



Town of Glastonbury

Community Development

CERTIFIED MAIL # 7016 0910 0000 4835 4194
SHOW CAUSE HEARING AND NOTICE OF VIOLATION ORDER

May 18, 2023

Mr. James Jusko
26 Tryon Farm Road
S. Glastonbury CT 06073

Mr. Paul Gondek
931 Main Street
S. Glastonbury CT 06073

**RE: SHOW CAUSE HEARING AND NOTICE OF VIOLATION ORDER:
CONSERVATION EASEMENT AGREEMENT VIOLATION:
150 CHATHAM HILL RD, GLASTONBURY, CT.
ASSESSORS MAP F13, LOT W0017**

Documents Included:

May 25, 2023 CC/IWWA Meeting Agenda
Conservation Easement Approval, Recorded March 5, 1998; Volume 1145, Page 16
Conservation Easement Agreement, Recorded May 13, 1998; Volume 1166, Page 92
Conservation Easement Map, Recorded May 18, 1998; Number 5927

Dear Mr. Jusko:

The Conservation Commission/Inland Wetlands and Watercourses Agency received the application for a pond outlet structure at 150 Chatham Hill Road. In reviewing the application and visiting the site, the Conservation Commission/Inland Wetlands and Watercourses Agency observed violations of the 1998 conservation easement agreement and determined to hold a Show Cause Hearing.

The following necessary action is prescribed:

1. Cease conducting activities within the conservation easement that are in conflict with conservation easement agreement, in effect since 1998.
2. Attend the next regular meeting of the Town of Glastonbury Conservation Commission/Inland Wetland and Watercourses Agency scheduled on **May 25, 2023 at 6:30 p.m.**, to be held **via Zoom video conferencing**, in order to hold a Show Cause Hearing for you to present evidence as to why this order should not remain in effect.

Re:150 Chatham Hill Rd, Show Cause Hearing Notice

Date May 18, 2023

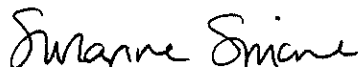
It is your responsibility to obtain the Zoom link by one of the following:

1. Follow the Zoom access information on the second page of the May 25, 2023 agenda
2. Email glynis.mckenzie@glastonbury-ct.gov by Wednesday May 24, 2023 to provide us your email so we can send you a direct link.
3. Access the Events Calendar on the town website: <https://www.glastonburyct.gov/our-community/local-attractions/events-calendar>. Select May 25, 2023, then Conservation Commission. The Zoom link is located at the end of the agenda notice.
4. Arrange to share the Zoom link that will be emailed to Paul Gondek. gondekbuilder@yahoo.com by Wednesday May 24, 2023. You may contact him directly to coordinate how to share the link.

Failure to cooperate with the Town of Glastonbury Conservation Commission/Inland Wetlands and Watercourses Agency and comply with the signed conservation easement agreement and/or regulations may lead to further enforcement action including transferring this matter to the town attorney to pursue injunctive relief and to collect all applicable penalties and fees allowable by state statute.

Thank you for your anticipated cooperation.

Respectfully,



Suzanne Simone
Environmental Planner

Cc: Conservation Commission/Inland Wetlands and Watercourses Agency

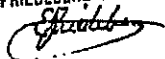
MOVED that the Conservation Commission approves of a trade in private conservation easement areas for Rita and George Anagnos on land associated with the Belle Vista Subdivision located between Chatham Hill and Belltown Road provided all of the following stipulations are met:

1. Mr. and Mrs. Anagnos shall be responsible for the establishment and processing of all documents and the establishment of boundaries involved for such a trade. All such costs involved, including but not limited to legal, surveying, cartographic and filing fees, shall be the responsibility of Mr. and Mrs. Anagnos.
2. The precise boundary of the proposed new private conservation easement area shall be established in consultation with the Town's Environmental Planner and generally be fifty (50) feet wide and six-hundred (600) feet long along the Anagnos' northern property line between the existing pond and their western property line. The precise delineation shall be recorded by bearings and distances. The easement shall be recorded on the land records. All conservation easement corners shall be permanently marked with iron pins. In addition, "Glastonbury Conservation Easement" signs, available from the Environmental Planner, shall be nailed to trees standing closest to the boundary line, at approximately 100 feet intervals. The sign shall be installed facing outwards at about 7 feet above grade, using two 3 inch or greater galvanized nails, with the nails left protruding from tree trunks about 1-1/2". Where no trees are suitable 7 foot posts with easement signs attached shall be used.
3. A minimum of five-hundred (500) tree and shrub seedlings shall be selected in consultation with the Town's Environmental Planner and shall be planted within the proposed new private conservation easement area by no later than May 1, 1998. Unsuccessful plantings, as determined by the Town's Environmental Planner, shall be resolved by planting additional seedlings during the spring of 1999. Mr. and Mrs. Anagnos shall bear all the related expenses of such plantings.
4. Prior to the release of the existing private conservation easement on lot 13 Belle Vista Subdivision, a.) the proposed new private conservation easement shall be duly recorded on the land records, b.) said easement boundaries shall be established on the land to the satisfaction of the Town's Environmental Planner, and c.) either the required 500 seedlings shall be planted or a cash bond acceptable to the Town's Environmental Planner shall be duly submitted to the Office of Community Development.

GLASTONBURY, CT
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1998 MAR -5 AM 10:15

VOL. 1145 PAGE 16
E.J. FRIEDBERG, TOWN CLERK



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 13th day of May, 1998, by and between RITA ALICE ANAGNOS, of the Town of Glastonbury, County of Hartford, 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, 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.

NO CONVEYANCE TAX COLLECTED


TOWN CLERK OF GLASTONBURY

Said premises subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described as follows:

Are situated on the Northerly portion of land of Rita Alice Anagnos, as shown on a map entitled: "BOUNDARY SURVEY CONSERVATION EASEMENT TO BE CONVEYED TO THE TOWN OF GLASTONBURY PREPARED FOR RITA ALICE ANAGNOS GLASTONBURY, CONN. AESCHLIMAN LAND SURVEYING 345 BELL STREET GLASTONBURY, CT 06033 (860) 659-4881 DATE 4-13-98 SCALE 1" = 40' MAP NO. 98043-2", which map will be filed in the Town Clerk's Office in the Town of Glastonbury to which reference may be had.

Said "PRIVATE CONSERVATION EASEMENT AREA" is more particularly bounded and described in Schedule A attached hereto and made a part hereof.

Said premises are delineated on the above referred to map, which is on file in 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 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 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.

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 straightaways. 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, 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 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 a 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.

The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and her 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.

IN WITNESS WHEREOF, the Grantor has hereunto set or caused to be her hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered

in the Presence of:

William J. Bumster
William J. Bumster

Janet K. Ciccaglione
Janet K. Ciccaglione

Yolanda D. O'Lenick
YOLANDA D. O'LENICK

Barbara S. White
BARBARA S. WHITE

Rita Alice Anagnos
RITA ALICE ANAGNOS
GRANTOR

Richard J. Johnson
GRANTEE - TOWN OF GLASTONBURY
TOWN MANAGER RICHARD J. JOHNSON

STATE OF CONNECTICUT)

: Wethersfield

May 13, 1998

COUNTY OF HARTFORD)

Personally appeared, RITA ALICE ANAGNOS, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed before me.

William J. Bumster
William J. Bumster
Commissioner of the Superior Court

STATE OF CONNECTICUT)

: Glastonbury

May 14, 1998

COUNTY OF HARTFORD)

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'Lenick
NOTARY PUBLIC
YOLANDA D. O'LENICK
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 11, 2001

SCHEDULE "A"

"THE CONSERVATION EASEMENT AREA" is shown on a map entitled: "BOUNDARY SURVEY CONSERVATION EASEMENT TO BE CONVEYED TO THE TOWN OF GLASTONBURY PREPARED FOR RITA ALICE ANAGNOS GLASTONBURY, CONN. AESCHLIMAN LAND SURVEYING 345 BELL STREET GLASTONBURY, CT 06033 (860) 659-4881 DATE 4-13-98 SCALE 1" = 40' MAP NO. 98043-2", which map will be filed in the Town Clerk's Office in the Town of Glastonbury to which reference may be had, and being more particularly bounded and described as follows:

Beginning at a point, which point marks the Southwest corner of land now or formerly of Dondero, as shown on said map, and the Northwest corner of land now or formerly of Anagnos, as shown on said map; thence running N 83° 28' 43" E, along land now or formerly of Dondero, as shown on said map, 83.00 feet to a point; thence running N 65° 02' 26" E, along land now or formerly of Dondero, as shown on said map, 42.58 feet to a point; thence running N 85° 43' 45" E, along land now or formerly of Dondero, as shown on said map, 248.00 feet to a point, which point marks the Southeast corner of land now or formerly of Dondero, as shown on said map, and the Southwest corner of land now or formerly of Varni, as shown on said map; thence running N 87° 10' 08" E, along land now or formerly of Varni, as shown on said map, 57.30 feet to a point; thence running N 4° 28' 50" W, along land now or formerly of Varni, 20.20 feet to an iron pin; thence running N 79° 32' 45" E, along land now or formerly of Varni, as shown on said map, 122.34 feet to a point; thence running S 10° 27' 15" E, along other land of Anagnos, as shown on said map, 50.00 feet to a point; thence running S 79° 32' 45" W, along other land of Anagnos, as shown on said map, 121.85 feet to a point; thence running S 15° 14' 46" E, along other land of Anagnos, as shown on said map, 19.99 feet to an iron pin; thence running S 83° 25' 03" W, along other land of Anagnos, as shown on said map, 431.92 feet to a point; thence running N 11° 15' 36" W, along other land of Anagnos, as shown on said map, and land now or formerly of Crocker, as shown on said map, partly by each, in all 50.00 feet to the point and place of beginning.

GLASTONBURY, CT
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TOWN CLERK
E.J. FRIEDBERG, TOWN CLERK

E.J. Friedberg