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Town of Tolland Conservation Commission Property Management Plan C. W. Luce Conservation Area, Charter Road

Background – The Tolland Conservation Commission is responsible for overseeing properties purchased by the Town of Tolland for conservation purposes and to prepare a management plan for each property. The management plans are based upon the environmental characteristics and outline the opportunities for public use. Each plan includes a property description, an analysis of the unique characteristics and acceptable uses of the property, and a management program. The management program outlines the property management and improvement needs; the individuals and organizations to manage the property; and resource capabilities and protection needs related to the site. Each management plan is developed under the Commission's management planning process.

I. PROPERTY DESCRIPTION, RESOURCES, POTENTIAL, AND PROBLEMS

Property Description - The C. W. Luce Conservation Area is an 83.3 acre woodland property purchased in 2011 by the Town of Tolland with assistance of a grant from the State of Connecticut Open Space and Watershed Land Acquisition program administered by the Connecticut Department of Energy and Environmental Protection, formerly Department of Environmental Protection (DEEP). It is located on the westerly side of Charter Road and the south easterly side of Old Stafford Road with access on Susan Drive and is about a mile north of the center of Tolland. The property abuts the State-owned 240 acre Charter Marsh Wildlife Sanctuary and is a critical component of the greenway consisting of State and Town property in northeastern Tolland. It has over 2,000 feet of frontage on Charter Road. Across the road, there is 750 feet of Charter Marsh frontage. An additional 1,100 feet of frontage on Charter Road is shared with another parcel of open space land purchased by the Town of Tolland. The greenway continues west across Old Stafford Road onto a 24 acre open space parcel.





The property consists of a hardwood forest mixed with white pine and includes a wooded swamp, wetlands, brooks, and an area of outcrop ledges. Charter Brook, a tributary to the Skungamaug River, runs through the property. The property supports forestry, fishing, and wildlife habitat. The red-bellied woodpecker, coyotes, bobcats, fishers, and deer have been seen on the property.

Potential Uses – In accordance with the DEEP grant conditions, uses of the property must be passive recreation which includes hiking, maintaining habitats for small animals and game, and studying existing habitats and wildlife. Accepted uses include:

- Hiking.
- Snowshoeing and cross-country skiing.
- Dog Walking (town ordinance requires dogs to be on a leash).
- Bird Watching.

Use Restrictions - With the transfer of the property to the Town, there are a number of inherent rights and restrictions under the State of Connecticut conservation easement. The conservation easement requires that the property be used in perpetuity for passive recreation.

Use Restrictions and Visitor Responsibilities – Visitors are reminded to use the property in a manner consistent with land use guidelines and protecting open space resources. The following guidelines are the standards for use and are supported by signage on the property:

- Town Ordinance requires dogs to be on a leash.
- Leave no trace.
- No motorized vehicles.
- No horseback riding or mountain biking.
- Visitors should stay on marked trail.
- Do not disturb vegetation or wildlife.
- No setting of fires.
- No hunting or firearms allowed on the property.
- No littering. Carry out what you carry in.
- Respect the rights of other visitors.
- Observe day use restriction. Area closes at sunset. Night use is by permit only.
- Notify the Conservation Commission of organized group activities.

II. OPEN SPACE MANAGEMENT PLAN

Management objectives – The principal objectives are to conserve the property and protect wildlife habitat while providing access and passive recreational opportunities for the general public. While the Conservation Commission acting as an agent of the Tolland Town Council is ultimately responsible for property management, implementation of a management program is a shared responsibility with the Tolland Conservation Corps, property steward, and a variety of Town agencies and resources in accordance with the Management Process.

Specific objectives for this parcel include:

- Follow best property management processes.
- Preserve the woodland areas.
- Maintain a trail system.
- Complete a natural resource inventory.

 Pursue educational, documentation, and protection opportunities for habitat, wildlife, and unique features.

Although it is not the intention of the Conservation Commission to manage this property for timber production with periodic commercial harvests, it may be necessary, from time to time, to carry out certain sylviculture practices to maintain the health of the forest or to maintain the property in a particular stage of succession in order to encourage a particular habitat. The Commission will consult with professional forest managers to insure that the appropriate practices are implemented.

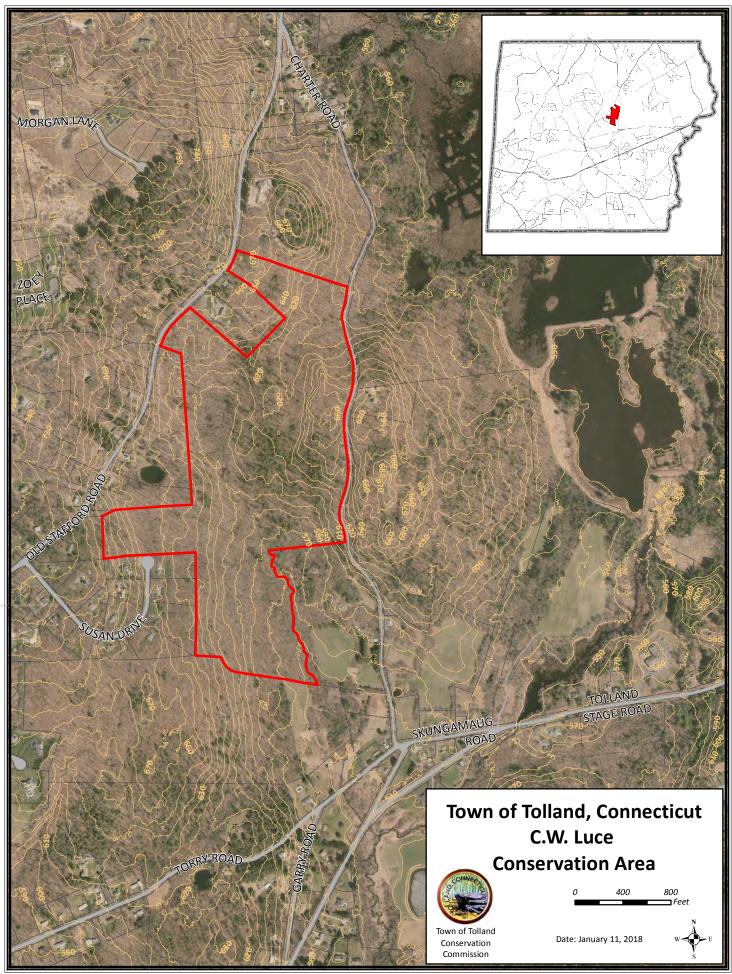
Management Plan and Program – Tasks required to assure that management objectives are achieved shall be overseen by the Conservation Commission and implemented by the head steward and the property steward. Tasks include:

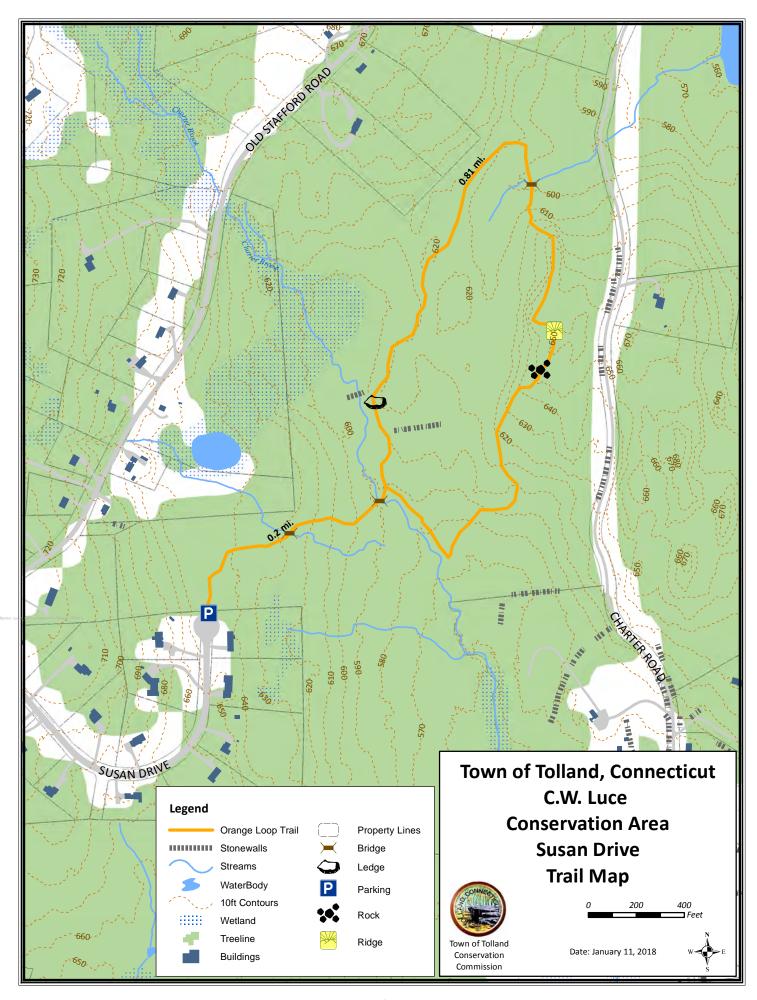
- Maintain the trail system.
- Maintain signs (permitted and non permitted uses).
- Maintain trail maps and map containers.
- Perform litter patrol as needed.
- Install and maintain property boundary markings.
- Protect the critical vegetation and habitat.
- When Property Stewards require resources to accomplish required tasks, and such resources are not available, the Head Steward shall request the necessary resources from the Commission.
- Obtain Commission approval of projects outside of defined tasks.
- Conduct a natural resource inventory.

Property Stewards - The stewards of the property are Jim and Patricia Doyle.

To be attached as developed:

- Property evaluation criteria/form for reporting.
- Natural resource inventory.





Appendix B

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Constituent Affairs/Land Management Department of Energy & Environmental Protection 79 Elm Street Hartford, CT 06106-5127

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PAGE	

CONSERVATION AND PUBLIC RECREATION EASEMENT AND AGREEMENT

TOWN OF TOLLAND

LUCE PROPERTY

OSWA-399

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

WHEREAS, The Town of Tolland holds title to 89.22 acres of real property located in the territorial limit of the Town of Tolland which will be subject to the terms and conditions of this agreement, formerly of the Charles W. Luce Trust, Tolland, Connecticut.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to water related passive recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Tolland is consistent with the DEEP's conservation and preservation interests, and the Town of Tolland has a shared interest with DEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through the Commissioner of Energy & Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Tolland;

WHEREAS, the Town of Tolland and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Tolland;

NOW, THEREFORE, the TOWN OF TOLLAND a municipal corporation having its territorial limits within the County of Tolland in the State of Connecticut, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Tolland, County of Tolland, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. <u>Purpose</u>. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

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- 2. <u>Development Rights and Restrictions</u>. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:
 - a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.
 - b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.
 - c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:
 - 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times:
 - 2) The right to grant access to the site for research;

4 . 22 .

3) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

- 3. <u>Provision of Public Recreation</u>. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.
- 4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.
- 5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

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.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized but in no event obligated to make or advance any payment of taxes,

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upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. <u>Subdivision Limitation and Subsequent Transfers</u>. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

- a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.
- b) If any provision(s) of this Conservation and Public Recreation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation and Public Recreation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
- c) Any uncertainty in the interpretation of this Conservation and Public Recreation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.
- d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

- a) This Conservation and Public Recreation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation and Public Recreation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation and Public Recreation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.
- b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation and Public Recreation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.
- c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation and Public Recreation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.
- d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation and Public Recreation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.
- e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

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10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Energy & Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the Town Clerk Town of Tolland 21 Tolland Green Tolland, CT 06084

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation and Public Recreation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation and Public Recreation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

REMAINDER OF PAGE IS BLANK.

BK: 1231 PG: INST: 00001997 IN WITNESS WHEREOF, the parties hereto have set their hands and seals. TOWN OF TOLLAND WITNESSES Signature Steven R. Werbner **Town Manager Duly Authorized** STATE OF CONNECTICUT SS. TOWN OF TOLLAND COUNTY OF TOLLAND The foregoing instrument was acknowledged before me this $\underline{\mathcal{M}}$ day of Town Manager, Town of Tolland in the State of Connecticut. Commissioner of th Notary Public My Commission Expires 5/3/ STATE OF CONNECTICUT The foregoing Conservation Easement is accepted this 5th day of August 2011, by Daniel C. Esty, Commissioner, Department of Energy & Environmental Protection, Pursuant to Connecticut General Statute 7-131d(e). WITNESSES Commissioner Director , Planette , Page Developer Department of Energy & Environmental Protection Name DENNU SCHAN STATE OF CONNECTICUT SS. CITY OF HARTFORD COUNTY OF HARTFORD , 2011, by Daniel C. Esty The foregoing instrument was acknowledged before me this 5th day of dugust Commissioner, Department of Energy & Environmental Protection, State of Connecticut for the State of Connecticut. Commissioner of the Superior Court Notary Public Hulinda M. Deck My Commission Expires

STATUTORY AUTHORITY

Connecticut General Statutes

Section 7-131d(e)

Attorney

APPROVED AS TO FORM George Jepsey

By: Joseph Rubin Associate Attorney General Date

BK: 1231 PG: 230 SCHEDULE A 230

The land upon which The Town of Tolland is placing a permanent Conservation Easement is described further by means of the following property description.

A certain piece of parcel of land shown on a map entitled "BOUNDARY SURVEY PREPARED FOR THE TOWN OF TOLLAND. LAND OF THE CHARLES W. LUCE TRUST, OLD STAFFORD AND CHARTER ROAD, TOLLAND, CONNECTICUT" certified substantially correct by Kenneth R. Peterson L.S. 10839 of GARDNER & PETERSON ASSOCIATES, LLC, 178 HARTFORD TURNPIKE, TOLLAND, CONNECTICUT, PROFESSIONAL ENGINEERS LAND SURVEYORS, BY B.D.C., SCALE 1"=100", DATE DECEMBER 9, 2010, SHEET 1 AND 2 OF 2, MAP NO. 9943-TWN REVISIONS 3-22-2011 3-23-2011 (CERTIFICATION)". Said map is recorded in the Town Clerk's office in the Town of Tolland as map Volume 43, Page 16 & 17, being further bounded and described as follows:

Beginning at an iron pin in the westerly line of Charter Road, at the end of a stonewall, marking the northeast corner of the premises herein described and the southeast corner of land N/F of the Town of Tolland, then proceeding along the westerly line of Charter Road for the next sixteen courses, the first course \$23°30'18"W a distance of 130.77' to a point, then proceeding \$29°12'56"W a distance of 88.71' to an iron pin, then proceeding along the arc of a curve to the left having a radius of 1,50,00° a distance of 74.61' to an iron pin, then proceeding \$00°42'56"W a distance of 179.42' to a point, then proceeding along the arc of a curve to the left having a radius of 600.00' a distance of 64.61' to an iron pin, then proceeding along the arc of a curve to the right having a radius of 600.00' a distance of 385.68' to an iron pin, then proceeding \$31°22'34"W a distance of 128.09" to an iron pin, then proceeding along the arc of a curve to the left having a radius of 310,00' a distance of 104,28' to an iron pin, then proceeding \$12°06'10"W a distance of 67.53' to a point, then along the arc of a curve to the left having a radius of 500.00' a distance of 51.29' to a point, then proceeding \$06°13'33"W a distance of 176.94' to an iron pin, then proceeding along the arc of a curve to the right having a radius of 650.00' a distance of 279.07' to an iron pin, then proceeding \$30°49'32"W a distance of 121.22' to an iron pin, then proceeding along the arc of a curve to the left having a radius of 250.00' a distance of 183.52' to an iron pin, then proceeding along the arc of a curve to the right having a radius of 275.00' a distance of 101.33' to a point, then proceeding S09°52'41"Wa distance of 34.20' to an iron pin at the westerly side of a stone wall on the west side of Charter Road, the southeasterly corner of the premises herein described and the northeast corner of land N/F Donna Luce Gottier. Thence turning westerly and proceeding along land of said Gottier the following three courses, the first course N82°05'58"W a distance of 615.00" to an iron pin, then running along said course ±24' to the center line of Charter Brook then turning southerly and running along the center line of Charter Brook ±1380' to a point where Charter Brook is crossed by a stonewall, said point being the southeasterly corner of the herein described premises, the southwesterly corner of said Donna Luce Gottier and a point along the northerly boundary of land N/F Bruce A. Bodnar. Thence turning and proceeding in a northwesterly direction along the northerly boundary of said Bodnar for the next thirteen courses. The first course N68°22'02"W along said stonewall a distance of ±19.00" to an iron pin, then continuing along said stonewall N68°22'02"W a distance of 115.00' to a point, then continuing along said stonewall N59°28'06"W a distance of 18.00' to an iron pin at the end of the stonewall, then running N65°29'30"W a distance of 145.00' to a point, then running N71°27'20"W a distance of 95.00' to an iron pin, then running N67°22'24"W a distance of 317.00' to an iron pin, then running N59°15'38"W a distance of 45.00' to a point, then running N34°11'40"W a distance of 54.00' to an iron pin, then running N25°01'17"W a distance of 40.00' to a point, then running N08°26'41"W a distance of 47.00' to an iron pin, then running N68°12'49"W a distance of 40.00' to a point then running N74°11'46"W a distance of 105.00' to an iron pin, then running N72°35'49"W a distance of 75.00' to an iron pipe, said point marking the southwest corner of the herein described premises and the southeast corner of land N/F of Catherine & Freddie Lebron. Then turning in a northerly direction and running along land of said Lebron N15°47'09"E a distance of 325.91' to an iron pipe, then running N12°59'02"E a distance of 533.90' to an iron pipe along land N/F of said Lebron, land N/F of CIL Realty Inc. and land N/F of Jerome J. & Susan M. Markland, in part by each, which point marks the northeast corner of land of said Markland. Then turning and proceeding N78°52'02"W along land N/F of said Markland, along the northerly terminus of Susan Drive and along land N/F of David L. & Samantha A. Boland, in part by each, a distance of 555.20'to an iron pipe, then running N83°08'24"W along land of said Boland a distance of 215.00' to an iron pipe, said point being the northwest corner of said Boland and the southeast corner of land N/F of Ramond (sic) W. Luce. Then turning and running N11°43'26"E along land of said Luce a distance of 354.40' to an iron pin at the northeast corner of said Luce and the southeast corner of land of Charles W. Luce Trust to be conveyed to an abutting property owner, then turning and running along said land N/F of Charles W. Luce Trust to be conveyed to an abutting property owner N77°30'45"E a distance of 122.62' to an iron pipe at the northeast corner of said land of Charles W. Luce Trust to be conveyed to an abutting property owner and a point along the southerly boundary of land N/F Colette W. Jezek. Then turning and running along land of said Jezek the following three courses, the first course \$80°00'45"E a distance of 409.01' to an iron pipe, then \$80°08' 55" E a distance of 235.28' to the base of a hickory tree, then turning and running N10°35'35"E a distance of 128.15' to an iron pipe, which point marks the

Then turning and running along land of said Jezek the following three courses, the first course \$80°00'45"E a distance of 409.01' to an iron pipe, then \$80°08'55"E a distance of 235.28' to the base of a hickory tree, then turning and running N10°35'35"E a distance of 128.15' to an iron pipe, which point marks the northeast corner of land N/F of said Jezek, and the southeast corner of additional land N/F of Colette W. Jezek, then running N09°51'18"E a distance of 1127.88' to an iron pipe, then turning and continuing along land of said Jezek N55°50'28"W a distance of 185.42' to an iron pine, then turning and continuing along land of said Jezek N55°50'28"W a distance of 185.42' to an iron pin set in the apparent easterly line of Old Stafford Road. Then turning in a northeasterly direction the next two courses run in the easterly line of Old Stafford Road, the first course along the arc of a curve to the right having a radius of 560.00' a distance of 270.99' to an iron pin, then continuing along Old Stafford Road N60°28'45"E a distance of 139.43' to an iron pipe at the northwesterly corner of land N/F of Charles J. & Judith Luce, then turning and running along land of said Charles J. & Judith Luce S34°53'57"E a distance of 630.00' to an iron pipe, and the

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southerly corner of said Charles J & Judith Luce, then turning and running N58°29'42"E along land N/F of said Charles J & Judith Luce and land N/F of Edith A. Luce, in part by each, a distance of 454.69' to an iron pin at the easterly corner of said Edith A. Luce. Then turning and running N32°20'54"W along land of said Edith A. Luce a distance of 412.73' to an iron pin set at a fence post, then continuing along land of said Edith A. Luce N44°34'15"W a distance of 213.66' to a point in the easterly line of Old Stafford Road marked by an iron pin. Then turning and running along the easterly line of Old Stafford Road along the arc of a curve to the left with a radius of 460.00' a distance of 184.71' to an iron pin. Then turning and running for the next four courses along land N/F of the Town of Tolland, the first course S59°11'25"E a distance of 283.91' to an iron pin, then S56°53'01"E a distance of 278.15' to an iron pin, then S57°39'18"E a distance of 258.65' to an iron pin at the end of a stonewall, then proceeding along the stonewall S58°40'39"E a distance of 152.00' to the end of said wall in the apparent westerly line of Charter Road marked by an iron pin, said point being the point and place of beginning.

Said premises contain 89.22 acres.

Said premises are subject to:

 Caveat in favor of the Town of Tolland regarding a water main recorded October 27, 1984 in Volume 499 at Page 252 of the Tolland Land Records.

> RECEIVED FOR RECORD Aug 22,2011 01:38:26P MARGARET DEVITO TOWN CLERK TOLLAND, CT