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DECLARATION OF CONSERVATION EASEMENT  
AND RESTRICTIVE COVENANTS

PICKETT BROOK PROPERTY, LLC, a Connecticut limited liability company of the Town of Harwinton, County of Litchfield and State of Connecticut, (hereafter referred to as "Developer") hereby declares that it holds the property situated in the Town of Harwinton, County of Litchfield and State of Connecticut known as Lots 1 - 10 as shown on map entitled:

"Subdivision Plan For Fox Hunt Subdivision Plymouth Road Harwinton, CT Scale: 1"=100' Date: December 28, 2005 Revision: 3/8/06 Town /WL Comments Revision: 4/10/06 Engineers Comments Revision: 6/9/06 Engineers Comments Revision: 7/5/06 Removed P&Z Reference Revision: 8/31/06 Reapply to Wetlands Revision: 11/13/06 Name Change Revision: 1/8/07 WMC Comments Revision: 2/27/07 Detention Basin Revision: 5/11/07 Approval Stipulations Revision: 6/5/07 Planning Approval Conditions Drawing No.: S-1 Kratzert, Jones & Associates, Inc. Civil Engineers Land Surveyors Site Planner Building Engineers P.O. Box 337 1755 Meriden-Waterbury Rd. Milldale, CT 06467-0337"

which map is to be recorded on the Harwinton Land Records, subject to the restrictions and covenants set forth herein, for the benefit of itself, its successors and assigns, in order to create a uniform plan of development.

The specific premises subject to this Declaration, are delineated on said map or plan as "Conservation Easement". The specific lots encumbered by this Declaration are Lots 1, 4, 5, 6, 7, 8, 9 and 10.

The purpose of a Conservation Easement is to protect in perpetuity significant natural features and to minimize the environmental impact of activities associated with development of the land.

It is the responsibility of the property owner to be fully aware of all of the conditions contained in the Conservation Easement And Restrictive Covenants as expressed below. The restrictions set forth in this Conservation Easement And Restrictive Covenants are regulations in addition to, and not a substitution for, the wetlands regulations of the Town of Harwinton.

I. PROHIBITIONS

Grantor, for itself and its successors and assigns covenants and agrees to prohibit and refrain from the following activities under, over, or upon the conservation easement area:

1. The construction or placing of buildings, roads, or other structures on or above ground;
2. The dumping or placing of soil or other substance or material as landfill, or dumping trash, ashes, waste, rubbish, garbage, junk, or unsightly or offensive materials;
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, the application of pesticides or herbicides, or any other activity or use

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which is or has the potential for being detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural condition.

5. The keeping or riding of horses or other livestock within the Conservation Easement Area.

6. The use of any motorized vehicles, all terrain vehicles, motorcycles, tractors or motorized equipment within the Conservation Easement Area.

7. The physical disturbance of the Conservation Easement Area.

8. The discharge of fertilizers or substances bearing excess nitrogen into the Conservation Easement Area.

9. The conduct of any of the foregoing activities in the Conservation Easement Area that their result could be detrimental to drainage, flood control, water quality, erosion control, soil conservation or wildlife.

II. EXCEPTIONS

Notwithstanding any of the foregoing provisions:

1. The property owner shall have the right to remove dead trees and dead brush from the premises if the trees or brush are hazardous to persons or property.

2. The property owner shall have the right to permit the pruning and thinning of live trees and brush on said premises.

3. The Grantor herein reserves 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 Conservation Easement And Restrictive Covenants and which shall in no way endanger the maintenance and conservation of the above-described premises in their natural state.

III. IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENTS

1. The limits of the Conservation Easement Area shall be delineated on the property by medallions posted every 150 feet along the Conservation Easement Area boundary. Each lot owner shall maintain the medallions in the location shown on the map. There shall be no fewer than one medallion in each lot along the Conservation Easement Area boundary

2. The Grantor and any representative of the Town of Harwinton designated by the Selectmen or by the Inlands Wetland and Watercourses Commission shall have the right but not the obligation to inspect the Conservation Easement Area following reasonable notice to the then current owners or occupants of the property encumbered by this easement.

IV. BEST MANAGEMENT PRACTICES

1. Any construction activity taking place on any Lot shown on said map shall incorporate best management practices for wetlands conservation within the development plan.

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2. Lots shall include the on-site storm water management practices shown on the Detail Grading and Erosion Control Plans for the subdivision approved by the Town of Harwinton. No Lot owner may fill or remove any such on-site stormwater management device, including infiltrators or bio-retention facilities, without the approval of the Inland Wetland and Watercourses Commission of the Town of Harwinton. Construction practices on the individual lots shall adhere to the 2002 Connecticut Guidelines For Soil Erosion and Sediment Control and to the 2004 Connecticut Storm Water Quality Manual, except where such practices may not be permitted by the wetlands, subdivision or zoning regulations of the Town of Harwinton.

V. FINDING OF VIOLATION:

1. If it is determined that the Grantor or its successors or assigns have violated the Conservation Easement And Restrictive Covenants, the violator shall be ordered to cease and desist from and prevent any activity which is in violation of this Conservation Easement And Restrictive Covenants. The Grantor or any owner of a lot shown on said map shall have the right to bring a civil action in a court of competent jurisdiction to enforce this Conservation Easement And Restrictive Covenants. The Town of Harwinton, through any public official designated by the Town of Harwinton, shall have the power but shall not have the obligation to enforce this Conservation Easement And Restrictive Covenants

2. If the violation is alleged by the Town of Harwinton, the Inland Wetlands and Watercourses Commission of the Town of Harwinton shall issue a cease and desist order or an order to correct and shall, within the time limited by law and after such notice as is required by law for a cease and desist order, hold a hearing for the purpose of determining if the cease and desist order shall continue. The Town of Harwinton may otherwise enforce the cease and desist order or the order to correct in any manner provided by law for the enforcement of the violation of wetlands regulations.

3. If the violator is found to have violated the terms of this Conservation Easement And Restrictive Covenants, the violator agrees, among other things, to restore the Conservation Easement Area(s) as closely as possible to its (their) natural state. Such restoration shall include but need not be limited to:

- (a) replanting with trees, shrubs, or other appropriate vegetation acceptable to the Inland Wetland and Watercourses Commission;
- (b) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
- (c) removal of any unauthorized buildings, signs, billboards or other advertising, or other structures on or aboveground;
- (d) emplacement and maintenance of erosion controls;

Restoration shall be at the expense of violator and in accordance with plans developed by a qualified professional such as landscape architect, land surveyor, or a professional engineer,

