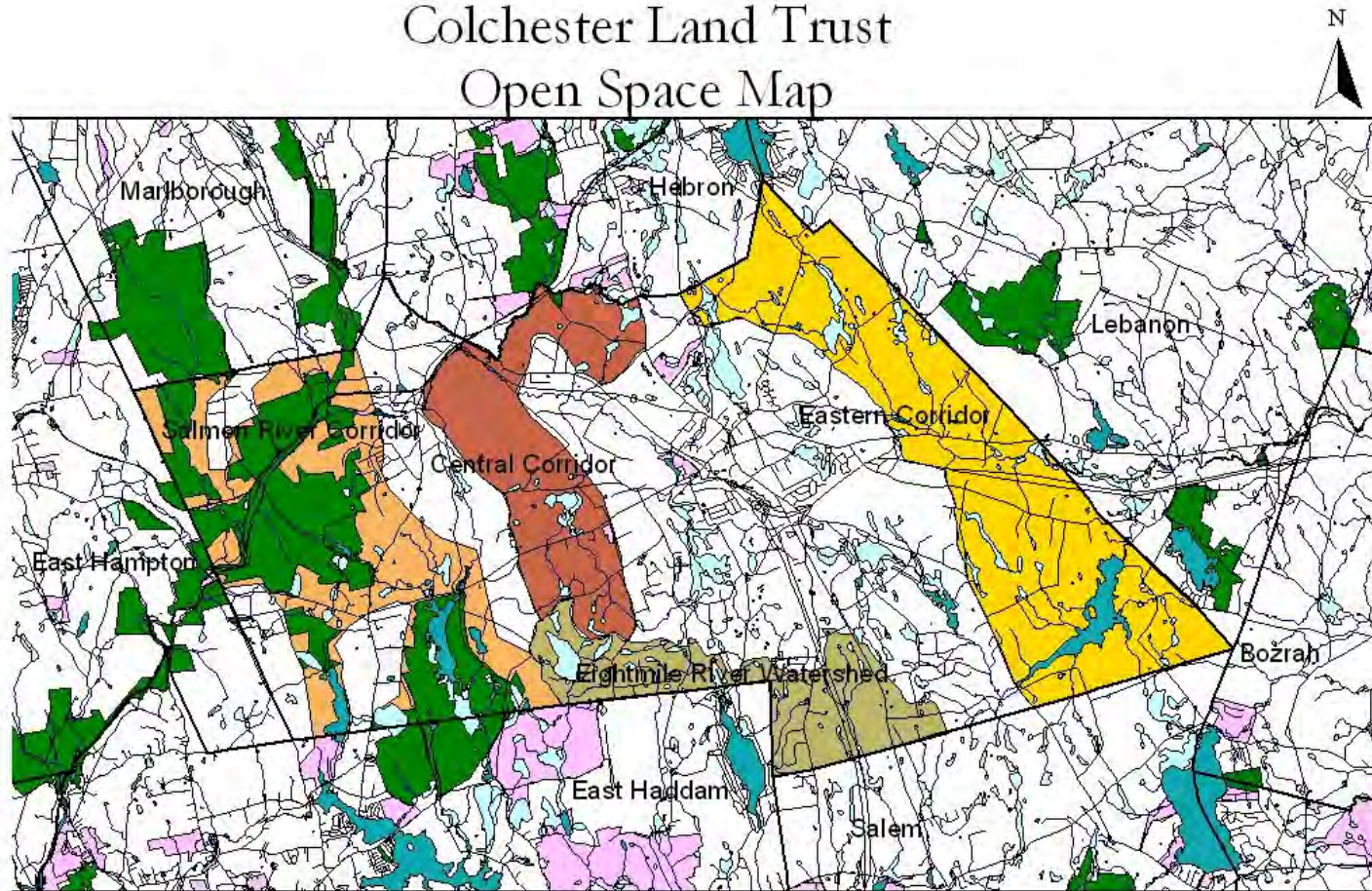


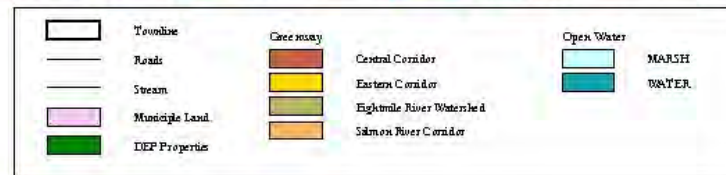
# Standard 8A - Strategic Conservation Planning

## Colchester Land Trust Open Space Map



8000 0 8000 16000 Feet

Prepared by:  
Colchester Land Trust  
May 31, 2006



## Standard 8 B2 - Sample Project Selection Criteria

Criteria	Score
Aquifer protector	0
Scenic quality	0
River and stream protector	0
Links to existing open space	0
Farmland	0
Historic significance	0
Land suitable for passive recreation	0
Significant wildlife	0
Size	0
Provide relief from high density land use	0
<b>Total</b>	<b>0</b>

Rate each item 1 - 10

No project below 40 should be considered

Project 40 - 50 deserves reserved consideration, low priority

Project 50 - 60 needs further investigation, but is a mid priority

Project 60 - 70 is a high priority, deserves funding

Few projects will rank above 70,

if so, no question as to conservation value

Ask each board member to complete criteria independently  
and take a consensus of the board

# Colchester Land Trust Conservation Project Checklist

**Date Initiated:** 6/1/2015

**Owner Name(s):** [Click or tap here to enter text.](#)

**Property Address:** [Click or tap here to enter text.](#)

**Mailing Address:** Same

**Telephone:** [Click or tap here to enter text.](#)      **E-Mail:** [Click or tap here to enter text.](#)

**Notes:** NRCS ACEP-ALE grant

## Initial Landowner Contact

Initial landowner contact (e.g. telephone call, personal visit, other)

Was contact initiated by  land trust or  landowner?

Obtain phone number, address, and other relevant contact info

Prepare conservation easement info packet and provide to landowner to review

Meeting/Discussion with Landowner(s): Date: 7/6/2015

Mission of Colchester Land Trust

What a land trust is, its tools, and its role

Conservation purposes, protection implications and land-use restrictions

Process involved in the preservation/conservation of the land (board approval process, public benefit test, etc.)

If mortgage, discuss the requirement for mortgage subordination and provide mortgage subordination template

Importance of legal and financial advice

Landowner's goals for property

Conservation easement stewardship fund donation

Notes: Need the money, Gary in poor health, owe back taxes, wish to keep as horse farm

Site Visit for initial assessment of property's conservation values and identification of any potential issues regarding current use or condition of property

Date: 1/2/2015

Identify permitted uses that can be allowed

Notes: [Click or tap here to enter text.](#)

## **Conservation Value and Public Benefit Review**

- Develop GIS based maps and identify natural, scenic, and historic resources
- Confirm zoning and subdivision regulations
- Review title, legal descriptions and boundary survey/description
- Using land trust's criteria and IRS requirements, evaluate conservation values and public benefits
  - Decline project if conservation value and/or public benefit criteria are not met
- Determine best way to protect conservation value, i.e., if fee ownership or conservation easement is most appropriate and feasible

Notes: There is a mortgage that will need to be subordinated and some liens and back taxes that need to be paid off.

## **Project Planning and Due Diligence**

- Obtain board approval to go forward with the project  
Date: 9/2/2016
- If fee acquisition, contact potential project partners
- Develop appropriate agreement identifying roles and responsibilities of each party
- For fee acquisition, conduct a phase 1 environmental assessment
- For fee property, obtain a written donation or sale agreement from the landowner
- For fee acquisition, obtain an appraisal
- If conservation/agricultural easement, discuss potential easement terms with landowner
- Draft the easement, working cooperatively with the landowner or landowner's attorney
- For CE donation, request a contribution to CE Stewardship Fund from landowner; if declined, develop plan for obtaining stewardship funding
- Obtain proof of mortgage subordination, if applicable
- For conservation donation (CE or fee) inform landowner of tax code and appraisal requirements, including information on filing Form 8283 and statement that LT will not knowingly participate in a project where it has significant concerns about the tax deduction.
- If necessary, discuss any issues of concern identified during site visit and how to address them, such as trash, unclear boundaries, etc.
- Investigate title, clear title encumbrances and determine title insurance needs
- Obtain title insurance, if necessary

Determine if any additional technical expertise (financial, real estate, tax, scientific, natural resource conservation, etc.) is needed to complete project

Secure acquisition funding, if required

**Error! Not a valid bookmark self-reference.**

Document any conflicts of interest involving land trust insiders, and action taken to manage them

Notes: [Click or tap here to enter text.](#)

### **Board Approval**

Prepare and distribute complete information on project to board along with draft approval resolution

Board reviews and approves transaction      Date: [Click or tap to enter a date.](#)

Notes: [Click or tap here to enter text.](#)

### **Pre-Closing**

For CE, prepare baseline documentation, present to landowner, and make necessary changes following landowner review

For conservation donation, request and review landowner's appraisal

Obtain legal review of closing documents from land trust counsel

Notes: [Click or tap here to enter text.](#)

### **Closing**

For CE, landowner and land trust representative sign acknowledgement of baseline documentation report

For CE, landowner and land trust representative sign easement deed in presence of notary  
Date: [Click or tap to enter a date.](#)

Sign form claiming tax exemption for transaction

Sign other closing documents, as required.

If purchase or bargain sale, give check to landowner

Accept stewardship contribution, if offered by landowner

Record conservation easement

Notes: [Click or tap here to enter text.](#)

### **Post Closing**

Prepare and send to landowner acknowledgement letter for conservation donation and stewardship contribution, in accordance with Section 170(f)(8) of the Internal Revenue Code and Section 1.170A-13(f) of the Treasury Regulations.

Prepare and send to landowner and funders (if any) letter of appreciation from the board chair

If CE, send copy of recorded conservation easement to landowner

If conservation donation, sign IRS-8283 after reviewing landowner's appraisal.

If fee acquisition:

Develop management plan

Apply for exemption from local property taxes

File all project related documents according to land trust recordkeeping policy

Notes: [Click or tap here to enter text.](#)



May 1, 20XX

Dear Mr. Conservation owner  
C/o Attorney for owner

Dear Conservation Donor,

On behalf of Colchester Land Trust, Inc. (CLT,) I would like to thank you for your consideration of a conservation easement. We are pleased to be working with you and/ or your attorney to complete this important conservation project. I would like to take this opportunity to brief you on where this process stands in hopes that this will clarify our understanding of this offer and the process of review and acceptance by CLT.

At this juncture, we are aware of the location and approximate area of the land on which you want to propose donating a conservation easement. An A-2 survey map of the subject property to the easement is needed to file with the easement document. We understand this map is either complete or you will take steps to complete a survey.

At the same time, we must determine the terms of the conservation easement. For this purpose we will provide your attorney with a basic easement document for your review and consideration. The key part of this document, the "Reserved Rights" section especially needs to be reviewed by you and found acceptable. The easement document must also be acceptable to CLT and we must in accord with IRS requirements be satisfied that the conservation values on the property will not be harmed by any retaining rights set forth in the easement.

The committee of the Board of Directors will review the draft easement as soon as it is available and the map as well. If they accept the terms and map, they make a recommendation of approval to the Board of Directors. This committee will be meeting early in December to review your easement proposal and decide upon recommending acceptance to the full Board for action to at its December 14<sup>th</sup> meeting. It is important to stress that the Board of Directors and only the Board can approve acceptance of the easement and its related terms.

We are well aware of the importance of time on your request. We will work closely with your attorney in an effort to accomplish this goal in accord with your wishes. In our mutual interest of due diligence, a timeline for a successful conservation easement project may well be 12 months or more.

Also, it is the policy of CLT that with each easement we accept, we must make contributions to our general stewardship and defense funds on behalf that perpetual agreement. These will provide the funding in order to maintain your agreement for generations to come. We estimate the amount needed for your easement to be \$XXXXX. Approximately 90% of that amount will go into the

Stewardship Fund; the balance will go toward our legal Defense Fund. We will ask that you, as an easement donor, consider a contribution of a portion of that amount. A typical donation would be 20% of the above. If you are unable to do so, the Trust certainly understands, but must anticipate raising the entire amount. Your guidance with neighbors and others who may benefit from your generosity is greatly appreciated. We cannot consider the donation of your easement complete until this stewardship is funded. We are willing to discuss funding options with you for your consideration. Colchester Land Trust, in accepting your conservation easement, accepts the perpetual responsibility to monitor that easement and enforce its terms.

Finally, as you may know, in accord with IRS requirements, you are required to prepare a baseline documentation report along with the conservation easement, which establishes the condition of the property at the time of the easement donation. At your request, we will prepare this report and request reimbursement for this expense, which we expect will not exceed \$XXXXX.

Thank you again for considering Colchester Land Trust. We very much look forward to working with you to complete this valuable conservation donation.

If you have any questions, do not hesitate to contact us at any time at XXX-XXX-XXXX

Sincerely your,

Colchester Land Trust, Inc.

An example of an easement with specific reference to “Prohibited Uses and Reserved Rights” sections must be attached to this letter.



Dear Conservation Easement Donor,

We want to take this opportunity to thank you for your consideration of a conservation easement donation to the Colchester Land Trust. This is a major undertaking for all of us and we wanted to outline a few steps we will be taking over the coming weeks, to assure our agreement is in everyone's best interest. We both want a binding document, made with proper records and funding to be sure your wishes are carried out in perpetuity.

First, we strongly recommend that you obtain the advice of independent legal and financial counsel. These advisers should be familiar with land use issues, easement transactions and IRS requirements. If you do not have an individual who you feel can provide that support, our Trust has a list of local attorneys and financial advisors who you may contact.

Next, we ask that the landowner list the conservation values you believe the Land Trust should consider to accept this easement. Our board will meet shortly to assess the proposal and all conservation easements must benefit the community by maintaining open space values of scenic beauty, wild life habitat, clean water and or it's proximity to other protected land. No one knows your land better than you do, so we ask that this process start with your conservation intentions. This is a board decision only. No individual can assure you that an easement will be accepted on behalf of the Trust

The criterion to make that decision is enclosed. We use this to rank various aspects of your land and rate your offer for our consideration. If the board passes a motion to initiate your offer, you will be notified in a second letter, outlining the process in more detail. Here are a few steps you should consider to complete this process.

The landowner is responsible for an A-2 survey, which is needed to document the size and location of the property under consideration. Any "envelopes" you wish to exclude from this agreement must be shown in this survey. Again, if you do not have the name of a surveyor, we can provide you with a list of names.

Your property must have an appraisal within 60 days prior of the signing of our agreement, which you should provide. This will become the basis for your IRS valuation, so having a accurate and reliable appraisal is critical to your tax filing and IRS acceptance of your deductions. The Trust can not authenticate your easement evaluation or any IRS claims.

We have also enclosed a typical easement document for your review. There will be a section created for you called "Reserved Rights." This will outline all of the specific rights to be transferred and enforced pursuant to your land. You should consider what you wish to include in this section, keeping in mind the enforcement of certain rights adds to the cost of perpetual stewardship.

We will need to address financing the stewardship and legal defense of our agreement. While your easement provides many financial opportunities for you, our Trust accepts the liability of monitoring and enforcing our agreement for literally hundreds of years. We must plan for this funding at the outset to ensure your wishes are carried out with future owners of your property.

We need to do a title search. Our final agreement must take into account all owners and liens. We must construct this agreement under all appropriate federal and state laws. Our Trust follows the Land Trust Alliance's "Standards and Practices" which provides standardized procedures to assure fairness to both you and the Trust. Should you have any question in this regard, we will be glad to provide their practices to you or feel free to visit their web site, [www.lta.org](http://www.lta.org).

This process will take some time. We understand your eagerness to complete the agreement, but typically, a conservation easement will take about 12 months to complete. Our trust must create environmental baseline documentation, secure stewardship funding and be sure the best easement document is provided for you, for your assurance that your wishes will be carried out forever. This takes time and we must do it properly for your protection.

**Colchester Land Trust  
Stewardship Calculator  
4/6/2014**

**Stewardship Cost Estimate:**

Management Plan Preparation (Fee) \_\_\_\_\_

Baseline Documentation (Easement) \_\_\_\_\_

Landowner Relations (Easement) \_\_\_\_\_

Enforcement (Easement) \_\_\_\_\_

Grantee Approvals (Easement) \_\_\_\_\_

Annual Monitoring \_\_\_\_\_/yr

Administration \_\_\_\_\_/yr

**Risks/High-Cost Scenarios:**

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**Fee only:** Special Start-up Costs (e.g. habitat restoration, creation of trails or infrastructure, special signage, site cleanup, outreach to neighbors and community, ecological/biological surveys, brochures/maps, fencing, etc.):

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**Fee Only:** Ongoing Management Costs (e.g., invasives control, trail maintenance, habitat maintenance, mowing, etc.):

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Estimated Per-Annun Cost: \_\_\_\_\_

Principal Needed to Generate Income

Equal to Per-Annun Cost: \_\_\_\_\_

**Stewardship Commitment/Assessment: \$** \_\_\_\_\_

Rhode Island Conservation Stewardship Collaborative

## Baseline Documentation and Inventory Protocol, Version 2.1



September 2014  
Revised June 2017

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Conservation Biologist



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**Project Goal:**

To develop a standard protocol for documenting conservation values with a baseline documentation report, or baseline inventory, on protected land in Rhode Island.

**Project Description:**

There is currently no uniform protocol for preparing baseline documents on conservation land in Rhode Island. The purpose of a Baseline Documentation Report (BDR) is to document the existing condition of the property and its conservation values at the time it is conserved. For transactions that may generate tax benefits, the Internal Revenue Service requires that a land trust maintain “documentation sufficient to establish the condition of the property at the time of the gift.” In addition, BDRs provide a baseline for future stewardship and monitoring, and may generate information that informs management decisions.

The purpose of this project, undertaken by the Rhode Island Conservation Stewardship Collaborative, was to:

- Provide a basic understanding of the importance of developing baseline documentation on conserved lands;
- Develop a protocol outlining the information that should be included in a BDR for it to be lasting and effective;
- Identify resources for obtaining property-specific information;
- Share model documents for representative properties throughout the state.

Each property, and each conservation group, is unique. This protocol seeks to provide information as simply and accessibly as possible, while still maintaining standards that provide a sound foundation for future stewardship to ensure that our conservation efforts today truly can be maintained and enforced in perpetuity.

This document is provided as guidance for conservation groups in Rhode Island. It conveys no regulatory authority. While we have made an effort to provide recommendations that reflect best management practices, land trusts seeking national accreditation should refer to guidelines provided by the Land Trust Accreditation Commission (<http://www.landtrustaccreditation.org/>).

**Acknowledgements:**

2017, Version 2.1 (by Carol Lynn Trocki)

Additions to Version 2.0 include guidance specific to properties with the United States of America, Natural Resources Conservation Service (NRCS) as a holder or funder. Thanks to Brunilda Venez and Joseph Blanchard at RI NRCS for their valuable input.

2014, Version 2 (by Carol Lynn Trocki & Scott Ruhren)

The following people offered advice and guidance in preparation of the 2014 version:

Pete August, Rupert Friday, David Gregg, Julie Sharpe, Linda Steere

2009, Version 1 (by Scott Ruhren)

The following people offered advice and guidance in preparation of the 2009 version:

Sharon Marino, Christopher Modisette, Jennifer West

## Preparing a Baseline Documentation Report

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### Why do a BDR?

Baseline Documentation Reports document the conservation values inherent to a property and are essential to the permanent protection and legal defense of protected land. The preparation of BDRs is a core *Standard and Practice* promoted nationally by the Land Trust Alliance and provides a 'baseline' against which future monitoring, management, and enforcement efforts can be measured.

If a conservation transaction qualifies as a charitable deduction and the donor(s) can receive tax benefits, the IRS requires that a BDR be completed. The documentation is meant to provide specific information about the conservation values of the property and must be signed by the donor and a representative of the done organization affirming that the documentation is an accurate representation of the property prior to transfer.

A BDR also provides the basis for all future monitoring and enforcement activities, which necessitates that it portray a clear and accurate representation of the property at the time of completion. Information collected in a BDR is often the basis for management planning decisions and can be a great source of public interest and community outreach material for land trusts and conservation groups. Landowners and donors generally love them, as they celebrate the unique and valuable attributes of each individual piece of land.

### What is a BDR and what is it not?

BDRs are static documents, meant to be a snapshot in time. While they can be supplemented and upgraded as new information and resources become available, the original document should always be maintained in an unaltered form.

It is important to be reasonable when assessing the resources available to complete a BDR. While a primary purpose is to document existing conservation values, the detail with which this is undertaken is somewhat subjective. In general, priority should be given to documenting property boundaries and existing human-made features that will be the basis of future monitoring efforts, as well as describing general characteristics and features of the property that qualify its conservation purpose.

The facts are the facts. BDRs document the best available information at the time of creation, given the resources available. A BDR completed in November for a last minute deal at the end of the tax year cannot offer a comprehensive list of species active during other seasons. Four hours of field time is not enough to generate a complete inventory of existing flora. When creating a BDR, use the best available resources as wisely as possible and then reference whatever unavoidable limitations constrain your efforts. If outside materials or sources are used, be sure to provide explicit and accessible citations.

A BDR is fundamentally different from a Management Plan, though at times (especially for fee owned properties) they may be merged into a single document. While a Management Plan may contain guidance and policy governing the stewardship of a property's conservation values, a BDR is simply meant to objectively document their existence. A Management Plan catalogues and attempts to address threats to the integrity of existing conservation values. A BDR simply documents the facts at the time of the transaction.



## **Best Practices for BDRs**

Ideally, a BDR should be created for each individual property at the time of the conservation transaction. An accepted BDR should be signed and acknowledged by all involved parties (both grantor/seller/donor and grantee/accepting conservation organization). If the mechanism for conservation is a Conservation Easement or other form of Conservation Restriction, the BDR should provide adequate information for future monitoring and enforcement and should be directly referenced as an Exhibit to the primary legal document.

Many organizations do not publically record BDRs with their easements due to the associated expense or concerns about landowner privacy. However, if conservation values are being protected in the public's interest, regardless of whether or not properties remain privately owned, adequate documentation of these conservation values should be a matter of public record. In addition, publically recorded documents are archived, fire safe and readily accessible, insuring their availability for future enforcement or legal defense.

At a minimum, a BDR should include a complete property description, summary of existing conservation values, appropriate resource and/or boundary maps, and boundary photo documentation. If the property in question was protected in partnership with the United States of America, Natural Resources Conservation Service (NRCS) as either a co-holder or a funder, you should contact the District Conservationist for the pertinent county for additional guidance on information that may be required (contact information can be found on the RI NRCS website).

## **Who prepares them?**

BDRs can be prepared by skilled volunteers, paid land trust staff, college-level interns, professional conservation biologists, and every imaginable combination of these options.

## **What goes into a BDR?**

Basic Property Information.

This section should include the permanent file name for the property, a brief description of donor/transaction history, orienting information (street address, plat/lot), acreage, general land description (farmland, woodland, subdivision open space, publicly accessible, etc), protection type (conservation easement, deed, or other), and landuse history (as available). Plat maps, survey plans, and road maps using aerial or satellite photography can support this element.

Statement of Intent.

This may be found as a 'Statement of Purpose' within an associated Conservation Easement, or could more generally reference the organization's mission. This section provides a brief description of the purpose for conserving the property.

Property Description

Property boundaries should be clearly identified, within the BDR, as well as in the field. A description of surrounding landuse and landscape context is also helpful. Is the property a wooded parcel in a rural area? An urban park in a heavily developed neighborhood? Is it adjacent or nearby to other protected land?

This section may also describe the topographic setting (is the property very steep? nearly level?), hydrologic setting (drainage, watershed) and the mapped soil types that are present. A topographic map and soil survey map can be used to support this description.

#### Conservation Values Documentation

The conservation values described within the BDR will be specific to each property. Some of the common elements you might consider are:

- **Agricultural/Forestry Values** – Is the property currently farmed? Was it farmed historically? Does it contain Prime Farmland Soils or Soils of Statewide Importance for Agricultural? Is agriculture an important element of the surrounding landscape? Are forest products derived from the property, or might they be in the future?
- **Wetlands** – Does the property contain wetlands? Of what type? Freshwater or coastal? Are there any rivers or streams on the property? Wetlands maps that are not developed as part of a regulatory boundary determination should include the disclaimer ‘not RIDEM verified’ or ‘not intended for regulatory use’.
- **Water Resources** – Does the property contain significant water resources, in addition to wetlands? Is it in a drinking watershed? Within a wellhead protection area? Or a sole source aquifer? Groundwater resources (recharge areas, groundwater quality standards) may also be of interest to include, especially in communities that rely on well water.
- **Flora & Fauna** - Every BDR should contain an inventory list of flora and fauna documented on the property. In many cases, BDRs are drafted after only a single site visit, so inventory lists will not be a complete representation of the vegetation and wildlife using the property year round. Instead, focus on cataloguing the natural community types that are present on the site, and the representative plant species characteristic of them. Are any rare plant or animal species known to inhabit the property? If rare species habitat exists, that can be noted as well, provided documentation of its use (or unknown use) is clearly stated. Are invasive species present? Does the property provide landscape connectivity of benefit to wildlife?
- **Historic and Cultural Values** – Are there any known historic resources located on the property? Does it fall within a historic district, or contain a historic site, designated by the National Historic Register? Does it contain a historic site recognized by the RI Historic Preservation Commission for candidate listing? Does it contain a historic cemetery? Or historic fieldstone walls, recognized by many communities as a valuable cultural resource?
- **Educational & Recreational Values** – Does the property contain resources with educational value? Is public access or recreational use a part of the property’s conservation value? If so, is use passive or active? What community is served?
- **Scenic Values** – Whether or not it is publically accessible, does the property provide scenic and/or aesthetic value? Is it visible to the public? Does it contain frontage on a public road or waterway? Is it located within a State-designated scenic area?

### Documentation of Human-made Features

It is critically important that a BDR document all human-made features existing on a property at the time it is conserved. Structures, roads, trails, utility infrastructure, dams, walls, fencing and other indications of human alteration should be cataloged and photographed for future monitoring and enforcement reference.

### Boundary Photo Documentation

Photos documenting the property's boundaries and existing condition at the time of the conservation transaction (or as soon thereafter as possible) should be taken from locations that can be readily relocated during future monitoring visits - such as permanent boundary markers, trail/wall/road intersection points, or other distinguishing locations. Digital photos should be date-stamped and hard copy photo documentation should be signed and dated by the photographer. Each photo should be linked to a specific location (photos can be numbered with corresponding locations indicated on a property map) and be accompanied by text describing the orientation of the photographer when the photo was taken.

The 'Suggested Baseline Documentation Report Format' and 'Links & Online Resources' sections that follow may be helpful in setting up your BDR and finding appropriate local sources of information to reference each of the components described above.

***For properties with restrictions held by the United States of America, Natural Resources Conservation Service (NRCS) or receiving funding through NRCS, additional baseline documentation may be required. Contact the District Conservationist for the county in question for more information. A list of staff contact information can be found on their website: <https://www.nrcs.usda.gov/wps/portal/nrcs/site/ri/home/>***

## Suggested Baseline Documentation Report Format

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Acknowledgements and Signatures (acknowledge and accept the document in its entirety; should be signed and dated by both grantor and grantee if Conservation Easement)

1. Land Information
  - Owner Information
  - Parcel Data (e.g., plat, lot, acreage, street address)
  - Land Description (general description and current land use)
  - Conservation Easement Name
  - Conservation Easement Information (brief description, references to recorded book/page)
  - Conservation Values, Uses, and Restrictions (summary as recognized in CE or deed)
  - Land-use History (from historic aerial or others as available, previous land uses)
2. Purpose of Protection or Use
  - Statement of purpose from land conservation organization (often found in Conservation Easement or Deed)
3. Property Description (as appropriate)
  - Boundaries - landscape position, surrounding land use
  - Topography
  - Soils survey map
  - Agricultural values (if appropriate, current or historic)
  - Wetlands – freshwater & coastal resources; vegetated, open water, rivers & streams
  - Water resources - ground water, surface water supply area, drainage basin / watershed
  - Flora and fauna list - wildlife values, natural communities, species of conservation concern, invasive species
  - Historic, Educational, Cultural, Recreational and Scenic Values
  - Roads and trails (existing)
  - Structures, human disturbances, alterations
4. Photo Documentation of Parcel
  - Listing of Photos –date, photographer (with signature), locations and views shown
  - Photo location map
  - Photos – perimeter boundaries, others representative
5. Maps for clear depiction of the following:
  - Copy of Plat Map
  - Copy of Survey Plan (if available)
  - Aerial photographs showing property location, boundaries, etc.
  - Topographic map

- Soil survey map
- Wetlands (with disclaimer “Not RIDEM Verified”, “not intended for regulatory use”)
- Watersheds
- Other plan maps (context for protection, existing trails etc.)
- Nearby protected lands and open space, trails, connectivity

6. Appendices

- Preparer’s qualifications
- Recorded deeds (as appropriate)
- Additional survey plan (if not included above)
- Any additional property Exhibits: metes and bounds description, other restrictions, funding conditions, etc.

## **Links & Online Resources**

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### **Model BDRs from Rhode Island**

<http://www.landandwaterpartnership.org/documents/Ballard.pdf>

<http://www.landandwaterpartnership.org/documents/Bradner.pdf>

<http://www.landandwaterpartnership.org/documents/Hopkins.pdf>

<http://www.landandwaterpartnership.org/documents/Ray.pdf>

### **Additional Links to BDR Resources**

Rhode Island Land and Water Partnership – Online Library  
Land Stewardship Resources

<http://www.landandwaterpartnership.org/library.php>

Land Trust Alliance Standards & Practices: Standard 11 – Conservation Easement Stewardship  
<http://www.landtrustalliance.org/training/sp/lt-standards-practices07.pdf>

Land Trust Accreditation Commission Guidance Document: Practice 11.B  
[http://s3.amazonaws.com/conservationtools/s3\\_files/1083/AccredCom-BaselineGuidance2011sep.pdf?AWSAccessKeyId=1NXAG53SXSSG82H0V902&Expires=1386357611&Signature=JG3trqAWvdV7uoPrgArlZfQ33Q0%3D](http://s3.amazonaws.com/conservationtools/s3_files/1083/AccredCom-BaselineGuidance2011sep.pdf?AWSAccessKeyId=1NXAG53SXSSG82H0V902&Expires=1386357611&Signature=JG3trqAWvdV7uoPrgArlZfQ33Q0%3D)

Land Trust Alliance Publication: Conservation Easement Stewardship  
[http://iweb.lta.org/Purchase/ProductDetail.aspx?Product\\_code=CURR\\_CESTEWARD](http://iweb.lta.org/Purchase/ProductDetail.aspx?Product_code=CURR_CESTEWARD)

IRS Conservation Easement Audit Techniques Guide  
<http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Conservation-Easement-Audit-Techniques-Guide>

### **Inventory and Mapping Resources**

RIDEM Environmental Resources Maps  
<http://www.dem.ri.gov/maps/>

Rhode Island Digital Atlas  
<http://www.edc.uri.edu/atlas>

NRCS Soil Survey Mapping  
<http://websoilsurvey.sc.egov.usda.gov/>

Rhode Island Conservation Stewardship Collaborative: Maps to Support the Work of RI Land Trusts



<http://bit.ly/tUhyDp>

Rhode Island Conservation Stewardship Collaborative: Maps to Support the Work of RI Land Trusts

<http://www.arcgis.com/home/webmap/viewer.html?webmap=87e6b692db834d62bfa0d6609c9fd5db>

Vision Appraisal

<http://www.vgsi.com/vision/Applications/ParcelData/RI/Home.aspx>

RIGIS Historic Aerial Photos

<http://www.edc.uri.edu/rigis/data/imageryBaseMapsEarthCover.html>

RIGIS Data

<http://www.edc.uri.edu/rigis>

Bing Maps

<http://www.bing.com/maps/explore>

Google Maps

<http://maps.google.com>

## **Resources for Local Expertise and General Species Identification**

The Rhode Island Natural History Survey

[www.rinhs.org](http://www.rinhs.org)

NatureServe Explorer

[www.natureserve.org/explorer](http://www.natureserve.org/explorer)

Rhode Island Ecological communities Classification

<http://www.rinhs.org/wp-content/uploads/ricommclass.pdf>

Rare Native Plants of Rhode Island

[http://www.rinhs.org/wp-content/uploads/ri\\_rare\\_plants\\_2007.pdf](http://www.rinhs.org/wp-content/uploads/ri_rare_plants_2007.pdf)

Invasive Plant Atlas of New England

<http://www.eddmaps.org/ipane/>

Rare Native Animals of Rhode Island

[http://www.rinhs.org/wp-content/uploads/ri\\_rare\\_animals\\_2006.pdf](http://www.rinhs.org/wp-content/uploads/ri_rare_animals_2006.pdf)

US Fish & Wildlife Services – Ecological Services, Northeast Region

<http://www.fws.gov/northeast/EcologicalServices/endangeredspecies.html>

Cornell Lab of Ornithology – bird identification

<http://www.allaboutbirds.org>

Amphibians of Rhode Island

<http://www.uri.edu/cels/nrs/paton/amphibs.html>



## CONSERVATION EASEMENT MONITORING PROCEDURE

### INTRODUCTION TO A CONSERVATION EASEMENT:

#### Land Steward Responsibilities:

1. What is a Conservation Easement?
2. Review of *Guidance Document: Indicator Practice 11C. Easement Monitoring* (Land Trust Accreditation Commission [www.landtrustaccreditation.org](http://www.landtrustaccreditation.org))
3. Review of PALTA (to understand conservation easement documentation for updates)
4. Overview of Schedule of Easements for Review
  - a. Select Drive Y: Easements (shared drive for LCC staff)
  - b. *Easement Monitoring Schedule*: Create for new year as appropriate based off of most current year & discussion with Director of Stewardship (DOS)
  - c. It is recommended that certain easements be completed during late winter/spring or in fall due to plant density restricting passable entrance and/or to avoid hunting season

### STEPS TO A CONSERVATION EASEMENT MONITORING:

1. **Review the easement file to understand site conditions and history** of the easement and current owner (s)
  - a. Print a copy of the prior year *Conservation Easement Annual Monitoring Report* to review remarks and/or potential or confirmed violations for that easement
  - b. Highlight any potential violations/remarks about the easement to follow-up
  - c. Print a map of the easement (identify multiple easement holders by name/address, and note road/stream locations, etc.); use of GIS map maker for new and/or revised maps
  - d. Note any change in Ownership: if in doubt do a deed search online: *Lancaster County Office of the Recorder of Deeds*, click on *Search Public Records* <http://www.lancasterdeeds.com>
    - i. Create an account and/or sign in as a guest; in *Specific Criteria* type easement holder's last name and municipality (Township); click search and find records
    - ii. Print easement document if not already on file
  - e. If change in ownership, prepare introduction letter with explanation of easement, explain stewardship program, and answer questions from new owners if new contact information is received
  - f. **NOTE:** New owners are not always identified in the *Recorder of Deeds* so make every attempt to visit the easement owner during the scheduled site visit as a way to connect and verify ownership status; sometimes the deed does not include and/or reference the easement
2. **Prepare initial letter with introduction to appropriate landowner where LCC holds an easement**
  - a. Mail letter approximately 1-week prior to scheduled site visit (**NOTE:** The Reserve easement property owners requires a 15-day notice in advance as per the *Grant of Conservation Easement* dated 8/22/97); "visit the week of \_\_\_\_\_"



## CONSERVATION EASEMENT MONITORING PROCEDURE

- b. Unless no request to attend site visit is received for scheduling, visit the site as per monitoring schedule
  - i. **Exception:** Be sure to schedule site visits with Lancaster Farmland Trust if available since easements are monitored jointly (**Minnich, Harnish, Brady, & Bear**)
  - ii. **Exception:** The LGH *Protection Agreement Monitoring Report* should also be copied to Joshua Karns, PEC (Pennsylvania Environmental Council), Project Manager as part of our agreement to monitor this easement
- c. If a change in contact information is received after introduction letter is mailed make a copy for file and amend the letter to reflect changes

### 3. Conducting a Site Visit (with or without landowner in attendance)

- a. Dress appropriately for the site visit due to site/weather conditions (boots/outdoor gear)
- b. Create a file folder for the easement (Pull prior Conservation Easement document from file for review and/or review digital files); a clipboard is helpful for writing
- c. Take a copy of the CE map with details along to review boundaries and terrain
- d. Be sure to take a digital camera for photos of the CE (minimum of 5 photos) or use smart phone or tablet
- e. Upon arrival make a general observation of entrance to site and if feasible knock on property owner door to let them know you are onsite and conducting the monitoring; offer them any educational material available
- f. Note any significant compliance issues (trash, disturbance by invasive species or other, dumping, etc.) or potential violations
- g. General overview of flora and fauna communities (native/non native/level of disturbance & regeneration) and weather conditions
- h. Check for boundaries and mark with Conservancy property boundary signage if clearly known
- i. Review your notes then write report

### 4. Write the *Conservation Easement Annual Monitoring Report & Easement Inspection Letter*

- a. Update the report format (if not completed already)
- b. Review data for accuracy, note observations, and remarks from site visit including weather conditions, highlights, potential violations or concerns, etc. (especially property ownership info)
- c. Review the photos taken of any unusual issues and/or exceptional flora/fauna communities, etc.
- d. Upon completion of the draft report send to DOS for review
  - i. Print (2) copies of the *Conservation Easement Annual Monitoring Report* in 2-sided book format and in color
  - ii. Inspector and Direction of Stewardship (DOS) should sign both report copies (property owner who holds our easement keeps one copy and other is returned to the Conservancy for our records)



## CONSERVATION EASEMENT MONITORING PROCEDURE

- iii. Scan a copy of the Conservation Easement Annual Monitoring Report with the Inspector and DOS signatures (in the event that the property owner does not return a signed copy)
- e. Create an *Easement Inspection Letter* to inform the easement owner of your site visit and report any issues with the easement
  - i. Make a copy of the signed *Easement Inspection Letter* for the file
  - ii. Mail the *Easement Inspection Letter* original with the (2) signed copies of the *Conservation Easement Annual Monitoring Report* to the easement owner for review and for his/her signature (s)
  - iii. Include a return Conservancy mailing envelope and weigh for appropriate postage on postage scale
  - iv. Keep the copy of the letter on file (write mailed date in corner for your reference)

### 5. Managing incoming and outgoing Conservation Easement documentation

- a. Use the *Conservation Easement Owner Checklist Report* (current year) to monitor status of easement incoming/outgoing documentation; review prior year for details
- b. The checklist helps the Inspector track easement owner documentation and communication for potential changes; this report is helpful for creating a end of year report
- c. Upon receiving the signed copy of the *Conservation Easement Annual Monitoring Report* note any changes made by the easement owner
  - i. Update the checklist report as needed
  - ii. Scan the signed copy of the *Conservation Easement Annual Monitoring Report* to the appropriate easement file
  - iii. Attach copy of easement inspection letter with hard copy of received report then file

### 6. Easement Owner Changes (Examples include: timber harvest, building on easement property, disturbance due to road construction, etc.)

- a. Track all changes on easement owner requests via e-mail, letter and/or through phone conversations; keep DOS in communication with recommendations and/or follow-up in communication regarding compliance issues
- b. Print copies of communication (s) to easement owner files for record keeping
- c. Monitor changes/projects on easement owner property from start to finish to ensure compliance of the conservation objectives on the easement

### 7. Compliance/Violation Issues: Handle with DOS who may seek Legal Council as necessary to address outstanding compliance issues (See PALTA model documents for support and/or call PALTA with questions/concerns regarding easement issues)

- a. Document compliance issues in the written *Conservation Easement Annual Monitoring Report* from the site visit and with photos and/or map; review with DOS to confirm violation details



## CONSERVATION EASEMENT MONITORING PROCEDURE

- b. DOS will review violation with the Conservancy Board, CEO and Stewardship Committee in conjunction with Legal Council as needed for minor, moderate and/or major violations
  - c. Notify the property owner of the easement violation in writing with specific details about the violation; site the easement language in the follow up along with duration of time the easement violation needs to be remedied (30, 60, 90 days, etc.) after DOS review; use the Enforcement Checklist to document and track the status of the violation
  - d. Perform a follow up site visit to ensure the violation has been resolved and document findings in writing via letter/e-mail and/or second *Conservation Easement Annual Monitoring Report*; take photos to document site visit
  - e. If DOS, Conservancy Board and CEO decide that Legal Council is necessary utilizes stewardship endowment funding if provided for an easement; if not, utilizes in-house stewardship funding to resolve the issue as quickly and efficiently as feasible making all efforts to resolve the issue in a reasonable manner
  - f. Keep all communication in hard copy and digital files
8. **Update the *Lancaster County Conservancy Easements: Property Owner Information*** document when there are changes in ownership; this document is used by LCC staff; easement owners are automatic members of the Conservancy so they receive the Landview Publication and other membership mailings; this information is used by the Director of Development
9. **Track Time on Easement Administration, Documentation and Monitoring in BillQuick for Account Reporting**
  - a. **Important:** Track the **Shultz, Brown** and **LGH** easement time separately in the Description field since funds are received as part of an agreement for monitoring
  - b. Write notes of work performed in Description field for all easement related info
  - c. Any questions ask the Administration & Finance Manager regarding Accounting Entries and the DOS for stewardship related issues
10. **Backup the Easement Documentation to the main server** (this is now completed automatically on a daily basis)





## Conservation Easement Violation Policy

### Enforcement of Easements:

The Lancaster County Conservancy (LCC) enforces the terms of its conservation easements and will take the necessary steps to remedy violations in order to engender public confidence in the easement program, maintain LCC's legal enforcement authority, and maintain its ability to accept tax-deductible easement gifts. LCC makes every effort to work with landowner (s) to prevent violations and resolve issues before they become a violation that requires enforcement. The Director of Stewardship (DOS), Stewardship Committee, CEO/COO, and the Board of Directors (referred to as "Board") are in communication regarding any easement violations.

### The LCC will:

1. Maintain the conservation purpose of the easement;
2. Enhance its credibility by enforcing easement restrictions that protect conservation values;
3. Protect its legal rights and economic value in the easement;
4. Maintain a most constructive and cordial working relationship whenever possible with the landowner;
5. Thoroughly document all suspected violations;
6. Maintain consistent responses to similar easement violations.

### Prevention of Violations: LCC seeks to maintain amicable landowner communications by:

- Performing annual monitoring visits to the easement with the landowner (s) whenever possible.
- Reminding the landowner (s) of the conservation values of the easement through onsite inspections, phone, e-mail, and/or mailed correspondence.
- Providing landowner (s) with educational material to further enhance the conservation purpose of the property and build stronger relationships to protect conservation values.
- Being available for questions and/or concerns regarding easement issues.
- Creating and maintaining a risk assessment rating system of existing easements with a strategy to implement amendments as necessary to strengthen the language of the easement for enforcement as well as to support and/or enhance the conservation values of the easement.

### Violation Enforcement: LCC prepares to facilitate enforcement of violations by:

- Creating a plan to establish a restricted enforcement fund to address potential easement violation costs and/or use of insurance or other funding to compensate for the potential for litigation from violation proceedings.
- Asking landowners to contribute to a fund or seeking other methods of endowment funding.
- Requiring new conservation easements to provide endowment funding for long term stewardship of an easement.
- Maintaining accurate records and updates of the conservation values of the existing easements through baseline documentation reporting, mapping, annual monitoring reports, etc.
- Keeping LCC staff, the Stewardship Committee, and Board involved in the violation enforcement process and providing for input and support of the process along the way.

AVALONIA LAND CONSERVANCY  
FEE LAND STEWARDSHIP PRINCIPLES

Standard 12B - Land  
Management &  
Stewardship

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This document has been prepared for guidance in developing Property Management Plans for individual properties Avalonia owns in fee. It sets forth general principles and practices that apply to all or most of our properties.

Avalonia Land Conservancy owns a mix of forested lands, both inland and coastal wetlands, urban properties surrounding housing developments, river floodplains, power line cuts and some grassland. It is difficult to prescribe a set of principles that apply to all these diverse tracts. The principles set forth here must be adapted to individual properties through Property Management Plans. Property Management Plans that differ from these principles need to be approved by the Stewardship Committee and the Board of Directors. Property Management Plans in full compliance with these principles can be approved by the Stewardship Committee.

Avalonia Land Conservancy Land Management Principles

1. Management plans must comply fully with federal, state, and local government regulations.
2. Plans must comply fully with any deed restrictions and letters of agreement with the donor. When properties have been given to Avalonia through a third party such as The Nature Conservancy, approval of the plan by the third party is required if there are conflicts with the transfer document.
3. Properties should be managed to enhance wildlife habitat while maintaining sustainable growth of native plants, conserving soils, and protecting cultural resources and special habitats.
4. Avalonia strives to maintain a mix of forests and woodlands, shrub lands, grasslands/meadows, inland and coastal wetlands, and special habitats which, together with surrounding properties, maximize use of the land by a wide variety of wildlife and provides passive outdoor recreation opportunities for our members and visitors.
5. Properties should be protected against encroachment by posting boundaries at regular intervals (~ 50 feet) and by checking the boundaries at least annually. Large boundary signs should be posted along roads and at entrances to advertise Avalonia's stewardship of the land.
6. Cultural resources such as stonewalls, buildings and building foundations, old mill raceways, and glacial erratics should be retained and protected. Renewable resources such as old farm fields and pastures, planted areas or specimen trees should be considered

for protection based on their value to wildlife and their value for enhancing the experience of visitors to the property.

7. No permanent roads or structures should be constructed except where required for property maintenance, i.e., access or equipment storage. Temporary roads or structures required for research purposes or maintenance should be restored to a natural condition after the use ends.
8. Every effort should be made to identify and protect threatened or endangered species of plants or wildlife on our properties.
9. Natural habitats should be protected from invasive species as manpower permits. If herbicides are used, they should be applied in a manner that limits damage to surrounding natural vegetation. If a control program involves a regulated activity, all permits must be obtained.
10. Introduction of any non-native plant to our properties is prohibited.
11. No fires shall be started unless they are prescribed fires undertaken for a specific purpose identified in the management plan. Naturally caused fires should be controlled to the extent that surrounding properties are protected. Since most of our properties are near neighbors, bringing fires under control as quickly as possible is necessary.
12. Normally, in the event of a natural disaster, such as fire, flood, wind, or disease, any restoration activity should be limited to work necessary to prevent further damage to resources and to trail clearing. Management plans should describe what to do in case of large natural disasters, e.g., after a major windstorm is timber harvesting permitted or will the area be left alone.
13. Timber harvesting may be conducted where it enhances wildlife habitat or addresses silviculture needs. (See note on timber harvesting below) Timber harvesting is not permitted in areas with frail or thin soils, or steep slopes, areas within 100 feet along either side of watercourses, within public water supply watersheds, and in sensitive areas that contain rare and endangered species or exemplary natural communities.
14. After a timber harvest all areas where vegetative cover is disturbed, including landings and skid trails, should be seeded with grasses that benefit wildlife and provide protection to exposed soil.
15. Bedrock geology and soils should be considered whenever forestry or other changes to the landscape are proposed. Activities should be designed to prevent soil erosion.
16. Natural erosion should not be controlled. Erosion and soil deposition due to past or present activities by people may be controlled.
17. Removal of living plants or firewood from our properties is prohibited unless such removal occurs as part of a planned management activity.
18. Dumping, burying, or spreading garbage, trash or other materials on our properties is prohibited.
19. Scientific and educational activities may be conducted on Avalonia properties.
20. Wildlife population control should only be considered under extreme circumstances when wild or feral fauna reach population levels that adversely impact natural resources.

21. Avalonia preserves are generally open to the public for passive recreation. These include hiking, birding, and walking dogs on a leash.
22. Trails may be constructed and maintained where conditions permit. Trails through wetlands or over streams must have raised walkways installed. Trail construction should follow principles set forth by the Connecticut Forest and Park Association, the Appalachian Mountain Club, or the U.S. Forest Service.
23. Parking areas at trail heads may be developed on properties with hiking trails. These areas should not be paved and should be kept to a minimum size consistent with property use. Property entrance signs should be constructed at parking areas and property access rules should be posted there.
24. On properties with marked trails, off trail hiking is generally allowed provided that unauthorized trails are not created.
25. Active recreation such as boating, bicycling, horseback riding, orienteering, letterboxing, beach activities and rock climbing may be approved on a case by case basis. Fishing is generally allowed where appropriate and a sustainable population of fish is present.
26. Motorized vehicles are not allowed except in support of a planned management activity or where maintenance easements are held by others such as under power lines.
27. Use of firearms (including bows and crossbows) and hunting are not permitted except for hunts necessary for wildlife population control.

#### Note on Timber Harvesting

Logging is a disruptive affair even under the best circumstances, and some may question the validity of subjecting "protected lands" to timber harvesting. Many Avalonia properties contain commercially productive soils, which represent a financial asset that should be enhanced, not ignored. These lands also provide Avalonia with the unique opportunity to demonstrate that timber harvesting can co-exist with and even enhance many non-timber values such as wildlife habitat, recreational and educational opportunities.

Maintaining healthy and diverse habitat for populations of wildlife species is a very important land ownership objective. Avalonia lands are managed to provide habitat for a wide variety of wildlife. Site-specific practices should be incorporated into every timber sale and include, but are not limited to, the following:

- Releasing fruit and mast producing shrubs and trees.
- Maintaining or creating snags and cavity trees of varying height and diameter for cavity nesting and feeding birds and mammals.
- Maintaining and enhancing wildlife corridors, water resources, nesting sites, and softwood cover.
- Creating temporary openings in wooded areas and adjacent beaver flowages to stimulate the production of hardwood sprouts for browse. Strip and patch shelter cuts and clearcuts up to 10 acres in size can be used to obtain this objective.

- Seeding harvested areas where vegetative cover is disturbed, including landings and skid trails, with grasses that benefit wildlife and provide protection to exposed soil.

We understand that the last thing visitors to any recreational forest expect is to be confronted with the sights and sounds of a logging operation, or the aftermath of a careless harvest. Extraordinary measures should be taken to ensure that logging operations have a minimal impact on the visiting public.

Since Avalonia Land Conservancy depends on the good will of our neighbors for land donations and funding it is important that the benefits of harvesting timber on one of our properties be made clear to the public prior to beginning the harvest. Information should be distributed through as many media outlets as possible as well as described on prominent signs at the property entrance. Educational signs should be erected near the cut explaining the expected benefits and how the harvested area is expected to change over time.

Temporary visual chaos resulting from timber harvesting should be mitigated by:

- Limiting the number of skid trail crossings of hiking trails and restricting operation to the winter, when the frozen ground offers additional protection and visitation is at a minimum.
- Establishing buffer zones where appropriate, i.e. around landings, along streams and sections of hiking trails.
- Protecting stonewalls by using existing barways and limiting the number of openings. Disturbed sections should be restored.
- Modifying silvicultural treatments to soften impact in critical areas.
- Minimizing damage to the remaining stand.
- Obtaining maximum utilization of all portions of the cut tree to minimize the amount of slash left in the woods.
- Cutting stumps to a height of 6" or less.
- Cutting branches so they lay two to four feet above the ground.
- Removing slash out of and back from main skid trails.
- Leaving individual and groups of large attractive trees where appropriate.
- Burying or removing all wood waste generated at the yarding areas.
- Grading, liming, fertilizing and seeding yarding areas and skid trails according to Natural Resource Conservation Service recommendations.



AVALONIA LAND CONSERVANCY, Inc.  
P.O. Box 49,  
Old Mystic, CT 06372

# Wequetquock Cove Preserve

## Property Management Plan

Palmer Neck Road  
Stonington, New London County, Connecticut

Stonington Town Committee is responsible  
for the stewardship of this property

Plan Prepared by:  
Richard Newton & Beth Sullivan  
Fall 2015

Approved by Stonington Town Committee: \_\_\_\_\_

Date \_\_\_\_\_

Approved by Stewardship Committee: \_\_\_\_\_

Date \_\_\_\_\_



AVALONIA LAND CONSERVANCY, Inc.  
P.O. Box 49,  
Old Mystic, CT 06372

## SUMMARY

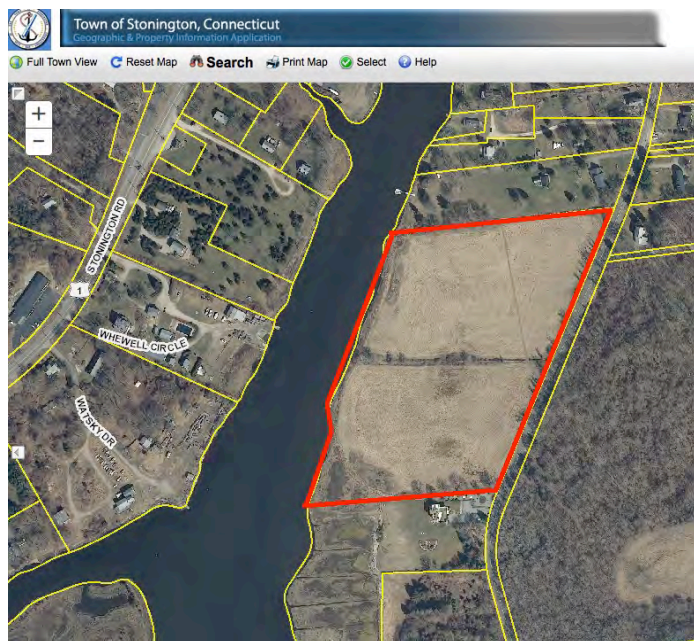
This plan is for a property on Palmer Neck Road in Stonington, CT. This is a non-trailed property of coastal grassland and a small amount of wetlands. See the photos and map that follows. Visitors are welcome.

Property is owned by Avalonia Land Conservancy, Inc., P.O. Box 49, Old Mystic, CT 06372. Avalonia Land Conservancy (ALC) can be reached by email at [avalonialc@yahoo.com](mailto:avalonialc@yahoo.com), by phone at 860-884-3500, and has a website at <http://www.avalonialandconservancy.org>.

## HISTORY

The Wequetquock Cove Preserve is located in the Town of Stonington south-central area of town. Residential housing and undeveloped properties surround the property. It abuts the Barn Island "Crowley I" acquisition by the CT DEEP. The Barn Island Wildlife Management Area along with Avalonia holdings and other protected properties creates over 1,000 acres of contiguous protected open space between the Pawcatuck River and Wequetquock Cove.

## SITE INFORMATION



### The property

A parcel map of the property from the Town of Stonington GIS database is shown to the left. The property is identified as Map/Book/Lot/Unit 57-3-5. Combined GIS acreage is 16.08 acres.

### Acquisition history

This property was acquired from the Crowley family in May 2011 in a partnership put together by CT DEEP. Major funding was provided by a grant through the U. S. Department of



Agriculture's Natural Resource Conservation Service (NRCS) Grassland Reserve Program. CT DEEP holds a conservation easement on the property and couldn't also be the owner, so they asked Avalonia to be the property holder.

### Land use history

Historical photos show the property is fairly unchanged, maybe with less wetland, with most other adjoining farmland (except for the Barn Island property) having been developed into residential housing.

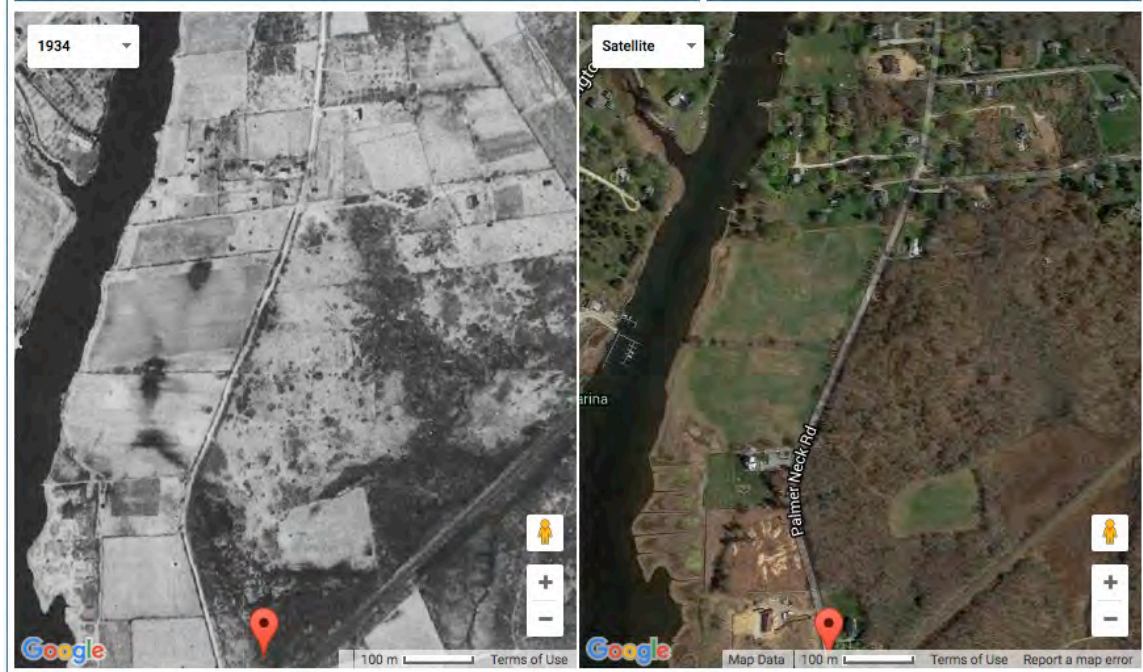
## Neighborhood Change in Connecticut, 1934 to Present

Want to compare 1934, 1990, 2004, 2006, 2008, and 2012 using a transparency tool? [Check out our Connecticut Aerial Photography Interactive Map Interface](#)

Attention ArcGIS and other GIS software users! The 1934 Aerial Photography layer is available via [MAGIC's WMS](#).

Use the search box below to locate an address in Connecticut.  
palmer neck road, stonington, ct

Toggle map layers  
 CT Towns



### Public use resources

Avalonia accepted the property to assist CT DEEP in preserving properties near the Barn Island Wildlife Management Area. The primary goal of preserving this parcel is to allow for marsh migration due to sea level rise. It is believed this entire property will eventually become saltwater marsh. It also provides rare, coastal field habitat for nesting and migrating birds.



Public benefit of the protected property:

Approximately 50% of the property (that area near the cove) is within a Natural Diversity Database area. A formal NDDDB inquiry has not been made. Bobolinks, a species of concern on the CT DEEP Endangered, Threatened and Special Concern lists, is known to nest on this property.

The property is a significant natural area that qualifies as being preserved for a “conservation purpose” under 26 US Code 170(h)(4):

**(4) Conservation purpose defined**

**(A) In general**

For purposes of this subsection, the term “conservation purpose” means—

**(i)** the preservation of land areas for outdoor recreation by, or the education of, the general public,

**(ii)** the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,

**(iii)** the preservation of open space (including farmland and forest land) where such preservation is—

**(I)** for the scenic enjoyment of the general public, or

**(II)** pursuant to a clearly delineated Federal, State, or local governmental conservation policy,

and will yield a significant public benefit, or

**(iv)** the preservation of an historically important land area or a certified historic structure.

Natural resources

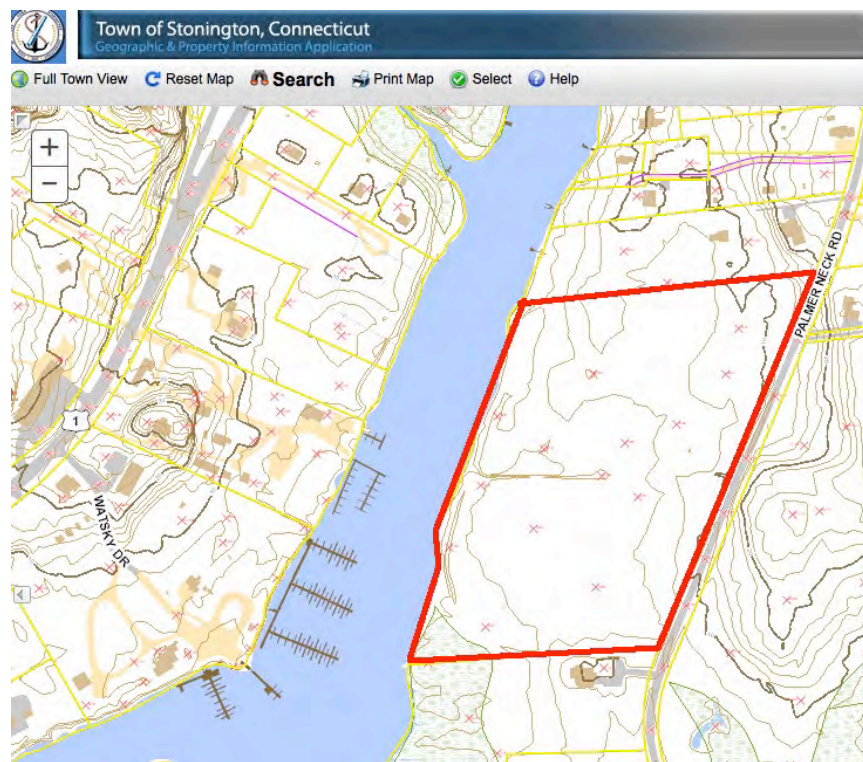
The parcel is open to the public, as are all Avalonia properties. However to protect nesting birds, access is limited to a mowed trail around the perimeter during the nesting season. Mowing is done by DEEP in the fall season to provide low, open habitat for migrating shorebirds and waterfowl that are attracted to the shallow wet areas that are present. Hedgerows along the roadside walls and midline stone wall offer great habitat for shrub nesting birds and the abundance of berries is a great food source.

Most of the open field is upland grasses but there is an abundance of Milkweed which supports the declining Monarch butterfly species. The western and southern coastal edges, have saltmarsh plant species and the marsh has already begun to migrate inland. However there is a significant elevation rise along the cove edge which will slow marsh expansion. A small freshwater wetland along the midline also provides diversity of habitat.

In addition to Bobolinks, other species may be attracted to the area such as Eastern Meadowlark and Grasshopper sparrow. The marsh edges are attractive to the Salt Marsh and Seaside sparrow species.

Potential threats to conservation values: Over growth of invasive plants could degrade the habitat. Yearly mowing is essential to maintain conservation value.

## ELEVATIONS / WETLANDS



## SPECIAL FEATURES AND CULTURAL RESOURCES

Bobolink nesting site. Uncommon coastal open grassland habitat.

## MANAGEMENT OBJECTIVES

### Stewardship policies

Avalonia Land Conservancy Fee Land Stewardship Principles were approved on December 16, 2009 and the document is available at the Conservancy's office on Hatch Street in Mystic, CT. This document sets forth the general principles governing stewardship of all Avalonia properties. The document or any approved successor is hereby incorporated as part of this management plan.

### Protection

#### Condition of Boundaries:

Corner monuments/pins found

Boundary signs posted

Boundary along roadside and northern residential property has been posted. Stonewalls and Wequetquock Cove define the side and west boundary.

An annual walk around the boundaries of the properties is required. Yearly surveillance should be conducted to check for infringement or encroachment by neighbors depositing yard waste. All motorized vehicles are prohibited on the properties except for maintenance.

#### Maintaining properties appearance

Litter control. The neighbor to the north mows the path along the front of the property and along the road frontage outside the stone wall. Neighbor to south clears along his property line and has been allowed, by DEEP, to make a small brush pile which they will remove periodically.

### Public use

The preserve is open to the public for passive recreational use. Motor vehicles, bicycle riding, and horseback riding are not permitted. Hunting and the use of firearms on the property including bow hunting and target practice are not permitted. Camping is not allowed. Dogs must be kept on a leash no longer than 7 feet long. Visitors are not allowed to pick vegetation or disturb wildlife excessively. The conservation easement held by the CT DEEP has other restrictions.

### Enhancing wildlife habitat(s)

CT DEEP is responsible for maintenance of this property. A comprehensive Barn Island Wildlife Management Plan is being developed by CT DEEP and management this property will fall under this plan. Plan will be filed with Avalonia. Yearly mowing is essential and possibly twice yearly mowing may be undertaken by DEEP if time and resources allow, to maintain quality grassland and prevent woody growth in fields.

### Controlling invasive species

CT DEEP is responsible for the control of invasive species on this property. Efforts to remove Black Locust trees are ongoing. Some invasive vines remain as habitat along the stonewalls.

### Erosion control and flooding

Parts of the property do flood, but there is no need to control.

### Productive uses

Provides habitat for local, coastal wildlife. Property is a Bobolink nesting site and stop over site for migrating and wintering waterfowl. Eventual change to marshland habitat will occur due to sea level rise. Provides a natural buffer for uplands.

### Scientific and educational activities

None at present but would be encouraged within the limits of the conservation easement and with the approval of CT DEEP. The area is within the Audubon designated Important Bird Area associated with Barn Island. As such it will be considered part of a potential SE CT Birding Trail being proposed by Audubon CT. It is already known to local birders as a “Hot Spot”. It would be a good location for future informational signage.

### Response to large natural disasters

Removal of any hazards will be undertaken as necessary.

### Special management considerations

None. CT DEEP is responsible for monitoring the conservation easement.

## IMPLEMENTING THE PLAN

### Recurring and occasional requirements

Stonington Town Committee members visit the site on a limited basis. Assist the DEEP with their easement monitoring as necessary.

### Annual obligations

A boundary walk around the outside perimeter the property is required.

### Short term plan (1 – 5 years)

Annual boundary walk.

### Long term plan (5+ years)

Monitor site. Coordinate management with CT DEEP.

### Schedule for revising this plan

This plan shall be reviewed at least every five years and updated as necessary.

## APPENDICES

I. Zoning map for property and surrounding area is available at the Stonington Town Hall or online at <http://gis.stonington-ct.gov>.

Deeds are available in Avalonia files, Stonington Town Hall and online at <https://connecticut-townclerks-records.com/User/Login.aspx?ReturnUrl=%2fIndex.aspx>

II. CT DEEP announcement of property acquisition:



## Connecticut Department of Energy & Environmental Protection

July 25, 2011

### Connecticut Department of Energy & Environmental Protection and Avalonia Land Conservancy Acquires Coastal Property in Stonington, CT

The Connecticut Department of Energy & Environmental Protection (DEEP) and the Avalonia Land Conservancy today announced that they have jointly acquired a 16-acre parcel of coastal grassland on Wequetequock Cove in the Town of Stonington, CT.

The acquisition expands what is now a 2.4-mile corridor of contiguous protected open space extending from the Pawcatuck River on the Rhode Island border to Wequetequock Cove adjacent to the State of Connecticut's Barn Island Wildlife Management Area, Connecticut's largest and most ecologically significant coastal wildlife management area.

"The land we are protecting today provides a stunningly beautiful visual gateway to visitors to Barn Island Wildlife Management Area protecting unique and sensitive areas. As a result of this acquisition, over 1,000 acres of contiguous protected open space spans 2.4 miles from the Pawcatuck River to Wequetequock Cove," said Daniel C. Esty, Commissioner of the DEEP. "We have utmost regard and admiration for the Crowley family whose commitment to conservation is unsurpassed."

The property was acquired from the Crowley family whose land has 1,000 feet of frontage on one of Connecticut's least developed coves still largely in private ownership. The land abuts 48-acres of salt marsh, wetlands, and coastal forest that was acquired from the Crowley family and added to Barn Island WMA in 2009.

"Avalonia is proud to be a part of the partnership of agencies that worked together to save this beautiful and fragile habitat," said Avalonia President Duncan Schweitzer. "Our goal as a land conservancy is to preserve significant habitats and wildlife corridors and this expansion of the existing Barn Island Wildlife Management Area is a critically important addition to our preserves." Avalonia currently protects more than 2,800 acres within eight towns in southeastern Connecticut.

The \$1,512,500 purchase price of the property was largely funded by a grant through the U.S. Department of Agriculture's Natural Resource Conservation Service (NRCS) Grassland Reserve Program. Contributions from an additional 8 partnering organizations including: CT DEEP, Avalonia Land Conservancy, Sarah Ann Martin Trust, Town of Stonington Conservation Commission, Stonington Land Trust, New Haven Bird Club, CT Ornithological Society, and CT National Audubon Society.

This acquisition permanently protects 16-acres of waterfront coastal grassland known to provide breeding habitat for grassland dependent birds including Bobolink, a State-designated *species of special concern*. The site's grassland field also includes the fringes of a 21-acre salt marsh that is slowly migrating upland into the fields in response to sea-level rise in Fishers Island Sound. This marsh is part of a larger 350-acre tidal marsh complex extending from the Pawcatuck River to Wequetequock Cove. The marsh provides critical nesting habitat for the Saltmarsh sparrow, a *species of special concern* that has been targeted as a conservation priority due to the loss of its breeding habitat within the salt marshes of the Northeastern United States.

The Barn Island protected open space corridor contains over 1,000 acres of contiguous conservation land including open fields, coastal forest, estuarine marsh, small pocket-beaches and the adjacent shallow waters of Little Narragansett Bay. Collectively, the conservation area provides habitat for 36 state and federally-listed animals and plants considered endangered, threatened or species of special concern. Barn Island Wildlife Management Area, which comprises the core of the area, is one of the most important tidal wetland scientific research sites on the eastern seaboard, with over 60 years of continuous research on how degraded tidal wetland systems respond to wetland restoration activities.

"Connecticut's coastal municipalities are about 50% more developed than the state's average," said Jay T. Mar, State Conservationist for the USDA-Natural Resources Conservation Service. "The opportunities for coastal grassland conservation along a rapidly developing segment of our state's coastline are rare. Protection of lands along this estuary requires complex working partnerships involving stakeholders at all levels of government, as well as the conservation interests of private landowners."

"We are very excited to be a part of the partnership that made this easement acquisition possible," said Mar. "Through the USDA Grassland Reserve Program, we were able to protect, restore, and enhance grasslands on this very important piece of property, and ensure the area is protected for future generations."

The State's overall goal is to preserve 21 percent of Connecticut's land – or 673,210 acres --as open space by the year 2023. To date, 73% of the goal has been achieved with 491,271 acres having been designated as state or local open space.





# Property Management Plan

Standard 12 B1 - Land  
Management Plan Sample

Warren Land Trust  
Willis Tanner Farm Preserve  
Above All Road, Warren, CT



*Prepared by:*

Brawley Consulting Group, LLC  
95 Pilgrim Drive  
Windsor, CT 06095

October 4, 2017

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## TABLE OF CONTENTS

INTRODUCTION.....	1
A. Site Description.....	1
B. Acquisition History.....	2
C. Abutters.....	2
D. Restrictions and Conditions.....	2
E. Conservation Values.....	3
STEWARDSHIP GOALS FOR THE PRESERVE.....	3
SITE CHARACTERISTICS.....	4
A. Natural Resources.....	4
1. Topography.....	4
2. Geology & Soils.....	4
3. Hydrology.....	4
4. Upland Plant Communities.....	4
5. Wildlife & Critical Habitats.....	5
B. Cultural & Historical Resources.....	5
C. Current Use and Management.....	5
MANAGEMENT ISSUES & RECOMMENDATIONS.....	5
A. Agricultural Uses.....	5
B. Access and Parking.....	6
C. Passive Recreation.....	6
D. Boundary Posting & Signage.....	6
IMPLEMENTATION.....	6
Appendix A – Aerial Photograph.....	7
Appendix B – Topographic Map.....	8
Appendix C – Soils Map (DoAg).....	9
Appendix D – Property Deed.....	10
Appendix E – Conveyance of Development Rights.....	12
Appendix F – Survey Map.....	25
Appendix G – Sample Agricultural Leases.....	26
Appendix H – Ground Photographs.....	37
Appendix H – Correspondences with DoAg.....	41
Appendix I – Preparer’s Qualifications.....	44
Table 1 – Permitted and Prohibited Activities on the Preserve.....	3

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## INTRODUCTION

The purpose of this plan is to guide the future management and use of Warren Land Trust’s Willis Tanner Farm Preserve (hereafter the “Preserve”) located on Above All Road in Warren, Connecticut. This plan describes the current conditions and natural resources of the Preserve and recommends a management strategy to protect the Preserve’s agricultural soils and farm use while potentially expanding public recreational uses. This is intended to be a “living document” that is revised or amended over time as new information becomes available and/or as site conditions change. This plan will help the Warren Land Trust (WLT) achieve its mission and stewardship objectives by: (1) identifying the site’s conservation values; (2) identifying potential threats to those conservation values; and (3) proposing a stewardship strategy which is commensurate with the organizations capacity to implement the plan. A site visit to collect field data for this report was conducted on September 12, 2017.

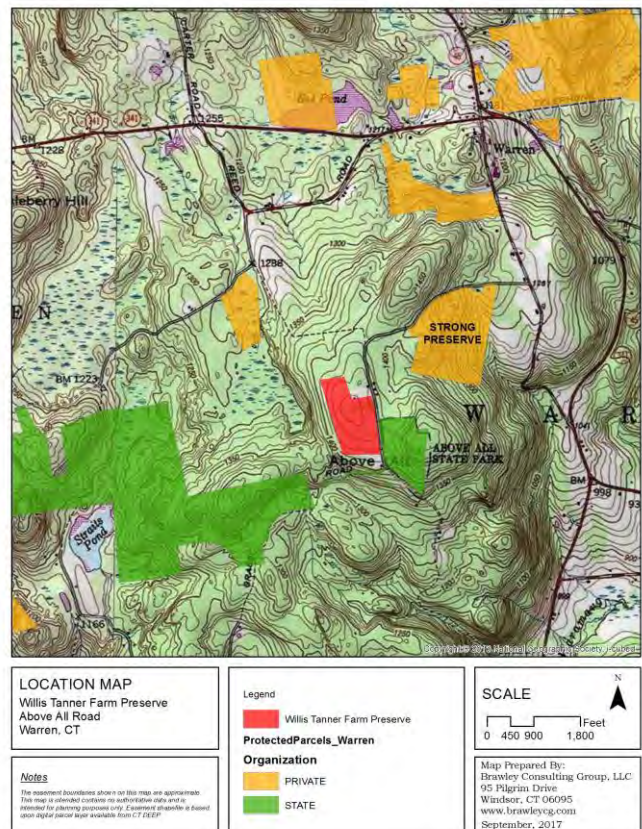
### A. Site Description

The 25.177± acre Preserve encompasses an undeveloped agricultural property that was donated to WLT by ██████████ on February 6, 2017 (deed filed September 25, 2017). Prior to its acquisition by WLT, the development rights for this parcel were transferred to the Connecticut Department of Agriculture (DoAg) for \$251, 770 as part of their Purchase of Development Rights Program (PDR #3190). The parcel is underlain by *Prime Farmland Soils*, and for the past 10± years has been used by the Tanner Dairy Farm to cultivate hay and corn.

The Preserve has approximately 1450’ of frontage on Above All Road and is within close proximity to other publicly accessible protected open space. Across the street is Connecticut’s *Above All State Park*, which contains the remnants of a Cold War-era radar tower accessible via a short woods trail. Approximately 0.5 miles to the northeast is WLT’s Strong Preserve acquired in 2015, which also contains hiking trails (See Property Location Map).

The Preserve falls within the East Aspetuck River sub-regional watershed of the Housatonic River major basin. A wooded wetland to the north extends into the northeast corner of the parcel. In addition to its value as productive farmland, the open fields provide foraging and nesting habitat for a variety of birds and other wildlife.

The PDR Program places restrictions on future uses of the Preserve and is designed to protect Connecticut’s Prime Farmland Soils for future generations. WLT intends to maintain the agricultural uses of the Preserve but has reserved the right to develop a small passive recreational trail along the perimeter (See Appendix H).



**Property Location Map**

## B. Acquisition History

- *Warranty Deed – Statutory Form* - from the [REDACTED] to WLT, Vol. 90, Pg. 122, dated February 6, 2017 and filed on September 25, 2017.
- *Conveyance of Development Rights* from the [REDACTED] to the Connecticut Department of Agriculture, Vol. 88, Pg. 105, dated April 7, 2016.

## C. Abutters

Owner	Address	City	State	Zip
CONNECTICUT STATE OF	79 ELM ST	HARTFORD	CT	06106
CALDWELL THOMAS G & MARY	115 ABOVE ALL RD	WARREN	CT	06754
ANDERSEN K TUCKER & KAREN K	61 ABOVE ALL RD	WARREN	CT	06754
DOWNES PATRICIA T AKA PATRICIA TANNER	85 SOUTH NELSON RD	STERLING	MA	01564
HERSCHEL DEBORAH B & CLEMENS III	96 ABOVE ALL RD	WARREN	CT	06754
LINDLEY JANE V D H	6 W 77ST	NEW YORK	NY	10024
MANLEY JOSEPH EDWARD & JANE A	113 ABOVE ALL RD	WARREN	CT	06754

## D. Restrictions and Conditions

The *Conveyance of Development Rights* granted by [REDACTED] to DoAG includes, among others, the following restrictions. See complete *Conveyance of Development Rights* document in Appendix G for all restrictions and reserved rights.

- No building, residential dwelling, structure of any kind, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises (*except as provided for in reserved rights section which allows construction of agricultural structures provided they do not exceed 5% of the prime agricultural soils*).
- The fee simple owner of the Premises shall not divide, subdivide, develop, construct on, sell, lease or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.
- No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to soil conservation, or to good agricultural management practices.
- No residence shall be constructed on the Premises.
- The Granter, her heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District and the Commissioner. The Granter, however, may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS standards and specifications. Granter agrees to review and update the conservation plan at least every five (5) years. Granter will provide a current copy of any such approved plan to the Commissioner.



## E. Conservation Values

The Town of Warren has a rich agricultural history. The Willis Tanner Farm, with its open agricultural fields underlain by important agricultural soils, is part of that history. The Warren 2009 *Plan of Conservation and Development* (POCD) emphasizes the importance of farming in Warren: “Since at least the 1700s, farms and farming have been major activities in Warren. While there are fewer farms today than there once were, these activities add significantly to community character and enhance the overall ambience of Warren. However, maintaining farms and farming is becoming increasingly difficult throughout Connecticut. While some farms in Warren have converted from dairy farms to other uses (a vineyard, a tree farm, and using farm buildings for other purposes), some land has also gone fallow or been converted to residential development.” One of the recommendations in the POCD is to encourage farmers to participate in DoAg’s Farmland Preservation Program.

In addition to its value for agriculture, the Preserve also provides important habitat for birds and other wildlife. According to publication *Managing Grasslands, Shrublands, and Young Forest Habitats for Wildlife: A Guide for the Northeast*, “Grasslands, shrublands, and young forest habitats (collectively referred to as early-successional habitats) have been declining throughout the Northeast for decades as have the wildlife species associated with them. For instance, twelve of sixteen shrubland birds and seven of ten grassland birds have declining population trends in the region. Many are listed as threatened or endangered in several northeastern states. Additionally, American woodcock have declined by 40% over the past 30 years, and New England cottontails occur in only 20% of the area that this species was historically found. Given that more than 73% of forestland in the region is privately owned, it is imperative that landowners and the professionals that provide guidance to them help to address the decline of these habitats.

Agricultural hayfields, meadows, and pastures have provided homes to grassland birds for hundreds of years in the Northeast. Grassland specialists utilize these sites for nesting, brood rearing, and foraging. Songbirds including bobolinks and eastern meadowlarks build ground nests, raise young, and forage in hayfields, meadows, and pastures during the summer. In the fall, agricultural fields provide feeding sites for migrating larks, sparrows, and warblers. Many hawks and owls including American kestrels, northern harriers, and short-eared owls forage in these fields for small mammals. Waterfowl and shorebirds frequently feed in flooded portions of crop fields during migration.”

The Preserve has significant conservation value due to the following:

- Is an active agricultural property
- Contains 25± acres of *Prime Farmland Soils*
- Is in proximity to other public accessible protected open space
- Provides habitat for birds and wildlife
- Has potential for passive recreational trail along the perimeter

### Stewardship Goals for the Preserve

A primary goal for the future management and use of all Warren Land Trust’s preserves is to fulfill the organization’s mission: “*The Warren Land Trust works to preserve Warren’s Natural Heritage through the conservation of its scenic vistas, open space corridors, wildlife habitat, ecologically sensitive areas, and agricultural lands.*”

The primary stewardship goal identified for the Preserve is to protect farmland soils and support local agriculture while possibly developing passive recreational uses of the property.

Proposed permitted and prohibited activities within the property are listed in Table 1.

**Table 1. Proposed Permitted and Prohibited activities within the Property**

Activity	PERMITTED	PROHIBITED
Hiking	X	
Birdwatching/nature study	X	
X/C Skiing	X	
Picnicking		X
Camping		X
Horseback Riding		X
Fishing (catch-and-release)		X
Hunting		?
Mechanized Vehicles		X
Mountain Biking		X

## SITE CHARACTERISTICS

### A. Natural Resources

#### 1. Topography

The Preserve encompasses a level agricultural field at the top of Above All Road at an elevation of approximately 1440 feet Above Sea Level (See Topographic Map, Appendix B).

#### 2. Geology & Soils

The bedrock underlying the Preserve is Manhattan Schist, which is dark-gray to silvery, rusty-weathering, coarse-grained schistose gneiss. The surficial material is glacial till. According to the USDA Soil Survey Geographic (SSURGO) database, the property contains almost entirely one soil map unit: *Paxton and Montauk fine sandy loams, 3 to 8 percent slopes*, which is a **Prime Farmland Soil**. There is also a small sliver of the wetland soil *Ridgebury, Leicester, and Whitman soils, extremely stony* in the northeast corner of the parcel (See Soils Map, Appendix C).

The USDA Natural Resources Conservation Service (NRCS) describes prime farmland as “land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and is also available for these uses. Prime farmland has the soil quality, growing season, and moisture supply needed to economically produce sustained high yields of crops when treated and managed according to modern farming methods.” These fields are currently being maintained by annual mowing.

#### 3. Hydrology

The easement is located within the East Aspetuck River sub-regional watershed (Basin # 6502) of the Housatonic River major basin. The Preserve abuts a wooded wetland on its northwest border. There are no mapped watercourses on or near the Preserve.

#### 4. Upland Plant Communities

The Preserve encompasses an agricultural field that has been historically cultivated for hay and corn. The field was uncultivated in 2017 and the portion formerly used to grow corn is becoming dominated by forbs

such as goldenrod and milkweed. The woodlands and hedgerows bordering the field contain hardwoods such as oaks, maple and birch mixed with non-native invasive plants such as Asiatic bittersweet.

### 5. *Wildlife & Critical Habitats*

Although no State-listed species have been recorded by the Natural Diversity Database (NDDDB digital layer July 2016), the open agricultural fields likely support grassland dependent birds such as bobolink and other wildlife such as red fox and coyote. Raptors such as red-tailed hawk and American kestrel may hunt in the fields, and numerous field sparrows were noted foraging in the dense old field vegetation during the site visit in September. The open fields, if managed correctly, can also provide critical pollinator habitat for bees and other insects. According to the Xerces Society, “The diversity and abundance of native bees on a farm, and subsequently their ability to serve as crop pollinators, are strongly influenced by two factors: suitable habitat on the farm and in the surrounding landscape, and pesticide use on the farm. The basic habitat needs of native pollinators in any location are the same – nesting or egg-laying sites, flowers on which to forage, secure overwintering sites, and a refuge from pesticides.”

## B. Cultural & Historical Resources

Unknown – needs to be researched

## C. Current Use and Management

The agricultural fields have been cultivated by Terry Tanner of Tanner Dairy Farm for the past 10± years.

## MANAGEMENT ISSUES & RECOMMENDATIONS

During field surveys, several management issues were identified which are discussed below. Management goals identified by WLT are to maintain agricultural uses while potentially developing a small perimeter trail for passive recreation such as cross-country skiing. The following recommendations are intended to help accomplish these goals.

### A. Agricultural Uses

The following is excerpted from the publication *Farmland ConneCTions, A Guide for Connecticut Towns, Institutions and Land Trusts Using or Leasing Farmland* published by American Farmland Trust and the UConn Cooperative Extension System:

“Before using or leasing land for farming, a town, land trust or institution may want to consider, if it has not done so already, a formal policy or acknowledgement that farming and agriculture are within its mission and priorities. Doing so will help community members understand that land devoted to growing crops or livestock may have limitations on its use for other purposes, such as public access, recreation or wildlife habitat. Ensuring that there has been a thoughtful discussion about farming and adoption of a supportive policy toward agriculture can help prevent unrealistic management expectations for the land among community members and avoid the pitfall of an impractical lease arrangement that unduly constrains the farmer tenant... Before embarking on finding a farmer, an entity should also consider its objectives for the specific farmland parcel(s) it seeks to lease. Is the purpose income generation for the entity? Are there multiple objectives that will need to be balanced? Does the entity have a preference of leasing to a beginning farmer or an experienced one? Are there stewardship objectives? If so, are they, or could they be, compatible with crop or livestock production?”

The Willis Tanner Farm Preserve has been used for active agriculture for many years. Continuing to lease the land to a tenant farmer will keep the fields in active agriculture and reduce WLT’s annual maintenance responsibilities. Ideally Tanner Dairy Farm will continue to cultivate this field for hay and silage corn. If so, WLT should have a signed lease agreement with the tenant that requires the farmer to prepare an annual farm management plan and abide by agricultural best management practices developed by the USDA Natural Resources Conservation Service (NRCS) as is required by the PDR (See Appendix H for sample farm leases).

If in the future farming is ceased, WLT could maintain the fields as open meadow habitat which could be accomplished by annual mowing to keep woody or invasive vegetation from becoming established. The estimated cost of annual mowing is \$\_\_\_\_\_.

**B. Access and Parking**

Currently there is vehicle access to the field over a farm road bordering the residential property to the north. This woods road will likely continue to be used by a tenant farmer and could also serve as the public access to the Preserve/the basis of a future perimeter trail. A bar-way, gate or chain could be installed at this entrance to control/limit public access if needed. There is a small parking area for Above All State Park on the east side of Above All Road that should be adequate for anticipated public use of this Preserve.

**C. Passive Recreation**

Prior to developing new trails on any of their preserves, WLT should consider the following: is there a demonstrated need for additional trails in the service area, who will construct and maintain the trails, who are the desired and/or anticipated user groups and will people actually use it once it’s built. Once new trails are developed, stewards/volunteers will need to maintain these trails on a regular basis.

There are several open space parcels in the vicinity which have existing trails, but the current use of these trails is unknown. Developing a small perimeter trail around the open field for hiking and cross-country skiing could be accomplished with a riding mower or brush hog. With permission, the tenant farmer may be willing to maintain this trail providing it does not interfere with the farming operation.

**D. Boundary Posting & Signage**

To avoid illegal uses of the site and/or boundary encroachments, it is essential to identify and adequately post all the Preserve boundaries. Currently there is no signage identifying the property as a WLT Preserve, and the entire boundary of all parcels should be posted with WLT boundary signs. Once the primary access is identified, a preserve sign and kiosk with permitted uses and a trail map should be erected.

**IMPLEMENTATION**

Action	Priority	Who	When	Resources
Post all boundaries	High	Board/Volunteers		Have trail signs
Clear field edges	Medium		Fall 2017	Volunteers
Sign lease with tenant farmer	High	Staff		
Install kiosk & preserve sign	Medium	Board/Volunteers		Grants?
Complete and maintain trail loop	Low	Volunteers/Consultant		



## Appendix A – Aerial Photograph



**AERIAL PHOTOGRAPH**  
 Willis Tanner Farm Preserve  
 Above All Road  
 Warren, CT

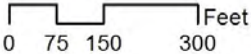
**Notes**

*The easement boundaries shown on this map are approximate. This map is intended contains no authoritative data and is intended for planning purposes only. Easement shapefile is based upon digital parcel layer available from CT DEEP.*

**Legend**

 Willis Tanner Farm Preserve

**SCALE**

 Feet



Map Prepared By:  
 Brawley Consulting Group, LLC  
 95 Pilgrim Drive  
 Windsor, CT 06095  
[www.brawleycg.com](http://www.brawleycg.com)  
 September, 2017



## Appendix B – Topographic Map



**TOPOGRAPHIC MAP**  
 Willis Tanner Farm Preserve  
 Above All Road  
 Warren, CT

Notes  
 The easement boundaries shown on this map are approximate. This map is intended contains no authoritative data and is intended for planning purposes only. Easement shapefile is based upon digital parcel layer available from CT DEEP.

**Legend**

Willis Tanner Farm Preserve

**SCALE**

N

0 200 400 800 Feet

Map Prepared By:  
 Brawley Consulting Group, LLC  
 95 Pilgrim Drive  
 Windsor, CT 06095  
[www.brawleycg.com](http://www.brawleycg.com)  
 September, 2017



Appendix C – Soils Map (DoAg)

Downes, Warren  
PDR # 3190, 25.177 acres



**Legend**

 3190_Downes	<b>Farmland Soils 2017</b>
 10ft Contours	 All areas are prime farmland
 Parcels	 Farmland of statewide importance
 Litchfield County Roads	Not prime farmland
 Litchfield County Wetlands	 Locally Important Soils 2017

CT Department of Agriculture April 2017 CC

Aerial Imagery is from July 2016

# Appendix D - Property Deed

BK: 90 PG: 122 09/25/2017 WARRANTY DEED Image: 1 of 2



Local Tax \$ 0  
State Tax \$ 0

**VOL 90 PG 122**  
09/25/2017 12:52:00 PM  
2 Pages  
WARRANTY DEED  
Warren Town Clerk  
Joanne C. Tiedmann, Clerk

**AFTER RECORDING RETURN TO:**  
Denise D. Trevenen, Esq.  
Trevenen & Coploff LLC  
PO Box 331  
Washington Depot, CT 06794

## WARRANTY DEED - STATUTORY FORM

[Redacted]  
01564, FOR NO CONSIDERATION, grant unto **The Warren Land Trust, Inc.**, a Connecticut nonstock corporation, of 50 Cemetery Road, Warren, Connecticut 06754, with WARRANTY COVENANTS:

All that certain piece or parcel of unimproved land on the westerly side of Above All Road, in the Town of Warren, County of Litchfield, and State of Connecticut, containing 25.163 acres, more or less. For a more particular description, see Schedule A attached hereto and made a part hereof.

Signed this 6<sup>th</sup> day of February, 2017.

[Redacted Signature Box]

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Worcester )

February 6, 2017

Personally [Redacted] and as [Redacted] sealer of the foregoing document and acknowledged, before me.

Latest Address of Grantee:  
50 Cemetery Road  
Warren, CT 06754

Arlette K Peterson  
Notary Public  
My Commission Expires: Feb 23, 2018



**SCHEDULE A**

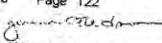
25.163± Acres

Westerly side of Above All Road  
Warren, Connecticut

All that certain piece or parcel of land located on the westerly side of Above All Road, in the Town of Warren, County of Litchfield, and State of Connecticut, with all appurtenances thereto, being shown and designated as "25.163 Acres," on a survey entitled "Map Prepared for Irving M. Tanner Et Al Above All Road Warren, Connecticut Scale 1" = 100' December, 1993," which survey was prepared by Richard J Adams, R.L.S., and which survey is on file in the Warren Town Clerk's Office as Map #621.

SUBJECT TO THE FOLLOWING:

1. Matters as appear on Map Numbers 921, 621, and 580, all on file in the Warren Town Clerk's Office.
2. Bound  Anne E. Pratt, and Irving Tanner recorded December 18, 1990, and recorded December 21, 1990, in Volume 41, Page 48 of the Warren Land Records.
3. Notice of Application for Consideration Under the State of Connecticut Program for the Preservation of Agricultural Lands dated March 18, 2015, and recorded on March 25, 2015, in Volume 86, Page 545 of the Warren Land Records.
4. Conveyance of Development Rights to the State of Connecticut dated March 16, 2016, and recorded April 7, 2016, in Volume 88, Page 105 of the Warren Land Records.
5. Notice of Acquisition of Development Rights from Patricia Tanner Downes by State of Connecticut dated April 5, 2016, and recorded April 7, 2016, in Volume 88, Page 115 of the Warren Land Records.
6. The rights of Terry M. Tanner, Ryan Curtiss, and Stephanie Curtiss, to use the property conveyed herein for agricultural purposes for a period of twenty-four (24) years, eleven (11) months, and twenty-five (25) days, commencing September 21, 2017.
7. All state, federal, and municipal laws and regulations, public and private, including land use regulations of the Town of Warren.

Received for Record 09/25/2017  
at 12:52:00 PM  
Recorded in WARREN Land Records  
Volume 90 Page 122  
ATTEST:   
Warren Town Clerk



## Appendix E – Conveyance of Development Rights

RETURNS RECORDED DOCUMENT to:  
GERALD R. ROSS, Esq.  
473 WILDFIELD STREET  
TERRINGTON CT 06790



**VOL 88 PG 105**  
04/07/2016 09:25:00 AM  
10 Pages  
DEED  
Warren Town Clerk  
Joanne C. Tiedmann, Clerk

### DOWNES FARM

### CONVEYANCE OF DEVELOPMENT RIGHTS DEED State of Connecticut

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

KN [REDACTED] Town of Warren, County of Litchfield and State of Connecticut, (hereinafter referred to as "Grantor"), in consideration of TWO HUNDRED AND FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 (\$251,770.00) DOLLARS and other good and valuable consideration, received to her full satisfaction from the STATE OF CONNECTICUT, a sovereign entity, does hereby give, grant, bargain, sell and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT, (hereinafter referred to as "Grantee"), its successors and assigns forever, the DEVELOPMENT RIGHTS, as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land:

ALL THOSE certain pieces or parcels of land situated in the Town of Warren, County of Litchfield, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises".

The rights herein conveyed are conveyed subject to and in accordance with the purposes and provisions of Chapter 422a of the Connecticut General Statutes. The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Premises in perpetuity.

Grantor acknowledges that it is the purpose and intent of Chapter 422a of the Connecticut General Statutes that agricultural land be maintained and preserved for farming and food production purposes and that such maintenance and preservation is necessary in order to insure the well-being of the people of the State of Connecticut now and in the future.

Grantor acknowledges that the parties intend by this conveyance to prohibit the division or subdivision of the Premises for any purpose, and to prohibit development of the Premises for residential, commercial, including, but not limited to, commercial recreational, commercial amusement and/or industrial purposes.

This conveyance is made in accordance with the following terms and conditions:

- A. Grantor covenants for herself, her legal representatives, heirs, successors and assigns, that the Premises will, at all times, be held and conveyed in their entirety and subject to the following restrictions and such further restrictions as set forth in Paragraph B below:
  - (1) No building, residential dwelling, structure of any kind, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises except as provided for in Paragraph B below.
  - (2) The fee simple owner of the Premises shall not divide, subdivide, develop, construct on, sell, lease

or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.

- (3) No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to soil conservation, or to good agricultural management practices.
- (4) Said development rights are considered and deemed dedicated to the State of Connecticut in perpetuity in accordance with Chapter 422a of the Connecticut General Statutes.
- (5) The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on Schedule A hereof. The Premises shall be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.
- (6) If the Premises are to be sold or otherwise transferred, the fee simple owner of the Premises shall notify the Commissioner of Agriculture (hereinafter, the "Commissioner") of such impending sale or transfer not more than ninety (90) days before transfer of title to the land and shall provide the Commissioner with the name and address of the transferee, and upon transfer of the Premises, or interest in the Premises, from one landowner to another, the transfer document shall expressly refer to this Conveyance of Development Rights Deed and be subject to its terms.
- (7) No residence shall be constructed on the Premises.
- (8) The Grantor, her heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District and the Commissioner. The Grantor, however, may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS standards and specifications. Grantor agrees to review and update the conservation plan at least every five (5) years. Grantor will provide a current copy of any such approved plan to the Commissioner.

In the event of noncompliance with the conservation plan, the Grantee shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the Grantee may take all reasonable steps (including efforts at securing voluntary compliance and, if necessary appropriate legal action) to secure compliance with the conservation plan. The Grantor acknowledges the authority of the Grantee to monitor and enforce compliance with the conservation plan.

- (9) This Conveyance of Development Rights Deed does not affect the existing legal obligations of the Grantor. Specifically, but not by way of limitation, the landowner is responsible for payment of all taxes, upkeep and maintenance of the Premises, and any liability arising from personal injury or property damage occurring on the Premises.



- (10) The dumping or accumulation of trash, refuse or solid waste on the Premises is prohibited, except that the storage of agricultural products for use on the Premises and biodegradable by-products generated on the Premises is permitted in accordance with all applicable laws and regulations.
  - (11) Under no circumstances shall any improvement or activity, including but not limited to athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, cell towers or telecommunications facilities, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Premises.
  - (12) Any and all alteration, replacement, construction and/or building on the premises (including ponds, lakes, streams, rivers and/or waterways) is only allowed after written notification to and written approval from the Commissioner of Agriculture.
- B. Subject to the provisions of Paragraph A above, the Grantor for herself, her legal representatives, heirs, successors and assigns, hereby reserves all other customary rights and privileges of ownership including:
- (1) The right to privacy;
  - (2) The right to carry out regular agricultural practices;
  - (3) The right to conduct the uses defined in Subsection (q) of Section 1-1 of the Connecticut General Statutes;
  - (4) The right to lease the Premises or portions thereof for a term of less than 25 years subject to the terms of this conveyance;
  - (5) The rights of the fee simple owner of the Premises to develop, sell, give or transfer in any way the Premises in its entirety, or otherwise improve the Premises, to preserve, maintain, operate or continue the Premises as agricultural land, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Premises, as shown on the Survey, of:
    - (a) Buildings for animals, roadside stands and farm markets for sale to the consumer of food products and ornamental plants;
    - (b) Facilities for the storage of equipment used on the Premises and products of the Premises or processing thereof;
    - (c) Existing farm roads, as identified in the Premises "Baseline Documentation Report" which is incorporated by reference herein and made a part hereof, and which is on file with the Commissioner and as shown and designated on the Survey, may be maintained and repaired in their current state. No new roads may be constructed, except for approved unpaved farm roads necessary for agricultural operations on the Premises; or
    - (d) Such other improvements, activities and uses thereon as may be directly or incidentally related to the operation of the agricultural enterprise.
  - (6) The rights set forth in Paragraph B (5) above, provided that:
    - (a) The acreage and productivity of arable land for crops is not materially decreased and due consideration is given to the impact of any decrease in acreage or productivity of such



arable land upon the total farm operation; provided however, notwithstanding the foregoing, any new construction of or modification of an existing farm building necessary to the operation of a farm on the Premises including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Premises as shown on the Survey, shall be limited when added to the total square footage of all buildings (including buffers) on the Premises at the time of the new construction or modification, in the aggregate, to not more than five percent (5%) of the total of prime farmland and/or statewide important farmland, as defined by the United States Department of Agriculture, on the Premises; provided, however, nothing herein shall permit the total square footage of all buildings (including buffers) to exceed five percent (5%) of the total of such Premises of which the Grantee has purchased development rights; any new construction or modification of an existing farm building necessary to the operation of a farm may be repaired or replaced, but not enlarged, at their current location, as indicated on the Survey recorded herewith and as identified in the Baseline Documentation Report on file at the Department of Agriculture;

- (b) Impervious surfaces, which includes, agricultural buildings (with and without flooring) and paved areas within the Premises shall not exceed five percent (5%) of the total of such Premises;
  - (c) Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock;
  - (d) Installation of new utilities is prohibited, except that the fee owner may install utilities necessary for permitted uses of the Premises as long as such installation is not inconsistent with purposes of this conveyance and is done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities may be replaced or repaired at their current location; and
  - (e) Nothing herein shall permit the construction of any residence on the Premises.
- (7) The rights of the fee simple owner of the Premises to provide for the extraction of gravel or like natural elements to be used solely on the Premises for purposes directly or incidentally related to the operation of the agricultural enterprise. Gravel excavation incidental to the farm operation means removal of sand and gravel material from one location on the farm for use on another location on the farm for either construction or repair of farm roads, and/or bedding material for livestock, and/or as building materials for permitted construction of new farm buildings or residences or repair to existing farm buildings. The active borrow area of all gravel excavation cannot disturb more than one percent (1%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner. In addition, the active borrow area of all gravel excavation plus any other developed and/or impervious areas cannot disturb more than five percent (5%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner.
- (8) The rights of the fee simple owner of the Premises to the existing water and mineral rights, exclusive of gravel, except that no extraction or removal of minerals by any surface mining method shall be permitted. Furthermore, retention of such mineral rights is made subject to the purposes and provisions of Paragraphs A (2) and A (3), above. The fee simple owner shall retain all water rights necessary for present or future agricultural production on the Premises and shall not transfer, encumber, lease, sell or otherwise separate such quantity of water rights from title to the Premises.

C. The parties hereby covenant and agree that:

- (1) The Commissioner and/or his/her representative(s) may enter upon the Premises at all reasonable times for the purpose of determining compliance with the provisions of the conveyance and of Section 22-26cc of the Connecticut General Statutes.
- (2) Grantee, its successors and assigns, shall have the right to enforce the restrictions contained in this conveyance by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Premises to its condition at the time of the conveyance, as modified by any uses and alterations permitted under this conveyance.
- (3) For purposes of enforcement, the development rights hereby conveyed constitute a conservation restriction on the Premises in favor of the Grantee and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to CGS 47-42c, this development rights restriction may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes.
- (4) The provisions of Regulations of Connecticut State Agencies Sections 22-26gg-1 et seq, as amended to the date hereof, are hereby incorporated by reference and made a part hereof and shall be complied with by the Grantor.
- (5) The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this grant are documented in the Baseline Documentation Report. Grantee may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.
- (6) Grantor warrants that Grantor has good title to the Premises; that the fee owner has the right to convey the development rights to the Premises; and that the Premises are free and clear of any encumbrances.
- (7) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.
- (8) To the best of the Grantor's knowledge, information and belief, grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Premises.



- (9) This conveyance may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this development rights conveyance or conservation easement, and subject to and in accordance with the provisions of Connecticut General Statutes, Section 22-26cc(c). Any such amendment must be mutually agreed upon by the Grantee and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations.
- (10) As used herein:
- (a) Development Rights shall mean those rights as defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 22-26bb (d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and
  - (b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural easement(s), restriction(s), and easement(s) shall mean Developments Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 47- 42a (a) thereof.
- (11) Nothing herein shall constitute a waiver of the sovereignty of the State of Connecticut.

TO HAVE AND TO HOLD the above granted DEVELOPMENT RIGHTS, unto it, the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

IN WITNESS WHEREOF, I, the said Grantor(s), have hereunto set my hand and seal this  
16<sup>th</sup> day of March, 2016.

Signed, Sealed and Delivered  
in the Presence of:

Robert L. Fisher, Jr.  
Witness: ROBERT L. FISHER, JR.

Gerald R. Per  
Witness: GERALD R. PER

State of Connecticut )  
County of Litchfield ) ss. Washington

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March,  
2016 by Patricia Tanner Downes.

Robert L. Fisher, Jr.  
Robert L. Fisher, Jr.  
Notary Public  
My commission expires:

Approved as to Form:

Joseph Rubin  
Joseph Rubin Robert W. Clark  
Associate Attorney General  
Asst

Date: 4/4/16

**ROBERT L. FISHER, JR.**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JULY 31, 2017

## SCHEDULE A

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ABOVE ALL ROAD, IN THE TOWN OF WARREN, LITCHFIELD COUNTY, STATE OF CONNECTICUT AND SHOWED FOR INFORMATION TOTAL RESTRICTED FARMLAND ACRES = 25.177 ACRES ABOVE ALL ROAD WARREN, CONNECTICUT SCALE 1"=60' DATE 8/05/15 SHEET NO. 1 OF 1 DENNO LAND SURVEYING & CONSULTING, LLC 2 TUNXIS RD STE. 210 TARRIFVILLE, CT 06081," SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at an existing rebar set in the generally westerly street line of Above All Road, and being located at the generally Southeasterly corner of the herein described tract;

Thence running South 85° 09' 59" West 200.0 feet to an existing iron pipe, said iron pipe having NAD 83 coordinates of North 826047.4104 and East 834448.0923;  
Thence North 88° 47' 54" West 180.99 feet to a point;  
Thence North 87° 43' 31" West 63.76 feet to an existing rebar;  
Thence North 87° 43' 31" West 29.99 feet to an existing rebar;  
Thence North 85° 57' 11" West 29.39 feet to a point;  
Thence North 89° 35' 57" West 208.65 feet to a point;  
Thence North 88° 28' 45" West 27.86 feet to a rebar set at the generally Southwesterly corner of the herein said tract.

The last 6 courses running along a stone wall and abutting Southerly land now or formerly of K. Joseph Edward and Jane A. Manley;

Thence North 13° 59' 07" West 195.47 feet to a point;  
Thence North 15° 56' 43" West 271.10 feet to a point;  
Thence North 17° 08' 14" West 89.47 feet to a set rebar;  
Thence North 16° 02' 43" West 170.20 feet to a point;  
Thence North 16° 43' 31" West 132.32 feet to a set rebar; said rebar having NAD 83 coordinates North 826885.3353 and East 833674.4528;  
Thence North 24° 22' 30" West 106.90 feet to a point;  
Thence North 19° 05' 12" West 124.78 feet to a point;  
Thence North 15° 55' 33" West 102.23 feet to a point;  
Thence North 19° 17' 35" West 144.47 feet to a point;  
Thence North 16° 45' 00" West 127.22 feet to a point;  
Thence North 23° 30' 06" West 37.23 feet to a point at the generally Northwesterly corner of the herein said tract;  
A rebar is set South 66° 30' 48" West 1.11 feet from the generally Northwesterly corner of the herein said tract.

The last 11 courses running along a stone wall and abutting Westerly land now or formerly of K. Tucker and Karen K. Anderson;



Thence North 82° 46' 20" East 496.71 feet to a point at a generally Northeasterly corner of the herein said tract;

A rebar is set South 04° 11' 37" West 1.20 feet from a generally Northeasterly corner of the herein said tract, said rebar having NAD 83 coordinates of North 827553.7490 and East 833954.9961.

The last course running along a rock wall and abutting Northerly land now or formerly of Jane V. Lindley;

Thence South 15°56'01" East 265.71 feet to a point;  
Thence South 27°31'11" East 29.11 feet to a point;  
Thence South 22°26'41" East 103.40 feet to a point;  
Thence South 19°05'11" East 54.69 feet to a point;  
A rebar is set South 85° 30' 30" West 2.39 feet from this point;

Thence North 69°22'49" East 29.99 feet to a point;  
Thence North 81°22'59" East 57.00 feet to a point;  
Thence North 79°31'39" East 146.66 feet to a point;  
Thence North 77°07'49" East 53.91 feet to a point;  
Thence North 81°27'09" East 98.51 feet to a point.  
A rebar is set North 69° 54' 09" East 3.69 feet from a generally Northeasterly corner of the herein said tract.

The last 9 courses running along a rock wall and abutting generally Northerly land now or formerly of Jane V. D. H. Lindley;

Thence South 12°46'33" East 100.04 feet to a point;  
Thence South 10°48'53" East 154.71 feet to a point;  
Thence South 08°52'44" East 346.71 feet to a point;  
Thence South 06°53'03" East 545.13 feet to a rebar at the Southeasterly corner of the herein said tract and place of beginning.

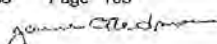
The last 4 courses running along the Westerly side of Above All Road.

SAID PARCEL CONTAINS 1,096,689 SQ. FT. OR 25.177 ACRES.

SCHEDULE B

Said premises are subject to the following encumbrances, liens, restrictions or exceptions:

1. Any and all provisions of any ordinance, municipal regulations, or public law, including, but not by way of limitation, the effects, if any, of the Inland-Wetlands Act of the State of Connecticut and any state or local building or zoning ordinance or regulation.
2. Any riparian, drainage or littoral rights of others in and to any stream or other body of water adjoining, situated on or passing through the premise.
3. Any farmland classification or special use tax classifications per assessor's field card now and thereafter.
4. Any and all laws, ordinances and governmental regulations restricting, regulating or prohibiting the occupancy, use or enjoyment of the land and regulating the character, size or location of any improvements now or hereafter erected on said land.
5. Any easement, covenant, restriction, limitation, encumbrance, building or set-back line, use, defect, encroachment, statement, map and survey reference or condition and the like shown on any map or survey specifically set forth and described in this Conveyance of Development Rights Deed including any and all notes or marginal data shown thereon.

Received for Record 04/07/2016  
at 09:25:00 AM  
Recorded in WARREN Land Records  
Volume 88 Page 105  
ATTEST:   
Warren Town Clerk





## SCHEDULE A

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ABOVE ALL ROAD, IN THE TOWN OF WARREN, LITCHFIELD COUNTY, STATE OF CONNECTICUT AND SHOWN ON A MAP ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF [REDACTED] ACRES OWNED = 25.177 ACRES TOTAL RESTRICTED FARMLAND ACRES = 25.177 ACRES ABOVE ALL ROAD WARREN, CONNECTICUT SCALE 1"=60' DATE 8/05/15 SHEET NO. 1 OF 1 DENNO LAND SURVEYING & CONSULTING, LLC 2 TUNXIS RD STE. 210 TARRIFVILLE, CT 06081." SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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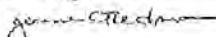
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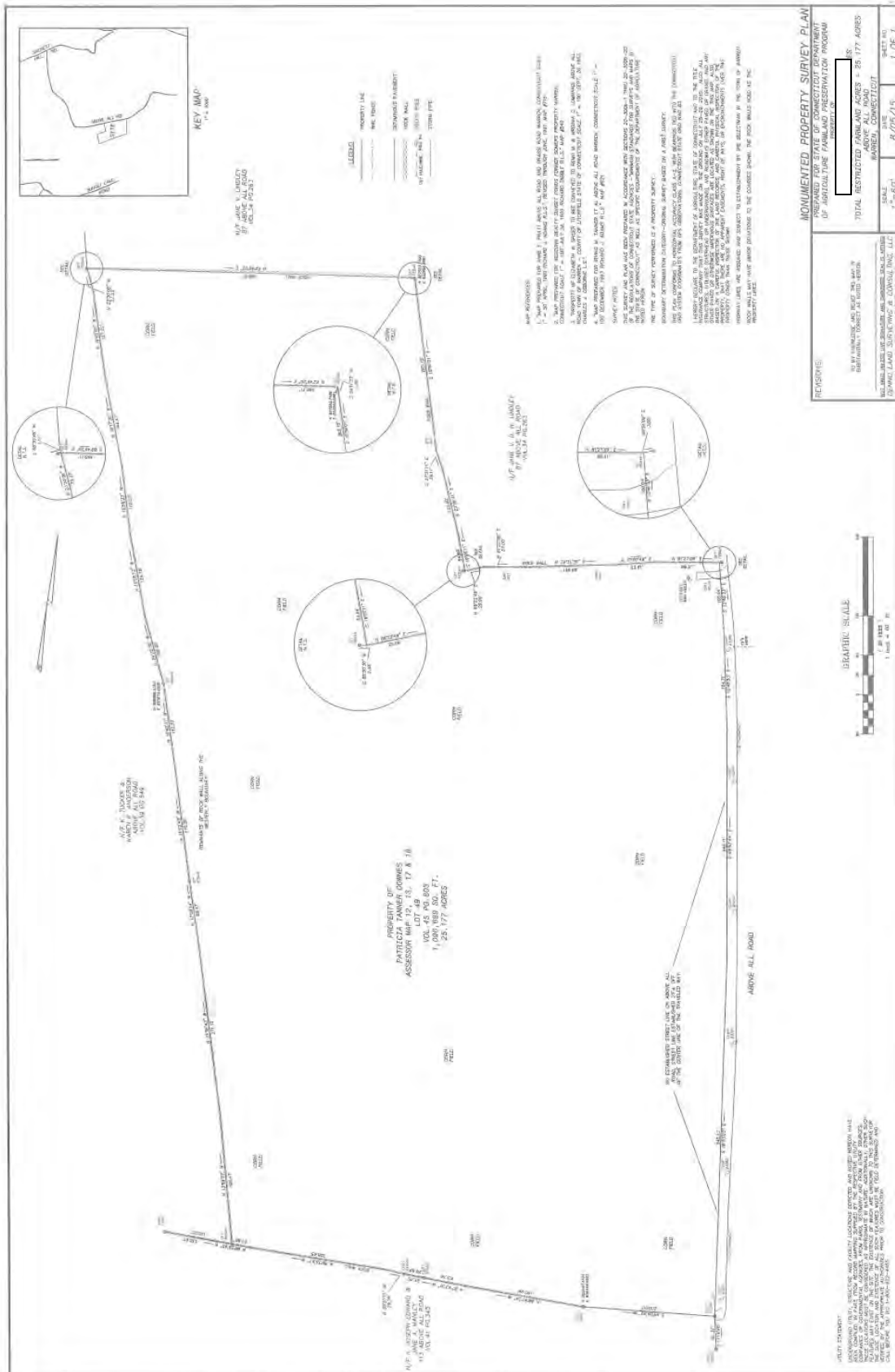
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Received for Record 04/07/2016  
at 09:26:00 AM  
Recorded in WARREN Land Records  
Volume 88 Page 115  
ATTEST:   
Warren Town Clerk



# Appendix F - Survey Map



## Appendix G – Sample Agricultural Leases

### SAMPLE MULTI-YEAR LEASE AGREEMENT

**This Lease Agreement** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_ as lessor (“Lessor”), and \_\_\_\_\_ as lessee (“Lessee”), for the Lease of certain land bounded by \_\_\_\_\_ in \_\_\_\_\_, for the purpose of establishing and developing an agricultural enterprise.

#### I. Prologue and Statement of Purpose

Whereas both parties share a mutual interest in the long-term health and productivity of the agricultural lands and related features described below; and whereas the Lessor wishes to offer a secure and affordable farming opportunity to the Lessee; and whereas the Lessor wishes the property to be maintained according to high standards of stewardship, the parties agree as follows:

#### II. Description of Leased Premises

a) The Premises shall consist of cropland and other land, roads and structures as more particularly described in Attachment A.

b) *If applicable:* So that the Lessee can reside in close proximity to the land and provide for its care and supervision, Lessor and Lessee shall also be parties to a separate residential lease agreement for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ for the farmhouse property located at \_\_\_\_\_ (the “Residential Lease”). If the parties agree to an extension of the term of this Lease, either via an amendment to this Lease or the execution of a new lease between the parties, Lessor shall also offer Lessee an extension of the Residential Lease for a similar term, with the rental amount and other terms of such extension to be mutually agreeable to both parties.

#### III. Lease Term

a) The term of this Lease shall be for a period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

b) No later than three months prior to the termination of this Lease, the parties have the option to negotiate a new Lease.

#### IV. Lease Fee

a) Lessee, on or before the first day of the Lease term, shall pay Lessor an annual Lease fee of \$ \_\_\_\_\_ for the first full calendar year of the Lease term, subject to adjustment as provided in paragraph (b), below. Beginning on January 15, \_\_\_\_\_, and continuing on each subsequent January 15 of the Lease term, the Lessee shall pay the Lessor a Lease fee equal to the prior year’s Lease fee (without

taking into account the adjustment in paragraph (b), below), increased by the greater of: (1) 3% of the prior year's Lease fee, or (2) the annual percentage change during the prior calendar year in the Consumer Price Index prepared by the Bureau of Labor Statistics of the United States Department of Labor for urban consumers in the northeast region.

This fee takes into consideration approximately \_\_\_\_\_ acres of active cropland, \_\_\_\_\_ acres woodland, and approximately \_\_\_\_\_ acres of necessary and related land, including access roads, field edges and land, some suitable for future production.

b) Notwithstanding the foregoing, Lessor recognizes that Lessee may incur start-up costs at the beginning of the Lease term related to improving the agricultural soils on the Premises or making other improvements to the Premises. Toward that end, the first annual Lease fee, due on \_\_\_\_\_, will be reduced by \$ \_\_\_\_\_.

c) All Lease fees shall be due according to the schedule described in paragraph (a). A penalty of 1.5% per month will be assessed on late payments for each 30-day period that such payments are past due. This equates to an annual rate of approximately 18% on past due payments.

d) The Lease fee may be renegotiated for any Lease extension.

e) Farm utilities are not included and such costs are to be borne by the Lessee.

#### V. Permitted Uses and Use Restrictions

a) Lessee is hereby permitted all normal activities associated with agricultural purposes including but not limited to: planting, cultivating and harvesting of crops, including perennial crops; application of soil amendments; pest and weed management, erection and management of temporary structures such as greenhouses, hoop houses, temporary fencing, irrigation systems, livestock sheds etc.; use, routine maintenance and storage of tools and equipment; post-harvest washing, cooling, sorting, and packing; keeping of bees for farm pollination; management of brush, field edges and roads; conversion of necessary and related land to agricultural production including but not limited to row crops and perennial plantings; and on-site sales of goods produced on the Premises as permitted by local regulations. Lessee may conduct educational and other public programming on the Premises related to, and in furtherance of, farm stewardship.

b) Lessee agrees to prepare and comply with a Conservation Plan under the guidance of the USDA Natural Resources Conservation Service or comparable agricultural technical service provider. Such plan shall include applicable conservation practices including but not limited to crop rotation, drainage management, soil fertility, waste management, etc. The plan shall be periodically reviewed and updated by the provider, Lessee and Lessor. Lessee shall complete annual soil tests and amend the soil as indicated at his/her own expense. In



addition, Lessee shall provide Lessor with a copy of Lessee's annual crop plan for informational purposes only.

c) Lessee agrees to abide by stewardship standards and practices as specified in Attachment B.

d) Lessor and Lessee shall conduct joint inspections of the Premises on an annual basis at minimum. In the interests of fostering frequent communication and a positive working relationship between the parties, Lessor may, at any time and from time to time, designate one or more individuals to act as Lessor's representative to the Lessee on all issues related to this Lease, including, without limitation, property management, stewardship standards and planning issues.

e) The Lessee shall not, unless by mutual agreement and prior approval to the contrary, engage in any of the following activities on the Premises: cutting trees; erection of permanent fencing or structures; storing vehicles or farm equipment not essential to the farm operation; retail operations, except as provided herein; public events.

f) Lessor reserves the right to approve plans as to design, location and materials of approved activities and structures.

g) Lessee agrees to abide by all local, state and federal laws and regulations.

h) Lessee agrees to apply for all applicable permits at Lessee's expense, subject to any advance agreement between the parties to share such expenses.

i) Lessor reserves the right to enter the property for the purposes of inspection with 24 hours prior notification to the Lessee.

#### VI. Maintenance, Repairs and Improvements

a) Lessee is responsible for normal maintenance of the Premises including, without limitation, performing all minor repairs and \_\_\_\_\_  
The Lessee will also keep the Premises free of trash to the greatest extent feasible.

b) At the commencement of this Lease and annually (in January of each calendar year or in such other month as may be mutually agreed to by the parties) or upon extension, Lessor and Lessee shall agree on major repairs, additions, alterations, replacements and improvements. Such specification shall be in written form and signed by both parties. (See Attachment E.)

c) With prior written approval from the Lessor (pursuant to the process described in Section VI (b), above, or at such other times mutually agreed to by the parties), the Lessee may place and maintain improvements including but not limited to any structures, wells, fencing, and perennial plantings upon the Premises.

d) In each case, both parties shall agree in writing as to how the costs of such major repairs, additions, alterations, replacements and improvements shall be allocated and whether the Lessee will have the right to remove such improvement at the conclusion of the Lease term in accordance with Section VI(f), below.

e) The Lessee shall be responsible for maintenance of all improvements constructed or installed after the date of this Lease.

f) Subject to the provisions of any specific agreements between the parties made in accordance with the provisions of Section VI(d), above, at the termination of the Lease, the Lessee may have the right to remove certain improvements constructed or installed after the date of this Lease, or may be required by the Lessor to do so, and return the property to its prior condition. Alternatively, the improvement may remain and become the property of the Lessor. The Lessor shall not be obligated to compensate the Lessee for the remaining improvements; however, the Lessor and the Lessee may establish alternative agreements set forth in writing and signed by both parties.

## VII. Insurance

a) Lessee is responsible for maintaining general liability insurance with coverage of \$2 million aggregate/\$1 million per occurrence and naming Lessor as additional insured during the period of the Lease.

b) Lessor shall maintain fire and extended casualty insurance coverage on the premises; such coverage shall be adequate to replace or repair farm buildings, if any, or equipment regularly used by the Lessee that may be destroyed by fire, flood or other casualty loss and to replace or repair such structure as soon as practicable.

c) Lessee shall provide Lessor with evidence of the above insurance coverage at the commencement of the Lease term and annually thereafter on the renewal date of such policies.

## VIII. Transfer, Sale, Assignment and Sublease

a) Lessee may not sublease or assign the Lease without written permission from the Lessor. Lessor may, in Lessor's sole discretion, refuse to grant such permission or may stipulate conditions for such assignment or sublease.

b) The terms of this Lease shall remain with the land; sale of the Premises or portions thereof shall not invalidate lease terms. However, Lessee agrees to abide



by terms of any conservation or agricultural easement placed upon the Premises or portions thereof. Such terms shall not unduly restrict normal agricultural activities.

IX. Termination and Default

a) Either party may terminate this Lease only upon default by the other as specified in (b) below. Upon termination at the end of the Lease term or for any other reason, Lessee must vacate the property and remove all personal possession and any improvements that Lessee is required or permitted to remove per Section VI above. Property must be left in the same condition as at the commencement of this Lease, or better, normal wear and tear notwithstanding. If either party shall default in the performance of any of its obligations, covenants or agreements under this Lease and such default shall not be cured within sixty (60) days after written notice to the defaulting party, then the non-defaulting party may declare the Lease terminated.

b) Events of default by Lessee shall include, without limitation, the failure to: (i) pay the Lease fee when due, (ii) comply with the stewardship standards described in Attachment C, (iii) comply with repair and maintenance standards under Section VI, and (iv) maintain the insurance coverage required under Section VII.

c) Events of default by Lessor shall include, without limitation, (i) failure to make the Premises fully available to Lessee for the establishment and development of an agricultural enterprise, and \_\_\_\_\_.

d) The parties recognize that weather, "acts of God" or similar unforeseen events may, in extreme circumstances, interfere with the Lessee's farming practices and could prevent the Lessee's timely compliance with the terms of the Lease. The Lessor shall take such circumstances into account before declaring an event of default. If the Lessor fails to remedy any default within the above-described 60-day period, the Lessee has the right to withhold rent and to pursue other remedies. A default under the Residential Lease entered into between the parties shall constitute a default under this Lease, and vice versa.

XI. Dispute Resolution

Both parties agree to the best of their abilities to resolve any disputes regarding the interpretation and performance of this Lease through mutual good faith effort. All disputes that cannot be resolved through such efforts shall be determined and settled by arbitration in Boston, Massachusetts in accordance with the rules and procedures of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, except that each party shall pay for the cost of its own experts, evidence, and legal counsel.

XII. Severability

If any part of this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent such provision.

XIII. Amendments

No change in this Lease shall be effective unless it is in writing and signed by both parties.

XIV. Joint and Several Liability

All persons comprising the Lessee shall be jointly and severally liable for the Lessee's obligations hereunder.

IN WITNESS THEREOF, the parties have executed this Lease to be effective as of the date first set forth above.

LESSOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments

Attachment A. Description of Leased Premises

Attachment B. Lease fee schedule

Attachment C. Stewardship Standards

Attachment D. NRCS Farm Conservation Plan or equivalent

Attachment E. New Improvements

**Attachment A. Description of Leased Premises**

See Attached Base Map

[Video base line to be provided by Lessor detailing field edges, potential farm stand location, condition of existing walls and fences]

**Attachment B. Lease fee schedule**

*Insert detailed spreadsheet*

**Attachment C. Stewardship Standards**

**[FOR DISCUSSION PURPOSES]**

The purpose of these stewardship standards is to embody Lessor's and Lessee's mutual commitment to protecting and enhancing the natural resources of the Premises. Both parties prioritize the long-term health and sustainability of the natural resources of the site.

1. Lessee will prepare within 9 months of the Commencement Date, and comply with a conservation plan prepared by a qualified consultant or agency (Attachment D to this Lease). The plan may use a Holistic Management framework. Such plan will address, at minimum, the following:
  - a. Agricultural soils management and enhancement
  - b. Non-productive land, including field edges, wetland, scrub and shrub areas, land under and around structures, access roads
  - c. Weed and pest management
  - d. Water resources including irrigation water management, drainage management and improvement
  - e. Wildlife habitat
  - f. Cultural resources, including stone walls, historic and archeological features
  - g. Crop placement and rotation
2. Comply with all current and future woodlot management plans. Lessee may be granted permission, in consultation with Lessor and Lessor's forester, to harvest firewood for use by Lessee in Lessee's farming enterprise or for heating the house on the farm.
3. Both parties agree to review and discuss these standards annually, with the understanding that their observance is a condition of this Lease.

4. With exceptions for fruit tree cultivation, Lessee shall use Lessee's best efforts to bring and maintain the property to be certifiable under any organic certification program.
5. The Lessee agrees to manage the Premises to maintain a visually pleasing environment, free of debris, junk and trash.
6. The Lessee is permitted to create and maintain new cropland by clearing brush and saplings; removal of trees greater than 6 inches in diameter shall require prior consent of Lessor and shall be in accordance with any woodlot management plans. The Lessee is permitted to manage field edges to prevent encroachment, improve air circulation and manage pests.
7. In recognition of the parties' shared interest in fostering bird populations, Lessee shall, to the greatest extent practicable, protect and enhance bird habitat, in balance with normal agricultural activities permitted in this Lease and Lessor's woodlot management plan (e.g., clearing field edges, removing brush and trees).

**Attachment D. NRCS Farm Conservation Plan or equivalent**

To be completed within nine months of lease Commencement Date.

**Attachment E. New Improvements**

Capital improvements completed post Commencement Date to be listed here:



## Sample Short-term Lease Agreement

This agreement is between \_\_\_\_\_ (landowner) and \_\_\_\_\_, (tenant), for the lease of certain parcels of land for the purpose of \_\_\_\_\_ [describe agricultural purpose(s) and operation].

1. The parcel(s) contained in this agreement are is/described as follows: [parcel location, acreage, bounds, features, condition, etc.]

2. The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_ except as terminated earlier according to the provisions below.

3. The tenant agrees to pay a lease fee to the landowner of \$\_\_\_\_\_ per acre or \$\_\_\_\_\_ total, per year. The tenant agrees to pay such sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed. A late penalty of up to [ ]%/month may be assessed on all late payments. This lease fee may be renegotiated annually.

4. Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, including but not limited to:

The tenant agrees to employ standard best management practices. It shall not be considered a default of this Lease if weather or other circumstance prevents timely practices or harvesting.

5. Prohibited Uses: The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s):

6. The tenant agrees to prepare an annual management plan for review by the landlord, complete annual soil testing, and apply amendments as indicated at his/her own expense. The tenant agrees to proper disposal of trash and waste. The tenant further agrees:

7. The [landowner/tenant] agrees to pay all taxes and assessments associated with this parcel.

8. The farmer agrees to provide the landowner with evidence of liability insurance coverage.

9. Either party may terminate this lease at any time with \_\_\_\_\_ month notice to the other party. The tenant agrees not to assign or sublease his/her interest.

10. The terms of this lease may be amended by mutual consent.

11. A default in any of these provisions by either party may be cured upon written notice by the other party within \_\_\_\_\_ days of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

12. Landowner retains his/her right to access the parcel(s) for the purposes of inspection with prior notification to the tenant.

13. Other special terms and conditions in this lease:

signed:

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

Attachments may include:

- Plan of land
- NRCS or other Farm Conservation Plan
- Proof of insurance
- Other documents as mutually agreed

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## Appendix H – Ground Photographs



Photo #1 – Open agricultural field in from center of Preserve along Above All Road



Photo #2 – Approximate southern boundary of Preserve from Above All Road





Photo #3 – Open field from southeast corner along Above All Road



Photo #4 – Farm road leading into Preserve off of Above All Road



Photo #5 – Area within Preserve cultivated for hay facing southward from farm road



Photo #6 – Area within Preserve cultivated for hay facing westward towards abutting woodland from farm road





Photo #7 – Uncultivated area north of farm road

## Appendix H - Correspondences with DoAg



21 June 2017

Mr. Cameron Weimar  
Director of Farmland Preservation  
Connecticut Department of Agriculture  
450 Columbus Boulevard, Suite 703  
Hartford, CT 06103-1841

Dear Mr. Weimar,

I am writing to follow up on and provide further detail regarding a proposed walking path around the perimeter of the Downes property on Above All Road.

Rest assured that we are well aware that the property is dedicated to agricultural use; we fully appreciate and respect that intention. Indeed, ensuring that the parcel is maintained as farmland in perpetuity is one reason compelling us to take ownership of it. There is no question of constructing fencing, parking, a driveway, or anything else that would impede the property's agricultural usage.


Currently, there is a 15-foot perimeter of brush between the property line and the farm field. The farmer occasionally uses this perimeter zone to facilitate movement of his equipment in the field. We propose clearing the brush to reclaim this area as a simple walking path; this would benefit the farmer as well as the community at large. There is currently parking available on the street. Given Warren's small size and our experience with other publicly accessible parcels, we do not envision any need for additional parking.

Our interest in pursuing this walking path is twofold. First, public access is increasingly important to the IRS and similar entities as justification for conserving land - although there are many other reasons for land conservation, this is a principle with which we certainly do not disagree. In addition, the Downes property is in very close vicinity to two other publicly accessible properties: Above All State Park and the Warren Land Trust's Strong Preserve. The first is across the street from the Downes farm field, and includes a short trail leading to an abandoned Cold War-era radar tower. There is a small parking area at the site. The Strong Preserve,



Tim - 860 868 0814  
Rebecca- 860 868 1277

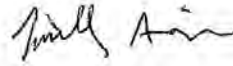
50 Cemetery Road, Warren, CT 06754  [info@warrenlandtrust.org](mailto:info@warrenlandtrust.org)  [www.warrenlandtrust.org](http://www.warrenlandtrust.org)

*Printed on  Recycled Paper*

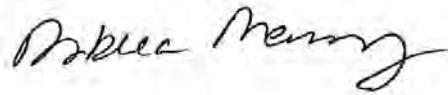
also on Above All Road, belonged to one of Warren's first families, and encompasses woodlands as well as ruins of a 19<sup>th</sup>-century homesite. A simple walking path around the Downes field would afford a visitor to Above All Road the opportunity to enjoy some of Warren's most salient – and appealing – characteristics: agricultural fields, woodlands, and a rich history.

We hope that you and your colleagues at the Department of Agriculture will understand our motivations for seeking to clear this path, and that it does not in any way undermine or contradict the land's dedication to agricultural use.

Sincerely,



Tim Angevine  
Chair, Land Acquisition and  
Stewardship Committee  
Warren Land Trust



Rebecca Neary  
President  
Warren Land Trust

**From:** Weimar, Cameron <[Cam.Weimar@ct.gov](mailto:Cam.Weimar@ct.gov)>  
**Sent:** Tuesday, July 18, 2017 3:45 PM  
**To:** Timothy Angevine; [info@warrenlandtrust.org](mailto:info@warrenlandtrust.org)  
**Subject:** Perimeter walking trail on Downes PDR farmland, Warren

Dear Tim,

Glad we had an opportunity to speak on the phone. Per the conditions stated in your attached letter, we approve of the perimeter walking trail, as long as it does not diminish the agricultural use and productivity of the Downes PDR farmland.

Best, Cam

***\*\*\*Please note our new physical & mailing address, as of January 9<sup>th</sup>, listed below\*\*\****

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Cameron Weimar  
[cam.weimar@ct.gov](mailto:cam.weimar@ct.gov) 860.713.2511  
Director of Farmland Preservation  
Connecticut Dept. of Agriculture  
450 Columbus Blvd. Suite 703  
Hartford, CT 06103-1841



## Appendix I - Preparer's Qualifications

### A. Hunter Brawley

95 Pilgrim Drive, Windsor, CT 06095

860-219-9900

hbrawley@gmail.com

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## ***PROFESSIONAL EXPERIENCE***

### **Owner/Manager, Brawley Consulting Group LLC, Windsor, CT**

(January 2008 to present).

Provides land conservation and management services to local land trusts and conservation organizations, including designing and implementing habitat restoration projects, grant writing, trail design and construction, crafting and monitoring conservation Easement, boundary posting, baseline documentation reports and developing property management plans.

### **Land Manager, Kent Land Trust, Kent, CT**

(September 2008 to August 2014)

Manage all land trust properties and help acquire, monitor and enforce conservation Easements. Responsibilities also include securing funding for habitat restoration projects and preparing baseline documentation reports (BDRs) and property management plans. Addressed backlog of stewardship items required for Kent Land Trust to become the second land trust in Connecticut accredited by the Land Trust Accreditation Commission.

### **Land Manager, Naromi Land Trust, Sherman, CT**

(March 2004 to present)

Manage all land trust properties and help acquire, monitor and enforce conservation Easements. Responsibilities also include designing and building trails, securing funding for habitat restoration projects, and assisting with organizational and administrative tasks. Work cooperatively with the town and other conservation organizations to identify and prioritize lands for future acquisition. [www.naromi.org](http://www.naromi.org)

### **Project Manager, Northeast Instream Habitat Program, Amherst MA.**

(January 2004 to March 2005)

Coordinated all facets of two fisheries habitat assessment projects working with researcher at the University of Massachusetts, including project planning, data collection, hiring and overseeing seasonal staff, data analysis and report preparation. <http://www.neihp.org/index.htm>

### **Executive Director, Pomperaug River Watershed Coalition, Southbury, CT**

(July 2001 to May 2003).

Managed all activities of non-profit watershed management organization dedicated to conserving regional water resources, including research, outreach, budgets, grant writing, website development, fundraising, and volunteer relations. [www.pomperaug.org](http://www.pomperaug.org)

### **Senior Project Manager, LabLite LLC, New Milford, CT**

(January 2000 to June 2001)

Product development, testing, sales, and customer service for a software company that provides Laboratory Information Management Software (LIMS) to environmental and other laboratories. [www.lablite.com](http://www.lablite.com)

### **Research Coordinator, The National Audubon Society, Southbury, CT**

(March 1998 to January 2000)

Designed and implemented all research on birds and other wildlife at the 625-acre wildlife sanctuary. Conducted natural resources inventory, created checklists of wildlife and plants, established environmental education programs, and coordinated cooperative research projects with state agencies and regional conservation organizations.

[http://ct.audubon.org/IBA\\_BOR.html](http://ct.audubon.org/IBA_BOR.html)



**Environmental Analyst, Land-Tech Consultants, Inc., Southbury, CT**

(November 1996 to February 1998)

As Project Manager conducted environmental impact statements, wetland assessments, and wildlife surveys; prepared federal, state and local permit applications; designed pond and tidal wetland restoration projects; and conducted lake diagnostic studies. Worked with state agencies and local land use agencies to mitigate impacts of residential and commercial development projects. [www.landtechconsult.com](http://www.landtechconsult.com)

**Wetland Ecologist, The Deep River Land Trust, Deep River, CT.**

(July to October 1995)

Worked in association with The Nature Conservancy Connecticut Chapter on a conservation project at two freshwater tidal marshes in the lower Connecticut River. Position entailed mapping dominant vegetation communities, identifying potential environmental impacts, researching information on appropriate buffer zones and recommending methods for long-term monitoring of the system.

**Research Assistant, The Nature Conservancy CT Chapter, Weston, CT.**

(May to July 1995)

Assisted with research on the productivity and survivorship of Worm-eating Warblers at the 1700-acre Devil's Den Preserve in Weston, CT. Responsibilities included mist-netting, bird banding, and locating and monitoring approximately 25 nest sites throughout the breeding season.

<http://www.nature.org/wherework/northamerica/states/connecticut/>

**Master's Thesis Research, Connecticut College, New London, CT.**

(September 1993 to May 1995)

Conducted two-year study investigating relationships between bird populations and environmental conditions in tidal wetlands of Connecticut. Quantified bird use, vegetation, and selected environmental parameters in eight tidal marsh systems on the Long Island Sound to assess the use of birds as indicators of environmental quality.

<http://www.conncoll.edu/departments/botany/index.htm>

**Research Associate, Connecticut College Arboretum, New London, CT.**

(Sept. 1992 to January 1994)

Conducted a natural resources inventory of The Harriet C. Moore Foundation property in Westerly, RI., including producing lists of all plants and animals (flora and fauna), conducting a breeding bird census, and identifying and tagging over 100 ornamental trees. Developed a five-year plan for the management and use of this 35-acre public land preserve.

<http://arboretum.conncoll.edu/>

**Principal Investigator, The Nature Conservancy CT Chapter, Middletown, CT**

(summer 1994)

Studied five marshes in the tidelands of the lower Connecticut River to assess the impacts of the spread of common reed (*Phragmites australis*) on bird populations. Designed project that included the systematic collection of data on bird use, vegetation sampling and an analysis of physical site characteristics.

<http://www.nature.org/wherework/northamerica/states/connecticut/>

## ***EDUCATION***

Connecticut College, New London, CT. Master of Arts in Botany, 1995.

Connecticut College, New London, CT. Bachelor of Arts in American History, 1982.

The Loomis Chaffee School, Windsor, CT. Graduated 1978.

## ***PUBLICATIONS***

Brawley, A. H., Zitter, R. and L. Marsicano, Editors. 2005. Candlewood Lake Buffer Guidelines. Candlewood Lake **News** Special Edition, Vol 1:21.

Warren, R.S., P. E. Fell, R. Rozsa, A. H. Brawley, A. C. Orsted, E. T. Olson, V. Swamy and W. A. Niering. 2002. Salt Marsh Restoration in Connecticut: 20 years of Science and Management. *Restoration Ecology* 10 (3) 497-513.

Markow, J. and H. Brawley. 2001. Herpetofaunal and Avifaunal Surveys of Vaughn's Neck Peninsula, Candlewood Lake, Connecticut. Report to the Town of New Fairfield, CT. 32 p.

Brawley, A. H. 1998. A Vegetation Survey and Conservation Analysis of Vaughn's Neck Peninsula. Report to The Candlewood Lake Authority. The National Audubon Society. 11 p.

Brawley, A. H., R. S. Warren and R. A. Askins. 1998. Bird Use of Restoration and Reference Marshes within the Barn Island Wildlife Management Area, Stonington, Connecticut, USA. *Environmental Management* 22(4): 625-633.

Marsicano, L. J. and A. H. Brawley. 1997. Land Use, Watersheds, and Aquatic Resources. *Connecticut Woodlands* 62(3): p. 21.

Niering, W. A., and A. H. Brawley. 1996. Functions and Values Assessment of Area A Downstream Wetlands and Watercourses. Naval Submarine Base New London, Groton, CT. Report to Brown & Root Environmental, The Environmental Protection Agency, and The United States Navy. 36 p.

Brawley, A.H. 1995. Pratt and Post Coves: A Vegetation Survey and Conservation Analysis. Report to the Deep River Land Trust, Deep River, CT. 62 p.

Brawley, A.H. 1995. Birds of Connecticut's Tidal Wetlands: Relating Patterns of Use to Environmental Conditions. Master's Thesis, Connecticut College, New London, CT. 87 p.

Brawley, A.H. 1994. Birds of the Connecticut River Estuary: Relating Patterns of Use to Environmental Conditions. Report to the Nature Conservancy Connecticut Chapter Conservation Biology Research Program, Middletown, CT. 23 p.

Brawley, A.H., G.D. Dreyer. 1994. Master Plan for the Future Management and Use of Moore Woods. Connecticut College Arboretum Publication. New London, CT. 65 p.

Brawley, A.H., G.D. Dreyer and W.A. Niering. 1993. Connecticut College Arboretum Phase One Report to the Harriet Chappell Moore Foundation. Connecticut College Arboretum Publication. New London, CT. 100 p.

## ***ACTIVITIES***

Forest and Trail Conservation Committee, Connecticut Forest & Park Association (CFPA)

Coverts Project Cooperator, UConn Cooperative Extension System