

**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS
and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **RICHMOND LAND TRUST, INC.**, a Vermont nonprofit corporation with an address of P.O. Box 605, Richmond, Vermont 05477, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with an address of 58 East State Street, Montpelier, Vermont 05602 (hereinafter "Grantee") and its successors and assigns, the development rights and a perpetual conservation easement and restrictions and public access easement (all as more particularly set forth below) in a certain tract of land situated in the Town of Richmond, County of Chittenden and State of Vermont and being more particularly described in **Schedule A** (hereinafter "Protected Property").

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The conservation easement and restrictions and public access easement hereby conveyed to Grantee consist of covenants on the part of 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 and shall run with the land.

I. Purposes of this Grant and Management Plans.

- A. Statement of Purposes.
 - 1. Grantor and Grantee acknowledge that the Purposes of this Grant are as follows (hereinafter "Purposes of this Grant"):
 - (a) To conserve and protect productive agricultural land, biological diversity, important wildlife habitat and natural communities on the Protected Property and the ecological processes that sustain these natural resource values as these values exist on the date of this instrument and as they may evolve in the future.
 - (b) To provide for dispersed public outdoor recreation and educational uses that are low-impact, non-commercial and non-motorized, as well as, the quiet enjoyment of the Protected Property, provided such uses are compatible with the Purposes of the Grant.
 - (c) To conserve and protect the Protected Property's undeveloped character and scenic and open space resources for present and future generations.
 - (d) To insure that the Protected Property will be owned in perpetuity by a qualified nonprofit, municipality, public or other entity approved by Grantee.

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

68006
DECEMBER 29 A.D. 2014
At 9 o'clock _____ minutes _____ M. and recorded in
Book 227 Page 023-033 of Land Records
Attest: Maura Carr Asst. Town Clerk

2. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- (a) Provides a scenic gateway to the Village of Richmond ;
- (b) 810 feet of frontage on West Main Street, (US Route 2), a public highway with scenic vistas;
- (c) 5 acres of statewide rated agricultural soils;
- (d) 7.5 acres of wetlands;
- (e) 1060 feet of frontage on Donahue Brook;
- (f) Is used as an outdoor classroom by the Camel’s Hump Middle and Elementary Schools;
- (g) Provides public access, including a network of trails used by the school sports programs; and,
- (h) Includes the potential to develop a winter sledding hill available to the public.

Grantor and Grantee recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, and development rights, to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantee accepts such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

Grantor will, from time-to-time develop comprehensive Management Plans for the Protected Property (hereafter “Management Plans”). The Management Plans shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with the Purposes of this Grant; and,
2. Be designed to provide reasonable public access to recreational values and opportunities associated with the Protected Property; and,
3. Be consistent with the purpose of conserving biological diversity, wildlife habitat, natural communities and the ecological processes that sustain these natural resource values of the Protected Property; and,
4. Otherwise be consistent with the terms and conditions of this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall: (a) secure appropriate public input from the Town of Richmond and from the general public; (b) develop the Management Plans in a timely and responsive manner; and, (c) provide Grantee with a copy of each such Management Plan, as well as, a copy of each final adopted Management Plan.

II. Restricted Uses of Protected Property.

1. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Protected Property, except as specifically permitted in both Section III below and the Management Plans. The term structure as used in the preceding sentence shall include, but not be limited to, any telecommunications, broadcasting or transmission facility. The Protected Property shall be used for educational, non-motorized and non-commercial recreation, habitat conservation, natural area, and open space purposes only, except as specifically permitted in both Section III below and the Management Plans.

2. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including, but not limited to, signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). With prior written permission of Grantor, Grantee may erect and maintain signs designating the Protected Property as land under easement protection by Grantee.

4. The placement, collection or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at locations, if any, and in a manner which is consistent with this Grant and permitted by the Management Plans. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted.

5. There shall be no disturbance of the surface of the Protected Property 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 and provided for in the Management Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, subdivide, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee, which approval may be granted, denied or conditioned – including the condition that the Protected Property be sold for only nominal consideration – in the Grantee’s sole discretion.

7. There shall be no operation of motorized vehicles on the Protected Property except for uses specified in the Management Plans, such as for wildlife and plant management, trail grooming and/or maintenance, and for emergency purposes on existing roads or trails only. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137. Snowmobiling may be permitted at the discretion of Grantor and as provided for in the Management Plans.
8. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other waterbodies except as may be provided for in the Management Plans.
9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantee 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 land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) 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 use the Protected Property for all types of non-commercial, non-motorized, non-mechanized dispersed outdoor recreational and educational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, sliding, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans.
2. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are provided for in the Management Plans.
3. The right to use the Protected Property to conduct all activities allowed by the Management Plans, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant, and provided further that such activities are provided for in the Management Plans, such activities may include, but shall not be limited to, agriculture, the non-commercial management of vegetation and wildlife, and the use and management of the Protected Property for non-motorized, non-commercial recreation and education. This Section III(3) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

4. The right to construct, maintain, repair and replace a permeable surfaced driveway and parking area, at the location generally depicted as “Parking Area” on the Willis Hill Conservation Plan (the “Conservation Plan”), or at such other location mutually agreed upon in writing by Grantor and Grantee. Said parking area shall be used only in connection with uses permitted under this Grant and the capacity of said parking area shall not exceed fifteen (15) passenger automobiles without the prior written approval of Grantee. Prior to the commencement of construction on such parking area, Grantor shall secure the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned, provided the parking area is of a size, location and configuration which is consistent with the Purposes of this Grant as stated in Section I, above, and this Section III(4).

5. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education; including without limitation such structures and facilities as warming huts, picnic tables, benches and other seating, and other rustic shelters, and sanitary facilities); provided, however, that any such structures and improvements shall be consistent with the Management Plan(s) and the Purposes of this Grant.

6. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events.

7. The right to charge a fee or otherwise obtain consideration for uses and activities otherwise permitted by this Grant, including, but not limited to, such functions as social, fundraising, entertainment, recreational (including the use of trails) and educational activities conducted by or with the approval of Grantor, provided such fees are reasonably necessary to support Grantor’s management of the Protected Property. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plans.

8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, community entertainment, educational, agricultural, or other purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) is for uses consistent with the Purposes of this Grant, and (iii) authorizes only uses of, or actions on, the Protected Property consistent with this Grant.

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational and educational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, sliding, snowshoeing, walking, and wildlife observation) consistent

with the Purposes of this Grant and the Management Plans. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit or regulate hunting). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

V. Riparian Buffer.

The Riparian Buffer Zone consists of all lands and premises on the Protected Property lying within fifty feet (50') of the Donahue Brook (hereinafter "the Brook"), as it may exist from time to time, measured outward from the Brook from the top of the bank, as it passes over the Protected Property, and including any land located between the top of said bank and the Brook. The general location of the Riparian Buffer Zone (hereinafter "RBZ") is depicted on the Conservation Plan, and shall be subject to the following limitations and restrictions which shall supersede the foregoing Sections II and III of this Grant to the extent these limitations and restrictions are inconsistent with those sections:

The principal goal for management within the RBZ is the establishment and maintenance of a high quality buffer that provides an array of ecological benefits including, but not limited to:

- a) buffering aquatic and wetland plants and animals from disturbance;
- b) preventing wetland and water-quality degradation;
- c) providing important plant and animal habitat; and,
- d) providing organic matter, nutrients, and structure to aquatic systems.

Within the RBZ the following restrictions shall apply:

1. All vegetation management activities planned and conducted within the RBZ, including the silvicultural system, harvest timing, equipment employed, and harvest intensity, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural structure and species composition of the RBZ and other natural communities present.
 2. All vegetation management activities shall be consistent with the Purposes of this Grant and this Section. Any such activities must meet or exceed the requirements of the "Vermont Water Quality Standards."
- Grantor shall have the right to use the RBZ for all types of non-motorized dispersed recreational purposes not inconsistent with the Purposes of this Grant; however, no agricultural, forestry, residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, installed, erected or moved into the RBZ.

VI. Enforcement of the Restrictions.

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, Grantee shall have the right of reasonable access to the Protected Property. In the event that 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 by personal service or via certified mail, return receipt requested, and demand corrective action by 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 that is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs incurred in investigating the non-compliance and in securing its correction.

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 Grant, 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 a 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 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.

No delay or omission by the Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed 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.

VII. 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.
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 with all applicable ordinances, statutes and regulations of the Town of Richmond, as well as, the State of Vermont.
3. Grantee shall transfer the development rights, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or 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 that legal rights in the Protected Property, or any part thereof, are extinguished or condemned by eminent domain or other legal proceedings, Grantee shall be entitled to thirty-five and one-half percent (35.5%) of the proceeds. This percentage represents the relative contribution of Grantee to the fair market value of the Protected Property at the time of acquisition by Grantor. 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, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify 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 the 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 successors and assigns of the original Grantor, Richmond Land Trust, Inc. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.
8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board.
9. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

10. Grantor shall hold harmless, indemnify and defend Grantee against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents.

11. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

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

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions and public access easement, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT HOUSING AND CONSERVATION BOARD, its respective successors and assigns, to its own use and behoove forever and the said Grantor, RICHMOND LAND TRUST, INC., for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensembling of these presents, it is the sole owner of the premises and has 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, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

Grantor, RICHMOND LAND TRUST, INC. has caused this Grant to be executed by its duly authorized agent on this 19th day of December, 2014.

Richmond Land Trust, Inc.:

By: Wright C. Preston, Treasurer
Its Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.**

At Richmond, Vermont, on this 19th day of December 2014, personally appeared Wright C. Preston, duly authorized agent of **Richmond Land Trust, Inc.**, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of **Richmond Land Trust, Inc.**

Before me, [Signature] Notary Public
My Commission Expires: [Signature]

Approved by the Vermont Housing and Conservation Board:

12/17/2014
Date

By: 
Its Duly Authorized Agent

Schedule A

Being a portion only of all and the same lands and premises conveyed to the Richmond Land Trust by Warranty Deed of Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996, dated December 19, 2014 and recorded simultaneously herewith in the Town of Richmond Land Records; and being further described therein as follows:

“Being a portion of the same lands and premises conveyed to Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996 by Trustee’s Deed of Beverly F. Willis dated April 9, 1999 and recorded at Book 110, Page 444 of the Town of Richmond Land Records.

Being a portion of the same lands and premises conveyed to Richard T. Willis (now deceased) and Beverly F. Willis by Warranty Deed of Frank G. Westall and Dorothy M. Westall dated July 15, 1970 and recorded at Book 28, Page 26 of the Town of Richmond Land Records.”

Being an unimproved plot of land said to contain 19.53 acres, more or less, more particularly identified as “Lot 2, Adjusted Area” on a plan prepared by Button Professional Land Surveyors, PC, entitled “Plat of Boundary Line Adjustment Between Lands of Richmond Land Trust and Mount Mansfield Union School District No. 17” dated December 18, 2014, and to be recorded in the Town of Richmond Land Records.

Said lands and premises are a portion only of “Lot 2” as shown on a plat of survey entitled “Plat of Survey Showing Two Lot Subdivision of Lands of Beverly F. Willis, Trustee, 840 West Main Street, Richmond, Vermont,” dated December 27, 2011, and recorded at Map Slide 132, Page 172 of the Town of Richmond Land Records.

Said lands and premises are subject to two easements granted in the Warranty from Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996 to Robert T. and Joy Reap dated June 25, 2014 and recorded at Book 225, Page 67 of the Richmond Land Records: (a) a fifty foot (50’) wide easement for the construction, installation, repair, replacement and maintenance of utilities for the benefit of the adjoining lands now or formerly of Reap; and (b) a one hundred foot (100’) wide emergency access easement and right of way for the benefit of adjoining lands now or formerly of the Chittenden East Supervisory Union School District (f/k/a Mount Mansfield Union School District No. 17). Reference may be had to the afore-mentioned deed (225/67) for a more particular description of the easements.

The property is located on West Main Street, Richmond, Vermont (Parcel ID WM0830).