

BOUNDARY LINE AGREEMENT AND QUITCLAIM DEED AND CROSS EASEMENTS

This Agreement is entered into as of _____, 2016 by and between The Town of Columbia, Connecticut (hereinafter "Town"), and Columbia Congregational Church, Columbia, Connecticut (successor to the Ecclesiastical Society in the Town of Columbia a/k/a Columbia Ecclesiastical Society (hereinafter "Church")).

Witnesseth

WHEREAS, the Town is the owner of certain pieces or parcels of land located on Route 87 in the Town of Columbia, County of Tolland and State of Connecticut known as [insert name from survey for Yeoman's Hall Campus] as set forth on a survey [set forth survey title] (the "Survey") (said pieces and parcels of land being referred to herein as the "Town Property"); and

WHEREAS, a copy of the Survey is to be filed with the Columbia Town Clerk at the time this Agreement is presented to such Town Clerk for recording on the Columbia Land Records; and

WHEREAS, the Church is the owner of a certain piece or parcel of land located on Route 87 adjacent to the [Yeomans Hall Campus] in the Town of Columbia, County of Tolland and State of Connecticut by virtue of a deed from Roger Loomis to the Ecclesiastical Society in the Town of Columbia dated May 1, 1832 and recorded in Volume 4, Page 178 of the Columbia Land Records] (said piece or parcel of land being referred to herein as the "Church Property"); and

WHEREAS, the Town Property and the Church Property are adjoining properties; and

WHEREAS, various historic claims to, land uses and maintenance of, surveys of and deed references to the pieces or parcels of land that now comprise the Town Property and the Church Property lack clarity or are contradictory creating confusion regarding the actual and proper boundary line between the Town Property and the Church Property; and

WHEREAS, the parties are executing this Agreement in order to more precisely locate the boundary line between their respective properties as shown on the Survey and, in connection therewith, to the extent the same is necessary, will convey portions of their properties to one another; and

WHEREAS as it is beneficial to the Town and to the Church to grant reciprocal cross easements to each other for purposes of access and maintenance needs of the Town Property and the Church Property; and

WHEREAS the execution and delivery of this Agreement by the Town has been approved by the affirmative vote of qualified voters at a duly noticed and held Town Meeting on _____, 2016; and

WHEREAS, the execution and delivery of this Agreement has been approved by the affirmative vote of the members of the Church at a duly noticed meeting, at which a quorum was present, held on _____, 2016;

NOW THEREFORE, for \$1.00 and other valuable consideration the parties hereby agree as follows:

1. The mutual boundary line between the Town Property and the Church Property is, and shall hereafter be, as more particularly shown on the Survey and described as follows [insert compass courses and distances shown on the Survey] (said mutual boundary line being referred to herein as the "Agreed Boundary Line").

2. The Town, for itself and its successors and assigns, does hereby grant, quit claim and convey to the Church, and its successors and assigns any and all of its right, title and interest in and to any portion of the Town Property that may currently be claimed to lie to the east of the Agreed Boundary Line.

3. The Church, for itself and its successors and assigns, does hereby grant, quit claim and convey to the Town and its successors and assigns any and all of its right, title and interest in and to any portion of the Church Property that may currently be claimed to be to the west of the Agreed Boundary Line.

4. All vehicular driveways and parking areas shown on the Survey (being herein referred to as the "Traveled Areas") remain part of the Town Property and will be maintained by the Town (i.e. maintaining the pavement, traffic and parking patterns and freeing the Traveled Area from snow, ice and debris).

5. The Church, for itself, and its successors and assigns, does hereby grant and convey to the Town an easement for limited use solely in accordance with this paragraph of the portion of the Church Property referenced in this paragraph. The Town, upon reasonable and appropriate advance notice under the circumstances (no notice shall be required in an emergency), may have temporary access to and use of the Church Property parallel to the Agreed Boundary Line to within 10 feet of the then edifices or other improvements on the Church Property for purposes of supporting the maintenance or improvement of the Traveled Area; provided that: (a) such use shall require the consent of the Church, which will not be unreasonably withheld or delayed, if use of this easement by the Town will be for a continuous period of time in excess of 5 business days (other than as it pertains to the storage of removed snow and ice in accordance with the clause (c) below); (b) such use is unlikely to adversely affect the integrity or condition of any underground storage tank or any other improvement of the Church Property; (c) such use does not adversely change water drainage from or onto the Church Property other than with respect to snowbanks caused by a reasonably uniform distribution of the storage of snow and ice on the Town Property and the Church Property that has been removed from the Traveled Area on to the Church Property; and (d) the Town restores the portion of the Church Property so used to its pre-use condition.

6. The Town, for itself and its successors and assigns, does hereby grant and convey to the Church an easement for limited use of the Town Property solely in accordance with this paragraph. The Church may reasonably use the Traveled Area in a consistent manner with all other uses thereof by the Town and its permittees. The Church, upon reasonable and appropriate advance notice under the circumstances (no notice shall be required in an emergency), may have reasonable temporary access to and use of the Town Property for purposes of supporting the maintenance or improvement of the Church Property; provided that (a) such use shall require the consent of the Town, except: (i) in an emergency; (ii) when such use will not prevent access to any portion of the Traveled Area and not be for a continuous period in excess of two business days (other than as it pertains to the storage of snow and ice removal from the Church Property in accordance with clause (b) below); or (iii) when such use does not involve activities of an environmentally sensitive nature; (b) such use does not adversely change water drainage from or onto the Town Property other than with respect to

snowbanks caused by a reasonably uniform distribution of the storage of snow and ice on the Church Property and the Town Property that has been removed from the driveways, parking areas and walkways on the Church Property onto the Town Property; and (c) the Church restores the portion of the Town Property so used to its pre-use condition.

7. This Agreement contains the entire Agreement by and between the parties hereto with respect to its subject matter and shall be recorded upon the Columbia Land Records. This Agreement shall be binding upon, and shall be for the benefit of, the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto cause to be set their hands and seals on the day and year first above mentioned.

Witnessed By:

Town:

Witness:

Carmen Vance, First Selectman of the
Town of Columbia

Witness:

STATE OF CONNECTICUT }

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ss. Columbia

___, 2016

COUNTY OF TOLLAND }

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On this the _____ day of _____, 2016, before me, the undersigned officer, personally appeared Carmen Vance known to me (or satisfactorily proven) to be the First Selectman of the Town of Columbia and the person whose name is subscribed to the within instrument and acknowledged before me that she executed the same in her capacity as First Selectman of the Town of Columbia and for the purposes therein contained as her free act and deed and the free act and deed of said Town.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court;
Notary Public
My Commission Expires:

Witnessed By:

Church:

Witness:

Katherine Chapman

Witness:

STATE OF CONNECTICUT

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ss. Columbia

_____, 2015

COUNTY OF TOLLAND

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On this the ___ day of _____, 2016, before me, the undersigned officer, personally appeared Katherine Chapman known to me (or satisfactorily proven) to be the President of the Columbia Congregational Church and the person whose name is subscribed to the within instrument and acknowledged before me that she executed the same in her capacity as the President of the Columbia Congregational Church and for the purposes therein contained as her free act and deed and the free act and deed of said Church.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court;
Notary Public
My Commission Expires:

