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THIS IS A GRANT OF A CONSERVATION RESTRICTION (hereinafter "Conservation Restriction"), as defined in Sections 47-42a through 47-42c of the Connecticut General Statutes, revision of 1958, as amended. It is intended to qualify as a "qualified conservation contribution" for purposes of Section 170(h) of the Internal Revenue Code of 1986. The purposes of the restriction, which is in the nature of an easement, are within those described in Section 47-42a(a) C.G.S., and Section 170(h)(4) of the Internal Revenue Code. This restriction is granted in perpetuity exclusively for the conservation purposes of (i) the preservation of open space (including forest, agricultural and grazing land) for the scenic enjoyment of the general public and pursuant to a clearly delineated governmental conservation policy that will yield a significant public benefit, as more particularly described hereinafter, and (ii) the protection of relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, as more particularly described hereinafter.

F. The Protected Property is located in a historic and picturesque rural area which, despite being located from New York City, has a remarkably well

preserved, unspoiled, and intact traditional rural New England landscape that attracts many members of the public, who seek out the area's scenic views, historic architecture, and open spaces; and

G. The Protected Property possess significant wildlife habitat, scenic, recreational, natural, agricultural and open space values, including woodlands, wetlands, watercourses, which are in a relatively natural and undisturbed condition, all of which are of great importance to the Grantor, to Grantee, to the residences of Litchfield County, to the State of Connecticut, and the general public; and

H. The specific conservation values of the Protected Property have been documented in a conservation baseline report, (the "Restriction Documentation Report"), prepared by the Grantee and to be signed and acknowledged by the Grantor and Grantee, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

I. The Highlands Conservation Act was passed by Congress and signed into law in 2004 to "recognize the importance of the water, forest, agricultural, wildlife, recreational and cultural resources of the Highlands region, and the national significance of the Highlands region to the United States," and

J. The United States Government has specifically recognized the importance of conserving the natural and cultural resources in the Town of New Milford, Connecticut by designating the town as a municipality included within the Highlands region, as defined by the Highlands Conservation Act, and a map from the Highlands Coalition illustrating such designation is included in the Restriction Documentation Report; and

K. The *Recommended Conservation and Development Policies plan for Connecticut, 2004-2009*, prepared by the State of Connecticut Office of Policy Management, as required by Connecticut General Statutes, (1) states a goal of having "a total of 21% of the state's land preserved as open space by the year 2023;" (2) states that "(T)he western and eastern uplands of the state and areas along the Connecticut River offer some of the last major rural expanses in the heavily urbanized Washington-Boston corridor; and that "(t)hese places embrace much of the state's remaining active farmland, vital environmental resources, and numerous historic villages and town centers"; and (3) re-affirms a rural area conservation goal, as set forth in Executive Order No. 31 (October 1980) "(t)o preserve and protect the land, water, farm open space, and forest resources which characterize the state's rural areas;" and

L. Section 8-23 of the Connecticut General Statutes requires each Connecticut municipality to prepare and decennially update a Plan of Conservation and Development, and further states that, in preparing such a plan, a municipality shall "recommend the most desirable use of land within the municipality for residential, recreational, commercial, industrial, conservation and other purposes," consider "the need for protection of existing and potential public surface and ground drinking water supplies," and may consider "plans for open space acquisition"; and

M. The State of Connecticut has authorized the creation of Conservation Restrictions pursuant to Connecticut General Statutes Sections 47-42a through 47-42c and the Grantor and Grantee wish to avail themselves of the provisions of that law; and

N. The Protected Property is located within the West Aspetuck River Watershed and a portion of the Protected Property has frontage on the West Aspetuck River which is recommended as a public drinking water supply watershed and designed as a preservation area on the State Plan of Conservation and Development, 2004-2009, and

O. The Protected Property fronts on scenic and provides roadside views and vistas of the forest lands, farmlands and natural areas for the public to enjoy; and

P. The Protected Property preserves over road frontage on which is a scenic collector road in the and the preservation of this frontage as a farm field is consistent with the following recommendation in the open space section of the 1998 Town Plan:

"In addition to the key open space areas designated for preservation in the Open Space Plan, there are numerous parcels of land throughout which, in their non-developed or sparsely developed status, help to maintain the rural environment. Many of these parcels are located along arterial or collector roads which magnifies their visual impact. In the long term, the most practical approach to the preservation of these areas is the use of conservation zoning and subdivision regulations. This approach can maximize conservation whereby most of the parcel is maintained as open space within areas experiencing residential development. By use of such methods, natural wooded buffers along streets can be maintained. Hedgerows, stone walls and wooded areas on sites along with the wetlands and steep slopes, which would be left underdeveloped in accordance with other land-use regulations, would be conserved."

Q. Portions of the Protected Property are bounded by other lands permanently protected by and this conservation restriction significantly expands the contiguous area of protected land along and the value of the protected natural areas and wildlife areas in this section of the Town of

Q. The Grantor and the Grantee have the common purpose of conserving the above-described conservation values of the P erty in perpetuity; and

R. The State of Connecticut has authorized the creation of Conservation Restrictions pursuant to Connecticut General Statutes Sections 47 - 42a through 47 - 42c and the Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional gift, does hereby give, grant and convey to Grantee a Conservation Restriction in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Restriction").

1. Purpose. It is the purpose of this Restriction to assure the Protected Property will be retained forever predominantly in its agricultural, natural, scenic, forested, and open space condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interest of the Protected Property described above. Grantor intends that this Restriction will confine the use of the

Protected Property to such activities as are consistent with the purpose of this Restriction.

2. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in Paragraph 3 below:

- 2.1 There shall be no construction or placing of any building, tennis or other recreational court, landing strip, mobile home, swimming pool, or sign (other than those required by Grantee for appropriate management), asphalt or concrete pavement, billboard or other a advertising display, antenna, utility pole, tower, conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the premises.
- 2.2 There shall be no ditching draining, diking, filling, excavating, dredging mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.
- 2.3 There shall be no removal, destruction or cutting of trees, shrubs or plants, or planting of trees, shrubs or plants, except that dead or diseased trees may be removed and invasive plants may be removed in accord with Paragraph 3.5.
- 2.4 There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers".
- 2.5 There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks, in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil, land fill, dredging spoils or other substance or material, nor shall activities be conducted on the Protected Property which could cause erosion or siltation on the Protected Property.
- 2.6 There shall be no pollution, alteration, depletion nor extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property or on adjacent property if owned by Grantor, which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property.
- 2.7 There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, helicopters, jet skis, motorized boats or any other types of mechanized vehicles.
- 2.8 There shall be no commercial recreational activities.

- 2.9 The Protected Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.
- 2.10 The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Restriction for the purposes of determining density, lot coverage, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by the Restrictions shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nothing herein contained shall be construed to prevent the Grantors from using any of the Protected Property as Property qualifying for Open Space, Forest or Farmland for tax exemption purposes under applicable statutes and laws.

3. Grantor's Reserved Rights. Notwithstanding any provisions of this restriction to the contrary, the Grantor hereby reserves the following rights:

- 3.1 The right to undertake or continue any activity or use of the Protected Property not prohibited by this Restriction. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing allowing Grantee to determine whether such change would violate the terms of this Restriction.
- 3.2 The right to privacy.
- 3.3 The right to sell, give, mortgage, lease, or otherwise convey the Protected Property provided such conveyance is subject to the terms of this Restriction and written notice is provided to Grantee in accordance with Paragraph 12 below.
- 3.4 The right to improve wildlife habitat through the creation and placement of improvements including but not limited to bird houses, brush piles, sunning logs and the planting of specific habitat vegetation.
- 3.5 The right to cut and remove the following invasive plants, and to apply herbicides to them using a method in which the substance cannot reasonably be expected to migrate or spread beyond the local area of application, as applied by hand ("spot" application), in accordance with best management practices: Japanese barberry (*Berberis thunbergii*), purple loosestrife (*Lythrum salicaria*), multiflora rose (*Rosa multiflora*), Asiatic bittersweet (*Celastrus orbiculatus*), winged euonymous (*Euonymus alatus*), poison ivy and other plants that are either recognized by the Connecticut Invasive Plant Council, Cooperative Extension Service or subject to the Grantees approval in writing any other plant determined invasive by a Connecticut based invasive plant expert.
- 3.6 Within the existing field portion of the Protected Property located at the intersection of Buck Rock Road and Merryall Road as shown on the map of the Protected Property cited in Schedule A the right to conduct

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agricultural animal husbandry operations carried on in accordance with sound agricultural management practices; cultivation of existing fields, the mowing and grazing of existing meadows and the installation of fences, provided that:

- 3.6.1 Any activities with the potential to affect water quality and soil erosion shall be described in a USDA Natural Resource Conservation Service Farm Management Plan (hereinafter "Farm Management Plan"), approved by the conservation district for the locality in which the Premises is located and subsequently approved by the Grantor in accordance with Section 4.5;
- 3.6.2 Any such activities shall be conducted in a manner that minimizes to the maximum extent practicable any adverse effects on the natural resources on the Protected Property, including but not limited to any watercourse or wetlands on the Protected Property;
- 3.6.3 Reasonable use of pesticides, herbicides, manure and fertilizers shall be permitted to the extent necessary to conduct approved and permitted agricultural activities.

3.7

3.8

map of the Protected Property cited in Schedule A the right to perform forest management activities and to harvest trees including the pine stand on the Protected Property, the right to use and maintain the existing trail through the property to the river and to use motorized vehicles, as necessary for forestry management and trail maintenance, provided that such forest management activities are carried out in accordance with the best available forestry practices and standards promulgated by the Society of American Foresters and the Forestry Service of the United States Department of Agriculture and are substantially in accordance with a forest management plan to be prepared by a Connecticut certified professional forester and approved in writing by Grantee in accordance

with the provisions of Section 4.5. Said forest management plan shall be updated and approved by Grantee whenever a substantial change in operations occurs. Said forest management plan shall specifically indicate actions which will be taken to protect the water quality of the West Aspetuck River, any rare plant and animal populations and rare plant communities on the Protected Property.

- 3.9 On the portion of the Protected Property on the east side of Buck Rock Road as shown on the map of the Protected Property cited in Schedule A

3.9.1 The right to establish and maintain trails for passive recreational use, provided such trails are unpaved, do not exceed four (4) feet in width, and are designed and sited to minimize clearing and other landscape disturbances and the right to selectively cut or thin trees and vegetation to create and preserve views from high points along trails.

3.9.2 The right to cross the Protected Property with motor vehicles and equipment as needed for the purpose of maintaining, repairing or replacing the existing water supply lines and the water supply spring on the Protected Property serving the adjacent property and the existing residence l on other land of the Grantor provided such accessway across the Protected Property is located in a manner that minimizes disturbance to the Protected Property and is designed and maintained to protect against erosion.

- 3.10 In all areas of the Protected Property the right to use one (1) small, four wheel motorized utility vehicle, similar in size to a golf cart, along trails to perform trail maintenance and management activities.

- 3.11 In all areas of the Protected Property, the right to cut and remove dead diseased tress for safety purposes and for personal firewood use, the right to prune and limb trees along property boundary lines for safety purposes, and the right to maintain existing stone walls.

- 3.12 The right to hunt and fish.

4. Grantee's Rights. To accomplish the purpose of this Restriction, the following rights are conveyed to Grantee by this Restriction.

- 4.1 The right to preserve and protect the conservation values of the Protected Property.
- 4.2 Right of Entry. The right to enter the Protected Property at all reasonable times and with prior notice, for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Restriction; (b) enforcing the terms of this Restriction; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations

and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

- 4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, if necessary, to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of Grantee which may include but not be limited to mowing, fencing, trapping, prescribed burning, etc. Any such management activities shall be set forth in a written management plan to be approved by the Grantor, which approval shall not be unreasonably withheld or delayed.
- 4.4 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Restriction and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 10.
- 4.5 Discretionary Consent. Grantee's consent for activities otherwise prohibited under Paragraph 2 above, or for any activities requiring Grantee's consent under Paragraph 3 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Paragraph 2 are deemed desirable by Grantor and Grantee. The Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein.

Such requests for permission, and permission for activities requiring Grantee's consent under Paragraph 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of the Restriction. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of the Restriction and (2) either enhance or do not impair any significant conservation interest associated with the Protected Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Restriction or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

5. Access. Nothing contained in this Restriction shall give or grant to the public right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Restriction.

6. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and

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maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

Grantor shall hold harmless, defend and indemnify Grantee and its members, directors, officers, employees, agents, and contractors, and the heirs, successors and assigns of each of them (collectively "Indemnified Parties") from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified herein and in Paragraphs 7; and (3) the existence or administration of this Restriction.

7. Taxes. The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property.

8. Titles. The Grantor covenants and represents that the Grantors are the sole owners and are seized of the Protected Property in fee simple and have good right to grant and convey the aforesaid Restriction; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Restriction, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Restriction.

9. Hazardous Waste. The Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. Grantee's Remedies. In the event that the Grantee becomes aware of a violation of the terms of this Restriction, the Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violations and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Restriction Documentation Report shall be deemed to provide objective information concerning The Protected Property's conditions at the time of this grant. Failure by the Grantor to cause discontinuance, abatement of such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Restriction; to require the restoration for the property to its previous condition; to enjoin such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages when recovered may be applied by the Grantee, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Restriction, Grantor enforcement, including costs of restoration, Grantee shall be entitled to reimbursement for court costs and reasonable attorney's fees, in addition to any other payments ordered by such court.

- 10.1 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.
- 10.2 Failure to Act or Delay. The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Restriction by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Restriction.
- 10.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Restriction caused by unauthorized wrongful acts of third persons, at Grantee's option, Grantor agrees to assign its right of action to Grantee, to join in any suit, and/or to appoint Grantee its attorney-in-fact for the purposes of pursuing enforcement action.
11. Parties Subject to Restriction. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property.
12. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Grantee of any pending transfer at least thirty (30) days after the recording of the said transfer.
13. Merger. The Grantor and Grantee agree that the terms of this Restriction shall survive any merger of the fee and Restriction interest in the Protected Property.
14. Assignment. The parties hereto recognize and agree that the benefits of this Restriction are in gross and assignable, and the Grantee hereby covenants and agrees that in the event it transfers or assigns the Restriction it holds under this indenture, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized and operates primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to

carry out in perpetuity the conservation purposes which the contribution was originally intended to advance.

15. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Restriction to the Grantee, this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value of said Restriction as of the date of the conveyance that is at least equal to the proportionate value that this Restriction at the time of the conveyance bears the fair market value of the Property as a whole at the time.

That proportionate value of the Grantee's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Restriction and the Grantee shall convey whatever remaining interest it has in the Protected Property back to the Grantor. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

16. Amendment. In the event that unusual and unforeseen circumstances arise which, in the judgment of the Grantor and Grantee, justify the modification of any provision of this Conservation Restriction, Grantor and Grantee by mutual consent may amend such provision; provided that the amendment is not inconsistent with the conservation purposes of this Conservation Restriction; will not result in a degradation of the conservation values of the property; will not affect the enforceability of the Conservation Restriction; and is accomplished in compliance with any applicable state statute and with Section 170(h) of the Internal Revenue Code of 1986 as amended. Any amendment of this Conservation Restriction shall be recorded in the official land records where the Protected Property is located. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Restriction or to allow any structures or any activities not provided for above.

17. General and Miscellaneous Provisions.

17.1 General. The interpretation and performance of this Restriction shall be governed by the laws of the State of Connecticut. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect. The obligations imposed by this Restriction upon Grantor, if more than one, shall be joint and several. Any uncertainty in the interpretation of this Restriction shall be resolved in favor of conserving and protecting the Conservation values.

17.2 Severability. If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions for this Restriction and the application of

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such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

- 17.3 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include Weantinoge Heritage Land Trust, Inc., and its successors and assigns.
- 17.4 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
- 17.5 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Restriction and shall have no effect upon construction or interpretation.
- 17.6 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 17.7 Notices. Any notices required in this Restriction shall be sent by registered or certified mail to the following address or such address as

TO HAVE AND TO HOLD the said Restriction unto the said Grantee forever.

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Witness:

Grantee:

By _____
Vice President and Director of
Conservation and Planning

STATE OF CONNECTICUT)
) ss.
COUNTY OF LITCHFIELD)

Personally appeared _____ Vice President and Director of Conservation
and Planning of _____, signer and sealer of the foregoing
instrument, who acknowledged the same to be his and their free act and deed, and the free act
and deed of the corporation, before me.

SCHEDULE A

Description of Property Subject to the Conservation Restriction
from |

All that certain piece and parcel of land situated on the
|, Litchfield County, Connecticut shown as "Area B
33.8 acres" on a certain survey entitled, "Data Compilation Plan Prepared For
County Of Litchfield,
State Of Connecticut, Date: |, Scale 1" = 100'", prepared by
which map is on to be filed simultaneously herewith in the
office of the Town Clerk. (MAP # 3572)

Reference is also made to a Class A-2 map titled "Property Survey Map Prepared For
|, County Of
Litchfield, State Of Connecticut, Date: |" = 100', prepared by
Arthur H. Howland & Associates, P.C" to be filed on the New Milford Land Records.

All that certain piece and parcel of land situated on the
|, Litchfield County, Connecticut on a survey entitled,
"Property Survey Map, Area = 144,627 S.F./ 3.3202 Ac. Prepared For
|, County
Of Litchfield, State Of Connecticut, Date: |, Scale 1" = 60'", prepared
by " which map is on to be filed simultaneously
herewith in the office of the Town Clerk. (MAP # 3571)

All that certain piece and parcel of land situated on the
|, Connecticut on a survey entitled,
"Data Compilation Plan Prepared For

Cc
| which map is on to be filed simultaneously herewith in the office of
the Town Clerk. (MAP # 3570)