

DECLARATION OF CONSERVATION EASEMENT

The Town of Ridgefield, Connecticut, a municipal corporation located in Fairfield County, Connecticut, the Declarant, acting herein by its First Selectman, Rudy Marconi, does hereby declare a Conservation Easement (“Easement”) in perpetuity over the property more particularly listed herein. Said property is to be managed under the jurisdiction of the Ridgefield Conservation Commission.

WITNESSETH

WHEREAS, the Declarant is the sole owner of certain real property (“Property”) in the Town of Ridgefield, County of Fairfield and State of Connecticut, more particularly listed and described herein as set forth below (and in Schedule A, attached hereto); and

WHEREAS, the property possesses natural areas of importance to the people of the Town of Ridgefield; and

WHEREAS, this Declarant has as its primary purpose the conservation of the Property, for the purposes set forth herein.

NOW THEREFORE, the Declarant, for the above stated purposes does declare in perpetuity over the parcels listed hereinbelow a Conservation Easement as hereinafter set forth:

1. **Purpose.** It is the purpose of this Easement to assure that the habituated areas, vegetation, and stone walls within the Easement be retained forever predominantly in their natural condition; and to prevent any use of the Easement that will significantly impair or interfere with the conservation values or interest of the Easement described above; the Declarant intends that this Easement shall have the qualities of a conservation restriction as defined in Section 47-42a through 47-42c of the Connecticut General Statutes, except as modified herein.

2. **Prohibitions.** Any activity on or use of the Easement inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a) All activities and uses prohibited by Section 262-12 (Trespass on open space and easements) of the *Open Space Use Ordinance of Ridgefield*.

NOTWITHSTANDING THE FOREGOING, HOWEVER, the Grantor, Town of Ridgefield, and parties to whom drainage and utility easements have been granted over and through the Easement Areas shall have the right to drain and the right to maintain, repair and replace any and all drainage and utility facilities that have been constructed within the Easement Areas. Such right shall include the right to cut trees and to remove native shrubs or plants in order to perform such maintenance, repair and replacement.

2. **Declarant Rights.** The Declarant hereby reserves the following rights:

- a) The right to cut and remove diseased or damaged trees, shrubs, or plants.
- b) The right to repair erosion and other damage caused to the easement area and trees, shrubs and other vegetation within the easement by natural causes.
- c) The right of the Declarant to construct, maintain, repair and replace recreational facilities on the parcels of land shown on the Property.
- d) The right to preserve and protect the conservation values of the Easement area.
- e) Notwithstanding the restrictions cited above, the Grantor reserves, to itself and its successors and assigns, the right to utilize the subject premises for the purpose of calculating building, or other coverage, attributable to the present High School property.

3. Emergency Enforcement. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this paragraph.

4. Failure to Act or Delay. The Declarant does not waive or forfeit the right to take action as may be necessary to ensure compliance with this Easement by any prior failure to act and to enforce any restriction or exercise any rights under this Easement.

5. Invalidity. Any general rule of construction to the contrary notwithstanding this Easement shall be liberally constructed in favor of the Declarant to effectuate the purpose of this Conservation Easement. If any provision in this instrument is deemed to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render said provision valid shall be favored over any interpretation that would render it invalid.

TO HAVE AND TO HOLD, the above granted rights, privilege or authority onto the said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, The Grantor hereby sets his hand and official seal on the day and year first above written.

DECLARANT
TOWN OF RIDGEFIELD, CONNECTICUT

Name:

By: _____
Rudy Marconi
First Selectman

Name:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Danbury

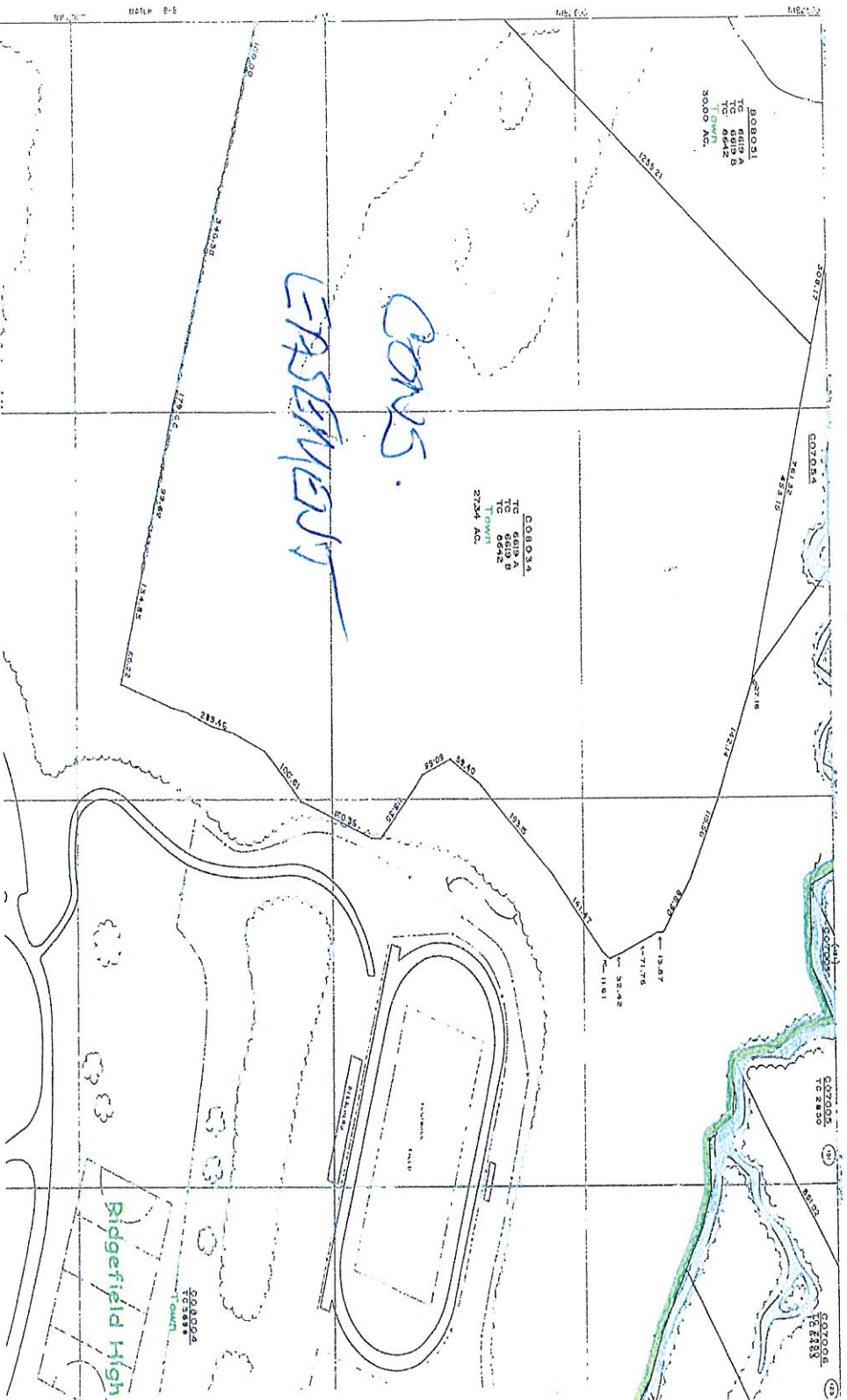
On this _____ day of _____ 2022, before me, the undersigned officer, personally appeared Rudy Marconi, First Selectman of the Town of Ridgefield, and as signer and sealer of the foregoing instrument he acknowledged the execution of the same to be his free act and deed individually and the free act and deed of the Town of Ridgefield, Connecticut.

David L. Grogins, Esq.
Commissioner of the Superior Court

SCHEDULE A

A certain piece or parcel of land (Lot C08-0034) located in the Town of Ridgefield, County of Fairfield and State of Connecticut, consisting of 27.34 acres on North Salem Road in said Ridgefield, and more particularly described on Town Clerk Map No. 8642.

Name: C08-0034 North Salem Rd (27.34 acres)



Notes: C08-0034 (27.34 acres)

Regionally inventoried wetlands throughout.

Low-lying riparian zone/habitat for the Titicus River and local tributaries.

CT Fish sampling data shows presence of Brook trout within this reach of the Titicus River.

Parcel contiguous with other Town of Ridgefield open space parcels B08-0051 (30 Acres), C07-0054 (~~5.7~~ acres)

C07-0056 (2.59 acres) Parcel can be accessed from Ridgefield High School grounds or Ridgebury Road (from the east or

the north). Ridgefield High School has proposed a trail loop into this open space to allow class groups to investigate

outdoor habitats that would include vernal pools and wetlands.