

## GRANT OF DEVELOPMENT RIGHTS, and CONSERVATION RESTRICTIONS

WHEREAS, the RICHMOND LAND TRUST INC. has been awarded a transportation system enhancement grant by the Vermont Agency of Transportation through the Agency's administration of the federal Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and

WHEREAS, ISTEA established an innovative program to engage in a variety of activities, including the acquisition of scenic easements, as a means to creatively and sensitively integrate surface transportation facilities into their surrounding communities, and to create the opportunity to protect the environment and provide a more aesthetic, pleasant and improved interaction with Vermont's surface transportation system for its users, and for those living next to transportation systems; and

WHEREAS, the acquisition of a scenic easement on 7.3 acres of land adjacent to Interstate 89 and directly visible from U.S. Route 2 in Richmond owned by JEAN HUNTOON BRESSOR and GARY BRESSOR, would implement the objectives of the ISTEA Transportation Enhancement program;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the JEAN HUNTOON BRESSOR and GARY BRESSOR, of RICHMOND, Chittenden County, Vermont, and their heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapter 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, do freely give, grant, sell, convey and confirm unto the RICHMOND LAND TRUST, INC., a non-profit corporation with its principal offices in Richmond, Vermont, and its successors and assign (hereinafter "Grantee"), forever, the development rights and a perpetual scenic conservation easement and restrictions (all as more particularly set forth below) in a certain tract of land consisting of 7.3 acres, more or less, of vacant land (hereinafter "Protected Property") located in the town of Richmond, Chittenden County, State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to the Grantee shall include all development rights except those specifically reserved by the Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The conservation easement and restrictions hereby conveyed to the grantee consist of covenants on the part of the Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the Protected Property and run with the Protected Property.

### I. Purpose of the Grant

Grantor and Grantee acknowledge that the Purposes of this Grant are as follows (hereafter "Purpose of this Grant"):

1) Consistent with the goals of the ISTEA Enhancement Program, the primary purpose of this grant is to protect significant aesthetic, natural, visual and open space values, including agricultural land.

2) Consistent with the goals set forth in 10 V.S.A. §6301, it is also a primary purpose of this Grant to conserve productive agricultural and forestry lands in order to

facilitate active and economically viable farm use of the Protected Property now and in the future.

3) As a secondary objective, to conserve scenic, recreational and natural resources associated with the Protected Property, to improve the quality of life to Vermonters, and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside.

4) These objectives will be advanced by conserving the Protected Property because it possesses the following attributes:

- (i) 4.6 acres of prime and statewide agricultural soils;
- (ii) Approximately 434 feet of frontage on U.S. Route 2 and 210 feet of frontage on U.S. Interstate 89 and affording the traveling public with pastoral views of the property;
- (iii) Adjacent to the Andrews Family Trust property to be conserved by Grantee.

Grantor and Grantee recognize these agricultural, silvacultural, scenic and natural values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation restrictions and development rights, to prevent the use or development of the property for any purposes or in any manner which would conflict with the maintenance of the agricultural, silvacultural, scenic and natural resource values. Grantee accepts such conservation restrictions and development rights in order to conserve these values for present and future generations.

## II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1) The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only. No residential, commercial, industrial, or mining activities shall be constructed, created, installed, erected or moved onto the Protected Property, except as specifically permitted under this grant.

2) In the event the open agricultural land on the Protected Property lies fallow for more than two years, the Grantor shall cooperate with the Grantee to ensure that the land remains in open condition and in active agricultural use by, for example, permitting access to the Protected Property by Grantee to crop, mow or brush-hog in the event the Grantor is unable to maintain the property in an open condition. However, no obligation shall be imposed upon Grantors or Grantees to maintain the land in an open condition. As used in this clause (II. 2), "open agricultural land" consists of that portion of the Protected Property designated as "Tillable" on a plan entitled "Bressor Property Agricultural Management Plan" dated May 5, 1999, prepared and held by Grantee and counter-signed by the original Grantor Jean Huntoon Bressor and Gary Bressor.

3) Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without prior written permission of the Grantee. Grantee may grant such permission if it determines, in its sole discretion, that any such improvement would be consistent with the Purposes of this Grant, and not adversely affect the agricultural and forestry potential or the scenic beauty of the Protected Property.

4) There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed; provided, however, that the Grantors may erect and maintain reasonable signs indicating the name of the Protected Property, boundary markers, directional signs, signs restricting hunting or trespassing on the Protected Property, memorial plaques, temporary signs indicating that the Protected Property is for sale or lease, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises, and political or religious signs. Grantee, with permission of the Grantor, may erect and maintain signs designating the Protected Property as land under the protection of the Grantee.

5) The placement, storage or collection of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The storage and spreading of manure, lime, or other fertilizer for agricultural practices and purposes, and the temporary storage of trash in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

6) There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of the subsurface oil, gas, or other minerals be permitted.

7) The Protected Property shall not be subdivided or conveyed in more than two parcels without prior written permissions of the Grantee. The only subdivision of the parcel into two lots that is allowed without prior written permission is to allow the parcel to be split and attached to the existing lots to the east and to the west of the protected property (lots 2 and 3). The dividing line is shown on the site plan and is labeled "limit of no-build zone".

8) No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or is likely to become inconsistent with the Purposes of this Grant as stated in Section I. Grantors and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the Protected Property and the natural resources thereon, and other future occurrences affecting the purposes of the Grant. Grantees therefore, in their sole discretion, may determine whether proposed uses or proposed improvements not contemplated by or addressed in this Grant or alterations in existing uses or structures, are consistent with the purposes of this Grant.

### III. Permitted Uses of the Protected Property.

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1) The right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles and in compliance with applicable state and federal regulations, together with the right to construct, maintain and repair access roads and fencing for these purposes.

2) The right to conduct maple sugaring operations. Further, the right to harvest timber and other wood products together with the right to construct and maintain roads necessary for such activities, in accordance with generally accepted forestry practices and in accordance with a forest management plan for which Grantor has received the prior written approval of Grantee. Provided, however, Grantor may harvest firewood for heating residences and structures located on the

Protected Property without submission and approval of a plan. Grantees approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans are consistent with the Purposes of this Grant.

3) The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that the Grantor does not unnecessarily disturb the natural course of surface water drainage and runoff flowing over the Protected Property, except where such disturbance is made in order to improve drainage, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of the Grantee, which approval shall not be unreasonably withheld or conditioned provided such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant as stated in Section I, above.

4) The right to clear, construct, and maintain trails for walking, horseback riding, skiing, and other non-motorized recreational activities within and across the Protected Property. Snowmobiling may be permitted at the discretion of the Grantor.

5) The right to construct, utilize and maintain a barn with a footprint no larger than 30 feet by forty feet. The barn may not be constructed in the "No Build Zone".

6) The right to construct, utilize and maintain a road to lots 2 and 3 within the area delineated on the Survey for Gary Bressor and Jean Huntoon Bressor by T. Bass Land Surveys, dated February 1997 and updated in May 1999, attached to this document as Schedule D. Furthermore, a right-of-way for underground utilities to lot 2 and 3 is also granted.

#### IV. Enforcement of the Restrictions.

1) Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, the Grantee shall have the right of reasonable access to the Protected Property. In the event that the Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by the Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall, at grantee's request, reimburse Grantee for all reasonable costs incurred in investigating the noncompliances and in securing its correction.

2) Failure by the Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Agreement, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that the Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that the Grantee has initiated litigation without reasonable cause or in bad faith, then the Grantee shall reimburse the

Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of any other remedies available to the Grantee at law, in equity, or through administrative proceedings.

3) No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair the Grantee's rights and remedies or be construed as a waiver. Nothing in this enforcement section shall be constructed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

#### V. Miscellaneous Provisions.

1) Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the grantee. Grantor shall reimburse Grantee of Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include the costs which are expected and routine in scope.

2) It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance of all applicable ordinances, statutes and regulations of the Town of Richmond and the State of Vermont.

3) The Grantee shall transfer the development rights and conservation easement and restrictions conveyed by Grantors herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 of Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4) In the event the development rights and conservation easements conveyed to the Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantee in accordance with the value of their respective interests as determined by an appraisal commissioned by the Grantee at the the time of extinguishment, provided that the allocation of proceeds to Grantee shall be no less than 50% of the full fair market value. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the state through non-regulatory means.

5) In any deed or lease conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6) Grantee shall be entitled to rerecord this Grant, or to record a notice making

reference to the existence of this Grant, in the Town of Richmond land Records as may be necessary to satisfy the requirements of Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

7) The term "Grantor" shall include the heirs, executors, administrators, successors and assigns of the original Grantor, JEAN HUNTOON BRESSOR and GARY BRESSOR. The term "Grantee" shall include the successors and assigns of the original Grantee, RICHMOND LAND TRUST, INC.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, RICHMOND LAND TRUST, INC., its successors and assigns, to their own use and behoof forever, and the said Grantor, JEAN HUNTOON BRESSOR and GARY BRESSOR, for themselves and their heirs, administrators, executors, successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, they are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except easements and use restrictions of record set forth in Schedule B attached hereto and incorporated herein, and they hereby engage to warrant and defend the same against all lawful claim whatever.

IN WITNESS WHEREOF, we set our hands and seals this \_\_\_ day of \_\_\_\_\_, 1999.

Signed, sealed and delivered  
In the Presence Of:

GRANTOR

\_\_\_\_\_  
Witness as to both.

\_\_\_\_\_  
JEAN HUNTOON BRESSOR

\_\_\_\_\_  
Witness as to both.

\_\_\_\_\_  
GARY BRESSOR

STATE OF VERMONT  
CHITTENDEN COUNTY, ss.

At Richmond, this \_\_\_ day of \_\_\_\_\_, 1999, Jean Huntoon Bressor and Gary Bressor personally appeared and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**SCHEDULE A                      PROTECTED PROPERTY**

Being a portion of the same lands and premises, including farm buildings, conveyed to Grantor Jean Huntoon Bressor and Gary Bressor by Warranty Deed of Everett B. Andrews and Mary Josephine Andrews, Trustees of the Andrews Family Trust, dated October 23, 1996 and recorded in Book 100 at Pages 60-63 of the Richmond Land Records, being that portion of said premises consisting of 7.3 acres shown on the attached Plat of Survey.

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**SCHEDULE B                      EASEMENTS AND USE RESTRICTIONS**

The Protected Property is subject to the following easements and use restrictions of record:

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
  2. Rights of the public to use waterways and bodies of water as implied by the Public Trust Doctrine.
  3. The above-described lands and premises are subject to an easement given by Clarence B. Andrews to Green Mountain Power Corporation dated August 1, 1929, recorded in Volume 19, at Page 508 of the Town of Richmond Land Records.
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**SCHEDULE C                      BRESSOR PROPERTY AGRICULTURAL  
MANAGEMENT PLAN**

The Plan, drawn by Willis Design Associates, Inc., and dated May 5, 1999, is attached.

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**SCHEDULE D                      SURVEY FOR GARY BRESSOR AND  
JEAN HUNTOON BRESSOR**

The survey map, drawn by T.Bass Land Surveys, dated February 1997 and revised May 1999, is attached.

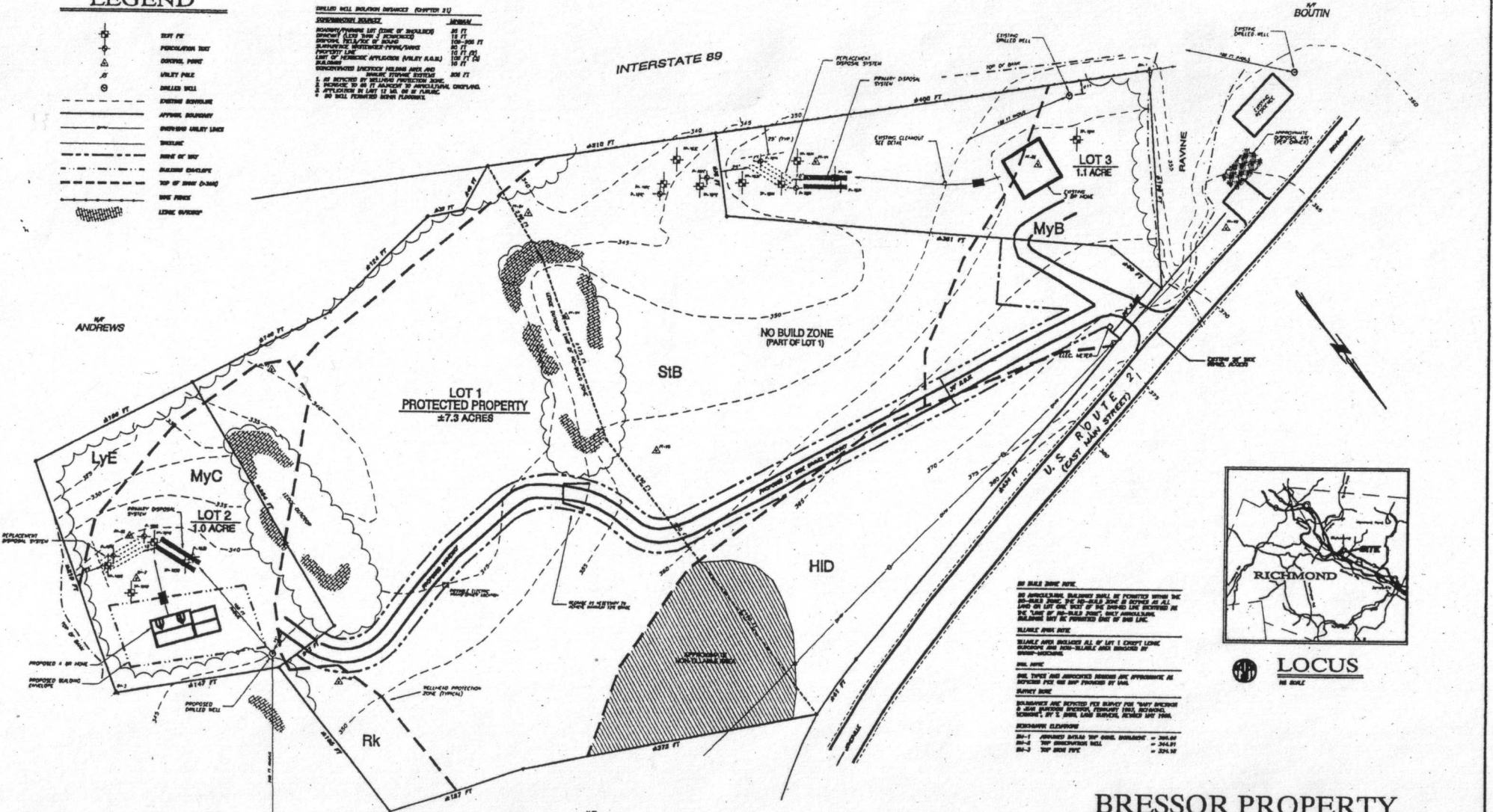
# SCHEDULE C

## LEGEND

- ⊕ 20 FT PILE
- ⊕ 40 FT PILE
- ⊕ 60 FT PILE
- ⊕ 80 FT PILE
- ⊕ 100 FT PILE
- ⊕ 120 FT PILE
- ⊕ 140 FT PILE
- ⊕ 160 FT PILE
- ⊕ 180 FT PILE
- ⊕ 200 FT PILE
- ⊕ 220 FT PILE
- ⊕ 240 FT PILE
- ⊕ 260 FT PILE
- ⊕ 280 FT PILE
- ⊕ 300 FT PILE
- ⊕ 320 FT PILE
- ⊕ 340 FT PILE
- ⊕ 360 FT PILE
- ⊕ 380 FT PILE
- ⊕ 400 FT PILE
- ⊕ 420 FT PILE
- ⊕ 440 FT PILE
- ⊕ 460 FT PILE
- ⊕ 480 FT PILE
- ⊕ 500 FT PILE
- ⊕ 520 FT PILE
- ⊕ 540 FT PILE
- ⊕ 560 FT PILE
- ⊕ 580 FT PILE
- ⊕ 600 FT PILE
- ⊕ 620 FT PILE
- ⊕ 640 FT PILE
- ⊕ 660 FT PILE
- ⊕ 680 FT PILE
- ⊕ 700 FT PILE
- ⊕ 720 FT PILE
- ⊕ 740 FT PILE
- ⊕ 760 FT PILE
- ⊕ 780 FT PILE
- ⊕ 800 FT PILE
- ⊕ 820 FT PILE
- ⊕ 840 FT PILE
- ⊕ 860 FT PILE
- ⊕ 880 FT PILE
- ⊕ 900 FT PILE
- ⊕ 920 FT PILE
- ⊕ 940 FT PILE
- ⊕ 960 FT PILE
- ⊕ 980 FT PILE
- ⊕ 1000 FT PILE

**DRILLED WELL BULKHEAD DISTANCES (CHAPTER 21)**

CONFINEMENT SOURCE	MINIMUM
BOUNDARY (WHEN NOT STATE OF EMERGENCY)	25 FT
BOUNDARY (LOW FLOW / EXCESSIVE)	15 FT
BOUNDARY (HIGH FLOW / EXCESSIVE)	100-200 FT
BOUNDARY (EXCESSIVE FLOW / EXCESSIVE)	25 FT
PROPERTY LINE	10 FT (MIN)
SEWER / WASTEWATER APPLICATION (WASTEWATER)	10 FT (MIN)
SEWER / WASTEWATER APPLICATION (WASTEWATER)	10 FT (MIN)
CONCENTRATED LIQUIDS (WASTEWATER AND OTHER TOXIC EFFLUENTS)	200 FT
1. AS DETECTED BY WELLHEAD PROTECTION ZONE	200 FT
2. INCREASE BY 50 FT (MINIMUM) TO AVOID POTENTIAL OVERFLOW	
3. APPLICATION BY LIST 12 OR 13 OF FEDERAL	
4. BY WELL FORMED SOFT FLUENTS	



**LOCUS**  
NO SCALE

**NO SCALE DATE NOTE:**  
NO AGRICULTURAL BOUNDARIES SHALL BE IDENTIFIED WITHIN THE 50-FOOT BUFFER ZONE. THE 50-FOOT BUFFER ZONE IS IDENTIFIED AS ALL LAND ON LOT ONE (SIB) OF THE BRESSOR PROPERTY SHOWN AS THE SAME SHALL BE IDENTIFIED WITHIN THE 50-FOOT BUFFER ZONE.

**WELLHEAD DATE NOTE:**  
WELLHEAD ZONE IS IDENTIFIED AS ALL OF LOT 1 EXCEPT LEAKY EVIDENCE AND NON-LEAKY WELLS IDENTIFIED BY DITCH-TO-DITCH.

**FILE DATE:**  
FILE DATE AND ASSOCIATED DRAWING ARE APPROXIMATE AS NOTED FOR THE DATE PROVIDED BY THE CLIENT.

**DATE DATE:**  
DATE DATE IS IDENTIFIED BY DATE DATE FOR DATE DATE.

**BOUNDARY DATE NOTE:**  
BOUNDARY DATE IS IDENTIFIED BY DATE DATE FOR DATE DATE.

**BOUNDARY DATE NOTE:**  
BOUNDARY DATE IS IDENTIFIED BY DATE DATE FOR DATE DATE.

**BOUNDARY DATE NOTE:**  
BOUNDARY DATE IS IDENTIFIED BY DATE DATE FOR DATE DATE.

ALL DIMENSIONS (E.C. BOUNDARY, MEASUREMENT, SCALE, ETC.) SHALL BE AS SHOWN.

AUTO-COMPUTED "AS SHOWN" FROM 3-D CONSTRUCTION AT 1-800-344-3000



PREPARED BY  
**WILLIS DESIGN ASSOC., INC.**  
P.O. BOX 95  
RICHMOND - VERMONT 05477  
PH (802) 434-3100

## BRESSOR PROPERTY AGRICULTURAL MANAGEMENT PLAN

U.S. ROUTE 2  
RICHMOND - VERMONT  
SCALE: NOTED PROJECT: 86574  
DRAWN: JTW DESIGN: JTW DATE: 5/5/99  
SHEET 1 OF 1