

CONSERVATION EASEMENT AGREEMENT

The purpose of a Conservation Easement Agreement 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 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 May, 1987, by and between Bruce J. Bemer of the Town of Portland, County of Middlesex, 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 possible reduction by the 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 rights 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.

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Said premises are subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described as follows: swamp wetlands and associated 100 year floodplain,

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

Said premises are delineated on the following map filed on the Glastonbury Land Records:

"Grading/Erosion Control Plan Prepared for Bener Petroleum Products, 210 Commerce Street, Glastonbury, Connecticut Scale 1"=20' September 10, 1986 by Richard F. Lyon P.E."

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 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.

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 himself 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, 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 the Town installs easement boundary markers which shall not be removed. All Conservation Easement corners shall be permanently marked with iron pins.
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.

IV. FINDING OF VIOLATION:

1. If the Grantor is found by the Conservation Commission, or its successor, to have violated the terms of this easement, the Grantor agrees, among

other things, to cease and desist from any activity violating the terms of this Conservation Easement Agreement, and further agrees to restore the Conservation Easement Area(s) as closely as possible to its or their former 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 controls.

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

2. If the Grantor 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, to levy a daily fine following notification to the Grantor of a Finding of Violation, and proceeding until full restoration has been achieved and certified by the cognizant Town Agency.

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 insure 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 set his hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered in the Presence of:

Ernest A. Schaeppi
ERNEST A. SCHAEPPi

Carole A. Maynard
CAROLE A. MAYNARD

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss: Glastonbury

Bruce J. Bemer
Bruce J. Bemer L.S.

TOWN OF GLASTONBURY

Richard S. Borden Jr
TOWN MANAGER L.S.
RICHARD S. BORDEN, JR.

May 5

, 1987

Personally appeared, Bruce J. Bemer, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed before me.

Christopher R. Stone
Christopher R. Stone
COMMISSIONER OF THE SUPERIOR COURT

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss: Glastonbury

MAY 11, 1987

Personally appeared, RICHARD S. BORDEN JR., signer and sealer of the foregoing instrument, who acknowledge the same to be his free act and deed as such Town Manager, before me.

Carole A. Maynard
~~COMMISSIONER OF THE SUPERIOR COURT~~
CAROLE A. MAYNARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1989

SCHEDULE A

A certain piece or parcel of land located in the Town of Glastonbury, County of Hartford, and State of Connecticut, consisting of the rear portion of 210 Commerce Street, Glastonbury, Connecticut, and designated as "Conservation Easement" on a map entitled "Grading/Erosion Control Plan Prepared for Bemer Petroleum Products, 210 Commerce Street, Glastonbury, CT Scale: 1" = 20' September 10, 1986 by Richard F. Lyon P.E." on file in the office of the Town Clerk of said Town to which reference may be had and as more particulary described as follows:

Beginning at a point of reference on the southerly side of Commerce Street which marks the northeasterly corner of property of the Grantor herein, and thence running S 10° 31' 30" E along land now or formerly of Monaco & Sons Paving, Inc. a distance of 17.00' to a point which marks the point of beginning; thence running S 10° 31' 30" E along land now or formerly of Monaco & Sons Paving, Inc. a distance of 315.95' to a point; thence running S 79° 36' 14" W along land now or formerly of Storage Park Assoc. a distance of 410.12' to a point; thence running S 79° 38' 10" W along land now or formerly of Storage Park Assoc. a distance of 126.00' to a point; thence running N 10° 21' 50" W along land now or formerly of Ronald E. Bourbeau a distance of 20.00' to a point; thence running N 59° 24' 40" E a distance of 40.49' to a point; thence running N 21° 22' 25" E a distance of 46.00' to a point; thence running N 6° 33' 08" W a distance of 35.36' to a point; thence running N 29° 17' 57" W a distance of 56.51' to a point; thence running N 20° 00' 46" E a distance of 44.27' to a point; thence running N 51° 35' 15" E a distance of 110.63' to a point; thence running S 17° 47' 25" E a distance of 109.28' to a point; thence running S 84° 33' 50" E a distance of 78.66' to a point; thence running S 64° 57' 54" E a distance of 43.01' to a point; thence running N 79° 29' 41" E a distance of 133.42' to a point; thence running N 11° 51' 37" E a distance of 113.74' to a point; thence running N 4° 38' 28" W a distance of 97.52' to a point; thence running N 42° 04' 31" E a distance of 21.40' to a point; thence running N 75° 17' 45" E a distance of 41.11' to a point which marks the point of beginning. Said piece or parcel contains approximately 83,009 square feet.

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

E.J. Friedberg