

Lease
By and Between the
Town of Ridgefield and Whitney Freeman

Draft August 7, 2021

THIS LEASE, dated the __th day of _____, 2021, is made by and between the TOWN OF RIDGEFIELD, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 400 Main Street, Ridgefield, Connecticut 06877 (the "Landlord"), and Whitney Freeman, whose address is 673 Ridgebury Road, Ridgefield, Connecticut 06877 (the "Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, certain parcel of land located in the Town of Ridgefield, consisting of approximately 16 acres, being a portion of the "McKeon Farm" (the "Premises"). The Premises are more particularly described in Exhibit A, attached hereto and made a part hereof. These are designated as the Apple Orchard, Ridgebury Pastures 1 and 2, and Stagecoach Pastures 1 and 2.

Term. The term of this Lease shall be for a period of five (5) years beginning on December 27, 2021 (the "Commencement Date"). Tenant shall have the option to renew this Lease upon sixty (60) day written notice to Landlord for an additional five-year term on the same terms and conditions as the original term hereof.

Rent; Annual Increase; Late Charge.

(a) **Rent.** During the first year of the term of this lease, the annual rent ("Rent") shall be ONE DOLLAR (\$1.00) per year payable in advance on or before the Commencement date.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST- Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

SECOND- Use. The Tenant covenants and agrees to use the demised premises for the purpose of maintaining and grazing sheep and llamas, and no other purpose without the consent of the Landlord.

THIRD- Re-entry, Etc. Upon Default by Tenant. If the Tenant shall default in the performance of any material condition or term hereto or if the demised shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter said premises as the agent of the Tenant, either by force or

otherwise, without being liable for any persecution or damages, therefore, and may relet said premises as the agent of the Tenant, and receive the rent therefore, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess said premises under this Lease shall be forfeited. Such dispossession of the Tenant, with or without a Notice to Quit and with or without summary process proceedings or a judgment resulting from such proceedings and/or reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the demised premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this Lease, including those related to a summary process proceeding based upon Tenant's default.

FOURTH- Subletting, Licensing. The Tenant shall not sub-let, license or allow licensing of the demised premises nor any portion thereof, nor shall this Lease be assigned by the Tenant without the prior written consent of the Landlord.

FIFTH- Condition and Repairs. The Tenant has examined the demised premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises.

As a further condition hereof the Tenant agrees as follows:

- (a) Tenant shall provide electric fencing around the grazing portion of the Premises.
- (b) Tenant shall provide monthly reports to the Conservation Commission, either in writing or electronically. The monthly reports shall address work completed and any problems encountered and anticipated work for the coming month. Work agreed to during the previous year shall be completed prior to starting date of the Lease.
- (c) Tenant shall maintain the livestock and property using organic farming principles and methods.
- (d) Tenant is hereby granted permission to graze a maximum of 85 sheep and 3 llamas. No other livestock shall be permitted hereunder, except with consent of the Landlord.
- (e) Tenant shall graze the sheep and llamas in such a manner as to preserve the natural grassland. Tenant shall alternate pastures in order to fulfill this requirement. In this regard, the Conservation Commission may inspect the grazing portion of the Premises from time-to-time in its sole discretion, however, the public shall be excluded from the Premises so long as animals are present.
- (f) Upon termination of this Lease, Tenant shall have a fifteen (15) day grace period to remove the livestock.
- (g) Tenant is permitted to seed and conduct controlled tillage for invasive and/or noxious plant control and seeding for improved forage. However, the Conservation Commission will have

approval rights of any soil amendments as recommended by NRCS, per soil test from UCONN or similar soil testing laboratory.

- (h) Regarding birds of special concern, the Conservation Commission will be responsible to contact Whitney Freeman of Henny Penny Farm by phone and/or email if a bird of special concern is spotted so that she may contact the USDA promptly for any grazing changes that might be suggested. All reasonable efforts will be made by Henny Penny to support the bird populations, following the USDA's guidance.

During the term of this Lease, the Conservation Commission shall, at its sole cost and expense, post and maintain road front signs on the grazing premises containing the Tenant's name and telephone number as the person to contact if the sheep, llamas or goats should get loose from the grazing premises.

SIXTH- Mechanic's Liens. In the event that any mechanic's lien is filed against the demised premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty (30) days' prior written notice to the Tenant, may pay said lien, may terminate this Lease and may pay said lien, without inquiring into the validity thereof, same constituting a default under this Lease by the Tenant, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder.

SEVENTH- Intentionally Deleted.

EIGHTH - Hold Harmless; Insurance. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in, on or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises, or for the acts, omissions or negligence of other persons or tenants in and about the demised premises. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property or injuries to persons occurring in, on or about the demised premises.

The Tenant shall carry public liability insurance covering the demised premises and the appurtenances thereto in limits of not less than \$1,000,000 per person and an additional \$2,000,000 umbrella policy for personal injury or death and \$500,000 for property damage, all with a company satisfactory to the Landlord, which insurance shall also run to the benefit of the Landlord, the Landlord to be named thereunder as an additional insured. Said policy, or a copy thereof, shall be deposited with the Landlord on an annual basis. In the event of reduction in the amount of coverage or cancellation of coverage, at least fifteen (15) days written notice must be given to the Landlord, this condition shall be so stated in the policy.

The payment of the amounts called for above shall constitute additional rent due and payable hereunder. The non-payment of same in a timely manner, as called for above, shall constitute a default under this Lease.

NINTH- Utilities, Etc. Tenant shall pay for the cost of all utilities required by this lease.

TENTH - Right of Entry. The Landlord, or its agents, shall have the right to enter, upon prior written notice the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the demised premises to prospective tenants, and may place the usual "To Let" signs thereon.

ELEVENTH- Intentionally Deleted.

TWELFTH- Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises.

THIRTEENTH- Intentionally Deleted.

FOURTEENTH - Default by Tenant. In case of violation by the Tenant of any of the covenants, agreements and conditions of this Lease and upon failure to discontinue such violation within ten (10) days after written notice thereof given to the Tenant, this Lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand and, in such case, the Landlord shall thereupon have all the rights and remedies hereunder and shall be entitled to lost rentals, damages, etc., all in accordance with the terms and provisions of Paragraph Third above. The provisions of the preceding sentence requiring fifteen (15) days' notice shall not apply, however, to the Tenant's failure, neglect or refusal to pay rent within the fifteen- (15) day grace period already in Paragraph Third hereof. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this Lease null and void and to reenter upon the demised premises after the said breach or violation.

If the Tenant shall so violate any of the covenants, agreements or conditions of this Lease, including the rental provisions, then this Lease shall thereupon, at the option of the Landlord, by virtue of this expressed stipulation herein, expire and terminate, and the Landlord may, at any time thereafter, re-enter the demised premises, as aforesaid, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as a common law, shall be necessary to enable the Landlord to recover such possessions pursuant to said statute relating to summary process, but all right to any such demand or any such re-entry is hereby expressly waived by said Tenant.

Whenever this Lease shall terminate either by lapse of time or by virtue of any of the expressed stipulations herein, the Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to trial by jury.

No delay or delays in the payment of the Rent reserved in manner and/or times stipulated and no failure of the Landlord to enforce the covenants, agreements and conditions of this Lease or rules or regulations now or hereafter to be established by the Landlord upon such occasion or in case of default of any covenants, agreements and conditions of this Lease herein contained or such rules or regulations on the part of Tenant to be performed, shall be construed as creating a custom of preferred payments or as a waiver of any of the said covenants, agreements and conditions of this Lease or such rules or regulations or the Landlord's right to terminate this Lease or otherwise enforce the provisions hereof.

After service of a Notice to Quit, commencement of a suit, including a summary process proceeding and/or obtaining of a final judgment for any cause arising under of this lease or the breach hereof, the Landlord may still receive and collect, for use and occupancy of the demised premises by the Tenant, any "rent" or "additional rents" due hereunder, without prejudice to or waiver of or effect upon the said Notice to Quit, suit or judgment.

FIFTEENTH- Notices. All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail addressed to the Tenant at the demises premises or to leave a copy thereof with a person of suitable age found on said premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 400 Main Street, Ridgefield, Connecticut 06877, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH - Bankruptcy, Insolvency. If, at any time during the term of this Lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this Lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this Lease.

SEVENTEENTH- Holding Over. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term,

and, thereupon, be entitled to all the remedies against the Tenant provided by law. In that situation, the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

EIGHTEENTH-Intentionally Deleted.

NINETEENTH- Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of the Lease has been delivered to the Tenant.

TWENTIETH - Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord or Tenant would otherwise have by law.

TWENTY-FIRST-Binding Effect. All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND- Force Majeure. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD- No Oral Change. This instrument may not be changed orally.

TWENTY-FOURTH- Intentionally Deleted.

TWENTY-FIFTH- Intentionally Deleted.

TWENTY-SIXTH- Hazardous Waste Indemnity. The Tenant covenants that, throughout the term of this Lease, it will use the demised premises in compliance with the provisions of all statutes and laws of the State of Connecticut, and the rules and regulations of all agencies of the State of Connecticut, having jurisdiction over the protection of the environment, and the U.S. Environmental Protection Agency, as the same now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be promulgated or amended.

The Tenant shall not knowingly at any time permit to be used, stored or kept on the demised premises any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" as those terms may be defined by statutes and laws of the State of Connecticut as the same now exist or may hereafter be amended, except in accordance with applicable law and regulations.

The Tenant shall, upon the request of the Landlord, either during the term of the Lease or at the expiration thereof, take all steps and perform all acts necessary and required to remove, remedy and correct, at the sole expense of the Tenant, any condition at the demised premises caused in whole or in part by discharge, spillage, uncontrolled loss, seepage or filtration caused by the Tenant or "oil or petroleum" or "chemical liquids" or "solid, liquid or gaseous products" or "hazardous waste" or "waste oil" which may occur at any time during the term of the Lease and arising from the Tenant's use and occupancy of the demises premises, to perform such removal, remedy or correction diligently and within a reasonable time, and to comply with all orders of governmental agencies which may be issued with respect to such discharge, spillage, uncontrolled loss, seepage or filtration of any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" at the demised premises which may occur in violation by Lessee of any provision of this Paragraph Twenty-Sixth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF RIDGEFIELD, LANDLORD

By _____

Rudy Marconi, First Selectman

By _____

Whitney Freeman

McKeon Farm

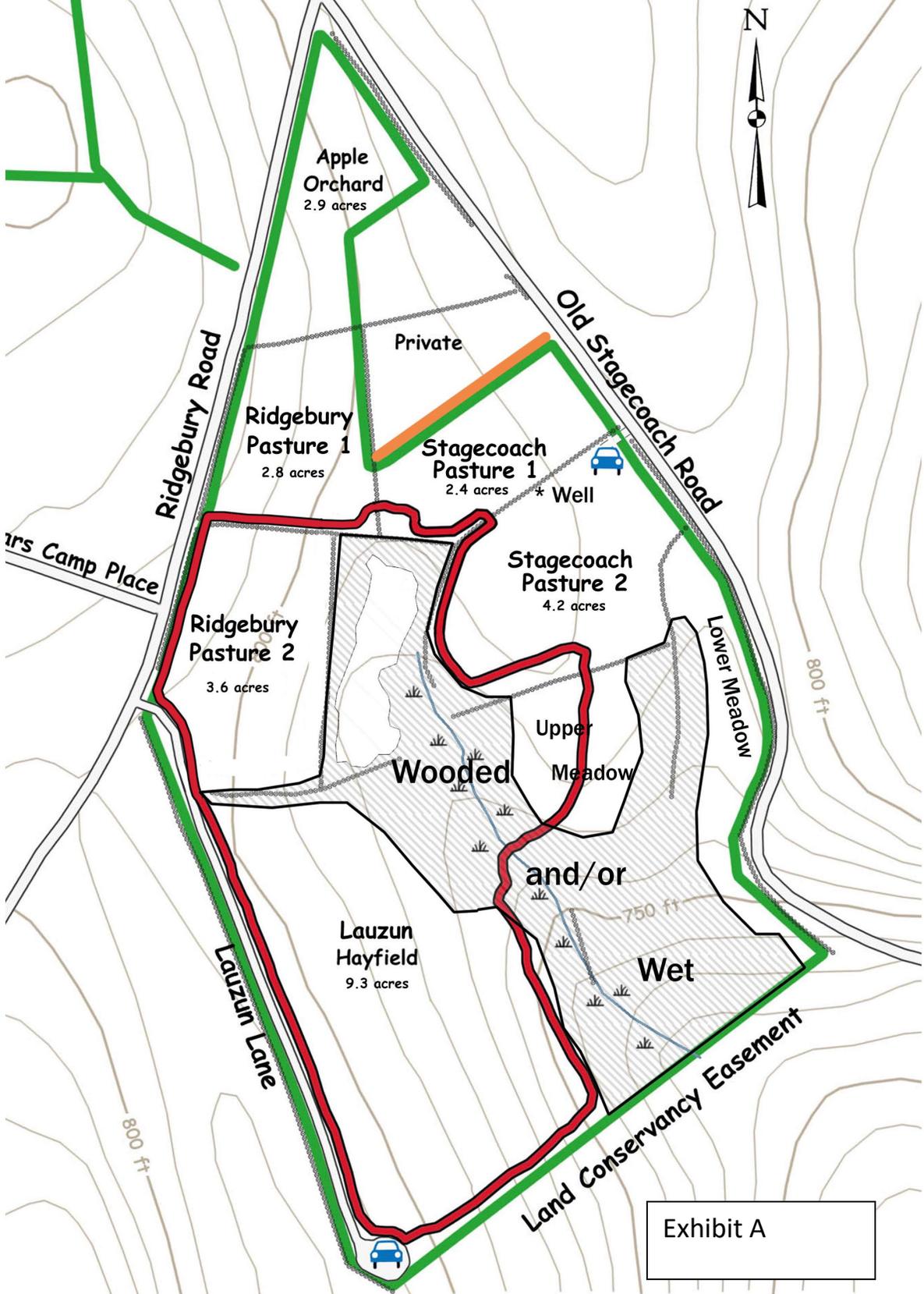


Exhibit A

Declaration of Restrictive Covenants

This Declaration of Restrictive Covenants ("Declaration") is made this 22 day of March, 2001 by **LOUISE M. BELT** and **JOHN B. McKEON**, as Trustees of a Certain Trust Agreement dated December 20, 1993 made by and between Daniel Manning McKeon, as Settlor, and Louise M. Belt and John B. McKeon, as Trustees, known as the McKeon 1993 Trust ("Declarant").

Witnesseth:

WHEREAS, Declarant is the owner of real property located in Ridgefield, Connecticut as more particularly described in Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, it is contemplated that title to the Property shall be conveyed to the Town of Ridgefield following the recording of this Declaration; and

WHEREAS, Declarant desires to preserve, in perpetuity, the Property in its current, natural state and to protect the Property (except as more particularly set forth herein) from future development and therefore desires to record this Declaration with the intent that it run with the land and with all estates and interests now and hereafter therein as a running covenant which touches and concerns the Property, and with the further intent that it shall burden and benefit the Declarant's heirs, successors, assigns and all who shall hereafter have any estate or interest in all or any portion of the Property.

NOW, THEREFORE, Declarant does hereby declare that the Property is and shall hereafter be held, transferred, sold, conveyed, mortgaged, encumbered, leased, occupied and used, in perpetuity, subject to the terms and conditions of this Declaration.

Section 1. Binding Nature of Declaration.

This Declaration is and shall be a covenant which runs with and touches and concerns the Property, and is intended to and shall benefit and burden the Property and all heirs, successors and assigns of the Declarant, and all who shall hereafter have any estate or interest in the Property, in perpetuity. Any party acquiring any estate or interest in the Property (individually a "Grantee"), upon the acquisition of such interest, accepts, and shall thereafter be bound by, this Declaration.

Section 2. Purpose.

It is the purpose ("Purpose") of this Declaration to assure that the Property will be kept forever in its current, natural condition, and to preserve the Property as open space and to prevent any use of the Property that might alter the current condition or land use patterns thereon, subject, however, to the Permitted Activities set forth below.

Section 3. Use Limitation.

The Property shall only be used for passive, non-invasive activities, such as nature trails or walks, and for preservation of natural areas, forests, wetlands, wildlife habitat, and historic and scenic characteristics of the Property, such as stone walls, subject, however, to the Permitted Activity, further terms, conditions and limitations hereof ("Permitted Use").

Section 4. Prohibited Use.

4.1 General Prohibition.

Without limitation to the provisions of Section 3 above, under no circumstances shall the Property be used for anything other than a Permitted Use as set forth in 5.1.

4.2 Prohibition on Subdivision.

The Property and ownership interests therein shall not, under any circumstances, be subdivided or divided ("Prohibition on Subdivision"); it being the intent of the Declarant that the Property remain under single ownership in perpetuity.

4.3 Specific Prohibited Uses.

Without intending in any way to limit the scope of prohibited uses, the following uses shall not be conducted or maintained on the Property:

4.3.1 Construction or maintenance of any buildings, facilities or other structures;

4.3.2 Motorized vehicles of any kind or sort, with the exception of motorized mowing machines, including but not limited to mopeds, motorcycles, dirt bikes and skidoos, except as provided in Section 5.1.4;

4.3.3 Sports facilities of any kind or sort, including, but not limited to, baseball, softball, soccer, football and lacrosse fields, and camping areas or facilities, skating rinks and camping;

4.3.4 Picnic areas, portable sanitary facilities, lighting facilities and/or fixtures;
and

4.3.5 Bicycles, roller blades, skateboards, mountain bikes and scooters.

Section 5. Reserved Rights.

5.1. Permitted Activities.

Notwithstanding the limitations of the Permitted Use established pursuant to Sections 3 and 4 hereof, the following activities shall be permitted ("Permitted Activity") on the Property:

5.1.1 The establishment and maintenance of nature/hiking/equestrian trails within the Property;

5.1.2 The establishment and maintenance of hours of use of the Property by the public, which use shall not begin before sunrise and shall terminate not later than sunset.

5.1.3 Maintenance of the Property consistent with the Purpose, said maintenance to include but not be limited to maintenance of the stonewalls, mowing of the open fields at a minimum of once a year with motorized vehicles and placement of signs necessary for the safe use of the Property by the public consistent with the Purpose of this Declaration; and

5.1.4 Within the area of the Property identified as "Lot 9 2.473 Ac." and "Lot 10 Lot 1.962 Ac. Access 0.352 Ac. (said Access being shown on Map #8429 as "25' Accessway To Service Lots 9 and 10") Total Area 2.314 Ac." on Map #8429, to establish and maintain a gravel parking area for not more than ten (10) vehicles, said parking area to be only used in conjunction with the use and enjoyment of the Property by the public consistent with the Purpose of this Declaration.

5.1.5 Agricultural uses such as cultivation of crops, grazing of animals and/or planting and cultivation of orchards.

5.1.6 Within the area of the Property identified as "Lot 1 2.829 Ac." on Map #8429, the right of William Keubler and Jean Touscany, their heirs and assigns, to graze not more than three (3) horses within the perimeter of Lot 1 and to erect a horse fence around the perimeter of Lot 1, all in accordance with and upon the terms and conditions more particularly set forth in an Equestrian Easement from the Buyer to William Keubler and Jean Touscany, to be recorded immediately prior to this Declaration of Restrictive Covenants.

5.2 Notice.

Any party proposing to undertake any Permitted Activity as set forth in Section 5.1 herein ("User") shall give prior written notice of such Permitted Activity to all Grantees then having any fee estate or fee interest in any portion of the Property (the "Permitted Activity Notice").

5.3. Notice of Intention to Undertake Certain Permitted Activities.

The purpose of requiring notification prior to undertaking a Permitted Activity, as provided in Section 5.2, is to afford such Grantees an opportunity to ensure that the activities in questions are designed and carried out in a manner consistent with this Declaration. The Permitted Activity Notice shall describe the nature, scope, design, location, approximate starting time, and any other material aspect of the proposed activity in sufficient detail to permit such Grantee to make an informed judgment as to its consistency with this Declaration. All Grantees shall have the right to make reasonable entry upon the Property, with prior written notice to the Grantee thereof, for the purpose of making reasonable inspections to insure compliance with this Declaration.

Section 6. Enforcement.

6.1 Grantee's Remedies.

Each Grantee of a fee estate or fee interest in the Property shall have the obligation during their period of ownership of such estate or interest to enforce this Declaration against any party violating same and shall give written notice to any party violating the terms hereof of any violations of this Declaration and demand corrective actions sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Declaration, to restore the portion of the Property so injured. If the violating party fails to cure the violation within thirty (30) days after receipt of notice thereof from such Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period fails to begin curing such violation within the thirty (30) day period, and to continue diligently to cure such violation until finally cured, any such Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this Section 6.1 without prior notice or without waiting for the period provided for cure to expire. Grantee's rights under this Section 6.1 apply equally in the event of either actual or threatened violations of the terms of this Declaration; remedies at law for any violation of the terms of this Declaration are inadequate; and Grantee shall be entitled to the injunctive relief described in this Section 6.1, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Declaration, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.2. Costs of Enforcement.

Any costs incurred by Grantee in enforcing the terms of this Declaration against a violating party, including but not limited to costs of restoration necessitated by such violating party's violation of the terms of this Declaration, attorneys' fees and costs of litigation shall be borne by such violating party.

6.3. Forbearance.

Any forbearance by Grantee to exercise rights under this Declaration in the event of any breach of any term hereof shall not be deemed or construed to be a waiver of Grantee of such term or of any subsequent breach of the same or any other term of this Declaration or any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach hereof shall impair such right or remedy or be construed as a waiver.

6.4. Waiver of Certain Defenses.

All violating parties hereby waive any defense of laches, estoppel, or prescription.

6.5. Force Majeure.

Nothing contained in this Declaration shall be construed to entitle Grantee to bring any action for any injury to or change in the Property resulting from causes beyond a violating party's control, including, but not limited to fire, flood, storm, and earth movement by natural causes, or from any prudent action taken under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.6 No Rights of Reversion.

Nothing contained herein shall be deemed a right of reversion, or result in a forfeiture of title.

Section 7. Subsequent Transfers.

The terms of this Declaration shall be incorporated in any deed or other legal instrument by which any party divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest; however, the failure to so include this Declaration as an encumbrance in any such instrument shall in no manner alter or minimize the full force and effect hereof.

Section 8. Recordation.

This instrument shall be recorded in the official records of the Town of Ridgefield in the State of Connecticut and may be re-recorded or any notice hereof may be recorded at any time hereafter as may be required to preserve the rights and obligations contained herein.

Section 9. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 10. Severability.

If any term or provision of this Agreement shall be deemed unenforceable, the balance of this Agreement shall be deemed in full force and effect as though such unenforceable term or provision was deleted in its entirety.

Section 11. Term.

This Declaration shall be binding upon and inure to the benefit of the Declarant's heirs, successors and assigns, and all who have any interest or estate in the Property in perpetuity ("Term"). If the length of the Term hereof shall ever be determined by a court of competent jurisdiction to be in violation of law, then it is the Declarant's intent that the Term hereof shall be fixed at the maximum term permitted by law.

Section 12. The authority to enforce these restrictions shall be vested in the Conservation Commission of the Town of Ridgefield.

Section 13. These restrictions may be amended from time to time consistent with the purposes hereof by a majority vote of the Conservation Commission of the Town of Ridgefield.

Section 14. If the Town of Ridgefield ceases to exist as a legal entity, the Property will be distributed to a 501 (C) (3) land trust or conservancy organization.

Section 15. The parties hereto agree that the premises shall remain in the ownership of the Town as open space in perpetuity.

[Signature]
[Signature]
Alicia Fernandez
Mercedes Kennedy

Louise M. Belt, TRUSTEE
Louise M. Belt, Trustee
[Signature]
John B. McKeon, Trustee

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) ss. Town of Wildwood

On this 22nd day of March, 2001, before me,
the undersigned officer, personally appeared, **LOUISE M. BELT, TRUSTEE**, of the **McKEON 1993 TRUST**, who acknowledged herself to be a Trustee of the **McKEON 1993 TRUST** and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by herself as a Trustee.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

ANTHONY HUTCHISON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 22, 2001

[Signature]
Notary Public
Commission Expires: _____

STATE OF TEXAS)
COUNTY OF *Harris*)

ss. Town of *Houston*

On this *23* day of March, 2001, before me, *ALICIA FERNANDEZ* the undersigned officer, personally appeared, **JOHN B. McKEON, TRUSTEE**, of the **McKEON 1993 TRUST**, who acknowledged himself to be a Trustee of the **McKEON 1993 TRUST** and that he, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as a Trustee.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Alicia Fernandez

Notary Public
Commission Expires: *1-8-2005*

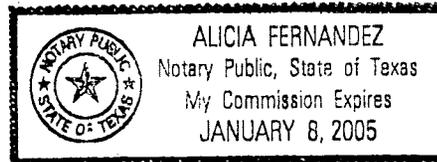


Exhibit A

ALL THOSE CERTAIN pieces or parcels of land situated in the Town of Ridgefield, County of Fairfield, State of Connecticut, to the east of Ridgebury Road and the west of Old Stagecoach Road, and shown and designated as "Lot 1 2.829 Ac.", "Lot 2 2.567 Ac.", "Lot 3 2.684 Ac.", "Lot 4 Lot 2.135 Ac. Access 0.189 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 3 & 4") Total Area 2.324 Ac.", "Lot 5 3.589 Ac.", "Lot 6 2.531 Ac.", "Lot 7 Lot 2.153 Ac. Access 0.129 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 6, 7 and 8") Total Area = 2.282 Ac.", "Lot 8 2.030 Ac.", "Lot 9 2.473 Ac.", "Lot 10 Lot 1.962 Ac. Access 0.352 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 9 and 10") Total Area 2.314 Ac.", "1.395 Ac. Lauzun Lane", "Par. A Open Space 1.533 Ac.", "Par. B Open Space 8.598 Ac.", and "Par. D Open Space 0.293 Ac." on a certain map entitled "Planned Residential Development Subdivision Map Prepared For Louise M. Belt, Trustee and John B. McKeon, Trustee Ridgefield, Connecticut R-AAA Residence Zone Total Area 43.214 Acres", which map has a scale 1" = 100', is certified substantially correct by Lawrence R. Rizzo, L.S. 12060, RKW Land Surveying, is dated March 13, 1995, revised April 28, 1995, May 12, 1995, July 18, 1995, June 6, 1996, August 5, 1996 and April 3, 1997, and is filed in the Ridgefield Land Records as Map #8429.

AMENDED DECLARATION
OF RESTRICTIVE COVENANTS


Doc ID: 002879120002 Type: LAN
BK 1059 PG 363-364

This Amendment of Restrictive Covenants ("Amendment") dated March 8, 2018, made by the Conservation Commission of the Town of Ridgefield, duly authorized by the Declaration of Restrictive Covenants ("Declaration") dated March 22, 2001 and recorded in Volume 623 at Page 392 of the Ridgefield Land Records.

WITNESSETH

WHEREAS, on or about March 22, 2001, Louse M. Belt and John B. McKeon, as Trustees of a certain trust agreement dated December 20, 1993, made by and between Daniel Manning McKeon, as Settlor and Louise M. Belt and John B. McKeon as Trustees, known as The McKeon 1993 Trust, made and duly executed a Declaration of Restrictive Covenants ("Declaration") for property more particularly described in Schedule A, attached hereto ("Property"); and

WHEREAS, pursuant to Paragraph 13 thereof, the Conservation Commission of the Town of Ridgefield, by majority vote of its members was and is authorized to amend the aforesaid Declaration; and

WHEREAS, on or about June 26, 2016, at a meeting duly noticed, the aforesaid Conservation Commission by majority vote of its members voted and authorized the Amendment set forth below for the purpose of allowing the construction of proper maintenance building(s) or structure(s) to house equipment to maintain the Property.

NOW THEREFORE, the Conservation Commission of the Town of Ridgefield does hereby declare and amend the Declaration, as aforesaid, as more particularly set for the below:

1. Pursuant to the authority granted in Section 13 of the Declaration, Section 4.3.1 thereof is amended by the addition of the following language thereto:

"... with the exception of those structures and/or facilities authorized by the Conservation Commission of the Town of Ridgefield determined by it as necessary for the proper maintenance of the Property."

**SECOND AMENDED DECLARATION
OF RESTRICTIVE COVENANTS**

This Amendment of Restrictive Covenants (“Amendment”) dated February 8, 2021, made by the Conservation Commission of the Town of Ridgefield, duly authorized by the Declaration of Restrictive Covenants (“Declaration”) dated March 22, 2001 and recorded in Volume 623 at Page 392 of the Ridgefield Land Records, and amended by Amended Declaration of Restrictive Covenants, dated June 26, 2016 and recorded in Volume 1059 at Page 364 of the Ridgefield Land Records.

WITNESSETH

WHEREAS, on or about March 22, 2001, Louise M. Belt and John B. McKeon, as Trustees of a certain trust agreement dated December 20, 1993, made by and between Daniel Manning McKeon, as Settlor and Louise M. Belt and John B. McKeon as Trustees, known as The McKeon 1993 Trust, made and duly executed a Declaration of Restrictive Covenants (“Declaration”) for property more particularly described in Exhibit A, attached hereto (“Property”); and

WHEREAS, pursuant to Paragraph 13 thereof, the Conservation Commission of the Town of Ridgefield, by majority vote of its members was and is authorized to amend the aforesaid Declaration; and

WHEREAS, pursuant to said Paragraph 13 thereof, said Declaration was amended on June 26, 2016 by declaration recorded as stated above; and

WHEREAS, on or about November 30, 2020, at a meeting duly noticed, the aforesaid Conservation Commission by majority vote of its members voted and authorized the Amendment set forth below for the purpose of relocating the parking areas thereon to other parts of the subject property.

NOW THEREFORE, the Conservation Commission of the Town of Ridgefield does hereby declare and amend the Declaration, as aforesaid, as more particularly set for the below:

1. Paragraph 5.1.4 is deleted, and the following substitute is in its place and stead.

“5.1.4 Within the area of the Property identified as Lots 7 and 8 on Map #8429, to establish and maintain a gravel parking area for not more than ten (10) vehicles, said parking area to be only used in conjunction with the use and enjoyment of the Property by the public consistent with the Purpose of this Declaration.”

Exhibit A

ALL THOSE CERTAIN pieces or parcels of land situated in the Town of Ridgefield, County of Fairfield, State of Connecticut, to the east of Ridgebury Road and the west of Old Stagecoach Road, and shown and designated as "Lot 1 2.829 Ac.", "Lot 2 2.567 Ac.", "Lot 3 2.684 Ac.", "Lot 4 Lot 2.135 Ac. Access 0.189 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 3 & 4") Total Area 2.324 Ac.", "Lot 5 3.589 Ac.", "Lot 6 2.531 Ac.", "Lot 7 Lot 2.153 Ac. Access 0.129 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 6, 7 and 8") Total Area = 2.282 Ac.", "Lot 8 2.030 Ac.", "Lot 9 2.473 Ac.", "Lot 10 Lot 1.962 Ac. Access 0.352 Ac. (said Access being shown on the map hereinafter described as "25' Accessway To Service Lots 9 and 10") Total Area 2.314 Ac.", "1.395 Ac. Lauzun Lane", "Par. A Open Space 1.533 Ac.", "Par. B Open Space 8.598 Ac.", and "Par. D Open Space 0.293 Ac." on a certain map entitled "Planned Residential Development Subdivision Map Prepared For Louise M. Belt, Trustee and John B. McKeon, Trustee Ridgefield, Connecticut R-AAA Residence Zone Total Area 43.214 Acres", which map has a scale 1" = 100', is certified substantially correct by Lawrence R. Rizzo, L.S. 12060, RKW Land Surveying, is dated March 13, 1995, revised April 28, 1995, May 12, 1995, July 18, 1995, June 6, 1996, August 5, 1996 and April 3, 1997, and is filed in the Ridgefield Land Records as Map #8429.

Soil Sampling at McKeon Farm by Henny Penny
August 5, 2021

A core sampler was used by Whitney Freeman and the soil was sampled between 3-6" as per the guidance of the US Department of Agriculture office. The soil sample results are attached.

On July 13, Whitney Freeman met with Diane Blais, her local USDA Natural Resource Conservation Service (NRCS) office contact for the last five years, and Jim Hyde, the state agronomist at the NRCS. Ms. Blais brought him along so that (in her words) "He could take a look at the great things you are doing with grazing and see if he has some additional suggestions." He was able to review these new soil samples and they walked through the fields for one hour examining the pastures and grazing.

Mr. Hyde said that the phosphorous levels could use improving. In particular, Stagecoach 2 has been showing poorer regrowth this season and last and based on the grazing history and seeding that Whitney told him about, he suggested that it might be something else like soil compaction that is causing the field to lag behind in regrowth. But not soil compaction from recent grazing (as there are not enough sheep there nor grazed in a way to cause that) but rather from longer ago when cows were there for sometimes a month at a time.

Whitney asked him the best way to put the phosphorous in and break up the compaction. Mr. Hyde responded the best way would be the application of animal manure and passing the sheep through a couple of times this season. Whitney also asked about liming and he said that would help with soil pH but he was first inclined to add nutrients and explained that manure management like this can be "an amazing thing."

Hyde said the grazing work that Henny Penny is doing is to be commended and that Henny Penny is in the top 5% of the state with respect to all other CT farms that the USDA works with.

He also came to see all of what Henny Penny is doing at their home farm and presented more ideas as they continue to refine and experiment with their ongoing grazing practices.



UConn Soil Nutrient Analysis Laboratory

6 Sherman Place, Unit 5102, Union Cottage
 Storrs, CT 06269-5102
 860-486-4274
www.soiltest.uconn.edu

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 ARCHITECTURE

Soil Test Report

Order Number: 15417

Prepared For:

Whitney Freeman
 Henny Penny Farm
 673 Ridgebury Road
 Ridgefield, CT 06877

whitney@hennypennyfarmct.com
 203.297.5995

Sample Information:

Sample Name: Stagecoach 1
 Lab Number: 5994
 Area Sampled:
 Received: 6/16/2021
 Reported: 6/22/2021

Results

Nutrients Extracted From Your Soil (Modified Morgan)

		Below Optimum	Optimum	Above Optimum	Excessive*
Calcium	1465 lbs/acre				
Magnesium	291 lbs/acre				
Phosphorus	16 lbs/acre				
Potassium	190 lbs/acre				

* Excessive only defined for Phosphorus (>40 lbs/acre)

		<i>Element</i>	<i>ppm</i>	<i>Soil Range in CT</i>
Soil pH (1:1, H ₂ O)	5.6	Boron (B)	0.3	0.1 - 2.0
Est. Cation Exch. Capacity (cmole+/100g)	12.1	Copper (Cu)	0.2	0.3 - 0.8
Buffered pH (Mod. Mehlich)	6.0	Iron (Fe)	6.6	1.0 - 40.0
		Manganese (Mn)	3.3	3.0 - 20.0
		Zinc (Zn)	2.5	0.1 - 70.0
		Sulfur (S)	17.4	10 - 100
		Aluminum (Al)	63.9	10 - 300
		Est. Total Lead (Pb)	low	

Limestone & Fertilizer Recommendations for Mixed Grass-Legume Pasture - Maintenance

Limestone (Target pH of 6.6)	Nitrogen, N	Phosphorus, P ₂ O ₅	Potassium, K ₂ O
5,000 lbs / acre	0 lbs / acre	30 lbs / acre	125 lbs / acre

Comments:

Maintain in subsequent years (without manure) with one topdressing of 0 lbs/A N, 30-40 lbs/A P₂O₅ and 90 lbs/A K₂O.

References (Crop Related):

Soil Test Interpretation and Recommendations https://soiltest.uconn.edu/factsheet_8_565541208.pdf
 Liming & Fertilizing Forage Crops in CT <http://www.soiltest.uconn.edu/documents/lime.pdf>
 Soil Test Results for Agronomic Crops http://www.soiltest.uconn.edu/documents/agronomic_results_001.pdf



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Soil Test Report

Order Number: 15417

Prepared For:

Whitney Freeman
Henny Penny Farm
673 Ridgebury Road
Ridgefield, CT 06877

whitney@hennypennyfarmct.com
203.297.5995

Sample Information:

Sample Name: Stagecoach 2
Lab Number: 5995
Area Sampled:
Received: 6/16/2021
Reported: 6/22/2021

Results

Nutrients Extracted From Your Soil (Modified Morgan)

		Below Optimum	Optimum	Above Optimum	Excessive*
Calcium	1429 lbs/acre				
Magnesium	356 lbs/acre				
Phosphorus	6 lbs/acre				
Potassium	92 lbs/acre				

* Excessive only defined for Phosphorus (>40 lbs/acre)

Soil pH (1:1, H ₂ O)	5.8	Element	ppm	Soil Range in CT
Est. Cation Exch. Capacity (cmole+/100g)	10.5	Boron (B)	0.3	0.1 - 2.0
Buffered pH (Mod. Mehlich)	6.1	Copper (Cu)	0.2	0.3 - 0.8
		Iron (Fe)	2.2	1.0 - 40.0
		Manganese (Mn)	1.7	3.0 - 20.0
		Zinc (Zn)	0.9	0.1 - 70.0
		Sulfur (S)	15.8	10 - 100
Base Saturation	%	Suggested		
Potassium	1	2.0 - 7.0	Aluminum (Al)	56.6
Magnesium	14	10 - 30	Est. Total Lead (Pb)	low
Calcium	34	40 - 50		

Limestone & Fertilizer Recommendations for Mixed Grass-Legume Pasture - Maintenance

Limestone (Target pH of 6.6)	Nitrogen, N	Phosphorus, P ₂ O ₅	Potassium, K ₂ O
4,000 lbs / acre	0 lbs / acre	70 lbs / acre	180 lbs / acre

Comments:

Maintain in subsequent years (without manure) with one topdressing of 0 lbs/A N, 30-40 lbs/A P₂O₅ and 90 lbs/A K₂O.

References (Crop Related):

Soil Test Interpretation and Recommendations

https://soiltest.uconn.edu/factsheet_8_565541208.pdf

Liming & Fertilizing Forage Crops in CT

<http://www.soiltest.uconn.edu/documents/lime.pdf>

Soil Test Results for Agronomic Crops

http://www.soiltest.uconn.edu/documents/agronomic_results_001.pdf



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Soil Test Report

Order Number: 15417

Prepared For:

Whitney Freeman
 Henny Penny Farm
 673 Ridgebury Road
 Ridgefield, CT 06877

Sample Information:

Sample Name: Ridgebury 1
 Lab Number: 5996
 Area Sampled:
 Received: 6/16/2021
 Reported: 6/22/2021

whitney@hennypennyfarmct.com
 203.297.5995

Results

Nutrients Extracted From Your Soil (Modified Morgan)

		Below Optimum	Optimum	Above Optimum	Excessive*
Calcium	1481 lbs/acre				
Magnesium	309 lbs/acre				
Phosphorus	6 lbs/acre				
Potassium	123 lbs/acre				

* Excessive only defined for Phosphorus (>40 lbs/acre)

Soil pH (1:1, H ₂ O)	5.8	Element	ppm	Soil Range in CT
Est. Cation Exch. Capacity (cmole+/100g)	11.5	Boron (B)	0.3	0.1 - 2.0
Buffered pH (Mod. Mehlich)	6.0	Copper (Cu)	0.2	0.3 - 0.8
		Iron (Fe)	6.3	1.0 - 40.0
		Manganese (Mn)	7.1	3.0 - 20.0
		Zinc (Zn)	0.6	0.1 - 70.0
		Sulfur (S)	17.1	10 - 100
Base Saturation	%	Suggested		
Potassium	1	2.0 - 7.0	Aluminum (Al)	76.5
Magnesium	11	10 - 30	Est. Total Lead (Pb)	low
Calcium	32	40 - 50		

Limestone & Fertilizer Recommendations for Mixed Grass-Legume Pasture - Maintenance

Limestone (Target pH of 6.6)	Nitrogen, N	Phosphorus, P ₂ O ₅	Potassium, K ₂ O
4,000 lbs / acre	0 lbs / acre	70 lbs / acre	150 lbs / acre

Comments:

Maintain in subsequent years (without manure) with one topdressing of 0 lbs/A N, 30-40 lbs/A P₂O₅ and 90 lbs/A K₂O.

References (Crop Related):

Soil Test Interpretation and Recommendations

https://soiltest.uconn.edu/factsheet_8_565541208.pdf

Liming & Fertilizing Forage Crops in CT

<http://www.soiltest.uconn.edu/documents/lime.pdf>

Soil Test Results for Agronomic Crops

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Soil Test Report

Order Number: 15417

Prepared For:

Whitney Freeman
 Henny Penny Farm
 673 Ridgebury Road
 Ridgefield, CT 06877

Sample Information:

Sample Name: Ridgebury 2
 Lab Number: 5997
 Area Sampled:
 Received: 6/16/2021
 Reported: 6/22/2021

whitney@hennypennyfarmct.com
 203.297.5995

Results

Nutrients Extracted From Your Soil (Modified Morgan)

		Below Optimum	Optimum	Above Optimum	Excessive*
Calcium	1597 lbs/acre				
Magnesium	355 lbs/acre				
Phosphorus	7 lbs/acre				
Potassium	88 lbs/acre				

* Excessive only defined for Phosphorus (>40 lbs/acre)

Soil pH (1:1, H ₂ O)	5.8	Element	ppm	Soil Range in CT
Est. Cation Exch. Capacity (cmole+/100g)	11.7	Boron (B)	0.3	0.1 - 2.0
Buffered pH (Mod. Mehlich)	6.0	Copper (Cu)	0.5	0.3 - 0.8
		Iron (Fe)	4.2	1.0 - 40.0
		Manganese (Mn)	4.3	3.0 - 20.0
		Zinc (Zn)	0.7	0.1 - 70.0
		Sulfur (S)	17.2	10 - 100
Base Saturation	%	Suggested		
Potassium	1	2.0 - 7.0	Aluminum (Al)	63.8
Magnesium	12	10 - 30	Est. Total Lead (Pb)	low
Calcium	34	40 - 50		

Limestone & Fertilizer Recommendations for Mixed Grass-Legume Pasture - Maintenance

Limestone (Target pH of 6.6)	Nitrogen, N	Phosphorus, P ₂ O ₅	Potassium, K ₂ O
4,000 lbs / acre	0 lbs / acre	70 lbs / acre	180 lbs / acre

Comments:

Maintain in subsequent years (without manure) with one topdressing of 0 lbs/A N, 30-40 lbs/A P₂O₅ and 90 lbs/A K₂O.

References (Crop Related):

Soil Test Interpretation and Recommendations

https://soiltest.uconn.edu/factsheet_8_565541208.pdf

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Soil Test Report

Order Number: 15417

Prepared For:

Whitney Freeman
 Henny Penny Farm
 673 Ridgebury Road
 Ridgefield, CT 06877

whitney@hennypennyfarmct.com
 203.297.5995

Sample Information:

Sample Name: Orchard
 Lab Number: 5998
 Area Sampled:
 Received: 6/16/2021
 Reported: 6/22/2021

Results

Nutrients Extracted From Your Soil (Modified Morgan)

		Below Optimum	Optimum	Above Optimum	Excessive*
Calcium	1614 lbs/acre				
Magnesium	438 lbs/acre				
Phosphorus	3 lbs/acre				
Potassium	156 lbs/acre				

* Excessive only defined for Phosphorus (>40 lbs/acre)

		<i>Element</i>	<i>ppm</i>	<i>Soil Range in CT</i>
Soil pH (1:1, H ₂ O)	6.2	Boron (B)	0.3	0.1 - 2.0
Est. Cation Exch. Capacity (cmole+/100g)	9.9	Copper (Cu)	0.2	0.3 - 0.8
Buffered pH (Mod. Mehlich)	6.2	Iron (Fe)	6.0	1.0 - 40.0
		Manganese (Mn)	8.0	3.0 - 20.0
		Zinc (Zn)	0.5	0.1 - 70.0
		Sulfur (S)	17.7	10 - 100
		Aluminum (Al)	46.4	10 - 300
		Est. Total Lead (Pb)	low	

Limestone & Fertilizer Recommendations for Mixed Grass-Legume Pasture - Maintenance

Limestone (Target pH of 6.6)	Nitrogen, N	Phosphorus, P ₂ O ₅	Potassium, K ₂ O
3,000 lbs / acre	0 lbs / acre	100 lbs / acre	150 lbs / acre

Comments:

Maintain in subsequent years (without manure) with one topdressing of 0 lbs/A N, 30-40 lbs/A P₂O₅ and 90 lbs/A K₂O.

References (Crop Related):

Soil Test Interpretation and Recommendations https://soiltest.uconn.edu/factsheet_8_565541208.pdf
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