

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

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

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 L.S.  
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  
MY COMMISSION EXPIRES: MAY 11, 2001  
YOLANDA D. O'LENICK  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 11, 2001