

CONSERVATION EASEMENT

The purpose of a Conservation Easement is to protect in perpetuity significant natural features and to minimize the impact of activities associated with land development upon the within-described property in the Town of Montville.

THIS INDENTURE made this ____ day of November, 2023, by and between **THE NEVAR COMPANY** of the Town of Cheshire, County of New Haven and State of Connecticut (hereinafter called "GRANTOR"), and the **TOWN OF MONTVILLE**, a municipal corporation having its territorial limits within the County of New London 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 Montville, County of New London and State of Connecticut, which Grantee, acting through its Planning and Zoning 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 Planning and Zoning Commission, has determined that the maintenance and conservation of 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, for no consideration, 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 to perpetually preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition except as provided here in Section II. EXCEPTIONS. All covenants contained herein are deemed to run with the land.

Said Premises subject to this Conservation Easement Agreement, hereinafter called "THE CONSERVATION EASEMENT AREA" are described as follows:

See Schedule "A" attached hereto

Said premises are delineated on the following map filed on the Montville Land Records (the "Map"):

"PROJECT: PROPOSED 1-LOT RESUBDIVISION OF 958 ROUTE 163 (PARCEL ID : 046-008-000)OAKDALE, CONNECTICUT JULY 17, 2023 SHEET TITLE SUBDIVISION PLAN (SHEET 2 OF 2) SHEET #: 1.12"; Plan Date 07/17/23; Revised: 08/04/23, 08/31/23,

09/12/23, 09/21/23 and 11/06/23; scale 1"=60"; prepared by Solli Engineering, 501 Main Street, Monroe, CT 06468, 11 Vanderbilt Ave, Norwood, MA 02062

I. PROHIBITIONS

GRANTOR FURTHER COVENANTS AND AGREES TO PROHIBIT AND REFRAIN FROM THE FOLLOWING ACTIVITIES UNDER, OVER, OR UPON THE CONSERVATION EASEMENT AREA EXCEPT AS HEREINAFTER PERMITTED:

- A. The construction or placing of buildings, signs, billboards or other advertising, or other structures on the premises.
- B. 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.
- C. 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 of ground or surface waters.
- D. The removal or destruction of trees, shrubs, or other vegetation, the destruction of wildlife 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.
- E. The conduct of any of the foregoing activities in such proximity to the Conservation Easement Area that their result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife in the Conservation Easement Area.
- F. 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:

- A. The Grantor, its successors and assigns, may construct, within the Conservation Easement Area, an access driveway or road and may repair and maintain the same. In connection therewith, the Grantor, its successors and assigns, may remove trees, shrubs or other vegetation, excavate, and/or remove gravel, soil and rock, grade or slope the ground, deposit fill and perform all other activities reasonably necessary for such construction, repair or maintenance.

- B. The Grantor, its successors and assigns, may construct, within the Conservation Easement Area, electrical utility lines and facilities and may repair and maintain the same. In connection therewith, the Grantor, its successors and assigns, may remove trees, shrubs or other vegetation, excavate, and/or remove gravel, soil and rock, grade or slope the ground, deposit fill and perform all other activities reasonably necessary for such construction, repair or maintenance.
- C. The Grantee, acting through its Planning and Zoning 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 site and proposed methods of installation and maintenance of such utilities.
- D. The Grantee, acting through its Planning and Zoning 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 Planning and Zoning Commission.
- E. The Grantee, acting through its Planning and Zoning Commission, or its successor, may upon written application of the Grantor, permit the pruning and thinning of live trees and brush on said premises.
- F. Application by the Grantor for any approval provided for hereunder shall be made to the Planning and Zoning Commission, or its successor, and shall be in accord with the procedures established by the Planning and Zoning Commission, or its successor, in effect at that time.

The Grantee 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:

- A. 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 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 Grantor installs easement boundary markers. All 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.

- B. The Grantor hereby agrees to install and maintain markers identifying the boundaries of the Conservation Easement Area, such markers to be specified by the Montville Planning and Zoning Commission.
- C. The Grantor hereby grants the Grantee the right to have a qualified representative of the Town inspect the Conservation Easement Area following reasonable notice to current Grantor or occupant.

IV. FINDING OF VIOLATION

- A. If it is determined by the Planning and Zoning Commission or its successor, that a violation of a Conservation Easement Agreement exists, the Grantor shall be ordered to cease and desist from and prevent any activity which, in the opinion of the Planning and Zoning Commission, or its successor, is in violation of this Conservation Easement Agreement.
- B. Within sixty (60) days of such order and after appropriate notice, the Planning and Zoning Commission shall hold a hearing for the purpose of determining if the cease and desist order shall continue.
- C. If the Grantor is found to have violated the terms of this Conservation Easement Agreement, the Grantor will restore the Conservation Easement Area(s) to its (their) natural state. Such restoration shall include but need not be limited to:
 - 1. replanting with trees, shrubs or other appropriate vegetation acceptable to the Planning and Zoning Commission;
 - 2. removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
 - 3. removal of any unauthorized structures or improvements;
 - 4. placement and maintenance of erosion controls;
 - 5. replacement by a land surveyor of any Conservation Easement Area markers which have been removed or disturbed.
- D. 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 Planning and Zoning Commission, or its successor.
- E. If the Grantor, or any other person acting with the consent of the Grantor, is found to have violated a Conservation Easement Agreement, the Planning and Zoning Commission, or its successor, may pursue, without election, any available remedy at law or equity.

- F. In the event that Grantee shall bring legal action to enforce any provision of this Conservation Easement and Restriction and if any court of competent jurisdiction shall find that the Grantor violated any provision of this Conservation Easement and Restriction, Grantor agrees to pay all the costs, including reasonable attorney's fees for said legal action.

The Grantee acknowledges that the conveyance of this Conservation Easement is not intended, and shall not be construed, to grant any rights of access to the above-described premises to the general public nor to any person or persons.

The foregoing Conservation Easement and Restriction shall be permanent and run with the land, and shall be binding upon the Grantor and his heirs, successor and assigns, 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 behoove.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed the day and year first aforementioned.

Witnesses:

THE NEVAR COMPANY
Grantor

By: _____

DEAN B. FISKE
Its President

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Cheshire

On this, the ____ day of November, 2023, before me, the undersigned officer, personally appeared **DEAN B. FISKE** who acknowledged him/herself to be the President of **THE NEVAR COMPANY** a corporation, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by him/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary public
My commission expires:

TOWN OF MONTVILLE
Grantee

By: _____

Its

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON) ss: Montville

On this, the _____ day of November, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of **TOWN OF MONTVILLE** a municipal corporation, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by him/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary public
My commission expires:

SCHEDULE "A"

Commencing at a concrete bound in the westerly street line of Connecticut Route 163 at the northeasterly corner of the land of Lot 1 (958 Route 163 / 046 - 008 - 000) and on the dividing line between Lot 1 (958 Route 163 / 046 - 008 - 000) and remaining land now or formerly of Raymond and Mary J. Mostowy; thence running the following bearings and distances along the westerly street line of Connecticut Route 163:

- S04°39'27"E for a distance of eleven and 20/100 feet (11.20');
- Curve having a radius of one thousand eight hundred and eighty five and 08/100 feet (1885.08') for a distance of one hundred seventy eight and 52/100 feet (178.52') (chord angle = S01°54'36"E, chord length = 178.46);
- S89°19'57"E for a distance of seven and 94/100 feet (7.94');
- S03°01'18"W for a distance of seventy seven and 22/100 feet (77.22');
- S07°45'00"W for a distance of one hundred and seventy and 34/100 feet (170.34');
- S08°10'00"W for a distance of seventy and 01/100 feet (70.01') to a point and place of beginning;

Thence running S08°10'00"W for a distance of forty two and 12/100 feet (42.12') to a point;

Thence running along a curve having a radius of two thousand eight hundred and thirty nine and 93/100 feet (2839.93') for a distance of one hundred and fifty five and 11/100 feet (155.11') (chord angle = S09°47'28"W, chord length = 155.09);

Thence running N80°24'06"W for a distance of one hundred and sixty five and 83/100 feet (165.83') to a point;

Thence running N00°00'00"E for a distance of two hundred and 00/100 feet (200.00') to a point;

Thence running S80°24'06"E for a distance of one hundred and ninety eight and 65/100 feet (198.65') to the point and place of beginning, containing 0.830± acres of land.