

**APPENDIX C**

**CONSERVATION EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ of the Town of \_\_\_\_\_ County of \_\_\_\_\_, and State of Connecticut, hereinafter referred to as "Grantor", and the TOWN OF WETHERSFIELD, a municipal corporation having its territorial limits within the County of Hartford, hereinafter referred to as the "Grantee";

**WITNESSES**

WHEREAS, the Grantor is the owner of certain real property, hereinafter referred to as "the Property," situated in the Town of Wethersfield, County of Hartford and State of Connecticut; more particularly described as (insert description)

and:

WHEREAS, Grantor by and through this instrument conveys an easement to Grantee of a portion of the property designated as a "Conservation Easement," which is more specifically described as (insert description)

and:

WHEREAS, the Grantor and Grantee agree that the easement described herein is to, and shall run with, the land; and

WHEREAS, the Grantee, acting through its Inland Wetlands and Conservation Commission, has determined that the preservation of the easement area as open space in its natural state would be in the public interest; and

WHEREAS, by Act of the Connecticut General Assembly, General Statutes, Revision of 1958, Revised to 1985, Section 22a-42(b), as amended, the Grantee is empowered to acquire wetlands and watercourses within its territorial limits by easement or covenant; and

WHEREAS, the Grantee, acting through its Inland Wetlands and Conservation Commission, has determined that the preservation and maintenance of the easement area as open space in a natural condition can best be accomplished by securing, by Grantee, of a conservation easement over, across, and upon the said Property of the Grantor;

NOW, THEREFORE, for good and valuable consideration delivered by the Grantee, receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby freely give, grant, assign, bargain, sell and convey unto the Grantee, its successors and assigns forever, a conservation easement and restriction over the easement area and property consisting of:

The right of the Grantee to act in the public interest to preserve the easement area in its natural condition, free from random, unnecessary, undesirable and unregulated uses and protected from disturbance and destruction; the right of the Grantee, or its authorized agents, in a reasonable manner and at reasonable times, to enter, inspect, and perform such work in the easement area as Grantee deems desirable for the maintenance of the easement area or to assure the protection of its open

condition, water quality, natural vegetation and wildlife habitats, and the right of the Grantee to enforce by proceedings in law or equity the covenants hereinafter set forth.

IN FURTHERANCE of the foregoing affirmative rights, the Grantor, on behalf of himself, his heirs and assigns, covenants and agrees:

1. The easement area shall be used for conservation, educational, and limited recreational (not including the use of motorized recreational vehicles) purposes only. No buildings, roads, parking areas, signs, billboards or other structures, temporary or permanent, shall be constructed on or in the easement area.
2. The easement area shall not be subdivided, now or hereafter, in order that the aims set forth in the above declaration shall not be placed in jeopardy.
3. No alteration shall be made to the surface of the easement area other than that caused by the forces of nature, unless such alteration is approved in advance and in writing by the Inland Wetland and Conservation Commission of the Town of Wethersfield or its authorized representative. Without limiting the generality of the foregoing, the following activities are specifically prohibited on or in the easement area:
  - a.) The dumping or placing of soil or other substance or material as landfill or the dumping or placing of trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials.
  - b.) The excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral or organic substance.
  - c.) The removal or destruction of trees, shrubs, or other natural vegetation.
  - d.) The killing of wildlife.
  - e.) The spraying of pesticides.
  - f.) Any activity or use detrimental to water quality, water conservation, drainage, flood control, erosion control, soil conservation, wildlife or the maintenance of the easement area in its natural scenic and open condition.
4. There is retained in the Grantor the following rights and obligations:
  - a.) The right to post the Property to control unauthorized use.
  - b.) The right to erect temporary signs to advertise the Property for sale or rent.
  - c.) The right to clear dead wood and brush from and otherwise maintain the easement area after giving notice to and receiving written approval from the Grantee, acting through its Inland Wetlands and Conservation Commission.
5. Grantor understands and expressly agrees that Grantee shall, through this instrument, have the right of ingress to and egress from the easement area from and through the property for the purpose of using the easement area for all purposes provided and assisting in the maintenance of same.
6. Should circumstances so change in the future that the purpose and intent of this grant can no longer be fulfilled, or that the fulfillment of said purposes would no longer be appropriate, the Grantor or its successors and the Grantee or its successors may

mutually agree to alter the rights, covenants and restrictions of this easement at any time.

TO HAVE AND TO HOLD the above-granted rights, privilege or authority unto said Grantee, its successors and assigns forever, to its and their proper use and behalf.

IN WITNESS WHEREOF, the Grantor has hereunto set or caused to be set his/her and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT)

) ss.

COUNTY OF HARTFORD )

Personally appeared, \_\_\_\_\_ signer(s) of the foregoing instrument, and acknowledged the same to be \_\_\_\_\_ free act and deed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public