

CONSERVATION EASEMENT
HEBRON VILLAGE GREEN DISTRICT

RECITALS

BY THIS INDENTURE, made this 3rd, day of February 2007, by **JAMES C. HORTON** of Niantic, Connecticut, **GARY J. HORTON** of Hebron (Amston), Connecticut, and **GREGORY M. HORTON** of Shelton, Connecticut (hereinafter, together referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) are the owner in fee simple of certain real property located in the Town of Hebron, County of Tolland and State of Connecticut, (hereinafter "Property") more particularly bounded and described as follows:

*Those **three** certain easement areas identified and described as **EASEMENT AREA 1, EASEMENT AREA 2 and EASEMENT AREA 4** on that certain map entitled "**PROPOSED CONSERVATION EASEMENT PLAN VILLAGE GREEN DISTRICT SECTION I Prepared for HORTON BROTHERS, LLC Hebron Conn.**" Prepared by Megson & Heagle Civil Engineers & Land Surveyors, LLC Map No. 221-99-1CE Dated 9-29-06 Rev. 1-30-07 (the "Map"), which Map shall be filed in the land records of the Town of Hebron.*

(all three areas, hereinafter the "Easement Area") Said Easement Area is further described as attached as Schedule A and incorporated by this reference; and

WHEREAS, **THE TOWN OF HEBRON**, having a principal (hereinafter referred to "Grantee" which word shall include all successors, assigns, agents and designees) has determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Easement Area as open space, in its natural state; and

WHEREAS, Grantor is willing, in consideration of the need to preserve the natural, scenic, aesthetic and special character of the property, and desires to conserve and protect the property as a natural habitat for birds, wildlife, plants and similar ecosystems, the Grantor hereby grants in perpetuity to the Grantee, a conservation easement (hereinafter the "Easement") on the Property; and

WHEREAS, pursuant to Connecticut General Statutes Sections 47-42 et. seq. and the applicable regulations of the Town of Hebron, said Grantee is authorized to accept such Easement; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intention of the Grantor as stated herein, and to preserve and protect in perpetuity the conservation values of the Property;

NOW THEREFORE, be it known that the Grantor, does hereby grant, release and dedicate to the Grantee a conservation easement in perpetuity over the Easement Area.

1. **PURPOSE**

The Easement is hereby granted exclusively for the following conservation purposes:

- a. To have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.

2. **USE LIMITATIONS**

Grantor intends that this Easement will confine the use of the Easement Area in perpetuity to such activities as are consistent with the purposes of this Easement. Any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. The following limitations shall apply:

- a. The Easement Area shall not be subdivided and none of the individual tracts, which together comprise the Easement Area, shall be conveyed separately from one another.
- b. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, agricultural or forestry activities. Agricultural and forestry shall include animal husbandry, floricultural, horticultural activities, the production of plant and animal products for domestic or

commercial purposes, the growing, stocking, cutting and sale of forest trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the property (e.g., maple syrup).

- c. No structures, improvements or alterations, including but not limited to, a dwelling, any portion of a subsurface wastewater treatment and disposal system, mobile home, utility tower, or wireless communication facility shall be constructed, placed or introduced onto the Easement Area.
- d. No removal, filling, or other disturbances of soil nor any changes in the topography, surface or subsurface water systems, wetlands or natural habitats shall be allowed.
- e. No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be allowed on the Easement Area.
- f. The placement of signs, billboards or other advertising materials or structures of any kind is prohibited.
- g. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances or changes in the natural habitat of the premises.
- h. There shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the property be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
- i. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-cars, all-terrain vehicles, or any other type of motorized vehicle upon the property.
- j. There shall be no storage or placement of equipment, natural or man-made materials or substances upon the premises.
- k. There shall be no dumping, burning, release, burial, injection, or disposal of any type of material on the Easement Area.
- l. Any disturbances of the property shall be limited only to those activities explicitly authorized by the Town of Hebron pursuant to Wetlands Permit # 05-28 and the Compensatory Plan for Permit No. NAE - 2005 - 3610, both of which as referenced under Section 4. Reserved Rights below.

3. EXCEPTIONS

The Grantor may enter upon the Property to conduct the following activities after written application and approval from the Grantee and any other local or state agencies for which approval is required:

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety and aesthetic quality.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Town Engineer and/or any other local or state boards/agencies.
- e. Install new utilities and the right to convey easements for such utilities;
- f. Maintain, repair and replace utilities.
- g. Activities explicitly authorized by the Town of Hebron pursuant to Wetlands Permit # 05-28 and the Compensatory Plan for Permit No. NAE - 2005 - 3610.

4. RESERVED RIGHTS

It is expressly understood and agreed that this Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Easement is created solely for the protection of the Property and Grantor reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Property for all purposes consistent with this Easement.

The Grantor reserves to itself the right to create, restore, remediate, monitor and maintain those areas within the easement as required by the Compensatory Mitigation Plan Permit No. NAE-2005-3610 issued by the Department of the Army, New England District, Corps of Engineers, dated _____ and Town of Hebron Wetlands Permit # 05-28.

5. COMPLIANCE INSPECTION

The Grantor expressly authorizes the Grantee, its duly authorized designee or agent and to enter upon the lands subject to this Easement for the purpose of determining compliance with the terms and conditions contained within this document.

6. MARKING OF PROPERTY

The perimeter of the Property shall at all times be plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area.

7. PROPERTY TRANSFERS

Grantor shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property. Failure to comply with this paragraph does not impair the validity or enforceability of this Easement:

NOTICE: This Property is Subject to a Conservation Easement recorded at Volume ____ at Page ____ of the Hebron Land Records.

Grantor agrees to notify Grantee, in writing, twenty-one (21) days before transfer of title to the subject property.

Grantee shall be under no obligation to maintain the Easement Area or pay any taxes or assessment thereon.

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

All notices, requests and other communication required or permitted to be given under this Easement shall be in writing and shall be delivered in hand or via Certified Mail, return receipt requested, to the appropriate address set forth in this Easement or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or mailed.

Said Grantor further covenants and agrees to provide a copy of the Conservation Easement by means of a notice by Certified Mail, return receipt requested, to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenants, successors, or assigns. Failure of said Grantor to provide such notice shall not constitute any waiver of the Grantee's rights herein.

10. BREACH OF EASEMENT

- a. If a breach of this Easement, or conduct by anyone inconsistent with this easement, comes to the attention of the Grantee, it shall notify the Grantor, in writing, of such breach of conduct, delivered in hand or by Certified Mail, return receipt requested.
- b. The Grantor shall, within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- c. If the Grantors fails to take such proper action under this preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs and legal fees, shall be paid by the Grantor.
- d. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damages to the property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Easement, the Grantee may pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantor or without waiting for the period provided to cure to expire.
- e. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- f. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair Grantee's rights or remedies or be construed as waiver.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. MERGER

The Grantor and Grantee agree that it is their express intent that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.

13. CONDEMNATION

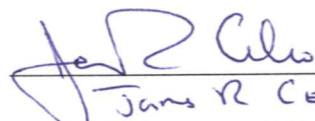

- a. Whenever all or any part of the Easement Area is taken in exercise of eminent domain by a public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages from such taking, with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- b. The balance of the land damages recovered (including, for the purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- c. The Grantee shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.

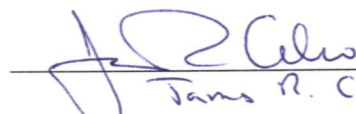

Grantor hereby affirms that it is the sole owner of the property in fee simple and has the right to enter into this Conservation Easement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to this Easement.

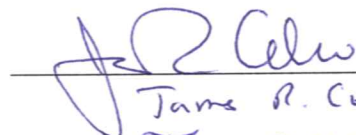

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, the Grantor duly executed this Conservation Easement under seal this 3rd day of February, 2007.

IN THE PRESENCE OF:


James R. Celis

Frost T. Krist


James R. Celis

Frost T. Krist


James R. Celis

Frost T. Krist


JAMES C. HORTON


GARY J. HORTON

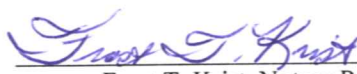

GREGORY M. HORTON

STATE OF CONNECTICUT

SS: Hebron

COUNTY OF Tolland

On this the 3rd day of February 2007, before me, Frost T. Krist, the undersigned Notary Public, personally appeared the above named, **JAMES C. HORTON, GARY J. HORTON and GREGORY M. HORTON**, all known to me and acknowledged to me that they signed this document voluntarily for its stated purpose.


Frost T. Krist, Notary Public

My Commission Expires 5/31/10

SCHEDULE A
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Those THREE certain areas, as bounded and described as follows, and as shown on the Map:

EASEMENT AREA 1 (Total Area)

BEGINNING AT A POINT along the southerly side of Conn. Route 66, which point lies in the northwesterly corner of the within described easement area,

THENCE RUNNING along said Conn. Route 66 N 78°16'25" E a distance of 295.41'
THENCE RUNNING S 18°39'35" E a distance of 200.11' to a point;
THENCE RUNNING S 22°51'35" E a distance of 98.85' to a point;
THENCE RUNNING S 09°40'35" E a distance of 126.35' to a point;
THENCE RUNNING S 00°59'35" E a distance of 115.67' to a point;
THENCE RUNNING N 88°11'25" E a distance of 317.57' to a point;
THENCE RUNNING N 70°10'25" E a distance of 45.07' to a point;
THENCE RUNNING S 56°10'23" E a distance of 514.27' to a point;
THENCE RUNNING S 10° 52'15" E a distance of 125.00' to a point;
THENCE RUNNING S 07°17'15" E a distance of 188.18' to a point;
THENCE RUNNING S 13°37'15" E a distance of 40.00' to a point;
THENCE RUNNING N 58°13'15" W a distance of 150.00' to a point;
THENCE RUNNING N 47° 49'24" W a distance of 180.00' to a point;
THENCE RUNNING N 24°16'31" W a distance of 108.67' to a point;
THENCE RUNNING N 68°17'38" W a distance of 50.00' to a point;
THENCE RUNNING N 74°10'43" W a distance of 380.00' to a point;
THENCE RUNNING S 77°28'17" W a distance of 28.00' to a point;
THENCE RUNNING N 72°37'06" W a distance of 95.00' to a point;
THENCE RUNNING N 44°46'29" W a distance of 30.00' to a point;
THENCE RUNNING N 05°26'36" W a distance of 44.00' to a point;
THENCE RUNNING N 45° 27'45" W a distance of 156.00' to a point;
THENCE RUNNING N 20°36'29" W a distance of 73.00' to a point;
THENCE RUNNING N 58°33'26" W a distance of 136.00' to a point;
THENCE RUNNING N 88°37'06" W a distance of 58.00' to a point;
THENCE RUNNING N 68°05'40" W a distance of 73.00' to a point;
THENCE RUNNING N 12°00'00" W a distance of 217.16 to a point;
THENCE RUNNING N 33°08'13" E a distance of 56.70' to a point;
THENCE RUNNING N 11°43'35" E a distance of 25.00' to the point and place of beginning

SCHEDULE A
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EASEMENT AREA 2 (Total Area)

BEGINNING AT A POINT that marks the southeasterly corner of land N/F Donald J. and Rita F. Simons,
THENCE RUNNING S 27°20'20" E a distance of 32.58' to a point;
THENCE RUNNING S 34°59'10" E a distance of 157.00' to a point;
THENCE RUNNING S 29°43'10" E a distance of 91.00' to a point;
THENCE RUNNING S 36°14'20" E a distance of 87.00' to a point;
THENCE RUNNING S 31°46'40" E a distance of 293.22' to a point;
THENCE RUNNING N 66°52' 40" E a distance of 148.37' to a point;
THENCE RUNNING N 69°22'40" E a distance of 146.50' to a point;
THENCE RUNNING S 21°05'00" E a distance of 500.00' to a point;
THENCE RUNNING N 55°35'50" W a distance of 102.94' to a point;
THENCE RUNNING S 10°26'03" E a distance of 105.09' to a point;
THENCE RUNNING S 26°05'10" W a distance of 65.00' to a point;
THENCE RUNNING S 18°12'04" E a distance of 72.00' to a point;
THENCE RUNNING S 47°54'38" E a distance of 42.86' to a point;
THENCE RUNNING S 42°05'22" W a distance of 441.71' to a point;
THENCE RUNNING N 22°51'56" W a distance of 158.84' to a point;
THENCE RUNNING N 12°55'55" W a distance of 55.00' to a point;
THENCE RUNNING N 23°50'27" W a distance of 42.00' to a point;
THENCE RUNNING N 39°07'48" W a distance of 58.00' to a point;
THENCE RUNNING N 25°05'08" E a distance of 132.00' to a point;
THENCE RUNNING N 18°17'11" W a distance of 190.00' to a point;
THENCE RUNNING N 66°18'15" W a distance of 75.00' to a point;
THENCE RUNNING N 81°57'27" W a distance of 340.00' to a point;
THENCE RUNNING N 14°21'58" E a distance of 135.00' to a point;
THENCE RUNNING N 31°38'21" W a distance of 65.00' to a point;
THENCE RUNNING N 73°24'56" W a distance of 58.00' to a point;
THENCE RUNNING N 28°57'24" W a distance of 90.00' to a point;
THENCE RUNNING N 39°32'32" E a distance of 65.00' to a point;
THENCE RUNNING N 10°39'39" W a distance of 75.00' to a point;
THENCE RUNNING N 71°48'25" W a distance of 235.00' to a point;
THENCE RUNNING N 05°52'33" W a distance of 128.00' to a point;
THENCE RUNNING S 50°36'43" W a distance of 63.00' a to a point;
THENCE RUNNING N 54°38'05" W a distance of 85.00' to a point;
THENCE RUNNING N 26°01'20" W a distance of 15.00' to a point;
THENCE RUNNING N 65°07'37" E 360.23' to the point and place of beginning.

SCHEDULE A
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EASEMENT AREA 4 (Total Area _____)

BEGINNING AT A POINT along the northerly side of Kinney Road that marks the northeasterly corner of the within described easement area,

THENCE RUNNING S 62°23'43" W a distance of 282.04' to a point;
THENCE RUNNING N 51°26'13" W a distance of 80.00' to a point;
THENCE RUNNING N 03°47'06"E a distance of 48.00' to a point;
THENCE RUNNING N 46°15'55" E a distance of 133.00' to a point;
THENCE RUNNING N 33°35'31" W a distance of 140.00' to a point;
THENCE RUNNING N 46°43'46" W a distance of 170.00' to a point;
THENCE RUNNING S 03°03'12" W a distance of 50.00' to a point;
THENCE RUNNING S 26°57'35" E a distance of 105.00' to a point;
THENCE RUNNING S 03°59'35" E a distance of 95.00' to a point;
THENCE RUNNING S 71°54'00" W a distance of 120.00' to a point;
THENCE RUNNING N 73°24'02" W a distance of 57.00' to a point;
THENCE RUNNING N 48°52'29" W a distance of 95.00' to a point;
THENCE RUNNING N 11°25'23" E a distance of 50.00' to a point;
THENCE RUNNING N 40°26'49" W a distance of 40.00' to a point;
THENCE RUNNING N 25°17'46" W a distance of 60.00' to a point;
THENCE RUNNING N 16°29'25" W a distance of 60.00' to a point;
THENCE RUNNING N 27°11'02" W a distance of 88.16' to a point;
THENCE RUNNING N 17°12'17" W a distance of 66.00' to a point;
THENCE RUNNING N 70°23'51" W a distance of 62.00' to a point;
THENCE RUNNING N 42°05'22" E a distance of 478.42' to a point;
THENCE RUNNING S 72°12'26" E a distance of 57.00' to a point;
THENCE RUNNING S 49°06'56" E a distance of 75.00' to a point;
THENCE RUNNING S 19°12'20" E a distance of 40.00' to a point;
THENCE RUNNING S 51°23'29" E a distance of 50.00' to a point;
THENCE RUNNING S 72°48'54" E a distance of 20.00' to a point;
THENCE RUNNING S 49°53'47" E a distance of 70.00' to a point;
THENCE RUNNING S 16°26'23" E a distance of 50.00' to a point;
THENCE RUNNING S 33°35'43" E a distance of 91.00' to a point;
THENCE RUNNING S 24°04'33" E a distance of 127.00' to a point;
THENCE RUNNING S 15°10'03" E a distance of 322.58' to a point;
THENCE RUNNING S 22°45'40" E a distance of 35.34' to the point and place of beginning.