

MEMORANDUM

TO: John Elsesser, Town Manager  
FROM: Eric M. Trott, Director of Planning and Development EMT  
DATE: January 22, 2021  
SUBJECT: Conveyances

Attached, for the Council's acceptance, is a conservation easement conveyance associated with the Wheaton Subdivision on Grant Hill Road.

The conservation easement was required as part of the subdivision to protect the wetlands on site and provide connective open space with that of the Liberty Croft Estates Subdivision.

The Town Attorney has reviewed and approved the conveyance.

Attached, is a copy of a map that indicates the property location.

Please let me know if you have any questions.

Thank you.

CONSERVATION EASEMENT AGREEMENT

THIS INDENTURE made this 15<sup>th</sup> day of JANUARY, 2021, by and between MARK WHEATON of the Town of EASTHAMPTON County of HAMPSHIRE, and State of MASSACHUSETTS ("Grantor"), and the Town of Coventry, a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut, and acting through its Town Council ("Grantee").

WITNESSETH:

WHEREAS, the purpose of a conservation easement is to protect in perpetuity, significant natural features and to minimize the environmental impact of activities associated with land development within the Town of Coventry; and

WHEREAS, the Grantor is the owner of certain real property situated in the Town of Coventry, and more particularly bounded and described in Schedule A, attached hereto and made a part hereof (the "Property"), which Grantee has determined would be in the public interest to retain and conserve in its natural state; and

WHEREAS, the Grantee has determined that the conservation of the Property can best be accomplished if the Grantor provides the Grantee with a conservation easement over, across, upon and below the Property with the conditions and covenants set forth below; and

WHEREAS, the Grantor is willing to grant such an easement to Grantee, thereby providing for the maintenance and conservation of the Property.

NOW THEREFORE, the Grantor grants and confirms unto the Grantee and its successors and assigns forever, the perpetual right, privilege and authority:

1. To install boundary identification markers on, and to preserve, protect, conserve and restrict the use of, the Property.
2. To enter the Property at all reasonable times for the purpose of inspecting it to determine whether the terms of this Agreement are being kept, and for such other reasonable purposes as will not disturb the quiet enjoyment of the Property by the Grantor or his or her successors or assigns.
3. To enforce by proceedings at law or in equity the terms of the Agreement and to seek, among other things, the following relief:

a. Restoration of any portion of the Property altered or disturbed after the date of this grant without the Grantee's written consent. Such restoration may include (i) replanting with trees, shrubs, or other vegetation acceptable to the Grantee; (ii) removal of debris, trash, rubbish, garbage, ash, silt, or other waste or discarded or fill materials; (iii) removal of buildings, signs, or other structures; (iv) emplacement and maintenance of erosion and sediment controls; and (v) installation or replacement by a land surveyor of boundary identification markers. The Grantee shall be entitled to require the Grantor or his or her successors or assigns to have a professional engineer, landscape architect or other qualified professional, prepare plans for any such restoration.

b. Damages for any costs of restoration borne by the Grantee. In the event the Grantee is successful in such legal or equitable proceedings, it shall be entitled to reimbursement from the Grantor, or his or her successors or assigns, for all of the Grantee's costs for such proceedings, including attorneys' fees.

Grantor further makes the following covenants on behalf of the Grantor and his, her, or its successors and assigns:

## COVENANTS

### I. Prohibitions

Without the prior express written consent of the Grantee, none of the following activities shall be allowed or undertaken upon the Property:

1. The construction or placing of buildings, roads, signs, billboards, or other structures on, or below, or above ground;
2. The dumping or placing of soil or any other substance or material;
3. The excavation, dredging, or removal of loam, peat, gravel, soil, rock or other substances;
4. The removal or destruction of trees, shrubs, or other vegetation; the destruction of wildlife or its habitat, and the application of pesticides or herbicides;
5. The placement or use of any vehicle;
6. The removal or disturbance of any boundary markers identifying the Property as a Conservation Easement Area.

## II. Exceptions

Notwithstanding the foregoing prohibitions, the Grantee, upon written application by the Grantor or his, her, or its successors, assigns, agents, or representatives, may permit the following activities on the Property:

1. The construction, reconstruction, maintenance, and repair of above-ground public or private utilities, including sanitary sewer and/or water lines, subject to demonstration of the need for the proposed activity.
2. The removal of dead trees and dead brush.
3. The pruning and thinning of live trees and brush.
4. The maintenance of Conservation Easement placards.
5. Any other exceptions deemed necessary by the Grantee to allow the reasonable quiet enjoyment of the Property by the Grantor and his or her heirs, successors and assigns without harming the purposes of this Conservation Easement Agreement.

Applications for any exception shall be made to the Town, or to its successor or assign, in accordance with the procedures established by the Town, its successor or assign, and in effect at that time.

The Grantor reserves the right to make use of the Property in any manner not inconsistent with this Conservation Easement Agreement.

## III. Identification, Inspection, and Maintenance of the Property

Grantee shall have the privilege and option to manage, maintain, keep up, and preserve the Property as it may deem appropriate, but it shall have no obligation to do so. Grantee shall have no liability or responsibility whatsoever to Grantor or any other person with respect to the operation, upkeep, management, and maintenance of the Property, nor shall Grantee be obliged to obtain any form of insurance coverage with respect to the Property.

The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and his heir, successors and assigns, except as set forth above, and inures to the benefit of Grantee, its successors and assigns. All covenants contained herein shall run with and bind the land.

IV. Title

The Grantor is the sole owner of the Property in fee simple and has the right to enter this Conservation Easement Agreement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including, but not limited to, any mortgages not subordinated to the Easement.

THE GRANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS CONSERVATION EASEMENT AGREEMENT AND FURTHER UNDERSTANDS THAT THE TOWN OF COVENTRY WILL VIGOROUSLY ENFORCE THE CONDITIONS ESTABLISHED HEREIN.

To have and to hold the above granted rights, privileges or authority unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set or caused to be set his, her or its hand and seal the day and year first mentioned above.

Signed, Sealed, and Delivered  
In the Presence Of:

Sai Tollmann  
Sai TOLLMANN

[Signature]  
ERIC M. TROTT

GRANTOR

[Signature]  
MARK D. WHEATON

GRANTEE - TOWN OF COVENTRY

By  
Its Town Manager  
Duly Authorized

Subscribed and sworn to before me  
this 15<sup>th</sup> day of Jan. 2003  
Sai Tollmann  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2/29/2004

## LOT 1 CONSERVATION EASEMENT -1

### SCHEDULE A

Beginning at a point on the east street line of Grant Hill Road at the southwest corner of the herein described parcel. Said point is also the southwest corner of Lot 1 and the northwest corner of land now or formerly of Jennifer & Scott Kuhnly.

Thence N-19°-15'-26"-E a distance of 150.19 feet along the east street line of Grant Hill Road to a point and land of the said Lot 1;

Thence N-45°-06'-50"-E a distance of 198.65 feet to a point;

Thence S-70°-19'-33"-E a distance of 104.00 feet to a point;

Thence S-28°-02'-29"-E a distance of 63.07 feet to a point;

Thence S-04°-10'-40"-W a distance of 61.66 feet to a point;

Thence S-55°-57'-37"-W a distance of 135.53 feet to a point;

Thence S-59°-07'-02"-W a distance of 121.42 feet to a point and land of the said Jennifer & Scott Kuhnly. The previous six (6) courses were along land of the said Lot 1.

Thence N-85°-02'-36"-W a distance of 97.21 feet along land of the said Jennifer & Scott Kuhnly to the point and place of beginning.

The above described parcel contains 52,726 SQ.FT. 1.21 ACRES of land and is shown as " LOT 1 CONSERVATION EASEMENT-1" on a map entitled " PLAN PREPARED FOR MARK WHEATON GRANT HILL ROAD COVENTRY, CT. RESUBDIVISION PLAN SCALE: 1"=100' DATE: 05/21/2020 FILE NO. 2019-27 SHEET 1 OF 4 BUSHNELL ASSOCIATES LLC.CIVIL ENGINEERING AND LAND SURVEYING 563 WOODBRIDGE STREET MANCHESTER, CT. 06042 860-643-7875 REVISIONS:7/15/2020, 8/3/2020, 8/25/2020, 9/8/2020, 10/13/2020"

## LOT 1 CONSERVATION EASEMENT -2

### SCHEDULE A

Beginning at a point at the northeast corner of the herein described parcel. Said point is also the northeast corner of Lot 1 and the southeast corner of Lot 2.

Thence N-78°-44'-34"-W a distance of 305.84 feet along land of the said Lot 2 to a point and land of the said Lot 1;

Thence S-07°-57'-30"-W a distance of 95.84 feet to a point;

Thence S-42°-12'-42"-E a distance of 92.27 feet to a point;

Thence S-88°-47'-14"-E a distance of 171.86 feet to a point;

Thence S-03°-36'-25"-W a distance of 92.58 feet to a point;

Thence N-87°-06'-23"-W a distance of 187.35 feet to a point;

Thence N-74°-13'-16"-W a distance of 132.86 feet to a point;

Thence S-45°-54'-52"-W a distance of 142.05 feet to a point and land now or formerly of Jennifer & Scott Kuhnly. The previous seven (7) courses were along land of the said Lot 1.

Thence S-85°-02'-36"-E a distance of 478.61 feet along land of the said Jennifer & Scott Kuhnly to a point and land now or formerly of Town Of Coventry Open Space;

Thence N-04°-56'-15"-E a distance of 323.60 feet along land of the said Town Of Coventry Open Space to the point and place of beginning.

The above described parcel contains 85,570 SQ.FT. 1.96 ACRES of land and is shown as "LOT 1 CONSERVATION EASEMENT-2" on a map entitled "PLAN PREPARED FOR MARK WHEATON GRANT HILL ROAD COVENTRY, CT. RESUBDIVISION PLAN SCALE: 1"=100' DATE: 05/21/2020 FILE NO. 2019-27 SHEET 1 OF 4 BUSHNELL ASSOCIATES LLC.CIVIL ENGINEERING AND LAND SURVEYING 563 WOODBRIDGE STREET MANCHESTER, CT. 06042 860-643-7875 REVISIONS: 7/15/2020, 8/3/2020, 8/25/2020, 9/8/2020, 10/13/2020"

## LOT 2 CONSERVATION EASEMENT

### SCHEDULE A

Beginning at a point at the northeast corner of the herein described parcel. Said point is also the northeast corner of Lot 2 and the southeast corner of land now or formerly of Julie Scott.

Thence N-78°-44'-34"-W a distance of 223.56 feet along land of the said Julie Scott to a point and land of the said Lot 2;

Thence S-13°-54'-00"-W a distance of 148.05 feet to a point;

Thence S-24°-14'-22"-E a distance of 91.37 feet to a point;

Thence S-09°-15'-38"-W a distance of 113.60 feet to a point and land of Lot 1. The previous three (3) courses were along land of the said Lot 2.

Thence S-78°-44'-34"-E a distance of 265.32 feet along land of the said Lot 1 to a point and land now or formerly of Town Of Coventry Open Space;

Thence N-04°-56'-15"-E a distance of 28.32 feet along land of the said Town Of Coventry Open Space to a point and land of Lot 3.;

Thence N-28°-15'-59"-W a distance of 139.59 feet to a point;

Thence N-11°-15'-26"-E a distance of 200.00 feet to the point and place of beginning.

The previous two (2) courses were along land of the said Lot 3.

The above described parcel contains 75,968 SQ.FT. 1.74 ACRES of land and is shown as "LOT 2 CONSERVATION EASEMENT" on a map entitled "PLAN PREPARED FOR MARK WHEATON GRANT HILL ROAD COVENTRY, CT. RESUBDIVISION PLAN SCALE:1"=100' DATE: 05/21/2020 FILE NO. 2019-27 SHEET 1 OF 4 BUSHNELL ASSOCIATES LLC.CIVIL ENGINEERING AND LAND SURVEYING 563 WOODBRIDGE STREET MANCHESTER, CT. 06042 860-643-7875 REVISIONS:7/15/2020, 8/3/2020, 8/25/2020, 9/8/2020, 10/13/2020"



## LOT 3 CONSERVATION EASEMENT

### SCHEDULE A

Beginning at a point at the southeast corner of the herein described parcel. Said point is also the southeast corner of Lot 3 at land now or formerly of Town Of Coventry Open Space.

Thence N-81°-54'-59"-W a distance of 1,003.84 feet along land of the said Town Of Coventry Open Space to a point and land of Lot 2. Said point is also the southwest corner of the herein described parcel.

Thence N-28°-15'-59"-W a distance of 139.59 feet to a point;

Thence N-11°-15'-26"-E a distance of 200.00 feet to a point and land now or formerly of Julie Scott. The previous two (2) courses were along land of the said Lot 2.

Thence N-06°-34'-22"-E a distance of 42.46 feet along land of the said Julie Scott to a point and land of the said Lot 3;

Thence N-89°-43'-16"-E a distance of 312.31 feet to a point;

Thence S-04°-40'-29"-E a distance of 343.46 feet to a point;

Thence S-81°-54'-59"-E a distance of 663.68 feet to a point and land of the said Town Of Coventry Open Space. The previous three (3) courses were along land of the said Lot 3.

Thence S-15°-17'-59"-E a distance of 70.82 feet along land of the said Town Of Coventry Open Space to the point and place of beginning.

The above described parcel contains 175,586 SQ.FT. 4.03 ACRES of land and is shown as "LOT 3 CONSERVATION EASEMENT" on a map entitled "PLAN PREPARED FOR MARK WHEATON GRANT HILL ROAD COVENTRY, CT. RESUBDIVISION PLAN SCALE: 1"=100' DATE: 05/21/2020 FILE NO. 2019-27 SHEET 1 OF 4 BUSHNELL ASSOCIATES LLC.CIVIL ENGINEERING AND LAND SURVEYING 563 WOODBRIDGE STREET MANCHESTER, CT. 06042 860-643-7875 REVISIONS:7/15/2020, 8/3/2020, 8/25/2020, 9/8/2020, 10/13/2020"