

## CONSERVATION EASEMENT

### TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME:

Seaman Petrucci Builders, LLC, a Connecticut limited liability company with a principal place of business at 238 Flax Hill Road, County of Fairfield and State of Connecticut (hereinafter referred to as the “Grantor”), does hereby grant and confirm unto the Town of Wilton, Connecticut, a municipality organized and existing under the laws of the State of Connecticut (hereinafter referred to as the “Town”), and the Inland Wetlands and Watercourses Commission (hereinafter referred to as the “Commission”), a Conservation Easement over, under and across a portion of real property (hereinafter referred to as the “Conservation Easement Area”) located at 354 Thayer Pond Road in Wilton, Connecticut (the “Property”) to detain storm water runoff and to preserve the natural state of the Property and to conserve and protect water, soil, animal, bird and plant populations on the Property as set forth on a certain map entitled “Site Development Plan (C-1.0)” dated 8/8/2023, revised to 2/15/24 prepared by LandTech Consult, which is to be recorded in the Office of the Town Clerk of the Town of Wilton, a copy of which is attached hereto and made a part hereof as **Schedule A**.

The Grantor, its heirs, successors and assigns, agrees to the below-listed obligations and limitations within the Conservation Easement Area. Any changes or modifications to the restrictions and obligations listed below shall not be made unless the Grantor first obtains the written approval of the Commission, which consent shall not be unreasonably withheld:

- (1) No structures of any kind, without limitations, sewage disposal systems, wells, watering systems, fences, advertising signs will be placed or erected within the Conservation Easement Area;
- (2) All plants, trees, shrubs, flowers or crops planted in the Conservation Easement Area by the Grantor, its heirs, successors and assigns shall be non-invasive, native plants characteristic of the region;
- (3) The topography of the Property shall be maintained at its present condition, and that no topographic changes shall be made. Topographic changes include, without exclusion, filling, excavating, removal of topsoil, sand gravel rocks, or minerals, building roads, or altering natural or existing watercourses or drainage;
- (4) No trees or other vegetation shall be cut, removed or destroyed within the boundary of the Conservation Easement Area. Use of pesticides or other poisons, killing wildlife, grazing of animals, draining of wetlands and burning marshlands shall not be permitted within the Conservation Easement Area;
- (5) No burning of ashes, trash, sawdust, or any unsightly or offensive material shall be conducted or placed upon the Conservation Easement Area;
- (6) The Grantor, for itself, its heirs, successors and assigns, reserves the right to enter the Conservation Easement Area for any and all purposes not inconsistent with this Conservation Easement, and reserves the right to bar the general public therefrom, except members of the Commission and its agents for the purposes of inspecting the Conservation Easement Area for the purpose of determining compliance with this Conservation Easement;

- (7) If the Property, or any part thereof, is taken in condemnation, this Conservation Easement shall terminate automatically as to the part of such areas taken, so that the Grantor or Grantors of the Property may be as fully compensated as though this easement had never been granted;
- (8) The Grantor agrees that nothing herein shall be construed to be a limitation upon the rights of the Town or the Commission to assert or enforce any rights it may have under federal, state or city Statute or regulation regarding the Conservation Easement Area;
- (9) The obligations imposed on the Grantor hereunder shall bind the Grantor, its heirs, successors and assigns who are or may become owners of the Property from time to time, and shall run with the land in perpetuity;
- (10) The Grantor, its heirs, successors and assigns may modify the terms of this Conservation Easement with the prior written approval of the Commission, which consent shall not be unreasonably withheld;
- (11) The Grantor further agrees to pay all taxes levied on the easement area and to maintain liability insurance covering the easement area; and
- (12) This Conservation Easement shall be construed in accordance with the laws of the State of Connecticut.

The purpose of this Conservation Easement is to maintain the Conservation Easement Area in its natural, undisturbed and undeveloped condition in perpetuity, and to maintain wildlife habitat, natural resource enhancement and other purposes, unless otherwise modified and/or approved by the Commission.

TO HAVE AND TO HOLD the above granted rights privileges and authority unto the said Town forever to its own proper use and behoof.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Grantor has hereunto set my hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_ 2024.

Signed, Sealed and Delivered in the  
presence of:

\_\_\_\_\_  
Robert Walker by Helen Walker

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Helen Walker

\_\_\_\_\_

\_\_\_\_\_

**Seaman Petrucci Builders, LLC**

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss: Wilton  
COUNTY OF FAIRFIELD )

Personally appeared Helen Walker, signer and sealer of the foregoing Conservation Easement who acknowledged same to be her free act and deed and the free act and deed of Robert Walker, POA, before me.

STATE OF CONNECTICUT )  
 ) ss: Wilton  
COUNTY OF FAIRFIELD )

Personally appeared \_\_\_\_\_, signer and sealer of the foregoing Conservation Easement who acknowledged same to be his free act and deed and the free act and deed of **Seaman Petrucci Builders, LLC**, before me.

\_\_\_\_\_  
Name:  
*Commissioner of the Superior Court /*  
*Notary Public*  
*My Commission Expires:* \_\_\_\_\_

**Schedule A**

DRAFT