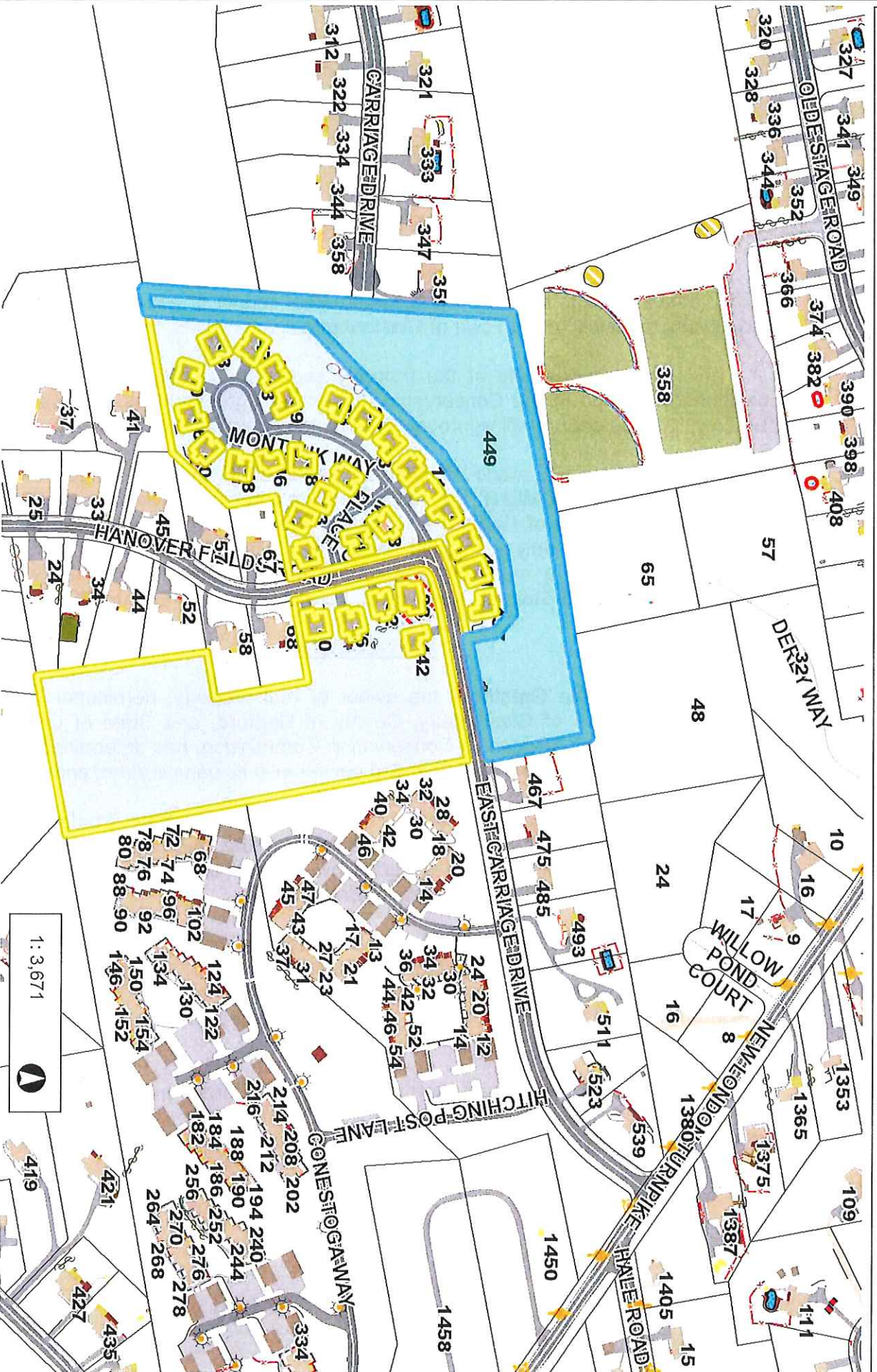


Town of Glastonbury GIS



NAD_1983_StatePlane_Connecticut_FIPS_0600_Feet
 © Town of Glastonbury GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Property boundaries and other data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The Town of Glastonbury and the mapping companies assume no legal responsibility for the information contained in this data.

THIS MAP DOES NOT REPRESENT A LEGAL BOUNDARY DETERMINATION.

INSTR # 2006003440
VOL02319 PGS 0139-0147
RECORDED 04/13/2006 10:56:05 AM
JOYCE P. MASCENA
TOWN CLERK GLASTONBURY CT
NO CONVEYANCE TAX

CONSERVATION EASEMENT AGREEMENT

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 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 5th day of April, 2006, by and between JACQUES & SON LAND DEVELOPMENT, INC. a Connecticut corporation with offices in the Town of Glastonbury, County of Hartford and State of Connecticut, acting herein by Rejean Jacques, its President, duly authorized, 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.

LAW OFFICES
DAVID R. LYNCH
& ASSOCIATES, LLC
2510 MAIN STREET
GLASTONBURY, CT
06033
JURIS NUMBER 34853
(860) 633-9451

◇ 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" is comprised of two parcels described as follows: See **Schedule A** attached hereto and made a part hereof.

Said premises are delineated as "Conservation Easement Area = 286,673 S.F. = 6.58 AC." and "Conservation Easement Area = 0.25 AC." and "Open Space Area = 270,287 S.F. and Conservation Easement Area = 0.65 AC. = 28,254 S.F." respectively on the following maps filed on the Glastonbury Land Records as follows: "Subdivision Map East Carriage Drive Active Adult Community Planned Area Development Prepared For Rejean Realty Glastonbury, Conn. Megson & Heagle Civil Engineers & Land Surveyors, LLC 81 Rankin Road Glastonbury, Conn. 06033 Phone (860)-659-0587 CK. BY: JLH DRW. BY: SAM Date: 1-31--06 Scale: 1" = 40' Sheet 1 Of 3 Sheet 2 Of 3 Sheet 3 Of 3 Map No. 180-03-1S1 Rev. 2-24-06 Cond. Of Approval".

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 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 land surface or the quantity or quality of ground or surface waters;
4. The removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife or its 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; and

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.

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, 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 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 Grantee agrees, by acceptance hereof, to release automatically such Conservation Easement Agreement as though this instrument had never been executed by Grantor, should, at any time, said premises be condemned by some dominant government authority.

The Grantor 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.

The Grantor herein specifically excepts and reserves unto itself and its successors and assigns, the right to construct, repair and maintain drainage facilities and to drain surface and sub-surface waters under and upon and within the areas shown as "Drainage Easement In Favor Of East Carriage Drive Active Adult Community" both as shown on the map hereinabove described.

III. IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENT AREAS

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 easement boundary 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.
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 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 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 trees, shrubs or other appropriate vegetation acceptable to the Conservation Commission;

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

(c) removal of any unauthorized buildings, signs, billboards or other advertising, or other structures on or above-ground;

(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.

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 Conservation Commission, or its successor.

◇ 4. If either the Grantor or any other agent, servant or employee of the Grantor or any other person who is a successor in interest to 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.

LAW OFFICES
DAVID R. LYNCH
& ASSOCIATES, LLC
2510 MAIN STREET
GLASTONBURY, CT
06033
JURIS NUMBER 34853
(860) 633-9451

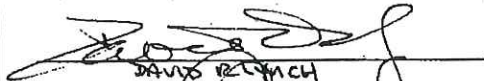
The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and its successors and assigns, except as hereinbefore set forth, and inure to the benefit of Grantee, its successors and assigns.

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.

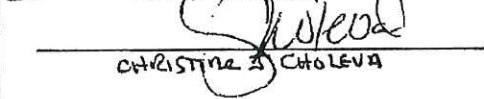
IN WITNESS WHEREOF, the Grantor JACQUES & SON LAND DEVELOPMENT, INC. has hereunto set or caused to be set its hand and seal effective as of the day and year first aforementioned.

Signed, Sealed and Delivered
in the Presence of:

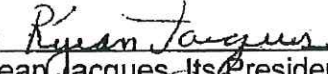
JACQUES & SON LAND
DEVELOPMENT, INC.



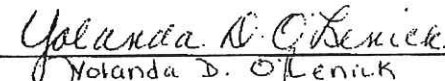
DAVID R. LYNCH



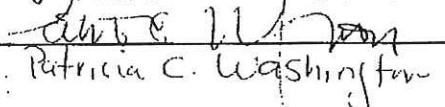
CHRISTINE Z. CHOLEVA

BY:  L.S.
Rejean Jacques, Its President
GRANTOR

TOWN OF GLASTONBURY



Yolanda D. O'Lenick



Patricia C. Washington

BY:  L.S.
TOWN MANAGER RICHARD J.
JOHNSON
GRANTEE

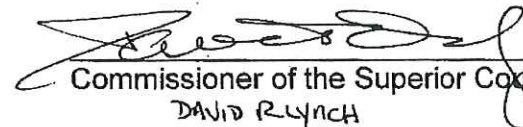
STATE OF CONNECTICUT)

) ss. Glastonbury

April 5, 2006

COUNTY OF HARTFORD)

Personally appeared, Rejean Jacques, President of JACQUES & SON LAND DEVELOPMENT, INC., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.



Commissioner of the Superior Court
DAVID R. LYNCH

◇ STATE OF CONNECTICUT)
) ss. Glastonbury
COUNTY OF HARTFORD)

April 7, 2006

Personally appeared, RICHARD J. JOHNSON, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Town Manager, before me.

Yolanda D. O'Keefe
Notary Public YOLANDA D. O'KEEFE
My Commission Expires MAY 31, 2006
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2006
DAVID R. LYNCH
NOTARY PUBLIC
STATE OF CONNECTICUT

◇
LAW OFFICES
DAVID R. LYNCH
& ASSOCIATES, LLC
2510 MAIN STREET
GLASTONBURY, CT
06033
JURIS NUMBER 34853
(860) 633-9451

SCHEDULE A

"THE CONSERVATION EASEMENT AREA" is comprised of two parcels delineated as "Conservation Easement Area = 286,673 S.F. = 6.58 AC." and "Conservation Easement Area = 0.25 AC." and "Open Space Area = 270,287 S.F. and Conservation Easement Area = 0.65 AC. = 28,254 S.F." respectively on the following maps filed on the Glastonbury Land Records as follows: "Subdivision Map East Carriage Drive Active Adult Community Planned Area Development Prepared For Rejean Realty Glastonbury, Conn. Megson & Heagle Civil Engineers & Land Surveyors, LLC 81 Rankin Road Glastonbury, Conn. 06033 Phone (860)-659-0587 CK. BY: JLH DRW. BY: SAM Date: 1-31--06 Scale: 1" = 40' Sheet 1 Of 3 Sheet 2 Of 3 Sheet 3 Of 3 Map No. 180-03-1S1 Rev. 2-24-06 Cond. Of Approval".

THE CONSERVATION EASEMENT AREA shown as "Conservation Easement Area = 286,673 S.F. = 6.58 AC." and "Conservation Easement Area = 0.25 AC." are collectively bounded and described as follows:

Commencing at a point marked by a monument, which point marks the northeasterly corner of the herein described premises, which point is also situated in the southerly street line of East Carriage Drive, all as shown on said maps; thence running S 10°31'55" E along the existing East Carriage Drive, land designated as N/F Surrey Hill I and land designated as N/F Surrey Hill II, all as shown on said maps, partly along each, in all a distance of 951.87 feet to a point; thence running S 79°41'15" W along land now or formerly of Robert J. & Lynn M. Elam, land now or formerly of Kenneth P. & Mary K. Kennedy and land now or formerly of Jeffrey W. & Michele D. Kridler, all as shown on said maps, partly along each, in all a distance of 373.82 feet to a point; thence running N 08°01'15" W along land now or formerly of The Lacava Construction Company, land now or formerly of Craig S. & Sandy Cassanelli and again along land now or formerly of The LaCava Construction Company, all as shown on said maps, partly along each, in all a distance of 397.34 feet to a point; thence running N 79°47'40" E along Lot No. 4, as shown on said maps, a distance of 58.75 feet to a point; thence running N 10°12' 20" W a distance of 309.89 feet to a point; thence running N 26°07'27" E a distance of 93.93 feet to a point; thence running N 10°31'55" W a distance of 168.59 feet to a point in the southerly street line of East Carriage Drive, all as shown on said maps; thence running N 79°28'05" E along the southerly street line of East Carriage Drive, as shown on said maps, a distance of 239.82 feet to the point or place of beginning.

THE CONSERVATION EASEMENT AREA shown as "Open Space Area = 270,287 S.F. and Conservation Easement Area = 0.65 AC. = 28,254 S.F." are collectively bounded and described as follows:

Commencing at a point situated in the southerly line of land now or formerly of Town of Glastonbury, which point marks the northwesterly corner of the herein described parcel and the northeasterly corner of land now or formerly of John F. & Mary Ann Kuschman, all as shown on said maps; thence running N 78°27'05" E along land now or formerly of Town of Glastonbury, a distance of 465.93 feet to a point; thence running N 81°22'05" E along land now or formerly of Willow Pond Farm, LLC, a distance of 306.39 feet to a point; thence running N 79°28'05" E along land now or formerly of Willow Pond Farm, LLC, a distance of 219.34 feet to a point; thence running S 10°31'55" E along land now or formerly of KMB LLC and East Carriage Drive, both as shown on said maps, partly along each, in all a distance of 235.00 feet to a point marked by a monument situated in the northerly street line of East Carriage Drive; thence running S 79°28'05" W, along East Carriage Drive, as shown on said maps, a distance of 276.69 feet to a point; thence running N 10°31'55" W, a distance of 67.07 feet to a point; thence running N 48°20'45" W, a distance of 38.10 feet to a point; thence running S 76°51'57" W, a distance of 151.90 feet to a point; thence running S 65°10'57" W, a distance of 83.70 feet to a point; thence running S 54°09'26" W, a distance of 249.02 feet to a point; thence running S 43°41'41" W, a distance of 135.95 feet to a point; thence running S 19°35'23" W, a distance of 139.53 feet to a point; thence running S 43°41'41" W, a distance of 185.72 feet to a point; thence running S 03°50'15" W, a distance of 261.54 feet to a point situated in the northerly line of an "Existing Conservation Easement", being land now or formerly of The LaCava Construction Company; thence running S 79°47'40" W, along the northerly line of an "Existing Conservation Easement", being land now or formerly of The LaCava Construction Company, a distance of 51.54 feet to a point situated in the easterly line of land now or formerly of the Town of Glastonbury; thence running N 03°50'15" E, along land now or formerly of Town of Glastonbury, land now or formerly of William A. & Susanne M. Opalka, Carriage Drive and land now or formerly of John F. & Mary Ann Kuschman, all as shown on said maps, partly along each, in all a distance of 862.52 feet to the point or place of beginning.

jacqueseastconease/doc

LAW OFFICES
DAVID R. LYNCH
& ASSOCIATES, LLC
2510 MAIN STREET
GLASTONBURY, CT
06033
JURIS NUMBER 34853
(860) 633-9451

suzanne simone

From: Laura Cahill <lauraannecahill@gmail.com>
Sent: Monday, February 7, 2022 12:26 PM
To: suzanne simone; Paul; Laura A. Cahill
Subject: East Carriage Condo Association - Seeking Permission for Tree Cutting Project in Conservation Easement
Attachments: Conservation Easement Contract copy.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

February 7, 2022

Suzanne Simone
Office of Community Development
Planning & Environment
2155 Main Street
Glastonbury, CT 06033

Dear Ms. Simone:

I am writing to start a conversation regarding the East Carriage Condo Association (ECCA) securing permission to cut overgrown and dangerous trees in the Town of Glastonbury's conservation easement. Since its initial development in 2007, trees that are in the Town's conservation easement (map attached) have become overgrown and pose a safety threat to approximately a dozen ECCA condo units whose backyards abut the conservation easement. We spoke last month about this potential project and you were very kind to outline the town process.

The affected condo unit owners have marked the trees in question with red/orange tape. The next step is to schedule an appointment with your office to meet with Paul Reddington (ECCA President) and myself to walk the conservation easement tree line for a visual inspection of the marked trees to determine which, if any, may be cut and removed from town property. There will be no tree stump removal as that would require a soil remediation plan. It is my understanding that the Town of Glastonbury will require ECCA condo unit owners to replace all cut trees with shrub/decorative trees from a Town approved tree list and/or pay a fine in lieu of tree replacement. ECCA will fully comply with all applicable Town conservation ordinances and regulations and no work will commence absent an approved plan from your office.

This week I am available all day on Thursday and Friday and it looks like the weather will cooperate for a walk. Everyone would meet at my house located on 17 Montauk Way. My cell phone is 860-690-9272. Kindly advise of your availability to meet this week or provide dates/times for your schedule next week. Thank you for your attention to this matter.

Sincerely,

Laura Cahill

Please consider the environment before printing a copy of this email.

