

CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT made this

RECITALS:

A. IT, , a Connecticut Limited Liability having its principal place of business at , acting herein by the hand of its Member, hereunto duly authorized, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called the Protected Property, which has ecological, scientific, educational and aesthetic value in its present state as a natural area which has not been subject to development or exploitation, which property is located in Washington, Connecticut and is more particularly described in Schedule A attached hereto and incorporated by this reference; and

B. INC., hereinafter called the Grantee, is a Connecticut non-profit corporation and a tax exempt public charity under Section 501 (c) (3) and 509 (a) (1) of the Internal Revenue Code, qualified under section 170 (h) of the Internal Revenue Code to receive qualified conservation contributions, and having its headquarters in Washington, Connecticut and its mailing address at whose primary purpose is the preservation, protection, or enhancement of land predominantly in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

C. Preservation of the Protected Property is for the scenic enjoyment of the general public and will yield a significant public benefit, and

D. Preservation of the Protected Property accords with federal, state and local governmental conservation policy and will yield a significant public benefit, and

E. The specific conservation values of the Protected Property are documented in a Baseline Documentation Report, on file at the offices of the Grantee, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation; and

F. The Grantor and the Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity; and

G. The State of Conservation Easements 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, the 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 the Grantee a Conservation Easement (hereinafter sometimes referred to as this Easement or this Restriction) in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to assure the Protected Property will be retained forever predominantly in its 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 Easement 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 Easement 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 temporary or permanent improvements, buildings or structures of any kind.

2.2 There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

2.3 There shall be no subdivision of the Protected Property

2.4 There shall be no dumping or accumulation of soil, trash, ashes, garbage waste or other unsightly or offensive material.

2.5 There shall be no removal, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, or use of fertilizers, except in accordance with Paragraph 3.2.

2.6 There shall be no alteration of the surface of the land, including without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of any permitted activity.

3. Grantor's Reserved Rights. The Grantor hereby reserves the following rights, which are permitted and shall be conducted in a manner which does not materially impair the purpose of this Conservation Restriction or other conservation interests:

3.1 All customary rights of ownership not expressly relinquished, conveyed or prescribed by the foregoing restrictions, including but not limited to the right of exclusive possession of the Protected Property;

3.2 the right to privacy;

3.3 the right to use the Protected Property for all purposes not inconsistent with this Conservation Restriction including all uses incidental to agricultural and forestry uses, specifically including the right to cut and remove diseased trees, diseased shrubs, and diseased plants and to cut firebreaks and to cut firewood, specifically excluding, however, the right to erect or maintain any buildings or structures;

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 create and/or maintain for agricultural or wildlife use any fields, pasture or meadows including, without limitation, the right to: (i) create pasture, fields or open areas from wooded or overgrown areas of the Protected Property that are not on or within 50 feet of any wetland or watercourse; (ii) clear forest trees and/or other growth for such purposes;

(iii) plow, harrow or use other sound agricultural practices to prepare land for agricultural pasture or open meadow use; (iv) seed and reseed; (v) rotate crops in accordance with sound agricultural practice; (vi) trim and cut brush and trees in order to maintain clear borders around such areas; (vii) construct fence lines, including electrical, in and around such area(s); (viii) temporarily store manure on a seasonal basis, but not within 150 feet of any wetland or water course; (ix) pasture and graze animals on a rotational basis, pursuant to sound agricultural practices, provided that such use shall be undertaken so as to avoid pollution, erosion or siltation of any watercourse or wetland; and (x) apply fertilizers; provided, however, all applications of fertilizers, pesticides and herbicides shall be undertaken in accordance with environmentally sound agricultural practices in light of the actual needs of the crops or cover being grown at any time and the slope and run-off characteristics of the site; further provided, cultivation of row crops shall be restricted to areas of soils with "tolerable erosion rates" as determined by the Natural Resources Conservation Service (a "tolerable erosion rate" is based on a slower rate of erosion than the rate of replacement by natural processes creating new soil from the raw underlying parent material); and further provided such application shall be allowed if a vegetative buffer of not less than twenty (20) feet is maintained between the field and adjacent wetlands and water courses on the Protected Property to ensure the preservation of the water quality thereof and the conservation purposes of this Grant;

3.6 the right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Restriction. Prior to making any change in use of the Protected Property, the Grantor shall notify the Grantee in writing of the proposed change, allowing Grantee to determine whether such change would materially impair the purpose of this Conservation Restriction or other conservation interests.

3.7 the right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyances is subject to the terms of this Conservation Restriction and written notice is provided to Grantee in accordance with paragraph 12 below.

3.8 the Protected Property may be used as a forest management area with multiple management objectives of sustained yield timber production, wildlife habitat protection, watershed protection and recreational use. All forest management shall be in accordance with sound forestry practices and guidelines promulgated by The Society of American Foresters and U.S. Forest Service, pursuant to a forestry plan prepared by a qualified professional forester and approved by the Grantee and provided that all actual forestry operations are overseen by a Forester holding the proper certification in Connecticut. Clearing for agricultural purposes shall be permitted pursuant to an agricultural plan prepared and/or approved by the Natural Resources Conservation Services of the United States Department of Agriculture. All tops, branches, slash and other waste material shall be disposed of in accordance with applicable local and state regulations. The Grantee shall be notified in writing and provided with a cutting plan at least thirty (30) days prior to the initiation of any timber harvesting.

3.9 The Premises may be used for agriculture, as defined in Connecticut General Statutes, Section 1-1(q), as it may be changed from time to time. Agricultural use of the Premises shall be in compliance with sound agricultural practices pursuant to an agricultural plan prepared and/or approved by the Natural Resources Conservation Services of the U.S. Department of Agriculture. Grantor shall provide a copy of said plan to Grantee within

fifteen days of receipt. Excluded from "agriculture" as used and defined herein is the right to building or maintain any buildings or structures on the Protected Property.

3.10 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 recognized by experts as invasive plants and that Grantee agrees in writing are invasive.

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 and, if necessary, across other lands retained by the Grantor, 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 Easement; (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. [?]

4.3 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement 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.

4.4 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, 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 Easement 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 Easement or to allow any residential, commercial or industrial structures or any commercial industrial activities not provided for above.

5. Access. Nothing contained in this Easement shall give or grant to the public a 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 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 Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified herein and in Paragraph 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 Grantor is the sole owner and is seized of the Protected Property in fee simple and has 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.

NOTE: If any mortgages exist, they must be subordinated.

9. Hazardous Waste. The Grantor covenants and represents that to the best of Grantor's knowledge and belief 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 condition at the time of this grant, except for such conditions as may have been altered pursuant to the terms of this Restriction.. Grantor agrees that the Baseline 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 or 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 of the Protected 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 non-compliance. 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 shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, 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 Protected 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 Easement 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 Easement 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 Easement 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 fifteen (15) days in advance.

13. Merger. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of the fee and Easement interest in the Protected Property.

14. Assignment. The parties hereto recognize and agree that the benefits of this Easement are in gross and assignable, and the Grantee hereby covenants and agrees that in the event it transfers or assigns the Easement 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 [?] easement was originally intended to advance.

15. Extinguishment. The Grantor hereby agrees that at the time of the conveyance of this Easement to the Grantee, this Easement gives rise to a real property right, immediately vested in the Grantee, with a fair market value

of said Easement as of the date of the conveyance that is a least equal to the proportionate value that this Easement at the time of the conveyance bears to the fair market value of the Protected 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. 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. General and Miscellaneous Provisions.

16.1 General. The interpretation and performance of this Easement 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 Easement upon Grantor, if more than one, shall be joint and several. Any uncertainty in the interpretation of this Easement shall be resolved in favor of conserving and protecting the Conservation values.

16.2 Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this 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.

16.3 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 Steep Rock Association, Inc., and its successors and assigns.

16.4 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.

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

16.6 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.

16.7 Notices. Any notices required in this Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

Grantor:

Grantee:

TO HAVE AND TO HOLD the said Easement unto the said Grantee forever.
IN WITNESS WHEREOF, the Grantor has executed and sealed this document the
day and year first above written.

[illegible]

On the _____ before me, the undersigned officer,
personally appeared _____, who acknowledged himself to be a Member of
_____, and that he, as such Member, being authorized so to
do, executed the foregoing instrument in the capacity therein stated and for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

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