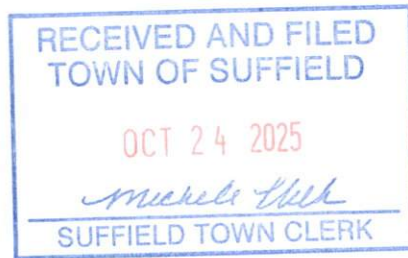


# EXHIBIT 6





Doc ID: 000996680012 Type: DEV RIGI

488 PG. 378-389

**BIELONKO FARM**

**CONVEYANCE OF DEVELOPMENT RIGHTS DEED  
State of Connecticut and Town of Suffield**

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

KNOW YE THAT BENJAMIN J. BIELONKO II, TRUSTEE OF THE BIELONKO BROTHERS FARM TRUST, of the Town of Suffield, County of Hartford and State of Connecticut, hereinafter referred to as "Grantor", in consideration of SEVEN HUNDRED EIGHTY-TWO THOUSAND NINETY-SIX and 53/100 (\$782,096.53) DOLLARS and other good and valuable consideration, received to his full satisfaction from the STATE OF CONNECTICUT, a sovereign, and the TOWN OF SUFFIELD, do hereby give, grant, bargain, sell and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT and the said TOWN OF SUFFIELD, (hereinafter referred to as "Grantees"), their successors and assigns forever, the DEVELOPMENT RIGHTS, as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land:

ALL THOSE certain pieces or parcels of land situated in the Town of Suffield, County of Hartford, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises". The Premises are conveyed hereunder subject to those matters set forth in Schedule B attached hereto and made a part hereof.

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

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

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

Page 1

Conveyance Tax Received  
\$ - 0 - Town of Suffield  
\$ - 0 - CT Tax Service  
*Elaine C. Robinson*  
Town Clerk - Suffield, CT

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

A. Grantor covenants for himself, his legal representatives, heirs, successors and assigns, that the Premises will, at all times, be held and conveyed in their entirety and subject to the following restrictions and such further restrictions as set forth in Paragraph B below:

(1) No building, residential dwelling, structure of any kind, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises except as provided for in Paragraph B below.

(2) The fee simple owner of the Premises shall not divide, subdivide, develop, construct on, sell, lease or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.

(3) No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to soil conservation, or to good agricultural management practices.

(4) Said development rights are considered and deemed dedicated to the State of Connecticut and the Town of Suffield in perpetuity in accordance with Chapter 422a of the Connecticut General Statutes.

(5) The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on Schedule A hereof. The Premises shall be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.

(6) If the Premises are to be sold or otherwise transferred, the fee simple owner of the Premises shall notify the Commissioner of Agriculture (hereinafter, the "Commissioner") of such impending sale or transfer not more than ninety (90) days before transfer of title to the land and shall provide the Commissioner with the name and address of the transferee, and upon transfer of the Premises, or interest in the Premises, from one landowner to another, the transfer document shall expressly refer to this Conveyance of Development Rights Deed and be subject to its terms.

(7) No residence shall be constructed or placed on the Premises, except that in the event

that the residence currently on the Premises is destroyed, by fire or otherwise, the Grantor retains the right to rebuild said residence, up to a maximum of 3,000 square feet. Said residence must be constructed within the Farmstead Area as shown and designated on a certain map or plan entitled "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF BIELONKO BROTHERS FARM TRUST TOTAL ACRES OWNED = 61.191± ACRES TOTAL RESTRICTED FARMLAND ACRES = 58.184± ACRES 190 EAST STREET NORTH SUFFIELD, CONNECTICUT Denno Land Surveying & Consulting, LLC 2 Tunxis Rd. Ste. 210 Tariffville, CT 06081 Scale 1" = 100' Date 12/18/12 Sheet 1 of 1 Revisions: 8/13/13 – Per State Comments," said map having been recorded in the Suffield Land Records (hereinafter the Survey").

(8) The Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District and the Commissioner. The Grantor, however, may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS standards and specifications. Grantor agrees to review and update the conservation plan at least every five (5) years. Grantor will provide a current copy of any such approved plan to the Commissioner.

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

The Grantor acknowledges the authority of the Grantees to monitor and enforce compliance with the conservation plan.

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

(10) The dumping or accumulation of trash, refuse or solid waste on the Premises is prohibited, except that the storage of agricultural products for use on the Premises and biodegradable by-products generated on the Premises is permitted in accordance with all applicable laws and regulations.

(11) Under no circumstances shall any improvement or activity, including but not limited to athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, cell

towers or telecommunications facilities, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Premises.

(12) Any and all alteration, replacement, construction and/or building on the premises (including ponds, lakes, streams, rivers and/or waterways) is only allowed after written notification to and written approval from the Commissioner of Agriculture.

B. Subject to the provisions of Paragraph A above, the Grantor for himself, his legal representatives, heirs, successors and assigns, hereby reserves all other customary rights and privileges of ownership including:

- (1) The right to privacy;
- (2) The right to carry out regular agricultural practices;
- (3) The right to conduct the uses defined in Subsection (q) of Section 1-1 of the Connecticut General Statutes;
- (4) The right to lease the Premises or portions thereof for a term of less than 25 years subject to the terms of this conveyance;
- (5) The rights of the fee simple owner of the Premises to develop, sell, give or transfer in any way the Premises in its entirety, or otherwise improve the Premises, to preserve, maintain, operate or continue the Premises as agricultural land, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Farmstead Area and the Agricultural Building Envelopes as shown on the Survey, of:
  - (a) Buildings for animals, roadside stands and farm markets for sale to the consumer of food products and ornamental plants;
  - (b) Facilities for the storage of equipment used on the Premises and products of the Premises or processing thereof;
  - (c) Existing farm roads, as identified in the Premises "Baseline Documentation Report" which is incorporated by reference herein and made a part hereof, and which is on file with the Commissioner of Agriculture and as shown and designated on the Survey, may be maintained and repaired in their current state. No new roads may be constructed, except for approved unpaved farm roads necessary for agricultural operations on the Premises, or
  - (d) Such other improvements, activities and uses thereon as may be directly or incidentally related to the operation of the agricultural enterprise.

- (6) The rights set forth in Paragraph B (5) above, provided that:
- (a) The acreage and productivity of arable land for crops is not materially decreased and due consideration is given to the impact of any decrease in acreage or productivity of such arable land upon the total farm operation; provided however, notwithstanding the foregoing, any new construction of or modification of an existing farm building necessary to the operation of a farm on the Premises, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Farmstead Area and Agricultural Building Envelopes as shown on the Survey limited when added to the total square footage of all buildings (including buffers) on the Premises at the time of the new construction or modification, shall be limited, in the aggregate, to not more than three percent (3%) of the total of such prime farmland and/or statewide important farmland, as defined by the United States Department of Agriculture, on the Premises; provided, however, nothing herein shall permit the total square footage of all Buildings (including buffers) to exceed three percent (3%) of the total of such Premises of which the Grantees have purchased development rights; any new construction or modification of an existing farm building necessary to the operation of a farm may be repaired or replaced, but not enlarged, at their current location, as indicated on the Survey recorded herewith and as identified in the Baseline Documentation Report on file at the Department of Agriculture;
  - (b) Impervious surfaces, which includes replacement of existing residential buildings, any agricultural buildings (with and without flooring) and paved areas both within and outside the Premises' Farmstead Area and Agricultural Building Envelopes shall not exceed three percent (3%) of the total of such Premises;
  - (c) Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock;
  - (d) Installation of new utilities is prohibited, except that the fee owner may install utilities necessary for permitted uses of the Premises as long as such installation is not inconsistent with purposes of this conveyance and is done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities may be replaced or repaired at their current location; and
  - (e) Subject to the written approval of the State of Connecticut, Commissioner of Agriculture, nothing herein shall restrict the rebuilding of the existing residence within the Farmstead Area for use by persons directly incidental to the farm operation, up to a maximum of 3,000 square feet.
- (7) The rights of the fee simple owner of the Premises to provide for the extraction of gravel or like natural elements to be used solely on the Premises for purposes directly or incidentally related to the operation of the agricultural enterprise. Gravel excavation incidental to the farm

operation means removal of sand and gravel material from one location on the farm for use on another location on the farm for either construction or repair of farm roads, and/or bedding material for livestock, and/or as building materials for permitted construction of new farm buildings or residences or repair to existing farm buildings. The active borrow area of all gravel excavation cannot disturb more than one percent (1%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantees and requires prior written approval of the Commissioner. In addition, the active borrow area of all gravel excavation plus any other developed and/or impervious areas cannot disturb more than three percent (3%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantees and requires prior written approval of the Commissioner.

(8) The rights of the fee simple owner of the Premises to the existing water and mineral rights, exclusive of gravel, except that no extraction or removal of minerals by any surface mining method shall be permitted. Furthermore, retention of such mineral rights is made subject to the purposes and provisions of Paragraphs A (2) and A (3), above. The fee simple owner shall retain all water rights necessary for present or future agricultural production on the Premises and shall not transfer, encumber, lease, sell or otherwise separate such quantity of water rights from title to the Premises.

C. The parties hereby covenant and agree that:

(1) The Commissioner and/or his/her representative(s) may enter upon the Premises at all reasonable times for the purpose of determining compliance with the provisions of the conveyance and of Section 22-26cc of the Connecticut General Statutes.

(2) Grantees, their successors and assigns, shall have the right to enforce the restrictions contained in this conveyance by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Premises to its condition at the time of the conveyance, as modified by any uses and alterations permitted under this conveyance.

(3) For purposes of enforcement, the development rights hereby conveyed constitute a conservation restriction on the Premises in favor of the Grantees and their successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to CGS 47-42c, this development rights restriction may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes.

(4) The provisions of Regulations of Connecticut State Agencies Sections 22-26gg-1 et seq, as amended to the date hereof, are hereby incorporated by reference and made a part hereof and shall be complied with by the Grantor.

(5) The Grantor and Grantees agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this grant are documented in the Baseline Documentation Report. Grantees may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.

(6) Grantor warrants that Grantor has good title to the Premises; that the fee owner has the right to convey the development rights to the Premises; and that the Premises are free and clear of any encumbrances, except as to those listed on Schedule B, if any.

(7) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(8) To the best of the Grantors knowledge, information and belief, grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Premises.

(9) This conveyance may be amended only if in the sole and exclusive judgment of the Grantees such amendment furthers or is not inconsistent with the purposes of this development rights conveyance or conservation easement, and subject to and in accordance with the provisions of Connecticut General Statutes, Section 22-26cc(c). Any such amendment must be mutually agreed upon by the Grantees and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations.

(10) As used herein:

(a) Development Rights shall mean those rights as defined in Chapter 422a of the

Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 22-26bb (d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and

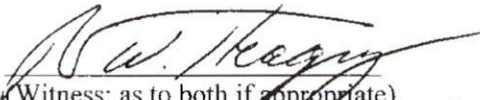
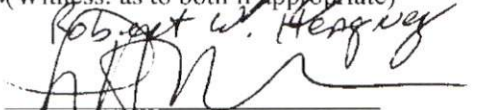
(b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural easement(s), restriction(s), and easement(s) shall mean Developments Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 47- 42a (a) thereof.


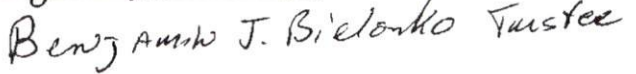
(11) Nothing herein shall constitute a waiver of the sovereignty of the State of Connecticut.

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

IN WITNESS WHEREOF, I, the said Grantor, have hereunto set my hand and seals this 6<sup>th</sup> day of December, 2013.

Signed, Sealed and Delivered  
in the Presence of:

  
(Witness: as to both if appropriate)  
  
(Witness: as to both if appropriate)  
LISA HOKANSSON

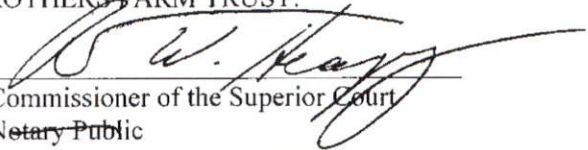
  
Benjamin J. Bielanko Trustee  
  
Benjamin J. Bielanko Trustee

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

\_\_\_\_\_

State of Connecticut )  
County of Hartford ) ss. Simsbury

The foregoing instrument was acknowledged before me this <sup>6<sup>th</sup> Day of December</sup> ~~(date)~~ by BENJAMIN J. BIELONKO II, as TRUSTEE OF THE BIELONKO BROTHERS FARM TRUST.

  
\_\_\_\_\_  
Commissioner of the Superior Court  
~~Notary Public~~  
My ~~commission expires:~~

Approved as to Form:  
  
\_\_\_\_\_  
Joseph Rubin  
Associate Attorney General  
Date: 12/19/13

**SCHEDULE A**  
**Bielonko Farm, Suffield, CT**

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE EASTERLY SIDE OF EAST STREET NORTH CONNECTICUT ROUTE 159, IN THE TOWN OF SUFFIELD, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS "190 EAST STREET NORTH" ON A MAP ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF BIELONKO BROTHERS FARM TRUST TOTAL ACRES OWNED = 61.191+/- ACRES TOTAL RESTRICTED FARMLAND ACRES = 58.184+/- ACRES 190 EAST STREET NORTH SUFFIELD, CONNECTICUT SCALE 1"=100' DATE 12/18/12 SHEET NO. 1 OF 1 DENNO LAND SURVEYING & CONSULTING, LLC 2 TUNXIS RD STE. 210 TARRIFVILLE, CT 06081." REVISED THROUGH 8/13/13. SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN IN THE EASTERLY STREET LINE OF EAST STREET NORTH, SAID POINT MARKS THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF HARRY N SANDERSON JR KNOWN AS 72 EAST STREET NORTH AND A SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE N 03°-45'-40" E ALONG THE EASTERLY STREET LINE OF EAST STREET NORTH A DISTANCE OF 50.08 FEET TO A POINT; THENCE S 83°-02'-51" E ALONG THE AREA TO BE EXCLUDED FROM PDR A DISTANCE OF 225.00 FEET TO A POINT; THENCE N 04°-28'-19" W ALONG THE AREA TO BE EXCLUDED FROM PDR A DISTANCE OF 450.00 FEET TO A POINT; THENCE N 83°-05'-53" W ALONG THE AREA TO BE EXCLUDED FROM PDR A DISTANCE OF 225.00 FEET TO A POINT; THENCE N 08°-37'-01" E ALONG THE EASTERLY STREET LINE OF EAST STREET NORTH A DISTANCE OF 274.28 FEET TO AN EXISTING CHD MONUMENT; THENCE N 06°-41'-26" E ALONG THE EASTERLY STREET LINE OF EAST STREET NORTH A DISTANCE OF 234.55 FEET TO A POINT; THENCE N 00°-52'-42" E ALONG THE EASTERLY STREET LINE OF EAST STREET NORTH A DISTANCE OF 265.13 FEET TO AN EXISTING IRON PIPE; THENCE S 86°-25'-46" E ALONG LAND NOW OR FORMERLY OF RICHARD W KURITZ KNOWN AS 220 EAST STREET NORTH A DISTANCE OF 200.52 FEET TO AN EXISTING IRON PIPE; THENCE N 00°-55'-14" E ALONG SAID KURITZ A DISTANCE OF 125.00 FEET TO AN EXISTING IRON PIPE; THENCE S 86°-37'-26" E ALONG LAND NOW OR FORMERLY OF HAROLD J MOFFIE KNOWN AS 1 CANAL ROAD AND SUFFIELD BY THE RIVER LLC KNOWN AS 7 CANAL ROAD PARTLY BY EACH A DISTANCE OF 612.28 FEET TO AN EXISTING MONUMENT; THENCE S 86°-42'-01" E ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT KNOWN AS CANAL ROAD A DISTANCE OF 796.83+/- FEET TO A POINT; THENCE SOUTHERLY 1,073+/- FEET ALONG THE WESTERLY BANK OF THE WINDSOR LOCKS CANAL TO A POINT; THENCE N 76°-40'-51" W ALONG LAND NOW OR FORMERLY OF WINDSOR LOCKS CANAL CO. KNOWN AS EAST STREET SOUTH A DISTANCE OF 342.79+/- FEET TO A POINT; THENCE S 08°-25'-09" W ALONG SAID WINDSOR LOCKS CANAL CO. A DISTANCE OF 872.97 FEET TO AN EXISTING MONUMENT; THENCE N 83°-03'-

51" W ALONG LAND NOW OR FORMERLY OF JOAN & WALTER S SADOWSKI KNOWN AS EAST STREET SOUTH A DISTANCE OF 1063.48 FEET TO A SET REBAR; THENCE N 03°-47'-09" E ALONG LAND NOW OR FORMERLY OF ESTATE OF ANN M BUVARSKY KNOWN AS 50 EAST STREET NORTH AND HARRY N SANDERSON JR KNOWN AS 72 EAST STREET NORTH PARTLY BY EACH A DISTANCE OF 400.31 FEET TO AN EXISTING IRON PIN; THENCE N 83°-02'-51" W ALONG SAID SANDERSON A DISTANCE OF 225.79 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCLUDING THEREFROM A 15' DRAINAGE EASEMENT IN FAVOR OF THE TOWN OF SUFFIELD. SAID EASEMENT IS LOCATED ON THE GENERAL EASTERLY SIDE OF EAST STREET NORTH WITHIN AN AGRICULTURE BUILDING ENVELOPE AS SHOWN ON SAID MAP.

SAID PARCEL CONTAINS 2,534,512+/- SQ. FT. OR 58.184+/- ACRES.

**Note: The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on this Schedule A. The Premises shall hereafter be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.**

**SCHEDULE B**  
**Bielonko Farm, Suffield, CT**

1. Caveat by the Town of Suffield for construction of a sewer system dated July 29, 1966 and recorded August 11, 1966 in Volume 114, Page 535 of the Suffield Land Records.
2. Easements and Right of Way as contained in a mutual Rights of Way and Declaration of Covenants by and between K-F Brick, inc. and Robert A. Sheldon and Margaret G. Sheldon dated February 21, 1991 and recorded February 25, 1991 in Volume 225, Page 395 of the Suffield Land Records.
3. Sewer Line Easement in favor of the Town of Suffield dated April 17, 1991 and recorded May 28, 1991 in Volume 227 at Page 205 of the Suffield Land Records.
4. Drainage Easement in favor of the Town of Suffield dated September 11, 2003 and recorded January 14, 2004 in Volume 363 at Page 706 of the Suffield Land Records.
5. Notice of Application for Connecticut Farmland Preservation Program dated October 15, 2012 and recorded October 22, 2012 in Volume 475 at Page 60 of the Suffield Land Records.

Received for Record at Suffield, CT  
On 12/30/2013 At 4:33:00 pm

*Elaine C O'Rourke*