

CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

of

in the City of _____, County of _____

and State of _____ (hereinafter referred to as the "Owner"),

in consideration of One Dollar (\$1.00) and other good and valuable consideration received to their full satisfaction of the CITY OF STAMFORD, a Municipality organized and existing under the laws of the State of Connecticut (hereinafter referred to as the "City") and the ENVIRONMENTAL PROTECTION BOARD OF THE CITY OF STAMFORD (hereinafter referred to as the "EPB") do hereby grant unto the said City and the said EPB, their successors and assigns, the perpetual right and easement, as a "Conservation Easement", to preserve the natural state thereof and to conserve and protect water and soil, bird and plant populations, on, over, under and across all those certain pieces, parcels, and tracts of land more specifically delineated as the "Conservation Areas" on the map hereinafter referred to; and

WHEREAS, the Owner represents to the City and the EPB that it is presently the Owner in fee simple of certain premises (hereinafter referred to as the "Property") shown and designated on a certain map entitled,

which map is on file in the Office of the Town Clerk of the City of Stamford bearing Map No. _____ ;

WHEREAS, certain areas on said map are designated as "Conservation Areas".

BY THE DELIVERY AND ACCEPTANCE OF THIS GRANT the parties agree as between themselves, their heirs, successors and assigns, that said parties shall do or refrain from doing on or within the Property the acts hereinafter set forth:

1.) That no structures of any kind, including without limitation fences, sewage disposal systems, wells, and watering systems, shall be placed or erected upon or within the Conservation Areas until application therefor (with plans and specifications of such structures, together with a statement of the purpose for which such structures will be used) has been filed with, and prior written approval obtained from, the EPB or its successor agencies.

2.) That no advertising of any kind or nature shall be located on or within the Conservation Areas without the prior written approval of the EPB.

3.) That all new plantings within the Conservation Areas shall be confined to native plants characteristic of the region, together with flowers, berries, vegetables, and fruit trees that are consistent with the indigenous character of the existing vegetation.

4.) That the general topography or the landscape of the Conservation Areas shall be maintained in its present condition (subject to the construction activities permitted in accordance with EPB Permit No.), and no topographic changes shall be made without the prior written approval of the EPB. Topographic changes shall include, without limitation, filling, excavating, removing topsoil, removing sand and gravel, removing rocks or minerals, building roads, or altering natural or existing watercourses or drainage.

5.) That no use of the Conservation Areas that, in the opinion and judgement of the EPB, will or does materially alter the landscape or other attractive scenic features of said areas shall be done or suffered without the prior written approval of the EPB.

6.) That no ashes, trash, sawdust, or any unsightly or offensive material shall be dumped within or placed in or upon the Conservation Areas.

7.) That no trees or shrubs shall be cut, removed, or destroyed within the Conservation Areas without the prior written approval of the EPB. Killing wildlife, use of plant and insect poisons, grazing of animals, draining wetlands and burning marshlands shall not be permitted within said areas without the prior written approval of the EPB.

8.) The Owner shall perform any work that the EPB may deem appropriate to carry out the purposes of this Easement. Prior to the performance of any work that the EPB may deem appropriate to carry out the purposes of this Easement, the EPB shall issue written notification to the Owner or its successors or assigns as to the nature and scope of such work and give the Owner thirty (30) days to commence performance on its own.

9.) The Owner grants to the EPB, the City, its agents and employees, the right to enter the Property at all reasonable times for the limited purpose of inspecting the Conservation Areas, and performing such work therein, consistent with the Provisions hereof, as the City or the EPB deems appropriate.

10.) If after an inspection made pursuant to this Easement, the City or the EPB determines that the Owner has failed to comply with any terms of this Easement, then the City or the EPB shall give written notice of said failure to the Owner at such address as may from time to time be provided to the EPB. The Owner shall have thirty (30) days from the receipt of such notice to cure said failure.

11.) If the Owner does not cure said failure within such thirty-day period (or, in the case of failures that cannot practicably be cured within such thirty-day period, if the Owner does not commence to cure said failures within such thirty-day period, and thereafter diligently pursue such cure) then the City or the EPB may proceed to cure the same and charge the actual costs thereof to the Owner, which costs the Owner agrees to pay within thirty (30) days after receiving notice of such costs from the City or the EPB.

12.) The Owner shall reimburse the City and/or the EPB for legal fees and court costs if it becomes necessary for the City and/or the EPB to seek to collect any sums or to enforce any of the provisions of this Easement.

13.) If the EPB deems it appropriate to perform any work within the Conservation Areas in furtherance of the purposes of this Easement, which work is not mandatory under the terms of this Easement, it may do so at no cost to the Owner, provided that it has afforded the Owner not less than thirty (30) days prior written notice of its intention to do so. The Owner may elect to perform such proposed work itself, at its expense, in which event the EPB shall not perform such work.

14.) The rights and obligations established under this Easement shall in no way grant to the general public the right to enter the Conservation Areas for any purpose.

15.) The Owner hereby agrees and represents that this Easement shall be recorded on the Stamford Land Records at the Owner's expense, prior to any transfer of title (whether in whole or in part) or of any interest therein.

16.) The Owner agrees not to contest the validity of this instrument.

17.) The Owner agrees that nothing herein shall be construed to be a limitation upon the rights of the City and/or the EPB to assert and enforce any rights it may have under federal, state, or city statute, ordinance, or regulation.

18.) The Owner, for itself, its successors and assigns, represents and covenants that it is well seized of the Property containing the Conservation Areas as a good and indefeasible estate in fee simple, and it has good right to enter into this Easement in the manner and form as is above written, and that the same is free from all encumbrances whatsoever, and it will obtain, at its sole cost and expense, any documents necessary to effectuate the terms and provisions of this Easement. This representation and all other representations made by the Owner herein are material representations upon which the City and the EPB are relying upon with regard to this Easement and this Conservation Easement constitutes a material element in the issuance of EPB Permit No. . The Owner does, by these presents, bind itself, its successors and assigns forever to WARRANT AND DEFEND the above-granted and bargained easement to the City and the EPB, its successors, and assigns, against all claims and demands whatsoever.

