

CONSERVATION EASEMENT AGREEMENT

THIS INDENTURE made this ____ day of _____, 20____, by and between _____ of the Town of _____, County of _____, and State of _____ (“Grantor”), and the Town of Coventry, a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut, and acting through its Town Council (“Grantee”).

WITNESSETH:

WHEREAS, 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 Coventry; and

WHEREAS, the Grantor is the owner of certain real property situated in the Town of Coventry, and more particularly bounded and described in Schedule A, attached hereto and made a part hereof (the “Property”), which Grantee has determined would be in the public interest to retain and conserve in its natural state; and

WHEREAS, the Grantee has determined that the conservation of the Property can best be accomplished if the Grantor provides the Grantee with a conservation easement over, across, upon and below the Property with the conditions and covenants set forth below; and

WHEREAS, the Grantor is willing to grant such an easement to Grantee, thereby providing for the maintenance and conservation of the Property.

NOW THEREFORE, the Grantor grants and confirms unto the Grantee and its successors and assigns forever, the perpetual right, privilege and authority:

1. To install boundary identification markers on, and to preserve, protect, conserve and restrict the use of, the Property.
2. To enter the Property at all reasonable times for the purpose of inspecting it to determine whether the terms of this Agreement are being kept, and for such other reasonable purposes as will not disturb the quiet enjoyment of the Property by the Grantor or his or her successors or assigns.
3. To enforce by proceedings at law or in equity the terms of the Agreement and to seek, among other things, the following relief:

a. Restoration of any portion of the Property altered or disturbed after the date of this grant without the Grantee's written consent. Such restoration may include (i) replanting with trees, shrubs, or other vegetation acceptable to the Grantee; (ii) removal of debris, trash, rubbish, garbage, ash, silt, or other waste or discarded or fill materials; (iii) removal of buildings, signs, or other structures; (iv) emplacement and maintenance of erosion and sediment controls; and (v) installation or replacement by a land surveyor of boundary identification markers. The Grantee shall be entitled to require the Grantor or his or her successors or assigns to have a professional engineer, landscape architect or other qualified professional, prepare plans for any such restoration.

b. Damages for any costs of restoration borne by the Grantee. In the event the Grantee is successful in such legal or equitable proceedings, it shall be entitled to reimbursement from the Grantor, or his or her successors or assigns, for all of the Grantee's costs for such proceedings, including attorneys' fees.

Grantor further makes the following covenants on behalf of the Grantor and his, her, or its successors and assigns:

C O V E N A N T S

I. Prohibitions

Without the prior express written consent of the Grantee, none of the following activities shall be allowed or undertaken upon the Property:

1. The construction or placing of buildings, roads, signs, billboards, or other structures on, or below, or above ground;
2. The dumping or placing of soil or any other substance or material;
3. The excavation, dredging, or removal of loam, peat, gravel, soil, rock or other substances;
4. The removal or destruction of trees, shrubs, or other vegetation; the destruction of wildlife or its habitat, and the application of pesticides or herbicides;
5. The placement or use of any vehicle;
6. The removal or disturbance of any boundary markers identifying the Property as a Conservation Easement Area.

II. Exceptions

Notwithstanding the foregoing prohibitions, the Grantee, upon written application by the Grantor or his, her, or its successors, assigns, agents, or representatives, may permit the following activities on the Property:

1. The construction, reconstruction, maintenance, and repair of above-ground public or private utilities, including sanitary sewer and/or water lines, subject to demonstration of the need for the proposed activity.
2. The removal of dead trees and dead brush.
3. The pruning and thinning of live trees and brush.
4. The maintenance of Conservation Easement placards.
5. Any other exceptions deemed necessary by the Grantee to allow the reasonable quiet enjoyment of the Property by the Grantor and his or her heirs, successors and assigns without harming the purposes of this Conservation Easement Agreement.

Applications for any exception shall be made to the Town, or to its successor or assign, in accordance with the procedures established by the Town, its successor or assign, and in effect at that time.

The Grantor reserves the right to make use of the Property in any manner not inconsistent with this Conservation Easement Agreement.

III. Identification, Inspection, and Maintenance of the Property

Grantee shall have the privilege and option to manage, maintain, keep up, and preserve the Property as it may deem appropriate, but it shall have no obligation to do so. Grantee shall have no liability or responsibility whatsoever to Grantor or any other person with respect to the operation, upkeep, management, and maintenance of the Property, nor shall Grantee be obliged to obtain any form of insurance coverage with respect to the Property.

The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and his heir, successors and assigns, except as set forth above, and inures to the benefit of Grantee, its successors and assigns. All covenants contained herein shall run with and bind the land.

IV. Title

The Grantor is the sole owner of the Property in fee simple and has the right to enter this Conservation Easement Agreement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including, but not limited to, any mortgages not subordinated to the Easement.

THE GRANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS CONSERVATION EASEMENT AGREEMENT AND FURTHER UNDERSTANDS THAT THE TOWN OF COVENTRY WILL VIGOROUSLY ENFORCE THE CONDITIONS ESTABLISHED HEREIN.

To have and to hold the above granted rights, privileges or authority unto the Grantee, its successors and assigns forever.

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

Signed, Sealed, and Delivered
In the Presence Of:

GRANTOR

GRANTEE – TOWN OF COVENTRY

By
Its Town Manager
Duly Authorized

01/29/03

EXHIBIT A

A certain piece or parcel of land as shown on a map entitled _____,
which map is on file or to be filed in the Coventry Land Records and being more
particularly bounded and described as follows: