

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

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 ensembling 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 23rd day of July, 1999.

Signed, sealed and delivered
In the Presence Of:

GRANTOR

Willi Rj
Witness as to both.

Jean Huntoon Bressor
JEAN HUNTOON BRESSOR

WJA
Witness as to both.

Gary Bressor
GARY BRESSOR

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Richmond, this 23rd day of July, 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.

Willi Rj
Notary Public
My commission expires: 2/10/2003

RICHMOND, VT TOWN CLERK'S OFFICE
Received for record
August 6 A.D. 1999
At 7 o'clock 45 minutes A.M.
and recorded in Book 112 Page 149-155
of Land Records.
Attest: Silma L. Sedgwick
Town Clerk 199-99

ACKNOWLEDGEMENT
Return Received (including Certificates
and, if Required, Act 250 Disclosure
Statement) and Tax Paid
Signed Silma L. Sedgwick Clerk
Date August 6, 1999