

After recording, please return to:
_____[Grantee or Grantee’s attorney]

[CONNECTICUT MODEL]
GRANT OF AGRICULTURAL CONSERVATION RESTRICTION
[insert as applicable] INCLUDING OPTION AND RIGHT TO PURCHASE

THIS GRANT OF AGRICULTURAL CONSERVATION RESTRICTION (hereinafter referred to as the “**Grant**”) is made this ___ day of _____, 20___ by and between **[Donor names(s)]**, having an address at _____ who with his/her/their successors in title to all or any portion of the Protected Property as hereinafter defined are collectively referred to as “**Grantor**”, and _____ (“**Grantee**”), its successors and assigns forever, [a Connecticut nonprofit corporation, with a business address at _____] [_____, [a municipal entity having a principal place of business at _____.] The Grantor and the Grantee are hereinafter referred to as the “Parties”.

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain agricultural real property in the Town of [Town], County of _____, and State of Connecticut, with an address of _____ and comprising _____ acres, more or less, as more particularly described in Schedule A attached hereto and incorporated herein by reference (hereinafter referred to as the “Protected Property”), and shown and delineated on a certain map entitled “___” [attached as Schedule B hereto][recorded in the _____ land records] and incorporated herein by reference (hereinafter referred to as the “Plan”).

[where municipal entity is the holder] WHEREAS, Grantee is a governmental unit described in section 170(b)(1)(A)(v) of the Internal Revenue Code of 1986, as amended, (hereinafter referred to as the “Code”), and is a qualified organization under section 170(h) of the Code to receive qualified conservation contributions; and

[or where land trust is the holder] WHEREAS, Grantee is a publicly-supported, tax exempt, non-stock organization incorporated under the laws of the State of Connecticut as a nonprofit organization and is a tax exempt public charity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“the Code”), and is a “qualified organization” under section 170(h) of the Code to receive qualified conservation contributions, whose purposes include retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, farming, forested or open space use; and

[where a deduction is sought] WHEREAS, the parties intend the donation of this Grant to qualify as a “qualified conservation contribution” in accordance with Sections 170(h) and 2031 (c) of the Internal Revenue Code of 1986, as amended and the regulations thereunder; and

WHEREAS, Grantor wishes to convey to Grantee, for conservation purposes, a perpetual easement on the use that may be made of the Protected Property thereby protecting significant conservation values, including the following:

1. AGRICULTURAL CONSERVATION VALUES: Preservation of the Protected Property protects significant agricultural conservation values, as follows:

(a) The Protected Property represents a farm in the State of Connecticut, many of which have ceased to exist in Connecticut and throughout New England due to increased development pressures and a variety of other social, economic, and global forces, the protection of which shall conserve productive agricultural land in Connecticut and prevent its change in use to residential, commercial, or industrial development;

(b) Approximately _____ percent (____%) of the Protected Property is in or supports agricultural production and approximately _____ percent (____%) of the soils have been classified as Prime Farmland, Statewide Important Farmland, and Local Important Farmland by the Natural Resource Conservation Service (NRCS), U.S. Department of Agriculture (USDA). The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Protected Property in perpetuity, [in connection with the preservation of the agricultural heritage of the Grantor]; and

(c) Approximately ____ percent (____%) of the Protected Property is in or supports productive forest vegetation. Maintaining soil productivity sustains forest soils in a condition that favors regeneration, survival and long-term growth of desired forest vegetation. Forestry practices that protect the productivity of the forest soils provide a public benefit by meeting society's need for forest products while contributing to the resource-based economy of the surrounding region, and also support other conservation value and amenities provided by these woodlands.

(d) The Protected Property is [INSERT RELEVANT FARM HISTORY, ETC.];

2. OPEN SPACE PRESERVATION AND FURTHERANCE OF GOVERNMENTAL POLICY, INCLUDING AGRICULTURAL PROTECTION POLICIES: The preservation of the Protected Property's open space (including farmland and forest land) through this Grant is pursuant to clearly delineated federal, state and local governmental conservation policies and will yield a significant public benefit in accordance with Section 170(h)(4)(A)(iii)(II) of the Code, specifically:

(a) The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. Section 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;" and

(b) The federal Agricultural Act of 2014, whose purposes include “(3) protect the agricultural use and future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land;” and

(c) In 1963, the Connecticut General Assembly declared “that it is in the public interest to encourage the preservation of farmland, forest land and open space land in order to maintain a readily available source of food and farm products close to the metropolitan areas of the state, to conserve the state's natural resources and to provide for the welfare and happiness of the inhabitants of the state.” (P.A. 490, 1; C.G.S. Section 12-107a); and

(d) In 1971, the Connecticut General Assembly passed Public Act 173 (codified as amended in C.G.S. Sections 47-42a through 47-42e) that authorizes the creation and enforcement of conservation restrictions, “whose purpose is to retain land or water areas predominantly in their natural, scenic, or open condition or in agricultural farming, forest, or open space use;” and

(e) Also, in 1978, the Connecticut General Assembly found that unless there is a statewide agricultural preservation program, “remaining agricultural land will be lost to succeeding generations and that the conservation of certain arable agricultural land and adjacent pastures, woods, natural drainage areas, and open space areas is vital for the well-being of the people of Connecticut.” As a consequence the General Assembly enacted a state program for the preservation of agricultural lands through the purchase of development rights (P.A. 78-232; C.G.S. Chapter 422a, Section 22-26aa through 22-26ii); and

(f) [if applicable] Preservation of the Protected Property is of community and agricultural importance because it includes highly productive and important agricultural soils and is reflected as [agricultural] land on the land use and open space maps in the [town] Plan of Conservation and Development dated _____. [Insert relevant plan information]; and

(g) [if applicable] Funding of the preservation for the Protected Property has been approved by NRCS, USDA. [elaborate]; and

[OPTIONAL] 3. PROTECTION OF WILDLIFE HABITAT CONSISTENT WITH AGRICULTURAL USE : This Grant protects a significant natural area which qualifies as a “...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(ii), as amended, and in regulations promulgated thereunder because:

(a) Specifically the Protected Property is habitat for species of greatest conservation need and their habitat, as listed on the Connecticut Department of Energy and Environmental Protection (DEEP) Wildlife Division Database and referenced in Connecticut’s Comprehensive Wildlife Conservation Strategy completed under the Federal State Wildlife Grant Program and approved by the U.S. Fish and Wildlife Service., which species have been observed on or about the farm property, including: _____

[federally listed species, state-listed endangered, threatened and special concern species, Global Status Rank, State (Subnational) Status Rank and New England Regional Conservation Concern]

(b) The Protected Property is contiguous to other protected properties as follows: [INSERT]]; therefore, the protection of the Protected Property through this Grant creates an extensive corridor of protection for diverse species, including nesting and migratory birds, other woodland species, and mammal, reptile and insect species and the conservation of the Protected Property as a farm will help preserve the habitat for those species; and

(c) _____

WHEREAS, the current use of the Protected Property [for agricultural production] and its current improvements are consistent with the foregoing conservation purposes; and

WHEREAS, the specific conservation values of the Property are documented in a Baseline Documentation Report (the "Baseline Report"), 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

WHEREAS, the agricultural, open space, wildlife and historic resources of the Protected Property recited above and documented in the Baseline Report, are collectively referred to herein as the "Conservation Values" of the Protected Property; and

WHEREAS, the Grantor and Grantee have the common purpose of conserving the above-described agricultural Conservation Values and additional Conservation Values of the Protected Property, as more fully set forth herein, in perpetuity, by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from Grantor to Grantee of affirmative rights for its protection in perpetuity, intending the grant of such restrictions to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h)(2)(9C) of the Code and so as to qualify as a "Conservation Restriction" under the Connecticut General Statutes.

NOW, THEREFORE, in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, pursuant to the laws of the State of Connecticut, [and in consideration of the payment of _____ Dollars and 00/100 Cents (\$_____.00) to Grantor], the Grantor hereby grants, [gifts] and conveys unto the Grantee, and its permitted successors and assigns forever, an agricultural conservation easement constituting a grant of a "conservation restriction" as defined in Conn. Gen. Stat. Section 47-42a(a), in perpetuity over the Protected Property of the nature and character to the extent hereinafter set forth. Grantor and Grantee hereby declare that the Protected Property shall be forever held, transferred, sold, conveyed, used, and occupied subject to the terms, covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with and burden the Protected Property in perpetuity as a charitable use as meant by §47-2 of the Connecticut General Statutes.

1. PURPOSE: The primary purpose of this Grant is to protect the agricultural soils, current and future agricultural viability, and agricultural productivity of the Protected Property in perpetuity. No activity that may significantly impair the actual or potential use of the Protected Property for agricultural production shall be permitted. To the extent that the preservation and protection of the non-agricultural Conservation Values of the Protected Property referenced above are consistent with the primary purpose of protecting the agricultural soils, current and future agricultural viability, and agricultural productivity of the Protected Property in perpetuity, it is also the purpose of this Grant to protect those additional Conservation Values of the Protected Property, and to such extent, no activity that impairs or adversely impacts the Conservation Values of the Protected Property shall be permitted. The foregoing purposes of this Grant are hereinafter collectively referred to as the “Purpose.”

2. DEFINITIONS. [READ CAREFULLY AND EXCLUDE ITEMS AND PARTS OF DEFINITIONS AS REQUIRED]The following definitions apply throughout this Grant. If any term defined in this section is not used in the Grant, the defined term is to be disregarded as surplus material. Many terms are defined within the individual paragraphs of this Grant. Defined terms are indicated as such in the body of this Grant by capitalization.
ALL TERMS ARE BROADLY WORDED AND ARE SUBJECT TO CONDITIONS, LIMITATIONS AND EXCLUSIONS AS FURTHER SET FORTH IN THIS GRANT.

2.1 “Agriculture” and “Agricultural Activities” means:

(a) The cultivation of the soil, including the creation, restoration, and/or maintenance of fields, grasslands, pasture, coverts, or meadows for commercial and/or non-commercial farm, nursery, agricultural or wildlife management purposes including by way of example and not limitation:

- (i) Clearing forest trees and other growth for the purposes set forth above;
- (ii) Preparing land for agricultural, pasture, garden, or open meadow use;
- (iii) Planting, seeding, and re-seeding agricultural crops, but not species with known invasive characteristics;
- (iv) Trimming and cutting brush and trees in order to maintain clear borders around or paths within such areas;
- (v) Applying herbicides, pesticides, fungicides, and fertilizers for bona-fide agricultural purposes; and
- (vi) other similar uses upon written request to the Grantee, in Grantee’s sole discretion.

(b) The cultivation, raising, production, harvesting, or sale of any agricultural or horticultural commodity grown on the Protected Property, including, but not limited to:

- (i) Crops commonly found in the community surrounding the Protected Property;
- (ii) Field crops, including, but not limited to, corn, grains, hay, potatoes, cotton, tobacco, herbs, beans, grasses and biofuels;
- (iii) Fruits, tree products and non-timber forest products, including, but not limited to, apples, grapes, nuts, berries, mushrooms and maple syrup or maple sugar;
- (iv) Vegetables of all kinds;
- (v) Horticultural specialties, including seeds, nursery stock, Christmas trees, compost, and flowers;

- (vi) Livestock and livestock products, including, but not limited to raising, shearing, feeding, hatching, caring for, training and management of livestock, including: beef cattle, sheep, swine, goats, horses, poultry, bees, milk and other dairy products, eggs, and fur bearing animals and wildlife;
- (vii) The private or commercial stabling, breeding, training, riding, pasturing and care of horses, livestock and other animals, including maintaining a riding stable [including indoor and outdoor riding rings];
- (viii) Raising or harvesting of aquatic plants and animals including oysters, clams, mussels, other shellfish or fish and their byproducts (“Aquaculture”); and
- (ix) Forestry Activities;
- (x) Other similar uses and commodities upon written request to the Grantee, in Grantee’s sole discretion.

(c) Agricultural Activities shall also include the following associated uses which are customary, supportive and agriculturally compatible uses in Connecticut:

- (i) The production, primary processing, direct sale, and storage of agricultural products grown, produced or raised principally (defined as more than _____ # _____ on a yearly average) on the Protected Property. Primary processing shall include handling, planting, drying, packing, packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any agricultural or horticultural commodity as an incident to ordinary agricultural operations, or, in the case of fruits and vegetables, as an incident to the preparation of such fruits or vegetables for market or for direct sale;
- (ii) Structures associated with the production of energy for use principally (defined as more than _____ # _____ on a yearly average) on the Protected Property, [and the abutting farmland of Grantor – only if part of farm and expressly limited to such], including wind, solar, hydroelectric, methane, wood and fossil fuel systems, and structures and facilities for the storage and treatment of animal waste as more fully set forth herein;
- (iii) The operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment;
- (iv) Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation and the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for agricultural purposes;
- (v) Composting and other soil enhancement activities; and
- (vi) The lawful onsite disposal of animals and agricultural products raised or housed on the Protected Property pursuant to permitted activities.

The above definition of Agriculture and Agricultural Activities is broadly worded. Inclusion of use or activity in this definition does not mean that such specific use or activity is not otherwise limited or specifically excluded elsewhere in this Grant, or restricted by applicable laws or

regulations. Agricultural structures are restricted by the Structure Limitations in **paragraph 4.10**. Forestry Activities are governed by **paragraph 4.3**.

2.2 “Approval” is defined in **paragraph 9**.

2.3 “Baseline Report” is that report prepared and adopted pursuant to **paragraph 8** hereof.

2.4 “Best Management Practices” are a series of guidelines or minimum standards recommended by federal, state or county resource management agencies and universities for proper farming and forestry operations, with the goal of limiting non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.

2.5 “Clear, Clearing and Clear Cutting” means the removal of all or substantially all trees and shrubs with an average diameter at base of 2 inches, where the length or width of the cleared area generally exceeds the average height of mature trees in the immediate vicinity.

2.6 “Code” is defined on page 1.

2.7 “Conservation Plan” is that plan, or modified plan adopted pursuant to **paragraph 4.2**.

2.8 “Conservation Values” are the conservation purposes, and the agricultural, open space, scenic and historic resources of the Protected Property set forth in the Recitals and in the Baseline Report.

2.9 “Environmental Laws” are defined in **paragraph 21**.

2.10 “Farm” means the facilities, equipment, structures and lands used primarily for Agriculture.

2.11 “Farm Road” is defined in **paragraph 4.7**.

2.12 “Farmstead Building Area” means that approximately ___#___ acre portion of the Protected Property within which the [current house and barns are situated and where] new structures may be built pursuant to subject to the Structure Limitations herein and which is illustrated on the Plan [attached hereto as Exhibit B] [referred to in Exhibit A and recorded in the _____ Land Records] and identified in the Baseline Report.

2.13 “Footprint” means the surface space occupied by a structure or device including, but not limited to, closed and unenclosed porches and garages, unenclosed decks, raised surfaces or roofs, basements and attics, measured as a product of the outermost width and length dimensions.

2.14 “Forestry Activities” means: planting, growing, harvesting, spraying, pruning, or cutting of live or dead trees, or other removal of live or dead trees, in accordance with generally

accepted forestry practices and Best Management Practices, and are more particularly described and limited in **paragraph 4.3**.

2.15 “Forest Management Plan” means that written plan adopted pursuant to **paragraph 4.3**, prepared by a Connecticut Certified Forester.

2.16 “Grantee” means the _____ [full legal name of Grantee Land Trust or Municipal entity] and its successors and assigns.

2.17 “Grantor” means all Grantors and all Grantor’s heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the words as needed in the context of its use.

2.18 “Hazardous Materials” are defined in **paragraph 21**.

2.19 “Invasive Species” means a plant species that is non-native (or alien) to the ecosystem under consideration, known to have invasive characteristics, and whose introduction causes or is likely to cause economic or environmental harm or harm to human health, which may be identified from time to time by written notice from Grantee, or which are identified on the Connecticut Invasive Plants Council’s “Connecticut Invasive Plant List” or on any replacement listing maintained by or for the benefit of the State of Connecticut.

2.20 “Notice” is defined in **paragraph 9**.

2.21 “Purpose” means the conservation purposes set forth in **paragraph 1** hereof.

2.22 “Passive Recreational Activities” are defined in **paragraph 4.4**.

2.23 “Qualified Farmer” is defined in **paragraph 26.1.c**.

2.24 “Regulations” means the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

2.25 “Rural Enterprises” are defined in **paragraph 4.5**.

2.26 “Structure Limitations” are set forth in **paragraph 4.10**.

2.27 “Temporary Agricultural Structure” is defined in **paragraph 4.10(d)**

2.28 “Water Rights” are defined in **paragraph 3.5**.

3. PROHIBITED USES. The prohibited uses and reserved rights for the Protected Property are based on Grantee's evaluation of the Conservation Values of the Protected Property and Grantor's goals and objectives to continue limited private use and enjoyment of the Protected Property while ensuring that the Purpose of the Grant is protected in perpetuity.

Any activity on or use of the Protected Property inconsistent with the Purpose of this Grant is prohibited. In addition, **except as permitted in Grantor's Reserved Rights**, the following activities, acts or uses are expressly prohibited on, over or under the Protected Property:

3.1 Subdivision. The legal or de facto division, subdivision, re-subdivision, or boundary line adjustment of the Protected Property, or any division of the title to the Protected Property in the form of condominium or cooperative form of ownership is hereby prohibited.

Notwithstanding the foregoing, with prior approval from the Grantee, Grantor may convey any portion of the Protected Property: (i) to any organization or government entity that would qualify as an eligible assignee of this Grant as provided herein; (ii) to the owner of any adjacent property that is subject to a conservation restriction substantially similar to this Grant, or (iii) if the subdivision would protect the agricultural viability of the Protected Property and will have minimal impact on prime and important soils; [or iv. _____ insert any other permitted divisions].

3.2 Use for Development. The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Grant for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with Approval of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

3.3 Prohibited Structures. The construction or placement of any structure, building, tennis or recreational court, swimming pool, landing strip, mobile home, asphalt or concrete pavement, tower, telecommunication tower, satellite dish, billboard or advertising display, septic system or any other temporary or permanent structure or facility on, under, or above the Protected Property is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.4 Changes in Topography and Mining. Ditching, draining, diking, filling, excavating, dredging, mining, or drilling, removal of topsoil, sand, gravel, rock, stonewalls, minerals, natural gas, fuel, or any other materials, placing of soil or other substance or material, such as land fill or dredging spoils, nor any building of paved roads or change in the topography of the Protected Property in any manner is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.5 Divesting of Water Rights. The Protected Property subject to this Grant includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Protected Property (collectively, "Water Rights"). Grantor shall not transfer, encumber, sell, lease, or otherwise separate the Water Rights from the Protected Property or change the historic use of the Water Rights without the Approval of Grantee except as may be permitted in Grantor's Reserved Rights. Grantor shall not

abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the approval of Grantee.

3.6 Trash. There shall be no storage or dumping of ashes, trash, garbage, or similar unsightly or offensive waste material (except for storage and composting of biodegradable waste [principally] [produced on the Protected Property], as part of activities permitted to Grantor hereunder), hazardous substance or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property, except as may be permitted under the Structure Limitations. The preceding sentence shall not apply to the aboveground presence, use, or storage on the Protected Property of small quantities of the above mentioned substances that are generally recognized to be appropriate to normal residential, Agricultural or Forestry Activities on the Protected Property.

3.7 Non-permitted Commercial and Industrial Uses. Any commercial or industrial use of the Protected Property is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.8 Changes to Vegetation. Removal, destruction, or cutting of trees over 2" or introduction of invasive plants and animals, is prohibited, except as may be permitted in Grantor's Reserved Rights.

3.9 Pesticides. There shall be no use of herbicides, insecticides, fungicides, or other potentially harmful substances or the use or disposal of said products and by-products on the Protected Property, except for Agricultural Activities and Forestry Activities, or (i) as used in a selective manner in accordance with applicable law to treat non-native insects, fungi, parasites, Invasive Species and other organisms that attack native species of flora and fauna or threaten the diversity and health of the forest or other natural ecological communities on or adjacent to the Protected Property, and (ii) as used in a selective manner to treat or to combat particular infestations of nuisance insects or animals such as wasp, hornet and rodent infestation.

3.10 Alteration of Water Resources. Pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor activities on the Protected Property, that would be detrimental to water purity, or that materially alter natural water level and/or flow in or over the Protected Property are prohibited, except as may be permitted in Grantor's Reserved Rights.

3.11 Recreational Vehicles. Recreational use of, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles, is prohibited, except as may be permitted in Grantor's Reserved Rights. [Optional: To the extent required to qualify for exemption from federal estate tax under 2031(c) of the Code, and only to the extent such activity is not otherwise prohibited or limited under this Grant, Grantor agrees that commercial recreational uses are not permitted within the Protected Property.]

3.12 Subsequent Encumbrances Contrary to Purpose. The grant of any right of way easements (except as provided in the Structures Limitations) or use easements that might diminish or impair the agricultural viability or productivity of the Protected Property or otherwise diminish or impair the Purpose of this Grant is prohibited, except with the Approval of Grantee.

4. GRANTOR'S RESERVED RIGHTS. Notwithstanding any provision of this Grant to the contrary, Grantor reserves all customary rights and privileges of ownership, including the right of quiet enjoyment of the Protected Property, as well as any other rights not inconsistent with the Purpose of this Grant and not specifically prohibited or limited by this Grant.

To the extent required for compliance with 1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Notice or Approval under this Grant, Grantor agrees to notify Grantee before exercising any right that may have an adverse impact on the conservation interests associated with the Protected Property.

Without limiting the generality of the foregoing, the following activities and uses are hereby deemed by the Grantor and Grantee to be consistent with the Purpose of this Grant, and are expressly permitted to be carried out on the Protected Property in a manner that does not significantly impair the Conservation Values protected by this Grant:

4.1 Mortgage and Convey. Grantor retains the right to sell, give, mortgage, lease, devise, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Grant and notice is provided to Grantee as more fully provided under the Transfer of Property paragraph. [Notwithstanding the foregoing, such conveyances are subject to the Option provisions, if applicable.]

4.2 Agricultural Activities. Grantor retains the right to conduct Agricultural Activities as more fully set forth herein, provided that all Agricultural Activities on the Protected Property shall be conducted in accordance with a Conservation Plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or by its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event at any time the basic type of agricultural operation on the Protected Property changes or ownership of the Protected Property changes; and shall provide for management of the Protected Property in a manner consistent with generally accepted Best Management Practices, including, but not limited to, those practices identified by the Natural Resource Conservation Service (NRCS) Electronic Field Office Technical Guide, and in a manner that takes into account the protection of the Conservation Values of the Protected Property. The Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the standards and specifications of the NRCS Electronic Field Office Technical Guide or comparable source. Grantor shall provide Grantee with a copy of the Conservation Plan [within one year of execution of this Grant] and with copies of any updates and/or revisions. Grantor and NRCS or other applicable organization, shall have the right to enter the Protected Property, with advance notice to Grantor, in order to monitor compliance with the Conservation Plan.

Activities related to Forestry Activities shall be subject to paragraph 4.3 related to Forestry Activities, provided hereafter. Structures related to Agricultural Activities are limited and governed by the Structures Limitations in paragraph 4.10.

4.3 Forestry Activities.

(a) In General. No Clear Cutting or prescriptive burning shall be permitted unless conducted in accordance with an approved Forest Management Plan, Farmland Restoration Plan (as defined in C.G.S sections 22-6c and 22-6d, as may be amended) or Conservation Plan. All Forestry Activities shall be consistent with then current Best Management Practices.

(b) Personal Use. Without permission of Grantee, Grantor may:

(i) Clear forested areas for conversion to agricultural purposes or conduct prescriptive burning, but only if done in accordance with the Conservation Plan or Farmland Restoration Plan; and

(ii) Cut timber to reasonably control insects and disease, to prevent personal injury and property damage, and for firewood, to maintain existing open areas on the Protected Property, and for construction material for use on the Protected Property, including construction of permitted buildings and fences on the Protected Property.

(c) Commercial Use. All commercial harvesting of timber and other wood products, timber stand improvements, and other forestry activities, including the marking of trees for harvest, as well as the construction, maintenance, removal and repair of access roads shall be conducted under the supervision of a Connecticut Certified Forester in conformance with a written Forest Management Plan, including any updates and/or revisions, [approved by Grantee,] which takes into account the protection of the Conservation Values of the Protected Property. This plan may be incorporated by reference in the Conservation Plan for the property, but such a Conservation Plan does not meet this requirement for a Forest Management Plan unless that section is prepared by a qualified Connecticut Certified Forester and consistent with the provisions of this paragraph.

[Optional: The objectives of the Forest Management Plan shall include:

- (i) Long term productivity and sustainability of the forest resource;
- (ii) Maintenance or improvement of the diversity and quality of the forest resource;
- (iii) Preservation of wetlands, water quality and riparian areas, by avoidance of erosion, siltation or other degradation of waters;
- (iv) Preservation of [Passive] Recreational Activities, and
- (v) Protection of wildlife habitat.]

4.4 Passive Recreational Activities. Grantor shall retain the right to conduct outdoor Passive Recreational Activities compatible with the Purpose of this Grant. For the purposes of this Grant, “Passive Recreational Activities” means low-impact, non-developed uses that do not involve structures or uses that threaten the soil resource, and are consistent with the Purpose, such as: exercise, sporting, and non-motorized recreational activities that are predominantly outdoor in nature, including but not necessarily limited to hunting, trapping, bird watching, biking with non-motorized bicycles, fishing, walking, hiking, running, cross-country skiing, snow shoeing, shooting, non-commercial camping, horseback riding, and similar activities. Passive Recreational Activities do not include operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized land-based recreational vehicles or construction or placement of any permanent or temporary playing field, course, or court for recreational

activities including, but not limited to, golf, tennis, soccer, football, hockey, baseball, and/or basketball, or shooting ranges.

[Grantor shall also retain the right for private, non-commercial recreational purposes, to reasonably use and operate motorized vehicles (specify any restrictions on type) on the Protected Property; provided however, that such use shall be limited in extent and location so as not to have a significant impact on soils or cause siltation and erosion of the Protected Property.]

4.5 Rural Enterprises. The right to operate Rural Enterprises within the Farmstead Building Area, and to construct and improve buildings for such use in accordance with the Structure Limitations, provided that the Rural Enterprise shall be incidental and subordinate to the primary use of the Protected Property for Agricultural, Forestry and residential purposes. For the purposes of this Grant, “Rural Enterprises” are defined as ancillary businesses or home occupations that support the financial viability of the use of the Protected Property for Agricultural Activities, including but not limited to, lawful home occupations, professional home offices, bed and breakfasts, events such as festivals and weddings, farm machinery repair, firewood sale and distribution, breweries and wineries #[insert applicable % crop grown on the premises], and educational programs. Trailer parks, golf courses, shooting and driving ranges and auto dealerships are expressly prohibited. Buildings and improvements relating to Rural Enterprises must be completely located within the Farmstead Building Area and be consistent with the Structures Limitations.

4.6 Operate Necessary Vehicles. As reasonably necessary in connection with permitted uses, activities, management, and protection of the Protected Property, the right to use and operate automobiles, light trucks, off-road vehicles, Forestry equipment, emergency and rescue vehicles, maintenance equipment, and other equipment. Notwithstanding the foregoing, the right to use all-terrain vehicles and other off-road vehicles shall not be construed to include their use by the general public or for general recreational purposes, as distinguished from oversight and management of the Protected Property or the reasonable exercise of activities permitted to Grantor on the Protected Property.

4.7 Trails and Farm Roads. The right to construct, relocate on site, repair, maintain, and use unpaved paths, trails, Farm Roads, and roadways, stone walls, bridges, culverts, gates and fences in furtherance of the activities permitted herein only, and the right to utilize motorized vehicles in performing such activities. However, the use of any on-site materials must be done in a manner that is limited in scope and impact consistent with protecting the Conservation Values of the Protected Property. All such paths, trails, and Farm Roads shall be constructed with permeable materials, including but not limited to sand, gravel, shell, rock, or crushed stone and subsurface synthetic stabilization materials and located to have as little disturbance as reasonably possible to prime and important soils. Impermeable surfaces may be used where necessary for erosion control. [All new surfaced roads and paths for vehicular use shall be subject to the Grantee’s Approval.] For the purposes of this Grant, “Farm Road” means a passable roadway, surfaced in accordance with the above limitations, suitable for farm and forestry equipment and uses reasonably related to the activities permitted to Grantor hereunder.

4.8 Use of Water Resources. The right to use, maintain, establish, construct, and improve water sources, watercourses, and water bodies within the Protected Property for

Agricultural Activities. In addition, Grantor may alter the natural flow of water over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the Agricultural or Forestry potential of the Protected Property, provided such alteration is consistent with the Purpose of this Grant and is carried out in accordance with law and the Conservation Plan or applicable Forest Management Plan. Grantor may conduct wetlands and watercourse habitat improvement or restoration, including Invasive Species control, as allowed by law and the applicable Conservation Plan or Forest Management Plan.

If such activity is aimed at increasing Aquaculture on the Protected Property and would have a substantial impact on farmland soils, such activity may only be conducted with prior Approval of the Grantee, in its sole discretion.

4.9 Erosion Control. The right to remove, place, or replace soil or ground material to control and reduce soil erosion, preserve man-made wetlands, restore or remove dams, and restore man-made ponds within the existing Footprint as depicted in the Baseline Report. Such modifications shall only be conducted as part of a Conservation Plan or Forest Management Plan in furtherance of Agricultural Activities and/or Forestry Activities.

4.10 Allowed Structures and Improvements (“Structure Limitations”). The right to construct, maintain, relocate, improve, and replace structures and farm buildings as provided hereafter:

(a) Fences and walls. Existing fences and stone walls may be removed, repaired and replaced and new fences and stone walls may be built on the Protected Property, for purposes of reasonable and customary management and protection of crops, livestock and wildlife, and for security of farm produce, livestock, equipment and improvements on the Protected Property, and to define boundaries, without Notice or Approval of the Grantee.

(b) Existing Permanent Agricultural Structures and Improvements. The existing agricultural structures and improvements may be repaired and replaced on their current Footprints at their current location within the area in the Farmstead Building Area without Notice or Approval of Grantee. Grantor shall request Approval of Grantee prior to enlarging existing structures inside the Farmstead Building Area, or if required by current zoning, municipal, environmental and health regulations, replacing existing agricultural structures in another location in the Farmstead Building Area.

Grantor shall submit a request for Approval of Grantee to construct any replacement Agricultural Structures outside of the Farmstead Building Area, or enlargement of existing agricultural structures outside the Farmstead Building Area. Grantee may give Approval for construction outside of the Farmstead Building Area in Grantee’s sole discretion. Such Approval shall not be unreasonably withheld.

(c) Temporary Agricultural Structures may be built on the Protected Property without prior Notice or Approval of Grantee. “Temporary Agricultural Structure” means a non-habitable structure, including without limitation pole sheds and run-in sheds, to be used for Agricultural Activities, constructed on vertical poles, posts, or concrete tubes, but without full footings, a foundation, or any facilities requiring a septic or other underground waste disposal system, and which only requires minor grading, but not excavation, of the land. Provided however, that prior Notice to Grantee is required if utilities (water, electric) to Temporary Agricultural Structures are

to be constructed or run underground outside of the Farmstead Building Area [, or if the structure to be constructed exceeds ___#___ sq. ft. in Footprint].

(d) New Permanent Agricultural Structures & Agricultural Improvements

(i) Within Farmstead Building Area. Subject to Grantee's Approval, new buildings and other structures and improvements to be used primarily for Agricultural or Forestry Activities and not to be used for human habitation may be built in the Farmstead Building Area.

(ii) Outside of Farmstead Building Area. Grantor shall submit a request for Approval to Grantee to construct any new building or other structure or improvement to be used primarily for Agricultural or Forestry Activities outside the Farmstead Building Area. Grantee may give Approval for such construction in Grantee's sole discretion... Such Approval shall not be unreasonably withheld.

(e) Existing Residential Dwelling. The existing Residential Dwelling may be repaired on its same Footprint without Notice or Approval of Grantee. The Grantor shall give Notice to Grantee prior to replacing the existing Residential Dwelling on its same Footprint. Subject to Grantee's Approval, the existing residential dwelling may be expanded to a maximum Footprint of [ex: [3,000]__#___ square feet or replaced, if required by current zoning and municipal and health regulations, at another location within the Farmstead Building Area. No new recreational structures such as in-ground pools, pool houses, or tennis courts may be built on the Protected Property. [No new residential dwellings may be built on the Protected Property.] The existing residential dwelling may have Accessory Structures as hereinafter defined. Accessory Structures shall be constructed only within the Farmstead Building Area. Driveways to permitted structures may be paved with impervious materials. "Accessory Structures" for existing residential dwellings means other buildings, structures, and improvements customarily incidental and subordinate to the principal building. Such buildings may include or contain separate guest and employee quarters, studios, workshops, solar panels, flagpoles, gazebos, generator sheds, improvements for fresh water supply, utilities, and communication, satellite dishes, septic waste disposal facilities, outbuildings, garages, and outdoor furniture and ornaments, all as allowed by law. All such Accessory Structures shall not exceed ___#___ [ex. 1,200] square feet in total Footprint.

(f) [Where there is no existing dwelling on Protected Property] New Residential Dwelling. With Approval of Grantee, Grantor may construct no more than one new (single-family) residential Dwelling Unit (as hereinafter defined) and Accessory Structures (as hereinafter defined) in the Farmstead Building Area and provide Access and utilities thereto. Said dwelling shall be located where indicated [on Exhibit B] [on the Plan], and Accessory Structures, as hereinafter defined, [shall be located no more than ___#___ [ex. 250] feet from said Dwelling Unit]. All improvements for such Dwelling Unit and its Accessory Structures, exclusive of access drives and utilities, shall be located [in the building envelope indicated on Exhibit B] [or] within the Farmstead Building Area. At the time Grantor makes use of the site location for the New Residential Dwelling, Grantor shall provide Grantee with a plan showing the location of the Dwelling Unit and Accessory Structures, Access and utilities, if known. Such plan shall also show all mitigating measures necessary to ensure that the construction activities

will not have an adverse impact on the Purpose of this Grant. No new Residential Dwelling may be constructed outside of the Farmstead Building Area. [This paragraph should be revised and the location specifically identified if a new residence is permitted to be built outside of the Farmstead Building Area.]

Definitions. The following definitions apply for purpose of this paragraph:

(i) “Dwelling Unit” means a structure or self-contained portion thereof designed as a single-family dwelling (including associated wells and septic systems). A Dwelling Unit may include household guest and employee quarters and a home occupation or professional offices for the occupant as allowed by law and may have Accessory Structures as hereinafter defined. The Dwelling Unit shall not exceed ____#____ [ex. 3,000] sq. feet in Footprint.

(ii) “Accessory Structures” for a new residential dwelling, means other buildings, structures, and improvements customarily incidental and subordinate to the principal building. Such buildings may include or contain separate guest and employee quarters, studios, workshops, solar panels, flagpoles, gazebos, generator sheds, improvements for fresh water supply, utilities, and communication, satellite dishes, septic waste disposal facilities, outbuildings, garages, and outdoor furniture and ornaments, all as allowed by law. All such Accessory Structures shall not exceed ____#____ [ex. 1,200] square feet in total Footprint.

(iii) “Access” means a private driveway, private road, or right-of-way as shown on the [Baseline Report/Plan] to the permitted Dwelling Unit and Accessory Structures within the Farmstead Building Area. Improvements for such Access which are located outside of the Farmstead Building Area shall be undertaken and maintained in a manner that creates the least possible disturbance to the Purpose of this Conservation Restriction, and in no event shall such improvements be greater than those imposed by governmental requirements.

(g) Farm Support Housing. All existing dwellings or structures used to house farm tenants and employees, as shown on the Baseline Report, may be repaired without Notice or Approval of Grantee, or replaced in their current location with prior Notice to Grantee. Such Farm Support Housing, subject to Grantee’s Approval, may be reasonably enlarged within the Farmstead Building Area [to no more than ____#____sq. feet in Footprint]. New Farm Support Housing may be constructed within the Farmstead Building Area [to no more than ____#____sq. feet with Approval of Grantee]. Grantor may request approval to enlarge such existing Farm Support Housing or create new Farm Support Housing in the Farmstead Building Area in excess of such limitation. Grantee may give Approval for such construction in Grantee’s sole discretion. Such Approval shall not be unreasonably withheld.

No Farm Support Housing may be created outside of the Farmstead Building Area. Farm Support Housing shall not be subdivided from the Protected Property under any circumstances.

(h) Utility Services and Septic System Within the Farmstead Building Area, wires, lines, pipes, cables, or other facilities providing electrical, gas, water, sewer, communications, satellite dishes, septic waste disposal facilities, solar panels, or other utility services necessary to serve the permitted uses and buildings permitted herein (“Utility Services”) may be installed, maintained, repaired, removed, relocated, or replaced, and Grantor may grant Utility Services easements over and under the Protected Property for such purposes without Approval of Grantee.

Unless it is economically unreasonable to do so, Utility Services shall be limited to the Farmstead Building Area and the existing driveway on the Protected Property. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, improved, or replaced and existing lines, sewers, and other utilities may be maintained, repaired, improved, replaced or expanded, within the Farmstead Building Area and existing driveway. All utilities and septic systems shall be located so as to minimize any impacts to the Conservation Values. Any Utility Services outside of the Farmstead Building Area shall be subject to prior Approval of Grantee.

(i) Rural Enterprises Improvements. Existing buildings and improvements within the Farmstead Building Area, including the existing residential dwelling, as of the date of this Grant, may be used for Rural Enterprises, as provided herein. Such buildings and improvements may be maintained and repaired within existing Footprints without Notice or Approval of Grantee. With prior Notice to Grantee, existing Rural Enterprises Improvements may be replaced on the same Footprint. Grantor may request Approval of Grantee for construction of new Rural Enterprises Improvements within the Farmstead Building Area or enlargement of existing Rural Enterprises Improvements within the Farmstead Building Area [so long as the total square footage of Footprint of all structures, improvements, and expansions used for Rural Enterprises does not exceed ___#___[ex. 1,000] square feet]. Signage shall be allowed consistent with local zoning requirements. [Bed and Breakfasts are limited to __#__ units.] Such Approval may be granted in Grantee's sole discretion.

(j) Ancillary Improvements. Provided such construction is in accordance with the Impervious Surface Limitation, in addition to the structures otherwise permitted, the Grantor may construct and place minor accessory structures on the Protected Property without Notice to Grantor limited to a cumulative Footprint of ___#___[ex. 1,000] square feet, including (i) roosting, watering, feeding, and nesting shelters for wildlife, (ii) benches, and tree houses, and (iii) identification or educational signs associated with farm marketing. Grantee may request Approval for construction or placement of such improvements in excess of the cumulative Footprint limitation. Such Approval may be granted in Grantee's sole discretion.

(k) [OPTIONAL] [Commercial Renewable Energy, Advertising and Communications. Subject to Grantee's Approval, new buildings and other structures and improvement for renewable energy and communications may be built on the Protected Property in the Farmstead Building Area. Grantee may grant Approval for construction any such renewable energy, advertising display or billboard, or communications structure outside the Farmstead Building Area, in Grantee's sole discretion.

5. AFFIRMATIVE RIGHTS OF GRANTEE. To accomplish the Purpose of this Grant, the following rights are conveyed to Grantee, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.

(a) The right to preserve and protect the Conservation Values of the Protected Property;

(b) The right to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Protected Property that is inconsistent with the Purpose of this Grant and to require Grantor or third persons to

restore such areas or features of the Protected Property that may be damaged by any inconsistent activity or use in violation of this Grant to a condition substantially similar to that which existed prior to such violation, including the removal of offending structures, improvements or vegetation; and

(c) The right to enforce this Grant in the case of violation of its terms by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal and equitable proceedings, as set forth hereafter.

5.1. Right of Entry. Grantee shall have the right to enter upon the Protected Property at reasonable times and upon reasonable notice for the purpose of: (a) monitoring the Protected Property and inspecting for compliance with the terms of this Grant; (b) documenting Grantor's compliance with this Grant and the condition of the Protected Property through photographs and other forms of visual media; (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 document, remedy or abate violations hereof; and (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.

5.2 Right of Action. In the event that Grantee becomes aware of a violation of the terms of this Grant, Grantee shall give written notice, together with a description of the violation, to Grantor and request corrective action sufficient to abate such violation and restore the Protected Property to a condition substantially similar to that which existed prior thereto. Failure by Grantor to: (a) discontinue or cure such violation within the time period reasonably specified in such notice; (b) promptly begin good faith efforts to discontinue, abate, or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (c) initiate and continue such other corrective action as may be reasonably requested by Grantee, shall entitle Grantee to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant seeking to:

- i. Require the restoration of the Protected Property to a condition substantially similar to that which existed prior thereto, including the removal of offending structures;
- ii. Enjoin any noncompliance by temporary or permanent injunction without the need for demonstrating irreparable harm or injury to the interests of the Grantee, it being agreed that Grantee will have no adequate remedy at law;
- iii. Recover any damages arising from such violation or noncompliance, including damages for the loss of the Conservation Values protected by this Grant;
- iv. Statutory damages; and
- v. Costs.

Such damages, when recovered, may be applied by the Grantee in its sole discretion, to corrective action on the Protected Property.

5.3 Emergency Enforcement. Notwithstanding the foregoing, if Grantee, reasonably and in good faith, 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, including an action to enjoin the violation, *ex parte* if necessary, through temporary or

permanent injunction, without prior notice to Grantor or without waiting or the period for cure to expire. Grantee shall provide Grantor with such notice as is reasonably possible under the circumstances, of all actions undertaken or to be undertaken pursuant to this paragraph.

5.4 Forbearance Not a Waiver. Any forbearance by Grantee to exercise its rights under this Grant or its rights arising from breach of any term hereof shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Grant or of any of Grantee's rights hereunder. No failure, delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Grantee hereby waives any defense of laches, prescription or estoppel.

5.5 Acts Beyond Grantor's Control. Nothing in this Grant shall require Grantor to take any action to restore the condition of the Protected Property after any natural disaster or other event over which Grantor had no control or shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the condition of the Protected Property resulting from causes beyond Grantor's control, including, without limitation, acts of God, force majeure, acts of government authorities (including but not limited to local fire districts), acts of trespassers or the unauthorized wrongful acts of third persons entering the Protected Property without Grantor's knowledge or consent, fire, flood, storm, or earth movement, natural disease, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to the Protected Property resulting from such causes. Notwithstanding the foregoing, nothing contained herein shall limit or preclude Grantor's and Grantee's rights to pursue any third party for damage to the Protected Property from vandalism, trespass, or any other violation of the terms of this Grant.

5.6 Costs. Recognizing that Grantee is a charitable organization with limited resources and has a duty to protect the property and property rights it holds in the public interest, Grantor agrees to reimburse Grantee for all reasonable costs incurred by Grantee in enforcing this Grant or in taking reasonable measures to remedy or abate any violation hereof by Grantor, including without limitation the costs of suit and reasonable expert and attorneys' fees; provided that a violation of this Grant is acknowledged by Grantor or determined to have occurred by an arbitrator or court of competent jurisdiction, as the case may be. Grantee agrees to reimburse Grantor for all costs of suit, including reasonable attorneys' fees, incurred by Grantor in defense of any claim or action brought by Grantee in connection with any alleged violation hereof by Grantor, provided that Grantee acknowledges in writing that such claim or action was without merit or if an arbitrator or court of competent jurisdiction, as the case may be, affirmatively determines that Grantee was acting unreasonably or frivolously in initiating a legal action to enforce this Grant.

6. IMPERVIOUS SURFACE LIMITATION. The total Impervious Surface permitted on the Protected Property, including the Farmstead Building Area, shall not exceed # [square feet] [acres] or # % of the Protected Property. For the purposes of this Grant, "Impervious Surface" shall be defined as a hard surface area that either prevents or retards the entry of water into the soil mantel at a rate lower than that present under natural conditions prior to development. Impervious Surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots, concrete, or asphalt paving, greenhouses, solar panels or other surfaces

which similarly impede the natural infiltration of surface and storm water runoff. With prior Approval of Grantee, conservation practices listed in the NRCS Electronic Field Office Technical Guide may be exempt from the Impervious Surface limitation. Impervious surfaces may include hoop houses, depending on the type of construction, in Grantee's sole discretion.

[Grantor must notify Grantee of any construction or activity that increases Impervious Surface coverage by ___sq. or more, whether or not approval is required for that construction or activity.]

7. ONGOING RESPONSIBILITIES OF GRANTOR AND GRANTEE. Other than as specified in this Grant, this Grant is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Protected Property.

7.1 Taxes. Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on the Protected Property in order to protect its interests, Grantor will reimburse Grantee for the same. Such payment shall constitute a lien on the Protected Property of the same priority as the item would have become if not paid.

7.2 Upkeep and Maintenance. Grantor shall be solely responsible for the upkeep and maintenance of the Protected Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Protected Property. Grantee shall be liable for Grantee's monitoring activities that do not constitute corrective action. If Grantee discovers that corrective action is necessary, Grantor shall be responsible for all costs associated with such corrective action as provided herein.

7.3 Affirmative Farming Covenant. Grantor and Grantee intend that the Protected Property shall be actively used for commercial Agricultural Activities in perpetuity; however Grantor and Grantee recognize that unforeseen events may necessitate that the Protected Property, or a portion thereof, be taken out of such use temporarily or that Grantor may, for whatever reason, wish to cease conducting commercial Agricultural Activity on the Protected Property for a period longer than one (1) year. Grantor shall notify Grantee within (i) thirty (30) days of the decision to cease to conduct commercial Agricultural Activities on the Protected Property or a portion thereof, for a period longer than one (1) year; or (ii) within fifteen (15) days of the date that is one (1) year from the date of last conducting commercial Agricultural Activities on the Protected Property, or portion thereof.

During the period of cessation of Agricultural Activities, Grantor agrees to keep the Protected Property open and available for Agricultural Activities consistent with the Conservation Plan and its open condition at cessation of Agricultural Activities. If Grantor fails to resume active commercial Agricultural Activities within one (1) year after last conducting Agricultural Activities on the Protected Property, regardless of whether a cessation notice is given, and fails to maintain the property in its open and agricultural condition during such time by cutting the open areas at least once per year, Grantee shall have the right, but not the obligation, to enter on the Property to cut, mow or hay the fields and open areas as reasonably necessary to preserve their availability for agricultural use and to control invasive species, and to retain the proceeds therefrom, if any. Grantee shall have the

right to obtain reimbursement from Grantor for the costs associated with the implementation of such maintenance to keep the Protected Property open and available for Agricultural use.

7.4 Comply with Law. Nothing in this Grant relieves Grantor of any obligation with respect to the Protected Property or easement on the use of the Protected Property imposed by law, including the obligations and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Grantor's retained rights and uses of the Protected Property even if consistent with the Purpose of this Grant.

By its acceptance of this Grant, Grantee does not undertake any liability of obligation relating to the Protected Property, including without limitation any responsibility for compliance with Hazardous Materials or other Environmental Laws and regulations.

7.5 Insurance. Grantor shall keep the Protected Property insured with comprehensive general liability insurance against claims for personal injury, death, and property damage and provide evidence of such insurance to Grantee promptly upon request.

8. BASELINE REPORT. The Conservation Values of the Protected Property and its current use and state of improvement are described in a report ("Baseline Report"), including maps, photographs, and other documentation prepared by or on behalf of Grantee and certified by the Grantor and incorporated by this reference. Grantor and Grantee shall maintain copies of the Baseline Report. The Baseline Report may be used by Grantee to establish that a change in the use or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee or Grantor of other evidence to establish the condition of the Protected Property as of the date of this Grant. If after the date of this Grant, the Grantee wishes to supplement the Baseline Report, the Grantee may do so and the Grantor may certify the report as amended.

9. NOTICE, PERMISSION AND APPROVAL OF GRANTEE

9.1 Notice and Requests for Approval. Any use or activity requiring Notice to or Approval of the Grantee shall be subject to the terms and conditions of the applicable paragraphs under which such notice is required or approval is requested and the terms and conditions of this paragraph. If Notice to Grantee is required, but not Approval, Grantor shall notify Grantee in writing at least sixty (60) days prior to the date Grantor intends to undertake the activity in question. The Notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to determine whether such activity is in conformity with the Impervious Surface Limitation, consistent with the terms and Purpose of this Grant and in conformity with the applicable paragraph(s) under which such right is reserved or approval granted. If Approval is required, such Approval shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Failure to request required Approval prior to commencing an activity shall constitute a material breach of this Grant. Where municipal regulatory approval is required, the Grantor will submit the site and/or plot plan of any new construction to the Grantee prior to submitting such documents for regulatory approval(s).

Grantee shall evaluate Grantor's requests for Approval in accordance with its fiduciary duty as a charitable organization under Connecticut law and the Code. Grantee shall only grant Approval to Grantor where Grantee, acting in Grantee's reasonable discretion and in good faith, unless a different standard is specifically provided for in the paragraph under which such

Approval is requested, determines that the proposed action is not inconsistent with the Purpose of this Grant, is consistent with applicable Best Management Practices and consistent with the Impervious Surface Limitation. In the event Grantee withholds Approval, it shall notify Grantor in writing with reasonable specificity of its reasons for withholding Approval, including a denial because of a need for additional information, and the conditions, if any are known to Grantee, on which Approval would otherwise be given. Grantee may impose such conditions on Approvals as are reasonably required to protect the Conservation Values of the Protected Property consistent with the Purpose of this Grant, including that Grantor provide reasonable prior notice of the commencement of any activity approved under this paragraph.

Where Grantee's Approval is required, Grantee shall approve or withhold its approval in writing within one hundred twenty (120) days of receipt of Grantor's written request. Grantee may establish reasonable conditions for the conduct of activities approved under this provision. The failure of Grantee to respond in writing within such one hundred twenty (120) days shall be deemed to constitute approval by Grantee of the request as submitted if (i) the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time, and (ii) the requested activity is not specifically prohibited by nor inconsistent with the limitations on such activities in this Restriction.

9.2 Discretionary Consent. Recognizing that Agricultural and Forestry Best Management Practices, agricultural markets and technologies, climate and the ecological state of the region, and scientific knowledge will change over time, Grantee's consent for activities otherwise restricted or prohibited, may be given if Grantee determines, in its sole and absolute discretion, that due to: (i) disease, pests, fire, storm or natural disaster, (ii) changes in scientific knowledge, technology, or best agricultural or forestry land management practices, (iii) the existence of threatened or endangered species on or abutting the Protected Property; (iv) changes in climate affecting the ecological condition of the surrounding area or ecological system; or (v) other unforeseen circumstances, such activities further and are consistent with the Purpose of this Grant. In addition, Grantee may, at its sole and absolute discretion, grant approval for activities that have not been foreseen or contemplated by the parties that further and are consistent with the Purpose of this Grant. Such consent may be (i) revocable at the Grantee's discretion and (ii) limited in duration. Grantee shall have no right or power to approve any proposed activity that would result in the termination of this Grant, be inconsistent with the Purpose of this Grant or allow additional development rights, other than development rights that are reasonably required for Agricultural, Forestry Activities, environmental enhancement or related education, to accrue to the benefit of the Protected Property. All requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activities with the Purpose of this Grant. Grantee shall not be liable for any failure to grant permission or approval to Grantor under this paragraph.

10. PUBLIC ACCESS. Nothing contained in this Grant shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof. [or insert specific access rights]

11. ASSIGNMENT. The parties hereto recognize and agree that the benefits of this Grant are in gross and assignable. Grantee shall have the right to transfer this Grant and any related or dedicated endowment to any private nonprofit organization or public agency that, at the time of transfer, is a "qualified organization" under Section 170(h)(3) of the Code (or any successor section) and the

regulations promulgated thereunder, and is authorized under Sections 47-42a through 47-42c of the Connecticut General Statutes to hold conservation restrictions. The Grantee 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. Notice of transfer shall be provided to the Grantor or to Grantor's legal representative, heirs, successors and assigns and recorded upon the land records of the town within which the Protected Property is located.

12. TRANSFER OF PROPERTY. The Grantor agrees that the terms, conditions, restrictions and purposes of this Grant will either be incorporated by reference or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests himself/herself of any interest in all or part of the Protected Property. Failure of the Grantor to incorporate such terms shall not affect the enforceability of this Grant. Grantor shall notify Grantee in writing at least thirty (30) days, before conveying the Protected Property or an interest therein, other than a mortgage, to any third party.

13. AMENDMENT. If circumstances arise under which an amendment to or modification of this Grant would be appropriate, Grantor and Grantee may, by mutual written agreement, jointly amend this Grant; provided that no amendment shall be made that will adversely affect the status of Grantee under any applicable laws, or the adherence to the charitable purpose of this Grant as evidenced by and set forth in the Purpose and enforceable as a charitable use under Title 47, Section 2 and Sections 42a - 42d of the Connecticut General Statutes. Any such amendment shall be consistent with the Purpose of this Grant [and shall not grant additional development rights, other than development rights that are reasonably required for Agricultural or Forestry Activities, habitat enhancement or related education, to accrue to the benefit of the Protected Property]. Any such amendment shall be executed by Grantee or by Grantee's successor in title to the benefits of this Grant and by the record owner or owners of the portion or portions of the Protected Property to which the amendment applies and shall be filed on the appropriate public land records. Nothing in this paragraph shall require Grantor or Grantee, at each of their sole and absolute discretion, to agree to any amendment or to consult or negotiate regarding any amendment.

14. EXTINGUISHMENT AND CONDEMNATION.

14.1 Percentage Interests. This Grant gives rise to a real property right, immediately vested in the Grantee. The measure of the fair market value of this Grant for the purpose of calculating relative compensation in the event of condemnation or extinguishment is the fair market value of the entire Protected Property including both the Grant and the underlying fee retained by the Grantor, less the fair market value of the retained underlying fee only, as of the time of this conveyance. The relative percentage of value that the Grant and the underlying fee each bear to the value of the entire Protected Property ("Percentage Interests") are to remain constant over time.

14.2 Grantee's Use of Proceeds. All such proceeds received by Grantee upon extinguishment and/or condemnation of the Protected Property shall be used by Grantee in a manner consistent with the conservation purposes of this Grant. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment.

14.3 Extinguishment. If a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, the easements contained herein can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or of any other property received in connection with an exchange or involuntary conversion of the Protected Property), exchange, or involuntary conversion after such termination or extinguishment, and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale in accordance with their respective Percentage Interests in the fair market value of the Protected Property, adjusted, if necessary to reflect a partial termination or extinguishment of this Grant and minus any amount attributable to the value of improvements made by Grantor after the effective date of this Grant, which amount is reserved to Grantor.

14.4 Condemnation. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority, or is otherwise to be acquired by such authority through a purchase in lieu of taking so as to abrogate the easements imposed by this Grant (hereinafter referred to as a "Taking"), the Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Protected Property subject to the Taking and all incidental or direct damages resulting from the Taking.

In furtherance thereof, if all or any part of or interest in the Protected Property becomes subject to a Taking, and the restrictions on the use of the Protected Property set forth in this Grant are terminated by such proceeding, all such rights shall remain the legal interest of and shall accrue to Grantee for the purpose of (i) allowing Grantee to obtain all economic benefits deriving from a Taking of such interests, and (ii) enforcing this Conservation Restriction over any areas or interests of the Protected Property not affected by such action. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds.

15. RE-RECORDING. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Grant; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on their behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

16. INTERPRETATION. This Grant shall be interpreted under the laws of the State of Connecticut and the United States. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed to affect the Purpose of this Grant. If any provision in this Grant is found to be ambiguous, an interpretation consistent with the Purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid. Any reference to a specific paragraph or subparagraph shall be interpreted to include all paragraphs, subparagraphs or subparts there under. The captions herein have been inserted solely for convenience of reference and are not a part of this Grant document and shall have no effect upon construction or interpretation. This instrument and the Exhibits attached hereto set forth the entire agreement of the parties with respect to the Grant and supersede all prior discussions, negotiations, understandings, or agreements relating to the Grant, all of which are merged herein.

17. SUCCESSORS/CO-HOLDERS. Every provision of this Grant that applies to Grantor or Grantee shall be binding on and inure to the benefit of the parties and their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

18. SEVERABILITY. Invalidity of any of the covenants, terms or conditions of this Grant, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

19. GIVING OF NOTICES. Any notices required in this Grant shall be sent by registered or certified mail return receipt requested, served personally, or sent by receipted delivery service or acknowledged facsimile or electronic transmission, to the following address or such address as may hereafter be specified by notice in writing:

To Grantor:

To Grantee:

20. GRANTOR'S TITLE WARRANTY. Grantor warrants that they have good and sufficient title to the Protected Property, free from all encumbrances, [other than those listed in Exhibit A attached hereto,] and those of record that have been approved by Grantee, and hereby promises to defend the Protected Property against all claims that may be made against it. All holders of liens of other encumbrances arising from borrowing have subordinated their interests in the Protected Property to this Grant.

21. GRANTOR'S ENVIRONMENTAL WARRANTY. Grantor warrants that Grantor has no actual knowledge of 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 Laws relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release on, at, beneath or from the Protected Property of Hazardous Materials.

Moreover Grantor hereby promises to hold harmless and indemnify the Grantee 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 Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property.

For the purpose of this Grant, "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. "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 hazard to human health or the environment.

22. NO EXTINGUISHMENT THROUGH MERGER. Grantor and Grantee herein agree that should the Grantee come to own all or a portion of the fee interest in the Protected Property, (i) the Grantee as successor in title to Grantor shall observe and be bound by the charitable conservation purpose imposed upon the Protected Property by this Grant, and (ii) this Grant shall not be extinguished through the doctrine of merger, in whole or in part.

23. INDEMNIFICATION. Grantor and Grantee acknowledge and agree that Grantor retains primary ownership of the Property and therefore Grantor controls day-to-day activities on, and access to, the Protected Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of this Grant. Grantor therefore agrees that general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's continued ownership, use, and control of the Protected Property shall remain with Grantor as a normal and customary incident of the right of Property ownership. Grantor shall hold harmless, indemnify and defend the Grantee, its members, directors, officers, employees and agents and the heirs, personal representatives, successors and assigns of each of them, against all losses and litigation expenses, including reasonable attorney's fees, arising out of or relating to: (a) any breach or violation of this Grant or Applicable Law; and (b) damage to property or personal injury (including death) occurring on or about the Protected Property if and to the extent not caused by the negligent or wrongful act or omission of an indemnified party described herein.

24. NO TAX ADVICE [AND ACKNOWLEDGMENT OF DONATION.] Each party hereto acknowledges and agrees that it has not received and is not relying upon tax or other advice from any other party herein, and that it has and will continue to consult its own advisors. Grantee makes no representation or warranty whatsoever regarding the tax treatment to Grantor of this Grant.

[Except for such monetary consideration, if any, specifically set forth in the Recitals, Grantee acknowledges that no goods or services were received in consideration of this Grant.]

25. COUNTERPARTS. This Grant may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

26. OPTION AND RIGHT TO PURCHASE [OPTIONAL]

Grantee shall have an option to purchase the Protected Property at its agricultural value in accordance with terms and provisions of this paragraph “Option”). This Option is an integral part of this Grant and constitutes a restriction and a right and interest in real property that runs with the land. This Option shall be perpetual in duration and is given on the following terms and conditions.

1. Option Trigger; Exceptions. Grantor shall not sell, transfer or convey the Protected Property, in whole or in part, without first offering the Protected Property for sale to Grantee pursuant as provided herein, however, the following described transactions shall not trigger Grantee’s rights under this Option:

- a. Any mortgage, pledge, or other assignment of the Protected Property to a lender as security for indebtedness, provided the Grantee’s interest under this Option is treated as an interest in real estate such that in the event of foreclosure Grantee is deemed a necessary party defendant in such foreclosure case and has the right to redeem the Protected Property from the foreclosure action; and
- b. Any conveyance by the Grantor to Grantor’s family [define], by gift, inheritance, sale or other transfer; and
- c. Any conveyance of the Protected Property to a person who presently earns at least one-half of his or her annual gross income from the “business of farming,” as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection with the farming operations of the Protected Property, will continue to earn at least one-half of his or her annual gross income from the business of farming (“a Qualified Farmer”); and
- d. Any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Grantee, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the Protected Property following exercise of this Option.

This Option shall apply to all other sales and conveyances of the Protected Property, including any sale or conveyance of any interest in the Protected Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other holding entity.

2. Notice of Intent to Sell. Whenever Grantor receives an offer from a person or persons (“Buyer”) to purchase or lease for a term in excess of fifteen (15) years, including renewal rights, all or any part of the Protected Property including an offer involving property other than the Protected Property (“the Offer”), and Grantor accepts the Offer subject to this Option, Grantor shall deliver to Grantee a Notice of Intent to Sell as provided herein, which shall include:

- a. A complete duplicate of the Offer, together with such other instruments as may be required to show the bona fides of the Offer; and
- b. A written description of the Buyer's training and experience as an agricultural producer and an agricultural business plan for the Protected Property, including a description of the agricultural activities to be conducted or facilitated by Buyer, proposed improvements to the Protected Property, and a statement of anticipated agricultural income and expenses for three-year period following Buyer's acquisition of the Protected Property or, if Buyer has no such training and experience or intention of operating an agricultural business on the Protected Property, a written statement to that effect; and
- c. If the Buyer is purported to be a Qualified Farmer or family member, the documents necessary to establish the Buyer as such, including the Buyer's most recent federal income tax filing, if applicable; and
- d. The Grantor's current mailing address.

Information delivered to Grantee pursuant to this clause shall remain confidential and shall not be released to any person or entity not a party to this Grant, without the prior approval of Grantor.

3. Exercise of Option. This Option may be exercised by Grantee as follows.

- a. A Grantee shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice to Sell described herein; failure by a Grantee to provide such notice shall constitute a waiver of its rights under this Option; and
- b. Thereafter, Grantor and Grantee shall fix the purchase price for the Protected Property by establishing a Price Agreement in the manner described hereafter.
- c. Grantee shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Grantor's and Grantee's establishment of the Price Agreement.
- d. After giving Notice of Intent to Purchase, the Grantee shall have (__#__) days to close on the Protected Property. Closing shall be subject to Grantee obtaining financing for the purchase and satisfactory investigation and inspection of the Protected Property. If such financing is not obtained by (__#__) or investigation or inspection of the Protected Property is not satisfactory, Grantee may rescind its Notice of Intent to Purchase and will have no further obligation to purchase the Protected Property. [ADD OR ATTACH STANDARD PURCHASE AND SALE AGREEMENT TERMS]

4. Purchase Price. The Purchase Price shall be determined by mutual agreement of Grantor and Grantee; provided that if no such agreement can be reached, the purchase price of the land only shall be the greater of:

a-1. \$ _____ # _____ plus an inflation adjustment determined by multiplying the foregoing value by 1(one) plus the fractional increase calculated from the date hereof in the Consumer Price Index for all Urban Consumers, Northeast, All Items published by the Bureau of Labor Statistics, U.S. Department of Labor, or a successor index published by the United States government to the date of Offer; or

a-2. The full fair market value of all Protected Property land subject to the Offer (including the site of any structures) assuming its highest and best use in commercial agricultural production commonly occurring within the market area where the Protected Property is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by the Grant.

Should Grantor and Grantee be unable to mutually agree on a disinterested appraiser, then Grantor shall obtain an appraisal at its own expense. Grantee shall have the right to disagree with the appraisal and obtain its own appraisal at Grantee's expense. If the two appraisals disagree, then the two appraisers shall choose a third appraiser to prepare a third appraisal, the expense of which shall be equally share by the parties, which third appraisal shall set the Fair Market Value. Failure of either party to cooperate in the above process shall constitute acceptance of the other party's appraised value.

With respect to any agricultural, forestry or minor incidental structures and improvements in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

b. The value of all such structures and improvements on the Protected Property as of the date of the Offer excluding all land (which is included in the valuation above). The value of the structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approve disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee.

[DRAFTER NOTE: Delete this section if there is no house or house right on the Protected Property.]

With respect to any residence(s) in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

c. The value of the residence and its appurtenant structures and improvements as of the date of the Offer excluding the value of the land upon which these structures sit (which is included in the valuation above). The value of the residence and appurtenant structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually

approved disinterested appraiser selected by Grantor and Grantee, with the expense of such appraisal divided equally between Grantor and Grantee.

Grantor and Grantee shall establish the Purchase Price by either entering into a written agreement fixing the Purchase Price as provided herein, within ten working days of reaching mutual agreement or, if no such agreement is reached, the Purchase Price shall be based upon the appraised values which shall be the Purchase Price unless another Purchase Price is mutually agreed upon in writing by the parties within ten working days after the last party's receipt of the appraisals. The passage of said ten working days shall constitute the effective date of establishing the Purchase Price ("Price Agreement").

27. ACCEPTANCE

As attested by the signature of its authorized officer affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Grant.

TO HAVE AND TO HOLD this Grant of Agricultural Conservation Restriction unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, have hereunto set their hands on the date first above written.

Exhibit A (The Property) Attached
Exhibit B (copy of Plan) Attached [Mylar should also be recorded separately in the town land records]

Witnesses:

GRANTOR

Name:

Name:

STATE OF CONNECTICUT:

:
:

SS. at Town of

DATE

COUNTY OF

Personally appeared _____ signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Accepted and Agreed:

Witnesses:

GRANTEE

Name:

by: _____

Name:

Duly authorized

STATE OF CONNECTICUT:

COUNTY OF

:
:

ss. Town of _____

DATE

Personally appeared _____, [capacity] _____ of _____
[Grantee] _____ signer of the foregoing instrument, and
acknowledged the same to be his free act and deed as such ___ [capacity] _____ and
the free act and deed of said Corporation, before me.

Commissioner of the Superior Court
Notary Public
My commission expires: