

TOWN OF MORRIS

APPLICATION FOR ZONING PERMIT

Property Location: 266 WATERTOWN ROAD, MORRIS, CT 06763 Date 11/29/25 Application/Permit # SD 25-01

Owner (of Property): LINARES FAYE FARMS LLC

Mailing Address: 266 WATERTOWN RD MORRIS CT 06074 Phone Number: 860-620-3947

Cell Number: 860-620-3947 Email Address: core23llc@gmail.com

The undersigned hereby makes application for a zoning permit under the provisions of the Morris Zoning Regulations of the Town of Morris, Connecticut.

Owner's Signature 

Date 12/12/25

CATEGORY OF APPLICATION

A: Application is made for one or more of the following:

- use of land
- change of use of existing building or structure
- proposed building or structure and use thereof
- sign
- certificate for a lawful nonconformity

B: The proposal involves one of more of the following under the requirements of the Zoning Regulations:

- outside storage area
- landscaping
- parking area
- driveway access
- loading space
- flood plain district (see Sec. 53)
- on-site sewerage and/or water supply

C: The proposal is authorized by the Regulations (under one or more of the following):

- as a matter of right in the appropriate district
- subject to approval of a SITE PLAN (see Sec. 51)
- subject to approval of a SPECIAL EXCEPTION (see Sec. 52)
- as an extension of use _____ excavation and grading (see Sec. 64)
- subject to Certificate of Approval of Location from Zoning Board of Appeals
- other: SUBDIVISION PLAN

Location/Address of Property: LINARES FAYE FARMS, VOL 122, PG 466 MORRIS, CT

Map: 5

Block: 780

Lot: 266

The lot has frontage of 175 (feet) on one or more of the following:

state highway
 accepted town road
 in a filed subdivision approved by the Planning Commission with a completion bond in effect
 in a filed subdivision approved by the Planning Commission with no completion bond in effect
 other, please describe SUBDIVISION

Zoning District: R-60 Existing Use of Property/Structure: RESIDENTIAL AND CANNABIS FARM

Area of Lot: 58.50 AC

Purpose of Proposed Building/Use Is: RE SUBDIVISION AND ACCESS EASEMENT PLAN

EXISTING STRUCTURES:

There are / are not (circle one) existing buildings and structures on the lot as indicated below:

(if there are more than 3 existing structures, please provide this information for all additional structures on a separate sheet of paper and attach to this application.)

Structure 1: Type/Use HOUSE Ground Coverage 1282 SF Total Floor Area 2902 SF

No. of Stories: 1 Height: _____

Attached Structures: (Deck, Etc.) Yes Y NO NO Ground Coverage(Footprint) 120 SF

Structure 2: Type/Use MILK HOUSE Ground Coverage 753 SF Total Floor Area 753 SF

No. of Stories: 1 Height: _____

Attached Structures: (Deck, Etc.) Yes NO NO Ground Coverage(Footprint) N/A

Structure 3: Type/Use SHED Ground Coverage 513 SF Total Floor Area 513 SF

No. of Stories: 1 Height: _____

Attached Structures: (Deck, Etc.) Yes NO NO Ground Coverage(Footprint) N/A

PROPOSED STRUCTURES:

The proposed buildings and structures on the lot as indicated below:

(If there are more than 3 proposed structures, please provide this information for all additional structures on a separate sheet of paper and attach to this application.)

Structure 1: Type/Use N/A Ground Coverage N/A Total Floor Area N/A

No. of Stories: _____ Height: _____

Attached Structures: (Deck, Etc.) Yes NO Ground Coverage(Footprint) _____

Proposed Use (Cite Appropriate Paragraph #): _____

Description: _____

Type/Use: _____

Structure 2: Type/Use _____ Ground Coverage _____ Total Floor Area _____

No. of Stories: _____ Height: _____

Attached Structures: (Deck, Etc.) Yes NO Ground Coverage(Footprint) _____

Proposed Use (Cite Appropriate Paragraph #): _____

Description: _____

Type/Use: _____

Structure 3: Type/Use _____ Ground Coverage _____ Total Floor Area _____

No. of Stories: _____ Height: _____

Attached Structures: (Deck, Etc.) Yes NO Ground Coverage(Footprint) _____

Proposed Use (Cite Appropriate Paragraph #): _____

Description: _____

Type/Use: _____

ADDITIONAL DATA

This application is accompanied by one or more of the following as required by the Zoning Regulations.

Plan Drawing (entitled: SUBDIVISION PLAN)

Site Plan

Application for Special Exception Use

Application for Excavation and Grading

Application for Certificate of Approval of Location

I hereby agree to conform to all requirements of the Laws of the State of Connecticut and the Ordinances and Zoning Regulations of the Town of Morris, and to notify the Zoning Officer and the Commission of any alteration in the plans for which this Zoning Permit is being sought.

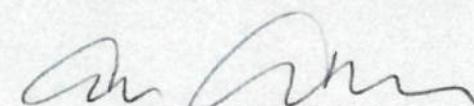
I furthermore agree the above described structure/use is to be located at the proper distance from all street lines as required by the Zoning Regulations or any other applicable local and state ordinances and regulations. It is also understood that the proposed structure/use, upon completion, will be used in compliance with the Zoning Regulations of the Town of Morris.

I hereby apply for Certificate of Use and Compliance for the use of the property as described in the above application. I also understand that the structure/use cannot be used or occupied until a Certificate of Occupancy has been issued by the Morris Building Official.

Furthermore, I hereby note that it is the responsibility of the applicant to notify the Zoning Officer and Commission and arrange an on-site inspection as soon as the foundation is poured for the site plan and placement verification. This notification must take place prior to any construction or framing activity on the foundation.

The undersigned states that he is aware of the applicable provisions of the Zoning Regulations of the Town of Morris, including but not limited to requirements pertaining to performance standards (sec. 61), signs (sec. 63), off-street parking and loading (sec. 62) and earth removal (sec. 64), that if the proposal is authorized under a special exception, site plan, or other action of the Zoning Commission or Zoning Board of Appeals he is aware of any applicable conditions, limitations and stipulations and that approval of this application or issuance of a certificate shall not be considered to constitute compliance with any other regulations, ordinance, or law nor relieve the undersigned from responsibility to obtain any permit thereunder.

12/12/25
date


applicant's signature

date

authorized agent for applicant

This application was received by the Zoning Office on 11-29-25 by Seton Adili.

This application was:

approved
 denied

by the:

Zoning Enforcement Officer
 Planning and Zoning Commission (Meeting Date: _____)

Explanation: _____

If your Zoning Permit application has been denied by the Zoning Enforcement Officer or the Zoning Commission, the Connecticut General Statutes provides you with the right to appeal the decision of the Zoning Office to the Morris Zoning Board of Appeals. You have thirty (30) days from the denial date to start the appeals process.



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PHONE: 860.291.8755
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Narrative Statement
Linares Faye Farms Re-Subdivision
266 Watertown Road
Morris, CT
DPI No. 5340.A
December 12, 2025

Introduction

Our Client and Applicant, April Arrasate, is proposing to Re-subdivide the **58.50±** acre parcel located at 266 Watertown Road in Morris Connecticut. The re-subdivision will create three separate lots, Parcel A, B, and C. as described below:

- Parcel A: A **9.17±** acre lot that includes the existing house to remain.
- Parcel B: A **38.25±** acre non-building lot surrounding the approved outdoor cannabis growing activities and supporting existing structures that include, two green houses, a shed, and an old milk house to remain.
- Parcel C: A **11.08±** acre non-building lot.

The property is currently owned by Linares Faye Farms. April Arrasate will own Parcel A & C of re-subdivided parcels. Linares Faye Farms will own parcel B.

The property does not fall within the limits of a special flood hazard zone.

For further details, please refer to the plans entitled "Linares Faye Farms ~ Subdivision ~ 266 Watertown Road ~ Morris ~ Map-5-Block 780-Lots 266 prepared by Design Professionals, Inc. and dated October 6, 2025, as amended.

Sanitary Report

The existing house on Parcel A, has three (3) bedrooms and is currently served by a septic system. The existing septic system is proposed to remain. Per Public Health Code Sec 19-13- B100a, a code compliant leaching area for the existing three (3) bedroom house is depicted within the new lot boundaries to show an area where a new leaching field could be installed if the existing system was to fail. The design of the code compliant area was based on design requirements specified in the 2024 On-Site Sewage Disposal Regulations and Technical Standards for Subsurface Sewage Disposal Systems of the Connecticut Public Health Code.

Test pits conducted on 5/22/2023, 12/13/22, and 5/23/23 by Hrica Associates LLC and observed by Robert Smith, former Registered Sanitarian for the Torrington Area Health District were considered for design of the code compliant area. Test pit and percolation test results indicated a receiving soil depth of 18" and a percolation rate of 26.6 Min/In. Review of onsite topography also revealed that the existing slope within the proposed code compliant area was found to be approximately 0.09 ft/ft. With this, the effective leaching area (ELA) for the existing house was determined to be 750 SF and the MLSS for the code compliant area was determined to be 67.5'. The code compliant area considered the use of two (2) 72' rows of 12" x 48" concrete galleries. The 12" x 48" concrete gallery is rated to provide an effective

leaching area of 5.9 SF ELA / LF. With this, the two (2) rows of 72' (144 FT) of 12"x48" concrete galleries provided will provide 849.6 SF of ELA, more than the 750 SF of ELA required.

With 18" receiving soil depth, the code compliant area would be a filled system with the bottom of the proposed leaching field area set approximately at existing grade. All topsoil within 5' of the system will need to be removed and replaced with select fill.

Water Report

The existing house is currently served and will continue to be served by well water. The existing well will continue to be used, but a future well location is shown on the plan, if needed in the future. Both the existing and proposed wells will be more than 75' away from the existing leaching field and depicted code compliant area.

Feel free to contact me if you have any questions.

DESIGN PROFESSIONALS, INC.

Daniel H. Jameson P.E.
Director of Engineering

**MORRIS INLAND WETLANDS COMMISSION
COMMUNITY HALL
MORRIS, CT 06763**

November 18, 2025

Morris Planning and Zoning Commission

Re: subdivision at 266 Watertown Road

At the November meeting this sub-division was discussed:

Application 25-14 from April Arrasate for a 3-Lot subdivision at 266 Watertown Road was considered . The property is Linares Faye Farm. Also submitted was a site plan dated 10-6-2025 by Design Professionals with a title page, the subdivision details, and the septic. Also submitted was a letter from TAHD stating that there is an approved septic plan for Lot A and the existing house. The letter states that Lot C is not a building lot. April Arrasate explained that Lot B (North and South) will remain part of the cannabis operation. She stated that Lot C will remain as is, in fact there will be no changes of use for the property (properties). The activity for Lot B (south) includes access from Route 63, but activity between Lots B use the North access on Anderson Road. It was pointed out that work on the Route 63 access would require wetlands approval, as would work on the farm road that crosses wetlands and a brook. Since there are no activities planned and no building lots proposed, on a motion by Doreen Gagnon, seconded by Clif Wheeler, it was **VOTED** that a jurisdictional ruling only was required that there are no Wetlands concerns with this subdivision. Connie Tolle abstained, all others voted "aye". A letter will be sent to P&Z of our determination.


Michael Doyle, chair



TORRINGTON AREA HEALTH DISTRICT

350 Main Street ♦ Suite A ♦ Torrington, Connecticut 06790

Phone (860) 489-0436 ♦ Fax (860) 496-8243 ♦ E-mail info@tahd.org ♦ Web www.tahd.org

"Promoting Health & Preventing Disease Since 1967"

November 13, 2025

To: Town of Morris
Planning & Zoning Commission

**RE: Linares Faye Farms
266 Watertown Rd
Morris, CT**

Dear Commission Members,

The Torrington Area Health District is in receipt of a land division application for the above reference property prepared by Design Professionals dated 10-6-25. The land division consists of four parcels. Parcel A 9.17 acres which contains an existing three-bedroom home, Parcel B South 38.25 acres, Parcel B North 38.25 acres, and Parcel C 11.08 acres which is deemed an agricultural non-building lot. Deep hole and percolation testing was performed on Parcel A which contains the existing three-bedroom home by Hrica Associates LLC and witnessed by the Torrington Area Health District to establish a code compliant reserve area for the existing three-bedroom home on the 9.17 Acre parcel. A site development plan prepared by Hrica Associates LLC dated 5/25/23 has been submitted to the TAHD for review. No Deep hole testing or percolation testing have been performed on Parcels B north and South at this time. Parcels B North & South will not be considered suitable for subsurface sewage disposal until such tests are performed to prove the parcels can support on-site subsurface sewage disposal systems. Based upon the plans submitted, and soil testing performed, Parcel A has complied with the CT Public Health code by establishing a code compliant reserve area on the parcel. Furthermore, Talarico Septic and Excavating LLC has located and evaluated the existing subsurface sewage disposal system for the existing home on Parcel A. In the event a new sewage disposal system is required for the existing home on Parcel A a detailed plan of design must be submitted for approval prior to the health district issuing a permit to construct. If you have any questions, please contact me at 860 489-0436.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Rubbo".

Robert Rubbo; MPH, R.S.
Director of Health



Morris Planning and Zoning Commission
3 EAST STREET, P.O. BOX 66 • MORRIS, CONNECTICUT 06763
Phone: 860-567-6097 Fax: 860-567-7432

Date: 12/23/2025

Town Clerk
Town of Watertown
61 Echo Lake Road
Watertown, Connecticut 06795

Town Clerk
Town of Bethlehem
36 Main Street South
Bethlehem, Connecticut 06751

RE: Intermunicipal Notice of Subdivision Application and Public Hearing

Property: 266 Watertown Road, Morris, Connecticut

Proposed Action: Three (3) Lot Subdivision

Dear Town Clerk:

Please be advised that an application has been submitted to the Town of Morris Planning & Zoning Commission for a subdivision affecting property located at 266 Watertown Road, Morris, Connecticut.

The applicant proposes a three (3) lot subdivision of the subject property. The property is in proximity to the municipal boundaries of the Town of Watertown and the Town of Bethlehem, and this notice is provided in accordance with Connecticut General Statutes § 8-7d. A public hearing on this application will be held as follows: January 8, 2026 in the Morris Community Hall at 7:00 p.m. The proposed subdivision is anticipated to have minimal impact on either the Town of Watertown or the Town of Bethlehem. The proposal does not include the extension of public utilities into adjoining municipalities, nor is it expected to result in significant intermunicipal impacts related to traffic, drainage, stormwater runoff, or public infrastructure.

Representatives of your municipality are entitled to appear and be heard at the public hearing. Application materials are available for review through the Town of Morris Planning & Zoning Commission.

Should you wish to submit written comments or require additional information please contact Jeton Adili at 860-567-6097 or by email at planningandzoning@morrisct.gov.

Respectfully,

Jeton Adili
Town of Morris
Zoning Enforcement Officer



REFERRAL

FROM: NHCOG

TYPE OF REFERRAL: Subdivision

DATE: Dec 24, 2025

REFERRAL COMMENT BY: Robert A Phillips, AICP - Executive Director

REFERRED BY: T. Adili

STATUTORY RESPONSE WINDOW
(30 days): By **Jan 22, 2026**

MUNICIPALITY: Morris

HEARING DATE: **Jan 8, 2026**

DATE RECEIVED: 12-23-25

DESCRIPTION OF PROPOSAL: The Town of Morris has submitted a proposed 3-lot subdivision adjacent to the Towns of Watertown and Bethlehem.

REGIONAL IMPACT / REVIEW COMMENTS:

NHCOG staff has reviewed your proposed zoning amendments and offers the following for consideration by the Commission:

The staff of the Northwest Hills Council of Governments (NHCOG) finds no apparent conflict with regional plans or policies.

Please note the 30 day referral window to regional planning agencies prior to Public Hearings for zoning and subdivision regulation referrals. POCD referrals have 65 days advance notice.

LINARES FAYE FARMS

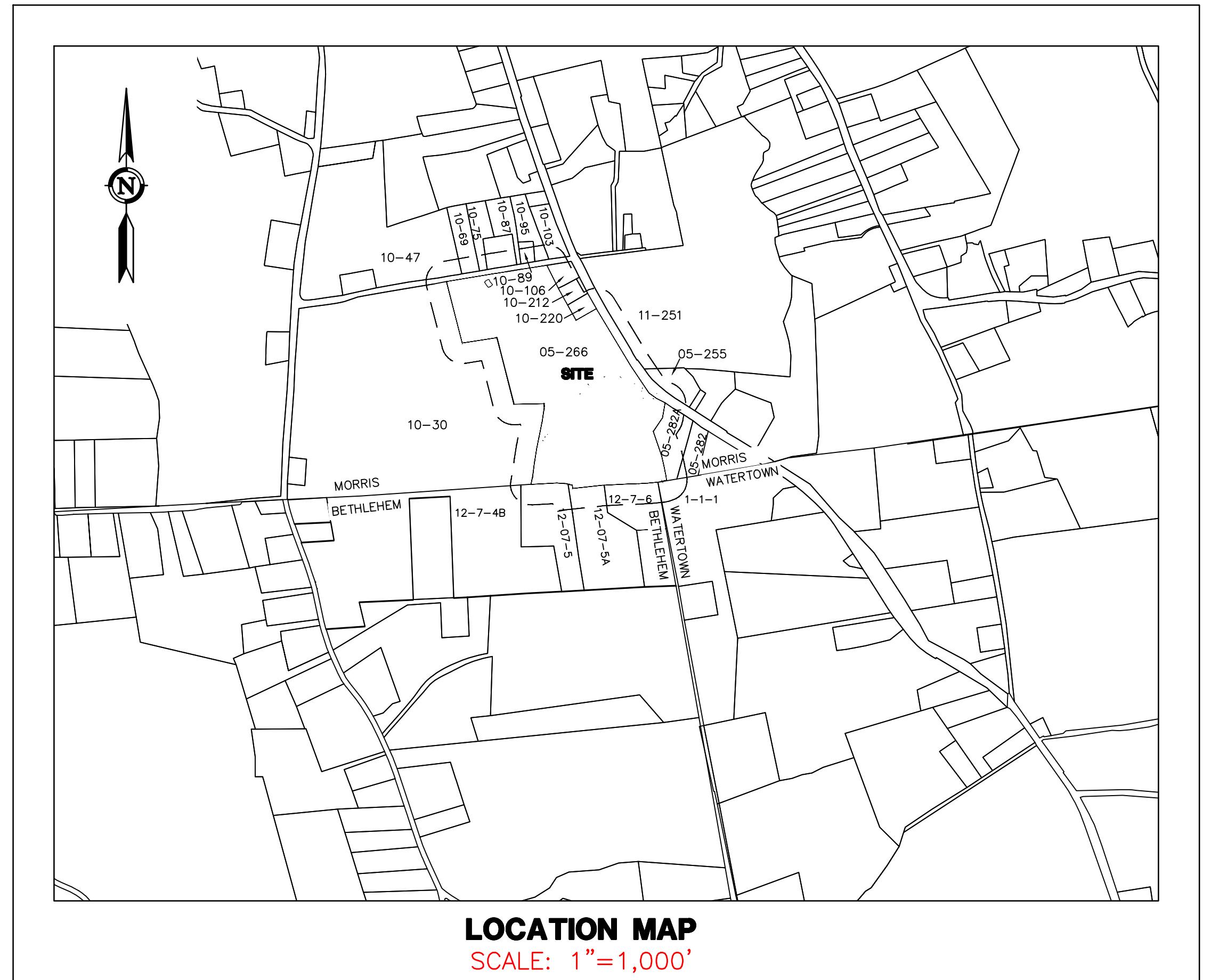
SUBDIVISION

266 WATERTOWN ROAD ~ MORRIS ~ CONNECTICUT

MAP 5 ~ BLOCK 780 ~ LOTS 266

SHEET INDEX		
C-T1	TITLE SHEET	1 of 3
C-SP1	SUBDIVISION PLAN	2 of 3
C-SP2	CODE COMPLAINT SEPTIC AREA PLAN	3 of 3

N/F 200' ABUTTERS		
STREET ADDRESS	OWNER	MAP - BLOCK - LOT
266 WATERTOWN ROAD	LINARES FAYE FARM LLC	5-266
255 WATERTOWN ROAD	MICHAEL PAULONE	5-255
282 WATERTOWN ROAD	CYNTHIA D. & RORY F. HOFFMAN	5-282
30 ANDERSON ROAD	WOODBURY-SOUTHBURY ROD & GUN CLUB INC.	10-30
47 ANDERSON ROAD	WOODBURY-SOUTHBURY ROD & GUN CLUB INC.	10-47
69 ANDERSON ROAD	NICOLE J. DIORIO	10-69
75 ANDERSON ROAD	KIMBERLY DIORIO	10-75
85 ANDERSON ROAD	KENNETH & ELIZABETH KEARNEY	10-85
87 ANDERSON ROAD	RENE & MICHELINE BEDARD	10-87
89 ANDERSON ROAD	ALYSSA MARLA GRIOLI	10-89
95 ANDERSON ROAD	SUSAN SUTTON & MATTHEW J RITTER	10-95
103 ANDERSON ROAD	DENNIS W. BARTONE	10-103
106 ANDERSON ROAD	MARK A FENN	10-106
212 WATERTOWN ROAD	KEVIN & MARILYN M DEROEHN	10-212
220 WATERTOWN ROAD	RICHARD J. & JENNIFER B. MESSENGER	10-220
251 WATERTOWN ROAD	ROBERT J & CHRISTINA M DITULLIO	11-251
0 HARD HILL ROAD N	CARL E. & SUSAN W. MEISTER	12-7-4B
0 HARD HILL ROAD N	WOODBURY-SOUTHBURY ROD & GUN CLUB INC.	12-7-5
0 HARD HILL ROAD N	LINARES FAYE FARMS LLC	12-7-5A
312 WATERTOWN ROAD	310 WATERTOWN RD LLC	12-7-6
2579 LITCHFIELD RD	GARY & AMY SWINGLE	1-1-1



**PRELIMINARY
NOT FOR CONSTRUCTION**
THESE PLANS ARE FOR PLANNING PURPOSES ONLY INTENDED TO SECURE REGULATORY APPROVALS. ONLY FINAL PLANS STAMPED APPROVED BY THE TOWN SHALL BE USED FOR CONSTRUCTION PURPOSES.

GENERAL NOTES:

- THESE PLANS ARE INVALID UNLESS THEY BEAR THE SEAL OR STAMP, AND ORIGINAL SIGNATURE OF THE PROFESSIONAL ENGINEER, LAND SURVEYOR, OR LANDSCAPE ARCHITECT.
- REPRODUCTION TECHNIQUES USED IN THE PRODUCTION OF THIS PLAN CAN STRETCH OR SHRINK THE PAPER. SCALING OF THIS DRAWING MAY BE INACCURATE. CONTACT DPI IF ADDITIONAL INFORMATION IS REQUIRED.
- THESE PLANS AND OTHER ITEMS PREPARED BY DESIGN PROFESSIONALS, INC. (DPI) ARE INSTRUMENTS OF SERVICE AND REMAIN ITS PROPERTY. THE USE OF THESE ITEMS BY DPI'S CLIENT IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT BETWEEN CLIENT AND DPI. REPRODUCTION AND/OR USE OF THESE ITEMS BY OTHERS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF DPI.

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LAND SURVEYOR:

JOSEPH W. WHYNOTT L.S. #70196
KENT & NORTH CANAAN, CT
860-307-9450
jwwhynottsurveying@gmail.com

PROPERTY OWNER:
LINARES FAYE FARMS,
VOL. 122,
PG 466 MORRIS, CT

APPLICANT:
APRIL ARRASATE,
266 WATERTOWN ROAD
MORRIS, CONNECTICUT

ZONING TABLE		
ZONE: RURAL RESIDENTIAL (R60)		
PARCEL A	ITEM	REQUIRED/ ALLOWED
MINIMUM LOT AREA	60,000 SF	396,396 SF± (9.10 AC±)
MINIMUM SETBACK—PRINCIPAL BUILDING FROM STREET LINE	35'	352.7'
MINIMUM SETBACK—PRINCIPAL BUILDING FROM ALL OTHER PROPERTY LINES	30'	44.9'
MINIMUM SETBACK FOR ALL DETACHED STRUCTURES FROM THE STREET LINE	50'	N/A
MINIMUM SETBACK FOR ALL DETACHED STRUCTURES FROM ALL OTHER PROPERTY LINES	20'	N/A
MAXIMUM COVERAGE BY BUILDING AND STRUCTURES	15%	0.35%
TOTAL IMPERVIOUS COVERAGE	30%	0.64%

ZONING TABLE		
ZONE: RURAL RESIDENTIAL (R60)		
PARCEL B	ITEM	REQUIRED/ ALLOWED
MINIMUM LOT AREA	60,000 SF	1,668,348 SF (36.30 AC±)
MINIMUM SETBACK—PRINCIPAL BUILDING FROM ALL OTHER PROPERTY LINES	30'	57.5
MAXIMUM PROJECTION OF STRUCTURE INTO SETBACK AREA	3'	18.3*
MINIMUM SETBACK FOR ALL DETACHED STRUCTURE FROM THE STREET LINE	50'	17.9*
MINIMUM SETBACK FOR ALL DETACHED STRUCTURE FROM ALL OTHER PROPERTY LINES	20'	1.9*
MAXIMUM COVERAGE BY BUILDING AND STRUCTURES	15%	0.33%
TOTAL IMPERVIOUS COVERAGE	30%	0.57%

ZONING TABLE		
ZONE: RURAL RESIDENTIAL (R60)		
PARCEL C	ITEM	REQUIRED/ ALLOWED
MINIMUM LOT AREA	60,000 SF	484,387 SF± (11.12 AC±)
MINIMUM SETBACK—PRINCIPAL BUILDING FROM ALL OTHER PROPERTY LINES	175'	N/A
MAXIMUM PROJECTION OF STRUCTURE INTO SETBACK AREA	200'	N/A
MINIMUM SETBACK FOR ALL DETACHED STRUCTURE FROM THE STREET LINE	50'	N/A
MAXIMUM COVERAGE BY BUILDING AND STRUCTURES	20'	N/A
TOTAL IMPERVIOUS COVERAGE	50'	N/A

NOTE:
• EXISTING NON-COMPLIANCE TO REMAIN

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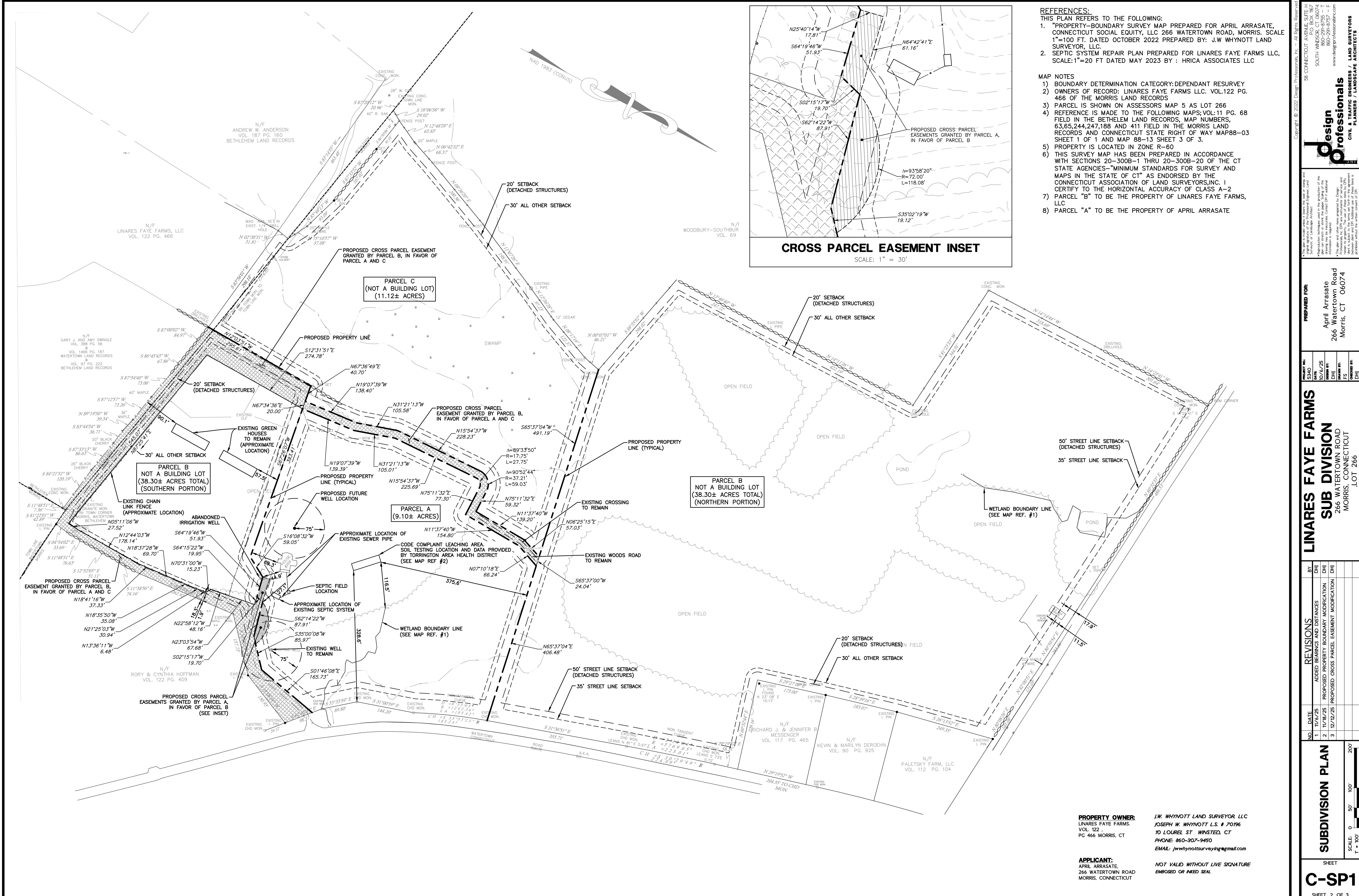
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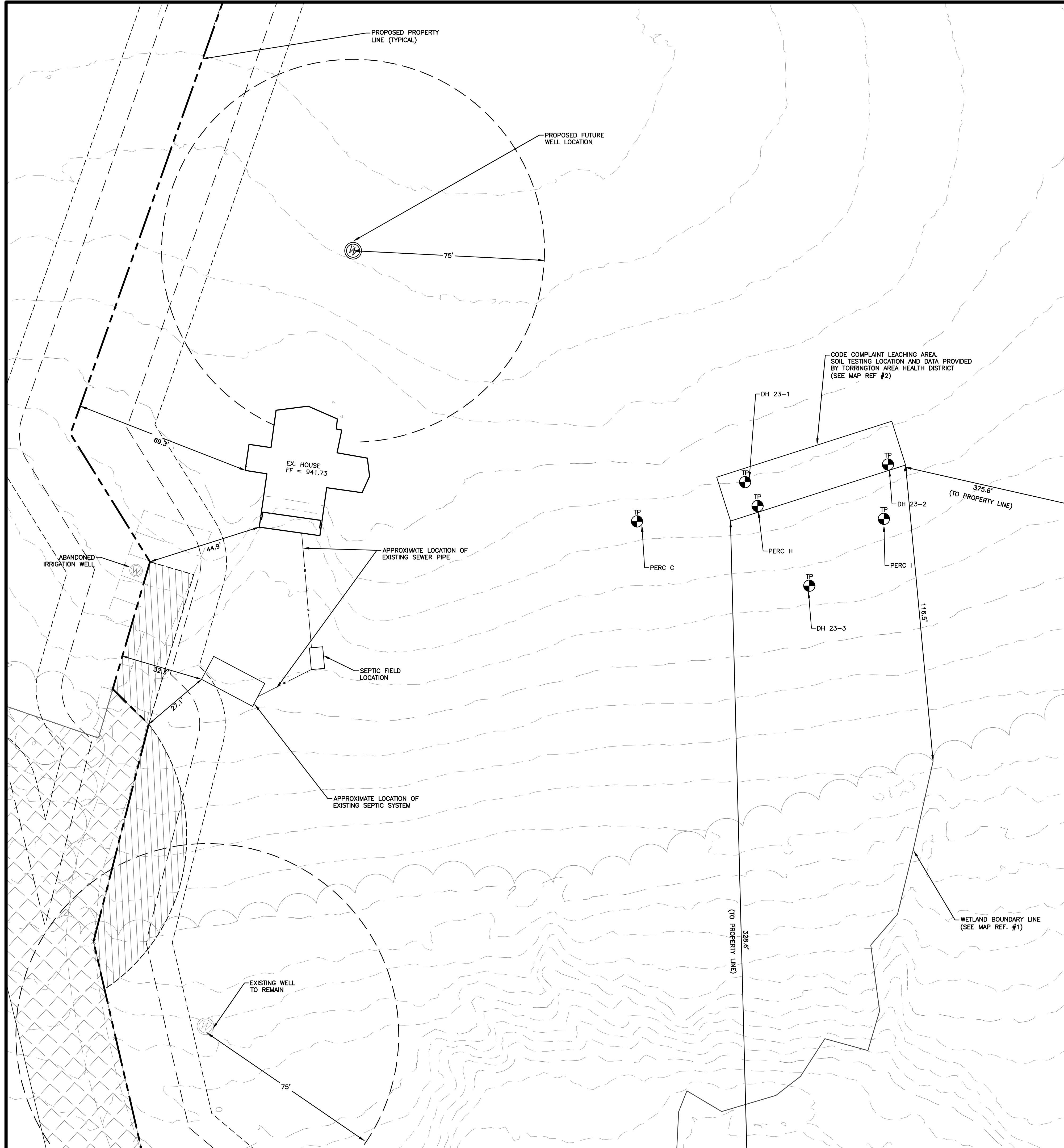
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CIVIL & TRAFFIC ENGINEERS / LAND SURVEYORS
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C-T1
SHEET 1 OF 3

REVISIONS	1 11/6/25	ADDED BEARINGS AND DISTANCES	DH
	2 11/18/25	PROPOSED PROPERTY BOUNDARY MODIFICATION	DH
	3 12/12/25	PROPOSED CROSS PARCEL EASEMENT MODIFICATION	DH
PROJECT NO. 5340			
TITLE SHEET			
SUB DIVISION			
266 WATERTOWN ROAD			
MORRIS, CONNECTICUT			
LOT 266			
DPI			





DEEP HOLE AND PERCOLATION TEST RESULTS:	
TEST PIT DATA: WITNESSED BY: ROBERT SMITH TORRINGTON AREA HEALTH DISTRICT AND Hrica Associates LLC	
TEST DATE: 5/22/2023	
Test Pit: 23-1 Depth: 84 0-10" TOP SOIL 10-20" ORANGE BROWN FINE SANDY LOAM 20-84" GRAY COMPACT Mottles: 20" Water: 33" Ledge: NONE	
Test Pit: 23-2 Depth: 100" 0-11" TOP SOIL 11-18" ORANGE BROWN FINE SANDY LOAM 18-100" GRAY COMPACT Mottles: 18" Water: NONE Ledge: NONE	
Test Pit: 23-3 Depth: 83" 0-11" TOP SOIL 11-20" ORANGE BROWN FINE SANDY LOAM 20-83" GRAY COMPACT Mottles: 20" Water: 33" Ledge: NONE	
PERCOLATION TEST CONDUCTED BY: Hrica Associates LLC.	
TEST DATE: 12/13/22	
Perc: C Depth: 18" Presoak: 1.5 HR Time: 0 1 1/2 8.00 10 2 3/4 15.33 20 3 1/2 13.33 30 4 1/4 13.33 40 5 1/2 20.00 50 6 1/4 20.00 60 6 5/8 20.00	
Perc Rate: 1" IN 20 MIN	
TEST DATE: 5/23/23.	
Perc: H Depth: 18" Presoak: 24 HR Time: 0 4 1/8 26.67 10 4 1/2 26.67 20 4 7/8 26.67 30 5 1/4 26.67 40 5 7/8 16.00 50 6 1/4 26.67 60 6 5/8 26.67 Perc Rate: 1" IN 26.67 MIN	
Perc: I Depth: 18" Presoak: 24 HR Time: 0 4 1/2 13.33 10 5 1/4 26.67 20 5 5/8 26.67 30 6 1/4 26.67 40 6 1/8 80.00 50 6 3/8 40.00 60 6 5/8 40.00 Perc Rate: 1" IN 40 MIN	

CODE COMPLIANT AREA DESIGN

PROPOSED USAGE:
3 BEDROOM SINGLE FAMILY HOUSE
DESIGN PERCOLATION RATE:
20.1 TO 30.0 MINUTES/INCH (26.6 MIN/INCH)
REQUIRED EFFECTIVE LEACHING AREA:
750 SF

DESIGN:
2-72" ROWS OF 12" x 48" CONCRETE GALLERIES.

LEACHING AREA PROVIDED:
2 x 72" x 5.8 SF/LF = 849.6 SF > 750 SF

MINIMUM LEACHING SYSTEM SPREAD CALCULATION (MLSS)
*RESTRICTIVE LAYER FOR THE SITE WAS DETERMINED TO BE
18" BELOW EXISTING GRADE PER TP 23-2.

HF: 30 [SLOPE=0.00 FT/FT & RECEIVING SOIL DEPTH = 18"]
FF: 1.5 (3 BEDROOM SINGLE FAMILY)
PF: 1.5 (20.1 - 30.0 MIN/INCH PERC RATE)
MLSS= HF x FF x PF = 67.5±FT (144 FT PROVIDED)

LINARES FAYE FARMS		SUB DIVISION	
PROJECT NO.	PREPARED FOR:	DATE	APPLICANT:
5340		10/6/25	April Arrasate
			266 Watertown Road
			Morris, CT 06074
			LOT 266
			DH

MAP NOTES

- 1) BOUNDARY DETERMINATION CATEGORY: DEPENDANT RESURVEY
- 2) OWNERS OF RECORD: LINARES FAYE FARMS LLC. VOL.122 PG. 466 OF THE MORRIS LAND RECORDS
- 3) PARCEL IS SHOWN ON ASSESSORS MAP 5 AS LOT 266
- 4) REFERENCE IS MADE TO THE FOLLOWING MAPS; VOL.11 PG. 68 FIELD IN THE BETHELEM LAND RECORDS, MAP NUMBERS, 63,65,244,247,188 AND 411 FIELD IN THE MORRIS LAND RECORDS AND CONNECTICUT STATE RIGHT OF WAY MAP88-03 SHEET 1 OF 1 AND MAP 88-13 SHEET 3 OF 3.
- 5) PROPERTY IS LOCATED IN ZONE R-60
- 6) THIS SURVEY MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THRU 20-300B-20 OF THE CT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEY AND MAPS IN THE STATE OF CT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. I CERTIFY TO THE HORIZONTAL ACCURACY OF CLASS A-2
- 7) PARCEL "B" TO BE THE PROPERTY OF LINARES FAYE FARMS, LLC
- 8) PARCEL "A" TO BE THE PROPERTY OF APRIL ARRASATE

PROPERTY OWNER:
LINARES FAYE FARMS,
VOL. 122,
PG. 466 MORRIS, CT

APPLICANT:
APRIL ARRASATE,
266 WATERTOWN ROAD
MORRIS, CONNECTICUT

SCALE: 0 10 20 40
1" = 20'

C-SP2
SHEET 3 OF 3

Carlton Fields

Memorandum

To: April Arrasate; Design Professionals, Inc.

From: John C. Pitblado

Date: December 1, 2025

Re: Court-approved partition plan settlement 266 Watertown Road, Morris, CT

This memorandum summarizes the pending litigation relating to the property located at 266 Watertown Road, Morris, CT (the “Property”), and the court-approved settlement between the parties, in the case captioned *Arrasate v. Linares Faye Farms, LLC et al.*, LLI-CV-23-6035109-S (Conn. Super. Ct. J.D. of Litchfield at Torrington) (the “Lawsuit”). The Lawsuit entails Ms. Arrasate’s claims under the parties’ Assignment and Assumption agreement, as amended, executed in 2022; and the Defendants’ denial of those claims. The settlement agreement discussed herein resolves the Parties’ contested claims, upon Town zoning approval of the partition plan. This memorandum describes relevant background of the Property’s original zoning for cannabis production in 2022, the Lawsuit, and the provisional court-approved settlement and partition plan.

The Property has been zoned for outdoor cannabis production since June 22, 2022, as a Special Exception use, as set forth in the attached June 22, 2022 Zoning Compliance approval letter from Morris Zoning Enforcement Officer Tony Adili (**Exhibit A**), and as informed by the Proposed Use memorandum of Attorney Steven Byrne, dated May 17, 2022 (**Exhibit B**). Since its approval, the Property has been used for outdoor cannabis production, and will continue to be so used.

The Property is currently owned by Linares Faye Farms, LLC (“LFF”), and application is now made to subdivide the Property into three parcels – Parcels A, B, and C – as set forth in the accompanying A2 survey. After partition, LFF will own Parcel B, where it plans to continue its current cannabis production operations. April Arrasate will own Parcels A and C.

The partition plan is a result of a litigated resolution overseen by the Connecticut Superior Court, in courtside mediation between the parties in the Lawsuit. A copy of the parties’ March 12, 2025 settlement agreement establishing the partition plan is attached hereto as **Exhibit C**. A copy of the transcript of the public hearing on January 7, 2025 at the Torrington Superior Court, detailing the contours of the Court-approved settlement, is attached as **Exhibit D**.

The Court’s approval of the parties’ settlement was informed in part by the January 5, 2025 opinion letter of Steven Byrne (which was reviewed by the Court, and LFF during the parties’ mediation), which states in pertinent part as follows:

On or about March 3, 2023, the Town of Morris adopted an ordinance which provided in part that “All types of cannabis establishments as defined by C.G.S.

Sec. 21a-420(4) ... shall be prohibited within the Town of Morris except as lawfully and previously approved by the Town." The term cannabis establishment includes cultivators of cannabis. By its very terms, the ordinance does not affect the continuing zoning approval of this property for cannabis cultivation.

Effect of Partition

Due to the town ordinance prohibiting all cannabis establishments in Morris accept those already legally in existence, the cannabis cultivation taking place at 266 Watertown Road is considered a nonconforming use. Connecticut General Statutes Sec. 8-2(d)(4)(A) states that a zoning ordinance cannot "[p]rohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations; (B) require a special permit or special exception for any such continuance; (C) provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use; or (D) terminate or deem abandoned a nonconforming use, building or structure unless the property owner of such use, building or structure voluntarily discontinues such use, building or structure and such discontinuance is accompanied by an intent to not reestablish such use, building or structure."

A nonconforming use is defined in Sec. 10 of the Morris zoning regulations as "a use of a lot, building or structure which has legally existed since before the adoption of these regulations or any amendment thereto." Once a nonconforming use is established, the only way it can be lost is through abandonment. The sale of the property will not destroy the right to continue the nonconforming use. *Petrucci v. Zoning Board of Appeals*, 176 Conn. 479, 483-84, 408 A.2d 243 (1979).

Conclusion

The approval for cannabis cultivation applied to the entirety of 266 Watertown Road. The division of the property and transfer of a portion of it to a new owner would not jeopardize the nonconforming status of the property for cannabis cultivation as the only way this status can be lost is if the use were abandoned. A fair reading of Connecticut General Statutes Sec. 8-2(d)(4)(A) is that nonconforming uses have strong legal protections for their continuation and the division of a parcel land with the intent to sell does not affect this legal status.

In addition, Ms. Arrasate disclosed Attorney Byrne as a zoning expert in the Lawsuit, including a summary of his expert opinion that:

[B]ecause the Property is already zoned for cannabis production based on similar use analysis already previously approved for commercial agriculture, that the subdivided Carve-out Property would maintain its current zoning status, as the Carve-

out Property contains the same mixed-use residential/commercial agricultural characteristics as the larger property from which it is to be partitioned.

A copy of the as-filed expert disclosure of Steve Byrne in the Lawsuit is attached as **Exhibit E**.

EXHIBIT A



Morris Planning and Zoning Commission
3 EAST STREET, P.O. BOX 66 • MORRIS, CONNECTICUT 06763
Phone: 860-567-6097 Fax: 860-567-7432

June 22nd, 2022
April Arrasate
151 Talcott Notch Rd
Farmington CT, 06032
Re: 266 Watertown Rd

To the whom it may concern:

It has come to my attention that April Arrasate seeks a letter of Zoning Compliance as a preliminary step to receiving a Social Equity License for the cultivation of Adult Recreational Cannabis from the CT Department of Consumer Protection. Based on the current zoning regulations of the Town of Morris, her preliminary proposal complies.

It shall be noted that the Town of Morris Planning and Zoning Commission is in the process of updating its regulations to address and allow for the production of Adult Recreational Cannabis in specific zones within Town. The amended regulations will allow for cultivation of Adult Recreational Cannabis in the zone (Residential-60) where Ms. Arrasate is proposing her operation as a Special Exception Use.

Sincerely,

Detra Aditi

Tony Adili, ZEO

EXHIBIT B

ATTORNEY STEVEN E. BYRNE

2B Farmington Commons, 790 Farmington Ave., Farmington, CT 06032
(860) 677-7355 (860) 677-5262 fax attysbyrne@gmail.com

MEMORANDUM

TO: Attorney April Arrasate
FROM: Attorney Steven E. Byrne
DATE: May 2, 2022
RE: Core Cult LLC – Proposed Cannabis Cultivation Facility

Amended May 17, 2022

I have reviewed your draft letter to the Morris Zoning Enforcement Officer wherein you request a Certificate of Zoning Compliance for a proposed Cannabis Cultivation Facility on behalf of Core Cult LLC. According to your letter, this facility would be located on property located within a commercial zoning district. The basis for your request for a certificate of zoning compliance is that the proposed facility is a permitted use in the commercial district under the Morris zoning regulations and Public Act 21-1.

Public Act 21-1 became effective July 1, 2021. This state legislation legalized, under state law, cannabis establishments which includes a cultivator and producer of cannabis. This law further provides that if a municipality fails to adopt a regulation on cannabis, the use is to be treated the same as any similar use. To my knowledge, Morris has not adopted a zoning regulation applicable to cannabis.

In your draft letter, you state that Core Cult LLC wants to establish a cannabis cultivation facility. This term is not defined in the relevant public acts or state statutes. Public Act 21-1 Sec. 148 defines a cannabis establishment but not a cannabis cultivation facility. However, the term cannabis establishment is broadly defined to include a cultivator, producer, packager and delivery service so it likely includes a cannabis cultivation facility. An on-line search of cannabis cultivation facility reveals that it can resemble a greenhouse that contains a growing area as well as drying, preparation, storage and packaging areas.

Because the Morris regulations do not address cannabis establishments, your proposal would be treated as a similar use. Any application filed by you on behalf of Core Cult LLC would need to show that the proposed facility is similar to one of the uses allowed in a commercial zone. It can be argued that your proposed use involves the raising of an agricultural product and thus a similar use would be farming.

Both the CA and CB commercial districts permit farms including greenhouses and nurseries. Sec. 3 of the zoning regulations provides that “no building or other structure ... shall be constructed, reconstructed, enlarged, extended moved or structurally altered ... until a Zoning Permit has been approved by the zoning enforcement officer.” It goes on to add that no zoning permit or certificate of zoning compliance is needed for a farm use where no building or other structure is involved.

ATTORNEY STEVEN E. BYRNE

2B Farmington Commons, 790 Farmington Ave., Farmington, CT 06032
(860) 677-7355 (860) 677-5262 fax attysbyrne@gmail.com

Sec. 51 of the zoning regulations is entitled “Standards and Requirements for Site Plans” and states that “In the CA, CB, LCD, LRD and LI-80 zoning districts, all applications for a zoning permit shall require submission of a site plan”. If the proposed cannabis cultivation facility will involve a building or other structure, then a zoning permit application is needed as well as a site plan application.

If no buildings or structures are to be constructed, reconstructed, enlarged, extended moved or structurally altered, then a farm use is allowed as of right and no zoning permit is required. However, if the application would include such activity, then a zoning permit is needed. Since the property is located within a commercial district, a site plan application would also be required.

Once an application is filed, the regulations in effect as of that date control and future amendments would not apply. If the regulations are later amended to include a cannabis regulation, this use would be nonconforming as to that amendment.

Lastly, under the Morris zoning regulations, a certificate of zoning compliance is issued in connection with a building permit – it is not a preliminary approval.

In conclusion, it is reasonable to presume that a similar use for your proposed facility is a farm. However, a final determination is within the sole authority of the Morris Planning and Zoning Commission and it can only be made after a full review of your application. In my opinion, a site plan application is needed as your proposed use likely will involve the construction of buildings and other structures.

May 17, 2022 Amendment

Since this memorandum was sent to you, you have asked whether the legal opinion set forth therein would apply to a parcel of property located within a residential zone. In response I can state that it does. The original opinion applied to commercial zones. Both the CA and CB districts allow those uses permitted in residential districts. My legal opinion as to whether your proposed use would be allowed in one of these commercial districts was based upon the fact that your proposed use could be allowed in a residential district.

EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and between April Arrasate (“Arrasate” or “Plaintiff”), on the one hand, and Linares Faye Farms, LLC (“LFF”), Connecticut Social Equity LLC (“CSE”) Connecticut Social Equity Holding, LLC (d/b/a Linares Faye Capital Holdings, LLC), Luis Linares, Arthur Linares, and Brian Faye (“Defendants”), on the other hand. Together, Plaintiff and Defendants may be referred to as the “Parties.”

RECITALS

WHEREAS, Arrasate and LFF are parties to a certain Assignment and Assumption Agreement, as amended (the “AA Agreement”), and a Lease agreement, as amended (the “Lease”);

WHEREAS, Luis Linares, Arthur Linares, and Brian Faye are principals of LFF and authorized to act on its behalf;

WHEREAS, the AA Agreement provided for Arrasate to assign to LFF the purchase rights of a certain property with acreage in Morris, Connecticut and Bethlehem, Connecticut, and located at 266 Watertown Road, Morris, Connecticut (the “Property”);

WHEREAS, Plaintiff alleges that the AA Agreement provided for partition and sale (for \$1.00) of a portion of the Property (the “Carve-out Property”) to Arrasate, in exchange for Arrasate’s assignment of the purchase rights to the Property to LFF, and upon LFF’s purchase of the Property;

WHEREAS, LFF purchased the Property, which was zoned for cannabis production under Connecticut’s Responsible and Equitable Regulation of Adult-Use Cannabis Act (“RERACA”), and which LFF leases to an affiliated entity with a production license under RERACA, pursuant to which cannabis production began on the Property, and which continues and is expected to continue in the future;

WHEREAS, pursuant to the AA Agreement and Lease, Arrasate currently leases the Carve-out Property, where she resides, until such time as partition and sale of the Carve-out Property to Arrasate is completed;

WHEREAS, a dispute arose between the Parties as to their respective rights and obligations under the AA Agreement and Lease;

WHEREAS, Arrasate filed suit in the Connecticut Superior Court against Defendants, which suit is currently pending, and is styled *Arrasate v. Linares Faye Farms, LLC*, No. LLI-CV23-6035109-S (Conn. Super. Ct.) (J.D. of Litchfield) (the “Lawsuit”);

WHEREAS, by this Agreement, the Parties intend to compromise, settle and adjust fully and finally, all disputes which now or hereafter may exist arising out of, based upon, attributable to, or in any way involving or relating to the claims alleged in the Lawsuit (with specific exceptions noted below relating to a certain consulting agreement and a certain IP agreement);

WHEREAS, the Parties each understand that the rights and obligations of the Parties specified herein are each separate material rights and obligations under this Agreement, and that they would not have entered into this Agreement without the specific promises of the other Party to perform such obligations. The failure by a Party to perform any of the obligations or to abide by any of the rights owing to the other Party specified herein, would constitute a material breach of this Agreement, thereby giving rise to the right of the other Party to compel the specific performance of the breaching Party to cure the breach and conform with the requirements of this Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. **Settlement Amount:** Within five (5) days of LFF's receipt of (i) this Agreement fully executed by the Parties, and (ii) instructions for payment, LFF shall pay to Arrasate \$5,000.00 USD (Five Thousand Dollars) (the "Initial Payment"). Within ten (10) days of partition of the Carve-out Property and transfer of ownership rights therein to Arrasate, LFF shall pay to Arrasate an additional \$80,000.00 USD (Eighty Thousand Dollars) (the "Final Payment"), for a total settlement payment of \$85,000.00 by LFF to Arrasate (the "Settlement Amount"). As set forth below, should (a) partition and sale to Arrasate be denied by the local zoning board; (b) should the local zoning board or Department of Consumer Protection determine that the portion of the Property to be retained by LFF after partition (the "Remaining Property") would fail to maintain status as zoned for commercial cannabis operations under RERACA as a result of partition; or (c) should the Department of Consumer Protection determine that the RERACA licensure of CSE be rendered ineffective for commercial cannabis production on the Property as a result of partition; LFF agrees that it shall forfeit the Initial Payment, and the Final Payment will no longer be due and payable, in addition to other consequences as set forth below.

2. **Release:** Upon the Parties' receipt of this fully executed Agreement, partition and sale of the Carve-out Property to Arrasate, fulfilment of the mutual promises and conditions below, and receipt by Arrasate of the Initial Payment and Final Payment described in paragraph one above, Arrasate does hereby release, acquit and forever discharge Defendants and its/their predecessors, parents, subsidiaries, affiliated companies, representatives, successors-in-interest, insurers, reinsurers, and its/their shareholders, directors, members, principals, executive directors, officers, employees, and agents (collectively, the "Releasees"), from any and all claims, demands, actions, causes of action, suits, judgments, debts, obligations, rights, liabilities, losses, costs and expenses of any kind, character or nature whatsoever, whether contractual or extra-contractual (including but not limited to any and all claims alleging recklessness, "bad faith," breach of the duty of good faith and fair dealing, unfair trade practices, interference with business relations, negligence,

inflictions of emotional distress, or any other alleged wrongdoing or breach of duty), in tort, contract, or otherwise, common law or statutory, known or unknown, fixed or contingent, foreseen or unforeseen, asserted or alleged or which were or could have been asserted or alleged in the Lawsuit, which Arrasate as Releasor has, may have, or claim to have against the Defendants/Releasees, arising out of, based upon, attributable to, or in any way involving or relating in any way to (i) the AA Agreement, (ii) the Lease, and/or (iii) the Lawsuit.

The general release provided for in this paragraph is subject to the following explicit exceptions: The Parties acknowledge and agree that any disputes arising from a certain consulting agreement, allegedly entered into between Connecticut Social Equity, LLC and Core Consulting, LLC (the “Consulting Agreement”), and/or any disputes arising from a certain intellectual property licensing agreement allegedly entered into between Connecticut Social Equity, LLC and Core IP, LLC (the “IP Agreement”) are not subject to the general release described in this paragraph, and the Parties may pursue their respective rights, obligations, and defenses under those agreements as necessary, including, but not limited to, litigation of disputes arising under those agreements.

3. Conditional Settlement and Withdrawal

The Parties understand and agree that, (a) partition and sale to Arrasate be denied by the local zoning board; (b) should the local zoning board or Department of Consumer Protection determine that the portion of the Property to be retained by LFF after partition (the “Remaining Property”) would fail to maintain status as zoned for commercial cannabis operations under RERACA as a result of partition; or (c) should the Department of Consumer Protection determine that the RERACA licensure of CSE be rendered ineffective for commercial cannabis production on the Property as a result of partition, the Parties agree that this Settlement Agreement is rendered null and void, any pending zoning application will be withdrawn, and the Parties’ respective rights and obligations shall be restored as if no Settlement Agreement had been entered into or made (other than LFF’s forfeiture of the \$5,000 Initial Payment as set forth above). In

that case, the Lawsuit, which is currently stayed, will not be withdrawn, and may be litigated to conclusion.

Upon partition and sale of the Carve-out Property to Arrasate, and receipt by Arrasate of the Final Payment, Arrasate will withdraw the Lawsuit with prejudice.

4. Partition based on Agreed Map. The Parties agree that partition shall be undertaken according to the boundaries, borders, and terms as set forth in the proposed map attached hereto as **Exhibit A** (which is the same PDF map that was sent via email from Plaintiff's counsel to Defendant's counsel on December 18, 2024 for the purpose of settlement, and which is subject to all applicable mediation privileges and confidentiality protections for settlement communications, and shall not be used for any purpose in the Lawsuit, should this Agreement become null and void). The Parties agree that, to the extent an A2 survey is required to effect partition, that the A2 survey will conform to the map attached hereto as Exhibit A within a reasonable degree of surveying/engineering certainty. For the avoidance of doubt, the map attached as Exhibit A shall be construed, and an A2 survey drawn so as to provide sufficient space for an 18 wheeler tractor trailer to access the Remaining Property through the existing gate, utilizing the parking area and shared driveway, and so as not to create need to encroach on the Carve-out Property.

5. Costs and Administration of Partition and Sale of the Carve-out Property.

Other than the Defendants' \$5,000 Initial Payment above, and each of the Parties' payment of their own attorneys' fees for counsel of record in the Lawsuit (Carlton Fields, P.A. P.C. for Plaintiff, and Pullman & Comley, LLC for Defendants), the Parties agree that the costs and administrative responsibilities of effecting partition and sale of the Carve-out Property herein, including costs of zoning approval and surveying, shall be borne solely by Arrasate.

While Arrasate agrees to undertake administrative responsibility and costs of partition and zoning approval, LFF agrees to undertake reasonable and timely efforts to cooperate and assist in

the partition/zoning approval process as necessary, as a result of LFF's status as owner of the Property, such as timely execution of documentation (or authorizing Arrasate to execute documents on the Parties' behalf), including, but not limited to, a zoning application; and to provide existing property records/documents in LFF's possession or control, that are necessary or helpful to expediting the zoning approval process (*e.g.*, septic plan and deep hole/perk test documentation, prior survey CAD drawings, etc.); and otherwise to not unreasonably withhold necessary information, or delay the partition/zoning approval process.

Defendants agree and affirm that they have not undertaken, and will not undertake, any action, including any lobbying or communications with Town of Morris officials, that would negatively impact partition or undermine zoning authority to grow cannabis on the Carve-out Property..

6. Driveway Repair and Maintenance Costs After Partition

The Parties agree that in the event partition and sale are completed as provided for in this Agreement, and the full settlement amount has been paid, then, going forward, all costs associated with maintenance and repair of the common driveway, over which Plaintiff will have easement rights, will be borne by LFF, except for snow removal costs, which will be borne 2/3 (two thirds) by LFF, and 1/3 (one third) by Arrasate, with Arrasate's 1/3 payment being billed in arrears each year at the conclusion of the snow removal season.

In the event that Arrasate undertakes commercial uses of the shared driveway, the above provisions regarding driveway repair and maintenance shall become null and void, and the Parties agree to a 50/50 shared responsibility for repair and maintenance costs of the shared driveway. Should any of the Parties in the future desire to undertake improvements, additions, or re-design of the existing shared driveway, or should improvements, additions, or re-design of the existing shared driveway be required by Morris Zoning as part of partition, the Parties will negotiate cost-sharing, if any, of such improvements, additions, or re-design in good faith.

7. **Non-Prejudice and Construction of Agreement:** This Agreement is intended to be and is an accommodation between and among the Parties hereto and shall not be construed as an admission of liability of any kind by any signatory hereto, or as a waiver, modification or retraction of the positions of the Parties with respect to (i) the AA Agreement, (ii) the Lease, and/or (iii) the claims or defenses asserted in the Lawsuit.

8. **No Precedent:** The Parties warrant, represent, covenant and agree that the terms, provisions, agreements, covenants, conditions, warranties, representations and considerations set forth in this Agreement are without precedential value, and are not intended to be, nor shall they be, construed as an interpretation of any provision of the AA Agreement or the Lease. Nor shall the terms, provisions, agreements, covenants, conditions, warranties, representations and considerations set forth in this Agreement, including all communications and negotiations relating thereto, be used as evidence, or be admissible in any other manner, in any court, suit, action, arbitration, regulatory, or other proceeding, to create, prove, or interpret the obligations of the Parties, except as shall be necessary to enforce the terms of this Agreement.

9. **No Modification:** No change or modification of this Agreement shall be valid unless it is contained in writing and signed by all the Parties hereto.

10. **Other Representations and Warranties:**

The Parties each represent and warrant:

A. That it/they/she is/are the proper party in interest to any claims arising from or related to (i) the AA Agreement; (ii) the Lease; or (iii) the Lawsuit, that are resolved or released herein, and that they are fully authorized to enter into this Agreement;

B. That each person signing this Agreement is duly authorized and empowered to execute this Agreement and bind the Party for which he or she has signed this Agreement;

C. That they have read this Agreement and know the contents hereof, that the terms hereof are contractual and not by way of recital, and that they have signed this Agreement of their own free acts; and

D. That they have each been represented by independent counsel of their own choice throughout all of the negotiations which preceded and resulted in the execution of this Agreement.

11. Choice of Law and Forum: This Agreement shall be construed under, and interpreted in accordance with the laws of the state of Connecticut, without regard to its choice of law rules. Any actions arising out of this Agreement shall be brought exclusively in Connecticut Superior Court, and the Parties hereby waive any jurisdictional challenge to said Court.

12. Binding Effect: Each of the terms of this Agreement shall be binding upon and inure to the benefit of the respective Parties hereto and their successors and assigns. All rights of action for any breach of this Agreement are hereby reserved to the Parties.

13. Integration and Entire Agreement: This Agreement is an integrated Agreement and constitutes the entire Agreement between and among the Parties hereto, and no representations, warranties or promises have been made or relied on by any Party hereto other than as set forth in this Agreement. This Agreement supersedes all prior communications, discussions, agreements and understandings, both written and oral, regarding the matters contained herein between the Parties hereto or their representatives. This Agreement is not intended to confer any rights on any third party, and no third party has any right to enforce the terms of this Agreement.

14. Execution: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute the original instrument binding on the Parties in accordance therewith, notwithstanding that all signatories are not signatories to the same counterpart.

15. Effective Date: The Effective Date of this Agreement shall be the last date of execution of this Agreement by any of the Parties below.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties, agreeing to be bound hereby, have executed this Agreement as of the dates shown below, and the undersigned represent that they are authorized to execute and deliver this Agreement on behalf of the respective Parties.

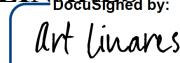
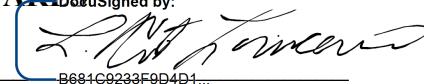
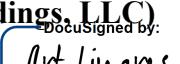
<p>APRIL ARRASATE</p> <p>By: </p> <p>Print Name: <u>April Arrasate</u></p> <p>Title: _____</p> <p>Date: <u>3/14/25</u></p>	<p>ARTHUR LINARES</p> <p>DocuSigned by: </p> <p>By: _____ 9FDB27FFCDDF4C9...</p> <p>Print Name: <u>Art Linares</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>
<p>LINARES FAYE FARMS, LLC</p> <p>DocuSigned by: </p> <p>By: _____ 9FDB27FFCDDF4C9...</p> <p>Print Name: <u>Art Linares</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>	<p>BRIAN FAYE</p> <p>DocuSigned by: </p> <p>By: _____ D6EFBC03609D477...</p> <p>Print Name: <u>Brian Faye</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>
<p>LUIS LINARES</p> <p>DocuSigned by: </p> <p>By: _____ B681C09233F9D4D1...</p> <p>Print Name: <u>LUIS A LINARES</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>	<p>CONNECTICUT SOCIAL EQUITY, LLC</p> <p>DocuSigned by: </p> <p>By: _____ 9FDB27FFCDDF4C9...</p> <p>Print Name: <u>Art Linares</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>
<p>CONNECTICUT SOCIAL EQUITY HOLDINGS, LLC (d/b/a Linares Faye Capital Holdings, LLC)</p> <p>DocuSigned by: </p> <p>By: _____ 9FDB27FFCDDF4C9...</p> <p>Print Name: <u>Art Linares</u></p> <p>Title: _____ Member</p> <p>Date: <u>3/19/2025</u></p>	

EXHIBIT D

LLI-CV23-6035109-S	:	SUPERIOR COURT
APRIL ARRASATE	:	JUDICIAL DISTRICT OF LITCHFIELD
v.	:	AT TORRINGTON, CONNECTICUT
LINARES FAYE FARMS, LLC, ET AL	:	JANUARY 7, 2025

TRANSCRIPT OF PROCEEDINGS

BEFORE THE HONORABLE WALTER MENJIVAR, JUDGE

A P P E A R A N C E S:

Representing the Plaintiff:

ATTORNEY JOHN PITBLADO
Carlton Fields P.A.P.C.
One State Street
Suite 1800
Hartford, Connecticut 06103

Representing the Defendants:

ATTORNEY STEVEN J. STAFSTROM, JR.
Pullman & Comley, LLC
850 Main Street
P.O. Box 7006
Bridgeport, Connecticut 06601

Recorded and Transcribed By:
Vanessa Fiorito
Court Recording Monitor
{Street address}
Torrington, Connecticut 06790

1 THE COURT: Good afternoon, everyone.

2 ATTY. PITBLADO: Good afternoon, Your Honor.

3 ATTY. STAFSTROM: Good afternoon, Your Honor.

4 THE COURT: So, I'll call the matter of
5 Arrasate v. Linares Faye Farms. Would counsel
6 please put their appearances on the record.

7 ATTY. PITBLADO: John Pitblado for the
8 plaintiff, April Arrasate.

9 THE COURT: Good afternoon.

10 ATTY. STAFSTROM: Steve Stafstrom of Pullman &
11 Comley for the defendants, Your Honor.

12 THE COURT: Good afternoon. So, for the sake
13 of the record, I'll note that counsel and clients
14 met with the Court over a two-day period. We have
15 come to an agreed upon settlement or a framework
16 that will be finalized by counsel. And what I'd
17 like to ask counsel to do now for Linares Faye Farm
18 is to put the agreed upon settlement on the record.
19 Once that is done, I'm just going to ask both
20 individual clients if that is in fact their
21 agreement, if they're entering into it voluntarily
22 and out of their own free will and whether they've
23 been coerced. That will set, you know, the
24 framework for the settlement agreement. It still
25 needs to be finalized. The attorneys will be
26 exchanging copies, but my intent is to put on the
27 record as much information in case there's a need

1 for an Audubon hearing in the future that this
2 transcript can be used in lieu of that.

3 So, Attorney Stafstrom, if you would just put
4 the record or the proposed settlement agreement on
5 the record and then I'll ask plaintiff's counsel if
6 he has any objection or additions to that.

7 ATTY. STAFSTROM: Thank you, Your Honor, and
8 let me start up front before I forget of thanking
9 you for your time and diligence over two days and
10 getting us to this point.

11 Your Honor, the key terms of the deal are as
12 follows; that upon execution of the initial
13 agreement, which we hope will be either later this
14 week or early next week, Linares Faye Farm will make
15 an initial \$5,000 payment to the plaintiff to cover
16 Linares Faye Farm and the defendants share of any
17 and all zoning application fees, costs, attorney's
18 fees, consultant fees, engineering fees, et cetera.

19 The plaintiff will be responsible for the
20 remainder of the costs of submitting an application
21 to partition the property and plaintiff will be
22 responsible for submitting that application to the
23 town.

24 The parties will work cooperatively to finalize
25 an A-2 Survey that will be mutually agreed upon but
26 drawn from the email NAP compilation plan that was
27 sent by plaintiff's counsel to defendant's counsel

1 on or about December 18th as part of these settlement
2 discussions. That A-2 Survey will make clear that
3 there shall be sufficient clearance for defendants
4 trucks to turn into what is described on that map as
5 the southerly portion of parcel A.

6 The A-2 Survey and partition that will be
7 submitted to the town, like I said, will be that as
8 proposed in the compilation plan emailed from
9 plaintiff's counsel to defendant's counsel on or
10 about December 18th but it will -- the agreement will
11 also make clear that any and all deal including the
12 agreement set forth here and the agreement to be
13 reduced to writing shall be null/void and of no
14 affect if as part of that partition application it
15 is determined in any way that defendants, and that's
16 all the defendants in this action, defendants
17 cannabis zoning or it's Department of Consumer
18 Protection licenses would be at risk and they would
19 thereby jeopardize defendants ongoing business
20 operations on the property located at 266 Morris
21 Road -- Watertown Road -- 266 Watertown Road.

22 Your Honor, obviously we're hopeful that the
23 town will approve the proposed partition and upon
24 successful application to the town, Linares Faye
25 Farm would be obligated to write a check to the
26 plaintiff in the amount of \$80,000.

27 The agreement will make clear that Linares Faye

1 Farm owns the common driveway that is used by both
2 parties and Linares Faye Farm will be responsible
3 for all of the costs of maintenance of that driveway
4 except for snowplow expenses. With respect to
5 snowplow expenses, Linares Faye Farm will be
6 responsible for having the driveway plowed and for
7 initially paying for plowing services but will remit
8 invoices to the plaintiff in the amount of one third
9 of the snowplow expenses, which will be reimbursed
10 timely by plaintiff to Linares Faye Farm.

11 The agreement will also make clear that Ms.
12 Arrasate is only to use the shared driveway for her
13 own personal use. There is to be no commercial use
14 of the driveway including for storage of boats or
15 for cannabis trucks, et cetera. If in the future
16 Ms. Arrasate decide she'd like to use the common
17 driveway for commercial use and nonresidential use,
18 she'll have the opportunity to re-negotiate with the
19 defendants at that time.

20 Upon completion of partition, there will be a
21 release by which Ms. Arrasate will generally release
22 any and all claims she has or may have had against
23 all of the defendants in this action including their
24 assignees, agents, attorneys, et cetera, standard
25 release language, but there shall be a carve out
26 from that release whereby Ms. Arrasate is not
27 releasing any claim she may have under a certain

1 consulting agreement dated as of August 20, 2022 or
2 a so called intellectual property agreement between
3 CORE IP, LLC and Connecticut Social Equity, LLC also
4 dated as of August 20, 2022.

5 Your Honor, I hope that covers the bulk of it,
6 but I turn to plaintiff's counsel --

7 THE COURT: Okay.

8 ATTY. STAFSTROM: -- for anything I may have
9 missed.

10 THE COURT: Attorney Pitblado, anything to add
11 or any exceptions with the agreement as put on the
12 record?

13 ATTY. PITBLADO: A couple -- just a couple of
14 clarifications. I think that's largely exactly what
15 we talked about. Just for clarity on the first
16 piece that was discussed with the plaintiff being
17 responsible for the zoning approval costs, which
18 includes retaining a zoning attorney, et cetera,
19 the plaintiff bears the responsibility of those
20 attorney's fees, however, both parties maintain
21 responsibility for their own attorney's fees. In
22 other words, the defendant is going to continue to
23 be responsible for Pullman & Comley's bills and the
24 plaintiff is going to continue to be responsible for
25 Carlton Fields's bills.

26 And on the -- well, here's how, I guess, I
27 would add to the potential future revision or

1 revisiting of the driveway provision of this
2 agreement -- that agreement is sort of severable.
3 The entire settlement agreement will not cease to
4 exist or be, you know, become subject to the entire
5 settlement falling apart if the parties are having
6 difficulty negotiating a future driveway agreement
7 if Ms. Arrasate begins commercial use of the
8 driveway. The parties should use reasonable efforts
9 to come to an agreement in a reasonable period of
10 time so that a disagreement over the driveway
11 provision at that time doesn't become an impediment
12 to either parties commercial use or otherwise.

13 THE COURT: Okay. So, I think that might be --
14 so, Attorney Stafstrom, I mean, as to the first
15 provision, you are nodding your head. I just want
16 to put that on the record. So --

17 ATTY. STAFSTROM: Absolutely as to the first
18 provision as to responsibility for attorney's fees
19 for this action or their individual attorney's fees
20 moving forward or with respect to outside counseling
21 they may want with respect to zoning application,
22 yes, the parties bear their own cost for that.

23 On the driveway issue, I guess the way I
24 envision it is there's a prohibition against the
25 plaintiff using the driveway for anything other than
26 residential use. If she wants that prohibition
27 lifted at some point in the future, she can

1 absolutely come speak with the defendants about that
2 and an arrangement can be made.

3 THE COURT: Okay. But the part that, I guess,
4 is not clear to me is that most of this deal should
5 already be in place by the time -- I mean, the
6 partition will either be done within the next couple
7 of months, the payment will be made shortly
8 thereafter. So, the agreement will be in large part
9 completed. Are you, you know, is plaintiff's
10 counsel seeking some sort, you know, good faith
11 arbitration provisions if there's a dispute as to
12 the driveway. I mean, that might --

13 ATTY. PITBLADO: I just --

14 THE COURT: Because I don't think there needs
15 -- or we could put it -- I guess it doesn't really
16 harm either way because the agreement would have
17 largely been fulfilled at that point.

18 ATTY. PITBLADO: Yeah, I think -- right. The
19 intent here is that the -- some future difficulty in
20 negotiating a future driveway agreement based on
21 change of circumstances is not undoing this
22 settlement agreement. But if the parties come to
23 some intractable position on some future driveway
24 provision based on change of circumstances, they
25 will negotiate in good faith and, you know, resolve
26 it in a reasonable time period. We just don't want
27 a driveway fight to be a hang up time wise for

1 plaintiff to initiate commercial operations.

2 So, perhaps a mediation first and arbitration
3 if there's, you know, no agreement possible that
4 would be a solution. I just don't want that
5 driveway -- a future potential driveway agreement
6 that may or may never need to get changed to become
7 an impediment to this settlement now.

8 ATTY. STAFSTROM: I don't think it would be
9 now. I think we're talking about as Your Honor just
10 said, a settlement that should be effectuated over
11 and done with within the next several months. I
12 mean, I guess, if the property is partitioned and
13 then a year from now, two years from now Ms.
14 Arrasate starts using the driveway for commercial
15 use without authorization --

16 THE COURT: Well, she would still have the
17 easement and so she'd have the ability to use it.
18 It's just whether she would be responsible for the
19 cost of the maintenance or the snow removal.

20 ATTY. STAFSTROM: Well, I think it's -- I think
21 if she has the -- she has the ability to use it for
22 residential use. She does not have the ability to
23 use it for commercial use without some sort of
24 additional negotiation.

25 ATTY. PITBLADO: Perhaps we could just address
26 it now and Ms. Arrasate has indicated that if she
27 begins commercial use at some time in the future,

1 one year, five years, whenever, the parties would
2 then just agree to split the maintenance and snow
3 removal and all driveway costs 50/50.

4 THE COURT: I see Mr. Linares, you know, if you
5 want to talk --

6 ATTY. STAFSTROM: Your Honor, I think we can
7 probably try to work this out in the drafting. I
8 guess I'm a little concerned about if she is going
9 to use it for commercial use, depending on what that
10 use is it may affect sort of insurance, et cetera,
11 et cetera. So, I think there would have to be some
12 sort of negotiation at that point depending on what
13 her use is going to be.

14 THE COURT: Yeah, and I think that could be
15 negotiated. I guess the concern -- and I'm just
16 guessing here, so you can correct me if I'm wrong,
17 but the concern could be that such use of the
18 driveway could be unilaterally withheld, you know,
19 if a competing business venture was entered into or
20 for some other reason, you know --

21 ATTY. STAFSTROM: Right.

22 THE COURT: -- the defendants weren't -- didn't
23 agree with the new venture, you know, that that
24 consent not be unreasonably withheld.

25 ATTY. STAFSTROM: I guess we would feel
26 confident or, I guess, comfortable with a provision
27 that said something to the affect of if there's

1 going to be a future commercial use of the driveway
2 that the parties will negotiate a fee split on that
3 in good faith at that point in time.

4 THE COURT: Okay. Yeah, I mean, this was kind
5 of -- so we -- it's 5:03. You know, we had an
6 agreement in place.

7 ATTY. STAFSTROM: I thought we did too.

8 THE COURT: This is an additional provision
9 now. I mean, we've gotten so far that I -- I guess,
10 you know, the sense that I can --

11 ATTY. PITBLADO: We do mandatory binding
12 mediation on that piece in the future.

13 THE COURT: But it's really -- what are we
14 talking about whether it be -- who's going to be
15 doing the snow removal and the clean up or --

16 ATTY. PITBLADO: Well, it's either 50/50 --

17 THE COURT: -- or are you trying to, you know,
18 unilaterally withhold her ability to enter/use the
19 driveway just because she changed it to commercial
20 use.

21 ATTY. STAFSTROM: No, I don't think that's the
22 case at all. I think, like --

23 THE COURT: Okay.

24 ATTY. STAFSTROM: -- I think we had an
25 agreement.

26 THE COURT: Right.

27 ATTY. STAFSTROM: We agreed on --

THE COURT: For the 50/50. That was -- so, why
don't we do this; I mean, I'll let you work out the
details. But the agreement as I understood it in
chambers is this -- I'll allow you to correct me if
you think I'm misstating it -- that Ms. Arrasate
would have a perpetual, you know, easement -- a
right to go and use that driveway. If she wanted to
use it for commercial purposes, I mean, she could.
She has that easement. What was in conflict was
whether who would be responsible for maintaining it,
snow removal, upkeep. And that's really what the
agreement is trying to target. So, right now
defendants have made a concession that they will pay
for two thirds of snow removal and maintain the
shared driveway as long as it's used for residential
purposes. If that changes in the future, Ms.
Arrasate would still be able to use the driveway for
commercial purposes. Your clients would not be able
to unilaterally prohibit her from using the driveway
for commercial purposes, but she would no longer
have the benefit of not having to pay for the
maintenance of the driveway and the snow removal.

24 ATTY. STAFSTROM: I think that's well stated,
25 Your Honor.

26 THE COURT: Okay.

27 ATTY. PITBLADO: Yep.

1 THE COURT: Ms. Arrasate.

2 ATTY. PITBLADO: Yes.

3 THE COURT: Okay. So with that, any other
4 objections to the agreement or the terms?

5 So, I'll just ask the clients very quickly, Ms.
6 Arrasate, I'd put you under oath, but I don't think
7 we necessarily, you know, need to do all that. What
8 I'm going to ask you is I want to make sure that,
9 you know, you're entering into this agreement
10 voluntarily and out of your own free will, that
11 you've had enough time to discuss it with your
12 counsel, that you understand the agreement and that
13 the agreement as put on the record is your
14 understanding of the main points of the agreement.
15 Can you answer yes to all those questions?

16 MS. ARRASATE: Yes, Your Honor.

17 THE COURT: Okay. And, Mr. Linares, on behalf
18 of Linares Faye Farms as a representative, if I were
19 to ask you the same questions, you know, is this
20 agreement being voluntarily entered into, whether
21 you've had enough time to discuss it with your
22 counsel, whether you're entering into it out of your
23 own free will and volition on behalf of the
24 corporation would you be able to answer in the
25 affirmative after those questions?

26 MR. LINARES: Yes. Yes, Your Honor.

27 THE COURT: Okay. So, we have an agreement in

1 place. With that being stated, I'm going to stay
2 the action, so that will stay all upcoming
3 deadlines, you know, no additional expenses, you
4 know, need to be incurred on this litigation. I
5 will -- did we say two months for a remote status
6 conference. And I'll schedule a remote status
7 conference in two months or there so about. I'll
8 ask caseflow not to do it on a Tuesday or Thursday
9 for some reason --

10 ATTY. STAFSTROM: No, to do it on a Tuesday --

11 THE COURT: To do it, okay. To do it on a
12 Tuesday or Thursday and for some reason the date
13 doesn't work, you know, of course, file a caseflow
14 request. But the action will be stayed, and we'll
15 do a remote status conference just to see where
16 we're at.

17 Good luck to all the parties. Counsel, a
18 pleasure working with you both and good luck to
19 everyone. Thank you.

20 ATTY. STAFSTROM: Thank you, Your Honor.

21 ATTY. PITBLADO: Thank you, Your Honor. And
22 thank you to your patient staff as well.

23 THE COURT: Thank you, all. Everyone have a
24 good night.

25 *

26 *

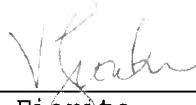
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LLI-CV23-6035109-S	:	SUPERIOR COURT
APRIL ARRASATE	:	JUDICIAL DISTRICT OF LITCHFIELD
v.	:	AT TORRINGTON, CONNECTICUT
LINARES FAYE FARMS, LLC, ET AL	:	JANUARY 7, 2025

C E R T I F I C A T I O N

I hereby certify the foregoing pages are a true and correct transcription of the audio recording of the above-referenced case, heard in Superior Court, Judicial District of Litchfield, Torrington, Connecticut, before the Honorable Walter Menjivar, Judge, on the 7th day of January, 2025.

Dated this 10th day of February, 2025 in Torrington, Connecticut.



Vanessa Fiorito
Court Recording Monitor

LLI-CV23-6035109-S : SUPERIOR COURT
APRIL ARRASATE : JUDICIAL DISTRICT OF LITCHFIELD
v. : AT TORRINGTON, CONNECTICUT
LINARES FAYE FARMS,
LLC, ET AL : JANUARY 7, 2025

E L E C T R O N I C

C E R T I F I C A T I O N

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Vanessa Fiorito
Court Recording Monitor

EXHIBIT E

DOCKET NO. LLI-CV23-6035109-S	:	SUPERIOR COURT
	:	
APRIL ARRASATE	:	J.D. OF LITCHFIELD
Plaintiff,	:	
	:	AT TORRINGTON
VS.	:	
	:	
LINARES FAYE FARMS, LLC;	:	
CONNECTICUT SOCIAL EQUITY, LLC;	:	
CONNECTICUT SOCIAL EQUITY	:	
HOLDINGS, LLC (DBA LINARES FAYE	:	
CAPITAL LLC); ARTHUR LINARES;	:	
LUIS LINARES; AND BRIAN FAYE,	:	
Defendants.	:	SEPTEMBER 13, 2024

PLAINTIFF'S DISCLOSURE OF STEVEN BYRNE

Pursuant to Practice Book § 13-4 the Plaintiff, April Arrasate (“Ms. Arrasate” or “Plaintiff”) submits this disclosure of Steven Byrne, Esq., as an expert witness who may be called to testify through live testimony or by deposition.

Expert: Attorney Steven E. Byrne
Byrne & Byrne LLC
270 Farmington Ave., Suite 365
Farmington CT 06034

Field of Expertise and Subject Matter of Expert Testimony:

Attorney Byrne is an expert in zoning and zoning approvals, including over 32 years practicing as an attorney in the field of land use and zoning. Attorney Byrne has specific expertise in municipal zoning applications and the zoning board approval process, including in the Town of Morris, where the subject property is located, and where Attorney Byrne previously advised the Zoning Board. Attorney Byrne has specialized knowledge of Town of Morris zoning regulations, including at the time Plaintiff submitted an application to the Town to have the subject property zoned for cannabis production use in May of 2022.

Attorney Byrne’s experience and expertise includes:

Byrne & Byrne Law Offices: 1991 to present. A principal in a law firm with a strong emphasis in the area of land use law at both the administrative and court levels, providing legal advice primarily to municipal land use commissions.

Connecticut Federation of Planning and Zoning Agencies: 1996 to present. Legal counsel and later executive director of a statewide planning and zoning organization dedicated to providing

information and advice to member municipal land use commissions. Duties also include editing and writing the various publications of the Federation, including the *Quarterly Newsletter* and *Workshop Booklets for Land Use Agencies*, as well as being the principal instructor for workshops.

Summary of Opinions:

Attorney Byrne is expected to testify that, with respect to the zoning approval referenced in the Assignment and Assumption Agreement at issue in Count One of Plaintiff's operative complaint, the approval process required to effect partition and sale of the subject Carve-out Property is straightforward, and the application would, within a reasonable degree of zoning law certainty, be granted, and would have been granted at the time it was supposed to be completed.

The Assignment and Assumption Agreement indicates that obtaining the necessary zoning approval was an obligation imposed on the defendant counter-party Linares Faye Farms, LLC; that the 12 month period allowed by the Agreement for it to do so was reasonable as the process involved in an application of this type would take 60-90 days on average; and that unless otherwise specified in an agreement, partition and sale of a sub-dividable property, such as the subject property, must be completed within a reasonable time period, and the failure to do so would constitute a material breach.

Attorney Byrne will also testify that, because the Property is already zoned for cannabis production based on similar use analysis already previously approved for commercial agriculture, that the sub-divided Carve-out Property would maintain its current zoning status, as the Carve-out Property contains the same mixed-use residential/commercial agricultural characteristics as the larger property from which it is to be partitioned.

Substance of Grounds for Opinions:

Attorney Byrne bases his opinions on his review of the Assignment and Assumption Agreement and amendment (including Exhibit A to the amendment) and other documents produced by the parties, including relevant maps; his extensive knowledge and experience with land use and zoning, including in the Town of Morris, and including with respect to the subject application for zoning approval of the subject property for cannabis production; and zoning regulations in effect in the Town of Morris at the time the subject property was purchased and zoned for cannabis production.

The Plaintiff reserves the right to supplement this disclosure with additional opinions as necessary based on newly discovered information, up to and at the time of trial.

THE PLAINTIFF,
APRIL ARRASATE

By: _____

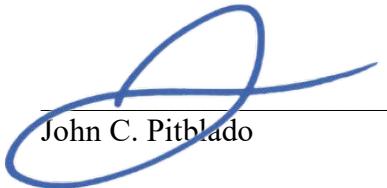
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Tel: 860-392-5000
Fax: 860-392-5058
Juris No. 420124

CERTIFICATION

This is to certify that on this 13th day of September, 2024, a copy of the foregoing has or will immediately be served upon the following counsel of record via email and/or U.S. Mail:

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Bridgeport, CT 06601-7006
Juris No. 47892
Telephone 203 330 2000
Facsimile 203 576 8888
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John C. Pitblado