

EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF PRESERVATION RESTRICTIONS

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the _____ day of _____, 2008 by the [Legal Name of Your Organization] (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the STATE HISTORIC PRESERVATION OFFICE (SHPO), an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the “Property”) which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the

preservation of the historical and architectural qualities of the Property, as provided in Section 10-411 of the Connecticut General Statutes and as set forth in Section 10-411(b)(3) of said Statutes, and to impose on the Property “preservation restrictions” as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor’s and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same for a period of **[Duration of Restriction]** years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee’s successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, restore the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the then owner or owners of the Property site and the buildings, structures and improvements

thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. The Property shall not be subdivided.

4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.

5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

7. Without the express prior written permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other

[For example, "Historic House Museum" "Municipal Services" "Social Services"]

The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

8. The Grantor covenants for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of **[X:XX am and X:XX pm]** and at other times by appointment. The Grantor shall publish notices, giving dates and times

when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.

9. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.

10. The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.

11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.

12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.

13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.

15. The easements, covenants and restrictions set forth herein shall terminate **[Duration of Restriction]** years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

Signed, sealed and delivered

In the presence of:

Grantor Name:

Witness

By: _____
Name

Name:

Title:

Witness

Name:

STATE OF CONNECTICUT)

) ss. TOWN/CITY

COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged

herself/himself to be the _____ of

and that she/he, as such _____, being authorized so to do, executed the foregoing instrument for the _____, by signing the name of the corporation as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT BY THE
CONNECTICUT STATE HISTORIC
PRESERVATION OFFICE

Witness
Name:

By: _____
Daniel T. Forrest
State Historic Preservation Officer

Witness
Name:

STATE OF CONNECTICUT)
) ss. City of Hartford
COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared Christopher Bergstrom, who acknowledged that he is the State Historic Preservation Officer (SHPO) of the STATE HISTORIC PRESERVATION OFFICE and that he, as such SHPO, being authorized so to do, executed the foregoing instrument for the State of Connecticut by signing his name as such SHPO.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND.

Commissioner of the Superior Court/Notary Public
Name

Statutory Authority: C.G.S. § 10-411
Approved as to form:

Attorney General
Date

EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the [twenty-eighth] day of [November, 2007] by the [Legal Name of Your Organization] and the STATE OF CONNECTICUT, acting by the CONNECTICUT STATE HISTORIC PRESERVATION OFFICE and made a part thereof.

The property encompassed by the term of this Preservation Restriction includes all the land with the buildings, structures and appurtenances thereon commonly known as

[See directions.]

"As that certain piece or parcel of land, together with the buildings and improvements located thereon, situated in the [See Note Below.], County of [property in which county is located] and the State of Connecticut, bounded:

NORTHERLY: [SEE DIRECTIONS FOR COMPILING EXHIBIT A]

EASTERLY:

SOUTHERLY:

WESTERLY:

SUBJECT TO:

As recorded in Volume _____, Page _____ of the _____ Land Records.

EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the twenty-eighth day of September, 2007, by the [Legal Name of Your Organization] and the STATE OF CONNECTICUT, acting by the CONNECTICUT STATE HISTORIC PRESERVATION OFFICE and made a part thereof.

MAINTENANCE STANDARDS FOR THE OSWIN WELLES MONUMENT

[SAMPLE.: The following four paragraphs must have your property's information in place of the sample.]

Shortly after Cedar Hill Cemetery was established in 1864, Oswin and his two brothers, Leonard and John, purchased a large lot in Section 1. In 1873, just two years before Oswin died, the brothers erected what is known as the OSWIN WELLES MONUMENT, a bronze, life-size, female sculpture atop their granite monument. The sculpture was created and signed by noted 19th century sculptor Carl Conrads. The monument was restored in its entirety to preserve its historic integrity.

Attached hereto and made a part hereof are two photographs of the exterior showing the present appearance of the OSWIN WELLES MONUMENT.

The basic exterior dimensions of the structure were not altered. The exterior of the sculpture was restored and maintained as closely as possible to its original appearance. The intent was to preserve the sculpture and monument by removing harmful deposits, repairing cracks, and eliminating the streaks that had disfigured this historic bronze monument. All work was completed with appreciation within the framework of historical accuracy.

The Grantors herein will preserve and maintain the structure as described in good condition during the life of this Preservation Restriction.