

**Town of Tolland, Connecticut  
Conservation Commission  
King Riverside Conservation Area Management Plan  
Dimock Road, Tolland, CT**



*A Passive Recreation Open Space Conservation Area*

**Adopted by Commission - August 14, 2008; Revised by Commission - August 9, 2013**

**Adopted by Town Council - August 26, 2008**

# Town of Tolland

## Conservation Commission Property Management Plan

### King Riverside Conservation Area, Dimock Road

**Background** – The Tolland Conservation Commission is responsible for overseeing properties purchased by the Town of Tolland for conservation purposes and to prepare a management plan for each property. The management plans are based upon the environmental characteristics of the property and outline the opportunities for public use. Each plan includes a property description, an analysis of the unique characteristics and acceptable uses of the property, and a management program. The management program outlines the property management and improvement needs; the organizations to manage the property; and resource capabilities and protection needs related to the property. Each management plan is developed under the Commission’s management planning process.

#### **I. PROPERTY DESCRIPTION, RESOURCES, POTENTIAL, AND PROBLEMS**

**Property Description** – The King Riverside Conservation Area consists of approximately 173 acres of woodland, fields, and marshland in the southeast corner of Tolland. A conservation easement for development rights was purchased from the King family in 2007 with assistance from a grant from the State of Connecticut Open Space and Watershed Land Acquisition program administered by the Connecticut Department of Energy and Environmental Protection. The entire 173 acre parcel is protected from development in perpetuity by the Conservation Easement. The Town of Tolland does not own the land; it holds the Conservation Easement. The Conservation Easement allows public access to 30 acres along the Willimantic River designated as the *Public Access Area*. The Conservation Easement prohibits public access to the 143 acre section except for three guided tours per year under specified conditions. The Conservation Easement is incorporated as part of this management plan and a copy is attached as pages 12-21.



The property is located on Dimock Road, which is a road off of Route 195 near the Tolland-Coventry town line. Existing trails on the 30 acre Public Access Area provide accessibility to approximately 3,700 feet of frontage along the Willimantic River via a woods road that generally follows the riverbank. It is within an *Important Wildlife Area and Corridor* as designated by the Town of Tolland Open Space & Conservation Plan (map 12).



The King Riverside Conservation Area contains over 150 acres of forest cover. It consists of diverse river habitat, small brooks, riverine flood plain forest, forested swamp, upland oak forest, mixed conifer and oak forest, ledge outcrops, open field, scrub upland, pond, emergent herbaceous marsh, wet meadow, and active agricultural land. A very large, very old red oak grows on the southern stone wall, serving as a boundary tree. The Willimantic River offers great fishing opportunities. Many deer have been seen.

Near the northern border, Newcomb Brook is a *Surface and Stream Water Quality Class A* brook (Town of Tolland Open Space & Conservation Plan, map 5). The Willimantic River is a *Surface and Stream Water Quality Class B* river (Town of Tolland Open Space & Conservation Plan, map 5). The State of Connecticut, with inter-town coordination by the Willimantic River Alliance, has designated this area as the Willimantic River Greenway. The U.S. Department of the Interior has designated the Willimantic River Greenway as a *National Recreation Trail*.

The 30 acre Public Access Area is uniquely located in that it is a critical link to open space in Coventry to the south and additional Town of Tolland open space property to the north. The northern part of the trail has a beautiful grove of mountain laurel. At the northerly border, a bridge continues the trail over Newcomb Brook. Visitors can continue on to Fox Ridge Lane and then into Tolland's River Park and Becker Conservation Area. From the parking lot at the southern border of the property, visitors can cross Route 195, and using local roads, continue to Coventry's Riverview Park and Mansfield's Merrow Meadow Park and River Park.

**Potential Uses** – In accordance with the DEEP grant conditions, use of the Public Access Area is restricted to passive recreation which includes hiking, maintaining habitats for plants and animals, and studying existing habitats and wildlife. Accepted uses of the 30 acre Public Access Area include:

- Fishing
- Hiking
- Snowshoeing and cross-country skiing
- Dog walking under owner's control; town ordinance requires dogs to be on a leash
- Habitat and wildlife studies
- Nature study

**Use Restrictions** - The purpose of the Conservation Easement is to assure that the entire property will be retained forever in its natural, scenic, forested, agricultural, and/or open space condition as an important scenic resource, to preserve important wetland and upland habitat, to provide opportunities for public recreation and to protect water quality and the public water supply. Section 2 of the attached Conservation Easement lists the *Prohibited Uses and Activities on the Conservation Area*. Section 3 provides the *Permitted Uses and Activities on the Conservation Area*. Section 4 states the limitations regarding *Public Access to and Use of the Conservation Area*. Section 5 states *The Holder's Obligations with Respect to the Conservation Area*.

**Use Restrictions and Visitor Responsibilities** – The 30 acre Public Access Area must be used in a manner consistent with the Conservation Easement that protects the open space resources. The following guidelines are the standards for use and are supported by signage on the area:

- Dogs must be leashed.
- Leave no trace.
- No littering. Carry out what you carry in.
- No motorized vehicles or other means of motorized transport.
- Do not disturb vegetation or wildlife.
- Stay on marked trail and roads.
- No hunting or firearms allowed.
- No setting of fires.
- No horses or mountain bikes.
- Respect the rights of other visitors.
- Camping is prohibited.
- Public access is limited to the hours between dawn and dusk.
- Notify the Conservation Commission of organized group activities.

**Note:** The owners of the property have retained the rights to hunting on the 143 acres as outlined by the Conservation Easement. Hunting is not permitted within the 30 acre Public Access Area.

## **II. OPEN SPACE MANAGEMENT PLAN**

**Management objectives** – The principal objectives are to conserve the property and protect wildlife habitat while providing access and passive recreational opportunities for the general public. While the Conservation Commission, acting as an agent of the Tolland Town Council, is ultimately responsible for property management, implementation of a management program is a shared responsibility with the Tolland Conservation Corps, property steward(s), and Town agencies and resources in accordance with the *Open Space Management Guideline and Process*.

Specific objectives for the 30 acre Public Access Area include:

- Maintenance and preservation of the Willimantic River watershed.
- Follow best property management processes.
- Maintain the open field area and parking.
- Maintain the trail system.
- Conduct a natural resource inventory.
- Preserve the view of the river.
- Pursue educational, documentation, and protection opportunities for habitat, wildlife, and unique features.
- Maintain brook/marsh crossings and benches.

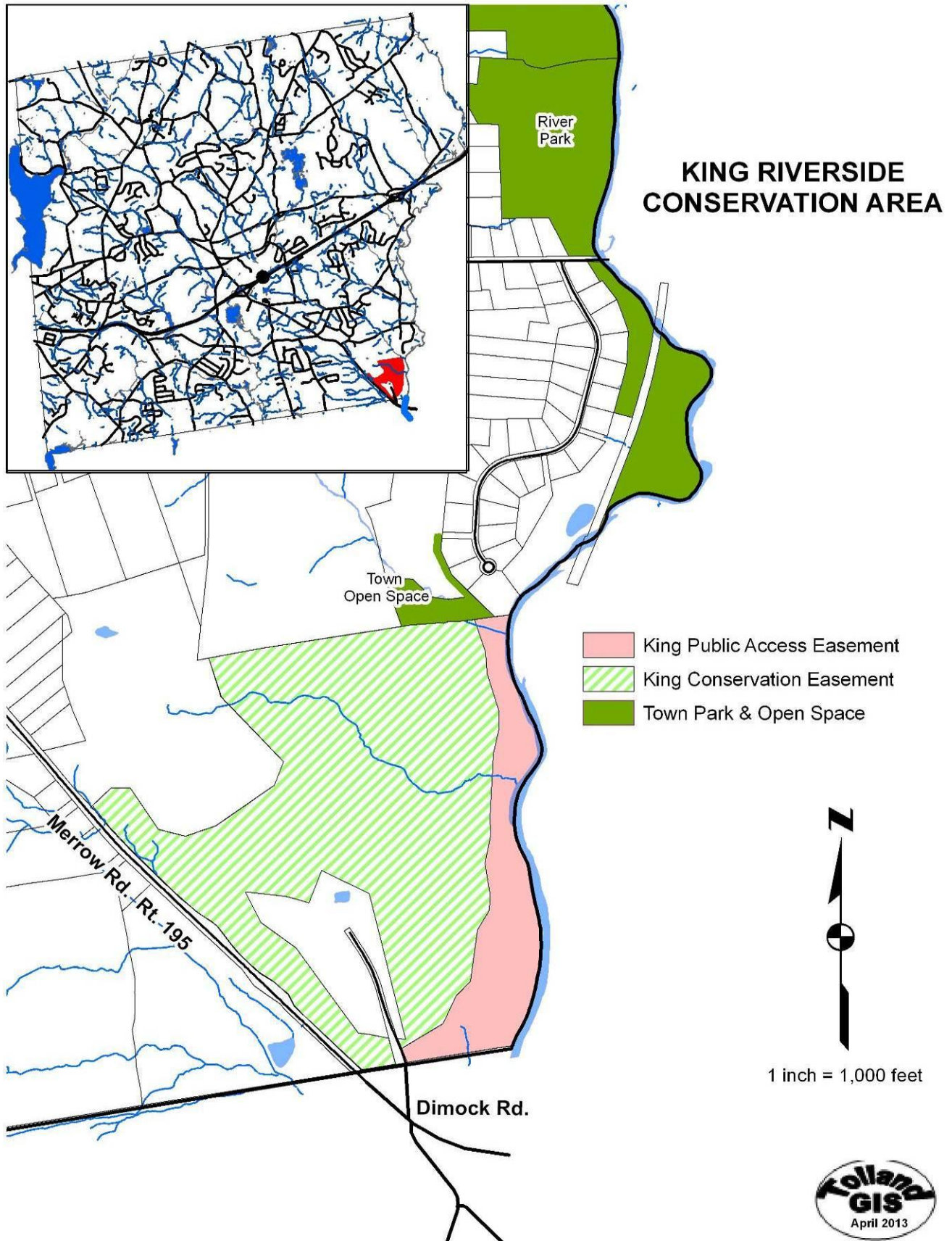
**Management Plan and Program** – Tasks required to assure that management objectives are achieved shall be overseen by the Conservation Commission and implemented by the Head Steward and the property steward(s). Tasks for the 30 acre Public Access Area include:

- Maintain trail markings and signs.
- Install and maintain property boundary markings.
- Maintain the trail system.
- Include hunting caution notices on trail maps.
- Maintain map containers and keep supplied with property brochures.
- Perform litter patrol as needed.
- Maintain parking lot/field in a safe, neat and useable condition.
- Maintain brook/marsh crossings and benches.
- Maintain gates and related protective devices.
- Conduct a natural resource inventory.
- Establish educational trail markers highlighting unique features of property.

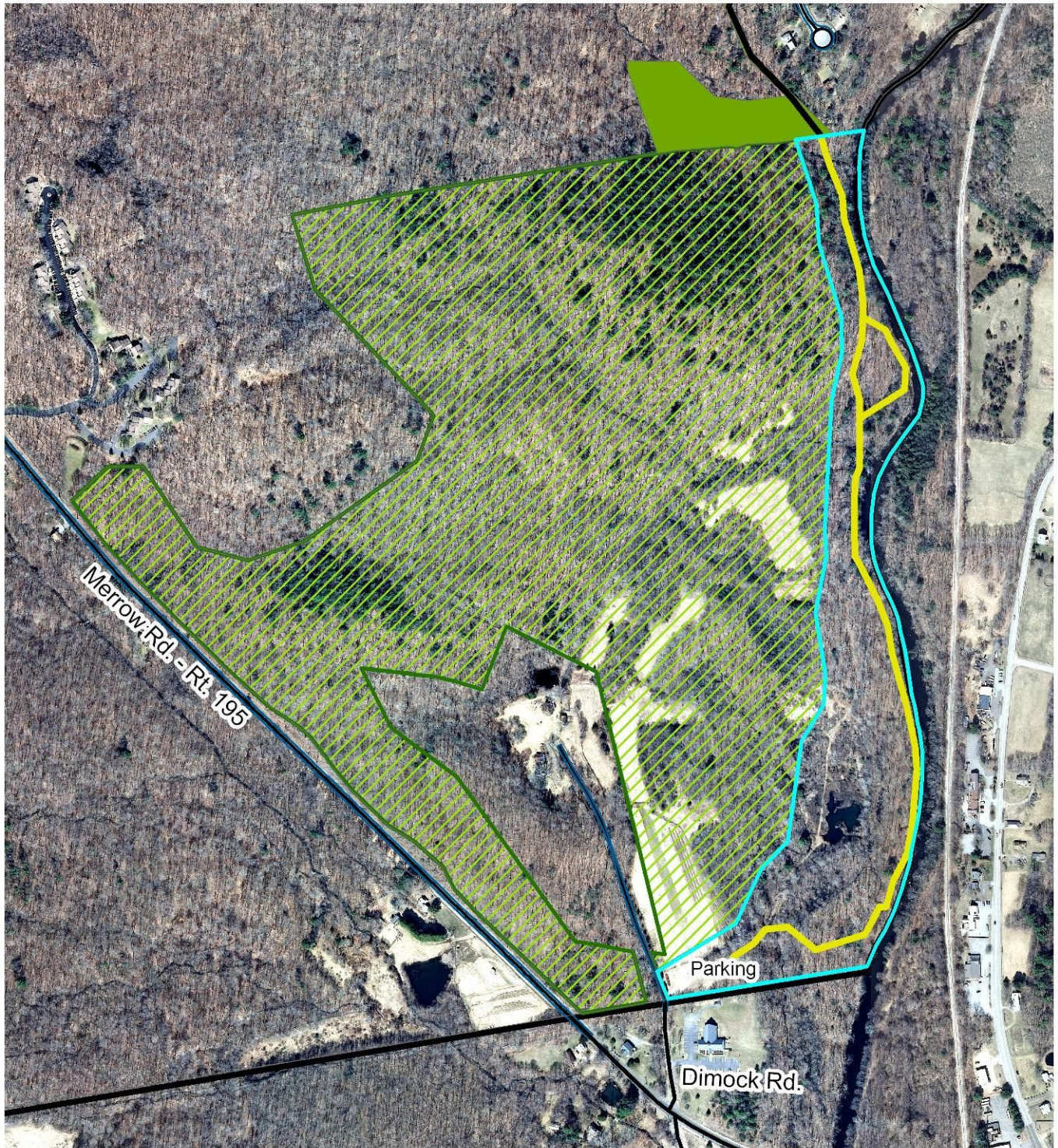
**Attachments:**

- Parcel map of open space and town properties in the area with location map insert
- Aerial map showing entire conservation area and public access area
- Topographical map
- Trail map
- Trail connections to Becker Conservation Area
- Connector map showing Willimantic River trail in Tolland – Coventry – Mansfield
- Easement

The steward of the property is Maxine Cole.







-  Other Town Open Space
-  King Conservation Easement - no Public Access
-  King Riverside Conservation Easement
-  Yellow Trail

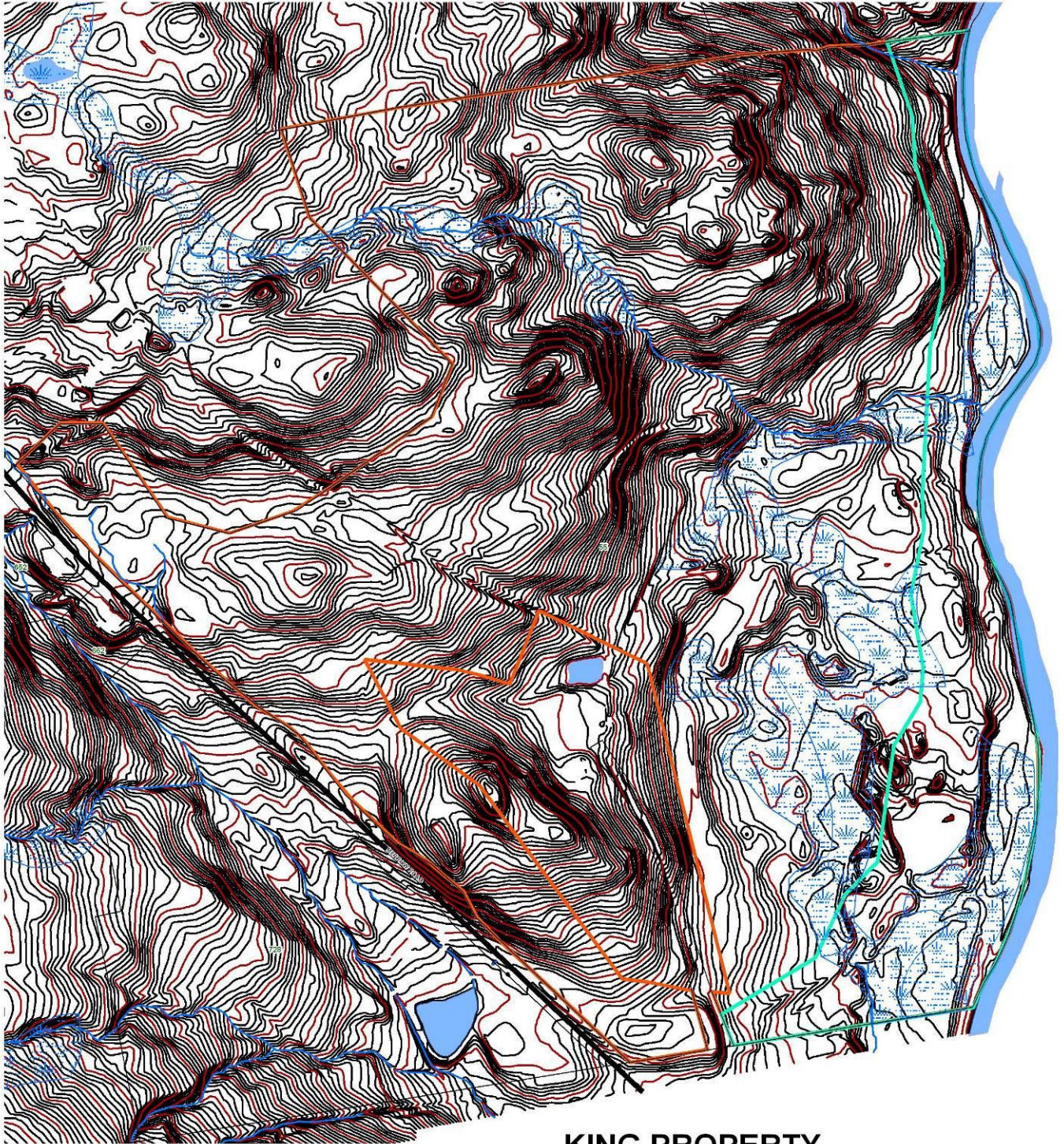
## KING RIVERSIDE CONSERVATION AREA



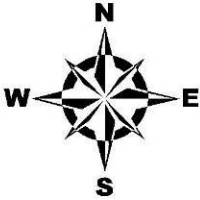
1" = 600'







### KING PROPERTY Physical Features






1 inch equals 500 feet

- King Conservation Easement
- 10' Contour Lines
- King Public Access Easement
- 2' Contour Lines
- Wetland Soils



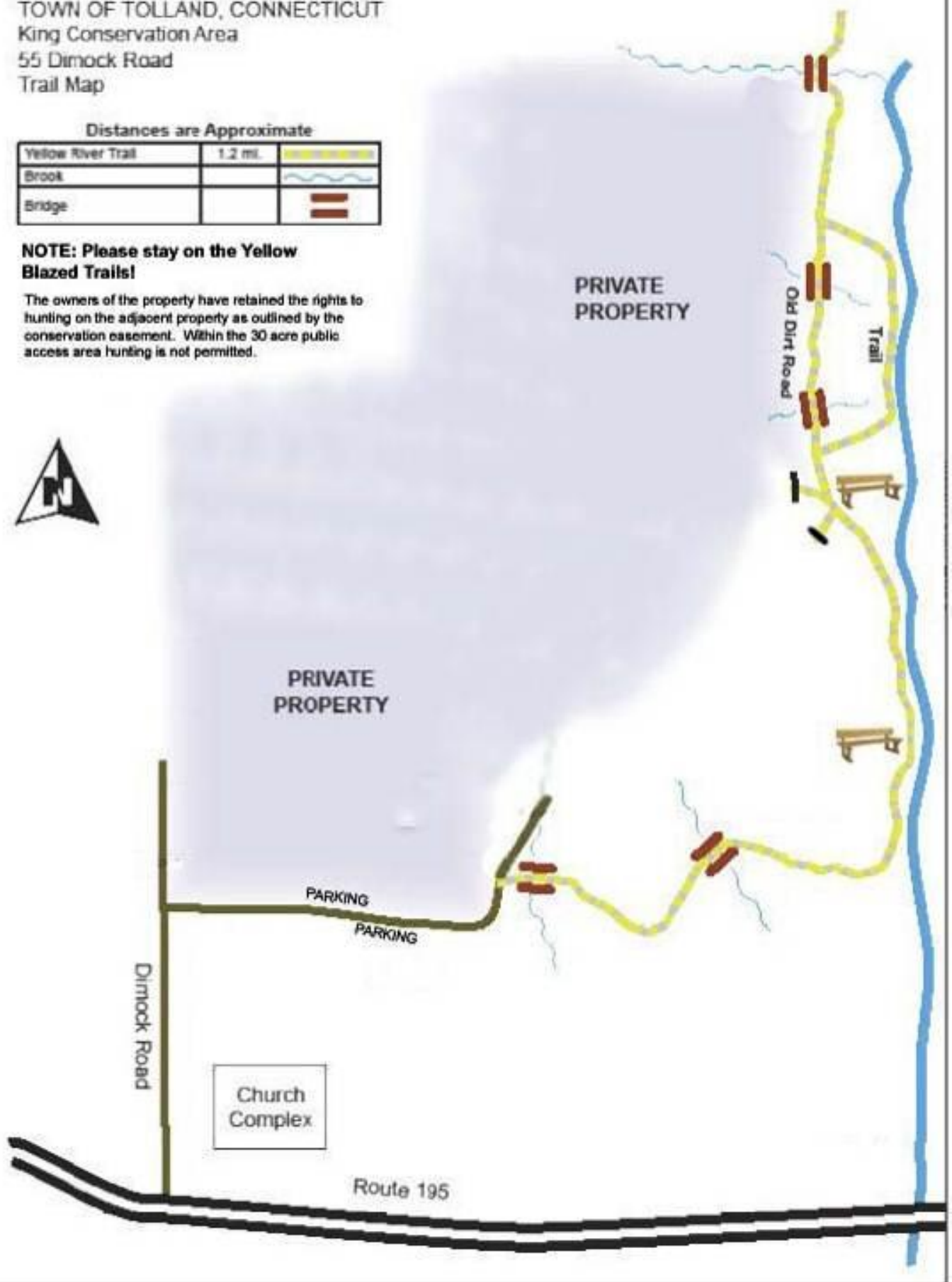
TOWN OF TOLLAND, CONNECTICUT  
 King Conservation Area  
 55 Dimock Road  
 Trail Map

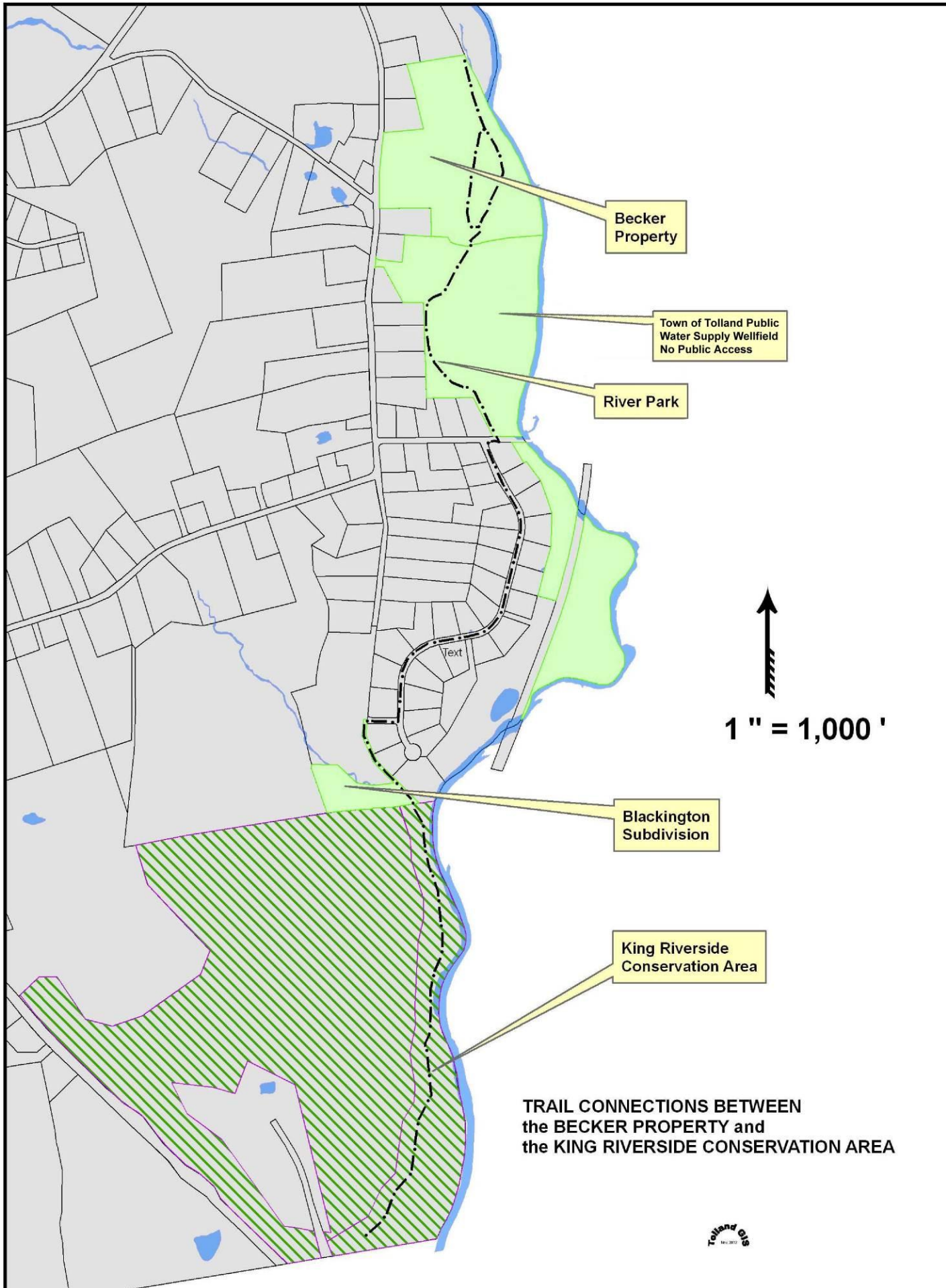
Distances are Approximate

Yellow River Trail	1.2 mi.	
Brook		
Bridge		

**NOTE: Please stay on the Yellow Blazed Trails!**

The owners of the property have retained the rights to hunting on the adjacent property as outlined by the conservation easement. Within the 30 acre public access area hunting is not permitted.

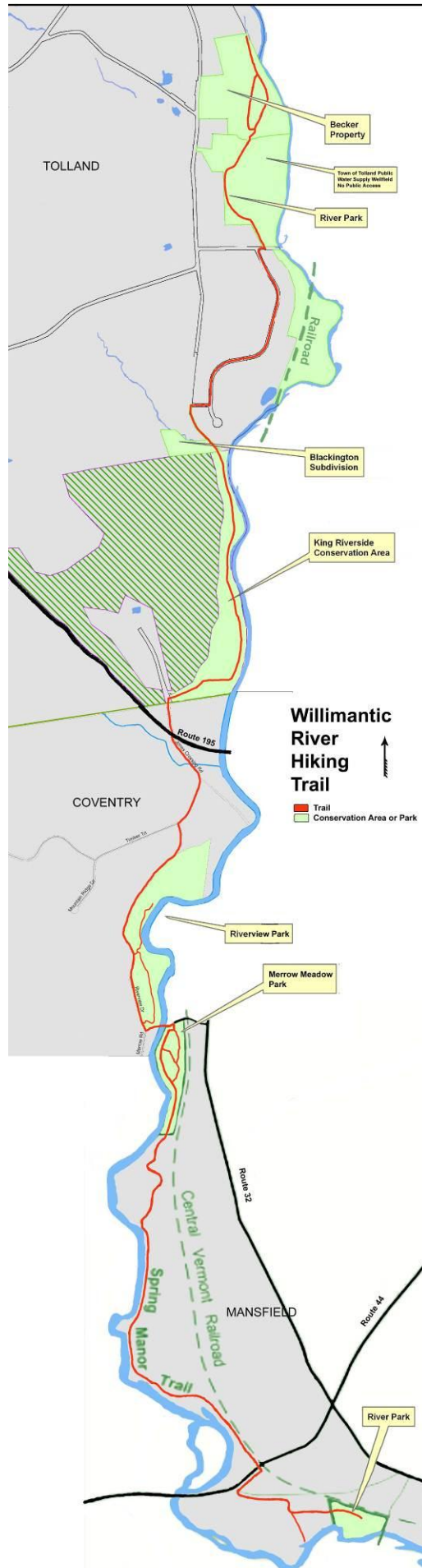




**TRAIL CONNECTIONS BETWEEN  
the BECKER PROPERTY and  
the KING RIVERSIDE CONSERVATION AREA**







CONSERVATION EASEMENT

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

WHEREAS, Elizabeth K. Eaton, Susanne D. King, Charles R. King, Mary Ellen King Via and Warren White Via, Jr. (collectively, the "Grantors"), hold title to approximately 191 acres of real property located in the Town of Tolland, County of Tolland, State of Connecticut, commonly known as 55 Dimock Road and shown on that certain plan entitled "Boundary Survey — Property of Robert D. King and Phoebe Dimock King prepared for Stephen D. Williams, Tolland, Connecticut David R. Garrott, Land Surveyor, Vernon, Connecticut date 8-27-88 Scale 1" = 100' Sheet No. 1 of 4 Map No. 8804-9" which was recorded on December 11, 2006, in Volume 41, Pages 8-11, of the Tolland land records (the "King Property") and also depicted on that certain plan attached hereto as Exhibit A and incorporated herein (the "Easement Plan");

WHEREAS, Elizabeth K. Eaton has executed a power of attorney to Charles R. King dated October 19, 2006, Susanne D. King has executed a power of attorney to Charles R. King dated October 20, 2006, Warren White Via, Jr. has executed a power of attorney to Charles R. King dated October 26, 2006, and Mary Ellen King Via has executed a power of attorney to Charles R. King dated October 26, 2006;

WHEREAS, the King Property is comprised of (i) the approximately 18 acres of land designated as "Homestead Area" on both that certain plan entitled "PROPERTY SURVEY OF A PORTION OF THE KING PROPERTY TOLLAND, CONNECTICUT," dated April 1, 2003, prepared by Landmark Surveys, LLC, and recorded in the land records of the Town of Tolland recorded contemporaneously herewith, and the Easement Plan, all of which shall be subject to the terms of this Conservation Easement solely to the extent set forth in Section 6 herein, and (ii) the approximately 173 acres of the King Property which are not included within the Homestead Area (the "Conservation Area") and which are designated as "Conservation Area" on the Easement Plan, all of which shall be subject to the terms of this Conservation Easement;

WHEREAS, funding for the acquisition of this Conservation Easement and protection of the Conservation Area has been raised in a cooperative effort between The Trust for Public Land and the Town of Tolland.

WHEREAS, The Town of Tolland, a municipal corporation specially chartered under the laws of the State of Connecticut will be the Holder of the Conservation Easement, after this called "Holder".

WHEREAS, in addition to its considerable value as a natural area, the Conservation Area is also a scenic resource of the State of Connecticut and can provide significant aesthetic and recreational opportunities for the general public;

WHEREAS, due to the Homestead Area's proximity to the Conservation Area, the parties recognize that limiting its future development will enhance the scenic value of the Conservation Area;



WHEREAS, the preservation of the Conservation Area's land and water resources will yield a significant public benefit for riverine watershed protection, scenic enjoyment, and the protection of important upland and wetland habitat;

WHEREAS, the anticipated use of the Conservation Area by the Grantors is consistent with the Holder's conservation and preservation interests, and all the parties have a shared interest in seeing that these conservation-minded practices continue; and

WHEREAS, the parties agree that one purpose of this Conservation Easement is to provide for limited public recreation on the Conservation Area consistent with the protection of its natural resources, conservation of those resources having been the primary reason for the acquisition of this Conservation Easement by the Holder;

NOW, THEREFORE, the Grantors, acting herein Charles R. King, their attorney-in-fact, pursuant to the aforesaid powers of attorney, which are recorded in the Tolland Land Records immediately prior hereto, for One Dollar and other good and valuable consideration received to its full satisfaction of the Holder, and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, on behalf of themselves, and their respective successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and their respective successors or assigns forever, with WARRANTY DEED COVENANTS, a Conservation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over the King Property.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the Conservation Area will be retained forever predominantly in its natural, scenic, forested, agricultural, and/or open space condition as an important scenic resource, to preserve important wetland and upland habitat, to provide opportunities for public recreation on the Conservation Area, and to protect water quality and the public water supply (collectively, the "Conservation Values or Interests"), while preventing any use of the Conservation Area that will significantly impair or interfere with the Conservation Values or Interests of the Conservation Area, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the Conservation Values or Interest above.

2. **Prohibited Uses and Activities on the Conservation Area.** Except as expressly permitted in Section 3 or Section 4 herein, the following uses and activities are hereby prohibited on the Conservation Area.

- (A) The placement and/or construction of any building, billboard or other advertising structure, residential dwelling, other structure, paved parking lot, paved driveway, road or other temporary or permanent structure or improvement requiring construction.
- (B) The removal and/or destruction of live trees, standing or lying dead trees, shrubs or other vegetation, except in the event that the condition and/or location of any tree, shrub or vegetation constitutes an immediate public hazard.

- (C) The destruction of wildlife or its habitat, the application of herbicides, pesticides, fungicides, fertilizers and other agents, or any other use which is, or has the potential to be, detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural conditions.
- (D) The quarrying, mining or removal of soils, logging, diking, draining, filling, dredging or removal of wetlands.
- (E) Commercial or industrial activities of any kind, or any other use which is, or has the potential to be, detrimental to drainage, flood control, water quality, erosion control, soil conservation, wildlife or the land and water areas in their natural conditions are prohibited on the Conservation Area.
- (F) No trash, ashes, waste, rubbish, garbage, debris, abandoned equipment, parts thereof, soil or other substances or landfill materials of any sort or other unsightly, offensive toxic or hazardous waste material, shall be dumped or stored on the Conservation Area and no trash or waste receptacles may be placed on the Conservation Area.
- (G) Hunting.
- (H) Public access.
- (I) The use of motorized off-road vehicles.
- (J) Active recreational facilities, including, but not limited to, athletic fields and golf courses.
- (K) .Boat ramp construction.
- (L) Paving of trails, parking lots or any other area within the Conservation Area.

The right to use the Conservation Area for all purposes, uses and activities not specifically prohibited by this Section 2 are hereby reserved by the Grantors.

3. **Permitted Uses and Activities on the Conservation Area.** Notwithstanding anything to the contrary set forth in Section 2, the Grantors reserve the rights set forth below, such reservations to be consistent with the Conservation Values or Interests. The Holder acknowledges and agrees that the activities or uses contemplated below shall not unreasonably interfere with the Holder's rights herein or the use of the Conservation Area by the public.

- (A) The right to maintain and reconstruct existing unpaved driveways, footpaths, fields, and parking areas and other minor surface alterations; or perform minor, improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.



(B) The right to manage and monitor the Conservation Area for the protection of specific habitat, species and/or resources, such management activities to include, but not be not limited to, the maintenance and mowing of fields.

(C) The right to access, cross and recross the Conservation Area at any time by foot or by motorized vehicle as is reasonably necessary in exercising any of the reserved rights of Grantors set forth in this Conservation Easement or in the exercise of management of the Conservation Area or as required by the police, fire officials, or emergency response units or other local, state or federal government agents in carrying out their lawful duties.

(D) The right to remove trees, shrubs, and other vegetation as part of a Forest Management Plan to be submitted to and approved by the Holder and subject to biennial review and revision as necessary in connection with the goals and uses permitted under this Conservation Easement. The Grantors may engage in sound forest management practices, including, but not limited to: (i) selective pruning and cutting to implement recreation and other uses allowed under the provisions of this Conservation Easement, and to prevent, control or remove hazards, disease or insect damage, fire, or to preserve the present condition of the Conservation Area including vistas, woods roads, and trails, or (ii) forestry practices in accordance with a plan prepared by a professional forester (which may include the State Forester) designed to protect the Conservation Values or Interests of the Conservation Area, including without limitation, scenic and wildlife habitat values, provided, however, that, despite the Grantors' rights set forth in this subsection, no vegetation may be removed from the Conservation Area within 350 feet of Route 195.

(E) The right to grade the area of the historic Sand and Gravel operation as delineated on the Easement Plan for the purpose of establishing natural slopes and restoring the natural landscape.

(F) The right to create one man-made pond on the Conservation Area, provided that all regulatory obligations relating to the construction of such a pond are met by the Grantors and the location of said pond is approved by the Holder.

(G) The right to agricultural use of the Conservation Area, subject to approval by the Holder of the pesticides and herbicides, if any, to be used as part of the agricultural operations for their potential impact on wildlife and habitat, and provided that the use does not conflict with any other term of this Conservation Easement.

(H) The right to hunt within all portions of the Conservation Area other than the 30-acre area designated as "Public Access Area" on the Easement Plan, as permitted by state law.

(I) The right to compost vegetative waste on the Conservation Area, and to store temporarily other waste generated by permitted uses on the Conservation Area in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

4. **Public Access to and Use of the Conservation Area.** Notwithstanding anything to the contrary set forth in Section 2 and Section 3 above, the Grantors agree to grant to the public, and the Holder agrees to permit such grant, the right to access that portion of the Conservation Area consisting of 30 acres of land designated as "Public Access Area" on the Easement Plan (which area contains the "Public Access Trail" as shown on the Easement Plan and any other trails that the Holder may elect to develop and maintain) and to use the same for passive recreation purposes consistent with the provisions and purposes of this Conservation Easement, subject to the following limitations:

- (A) Public access to and recreational use of the Public Access Area shall be limited to the hours between dawn and dusk.
- (B) Fishing is allowed subject to all applicable state and local regulations and permitting requirements.
- (C) Dogs must be kept on a leash at all times.
- (D) Motorized off-road vehicles are prohibited.
- (E) Camping is prohibited.
- (F) Fires of any kind are prohibited.
- (G) Horses and horseback riding are prohibited.
- (H) The picking, gathering and/or removal of any plants, fruits, or other vegetation is prohibited.
- (I) The feeding of wildlife, the removal of wildlife and hunting are prohibited.
- (J) Mountain biking is prohibited.

For the purposes of this Conservation Easement, the "public" shall be defined as any resident of any municipality, state, country or region.

Additionally, the Grantors hereby grant to the Holder, or its qualified designated agents (including, but not limited to, Conserving Tolland, the Willimantic River Alliance and Joshua Land Trust), the right to conduct up to three (3) guided walks per calendar year for the public along the existing trail system within those portions of the Conservation Area not included within the Public Access Area, provided that the Grantors are given prior notice of any such tour and the Grantors have consented to the proposed time and date of said walks, such approval not to be withheld unreasonably. The Holder must seek and receive permission from the Grantors to hold additional guided walks in any given calendar year, and the Grantors may withhold such consent at their sole discretion.



5. **The Holder's Obligations with Respect to the Conservation Area.** As a condition of the grant of public access to and recreational use of the Public Access Area, the Holder, at its sole expense, agrees to maintain the Public Access Area in its natural state and to mark clearly the Public Access Trail and any other trails now or then existing within the Public Access Area. (Notwithstanding anything to the contrary set forth in the preceding sentence, the Holder may not cut or remove any trees, shrubs and/or vegetation on the Public Access Area, except for any trees, shrubs and/or vegetation the condition and/or location of which constitute an immediate public hazard.) The Holder, upon written notice to the Grantors, may enter into an agreement with one or more other qualified entities (including, but not limited to, Conserving Tolland, the Willimantic River Alliance and Joshua Land Trust) to assist it in fulfilling their management and/or monitoring responsibilities with regard to the Conservation Area.

6. **Limitations on Subdivision and Conveyance of the Conservation Area and the Homestead Area.** The Conservation Area must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, except with the prior written consent of the Holder. The Homestead Area may not be developed, divided, subdivided, partitioned or otherwise separated into parcels or lots except to the extent that such actions are permitted as a matter of right under the zoning and subdivision regulations in effect at the time of any application therefor. The Grantors agree that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by the Grantors in any subsequent deed or other legal instrument by which the Grantors divest either the fee simple title or any other possessory interest in the Conservation Area and/or the Homestead Area; and the Grantors further agree to notify the Holder of any pending transfer of the Conservation Area and/or Homestead Area at least thirty (30) days in advance.

7. **Limitation of the Grantors' Reserved Rights.** All rights reserved herein by the Grantors may only be exercised subject to the approval of the Holder to the extent required herein and to all applicable governmental permits and approvals required by law.

8. **Environmental Provisions.**

(A) The Grantors warrants that the Conservation Area is in compliance with all applicable Environmental Laws (as defined below).

(B) The Grantors warrant that they have not received any notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or properties of the Conservation Area.

(C) The Grantors warrant that they have no actual knowledge of a release or threatened release of Hazardous Materials (as defined below) on, at beneath or from the Conservation Area.

(D) The Grantors hereby covenant to defend and indemnify the Holder against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials

on, at, beneath or from the Conservation Area in connection with any past and/or ongoing agricultural uses (including, but not limited to, the mixing, storage and use of pesticides) on a 4±-acre portion of the Conservation Area currently being used as a strawberry field and identified on the Easement Plan, or arising from or connected with a violation of any Environmental Laws by the Grantors or any other prior owner of the Conservation Area in connection with such agricultural uses. The Grantors' indemnification obligation shall not be affected by any authorizations provided by the Holder to the Grantors with respect to the Conservation Area or any maintenance and/or restoration activities carried out by the Holder on the Conservation Area; provided, however, that the Holder shall be responsible for any Hazardous Materials contributed after this date to the Conservation Area by the Holder.

(E) The Grantors shall have responsibility, and the Holder shall have no responsibility whatsoever, for the operation of the Conservation Area, the monitoring of hazardous conditions thereon, or the protection of the Grantors, the public, or any third parties from risks relating to conditions on the Conservation Area. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend and this Conservation Easement shall not be construed such that: (i) it creates in the Holder any of the obligations or liabilities of an "owner" or "operator" as those words are defined and used in any Environmental Law, (ii) it creates in the Holder any of the obligations or liabilities of a person described in any Environmental Law; or (iii) the Holder have any control over the Grantors' ability to investigate and remediate any hazardous materials associated with the Conservation Area.

(F) For the purposes of (A) through (F) above, "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) or any other successor or related law. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazardous to human health or the environment.

9. **Costs.** The Grantors acknowledge that the Holder has no possessory rights in the Conservation Area, nor any responsibility or right to control, maintain, or keep up the Conservation Area except as expressly set forth in Section 5 herein. The Grantors are responsible for paying and discharging when due all applicable property taxes and assessments and to avoid the imposition of any liens that may impact the Holder's rights hereunder. The Grantors are responsible for all costs



and responsibility of ownership, control, operation, maintenance, and upkeep of the Conservation Area except as expressly set forth in Section 5 herein.

10. **Remedies and Enforcement.**

(A) This Conservation Easement granted hereby constitutes a conservation restriction on the Conservation Area and on the Homestead Area (to the extent set forth in Section 6 herein only) in favor of the Holder and its successors and assigns pursuant to Section 47-42a of the Connecticut General Statutes, as amended. Pursuant to Section 47-42b of the Connecticut General Statutes, as amended ("C.G.S.") this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to Section 47-42c C.G.S., this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law.

(B) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights.

(C) The Grantors are not responsible for injury to or change in the Conservation Area resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Area resulting from such causes.

(D) The terms and conditions of this Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns, provided, however, that said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Conservation Area and Homestead Area, except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

11. **Miscellaneous Provisions.**

(A) The Grantors represent that as of the date of this grant there are no liens or mortgages outstanding against the Conservation Area or the Homestead Area prior in right to this Conservation Easement, all holders of mortgages or other rights as of the date hereof, if any, having recorded agreements subordinating their rights to this Conservation Easement prior to the recording of this Conservation Easement. The Holder's rights to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien. The Holder, at its sole discretion, may execute limited subordination to this effect upon written request by the Grantors.

(B) This Conservation Easement shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflict of law principles. If any provision(s) of this Conservation Easement or the application thereof to any person or

circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(C) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Conservation Area in its natural and scenic state.

(D) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between the Grantors and the Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Conservation Area or the Homestead Area made after the date of this grant. The Holder will use such proceeds for conservation purposes. Nothing herein shall constitute, nor be determined to constitute, a waiver of sovereignty by the State of Connecticut in the event that it succeeds to the interest of the Holder.

(E) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

12. **Notices.** All notices and requests for approval required hereunder must be made in writing and sent by certified mail, return receipt requested, addressed to the applicable party(ies) at the address set forth below:

If to the Grantors:

Elizabeth K. Eaton  
6720 Vanderbilt Street  
Houston, TX 77005-3827

Susanne D. King  
904 Tewa Loop  
Los Alamos, NM 87544

Charles R. King  
55 Dimock Road  
Tolland, CT 06084

Mary Ellen King Via and Warren White Via  
P.O. Box 128  
3771 Old Wood Road  
Ester, AK 99725



If to Holder:

Town of Tolland  
Attn: Linda Farmer  
21 Tolland Green  
Tolland, CT 06084

*With a copy to:*

Diana, Conti & Tunila, LLP  
1091 Main Street  
Manchester, CT 06040  
Attn: Richard Conti

*With a copy to:*

The State of Connecticut  
Commissioner of Environmental Protection  
79 Elm Street  
Hartford, CT 06106

Each party may, by notice as provided above, designate a different address to which notice shall be given.

In addition, any notices to the Holder or requests for the Holder's consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

13. **Assignment of Holder's Interest; Amendment.** The Holder shall have the right, but not the obligation, to assign its interest in this Conservation Easement to the State of Connecticut at any time, provided that the Holder delivers advance written notice to the Grantors of its intention. If the Holder elects to so assign its interest in this Conservation Easement, the parties covenant to execute and deliver an amendment to this Conservation Easement, which amendment shall delete the original **Exhibit B** in its entirety and substitute in lieu thereof a new **Exhibit B** referencing a Class A-2 survey which shall be recorded in the land records of the Town of Tolland at the Holder's sole expense. The Class A-2 survey will depict the size, location, boundaries and configuration of the Conservation Area, the Public Access Area and the Public Access Trail in a substantially similar manner as the plan referenced in the original **Exhibit B**.

14. **Binding on Successors.** This Conservation Easement shall be deemed a covenant running with the land and shall be binding upon the parties and also upon their respective heirs, personal representatives, assigns, and other successors in interest.

[Remainder of page intentionally left blank.]