

97790

GRANT OF DEVELOPMENT RIGHTS, and CONSERVATION RESTRICTIONS

WHEREAS, Gordon B. and Kay B. Stensrud are the owners in fee of certain real property in Richmond, in Chittenden County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 133 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, the RICHMOND LAND TRUST, INC. is a publicly supported non-profit corporation incorporated under the laws of the State of Vermont, and qualified under Sections 501(c)(3) of the Internal Revenue Code, whose purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific and natural resources of the state through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic health of Vermont is closely linked to its agricultural and forest lands, which not only produce food products, fuel, timber and other products, but also provide much of Vermont's scenic beauty, upon which the state's tourist and recreation industries depend; and

WHEREAS, the State of Vermont has repeatedly sought to foster the conservation of the state's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution #43 adopted by the House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of this property as open space land is consistent with and in furtherance of the town plan adopted by the Town of Richmond, the regional plan adopted by the Chittenden County Regional Planning Commission, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the Gordon B. and Kay B. Stensrud, both of Richmond, Chittenden County, Vermont, on behalf of themselves and their heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to their full satisfaction by the Richmond Land Trust, Inc., 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 assigns (hereinafter "Grantee"), forever, the development rights and a perpetual conservation easement and restrictions (as more particularly set forth below) in a certain tract of land situated in the Town of Richmond, Chittenden County, State of Vermont (hereinafter "Protected Property"), 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 land and run with the land. Grantee accepts such covenants in order to achieve the Purposes set forth in Section I, below.

I. Purpose of this Grant

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

1) To contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs;

2) The principal objectives of this Grant are to conserve productive agricultural and wood lands, wildlife habitats, non-commercial recreational opportunities and activities, and other natural resource and scenic values of the Protected Property.

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

- (i) _____ acres of prime and statewide agricultural soils;
- (ii) Approximately 2800 feet of frontage on Hillview Road (Town Highway # 9) and 500 feet of frontage on Williams Hill Road (Town Highway #20), and affording the traveling public with pastoral views of the property.

(4) Recognizing that conservation of productive forestry resources is an objective of this Grant, and that both the resource values of the Protected Property and responsible forest management standards will evolve over time, the forest management objectives of this Grant are:

(a) Manage forest stands for long rotations which maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, of high quality sawlogs while maintaining a healthy, and biologically diverse forest. Grantor and Grantee acknowledge that site limitations and biological factors may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs.

(b) Conduct forest management and harvesting activities (including the establishment, maintenance and reclamation of log landings and skid roads) using the best available management practices in order to prevent soil erosion and to protect water quality.

Grantor and Grantee recognize these agricultural, silvicultural, scenic and natural values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation easement and 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, silvicultural, 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 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.

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 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 the 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.

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 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 an accessory use approved pursuant to Section III below. 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 one parcel without the prior written permissions of the Grantee, except for the subdivision of the parcel into two lots divided by Hillview Road which is allowed without prior written permission.

8) 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 thereon, 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 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 on the Protected Property, and the right to harvest firewood for use on the Protected Property, or for use on adjacent lands owned by the Grantor.

3) The right to perform other forest management activities, and to harvest timber and other wood products, and to construct, maintain and repair access roads for these purposes, provided:

a) All such activities are conducted in accordance with the Forestry Plan requirements of Section IV below; and

b) During any road construction, or harvesting and skidding of wood products, Grantor shall employ the applicable practices recommended in the AMPS, or such successor standard approved by the Grantee.

This clause shall not be interpreted to require Grantor to harvest, but only to require that any such harvest be conducted in accordance with a Forestry Plan should Grantor elect to harvest.

4) 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 the Grantee. Grantee's approval shall not be unreasonable withheld or conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant.

5) 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.

6) 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.

7) The right to maintain, occupy, use, repair and improve one (1) existing camp structure and associated small outbuildings situated on the Protected Property (and the access roads to the camp), provided that such structure:

- (a) Shall not be improved by the provision of electrical or other public utility services.
- (b) Shall not be used for year-round, continuous residential occupancy.
- (c) Does not exceed 800 square feet of floor space.

8) The right to construct and maintain no more than four (4) subsurface waste disposal systems on the Protected Property for the benefit of four (4) single family residences in existence or to be constructed on lands owned by the original Grantor, which lands are adjacent to but excluded from the Protected Property (hereinafter the "excluded property"). Such systems may be constructed only if there does not exist, within the excluded properties, as described in Schedule A attached hereto and incorporated herein, a suitable location for disposal of waste in accordance with then applicable State and Local regulations all as determined by a qualified engineer retained at Grantor's expense. Grantor shall obtain the prior written approval of Grantee before commencing construction on such system, which approval shall not be unreasonably withheld or conditioned, provided that:

- a) All reasonable attempts to locate a sanitary disposal system and field, conventional and mound, on the excluded property are exhausted; and
- b) Such replacement system and field are located in a manner consistent with the Purposes of this Grant and which minimize the loss of agricultural and forestry potential or scenic beauty of the Protected Property; and
- c) Such replacement system and field shall be designed by a qualified engineer or certified technician retained at Grantor's expense, and shall be in accordance with all of the then applicable State and Local ordinances, statutes and regulations.

9) The right to construct and maintain no more than six (6) water supply systems on the Protected Property for the benefit of:

- a) Four (4) single family residences in existence or to be constructed on lands owned by the original Grantor, which lands are adjacent to but excluded from the Protected Property (hereinafter the "excluded property");
- b) An existing single family residence currently owned by Richard L. and Janet S. Bonneau; and
- c) An existing single family residence currently owned by Kevin L. and Brenda L. Emmons.

Such water systems may be constructed only if there does not exist, within the above properties, as described in Schedule A attached hereto and incorporated herein, a suitable source for water. Grantor shall obtain the prior written approval of Grantee before commencing construction on such system, which approval shall not be unreasonably withheld or conditioned, provided that:

- a) All reasonable attempts to locate a water source on the excluded property are exhausted; and
- b) Such water system is located in a manner consistent with the Purposes of this Grant and which minimize the loss of agricultural and forestry potential or scenic beauty of the Protected Property; and
- c) Such water system shall be in accordance with all of the then applicable State and Local ordinances, statutes and regulations.

IV. Forest Management Plans and Forestry Provisions.

1. General Requirements.

Section III #3 requires Grantee's approval of a Forest Management Plan prior to the harvest

of timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected Property). The Forestry Plan shall be updated at least once every ten (10) years if the Grantor intends to harvest timber or other wood products. Grantor shall amend the Forestry Plan in the event Grantor proposes a treatment not included in an approved Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in an approved Forestry Plan. Grantee's approval of the Forestry Plan shall not be unreasonably withheld or conditioned if the Forestry Plan has been prepared or approved by a Professional Forester and if the Forestry Plan is consistent with the Purposes of this Grant.

2. Plan Requirements.

The Forestry Plan shall include the following elements (except that those elements of the Forestry Plan which do not change need not be resubmitted in updates or amendments to the Forestry Plan):

- a) Grantor's forest management objectives;
- b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
- c) Forest stand ("treatment unit") descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment); and
- d) Plant and wildlife considerations (identification of known significant habitats and management recommendations).

Disapproval by Grantee of a Forestry Management Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantee, may approve a heavy cut in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of trees, promote natural regeneration, or establish or re-establish a field, orchard or pasture. "Heavy cut" shall mean the harvesting of wood products below the "C-Line" or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Service Guidelines for the Northeast or by applying a similar, successor standard approved by Grantees.

V. 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.

VI. 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 or 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. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, on request, provide Grantor with a written certification in recordable form memorializing said approval.

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 Grantor herein only to a qualified conservation organization that agrees to enforce the conservation Purposes of this Grant, in accordance with 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 using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property encumbered by this grant, as determined by any qualified appraisal performed at the direction of Grantor in the year of this conveyance. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific and natural resources of the town of Richmond 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 and restrictions 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, Gordon B. and Kay B. Stensrud. 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, Gordon B. and Kay B. Stensrud, 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 those of record, 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 30 day of March, 2000.

Signed, sealed and delivered
In the Presence Of:

Kevin Emmons
Witness to Gordon B. Stensrud
Ko Kevin Emmons
Witness to Kay B. Stensrud

Gordon B. Stensrud
GRANTORS
Janet S. Bonneau, POA
Gordon B. Stensrud
Kay B. Stensrud
Kay B. Stensrud

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Richmond, this 30 day of March, 2000, Gordon B. and Kay B. Stensrud personally appeared and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed. Before me,

Wilma E. Godfrey
Notary Public
My commission expires: 2/10/03

RICHMOND TOWN CLERK'S OFFICE
Received for record
March 31 A.D. 2000
At 8 o'clock 30 minutes A.M.
and recorded in Book 114 Page 525
of Land Records. 534
Attest: Wilma E. Godfrey
Town Clerk

ACKNOWLEDGEMENT
Return Received (including Certificates
and, if Required, Act 250 Disclosure
Statement) and Tax Paid
Signed Wilma E. Godfrey Clerk
Date March 31, 2000

**SCHEDULE A
PROTECTED PROPERTY**

Being all and the same lands and premises conveyed Grantors by warranty deed of Marshall R. and Geraldine Raymond, dated December 21, 1956, and recorded in Book 24, Page 112 of the Richmond Land Records, excepting and excluding the following properties that had been deeded prior to this Grant of Development Rights and Conservation Restrictions:

1. Approximately 3.6 acres conveyed by warranty deed to Cecil H. and Erma A. Haley, dated August 21, 1968, and recorded in Book 27, Page 45 of the Richmond Land Records.
2. Approximately 3.3 acres conveyed by warranty deed to Roger W. and Shirley L. Stevens, dated June 30, 1972, and recorded in Book 29, Page 162 of the Richmond Land Records.
3. Approximately 3 acres conveyed by warranty deed to Cecil H. and Erma A. Haley, dated August 30, 1976, and recorded in Book 32, Page 182 of the Richmond Land Records.
4. Approximately 11 acres conveyed by warranty deed to Richard L. and Janet S. Bonneau, dated July 28, 1981, and recorded in Book 40, Pages 266-268 of the Richmond Land Records.
5. Approximately 10.2 acres conveyed by warranty deed to Kevin L. and Brenda L. Emmons, dated June 13, 1984, and recorded in Book 46, Pages 209-210 of the Richmond Land Records.

Also excepting and excluding the following properties provided that a total of no more than four single-family housesites shall be constructed and maintained on said excluded properties:

1. A lot of 10.1 acres located on Williams Hill Road including all the road frontage from the Gifford land (formerly the second Haley land) to the McCarthy land and to a depth necessary to create a lot of 10.1 acres. This site may be subdivided into no more than two lots and may have a total of no more than two single-family residence on the 10.1 acres.
2. A lot of one acre with the existing house. This lot shall have 208 feet of road frontage on Hillview Road and a depth necessary to create a lot of 1 acre. This lot is restricted to one single-family residence.
3. A lot of approximately 3 acres that adjoins the first Haley lot created on Hillview Road. This shall have frontage on Hillview Road to a point where the boundary line for this lot will align with the major portion of the existing northwest boundary line of the Protected Property. This lot is restricted to one single-family residence.

Grantee shall have the right, but not the obligation, to enforce the above-described limitation of not more than four residences on said excluded properties.

Meaning and intending to include in this description of the Protected Property all the land with buildings and improvements thereon generally described as containing 133 acres, more or less, lying on both sides of Town Highway # 9 (also known as Hillview Road), in the Town of Richmond, Vermont.

Reference may be made to the above described deed and record, and to the deeds and records referred to therein, in further aid of this description.