

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that I, GEORGE SAFFORD, JR., of Richmond, in the County of Chittenden, and State of Vermont, ("Grantor"), in consideration of Ten Dollars and other valuable consideration, paid to my full satisfaction by Richmond Land Trust, INC., a non-profit corporation organized under the laws of the State of Vermont ("Grantee"), by these presents do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, RICHMOND LAND TRUST, INC., and its successors and assigns forever, a certain piece of land in the Town of Richmond, County of Chittenden, State of Vermont, described as follows, viz:

Being a part of the same land and premises conveyed to George Safford, Jr. by Warranty Deed of Rollin and Maywood Bushey, dated 2 May 1960, and recorded at Book 24, Page 409-A of the Richmond Town Land Records.

More particularly being described as Parcel 1 and Parcel 2 as referred to in a plat of survey entitled "Subdivision of George Safford to be conveyed to Richmond Land Trust, Cochran Road, Richmond, Vermont, dated March 27, 1990, Trudell Consulting Engineers, Inc." which is of record in the Richmond Town Land Records. Reference is hereby made to said survey for purposes of incorporation herein.

Parcel 1 consists of land comprising 10.7 acres \pm and includes the islands; Parcel 2 consists of land comprising 42.42 acres.

Also included in this conveyance is a 60' right-of-way located along the westerly side of that portion of Parcel 3 lying south of Cochran Road; and a 60' right-of-way located along the easterly side of that portion of Parcel 3 lying north of Cochran Road. Both rights-of-way are demarcated upon the above referenced plat of survey. These two rights-of-way may only be used for pedestrian ingress and egress. These rights-of-way shall be extinguished in the event that Grantee, its successors or assigns, obtain legal and permanent access to Parcels 1 and 2 from other property.

Reference is hereby made to the above Deed and its record and to all prior Deeds and records thereof for further description of the parcel being conveyed.

Reserved from this conveyance is the right to establish, maintain and use a certain spring of water located in the southeasterly portion of Parcel 2, as referenced on said plat of survey, for purposes of supplying water to a single family residence now owned by Lawrence and Agnes Mitchell, including the right to convey this spring right to any third party. This right does not include the right to change or relocate said spring beyond a 50' radius from the site of the present spring.

The property is conveyed subject to the following **RESTRICTIVE COVENANTS**:

1. The property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only. Only selective logging in conformity with the guidelines set forth by an independent professional forester shall be allowed; no clear cutting shall be allowed except as may be required for the establishment and maintenance of trails and open areas; and, where possible, all skidding shall be done by horses. No residential, commercial, industrial, or mining activities shall be permitted. No building or other structures shall be constructed, created, erected or moved onto the property.

2. The use of motorized vehicles shall be limited to brush cutting, service and maintenance work, and for the assistance of handicapped individuals. All motorized recreational vehicles are discouraged.
3. No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines shall be constructed, developed or maintained into, on, over, under, or across the property, except those presently existing. Walking paths and maintenance roadways shall be permitted. No leach fields or other types of waste disposal systems shall be allowed on the property.

Invalidation of any provision hereof shall not affect any other provision of this Deed.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, RICHMOND LAND TRUST, INC., also to its successors and assigns, to their own use and behoof forever.

And I, the said Grantor, GEORGE SAFFORD, JR., do for myself, my heirs, executors and administrators, covenant with the said Grantee, RICHMOND LAND TRUST, INC., and its successors and assigns, that until the ensealing of these presents, I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except highway and utility easements of record; and I hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 20 day of April, 1990.

IN PRESENCE OF

Matthew J. Buckley
Witness

George Safford, Jr.
GEORGE SAFFORD, JR.

Joan M. Keeler
Witness

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Richmond this 20 day of April A.D., 1990, George Safford, Jr. personally appeared, and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me Matthew J. Buckley
April 20, 1990
3 minutes
69 Page 298-299
Carol Records
Paulita J. Gunt
 Town Clerk

NOTARY PUBLIC

ACKNOWLEDGMENT
 Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.-
 VI. Land Use & Development Plans Act Cert. Rec'd.
 Return No. 5-90
 Signed Paulita J. Gunt
 Date 5-1-90

AGREEMENT

This Agreement is between George Safford, Jr. and the Richmond Land Trust ("the Land Trust").

The Agreement pertains to a piece of property ("the property") described as Parcel 1 on a site plan entitled "Subdivision of Land of George Safford, Portion to be Conveyed to Richmond Land Trust, Cochran Road, Richmond, Vermont," dated March 27, 1989, by Trudell Consulting Engineers, and recorded in the land records of the Town of Richmond, Vermont. This site plan is also attached hereto as Exhibit A.

The property is to be conveyed to the land trust for purposes of conservation, passive recreation, and open space preservation. The Land Trust agrees that, at such time as the Town of Richmond has become a member municipality of the Winooski Valley Park District ("the Park District"), the Land Trust will, at the request of the Park District, convey to the Park District a perpetual easement or right of way over all or a portion of the property to be used for furthering the Park District's goals of establishing canoe and boat accesses, trails to the water's edge, picnic areas, and bird and wildlife sanctuaries in the Winooski River Valley.

This agreement shall be binding upon the Richmond Land Trust, its successors, and assigns in interest.

Dated at Richmond, Vermont this 27th day of April, 1990.

MAUREN J. BURKE
Witness

George Safford, Jr.
George Safford, Jr.

Witness

Louis Borie
Richmond Land Trust,
by Louis Borie, Chair