

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on July 6, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Norwich Commission on the City Plan on May 19, 2020 voted to approve the request and application of PPFR LLC for a two (2) lot Re-subdivision (SUB#431) on a parcel that includes the existing dwelling identified as 612 West Thames Street, assessor's map 129, block 1, lot 24, subject to certain terms and conditions; and

WHEREAS, this application required the Commission on the City Plan to approve the Coastal Site Plan for SUB#431 under proceedings identified as CAM#20-01 which approval the Commission on the City Plan granted after determining that the coastal resources would not be impacted relative to this Re-subdivision and that any future development beyond that of a single-family dwelling would require referral again to the DEEP for Coastal Area Management review; and

WHEREAS, the approvals under SUB#431 and CAM#20-01 were made subject to a number of conditions including a condition

“that the final plan be revised to include a Conservation Easement to protect the steep slope towards the bottoms of the parcel, generally around the ledge area and along the 110' contour line from West to East between the angle points of the parcel. The Conservation Easement must be acceptable to City Staff prior to the filing of mylars.”; and

WHEREAS, PPFR LLC proposes to grant a Conservation Easement to the City of Norwich as required pursuant to an agreement substantially in the form of the Conservation Easement Agreement attached hereto as Exhibit “A”, provided such Agreement remains acceptable to City Staff.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into said Conservation Agreement on behalf of the City of Norwich and to accept and cause to be recorded a fully executed copy of the Conservation Easement Agreement together with such other documents are necessary in connection with this grant of a Conservation Easement.

Record and Return to:
Deanna Rhodes
Director of Planning & Neighborhood Services
City of Norwich
23 Union Street
Norwich, CT 06360

CONSERVATION EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between PFFR, LLC of the Town of Uncasville, County of New London, and State of Connecticut, hereinafter collectively called "GRANTOR(S)", and the **CITY OF NORWICH**, a municipal corporation having its territorial limits within the County of New London, and State of Connecticut, hereinafter called "GRANTEE or CITY";

WITNESSETH

WHEREAS, the Grantor(s) is/are the owner of real property, hereinafter described, situated in the City of Norwich, County of New London, and State of Connecticut, which Grantee, acting through its City Council, has determined would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by Grantee of a conservation easement over, across, and upon the said property of Grantor; and

WHEREAS, the Grantor is willing, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, thereby providing for its maintenance and conservation.

NOW THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, the right, privilege and authority as a Conservation Easement Agreement perpetually to preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition. All covenants contained herein are deemed to run with the land.

Said premises subject to this Conservation Easement Agreement, hereinafter called the "CONSERVATION EASEMENT AREA" is more particularly described on Schedule A attached hereto.

The grant of this easement does not in any way grant to the general public the right to enter upon said CONSERVATION EASEMENT AREA for any purpose. Nor does this grant of easement obligate the Grantee to maintain or improve the CONSERVATION EASEMENT AREA.

COVENANTS

Grantor covenants and agrees to prohibit and refrain from the following activities under, over, or upon the CONSERVATION EASEMENT AREA:

1. No buildings, camping accommodations, play equipment or vehicles of any type, or mobile homes shall be placed or erected in the CONSERVATION EASEMENT AREA. Fences are prohibited unless approved through EXCEPTIONS procedure, as described below.
2. No signs, billboards or other such advertising materials or structures of any kind or nature will be placed or erected upon, below or above the CONSERVATION EASEMENT AREA.
3. The topography of the landscape of the CONSERVATION EASEMENT AREA shall be maintained in its present condition, and no topographic changes shall be made. Topographic changes shall include, without exclusion, cutting of trees (except as may be required by good tree husbandry and maintenance after receiving written approval of the Grantee), filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rocks, or minerals, alteration of natural or existing watercourses or drainage, or the construction and installation of roads, driveways or utilities.
4. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning or disturbance or change in the natural habitat of the CONSERVATION EASEMENT AREA.
5. There shall be no manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses or activities in the CONSERVATION EASEMENT AREA be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
6. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles or any other type of motorized vehicle in the CONSERVATION EASEMENT AREA.
7. There shall be no dumping, no filling or placing of trash, ashes, leaves, waste, rubbish, garbage or junk in the CONSERVATION EASEMENT AREA. In the event that such materials are placed in the CONSERVATION EASEMENT AREA, the Grantor, upon notice from the Grantee, will remove said materials within 30 days of such notice.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances in the CONSERVATION EASEMENT AREA.

The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to ensure compliance with said covenants and/or the purposes for which this Conservation Easement was granted. It is

the responsibility of the property owner to be fully aware of all the conditions contained in the Conservation Easement Agreement as expressed herein. The City of Norwich will vigorously enforce the conditions established herein.

EXCEPTIONS

The Grantor, only with the written consent of the Grantee, acting by, through or at the direction of the City Manager, may enter upon the CONSERVATION EASEMENT AREA to conduct the following activities:

1. Removal of debris, dead trees or brush for the purpose of promoting safety;
2. Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality, or restoration of natural balance including the removal of exotic species;
3. Planting of trees, shrubs or other vegetation for the purpose of enhancing wildlife or aesthetic quality.
4. Install and maintain City-approved fencing.

Grantee's approval for excepted activities may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this Conservation Easement Agreement. Consideration shall be given to the manner in which such activity is to be undertaken to ensure there is no detrimental impact to the natural character of the land. In addition, the wildlife value of brush and dead trees to be removed shall be considered and weighed against the purpose of the request.

The above procedure shall not abrogate the requirement to acquire any permits required by local, state or federal law.

Before commencement of any site work in or near the CONSERVATION EASEMENT AREA, the Grantor shall mark the boundaries of the CONSERVATION EASEMENT AREA with wooden stakes for installation of marker signs that will be provided by the City. Such stakes shall be located at the endpoints of the boundary and at each change of boundary direction. The endpoints of the boundary shall be permanently marked with iron rods.

ACCEPTANCE OF EASEMENT

Acceptance of this Conservation Easement Agreement by the Grantee shall be evidenced by an affirmative vote of the City of Norwich in accordance with the City's Charter.

IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENT AREA

The Grantor further covenants and agrees as follows:

1. The Grantor shall cause to be installed and maintained, boundary markers identifying the boundaries of the CONSERVATION EASEMENT AREA.
2. The Grantor hereby grants the Grantee the right to access the property for the purpose of maintaining markers identifying the boundaries of the CONSERVATION EASEMENT AREA.
3. The Grantor hereby grants the Grantee, upon reasonable notice, the right to have a representative of the City inspect the CONSERVATION EASEMENT AREA to determine if the Grantor, its successors and assigns, are complying with the covenants and purposes of this Agreement.
4. The Grantee may enforce this Agreement by proceeding in law or in equity, including but not limited to the right to require the restoration of the CONSERVATION EASEMENT AREA to the condition at the time of this Agreement. Any costs incurred by Grantee in enforcing the terms of this Agreement against any violator including without limitation, costs of suit and attorney's fees, shall be borne by the violator.

FINDING OF VIOLATION

1. If the Grantor, the Grantor's agents, invitees or licensees have violated the terms of this Easement or Agreement, the Grantor agrees, among other things, to cease and desist upon demand from any activity violating the terms of this Conservation Easement Agreement, and further agrees to restore the CONSERVATION EASEMENT AREA as closely as possible to its natural state. Such restoration shall include but is not limited to:
 - a) replanting with trees, shrubs or other appropriate vegetation acceptable to the Grantee;
 - b) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
 - c) removal of any unauthorized buildings, signs, billboards or other advertising, or other structures on or above ground;
 - d) replacement and maintenance of erosion controls;

Restoration shall be at the expense of Grantor and in accordance with plans developed by a qualified professional such as a landscape architect and/or professional engineer, and approved by the Grantee or its successor.

Grantor:

Name:

Name:

Name:

STATE OF CONNECTICUT)

)
COUNTY OF _____)

ss. _____, 20__

Personally appeared _____, signer of the foregoing instrument, and
acknowledged the same to be his or her free act and deed, before me.

Notary Public
My Commission Expires:

SCHEDULE A TO CONSERVATION EASEMENT

A certain tract or parcel of land situated in the City of Norwich, County of New London, State of Connecticut, as depicted on a plan entitled:

"Re-Subdivision Plan, Boundary and Topographic Survey Prepared for: Kiran Parekh 612 West Thames Street, Norwich, Connecticut" Issue Date: 03/04/2020 revised 03/19/2020, 04/28/2020, 05/05/2020 and City Approval 05/20/2020 Scale: 1" = 60' Project No. 2020013 Sheets 1 through 4 of 4 By CHA 33 Wilbur Cross Way, Suite 105 Mansfield, CT 06268 101 East River Drive, East Hartford, CT 06108 888-291-3227 / www.cmeengineering.com.

And being more particularly bounded and described as follows:

BEGINNING at a point the Northeasterly corner of the herein described tract and on the dividing line between the herein described tract and land now or formerly of Zhen Chang Guo and land now or formerly of Raymond E. and Sara A. Allard and thence running South 16° 24' 22" East 46.06 feet to a point, the last line abutting Easterly on said land now or formerly of Raymond E. and Sara A. Allard; thence continuing South 16° 24' 22" East 53.94 feet to a point; thence South 28° 35' 38" West 35.00 feet to a point; thence South 18° 21' 46" East 115.00 feet to a point; thence South 35° 43' 08" East 350.00 feet to a point, the last four lines running through land now or formerly of PPFR,LLC; thence South 54° 34' 09" East 124.26 feet to a point, the last line abutting Easterly on land now or formerly of PPFR,LLC; thence South 35° 25' 51" West 40.15 feet to a point, the last line running through land now or formerly of PPFR,LLC; thence North 72° 02' 24" West 45.26 feet to a point; thence North 77° 05' 24" West 20.19 feet to a point; thence North 72° 42' 24" West 29.19 feet to a point; thence North 79° 20' 08" West 14.02 feet to an iron pipe; thence North 64° 40' 19" West 27.27 feet to a point, the last five lines abutting Southwesterly on land now or formerly Davie B. Xiao and land now or formerly of Tashi Lhundup, partly on each; thence North 48° 27' 14" West 8.22 feet to a point; thence North 35° 03' 54" West 107.31 feet to a point; thence North 37° 22' 23" West 66.87 feet to a point; thence North 41° 05' 52" West 51.29 feet to a point; thence North 47° 26' 47" West 27.48 feet to a point; thence North 32° 45' 05" West 76.17 feet to a point; thence North 21° 04' 10" West 45.95 feet to a point; thence North 16° 59' 27" West 32.49 feet to a point; thence North 21° 11' 05" West 91.49 feet to a point; thence North 11° 35' 00" West 27.50 feet to a point; thence North 15° 43' 07" West 91.59 feet to a point; thence North 16° 13' 11" West 19.72 feet to a point, the last twelve lines abutting Southwesterly and Westerly on land now or formerly of Mark A. Lavalley, land now or formerly of Patrick Ray, land now or formerly of Homer D. and Donna J. Callicutt, land now or formerly of Joshua R. Bakoulis, land now or formerly of Jason Courter, land now or formerly of Michael Goldblatt and land now or formerly of Morton I. Krieger and Timothy G. Damble, partly on each; thence North 77° 07' 48" East 100.00 feet to the point of beginning, the last line abutting Northerly on said land now or formerly of Zhen Chang Guo.

EXHIBIT A

Containing 1.38 acres, more or less.

Dated at Norwich, Connecticut this 9th day of July 2020.

ATTEST: 

Betsy M. Barrett

City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on July 6, 2020, and that the same has not been amended or rescinded:

WHEREAS, the City Manager John L. Salomone has reappointed with Councils approval as a **regular member** to the Zoning Board of Appeals for a term to expire on 2/28/22 or until a successor is appointed;

Robert Phoenix (D)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich hereby acknowledges the reappointment of the above named to the Zoning Board of Appeals.

Dated at Norwich, Connecticut this 9th day of July 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on July 6, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted December 16th, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 58 Division Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as were satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of \$30,000 the property to be conveyed in "as is" condition.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into a Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of \$30,000 to Kerri Douglas of 54 Shoreview Drive, Yonkers, New York pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Kerri Douglas of 54 Shoreview Drive, Yonkers, New York or his designee for the property known as 58 Division Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 9th day of July 2020.

ATTEST:



Betsy M. Barrett
City Clerk