

Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Office of Planning & Community Development

TO: Simsbury Planning Commission
FROM: George K. McGregor, AICP
DATE: May 3, 2023
SUBJECT: **8-24 Referral – Squadron Line School Easement**

On May 8, 2023, the Town of Simsbury Board of Selectmen is expected to refer the above action to the Planning Commission for a referral under Section 8-24 of the State Code.

The Simsbury School District is working with the adjacent property owner, Tobacco Valley Solar, on an easement agreement which would allow the Squadron Line school to use and maintain a portion of the property for outdoor classroom and related activities.

State Code requires the Board to request a referral by the Planning Commission. The Commission reviews and reports on consistency with the goals and policies found in the Plan of Conservation and Development.

Sec. 8-24. Municipal improvements. No municipal agency or legislative body shall (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the commission for a report.

Staff finds the project is consistent with the Plan of Conservation and Development which seeks address specific community facility needs. For schools, we pledge to “provide education facilities to meet community needs” (Goal 12.2, p. 104)

GKM

Telephone (860) 658-3245

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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Referral to the Planning Commission pursuant to CGS 8-24 for Squadron Line School/Tobacco Valley Solar Easement
- Date of Board Meeting:** May 8, 2023
- Individual or Entity Making the Submission:**
Nicholas Boulter, Interim Town Manager, George McGregor, Director of Planning and Community Development
- Action Requested of the Board of Selectmen:**
Refer the easement agreement for the use of .24 acres to Planning Commission for review and report under Section 8-24 of the CGS.

Move, effective May 8, 2023, to refer the easement agreement between the Town and Tobacco Valley Solar for the use of .24 acres of open space for an outdoor classroom and other school activities to the Planning Commission for review and report under Section 8-24 of the Connecticut General Statutes.

- Summary of Submission:** The Town of Simsbury School Board and the owner of 55 Hoskins Rd. desire to enter into an easement agreement to allow the Squadron Line School to utilize a .24-acre portion of property owned by Tobacco Valley Solar for passive, outdoor use, including outdoor classroom activities.

Under Connecticut State Statutes:

Sec. 8-24. Municipal improvements. No municipal agency or legislative body shall (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, substantially improve, acquire land for, abandon, sell or lease any airport, park, playground, school or other municipally owned property or public building, (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the commission for a report.

- Financial Impact:**
No cost associated with the referral process. Ongoing Maintenance.
- Description of Documents Included with Submission:**
Draft Easement

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2023 by and between DESRI TVS REAL ESTATE HOLDINGS LLC, a Delaware limited liability company having a mailing address at c/o D.E. Shaw Renewable Investments, L.L.C., 575 5th Avenue, 35th Floor, New York, New York 10017 (hereinafter referred to as the “**Grantor**”) and the TOWN OF SIMSBURY, a municipality organized under Connecticut General Statutes having a mailing address at 933 Hopmeadow Street, Simsbury, Connecticut 06070 (hereinafter referred to as the “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of real property comprising approximately 52.6 acres, commonly known as 55 Hoskins Road, Town of Simsbury, County of Hartford and State of Connecticut and designated as Map H05 Block 103 Lot 024 on the tax map for the Town of Simsbury, Connecticut (the “**Grantor’s Property**”); and

WHEREAS, Grantee is the owner of that certain adjacent parcel of real property comprising approximately 20.2 acres, commonly known as 44 Squadron Line Road, Town of Simsbury, County of Hartford and State of Connecticut and designated as Map G05 Block 103 Lot 019A on the tax map for the Town of Simsbury, Connecticut (the “**Grantee’s Property**”), upon which the Squadron Line Elementary School is located (the “**School**”); and

WHEREAS, Grantor desires to grant to Grantee and the School, an exclusive easement to construct, keep, use, maintain, repair and replace an outdoor classroom area for use by the School and its students, teachers, staff, administrators, guests and invitees on a portion of the Grantor’s Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor and the Grantee hereby agree as follows:

1. Grant of Easement. Grantor, for itself and for its successors and/or assigns, hereby conveys and grants to Grantee, its successors and assigns and the School, an exclusive easement for a period of ninety-nine (99) years from the date of this Agreement (the “**Easement**”) over, under, in, across and upon a portion of Grantor’s Property (the “**Easement Area**”) to construct, keep, use, maintain, repair and replace an outdoor classroom area for use by the School and its students, teachers, staff, administrators, guests and invitees. The Easement granted herein shall include the right to spread wood chips, place tables and chairs and erect tents or other small temporary structures within the Easement Area. In areas of the Easement Area not covered by wood chips, Grantee shall plant and/or maintain the current vegetation within the Easement Area. The Easement Area is situated wholly within Grantor’s Property, is comprised of approximately 0.24 acres and is more particularly shown and designated as the “Easement Area” on that certain survey map attached hereto and made a part hereof as **Exhibit A** (the “**Survey Map**”).

2. Use of Easement Area.

(a) Grantee's, its successors and assigns, shall have the right to use and enjoy the Easement Area for all lawful purposes in any manner not inconsistent with this Agreement.

(b) Grantor shall not obstruct, impede or interfere in Grantee's use of the Easement Area. Without limiting the generality of the foregoing, no building, tree or any other object shall be erected or placed within the Easement Area by Grantor which will interfere with Grantee's permitted use of the Easement.

(c) The Easement Area may not be modified except by written agreement executed and delivered by both parties and recorded on the land records of the Town of Simsbury, Connecticut.

3. Private Ownership. The grant of the Easement hereunder shall not change the private ownership of Grantor's Property, and no one shall have any right to be on Grantor's Property, except as specified herein. Except as expressly limited herein, Grantor reserves for itself and its successors and assigns, all rights as owner of Grantor's Property.

4. Indemnification; Liens. Grantee shall indemnify and hold Grantor harmless from and against any and all loss, costs or damage arising out of the exercise of Grantee's rights under the Easement. No liens or encumbrances of any kind or type shall be imposed on the Easement Area or any other part of Grantor's Property due to Grantee's acts or omissions. If any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Grantor and/or any portion of Grantor's Property, then Grantee shall, at Grantee's sole expense, cause same to be discharged of record or bonded within five (5) business days after written notice to Grantee of the filing thereof, and Grantee shall indemnify and save harmless Grantor and its lender(s), against and from all costs and liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees resulting therefrom. If Grantee fails to comply with the foregoing provisions, Grantor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Grantee agrees to reimburse Grantor for all costs, expenses and other sums of money, including reasonable attorneys' fees, in connection therewith.

5. Insurance. At all times while this Agreement remains in effect, Grantee shall maintain and provide Grantor with certificates of insurance reasonably satisfactory to Grantor evidencing: (i) commercial general liability insurance coverage in an amount of no less than \$1,000,000 per occurrence and \$3,000,000.00 general aggregate; and (ii) automobile insurance coverage with limits of not less than \$1,000,000.00 for bodily injury or property damage.

For the insurance coverages set forth above, the Grantor (and its lender(s) if applicable) must be named as a Certificate Holder and Additional Insured and must be provided with a Waiver of Subrogation in favor of Grantor. The provided certificates of insurance evidencing the required insurance shall provide at least thirty (30) days written notice to Grantor in the event coverage is decreased, modified, terminated or cancelled. Grantee is solely responsible to

renew the insurance coverage required hereby and deliver new/replacement certificates of insurance to Grantor as appropriate. Failure to maintain insurance coverage in accordance herewith shall constitute a default under this Agreement.

6. Maintenance/Repair/Replacement of Easement Area. The Grantee is solely responsible for the maintenance, repair and replacement of any improvements constructed or placed by Grantee within the Easement Area and for all costs and expenses incurred in connection therewith.

7. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of successors in title, and the successors and assigns of Grantor and Grantee.

8. Governing Law. This Agreement shall be governed by and construed under the substantive and procedural laws of the State of Connecticut.

9. Entire Agreement. This Agreement sets forth the entire agreement of the parties concerning the matters set forth herein and supersedes any prior agreements or negotiations. There are no additional oral or written representations or agreements. This Agreement may only be amended by a writing signed by the parties hereto or their successors in interest.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

11. Default. In the event that Grantee fails to perform any provision herein in accordance with the requirements set forth herein or to perform any other obligation set forth herein within thirty (30) days following receipt of written notice thereof, Grantor shall have the right to restrain by injunction any violation or threatened violation by Grantee of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance of any such term, covenant, or condition hereof. All remedies are cumulative and shall be deemed additional to any and all other remedies to which Grantor may have at law or in equity.

12. Notices. All notices, demands, consents, approvals and other communications (each, a “**Notice**”) which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or (b) sent by reputable overnight courier service, addressed to the appropriate party at its address set forth at the beginning of this Agreement, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered. Rejection or other refusal by the addressee to accept a Notice or the inability to deliver the Notice because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have hereunto set our hands and seals intending to be legally bound hereby as of the day and year first above written.

Signed, sealed and delivered
in the Presence of:

GRANTOR:

DESRI TVS REAL ESTATE HOLDINGS LLC,
a Delaware limited liability company

Name:

By: _____
Name:
Title:

Name:

GRANTEE:

TOWN OF SIMSBURY

Name:

By: _____
Name: Nicholas J. Boulter
Title: Interim Town Manager

Name:

STATE OF _____)
) SS: _____ (town/city)
COUNTY OF _____)

On this the ___ day of _____, 2022, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of DESRI TVS REAL ESTATE HOLDINGS LLC, a Delaware limited liability company and that he as such _____ of the company being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

STATE OF CONNECTICUT)
) ss: Simsbury
COUNTY OF HARTFORD)

On this the ___ day of _____, 2022, before me, the undersigned officer, personally appeared Nicholas J. Boulter, who acknowledged himself to be the Interim Town Manager of the Town of Simsbury, a municipality organized under the Connecticut General Statutes and that he as such Interim Town Manager of the municipality being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such Interim Town Manager.

IN WITNESS WHEREOF, I hereunto set my hand.

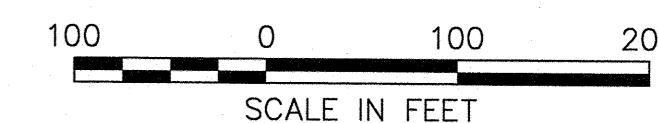
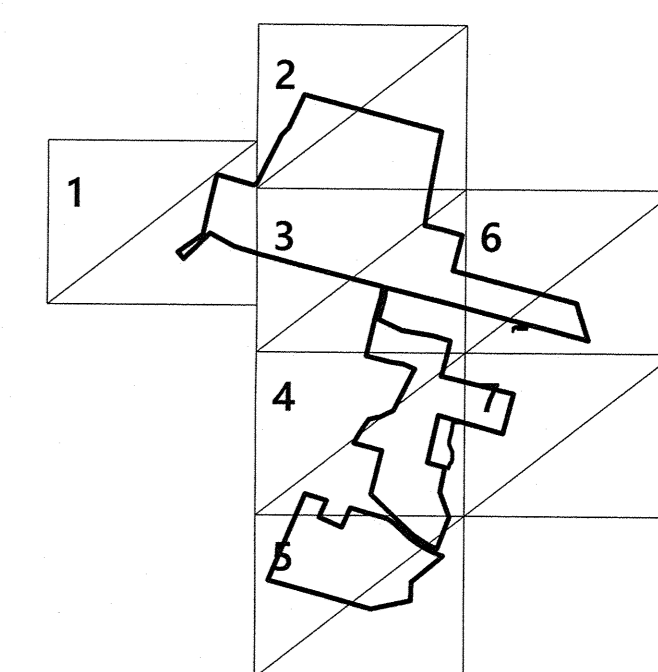
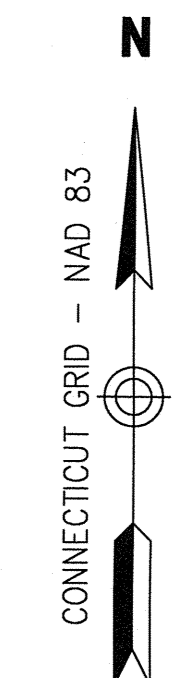
Commissioner of Superior Court
Notary Public

Exhibit A

[copy of Survey Map attached]



100 Great Meadow Road Suite 200 Wethersfield, CT 06109 860.807.4300



DWW Solar II, LLC

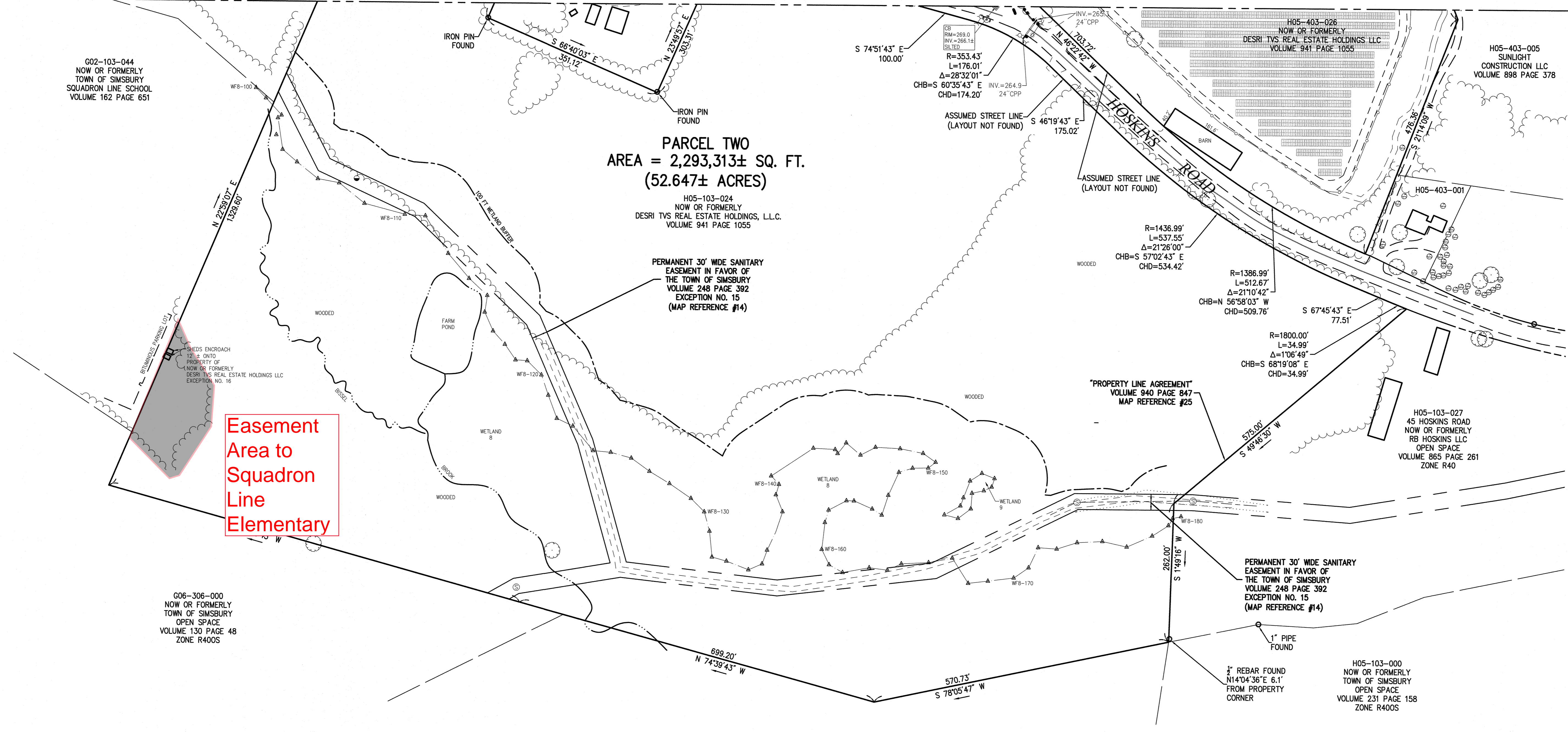
Hoskins and County Road Simsbury, Connecticut

Table with 4 columns: No., Revision, Date, Appr. containing revision history.

Designed by WGB, Checked by CCD, Issued for January 10, 2019

ALTA/NSPS Land Title Survey

Project information including drawing number Sv-5, sheet 5 of 7, and project number 42256.00.



PARCEL TWO AREA = 2,293,313± SQ. FT. (52.647± ACRES)

H05-103-024 NOW OR FORMERLY DESRI TVS REAL ESTATE HOLDINGS, L.L.C. VOLUME 941 PAGE 1055

PERMANENT 30' WIDE SANITARY EASEMENT IN FAVOR OF THE TOWN OF SIMSBURY VOLUME 248 PAGE 392 EXCEPTION NO. 15 (MAP REFERENCE #14)

Easement Area to Squadron Line Elementary

G02-103-044 NOW OR FORMERLY TOWN OF SIMSBURY SQUADRON LINE SCHOOL VOLUME 162 PAGE 651

G06-306-000 NOW OR FORMERLY TOWN OF SIMSBURY OPEN SPACE VOLUME 130 PAGE 48 ZONE R400S

H06-103-000 NOW OR FORMERLY TOWN OF SIMSBURY OPEN SPACE VOLUME 163 PAGE 625 ZONE R400S

H05-103-027 45 HOSKINS ROAD NOW OR FORMERLY RB HOSKINS LLC OPEN SPACE VOLUME 865 PAGE 261 ZONE R40

H05-103-000 NOW OR FORMERLY TOWN OF SIMSBURY OPEN SPACE VOLUME 231 PAGE 158 ZONE R400S

Record Parcel Description

All those certain pieces or parcels of land, with all improvements thereon, situated in the Town of Simsbury, County of Hartford and State of Connecticut, more particularly bounded and described as follows:

PARCEL ONE: BEGINNING AT A CONCRETE MONUMENT FOUND IN THE NORTHEASTERLY LINE OF COUNTY ROAD AND AT THE SOUTHERLY CORNER OF LAND NOW OR FORMERLY OF MARCITELLI, JOHN W. & ADA B.; THENCE N 15° 23' 45" E A DISTANCE OF 76.94' TO A POINT; THENCE N 15° 18' 05" E A DISTANCE OF 471.17' TO A POINT; THENCE N 88° 25' 45" E A DISTANCE OF 135.92' TO A POINT, THE LAST FOUR COURSES BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY; THENCE N 77° 00' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 31.13' TO A POINT; THENCE N 75° 45' 05" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF SUTTON, STEPHEN & CARLA L. LAND NOW OR FORMERLY OF SELANSKY, ISRAELITE C. AND LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 1215.89' IN PART BY EACH TO A POINT; THENCE N 75° 22' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF POZZATO, JOSEPH JR. & APRIL, LAND NOW OR FORMERLY OF POZZATO, APRIL & JOSEPH JR. AND LAND NOW OR FORMERLY OF POZZATO, APRIL & JOSEPH JR. A DISTANCE OF 413.92' IN PART BY EACH TO A POINT; THENCE N 29° 52' 25" E A DISTANCE OF 169.36' TO A POINT; THENCE N 34° 15' 15" E A DISTANCE OF 225.89' TO A POINT; THENCE N 77° 15' 45" E A DISTANCE OF 164.27' TO A POINT; THENCE S 69° 02' 05" E A DISTANCE OF 211.41' TO A POINT; THENCE N 24° 23' 15" E A DISTANCE OF 365.89' TO A POINT; THENCE N 24° 10' 45" E A DISTANCE OF 60.02' TO A POINT; THENCE N 61° 44' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF KLECKA, JOHN J. JR., LAND NOW OR FORMERLY OF PAVLINO, GERRARD & TERESA, AND LAND NOW OR FORMERLY OF SANTIAGO, ANTHONY & JACQUELINE F. A DISTANCE OF 363.52' IN PART BY EACH TO A POINT; THENCE S 45° 54' 25" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF GREENWOOD, TERRY A. & DELLA A., LAND NOW OR FORMERLY OF OSSEMER, BRAN H., LAND NOW OR FORMERLY OF FISHER, BEANNE M. AND LAND NOW OR FORMERLY OF AGRAWAL, SUNIL K. A DISTANCE OF 513.94' IN PART BY EACH TO A POINT; THENCE N 74° 51' 25" W A DISTANCE OF 219.92' TO A POINT, THE LAST FOUR COURSES BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY;

THENCE N 15° 23' 45" E A DISTANCE OF 76.94' TO A POINT; THENCE N 15° 18' 05" E A DISTANCE OF 471.17' TO A POINT; THENCE N 88° 25' 45" E A DISTANCE OF 135.92' TO A POINT, THE LAST FOUR COURSES BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY; THENCE N 77° 00' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 31.13' TO A POINT; THENCE N 75° 45' 05" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF SUTTON, STEPHEN & CARLA L. LAND NOW OR FORMERLY OF SELANSKY, ISRAELITE C. AND LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 1215.89' IN PART BY EACH TO A POINT; THENCE N 75° 22' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF POZZATO, JOSEPH JR. & APRIL, LAND NOW OR FORMERLY OF POZZATO, APRIL & JOSEPH JR. AND LAND NOW OR FORMERLY OF POZZATO, APRIL & JOSEPH JR. A DISTANCE OF 413.92' IN PART BY EACH TO A POINT; THENCE N 29° 52' 25" E A DISTANCE OF 169.36' TO A POINT; THENCE N 34° 15' 15" E A DISTANCE OF 225.89' TO A POINT; THENCE N 77° 15' 45" E A DISTANCE OF 164.27' TO A POINT; THENCE S 69° 02' 05" E A DISTANCE OF 211.41' TO A POINT; THENCE N 24° 23' 15" E A DISTANCE OF 365.89' TO A POINT; THENCE N 24° 10' 45" E A DISTANCE OF 60.02' TO A POINT; THENCE N 61° 44' 15" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF KLECKA, JOHN J. JR., LAND NOW OR FORMERLY OF PAVLINO, GERRARD & TERESA, AND LAND NOW OR FORMERLY OF SANTIAGO, ANTHONY & JACQUELINE F. A DISTANCE OF 363.52' IN PART BY EACH TO A POINT; THENCE S 45° 54' 25" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF GREENWOOD, TERRY A. & DELLA A., LAND NOW OR FORMERLY OF OSSEMER, BRAN H., LAND NOW OR FORMERLY OF FISHER, BEANNE M. AND LAND NOW OR FORMERLY OF AGRAWAL, SUNIL K. A DISTANCE OF 513.94' IN PART BY EACH TO A POINT; THENCE N 74° 51' 25" W A DISTANCE OF 219.92' TO A POINT, THE LAST FOUR COURSES BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY;

THENCE N 13° 40' 15" E A DISTANCE OF 487.76' TO A POINT, THE LAST THREE COURSES BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY; THENCE S 74° 11' 25" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 59.42' TO A POINT; THENCE N 77° 37' 35" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 50.84' TO A POINT; THENCE N 28° 41' 45" E A DISTANCE OF 75.24' TO A POINT; THENCE N 45° 04' 35" E A DISTANCE OF 142.09' TO A POINT; THENCE N 24° 19' 45" E A DISTANCE OF 569.62' TO A POINT, THE LAST THREE COURSES BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY; THENCE S 75° 24' 55" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY AND LAND NOW OR FORMERLY OF DUSKA, DOROTHY K. A DISTANCE OF 2001.91' IN PART BY EACH TO A POINT; THENCE S 10° 15' 40" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF JACOBS, ROBIN H. & BERTHA M., LAND NOW OR FORMERLY OF LAMAJ, NADIR, LAND NOW OR FORMERLY OF BUSHAW, ANN LENZ, LAND NOW OR FORMERLY OF GERBERT, PATRICIA H. AND LAND NOW OR FORMERLY OF PITILADO, JENNIFFER M. A DISTANCE OF 764.01' IN PART BY EACH TO A POINT; THENCE S 10° 15' 40" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF PITILADO, JENNIFFER M. AND WITTELS, NEDDA E. & JILL J. A DISTANCE OF 223.31' TO A POINT; THENCE S 08° 55' 40" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF WITTELS, NEDDA E. & JILL J. AND LAND NOW OR FORMERLY OF LUBIN, MARY C. A DISTANCE OF 367.89' IN PART BY EACH TO AN IRON PIN FOUND; THENCE S 77° 19' 53" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF WITTELS, NEDDA E. & JILL J. AND LAND NOW OR FORMERLY OF GOBBY, JOHN C. & TAMMY L. A DISTANCE OF 368.76' TO A POINT; THENCE S 74° 20' 48" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF PROPERTY EDGE LLC AND LAND NOW OR FORMERLY OF WANNICK, ROBIN L. A DISTANCE OF 283.94' TO A POINT; THENCE S 14° 24' 28" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF MACKLEIGH, JOHN T. & "SHAW, KATHLEEN M." LAND NOW OR FORMERLY OF

WISLEY, HOLLY I. AND NIELSON, HARRY III & HEIDI A. A DISTANCE OF 508.20' TO A POINT; THENCE S 75° 39' 02" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF NIELSON, HARRY III & HEIDI A., LAND NOW OR FORMERLY OF IONS, SHARON K. AND LAND NOW OR FORMERLY OF FELTA, ANTHONY S. A DISTANCE OF 1192.02' IN PART BY EACH TO A CONCRETE MONUMENT FOUND; THENCE S 75° 32' 44" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF STATE OF CONNECTICUT A DISTANCE OF 610.98' TO A CONCRETE MONUMENT FOUND; THENCE S 10° 00' 00" E BOUNDED EASTERLY BY HOSKINS ROAD - CONNECTICUT STATE ROUTE 202 A DISTANCE OF 152.28' TO A POINT; THENCE S 18° 08' 34" E BOUNDED EASTERLY BY HOSKINS ROAD - CONNECTICUT STATE ROUTE 202 A DISTANCE OF 415.77' TO A POINT; THENCE N 75° 12' 32" W BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF DORSET CROSSING LLC A DISTANCE OF 615.94' TO AN IRON PIN FOUND; THENCE N 74° 31' 13" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT CT LLC A DISTANCE OF 947.47' TO A POINT; THENCE S 12° 28' 23" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT LLC A DISTANCE OF 62.66' TO A POINT; THENCE S 75° 47' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT LLC A DISTANCE OF 362.27' TO A POINT; THENCE S 20° 37' 13" E A DISTANCE OF 378.55' TO A POINT, THE LAST TWO COURSES BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF SUNLIGHT CONSTRUCTION LLC; THENCE S 21° 14' 59" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF SUNLIGHT CONSTRUCTION LLC AND LAND NOW OR FORMERLY OF LOPEZ, JANNETTE A DISTANCE OF 476.38' TO A POINT; THENCE BOUNDED SOUTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1386.99' AND A CENTRAL ANGLE OF 21° 10' 42" A DISTANCE OF 512.67' TO THE POINT OF TANGENCY; THENCE N 40° 22' 42" W BOUNDED SOUTHERLY BY HOSKINS ROAD A DISTANCE OF 703.72' TO THE POINT OF BEGINNING.

THENCE S 20° 05' 56" W A DISTANCE OF 73.82' TO A CONCRETE MONUMENT HELD, THE LAST THREE COURSES BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF DORSET CROSSING LLC; THENCE S 76° 24' 47" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF DORSET CROSSING LLC A DISTANCE OF 107.49' TO A POINT; THENCE S 14° 41' 34" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT CT LLC A DISTANCE OF 575.37' TO A POINT; THENCE N 74° 31' 13" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT CT LLC A DISTANCE OF 947.47' TO A POINT; THENCE S 12° 28' 23" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT LLC A DISTANCE OF 62.66' TO A POINT; THENCE S 75° 47' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF RIVER BEND DEVELOPMENT LLC A DISTANCE OF 362.27' TO A POINT; THENCE S 20° 37' 13" E A DISTANCE OF 378.55' TO A POINT, THE LAST TWO COURSES BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF SUNLIGHT CONSTRUCTION LLC; THENCE S 21° 14' 59" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF SUNLIGHT CONSTRUCTION LLC AND LAND NOW OR FORMERLY OF LOPEZ, JANNETTE A DISTANCE OF 476.38' TO A POINT; THENCE BOUNDED SOUTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1386.99' AND A CENTRAL ANGLE OF 21° 10' 42" A DISTANCE OF 512.67' TO THE POINT OF TANGENCY; THENCE N 40° 22' 42" W BOUNDED SOUTHERLY BY HOSKINS ROAD A DISTANCE OF 703.72' TO THE POINT OF BEGINNING.

PARCEL TWO: BEGINNING AT AN IRON PIN FOUND IN THE SOUTHERLY LINE OF HOSKINS ROAD AND AT THE NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF JOSEFA M. KILBOURN & CHRISTINE JONES; THENCE S 77° 11' 03" E BOUNDED NORTHERLY BY HOSKINS ROAD A DISTANCE OF 221.46' TO A POINT; THENCE BOUNDED NORTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5184.29' AND A CENTRAL ANGLE OF 1° 40' 40" A DISTANCE OF 169.38' TO THE POINT OF TANGENCY; THENCE S 74° 51' 43" E BOUNDED NORTHERLY BY HOSKINS ROAD A DISTANCE OF 100.00' TO A POINT; THENCE BOUNDED NORTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1426.99' AND A CENTRAL ANGLE OF 28° 52' 01" A DISTANCE OF 194.01' TO THE POINT OF TANGENCY; THENCE S 46° 19' 43" E BOUNDED NORTHERLY BY HOSKINS ROAD A DISTANCE OF 175.02' TO A POINT; THENCE BOUNDED NORTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1436.99' AND A CENTRAL ANGLE OF 1° 06' 49" A DISTANCE OF 34.99' TO A POINT; THENCE S 68° 19' 08" E A DISTANCE OF 34.99' TO A POINT; THENCE S 67° 45' 43" E BOUNDED NORTHERLY BY HOSKINS ROAD A DISTANCE OF 77.51' TO A POINT; THENCE BOUNDED NORTHERLY BY HOSKINS ROAD ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1800.00' AND A CENTRAL ANGLE OF 1° 06' 49" A DISTANCE OF 34.99' TO A POINT; THENCE S 68° 19' 08" E A DISTANCE OF 34.99' TO A POINT; THENCE S 78° 05' 47" W A DISTANCE OF 570.73' TO A POINT; THENCE N 74° 39' 43" W A DISTANCE OF 699.20' TO A POINT; THENCE N 74° 40' 43" W A DISTANCE OF 809.49' TO A POINT, THE LAST THREE COURSES BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY;

THENCE N 22° 59' 07" E BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY A DISTANCE OF 1329.69' TO A POINT ON THE SOUTHERLY LINE OF HOSKINS ROAD; THENCE S 77° 26' 03" E A DISTANCE OF 79.32' TO A POINT; THENCE S 77° 11' 03" E A DISTANCE OF 221.46' TO AN IRON PIN FOUND, THE LAST TWO COURSES BOUNDED NORTHERLY BY HOSKINS ROAD; THENCE S 23° 19' 57" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF JOSEFA M. KILBOURN & CHRISTINE JONES A DISTANCE OF 262.97' TO AN IRON PIN FOUND; THENCE S 66° 40' 03" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF JOSEFA M. KILBOURN & CHRISTINE JONES A DISTANCE OF 351.12' TO AN IRON PIN FOUND; THENCE N 23° 49' 57" E BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF JOSEFA M. KILBOURN & CHRISTINE JONES A DISTANCE OF 303.31' TO THE POINT OF BEGINNING. Said Parcel Two is shown on a map entitled "ALTA/NSPS Land Title Survey DWW Solar II, LLC Hoskins and County Road Simsbury, Connecticut Date January 10, 2019 Designed by MAS Checked by CCD Revision No. 1 ALTA/NSPS Update Date 3/20/2019 Appr. CCD No. 2 Property Line Agreement Update 4/23/2019 Appr. CCD", consisting of seven sheets, Sheets Sv-1 through Sv-7.

Printed by State of Connecticut on 01/10/2019 at 14:00 pm