

# **Baseline Documentation Report**

September 1, 2016

**Owl's Head Farm**  
Richmond, VT

Prepared By:  
Richmond Land Trust  
P.O. Box 605  
Richmond, VT 05477

**Baseline Documentation Report Acknowledgement**

This is to certify that I, Fritz Martin, Chair (Richmond Land Trust/Grantor), duly authorized agent of Richmond Land Trust, and I, Jonathan Downer (Owl's Head Farm representative/Grantee), duly authorized agent of Owl's Head Farm, do accept and acknowledge the following document, including the attached photographs as being, to the best of our respective knowledge, an accurate description of the physical features and current land uses on the subject property, and we affirm that there are no activities ongoing on this property that are inconsistent with the covenants in contained in the Grant of Development Rights and Conservation Restrictions, dated September \_\_, 2016, and recorded shortly thereafter in the Richmond Land Records.

By: [Signature]  
Fritz Martin  
Chair, Richmond Land Trust  
9/1/2016  
Date

[Signature]  
Witness  
9/1/16  
Date

By: [Signature]  
Jonathan Downer  
Duly Authorized Representative  
Owl's Head Farm  
Sept. 1, 2016  
Date

[Signature]  
Witness  
9/1/16  
Date

## Owl's Head Farm Richmond, Vermont

### Introduction

The purpose of the enclosed information is to describe the physical features and current land uses of the 26.23 acres of protected land (hereinafter "Protected Property") on which a Grant of Development Rights and Conservation Restrictions is to be conveyed by Lawrence Copp, Patricia Weaver, and Jonathan and Patricia Downer (Grantor) to the Richmond Land Trust (Grantee) on September \_\_\_\_, 2016.

The report is based, in part, on a documentation visit by Lou Borie on August 11, 2016.

### Purpose for Protection of Property

Grantor and Grantee acknowledge that the Purposes of this Grant are as follows:

1. The principal purposes of this Grant is to conserve productive agricultural lands, wildlife habitats, non-commercial recreational opportunities and activities, and other natural resource and scenic values of the Protected Property.

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

- a) 20 acres of statewide important soils;
- b) 430 feet of frontage on Hillview Road, a public highway with scenic vistas;
- c) is in the vicinity of one other property previously protected by Grantee;
- d) scenic views of Owl's Head;
- e) 6.9 acres of Class 2 wetlands; and
- f) wildlife habitats and watercourses.

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.

### Description and Current Use

The Protected Property is located in the south-central part of the Richmond, Vermont, a town with a population of just over 4,000 residents. The property is a flat to gently sloping agricultural field (~26-acres) with cultivated blueberries, scattered hardwoods, and a small stand of white pines (< 1-acre) in the southeastern corner. The elevation varies from a low of 640 feet above sea level at the low point on Blueberry Farm Road just after entering the property, to a high point of 700 feet asl at the southern boundary of the property adjacent to the blueberry bushes.

An unnamed stream forms the northwestern boundary of the property before it flows westward across the property and eventually to the Huntington River, approximately ½ mile away. The stream is bordered by Class 2 wetlands mapped as part of the Vermont Significant Wetland Inventory. Several drainage ways and associated Class 2 wetlands empty into the unnamed stream.

The Protected Property is one of 21 parcels identified by the 2012 Richmond Town Plan as devoted to farming. The property contains 20 acres of statewide important agricultural soils (Duane and Deerfield, Au Gres, and Colton series) and 6.9 acres of Class 2 wetlands.

The Protected Property has been in agricultural use since the 1940s when a former owner operated a dairy farm. The current owners purchased the property in 1979 to develop a pick-your-own blueberry farm, planting blueberry bushes throughout the 1980s. Approximately 5 acres of blueberries (3000 bushes) are currently under cultivation. The farm is open to the public early mid-July to late- August for picking, with music nights scheduled on Tuesday nights. A small blueberry sales building is located at the center of the Property next to an equipment shed. Both buildings are on skids and can be moved. The adjacent fields are mowed to provide customer parking.

The Protected Property is bordered on all sides by a combination of open and wooded, low density, rural residential properties, several of which are under active forest management. An electric fence surrounds the majority of the property to keep unwanted animals from the blueberry bushes. Blueberry Farm Road, a private rural road, divides the Protected Property in half, with a motorized gate at either end of the road at the property boundaries to control vehicular access and wildlife intrusion.

The Protected Property provides scenic views of Owl's Head, a prominent hillside directly across Hillview Road to the north, and more distant views of Camel's Hump Mountain to the east.

### **Restricted Uses of Protected Property**

The following activities are restricted on the Protected Property, except as specifically permitted in Grant of Development Rights and Conservation Restrictions.

1. The Protected Property shall be used for agricultural, educational, recreation, and open space purposes only. No residential, commercial, industrial, motorized recreational 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 under this Grant. In the event the agricultural land on the Protected Property lies fallow for more than two years, Grantor shall cooperate with Grantee to ensure that the land remains in an 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 Grantor is unable to maintain the property in an open condition; however, no obligation shall be imposed upon Grantor or Grantee to maintain the land in an open condition.

2. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other 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, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant and on the Owls Head Farm Conservation Plan. Grantee may grant permission for Grantor to grant any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are 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 indicating the name of the Protected Property, boundary markers, directional signs, signs regarding 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, political or religious signs, and signs informing the public of any rural enterprise approved pursuant to Section III below. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of 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 such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The on-site storage and spreading of agricultural inputs including, but not limited to, lime, fertilizer, pesticides, compost or manure for agricultural practices and purposes, the storage of feed, and the temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal shall be permitted without such prior written approval.

5. 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 subsurface oil, gas, or other minerals be permitted.

6. Unless otherwise specifically permitted in this Grant, the Protected Property shall not be subdivided, partitioned or conveyed in separate parcels without the prior written approval of Grantee, which approval may be granted, conditioned, or denied in Grantee's sole discretion. Grantee's right to approve a subdivision under this Section III(6) is in addition to, and is not superseded by Grantee's rights to approve a subdivision under any other provision of this Grant permitting a subdivision of the Protected Property.

7. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent 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.

## Permitted Uses of Protected Property

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

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, nursery, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain and repair gravel or other permeable surfaced access roads for these purposes; provided, however, that Grantor shall secure the written approval of Grantee prior to any clearing of forest land to establish fields, orchards, or pastures. Grantee's approval shall not be unreasonably withheld or conditioned, provided that such clearing is consistent with (a) the Purposes of this Grant.

2. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by Grantee.

3. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. Prior to undertaking a streambank stabilization project or placing any structure within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantee of Grantor's intent to do so. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

4. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-motorized, non-commercial recreational activities within and across the Protected Property. Non-commercial snowmobiling may be permitted at the discretion of Grantor. All-terrain vehicles may be permitted by Grantor only in those circumstances as expressly provided in Section III(7) below.

5. The right to conduct rural enterprises consistent with the Purposes of this Grant, especially the economically viable use of the Protected Property for agriculture, open space and the conservation of agriculturally productive land. In connection with such rural enterprises, the right to construct, maintain, repair, enlarge, replace and use permitted structures with associated utility services, drives and appurtenant improvements. These structures shall be non-residential and not inconsistent in number, nature, size and intensity of use of each such structure or improvement with the Purposes of this Grant. No use or structure contemplated under this Section III(6) shall be commenced, constructed or located without first securing the prior written approval of Grantee, which approval shall not be unreasonably withheld by Grantee. All structures and uses shall conform with all applicable local, state and federal ordinances, statutes

and regulations. Grantee's approval may be conditioned upon, without limitation, receipt of copies of any necessary governmental permits and approvals that Grantor obtains for such use or construction.

6. The right to use all-terrain vehicles on the Protected Property for the limited purposes of agriculture and forestry. Grantor also may permit the use of all-terrain vehicles on the Protected Property only for non-commercial recreational purposes and only by Grantor, Grantor's immediate family and guests, and Grantor's employees. Notwithstanding anything to the contrary contained herein, Grantee shall have the right to prohibit the use of all-terrain vehicles on the Protected Property if such use has an undue adverse impact on the Protected Property in light of the Purposes of this Grant as determined by Grantee in its sole discretion.

7. The right to construct, maintain, repair, replace, relocate, improve and use systems for disposal of human waste and for supply of water for human consumption (collectively "systems") on the Protected Property for not more than one single family residence which may be located on land owned by the original Grantor herein at the date of this Grant but excluded from the Protected Property under Schedule A hereto ("Exclusion").

Any such systems may be constructed, maintained, operated, repaired, replaced, relocated or improved on the Protected Property only if there does not exist within the Exclusion any suitable location for such systems, under the Vermont Department of Environmental Conservation Wastewater System and Potable Water Supply Rules or the then applicable law or regulations governing Systems (collectively "the Rules"), as determined by a person authorized to make such determination under the Rules retained at Grantor's sole cost and expense. Grantor shall first obtain the written approval of Grantee for the location, relocation, replacement or improvement of such systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

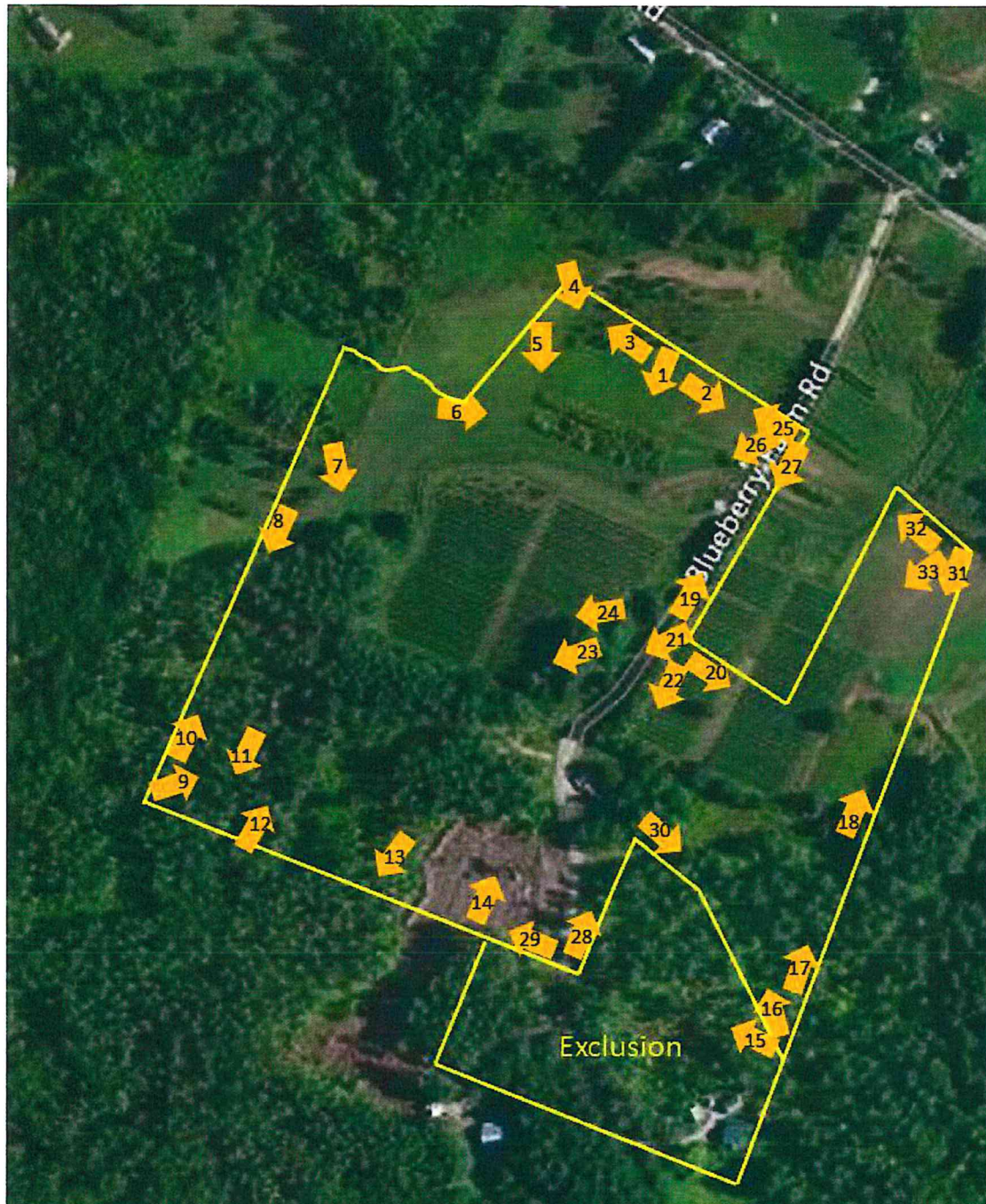
- a) All reasonable attempts to locate, relocate, replace or improve the systems within the Exclusion in a manner that complies with the then current Rules are exhausted; and
- b) Such systems are located in a manner consistent with the Purposes of this Grant and especially minimize the loss of agricultural soils; and,
- c) Such Systems are designed by a person authorized to do so under the Rules retained at Grantor's sole cost and expense, certified by such person as complying with the Rules, installed in compliance with the Rules, certified by person authorized to do so under the Rules as being installed in accordance with the certified design and approved in accordance with all the then applicable Rules.

This is only a summary; for a complete description of permitted uses, refer to the Grant of Development Rights and Conservation Restrictions.

## References

- ◆ Grant of Development Rights and Conservation Restrictions

Map showing location of photo points on Owl's Head Farm Property





### Photo points on Owl's Head Farm Property

*All photos taken by Lou Borie, 8/11/2016 and 8/25/2016*



Photo 1: Blueberry Farm Road, facing S



Photo 2: View along Hillview Rd. frontage facing E



Photo 3: View along Hillview Rd. frontage, facing W



Photo 4: View from property corner, facing SE



Photo 5: View from property line, facing S



Photo 6: Stream and wetland, facing E



Photo 7: View of open meadow facing SE



Photo 8: View along property line, facing SW



Photo 9: View from property corner showing Blueberry bushes, facing NE



Photo 10: View along property line, facing N



Photo 11: Blueberries



Photo 12: View of blueberry bushes and music stage, facing N



Photo 13: Gate at southern property line, facing S



Photo 14: Blueberry picking area and parking, facing N



Photo 15: View from property corner, facing W



Photo 16: View from property corner, facing NW



Photo 17: View from property corner, facing NE



Photo 18: View along property line, facing NE



Photo 19: View from property corner, facing SE



Photo 20: View from property corner, facing NE



Photo 21: View from property corner, facing SW



Photo 22: Blueberry bushes, facing S



Photo 23: Sales shed, facing SW

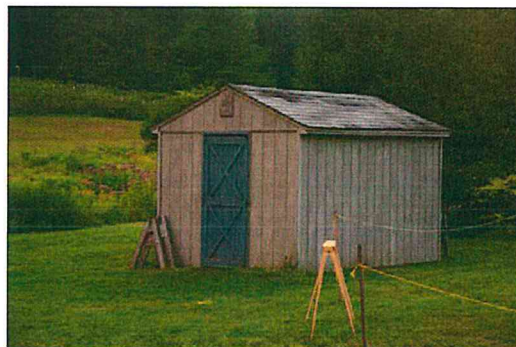


Photo 24: Storage shed, facing W



Photo 25: View along Hillview Rd. from property corner, facing NW



Photo 26: View from property corner, facing SW



Photo 27: View from property corner, facing SW



Photo 28: View from property corner, facing N



Photo 29: View from property corner, facing W



Photo 30: View from property corner, facing SE



Photo 31: View from property corner, facing SW

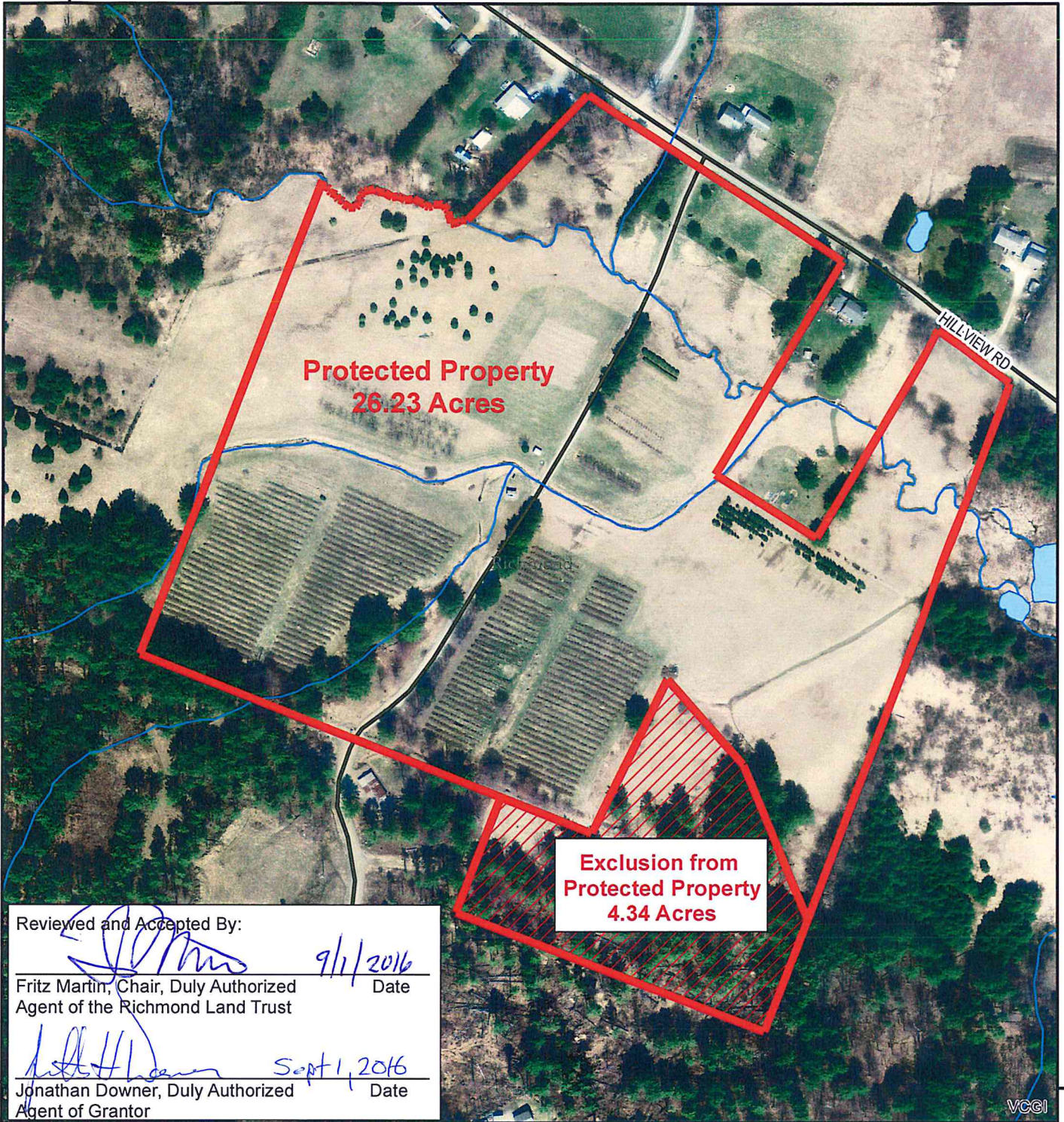


Photo 32: View from property corner, facing NW, along Hillview Rd.



Photo 33: View from property corner, facing SW

73°10'W



Reviewed and Accepted By:

Fritz Martin, Chair, Duly Authorized Agent of the Richmond Land Trust

*[Signature]* 9/1/2016

Date

Jonathan Downer, Duly Authorized Agent of Grantor

*[Signature]* Sept 1, 2016

Date

44°22'0"N

VCGI

# Owl's Head Farm Conservation Plan

Town of Richmond

Richmond Land Trust

August 2016

This map is not a survey or subdivision plat and should not be used or construed for such purposes. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the boundaries of the protected property and showing the approximate location of any excluded lands.

1:3,000

0 0.0275 0.055 0.11 Miles

N



### Legend

- Owl's Head Protected Property-26.23 Acres
- Owl's Head Exclusion from Protected Area-4.34 Acres