

Town of Washington Inland Wetlands Commission

PERMIT APPLICATION

Applicant's Name: Housatonic Harbor for Humanity Date: 5/3/2021

Activity Address: 7 MYCATT RD, NEW PRESTON CT

APPLICATION FOR:

- Regulated activity: _____
- Subdivision feasibility: # of lots _____
- Correction of a violation: _____
Permits to correct violations will expire at the end of time the period specified by Commission for remedial action.
- Exemption: see separate form - *Application for an Exemption*
- Other -specify: A New Application For A Previously Issued Permit From 9/14/2005 # 1W-05-54

FOR OFFICE USE ONLY

Date Submitted: 05-04-2021 Received By: S White Scanned

Application #: _____ IWC Date of Receipt: _____

Fee Paid: waived Cash Check# _____ Check date: _____ By: _____

Date (14 Days from Receipt) _____ 65 Days from Receipt: _____

Public Hearing Date: _____ Continued to: _____

Extension Request Date : _____ Date Extension Ends : _____

ACTION TAKEN:

- Application Withdrawn Date: _____ Comment: _____
- Denied Without Prejudice Denied Date: _____ Reason: _____
- IWC Approval Date: _____ Agent Approval _____ Date: _____

Please complete the entire form as applicable. Attach supporting documentation. The applicant is responsible for providing all pertinent information and may be required to supply additional information and/or pay for expert consultation, beyond what is outlined on this form. To save time and avoid rejection of an application, read and use the ***Inland Wetland and Watercourses Regulations***, Town of Washington and the ***Applicant's Guide to Completing and Processing an Application for an Inland Wetlands Permit*** before applying.

Applications must be complete* and submitted to the Land Use Office no later than 7 calendar days before the next regular scheduled meeting to allow sufficient time for administrative, public, and commissioner review. The application will be considered at the next regularly scheduled meeting. **Complete** applications submitted to the Land Use Office later than the specified deadline for that meeting, may be added to the agenda at the discretion of the Commission. Consideration of late applications will await preliminary review by the administrative staff as time permits. The schedule of meetings and times is posted at the Town Hall and at www.WashingtonCt.org.

*To be considered "complete," the application must include:

- Yellow Mandatory Land Use Pre-Application Form signed by the property owner and if applicable, a letter from conservation easement holder
- All required forms, attachments and authorizations;
- Live (ink) signature(s) of the property owner(s);
- The Statewide Inland Wetlands and Watercourses Activity Reporting Form (Section II completed);
- A check, payable to the Town of Washington, for the **Application Fee** of \$60.00, **plus any other applicable fees from the posted Fee Schedule**, plus the required **State Tax** of \$60.00; **Total fee: \$120.00.**

ALL PLANS AND DRAWINGS MUST BE FOLDED TO FIT IN LEGAL SIZE FOLDER – UNFOLDED PLANS WILL NOT BE ACCEPTED

Town of Washington Inland Wetlands Commission

SECTION I: CONTACT INFORMATION

- 1) Name of Owner: HOUSATONIC HABITAT FOR HUMANITY
 - 2) Mailing Address: 51 AUSTIN ST
City DANBURY State: CT Zip: 06810
 - 3) Telephone Home: 203 744-1340 Cell: 203 232 7598 (PREFERRED)
 - 4) Email: KENT@HOUSATONIC HABITAT.ORG
 - 5) Authorized Agent (attach mandatory written authorization): KENT RONNER
 - 6) Agent Address: 287 DANBURY RD, RIDGEFIELD CT 06877
 - 7) Agent's Home Telephone: 203 438 6835 Business: 203 232 7598
 - 8) Agent's Email: KENT@HOUSATONIC HABITAT.ORG
 - 9) Name, Address, Title and Phone Number of any Professional(s) or Contractor(s) to be involved in the project:

- 10) All correspondence, notices, permits shall be sent to: Property Owner Agent

SECTION II: PROPERTY INFORMATION

- 1) Address of Property: 7 MYCARTT RD, MARBLEDALE CT 06777
- 2) Assessor's Map, Lot Number(s): MAR 6-10, LOT 15
- 3) Total Acreage: 13.54 ACRES
- 4) Located in a Historic District? Yes No
- 5) Applicant's Interest in Property (circle one): Owner Developer Option Holder
Other (describe): _____

SECTION III: PROJECT/ACTIVITY INFORMATION

- 1) Project/Activity Name (e.g. pond dredging, etc.): SEE ATTACHMENT
- 2) If the activity involves the installation or repair of a septic system(s):
Has the Health Official approved the plan? Yes No
- 3) Total Wetland Acres: _____ Disturbed Wetland Acres: 0
- 4) Total Review Acres*: 8.61 Disturbed Review Acres: .08
* The review area is all land within 100 feet of all wetlands soils and watercourses/water bodies. Activities beyond the 100-foot review area, which have the potential to adversely affect wetlands and watercourses, are also subject to wetlands jurisdiction and permitting requirements.
- 5) Linear Feet of Watercourse: _____ Linear Feet of Watercourse disturbed: 0
- 6) Square feet of proposed impervious surfaces (roads, buildings, parking, etc.): 1.16 acres - 50,568 SF
- 7) Does this project/activity comply with all applicable zoning regulations? Yes No
approved by zoning

Town of Washington Inland Wetlands Commission

SECTION IV: PROJECT NARRATIVE

Attach separate sheet(s) if necessary

1) Proposed Activity (detailed description): SEE ATTACHMENT

2) The proposed activity will involve the following within wetlands, a watercourse, and/or a review area:

Check all that apply:

- Alteration Construction Pollution Deposition of Materials
 Removal of Materials Bridge or Culvert Discharge To Discharge From
 Other (describe) _____

2) Amount, type, and location of materials to be removed, deposited or stockpiled: _____

3) Description of proposed project, construction work sequence, machinery to be used, & duration of activities: _____

4) Describe alternatives considered and why the proposal described herein was chosen: _____

SECTION V: ADJOINING MUNICIPALITIES & NOTICE

1) Check whether any of the following circumstances apply **

- A portion of the property affected by the decision of the Commission is located within five hundred (500) feet of the boundary of an adjoining municipality.
 A portion of the sewer or water drainage from the project site will flow through and significantly impact the sewage system within the adjoining municipality.
 Water run-off from the improved site will impact streets or other municipal or private property within the adjoining municipality.

****If any of these situations apply (are checked), the applicant is required to give written notice of his/her application to the Inland Wetlands Agency of the adjoining municipality, on the same day that he/she submits this application. Notification must be by Certified Mail with Return Receipt Requested.**

Town of Washington Inland Wetlands Commission

SECTION VI: ATTACHMENTS

SEE ATTACHMENT

Please attach the following along with any other pertinent information:

- 1) An 8.5" x 11" photocopy of the pertinent section of the USGS topographic quadrangle with the property outlined or pinpointed. *Note: USGS Topographic Quadrangle Map is available in the Land Use Office.*
- 2) Scale drawings of the project and property that show the project in detail. They should include the following:
 - a. Title block with project name, owner, date, total acres, address, and map drafter.
 - b. North arrow
 - c. Scale bar
 - d. Legend
 - e. Property lines
 - f. Wetland boundaries
 - g. Watercourses with direction of flow, water depth, & bottom characteristics (if applicable)
 - h. Edge of review area/100' setback.
 - i. Topographic contour lines
 - j. Dimensions and exact locations of proposed activities including material and soil stockpiles, erosion and sedimentation controls, ingress and egress patterns
 - k. Existing and proposed vegetation, including limit of disturbance line.
- 3) If a Soil Scientist is involved, his/her name, written report, and field sketch.
- 4) The Commission may, at its discretion, require an A-2 Survey showing wetland boundaries that have been flagged by a Certified Soil Scientist (CSS) and surveyed and plotted by a Licensed Surveyor.

SECTION VII: CONSENT AND SIGNATURE(S)

The undersigned, as owner(s) of the property, hereby consents to necessary and proper inspections of the above mentioned property by Commissioners and agents of the Inland Wetlands Commission, Town of Washington, at reasonable times, both before and after a final decision has been issued by the Commission. The undersigned hereby certifies that the information provided in this application, including its supporting documentation, is true and he/she is aware of the penalties provided in Section 22a-376 of the Connecticut General Statutes for knowingly providing false or misleading information.

HOUSATONIC HABITAT FOR HUMANS, KENT ROZNER, PRESIDENT

Print Name of Property Owner

KADRE

Signature of Property Owner (live ink)

5/5/2021

Date

Print Name of Property Owner

Signature of Property Owner (live ink)

Date

IN ORDER TO EXPEDITE THE PERMITTING PROCESS IT IS NECESSARY TO FILL OUT ALL SECTIONS OF THIS APPLICATION COMPLETELY.

*****INCOMPLETE APPLICATIONS CANNOT BE PROCESSED*****

*****ALL PLANS AND DRAWINGS MUST BE FOLDED TO FIT IN LEGAL SIZE FOLDER – UNFOLDED PLANS WILL NOT BE ACCEPTED*****

Attachment A

SECTION III

1. Proposal to complete the construction of the Myfield Lane Development. 6 homes have previously been constructed on the 13 lot development. Five of these homes were constructed by Myfield Lane LLC (Winston Fowlkes and Joseph Gitterman) and one home was constructed by Housatonic Habitat for Humanity. Housatonic Habitat for Humanity plans to move forward constructing homes on the 7 remaining vacant lots. The homes being constructed will all slightly smaller than what was proposed in the original plan of development. The same individual lot lines will be used and there will be less lot coverage as the approximate 700 square foot garages will be eliminated and will be replaced by an attached garage included in the footprint of the individual homes. The plan is to permit and build four homes starting in 2021 and to develop the remaining 3 vacant lots within the next 4 years.
2. The 13 septic systems for all 13 lots in the development (6 current and 7 additional) have all previously been approved and were previously installed by the original developer. As each new home is added, it will be connected to its preexisting individual septic system.
3. Total wetlands acres: 1.43. Total wetlands proposed for disturbance: 0
4. Total upland review area acres: 8.67. Total upland review area acres proposed for disturbance: 0 (note: the original developer did previously disturb .56 acres under their original approved wetlands approval.
5. Linear feet of watercourse: 1,137,
Linear feet of watercourse proposed for disturbance: 0
6. Acres of proposed impervious surfaces: 1.159 acres (8.56%)

SECTION IV

1. This project proposes to preserve 10.21 acres (74.9%) of the total subject site, including all wetlands areas, as permanent open space via a conservation easement. The applicant also propose to construct a compact cluster of seven single-family condominium residences within a clearly defined disturbance envelope, together with a barn containing three condominium apartments (which will be subject to affordability deed restrictions), a six-bay barn garage, and supporting infrastructure for all 10 proposed residential units. The site plan for this property seeks to balance several different conservation and development goals established by the Town.

The 2003 Washington Plan of Conservation and Development sets a goal of permanently preserving 30 percent of the town's land area as open space, and recommends protecting, wetlands, watercourses, steep slopes, and other natural and cultural resources. The Plan also calls for diversifying the Town's housing stock to create more residential opportunities for older residents, and for younger residents who have difficulty affording Washington's high home prices. In a 2002 report, the Washington Housing Committee set a goal of constructing 95 new reasonably priced homes for residents of modest means.

The open space to be preserved on the subject parcel includes a wooded ravine and watercourse running along the northern boundary of Scofield Hill Road. Also slated for protection is a portion of existing 4-acre hayfield at the northern side of the property, which abuts the Quarry Ridge complex, is comprised of prime farmland soils, and falls within a view area identified by Washington's Natural Resource Inventory Report and Recommendations.

The plans for all proposed structures are based on traditional New England architectural designs and are intended to complement the rural and historic character of the area. The homes are designed and sited to substantially preserve the property's natural features and ecological compartments—and to limit site disturbance to the most compact, clearly defined envelopes possible.

All residences would be accessed from Mygatt Road via two driveways, with curb cuts along the eastern edge of the existing hayfield. These accessways have been designed to resemble simple country lanes, minimize impervious surface coverage, ground infiltration of stormwater, and facilitate amphibian crossings.

Unlike many condominium developments, which are characterized by signed entrances, large parking areas, extensive outdoor lighting, and automobile-centric designs, this project seeks to replicate the character of a traditional rural New England village. Signage would be limited to house numbers and discrete directional signs. Parking areas for most houses would be located behind structure setback lines, minimizing their visual impact. Overflow parking areas would be located along accessways and made of pervious materials, such as grass pavers, to allow ground water recharge and minimize adverse visual impacts. The use of outdoor lighting will be held to the minimum needed to ensure safety, and no high-intensity light fixtures are planned.

SECTION IV

2. No activity is proposed in any wetlands areas
3. The remaining seven lots will have seven traditionally designed and constructed homes. The design will be traditional Cape Cod style home. An example drawing is included as an attachment to this application. The duration of construction of any individual home is expected to last one year or less. Buildout of all 7 remaining homes is expected to take place within 4 years.
4. While alternatives were considered by the original developer, no alternatives have been considered for this revised application.

PROPOSED PLANTING & INVASIVE SPECIES MANAGEMENT PLAN

Revised October 25, 2005

SUMMARY OF MANAGEMENT UNITS

(As outlined in the Ecological Report in Section VII of the Conservation & Development Proposal, 7 Mygatt Road, Washington, Connecticut, May 2005)

01. Field
02. Development
 - a. Field Residences
 - b. Limited Equity residences
03. Overgrown Meadow
04. Wooded Ravine
05. Wetland

CLEARING

01. Field
 - a. As required for installation of Septic Systems, Driveway, and Detention Basin
02. Development
 - a. Field Residences
 - i. All vegetation in the area between the proposed extent of disturbance line at the southern edge of the development envelope and the existing fieldstone wall will be preserved intact as a buffer during the construction process. Once construction of all units is complete and the development envelop has been revegetated, a separate application may be submitted to the Wetlands Commission requesting a permit to selectively remove pioneer trees and shrubs in the buffer area, with particular emphasis on invasive species eradication.
 - ii. All growth and root systems in the proposed development envelope will be removed as required.

PROPOSED PLANTING & INVASIVE SPECIES MANAGEMENT PLAN

CLEARING (CONTINUED)

03. Overgrown Meadow
 - a. No activity proposed at this time
04. Wooded Ravine
 - a. No activity proposed at this time
05. Wetland
 - a. No activity proposed at this time

EROSION & SEDIMENTATION CONTROL

01. Field
 - a. See Sedimentation and Erosion Control Plan
02. Development
 - a. See Sedimentation and Erosion Control Plan
03. Overgrown Meadow
 - a. No activity proposed at this time
04. Wooded Ravine
 - a. No activity proposed at this time
05. Wetland
 - a. No activity proposed at this time

PROPOSED PLANTING & INVASIVE SPECIES MANAGEMENT PLAN

PLANTING

01. Field

- a. Disturbed areas will be seeded either with a Mix of 2/3 Blue Seal Meadow Mix (Timothy and related grasses) and 1/3 Rockingham Conservation Mix (Rye and Fescue) or Northeast Wildflower Mix (*New England Wetlands Plants LLC*)
- b. Detention Basin to be seeded with Northeast Erosion Control/Restoration Mix (*New England Wetlands Plants LLC*)

02. Development

a. Field Residences

- i. Lawns for the single-family houses will be limited to compact yard envelopes, the rear portions of which will be approximately 1,850 square feet in size. These areas will be seeded with Contractor's Mix (including annual and perennial rye, fine leaf fescue, tall, turf-type fescue, and Kentucky blue grass). The southern corners of these rear-yard lawn areas will be marked with iron pins to prevent expansion of lawn envelopes into the upland review area.
- ii. Areas between the yard envelopes and the proposed extent of disturbance line to be seeded with New England Erosion Control/Restoration Mix for Dry Sites (*New England Wetlands Plants LLC*)

03. Overgrown Meadow

- a. No activity proposed at this time

04. Wooded Ravine

- a. No activity proposed at this time

05. Wetland

- a. No activity proposed at this time

PROPOSED PLANTING & INVASIVE SPECIES MANAGEMENT PLAN

ONGOING MANAGEMENT

01. Field

- a. Field will be mowed at least once per year on or after August 1, at which point birds producing multiple broods will have fledged the last of their young.
- b. Detention Basin. Monitoring for and removal of invasives will be conducted in accordance with best management practices.

02. Development

a. Field Residences

- i. Lawn envelopes will be mowed approximately once per week
- ii. Areas between lawn envelopes and the proposed extent of disturbance line at southern edge of development envelope will be managed by monthly mowing for the first two years, or until invasive species have been eliminated. It is anticipated that clearing will trigger the germination of invasive species, such as Dame's Rocket Ailanthus (*Hesperis matronalis*), Black Locust (*Robinia pseudacacia*), Privet (*Ligustrum sp.*), etc, whose seeds and fruit are present in the soil seed bank. It is possible, however, that the grasses in the seed mix will produce enough thatch quickly to prevent invasives from emerging. After control of invasives has been achieved, mowing will be suspended. (Mowing will be low-to-the-ground, as a high blade position will not be effective in eradicating invasive plants, such as Garlic Mustard (*Alliaria petiolata*), which produce abnormally short flowering stems and, consequently seeds, which can escape mower blades.

c. Limited Equity Residences

- i. Weekly Yard Maintenance

PROPOSED PLANTING & INVASIVE SPECIES MANAGEMENT PLAN

ONGOING MANAGEMENT (CONTINUED)

03. Overgrown Meadow

- a. No activity proposed at this time

04. Wooded Ravine

- a. No proposed Maintenance at this time.

05. Wetland

- a. No proposed Maintenance at this time.

ATTACHMENT B

The following modified information pertains to the site plan revised 10/18/05

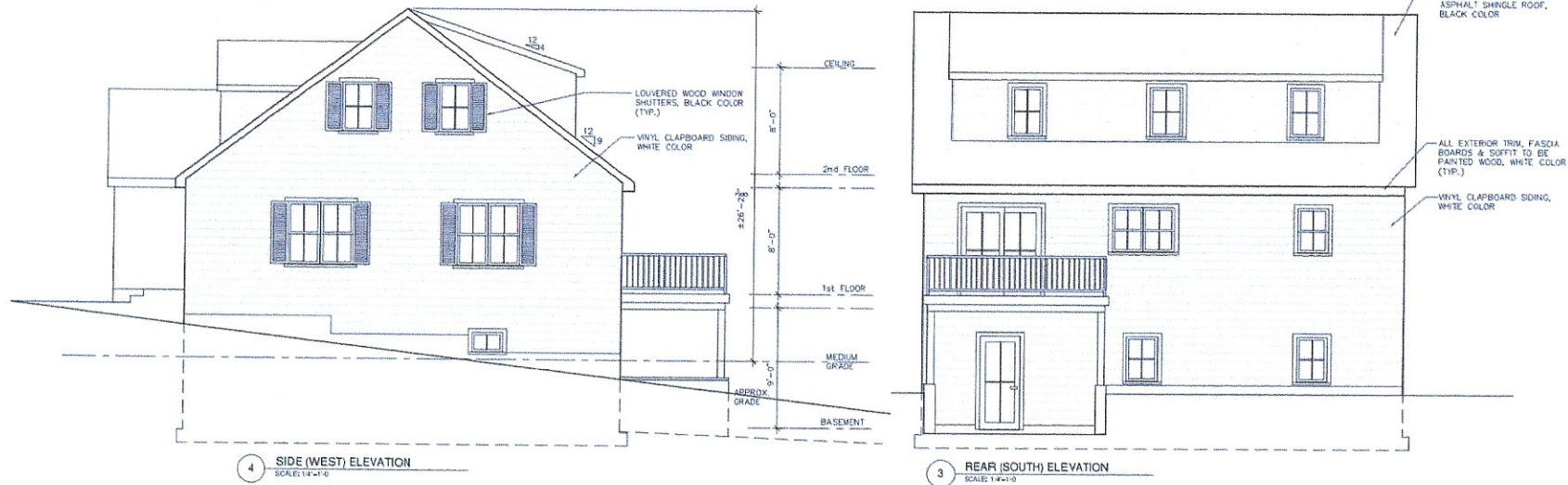
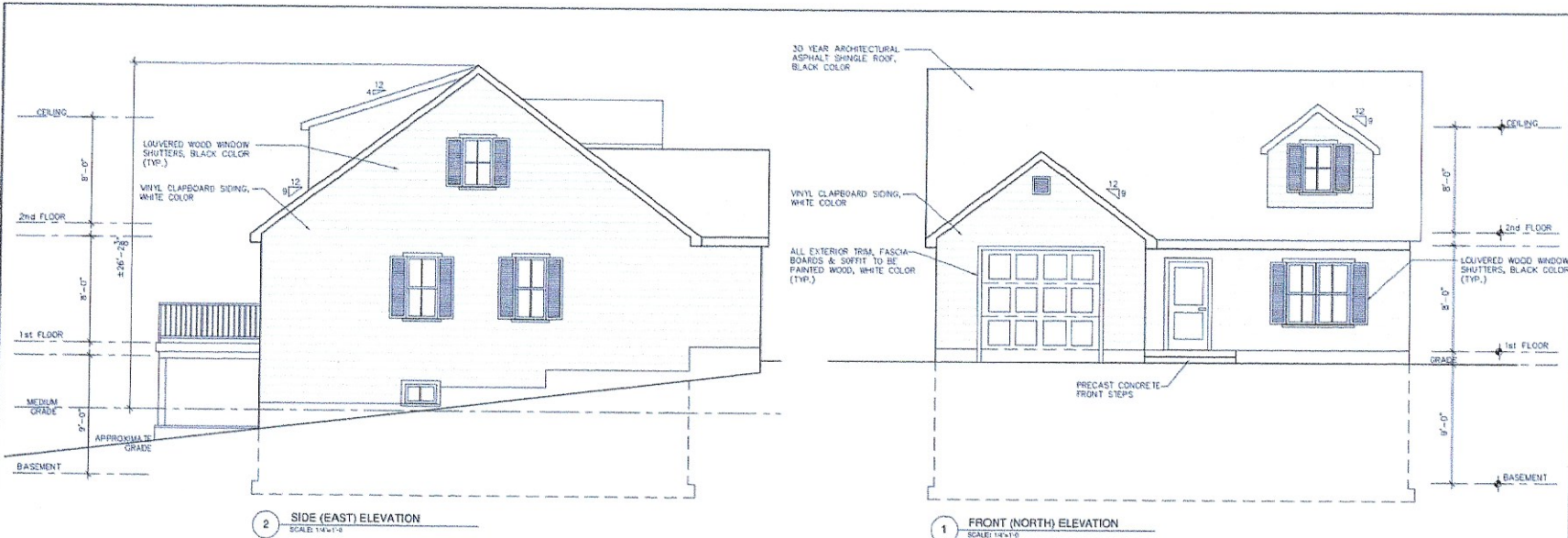
SECTION III

4. Total upland review area acres: 8.61
Total upland review area acres proposed for soil disturbance: 0.08 acres
6. Acres of proposed impervious surfaces: 1.16 acres (50,568SF or 8.56% total, including 23,865SF for buildings, 3,632SF for walkways and patios, 23,071 for driveways, roads and parking areas)

SECTION IV

3. Approximately 460 cubic yards of topsoil and 4,500 cubic yards of undersoil and rock would be excavated. No excavated materials are expected to leave or enter the site.

PROPOSED HOME DESIGN ON 7 VACANT LOTS



1 20-25-21 ISSUED FOR PERMIT & PHOTOS

Fractal Architects
8 Wright Street, #107
Westport, CT 06880
ph 203. 690. 9192

MYFIELD HOUSE UNIT
7 MYGATT ROAD
NEW PRESTON, CT 06777

PROPOSED ELEVATIONS
(with walk-out basement)

DATE: AS NOTED	REV: 03-29-21	Sheet
PROJECT No: 2016	DESIGNED BY: DO	A-2.0a
DESIGNED BY:	APPROVED BY:	

Documents for Inland Wetland Reveiw

Kent Rohrer <kent@housatonichabitat.org>

Tue 5/25/2021 8:25 AM

To: Shelley White <swhite@washingtonct.org>

 3 attachments (5 MB)

Easement Document.pdf; Construction sequencing.docx; Myfield Easement Line.pdf;

Hi Shelley, Here are three documents for Wednesday review

1. Easement Map
2. Easement agreement/deed
3. Construction sequencing.

Also, Michael Alex will survey and stake the easement line prior to any construction.
Please confirm receipt and let me know about the time of the meeting.

Kent

QUIT CLAIM DEED - STATUTORY FORM

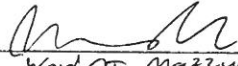
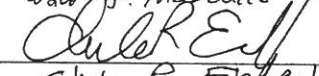
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT Myfield, LLC, a Connecticut limited liability company, having its principal office at 72 Potash Hill Road in the Town of Washington, County of Litchfield and State of Connecticut (hereinafter referred to as the "Grantor" for the consideration of Eight Dollars (\$8.00) received to its full satisfaction, grant to HOUSATONIC HABITAT FOR HUMANITY, INC. a Connecticut non-stock corporation with an address of 51 Austin Street, Danbury, Connecticut 06810 (hereinafter referred to as "Grantee") with QUIT-CLAIM COVENANTS

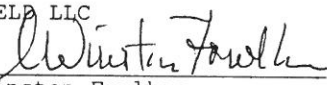
That certain piece or parcel of real property together with all improvements thereon, commonly known as Mygatt Road located in the Town of Washington, County of Litchfield and State of Connecticut, more particularly set forth and described on SCHEDULE A attached hereto and made a part hereof.

IN WITNESS WHEREOF, The Grantor hereunto sets its hand and seal this 20th day of December, 2018.

Signed, Sealed and Delivered
in the Presence of:

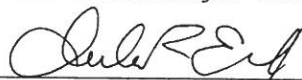

Ward J. Mazzucco

Charles R. Ebersol, Jr.

MYFIELD LLC

By: 
J. Winston Fowlkes
Its Manager, Duly Authorized

STATE OF CONNECTICUT)
) ss: Danbury December 20, 2018
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this 20th day of December, 2018 by J. Winston Fowlkes, Manager of Myfield LLC, a Connecticut limited liability company, on behalf of the limited liability company who acknowledged this to be his free act and Deed.


Charles R. Ebersol, Jr.
Commissioner of the Superior Court

Last Address of Grantee:
51 Austin Street
Danbury, CT 06810

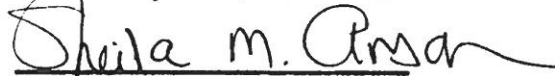
SCHEDULE A

That certain piece or parcel of land, together with all improvements thereon, lying on the westerly side of Mygatt Road and the northerly side of Scofield Hill Road in the Town of Washington and State of Connecticut, being the premises shown on a map entitled, "13.54 Acres, Property/Boundary Survey, Map Prepared for Myfield, LLC, 7 Mygatt Road, Washington, Connecticut, January, 2005, Scale 1" = 50'", Including Revisions of 4/12/05; 8/5/05 and 10/31/06 T. Michael Alex, Licensed Land Surveyor.

A portion of the premises is subject to a Conservation Restriction in favor of the Town of Washington dated October 26, 2006, as recorded at Volume 195, Pages 804 to 817 of the Washington Land Records.

A portion of the premises along Scofield Hill Road is subject to a buffer area prohibiting the cutting of trees as more particularly set forth in Warranty Deed from Keith Angell to Myfield, LLC dated December 17, 2004, recorded at Volume 183, Page 315 of the Washington Land Records.

No Conveyance Tax Collected



Town Clerk of Washington

RECEIVED FOR RECORD
DEC 20, 2018 at 03:31 PM
Sheila M Anson
TOWN CLERK
Washington, CT

CONSERVATION RESTRICTION

This DEED OF CONSERVATION RESTRICTION made this 26 day of Oct 2006.

RECITALS:

WHEREAS, MYFIELD, LLC, a Connecticut limited liability company, hereinafter collectively called the Grantor, is the owner in fee simple of certain real property known as 7 Mygatt Road in the Town of Washington, Connecticut, (the "Property"); and

WHEREAS, The Property contains areas to be protected by this Conservation Restriction (the "Protected Property"), which are more particularly described as "Conservation Easement Area" on a map entitled "13 Detached 1904 SQ FT Unit Scheme, 3/26/06, Rev. 4/4/06, Proposed Site Plan, 13.54 Acres, Property/Boundary Survey, Map prepared for Myfield LLC, 7 Mygatt Road, Washington Connecticut, January 2005," prepared by William Worcester, AIA and T. Michael Alex, licensed surveyor, as amended and approved by the Washington, Connecticut, Inland Wetlands Commission (the "Site Plan"), and incorporated by this reference; and

WHEREAS, THE TOWN OF WASHINGTON, CONNECTICUT, hereinafter called the Grantee, is a Connecticut municipality that is committed to preserving its rural character through open space preservation; and

WHEREAS, The Protected Property is located in an historic and picturesque community which, despite being located approximately 85 miles from New York City, has a remarkably well preserved and unspoiled traditional rural New England landscape, which attracts many visitors, who seek out the area's scenic views, historic architecture, and open spaces; and

WHEREAS, The Protected Property possesses significant water quality, scenic, natural, and open space values, as described herein (collectively, "Conservation Values"), which are of great importance to Grantor, to Grantee, to the residents of Litchfield County, and to the State of Connecticut; and

WHEREAS, The Protected Property is situated in the "R1, Farming and Residential District," as established by the Washington, Connecticut, Zoning Regulations, which state that the purpose of the district is to yield "scattered residential, agricultural and related uses, open space, low intensity recreational activities, and other uses that will retain the rural character and natural beauty of the Town;" and

WHEREAS, Section 8-23 of the Connecticut General Statutes requires each Connecticut municipality to prepare and decennially update a Plan of Conservation and Development, and state that, in preparing such a plan, a municipality shall "recommend the most desirable use of land within the municipality for residential, recreational, commercial, industrial, conservation and other purposes," consider "the need for protection of existing and potential public surface and ground drinking water supplies," and may consider "plans for open space acquisition"; and

WHEREAS, The *Town of Washington, Connecticut, Plan of Conservation and Development*, dated December 2003 ("The Washington Plan of Conservation and Development"), states that "Washington is defined and distinguished by its rural character," that "[p]reservation of this encompassing but vulnerable attribute has been the dominant planning theme of the Town of Washington since the first Plan of Development in 1963," and that "primary among the goals of [the] Plan is the protection of the functionally and environmentally important natural systems that help make up community character, preserve environmental functions, and enhance the quality of life for residents"; and

WHEREAS, The Washington Plan of Conservation and Development specifies a goal of "permanently protecting 30 percent of Washington as open space by 2015" and notes that an additional 13 percent of the town's land area must be protected as open space in order to achieve that goal; and

WHEREAS, The Washington Plan of Conservation and Development contains certain maps which identify portions of the Protected Property as being located within a corridor of desirable open space; and

WHEREAS, The *Town of Washington Natural Resource Inventory Report and Recommendations*, dated November 2000 (the "Washington Resource Inventory") and incorporated by reference into the Washington Plan of Conservation and Development, contains certain maps which indicate that the Protected Property falls within an important public viewshed and wetlands area, and encompasses prime farmland soils, as classified by the United States Department of Agriculture; and

WHEREAS, The scenic attributes and rural character of Scofield Hill and Mygatt Roads, the town highways from which the Protected Property is accessed, are noted in the Washington Resource Inventory; and

WHEREAS, The restrictions imposed herein will generally preserve the scenic view from Scofield Hill Road of a watercourse, ravine, and woodlands located on the Protected Property, which views are enjoyed by many area residents and the general public; and

WHEREAS, Protection of the Protected Property will preserve open space for the scenic enjoyment of the general public and will yield a significant public benefit, under Section 170(h)(4)(iii)(I) of the Code; and

WHEREAS, Protection of the Protected Property will preserve open space pursuant to clearly delineated government policies and will yield a significant public benefit under Section 170(h)(4)(iii)(II) of the Code; and

WHEREAS, The Grantor's philosophy of private stewardship and thoughtful management of The Property has continued to preserve the preceding Conservation Values; and

WHEREAS, Development of The Protected Property would lead to or contribute to the degradation of the scenic and natural character of the area and would be inconsistent with the conservation objectives of the Town of Washington and the State of Connecticut; and

WHEREAS, The Conservation Values of the Protected Property have been documented by a qualified ecologist in a Ecological Inventory, dated April 6, 2005 prepared for Grantor ("Restriction Documentation Report"), which documents specific flora and fauna present; and

WHEREAS, The Restriction Documentation Report will be signed and acknowledged by the Grantor, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

WHEREAS, the Grantor and the Grantee have the common purpose of conserving the above-described Conservation Values of the Protected Property in perpetuity; and

WHEREAS, The State of Connecticut has authorized the creation of Conservation Restrictions pursuant to Connecticut General Statutes Sections 47 - 42a through 47 - 42c and the Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional gift, does hereby give, grant and convey to the Grantee a Conservation Restriction in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Restriction to assure the Protected Property will be retained forever predominantly in its natural, scenic, forested, and open space condition; to protect any rare plants, animals, or plant communities that may become established on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property described above. Grantor intends that this Restriction will confine the use of the Protected Property to such activities as are consistent with the purpose of this Restriction.

2. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided for in Paragraph 3 below:

- 2.1 There shall be no construction or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, wireless telecommunications infrastructure, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the premises.
- 2.2 There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.
- 2.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of non-native trees, shrubs or plants, or use of fertilizers or pesticides.

- 2.4 There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly know as "bug-zappers."
 - 2.5 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property which could cause erosion or siltation on the Protected Property.
 - 2.6 There shall be no pollution, alteration, depletion nor extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property or on adjacent property if owned by Grantor, which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property.
 - 2.7 There shall be no operation of mountain or other bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, helicopters, jet skis, motorized boats or any other types of mechanized vehicles, except that farm equipment may be used in connection with any permitted agricultural uses.
 - 2.8 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Restriction for the purposes of determining density, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by the Restrictions shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nothing herein contained shall be construed to prevent the Grantors from using any of the Protected Property as Property qualifying for Open Space, Forest or Farmland for tax exemption purposes under applicable statutes and laws, provided that any use undertaken in connection therewith occurring in a wetlands area or upland review area, as defined by the Town of Washington Inland Wetlands Regulations (the "Wetlands Regulations"), is approved in advance by the Town of Washington Inland Wetlands Commission (the "Wetlands Commission").
3. Grantor's Reserved Rights. Notwithstanding any provisions of this Restriction to the contrary, the Grantor hereby reserves the following rights, which shall not be exercised in any wetlands area or upland review area on the Property without advance approval from the Wetlands Commission:

- 3.1 The right to undertake or continue any activity or use of the Protected Property not prohibited by this Restriction. Prior to making any change in use that would significantly alter the character of the Protected Property or would significantly change the manner in which it is used, the Grantor shall notify the Grantee in writing allowing Grantee to determine whether such change would violate the terms of this Restriction.
- 3.2 The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Restriction and written notice is provided to Grantee in accordance with Paragraph 11 below.
- 3.3 The right to cut firebreaks and remove dead, diseased or invasive trees, shrubs, or plants, as defined by *Non Native Invasive and Potentially Invasive Vascular Plants in Connecticut* list (Mehrhoff, Metzler, and Corrigan, 2003) as amended. If such invasive plant species cannot practically or effectively be managed or eradicated using non-chemical methods, Grantor may retain a qualified professional to apply herbicides in connection with an invasive species management plan approved in advance by Grantee.
- 3.4 The right to perform a lot line revision to formally combine the Protected Property with any adjacent parcels that may be owned by Grantor or its successors or assigns, provided that the Restriction boundaries be permanently marked by a registered land surveyor with iron pins or other suitable devices.
- 3.5 The right to undertake all improvements shown on the Site Plan and to grant any current and future public utility companies (now Connecticut Light & Power, SBC, Charter Communications, and the Judea Water Company) any easements that may be required to accomplish same.
- 3.6 The right to construct, install, use, and maintain additional utilities and supporting infrastructure on the Protected Property, such as electrical, telecommunication, and other utility conduits; wells; water pumps; water lines; sewer lines; transformers; and power supplies, as may be necessary to serve the structures shown on the Site Plan together with other new structures that may be constructed on the Property (collectively "Utility Infrastructure") provided that: (1) such structures are approved by all local land-use commissions and other regulatory entities having jurisdiction over such structures, (2) such Utility Infrastructure cannot reasonably be installed on unencumbered portions of the Property due to physical or access constraints, (3) such Utility Infrastructure is designed, sited, constructed, and maintained in a manner which minimizes disturbance to the Protected Property, (4) and the Conservation Values of the Protected Property are maintained.
- 3.7 The right to grant any current and future public utility companies (now Connecticut Light & Power, SBC, Charter Communications, and the Judea Water Company) any easements that may be required to provide new Utility Infrastructure.

- 3.8 The right to maintain, repair, and replace the stormwater management systems shown on the Site Plan.
- 3.9 The right, in the existing hayfield at the northern portion of the Protected Property, to conduct the following activities, provided such activities do not interfere with the operation and maintenance of the primary and reserve septic systems shown on the Site Plan:
 - 3.9.1 Plant and harvest hay;
 - 3.9.2 Plant and maintain vegetable gardens and fruit orchards, provided standard organic agricultural practices are observed;
 - 3.9.3 Construct barns, paddocks, and other agricultural structures;
 - 3.9.4 Install and maintain storage tanks for propane, oil, fire safety, and water, and to install and maintain underground conduits connecting such tanks to structures erected on the Property;
- 3.10 The right to clear and maintain the Wet Meadow area identified in the Conservation Restriction Document pursuant to a management plan approved by Grantee and the Washington Inland Wetlands Commission;
- 3.11 The right to construct, use, and maintain additional septic system tanks, pumping chambers, pipes, leachfields, and other septic system components in the open hayfield at the northern edge of the Protected Property, and to construct, service, and maintain new leach fields in such hayfield;
- 3.12 The right to install and maintain walking trails, provided such trails are unpaved and do not exceed three feet in width;
- 3.13 The right to plant and maintain rows of native trees along vehicular accessways;
- 3.14 The right to plant and maintain screens of native trees and/or shrubs along the northern and western Property boundaries;
- 3.15 The right to install and maintain fencing along the northern and western Property boundaries;
- 3.16 The right to selectively remove and trim trees and other vegetation on the sloped area between Houses 1, 2, 3, 4, 5, 6, and 7 and the existing stone wall that separates that sloped area from the principal wetlands portion of the property, as denoted on the Site Plan, for the purpose of preserving or enhancing southerly views from those Houses.
- 3.17 The right, when making improvements to portions of the Property not subject to this Restriction, to maintain and use temporary soil stock piles in the existing open hayfield, as shown on the Site Plan.

- 3.18 The right, during the construction, maintenance, renovation, or replacement of any structure, infrastructure, or landscape components on the Property, to use the open field at the northern portion of the Protected Property as a temporary staging area in connection with performing such work, provided that: (1) the staging area shall be limited to the area north of the proposed driveway, as shown on the Site Plan (2) no staging activities shall occur upon any septic system leach field area, as shown on the Site Plan, which areas shall be cordoned off during any staging activities to prevent soil compaction; (3) the nature, scope, and duration of the staging activities shall be limited to that which is reasonably necessary to complete the work at hand in a timely fashion, (4) erosion and sedimentation controls shall be employed as necessary and appropriate; and (5) upon completion of the staging activities, Grantee shall restore any areas disturbed by staging activities to their approximate pre-staging activity condition. For purposes of this section, staging activities shall include the following:
- 3.18.1 Temporary storage and manipulation of building materials, modular structures, structural components, utility components, stormwater management components, septic system components, landscaping materials, construction vehicles, construction equipment, tools, and other materials, supplies, and equipment;
 - 3.18.2 Temporary installation and use of work structures, storage units, office trailers, utility structures, and other work, storage, and utility structures and areas;
 - 3.18.3 Temporary creation and use of stockpiles for soil, septic fill, gravel, stone, and other materials;
 - 3.18.4 Installation of temporary silt fencing, hay bales, and other erosion and sedimentation control measures;
 - 3.18.5 Installation of temporary fencing to demarcate areas of activity and non-activity.
 - 3.18.6 Other reasonable temporary activities that may be necessary to complete the construction, maintenance, or renovation of structures, infrastructure, or landscape components on the Property.
- 3.19 The right to construct and maintain a fire pond and hydrant, subject to review and approval by the Washington Inland Wetlands Commission.
- 3.20 The right to keep livestock.

4. Grantee's Rights. To accomplish the purpose of this Restriction, the following rights are conveyed to Grantee by this Restriction.

- 4.1 The right to preserve and protect the Conservation Values of the Protected Property.
- 4.2 Right of Entry. The right to enter the Protected Property at all reasonable times and with prior notice and, if necessary, across other lands retained by the Grantor, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Restriction; (b) enforcing the terms of this Restriction; (c) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (d) monitoring and management as described below.
- 4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of any rare plant and animal populations, plant communities, and natural habitats that may become established on the Protected Property, and to manage them, if necessary, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of Grantee which may include but not be limited to mowing, fencing, trapping, prescribed burning, etc. Any such management activities shall be set forth in a written management plan to be approved by the Grantor, which approval shall not be unreasonably withheld or delayed.
- 4.4 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Restriction and to require the restoration, to the condition that existed prior to the claimed violation of this Restriction, of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 10.
- 4.5 Grantee's Consent. Prior to commencing the following activities, Grantor shall request Grantee's consent: (1) making a change in use of the Protected Property, as permitted under Paragraph 3.1, when such change would significantly alter the character of the Protected Property or significantly change the manner in which it is used; (2) the installation of additional Utility Infrastructure under Paragraph 3.6 not shown on the Site Plan; (3) the construction of barns, paddocks, or other agricultural structures under Paragraph 3.9.3; (4) clearing or maintaining the Wet Meadow area under 3.10; (4) the installation of additional septic system components under Paragraph 3.11; (5) the installation of walking trails, under Paragraph 3.12; (6) the installation of fencing along the northern and western Property boundaries under Paragraph 3.15, and (7) the construction of a fire pond and hydrant under Paragraph 3.19.
 - 4.5(a) Discretionary Consent for Other Activities. If, owing to unforeseen or changed circumstances, any of the activities prohibited under Paragraph 2 are deemed desirable by Grantor and Grantee, Grantor may request Grantee's consent therefore.

4.5(b) Request for Consent. When Grantee's consent is required under Paragraph 4.5 or 4.5(a), Grantor shall request such consent in writing and shall include therewith information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. Grantee's consent shall not be unreasonably withheld, so long as the proposed activity is not inconsistent with the purpose of this Restriction and does not have a material adverse effect on the Conservation Values of the Protected Property. In no event may Grantee approve of the construction of any residences on the Protected Property. When Grantee's consent is required, Grantee shall grant or withhold its consent in writing within sixty (60) days of receipt of Grantor's written request therefore. In the case of withholding of consent, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of consent, and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to respond in writing within such sixty (60) days shall be deemed to constitute written approval by Grantee of any request submitted for consent that is not contrary to the express restrictions hereof. Not less than sixty (60) days prior to the commencement of any use or activity approved under this Paragraph 4.5, Grantor agrees to notify Grantee in writing of the intention to exercise such right. The notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to monitor such activity. At Grantee's sole discretion, Grantee may permit commencement of the activity less than sixty (60) days after receiving Grantor's written notice.

4.5(c) Breach. Failure to secure such consent or give such notice as may be required by this Paragraph 4.5 shall be a material breach of this Restriction notwithstanding any other provision of this Restriction and shall entitle Grantee to such rights or remedies as may be available hereunder.

5. Access. Nothing contained in this Restriction shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Restriction, except that public walking trails may be created upon mutual agreement by Grantor and Grantee.

6. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor. Grantor shall hold harmless, defend and indemnify Grantee and its members, directors, officers, employees, agents, and contractors, and the heirs, successors and assigns of each of them (collectively "Indemnified Parties") from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified herein and in Paragraph 7; and (3) the existence or administration of this Restriction.

7. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property.

8. Titles. The Grantor covenants and represents that the Grantor is the owner and is seized of the Protected Property in fee simple and has good right to grant and convey this Restriction; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Restriction, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Restriction.

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

10. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Restriction, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violations and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Restriction Documentation Report shall be deemed to provide objective information concerning the Protected Property's conditions on the effective date of this Restriction. Failure by the Grantor to cause discontinuance, abatement of such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Restriction; to require the restoration of the Protected Property to the conditions that existed prior to any claimed violation; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages when recovered may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Restriction, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such court.

- 10.1 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.
 - 10.2 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Restriction by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Restriction.
 - 10.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of trespassers. In the event of violations of this Restriction caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.
11. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days in advance.
12. Merger. The Grantor and Grantee agree that the terms of this Restriction shall survive any merger of the fee and Restriction interest in the Protected Property.
13. Assignment. The parties hereto recognize and agree that the benefits of this Restriction are in gross and only assignable if (1) the organization receiving the Restriction will be a qualified organization as that term is defined in Section 170(h)(3) of the Code, which is organized and operates primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and (2) the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this contribution was originally intended to advance.

14. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Restriction to the Grantee, this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Restriction as of the date of the conveyance that is at least equal to the proportionate value that this Restriction at the time of the conveyance bears the fair market value of the Protected Property as a whole at the time. That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Restriction and the Grantee shall convey whatever remaining interest it has in the Protected Property back to the Grantor. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth under Section 170(h) of the Code.

15. Limitations on Amendment. If circumstances arise under which an amendment or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Connecticut. Any such amendment shall be consistent with the purpose of this Restriction, shall not affect its perpetual duration, shall not permit any residences on the Protected Property, shall not permit any impairment of the significant conservation values of the Protected Property, shall, prior to execution, be approved by the Wetlands Commission. Any such amendment shall be filed in the Land Records of the Town of Washington, Connecticut. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

16. General and Miscellaneous Provisions.

- 16.1 General. The interpretation and performance of this Restriction shall be governed by the laws of the State of Connecticut. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. The obligations imposed by this Restriction upon Grantor shall be joint and several. Any uncertainty in the interpretation of this Restriction shall be resolved in favor of conserving and protecting the Conservation Values.
- 16.2 Severability. If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Restriction shall not be affected thereby.
- 16.3 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include the Town of Washington and its successors and assigns.

- 16.4 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
- 16.5 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Restriction and shall have no effect upon construction or interpretation.
- 16.6 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 16.7 Notices. Any notices required in this Restriction shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:
- Grantor: MYFIELD LLC
P.O. Box 1237
Washington, CT 06793
- Grantee: TOWN OF WASHINGTON
P. O. Box 383
Washington Depot, CT 06794
- 16.8 Effective Date and Recordation. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this DEED OF CONSERVATION RESTRICTION is recorded in the Washington, Connecticut, land records after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights under this Conservation Restriction. .

TO HAVE AND TO HOLD the said Restriction unto the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

[Signature] 10/26/06
MYFIELD LLC DATE
By Joseph Gitterman III, Member

WITNESS [Signature]
WITNESS [Signature]
WITNESS [Signature]

On this 26 day of Oct, 2006, before me personally appeared JOSEPH GITTERMAN III to me personally known, who, being by me duly sworn did say that he is a member of the limited liability company named as the Grantor in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

[Signature]
Notary Public
My Commission Expires:

NANCY W. FYFIELD
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2009

[Signature] 10/26/06
MYFIELD LLC DATE
By Winston Fowlkes III, Member

WITNESS [Signature]
WITNESS [Signature]
WITNESS [Signature]

On this 26 day of Oct, 2006, before me personally appeared WINSTON FOWLKES III to me personally known, who, being by me duly sworn did say that he is a member of the limited liability company named as the Grantor in the foregoing instrument; and acknowledged said instrument to be his free act and deed.

[Signature]
Notary Public
My Commission Expires:

NANCY W. FYFIELD
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2009

[Signature] 10/26/06
TOWN OF WASHINGTON DATE

WITNESS [Signature]
WITNESS [Signature]
WITNESS [Signature]

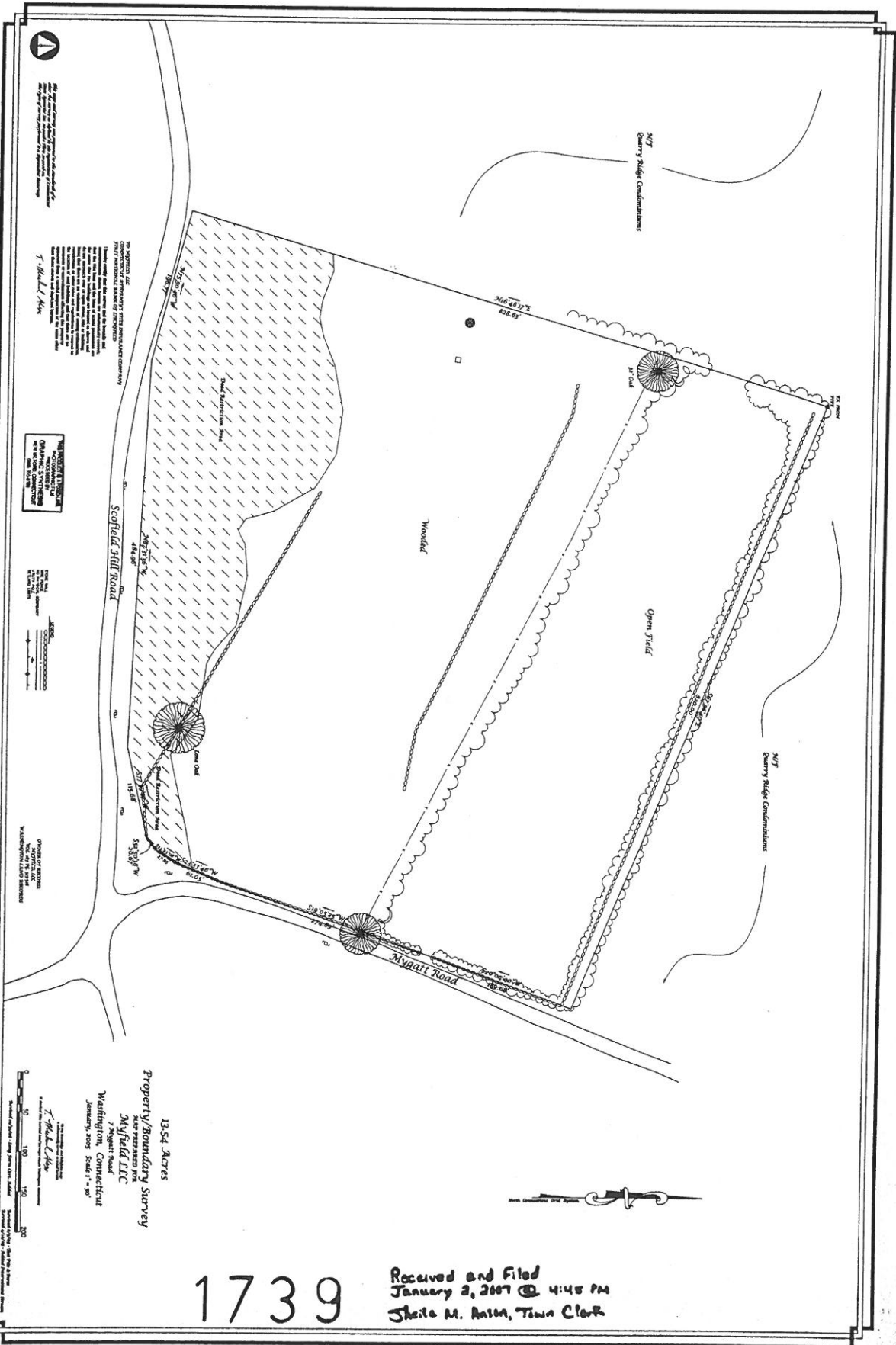
On this 26 day of Oct, 2006, before me personally appeared Susan F. Payne to me personally known, who, being by me duly sworn did say that s/he is an authorized representative of the municipality named as Grantee in the foregoing instrument; and acknowledged said instrument to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires:

NANCY W. FYFIELD
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2009

RECEIVED FOR RECORD
10/26/06 AT 2:16 PM
AND RECORDED BY
TOWN CLERK

[Signature]



THE PROPOSED BOUNDARY SURVEY IS BASED UPON THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYOR, JAMES M. WILSON, AND HIS FIELD NOTES, AND IS SUBJECT TO THE REVISIONS AND CORRECTIONS MADE BY HIM IN HIS FIELD NOTES AND RECORDS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE QUARRY RIDGE CONTAMINANTS AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS THAT WOULD AFFECT THE ACCURACY OF THIS SURVEY.

THE PROPOSED BOUNDARY SURVEY IS BASED UPON THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYOR, JAMES M. WILSON, AND HIS FIELD NOTES, AND IS SUBJECT TO THE REVISIONS AND CORRECTIONS MADE BY HIM IN HIS FIELD NOTES AND RECORDS.

THE PROPOSED BOUNDARY SURVEY IS BASED UPON THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYOR, JAMES M. WILSON, AND HIS FIELD NOTES, AND IS SUBJECT TO THE REVISIONS AND CORRECTIONS MADE BY HIM IN HIS FIELD NOTES AND RECORDS.

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13.54 Acres
 Property/Boundary Survey
 FOR
 Myfield LLC
 Myfield Road
 Washington, Connecticut
 January 2005 Scale 1" = 30'

THE PROPOSED BOUNDARY SURVEY IS BASED UPON THE RECORDS OF THE REGISTERED PROFESSIONAL SURVEYOR, JAMES M. WILSON, AND HIS FIELD NOTES, AND IS SUBJECT TO THE REVISIONS AND CORRECTIONS MADE BY HIM IN HIS FIELD NOTES AND RECORDS.

1739

Received and Filed
 January 2, 2007 @ 4:45 PM
 Sheila M. Anton, Town Clerk

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Notes:

1. This survey and map has been prepared in accordance with Sections 20-300b-1 thru 20-300b-20 of the Regulations Of Connecticut State Agencies. It is a Property/Boundary Survey based on a Dependent Resurvey and conforms to a Horizontal Accuracy Class A-2 and a Vertical Accuracy Class T-2.

2. Total Area = 13.54 ± Acres

3. Refer to maps prepared by George P. Burnham, Donald Duffy, T. Michael Alex

4. Wetland Limits Located in Field were designated by Nutmeg Soil Services

5. Certain improvements which may be built by Declarant as part of its Special Declarant Rights, in addition to buildings and improvements shown, may include road and parking areas, pavement and curbs, street lighting, retaining walls, drainage systems, grading, landscaping plants, shrubs and trees, fences, greenhouses, signs, pipes, ducts, cables, utility ways, infrastructure and accessory or related structures and fixtures and improvements which are required by appropriate governmental authorities or utility companies or which the community in the discretion of the Declarant. The improvements "need not be built" in any particular order or at any particular location in the property and will have dimensions consistent with their purposes.

6. Except as noted, improvements within areas designated as "Property Not Subject To Development Rights" must be built and are subject to Special Declarant Rights reserved in the Declaration.




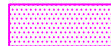
7. In areas designated "Development Rights Reserved In The Area", development rights to all units and Limited Common Elements are reserved in these areas. Unit and Building locations, dimension and shapes are approximate and may vary in accordance with Declarant or Site requirements (or at Declarant's option.)

8. Locations and dimensions of existing Buildings are field located. Location of Proposed Buildings and improvements are shown to scale, taken from plan entitled "Proposed Site Development Plan Prepared For Myfield LLC dated 5-14-13 and revised 5-14-13 by William Wooster Architect.

9. As-Built building locations are shown to the foundation corners.

10. Refer to Vol. 199 Pg. 864 Washington Land Records for C.L.&P. Easement.

11. Refer to Vol. 195 Pg. 804-817 for Conservation Easement to the Town Of Washington

- LCE Drive (Declared) 
- LCE Grass & Plantings (Declared) 
- Roadway Common Element 
- LCE 

N/F Quarry Ridge Condominiums

Development Rights Reserved All unbuilt Units & Garages Need not Be Built

Development Rights Reserved All unbuilt Units & Garages Need not Be Built

Development Rights reserved in this area

Conservation Easement Area

Deed Restriction Area

Deed Restriction Area

To: Myfield Lane
Connecticut Attorney's Title Insurance Company
I, Here By Certify, To The Best Knowledge And Belief:
1. That this survey contains all the information required by Section 47-200 et seq. of the Connecticut General Statutes
2. That this certificate is made pursuant to the provisions of Section 47-200 et seq. of the Connecticut General Statutes
3. Pursuant to Section 47-200 et seq. of the Connecticut General Statutes I hereby Certify that I do not have any legal or equitable ownership interest in the Planned Community known as Myfield Lane, A Planned Community as created by that certain document entitled "Declaration Of MyField Lane" and on file in the Washington Land Records.
4. The plans contain all information required to be shown by Section 47-228 of the Connecticut General Statutes that in not otherwise shown on the survey Schedule A-4

T. Michael Alex L.L.S. # 15462

3-30-21	Declaration Unit 4
10-26-18	Aquarium Water Line & ROW
10-14-16	Declaration Unit 7
12-10-14	Declaration Unit 1
4-28-14	Declaration Units 5 & 6
12-19-13	Declaration Unit 9
Revisions	

LEGEND
STONE WALL
WIRE FENCE
NO PHYSICAL BOUNDARY
UTILITY POLE

Original Ink Drawing
HP 800
From The Office Of
T. Michael Alex

Property/Boundary Survey

SPACE DELINEATION PLAN

Prepared For

Myfield Lane

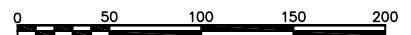
(A Planned Community)

7 Mygatt Road
Washington, Connecticut

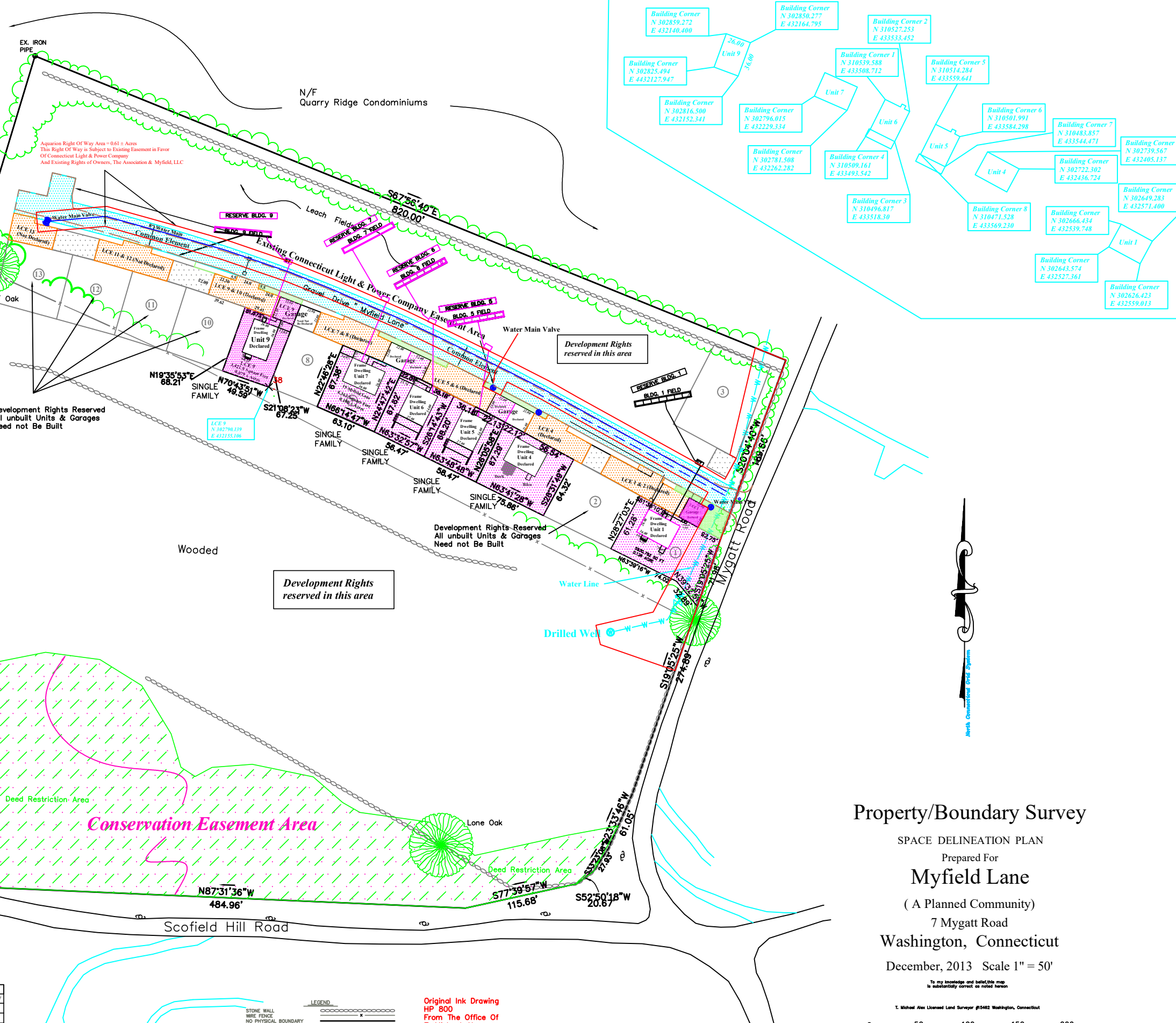
December, 2013 Scale 1" = 50'

To my knowledge and belief, this map is substantially correct as related herein.

T. Michael Alex Licensed Land Surveyor #15462 Washington, Connecticut



North Conventional Grid System



Construction sequencing of Myfield Lane

Housatonic Habitat for Humanity plans to build out the remaining 7 building lots over the next five years between 6/2021 and 6/2026.

The build sequence of the respective lots is currently planned as follows:

Lot Number	Build number
13	1
12	2
11	3
10	4
8	5
3	6 (note: landscaping to be installed along Mygatt Rd for screening)
2	7

Key construction steps – to be followed for EACH home

1. Properly install construction/silt fencing installed prior to any construction
2. Excavation of for foundation, prompt removal (offsite) of any materials from excavation not needed to backfill foundation.
3. Install foundation.
4. Install required drainage around foundation
5. Backfill foundation
6. Frame, window, door, side and roof the home to create a near finished exterior.
7. Commence and complete interior including insulation, walls, flooring, electric, plumbing and HVAC.
8. Excavate and connect to existing septic system, electric, water, cable. Install gravel driveway leading from existing private road to the one car garage.
9. Final grading and planting of lawn

Note: any heavy equipment required for excavation will only be on site to open and close the foundation (steps 2 and 5) and to connect utilities and final grading (steps 8 and 9)

The job site will be kept orderly at the end of each work day making proper use of dumpsters to dispose of any unneeded materials.