

Conservation and Management Plan
for the
Belknap Parcel
(Part of the Honey Hill Preserve)



Aspetuck Land Trust

January 2019

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I. Geographic Information

Site Name (informal and CTILF official title): ___Belknap Parcel_____

Town/County: _____Weston, CT_____

Total Site Size: _____Acquisition in fee = 27.8 acres; Easement on additional 10.5 acres _____

Type of Ownership: ___Fee (in Part) and conservation easement in favor of Aspetuck Land Trust_____

Date Acquired: _____December, 2017_____

II. Introduction

A. Purpose of Management plan

Conservation of this property was funded in part via state Open Space and Watershed Acquisition (OSWA) grant and in part by the Connecticut In-lieu Fee (CTILF) program as compensation for unavoidable impacts to resources under the Clean Water Act, Section 404 and the Rivers and Harbors Act of 1899, Section 10. The purpose of this management plan is to ensure that the property is managed and maintained in perpetuity in accordance with the Project Agreement between Aspetuck Land Trust and the National Audubon Society – Connecticut Chapter (NAS-CT).

B. Long-Term Steward and Responsibilities

The Long-Term Steward of the site is the Aspetuck Land Trust (ALT). The ALT shall implement this management plan, managing and monitoring the property in perpetuity to preserve its habitat and conservation values in accordance with the CTILF Project Agreement. Before any action is taken to void or modify the deed (or easement), management plan, or long-term protection mechanism, including transfer of title to, or establishment of any other legal claims over the site, 60-day advance notification must be given to NAS-CT and the US Army Corp of Engineers district engineer (Corps).

C. Management Plan Review

The management plan will be reviewed at a minimum once every five years by the Long-Term Steward. The plan may be revised or supplemented with additional information and management recommendations. Any revisions other than edits that change the management actions beyond standard maintenance activities will be reviewed with NAS-CT and the Corps.



III. Property Description

A. Setting and Location

The Belknap Preserve is located in the northwestern section of Weston Connecticut adjacent to the existing Aspetuck Land Trust’s Honey Hill Preserve, and approximately 0.25 miles west of the Nature Conservancy’s 1,746-acre Devil’s Den Preserve. **Figure 1** depicts the location of the Belknap Preserve in relation to the Honey Hill Preserve and the local roads in the area and region.

**Aspetuck Land Trust (ALT)
Belknap Property
Acquisition
Weston, CT**

Figure 1

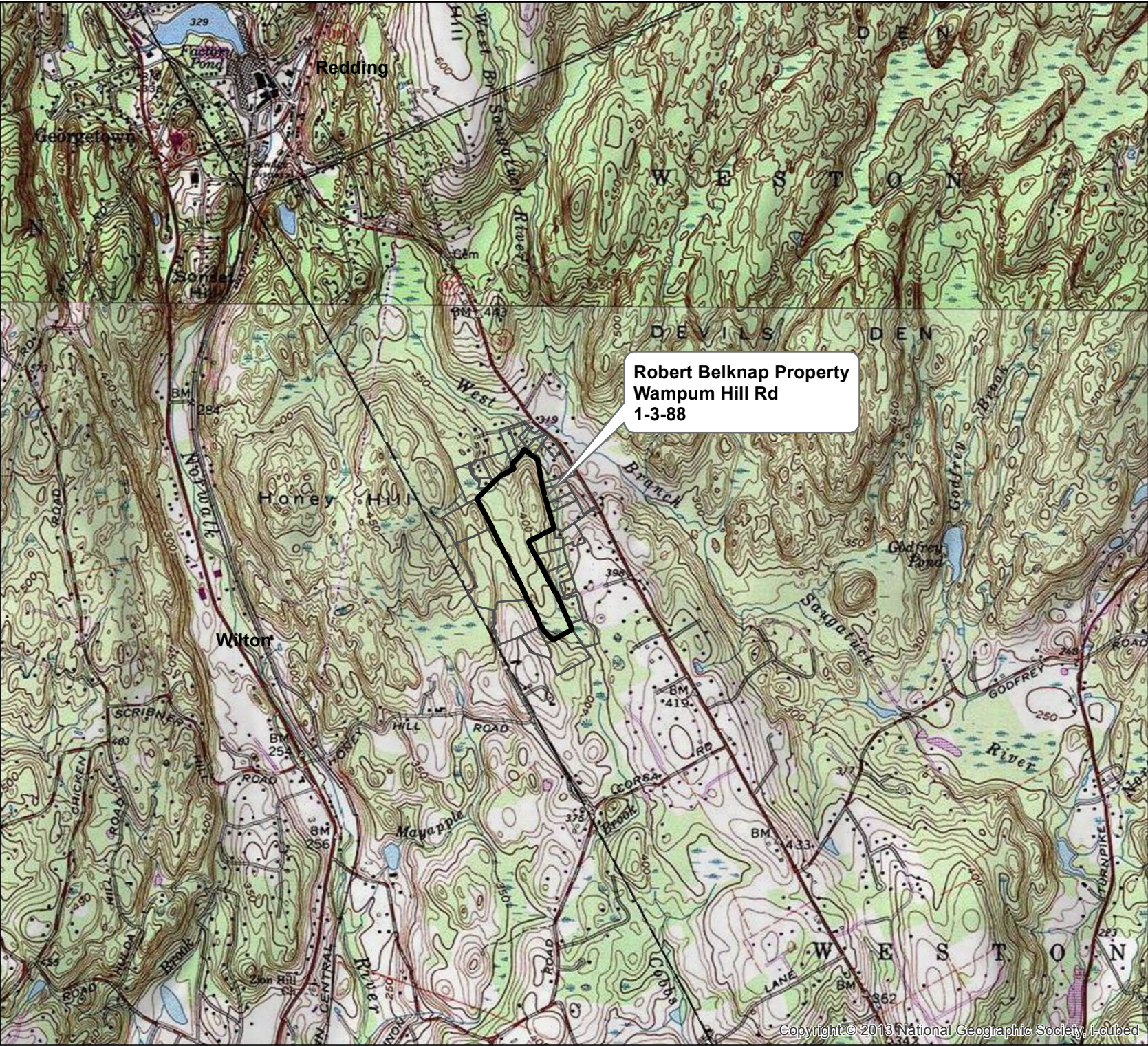
-  Property Boundary
-  Adjacent Property Boundary



USGS Quadrangle:
Norwalk North

1:24,000

0 500 1,000 2,000
Feet



The 38-acre subject property is adjacent to Aspetuck Land Trust's existing 81-acre Honey Hill Preserve which spans the towns of Weston and Wilton. The subject property is a key parcel in Aspetuck Land Trust's forest block assemblage project to conserve 410 acres in one of the last undeveloped interior forest blocks in Weston and Wilton. This is the "last frontier" of open space in the four-town area in which the Aspetuck Land Trust operates.

B. Directions and Access

The property is located adjacent to the terminus of Wilson Road in Weston, CT. It can also be accessed via the entrance to the Honey Hill preserve located at the northern terminus of Wampum Hill Road in Weston, CT. Parking to access the preserve is currently limited to roadside shoulder parking along Wilson Road.

C. History and Land Use of Property

1. Acquisition History

The property was originally acquired by the Sturges Family via a land grant from the King of England. The Sturges family retained ownership of the property for multiple generations. The property was used as a woodlot that supported a larger farm encompassing what are now several parcels along Wampum Hill Road. In 1929, heirs of the Sturges family sold the property to Chauncy Belknap. Chauncy Belknap was a New York Lawyer who used the land as a country vacation getaway. Chauncy Belknap eventually bequeathed the property to his children who retained possession of the property until selling it to the Aspetuck Land Trust in 2017. The ALT acquired the funding to purchase the property via a combination of the OSWA and CT Wetland In Lieu Fee Programs.

2. Land Use

Describe past and present land use including farming/agriculture, forest harvest history, development history, history of recreational use, etc. The original owners used the property as a woodlot to support what was a large farm at the time encompassing what are now multiple parcels along Wampum Hill Road. Corn and onion were the two major crops grown on the farm. Much of the area of the Belknap preserve was not suitable for growing these row crops due to the presence of wetlands, boulder talus, steep slopes, and shallow to bedrock areas. Instead, the land was used as a woodlot to support the farm.

3. Man-made/Cultural Features

The only apparent man-made structures on the property are trails and stone walls. An existing trail that bisects the property from east to west consists of a mere foot path with two wooden planks used to cross an intermittent watercourse system that transects the property from north to south. A trail map depicting the relative location of the trails will be developed once the trails are established. Stone walls occur along the eastern and western limits of the property. A map depicting both the fee acquisition portion of the property and the easement portion is provided in **Appendix A**.

4. **Historic or Archaeological Sites**

There are no known historic or archeological resources on the property.

5. **Existing Easements or Other Restrictions**

The preserve is comprised of 27.8 acres of land owned by the Aspetuck Land Trust and 10.5 acres subject to an easement in favor of the Aspetuck Land Trust. No other rights-of-way or leases held by others (such as buried utilities of overhead power, ingress/egress, vehicle access trails, mineral or timber rights or other interests) are encumber the property.

6. **Legal Documents**

Legal documents pertaining to the parcel are provided in **Appendix B** and include the following: a copy of the deeds, legal descriptions, conservation easement, Notice of Project Agreement.

7. **Adjacent Land Uses**

Adjacent uses include residential and conservation lands. Residential parcels are located to the north off Samuelson Road; to the east along Georgetown Road, Wilson Road, and Maureen Drive, and to the south along Wampum Hill Road. Adjacent lands to the west of the site are undeveloped and include conservation land owned by the Aspetuck Land Trust (Honey Hill Preserve).

IV. Natural Resources

Sections below provide baseline documentation of the current resources/conditions on the site.

A. Soils/Surficial Geology

Information regarding the existing soil series found on site was obtained online from the NRCS web-based soil survey. A map depicting NRCS mapped soil series is provided in **Figure 2**. Five major soil series are mapped by the NRCS for the site. These series span most drainage classes along a toposequence. They include the Charlton and Chatfield series; the Ridgebury/ Leicester / Whitman series, Sutton Fine Sandy Loam, and the Catden and Freetown Series

1. **Charlton-Chatfield Complex – 15 to 45% slope (73E)**





According to the official soil series description provided by the NRCS, this unit is a rolling, very rocky and steep soil series. This soil is very deep and well drained. Slopes range from 15 to over 35%. The parent material consists of acid loamy till derived mainly from schist, gneiss, or granite. Depth to the top of a seasonal high-water table is greater than 60 inches. These soils occur on the topographic highpoints of the site and support Chestnut Oak-dominated woodlands with a Lowbush Blueberry understory.

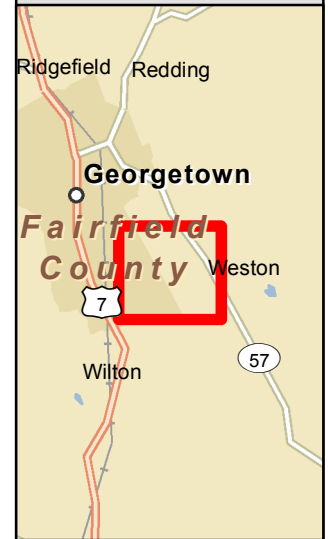
2. **Ridgebury/Leicester/Whitman Series (3).**

These series occur with the center of the site supporting a Red Maple-dominated swamp. **Ridgebury** soils are very deep, somewhat poorly and poorly drained soils that have formed in till derived mainly from the underlying granitic gneiss bedrock. They are nearly level to gently sloping

**Aspetuck Land Trust (ALT)
Belknap Property
Acquisition
Weston, CT**

Figure 2

-  Property Boundary
-  Adjacent Property Boundary
-  Municipal Boundary
-  NRCS Soils



USGS Quadrangle:
Norwalk North

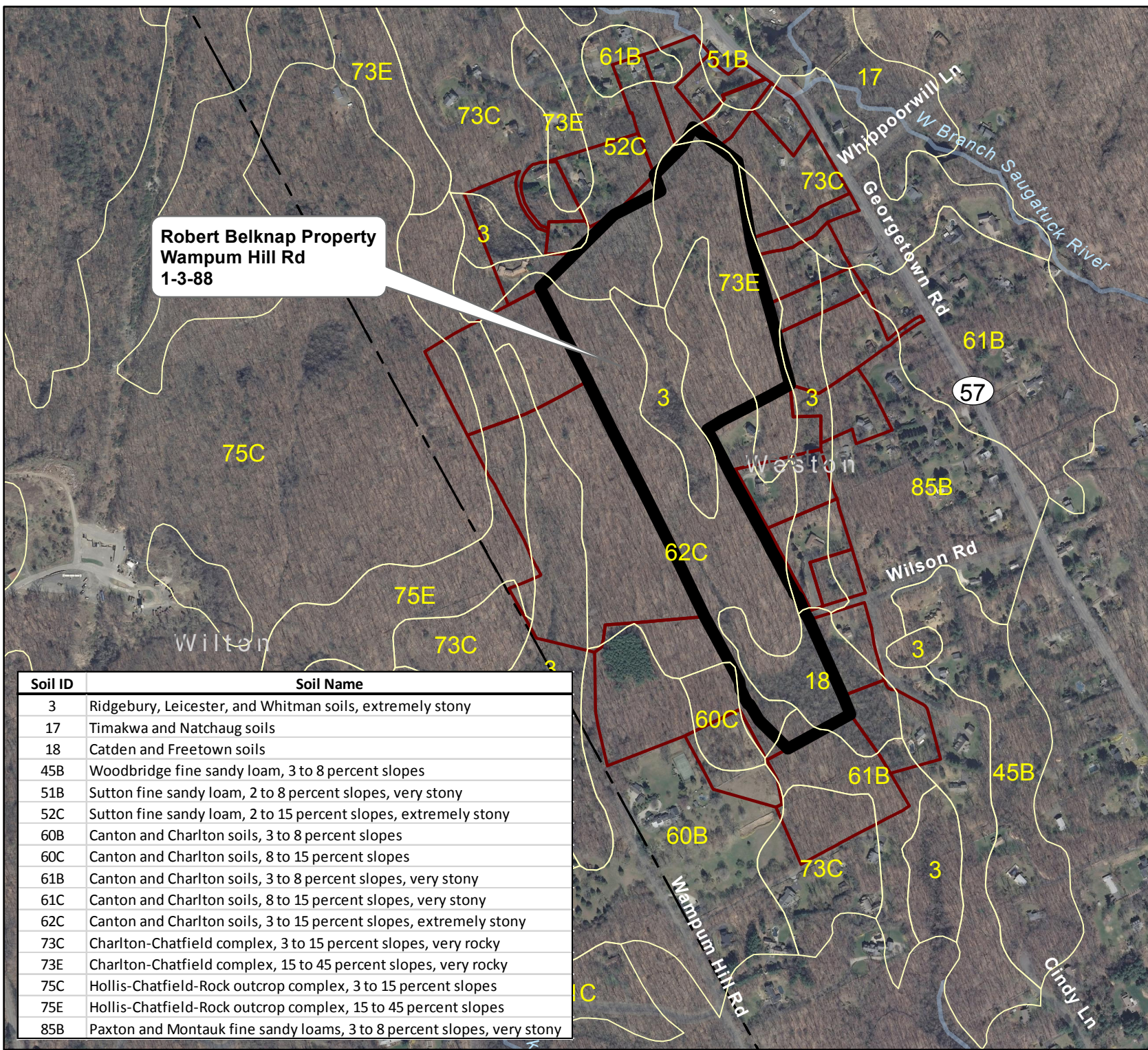


0 150 300 600
Feet



**Robert Belknap Property
Wampum Hill Rd
1-3-88**

Soil ID	Soil Name
3	Ridgebury, Leicester, and Whitman soils, extremely stony
17	Timakwa and Natchaug soils
18	Catden and Freetown soils
45B	Woodbridge fine sandy loam, 3 to 8 percent slopes
51B	Sutton fine sandy loam, 2 to 8 percent slopes, very stony
52C	Sutton fine sandy loam, 2 to 15 percent slopes, extremely stony
60B	Canton and Charlton soils, 3 to 8 percent slopes
60C	Canton and Charlton soils, 8 to 15 percent slopes
61B	Canton and Charlton soils, 3 to 8 percent slopes, very stony
61C	Canton and Charlton soils, 8 to 15 percent slopes, very stony
62C	Canton and Charlton soils, 3 to 15 percent slopes, extremely stony
73C	Charlton-Chatfield complex, 3 to 15 percent slopes, very rocky
73E	Charlton-Chatfield complex, 15 to 45 percent slopes, very rocky
75C	Hollis-Chatfield-Rock outcrop complex, 3 to 15 percent slopes
75E	Hollis-Chatfield-Rock outcrop complex, 15 to 45 percent slopes
85B	Paxton and Montauk fine sandy loams, 3 to 8 percent slopes, very stony



soils in low areas in uplands. They are commonly underlain by a dense layer at a shallow depth which helps to support the hydrology sustaining the wetlands that form above. Slope ranges from 0 to 15 percent. Saturated hydraulic conductivity ranges from moderately low to high in the solum and very low to moderately low in the substratum. The similar **Leicester soils** are “very deep, poorly drained loamy soils formed in friable till. They are nearly level or gently sloping soils in drainageways and low-lying positions on hills. Slope ranges from 0 to 8 percent. Permeability is moderate or moderately rapid in the surface layer and subsoil and moderate to rapid in the substratum”. **Whitman soils** are “very deep, very poorly drained soils formed in glacial till derived mainly from granite, gneiss, and schist. They are shallow to a densic contact. These soils are nearly level or gently sloping soils in depressions and drainageways on uplands. Permeability is moderate or moderately rapid in the solum and slow or very slow in the substratum”.

3. **Sutton Fine Sandy Loam – 2 to 15% slope (52C):**

Soils in this series consist “of very deep, moderately well-drained, loamy soils formed in till. They are nearly level to strongly sloping soils on plains, low ridges, and hills, typically on lower slopes and in slight depressions. Slope ranges from 2 to 15 percent. Saturated hydraulic conductivity is moderately high or high throughout. This series occurs on mid-slope areas and supports an oak / hickory forest association with a sparse understory containing Witch Hazel and Ironwood.

4. **Catden & Freetown soils (18):**

This soil type occurs on depressional landforms. It is very poorly drained. It was formerly designated as Carlisle muck. The typical map unit is listed as 40 percent Catden soils, 40 percent Freetown soils, and 20 percent minor components. The parent material consists of woody and herbaceous organic material. These soils occur at the south end of the site and supports a Red Maple-dominated swamp.

B. Bedrock Geology

Bedrock underlying much of the site and surrounding areas consists predominantly of a light-colored, foliated granitic gneiss. An intrusion of Ratlum Mountain Schist bisects the site forming a high ridge top. This formation is characterized by gray to medium-grained schist and granofels (Rodgers, 1985). The ridgeline rises rather abruptly on the site creating a 45% slope and rising to a height of 430 feet above mean sea level (NAVD 1929).

An interesting geologic feature of the site is the presence of a boulder talus wetland on the northwest corner of the property. Here the tall forest and adjacent ridgeline shade the ground from the afternoon sun keeping the forest floor cool and moist. Ice that has formed down between the boulders is likely retained late into the warmer spring months creating a cool, moist dale that supports at least nine different species of ferns.

Another interesting feature are the numerous glacial erratic boulders that occur perched atop the ridgeline on site.

C. Hydrology and Topography

The two intermittent watercourses that drain the wetlands on the site are first order streams using the Strahler Stream Order system (Strahler, 1952). Wetland hydrology on the site is sustained via groundwater discharge and direct precipitation. The shallow to bedrock or shallow to densic contact soils likely serve as a “aquitar” – a geologic layer with very low permeability – resulting in limited vertical (downward) movement of water beneath the ground surface. Water percolating down from the surface through the upper layers of the soil profile would then encounter this aquitar before it moves laterally to discharge into onsite wetlands and intermittent watercourses.

The topographic elevation on the site ranges from to 430 feet NGVD 1929 as depicted on USGS 7.5-minute topographic mapping. The Cowardin et al. (1979) Classification System of the aquatic resources on site are described below in Section D.

A map depicting the hydrologic and topographic features of the site is provided in **Appendix C**.

D. Aquatic Resources/Communities

Two Palustrine Forested Broad-leaved Deciduous (PFO1) wetland systems occur on the property. One at the southern end of the property and one in the northcentral portion. The southern PFO is dominated by Red Maple in the tree layer, Northern Spicebush in the shrub layer, and Cinnamon Fern in the herbaceous layer. This wetland has formed on a unit of Catden and Freetown soil series. A riverine, unknown perennial, unconsolidated bottom (R5UB) watercourse at the southeastern end of the property serves as the outlet to this wetland. The watercourse flows northeasterly, crossing under Wilson Road via twin culverts, then continuing northerly before discharging to a tributary of the West Branch of the Saugatuck River. The West Branch of the Saugatuck River is an upper perennial watercourse known to support important fisheries resources.

The north-central PFO is dominated by Red Maple in the tree layer, Northern Spicebush in the Shrub layer, and Cinnamon Fern in the herbaceous layer. It has formed on a unit mapped as Ridgebury, Leicester, and Whitman soils. There is a vernal pool inclusion within the center of the northern limit of this PFO. A riverine, intermittent, unconsolidated bottom (R5UB) watercourse at the northern end of the wetland serves as the outlet. The watercourse flows northerly, also discharging to a tributary of the West Branch of the Saugatuck River.

The location of the wetlands on site are depicted on the map in **Appendix C**.

E. Terrestrial Resources/Communities

The upland areas of the preserve are also forested predominantly by broad-leaved deciduous tree species. At the summit of hills and ridges on the preserve, the example characteristic species in the tree layer are Chestnut Oak, Black Oak, and hickories and in the shrub layer, Lowbush

Blueberry is dominant. The mid-slope upland forests are vegetated with Tulip Poplar, Sugar Maple, and Black Birch, and lower slope positions are vegetated with Red Maple and Yellow Birch. Witch-hazel is a characteristic shrub of the deeper, richer soil of the lower slopes. A notable feature of the entire site in the upland, is the apparent high relative coverage of herbaceous plants on the forest floor consisting predominantly of Canada Mayflower, Pennsylvania Sedge, and various fern species. Important hard mast-producing trees with high value to wildlife include various oaks, hickories, Tulip Poplar, and American Beech. Beaked Hazelnut is an important hard mast-producing shrub with high wildlife value. Important soft mast producing shrubs in the upland with high value to wildlife include Maple-leaved Viburnum. and Low-bush Blueberry.

F. Wildlife

1. Characteristic Species

Wildlife within the project area is expected to be diverse, representative of multiple taxa, both vertebrate and invertebrate, and include several species identified as species of conservation concern by state and federal wildlife regulators.

For avifauna, area birders report a total of 79 bird species seen from the nearby Devil's Den Nature Preserve. A copy of the list is available here: <http://ebird.org/ebird/hotspot/L109251>. This list includes species distributed among many taxonomic orders and families and is indicative of the species that would be expected to be found in similar habitats within the project area. It includes a variety of species considered to be of Greatest Conservation Need by the CTDEEP (2015a), and a variety of migratory species whose distributional ranges overlap the project area, the protection of which falls under the jurisdiction of the USFWS. Many of the same species are expected to occur on the site and the adjacent ALT Honey Hill Preserve.

The seasonal pool and wetlands on site provides habitat for Spring Peepers, Gray Tree Frog, Spotted Salamander, Wood Frog, Green Frog, and likely Four-toed Salamander, and Red-spotted Newt as well. Amphibians of the upland habitats likely include Red-backed Salamander and Eastern American Toad. Reptiles inhabiting the site likely include Northern Ring-neck Snake, Black Rat Snake, Eastern Garter Snake, and the State Special Concern Eastern Box Turtle.

The most abundant mammals observed within the project area are Gray Squirrel, Red Squirrel, and Eastern Chipmunk. Signs of White-tailed Deer were also frequently noted and adult deer were often flushed while walking through dense woodland vegetation. Woodchuck, Eastern Cottontail, and Red Fox are expected to occur around the forest edges. Raccoon and Opossum likely frequent the swamps, and arboreal-roosting bats are likely to be found within the forests. These animals likely support larger predators such as Bobcat and Coyote which are known to occur on nearby conservation lands in Weston and Easton.

2. Wildlife Habitat & Habitat Attributes:

Abundant fallen coarse woody debris, rock walls, standing dead wood from storm damage, densely vegetated eco-tones, thatch accumulation in the old field area, tussocks in the wetlands, leaf litter, exfoliating bark on live stems (e.g., Shagbark Hickory) and dead and decaying limbs/boles provide cover in the uplands. Sediment deposits, undercut banks, leaf litter

accumulation, undersides of in-stream boulders, fallen logs, and scour pools of watercourses provide cover in wetlands.

The foliage of conifers on and adjacent to the site (Eastern Hemlock, and White Pine) provide cover for roosting birds and other wildlife and is especially important in the winter seasons.

Notable wildlife food sources for each of the major feeding guilds are as follows:

- **Insectivores:** Food for Insectivores abound in the form of aquatic insects, esp. mayflies (Ephemeroptera), stoneflies (Plecoptera), and caddisflies (Trichoptera) – (indicators of excellent water quality) which are expected to occur along the streams; isopods, cladocerans, and various Hemiptera (true bugs) which can be found in the seasonal wetland pools; Lepidoptera (butterflies and moths) larvae which can be found in the forest canopy; Hymenoptera (ants, bees, and wasps) which occur in the leaf litter, dead and decaying woody debris, and under and among the boulder talus, etc.
- **Herbivores:** Food for herbivores is provided in the lush foliage of various grasses, forbs, and tree seedlings in herb and shrub layers; low hanging branches of wetland shrubs and sapling trees.
- **Granivores:** Seed-eating rodents, squirrels and birds find an abundance of foods in the form of weed seeds, pinecones, acorns, hickory nuts, beechnuts, and the samaras of ash and maple.
- **Frugivores:** Black Gum, Spicebush, Poison Ivy, Highbush Blueberry, Lowbush Blueberry, Winterberry, Virginian Creeper, Black Cherry, Green Brier, are examples of abundance fruit bearing wildlife sources.
- **Nectarivores:** Spicebush, Black Cherry, Highbush Blueberry, Winterberry, Black Cherry, Sweet Pepperbush, Jewelweed, Canada Mayflower, Swamp Azalea, blackberries, are examples of abundant flowering plants that are important to pollinators and other nectarivores.
- **Carnivores:** rodents and other small mammals (chipmunks, squirrels, rabbits), songbirds, snakes, and amphibia (Spring Peeper, Gray Tree Frog, Green Frog, et al.) provide ample food for predatory animals such as raptors, minks, foxes, coyotes, bobcats, etc.

Other Natural Resources: Other notable natural resources on the site include timber resources (both hardwoods and softwoods), high-quality groundwater and surface water resources, and wildlife including game species and non-game species. Game species include the following: Wild Turkey, American Woodcock, White-tailed Deer, squirrels, and a variety of fur-bearing animals.

A list of species noted on site is included in **Appendix D**.

G. Fisheries

No fisheries resources were noted on site or are expected to occur on the site. However, the site contains inland wetland resources supported by groundwater discharge in a Class GA aquifer. Fisheries resources of the West Branch of the Saugatuck River are presented in the Table below.

The West Branch of the Saugatuck River is an upper perennial watercourse known to support important fisheries resources. The fish community assemblage of the West Branch of the Saugatuck River reach proximal to the site was characterized from CTDEEP Inland Fisheries Division sampling data collected in 2003 which is presented in **Table 1** below.

The data for the West Branch of the Saugatuck River at Site No. 2040 show that upstream reaches are inhabited by a fish community composed predominantly of native species as 70% of the finfish species in the drainage are composed of species believed to have migrated to Connecticut via freshwater routes. The West Branch of the Saugatuck River at Site No. 2040 is considered upper perennial riverine habitat. The stream supports both coldwater and warmwater fisheries. The presence of Blacknose Dace and American Eel are indicative of a coldwater fishery, while Brown Bullhead, Chain Pickerel, and Bluegill represent warm-water fisheries. Chain Pickerel and Brown Trout are an important game species sought by anglers.

Table 1. Fish Species Reported from Site No. 150222003: West Branch of the Saugatuck River Weston, CT (CT DEEP, 2003).

Common Name / Scientific Name	Number	Feeding Guild	Preferred Habitat Attributes ^{1 & 2}
Black-nosed Dace <i>Rhinichthys atratulus</i>	15	Insectivore	Pools and slower runs of cool, gravelly or rocky headwaters, creeks, small rivers with high – mod. gradient
White sucker <i>Catostomus commersoni</i>	10	Variety of invertebrates and small fish	Shallow riffles for spawning
Pumpkinseed <i>Lepomis gibbosus</i>	44	Invertebrates and fishes	clear water of ponds, lakes, sloughs, with aquatic vegetation and some organic debris
American Eel <i>Anguilla rostrata</i>	18	Invertivore, Piscivore	rivers, streams, ponds, and the shallow, more productive areas of lakes; spawns in Sargasso Sea
Chain Pickerel <i>Esox niger</i>	3		
Creek Chub <i>Semotilus atromaculatus</i>	22	Insectivore; Piscivore	Clear streams <12 m wide and with gravel-sand-silt substrate

¹Whitworth (1996).

²Jacobs and O'Donnell. (2009).

The Norwalk River is also an important watercourse for fish conservation. It supports a coldwater fishery of Brown and Rainbow Trout species, the populations of both of which are stocked by the CT DEEP. It also supports a population of the catadromous American Eel, and smaller forage fish that are important for piscivorous fish, birds, and other fauna. The fish community assemblage of the Norwalk River reach proximal to the site was characterized from CT DEEP Inland Fisheries Division sampling data collected in 2007 which is presented in **Table 2** below.

Table 2. Fish Species Collected from Site No. 143662007: Norwalk River Wilton, CT (CT DEEP, 2007).

Common Name / Scientific Name	Number	Feeding Guild	Preferred Habitat Attributes ^{1 & 2}
Black-nosed Dace <i>Rhinichthys atratulus</i>	24	Insectivore	Pools and slower runs of cool, gravelly or rocky headwaters, creeks, small rivers with high – mod. gradient
White sucker <i>Catostomus commersoni</i>	4	Variety of invertebrates and small fish	Shallow riffles for spawning
American Eel <i>Anguilla rostrata</i>	20	Invertivore, Piscivore	rivers, streams, ponds, and the shallow, more productive areas of lakes; spawns in Sargasso Sea
Brown Trout – Stocked <i>Salmo trutta</i>	3	Insectivores – feed on a variety of aquatic insects	Yearly dissolved oxygen concentrations that do not drop below 5 mg/l
Rainbow Trout – Stocked <i>Oncorhynchus mykiss</i>	1	Insectivores – feed on a variety of aquatic insects	Yearly dissolved oxygen concentrations that do not drop below 5 mg/l
Cutlips Minnow <i>Exoglossum maxillingua</i>	79	Specialist; eats eyes of other fish; also likely eats various invertebrates	Quieter flows of medium to large rivers; often found hiding under large rocks
Fathead Minnow <i>Pimephales promelas</i>	5		

¹Whitworth (1996). ²Jacobs and O'Donnell. (2009).

Species of state or regional conservation concern were noted on site during field work conducted in association with the completion of this plan. Those species reported by the CT DEEP NDDDB and additional species of conservation concern, their conservation status designation and preferred habitat and habitat attributes are provided in **Table 3** in Section B. below.

V. Management Considerations

A. Summary of Restored or Enhanced Resources

No resources have been restored on the property. There are no plans to restore the existing resources aside from spot removals of invasive plant satellite invasion areas as they are encountered. The natural resources on the property will be maintained in their natural state and natural ecological succession will be allowed to progress unhindered.

B. Conservation Targets

The Connecticut Department of Energy and Environmental Protection (CT DEEP) Natural Diversity Database (NDDDB) depicts the occurrence of a rare species in an area inclusive of the site (refer to Map in **Appendix E**). An NDDDB request for information for this mapping designation was submitted during an ecological assessment for the Belknop Acquisition revealed the mapped area referred to the occurrence of the State Special Concern Eastern Box Turtle (also identified in the state’s wildlife action plan as a Greatest Conservation Need (GCN) species at the “very Important” tier. A copy of the correspondence is also provided in **Appendix E**.

The Eastern Box Turtle, and other species identified by the CTDEEP as Species of (GCN) in the CTDEEP Wildlife Action Plan that were also noted on the site are listed in Table 3. This list of species represents conservation targets identified as a result of site visits conducted in 2017 and 2018.

Table 3. Species of Conservation Concern noted on the Belknop Preserve, their Conservation Status, and Preferred Habitats		
Species Name (Scientific Name)	Conservation Status (CT DEEP 2015)	Requisite Habitat and Special Habitat Attributes
Herpetofauna		
Eastern Box Turtle (<i>Terrapene caroliniana</i>)	GCN – Important CT Special Concern	A mosaic of habitat types that includes forest/field transition zones, forested uplands, open fields, and forested wetlands. Sandy soils for nesting. Leaf litter.
Spotted Salamander (<i>Ambystoma maculatum</i>)	GCN – (I)	Deciduous or mixed woods with moist soil and streambanks with abundant cover (stones, logs, etc.). Requires fish-free, permanent, semi-permanent, or seasonally inundated ponds, pools, in woodlands and open water areas of wooded wetlands.
Wood Frog (<i>Lithobates sylvatica</i>)	GCN - Important	Moist woodlands (both coniferous and hardwood) or dry woodlands with moist microhabitats; Palustrine wetlands. Requires temporary woodland pools or backwaters of slow-moving streams for breeding.
Avifauna		
Wood Thrush (<i>Hylocichla mustelina</i>)	GCN – Most Important; Forest interior indicator sp. Federal BCC Sp.	Mature deciduous or mixed forests greater than 10 yrs. old, with closed canopies. With such forests, requires a subcanopy or shrub layer for nesting.
Scarlet Tanager (<i>Piranga olivaceous</i>)	GCN – Very Important; Forest interior indicator sp.	Mature dry deciduous and mixed bottomland or upland woodlands and forests. Most abundant in mature forests.

Table 3. Species of Conservation Concern noted on the Belknap Preserve, their Conservation Status, and Preferred Habitats		
Species Name (Scientific Name)	Conservation Status (CT DEEP 2015)	Requisite Habitat and Special Habitat Attributes
Veery (<i>Catharus fuscescens</i>)	GCN – Important; Forest interior indicator sp.	Moist deciduous or mixed woodlands with intermediate canopy, bottomland forests, wooded swamps, and damp ravines. Within these habitats, requires thick understory of low trees and shrubs.
Eastern Wood Pewee (<i>Contopus virens</i>)	GCN – Important; Forest interior indicator sp.	A variety of wooded habitats (deciduous, coniferous, and mixed woodland), with open areas or with intermediate canopy gaps.
Plants		
Beaked Hazelnut (<i>Corylus cornutus</i>)	GCN – (I)	Deciduous woods and woodland borders
Black Oak (<i>Quercus velutina</i>)	GCN – (I)	Dry, deciduous forests and woodlands
Highbush Blueberry (<i>Vaccinium corymbosum</i>)	GCN – (I)	Wooded swamps, shrub swamps, wet to dry woods and fields, full to partial shade; prefers acidic soil conditions.
Lowbush Blueberry (<i>Vaccinium angustifolium</i>)	GCN – (I)	Dry upland woodlands, clearings, and barrens and open canopy forest, full to partial shade; prefers acidic soil conditions
Sugar Maple (<i>Acer saccharum</i>)	GCN – (I)	Upland forest with rich soils
Key: GCN – Greatest Conservation Need MI – Most Important VI – Very Important I - Important		

C. Natural Disturbance

There are a number of diseases currently plaguing or threatening to plague the health and composition of our forests in the Northeast. The cause of these diseases can be classified into four major groups: abiotic stressors, air pollutants, pathogens, and forest insect pests. Abiotic stressors include temperature and moisture injury, winter injury, frost, high temperatures, drought, and excessive water (prolonged inundation). These stressors, if initiated by natural processes, are an integral part of forest ecology and thus management to control or mitigate their effects is rarely warranted. Shallow to bedrock areas of the site will be the first to feel the effects of drought due to the well-drained, shallow soils. These ridgetop areas may also be prone to fires during drought years and should be monitored accordingly.

At the opposite end of the topo-sequence, forests trees growing in the wetland areas are subject to seasonal flooding. Since these trees are growing in saturated conditions, most root growth occurs at or

near the soil surface. As a result, these trees are subject to toppling during heavy wind storms. Such windfalls are a natural process that occur in wetlands. These windfalls create microhabitat conditions (deeper pools in the wetland, soil mounds, canopy gaps, etc.) that are exploited by various resident biota.

Large-scale adverse impact from pathogens and forest insect pests is largely due to introduced non-native insects and exotic pathogens and is thus considered among the various threats to which the preserve may be subjected. Threats are discussed in Section D below.

D. Threats (existing or potential)

This section of the Conservation and Management Plan identifies areas that may be of management concern or items that may compromise biological integrity over time.

1. Motorized Vehicle Use

There are currently no known issues with ATVs or other vehicles that are causing or may cause damage to resources on the site. The site will be monitored for evidence of such, and if noted, actions to suppress this usage will be enacted.

2. Waste Disposal

No evidence of trash or other non-organic waste debris was noted on the site. Organic wastes (yard wastes such as leaves and pruning waste) have been dumped on the property of adjacent Honey Hill Preserve in the past. Property owners suspected of dumping the waste debris were contacted and the practice ceased. Similarly, disposal of green waste on the property from adjacent residences was noted at the terminus of Wilson Road.

3. Invasive Species, Pests and Pathogens

Invasive species threaten the diversity or abundance of native species through competition for resources, predation, parasitism, interbreeding with native populations, transmitting diseases, or causing physical or chemical changes to the invaded habitat. Current invasive plant species noted on the site or in adjacent areas are provided in **Table 4**.

Tree diseases caused by tree pathogens and forest tree insects are a major cause of concern for protecting tree health within the region including the Belknap Preserve. Tree pathogens can be further categorized into diseases of hardwoods versus diseases of conifers. Hardwood diseases include dieback and decline syndromes (e.g., Sapstreak Disease of Sugar Maple, Beech Bark Disease, Oak Decline), wilt diseases (e.g., Oak Wilt), leaf diseases (e.g., Anthracnose, leaf blisters, leaf rusts, Powdery Mildew, *Phyllosticta* Leaf Spot, Tobacco Ringspot Virus of Ash, Ash Yellows, etc.), and root diseases (e.g., *Armillaria* Root-rot). Conifer diseases include various needle afflictions (rusts, blights, needlecasts, etc.) and twig/stem diseases (e.g., White Pine Blister Rust, Pine – Oak Rust, etc.) (Skelly et al., 1987). Pathogens may be host-specific or inter-specific.

Like the pathogens, forest tree insect pests are also divided broadly into two main categories: those that afflict hardwoods and those that afflict Conifers. Hardwood insect pests include leaf-eating insects (e.g., Gypsy Moth, Oak Leafroller, Forest Tent Caterpillar, etc.), sucking insects (such as Pear Thrip and Periodical Cicada), and meristematic Insects such as Asian Long-horned

Beetle and the Emerald Ash Borer the latter of which has recently been documented in Connecticut and has major potential to afflict wide-scale damage to many of our dominant and economically viable eastern forest trees. Conifer insect pests include defoliators such as Hemlock Loopers and the introduced Pine Sawfly, sucking insects such as various aphids, adelgids, spider mites, thrips, etc., and meristematic insects such as various pine and spruce weevils and beetles. The Eastern Hemlock Woolly Adelgid is a significant pest inflicting hemlock in Southern New England. It has caused wide-scale mortality of hemlock stands in parts of Connecticut, especially stands growing on shallow to bedrock soils. The hemlocks growing within the preserve did not appear to exhibit large-scale die-back but should be monitored closely for signs of Adelgid infestation and resultant stress.

4. Vandalism, Encroachment, & Trespass

No evidence of vandalism or encroachment was noted on the property at the time this Conservation and Management Plan was prepared, other than the disposal of green wastes discussed above in section D.2.

Conservation and Management Plan for the Belknap Preserve, Weston, CT

TABLE 4. INVASIVE PLANT SPECIES NOTED ON SITE			
Common Name/ Scientific Name	Why they are a concern	Potential Control Alternatives^{1,2}	Reference for Further Control Details/Information
SHRUBS			
Japanese Barberry <i>Berberis thunbergii</i>	Sporadic locations on the site.	Mechanical, fire, and chemical methods. Mechanical methods and hand pulling conducted in spring may be effective where numbers are limited (shallow but tough roots allow it to be hand pulled with a weed wrench tool or mattock). Controlled burns in a fire-resistant plant community may be effective. Otherwise, burns directed specifically at the stem of the bush using a propane torch is recommended. Burn in early spring before or just after leaves emerge. A summer follow-up burn may be necessary. Herbicides used for brush control can be applied to foliage, or can be painted onto freshly cut stems.	Kaufman and Kaufman, 2012
Multiflora Rose <i>Rosa multiflora</i>	Woodland edges esp. between field and forest, and within some forest gaps.	Mechanical and chemical methods: Frequent repeated cutting or mowing (3-6 x per year) for two to four years; herbicide application to cut stem anytime in August through October ²	http://www.nps.gov/plants/alien/fact/romu1.htm
Winged Euonymous or Burning Bush <i>Euonymous alatus</i>	Widely distributed on the adjacent Honey Hill Preserve (adjacent parcel to the east)	Sprouts vigorously after cutting or burning. Therefore, effective management via stem cutting requires subsequent application of an herbicide like glyphosate (apply in early summer). Toxic to some animals – protect conservation grazers against poisoning by installing barriers	http://www.klines.org/joanne/Archive/Plant_Pages/plant_pages_30.html Kaufman and Kaufman, 2012
LIANAS			
Oriental Bittersweet <i>Celastrus orbiculatus</i>	Woodland edges and disturbed areas	Hand removal where practical; cut vines at ground level and again at 4 to 5 feet above ground surface. Roots will re-	http://www.inhs.uiuc.edu/chf/outreach/VMG/rlbitter.html

¹ <http://www.ocfp.on.ca/local/files/Communications/Current%20Issues/Pesticides/Final%20Paper%2023APR2004.pdf>

² Be sure to heed all health and safety warnings, permitting requirements, and environmental/ecological recommendations associated with any chemical control method. Information for herbicides can be found at http://www.pesticideinfo.org/Search_Chemicals.jsp

TABLE 4. INVASIVE PLANT SPECIES NOTED ON SITE			
Common Name/ Scientific Name	Why they are a concern	Potential Control Alternatives ^{1,2}	Reference for Further Control Details/Information
		sprout so subsequent treatment with herbicide (glyphosate or triclopyr will be required)	
Wisteria <i>Wisteria sinensis</i> (Chinese Wisteria) or <i>W. floribunda</i> (Japanese Wisteria)	Occurs along Wampum Hill Road to the south of the site	Mechanical: Cut vines and mow or cut re-sprouts repeatedly until the root is starved. Chemical: cut vines and apply glyphosate or triclopyr to the stems and re-growth.	Kaufman and Kaufman, 2012
HERBS			
Garlic Mustard <i>Allaria officinalis</i>	Along the edge of road shoulder along Wilson Road	Spraying soil around satellite invasion areas with vinegar to change the soil pH should be tried as a pilot project In areas of large infestations, systemic herbicide application (glyphosate, triclopyr) may be necessary prior to seed set. Hand pulling and proper disposal may be effective for smaller infestations when soils are moist. Cutting to ground level in spring can prevent formation of flowers and seeds, but should be followed up with application of glyphosate to prevent development of new flowering shoots.	Kaufman and Kaufman, 2012
Common Reed <i>Phragmites australis</i>	Southeastern limit of the property adjacent to the south PFO	Burning, flooding, grazing, disking, and aerial herbicide applications have all been used but each has its constraints and limitations. Repeated cutting to exhaust energy reserves in the roots followed by herbicide application of re-sprouts may offer some lasting control. Since stems are hollow, cutting followed by dripping glyphosate formulated for use near water down the hollow stems may be effective.	
Japanese Stiltgrass <i>Microstegium vimineum</i>	Along the edge of road shoulder along Wilson Road	Manual Control: Plants can be pulled by hand before they set seed, but it may take several years of pulling for it to be	Kaufman and Kaufman, 2012

TABLE 4. INVASIVE PLANT SPECIES NOTED ON SITE			
Common Name/ Scientific Name	Why they are a concern	Potential Control Alternatives^{1,2}	Reference for Further Control Details/Information
		<p>an effective control measure (in order to exhaust the seed bank).</p> <p>Mechanical Control: Weed-whacking late in the season before seeds are set can be an effective control.</p> <p>Chemical Control: Imazemeth, fluazifop, & sethoxydim-based herbicides can be an effective selective control when stiltgrass is growing among forbs and non-target graminoids such as sedges, and rushes.</p>	

VI. Management Vision & Goals

The overall goal of long-term management is to foster the long-term viability of the resources, and any listed species/habitat. Routine monitoring and minor maintenance tasks are intended to assure the viability of the site in perpetuity. Those who are chosen to carry out monitoring activities will have the knowledge, training, and experience to accomplish monitoring responsibilities. An objective of this long-term management plan is to conduct regular monitoring to identify any issues that arise, and use adaptive management to determine what actions might be appropriate. Adaptive management means an approach to natural resource management which incorporates changes to management practices, including corrective actions as determined to be appropriate. Adaptive management includes those activities necessary to address the effects of climate change, fire, flood, or other natural events. Before considering any adaptive management changes to the long-term management plan, the Long-Term Steward will consider whether such actions will help ensure the continued viability of site's biological resources and conservation values.

The primary management goal is to preserve the ecological integrity of the various wetlands and other natural resources located on the property while simultaneously providing limited human access to this unique ecological area through a network of pedestrian trails.

To reach these goals, the Long-Term Steward will:

- Maintain the property in its natural, undeveloped state
- Maintain the quality of the existing natural resources by controlling identified threats
- Maintain and expand Best Management Practices that limit soil erosion and protect local water quality
- Provide regulated, passive recreational opportunities, where appropriate
- Protect, maintain, and enhance existing cultural (i.e., aesthetic) resources, and
- Facilitate educational opportunities relating to natural resources, natural resource management, and biodiversity conservation.

A. Permitted Uses:

1. Passive Recreation:

The main resource access value attributed to the site is to provide linkage between existing preservation lands to the west and east of the site. To the west of the site lies lands owned by the Aspetuck Land Trust, and Town of Wilton. To the east of the site lies lands owned by the Nature Conservancy, Aquarion Water Company, and the Aspetuck Land Trust (Trout Brook Valley Conservation area, et al.). Preservation lands owned by the Redding Land Trust lie

proximal to the north. Taken together as a conglomerate, our plans are to connect these lands via a trail system for passive outdoor recreation once key parcels such as the site are secured for preservation. Key among this is creating a public hiking trail that will connect the existing Norwalk River Valley Trail in Wilton to Huntington State Park in Redding as described in Section A. This trail will utilize existing trails in the Blue Blazed Trail System on Centennial Watershed State Forest land. Appropriate passive recreational and other uses of the site include hiking, birding, botany and other scientific study, and nature photography / interpretation.

2. Hunting

A decision to allow limited hunting on the property as a habitat management measure from time to time will be determined by the ALT director on an as-needed basis.

B. Public Use Guidelines

General guidelines applicable to the site at a minimum should include the following:

- Carry in, carry out – no trash receptacles are provided or available on the preserve and it is a well-established natural area ethic to leave no trace behind of one’s presence.
- Day-use only – night use must be approved by the Director.
- Keep dogs on leash at all times
- Stay on the trails – there may be sensitive environmental receptors off-trail
- Respect abutting private property
- Avoid disturbing plants and wildlife.

C. Prohibited Uses:

1. Off-road/motorized vehicles

The general public will not be permitted to operate motorized vehicles on the property outside of designated parking areas. Use of motorized vehicles for habitat management will be at the discretion of the ALT Director. No motor vehicles will be allowed to enter wetlands and watercourse on the property without the acquisition of requisite regulatory approval and associated implementation of best management practices.

2. Camping or overnight use

Camping or overnight use of the preserve will not be permitted as the site does not provide adequate facilities (e.g. drinking water and waste management facilities) or security services for campers.

3. Fires

Fires will not be permitted on the property without explicit permission of the ALT Director.

4. Cutting or removal of vegetation

Cutting or removal of vegetation should be prohibited by patrons. It is anticipated that preserve stewards will likely prune various plants from time to time to maintain the property for aesthetic

reasons, perhaps as habitat management measures, and for invasive plant species control. Additionally, trees that present a potential safety hazard to visitors should be addressed via removal, pruning, or otherwise as recommended from a licensed arborist or forester. Post-storm inspections conducted by an arborist to assess safety hazards from unstable or damaged tree boles or limbs may be warranted. Tall trees growing in wetland soils, shallow to bedrock areas, and eroding slopes may be more susceptible to toppling. Pruning should not be conducted during bird nesting season unless the tree to be pruned poses a safety threat.

VII. Management Actions

This section includes the actions that need to be taken over time to maintain the site.

A. Natural Resources

1. Management of wetlands, streams and other natural resources

Objectives: Monitor, conserve and maintain the site's natural resources. Limit any impacts to resources from human use, vehicular travel, invasive species or other adverse impacts

- *Action: At least one annual walk-through survey will be conducted to qualitatively monitor the general condition of these habitats. General topographic conditions, hydrology, general vegetation cover and composition, invasive species, erosion, will be noted, evaluated and mapped during a site examination. Notes to be made will include observations of species encountered, water quality, general extent of wetlands and streams, and any occurrences of erosion, structure failure, or invasive or non-native species establishment.*
- *Action: Establish reference sites for photographs and prepare a site map showing the reference sites for the file. Reference photographs will be taken of the overall site at least every five years from the beginning of the long-term management plan, with selected reference photos taken on the ground more frequently*

Special attention should be paid to any area adjacent to or draining into the property from off-site lands (such as the drain pipe that discharges runoff from the residence along Wilson Road).

Streams and wetlands should be observed near bank boundaries to observe if increased sediment deposition has occurred. The monitoring report should provide a discussion of any recent changes in the watershed (i.e., subdivision being developed upstream of stream bank).

2. Management for Threatened/Endangered/Rare/Special Concern Species.

Objectives: Monitor population status and trends. Manage to maintain habitat for species of conservation concern including obligate vernal pool species, forest interior birds, species

listed on CT's Endangered Species Act, and any other species listed in CT's Wildlife Action Plan as "Greatest Conservation Need".

- *Action: Monitor status of GCN species every year by conducting population assessment surveys. The annual survey dates will generally occur between March and June each year. Occupied habitat will be mapped and numbered to allow repeatable data collection over subsequent survey years.*
- *Action: Visually observe for changes to occupied habitat, such as changed hydrology or vegetation composition. Record any observed changes. Size of population (i.e. no. of egg masses of obligate vernal pool species).*
- *Action: Retain and conserve the special habitat attributes of the GCN Species (See Table 3 above). Implement other actions that enhance or monitor habitat characteristics for GCN species as opportunities arise.*
- *Action: Implement measures to Protect the Eastern Box Turtle. A set of guidelines available to assist landowners in the protection of box turtles has been developed by the Michigan-based organization Habitat From Humanity and can be found here: <http://wtgrain.org/turtle/w2needs.htm>. Actions specific to the Belknap Parcel that will benefit Box Turtle Conservation include the following:*
 - *Keep dogs on leash at all times or under strict control of their owner while on the property.*
 - *Prohibit the use of heavy machinery on the site during the months when turtles are active.*
 - *Create brush piles on site which turtles can use for cover from predators while resting.*
 - *Conserve fruiting shrubs and herbaceous plants such as blackberries, blueberries, and huckleberries.*
 - *Control the spread of non-native invasive plants which may outcompete native plants used as food by Eastern Box Turtle.*
 - *Create periodic gaps in stone walls and at intersection points between two stone walls so that Box Turtles have access and egress to and from wetlands.*
 - *Conserve open forest gaps where turtles may gather to warm up in sun.*
 - *Conserve areas of open sandy soils which turtles may use for nesting. Direct trails away from these areas so as not to disturb nesting turtles.*
 - *Educate adjacent land owners about turtle conservation.*

- *Continue to expand the habitat block of the Honey Hill Preserve to counteract the adverse impact of habitat fragmentation on Box Turtle population viability.*

3. Invasive Species, Pests and Pathogens

Objectives: Monitor and maintain control over invasive species, pests and pathogens that diminish native natural resources on the site

- *Action: Mapping of presence of invasive species, pests and pathogens presence is recommended during the first two years of site management, to establish a baseline. Mapping should be accomplished through use of available technologies, such as GIS, GPS, and aerial photography. If stewards identify small localized satellite invasion areas of non-native plants on the property that can be addressed immediately via hand removal, they should be encouraged to do so as invasives are easier to control if they are eliminated upon early detection. Rapid responses may prevent the need for an extensive formal eradication and control plan. Some prior training and instruction to stewards (e.g., invasive plant identification, removal protocols, safety, etc.) may be warranted.*
- *Action: Each year's annual walk-through survey (or a supplemental survey) will include a qualitative assessment (e.g., visual estimate of cover and identification of satellite invasions) of invasive species.*

B. Infrastructure and Facilities, Security and Public Access

1. Gates, Parking, Fences, Signage, and Property Boundaries

Objectives: Monitor and maintain condition of gates, parking areas, fences, signage, and property boundaries to prevent casual trespass, allow necessary access, and facilitate management.

- *Action: During each site visit, record condition of parking areas, gates, fencing, signs, crossings, and property boundaries. Record location and type of any maintenance issues, with actions to be taken for resolution, if applicable.*
- *Action: Maintain gates, fences, signs, crossings and property boundary markers as necessary. Repair or replace as necessary, and as funding allows.*
- *Action: Create openings at junctures of stone walls to allow Eastern Box Turtles to pass easier between upland and forest*

2. Roads, Trails and Structures

Objectives: Create/maintain trails to allow public access as necessary and in accordance with the CTILF Project Agreement. Any construction or maintenance of trails shall be conducted in such a manner as to avoid any disturbance to wetland habitat and buffers or habitat for

sensitive species. Monitor and maintain condition of roads, trails and structures to facilitate management, public use, and prevent adverse impacts to wetlands, streams and other resources. Retire unnecessary sections of existing road.

- *Action: During each site visit, record condition of roads, trails and structures. Record location and type of any maintenance issues, with actions to be taken for resolution.*
- *Action: Maintain roads, trails and structures as necessary. Replace as necessary, and as funding allows.*

3. **Trash and Trespass**

Objectives: Monitor sources of trash and trespass. Collect and remove trash, repair vandalized structures, and rectify trespass impacts. Specifically address any ATV issues, existing or potential.

- *Action: During each site visit, record occurrences of trash and/or trespass. Record location and type of any trespass issues, with actions to be taken to avoid, minimize, or rectify trash and/or trespass impacts.*
- *Action: At least once yearly collect and remove as much trash as possible and repair and rectify vandalism and trespass impacts.*
- *Action: Take appropriate action to address issues of vandalism, trespass, or ATV violations including but not limited to:*
 - *Outreach to violators*
 - *Placement of boulders, gates or other obstructions to prevent access*
 - *Contacting local law enforcement*

VIII. Funding and Task Prioritization

A. Funding

Long-Term Steward will oversee implementation of the management plan, monitoring activities, and long-term stewardship of the property. With assistance from stewardship volunteers, the Long-Term Steward will maintain and monitor the property in perpetuity.

Table 5 summarizes the anticipated start-up/development costs for the site. Table 6 summarizes the anticipated annual costs for long-term management for the site. After initial start-up costs, annual costs associated with the long-term maintenance of the property are estimated to be \$1,900. Distribution from the land stewardship endowment fund and annual revenues membership will cover costs associated with stewardship of the property.

A. Task Prioritization and Cost Estimates

Table 5: Schedule of Start-up Activities

Goal	Action	Priority	Target Date	Completed By	Cost	Other Cost	Notes
Natural Resources	Baseline Monitoring Data Entry	2	Summer 2018 - ongoing	Steward & volunteers	\$N/A	TBD	Initial data gathered during CMP preparation
Natural Resources	Invasive species baseline	1	Summer/Fall 2019	Steward & volunteers	\$N/A	TBD	In kind match
Infrastructure	Boundary Line Marking	1	Summer 2019	Staff/Steward	\$N/A	N/A	In kind match
Infrastructure	Trail Planning & Development	3	Spring-Fall 2019	Steward & volunteers	N/A	\$500	Mileage & equipment
Infrastructure	Signs& Installation	2	Summer 2019	Steward & volunteers	\$500		Mileage & equipment

Total Start-up Costs: \$2,000

Table 6 Estimated Annual Costs

Cost	Cost per year*
Staff Time	\$0
Trail Maintenance	\$500
Property Taxes	\$0
Sign Maintenance/replacement	\$500
Brochures, Information	\$400
Mileage	\$200
Monitoring	\$TBD
Boundary Marking (every 5 years)	\$100
Management Plan Update (every 5 years)	\$1000

Total Annual Costs: \$1,900

Stewardship account that will be used to fund these costs: General Operating Fund, Annual Revenue

IX. Literature Cited

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- <http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

Appendix A – Map of the Belknap Parcel – Easement and Acquisition portions

Appendix B – Legal Documents pertaining to the property Acquisition

PLEASE REPLY to Westport
Writer's Direct Dial (203)341-5305
E-MAIL ADDRESS: kbernhard@cohenandwolf.com

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
NEIL R. MARCUS
G. KENNETH BERNHARD
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD SLAVIN
DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
MATTHEW C. SUSMAN
DAVID A. BALL
JOCELYN B. HURWITZ
STUART M. KATZ
PATRICIA C. SULLIVAN
VINCENT M. MARINO
JULIE D. KOHLER
ARI J. HOFFMAN
COURTNEY A. GEORGE
BARBARA M. SCHELLENBERG
RACHEL A. PENCU
JASON A. BUCHSBAUM
L. JOYELLE MAINI
DAVID M. MOROSAN
ANN L. FOWLER-CRUZ
PHILIP C. PIRES
JOHN PATRICK C. O'BRIEN
DAVID DOBIN
ROBYN H. DEUCKER
ALEXANDER COFF
MATTHEW A. CHARLEGLIO
CHRISTINE M. BREV
JOSHUA PEDREIRA
CLIFFORD A. MERIN
JOSEPH D. SZKREJKO
DINA E. NATHANSON
PAUL V. ARCE
TATIANA E. DA SILVA

OF COUNSEL
ANNE MARIE P. BRIONES
SUSAN E. FILAN
THEMIS KLARIDES
ROSAMOND A. KOETHER
MARC T. MILLER
SUZANNE B. SUTTON

December 6, 2017

David Brant, Executive Director
Aspetuck Land Trust, Inc.
P.O. Box 444
Westport, CT 06881

**RE: Purchase of Land from Belknap
Wampum Hill Road, Tax Map 1, Block3, Lot 88, Weston, CT**


David
Dear Mr. Brant:

Enclosed please find a binder which contains copies of the closing documents for the purchase of the above referenced property. Also enclosed is the original owners' policy of title insurance and the property survey.

Please keep these items in a safe place with all of your other important documents.

If you should have any questions, please feel free to contact me.

Very truly yours,
COHEN AND WOLF, P.C.

By: 
G. Kenneth Bernhard

GKB/da
Encl.

**ASPETUCK LAND TRUST
PURCHASE OF
WAMPUM HILL ROAD
(TAX MAP 1, BLOCK 3, LOT 88)
WESTON, CONNECTICUT**

CLOSED: SEPTEMBER 29, 2017

INDEX

1. Closing Statement and Buyer's Recapitulation
2. Trustee's Deed- original
3. Real Estate Conveyance Tax Return
4. Conservation and Public Recreation Easement and Agreement
5. Copy of Sales Agreement
6. Miscellaneous Documentation
7. Owners' Title Insurance Policy
8. Cohen and Wolf, P.C. Privacy Notice

CLOSING STATEMENT

BUYERS: Aspetuck Land Trust
SELLERS: Fiduciary Trust Company International under the Will of Chauncey Belknap
PREMISES: Wampum Hill Road, Tax Map 1, Block 3, Lot 88, Weston, Connecticut
CLOSED: September 29, 2017

	<u>Credits To Buyers</u>	<u>Credits To Sellers</u>
Purchase Price Lot 1		\$278,370.00
Purchase Price Lot 2		\$89,377.50
<i>(No Adjustments)</i>		
Deposit Lot 1	\$27,837.00	
Deposit Lot 2	\$8,937.75	
CASH TO BALANCE	<u>\$330,972.25</u>	_____
TOTALS	<u>\$367,747.00</u>	<u>\$367,747.00</u>

BUYER'S RECAPITULATION

BUYERS: Aspetuck Land Trust
SELLERS: Fiduciary Trust Company International under the Will of Chauncey Belknap
PREMISES: Wampum Hill Road, Tax Map 1, Block 3, Lot 88, Weston, Connecticut
CLOSED: September 29, 2017

CASH TO BALANCE (Per Closing Statement)	\$ 330,972.25
Plus the following additional costs:	
To: Fidelity Title Insurance Company	
Title Insurance Premium (Owner's Policy)	\$ 1,341.00
Title Search	\$ 115.00
Date Down Update	\$ 190.00
To: Weston Town Clerk	
Record Testamentary Trustee's Deed	\$ 60.00
Record Conservation Agreement	\$ 73.00
Record Mylar Survey	\$ 10.00
To: Cohen and Wolf, P.C.	
Record Contract Notices (2)	\$ 126.00
 Total Funds to Close:	 <u>\$ 332,887.25</u>
 LESS Funds Wired to Seller's Attorney	 (\$330,972.25)
LESS Funds Wired to Cohen and Wolf, P.C.	(\$1,301.00)
 FUNDS REQUIRED FROM BUYER TO CLOSE:	 <u>\$ 614.00</u>

SCHEDULE A

ALL that piece or parcel of land located in Weston, Connecticut shown and depicted as Parcel #1 containing 27.837 +/- ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/2016 to "Show Proposed Property to be purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors, which map is on file with the Weston Town Clerk as Map No. 3857, referenced to such map being hereby made for a more particular purpose.

Said premises are conveyed subject to the following:

1. Any restriction or limitation imposed or to be imposed by governmental authority and all provisions of any ordinance, municipal regulation, public law, inclusive of zoning, building, planning, inland wetlands and water courses laws, rules and regulations as established in and for the Town of Weston.
2. Taxes of the town of Weston hereafter becoming due and payable, which taxes Grantee assumes and agrees to pay as part of the consideration for the deed.
3. All encumbrances of record.

Received for Record at WESTON, CT
On 09/29/2017 At 3:52:00 pm



OP-236
Real Estate Conveyance Tax Return

For Town Clerk Use Only			
Town Code	Land Record	Vol.	Page
▶	▶		

Complete Form OP-236 in blue or black ink only

Check here if this is an amended return.

1. Town ▶ Weston		2. Location of property conveyed (number and street) ▶ Wampum Hill Road Tax Map 1, Block 3, Lot 88		3. If more than two grantors/sellers, check here. ▶ <input type="checkbox"/> Attach OP-236 Schedule A - Grantors, Supplemental Information for Real Estate Conveyance Tax Return, to provide required information.	
4. Grantor/seller #1 (last name, first name, middle initial) ▶ Fiduciary Trust Co. Inter./Chauncey Belknap		5. Taxpayer identification number ▶		<input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
6. Grantor/seller address after conveyance ▶ 280 Park Avenue		7. City or town ▶ New York		State ZIP code NY 10 017	
8. Grantor/seller #2 (last name, first name, middle initial) ▶		9. Taxpayer identification number ▶		<input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
10. Grantor/seller address after conveyance ▶		11. City or town ▶		State ZIP code	
12. If the grantor is a partnership, S corporation, LLC, estate, or trust, check here: ▶ <input checked="" type="checkbox"/> Attach OP-236 Schedule A to provide required information.		13. Is this conveyance between spouses? ▶ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		14. If this conveyance is for no consideration or less than adequate consideration, will federal and state gift tax returns be filed? ▶ <input type="checkbox"/> Federal only <input type="checkbox"/> State only <input type="checkbox"/> Both <input checked="" type="checkbox"/> Not applicable	
15. Grantee/buyer (last name, first name, middle initial): If more than one grantee/buyer, attach OP-236 Schedule B - Grantees, Supplemental Information for Real Estate Conveyance Tax Return, to provide required information. ▶ Aspetuck Land Trust		16. Taxpayer identification number ▶		<input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
17. Grantee/buyer address after conveyance ▶ 239 Toilsome Hill Road		18. City or town ▶ Fairfield		State ZIP code CT 0682 5	
19. Date conveyed ▶	20. Date recorded ▶	21. Type of instrument ▶ <input type="checkbox"/> Warranty <input type="checkbox"/> Quitclaim <input checked="" type="checkbox"/> Easement <input checked="" type="checkbox"/> Other <u>Trustee Deed</u>			
22. The grantor claims no tax is due because: (If applicable, check one.) See Instructions.					
▶ 22a. <input type="checkbox"/> Conveyance was for no consideration or consideration was less than \$2,000.					
▶ 22b. <input checked="" type="checkbox"/> Conveyance is exempt under Conn. Gen. Stat. §12-498. See list of all exemption codes on reverse and enter exemption code here. <u>16</u>					
▶ 22c. If 22b exemption code is 01 or 09, enter citation or docket number. _____					

Computation of Tax Enter consideration for conveyance on the appropriate line.

▶ 23. Consideration for unimproved land: See Line Instructions.	\$ _____	x 0.0075 = \$ _____
▶ 24. Total consideration for residential dwelling: See Line Instructions.	\$ _____	
▶ 24a. Portion of Line 24 that is \$800,000 or less: See Line Instructions.	\$ _____	x 0.0075 = \$ _____
▶ 24b. Portion of Line 24 that exceeds \$800,000: See Line instructions.	\$ _____	x 0.0125 = \$ _____
▶ 25. Residential property other than residential dwelling	\$ _____	x 0.0075 = \$ _____
▶ 26. Nonresidential property other than unimproved land	\$ _____	x 0.0125 = \$ _____
▶ 27. Property conveyed by a delinquent mortgagor: See Instructions.	\$ _____	x 0.0075 = \$ _____
▶ 28. Total State of Connecticut tax due: Add Lines 23, 24a through 27.		= \$ <u>0</u>

Declaration: I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to the Department of Revenue Services (DRS) is a fine of not more than \$5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Indicate by checking a box who is signing this return: Grantor Grantor's attorney Grantor's authorized agent

Richard H. Saxel
 Name of person signing the return (type or print)

Richard H. Saxel
 Signature

9.29.17
 Date

 Name of grantor's representative (type or print)

▶ Provide Connecticut juris number if applicable

 Telephone number

C+W

Constituent Affairs/Land Management Division
VOLUME
Department of Energy and Environmental Protection
79 Elm Street


PAGE

Hartford, CT 06106-5127

SCHEDULE B
CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT

ASPETUCK LAND TRUST PROJECT NAME: BELKNAP

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

of the Trust created 

WHEREAS, the Fiduciary Trust Company International, Trustee under the Will of Chauncey Belknap (hereinafter "Trust" or "Grantor") holds title to 10.5 ± acres of real property located in the territorial limits of the Towns of Weston and Wilton; and

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut; and

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

WHEREAS, the anticipated use of the land by Aspetuck Land Trust; and

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

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

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

WHEREAS, the Conservation Easement shall be in favor of the Aspetuck Land Trust;

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

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

NOW, THEREFORE, for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the Aspetuck Land Trust and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the ASPETUCK LAND TRUST and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Weston, County of Fairfield, State of Connecticut, (the "Protected Property"), as described in Schedule A.

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

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

- a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.
- b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Aspetuck Land Trust to grant any such approval or permit.
- c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

1) The rerouting or closing of trail segments or public access points that pose a substantial threat

to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

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

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

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, and environmental education, non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

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

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Aspetuck Land Trust has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Aspetuck Land Trust's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Aspetuck Land Trust with satisfactory evidence of payment upon request.

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

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

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Aspetuck Land Trust to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Aspetuck Land Trust in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Aspetuck Land Trust will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Aspetuck Land Trust and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Aspetuck Land Trust, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Aspetuck Land Trust for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Aspetuck Land Trust and its successors or assigns. However, said Conservation Easement shall not entitle the Aspetuck Land Trust or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

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

David Brant, Executive Director
Aspetuck Land Trust
P.O. Box 444
Westport, CT 06881
Hartford, CT 06106

or such other address as may be furnished in writing.

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

Richard H. Saxl, Esquire
265 Post Road West
Westport, CT 06880

and

Barbara Belknap
17 East 96th Street
New York, NY 10128

or such other address as may be furnished in writing.

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

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Aspetuck Land Trust and its successors and assigns forever.

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

REMAINDER OF PAGE IS BLANK.

IN WITNESS WHEREOF, the parties hereto have set their hands.

ASPETUCK LAND TRUST

[Signature]

David Brant
Executive Director
Duly Authorized

1-30-17 Date

WITNESSES Signature
Name in print

[Signature]
Name PATRIKA KERCI

[Signature]
Name G. Kenneth Bernhart

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss: Westport

The foregoing instrument was acknowledged before me this 30th day of January, 2017, by David Brant, Executive Director of the Aspetuck Land Trust, a State of Connecticut corporation, on behalf of the corporation.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires _____



RANDALL N. BECKER
Notary Public - State of Connecticut
My Commission Expires
October 31, 2021

FIDUCIARY TRUST COMPANY INTERNATIONAL
TRUSTEE UNDER THE WILL OF CHAUNCEY BELKNAP

A
Trust created under the

[Signature] 9/20/17
Theresa Kraker McGinley Date
Managing Director : Trust Counsel
Duly Authorized

WITNESSES Signature
Name in print

[Signature]
Name Caitlin M. Malangone

[Signature]
Name Eric Kavanaugh

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss:

The foregoing instrument was acknowledged before me this 20th day of SEPTEMBER, 2017, by Theresa Kraker McGinley, Managing Director and Trust Counsel, Fiduciary Trust Company International, Trustee under the Will of Chauncey Belknap.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires _____



BRIAN D CONBOY
Notary Public, State of New York
No. 02CO8278693
Qualified in Suffolk County
Commission Expires March 25, 2021

VOL 596 PG 360

SCHEDULE A

ALL that piece or parcel of land located in Weston, Connecticut shown and depicted as Parcel #2 (the "Premises") containing 10.515 +/- ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED 1/02/2016 TO "Show Proposed Property to be Purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors, which map is on file with the Weston Town Clerk as Map Number: 3857, referenced to such map being hereby made for a more particular purpose.

Received for Record at WESTON, CT
On 09/29/2017 At 3:53:00 pm



**THE FAIRFIELD COUNTY BAR ASSOCIATION
RESIDENTIAL REAL ESTATE SALES AGREEMENT**

(Revised July 14, 2015)

This Agreement made as of the 30th day of January, 2017 between Fiduciary Trust Company International, Trustee under the Will of CHAUNCEY BELKNAP c/o Fiduciary Trust Company, 280 Park Avenue, New York, New York 10017 acting herein by Theresa Kraker McGinley, as a Managing Director and Trust Counsel, duly authorized, (hereinafter referred to as the SELLER, whether one or more), and ASPETUCK LAND TRUST acting herein by David Brant, Executive Director, duly authorized, of 239 Toilsome Hill Road, Fairfield, Connecticut 06825 (hereinafter referred to as the BUYER or PURCHASER whether one or more).

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase and accept a conservation and public recreation easement (the "Conservation Easement") on Parcel #2 (the "Premises") containing 10.515 +/- ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/16 to "Show Proposed Property to be Purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors. 208 Adams Road, Easton, CT 06612. (Schedule A legal description and exceptions, if any, attached hereto.)

2. **CONSIDERATION.** The purchase price is EIGHTY-NINE THOUSAND THREE HUNDRED SEVENTY-SEVEN AND 50/100 (\$89,377.50) which the BUYER agrees to pay as follows:

- (a) Upon the signing of this Agreement, payable to the SELLER'S attorney as Trustee or Escrow Agent as provided herein, receipt of which is acknowledged, subject to collection ("the Deposit"); \$8,937.75

- (b) Upon delivery of the Conservation Easement by wire or by official cashier's or bank check drawn by and upon a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available. \$80,439.75

TOTAL

\$ 89,377.50

ESCROW. Intentionally Omitted. Any deposit made hereunder shall be nonrefundable and shall be paid to the Seller's attorney who shall

release the same the Seller as soon as Buyer's counsel is in receipt of a fully executed of this contract."

4. **FIXTURES.** Intentionally Omitted.
5. **MORTGAGE CONTINGENCY.** Intentionally Omitted.
6. **MUNICIPAL CONTINGENCY and TITLE CONTINGENCY.** Intentionally Omitted.
7. **THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES.** Intentionally Omitted.
8. **CONSERVATION EASEMENT.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the Conservation and Public Recreation Easement and Agreement, as attached hereto as Schedule B. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.
9. **CLOSING.** The Conservation Easement shall be delivered at the offices of Richard H. Saxl, Esquire, 265 Post Road West, Westport, Connecticut 06880 or at such place in Fairfield County, Connecticut, as may be designated by BUYER's lending institution on the 31st day of December, 2017 or sooner by mutual agreement of the parties hereto ("the Closing Date").
10. **TITLE.** (a) If, upon the date for the delivery of the Conservation Easement, the SELLER shall be unable to deliver or cause to be delivered an easement to the Premises as hereinafter provided, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) calendar days, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered an easement to said Premises, subject as aforesaid, the BUYER (i) may elect to accept such easement as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title.
13. **APPORTIONMENT.** Intentionally Omitted.
14. **RISK OF LOSS.** Intentionally Omitted.
15. **AFFIDAVITS/1099 REPORTING.** Intentionally Omitted.
16. **STATUTORY NOTICES/WAIVER.** Intentionally Omitted.
17. **SMOKE DETECTOR/CARBON MONOXIDE AFFIDAVIT.** Intentionally Omitted.
18. **MAINTENANCE.** Intentionally Omitted.
19. **DELIVERY OF PREMISES.** Intentionally Omitted.

20. **LIABILITY FOR DELAYED CLOSING.** Intentionally Omitted.

21. DEFAULT. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. If SELLER defaults hereunder, BUYER'S sole remedy be limited to maintain an action for specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph "6" of this Agreement and failure to comply as a result of risk of loss shall be governed by Paragraph "11" of this Agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11 of this Agreement. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

22. **PROPERTY CONDITION DISCLOSURE FORM.** Intentionally Omitted.

23. **DELIVERY OF DOCUMENTS.** Intentionally Omitted.

24. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto and receipt by the SELLER's attorney as the escrow agent of the full payment of the Deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney at the address provided in Paragraph 32.

25. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Under no circumstances will Seller allow an assignment of this contract to any entity that is not a not for profit land trust or a similar not for profit entity. Except for the preceding limitation consent of the SELLER to assignment shall not unreasonably be withheld, conditioned or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

26. **ACCEPTANCE OF CONSERVATION EASEMENT.** The delivery and acceptance of the easement herein described shall be deemed to constitute full compliance with all the terms,

conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

27. REPRESENTATIONS. Unless otherwise specified herein, none of the representations made in this Agreement including all attachments shall survive delivery of the Conservation Easement, and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. SELLER shall have an affirmative obligation to notify BUYER if any of the representations in this Agreement or in all Attachments are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in Paragraph 10, above. In the event of an intentional misrepresentation, BUYER shall have available all rights in either law or equity.

BUYER expressly acknowledges and agrees that this Agreement has been executed and delivered by the Trustee only in its capacity as Trustee under the Trust created under the Will of Chauncey Belknap (the "Trust"), and that such Trustee shall not be liable or responsible under this Agreement personally or otherwise. BUYER hereby waives, releases and relinquishes all recourse it may have against the Trustee, except in its capacity as Trustee of the Trust, and agrees to look solely to the assets of the Trust for the satisfaction of any claim or demand of whatsoever nature BUYER may have, now or in the future, under or by virtue of this Agreement.

28. SELLER'S REPRESENTATIONS REGARDING BANKRUPTCY. Intentionally Omitted.

29. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

30. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including interest as may be provided by law, from the other party.

31. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

32. COUNTERPARTS / FACSIMILE / ELECTRONIC MAIL/NOTICES. This Agreement may be executed in any number of counterparts, each of which when so executed shall be

deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.

All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as attorney-in-fact to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to BUYER's lender's requirements.

Notices to the BUYER shall be sent to:

G. Kenneth Bernhard, Esq.
Cohen and Wolf, P.C.
320 Post Road West
Westport, CT 06880
Phone (203) 341-5312
Fax (203) 341-5313
E-mail: kbernhard@cohenandwolf.com

Notices to the SELLER shall be sent to:

Richard H. Saxl, Esquire
265 Post Road West
Westport, CT 06880
Phone (203) 222-8422
Fax (203) 222-0477
E-mail: dick@richardhsaxl.com

With a copy to:
Barbara Belknap
17 East 96th Street
New York, NY 10128

33. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement and specified riders or attachments hereto. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or canceled except by a written instrument signed by both parties.

34. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

35. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

36. **ALTERATION OF STANDARD FORM.** The BUYER and SELLER acknowledge that this is the current Residential Real Estate Sales Agreement as shown on the Fairfield County Bar Association website (the "Standard Form") and agree all deviations and changes made by either the SELLER's or BUYER's attorney must be clearly marked in bold, underline and/or large font typeface, handwritten or otherwise highlighted to indicate the change(s). Should a change be made without clear marking or delineation, such provision shall be deemed not to be a part of this Agreement for any purpose, and shall be replaced with the provision of the Standard Form that has been changed or eliminated. Any eliminated sections of the Standard Form also shall be deemed to be a part of this Agreement unless a reference to its deletion is clearly marked in accordance with this paragraph or described in a separate cover letter. Addenda, exhibits, attachments and riders to this Agreement are not subject to the requirements of this paragraph.

37. Contingency. The obligations of the BUYER and SELLER herein are contingent upon the completed sale by Fiduciary Trust Company International, Trustee under the Trust created under the Will of Chauncey Belknap of Parcel #1 containing 27.837 +/- ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/16 to "Show Proposed Property to be Purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the presence of:

**Fiduciary Trust Company
International, Trustee under the Trust
created under the Will of CHAUNCEY
BELKNAP**

By: Theresa Kraker McGinley, duly authorized, Seller

Ch. H. Brant

ASPETUCK LAND TRUST

fall



1/30/17

By: David Brant, its Chief Executive officer, duly authorized, Buyer

Conservation Easement as to said Premises is to be taken in the name or names of:

ATTACHMENTS:

- Description of Premises
- Property Survey prepared by Ochman Associates, Inc.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the presence of:

**FiduciaryTrust Company
International, Trustee under the Trust
created under the Will of CHAUNCEY
BELKNAP**

MA McComaek

Hildg Birk

Theresa Kraker McGinley 1/31/17
By: Theresa Kraker McGinley, duly
authorized, Seller
Managing Director
Trust Counsel

L. H. Brant

ASPETUCK LAND TRUST

fall

[Signature] 1/30/17
By: David Brant, its Chief Executive
officer, duly authorized, Buyer

Conservation Easement as to said Premises is to be taken in the name or names of:

ATTACHMENTS:

- Description of Premises
- Property Survey prepared by Ochman Associates, Inc.

SCHEDULE A

PROPERTY DESCRIPTION

Parcel #2 containing 10.515 +/- ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/2017 to "Show Proposed Property to be Purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors.

Subject to:

1. All encumbrances of record.

COHEN AND WOLF, P. C.
320 POST ROAD WEST
WESTPORT, CONNECTICUT 06880



Doc ID: 001517780003 Type: LAN

BK 590 PG 611-613

3/63


NOTICE OF CONTRACT

Notice is hereby given of a Contract between **FIDUCIARY TRUST COMPANY INTERNATIONAL, TRUSTEE UNDER THE TRUST CREATED UNDER THE WILL OF CHAUNCEY BELKNAP** of 280 Park Avenue, New York, NY 10017, as Seller, and **ASPETUCK LAND TRUST ACTING HEREIN BY DAVID BRANT, EXECUTIVE DIRECTOR, DULY AUTHORIZED**, of 239 Toilsome Hill Road, Fairfield, Connecticut, as Buyer, dated January 30, 2017, concerning premises described in Schedule A annexed hereto and made a part hereof (the "Easement").

The purchase price is \$1.00 and other valuable consideration, and a closing will take place as set forth in the Contract.

A copy of the contract is on file in the offices of Cohen and Wolf, P.C. 320 Post Road West, Westport, Connecticut 06880.

**FIDUCIARY TRUST COMPANY INTERNATIONAL,
TRUSTEE UNDER THE TRUST CREATED UNDER
THE WILL OF CHAUNCEY BELKNAP**


By: Theresa Kraker McGinley, duly authorized
Managing Director & Trust Counsel

ASPETUCK LAND TRUST


By: David Brant, its Chief Executive Officer,
duly authorized

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

January 31, 2017

Personally appeared Theresa Kraker McGinley, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me, the undersigned officer.



Notary Public
My Commission Expires: 3/25/2017

BRIAN D CONBOY
Notary Public, State of New York
No. 02CO6278693
Qualified in Suffolk County
Commission Expires March 25, 2017

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

FEBRUARY 28
January ____, 2017

Personally appeared, David Brant, who acknowledged the same to be his free act and deed, before me, the undersigned officer.



PATRICIA KERCH
Notary Public
My Commission Expires:

PATRICIA KERCH
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2017

SCHEDULE A

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

Property Description with encumbrances listed:

10.5 acres of property to be chosen by Seller at Seller's sole option from a 38.352 ± parcel of property owned by Seller being the property as shown on "Property Survey Prepared for Robert L. Belknap, Bank of New York, Trustees, Wampum Hill Road, Weston, Connecticut, date March 24, 2011" prepared by Ochman Associates, Inc. Engineers & Surveyors, 208 Adams Road, Easton, CT 06612.

Said property is Subject to: All encumbrances of record.

Received for Record at WESTON, CT
On 03/20/2017 At 9:05:00 am



COHEN AND WOLF, P. C.
320 POST ROAD WEST
WESTPORT, CONNECTICUT 06880



3163

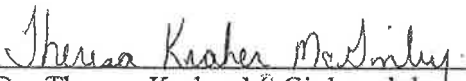
NOTICE OF CONTRACT

Notice is hereby given of a Contract between **FIDUCIARY TRUST COMPANY INTERNATIONAL, TRUSTEE UNDER THE TRUST CREATED UNDER THE WILL OF CHAUNCEY BELKNAP** of 280 Park Avenue, New York, NY 10017, as Seller, and **ASPETUCK LAND TRUST ACTING HEREIN BY DAVID BRANT, EXECUTIVE DIRECTOR, DULY AUTHORIZED**, of 239 Toilsome Hill Road, Fairfield, Connecticut, as Buyer, dated January 30, 2017, concerning premises described in Schedule A annexed hereto and made a part hereof (the "Premises").

The purchase price is \$278,370.00, and a closing will take place as set forth in the Contract.

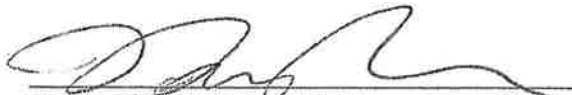
A copy of the contract is on file in the offices of Cohen and Wolf, P.C. 320 Post Road West, Westport, Connecticut 06880.

**FIDUCIARY TRUST COMPANY INTERNATIONAL,
TRUSTEE UNDER THE TRUST CREATED UNDER
THE WILL OF CHAUNCEY BELKNAP**


By: Theresa Kraker McGinley, duly authorized

Managing Director & Trust Counsel

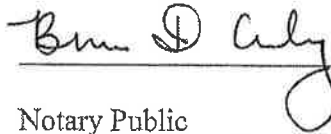
ASPETUCK LAND TRUST


By: David Brant, its Chief Executive Officer,
duly authorized

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

January 31, 2017

Personally appeared Theresa Kraker McGinley, signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, before me, the undersigned officer.



Notary Public
My Commission Expires: 3/26/2017

BRIAN D CONBOY
Notary Public, State of New York
No. 02CO6278693
Qualified in Suffolk County
Commission Expires March 25, 2017

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

FEBRUARY 28
January , 2017

Personally appeared, David Brant, who acknowledged the same to be his free act and deed, before me, the undersigned officer.



PATRICIA KERCH

Notary Public
My Commission Expires:

PATRICIA KERCH
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2017

SCHEDULE A

Parcel #1 containing 27.837 ± ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON JANUARY 2, 2016 to "Show Proposed Property to be Purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors.

Subject to: All encumbrances of record.

Received for Record at WESTON, CT
On 03/20/2017 At 9:04:00 am

A handwritten signature in black ink, appearing to read "Robert L. Belknap", is written over a rectangular stamp area.

(The Property)

First American Title Insurance Company
OWNERS AFFIDAVIT AND AFFIDAVIT IN LIEU OF SURVEY

The undersigned, owner(s) of certain real property known as 27.837 +/- acres located on Wampum Hill Road in Weston, Connecticut, being more particularly described in the First American Title Insurance Company policy issued in connection herewith, swear to the truth of the following statements:

Section One - MECHANICS LIENS:

This transaction involves the sale or mortgage of real property on which all structures and improvements have been completed for more than ninety (90) days; and

To the best of my knowledge

Within the last ninety (90) days, no person or firm has furnished any labor, service or material in connection with the construction or repair of any buildings or improvements or site work on the property; and

To the best of my knowledge

No work, service or material has been contracted for future construction, repair or site work and that no contractor, surveyor or architect has been hired to perform any such service.

NOTE: If work has been done or contracted for or materials furnished within the past 90 days, strike this section and provide appropriate lien waivers and/or proof of payment. If this section is stricken and lien waivers and/or proof of payment are not provided, an exception for possible unfiled mechanics' liens must appear on Schedule B of any owners and mortgage title insurance policy to be issued.

Section Two - TENANTS:

To the best of my knowledge

There are no tenants, lessees or other parties in possession of the property.

NOTE: If parties other than the owner are in possession of all or any part of the property, strike this section and attach an explanation of the nature of the tenancy or possession. If this section is stricken, an appropriate exception for rights of existing tenants must appear on Schedule B of any owners policy to be issued and on Schedule B or B-II of any mortgage policy to be issued.

Section Three - SURVEY COVERAGE (Owners Policy):

The undersigned has examined the survey, which is attached to this affidavit. Said survey reflects the current location of all buildings and improvements on the property.

NOTE: If no survey showing the current status of the property is attached to this affidavit, an exception for matters of survey must appear in Schedule B of any owners policy to be issued.

Section Four - SURVEY COVERAGE (Mortgage Policy):

Intentionally omitted.

NOTE: Inclusion of this section will allow survey coverage for residential mortgagee policies. A survey must be submitted for survey coverage for mortgagee policies on commercial properties.

Section Five - TAXES, ASSESSMENTS AND COMMON CHARGES:

To the best of my knowledge

All real estate taxes, common charges, association dues, common interest community assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable with respect to the Property

Section Six - RIGHT OF FIRST REFUSAL:

The undersigned has fully complied with the requirements of any Right of First Refusal provisions, which may affect the property. Any such Right of First Refusal provision has been effectively waived.

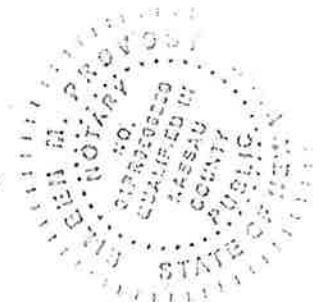
This affidavit is made for the purpose of inducing a purchase and/or mortgage of the subject property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its policy or policies of title insurance. The undersigned acknowledges that the purchaser, mortgage-lender and FIRST AMERICAN TITLE INSURANCE COMPANY will rely upon the truth and accuracy of the statements contained herein.

Fiduciary Trust Company International,
Trustee under Trust created under the Will of Chauceer
By Theresa Hoher Mc Donley, Money Manager Belnap Trust
Signature of Property Owner AUSA

Subscribed and sworn to before me this 9/24/17
day of September, 2017.

Eileen M. Provost
Notary Public
My Commission expires: 12/31/17
Revision 1997 - Replaces all pr

EILEEN M. PROVOST
Notary Public, State of New York
No. 01PR000200
Qualified in Nassau County
Commission Expires Dec. 31, 2017



COHEN and WOLF, P.C

320 POST ROAD WEST
WESTPORT, CT 06880
(203) 222-1034

October 26, 2017

Aspertuck Land Trust
Attn: Alice Cooney
P.O. Box 444
Westport, CT 06880

Re: Aspertuck Land Trust Purchase from Belknap

Funds remaining in Cohen and Wolf, PC trust account: \$1,158.00

Outstanding Disbursements due:

- Owner Policy premium \$1,341.00
- Date down updated title search \$ 190.00
- Rundown title search \$ 115.00
- Record Contract Notices (s) \$ 126.00 \$1,772.00

Amount Due: \$ 614.00

2012



2012

52-7218/2211

November 15, 2017

COHEN AND WOLF, PC
WESTPORT TRUSTEE # 2
REAL ESTATE
WESTPORT, CT 06880

Seven Hundred Twenty Six & 40/100

\$ **726.40**

DOLLARS

TWO SIGNATURES ARE REQUIRED

Paul J. Wolf
Paul J. Wolf

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

FIRST AMERICAN TITLE INS. CO.
600 SUMMER STREET
STAMFORD, CT 06901

PAY

TO THE
ORDER OF

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. YOUR CHECKS WILL BE VOIDED IF REHEATED. DISAPPEAR WITH HEAT.

⑆002012⑆ ⑆221172186⑆ 6500458340⑆

Security Features Includes: 1. A. Details on back



2013



COHEN AND WOLF, P.C.
WESTPORT TRUSTEE #2
REAL ESTATE
WESTPORT, CT 06880

52-7218/2211

2013

November 15, 2017

One Hundred Fifteen & 00/100

\$ **115.00**

DOLLARS

FIRST AMERICAN TITLE INS. CO.
600 SUMMER STREET
STAMFORD, CT 06901

TWO SIGNATURES ARE REQUIRED

[Signature]
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

THIS CHECK REMAINS VALID UNTIL THE DATE OF DEPOSIT AT THE BANK OR THE DATE OF DEPOSIT WITH THE POST OFFICE

⑆002013⑆ 1:2211721861: 6500468340⑆

Details on back



ASPETUCK LAND TRUST, INC.

P.O. BOX 444
WESTPORT, CT 06881

2090

51-7227/2211
16

CHECKS ARE NOT
CASHED AT BANK

DATE 11-13-17

PAY
TO THE
ORDER OF

Cohen & Wolf

\$ 26.00

one hundred twenty six & 00/100

DOLLARS



Fairfield County Bank
WESTON OFFICE
190 WESTON RD., WESTON, CT 06883

[Signature]

FOR Belknap - Record contract Notices

⑆002090⑆ ⑆221172270⑆ 516 003 042⑆



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011400-1850466e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: 2359856

Loan #: .

Issued By:

Cohen and Wolf, P.C.
320 Post Road West
Westport, CT 06880

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

2006 ALTA OWNERS POLICY
SCHEDULE A

First American Title Insurance Company

SCHEDULE A

TITLE NUMBER: CTST2359856
POLICY NUMBER: 5011400-1850466E

AMOUNT OF INSURANCE \$367,747.00

DATE OF POLICY: SEPTEMBER 29, 2017 @ 3:53 AM/PM

1. NAME OF INSURED:

Aspetuck Land Trust

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

PARCEL ONE: FEE SIMPLE

PARCEL TWO: EASEMENT

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

THE INSURED

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

ADDRESS: Wampum Hill Road, Weston, Connecticut (Tax Map 1, Block 3, Lot 88

FIRST AMERICAN TITLE INSURANCE COMPANY

By



/Authorized Signatory

**SCHEDULE A
PROPERTY DESCRIPTION**

PARCEL ONE:

ALL that piece or parcel of land located in Weston, Connecticut shown and depicted as Parcel #1 containing 27.837 +/-ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/2016 to "Show Proposed Property to be purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors on file in the Office of the Weston Town Clerk as Map No. 3859, reference to such map being hereby made and had for a more particular description hereof.

PARCEL TWO:

ALL that piece or parcel of land located in Weston, Connecticut shown and depicted as Parcel #2 containing 10.515 +/-ACRES as shown and depicted on a certain map entitled "PROPERTY SURVEY PREPARED FOR ROBERT L. BELKNAP, BANK OF NEW YORK, TRUSTEES WAMPUM HILL ROAD, WESTON, CONNECTICUT MARCH 24, 2011" AS REVISED ON 1/02/2016 to "Show Proposed Property to be purchased by Aspetuck Land Trust & Conservation Easement" prepared by Ochman Associates, Inc., Engineers & Surveyors which map is on file with the Weston Town Clerk as Map No. 3859, reference to such map being hereby made and had for a more particular description hereof.

2006 ALTA OWNERS POLICY
SCHEDULE B

First American Title Insurance Company

SCHEDULE B

TITLE NUMBER: CTST2359856
POLICY NO. 5011400-1850466e

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
3. Rights of tenants and parties in possession.
4. Real Estate taxes to the Town of Weston on the list of October 1, 2016, 1st half paid; 2nd half not yet due and payable.
5. Real estate taxes on the list of October 1, 2017, not yet due and payable and future lists.
6. Sewer and water use charges as may be due and payable.
7. Rights of others in and to the right of way and cart path and a grant in favor of The American Telephone and Telegraph Company dated July 28, 1904, referenced in a deed dated June 30, 1928 and recorded in Volume 32 at Page 210 of the Weston Land Records and recorded in Volume 39 at Page 331 of the Wilton Land Records.
8. Limitation on access of ingress and egress to and from a public or private highway, right of way and/or roadway.
9. Notice of Farm/Forest Classification recorded in Volume 96 at Page 481, in Volume 425 at Page 449, and at Page 226, all of the Weston Land Records.

END OF EXCEPTIONS



First American Title

**COVENANTS, CONDITIONS AND RESTRICTIONS – IMPROVED LAND
OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011400-1850466e

File No.: CTST2359856

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and



First American Title

WAIVER OF ARBITRATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011400-1850466e

File No.: CTST2359856

The Section entitled "Arbitration" in the Conditions of this policy is hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company

By: _____

Authorized Countersignature



First American Title

COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011400-1850466e

File No.: CTST2359856

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company

By: _____

Authorized Countersignature

Privacy Protection Policy

Cohen and Wolf, P.C. is committed to respecting and safeguarding the personal information that has been placed in our trust so that it is not improperly disclosed to or misused by third parties. This means properly caring for all personal information – that of our clients as well as that of other persons – throughout its lifecycle. All employees of Cohen and Wolf, P.C. are required to ensure that the personal information we receive is kept secure while it is in our possession, and also whenever it is designated for disposal.

“Personal information” includes, but is not limited to, Social Security numbers, driver’s license numbers, state identification card numbers, bank account numbers, credit card numbers, debit card numbers, passport numbers, alien registration numbers and health insurance identification numbers. Personal information does not include information that is made publicly available from federal, state or local government records or widely distributed media.

Cohen and Wolf, P.C. will not disclose personal information except where authorized by consent or where required or permitted by applicable law or provisions of the Rules of Professional Conduct governing the ethics of lawyers. In particular, the confidentiality of Social Security numbers is required to be maintained at all times; any unlawful disclosure of Social Security numbers is expressly prohibited; and access to Social Security numbers is limited to those employees and others associated with the Firm whose duties require such access.

All employees of Cohen and Wolf, P.C. who receive personal information of clients, employees, or other persons are required to ensure that the personal information the Firm obtains, receives, creates, processes, stores or discards is kept secure. Any papers containing personal information that are to be disposed of are required to be either shredded at the Firm prior to disposal or placed for disposal in designated locked receptacles within the Firm for confidential paper shredding. Access at the Firm to electronic data and computer files containing personal information is also kept secure, and data storage devices or media used at the Firm are required to be rendered unreadable prior to any disposal to prevent any improper recovery and misuse of personal information by unauthorized third parties.



Preventing theft or misuse of personal information is part of every employee’s responsibility at Cohen and Wolf, P.C., and any violation of the Firm’s Privacy Protection Policy may result in discipline up to and including termination of employment.

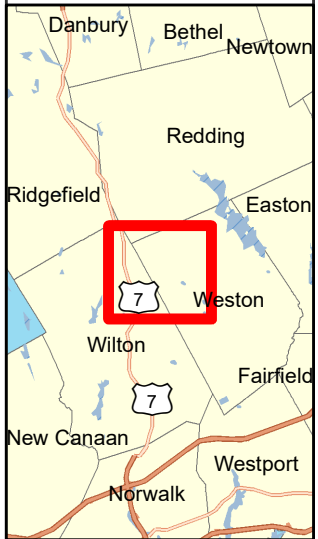
Update Approved August 2010

Appendix C – Map depicting the hydrologic and topographic features of the site

**Aspetuck Land Trust (ALT)
Belknap Property
Acquisition
Weston, CT**

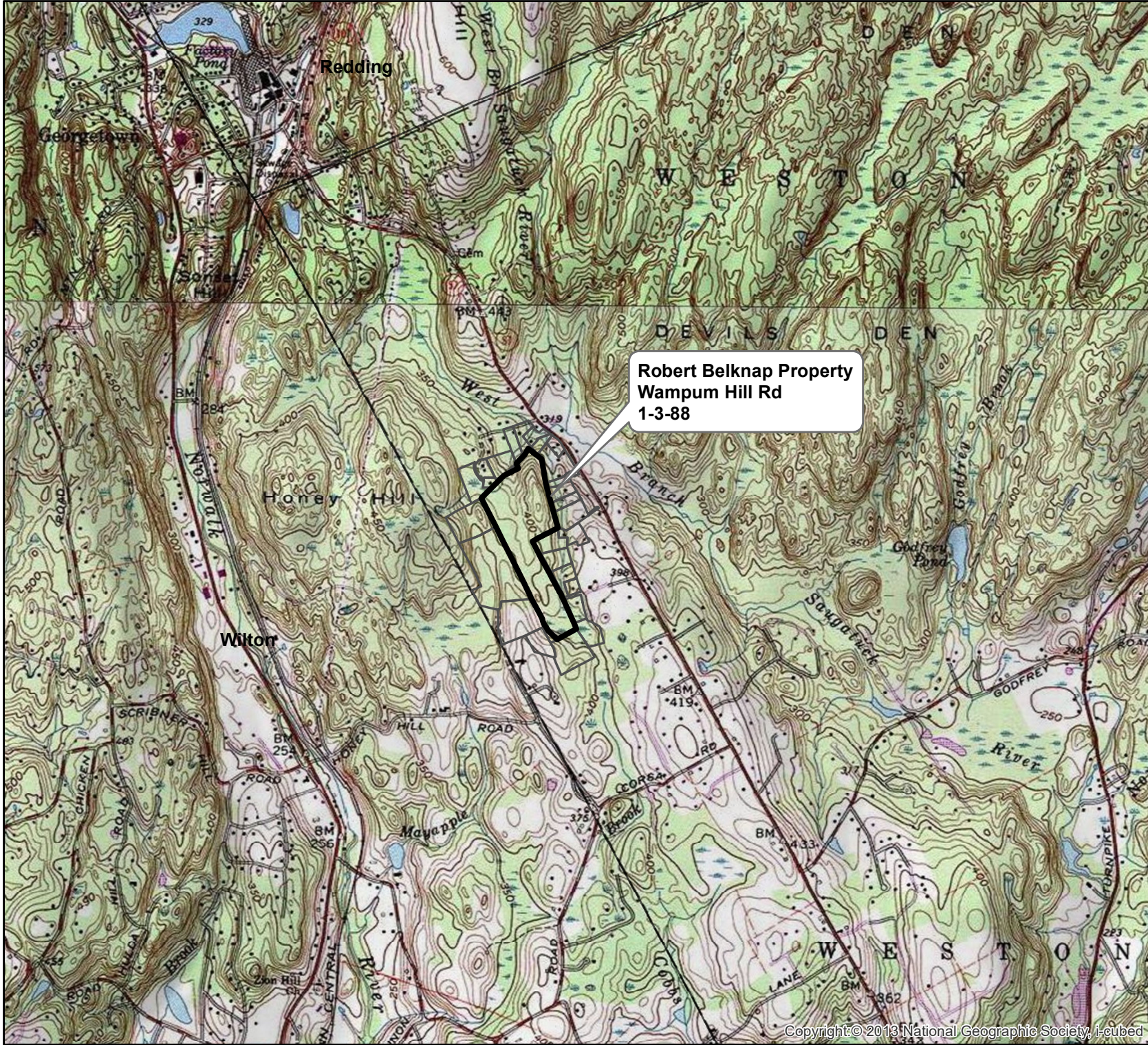
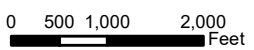
Appendix C

-  Property Boundary
-  Adjacent Property Boundary



USGS Quadrangle:
Norwalk North

1:24,000



Appendix D – List of Species Noted on the site

Comprehensive List of Plants Tentatively Identified on the Belknap Preserve Property in Weston, CT

Scientific name	Common Name	Family	Growth form	Notes
<i>Acer rubrum</i>	Red Maple	Sapindaceae	Tree	Seeds eaten by Evening Grosbeaks, Seedlings grazed by deer
<i>Acer saccharum</i>	Sugar Maple	Sapindaceae	Tree	Sap eaten by Yellow-bellied Sapsucker
<i>Alliaria petiolata</i>	Garlic mustard	Brassicaceae	Forb	Non-native; Invasive
<i>Arisaema triphyllum</i>	Jack-in-the-pulpit	Araceae	Forb	Fruit sometimes eaten by Wood Thrush
<i>Athyrium angustum</i>	Northern Lady Fern	Woodsiaceae	Fern	
<i>Berberis thunbergii</i>	Japanese Barberry	Berberidaceae	Shrub	Invasive
<i>Benthamidia florida</i>	Flowering Big-bracted Dogwood	Cornaceae	Tree	Subcanopy tree
<i>Betula allegheniensis</i>	Yellow Birch	Betulaceae	Tree	Seeds eaten by Common Redpoll and Pine Siskins
<i>Betula lenta</i>	Black Birch	Betulaceae	Tree	Seeds eaten by Common Redpoll and Pine Siskins
<i>Caltha palustris</i>	Marsh Marigold	Ranunculaceae	Forb	
<i>Carex c.f. stricta</i>	Tussock Sedge	Cyperaceae	Gramminoid	Potential hostplant for Dun Skipper (<i>Euphyes vestris</i>)?
<i>Carex sp.</i>	Undentified sp. in Laxiflora group	Cyperaceae	Gramminoid	Seeds eaten by Cardinal and various sparrows
<i>Carex pensylvanica</i>	Pennsylvania Sedge	Cyperaceae	Gramminoid	
<i>Carpinus caroliniana</i>	American Hornbeam	Betulaceae	Tree	Deer browse twigs and foliage; beaver eat seeds, bark, and wood
<i>Carya ovata</i>	Shagbark Hickory	Juglandaceae	Tree	
<i>Celastrus orbiculatus</i>	Oriental Bittersweet	Celastraceae	Liana	Invasive
<i>Chimaphila maculata</i>	Spotted Wintergreen	Ericaceae	Forb	
<i>Cinna sp.</i>	Wood Reed-grass	Poaceae	Gramminoid	
<i>Circaea sp.</i>	Enchanter's nightshade	Onagraceae	Liana	
<i>Clethra alnifolia</i>	Sweet Pepperbush	Clethraceae	Shrub	
<i>Corylis cornutus</i>	Beaked Hazel		Shrub	GCN Species
<i>Dichanthelium clandestinum</i>	Deer tongue Grass	Poaceae	Gramminoid	
<i>Dennstaedtia punctilobula</i>	Hay-scented Fern	Dennstaedtiaceae	Fern	
<i>Dryopteris marginalis</i>	Marginal Wood Fern	Dryopteridaceae	Fern	
<i>Euonymous alatus</i>	Winged Euonymous	Celastraceae	Bush	Promontory
<i>Eurybia divaricata</i>	White wood aster	Asteraceae	Forb	
<i>Fagus grandifolia</i>	American Beech	Fagaceae	Tree	Fruits eaten by Tufted Titmouse, Black Bear
<i>Gallium mullogo</i>	Smooth Bedstraw	Rubiaceae	Forb	
<i>Hamamelis virginianus</i>	Witch Hazel	Hamamelidaceae	Shrub	Seeds eaten by Ruffed Grouse, saplings eaten by White-tailed Deer
<i>Impatiens capensis</i>	Jewelweed; Touch-me-not	Balsaminaceae	Forb	Flowers used for nectar by Ruby-throated Hummingbird
<i>Ilex verticillata</i>	Winterberry		Shrub	Persistent fruits eaten by a number of birds in late winter.
<i>Kalmia latifolia</i>	Mountain Laurel	Ericaceae	Shrub	
<i>Liriodendron tulipifera</i>	Tulip Tree	Magnoliaceae	Tree	Seeds eaten by Northern Cardinal and Purple Finch
<i>Lindera benzoin</i>	Spicebush	Lauraceae	Shrub	Hostplant to Spicebush Swallowtail (<i>Papilio troilus</i>)

Botanical Observations

Belknap Preserve, Weston, CT

Conducted By: Anthony J. Zemba

<i>Mianthemum canadense</i>	Canada lilly	Liliaceae	Forb	
<i>Mianthemum racemosum</i>	False Solomon's seal	Liliaceae	Forb	Fruits eaten by Thrushes
<i>Mimulus ringens</i>	Square-stemmed Monkeyflower	Scrophulariaceae	Forb	
<i>Mitchella repens</i>	Partridgeberry	Rubiaceae	Forb	Fruits eaten by Ruffed Grouse and Wild Turkey
<i>Monotropa uniflora</i>	Indianpipe	Ericaceae	Forb	
<i>Nyssa sylvatica</i>	Tupelo		Tree	
<i>Onoclea sensibilis</i>	Sensitive Fern	Dryopteridaceae	Fern	
<i>Osmunda cinamomea</i>	Cinnamon Fern	Osmundaceae	Fern	
<i>Osmunda regalis</i>	Royal Fern	Osmundaceae	Fern	
<i>Parthenocissus quinquefolia</i>	Woodbine; Virginia Creeper	Vitaceae	Liana	fruits provide food for at least 35 bird species, esp. Mockingbird and Yellow-bellied Sapsucker
<i>Persicaria arifolium</i>	Halberd-leaved Tearthumb	Polygonaceae	Forb	
<i>Persicaria maculosa</i>	Lady's thumb	Polygonaceae	Forb	Seeds eaten by various sparrows, red-winged blackbird, and Mourning Dove
<i>Persicaria sagittata</i>	Arrow-leaved Tearthumb	Polygonaceae	Forb	
<i>Pinus strobus</i>	White Pine	Pinaceae	Tree	Pine nuts eaten by Wild Turkey, crossbills, grosbeaks, nuthatches, and wood peckers
<i>Potentilla sp.</i>	Cinquefoil	Rosaceae	Forb	
<i>Polygonatum biflorum</i>	Solomon's Seal	Liliaceae	Forb	
<i>Polypodium virginianum</i>	Rock polypody	Polypodiaceae	Fern	
<i>Pteridium aquilinum</i>	Brackern Fern	Dennstaedtiaceae	Fern	
<i>Poylstickium acrosticoides</i>	Christmas Fern	Dryopteridaceae	Fern	
<i>Prunus serotina</i>	Black Cherry	Rosaceae	Tree	At least 47 bird species consume the fruit. Hostplant of Eastern Tiger Swallowtail (<i>Papilio glaucus</i>); and Red-spotted Purple
<i>Pyrola americana</i>	Round-leaved Pyrola	Ericaceae	Forb	
<i>Quercus alba</i>	White Oak	Fagaceae	Tree	hostplant to Juvenal's Duskywing (<i>Erynnis juvenalis</i>), Banded Hairstreak (<i>Satyrium calanus</i>); at least 28 spp. of wildlife in the northeast consume the acorns
<i>Quercus prinus</i>	Chestnut Oak	Fagaceae	Tree	Top of ridgeline
<i>Quercus rubra</i>	Red Oak	Fagaceae	Tree	Hostplant to Juvenal's Duskywing (<i>Erynnis juvenalis</i>)
<i>Quercus velutina</i>	Black Oak	Fagaceae	Tree	GCN Species
<i>Rhododendrum viscosum</i>	Swamp Azalelea		Shrub	
<i>Rosa multiflora</i>	Multiflora Rose	Rosaceae	Shrub	
<i>Rubus alligheniensis</i>	Allegheny blackberry	Rosaceae	Shrub	Fruits eaten by catbirds, cardinals, Pine Grosbeaks, Orchard Oriole and Brown Thrasher
<i>Rubus hispidus</i>	Dewberry	Rosaceae		

Botanical Observations

Belknap Preserve, Weston, CT

Conducted By: Anthony J. Zemba

<i>Rubus occidentalis</i>	Black Raspberry	Rosaceae	Shrub	
<i>Sambucus canadensis</i>	Elderberry	Adoxaceae	Shrub	Fruits provide food for at least 33 bird species
<i>Sanguinaria canadensis</i>	Bloodroot	Papaveraceae	Forb	
<i>Sassafras albidum</i>	Sassafras	Lauraceae	Tree	Fruits eaten by 22 bird species; preferred by Northern Catbird, Great-crested Flycatcher, Eastern Kingbird, Pileated Woodpecker
<i>Sium suave</i>	Water Parsnip	Apiacea	Forb	
<i>Smilax c.f. rotundifolia</i>	Green Brier	Smilacaceae	Liana	Fruits eaten by Ruffed Grouse and Wild Turkey, Gray Catbird, Fish Crow, Northern Mockingbird, Swainson's Thrush
<i>Sphagnum sp.</i>	Sphagnum moss		moss	
<i>Swida ammomum</i>	Silky Dogwood	Cornaceae	Shrub	Berries eaten by Wood Duck, Cardinal, Evening Grosbeak
<i>Symplocarpus feotidus</i>	Skunk Cabbage	Araceae	Forb	
<i>Thalictrum pubescens</i>	Tall Meadow Rue	Ranunculaceae	Forb	
<i>Thelypteris noveboracensis</i>	New York Fern	Thelypteridaceae	Fern	
<i>Thelypteris palustris</i>	Marsh Fern	Thelypteridaceae	Fern	
<i>Toxicodendron radicans</i>	Poison Ivy	Anacardiaceae	Liana	Skin irritant but has wildlife value (berries eaten by catbird, chickadees, flicker, and Downy Woodpecker)
<i>Trientalis borealis</i>	Star flower	Primulaceae	Forb	
<i>Trillium erectum</i>	Trillium		Forb	
<i>Tsuga canadensis</i>	Eastern Hemlock	Pinaceae	Tree	Seeds eaten by Pine Siskin, White-winged Crossbill
<i>Ulmus americana</i>	American Elm	Ulmaceae	Tree	Hostplant to the Morning Cloak (<i>Nymphalis antiopa</i>), and Question Mark (<i>Polygonia interrogationis</i>); seeds eaten by Wood Duck, Wild Turkey, Purple Finch, Rose-breasted Grosbeak
<i>Vaccinium corymbosum</i>	Highbush Blueberry	Ericaceae	Shrub	Fruits eaten by Ruffed Grouse, Eastern Bluebird, Gray Catbird, Scarlet Tanager - GCN Species
<i>Vaccinium angustifolia</i>	Lowbush Blueberry	Ericaceae	Shrub	Fruits eaten by Ruffed Grouse, Eastern Bluebird, Gray Catbird, Scarlet Tanager - GCN Species
<i>Viburnum acerfolium</i>	Maple-leaved Viburnum	Adoxaceae	Shrub	Fruits eaten by Ruffed Grouse, Cedar Waxwing
<i>Viburnum dentatum</i>	Northern Arrowwood	Adoxaceae	Shrub	
<i>Viola pallens</i>	Northern White Violet	Violaceae	Forb	
<i>Unident.Viola sp. No. 1</i>	Violet	Violaceae	Forb	purple flowers
<i>Vitis sp.</i>	Grape	Vitaceae	Liana	fruits provide food for at least 52 bird species, esp. Ruffed Grouse, Turkey, Cardinal, Gray Catbird, Northern Mockingbird, American Robin, Fox Sparrow, Cedar Waxwing, Pileated Woodpecker

Herpetofuana Observed in the Belknap Preserve

<i>Scientific name</i>	Common Name	Family	Growth stage	Notes
<i>Amphibia</i>				
<i>Lithobates sylvatica</i>	Wood Frog	Ranidae	Eggs and juveniles found	Breeds in vernal pool on north end of property
<i>Lithobates palustris</i>	Pickerel Frog	Ranidae		
<i>Psuedacris crucifer</i>	Spring Peeper		Adult observed	
<i>Anaxyrus americanus</i>	American Toad	Ambystomatidae	Adult observed	
<i>Hyla versicolor</i>	Gray Tree Frog	Hylidae		Heard calling
<i>Ambystoma maculatum</i>	Spotted Salamander		Eggs found	Breeds in vernal pool on north end of property
<i>Reptilia</i>				
<i>Terrapene carolina</i>	Eastern Box Turtle	Emydidae		Reported by CT DEEP NDDDB; Shell of adult found on site during preparation of work plan

eBird Field Checklist

Devils Den and Saugatuck Forest

Fairfield, Connecticut, US

ebird.org/hotspot/L109251

85 species (+1 other taxa) - Year-round,
All Years

Date: _____
Start Time: _____
Duration: _____
Distance: _____
Party Size: _____
Notes:

This checklist is generated with data from eBird (ebird.org), a global database of bird sightings from birders like you. If you enjoy this checklist, please consider contributing your sightings to eBird. It is 100% free to take part, and your observations will help support birders, researchers, and conservationists worldwide.

Go to ebird.org to learn more!

Waterfowl

- ___ Canada Goose
- ___ Wood Duck
- ___ Mallard
- ___ Bufflehead
- ___ Common Merganser

Grouse, Quail, and Allies

- ___ Wild Turkey

Pigeons and Doves

- ___ Mourning Dove

Cuckoos

- ___ Yellow-billed Cuckoo

Swifts

- ___ Chimney Swift

Hummingbirds

- ___ Ruby-throated Hummingbird

Cormorants and Anhingas

- ___ Double-crested Cormorant

Hérons, Ibis, and Allies

- ___ Great Egret

Vultures, Hawks, and Allies

- ___ Turkey Vulture
- ___ Cooper's Hawk
- ___ Red-shouldered Hawk
- ___ Red-tailed Hawk

Owls

- ___ Eastern Screech-Owl
- ___ Barred Owl

Woodpeckers

- ___ Yellow-bellied Sapsucker

- ___ Red-bellied Woodpecker
- ___ Downy Woodpecker
- ___ Hairy Woodpecker
- ___ Pileated Woodpecker
- ___ Northern Flicker

Falcons and Caracaras

- ___ American Kestrel

Tyrant Flycatchers: Pewees, Kingbirds, and Allies

- ___ Eastern Wood-Pewee
- ___ Willow Flycatcher
- ___ Eastern Phoebe
- ___ Great Crested Flycatcher
- ___ Eastern Kingbird

Vireos

- ___ Yellow-throated Vireo
- ___ Blue-headed Vireo
- ___ Warbling Vireo
- ___ Red-eyed Vireo

Jays, Magpies, Crows, and Ravens

- ___ Blue Jay
- ___ American Crow
- ___ Fish Crow
- ___ Common Raven

Martins and Swallows

- ___ swallow sp.

Tits, Chickadees, and Titmice

- ___ Black-capped Chickadee
- ___ Tufted Titmouse

Nuthatches

- ___ Red-breasted Nuthatch

White-breasted Nuthatch

Treecreepers

Brown Creeper

Wrens

House Wren

Winter Wren

Gnatcatchers

Blue-gray Gnatcatcher

Kinglets

Golden-crowned Kinglet

Ruby-crowned Kinglet

Thrushes

Veery

Hermit Thrush

Wood Thrush

American Robin

Catbirds, Mockingbirds, and Thrashers

Gray Catbird

Brown Thrasher

Starlings and Mynas

European Starling

Waxwings

Cedar Waxwing

Finches, Euphonias, and Allies

House Finch

American Goldfinch

New World Sparrows

Chipping Sparrow

Dark-eyed Junco

White-throated Sparrow

Song Sparrow

Eastern Towhee

Blackbirds

Baltimore Oriole

Red-winged Blackbird

Brown-headed Cowbird

Common Grackle

Wood-Warblers

Ovenbird

Worm-eating Warbler

Louisiana Waterthrush

Northern Waterthrush

Black-and-white Warbler

Nashville Warbler

American Redstart

Northern Parula

Chestnut-sided Warbler

Black-throated Blue Warbler

Palm Warbler

Pine Warbler

Yellow-rumped Warbler

Prairie Warbler

Cardinals, Grosbeaks, and Allies

Scarlet Tanager

Northern Cardinal

Rose-breasted Grosbeak

Old World Sparrows

House Sparrow

This field checklist was generated using eBird (ebird.org)

Appendix E – Natural Diversity Database information for the Belknap Parcel



Connecticut Department of
 Energy & Environmental Protection
 Bureau of Natural Resources
 Wildlife Division

CPPU USE ONLY	
App #:	_____
Doc #:	_____
Check #:	No fee required
Program:	Natural Diversity Database Endangered Species
Hardcopy	_____ Electronic _____

Request for Natural Diversity Data Base (NDDDB) State Listed Species Review

Please complete this form in accordance with the [instructions](#) (DEEP-INST-007) to ensure proper handling of your request.

There are no fees associated with NDDB Reviews.

Part I: Preliminary Screening & Request Type

<p>Before submitting this request, you must review the most current Natural Diversity Data Base "State and Federal Listed Species and Significant Natural Communities Maps" found on the DEEP website. These maps are updated twice a year, usually in June and December.</p> <p>Does your site, including all affected areas, fall in an NDDB Area according to the map instructions: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Enter the date of the map reviewed for pre-screening: <u>September 2015</u></p>	
This form is being submitted for a :	
<input checked="" type="checkbox"/> <i>New NDDDB request</i> <input type="checkbox"/> <i>Renewal/Extension of a NDDDB Request, without modifications and within one year of issued NDDDB determination (no attachments required)</i>	<input type="checkbox"/> <i>New Safe Harbor Determination (optional) must be associated with an application for a GP for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities</i> <input type="checkbox"/> <i>Renewal/Extension of an existing Safe Harbor Determination</i> <input type="checkbox"/> <i>With modifications</i> <input type="checkbox"/> <i>Without modifications (no attachments required)</i>
<small>[CPPU Use Only - NDDDB-Listed Species Determination # 1736]</small>	<small>[CPPU Use Only - NDDDB-Safe Harbor Determination # 1736]</small>
Enter NDDDB Determination Number for Renewal/Extension:	Enter Safe Harbor Determination Number for Renewal/Extension:

Part II: Requester Information

If the requester is a corporation, limited liability company, limited partnership, limited liability partnership, or a statutory trust, it must be registered with the Secretary of State. If applicable, the name shall be stated **exactly as it is registered with the Secretary of State. Please note, for those entities registered with the Secretary of State, the registered name will be the name used by DEEP. This information can be accessed at the Secretary of the State's database CONCORD. (www.concord-sots.ct.gov/CONCORD/index.jsp)*

If the requester is an individual, provide the legal name (include suffix) in the following format: First Name; Middle Initial; Last Name; Suffix (Jr, Sr., II, III, etc.).

If there are any changes or corrections to your company/facility or individual mailing or billing address or contact information, please complete and submit the [Request to Change company/Individual Information](#) to the address indicated on the form.

1. Requester*

Company Name: **Fitzgerald & Halliday, Inc.**

Contact Name: **Anthony Zemba**

Address: **416 Asylum St**

City/Town: **Hartford**

State: **CT**

Zip Code: **06103**

Business Phone: **860-247-7200**

ext.

E-mail: **azemba@fhiplan.com

**By providing this email address you are agreeing to receive official correspondence from the department, at this electronic address, concerning this request. Please remember to check your security settings to be sure you can receive emails from "ct.gov" addresses. Also, please notify the department if your e-mail address changes

a) Requester can best be described as:

Individual Federal Agency State agency Municipality Tribal

business entity (if a business entity complete i through iii):

i) Check type corporation limited liability company limited partnership

limited liability partnership statutory trust Other:

ii) Provide Secretary of the State Business ID #: 0199667 This information can be accessed at the Secretary of the State's database (CONCORD). (www.concord-sots.ct.gov/CONCORD/index.jsp)

iii) Check here if your business is **NOT** registered with the Secretary of State's office.

b) Acting as (Affiliation), pick one:

Property owner Consultant Engineer Facility owner Applicant

Biologist Pesticide Applicator Other representative:

2. List Primary Contact to receive Natural Diversity Data Base correspondence and inquiries, if different from requester.

Company Name:

Contact Person:

Title:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

**E-mail:

Part III: Site Information

This request can only be completed for one site. A separate request must be filed for each additional site.

<p>1. SITE NAME AND LOCATION</p> <p>Site Name or Project Name: Aspetuck Land Trust (ALT) Belknap Property Acquisition</p> <p>Town(s): Weston, CT</p> <p>Street Address or Location Description: Wampum Hill Rd - MBL 1-3-88</p> <p>Size in acres, or site dimensions: 38.1 Acres</p> <p>Latitude and longitude of the center of the site in decimal degrees (e.g., 41.23456 -71.68574):</p> <p>Latitude: 41.241 Longitude: -73.415</p> <p>Method of coordinate determination (check one):</p> <p><input type="checkbox"/> GPS <input type="checkbox"/> Photo interpolation using CTECO map viewer <input checked="" type="checkbox"/> Other (specify): Arc GIS</p> <p>2a. Describe the current land use and land cover of the site.</p> <p>The property is currently upland deciduous forest with embeded linear palustrine forested wetland systems mainly north to south between upland ridges. Single family residential structures occupy the adjacent land to the south, east, and northeast of the property. Undeveloped land already owned and protected by ALT borders the property to the west and northwest.</p> <p>b. Check all that apply and enter the size in acres or % of area in the space after each checked category.</p> <table><tr><td><input type="checkbox"/> Industrial/Commercial <u>0</u></td><td><input type="checkbox"/> Residential <u>0</u></td><td><input checked="" type="checkbox"/> Forest <u>78</u></td></tr><tr><td><input checked="" type="checkbox"/> Wetland <u>20</u></td><td><input type="checkbox"/> Field/grassland <u>0</u></td><td><input type="checkbox"/> Agricultural <u>0</u></td></tr><tr><td><input checked="" type="checkbox"/> Water <u>2</u></td><td><input type="checkbox"/> Utility Right-of-way <u>0</u></td><td></td></tr><tr><td><input type="checkbox"/> Transportation Right-of-way <u>0</u></td><td><input type="checkbox"/> Other (specify): _____</td><td></td></tr></table>	<input type="checkbox"/> Industrial/Commercial <u>0</u>	<input type="checkbox"/> Residential <u>0</u>	<input checked="" type="checkbox"/> Forest <u>78</u>	<input checked="" type="checkbox"/> Wetland <u>20</u>	<input type="checkbox"/> Field/grassland <u>0</u>	<input type="checkbox"/> Agricultural <u>0</u>	<input checked="" type="checkbox"/> Water <u>2</u>	<input type="checkbox"/> Utility Right-of-way <u>0</u>		<input type="checkbox"/> Transportation Right-of-way <u>0</u>	<input type="checkbox"/> Other (specify): _____	
<input type="checkbox"/> Industrial/Commercial <u>0</u>	<input type="checkbox"/> Residential <u>0</u>	<input checked="" type="checkbox"/> Forest <u>78</u>										
<input checked="" type="checkbox"/> Wetland <u>20</u>	<input type="checkbox"/> Field/grassland <u>0</u>	<input type="checkbox"/> Agricultural <u>0</u>										
<input checked="" type="checkbox"/> Water <u>2</u>	<input type="checkbox"/> Utility Right-of-way <u>0</u>											
<input type="checkbox"/> Transportation Right-of-way <u>0</u>	<input type="checkbox"/> Other (specify): _____											

Part IV: Project Information

<p>1. PROJECT TYPE:</p> <p>Choose Project Type: Choose Type From Dropdown List , If other describe: <u>Land Acquisition for Open Space, habitat conservation, wetland preservation, and potential passive recreational uses such as hiking, bridwaching, and nature interpretation.</u></p>
<p>2. Is the subject activity limited to the maintenance, repair, or improvement of an existing structure within the existing footprint? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.</p>

Part IV: Project Information (continued)

3. Give a detailed description of the activity which is the subject of this request and describe the methods and equipment that will be used. Include a description of steps that will be taken to minimize impacts to any known listed species.

The Aspetuck Land Trust (ALT) seeks to submit an application to the Connecticut Department of Energy and Environmental Protection Open Space and Watershed Land Acquisition Grant Program, which is a grant program to assist in the acquisition or restoration of open space. ALT seeks funding to acquire a portion (28 acres) of the 38.1 acre Belknap property (Ten acres of the property will be retained by the Belknap estate). The available 28 acres lies adjacent to the ALT's existing 86-acre Honey Hill preserve to the west along the Wilton/ Weston town boundaries, and the Nature Conservancy's 1,756-acre property at 33 Pent Rd, Weston to the east. The application form requests information on existing natural resources of the property, specifically information on the potential occurrence of threatened, endangered, or special concern species.

4. If this is a renewal or extension of an existing Safe Harbor request *with* modifications, explain what about the project has changed.

5. Provide a contact for questions about the project details if different from Part II primary contact.

Name:

Phone:

E-mail:

Part V: Request Requirements and Associated Application Types

Check *one* box from either Group 1, Group 2 *or* Group 3, indicating the appropriate category for this request.

<p>Group 1. If you check one of these boxes, complete Parts I – VII of this form and submit the required attachments A and B.</p> <p><input checked="" type="checkbox"/> Preliminary screening was negative but an NDDB review is still requested</p> <p><input type="checkbox"/> Request regards a municipally regulated or unregulated activity (no state permit/certificate needed)</p> <p><input type="checkbox"/> Request regards a preliminary site assessment or project feasibility study</p> <p><input type="checkbox"/> Request relates to land acquisition or protection</p> <p><input type="checkbox"/> Request is associated with a <i>renewal</i> of an existing permit, with no modifications</p>
<p>Group 2. If you check one of these boxes, complete Parts I – VII of this form and submit required attachments A, B, and C.</p> <p><input type="checkbox"/> Request is associated with a <i>new</i> state or federal permit application</p> <p><input type="checkbox"/> Request is associated with modification of an existing permit</p> <p><input type="checkbox"/> Request is associated with a permit enforcement action</p> <p><input type="checkbox"/> Request regards site management or planning, requiring detailed species recommendations</p> <p><input type="checkbox"/> Request regards a state funded project, state agency activity, or CEPA request</p>
<p><input type="checkbox"/> Group 3. If you are requesting a Safe Harbor Determination, complete Parts I-VII and submit required attachments A, B, and D. Safe Harbor determinations can only be requested if you are applying for a GP for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities</p>
<p>If you are filing this request as part of a state or federal permit application(s) enter the application information below.</p> <p>Permitting Agency and Application Name(s): _____</p> <p>State DEEP Application Number(s), if known: _____</p> <p>State DEEP Enforcement Action Number, if known: _____</p> <p>State DEEP Permit Analyst(s)/Engineer(s), if known: _____</p>
<p>Is this request related to a previously submitted NDDB request? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide the previous NDDB Determination Number(s), if known: _____</p>

Part VI: Supporting Documents

Check each attachment submitted as verification that *all* applicable attachments have been supplied with this request form. Label each attachment as indicated in this part (e.g., Attachment A, etc.) and be sure to include the requester's name, site name and the date. **Please note that Attachments A and B are required for all new requests and Safe Harbor renewals/extensions with modifications.** Renewals/Extensions with no modifications do not need to submit any attachments. Attachments C and D are supplied at the end of this form.

<input checked="" type="checkbox"/> Attachment A:	Overview Map: an 8 1/2" X 11" print/copy of the relevant portion of a USGS Topographic Quadrangle Map clearly indicating the exact location of the site.
<input checked="" type="checkbox"/> Attachment B:	Detailed Site Map: fine scaled map showing site boundary and area of work details on aerial imagery with relevant landmarks labeled. (Site and work boundaries in GIS [ESRI ArcView shapefile, in NAD83, State Plane, feet] format can be substituted for detailed maps, see instruction document)
<input type="checkbox"/> Attachment C:	Supplemental Information, Group 2 requirement (attached, DEEP-APP-007C) <input type="checkbox"/> Section i: Supplemental Site Information and supporting documents <input type="checkbox"/> Section ii: Supplemental Project Information and supporting documents
<input type="checkbox"/> Attachment D:	Safe Harbor Report Requirements, Group 3 (attached, DEEP-APP-007D)

Part VII: Requester Certification

The requester *and* the individual(s) responsible for actually preparing the request must sign this part. A request will be considered incomplete unless all required signatures are provided.

<p>"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief."</p>	
<hr/> Signature of Requester (a typed name will substitute for a handwritten signature)	<hr/> 01/05/2016 Date
<hr/> Anthony J. Zemba Name of Requester (print or type)	<hr/> Certified Ecologist Title (if applicable)
<hr/> Signature of Preparer (if different than above)	<hr/> Date
<hr/> Anthony J. Zemba Name of Preparer (print or type)	<hr/> Certified Ecologist Title (if applicable)




Note: Please submit the completed Request Form and all Supporting Documents to:

CENTRAL PERMIT PROCESSING UNIT
 DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
 79 ELM STREET
 HARTFORD, CT 06106-5127

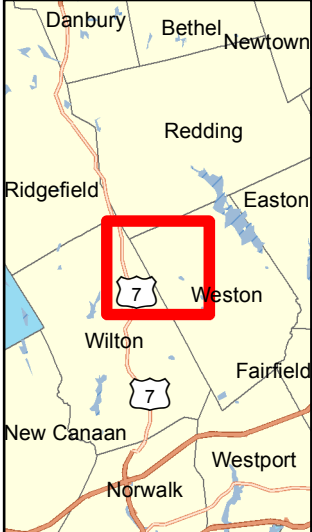
Or email request to: deep.nddbrequest@ct.gov

**Aspetuck Land Trust (ALT)
Belknap Property
Acquisition
Weston, CT**

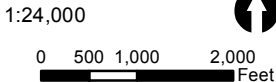
Attachment A

-  Property Boundary
-  Adjacent Property Boundary
-  Natural Diversity Database September 2015

**Robert Belknap Property
Wampum Hill Rd
1-3-88**






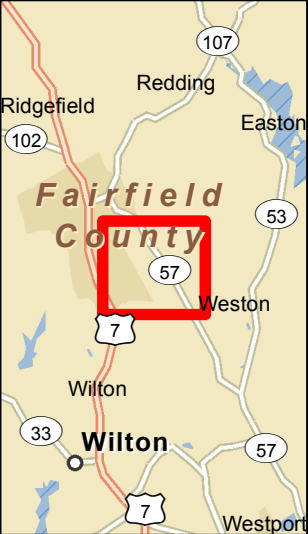
USGS Quadrangle:
Norwalk North



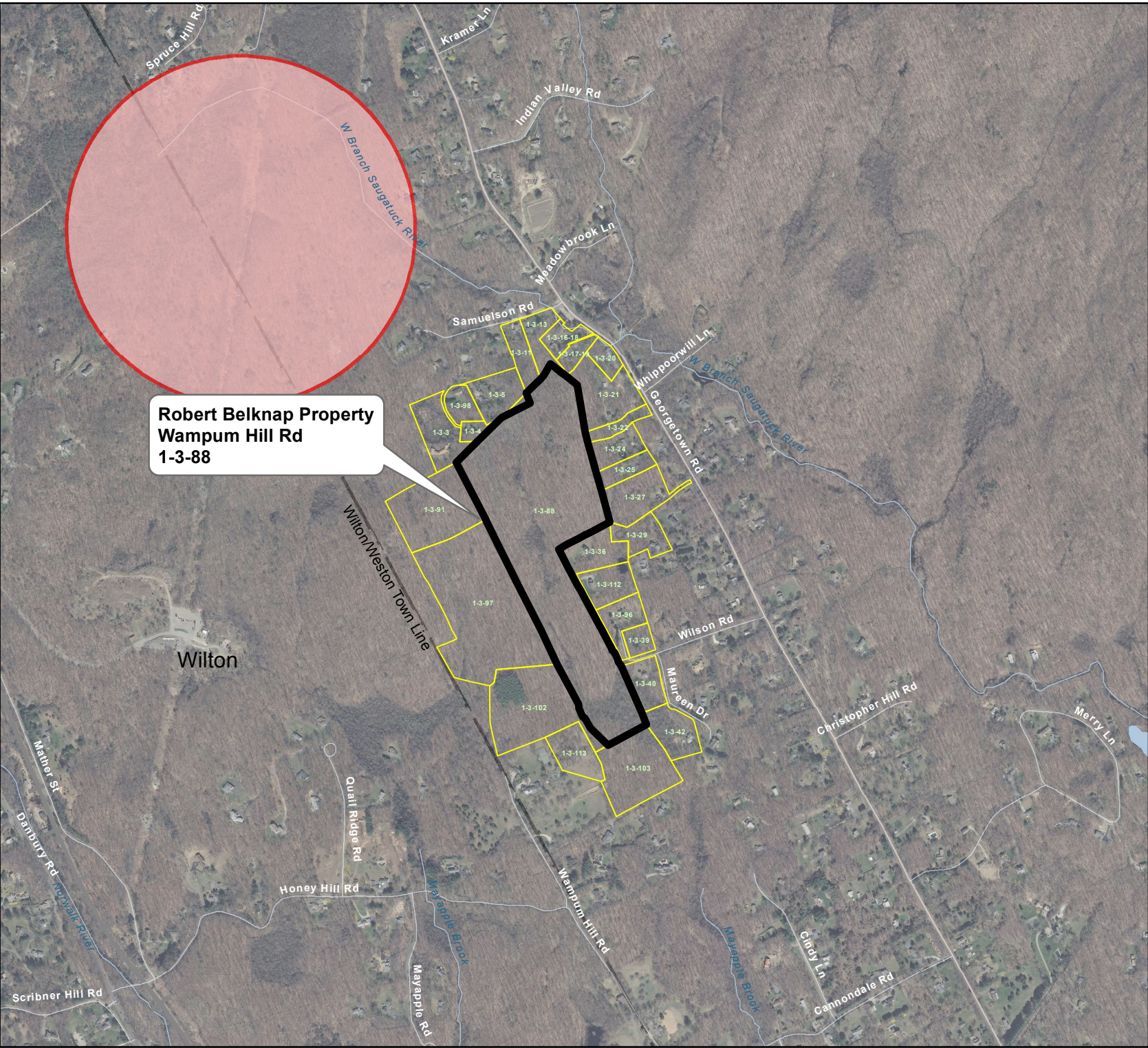
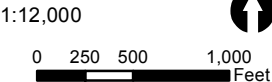
**Aspetuck Land Trust (ALT)
Belknap Property Acquisition
Weston, CT**

Attachment B

-  Property Boundary
-  Adjacent Property Boundary
-  Natural Diversity Database September 2015



USGS Quadrangle:
Norwalk North



**Robert Belknap Property
Wampum Hill Rd
1-3-88**



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

January 19, 2016

Mr. Anthony Zemba
Fitzgerald & Halliday, Inc.
416 Asylum Street
Hartford, CT 06103
azemba@fhiplan.com

Project: Aspetuck Land Trust (ALT) Belknap Property Land Acquisition Grant, MBL 1-3-88 Wampum Hill Road in Weston, Connecticut
NDDDB Determination No.: 201600116

Dear Anthony,

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed Aspetuck Land Trust (ALT) Belknap Property Land Acquisition Grant, MBL 1-3-88 Wampum Hill Road in Weston, Connecticut. According to our records we have known extant populations of State Special Concern *Terrapene c. carolina* (box turtle) in the vicinity of the property.

Eastern Box Turtle: Eastern box turtles inhabit old fields and deciduous forests, which can include power lines and logged woodlands. They are often found near small streams and ponds. The adults are completely terrestrial but the young may be semiaquatic, and hibernate on land by digging down in the soil from October to April. They have an extremely small home range and can usually be found in the same area year after year. Eastern box turtles have been negatively impacted by the loss of suitable habitat. Some turtles may be killed directly by construction activities, but many more are lost when important habitat areas for shelter, feeding, hibernation, or nesting are destroyed. As remaining habitat is fragmented into smaller pieces, turtle populations can become small and isolated. I have attached a fact sheet on this turtle. This determination is good for one year.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substitutes for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

Please contact me if you have further questions at (860) 424-3592, or dawn.mckay@ct.gov. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEEP for the proposed site.

Sincerely,

A handwritten signature in cursive script that reads "Dawn M. McKay".

Dawn M. McKay
Environmental Analyst 3

WILDLIFE IN CONNECTICUT

STATE SPECIES OF SPECIAL CONCERN

Eastern Box Turtle

Terrapene carolina carolina

Description

The eastern box turtle is probably the most familiar of the 8 species of turtles found in Connecticut's landscape. It is known for its high-domed carapace (top shell). The carapace has irregular yellow or orange blotches on a brown to black background that mimic sunlight dappling on the forest floor. The plastron (under shell) may be brown or black and may have an irregular pattern of cream or yellow. The length of the carapace usually ranges from 4.5 to 6.5 inches, but can measure up to 8 inches long. The shell is made up of a combination of scales and bones, and it includes the ribs and much of the backbone.

Each individual turtle has distinctive head markings. Males usually have red eyes and a concave plastron, while females have brown eyes and a flat plastron. Box turtles also have a horny beak, stout limbs, and feet that are webbed at the base. This turtle gets its name from its ability to completely withdraw into its shell, closing itself in with a hinged plastron. Box turtles are the only Connecticut turtle with this ability.

Range

Eastern box turtles are found throughout Connecticut, except at the highest elevations. They range from southeastern Maine to southeastern New York, west to central Illinois, and south to northern Florida.

Habitat and Diet

In Connecticut, this terrestrial turtle inhabits a variety of habitats, including woodlands, field edges, thickets, marshes, bogs, and stream banks. Typically, however, box turtles are found in well-drained forest bottomlands and open deciduous forests. They will use wetland areas at various times during the season. During the hottest part of a summer day, they will wander to find springs and seepages where they can burrow into the moist soil. Activity is restricted to mornings and evenings during summer, with little to no nighttime activity, except for egg-



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laying females. Box turtles have a limited home range where they spend their entire life, ranging from 0.5 to 10 acres (usually less than 2 acres).

Box turtles are omnivorous and will feed on a variety of food items, including earthworms, slugs, snails, insects, frogs, toads, small snakes, carrion, leaves, grass, berries, fruits, and fungi.

Life History

From October to April, box turtles hibernate by burrowing into loose soil, decaying vegetation, and mud. They tend to hibernate in woodlands, on the edge of woodlands, and sometimes near closed canopy wetlands in the forest. Box turtles may return to the same place to hibernate year after year. As soon as they come out of hibernation, box turtles begin feeding and searching for mates.

The breeding season begins in April and may continue through fall. Box turtles usually do not breed until they are about 10 years old. This late maturity is a result of their long lifespan, which can range up to 50 to even over 100 years of age. The females do not have to mate every year to lay eggs as they can store sperm for up

to 4 years. In mid-May to late June, the females will travel from a few feet to more than a mile within their home range to find a location to dig a nest and lay their eggs. The 3 to 8 eggs are covered with dirt and left to be warmed by the sun. During this vulnerable time, skunks, foxes, snakes, crows, and raccoons often raid nests. Sometimes, entire nests are destroyed. If the eggs survive, they will hatch in late summer to early fall (about 2 months after being laid). If they hatch in the fall, the young turtles may spend the winter in the nest and come out the following spring.

As soon as the young turtles hatch, they are on their own and receive no care from the adults. This is a dangerous time for young box turtles because they do not develop the hinge for closing into their shell until they are about 4 to 5 years old. Until then, they cannot entirely retreat into their shells. Raccoons, skunks, foxes, dogs, and some birds will prey on young turtles.

Conservation Concerns

The eastern box turtle was once common throughout the state, mostly in the central Connecticut lowlands. However, its distribution is now spotty, although where found, turtles may be locally abundant. Because of the population decline in Connecticut, the box turtle was added to the state's List of Endangered, Threatened, and Special Concern Species when it was revised in 1998. It is currently listed as a species of special concern. The box turtle also is protected from international trade by the 1994 CITES treaty. It is of conservation concern in all the states where it occurs at its northeastern range limit, which includes southern New England and southeastern New York.

Many states have laws that protect box turtles and prohibit their collection. In Connecticut, eastern box turtles **cannot** be collected from the wild (DEP regulations 26-66-14A). Another regulation (DEP regulations 26-55-3D) "grandfathers" those who have a **box turtle collected before 1998**. This regulation limits possession to a single turtle collected before 1998. These

regulations provide some protection for the turtles, but not enough to combat some of the even bigger threats these animals face. The main threats in Connecticut (and other states) are loss and fragmentation of habitat due to deforestation and spreading suburban development; vehicle strikes on the busy roads that bisect the landscape; and indiscriminate (and now illegal) collection of individuals for pets.

Loss of habitat is probably the greatest threat to turtles. Some turtles may be killed directly by construction activities, but many more are lost when important habitat areas for shelter, feeding, hibernation, or nesting are destroyed. As remaining habitat is fragmented into smaller pieces, turtle populations can become small and isolated.

Adult box turtles are relatively free from predators due to their unique shells. The shell of a box turtle is extremely hard. However, the shell is not hard enough to survive being run over by a vehicle. Roads bisecting turtle habitat can seriously deplete the local population. Most vehicle fatalities are pregnant females searching for a nest site.

How You Can Help

- *Leave turtles in the wild. They should never be kept as pets. Whether collected singly or for the pet trade, turtles that are removed from the wild are no longer able to be a reproducing member of a population. Every turtle removed reduces the ability of the population to maintain itself.*
- *Never release a captive turtle into the wild. It probably would not survive, may not be native to the area, and could introduce diseases to wild populations.*
- *Do not disturb turtles nesting in yards or gardens.*
- *As you drive, watch out for turtles crossing the road. Turtles found crossing roads in June and July are often pregnant females and they should be helped on their way and not collected. Without creating a traffic hazard or compromising safety, drivers are encouraged to avoid running over turtles that are crossing roads. Also, still keeping safety precautions in mind, you may elect to pick up turtles from the road and move them onto the side they are headed. Never relocate a turtle to another area that is far from where you found it.*
- *Learn more about turtles and their conservation concerns. Spread the word to others on how they can help Connecticut's box turtle population.*



State of Connecticut
Department of Environmental Protection
Bureau of Natural Resources
Wildlife Division
www.ct.gov/dep



The production of this Endangered and Threatened Species Fact Sheet is made possible by donations to the Connecticut Endangered Species/Wildlife Income Tax Checkoff Fund.

Appendix F – Photographs.

APPENDIX F: SITE PHOTOGRAPHS



Photo 1 –A vernal pool on the Belknap Parcel used by Spotted Salamanders and Wood Frogs for breeding

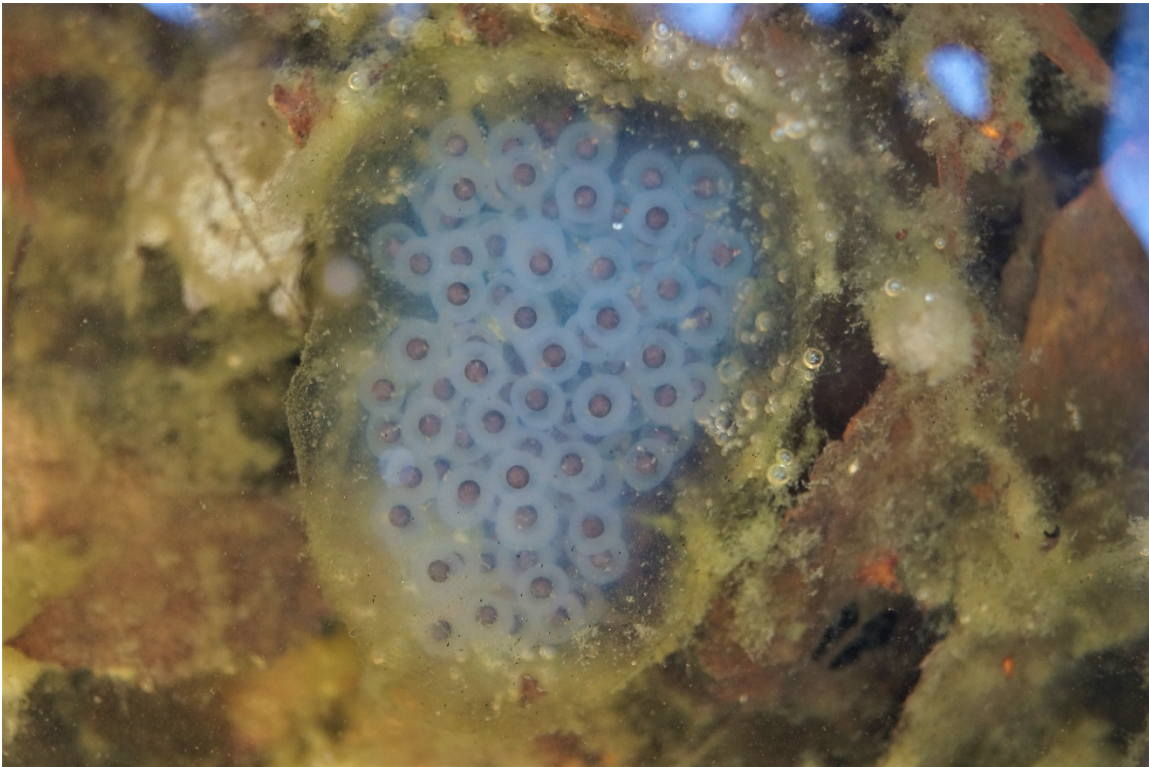


Photo 2 –Spotted Salamander Egg Mass found in vernal pool April 11, 2018

APPENDIX F: SITE PHOTOGRAPHS



Photo 3 – A Scrub/Shrub Swamp located at the southeast corner of the parcel



Photo 4 –A perc test pipe on one of three former proposed building lots in the upland forest. Viewed looking east toward Wilson Road (note home in distance)

APPENDIX F: SITE PHOTOGRAPHS



Photo 5 – Carapace of a deceased Eastern Box Turtle found on the south end of the property at the intersection of two stone walls.



Photo 6 – Beaked Hazelnut, a plant identified on site that is listed in the CT Wildlife Action Plan as a species of Greatest Conservation Need

APPENDIX F: SITE PHOTOGRAPHS



Photo 7 – Upland Chestnut Oak Community (a community with potential for harboring rare lepidoptera)