



Office of the **PLANNING & ZONING OFFICIAL**
JEREMY DeCARLI, AICP, CZEO
jdecarli@easthamptonct.gov

August 30, 2023

David and Melissa Baribault
33 High Point Drive
Middle Haddam, CT 06456

Re: 33 High Point Drive Conservation Easement

Dear David and Melissa,

Thank you for your letter dated August 7, 2023. I appreciate your proposed efforts to vacate the conservation easement and allow nature to restore the area to its original condition. Please consider the following:

Vegetation: As vegetation regrows, please watch for invasive species. I strongly suggest consulting with a landscaper to determine appropriate revegetation methods in order to prevent the introduction of invasive species.

Path: Maintenance of a 10' wide walking path to the river is acceptable.

Shed: Unfortunately, I cannot allow the shed to remain within the conservation easement. The easement document does not allow structures within the area and the intent is for the area to remain natural. Please apply for a zoning approval for a compliant location and have the shed moved to an area outside of the easement.

Stairs: Please provide evidence that the stairs were in place historically or evidence of a prior approval. There are no permits in our files for stairs in this location and the conservation easement was created when the subdivision was developed, leading me to believe they were not in place prior to the lot being developed. If no evidence exists to suggest prior approvals, at minimum an application must be submitted to the IWWA for the work within the upland.

Again, thank you for your cooperation and willingness to resolve this matter.

Sincerely,

Jeremy DeCarli
Planning & Zoning Official

August 7, 2023

David and Melissa Baribault
33 High Point Drive
Middle Haddam, CT 06456

Dear Jeremy,

We are in receipt of your letter dated July 6, 2023. We apologize for the work that has been completed within the conservation easement area, we were only trying to regain access to the river, which we believed was within our rights. We agree not to remove any further trees within the easement area and will allow all vegetation regrow.

We agree to only maintain a 10 wide path to the river for access as we believe we should have the ability to gain access for boating purposes (kayak, sail boat). We will not add any additional gravel, but will maintain the current surface in its current condition and not modify it, but keep the 10' path clear of vegetation. Removing the material within the laneway area will most likely be more damaging to the natural environment and given the steepness of the slope. It is noted that there has always been a path to the river as that is how we gained access to the river, and we did improve it because of its steepness and the erosion that was occurring.

The small shed that was placed at the south side of our property is used to house our kayaks. The shed is under 200 square feet. Bringing the shed down the extremely steep slope (about 1 ½ to 1) to the level area where it is currently located was extremely difficult. We will have to find a contractor willing to move it. However, given the difficulty and damage that would be done by removing the shed and the dangerous condition, we would ask to be allowed to keep the shed in its current location. But do understand if we have to remove it; we just ask that you give us time to find a contractor willing to do this work.

As for the stairs, there have always been stairs in the current location as evidence by the existence of the stone landing, we basically replaced them as they were old and dangerous. It is noted that the stairs have been constructed as a temporary single unit and can be removed at any time. We enjoy boating and would like to maintain the stairs and access to the river. We would like to keep them there during the summer/fall and will remove them in winter and early spring when we do not need access to the river. Of course, we would remove them if there was a threat of any flooding.

We have lived at our current address for close to 30 years and have always enjoyed access to the river without much of a problem until recently. We would like to maintain safe access to the river for our family to enjoy this beautiful natural resource. We believe the river is there for all to enjoy for boating, fishing, bird watching and just relaxing.

If you have any question, please do not hesitate to contact me (Melissa) at 860-919-4212.

Very truly yours,

David and Melissa Baribault

David and Melissa Baribault



Office of the **PLANNING & ZONING OFFICIAL**
JEREMY DECARLI, AICP, CZEO
jdecarli@easthamptonct.gov

July 6, 2023

David and Melissa Baribault
33 High Point Drive
PO Box 261
Middle Haddam, CT 06456-0261

Re: Unauthorized Activities – 33 High Point Drive

Dear Mr. and Mrs. Baribault,

It has come to my attention that several activities have been undertaken within the Conservation Easement area held by the Town of East Hampton that lies along a portion of your property. The primary unauthorized activities include the installation of a shed, construction of a staircase, removal of trees, installation of a driveway, and excavation/grading of a portion of the property.

As referenced in the deed from Elliot Stone to you dated April 15, 1994, the property is encumbered by a private Conservation Easement in favor of the Town of East Hampton, put in place by the developer of High Point Estates. I have included a copy of both the deed (Exhibit A) and the Easement (Exhibit C) with this letter for your review.

As noted in the Easement document, the only activities that are authorized within the Easement area are the removal of dead trees and brush after the trees have been marked approved by the Planning & Zoning Commission. Construction of buildings or other structures, excavation, and removal of healthy trees and vegetation is prohibited.

In addition to violating the Conservation Easement, these activities are in violation of the Inland Wetland and Watercourses Regulations and Zoning Regulations of the Town of East Hampton. All activities involving removal or deposition of materials within 150 feet of the Connecticut River must be permitted by the Inland Wetlands and Watercourses Agency. All structures must also be reviewed for compliance with the Zoning Regulations prior to their construction. Finally, the structures are visible from the Connecticut River, which is deemed to be a public way, and are subject to a review by the Middle Haddam Historic District.

I ask that you bring your property into compliance with the Easement and Regulations by removing the building, staircase, and driveway, and allowing vegetation to re-grow to restore the property to its natural condition.

Please contact me at your earliest convenience with a timeline and plan for remediation.

Sincerely,

Jeremy DeCarli
Planning & Zoning Official

cc: David Cox, Town Manager
cc: Charles Roberts, MHHD Chair

C 35 - WARRANTY DEED - SURVIVORSHIP
FROM IND. OR CORP.

DG VST-1

© 1976 ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016

To all People to Whom these Presents shall Come. Greeting:

Know Ye, That ELLIOT STONE, of the Town of Woodbridge, County of New Haven and State of Connecticut

herein designated as the Grantors,
for the consideration of SEVENTY-SEVEN THOUSAND DOLLARS (\$77,000.00)
received to the full satisfaction of the Grantors, from
DAVID BARIBAULT and MELISSA C. BARIBAULT
whose mailing address is 23 Pearl Street, Glastonbury, CT 06033

herein designated as the Grantees,
do hereby give, grant, bargain, sell and convey to the Grantees and to the survivor of them and to such survivor's heirs and assigns forever

Real property known as Lot #8, 33 High Point Drive, East Hampton, Connecticut and more particularly bounded and described in Schedule A attached hereto and made a part hereof.

TOWN
\$84.70 Conveyance Tax received
Jean H. Siena, Asst.
Town Clerk of East Hampton

STATE
\$385.00 Conveyance Tax received
Jean H. Siena, Asst
Town Clerk of East Hampton

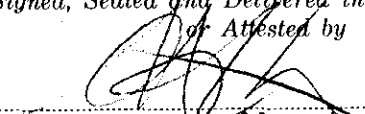

To Have and to Hold the premises hereby conveyed with the appurtenances thereof, unto the Grantees and unto the survivor of them and unto such survivor's heirs and assigns forever, to their proper use and behoof, **and** the Grantors do for themselves, their heirs, successors and assigns, covenant with the Grantees and with the survivor of them and with such survivor's heirs and assigns, that the Grantors are well seized of the premises as a good indefeasible estate in **FEE SIMPLE**; have good right to grant and convey the same in manner and form as herein written and the same are free from all incumbrances whatsoever, except as herein stated.

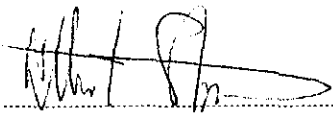
And Furthermore, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to **WARRANT AND DEFEND** the premises hereby conveyed to the Grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as herein stated.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be affixed hereto, this ~~18th~~ 15th day of April 19 94 .

Signed, Sealed and Delivered in the presence of
or Attested by

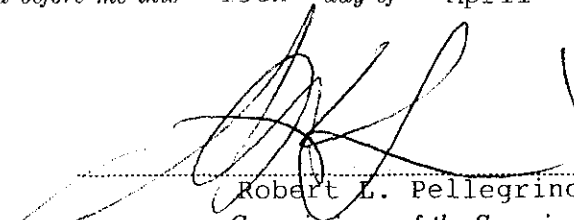

Robert L. Pellegrino

Angelina L. Fappiano


Elliot Stone

State of Connecticut
County of New Haven

} ss. New Haven

The foregoing instrument was acknowledged before me this 15th day of April 1994 , by Elliot Stone


Robert L. Pellegrino
Commissioner of the Superior Court

Warranty Deed
(SURVIVORSHIP)

TO

Dated _____ 19 _____

Received for Record _____ 19 _____

at _____ M.

Recorded in Vol. _____ Page _____

of _____

Land Records by _____

_____ Town Clerk

PERMANENT PRIVATE CONSERVATION EASEMENT

This Private Conservation Easement and Restriction made this day of _____, 1985, by and between HUBERT E. BUTLER, of the Town of East Hampton, County of Middlesex and State of Connecticut, hereinafter called "Grantor", and the TOWN OF EAST HAMPTON, a municipal corporation having its territorial limits within the County of Middlesex 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 on the westerly side and to the rear of Connecticut Route 151 in the Town of East Hampton, County of Middlesex and State of Connecticut, certain portions of which Grantee, acting through its Planning Commission, has determined would be in the public interest to retain, maintain and conserve as private open space in its natural and scenic state; and

WHEREAS, the Grantee, acting through its Planning 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 private conservation easement over, across and upon the said property of the Grantor; and

WHEREAS, the Grantor is willing, in consideration of possible reduction by Grantee of real property taxes on said property and in consideration of other agreements made between the parties, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, thereby providing for its maintenance and conservation as open space;

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 and restriction to perpetually preserve, protect, limit, conserve and maintain

the land, wetland and woodland area of the premises hereinafter described in their present natural, scenic and open condition.

Said premises are described as follows:

Certain pieces or parcels of land being those portions of Lots 4, 5, 6, 7 and 8 designated "Private Conservation Easement" situated on the southerly and southwesterly side of High Point Drive (Private Road) in the Town of East Hampton, County of Middlesex and State of Connecticut, being shown on a certain map or plan entitled:

"Subdivision Plan HIGH POINT ESTATES Prepared For HUBERT E. BUTLER East Hampton, Conn. Reino E. Hyyppa & Associates Civil Engineers & Land Surveyors Glastonbury, Conn. Scale 1" = 40' Date 1-2-85 Map No. 105-83-1 Sheet 2 of 11 Sheets, Sheet 3 of 11 Sheets, Sheet 4 of 11 Sheets Rev. 3-20-85 Per P & Z Approval"

which maps or plans are on file or to be filed in the Town Clerk's Office in said Town of East Hampton to which reference may be had for a more particular description thereof.

THE GRANTOR FURTHER COVENANTS AND AGREES:

To prohibit and refrain from the following operations, unless written express consent is obtained from Grantee, acting through its Planning Commission, or successor:

- (a) the construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
- (b) the dumping or placing of soil or other substance or material as landfill, or dumping or placing 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 mineral substance in such manner as to affect the surface;
- (d) the removal or destruction of trees, shrubs or natural vegetation, the killing of wildlife, the spraying of pesticides other than to control mosquitoes and other insect pests (by use of pesticides accepted by the Department of Environmental Protection), or any other activities or uses detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife or the maintenance of the land and wetland areas in its natural, scenic and open condition.

Notwithstanding any of the foregoing provisions, nothing herein shall preclude the construction, reconstruction, maintenance and repair within said premises of aboveground or underground public utilities, provided all proper precautions are taken with respect to erosion and siltation control as approved by the Grantee herein prior to commencement of such activity.

THE GRANTEE AGREES, by the acceptance hereof:

1. To release automatically such private conservation easement and restriction as though this instrument had never been executed by the Grantor should, at any time, said premises be condemned by some dominant governmental authority.

2. To permit removal by the Grantor of dead trees and brush from said premises provided, however, that in advance of such removal, the Grantee, acting through its Planning Commission, or successor, shall approve such removal by marking trees or a similar method.

3. To permit the Grantor herein to construct, install and maintain sanitary sewer and/or water lines across the above-described easement should such sanitary sewer and/or water lines be constructed in proximity to the area so as to make such a hook-up feasible, subject to normal environmental review of such activity.

The Grantor herein reserves to himself, his heirs, 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 and which shall in no way endanger the maintenance and the conservation of the above-described premises as open space in its natural state.

The foregoing Private Conservation Easement and Restriction shall be permanent and shall be binding upon the Grantor, his heirs, successors and assigns and inure to the benefit of the Grantee, its successors and assigns and to the Grantor, his heirs, successors and assigns.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal
the day and year first above mentioned.

Signed, Sealed and Delivered
in the presence of:

Hubert E. Butler
Hubert E. Butler

TOWN OF EAST HAMPTON

By Richard H. Markham
Its , Duly Authorized

STATE OF CONNECTICUT: : ss. , 1985
COUNTY OF :

On this day of , 1985, before me, the undersigned
officer, personally appeared Hubert E. Butler, signer and sealer of the
foregoing instrument, who acknowledged the same to be his free act and deed.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT: : ss. East Hampton , 1985
COUNTY OF MIDDLESEX :

On this day of , 1985, before me, the undersigned
officer, personally appeared of the Town
of East Hampton, as aforesaid, signer and sealer of the foregoing instru-
ment, who acknowledged the same to be his free act and deed as such
and the free act and deed of said municipal corporation.

Commissioner of the Superior Court
Notary Public

RECEIVED FOR RECORD AT E. HAMPTON, CT.
ON 7/26/85 AT 11:45 A.M.
Attest: PAULINE L. MARKHAM, Town Clerk

EXHIBIT D

SUBDIVISION PLAN
HIGH POINT ESTATES
PREPARED FOR
HUBERT E. BUTLER
EAST HAMPTON, CONN.

Rec'd 5/2/85
11:45 AM.
James Markham
Town Clerk

REMO E. MYPPA & ASSOCIATES
CIVIL ENGINEERS & LAND SURVEYORS
GLASTONBURY, CONN.

SCALE 1" = 40' DATE 1-2-85 MAP NO 105-83-1

SHEET 4 OF 11 SHEETS

