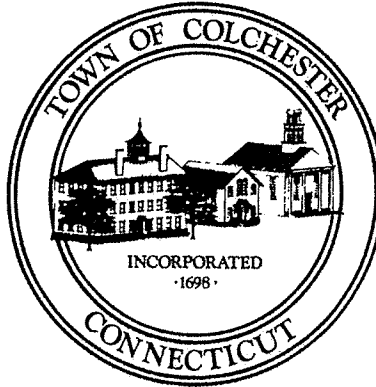


Linda M. Hodge



First Selectman

**Board of Selectmen and Board of Finance
Special Joint Meeting Minutes
Monday, October 5, 2009
Colchester Town Hall
Meeting Room 2 – 6:30 p.m.**

RECEIVED
COLCHESTER, CT
2009 OCT - 6 PM 1:15
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

BOARD OF SELECTMEN MEMBERS PRESENT: First Selectman Linda Hodge, Selectman Rosemary Coyle, Selectman Stan Soby, Selectman John Malsbenden, Selectman Greg Cordova

BOARD OF FINANCE MEMBERS PRESENT: Chairman Bruce Hayn, Ron Goldstein, Mike Ryan, Brian Smith, Ron Crabb, John Ringo

MEMBERS ABSENT:

OTHERS PRESENT: Mike Caplet, Jon Sandberg, Gregg Schuster, Katy Nally, Andy George, Glenn Morron, Adam Turner, Leslie Curtis, and other citizens

1. **Call to Order:** First Selectman L. Hodge called the Board of Selectmen to order at 6:32 p.m. Chairman B. Hayn called the Board of Finance to order at 6:32 p.m.
2. **Citizen's Comments:** None
3. **Discussion and Possible Action on McDonald Road Land Acquisition:** R. Goldstein moved to approve the conveyance of the 31-acre piece of property located on McDonald Road adjacent to the Ruby Cohen property, to the Town by way of fee simple transfer through the estate of Mary-Claire Flemming, with \$100,000.⁰⁰ to come from the land acquisition fund, \$40,000.⁰⁰ from the open space fund, with minor adjustments subject to legal council, seconded by J. Ringo. Following discussion, all Board of Finance members present voted in favor. MOTION CARRIED.

J. Malsbenden moved to approve the purchase as proposed, with \$100,000.⁰⁰ to come from the land acquisition fund, \$40,000.⁰⁰ from the open space fund, with minor adjustments subject to legal council, seconded by G. Cordova. Following discussion, all Board of Selectmen members present voted in favor. MOTION CARRIED.

S. Soby moved to forward the McDonald Road land acquisition to town meeting, for a total expenditure of \$182,250.⁰⁰, with \$100,000.⁰⁰ from the land acquisition fund, \$40,000.⁰⁰ from the open space fund, and \$42,250.⁰⁰ to come from the Colchester Land Trust, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

The Board of Selectman members agreed that the town meeting would be scheduled for October 15, 2009 at 7:30 p.m.

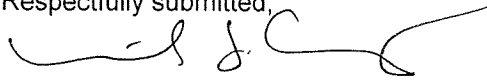
4. **Adjourn:** G. Cordova moved to adjourn the Board of Selectmen at 6:52 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED. J. Ringo moved to adjourn the Board of Finance at 6:52 p.m., seconded by R. Crabb. Unanimously approved. MOTION CARRIED.

Attachments

1. Agreement for Purchase of Property between the Colchester Land Trust and the Town of Colchester

2. Contract for Sale and Purchase of Real Estate
3. Memorandum (and enclosed supporting documents) dated 09/30/09, from Adam Turner to Linda Hodge, regarding "McDonald Road Purchase"
4. Colchester Conservation Commission Regular Meeting Motions, Wednesday, September 9, 2009
5. Letter dated 08/24/09, from Dan Donahue to Chuck Toal, regarding "Loan #09-07"
6. Fax dated 09/16/09, from Flanagan Associates, regarding "Restricted Use Appraisal Report"
7. Memorandum (and enclosed supporting documents) dated 09/17/09, from Craig Grimord to Linda Hodge, regarding "CGS 09-038 – Land purchase of 31 Acres off McDonald-Road-Estate of Mary-Claire Fleming, Assessor's Map: 03-07; Lot #003-000, R-60 Zone."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Caplet". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael J. Caplet
Executive Assistant to the First Selectman

**Agreement for Purchase of Property between the Colchester Land Trust and the
Town of Colchester**

THIS AGREEMENT made and concluded this _____

By and between **Colchester Land Trust, Inc. (Trust)** and the **TOWN OF COLCHESTER**, a municipal corporation duly existing under the laws of the State of Connecticut and having its territorial limits within said Town of Colchester, (hereinafter referred to as "Town");

W I T N E S E T H

WHEREAS; Both the Trust and the Town support the acquisition of approximately 31 acres of land on MacDonald Road (hereafter "property" as described in schedule A as attached), that would remain permanently protected for open space and passive recreational and educational use; and would supplement the Town's Cohen focus area.

WHEREAS: the Trust has made a \$5,000 payment to Maureen Howley, Executrix of the Estate of Mary Claire Fleming a/k/a Claire Fleming a/k/a M. Claire Fleming, the seller of the property (the "Seller"), in partial payment for the property.

WHEREAS; the Town has entered or will enter into a Contract for Sale and Purchase of Real Estate (the "Purchase Contract") with the Seller.

- **WHEREAS;** the Trust and the Town agree that the property will remain dedicated for open space and passive recreational and educational purposes.

NOW THEREFORE, IN CONSIDERATION of the mutual promises hereinafter contained, the parties hereby agree to the following;

1. That the Trust will, on or before (date), deliver to Town payment of \$37,250. If such amount is not paid by the Trust by such date, the Town may, in its sole discretion, either purchase the property with funds from another source or terminate the Purchase Contract on or prior to _____ and the Trust agrees that the \$5,000 payment to Seller shall be used towards the purchase

price if the Town purchases the property or shall be kept by the Seller if the Town terminates the Purchase Contract.

2. The Town upon receipt of the payment agrees that it will utilize the payment to secure purchase of the property. The payment will supplement the Town's payment of \$140,000. The total purchase price for the property is \$182,250.
3. The Trust agrees that the Town will be the sole owner and exercise sole administration and maintenance of the property. The Town agrees that the use of the property will be restricted to open space and passive recreational and educational uses as deemed appropriate by the Town.
4. The Town agrees to refund the Trust payment of \$37,250 if the Town does not complete the purchase of the Property by -----.
5. The Trust acknowledges that there are other conditions in the Purchase Contract that must be met in order for the Town to close on the property and the Town may terminate the Purchase Contract in its sole discretion if those other conditions are not met.

If any term or provision or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Signed, Sealed and Delivered
In the Presence Of:

TOWN OF COLCHESTER

By: _____
Linda Hodge
First Selectman

COLCHESTER LAND TRUST, INC.

By: _____
Lisa Hageman
President

STATE OF CONNECTICUT

ss:

September 4, 2009

COUNTY OF _____

Personally appeared, **Linda Hodge, First Selectman, Town of Colchester**, Signer of
the foregoing instrument, and acknowledged the same to be her free act and deed before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT

ss:

September 4, 2009

COUNTY OF HARTFORD

Personally appeared **Lisa Hageman, President, Colchester Land Trust, Inc.**, Signer
of the foregoing instrument, and acknowledged the same to be her free act and deed before
me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT made and concluded this 15th day of September, 2009, by and between **Maureen Howley, Executrix of the Estate of Mary Claire Fleming a/k/a Claire Fleming a/k/a M. Claire Fleming** of the Town of Bristol, County of Hartford and State of Connecticut (hereinafter collectively referred to as "Seller") and the **Town of Colchester**, a municipal corporation duly existing under the laws of the State of Connecticut and having its territorial limits within said Town of Colchester, (hereinafter referred to as "Purchaser"):

WITNESSETH

WHEREAS, Purchaser approached Seller to Purchase the premises hereinafter described for open space and active and passive recreational use; and

WHEREAS the Seller was agreeable to the concept that if the property remained open space and was used for passive recreation and educational purposes then she was willing to sell the premises to the Purchaser and willing to sell the premises at a price less than fair market value.

NOW THEREFORE, IN CONSIDERATION of the mutual promises hereinafter contained, the parties hereby agree to the following:

1. That Seller will, on or before the date set forth in Section 4 hereof, make and deliver to Purchaser a good and sufficient Fiduciary Deed, containing the usual covenants in such deed contained, free and clear of and encumbrances except as set forth in Section 2 herein, of a piece or parcel of land, together with any buildings and improvements thereon, situated, lying and being in the town of Colchester, County of New London and State of Connecticut, as more fully

described on Schedule A which is attached hereto and made a part hereof by reference, hereinafter referred to as the "premises." Purchaser further agrees and acknowledges that some boundary lines may be uncertain as to their exact location. The parties agree that such legal description may be amended when and if the A-2 Survey contemplated in Section 7 hereof has been completed.

2. That Purchaser shall pay to Seller the sum of **One Hundred Eighty-Two Thousand, Two Hundred Fifty Dollars (\$182,250.00)**, to be paid as follows:

A. **Five Thousand and No One-Hundredths (\$5,000.00) Dollars** as an option payment non-refundable, except as described herein, that has already been paid and received by Seller on _____, 2009. Seller is holding such payment. The purpose of the **Five Thousand and No One-Hundredths (\$5,000.00) Dollars** payment was to provide the Purchaser a secure option to purchase the property assuming the conditions herein are satisfied and to provide the Seller with consideration for granting this option for purchase of the Property; and

B. The balance of **One Hundred Seventy-Seven Thousand, Two Hundred Fifty (\$177,250.00) Dollars** by certified check, attorney's trust check or cashier's check at closing.

THE PARTIES HERETO FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Purchaser represents that it is not the customer of any real estate agent or broker for the purchase of the Premises and that no such agent or broker brought the premises to its attention. Seller represents that the herein described premises are not subject to any listing agreement between Seller and a real estate agent.

2. The premises shall be conveyed by Fiduciary Deed and free and clear of all encumbrances, except as herein set forth. In the event that upon examination of title, Purchaser finds that the premises are not free and clear of all encumbrances, except as herein set forth or the title to the premises is not good and insurable (in accordance with the Standards of Title of the Connecticut Bar Association), Purchaser shall immediately deliver written notice of the particular defects encountered to Seller. Thereafter Seller shall endeavor diligently to cure, at its own expense, the defects of which is was given notice. If Seller is unable to cure such defects within thirty (30) days from the date of receipt of notification or until the closing date, whichever is the longer period. Purchaser shall have the option of either:

a. Accepting such title as Seller can then convey in return for the purchase price;

or

b. Declaring by written notice to Seller, its unwillingness to accept such title, whereupon this Agreement shall terminate and Purchaser shall be entitled to the return of all monies paid pursuant hereto and all rights and duties of the parties hereunder shall cease.

3. Real estate taxes shall be adjusted, apportioned and allowed up to the date of taking title on the basis of the Uniform Fiscal Year, covering the period from July 1 through June 30 of the following year.

4. The closing of title shall take place on or before November 1, 2009 at the Office of Hanrahan, Grabowski & Hayes, P.C., 683 Farmington Avenue, Bristol, Connecticut, or at such place as shall be mutually agreed upon between the parties. Seller shall also deliver to Purchaser an owner's affidavit acceptable to Purchaser's title insurance company and any other document reasonably requested by Purchaser or Purchaser's title insurance company.

5. If Purchaser shall fail to perform its obligations under this Agreement for any reason other than as a direct result of Seller's default, this Agreement may, at the option of Seller, be deemed terminated. If, prior to Closing, Seller shall default in any material respect in the performance of any of Seller's obligations under this Agreement for any reason other than as a direct result of Purchaser's default, then Purchaser may terminate this Agreement, in which case Purchaser shall be entitled to receive a return of all monies paid pursuant hereto and all rights and duties of the parties hereunder shall cease. This provision, however, shall in no way affect the rights of either party to enforce the specific performance of this Agreement, or of proceeding with any other remedies available to them.

6. Any assessment or lien imposed against the premises prior to the date of this Agreement and any assessment or lien hereafter imposed for any improvements completed prior to this Agreement or in progress at the premises on the date of this Agreement, shall be the obligation of Seller and Seller shall pay such assessment, in full, prior to the closing, or at Purchaser's option, Purchaser may assume and agree to pay such assessment and receive a credit against the purchase price for the amount so assumed.

7. The Purchaser shall have the right, on or before November 1, 2009, at its expense to have the premises surveyed by a licensed surveyor.

8. Purchaser and Seller agree and acknowledge that Purchaser shall receive partial funding from the Colchester Land Trust with which it will consummate a portion of the purchase of the premises. In the event Purchaser fails to obtain this funding on or before October 1, 2009, Purchaser may, in its sole discretion, elect to (i) purchase the premises with funds from another source or (ii) terminate this Agreement, in which event the parties hereto shall have no further

obligations to the other hereunder, and the **Five Thousand and No-One-Hundredths (\$5,000.00) Dollar** option shall remain the property of the Seller.

9. Purchaser agrees to restrict the use of the premises to a) open space and b) passive recreational and educational uses as deemed appropriate by the Town.

10. This agreement shall survive the closing and transfer of title.

11. Whenever used, and as the context may require, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders.

12. If any term or provision or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be void and enforced to the fullest extent permitted by law.

13. This Agreement contains the entire agreement by and between the parties hereto affecting the premises and supersedes any and all previous agreements, written or oral, between said parties and affecting the premises.

14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereof and their heirs, assigns, administrators and executors.

15. The parties agree that this Agreement shall **NOT** be recorded on the land records of the Town of Colchester. If this Agreement is recorded it shall automatically be deemed revoked and shall be null and void.

16. This sale is conditioned upon the Seller receiving Probate Court permission to sell

this property. If Seller does not obtain Probate Court permission to sell the Premises by October 15, 2009, then either party may terminate this Agreement and Purchaser shall be entitled to the return of all monies paid pursuant hereto and all rights and duties of the parties hereunder shall cease.

17. The Purchaser shall be obligated to purchase the premises only if Purchaser has obtained final and binding approval to purchase the premises and funding for the same, as follows: Town Conservation Commission recommendation, Town Board of Selectmen approval, a positive Section 8-24 report by the Town Zoning and Planning Commission (or if disapproved, subsequent approval by the Town Meeting of such report, in accordance with Section 8-24 of the Connecticut General Statutes), Town Board of Finance approval and Town Meeting approval (which shall be in addition to the June 30, 2009 Town Meeting approval) (or, if petitioned to referendum, referendum approval) on or before November 1, 2009 and provided further that any applicable petition or appeals periods following said approvals have expired with no petition or appeal having been filed. If Purchaser does not obtain such approvals by November 1, 2009, then either party may terminate this Agreement and Purchaser shall be entitled to the return of all monies paid pursuant hereto and all rights and duties of the parties hereunder shall cease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and to a duplicate instrument of the same tenor and date, on the day and year first above mentioned.

Signed, Sealed and Delivered in the Presence of:

Seller: Estate of Mary Claire Fleming a/k/a Claire Fleming a/ka M. Claire Fleming

Carlyle A. Trues

BY *Maurcen F. Howley*
Maurcen F. Howley, Executrix

Bernard F. Grabowski

Buyer: Town of Colchester

BY: _____

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

SS. Bristol

September , 2009

Personally appeared, **Maurcen F. Howley, Executrix of the Estate of Mary Claire Fleming a/k/a Claire Fleming a/k/a M. Claire Fleming** Signer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

Bernard F. Grabowski
Commissioner of the Superior Court

STATE OF CONNECTICUT)

)

) SS.

September , 2009

COUNTY OF)

)

Personally appeared, _____, who
acknowledged himself/herself to be _____ of the Town of Colchester,
and he/she as such _____, being authorized so to do, executed the
foregoing instrument as and for his/her free act and deed and the free act and deed of said Town
of Colchester, before me.

Commissioner of the Superior Court
Notary Public
My commission expires:

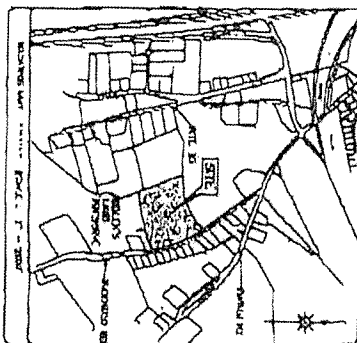
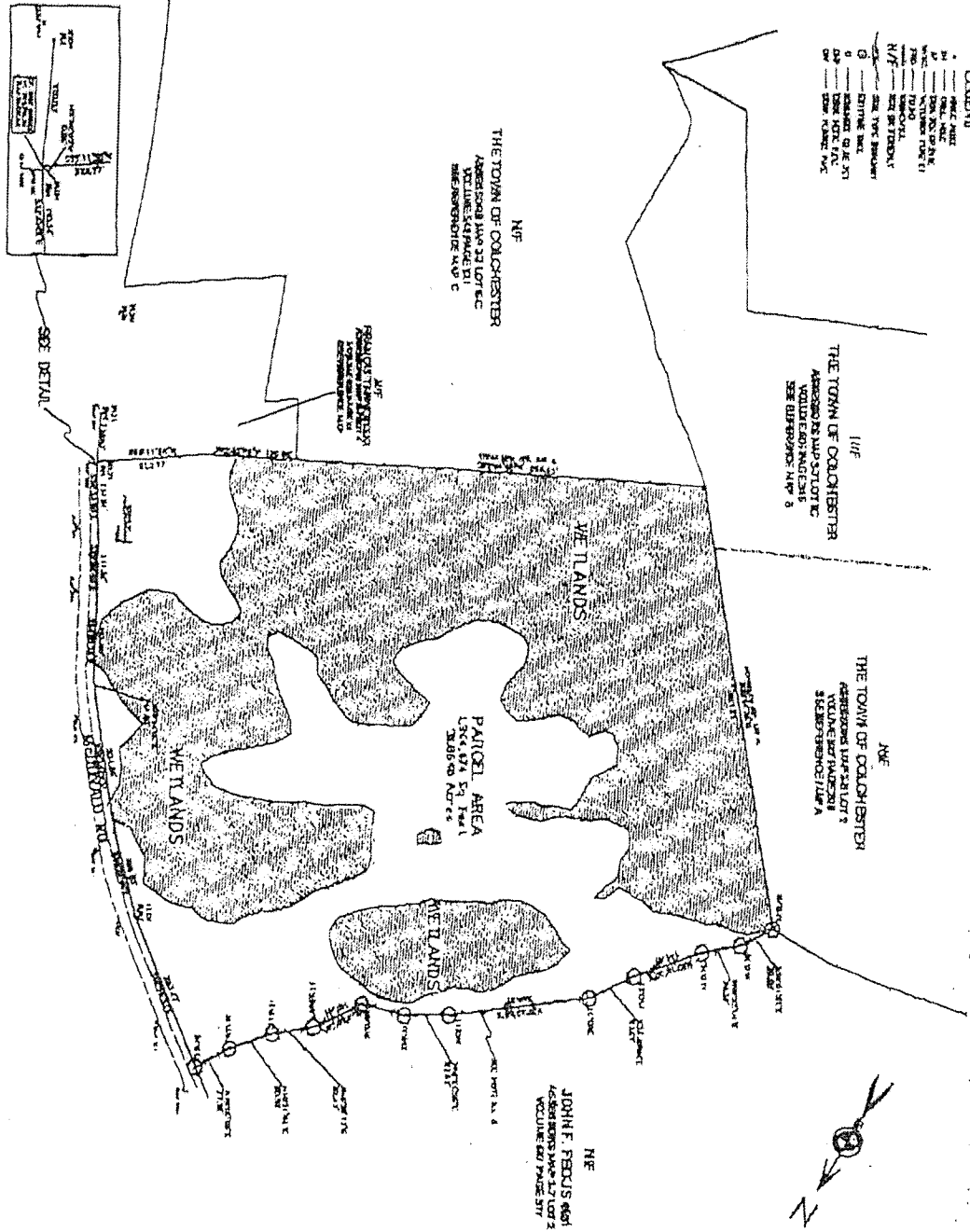
SCHEDULE A

A certain piece or parcel of land with all improvements thereon, situated on the westerly side of McDonald Road in the Town of Colchester, County of New London and State of Connecticut and shown as "**PARCEL AREA**" on a map prepared for **Maureen F. Howley, Executrix of The Estate of Mary Claire Fleming** Property Survey Assessors Map 3-7 Lot 3 McDonald Road and more particularly shown on Schedule B attached hereto.

The intention of the sale is to sell all property located on McDonald Road, Colchester, Connecticut which is owned by the Seller, Mary Claire Fleming a/k/a Claire Fleming a/k/a M. Claire Fleming.

HEALTH/PLANNING&ZONING Fax:8605377287

SCHEDULE B



SURVEY NOTES

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT AND THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS MADE BY ME AND MY ASSISTANT, JOHN F. PEGLIS, ON THE 15TH DAY OF SEPTEMBER, 2009.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT AND THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT SURVEYING ACT AND THE REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
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JOHN F. PEGLIS

 REGISTERED PROFESSIONAL ENGINEER

 STATE OF CONNECTICUT

 NO. 10343

 EXP. 12/31/11

CHAIRMAN: **SCOTT C. STALL**

TRUSS: **J. McGINN**

EXECUTIVE: **LAUREN F. HOWLEY**

PROPERTY SURVEY: **ASSESSORS MAP 3-7 LOT 3**

MCDONNOLD ROAD

THE ESTATE OF MARY CLAIRE PEMING

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and to a duplicate instrument of the same tenor and date, on the day and year first above mentioned.

Signed, Sealed and Delivered in the Presence of:

Seller: Estate of Mary Claire Fleming a/k/a Claire Fleming a/ka M. Claire Fleming

Carlyle A. Kirby

BY: *Maureen F. Howley*
Maureen F. Howley, Executrix

Bernard F. Grabowski

Buyer: Town of Colchester

BY: _____

- STATE OF CONNECTICUT)
) SS. Bristol
COUNTY OF HARTFORD)

September 15, 2009

Personally appeared, **Maureen F. Howley, Executrix of the Estate of Mary Claire Fleming a/k/a Claire Fleming a/k/a M. Claire Fleming** Signer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

Bernard F. Grabowski

Bernard F. Grabowski
Commissioner of the Superior Court

To: Linda Hodge
From: Adam Turner
Date: September 30, 2009
Re: McDonald Road purchase

MEMORANDUM

This memo updates actions taken this week regarding the potential purchase of land on McDonald Road Assessors Map 3-7 Lot 3.

The Board of Finance comments centered on two items:

- The accuracy of the survey given that the Town Tax Assessor had the property listed at 24 acres while the survey had identified 31 acres of land.
- Whether the appraisal of land could be relied upon given that there was no assurance that two lots could be created on the site.

Staff met with Board Chair Bruce Hayn and Surveyor Jess McMinn on September 21, 2009. Mr. McMinn summarized the methodology used for his survey and certified its accuracy. He indicated that he was present on the site for several days and had also used other property line survey information to establish his final product. Regarding the discrepancy between the tax assessment data and the survey, Mr. McMinn spoke to the survey being done in the field as opposed to the Tax Assessment estimate being prepared based on the relative lot lines shown on the property maps. He concluded that his survey was entirely accurate. Mr. McMinn's prepared survey is included.

We also discussed the property appraisal prepared by Flanagan and Associates prepared May 11, 2009 and updated September 15, 2009. Chairman Hayn explained the Board's reluctance to accept the report's findings given that no soil testing had been completed and because of that, the findings of value based on two developable building lots was not definitive. Staff summarized a State of Connecticut Department of Environmental Protection (DEP) soil inventory analysis that showed that soils in the area could support two septic tanks and two house lots but admitted that no specific soil testing had been done given the cost and personnel needed to complete the effort. Chairman Hayn concluded that soil testing should be completed. Staff completed detailed soil testing for the property on Monday September 28, 2009. Analysis focused on two areas and did conclude that both areas could support house lots. We included the detailed soil data for your review.

We distributed copies of the proposed contract for purchase and side agreement to the Board of Finance at their meeting on September 16, 2009. Both contracts have been reviewed by the Town's legal counsel and have been modified to reflect the different significant dates given the progress of the town's approvals.

As the property is in probate and sale requires approval from the Court, as well as requires normal title and closing process, we request that the Board authorize the First Selectman to sign the option contract for purchase. The contract is totally dependent on all town processes being completed and is void should any fail. The completion of the option purchase contract allows the background processes to begin as well as the Land Trust to process paperwork to receive their funding needed for the purchase.



NOT 45°21' W REF. MAP A
N59°44'32" W
891.95

WETLANDS

PARCEL AREA
1,344,474 Sq. Feet
30.8648 Acres

WETLANDS

WETLANDS

N/F
FRANCIS TARNOWSKI
ASSESSORS MAP 3-7 LOT 4
VOLUME S22 PAGE 07
SEE REFERENCE MAP

S83°08'00" W 238.95'

S82°43'58" W 175.00'

S85°11'50" W 223.77'

IRON PIN 100.00'

IRON PIN 140.54'

141.38'

143.80'

271.86'

512.24'

512.24'

523.47'

527.90' ±

512.24'

IRON PIPE

CLAP 823

CLAP 824

CLAP 825

CLAP 826

CLAP 827

CLAP 828

168.83'

107.41'

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78.35'

24° DAK

N42°12'50"E
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15° DAK

N33°35'46"E
98.67'

14° DAK

N42°18'50"E
284.07'

14° DAK

N50°14'50"E
92.15'

19° DAK

18° DAK

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N49°28'40"E
82.41'

14° S TUMP

N40°21'48"E
90.58'

10° DAK

10° DAK

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N31°00'05"E
77.53'

24° DAK

CLAP 823

CLAP 824

CLAP 825

CLAP 826

CLAP 827

CLAP 828

CLAP 829

CLAP 830

CLAP 831

CLAP 832

CLAP 833

CLAP 834

CLAP 835

REMAINS OF
100% PERMANENT
FLOOD

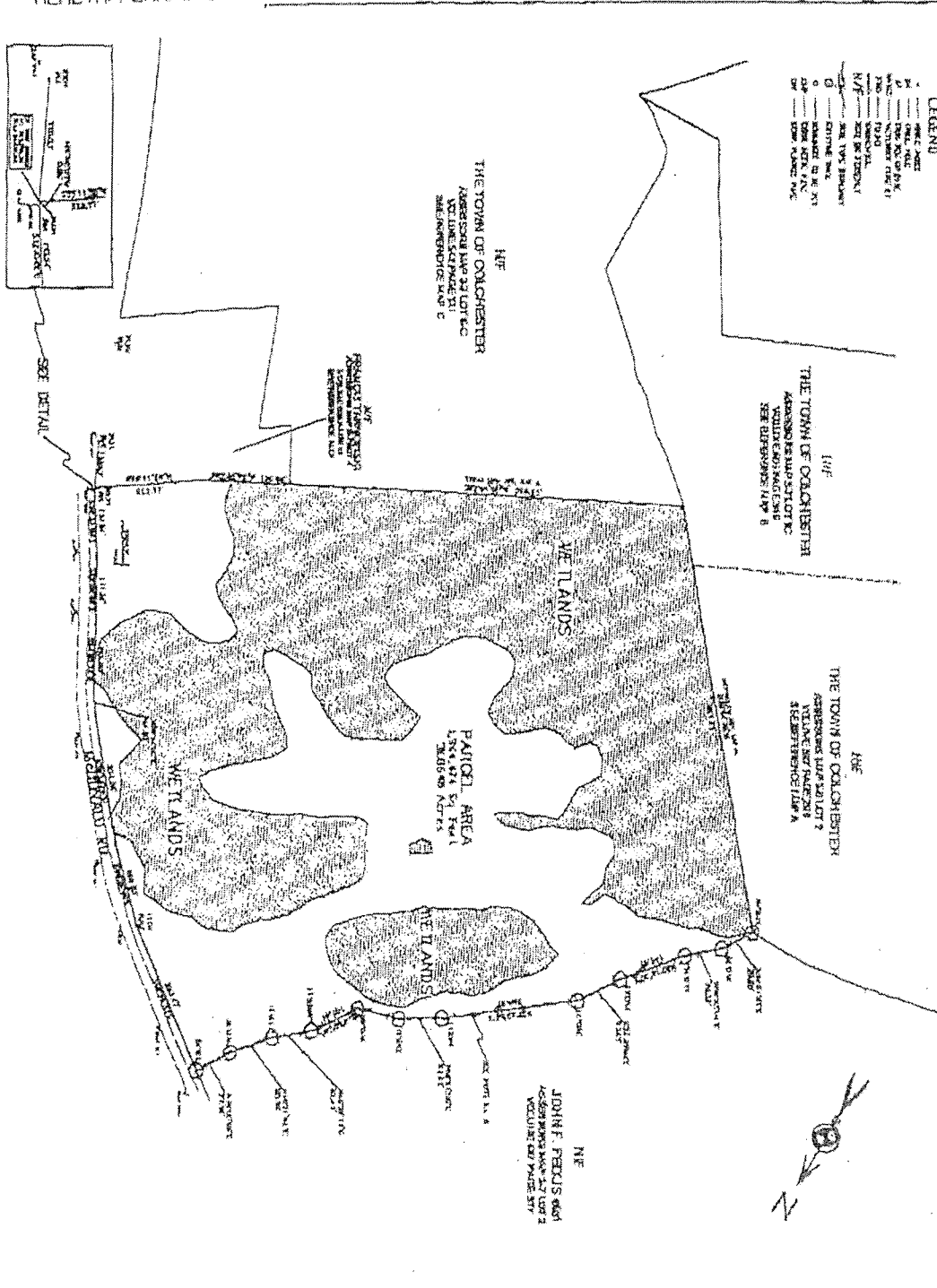
IRON
PIN

MCDONALD RD

HEALTH/PLANNING&ZONING Fax:8605377287

SCHEDULE B

- LEGEND
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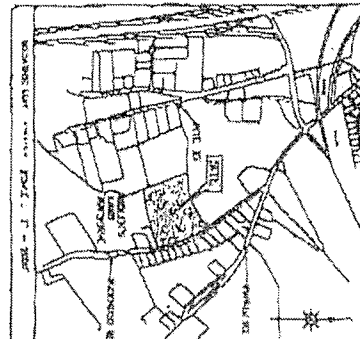
Handwritten signature

PLAN C SCALE

LESS J. EGMONT

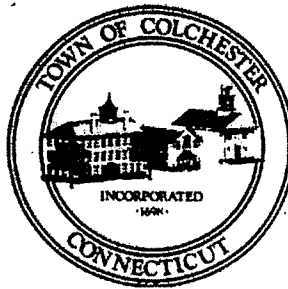
LAUREN F. HOWLEY EXECUTOR

PROPERTY SURVEY ASSASSIN MAP 3-7 LOT 3 McDONALD ROAD



- SURVEY NOTES
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**SITE INVESTIGATION FOR
A SUBSURFACE SEWAGE
DISPOSAL SYSTEM**



Health Department

ESTATE OF:
Property Owner: MARY CLARE FLEMING Location: MCDONALD RD, ASSESSOR MAP 3-7, LOT 3

DEEP TEST PIT DATA/SOIL DESCRIPTIONS (Record all Test Pits)

Date: 9/28/09

| TEST PIT: | TEST PIT: | TEST PIT: | TEST PIT: |
|---|---|---|---|
| REFER TO ATTACHED TEST PIT DATA | | | |
| Mottles: _____ GW: _____ Ledge: _____ Restrictive: _____ | Mottles: _____ GW: _____ Ledge: _____ Restrictive: _____ | Mottles: _____ GW: _____ Ledge: _____ Restrictive: _____ | Mottles: _____ GW: _____ Ledge: _____ Restrictive: _____ |

Comments: _____

GROUNDWATER TABLE (Near max., below max., etc.)

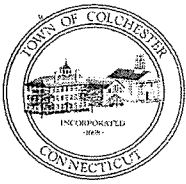
SOIL MOISTURE (High, medium, low, etc.)

- PERCOLATION TEST DATA (Record all Perc Tests)

Date: 9/28/09

| PERC: | | PERC: | | PERC: | | PERC: | |
|--|---------|------------|---------|------------|---------|------------|---------|
| DEPTH: | | DEPTH: | | DEPTH: | | DEPTH: | |
| PRESOAK: | | PRESOAK: | | PRESOAK: | | PRESOAK: | |
| TIME | READING | TIME | READING | TIME | READING | TIME | READING |
| REFER TO ATTACHED PERC TEST DATA | | | | | | | |
| PERC RATE: | | PERC RATE: | | PERC RATE: | | PERC RATE: | |

Comments: _____



Soils Data for McDonald Rd, Estate of Mary Claire Fleming, Colchester CT

Assessors Map 3-7, Lot 3

Adam Turner, Town Planning Director, Jess McMinn, L.L.S.

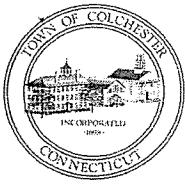
Conducted on 9/28/09 by Steven D. Yenco, RS, Sanitarian



Public Health
Prevent. Promote. Protect.

9/28/09

| | | |
|--------|---|-----|
| #1A | Depth: | 79" |
| 0-14" | Topsoil | |
| 14-32" | Orange Tan Silty Medium Sandy Loam Stones Mottled | |
| 32-43" | Tan Orange Silty Medium/Coarse Sand Stones Boulders | |
| 43-48" | Tan Silty Fine Sand Striated Layer Coarse Sand Gravel Stone Loose Mottled | |
| 48-79" | Grey Silty Fine/Medium Sand Gravel Stones Boulders Pan Highly Mottled | |
| | Mottles: | 30" |
| | Ground Water: | -- |
| | Pit Full of Water: | -- |
| | Ledge: | -- |
| | Restrictive: | -- |
| #1B | Depth: | 90" |
| 0-9" | Topsoil | |
| 9-27" | Orange Tan Silty Medium Sandy Loam Stones | |
| 27-33" | Orange Silty Medium/Coarse Sand Gravel Stones Boulders Loose Mottled | |
| 33-43" | Tan Silty Medium/Coarse Sand Gravel Stone Boulders Firm Highly Mottled | |
| 43-90" | Grey Silty Fine/Medium Sand Gravel Stones Boulders Pan Highly Mottled | |
| | Mottles: | 33" |
| | Ground Water: | -- |
| | Pit Full of Water: | -- |
| | Ledge: | -- |
| | Restrictive: | -- |
| #1C | Depth: | 89" |
| 0-10" | Topsoil | |
| 10-25" | Brown Silty Sandy Loam Stones | |
| 25-42" | Orange Tan Silty Medium/Coarse Sand Stone Boulders Firm Mottled | |
| 42-51" | Tan Silty Medium/Coarse Sandy Loam Gravel Stones Boulders Loose | |
| 51-89" | Grey Silty Fine/Medium Sand Gravel Stones Boulders Pan Highly Mottled | |
| | Mottles: | 34" |
| | Ground Water: | -- |
| | Pit Full of Water: | -- |
| | Ledge: | -- |
| | Restrictive: | -- |
| #1D | Depth: | 96" |
| 0-13" | Topsoil | |
| 13-38" | Orange Brown Silty Medium Sandy Loam Stones Mottled | |
| 38-45" | Tan Orange Silty Medium/Coarse Sand Gravel Stones Boulders | |
| 45-54" | Tan Silty Fine/Medium Sand Gravel Stone Boulders Firm Highly Mottled | |
| 54-96" | Grey Silty Fine/Medium Sand Gravel Stones Boulders Pan Highly Mottled | |
| | Mottles: | 34" |
| | Ground Water: | -- |
| | Pit Full of Water: | -- |
| | Ledge: | -- |
| | Restrictive: | -- |



Soils Data for McDonald Rd, Estate of Mary Claire Fleming, Colchester CT

Assessors Map 3-7, Lot 3

Adam Turner, Town Planning Director, Jess McMinn, L.L.S.

Conducted on 9/28/09 by Steven D. Yenco, RS, Sanitarian



Public Health
Prevent. Promote. Protect.

9/28/09

#2A Depth: 91"
0-11" Topsoil
11-23" Brown Orange Silty Medium Sandy Loam Stones Boulders
23-37" Orange Brown Silty Medium/Coarse Sand Stones Boulders Mottled
37-47" Tan Orange Silty Medium/Coarse Sand Gravel Stone Boulders
47-91" Grey Silty Fine/Medium Sand Gravel Stones Boulders Highly Mottled
Mottles: 24"
Ground Water: --
Pit Full of Water: --
Ledge: --
Restrictive: --

#2B Depth: 108"
0-10" Topsoil
10-28" Brown Silty Medium Sandy Loam Stones Boulders
28-49" Orange Brown Silty Medium/Coarse Sand Gravel Stones Boulders Firm Mottled
49-61" Grey Silty Fine Sand Compact
61-108" Grey Silty Medium Sand Gravel Stones Boulders Highly Mottled
Mottles: 30"
Ground Water: --
Pit Full of Water: --
Ledge: --
Restrictive: --

#2C Depth: 101"
0-10" Topsoil
10-27" Brown Orange Silty Medium Sandy Loam Stones Boulders
27-41" Brown Orange Silty Medium/Coarse Sand Gravel Stones Boulders Firm Mottled
41-58" Tan Silty Medium/Coarse Sand Gravel Stones Boulders Loose Highly Mottled
58-101" Grey Brown Silty Medium Sand Gravel Stones Boulders Firm Highly Mottled
Mottles: 29"
Ground Water: --
Pit Full of Water: --
Ledge: --
Restrictive: --

#2D Depth: 98"
0-8" Topsoil
8-20" Brown Orange Silty Medium Sandy Loam Stones Boulders
20-30" Brown Orange Silty Medium/Coarse Sand Gravel Stones Boulders Firm Mottled
30-54" Tan Silty Medium/Coarse Sand Loose Highly Mottled
54-98" Grey Brown Silty Fine/Medium Sand Gravel Stones Boulders Firm Highly Mottled
Mottles 28"
Ground Water: --
Pit Full of Water: --
Ledge: --
Restrictive: --

Perc Test: Fixed Time Read every 04:00 Min

| Perc Test Date | Address |
|----------------|--|
| 9/28/09 | McDonald Road - Assessors Map 3-7, Lot 3 |

| Perc Test | Lot 1 | Fixed Time Read | 04:00 |
|-----------|----------|-----------------|-------------------|
| Presoak | 1 H 28 M | Results | Min/Inch 08:00 |
| Depth | 22.00 | | Total Min 0:20:00 |
| Water | 12.00 | | Total Drop 2.500 |

| # | Time | Min | Inches | Drop | Min/Inch |
|----|---------|-------|--------|-------|----------|
| 1 | 2:12 PM | | 10.000 | | |
| 2 | 2:16 PM | 04:00 | 14.000 | 4.000 | 01:00 |
| 3 | 2:20 PM | 04:00 | 15.000 | 1.000 | 04:00 |
| 4 | 2:24 PM | 04:00 | 16.000 | 1.000 | 04:00 |
| 5 | 2:28 PM | 04:00 | 16.875 | 0.875 | 04:34 |
| 6 | 2:32 PM | 04:00 | 17.500 | 0.625 | 06:24 |
| 7 | 2:36 PM | 04:00 | 18.375 | 0.875 | 04:34 |
| 8 | 2:40 PM | 04:00 | 19.000 | 0.625 | 06:24 |
| 9 | 2:44 PM | 04:00 | 19.500 | 0.500 | 08:00 |
| 10 | 2:48 PM | 04:00 | 20.000 | 0.500 | 08:00 |
| 11 | 2:52 PM | 04:00 | 20.500 | 0.500 | 08:00 |
| 12 | 2:56 PM | 04:00 | 21.000 | 0.500 | 08:00 |
| 13 | 3:00 PM | 04:00 | 21.500 | 0.500 | 08:00 |
| 14 | 3:04 PM | 04:00 | | | |
| 15 | 3:08 PM | 04:00 | | | |

Perc Test: Fixed Time Read every 04:00 Min

| Perc Test Date | Address |
|----------------|--|
| 9/28/09 | McDonald Road - Assessors Map 3-7, Lot 3 |

| Perc Test | Lot 2 | Fixed Time Read | 04:00 |
|-----------|---------|-----------------|-------------------|
| Presoak | 1 H 0 M | Results | Min/Inch 08:00 |
| Depth | 21.00 | | Total Min 0:24:00 |
| Water | 11.00 | | Total Drop 3.000 |

| # | Time | Min | Inches | Drop | Min/Inch |
|----|---------|-------|--------|-------|----------|
| 1 | 3:04 PM | | 10.000 | | |
| 2 | 3:08 PM | 04:00 | 13.250 | 3.250 | 01:14 |
| 3 | 3:12 PM | 04:00 | 14.250 | 1.000 | 04:00 |
| 4 | 3:16 PM | 04:00 | 15.125 | 0.875 | 04:34 |
| 5 | 3:20 PM | 04:00 | 15.875 | 0.750 | 05:20 |
| 6 | 3:24 PM | 04:00 | 16.500 | 0.625 | 06:24 |
| 7 | 3:28 PM | 04:00 | 17.125 | 0.625 | 06:24 |
| 8 | 3:32 PM | 04:00 | 17.750 | 0.625 | 06:24 |
| 9 | 3:36 PM | 04:00 | 18.250 | 0.500 | 08:00 |
| 10 | 3:40 PM | 04:00 | 18.875 | 0.625 | 06:24 |
| 11 | 3:44 PM | 04:00 | 19.250 | 0.375 | 10:40 |
| 12 | 3:48 PM | 04:00 | 19.750 | 0.500 | 08:00 |
| 13 | 3:52 PM | 04:00 | 20.250 | 0.500 | 08:00 |
| 14 | 3:56 PM | 04:00 | 20.750 | 0.500 | 08:00 |
| 15 | 4:00 PM | 04:00 | | | |

COLCHESTER CONSERVATION COMMISSION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 9TH, 2009
TOWN HALL, 127 NORWICH AVENUE
7:00 P.M.

RECEIVED
COLCHESTER, CT
2009 SEP 11 AM 11:03

NANCY A. BRAY
TOWN ENGINEER

Nancy A. Bray

MOTIONS

Members Present: Chairman Gary Avery, Vice Chairman Falk vonPlachecki, Kurt Frantzen, Moe Epstein, Andy George, Sue Bruening (7:02p.m.)

Members Absent: Mary Bylone, Darrell York

Others Present: Jay Gigliotti, Wetlands Enforcement Officer, John Malsbenden, BOS Liaison, Peter Carli, John Matheson, Sandy Matheson, David Sherwood, Matthew Duvet, Ben Duffy

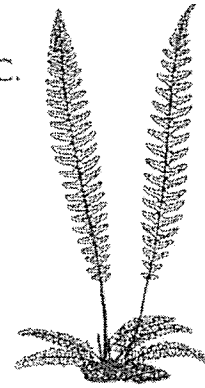
1. **Call Regular Meeting to Order:** Chairman Avery called the meeting to order at 7:02 p.m. and noted that alternate, A. George, would be a voting member for the meeting.
2. **Additions to Agenda:** F. vonPlachecki motioned to add to Item 10 Conservation, 10 D. Pierpont Plaza, seconded by M. Epstein. All members present voted in favor. **MOTION CARRIED.**
3. **Approval of Minutes 8.12.09***** Amend Minutes of 6.10.09:** F. vonPlachecki motioned to table the approval of the 8.12.09 minutes due to the fact that members had not been able to review prior to the meeting, seconded by M. Epstein. All members present voted in favor. **MOTION CARRIED.**
F. vonPlachecki motioned to amend the 6.10.09 minutes to include the property evaluation worksheet for the land acquisition of Mc Donald Road/ Ruby Cohen parcel, seconded by K. Frantzen. All members present voted in favor. **MOTION CARRIED.**
(S. Bruening arrived at this time.)
4. **Public Comment:** None
5. **New Applications---- To be accepted**
 - A. **W2009-2918, Settlers Greene, LLC, 312 Lebanon Ave., Mixed use development, Commercial and residential buildings, 630 sq ft direct wetland impact for sidewalk, no buildings within review area, water/sewer and 2 detention ponds, and storm water treatment, Plan date February 4th, 2009 revised through August 24th, 2009 DRD11.13.09:**
F. vonPlachecki motioned to accept W2009-2918, seconded by K. Frantzen. All members present voted in favor. **MOTION CARRIED.**
6. **Pending applications----- To be discussed and possibly take action**
 - **W2009-2915, Bill Wolf, 275 West Rd, Assessor's Map # 1-11 Lot # 6, Construction of a garage within 100' of pond:** F. vonPlachecki motioned to approve W2009-2915 with the garage being a minimum of 60-65 ft. from the pond, the limits of the building staked out and the Wetlands Enforcement Officer verifying, and if possible without interfering with the septic system move the further away from the house, seconded by M. Epstein. All members present voted in favor. **MOTION CARRIED.**
 - **W2009-2916, Ben Duffy, 126 River Road, Assessor's Map 6-14, Lot 17-1, clear brush, stumps, roots & reseed for increased yard within 75' upland review area DRD 10.16.09:**
**Chairman Avery recused himself from this application. Vice-Chairman vonPlachecki took over the meeting.
S. Bruening motioned to approve W2009-2916, seconded by M. Epstein. All members present voted in favor. **MOTION CARRIED.**
** Chairman Avery returned and took back over the meeting.

THE NORCROSS WILDLIFE FOUNDATION, INC.

30 Peck Road

Monson, MA 01057

Phone/Fax (860) 429-5709



August 24, 2009

Chuck Toal
Colchester Land Trust
PO Box 93
Colchester, CT 06415

Re: Loan #09-07

Dear Chuck:

This confirms receipt of an application by Colchester Land Trust for a loan to facilitate the purchase of 31 acres on McDonald Road. I am pleased to inform you that we have conditionally approved your loan request, in the amount of \$42,500, for a term of one year from the date of check issuance, without interest. Please note that this conditional approval is not a final commitment.

There are key terms and conditions that must be worked out by your lawyer and ours before Norcross can grant final approval and extend the loan. Most importantly, you will need to provide security for the loan to our satisfaction and briefly explain your plan for raising the funds necessary to repay Norcross within the one-year term. Norcross prefers that loans are secured with unrestricted funds in one form or another. If there are any changes in the terms of your transaction, including arrangements for securing the loan, Norcross will revise the terms of this conditional approval accordingly. If all goes well and you are granted final approval, a regular check will be issued at the appropriate time via first class US Mail or wire transfer. We do not issue certified checks.

Our attorney is: Harold S. Poster, Esq.
Gilmartin Poster & Shaffo
845 Third Avenue (18th floor) (212) 425-3220 (tel)
New York, NY 10022 (212) 425-3130 (fax)

Please have a conversation with Hal, or ask your attorney to have one, to get the paperwork underway and clear the way to the operative loan agreement, which Hal will draft. Also, please copy me on all your correspondence (regular US or email) with Hal. Thanks for approaching us; we look forward to being a part of your land protection effort.

Sincerely,

A handwritten signature in black ink that reads "Dan Donahue". The signature is fluid and cursive, with the first name being the most prominent.

Dan Donahue
Director of Land Protection & Stewardship
dfdwnwf@charter.net

cc: KOutlaw, NWF/NY; HPoster, GP&S; LCatalano, NWF/MA

FLANAGAN ASSOCIATES

567 VAUXHALL STREET EXTENSION, SUITE 104, WATERFORD, CT 06385 - (860) 444-2033

RESTRICTED USE APPRAISAL REPORT

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not present discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Lisa Hageman, President
Colchester Land Trust
P.O. Box 93
Colchester, CT 06415

APPRAISER: Stephen R. Flanagan, MAI
William G. Ryan
Flanagan Associates
Suite 104, 567 Vauxhall Street Extension
Waterford, CT 06385

SUBJECT: 66 McDonald Road, Colchester, Connecticut
30.86 acres of vacant land zoned "R-60" Residential

OWNED BY: Mary Claire Flemming c/o Maureen Howley

VALUATION ESTIMATE: \$212,000

DATE OF VALUATION: September 15, 2009 (update of previous report dated May 11, 2009)

FLANAGAN ASSOCIATES

567 VAUXHALL STREET EXTENSION, SUITE 104, WATERFORD, CT 06385 - (860) 444-2033

SCOPE OF THE WORK:

Identification of the Subject Property: The property is located at 66 McDonald Road, Colchester, Connecticut. It is identified as Parcel Map 03-07, Lot 003

Interest Valued: Fee simple

Identification of the Client: Lisa Hageman, President of the Colchester Land Trust

Identification of Other Intended Users: The client and her assigns

The Intended Use of the Appraisal: To assist the client in estimating the market value of the subject property for possible acquisition.

Type of Value (or Objective of the Assignment): Market value as defined in this report.

Effective Date of Appraisal: September 15, 2009

Relevant Property Characteristics: The subject property consists of a rectangularly-shaped parcel of vacant land on the west side of McDonald Road. The bulk of the parcel is heavily encumbered with wetlands. The wetland area is also located in a 100-year flood zone (Zone A). There are the remains of a concrete/masonry foundation in the southeast section. A "Class A" survey furnished to this appraiser indicates a land area of 30.86 acres with 1,234.61 feet of road frontage. There appear to be two buildable areas along the road frontage in the north and south sections of the property.

Assignment Conditions: This assignment contains no hypothetical or extraordinary conditions.

APPRAISAL DEVELOPMENT

AND REPORTING PROCESS: In preparing this appraisal, the appraiser has inspected the subject site, gathered information from the subject's neighborhood and similar competitive neighborhoods in the Colchester area to include comparable vacant land sales. The appraiser confirms all comparable sale information with at least one party to the transaction; analyzed the information gathered and applied the sales comparison approach.

To develop the opinion of value, the appraiser performed an appropriate appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. The scope of the work is sufficient for the needs of the intended user.

FLANAGAN ASSOCIATES

567 VAUXHALL STREET EXTENSION, SUITE 104, WATERFORD, CT 06385 - (860) 444-2033

This Restricted Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation is retained in the appraiser's file.

HIGHEST AND BEST USE:

Highest and best use as though vacant - Limited residential development. It appears that two residential building lots could be developed; one in the southeast and one in the northeast frontage sections. The remaining land would be excess land or open space.

VALUATION:

For valuation purposes subject is projected to yield two 1.4-acre lots with 28.06 acres of open space land. Recent vacant lot sales in Colchester have been reviewed.

Sales of vacant lots in Colchester and the region have slowed considerably since the fall of 2008. The few sales that have occurred are selling at rates lower than those sales prior to October 2008. Current listings of vacant land have also been reviewed. Listing information is particularly useful in a changing or declining market. A review of the listing data indicates a decrease in asking prices since the fall and an increase in number of lots and subdivided acreage on the market. Asking prices since May 2009 have remained relatively stable.

In consideration of this data, the two (1.4-acre) building lots are projected to have a value estimate of \$95,000 each. The open space acreage, 28.06 acres, is projected to have a value of \$1,500 per acre. Development costs to include additional engineering, survey, subdivision appeals, and legal fees are projected at \$10,000 per lot.

The rate estimate is as follows:

| | |
|---|------------------|
| \$95,000/lot - \$10,000 development costs/lot = \$85,000/lot x 2 lots = | \$170,000 |
| 30.86 acres - 2.8 acres = 28.06 acres (excess land) | |
| 28.06 acres x \$1,500 per acre = (rounded) | <u>42,000</u> |
| Total | \$212,000 |

CONCLUDED VALUE: \$212,000
ESTIMATED EXPOSURE TIME: 10 - 12 months

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the assumptions and limiting conditions as follows:

1. No liability is assumed by the appraiser for matters of a legal nature affecting the property, such as title defects, encroachments or liens. The title is assumed to be good and marketable. The property is appraised as being free and clear of any indebtedness or easements, unless otherwise stated.
2. The plots and measurements, while not representing an actual survey of the property, were derived from reliable records.
3. Unless otherwise stated, mechanical equipment, heating and plumbing systems, and electrical systems have not been specifically tested, and they are assumed to be in working condition. It is assumed that there are no hidden or inapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such things.
4. No specific test for vermin has been made by the appraiser, unless otherwise stated.
5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.
6. The distribution of land and improvement values applies only under the existing program of utilization and conditions stated in this report. Separate valuations for either the land or improvements may not be used in conjunction with any other appraisal.
7. The information and opinions furnished by others and used in this report are considered reliable and correct, however, no responsibility is assumed as to their accuracy.
8. Possession of this report, or any copy or part thereof, does not constitute the right of publication nor may the same be used for any other purposes by anyone but the recipient without the consent of the appraiser.
9. The appraiser, by reason of this appraisal, is not required to give testimony in court or attendance on its behalf, unless arrangements have been made previously therefore.
10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report I have completed the continuing education program of the Appraisal Institute.

The opinion of market value of subject property, as described in this report, is certified as follows:

Value Estimate: \$212,000
 Date of Appraisal: September 15, 2009



Stephen H. Flanagan, MAI
 CERTIFIED GENERAL REAL ESTATE APPRAISER
 LICENSE NO. RCG.0000202

CERTIFICATION


I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
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Value Estimate: \$212,000
 Date of Appraisal: September 15, 2009


 William G. Ryan
 CERTIFIED GENERAL REAL ESTATE APPRAISER
 LICENSE NO. RCG.0001239

STEPHEN R. FLANAGAN, MAI
567 Vauxhall Street Extension - Suite 104
Waterford, Connecticut 06385
STATE OF CONNECTICUT CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE NO. RCG.0000202

Professional Experience:

Partner, Flanagan Associates, Appraisers - Consultants, since 1988;
Associated with Robert J. Flanagan, MAI, New London, CT, real estate appraiser, concentrating in commercial, apartment, office, industrial, and land development appraisals since December 1985-1988;
Fee Appraiser, Buckley Appraisal Services, New London, CT specializing in residential properties, June 1984 - December 1985;
Data Collector, Finnegan Revaluation Co., Groton, CT -July 1981 -December 1981.

Education and Training:

B.S. Business Economics - Southern Connecticut State University -1986

Licenses and Memberships:

State of Connecticut-Certified General Real Estate Appraiser - License No. RCG.0000202
Member Appraisal Institute, MAI Designation, 2003

Special Education:

Highest & Best Use and Market Analysis - December 1993 - The Connecticut Chapter of the Appraisal Institute;
Appraisal Law - 1993, University of Connecticut Continuing Education Program;
Real Estate Fair Housing - 1993, University of Connecticut Continuing Education Program;
Valuation Analysis & Report Writing (Exam 2-2), October 1989 -American Institute of Real Estate Appraisers;
Case Studies in Real Estate Valuation (Exam 2-1), March 1989, American Institute of Real Estate Appraisers;
Capitalization Theory & Techniques, Part A (Exam 1B-A), June 1988, American Institute of Real Estate Appraisers;
Capitalization Theory & Techniques, Part B (Exam 1B-B), October 1988, American Institute of Real Estate Appraisers;
Real Estate Law, 1988 -University of Connecticut Continuing Education Program;
Real Estate Appraisal Principles (Exam #1A-1/8-1), June 1987 -American Institute of Real Estate Appraisers;
Basic Valuation Procedures (Exam #1A-2), August 1987 -American Institute of Real Estate Appraisers;
Real Estate Appraisal I, Residential Valuation, 1986 -University of Connecticut Continuing Education;
Real Estate Appraisal II, Introduction to Income Property Appraisal, 1987 -University of Connecticut Continuing Education Program;
Real Estate Finance, 1987 -University of Connecticut Continuing Education Program;
Real Estate Principles and Practices, 1986 -Southern Connecticut State University.

Court Experience:

Appeared and testified as an expert witness before Superior Court, CT since 1987.

09/15/2009 13:01 FAX 860 444 7091

FLANAGAN ASSOCIATES

0000

WILLIAM G. RYAN
567 Vauxhall Street Extension - Suite 104
Waterford, Connecticut 06385
STATE OF CONNECTICUT CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE NO. RCG.0001239

Professional Experience:

Associated with Stephen R. Flanagan, MAI, Waterford, CT, real estate appraiser, concentrating in commercial, apartment, office, industrial, and land development appraisals since March 1, 2006;
Data Collector/Land Use Associate, Flanagan Associates, Waterford, CT - January 2004 - February 2006.
Subcontractor/Consultant, Mystic Engineering & Design, J. Dempsey Land Surveying, New London, CT - performed design layout, illustration services - June 2003 - December 2003
Land Planner/Engineering Designer, Provost & Revero, Plainfield, CT - land use planner, engineering designer, specializing in residential, commercial municipal projects - March 2002 - June 2003
Land Planner/Engineering Designer, Carlile Macy, Santa Rosa, CA - land use, conceptual design layout, specializing in subdivision layout, utility infrastructure design; commercial, industrial, municipal, & recreational projects - January 1992 - December 2001
Real Estate Appraiser Trainee, Flanagan Associates, Waterford, CT - specializing in residential properties - January 1990 - December 1991
Designer/Drafter, Total Technology, New London, CT - specializing in residential, commercial survey and engineering projects - 1987 - 1991
Designer/Illustrator, Hydrospace Systems, New London, CT - submarine and marine design, drafting, artistic renderings for U.S. Navy subcontractors - 1981 - 1987

Education and Training:

Attended University of Connecticut - 1976-1977
Enrolled in engineering program at Thames Valley State Technical College, Norwich, CT - 1980

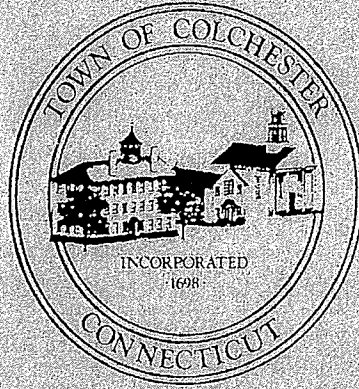
Licenses:

State of Connecticut- Certified General Real Estate Appraiser -License No. RCG.0001239

Special Education:

Real Estate Economics - June 2007
Commercial Real Estate - Understanding Investments - June 2007
Market Analysis - Highest and Best Use - June 2007
Basic Income Capitalization - Course 1310 - September 2006
When Good Houses Go Bad - August 2006
Real Estate Law Update 2006 - Connecticut Continuing Education Program
Uniform Standards of Professional Appraisal Practice (USPAP) - September 2005
USPAP Yellow Book Seminar - Federal Land Acquisitions - Appraisal Institute - August 2005
Appraisal II - Income Property Valuation - CT Real Estate Commission - May 2005
Appraisal I - CT Real Estate Commission - March 2005
Adobe Photoshop Seminar - Santa Rosa, CA - 2000
Auto Cad Design/Drafting Course - Santa Rosa Jr. College, Santa Rosa, CA - 1993
Appraisal I - CT Real Estate Commission - 1991
Real Estate Principles and Practices - University of Connecticut - 1987

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

Linda Hodge, First Selectman
Town of Colchester
127 Norwich Ave.
Colchester, CT 06415

September 17, 2009

**RE: CGS 09-038- Land purchase of 31 Acres off McDonald-Road-Estate
of Mary-Claire Fleming, Assessor's Map: 03-07; Lot #003-000, R-60
Zone.**

The above referenced referral was reviewed by the Planning & Zoning Commission at their regular meeting held on September 16, 2009. The Commission was unanimous in their support of a resolution to forward a favorable report on this proposal pursuant to CGS 8-24.

The Notice of Decision will be published in the Riverast News Bulletin on Friday September 25, 2009.

Respectfully,


Craig Grimord,
Assistant Planner & ZEO

CC: J. Cohen, Director Parks & Recreation

TOWN OF COLCHESTER, CT. - ZONING AND PLANNING COMMISSION APPLICATION

ZONING AND PLANNING COMMISSION ACTION

This application (1 form and 5 sets of plans) shall be submitted to the Zoning and Planning Commission Office no later than noon on the Thursday before the next regularly scheduled meeting (the 1st and 3rd Wednesday of the month excepting Holiday periods).

APPLICATION NUMBER: CGS[#]09-038
SUBMITTED DATE: 9/10/09
FEE PAID: N/A
RECEIVED DATE: 9/16/09
PUBLIC HEARING DATE: N/A

APPLICANT: Town of Colchester

STREET ADDRESS: 127 Norwich Ave

TOWN: Colchester, Ct ZIP CODE: 06415 TELEPHONE: 537-7280

OWNER OF RECORD ON COLCHESTER LAND RECORDS: Marie - Claire Fleming

STREET/ROAD ADDRESS OF PROPERTY: McDonal Road

ASSESSOR'S MAP: 03-07 LOT#: 003 ZONE: R-60

NAME, ADDRESS & TELEPHONE OF PERSON TO WHOM CORRESPONDENCE AND INQUIRIES

SHOULD BE DIRECTED: _____ TELEPHONE: _____

APPLICATION IS FOR (Check one of the following):

- 1. Zone Change from _____ Zone to _____ Zone (Public Hearing).
- 2. Amendment to Section(s) _____ of the Zoning Regulations (Public Hearing).
- 3. Special Exception to Section(s) _____ of the Zoning Regulations (Public Hearing).
- 4. Site Development Plan.
- 5. Filing for Subdivision.
- 6. Filing for Re-subdivision (Public Hearing).
- 7. Other (describe in detail) CGS 8-24 Referral

SIGNATURE(S)

THIS APPLICATION MUST BE SIGNED BY THE APPLICANT AND THE OWNER OF THE PROPERTY AND SUBMITTED ALONG WITH FIVE (5) SETS OF THE PLANS.

APPLICANT

OWNER(S)

*See reverse for fee schedule.

127 Norwich Avenue
Colchester, CT 06415
(860) 537-7220

Town of Colchester

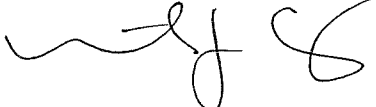
Linda M. Hodge

First Selectman

MEMORANDUM

To: ✓ Adam Turner, Town Planner
Mary Jane Slade, Board of Finance Clerk
Maggie Cosgrove, CFO

CC: Linda Hodge, First Selectman

From : Mike Caplet, Executive Assistant to the First Selectman 

Date: September 4, 2009

Re: Purchase of Land on McDonald Road

The Board of Selectmen addressed this at last night's regular Board of Selectmen Meeting per the excerpt below from the draft minutes yet to be posted:

Update and Possible Action on Purchase of Land on McDonald Road: First Selectman L. Hodge updated the board on the status of the purchase of land on McDonald Road. G. Cordova moved to forward the Conservation Commission's recommendation to purchase the 31-acre piece of property located on McDonald Road adjacent to the Ruby Cohen property to the Planning & Zoning Commission for a report pursuant to Connecticut General Statutes § 8-24, and to the Board of Finance for action, with a recommendation that the Town's share be paid out of the Land Fee in Lieu account (\$40,000) and the Land Acquisition Account (\$100,000), and that closing/legal costs be paid from the legal budget line, and to include the "Proposed Process & Timeline for Approval of McDonald Road Open Space Purchase" document, which are components of the town ordinance, as an attachment to these minutes, seconded by J. Malsbenden. Unanimously approved. MOTION CARRIED.

Please advise this office if any other action is needed to move this forward.

Attachment

Step #4 – Provide contracts between Town and Seller, as well as Town and Land Trust (plan to get money), and projected costs of legal review and closing to Boards of Selectmen and Finance for review

D. Following action by the Board of Finance and the issuance of the Zoning and Planning Commission's report, pursuant to Connecticut General Statutes § 8-24, final action on the proposed acquisition shall be taken by the Board of Selectmen or, if required by Town Charter, by the Town Meeting.

Step #4 – Board of Selectmen forward to Town meeting.

Proposed Motion for BoS 9/3/09: Move to forward the Conservation Commission's recommendation to purchase the 31-acre piece of property located on McDonald Road adjacent to the Ruby Cohen property to the Planning & Zoning Commission for a report pursuant to Connecticut General Statutes § 8-24, and to the Board of Finance for action, with a recommendation that the Town's share be paid out of the Land Fee in Lieu account (\$40,000) and the Land Acquisition Account (\$100,000), and that closing/legal costs be paid from the legal budget line.

To: Planning and Zoning Commission

September 9, 2009

From: Adam Turner

RE: McDonald Road Land Acquisition

Introduction:

The Town has been approached regarding the purchase of a 31-acre piece of property located on McDonald Road directly adjacent to the Ruby Cohen property. The land would be conveyed to the town by way of fee simple transfer through the estate of Mary-Claire Flemming.

Property assessment:

The property is 31-acres in size and is directly linked to the Ruby Cohen property nature preserve located at 86 McDonald Rd. The Ruby Cohen property and the surrounding town owned land totals about 142-acres.

The parcel considered for acquisition is almost entirely flat, wooded, with significant amount of wetlands including a stream which runs through the property. The parcel is within the town of Colchester's Aquifer Protection Zone and is within one of the towns "greenways" as identified in the Open Space Plan. Due to the large amount of undeveloped land in this area, there is an abundant amount of wildlife that resides on these properties. A detailed assessment has been completed (attachment)

The site is restricted to development due to the wetlands and the stream. If development was proposed, it is likely that no more than two houses and septic systems could be installed.

Cost

The property was assessed at \$220,000. The total proposed cost of purchase is \$182,000 which is proposed to be paid by the Town (\$140,000) and the Colchester Land Trust (\$42,000). No new funds are necessary for this purchase. The Towns share would be paid out of the Land Fee in Lieu account which has a balance of \$40,000 and the Land Acquisition Account which has a balance of \$100,000.

Open Space Committee and Conservation Commission Action

The proposed purchase of the 31 acre parcel was presented to the Open Space Committee on June 9, 2009. The purchase was recommended for purchase by a vote of 6-0. The proposed purchase was presented to the Conservation Commission on June 10, 2009. The Commission also unanimously recommended that the Town purchase the property.

The Board of Selectman reviewed the proposed transaction and transmitted the proposal to the Planning and Zoning Commission for a Section 8-24 Municipal planning review.

Land Acquisition Assessment

Parcel Name: Ruby II Map # 3-7
 Owner: Estate of Marie-Claire Flemming Submitted By: P&Z
Lot # 3 Date: 6.8.09

| Criteria | Rating | | | Criteria | Rating | | | Criteria | Rating | | | Remarks |
|--|--------|---|----|---|--------|---|----|---|--------|---|----|-----------------|
| | 0 | 1 | 2 | | 0 | 1 | 2 | | 0 | 1 | 2 | |
| Wetlands, Watercourses, tidal Marshes, Vernal Pools, Etc.. | | | X | Accessibility: roads, utilities | | | X | Identified Purpose | X | | | |
| Productive Wildlife, Habitat, Corridors | | | X | Topography: flat, rolling, steep (High/Low) | X | | | Need | X | | | |
| Presence of Endangered Species | X | | | Adequate Soils Indication | | X | | Buildable Soils | X | | | |
| Natural Features, Waterfalls, Vistas | X | | | Uplands: No Wetlands | X | | | Favorable Topography | | | X | |
| Cultural Features, Historical Features, Archeological, Etc.. | X | | | Adequate size Fields, etc.. | X | | | Accessibility: roads, utilities | | | X | |
| Adjacent to Protected Open Space | | | X | Adjacent to other town owned land | | | X | Favorable Location: Sensible & Convenient | | X | | |
| Identified Priority Area | | | X | Need | X | | | Site: suits Purpose | | X | | |
| Public Watershed aquifer protection zone | | | X | Waterform, lakes, ponds, river or stream | X | | | Alternatives: identified & considered | X | | | |
| Waterform, lakes, ponds, river or stream | X | | | | | | | | | | | |
| Total Score (Class A) | | | 16 | Total Score (Class B) | | | 15 | Total Score (Class C) | | | 10 | Total Score: 38 |

Summary: The Parcel is located within the Sherman Brook, Judd Brook and the Meadow Brook Greenway's & and is directly located within the Cohen Woodlands Focus area. Parcel has a large wetlands system and a stream course located within it and is part of Salmon River Watershed

Notes:
 Parcel scores high in rankings for low and moderate impact uses
 Recommended for purchase of high value trails, education, river access, forest Management..Etc

**APPENDIX B
PROPERTY EVALUATION WORKSHEET**

Natural Resources and Resource Management

Abut or contain a watercourse or waterbody? Yes No

Contain soils identified as potential potable water supplies (stratified drift) Yes No

In the drainage basin of an identified drinking water supply:

Deep River Reservoir Yes No

Cabin/Nelkin Brook Yes No

Judd Brook Yes No

Contain a significant wetland resource:

Open marsh Yes No

Shrub swamp Yes No

Wooded wetland Yes No

Vernal pools Yes No

Has significant flood control value:

Flood plain of unnamed stream

Potential flood storage area of 31 acres

Contains endangered, threatened, or species of special concern Yes No

List

Contains rare or unusual flora or fauna Yes No

List

Contains rare or unusual wildlife habitat Yes No

List

Has unusual forest resources Yes No

Describe

Contains open field/edge habitat: Yes No Is it maintainable? Yes No

Minimum width of 100' and provide a wildlife corridor and/or a buffer from development?

Yes No

Particularly large tract of land, which will provide habitat for those species requiring deep forest cover, rather than edge Yes No

Contains unique natural features, i.e. waterfalls or cascades; unusual glacial deposits or landforms; notable or unusual landforms; ledge or rock outcroppings Yes No

Describe

Cultural Resources/Community Character/Quality of Life

Contain scenic vistas or areas of special scenic quality, or water vistas? Yes _____ No X_____

Specimen trees on the property? Yes _____ No X_____

List _____

Contain roadside stonewalls? Yes _____ No X_____

Known or inferred prehistoric site or archeological resources? Yes _____ No X_____

Built features or remains from the historic period, i.e. foundations, stonewalls, wells, old roads, milldams, structures, etc.?

Yes _____ No X_____

List _____

Contain historic buildings? Yes _____ No X_____

List _____

Identifiable cultural resources, such as a stone animal impoundment or community meeting place

Yes _____ No X_____ List _____

Contain active agricultural use Yes ___ No X_____ Prime agricultural soils Yes _____ No _____

Recreational Opportunities

Trails, connections with other recreational or open space properties Yes X_____ No _____

Adequate public access, or the potential for it Yes X_____ No _____

Suitable for improved/active recreation (ball fields, etc) Yes _____ No X_____

Close to municipal facilities, which may provide parking Yes X_____ No _____

Contribution to Greenway

Form a connection with other protected properties or municipal facilities Yes X_____ No _____

Within a State designated greenway

Judd Brook Greenway Yes X_____ No _____

Meadow Brook Greenway Yes X_____ No _____

Pine Brook Greenway Yes X_____ No _____

Abut the Airline Trail, Colchester Spur, or potential trail right of way, such as old town roads

Yes _____ No X_____

Other Considerations

Important in managing residential growth (development avoidance) Yes X_____ No _____

Constitutes important remaining open parcel in otherwise built area Yes X_____ No _____

Recognized by local residents as particularly important to preserve Yes X_____ No _____

By sheer size or location it provides a nucleus for a future greenway Yes _____ No X_____

September 11, 2009

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Conservation Commission and Zoning & Planning Commission

From: Salvatore A. Tassone P.E. – Town Engineer

A handwritten signature in black ink, appearing to read "Sal Tassone", is written over the printed name.

Re: Grading Plan prepared for Cody Camp Memorial Field, Halls Hill Road – Colchester Connecticut,
By Dutch & Associates, dated September 8, 2009.

- 1) Provide dimensions for proposed dugouts and indicate finish floor elevations on plans. Also show associated grading around dugout structures.
- 2) Indicate type/size of stone for proposed riprap splash pads and note dimension of splash pads.
- 3) The 6" PVC piping between proposed lawn drains should be a curtain drain system consisting of filter fabric wrapped; perforated pipe encased in a crushed stone trench to help control any groundwater present in the earth cut areas. If desired, the top 6-inches of the curtain drain can be backfilled with topsoil placed over filter fabric to protect the crushed stone trench. Provide a construction detail for the curtain drain system.
- 4) Will there be a score board on site? If so, show location on plans.
- 5) Provide a proposed seeding/turf establishment schedule for baseball outfield and other disturbed lawn areas.
- 6) Per the previously drafted agreement between Cody Camp and the town, need to post a site restoration bond in the amount of \$11,355.00 prior to commencing any earth moving/construction activity.