

CONSERVATION EASEMENT AND RESTRICTION

The purpose of a 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 East Haddam.

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 East Haddam will vigorously enforce the conditions established herein.

THIS INDENTURE made this day of ,200 , by and between of the Town of ,County of and State of Connecticut (hereinafter called "GRANTOR), and the Town of Haddam, a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut (hereinafter called "GRANTEE");

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of Haddam, County of Middlesex and State of Connecticut, which Grantee, acting through its Planning and Zoning 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 Planning and Zoning Commission, has determined that the maintenance and conservation of 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, for no consideration , 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 to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition except as provided here in Section II. EXCEPTIONS. 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, 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:

Said premises are delineated on the following map filed on the Haddam 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 the premises.
2. The dumping or placing of soil or other substance or material as landfill, or dumping of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials.
3. The excavation, dredging or removal of loam, peat, gravel, soil, rock or other substances in such a manner as to affect the surface or the quantity of ground or surface waters.
4. The removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife habitat, the application of pesticides or herbicides, 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.
5. 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.
6. 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.
7. The operation of snowmobiles, motorcycles, all terrain vehicles, other motorized vehicles, bicycles, or recreational vehicles of any nature except necessary fire-fighting equipment and other emergency service vehicles or activities.

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

1. The Grantee, acting through its Planning and Zoning 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 site and proposed methods of installation and maintenance of such utilities.
2. The Grantee, acting through its Planning and Zoning Commission, or its successor, shall upon written application of the Grantor, permit the removal of dead trees and dead brush from said premises in a manner acceptable to the Planning and Zoning Commission.
3. The Grantee, acting through its Planning and Zoning Commission, or its successor, may upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises.
4. Grantor or their guests may hunt within the Conservation Easement Area any species of wildlife for which there is a hunting season designated by the agency of the State of Connecticut authorized to regulate such hunting. Any such hunting shall be conducted in strict accordance with all applicable Federal, State, and municipal laws and regulations. As to this paragraph only, prior application to, and consent by, the Planning & Zoning Commission shall not be required.
5. Application by the Grantor for any approval provided for hereunder shall be made to the Planning and Zoning Commission, or its successor, and shall be in accord with the procedures established by the Planning and Zoning Commission, or its successor, in effect at that time.

The Grantee herein reserves to Grantor the right to make use of the above-described premises for any and all purposes which are in keeping with the stated intent 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 EASEMENTS

GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. 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 straight-aways. Stakes are to remain in place until the Grantor installs easement boundary markers. 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.

2. The Grantor hereby agrees to install and maintain markers identifying the boundaries of the Conservation Easement Area, such markers to be specified by the Haddam Planning and Zoning Commission.

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

IV. FINDING OF VIOLATION

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

2. Within sixty (60) days of such order and after appropriate notice, the Planning and Zoning 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 will restore the Conservation Easement Area(s) to its (their) natural state. Such restoration shall include but need not be limited to:

(a) replanting with trees, shrubs or other appropriate vegetation acceptable to the Planning and Zoning Commission;

(b) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;

(c) removal of any unauthorized structures or improvements;

(d) placement and maintenance of erosion controls;

(e) replacement by a land surveyor of any Conservation Easement Area markers which have been removed or disturbed.

Restoration shall be at the expense of Grantor and in accordance with plans developed by a qualified professional such as a landscape architect, land surveyor, or a professional engineer, and approved by the Planning and Zoning Commission, or its successor.

STATE OF CONNECTICUT:

: SS.

,2013

COUNTY OF MIDDLESEX:

personally appeared, , signer and sealer of the foregoing Instrument
and acknowledged the same to be his free act and deed, before me

NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF CONNECTICUT:

: SS.

,2013

COUNTY OF MIDDLESEX:

personally appeared, , signer and sealer of the foregoing Instrument
and acknowledged the same to be his free act and deed, before me

NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF CONNECTICUT:

: SS.

,2013

COUNTY OF MIDDLESEX:

Personally appeared , of the TOWN OF HADDAM, duly
authorized signer and sealer of the foregoing Instrument and acknowledged the same to
be his free act and deed, before me, the undersigned officer.

NOTARY PUBLIC
MY COMMISSION EXPIRES: