

# CONSERVATION EASEMENT AGREEMENT

The purpose of this Conservation Easement is to protect in perpetuity significant natural features and to minimize the environmental impact of activities associated with land development within the Town of Glastonbury.

It is the responsibility of the property owner to be fully aware of all of the conditions contained in the Conservation Easement Agreement as expressed below. The Town of Glastonbury will vigorously enforce the conditions established herein.

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between  
of the Town of \_\_\_\_\_, County of \_\_\_\_\_, and State of Connecticut,  
hereinafter called "GRANTOR," and the TOWN OF GLASTONBURY, a municipal corporation having  
its territorial limits within the County of Hartford and State of Connecticut, hereinafter called  
"GRANTEE."

## WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of Glastonbury, County of Hartford, and State of Connecticut, which Grantee, acting through its Conservation Commission, has determined would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee, acting through its Conservation Commission, has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by Grantee of a conservation easement over, across, and upon the said property of Grantor; and

WHEREAS, the Grantor is willing, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of possible reduction by Grantee of real property taxes on said property, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, thereby providing for its maintenance and conservation.

NOW THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, the right, privilege and authority as a Conservation Easement Agreement to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition. All covenants contained herein are deemed to run with the land.

Said Grantor further covenants and agrees to provide notice by Certified Mail to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenant, heir, successor, or assign, of a Certified Copy of the Conservation Easement Agreement. Failure of said Grantor to provide such notice shall not constitute any waiver of Grantee's rights herein.

Said premises subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described as follows [or are described as shown on the attached Schedule A]: Description

Said premises are delineated on the following map (# \_\_\_\_\_) filed on the Glastonbury Land Records:

**I. PROHIBITIONS**

**GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES UNDER, OVER, OR UPON THE CONSERVATION EASEMENT AREA:**

- 1. The construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above ground;**
- 2. The parking of vehicles and equipment including but not limited to storage containers;**
- 3. The dumping or placing of soil or other substance or material lawn debris, grass cuttings, cut branches and tree trunks, or dumping of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials;**
- 4. The excavation, drilling, dredging, disturbance, displacement or removal of loam, peat, gravel, soil, sediment, rock or other substances, materials or items;**
- 5. The removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife or its habitat, unless authorized in writing by the Grantee, or any other activity or use which is or has the potential for being detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural condition;**
- 6. The management of vegetation (eg. invasives, nuisance plants) with the application of pesticides or herbicides, unless authorized in writing by the Grantee;**
- 7. The conduct of any of the foregoing activities in such proximity to The Conservation Easement**

Area that their result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in The Conservation Easement Area; and

8. The removal or disturbance of The Conservation Easement Area temporary stakes prior to permanent marking, permanent iron pins or boundary markers, or any other field identifications of The Conservation Easement Area boundaries.

## **II. EXCEPTIONS**

**NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:**

1. The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, permit the construction, reconstruction, maintenance and repair within said premises of above-ground and below-ground public or private utilities, including sanitary sewer and/or water lines, subject to (a) demonstration of the need for the proposed activity within said premises and (b) environmental review of the siting and proposed methods of installation and maintenance of such utilities.
2. The Grantee, acting through its Conservation Commission, or its successor may, upon written application of the Grantor, permit the removal of dead trees and dead brush from said premises in a manner acceptable to the Conservation Commission.
3. The Grantee, acting through its Conservation Commission, or its successor, may upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises.

Application by the Grantor for any approval provided for hereunder shall be made to the Conservation Commission, or its successor, and shall be in accord with the procedures established by the Conservation Commission, or its successor, in effect at that time.

The Grantor herein reserves to Grantor the right to make use of the above-described premises for any and all purposes which are not in violation of the terms of this Conservation Easement Agreement and which shall in no way endanger the maintenance and conservation of the above-described premises in their natural state.

## **III. IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENT AREAS**

**GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. A. Before commencement of site work on any property of the Grantor which contains or is adjacent to a Conservation Easement Area, Conservation Easement boundaries are to be marked with oak stakes labeled "Conservation Easement" with waterproof ink and tied with red flags.

**These stakes are to be located at each change of boundary direction and at every 100-foot interval on straightaways. Stakes are to remain in place until easement boundary posts and markers are installed. All Conservation Easement corners shall be permanently marked with iron pins which protrude from ground surface not more than one inch and such pins shall not contain sharp edges.**

**B. Further, prior to commencement of any construction outside of the conservation easement area, the Grantor shall notify the Conservation Commission in writing at least 60 days prior to construction and, upon notification by the Conservation Commission at least 15 days prior to the commencement of construction, shall install such temporary barrier as may be required by the Conservation Commission in order to protect the conservation easement area.**

**2. The Grantor hereby grants the Grantee the right to access the property for the purpose of installing and maintaining markers identifying the boundaries of The Conservation Easement Area.**

**3. The Grantor hereby grants the Grantee the right to have a representative of the Town inspect The Conservation Easement Area following reasonable notice to current Grantor or occupant.**

#### **IV. GENERAL PROVISIONS, REMEDIES AND ENFORCEMENT**

**1. If it is determined by the Conservation Commission, or its successor, that a violation of this Conservation Easement Agreement exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the Conservation Commission, or its successor, is in violation of this Conservation Easement Agreement.**

**2. Within 60 days of such order and after appropriate notice, the Conservation Commission shall hold a hearing for the purpose of determining if the cease and desist order shall continue.**

**3. If the Grantor is found to have violated the terms of this Conservation Easement Agreement, the Grantor agrees, among other things, to restore The Conservation Easement Area(s) as closely as possible to its (their) natural state.**

**Such restoration shall include but need not be limited to:**

- (a) replanting with native trees, shrubs or other appropriate vegetation acceptable to the Conservation Commission;**
- (b) removal or addition of any soil, fill, debris, trash, garbage, ash, waste, rubbish, silt, or unsightly or offensive material, or any other items prohibited by this conservation easement, and disposal of same in such manner as may be required by law;**
- (c) removal of any unauthorized buildings, signs, billboards or other advertising, or other**

**structures or other items on or above-ground, in a manner approved in writing by the Conservation Commission;**

- (d) emplacement and maintenance of soil erosion and sediment controls; and**
- (e) replacement by a land surveyor of any Conservation Easement Area markers which have been removed or disturbed.**
- (f) restoration shall be at the expense of the Grantor and in accordance with plans developed by a qualified professional, such as a soil scientist, landscape architect, land surveyor, or a professional engineer, as applicable, and approved in writing by the Conservation Commission, or its successor.**

- 4. If either the Grantor or any other person on the Grantor's property is found to have violated this Conservation Easement Agreement, the Conservation Commission, or its successor, can exercise its discretion, in accordance with applicable Town of Glastonbury Ordinances, and following notification to the Grantor and the Grantor's opportunity to be heard concerning a Finding of Violation, and to levy a daily fine until full restoration has been achieved and certified by the Conservation Commission or a duly appointed agency.**
- 5. Nothing herein shall affect the authority of the Town of Glastonbury Conservation Commission or Inland Wetlands and Watercourses Agency, their successors or assigns pursuant to applicable statutes and regulations, including as they may be amended.**
- 6. The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance of toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited within the conservation easement area, and that there are not now any underground storage tanks located within the conservation easement area.**
- 7. Grantor acknowledges that the Grantee has no possessory rights in the conservation easement area, nor any responsibility or right to control, maintain, or keep up the conservation easement area. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Grantee's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the conservation easement area and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Grantee, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.**

**8. This conservation easement granted hereby constitutes a conservation restriction on the conservation easement area in favor of the Grantee and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42a, as amended, this conservation easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42a, this conservation easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the conservation easement granted hereby may be enforced at law or in equity. The failure or delay of the Grantee, for any reason whatsoever, to enforce this conservation easement shall not constitute a waiver of its right and Grantor hereby waives any defense of laches, prescription, or estoppel.**

**The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and his heirs, successors and assigns, except as hereinbefore set forth, and inure to the benefit of Grantee, its successors and assigns.**

**TO HAVE AND TO HOLD the above-granted rights, privilege or authority unto said Grantee, its successors and assigns forever, to its and their own proper use and behoof.**

