

PRIVATE CONSERVATION EASEMENT AGREEMENT

The purpose of a Private 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 Roxbury.

It is the responsibility of the property owner to be fully aware of all of the conditions contained in the Private Conservation Easement Agreement as expressed below. The Town of Roxbury will vigorously enforce the conditions established herein.

THIS INDENTURE made this _____ day of _____, 2020, by and between _____ [owner of lot #3] _____, hereinafter called "Grantor", and the **TOWN OF ROXBURY**, a municipal corporation having its territorial limits within the County of _____ and State of Connecticut, hereinafter called "Grantee".

W I T N E S S E T H :

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of Roxbury, County of _____ and State of Connecticut, which Grantee, acting through its Inland Wetlands & Watercourses Commission ("Commission"), has determined would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee, acting through the 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 the 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 private 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, heir, successor or assign, of a certified copy of the Private 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 Private Conservation Easement Agreement, hereinafter called "PRIVATE CONSERVATION EASEMENT AREA", shown as "PROPOSED PRIVATE CONSERVATION EASEMENT" or "OPEN SPACE" located on Subdivision Plans entitled, " _____",

which Subdivision Plans are filed with the Town Clerk of the Town of Roxbury. Said "Proposed Private Conservation Easement" is more particularly bounded and described on Schedule A and attached hereto.

I. PROHIBITIONS

GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES UNDER, OVER OR UPON THE PRIVATE 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 Private Conservation Easement Area that their result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in the Private Conservation Easement Area;

6. The removal or disturbance of the Private Conservation Easement Area temporary stakes prior to permanent marking, permanent iron pins or boundary markers, or any other field identifications of the Private Conservation Easement Area boundaries; and
7. Both the Grantor and Grantee recognize and agree that there will be no public access to, or use by the public of, the Private Conservation Easement Area, except as may be explicitly provided to the Grantor and Grantee, pursuant to the terms and conditions of this Private Conservation Easement Agreement.

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

1. The Grantee, acting through the 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 the 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 Commission.
3. The Grantee, acting through the 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 Commission, or its successor, and shall be in accord with the procedures established by the Commission, or its successor, in effect at that time.

The Grantee agrees, by acceptance hereof, to release automatically such Private 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 for itself, its successors and assigns 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 Private 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 THIS PRIVATE CONSERVATION EASEMENT

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 Private Conservation Easement Area, Private Conservation Easement boundaries are to be marked with oak stakes labeled "Private 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 the Town's easement boundary markers are installed. All Private 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 Private Conservation Easement Area.
3. The Grantor hereby grants the Grantee the right to have a qualified representative of the Town inspect the Private Conservation Easement Area following reasonable notice to current Grantor or occupant.

IV. FINDING OF VIOLATION

1. If it is determined by the Commission, or its successor, that a violation of this Private Conservation Easement Agreement exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the Commission, or its successor, is in violation of this Conservation Easement Agreement.
2. Within sixty (60) days of such order and after appropriate notice, the 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 Private Conservation Easement Agreement, the Grantor agrees, among other things, to restore the Private Conservation Easement Area(s) as closely as possible to its natural state. Such restoration shall include but need not be limited to:

- a. replanting with trees, shrubs or other appropriate vegetation acceptable to the 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 Private 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 Commission, or its successor.

- 4. If either the Grantor or any other person on the Grantor's property is found to have violated this Private Conservation Easement Agreement, the Commission, or its successor, can exercise its discretion, in accordance with applicable Town of Roxbury 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 Commission or a duly appointed agency.

The foregoing Private Conservation Easement Agreement shall be permanent and binding upon the Grantor and its heirs, successors and assigns, except as hereinbefore set forth, and inure to the benefit of the 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 parties have hereunto set their hands and seals the day and year first aforementioned.

Signed, Sealed and Delivered
in the presence of

GRANTOR:

_____ By _____

Duly Authorized

GRANTEE:
TOWN OF ROXBURY, CONNECTICUT

_____ By _____

_____ Its _____
Duly Authorized

STATE OF CONNECTICUT:

_____ : ss. _____, 2020
COUNTY OF _____ :

Personally appeared _____ of _____, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be her/his free act and deed as said Officer and the free act and deed of said corporation, before me.

Commissioner of Superior Court

STATE OF CONNECTICUT:

_____ : ss. _____, 2020
COUNTY OF _____ :

Personally appeared _____, who acknowledged herself/himself to be the _____ of the Town of Roxbury, Connecticut, a municipal corporation, and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as _____.

Notary Public
My Commission Expires: