

Ret to:
Alter & Pearson, LLC
PO Box 1530
Glastonbury, CT 06033

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 of the premises herein encumbered.

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.

THIS INDENTURE made this _____ day of _____, 2022, by and between **McGuire Road Associates LLC**, a Connecticut limited liability company located in the Town of South Windsor, County of Hartford and State of Connecticut, hereinafter called "Grantor", and **Town of South Windsor**, a municipal corporation, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated in the Town of South Windsor, County of Hartford and State of Connecticut, and the Grantee is a municipal corporation, and the Grantor and the Grantee have determined that it would be in their interest to retain, maintain and conserve an area as open space in perpetuity once it has been improved by installation of a landscape and buffering plan as approved by the South Windsor Planning and Zoning Commission; and

WHEREAS, the Grantee 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 private 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, 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 the open space and buffer condition, all as more particularly approved by the South Windsor Planning and Zoning Commission. 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 are located on the northerly side of King Street "PRIVATE CONSERVATION EASEMENT AREA", shown as "PROPOSED BUFFER/CONSERVATION EASEMENT 3.3 ACRES" on a certain map or plan entitled:

" _____ " being recorded as Map No. _____ in the South Windsor Land Records to which reference may be had for a more particular description thereof.

I. PROHIBITIONS

GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES UNDER, OVER OR UPON THE BUFFER/CONSERVATION EASEMENT AREA:

1. The construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above-ground, except for a minimum six feet (6') high fence for screening as shown on said map or plan and as approved by the South Windsor Planning and Zoning Commission;
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. Upon completion of the construction of the proposed berm and screening as shown on the approved plan, the removal or destruction of trees, shrubs or other vegetation, the destruction of wildlife or its habitat, 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 or to the landscape conditions established pursuant to the plan approved by the South Windsor Planning and Zoning Commission;
5. The conduct of any of the foregoing activities in such proximity to the Buffer/Conservation Easement Area such that the result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in the Buffer/Conservation Easement Area; and

II. EXCEPTIONS

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS:

1. The Grantee, shall be permitted to undertake the construction, reconstruction, maintenance and repair within said premises of the fencing to be installed, the landscape materials to be installed, the storm water drainage facilities existing or to be installed, any above-ground and below-ground public or private utilities, including sanitary sewer and/or water lines, and including the removal of invasive species of plants, subject to review by the Town Planning Staff to reasonably determine (a) the need for the proposed activity within said premises; and (b) an environmental review of the siting and proposed methods of installation and maintenance to be utilized. Any installation or maintenance activities shall require the replacement and restoration of any disturbed areas in a timely manner upon completion of the approved work.

2. The Grantee, acting by its Planning Staff, shall, upon written application of the Grantor, permit the removal of dead trees and dead brush from said premises.

3. The Grantee, acting by its Planning Staff, may, upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises.

The Grantee agrees, by acceptance hereof, to release automatically such Buffer/ 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 as a buffer/open space buffer/conservation area.

III. FINDING OF VIOLATION

1. If it is determined by the Grantee, 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 grantee, or its successor, is in violation of this Conservation Easement Agreement.

2. 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 (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 Grantee, acting by its Planning staff;

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

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 Grantee, or its successor.

The foregoing Private Conservation Easement Agreement shall be permanent and binding upon the Grantor and its 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, and its successors and assigns, forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor hereunto has set its hand and seal the day and year first aforementioned.

Signed, Sealed and Delivered
in the presence of

GRANTOR: MCGUIRE ROAD ASSOCIATES LLC

BY: _____

Its Member, duly authorized

STATE OF CONNECTICUT:

COUNTY OF HARTFORD : ss. South Windsor _____, 2022
 :

Personally appeared _____, duly authorized member of McGuire Road Associates LLC, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the limited liability company, before me.

Peter Jay Alter
Commissioner of Superior Court