OF PRIVATE CONSERVATION EASEMENT IN
FAVOR OF THE TOWN OF MONTVILLE**

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

KNOW YE, that **PACHAUG CAPITAL LLC**, a Connecticut limited liability company with an office and principal place of business at 7 Kelci Circle in the Town of Griswold, County of New London and State of Connecticut (“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 42c, inclusive, declare, grant, bargain, sell and convey unto the **TOWN OF MONTVILLE**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with an office and principal place of business at 310 Norwich-New London Turnpike in the Town of Montville, County of New London and State of Connecticut (“Grantee”) and to Grantee’s successors and assigns forever, a private conservation easement pursuant to Connecticut General Statutes §47-42a through §42c, inclusive, together with a right to enforce the same pursuant to §47-42b of the Connecticut General Statutes in, over, along and across the hereinafter described real property:

Conservation easements encumbering two (2) certain tracts or parcels of land situated in the Town of Montville, County of New London and State of Connecticut and being more particularly bounded and described as follows:

FIRST TRACT

A conservation easement encumbering a certain tract or parcel of land situated on the northerly side of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road in the Town of Montville, County of New London and State of Connecticut and being more particularly shown as (i) “Conservation Easement Lot 2 Area = 155,831 SF (3.577 AC)” and (ii) “Conservation Easement Lot 1 Area = 130,989 SF (3.001 AC)” on a certain map or plan entitled “Title: Record Resubdivision Map Land Now Or Formerly Of Pachaug Capital LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: August 22, 2023 Scale: 1” = 100’ Sheet: 3 of 10 Dwg. No.: 3 Bennett & Smilas Associates, Inc. 415 Killingworth Road, P.O. Box 241 Higganum, Connecticut 06441 Phone (860) 345-4553 Fax (860) 345-3858” which premises is more particularly bounded and described as follows:

Beginning at an iron pin to be set in the northerly line of Black Ash Road at the southwesterly corner of the herein described tract and the southeasterly corner of land now or formerly of Andrew LaFlash and Heather LaFlash as shown on the above referenced plan; thence running North 07°51’45” East for a distance of 104.36 feet to an angle point; thence running North 17°01’25” East for a distance of 167.14 feet to a point; thence running North 17°03’43” East for a distance of 631.53 feet to a drill hole in a stone wall corner at Connecticut Grid Coordinates N 730609.24 E 1155462.65, the last two (2) courses being bounded generally westerly by said

LaFlash land and land now or formerly of 100 Waterfall, LLC, in part by each; thence running South $70^{\circ}51'01''$ East for a distance of 217.49 feet along a stone wall bounded northeasterly by land now or formerly of Pine Ridge Estates Homeowners Association as shown on the above referenced plan to a drill hole in said stone wall; thence running South $11^{\circ}13'15''$ East for a distance of 416.72 feet to an angle point; thence running South $07^{\circ}43'43''$ West for a distance of 267.09 feet to a point in the northerly line of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road; thence running North $82^{\circ}16'17''$ West for a distance of 17.03 feet to a monument to be set; thence running along the arc of a curve to the left with a radius of 350.00 feet, a central angle of $29^{\circ}42'11''$ for a distance of 181.45 feet to a monument to be set; thence running South $68^{\circ}01'32''$ West for a distance of 166.05 feet to a monument to be set; thence running along the arc of a curve to the right with a radius of 600.00 feet, a central angle of $11^{\circ}24'34''$ for a distance of 119.48 feet to a monument to be set; thence running South $79^{\circ}26'07''$ West for a distance of 36.35 feet to the iron pin to be set at the point and place of beginning, the last five (5) courses being bounded generally southerly by said strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road.

SECOND TRACT

A certain tract or parcel of land situated on the northerly side of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road in the Town of Montville, County of New London and State of Connecticut and being more particularly shown as (i) "Conservation Easement Lot 8 Area = 164,788 SF (3.783 AC)" (ii) "Conservation Easement Lot 5 Area = 30,849 SF (0.708 AC)" and (iii) "Conservation Easement Lot 7 Area = 6,923 SF (0.159 AC)" on a certain map or plan entitled "Title: Record Resubdivision Map Land Now Or Formerly Of Pachaug Capital LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: August 22, 2023 Scale: 1" = 100' Sheet: 3 of 10 Dwg. No.: 3 Bennett & Smilas Associates, Inc. 415 Killingworth Road, P.O. Box 241 Higganum, Connecticut 06441 Phone (860) 345-4553 Fax (860) 345-3858" which premises is more particularly bounded and described as follows:

Beginning at a monument to be set in the northerly line of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road at the southeasterly corner of the herein described tract and on the dividing line between the herein described tract and other land now or formerly of Pachaug Capital LLC (the buildable portion of Lot 8 as depicted on the above referenced plan); thence running along the arc of a curve to the left with a radius of 350.00 feet, a central angle of $10^{\circ}11'13''$ for a distance of 62.23 feet to a monument to be set; thence running North $82^{\circ}46'22''$ West for a distance of 360.18 feet to a monument to be set; thence running along the arc of a curve to the left with a radius of 400.00 feet for a distance of 24.06 feet to a point, the last three (3) courses being bounded generally southerly by said strip of land deeded or to be deeded to the Town of Montville for the future widening of Black Ash Road; thence running North $07^{\circ}43'43''$ East for a distance of 110.00 feet to a point; thence running North $40^{\circ}41'54''$ East for a distance of 44.00 feet to a point; thence running North $49^{\circ}55'57''$ East for a distance of 49.00 feet to a point; thence running North $07^{\circ}43'43''$ East for a distance of 80.00 feet to a point on the division line between Lots 5 and 7 as shown on the above referenced plan; thence running North $82^{\circ}16'17''$ West for a distance of 118.98 feet bounded southwesterly by Lot 7 as shown on the above referenced plan to a point; thence running North $07^{\circ}43'43''$ East for a distance

of 222.37 feet to the centerline of a stone wall at land now or formerly of Pine Ridge Estates Homeowners Association as shown on the above referenced plan; thence running South 71°35'01" East for a distance of 6.93 feet along a stone wall to a drill hole at the end of said stone wall; thence running South 76°15'46" East for a distance of 69.64 feet to an iron pin; thence running South 64°43'51" East for a distance of 101.54 feet to a drill hole at the end of a stone wall; thence running South 71°16'31" East for a distance of 126.75 feet along a stone wall to a drill hole at the end of said stone wall; thence running South 76°34'19" East for a distance of 93.43 feet to an angle point; thence running South 65°25'52" East for a distance of 41.51 feet to an iron pin; thence running South 78°09'56" East for a distance of 94.30 feet to a point, the last seven (7) courses being bounded generally northerly by land now or formerly of Pine Ridge Estates Homeowners Association as shown on the above referenced plan; thence running South 04°53'00" West for a distance of 387.82 feet to the monument to be set at the point and place of beginning.

With respect to the above two (2) tracts, reference is hereby made to a Warranty Deed from Zachary Wood to Pachaug Capital LLC dated May 23, 2023 and recorded in Volume 694, Page 291 of the Montville Land Records.

PURPOSE:

The Private Conservation Easement Areas contain wetlands and adjacent upland habitat areas. The areas hereinbefore described shall be kept as open space in their natural and open space condition and restricted from any development with buildings or otherwise, or any use other than as open space to protect the wetlands and upland areas located within said Private Conservation Easement Areas and the upland habitat areas adjacent to said wetlands located within and adjacent to said Private Conservation Easement Areas, as a sanctuary for the native wildlife and native wild plants currently located within said Private Conservation Easement Areas.

1. The Grantor for itself and its successors and assigns hereby agrees that it shall retain the afore-described Private Conservation Easement Areas in their present natural, scenic and open condition and that they shall be used only for passive uses which will keep the area 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 Private Conservation Easement Areas, except for the activities within said Private Conservation Easement Areas specifically permitted herein:
 - (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 Private Conservation Easement Areas. The general topography of the landscape of said Private Conservation Easement Areas shall be maintained in their 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.

- (d) The use or application within the Private Conservation Easement Areas of any pesticides, poisons, biocides, fertilizers, or electronic pest control devices.
 - (e) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitats of the Private Conservation Easement Areas.
 - (f) The manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, or any uses of or activities upon said Private Conservation Easement Areas which could be detrimental to water purity or to any vegetative wildlife or hydrological function.
 - (g) The operation of bicycles, snowmobiles, dune buggies, motorcycles, minibikes, go-carts, all terrain vehicles, golf carts, or any other types of motorized vehicles upon or within such Private Conservation Easement Areas.
 - (h) The dumping or placing of trash, ashes, leaves, grass clippings, waste, rubbish, garbage, junk or unsightly or offensive materials within or upon the Private Conservation Easement Areas. In the event that any such materials shall be deposited within or upon the Private Conservation Easement Areas, the owner of record of the real property then encumbered by the Private Conservation Easement Areas shall remove any such materials from the Private Conservation Easement Areas within thirty (30) days of the date upon which the then owner of record of the real property encumbered by the Private 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 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 by good husbandry practices.
 - (j) The construction and/or installation of roads or driveways.
2. 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 Private Conservation Easement in the event that the Grantee shall fail to initiate any such action as to any prior violation.
3. The easements herein granted and declared shall run with the land and be construed as a burden appurtenant to the Private Conservation Easement Areas and as a benefit running in favor of the Town of Montville and its successors and assigns. Without in any way affecting or diminishing the quantum of the easements conveyed and declared herein, Grantor and such successor owner of any areas encumbered by the Private Conservation

Easement herein conveyed, for themselves, their heirs, successors and assigns hereby agree that they shall remain wholly responsible for the care, maintenance and control of the premises in and upon which the easements are granted, and shall indemnify and hold the Grantee harmless from any 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 Private Conservation Easements granted herein.

4. The restrictions described herein shall run with the land in perpetuity and shall be binding upon the Grantor, its successors and assigns.
5. The Town of Montville 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 which enforcement may include, but not be limited to, an attempt to restrain the violation or to recover damages:
 - (a) In the event that Grantee becomes aware of a violation of the terms of this Private Conservation Easement, Grantee shall give written notice to Grantor and request corrective action sufficient to abate such violation and restore the Private Conservation Easement Areas to a condition substantially similar to that which existed prior thereto. 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 to: (w) bring an action at law or in equity in a Court of competent jurisdiction to enforce the terms of this Private Conservation Easement; (x) require the restoration of the Private Conservation Easement Areas to a condition substantially similar to that which existed prior thereto; (y) enjoin any non-compliance by temporary or permanent injunction; and (z) recover any damages arising from such violation or non-compliance.
 - (b) If Grantee, at 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 Private Conservation Easement, Grantee may pursue its remedies under this Paragraph 5 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 5 of this Private Conservation Easement.
6. **Notice and Approval.**
 - (a) When notice to Grantee pursuant to Paragraph 5(a) is required pursuant to the terms of this Private 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 Private 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 Private Conservation Easement or an adverse impact on any important environmental elements or resources on or within the Private 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 Private Conservation Easement.

- (b) When notice to and the approval of Grantee is required pursuant to the provisions of Paragraph 6(a) of this Private Conservation Easement, Grantor shall provide Grantee with at least thirty (30) days written notice of the scope and timing of the proposed remedial activity and the method and manner with which such activity will be accomplished sufficient for Grantee to determine its impact on the Purpose of the Private Conservation Easement. Within such period, Grantee may comment upon the proposed remedial activity, require amendments or other actions reasonably necessary to protect the ecological value of the Private Conservation Easement Areas or the Purpose of this Private 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 6(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. Failure of Grantee to respond in writing within such time period shall be deemed to constitute approval by Grantee of any requests submitted for approval that are not inconsistent with the Purpose of this Private Conservation Easement. Grantee shall not approve any proposed change or activity that would be inconsistent with the Purpose of this Private Conservation Easement.

- 7. The benefits of this Private Conservation Easement shall be in gross and shall not be assignable by the Grantee except in the event of the termination of the corporate existence

of the Grantee in which event this Private Conservation Easement may be assigned to an entity which qualifies as a publicly supported, qualified conservation organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; and the laws of the State of Connecticut as an eligible donee to receive a grant of a Private Conservation Easement directly. In such event, and as a condition of any such assignment, such Assignee shall agree, in writing, that the Purpose of this Private Conservation Easement shall continue to be carried out in perpetuity. In the event of the termination of the corporate existence of the Grantee, Grantee agrees to consult with Grantor to ensure that the Assignee has a primary conservation purpose that is consistent with the Purpose of this Private Conservation Easement. Any attempted assignment by Grantee of the benefits of this Private Conservation Easement contrary to the terms hereof shall be invalid, void and of no effect.

8. If circumstances arise under which an amendment to or modification of this Private Conservation Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Private Conservation Easement; provided, however, that no amendment shall be made that will adversely affect the qualification of this Private Conservation Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and Title 47, Sections 42a-42c of the Connecticut General Statutes. Any such amendment shall be consistent with the Purpose of this Private Conservation Easement and shall not diminish the restrictions set forth in Section 1 or its perpetual duration as a charitable use. Any such amendment shall be executed by Grantee or by Grantee's permitted Assignee in and to the benefits of this Private Conservation Easement and by the record owner or owners of the real property encumbered by the Private 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 Private Conservation Easement Areas.
9. The Grantee may enter the Private 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 Private Conservation Easement Areas to the public generally.
10. Invalidation of any one of the restrictions, conditions or covenants herein contained shall not affect any of the other restrictions, conditions or covenants, which other restrictions, conditions or covenants shall remain in full force and effect.

