

MODEL CONSERVATION AGREEMENT

(to be used as the basis for PZC-required easements)

(Please see Miscellaneous Notes at the end of this model for considerations applicable to Town Council or Inland Wetland Agency-associated conservation easements.)

The purpose of a conservation easement is to retain land or water areas predominantly in their natural, scenic or open condition or in agriculture, farming, forest or open space use; to protect in perpetuity significant natural features and to minimize the environmental impact of activities associated with land development within the town of Mansfield.

It is the responsibility of the property-owner to be fully aware of all of the conditions contained in the conservation easement agreement as expressed below. The Town of Mansfield retains the right to enforce the conditions established herein.

THIS INDENTURE made this _____ day of _____, 20_____, by and between _____, of the Town of _____, County of _____, State of Connecticut (hereinafter called "GRANTOR"), and the TOWN OF MANSFIELD, a municipal corporation incorporated under the laws of the State of Connecticut and the Charter of the Town of Mansfield (hereinafter called "GRANTEE"),

WITNESSETH:

WHEREAS the GRANTOR is the owner in fee simple of certain real property in the Town of Mansfield, County of Tolland and State of Connecticut, hereinafter called "The Conservation Easement Area" and described as follows: _____

Said Conservation Easement Area is delineated on the following map filed or about to be filed on the Land Records of the Town of Mansfield: _____

WHEREAS the Conservation Easement Area possesses ecological, scientific, educational, aesthetic, agricultural, historic and/or recreational values of importance to the Grantor, the people of Mansfield and the people of the State of Connecticut; and

(continued)

WHEREAS the Grantee, acting through its Planning and Zoning Commission, has determined that it would be in the public interest to retain, maintain and conserve the Conservation Easement Area in its present state to protect its conservation values, and that the maintenance and conservation of said property of the Grantor can be accomplished by the securing of a Conservation Easement over, across, and upon said Conservation Easement Area;

WHEREAS the Planning and Zoning Commission, pursuant to applicable zoning and subdivision regulations and pursuant to actions by the Mansfield Town Council, is authorized to acquire easements in the name of the Grantee, the Town of Mansfield; and

WHEREAS the Grantor is willing, in consideration of one (1) dollar and other good and valuable considerations, receipt of which is hereby acknowledged, including a desire to conserve and protect the fauna, flora and hydrologic/geological features and the natural beauty of the property for posterity, to grant to said Grantee the Easement and Covenants as hereinafter expressed concerning the Conservation Easement Area, thereby providing for its maintenance and conservation;

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey with quit claim covenants unto the Grantee, its successors and assigns forever, a Conservation Easement in perpetuity over the defined Conservation Easement Area, of the nature and character and to the extent hereinafter set forth. All terms, covenants and conditions contained herein are deemed to run with the land.

I Rights of the Grantee

To accomplish the purpose of this Easement, the following rights are conveyed to the Grantee by this easement:

- A. The right to preserve and protect the Conservation Easement Area;
- B. The right to enter (following reasonable notice to current Grantor or occupant) the Conservation Easement Area at all reasonable times and, if necessary, across other lands of the Grantor, for the purposes of:
 - 1. Inspecting the Conservation Easement Area to determine if the Grantor, his successors or assigns, is complying with the covenants and purposes of this Easement;
 - 2. Enforcing the terms of this Conservation Easement agreement;
 - 3. Taking any and all actions with respect to the Conservation Easement Area as may be necessary or appropriate, with or without order of the court, to remedy or abate violations hereof;
 - 4. Maintaining and/or replacing boundary markers of the Conservation Easement Area
- C. The right, but not the obligation, to monitor the condition of any rare or endangered plant and animal populations and plant communities in the Conservation Easement Area, and to manage them, if necessary, for their continued survival and quality in the Conservation Easement Area;

(continued)

- D. The right to enforce the covenants contained herein pursuant to Section 8-12 CGS and/or other provisions of the Connecticut General Statutes. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Conservation Easement Area due to causes beyond the Grantor's control, such as changes caused by fire, floods or storms. The Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this easement.

II Covenants

The Grantor makes the following covenants:

Without prior express written consent from the Grantee, the Grantor agrees to prohibit and refrain from the following activities under, over or upon the Conservation Easement Area:

- A. There shall be no construction or placing of buildings, sewage disposal systems, wells, drainage systems, underground tanks, underground utilities, roads, driveways, mobile homes, fences, signs, bill-boards or other advertising, or structures of any kind;
- B. There shall be no dumping, storing or placing of soil or other substances or materials and there shall be no storage or disposal of vehicles, vehicle parts or wastes of any kind;
- C. There shall be no topographic changes, no ditching, draining, diking, dredging, tilling, excavating, regrading, mining or drilling, and no removal or filling of topsoil, loam, peat, sand, gravel, rock, minerals or other substances;
- D. There shall be no removal or destruction of trees, shrubs, or other vegetation, no use of fertilizers, poisons, pesticides, herbicides or biocides, no hunting or trapping, no grazing of domestic animals, no introduction of non-native plants and animals and no disturbance or change in the natural habitat in any manner. There shall be no removal of dead trees and no pruning and thinning of live trees and brush unless necessary to maintain trails and accessways;
- E. There shall be no alteration of water courses, waterbodies or wetland areas, nor shall there be activities or uses conducted on the Conservation Easement Area which are or have the potential for being detrimental to drainage, flood control, surface or ground water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural condition;
- F. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles;
- G. There shall be no removal or disturbance of the iron pins, boundary markers or any other field identifications of the Conservation Easement boundaries.

Any request for written approval for uses and activities noted above shall be submitted to the Mansfield Planning and Zoning Commission and be accompanied with a detailed statement of purpose and specific plans for the proposed use or activity. Grantee shall have the right to approve such changes in use provided the changes do not interfere with or have an adverse impact on the natural scenic, ecological and open space values being protected within the Conservation Easement Area.

III Reserved Rights

- A. The Grantor herein reserves the right to make use of the Conservation Easement Area for any and all purposes which are in keeping with the stated intent of this Conservation Easement Agreement

(continued)

and which shall in no way endanger the maintenance and conservation of the Conservation Easement Area in its natural state.

- B. The Grantor herein reserves the right to sell, give or otherwise convey the Conservation Easement Area or any portion or portions of the Conservation Easement Area, provided such conveyance is subject to the terms of this Easement and all applicable requirements of the Town of Mansfield and State of Connecticut.

IV Public Access

Nothing contained in this Conservation Easement Agreement shall give or grant to the public a right to enter upon or use the Conservation Easement Area or any portion thereof where no such right existed for the public immediately prior to the execution of this Easement.

V Subsequent Transfers

- A. The Grantor further covenants and agrees to incorporate the terms of this easement in any deed or legal instrument by which any interest in all or a portion of the Conservation Easement Area is divested, including without limitation, a leasehold interest. Failure of said Grantor to provide such notice shall not impair the validity of this easement or limit its enforceability in any way.
- B. The Grantor further covenants and agrees to give written notice by certified mail to the Mansfield Town Clerk of the transfer of any interest in the Conservation Easement Area at least five (5) days prior to the date of such transfer. Failure of said Grantor to provide such notice shall not impair the validity of this easement or limit its enforceability in any way. A copy of this notice shall also be sent to the Chairman of the Mansfield Planning and Zoning Commission c/o the Mansfield Planning Office. .

VI Other Provisions

- A. The Grantor agrees to pay any real estate taxes or other assessments levied by competent authorities on the Conservation Easement Area.
- B. If any provision of this conservation easement agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
- C. The covenants agreed to and the terms, conditions, restrictions and purposes imposed with this grant shall not only be permanent and binding upon the Grantor, but also upon his lessees, agents, personal representatives, successors and assigns, and all other successors to him in interest, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

TO HAVE AND TO HOLD the said conservation agreement unto the said Grantee, it successors and assigns forever.

(continued)

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day, month and year first above written.

Witness:

Grantor

Grantee – Town of Mansfield

STATE OF

COUNTY OF

date _____

Personally appeared signer of the foregoing instrument, and acknowledged the same to be their free act and deed, and the free act and deed of said partnership, before me.

Commissioner of the Superior Court/
Notary Public

My commission expires:

Miscellaneous Notes:

1. If the conservation easement is required by the Inland Wetland Agency, the covenants in Sections II and other provisions must be reviewed and appropriately revised, particularly with respect to activities exempted by Section 22a-40 CGS.
2. The covenants in Section II must be revised if an active agricultural use exists or is proposed in a Conservation Easement Area.
3. The covenants in Section II and the provisions of Section IV must be revised if trails and public access are to be allowed. Provisions for trail maintenance and liability must be incorporated.
4. If a conservation easement contains special features (white cedar swamp, watercourse, bog, pond, etc.), these attributes should be specifically documented and the protection covenants in Section II modified to highlight the protection of these special features. Special provisions regarding the right to make scientific and educational observations and studies also should be considered.
5. If historically significant structures or sites are included, the document should be revised to include "Preservation Restriction" terms, as per the statutory provisions of CGS 47-42a(b), 47-42b and 47-42c.
6. The terms of this conservation easement model also are subject to modification (on a case-by-case basis) to address special property-owner requests.