

Gina McCarthy  
Commissioner

STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

79 ELM STREET HARTFORD, CT 06106-5127

PHONE: 860-424-3001



May 26, 2009

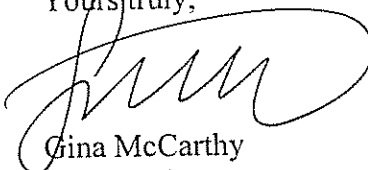
Patrick O'Brien  
Office of Policy and Management  
Bureau of Assets Management  
450 Capitol Avenue - MS#52ASP  
Hartford, CT 06106-1379

Dear Mr. O'Brien,

Pursuant to section 4b-47(a) of the Connecticut General Statutes, you had provided three draft responses to the comments you received on the Notice of Proposed Land Transfer involving the Nathan Hale Hotel on 0.5 acres of land at 633 Main Street in Willimantic. These comments were from the Department of Public Health and the Connecticut Commission on Culture & Tourism in addition to this Department.

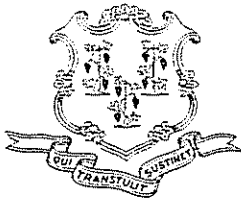
The Department has no objection to the draft responses prepared for Secretary Genuario's signature. Thank you for the opportunity to participate in this review process.

Yours truly,



Gina McCarthy  
Commissioner

GM:df



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

May 29, 2009

David J. Fox  
Senior Environmental Analyst  
Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

Dear Mr. Fox,

This is in response to your comments, submitted in accordance with C.G.S. 4b-47, regarding the potential transfer of the State owned property known as the Nathan Hale Hotel located at 827 Main Street in Willimantic.

Based upon your comments, the property will not be subject to preservation through land transfer, conservation easements or the imposition of restrictions or conditions pursuant to section C.G.S. 4b-47(b). It is my understanding that DEP's Natural Diversity Database showed no extant populations of Federally listed endangered or threatened species or species of special concern in the property area.

If you have any questions concerning this matter, please feel free to contact Patrick O'Brien of my staff at (860) 418-6353.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Genuario".

Robert L. Genuario  
Secretary



STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF ENVIRONMENTAL REVIEW

79 ELM STREET, HARTFORD, CT 06106-5127

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**To:** Patrick O'Brien - Planning Specialist  
OPM - Policy Development & Planning Division, 450 Capitol Avenue, Hartford

**From:** David J. Fox - Senior Environmental Analyst      **Telephone:** (860) 424-4111

**Date:** April 2, 2009      **E-Mail:** david.fox@ct.gov

**Subject:** Proposed Land Transfer, Willimantic

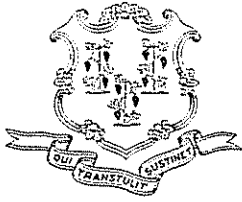
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The Department of Environmental Protection has reviewed the Notice of Proposed Land Transfer involving 0.5 acres at 633 Main Street in Willimantic. The Department has no objection to the proposed transfer. Given the property's size and location, it would not serve as a useful addition to the state's system of parks, forests, wildlife areas and other natural open spaces nor provide high quality active or passive recreation opportunities. The Department does not recommend that the natural and recreational resources of the property should be preserved through land transfer, conservation easement or the imposition of restrictions or conditions, pursuant to section 4b-47(b) of the Connecticut General Statutes (CGS).

In addition, the Natural Diversity Data Base, maintained by DEP, contains no records of extant populations of Federally listed endangered or threatened species or species listed by the State, pursuant to section 26-306 of the CGS, as endangered, threatened or special concern in the property area. This information is not the result of comprehensive or site-specific field investigations. 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.

Thank you for the opportunity to review this proposed land transfer. If there are any questions regarding these comments, please contact me.

cc: Robert Hannon, DEP/OPPD  
Elizabeth Brothers, DEP/LM  
Tom Tyler, DEP/CALM



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

May 29, 2009

Suzanne Blancaflor  
Chief, Environmental health Section  
Department of Public Health  
410 Capitol Avenue – MS#51AIR  
Hartford, CT 06134

Dear Ms. Blancaflor,

This is in response to your comments, submitted in accordance with C.G.S. 4b-47, regarding any potential transfer of the State owned property known as the Nathan Hale Hotel located at 827 Main Street in Willimantic.

Your comments outlined various concerns with respect to lead-based paint, asbestos and radon. It is my understanding that in order for the State to legally convey title to the property, the State (as the seller) will be obligated to disclose any knowledge of the presence of lead-based paint and/or radon; the State's Asbestos Program contains no requirements related to the transfer of ownership of a property that may contain asbestos.

Therefore, via this letter, I am requesting that the Department of Public Works (DPW), comply with all Federal, State and local laws pertaining to the transfer of a property which may contain lead paint, asbestos containing materials and/or radon; however, DPW is not required to conduct studies to determine the presence or extent of lead-based paint, radon and/or asbestos.

If you have any questions concerning this matter, please feel free to contact Patrick O'Brien of my staff at (860) 418-6353.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Genuario".

Robert L. Genuario  
Secretary



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

Patrick O'Brien  
Planning Specialist  
Office of Policy and Management  
450 Capitol Avenue MS #52 ASP  
Hartford, CT 06106-1379

March 9, 2009

RE: State Land Transfers, Nathan Hale Hall, 833 Main St. Windham (Willimantic) CT.

Dear Mr. O'Brien:

The following comments are offered in response to your posting of the Land Transfer of the Nathan Hale Hall, Willimantic, CT. A review of the e documents reveals limited information at this stage of the project. However, once the Land Transfer is complete and future demolition should take place of existing building or excavation of soils, or renovations then a plan must be in place to address lead contaminated soils, lead-based paint, and asbestos since these materials may be encountered during demolition or excavating activities. This type of construction activity could result in the disturbance of surfaces that may contain asbestos, lead-based paint and/or lead contaminated soils.

The following summarizes the Department's position with regard to lead and asbestos:

### **A. Lead-Based Paint:**

It does not appear that excavation or construction activities that may be associated with this project are subject to the Department of Public Health (DPH), Childhood Lead Poisoning Prevention and Control Regulations (§§19a-111-1 through 19a-111-11). However, there are other issues that must be addressed related to lead-based paint. Among these issues are the following:

- Testing of paint on existing structures marked for demolition or lead in soils should be performed by a lead inspector or lead inspector/risk assessor certified by the DPH.
- Planned demolition or soil removal activities should be performed using lead-safe work practices.
- If lead-based paint or lead contaminated soil is identified, the classification and disposal of generated waste must comply with the Resource Conservation Recovery Act (RCRA) and Connecticut Department of Environmental Protection standards (e. g., Toxicity Characteristics Leaching Procedure [TCLP] testing, reporting, and record keeping requirements).
- Additionally, if lead-based paint, lead containing paint, or lead contaminated soil is identified, workers must be trained (as a minimum) according to the Occupational Safety and Health Administration (OSHA) lead standards (29 CFR 1926.62). Because other



Phone: (860) 509-7367, Fax: (860) 509-7378  
Telephone Device for the Deaf (860) 509-7191  
410 Capitol Avenue - MS #51AIR  
P.O. Box 340308 Hartford, CT 06134  
An Equal Opportunity Employer

Patrick O'Brien  
Planning Specialist  
Office of Policy and Management  
RE: Land Transfer Nathan Hale Hall, Willimantic, CT

contaminants may also be present on the site, additional health and safety training may be required (e. g., hazardous waste and/or asbestos).

Additional inquires on the subject of lead-based paint can be directed to Alan Buzzetti, Supervising Environmental Sanitarian, Coordinator of the Lead Poisoning Prevention and Control Program at (860) 509-7299.

### **B. Asbestos Program:**

A DPH licensed asbestos inspector or Management Planner is required to conduct an asbestos inspection. Asbestos abatement that involves more than three (3) linear feet or more than three (3) square feet of asbestos-containing material must be performed by an asbestos abatement contractor licensed by the DPH. Additionally, the DPH must be provided with notification prior to asbestos abatement that involves greater than 10 linear feet or greater than 25 square feet. Asbestos abatement must be performed in accordance with all applicable federal, state, and local regulations.

Additional inquiries on the subject of asbestos abatement can be directed to Ronald Skomro, Supervising Environmental Sanitarian, Coordinator of the Asbestos Program at 860-509-7367.

### **C. Radon**

The United States Environmental Protection Agency (EPA) developed a radon potential map using data from studies and surveys conducted in Connecticut. The map assigns each of the counties in Connecticut one of three zones based on radon potential. The radon zone designation of the highest potential is Zone 1, the moderate potential is Zone 2, and the low potential is Zone 3. The proposed site is located in a high potential, Zone 1 area. Therefore, measures should be taken to help control radon and its harmful effects. The Connecticut Department of Public Health Radon program recommends that during the construction of the building, radon resistant features should be built into the infrastructure of the building.

The list below describes the basic components of radon resistant new construction:

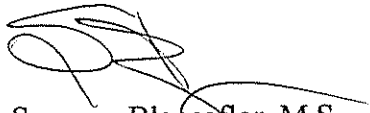
- A gas permeable layer, such as 4-inch gravel, placed beneath the slab to allow soil gases to move freely underneath the building
- Plastic sheeting over the gas permeable layer and under the slab to help prevent soil gases from entering the home
- Sealing and caulking all openings in the foundation floor to reduce soil gas entry
- A vent pipe, such as 6 inch PVC pipe, to run from the gas permeable layer through the building to the roof to safely vent soil gases above the building
- An electrical junction box installed in case an electric venting fan is needed later

Patrick O'Brien  
Planning Specialist  
Office of Policy and Management  
RE: Land Transfer Nathan Hale Hall, Willimantic, CT

The facility should be tested for radon after construction is completed. If radon results are at or above 4.0 picocuries per liter (pCi/L), the existing system should be activated by installing an in-line fan. For a list of qualified radon mitigation contractors to assist with the system activation, please refer to the following website:  
[www.dph.state.ct.us/BRS/Radon/radon\\_program.htm](http://www.dph.state.ct.us/BRS/Radon/radon_program.htm)

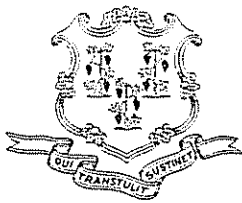
Please contact Francesca Provenzano, Health Program Supervisor, Radon program at (860) 509-7367

Sincerely,



Suzanne Blascaflor, M.S.  
Chief, Environmental Health Section

C: J. Smith, Office of Policy Management



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

May 29, 2009

Susan R. Chandler  
Historical Architect  
Connecticut Commission on Culture and Tourism  
One Constitution Plaza, Second Floor  
Hartford, CT 06103

Dear Ms. Chandler,

This is in response to your request, submitted in accordance with C.G.S. 4b-47, that a preservation restriction be included in the deed as part of any potential transfer of the State owned property known as the Nathan Hale Hotel located at 827 Main Street in Willimantic.

Since the property is located within a National Register Historic District, any project proposed by any future owner such as construction, demolition or alteration of the exterior architectural features of the building will require approval by the Windham Historic District Commission in accordance with C.G.S. 7-147d which states *"No building or structure shall be erected or altered within an historic district until after an application for a certificate of appropriateness as to exterior architectural features has been submitted to the historic district commission and approved by said commission."*

It is my understanding that the Windham Historic District Commission reviews each proposal for constructing, demolishing or altering exterior architectural features of buildings, structure and signs in the Historic District and, after a public hearing, determines whether to grant a Certificate of Appropriateness.

While I am aware that the proposed deed restriction would run with the land in perpetuity, I believe that the structure's location within the Windham Historic District is sufficient to ensure the exterior architectural features of the building and that the Windham Historic District Commission adequately provides for public comment before issuing a Certificate of Appropriateness.

Therefore, I am denying your request that a deed restriction be included as part of any potential transfer of the State owned property known as the Nathan Hale Hotel located at 827 Main Street in Willimantic.

If you have any questions concerning this matter, please feel free to contact Patrick O'Brien of my staff at (860) 418-6353.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Genuario".

Robert L. Genuario  
Secretary



**O'Brien, Patrick M.**

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**From:** Chandler, Susan  
**Sent:** Thursday, March 12, 2009 10:16 AM  
**To:** O'Brien, Patrick M.  
**Cc:** Bahlman, David  
**Subject:** 833 Main Street, Windham  
**Attachments:** Pres Restriction Seaside.doc

Dear Mr. O'Brien:

The State Historic Preservation Office is in receipt of the Notice of Proposed Land Transfer for the above-referenced property which is listed on the National Register of Historic Places.

In accordance with State policy and practice, this office requests that Preservation Restriction be included in the deed as part of the purchase and sale agreement. Attached is a copy of a deed restriction that was proposed by DPW's legal department for another historic property, for your reference. The document can be easily modified to reflect the facts and circumstances of the current transfer.

The State Historic Preservation Office appreciates the opportunity to provide OPM with our review and comment on this proposed undertaking. Please contact me should you have additional questions concerning the matter.

Sincerely,

Susan R. Chandler  
Historical Architect

Connecticut Commission on Culture & Tourism  
One Constitution Plaza, 2nd floor  
Hartford, Connecticut 06103

860-256-2800 (main)  
860-256-2764 (direct)  
860-256-2763 (fax)

EASEMENTS, DECLARATION OF COVENANTS, AND  
DECLARATION OF PRESERVATION RESTRICTIONS

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the \_\_\_\_\_ (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the STATE HISTORIC PRESERVATION OFFICE OF THE CONNECTICUT COMMISSION ON CULTURE AND TOURISM, an agency of the State of Connecticut having its offices at 755 Main Street, One Financial Plaza, Hartford, Connecticut 06103. 755 Main Street, One Financial Plaza, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the State of Connecticut owns a parcel of land consisting of approximately 36 acres, together with buildings and other improvements thereon, located in the Town of Waterford, County of New London, State of Connecticut and commonly known as the Seaside Regional Center, as more particularly described in Exhibit A attached hereto and made a part hereof.

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WHEREAS, the Seaside Regional Center is listed on the National Register of Historic Places and the State intends to convey a portion of said parcel, and desires to ensure the restoration and continued preservation of the conveyed portion (herein referred to cumulatively as the “Property”).

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WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, ~~rehabilitation~~restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, ~~rehabilitation~~restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the “Property”) which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, ~~rehabilitation~~restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, ~~rehabilitation~~ restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-321b(b) of the Connecticut General Statutes and as set forth in Section 10-321b(e) of said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and as a condition of sale, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor's and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same in perpetuity for a period of \_\_\_\_\_ years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would unreasonably alter, as determined by the Grantee, ~~affect more than marginally and insignificantly the~~ appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, rehabilitate and adaptively reuse ~~restore~~ the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the then owner or owners of the Property site and the buildings, structures and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. The Property shall not be subdivided.
4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.
5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon

to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.
7. Without the express prior written permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other

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The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

~~8. The Grantor covenants for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of \_\_\_\_\_ and at other times by appointment. The Grantor shall publish notices, giving dates and times when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.~~

89. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such

insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.

10 The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.

~~11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.~~

12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.

13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.

~~15. 15. The easements, covenants and restrictions set forth herein shall terminate years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination. This Declaration may be amended only by the written, mutual agreement of the Grantee and the record owner(s) subject to any other governmental approvals as may be required under Connecticut General Statutes, and recorded in the Waterford Land Records.~~

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16. Invalidation of any one of the restrictions, conditions or covenants herein shall not affect the validity of the remaining restrictions, conditions or covenants.

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Signed, sealed and delivered  
In the presence of:

Grantor Name:

\_\_\_\_\_  
Witness  
Name:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Witness  
Name:

STATE OF CONNECTICUT )  
  ) ss.  
COUNTY OF                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_ of \_\_\_\_\_ and that she/he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the \_\_\_\_\_, by signing the name of \_\_\_\_\_

the corporation as such \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT BY THE  
CONNECTICUT COMMISSION ON  
CULTURE AND TOURISM

\_\_\_\_\_  
Witness  
Aniskovich  
Name:

By: \_\_\_\_\_  
Name/Title: ~~Karen Senich~~ Jennifer  
Acting Executive Director

\_\_\_\_\_  
Witness  
Name:

STATE OF CONNECTICUT )  
  ) ss. City of Hartford  
COUNTY OF HARTFORD )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned

| officer, personally appeared ~~Karen Senich~~ Jennifer Aniskovich, who acknowledged that she is the Acting  
Executive Director of



| the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and that she, as such Acting  
Executive

Director, being authorized so to do, executed the foregoing instrument for the State of Connecticut by

| signing her name as such Acting Executive Director.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND.

\_\_\_\_\_  
Commissioner of the Superior Court  
Name

#### EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS,  
DECLARATION OF PRESERVATION RESTRICTIONS, executed on the \_\_\_\_\_ day of  
\_\_\_\_\_, by \_\_\_\_\_, and the STATE OF CONNECTICUT,  
acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part  
thereof.

**EXHIBIT B**

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the \_\_\_\_\_ day of \_\_\_\_\_, by the \_\_\_\_\_ and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part thereof.

## EXHIBIT A

Note:

Exhibit A should consist of a legal description of the property which is identical to or consistent with the description of record as filed with the Town Clerk in the community in which the property is located.

Exhibit A should be provided by the grantee/property owner and inserted in place of this sheet prior to returning the executed document to the Connecticut Commission on Arts, Tourism, Culture, History and Film.

If any questions arise concerning the form or content required for Exhibit A, please contact Paul Loether, Historic Restoration Fund Coordinator for the Connecticut Commission on Arts, Tourism, Culture, History and Film (566-3005).

sample

#### EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON ARTS, TOURISM, CULTURE, HISTORY AND FILM and made a part thereof.

#### MAINTENANCE STANDARDS FOR THE ADAMS HOUSE

The ADAMS HOUSE, built in 1820 by Abram Mitchell, is sophisticated and elegant in design, incorporating elements of both Federal and Greek Revival styles. It is a large, grand white clapboard house, five bays wide, with four chimneys, fanlights in each gable end, and a four-columned entrance portico. The dominant feature of the façade is the large oval light in a spiderweb pattern containing an eagle in the center which is above the front porch.

Attached hereto and made a part hereof is a photograph of the exterior showing the present appearance of the Adams House.

The basic exterior dimensions of the structure were not altered. The exterior of the building was restored and maintained as closely as possible to its original appearance. The intent was to maintain the building for contemporary appreciation and usefulness within the framework of historical accuracy. All deteriorated material and architectural features were repaired, rather than replaced insofar as that was possible. Where replacement was necessary, new materials were chosen to match the old in composition, design, color, texture and dimension.

The Grantors herein will preserve and maintain the structure as described in good condition during the life of this Preservation Restriction.

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**DIRECTIONS FOR COMPILING EXHIBIT B**

The above format should be utilized to compile Exhibit B attachments for all Preservation Restrictions to be submitted to the Connecticut Commission on Arts, Tourism, Culture, History and Film to meet the requirements of all development grants.

- Section A - language should be exactly as included above except for date of execution and name of Grantor.
- Section B - this should be a good general description of the property (as a whole) for which grant monies were utilized.
- Section C - language should be identical except for number of photographs and name of property.
- Section D - should be a brief description of work undertaken on property which is similar to, or more detailed than the sample provided above.
- Section E - should be identical in language to that of the sample provided above.

