

CONSERVATION AND AGRICULTURAL EASEMENT AND RESTRICTIONS

THIS INSTRUMENT, made this 30 day of June, 1999, by and between Steven Hibbard of Georgia, Vermont (hereinafter referred to as "Grantor") and the Town of Georgia, a municipal corporation situated in Franklin County, Vermont (hereinafter referred to as "Municipality"), acting by and through its Selectboard and its Conservation Commission.

W I T N E S S E T H:

WHEREAS, the Grantor is the Owner of certain lands in the Municipality which he acquired by Trustee's Deed of Evan C. Archer Jr., Successor Trustee of the Lucius Hibbard Trust Agreement, dated July 21, 1997 and recorded in Book 109 at Page 427 of the Land Records of the Municipality; and

WHEREAS, the Grantor is developing said lands as a planned residential development ("PRD"), incorporating residential, agricultural, recreational and open space uses; and

WHEREAS, it is the intent of the Grantor that said PRD consist of six residential lots and one common area lot, together with a lot intended to be used exclusively for agricultural purposes (Lot #1), all as shown on a plan entitled "Plat of Survey Showing a Proposed 7 Lot Subdivision for Steven Hibbard in the Town of Georgia, Vermont" dated December 28, 1998, last revised on June 7, 1999, prepared by Harold N. Marsh, and recorded in Map Slide ___ of the Municipality's Land Records; and

WHEREAS, the Grantor has received final subdivision approval and PRD approval from the Municipality's Planning Commission for his development; and

WHEREAS, the Grantor, in presenting his proposal to the Municipality's Planning Commission, agreed that certain lands, described in Exhibit A₁ attached hereto, would continue to be devoted to "integrated agricultural and farming uses," as defined below, in consideration for the final subdivision and PRD approvals; and

WHEREAS, the Grantor and the Municipality recognize the value of retaining the rural character of said lands and preserving their use as an "integrated agricultural unit," as defined below, and in so doing furthering their aesthetic, agricultural and

ecological value; and

WHEREAS, Title 10, Chapter 155, of Vermont Statutes Annotated, permits Vermont municipalities to acquire interests in land in the nature of conservation easements; and

WHEREAS, the Municipality desires to acquire a conservation easement to those lands of the Grantor described in Exhibit A, in furtherance of the purposes enumerated in 10 V.S.A. 6301.

NOW, THEREFORE, for and in consideration of the grant of subdivision and PRD approval by Municipality's Planning Commission, and based upon the above-stated premises and the mutual covenants, terms, conditions and restrictions herein contained, and as an absolute and unconditional transfer, Grantor does hereby freely give, grant, convey and confirm unto Municipality, its successors and assigns forever, a Conservation and Agricultural Easement and Restrictions over that property described in the Plat as Lot #1 (hereinafter referred to as the "Restricted Property"), consisting of the following:

- 1. The right of the public to view the Restricted Property, from public ways, streets and areas, in its condition as agricultural and farm lands;
- 2. The right of official representatives of the Municipality, in a reasonable manner and at reasonable times, to enter, inspect and, as necessary and appropriate in the reasonable judgment of Municipality, maintain, the Restricted Property;
- 3. In furtherance of the foregoing affirmative rights, the Grantor, for himself and his heirs, executors, administrators, successors and assigns, make the following covenants, which shall run with and bind the Restricted Property in perpetuity, for the benefit of the Municipality, except as modified or amended by this instrument:
 - a. There shall be no construction or placing of any new buildings or structures of any kind, temporary or permanent, on the Restricted Property, except that the Grantor, and his successors or assigns, shall have the right, subject to the written approval of the Municipality's Planning Commission, to construct on the Restricted Property structures necessary and appropriate to enhance or maintain the use of the Restricted Property for agricultural and farming purposes. Improvement, maintenance and repair of existing roadways and fire ponds shall be allowed.

b. The Grantor and his successors and assigns shall have the right to use the Restricted Property for agricultural and farming purposes, including cultivation of crops and animal husbandry, consistent with the preservation and use of the Restricted Property as an integrated agricultural unit. As used herein, "integrated agricultural unit" and "integrated agricultural and farming uses" shall refer to the Restricted Property and/or the use thereof for agricultural purposes that are part of and integral to the primary agricultural activity occurring on the Restricted Property. There shall be no subdivision of any part of the Restricted Property, or use thereof for purposes that are not part of an integrated agricultural use of the entire Restricted Property, even though each separate use may be agricultural in nature, without written approval of the Planning Commission.

c. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner on the Restricted Property, except as shown on the Plat, and except as may be necessary and appropriate, in the reasonable judgment of the Grantor, his successors and assigns, to enhance or maintain the use of the Restricted Property for agricultural and farming purposes, and except as may be necessary to repair or replace electric, water or sewage treatment systems and connecting pipes located on the Restricted Property as shown on the Plat. However, nothing herein shall limit the rights of the Grantor and his successors and assigns to selectively cut trees on the Restricted Property.

d. The Grantor and his successors, heirs and assigns shall have the right to maintain the Restricted Property in an orderly and presentable manner, to plant shrubbery from time to time and to keep the grass trimmed and to take any other normal action necessary to maintain the pleasant appearance of the Restricted Property.

e. There shall be no dumping or burying of ashes, trash, garbage or other unsightly or offensive material on the Restricted Property.

f. Aside from the use of conventional motor vehicles along the roadways in the Restricted Property, and the use of farm equipment and machinery upon the Restricted Property, there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other types of motorized vehicles on the Restricted Property.

g. There shall be no activities or uses on the Restricted Property which shall be or could be unreasonably detrimental to drainage, flood control, water conservation, fish and wildlife or habitat preservation.

Municipality, and the Municipality alone, is hereby granted the right to enforce, by injunction or proceedings at law or in equity, the covenants hereinabove set forth, in a court of competent jurisdiction. This instrument shall be construed and enforced in accordance with the laws of the State of Vermont.

The Grantor, for himself and his heirs, executors, administrators, successors and assigns, agree to pay real estate taxes or other assessments levied by competent authorities on the Restricted Property in accordance with 10 V.S.A. 6306(b), as now constituted or hereafter amended, and to relieve the Municipality from responsibility for maintaining the Restricted Property.

The Grantor and Municipality agree that the terms, conditions and covenants set forth in this Agreement may be amended and modified from time to time upon application by the Grantor, his successors or assigns, and upon written approval of the Planning Commission, the Conservation Commission and the Selectboard.

Nothing in this Conservation and Agricultural Easement shall prevent the Grantor from freely conveying the subject property described on Exhibit A subject to the terms and conditions herein, which shall run with the land but shall be effective only on the subject property and bind only the then current owner thereof. Said terms and conditions shall create no ongoing personal liability of the Grantor after conveyance of all his interest to a third party. The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by reference in any subsequent deed, or other legal instrument, by which the Grantor divests himself of either fee simple title or possessory interest in the Restricted Property or in any of the property depicted in the Plat.

TO HAVE AND TO HOLD the said Conservation and Agricultural Easement and Restrictions unto the Municipality and its successors and assigns forever.

The grant of easements and covenants herein is made pursuant to the authority set forth in Title 10, Chapter 155, V.S.A., as presently enacted and from time to time hereinafter amended, and all of the provisions of said Chapter shall be binding upon the

Grantor, and his heirs, executors, administrators, successors and assigns, and upon the Restricted Property, and shall inure to the benefit of the Municipality, and its successors and assigns.

If any part of this Agreement shall be decreed to be invalid by a court of competent jurisdiction, such decree shall not be interpreted so as to invalidate the remainder of this Agreement.

Although this Conservation and Agricultural Easement and Restrictions will benefit the public as provided above, nothing herein shall be construed to convey a right to the public of access to or use of the Restricted Property, and the Grantor, for himself and his heirs, executors, administrators, successors and assigns, shall retain exclusive right to use the Restricted Property for all purposes not inconsistent with this Conservation and Agricultural Easement and Restrictions;

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 30 day of June, 1999.

IN THE PRESENCE OF:

Sharon M. Morin
Witness

Steven Hibbard
Steven Hibbard

STATE OF VERMONT) SS.
FRANKLIN COUNTY)

At Georgia, Vermont, this 30 day of June, 1999, personally appeared Steven Hibbard, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed.

Before me, Sharon Morin

Notary Public
My commission expires 2-10-2003

EXHIBIT A
TO CONSERVATION AND AGRICULTURAL EASEMENT AND RESTRICTIONS

The lands of the Grantor that are subject to this Conservation and Agricultural Easement and Restrictions are all of Lot #1 as shown on a plat entitled "Plat of Survey Showing a Proposed 7 Lot Subdivision for Steven Hibbard in the Town of Georgia, Vermont" dated December 28, 1997, last revised on June 7, 1999, prepared by Harold N. Marsh and recorded in Map Slide ___ of the Town of Georgia Land Records.

Being a portion of a parcel of land consisting of forty-five (45) acres, more or less, without buildings, and further being a portion of the same land and premises conveyed to Grantor by Trustee's Deed of Evan C. Archer, Jr., Successor Trustee of the Lucius Hibbard Trust Agreement dated November 6, 1987 and recorded in Book 109 at Page 427 of the Town of Georgia Land Records.

Also being a portion of the same land and premises conveyed to the People's Trust Company of St. Albans, Trustee of the Lucius Hibbard Trust Agreement dated November 6, 1987, by Trust Deed of Lucius Hibbard dated November 12, 1987, and recorded in Book 67 at Page 15 of the Town of Georgia Land Records.

Reference is hereby made to the above-mentioned deeds, the records thereof and the references therein contained, all in further aid of this description.

This Conservation and Agricultural Easement and Restriction on lands owned by Steven Hibbard is agreed to and approved by the Town of Georgia Select Board by resolution this ___ day of July, 1999.

Kirk Warts

John Randall
Jerry Smith