

Draft Date: 4-29-20

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, the Town of Richmond is the owner in fee of certain real property in Richmond, Chittenden County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property, which exists in a substantially undisturbed natural state, possesses significant natural, ecological, scenic, habitat, and open space values (collectively, "conservation values") which reflect the unique character of the Town of Richmond and are of great importance to the Grantee, the people of Richmond, and the State of Vermont; 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) and 170(h) of the Internal Revenue Code, whose principal purpose is to preserve undeveloped and open space land in order to protect the scenic, recreational, cultural, educational, and natural resources of the State through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, it has been the policy of the State of Vermont 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 Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and Title 6 V.S.A. Chapter 207, Subchapter 2 (Working Lands Enterprise Program); and

WHEREAS, land conservation also protects scenic, cultural and historic values and provides opportunities for spiritual renewal, contemplation and other forms of non-intrusive, quiet recreation; 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 10 V.S.A. §§ 821 and 6301;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that the Town of Richmond, a municipality in Chittenden County, Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to its full satisfaction by the RICHMOND LAND TRUST, INC., does 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, 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 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 development rights hereby conveyed are rights and interests in real

property pursuant to 10 V.S.A. §§ 823 and 6303. The conservation easement and restrictions 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 the land and run with the land. Grantee accepts such covenants in order to achieve the Purposes set forth in Section I, below.

I. Purposes of this Grant.

Grantor and Grantee acknowledge that the Purposes of this Grant are generally 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 thereby yielding a significant public benefit; and specifically the Purposes of this Grant are as follows:

1. The principal purpose of this Grant is to safeguard biological diversity by protecting the Property's environments and ecological processes, including those described herein; support viable populations of native species and their habitats; and preserve and restore the wild qualities and natural beauty of the majority of the Property as free from human influence, disturbance, noise, artificial light and pollution as practicable.

2. The secondary purpose of this Grant is to conserve wood lands and open lands, wildlife habitat, and other natural resource values of the Protected Property for the scenic and recreational benefit of the public.

3. To advance these purposes by conserving the Protected Property because it possesses the following attributes:

- a) Cultural features including the homestead foundation site, well and spring of the old Cunningham family farm and related stone walls located just west of the old Cunningham barn foundations on the adjacent Jericho Underhill Land Trust conserved parcel;
- b) A diversity of habits for wildlife species common to the Northern Forest region;
- c) Represents a small but critical connecting part of the Chittenden County's core wildlife habitat and acts as a keystone (with other adjoining conserved parcels) in an array of habitats sustaining and linking the biodiversity of an expanse of conserved lands in the Chittenden County Uplands, a region that stretches from and provides connectivity between the lower-elevations forest, wildlife habitat and natural communities of the Winooski River and Champlain Valley and those of the Green Mountains;
- d) Has long served as a local deer hunting area along with the adjoining forested parcels;
- e) Located in a predominantly rural and undeveloped part of Richmond;
- f) Adjacent to the VAST Trail;
- g) Surrounded by other properties previously protected with conservation and public access easements held by the State of Vermont and other conservation organizations.

Grantor and Grantee recognize these scenic and natural resource values of the Protected Property by the conveyance of the conservation easement and restrictions and development rights, to prevent the use, fragmentation, or development of the property for any purpose or in any manner which would conflict with the maintenance of these scenic and natural resource values. Grantee accepts such conservation easement and restrictions and development rights in order to conserve these values for present and future generations.

The purposes set forth above in this Section I are hereinafter collectively referred to as the "Purposes of this Grant."

II. Permitted Uses of the Protected Property.

Permitted Uses Not Requiring a Management Plan include:

1. The right to engage in activities such as hiking, wildlife observation, snowshoeing, cross-country skiing, ecological educational opportunities, and the quiet enjoyment and contemplation to enjoy and learn from the wild and scenic nature of the Property through minimal impact, non-mechanized nature recreation;
2. The right to mark and maintain boundaries, and erect signs prohibiting illegal public uses of the property, so long as the location and manner of the marks and signs are approved by the Grantee.
3. The right to monitor and study ecological conditions.
4. The right to permit otherwise prohibited acts and uses if necessary for emergency public safety and law enforcement activities.
5. The right to inventory, qualify, and sell carbon sequestration credits that may result from its conservation of the property as provided in this easement.
6. Hunting according to all local, state, and federal regulations.

III. Prohibited Acts and Uses

In accordance with the Purposes set forth above, and subject to the exceptions set forth in Section IV, all acts and uses are prohibited on, above, through, or below the Property except for the Permitted Uses. This prohibition includes, but is not limited to, those acts and uses specifically listed below:

1. Residential, commercial, or industrial activities of any kind;
2. Constructing or placing any temporary or permanent structure, facility, improvement, or object, including but not limited to, any building, dwelling, mobile home, tennis court, landing strip, swimming pool, fencing, bridge, culvert, asphalt or concrete pavement or any other impervious surface, bulkhead, wind generating facility, hydropower generating facility, commercial sign, billboard, or other advertising display, antenna, utility pole, telecommunication or other tower, conduit, utility line, piling, permanent lighting, parking lot or sewage disposal system, picnic tables, trash cans, benches, tent platforms, or latrines;
3. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock, oil, gas, stones and stone walls, or other mineral resource or natural deposit;
4. Constructing, bulldozing, disking, plowing, harrowing, ditching, scraping, excavating, drilling, stabilizing, or terracing banks or other topography, or otherwise destroying or altering the natural topography or soils;
5. Cutting, trimming, removing, digging, scraping, or otherwise destroying trees or other vegetation;
6. Placing, filling, spraying, storing, injecting, or dumping on or applying chemicals (including but not limited to fertilizers, insecticides and herbicides, as defined under applicable federal or state law), or any toxic or hazardous substances or materials;

7. Placing, filling, spraying, storing, injecting or dumping on or applying trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris, or any other unsightly or offensive material, or the installation of underground storage tanks;
8. Polluting, altering, depleting, diverting, siphoning, channeling, leveling, filling, drilling, diking, ditching, damming, draining, extracting, or manipulating of any surface water, ground water, or wetland;
9. Altering or manipulating the hydrological regime (timing, duration, frequency, magnitude, or extent of hydrological processes such as natural flooding or drying);
10. Conveying water rights for purposes other than ecological conservation, and then only with Grantee's prior written approval and as provided in the Management Plan;
11. Constructing new roads or trails, except as may be permitted in Section IV;
12. Operating, allowing operation of or encouraging the use of motorized or mechanized vehicles, including but not limited to off-road vehicles, dune buggies, snowmobiles, trail, or other bicycles, motorized boats, jet skis, or all-terrain vehicles; except as permitted in Section IV;
13. Activities that leave behind tools or structures, such as rock climbing, camping, or fires, except as permitted in Section IV;
14. Purposefully introducing non-native species of plant or animal as defined by up to date publications applicable to floras and faunas in Vermont;
15. Planting or broadcasting any genetically modified organisms, transgenic organisms, or organisms replicated through genetic manipulation such as cloning;
16. Managing for forest products or other natural resources extraction or primarily to favor game species;
17. Grazing or farming on the property and horseback riding.
18. Any other use of or activity that, in the sole judgment of the Grantee, would materially impair the Property's Ecological Integrity or adversely impact the other Purposes of this Easement;
19. The legal or de facto dividing, subdividing, or partitioning of the Property except to convey part of the Property to another qualified conservation organization or public entity for conservation purposes in keeping with the Purposes of this Easement;
20. Including the Property as part of a gross tract area of another property for the purposes of determining density, lot coverage, open space or land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density, or transferring development rights which have been encumbered or extinguished by this Easement to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.
21. 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.

IV. Exceptions to Prohibited Acts and Uses of the Property

Certain acts and uses prohibited in Section III may be permitted if approved by and not inconsistent with the then current Management Plan as specified under this Section IV, unless exempted from the Management Plan under Section II.

Exceptions to Otherwise Prohibited Acts and Uses that may be allowed if under and in accordance with a Management Plan include:

1. The right to undertake limited removal of trees and vegetation as necessary for permitted uses such as the construction and maintenance of trails and for the safety of the public. The right to remove and replant trees and vegetation solely for the purpose of restoring damaged natural communities and controlling the spread of invasive species, diseases or blights, provided such measures are incorporated into a Management Plan and are designed to minimize adverse effects on the ecological integrity of the property and the other Purposes of this Easement. Emergency rapid response for the removal of newly identified invasive species may be undertaken by the Grantor without inclusion in a Management Plan, Grantor shall provide notice to Grantee prior to any emergency rapid response activities. A motorized vehicle, horses, or motorized equipment may be used for such activities if no feasible alternative exists to undertake such activities using more primitive means.
2. The right to control or remove by legal means for ecological reasons, non-Native or pest species of plant or animal, including feral animals, or to control disease outbreaks, and to restore areas impacted by such activity with native flora, provided such measures are incorporated into a Management Plan and are designed to minimize adverse effects on the ecological integrity of the property and the other Purposes of this Easement. If such control or removal involves the use of insecticides, herbicides or other biocides, such application shall be by the narrowest spectrum, least persistent material appropriate for the target species, and shall be consistent with the Purposes of this Easement. The use of any pesticides in the neonicotinoid family is prohibited.

V. Management Plans

Grantor may, at its discretion and in conjunction with Grantee, develop comprehensive Management Plans, including updates, revisions and amendments, for the Protected Property (hereafter "Management Plan").

Any Management Plan 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. Address any situations where the Grantor deems it necessary to take actions to protect or restore the Property's conservation values as defined in Section I or to accommodate Exceptions to Otherwise Prohibited Acts and Uses as provided in Section IV.
5. 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 Plan in a timely and responsive manner; and, (c) provide Grantees with a copy of each such Management Plan, as well as, a copy of each final adopted Management Plan.

VI. Enforcement of the Covenants and 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 via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. If Grantee, in its sole discretion, determines that the event or circumstance of noncompliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as provided in the Purposes of this Grant, then Grantee may pursue its rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance but which has caused Grantee to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantee's request, reimburse Grantee for all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle 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 Grantee to corrective action on the Protected Property. If such Court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs, and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantee promptly upon learning of them. Nor shall Grantee institute any enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies against any third party responsible for an event or circumstance of non-compliance with this Grant and Grantor shall, at Grantee's direction, assign its right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

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 and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair 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 termination of said prior owner's ownership of the Protected Property.

VII. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where 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 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 those 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. 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.

3. If circumstances arise in the future that make the achievement of the purposes of this Grant impossible or impractical to accomplish, this Grant may be extinguished or terminated by eminent domain in whole or in part only in accordance with the laws of the State of Vermont, the Internal Revenue Code, as amended, and the regulations promulgated thereunder. In the event the development rights or conservation restrictions conveyed to Grantee herein are so extinguished or terminated by eminent domain or judicial proceedings, Grantee shall be entitled to a share of the proceeds of any sale or exchange of the Protected Property formerly subject to this Grant according to the proportional value of Grantee's rights and interests in the Protected Property. 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 as a whole, as determined by a qualified appraisal performed at the direction of Grantor effective as of the date of this conveyance in accordance with the requirements for a federal income tax deduction allowable by reason of this Grant pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the proportionate value of Grantee's rights shall remain constant. Grantee shall use any such proceeds in a manner consistent with the conservation purposes of this Grant.

4. In any deed 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 Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

5. Grantee shall be entitled to re-record 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.

6. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

7. The term "Grantor" shall include the heirs, executors, administrators, successors and assigns of the original Grantor, Town of Richmond. The term "Grantee" shall include the successors and assigns of the original Grantee, RICHMOND LAND TRUST, INC.

8. Any notice required under this Grant shall be in writing and sent via U.S. mail to the respective address of the Grantor and Grantee as set forth below:

If to Grantor: Town of Richmond, P.O. Box 285, Richmond, Vermont 05676

If to Grantee: Richmond Land Trust, Inc., P.O. Box 605, Richmond, Vermont 05477

9. Grantor shall hold harmless, indemnify and defend Grantee from and 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.

10. 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. Invalidity 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 its own use and behoof forever, and the said Grantor, Town of Richmond, for itself, and its heirs, 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 those of record, and it hereby engages to warrant and defend the same against all lawful claims whatever.

I herein set my hand at Richmond, Vermont this ____ day of _____, 2020.

GRANTOR

Town of Richmond

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Richmond, this ____ day of _____, 2020, _____
_____ personally appeared and ____ acknowledged this instrument, by ____ sealed and
subscribed, to be _____ free act and deed and that of the Town of Richmond.

Before me,

Notary Public

My commission expires:

License No. _____

**SCHEDULE A
PROTECTED PROPERTY**

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by warranty deed of George W. Cunningham, Maude C. Wilder, Elsie Haskins-Rowell, Grace Tomlinson, dated May 8, 1942, and recorded in Book 21, Page 186 of the Town of Richmond Land Records.

The Property is shown on a survey entitled "Land of the Town of Bolton Part of Lot 144 Bolton, Vt." prepared by Glenn Towne, Land Surveyor, dated March 1984 and recorded at Map Slide 10-E of the Town of Bolton Land Records, and is further described as that portion of the lands shown on said survey lying westerly of the line depicted on the survey as "Approximate Location of New Town Line."

The Property consists of a 30 +/- acre, more or less, rectangular shaped parcel of land located westerly of Stage Road in the Town of Richmond and bounded on the east by the Richmond/Bolton town line and a 13.5 +/--acre parcel of land that was conveyed to the Town of Bolton by the the above-referenced Cunningham et al. in 1941.

The parcel is part of the original Town of Bolton Lot 144. (The "original" Town of Bolton of which Lot 144 was part included land that is now located in the current Towns of Bolton and Richmond.) The parcel has a current address of 3555 Stage Road.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Richmond Land Trust and Town of Bolton, Richmond Town Forest Easement, Town of Richmond, Vermont" signed by the Grantor and Grantee (referred to throughout this Grant and its Schedules as "Richmond Conservation Plan"). The Richmond Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Richmond Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Richmond Conservation Plan is kept by Grantee in its Stewardship Office. **The Richmond Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

Grantor and Grantee do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantee shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

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.

IMPORTANT NOTICE

In the event the Grantor intends to declare the grant of development rights and conservation restrictions as a charitable deduction for federal income tax purposes, federal laws require the Grantor to do the following:

1. Obtain a qualified appraisal report prepared by a qualified appraiser establishing the value of the contribution.
2. File a summary report (Form 8283) with Grantor's income tax return.
3. Obtain a release or subordination agreement from all parties that hold a mortgage interest, lien or similar encumbrance on the Protected Property.

Failure to meet the requirements of the Internal Revenue Code may cause the deduction to be disallowed. The Richmond Land Trust will be happy to provide further information about these requirements. However, Grantor should have all documents reviewed by his/her legal advisors and tax advisors before signing to ensure that his/her interests are fully protected.