

**OPEN SPACE AGREEMENT**

**THIS AGREEMENT** made this \_\_ day of \_\_\_\_\_ 2024 between Oakland, LLC a Vermont Limited Liability Company (hereinafter referred to as "Grantor") and the TOWN OF GEORGIA, a municipal corporation situated in Franklin County, Vermont (hereinafter referred to as "Municipality").

**W I T N E S S E T H:**

**WHEREAS**, the Grantor is the owner of certain lands in the Municipality which it acquired by Warranty Deed of \_\_\_\_\_, dated \_\_\_\_\_, and recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Land Records of the Municipality; and

**WHEREAS**, the Grantor is developing said lands as a five (5) lot residential subdivision which is shown and depicted on a plat entitled, "6 Lot Subdivision Plat Lands of Simmone C. Martin, Volume 234, Page 275, Map Slide 34 , Map 483 Parcel I.D. 117040200 1871 Oakland Station Road, Georgia, Vermont@ prepared by Leonard H. Amblo, Licensed Surveyor of Button Professional Land Surveyors, P.C. plat dated 01/05/2022; last revised 11/13/23 recorded in Map Slide \_\_\_\_ of the Town of Georgia Land Records (the "Plat"); and

**WHEREAS**, the Grantor has received final subdivision approval from the Municipality's Development Review Board for its project by written decision dated December 19, 2023; and

**WHEREAS**, the Grantor in presenting its proposal to the Development Review Board agreed that certain lands would remain in their open state in consideration for the final subdivision and planned residential approval; and

**WHEREAS**, the Grantor and the Municipality recognize the value of retaining the rural character of said lands and preserving them in their natural, scenic and open condition and in so doing furthering their aesthetic, agricultural and ecological value; and

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

**WHEREAS**, the Municipality desires to acquire a conservation and open space easement regarding certain lands of the Grantor in furtherance of the purposes enumerated in 10 V.S.A. § 6301.

**NOW, THEREFORE**, the Grantor for and in consideration of the Development Review Board's approval of its subdivision and planned residential development, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional transfer does hereby freely give, grant and convey unto the Municipality, its successors and assigns forever, a conservation and open space easement or restriction over the portion of Lot 3 consisting of approximately 5.1 acres as depicted on the Plat. The conservation and open space easement shall consist of the following rights:

1. The right of public view of the property in its natural, scenic and open condition;

2. The right of the official representatives of the Town, in a reasonable manner and at reasonable times, to enter and inspect the property;

3. The right of the Municipality and Municipality alone, to enforce by injunction or proceedings at law or in equity, the covenants hereinafter set forth; and in furtherance of the foregoing affirmative rights, the Grantor, for itself and its successors and assigns, makes the following covenants, which shall run with and bind the property in perpetuity:

(a) There shall be no construction or placing of any buildings or structures of any kind, temporary or permanent on the property once the project is finally completed, except the Grantor, its successors and assigns, shall have the right, subject to the written approval of the Development Review Board, to construct permanent recreational facilities, including a pond, or other similar improvements.

(b) There shall be no filling, excavating, dredging, mining or drilling, removal or topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner other than as necessary to construct the improvements specifically depicted on the subdivision plat or recreational facilities specifically permitted in sub-section (a) of this agreement.

(c) The Grantor, its successors and assigns, shall have the right to maintain the open space area in an orderly and presentable manner including the right to plant shrubbery from time to time and to keep the grass trimmed and to take any other normal maintenance action in maintaining the pleasant appearance of the open space.

(d) There shall be no dumping of ashes, trash, garbage or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance of materials such as landfill except as required during construction and completion of the project as approved.

(e) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on the property.

(f) There shall be no activities or uses on the property that shall be significantly detrimental to drainage, flood control, water conservation, fish and wildlife or habitat preservation.

The Grantor, for itself and its successors and assigns, agrees to pay any real estate taxes or other assessments levied by competent authorities on the property and to relieve the Municipality from responsibility for maintaining the property.

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 itself of either fee simple title or possessory interest in the property or in any of the property forming a part of the development.

**TO HAVE AND TO HOLD** the said conservation easement and restriction unto the Municipality and its successors and assigns forever.

It is the intention of the parties hereto that the grant of easements and covenants herein is pursuant to the authority set forth in Title 10, Chapter 155, Vermont Statutes Annotated, as presently enacted and from time to time hereinafter amended, and that all of the provisions of said Chapter shall be binding upon the Grantor, its successors and assigns and upon the property, and shall inure to the benefit of the Municipality, its successors and assigns.

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

Although this conservation restriction and easement will benefit the public as provided above, nothing herein shall be construed to convey a right to the public of access or use of the property, and the Grantor, for itself and its successors and assigns, shall retain exclusive right to use the property for all purposes not inconsistent with this conservation restriction and easement.

**IN WITNESS WHEREOF**, the Grantor hereunto sets its hand and seal this \_\_\_ day of \_\_\_\_\_, 2024.

**IN THE PRESENCE OF:**

OAKLAND, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Jacob Smith, its duly  
authorized agent

STATE OF VERMONT  
FRANKLIN COUNTY, ss.

At \_\_\_\_\_, Vermont, this \_\_ day of \_\_\_\_\_, 2024, Jacob Smith, personally appeared, and acknowledged this instrument, by him signed and sealed to be his free act and deed and the free act and deed of Oakland, LLC.

[Stamp]

Before me, \_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Municipality hereunto sets its hand and seal this \_\_ day of \_\_\_\_\_, 2024

TOWN OF GEORGIA

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Town  
\_\_\_\_\_ and Duly Authorized  
Agent

STATE OF VERMONT  
\_\_\_\_\_ COUNTY, ss.

At \_\_\_\_\_, Vermont, this \_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, Town \_\_\_\_\_ and duly authorized agent of the Town of Georgia, personally appeared and acknowledged this instrument by him/her/they signed and sealed, to be his/her/their free act and deed and the free act and deed of the Town of Georgia.

[Stamp]

Before me, \_\_\_\_\_  
Notary Public