

PERMANENT PRIVATE CONSERVATION EASEMENT

This Private Conservation Easement and Restriction, made this day of , 20 , by and between _____, LLC, a Connecticut limited liability company with its principal office located in 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".

WITNESSETH:

WHEREAS, the Grantor is the owner of real property, hereinafter described, situated on the _____ side of _____ in the Town of East Hampton, County of Middlesex and State of Connecticut, certain portions of which Grantee, acting through its Planning and Zoning Commission, has determined would be in the public interest to retain, maintain and conserve as private open space in its natural and scenic state.

WHEREAS, the Grantee, acting through its Planning and Zoning Commission, has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by the Grantee of a private conservation easement over, across and upon the said property of the Grantor, and

WHEREAS, the Grantor is willing 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, in consideration of One (\$1.00) Dollar and other valuable considerations, 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 _____ designated "**PROPOSED CONSERVATION EASEMENT**" situated on _____ in the Town of East Hampton, County of Middlesex and State of Connecticut, being shown on a certain map or plan entitled:

THE GRANTOR FURTHER COVENANTS AND AGREES:

To Prohibit and refrain from the following operations, unless written express consent is obtained from Grantee, acting through Planning and Zoning 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 Energy and 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.

- (e) In the event of a violation of any covenant or restriction herein, the Grantee, its successors or assigns, may following reasonable notice to Grantor, institute a suit to enjoin violation by ex parte, temporary, or permanent injunction and to require restoration of the Premises to their prior condition. In the alternative, representatives of the Grantee, its successors and assigns may enter upon the Premises, correct any such violation, and hold Grantor, its successors and assigns, responsible for the cost thereof. Grantee, its successors and assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligation hereunder and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee, its successors or assigns, for any costs or expenses incurred in connection therewith including court costs and reasonable attorneys fees.
- (f) Grantor agrees that these restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or its possessory interest in the premises, or any part thereof. The aforesaid covenants and restrictions are deemed to run with the land as binding and enforceable servitudes in perpetuity.

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 anytime, 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 and Zoning Commission, or successor, shall approval 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 liens 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 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 the 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 Grantor herein covenants and agrees for itself, its successors and assigns that it or they shall maintain adequate liability insurance over the areas which are the subject of this Permanent Private Conservation Easement and that it and its successors and assigns shall pay any and all taxes now or hereinafter accruing or imposed on said premises by the Town of East Hampton.

The foregoing Private Conservation Easement and Restriction shall be permanent and shall be binding upon the Grantor, its successors and assigns and insure to the benefit of the Grantee, its successors and assigns and to the Grantor, its 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 property use and behoove.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

, LLC

_____ BY _____
William Wayne Rand, its Manager

TOWN OF EAST HAMPTON

_____ BY _____
its Town Manager

SATE OF CONNECTICUT :

:ss. East Hampton

COUNTY OF MIDDLESEX :

Personally appeared **WILLIAM WAYNE RAND**, Manager of _____
_____, **LLC**, as aforesaid, signer of the foregoing instrument, and acknowledged same to be his
free act and deed as such Manager and the free act and deed of said _____, **LLC**,
before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:_____

SATE OF CONNECTICUT :

:ss. East Hampton

COUNTY OF MIDDLESEX :

Personally appeared _____, Town Manager of the **TOWN OF EAST
HAMPTON**, as aforesaid, signer of the foregoing instrument, and acknowledged same to be his
free act and deed as such Town Manager and the free act and deed of said Town before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:_____

CONSERVATION EASEMENT

ACCEPTANCE

The foregoing grant of **Conservation Easement** is hereby accepted by the Town of East Hampton.

IN WITNESS WHEREOF, said Town acting by its Town Manager has hereunto set its hand and seal this day of , 20 .

Signed and Sealed
In the Presence of:

TOWN OF EAST HAMPTON

BY _____
Its Town Manager

SATE OF CONNECTICUT :
 :ss. East Hampton
COUNTY OF MIDDLESEX :

Personally appeared _____, Town Manager of The Town of East Hampton, as aforesaid, signer of the foregoing Acceptance, and acknowledged same to be his free act and deed as such Town Manager and the free act and deed of said Town before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:_____