

Submitted by Richmond Land Trust to the Richmond Selectboard, July 6, 2020

The Bombardier Meadow was conserved by the Richmond Land Trust on November 5, 2009. For 30 years, until 1979, the 11-acre property supported a dairy farm operated by the Bombardier family. Funds for the purchase and conservation of the property came from a \$51,500 grant from the Richmond Conservation Reserve Fund, a \$77,000 grant from the Vermont Housing and Conservation Board (VHCB), and local fundraising by RLT.

General Description of Property

The property was conserved to protect its important scenic, recreational, and agricultural resources for the Town of Richmond, including its scenic gateway to the eastern edge of town, access to the confluence of the Huntington and Winooski Rivers, and 10 acres of primary agricultural soils. (See attached map.) The 10-acre agricultural field has been farmed by the Bombardier family and other local farmers for many years, and is currently in hay production.

The floodplain forest along the northern edge of the property adjoining the Winooski River is part of the Richmond Riparian Corridor Floodplain Forest identified by the Vermont Agency of Natural Resource. This natural community is described as “a 4 mile (7km) stretch of floodplain that represents the most extensive remaining floodplain forest on the Winooski River (exclusive of the delta floodplain complex).” Other portions of this floodplain forest, between the mouth of the Huntington River and Richmond Village, have also been permanently protected by RLT and The Nature Conservancy.

The property is listed by the State as the location of a State-Threatened Animal Species, the Cobblestone Tiger Beetle, and contains two state-listed archeological sites, one of which is eligible for the National Register of Historic Places. An archeological recovery of this site was conducted as part of the construction of the new bridge over the Huntington River in 1995.

Conservation Easement and Public Access

The property is protected by a permanent Grant of Development Rights, Conservation Restrictions, and Public Access Easement (the Easement), held by VHCB. (See attached.) The Easement prohibits residential, commercial, or industrial development of the property, but allows for agricultural and disbursed recreational uses. The Easement includes a Public Access section, which guarantees public access to the property. The section is reproduced below for the Selectboard’s convenience.

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hiking, hunting, snowshoeing, wildlife observation, and access to the Winooski and Huntington Rivers for canoeing and kayaking) consistent with the Purposes of this Grant and the Management Plans. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including,

but not limited to, the right to permit or regulate hunting). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

Richmond Land Trust has never limited or restricted public access to the property. It is regularly used for fishing, swimming and boating access to the Winooski and Huntington Rivers, and by walkers and runners. During the past year, the field has also been used by the U.S. Fish and Wildlife Service as a site for its fish tracking antennas that support the Atlantic Salmon Restoration Program.

Section III. 5 of the Easement allows for the construction of a five-car parking area in the northeast corner of the field. The Easement does not permit parking elsewhere on the property.

Recreational Use and Parking

In past years, the small parking area on Cochran Road across from the Bombardier Meadow and limited nearby parking on the shoulder of the road has been adequate to accommodate most parking needs for recreational uses of the area. However, in recent years, and especially this year, this parking has not been adequate, resulting in many cars parked along Cochran Road, from the Winooski River bridge to Wes White Hill Road, especially on warm days.

It is important to note that a significant number of vehicle owners park along the road to gain access not to the Bombardier Meadow Preserve but to swimming holes on the Huntington River *upstream* of the Huntington River bridge, off Wes White Hill Road. A lesser number of vehicle owners park to gain access to the Bombardier Meadow Preserve for fishing, swimming, and boating.

Signage

This spring, several neighbors of the meadow became concerned about the number of vehicles parking around the Preserve and even driving onto the hayfield and one resident's septic field. They asked RLT to install signs requesting visitors to respect neighborhood wishes, and to not damage area resources. As a side note, RLT is in the process of updating signage at all of its preserves with clear, consistent signs that explain the natural features of each preserve and guidelines for visitor use.

Town-Wide Recreational Parking Issues

Richmond has become an increasingly popular recreation destination in recent years, even more so this year with travel restrictions imposed as a result of the COVID-19 pandemic. Richmond Land Trust recognizes the need for additional recreation parking throughout town and has incorporated parking areas into its three most recent projects – Willis Hill, Huntington Gorge, and Gillett Pond (not yet constructed). RLT also provides parking at the very popular Beeken Rivershore Preserve. Experience shows that the Town needs to focus more on providing safe and convenient recreational parking throughout town. Town residents and visitors frequent Richmond's popular recreation destinations for exercise, scenic enjoyment, and social interaction, resulting in significant public health and economic benefits to the Town. RLT requests that the Selectboard appoint a committee, supported by town staff, to investigate recreational parking issues and develop recommendations for providing additional parking to serve Richmond's popular recreation areas.

Reviewed and Accepted by:

Chair Date
Richmond Land Trust

Kari Farn 11/4/09

Duly Authorized Agent Date
Vermont Housing and
Conservation Board

Approximate Location of
State-Threatened
Cobblestone Tiger Beetle

50 Foot Riparian Buffer
(not to scale)

Richmond Riparian Corridor
Floodplain Forest Conserved
By Richmond Land Trust

Eastern Terminus of
Rivershore Trail -- to
Richmond Village (3 mi.)

Richmond Riparian Corridor
Floodplain Forest (NNHP)

10.2 acres Primary
Agricultural Soils

Proposed Location
Of Future Parking Area

Riparian Trail
To River Mouth

Archeological Site VT-CH-627

Archeological Site
VT-CH-619

Cross Vermont Trail

Town Parking Area

Location Of Reserved
Septic Easement

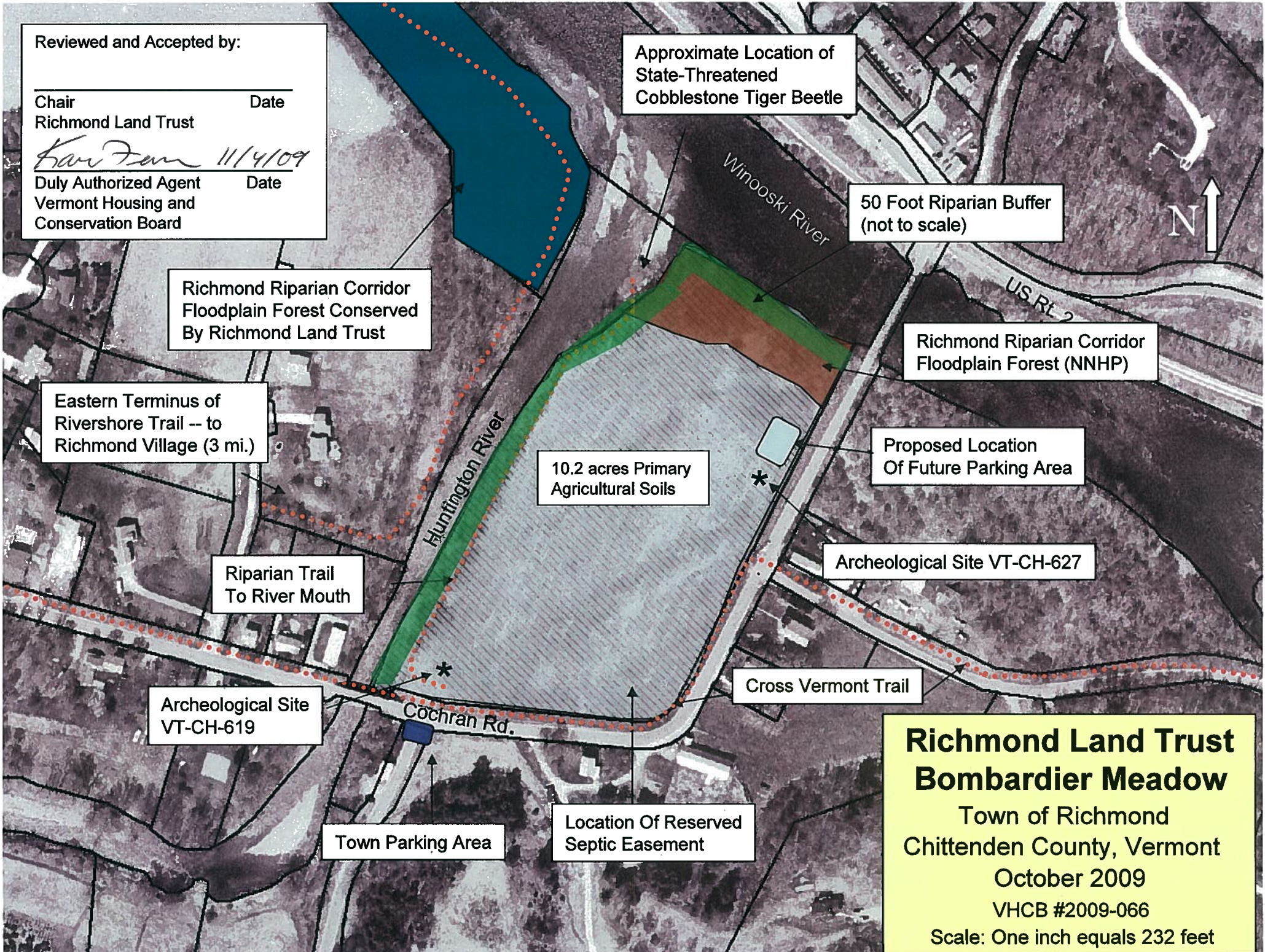
Richmond Land Trust Bombardier Meadow

Town of Richmond
Chittenden County, Vermont

October 2009

VHCB #2009-066

Scale: One inch equals 232 feet



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

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

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The conservation easement and restrictions hereby conveyed to Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon and shall run with the land.

I. Purposes of this Grant and Management Plans.

A. Statement of Purposes.

1. Grantor and Grantee acknowledge that the Purposes of this Grant are as follows (hereinafter "Purposes of this Grant"):

(a) To conserve and protect productive agricultural land, biological diversity, important wildlife habitat and natural communities on the Protected Property and the ecological processes that sustain these natural resource values as these values exist on the date of this instrument and as they may evolve in the future.

(b) To provide for dispersed public outdoor recreation use that is low-impact, non-commercial and non-motorized, as well as, the quiet enjoyment of the Protected Property, provided such uses are compatible with the Purposes of the Grant.

(c) To conserve and protect the Protected Property's undeveloped character and scenic and open space resources for present and future generations.

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

- (a) Provides a scenic gateway to the Town of Richmond along Cochran Road;
- (b) Contains approximately 10 acres of prime and statewide agricultural soils;
- (c) Located at the confluence of the Winooski and Huntington Rivers, and is part of the Winooski River Floodplain Forest natural community;
- (d) Provides public access, including a riparian trail along both Rivers and connectivity with the Rivershore Preserve and Trail and the Cross Vermont Trail;
- (e) Is a site for the State-Threatened Cobblestone Tiger Beetle;
- (f) Contains two recorded archeological sites, VT-CH-619 and VT-CH-627, with CH-619 eligible for the National Register of Historic Sites; and,
- (g) Is in the vicinity of other conserved lands including the George Safford Preserve (RLT), the Lower Huntington Gorge Preserve (RLT) and the Villeneuve Property, a large working timber tract recently conserved by the Vermont Land Trust.

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

B. Management Plans.

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

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

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

II. Restricted Uses of Protected Property.

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

2. Each time that the open and cleared agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantor shall cooperate with Grantee, at Grantee's request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantor shall permit access to the fallow land by Grantee and Grantee's contractors to crop, mow or brush-hog. No obligation is hereby imposed upon Grantor or Grantee to maintain the fallow land in an open condition or in active agricultural use.

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

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

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

6. There shall be no disturbance of the surface of the Protected Property including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant and provided for in the Management Plans. In no case shall surface mining of subsurface oil, gas or other minerals be permitted.

7. Grantor shall not give, grant, sell, convey, subdivide, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee.

8. There shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as property management and for emergency purposes. Snowmobiling may be permitted as provided for in the Management Plans. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. However, Grantor may permit motor driven wheelchairs or all-terrain vehicles for use by handicapped persons on the Protected Property if consistent with the Purposes of this Grant. For purposes of this Grant, all-terrain vehicles include, but are not limited to, motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

9. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other waterbodies except as may be provided for in the Management Plans.

10. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to use the Protected Property for all types of non-commercial, non-motorized, non-mechanized dispersed outdoor recreational purposes (including, but not limited to, birdwatching, cross-country skiing, hiking, snowshoeing, walking, and wildlife observation) consistent with the Purposes of this Grant and the Management Plans.

2. The right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain and repair fences and access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantor shall obtain Grantee's prior written approval to clear-cut forest land to establish fields, orchards or pastures.

3. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are provided for in the Management Plans.

4. The right to use the Protected Property to conduct all activities allowed by the Management Plans, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant, and provided further that such activities are provided for in the Management Plans, such activities may include, but shall not be limited to, agriculture, the non-commercial management of vegetation and wildlife, and the use and management of the Protected Property for non-motorized, non-commercial recreation. This Section III(4) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

5. The right to construct, maintain, repair and replace a permeable surfaced parking area, at the location generally depicted as "Parking Area" on the Bombardier Meadow Conservation Plan, or at such other location mutually agreed upon in writing by Grantor and Grantee. Said parking area shall be used only in connection with uses permitted under this Grant and the capacity of said parking area shall not exceed five (5) passenger automobiles without the prior written approval of Grantee. Prior to the commencement of construction on such parking area, Grantor shall secure the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned, provided the parking area is of a size, location and configuration which is consistent with the Purposes of this Grant as stated in Section I, above, and this Section III(5).

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

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

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

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational purposes (including, but not limited to, birdwatching, cross-country skiing, fishing, hiking, hunting, snowshoeing, wildlife observation, and access to the Winooski and Huntington Rivers for canoeing and kayaking) consistent with the Purposes of this Grant and the Management Plans. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit or regulate hunting). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

V. Riparian Buffers.

Notwithstanding the foregoing, Grantor shall obtain the prior written approval of Grantee prior to any disturbance of the soils on that portion of the Protected Property within fifty feet (50') of the Winooski and Huntington Rivers (the "Rivers") as it may exist from time to time, measured outward from the top of both banks of said Rivers as it passes over the Protected Property and including any land between the tops of said banks and the high water mark of said Rivers ("the Riparian Buffer"). The general location of the Riparian Buffer is depicted as "Buffer Strip" on the Bombardier Meadow Conservation Plan. The specific location of the Riparian Buffer along the Rivers shall be addressed in the Management Plans adopted under Section I (B) of this Grant, including the method used to determine the location of the Riparian Buffer. Such approval shall not be unreasonably withheld or conditioned, provided however, that Grantee determines that the proposed disturbance of the Riparian Buffer will have no adverse affect upon water quality associated with the Winooski and Huntington Rivers.

VI. Enforcement of the Restrictions.

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected

Property to its previous condition. In the event there has been an event or circumstance of non-compliance that is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Grant, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that the Grantee has initiated litigation without reasonable cause or in bad faith, then the Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.

No delay or omission by the Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

VII. Executory Interest.

In the event that VHCB ceases to exist as a legal entity and that no successor organization is created or appointed to fulfill the monitoring obligations of VHCB, then the rights, obligations and interests hereby conveyed to VHCB through this Conservation Easement shall shift to and be vested in the Town of Richmond. The rights, obligations and interests held by VHCB shall shift to and vest in the Town of Richmond upon the recording in the Town of Richmond Land Records a notice ("Notice") which has been mailed to VHCB and its respective successors, if any, by certified mail, together with a copy of the signed return receipt. VHCB shall have a period of sixty (60) days from the date of its receipt of said Notice to appoint a qualified organization as a successor, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers. If a qualified organization is not appointed as a successor within said sixty (60) day period, the Notice shall be recorded in the Town of Richmond Land Records and thereupon VHCB's rights, obligations and interests under this Conservation Easement shall

shift to and be immediately vested in the Town of Richmond. If the Town of Richmond is no longer in existence at the time the rights, obligations and interests under this Conservation Easement would otherwise vest in it, or if the Town of Richmond is not qualified or authorized to hold conservation easements as provided for in an assignment pursuant to Section VIII(3), or if the Town of Richmond shall refuse such rights, obligations and interests or otherwise fail to mail the Notice, fail to record the Notice or if some other legal failure occurs to bar vesting of the rights, obligations and interests under this Conservation Easement in the Town of Richmond, then the rights, obligations and interests under this Conservation Easement shall vest in such qualified organization as a court of competent jurisdiction shall direct pursuant to the applicable law of the State of Vermont and with due regard to the requirements for an assignment pursuant to Section VII(3), below.

VIII. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of the Grantee before commencing an activity or act, and where the Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Grantee.

2. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Richmond, as well as, the State of Vermont.

3. Grantee shall transfer the development rights, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event that legal rights in the Protected Property, or any part thereof, are extinguished or condemned by eminent domain or other legal proceedings, Grantee shall be entitled to fifty-nine percent (59%) of the proceeds. This percentage represents the relative contribution of Grantee to the fair market value of the Protected Property at the time of acquisition by Grantor. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the state through non-regulatory means.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Richmond Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, Richmond Land Trust, Inc. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board.

9. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

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

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

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

TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT HOUSING AND CONSERVATION BOARD, its respective successors and assigns, to its own use and behoove forever; and said executory interest, with all the privileges and appurtenances thereof, to the TOWN OF RICHMOND, to its own use and behoove forever; and the said Grantor, RICHMOND LAND TRUST, INC., for itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, and the Town of Richmond, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except easements and use restrictions of record as set forth in **Schedule B** attached hereto and incorporated herein, and it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, Grantor, RICHMOND LAND TRUST, INC. has caused this Grant to be executed by its duly authorized agent on this ____ day of _____, 2009.

IN THE PRESENCE OF

Ann Bone
Witness

Richmond Land Trust, Inc.:

Bradford Elliott
Its Duly Authorized Agent

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

At Burlington, Vermont, on this 5th day of November, 2009, personally appeared Bradford Elliott, duly authorized agent of **Richmond Land Trust, Inc.**, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of **Richmond Land Trust, Inc.**

Before me, Jubelle R. Ellis
Notary Public
My Commission Expires: 02/10/11

IN WITNESS WHEREOF, Grantee, VERMONT HOUSING AND CONSERVATION BOARD has caused this Grant to be executed by its duly authorized agent on this 26th day of October, 2009.

IN THE PRESENCE OF

Elizabeth M. Egan
Witness

Vermont Housing and Conservation Board:

Lawrence W. Mires
Its Duly Authorized Agent

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

At Montpelier, Vermont, on this 26th day of October, 2009, personally appeared Lawrence W. Mires, duly authorized agent of **Vermont Housing and Conservation Board**, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of **Vermont Housing and Conservation Board**.

Before me, Elizabeth M. Egan
Notary Public
My Commission Expires: February 10, 2011

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises conveyed to the Richmond Land Trust, Inc. by Warranty Deed of The Bombardier Family Corporation, of even date herewith and to be recorded in the Town of Richmond Land Records, and being further described therein as follows:

“Being all and the same land and premises described as Parcel No. 2 in the Warranty Deed of Mary S. Bombardier to The Bombardier Family Corporation dated December 26, 1991 and recorded in Volume 77 at Page 11 of the Town of Richmond Land Records.

The Property is more particularly depicted as ‘P/O Lot 3, 11.1 Acres +/-’ on a plat entitled: ‘Plat Showing Survey and Subdivision of Property of Mary Bombardier, Cochran Road, Richmond, Vermont,’ prepared by Vaughn C. Button dated July 15, 1991 and recorded in Map Book 6 at Page 48 (Map Slide 67) of the Town of Richmond Land Records.”

Reference is hereby made to the above mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

SCHEDULE B
EASEMENTS AND USE RESTRICTIONS

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
2. Rights of the public and others legally entitled to any portion of the Property lying within the boundaries of a stream, watercourse or protected wetland.
3. Utility easement granted by Louis and Mary Bombardier to New England Telephone and Telegraph Company by Warranty Deed dated June 16, 1952 and recorded in Volume 23 at Page 283 of the Town of Richmond Land Records.
4. Utility easement granted by Louis and Mary S. Bombardier to Green Mountain Power Corporation by Deed dated May 11, 1966 and recorded in Volume 26 at Page 57 of the Town of Richmond Land Records.
5. Terms and conditions set forth in the following instruments conveying water rights located on the Property:
 - (a) Warranty Deed of Louis Bombardier and Mary S. Bombardier to Bernard F. Quinn and Janet G. Quinn dated February 4, 1959 and recorded in Volume 24 at Page 319 of the Town of Richmond Land Records (Tax Map Parcel #CO3398).
 - (b) Warranty Deed of Louis Bombardier and Mary Bombardier to James Issac Reibel, Merrall MacNeille, Jr. and Alexandra Susan Buss dated October 5, 1973 and recorded in Volume 30 at Page 141 of the Town of Richmond Land Records (Tax Map Parcel #DX0020).
6. Easements and rights of way set forth in the Easement Deed from The Bombardier Family Corporation to the Town of Richmond dated February 7, 1993 and recorded in Volume 83 at Page 10 of the Town of Richmond Land Records.
7. Easements and rights set forth in the Warranty Deed of Easement from The Bombardier Family Corporation to the Town of Richmond dated August 25, 2001 and recorded in Volume 123 at Page 197 of the Town of Richmond Land Records.
8. Utility easement and right of way set forth in the Warranty Deed of The Bombardier Family Corporation to Brian R. Beane dated April 10, 2009 and recorded in Volume 189 at Page 542 of the Town of Richmond Land Records.
9. Utility easement and right of way set forth in the Warranty Deed of The Bombardier Family Corporation to Mark H. Beane and Robin L. Beane dated April 10, 2009 and recorded in Volume 189 at Page 549 of the Town of Richmond Land Records.

10. Easement for wastewater disposal system for the benefit of Lots 1 and 3 as depicted on a plat entitled: "Two Lot Subdivision Plat of Survey Showing Lands of Bombardier Family Corporation," prepared by Button Professional Land Surveyors, P.C. dated April 20, 2009 and recorded as Map Slide 123 at Page 147 of the Town of Richmond Land Records and as reserved in the Warranty Deed from The Bombardier Family Corporation to The Richmond Land Trust, Inc. dated November 5, 2009 and to be recorded in the Town of Richmond Land Records.
11. Terms and conditions of the Town of Richmond's Planning Commission's letter dated September 4, 1991 and recorded in Volume 76 at Page 311 of the Town of Richmond Land Records.
12. Terms and conditions of the Town of Richmond's Development Review Board's approval of Subdivision Application #09-046 on May 13, 2009 for a two lot subdivision located on the southerly boundary of Cochran Road, as evidenced by Decision dated May 13, 2009 and recorded in Volume 192 at page 669 of the Town of Richmond Land Records.
13. Terms and conditions of the State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-3239 dated March 10, 2009, as superseded by Amendment WW-4-3239-R dated March 17, 2009 and recorded in Volume 188 at Page 746 of the Town of Richmond Land Records.