

[\*Note: Make sure you leave room for the town clerk to put a recording stamp either here or at the end of the document.]

**CONSERVATION EASEMENT [by Annette Lorraine, Mar. 19, 2008 – suggested drafting edits by Sara Cavin, Sept 2009]**

**Xxxx Xxxxxx**[\*Landowner's full legal name matching the deed] of [\*Landowner's mailing address], on behalf of [\*himself, herself, themselves and his/her/their] heirs, successors and assigns ("Landowner"), in consideration of at least ten dollars and other valuable consideration including the mutual covenants contained herein, paid to Landowner's full satisfaction,

does freely convey to the **Greensboro Land Trust, Inc.**, a non-profit corporation organized under the laws of the State of Vermont with its current mailing address of P.O. Box 135, Greensboro, Vermont, 05841, together with its successors and assigns ("Holder") forever,

a perpetual conservation easement ("Easement"), consistent with 10 V.S.A. § 821(a), as more particularly set forth herein, on lands and premises situated in the Town of Greensboro, Orleans County, Vermont which lands are more particularly described in Schedule A attached hereto and incorporated herewith in its entirety. The particular land area subject to the terms of this agreement shall be referred to as the "Protected Property."

This Easement conveyed by Landowner to Holder consists of covenants on the part of Landowner to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants constitute a servitude on the land, and run with the land in perpetuity. Holder accepts such covenants in order to achieve the Purposes of this Easement as more particularly set forth herein.

Holder, Greensboro 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. Its purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific, and natural resources of Greensboro through non-regulatory means, thereby reducing the burdens on state and local governments.

Landowner and Holder enter this Easement exclusively for conservation purposes pursuant to Internal Revenue Code Section 170(h)(5) because the Protected Property has scenic, aesthetic and natural resource values which provide significant benefits to the public.

Landowner and Holder acknowledge the economic health of Greensboro is closely linked to its agricultural, forested, and natural lands and resources which produce food, fiber, fuel, timber, and other products, and also provide much of Greensboro's aesthetic and scenic qualities, upon which the State and its and its various industries, such as recreation and ecotourism, depend.

The State of Vermont has repeatedly sought to foster the conservation of the State's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including but not limited to: Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land by Public Agencies); 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; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and 10 V.S.A. Chapter 34 (Conservation and Preservation Rights and Interests).

The conservation of the Protected Property as undeveloped open space land is consistent with -- and in furtherance of -- the Town Plan adopted by the Town of Greensboro, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301;

### **I. Purposes of this Easement**

Landowner and Holder acknowledge that the Purposes of this Easement are as follows ("Purposes"):

1. The principal objective of this Easement is to conserve the natural resources of the Protected Property. These natural resources include its soils and water quality that, in turn, support biodiverse ecosystems and wildlife habitats unique to this region, as well as productive farm and forest lands.
2. To ensure that any activities on the land will utilize good quality management practices to prevent soil erosion and to protect water quality.
3. In the event there is silvicultural activity such as timber harvesting or maple sugaring, to ensure the forest resources of the Protected Property are managed in such a manner that they are capable of producing a long-term continuous flow of products, rather than being liquidated in a short period of time relative to the forest's ability to regenerate those products.
4. To assure the Protected Property will be retained forever in its undeveloped, unfragmented, and unspoiled condition, so it always remains available and viable for either scenic appreciation, low-impact recreation, wildlife habitat, agriculture, or forestry, or any combination thereof, including any scientific research or education directly related to, and not detrimental to, those uses;
5. To advance these objectives by conserving the Protected Property because it possesses the following attributes: [\*adapt]
  - a) xxx± acres of managed forest;
  - b) xxx± acres of open hay fields;
  - c) xxx± acres of open meadows and pasture lands;
  - d) scenic vistas of xxx;
  - e) trails or paths currently used by the public;
  - f) wetlands, wildlife habitats, and watercourses, including xxx feet on xxx brook;
  - g) a prominent, scenic ridgeline known as xxx;
  - h) close proximity to other permanently conserved lands [including xxx];

- i) unique habitat known to provide food and cover for xxx;
- j) xxx

6. To contribute to the implementation of the policies of the State of Vermont, as well as the Town of Greensboro, designed to foster the conservation of the State's agricultural, forest, and other natural resources.

7. Landowner and Holder recognize these conservation values of the Protected Property, and share the common purpose of conserving these values through the provisions of this Easement, to prevent the use, fragmentation, or development of the Protected Property in any manner which would conflict with the furtherance of these Purposes. Holder accepts this Easement to conserve these values for present and future generations. Landowner and Holder acknowledge that conditions which sustain the conservation values may change over time, and that the change or disappearance of some conservation values do not invalidate the others.

8. These conservation values, together with maps and other data describing the Protected Property, are established in a separate report ("Baseline Documentation") prepared by and agreed to by the original parties to this Easement. The Baseline Documentation shall be kept on file by the Holder. Landowner and Holder certify the Baseline Documentation is an accurate representation of the condition of the Protected Property as of the date of this Easement as required under Treasury Regulations Section 1.170A-14 (as this regulation exists at the time of this writing), and the Baseline Documentation may be considered incorporated herewith by reference.

## **II. Conservation Conditions and Restrictions**

The restrictions hereby imposed upon the Protected Property, and the acts which Landowner shall do or refrain from doing, are as follows:

### **1. Undeveloped Open Space.**

The Protected Property shall be used for agricultural, forestry, low-impact educational, low-impact recreation, and low-impact open space purposes only. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, facility, or improvement shall be installed onto the Protected Property, except as specifically outlined within this Easement.

### **2. Limits on Separation of Property Rights**

Except as otherwise permitted herein, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines, or access easements (collectively, "Property Rights") shall be contracted or installed on the Protected Property in any manner, without the prior written permission of Holder. Holder, in its sole discretion, may grant such permission if it determines that any such Property Right or improvement would not adversely affect the conservation values of the Protected Property described in the Purposes herein.

Landowner retains the right to maintain existing driveways, roads, and rights-of-way previously of record or depicted in the Baseline Documentation, if any.

### **3. Roads and Trails**

With prior notice to Holder, Landowner retains the right to construct and maintain roads or trails so long as they are and remain (a) unpaved, (b) exclusively for agriculture, forestry, low impact recreational purposes, or similar

Protected Property management purposes consistent with the Purposes of this Easement, and (c) provided they are located, maintained and used in the manner described herein.

Roads or trails used for recreational purposes shall be (a) located and maintained in a manner that prevents or minimizes any adverse impacts to the conservation values of the Protected Property as described in the Purposes of this Easement, especially in a manner that adequately protects soil stability and water quality; (b) used primarily for transitory purposes, namely low-impact movement through the Protected Property, and not for non-transitory purposes or for highly-concentrated area or high-impact use such as vehicle obstacle courses or dirt-track raceways; and (c) limited to suitable seasonal ground conditions that avoid mud and erosion.

#### 4. Signage

There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Landowner may erect and maintain signs so long as they are reasonable in size, location, and number, indicating the name of the Protected Property, boundary markers, directional signs, signs regarding safety, hunting, or trespassing on the Protected Property, memorial plaques, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises, and signs informing the public of any Holder-approved rural enterprise (as further described herein), temporary for sale or lease or event signs or political or religious signs. Holder, with the permission of Landowner, may erect and maintain signs designating the Protected Property as land under the protection of Holder.

#### 5. Rubbish

There shall be no placement, dumping, burial, burning, or storage of trash, human waste, materials known to be environmentally hazardous, or any other unsightly or offensive material (including construction debris, vehicle bodies or parts) on the Protected Property. Provided, however, the storage and spreading of compost, manure, or other fertilizer under sound agricultural practices, the storage of feed, the temporary storage of trash in sound receptacles for frequent off-site disposal, the burning of untreated wood or leaves, or leaving of slash after harvesting timber, are permitted subject to all applicable laws and regulations.

#### 6. Topography

There shall be no disturbance of the surface, including but not limited to filling, excavation, quarrying, removing 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 Easement. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

#### 7. Agriculture

Landowner retains the right to establish, maintain, and use cultivated fields, orchards, and pastures for personal and commercial agricultural purposes, provided such uses (a) are in accordance with generally accepted, sound practices and principles of agriculture and animal husbandry; (b) do not cause significant pollution or degradation of soil, surface or subsurface waters, soil loss or erosion, or significant adverse effects to the conservation values outlined in the Purposes of this Easement.

In the event an agricultural activity or proposed agricultural activity appears to be of such size and scope it could pose a question as to the conditions above, Landowner shall, upon Holder's request, submit an agricultural plan for Holder's approval, setting forth the proposed activities, methods Landowner will utilize to protect soils (especially "highly erodible soils" as defined by the U.S. Department of Agriculture's Natural Resource Conservation Service or similar successor organization), or methods Landowner will utilize to

protect other conservation values at risk. Holder shall not unreasonably withhold its approval of such plan provided the plan reasonably ensures no conservation value set forth in the Purposes of this Easement will be significantly compromised. In the event such a plan is agreed to by Landowner and Holder, Landowner shall ensure agricultural activities are performed in accordance with that plan.

#### 8. Forestry

Landowner retains the right to harvest timber and other wood products for personal and commercial purposes provided such uses are in accordance with a Holder-approved forest management plan (including updates or amendments to it), which incorporates good sustainable forestry practices, and soil and water protection, consistent with the Purposes of this Easement. Holder's approval of the forest management plan shall not be unreasonably withheld or conditioned, provided that such plan (a) has been written or approved by a professional forester, or endorsed by a wildlife biologist or similar professional experienced in woodland habitat and ecosystem management; (b) encompasses sustainable forestry practices and soil and water protection; and (c) does not violate the terms of this Easement or conflict with the Purposes of this Easement.

Disapproval by Holder of a forest management plan shall not be deemed unreasonable if the plan proposes a clearcut (removal of more than 75% of the basal area within five (5) acres or more) or liquidation cut (defined as a harvest leaving a residual stocking level of acceptable growing stock below the C line as defined by the U.S. Department of Agriculture stocking guides for the applicable timber type, or similar standard). However, Holder may approve such plan in its discretion if it is consistent with the Purposes of this Easement, such as to permit the planting of different species of trees, or a salvage cut to regenerate the forest, or the establishment of a field—cleared of stumps—to be actively used for agriculture, or for wildlife habitat improvement purposes.

Notwithstanding the foregoing, Landowner may conduct maple sugaring operations, and with prior notice to Holder, may remove a negligible number of trees for Landowner's personal, non-commercial uses such as for fencing, firewood, maintaining a limited view, wood crafts, or maintaining agricultural fields, roads or trails without a forest management plan. More intensive forestry activities, treatments or cutting, whether for personal or commercial purposes, shall only be undertaken in accordance with a forest management plan approved by Holder as described herein. All forestry activities shall be conducted using best management practices to prevent soil erosion and to preserve water quality.

All forestry activities shall be in accordance with all governmental laws and regulations applicable to the Protected Property.

#### 9. Rural Enterprises

With Holder's prior written approval, Landowner may conduct rural enterprises, commercial or otherwise, which make use of the Protected Property in a way that remains consistent with the Purposes of this Easement. Rural enterprises may be appurtenant to agricultural or forestry activities, or may include low-impact educational or open space uses, provided the conservation values outlined in the Purposes of this Easement are not compromised.

The Protected Property shall not be used for more than *de minimis* commercial recreation activities pursuant to Internal Revenue Code Section 2031(c)(8)(B) or any successor statute or regulation.

Holder may approve, condition, or deny any request for a rural enterprise in its sole discretion. When Holder considers a rural enterprise use, Holder may typically request (a) receipt of copies of any applicable

governmental permits or licenses that Landowner might need to obtain for such use, if applicable, and (b) reliable assurances concerning the protection of the conservation values of the Protected Property, including its character and aesthetics (including noise levels or evening light pollution), as well as effects on surrounding properties and the rural nature of the community.

#### 10. Structures

(a) With the prior written approval of Holder, Landowner may construct and maintain barns, sugar houses, or similar structures or facilities supportive of agricultural or forestry use of the Protected Property, together with necessary access drives and utilities on the Protected Property, provided such structures are non-residential and remain used exclusively for agricultural or forestry purposes. Holder's approval may condition the construction upon the designation and inclusion of the structure within a "complex" area (which may be determined by a later supplement to the Baseline Documentation) with an aim to consolidate structures into a single area, if feasible, to prevent fragmentation of the natural resources and scenic qualities of the Protected Property. Holder's approval of agricultural or forestry structures shall not otherwise be unreasonably withheld or conditioned, provided that the structure or facility is located and utilized in a manner consistent with the terms and Purposes of this Easement.

(b) With prior written approval of Holder, Landowner may construct and maintain small structures, facilities, or other improvements for "rural enterprises" as outlined in this Easement, provided (i) such improvements remain used exclusively for the approved rural enterprise, and (ii) Landowner and Holder have a written agreement outlining the understood uses and any conditions pertaining to the approval of such structures or improvements. Holder's approval may condition the construction upon the designation and inclusion of the structure within a "complex" as described herein. Any such rural enterprise structure or improvement shall be non-residential and remain consistent with any conditions imposed by Holder.

(c) With the prior written approval of Holder, Landowner may construct, repair, maintain, and use small structures or facilities related to non-commercial renewable energy generation (such as a solar array or windmill) on the Protected Property, provided the structure is (i) consistent with all then-current federal, state and local laws and regulations and permitting requirements, (ii) consistent with the open space uses and the Purposes of this Easement, (iii) sized appropriately for power generation for the *primary* benefit of structures on the premises (so-called "net metering" is permissible; however, the sale of more than 25% of the total energy generated annually by such facilities would not be consistent with the terms of this section), and (iv) all reasonable attempts to contain such renewable energy structures and facilities within the [\*Homestead Area or\*] "complex" area, as described herein, have been exhausted.

(d) Landowner retains the right to construct and maintain small-scale structures related to low-impact recreational or open space uses that complement the qualities of the Protected Property (such as a bridge, culvert, hunting blind, tent platform, or interpretive signs or kiosk) provided that such structure (i) is located, sized, accessed, constructed and used in a manner consistent with the Purposes and terms of this Easement; and (ii) except for short-term overnight primitive camping, no such structure or facility shall provide any form of residential use or septic system.

The cumulative impact (measured in number, nature, size and intensity of use) of any structures, facilities, or human-made improvements, agricultural or otherwise, within the Protected Property not existing prior to this Easement shall remain consistent with the Purposes of this Easement.

#### 11. Subdivision

[\*Except as otherwise specifically permitted under Section III of this Easement,\*] The Protected Property shall not be subdivided [\*nor subdivided away from the larger premises / and/or Homestead Area\*] or conveyed in any form in separate parcels without the prior written approval of Holder. Such approval may be granted only in exceptional circumstances at Holder's sole discretion provided (a) severe hardship would otherwise occur; (b) it does not significantly compromise the Purposes of this Easement; and (c) Landowner provides full compensation for any anticipated increase in Holder's perpetual stewardship responsibilities. Landowner covenants and agrees that from hereon all of the Protected Property shall be held as if it were single undivided tract and convey it as such. Landowner shall not directly or indirectly cause the separation of any parts of it through the allocation of property rights among other owners, partners, shareholders, or members of any successor entity, the creation of a horizontal property regime, long-term leasing, or any other means without Holder's prior written approval described herein.

#### 12. Water Systems

There shall be no manipulation of natural watercourses, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water quality or the ecosystems supported thereby, or which could alter natural water level or flow, except as reasonably necessary to carry out the permitted uses of this Easement, such as for agricultural purposes, within the bounds applicable laws and regulations.

New ponds, including associated dam construction, must be designed and constructed under the supervision of a licensed engineer experienced in such construction, and in conformance with all applicable permits. Human-made ponds existing at the time of the signing of this Easement, if any, which are referred to in the Baseline Documentation, may continue to be maintained.

The drilling of wells or pumping of surface or subsurface water, including the installation of underground pipe, shall require the prior written approval of Holder which shall not be unreasonably withheld provided it is reasonably necessary to carry out the uses allowed under this Easement, such as for agricultural purposes [, \*or for use of the residence associated with the premises]. In other circumstances, Holder shall protect the Purposes of this Easement, but may also choose to consider public policy, community needs, and larger aquifer and environmental resource protection concerns if an appropriate balance may be achieved.

#### 13. Potential Uses

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 Easement. Landowner and Holder acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technology, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Easement. Holder therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Easement.

#### 14. Open Land. [\*optional\*]

In the event the open land on the Protected Property (depicted in the Baseline Documentation) lies fallow for more than two years, Landowner shall cooperate with Holder to ensure that the area remains in an open condition (free from trees and brush) by, for example, permitting access to the Protected Property by Holder or Holder's agents to crop, mow, or brush-hog in the event Landowner is unable to maintain the Protected Property

in an open condition; however, no obligation shall be imposed upon Landowner or Holder to maintain the land in an open condition.

### **III. Enforcement**

#### **1. Good Faith Effort to Resolve Issues**

Landowner conveys and Holder accepts this Easement with the understanding that they and their successors have an obligation in perpetuity to work together to uphold the objectives of this Easement. To this end, Landowner and Holder shall confer with each other and attempt to resolve any issue by mutual agreement in a timely manner.

#### **2. Access to Protected Property, Notice**

Holder shall make reasonable efforts from time to time to assure compliance by Landowner with all of the covenants and restrictions herein. In connection with such efforts, Holder may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Holder shall have the right of reasonable access to the Protected Property. In the event that Holder becomes aware of non-compliance with the terms and conditions herein, whether existing or imminent, Holder shall give written notice to Landowner of such non-compliance and request corrective action sufficient to abate such non-compliance and restore the Protected Property to its previous condition.

#### **3. Remedies**

Failure by Landowner to take corrective action as requested by Holder within a reasonable time after such notice and reasonable opportunity to take corrective action, shall entitle Holder to pursue other remedies available to Holder at law or in equity, including but not limited to mediation, enlisting regulatory agency support, or administrative proceedings if applicable, or to bring an action in a court of competent jurisdiction to enforce the terms of this Easement, compel specific performance, and to recover any damages, special or general as provided by law.

Some circumstances of non-compliance may constitute immediate and irreparable injury, loss and damage to the Protected Property and, accordingly, may entitle Holder to equitable relief, including but not limited to *ex parte* injunctive relief, as a court may deem just.

#### **4. Costs of Enforcement**

In the event Landowner is responsible for the non-compliance which is corrected through negotiation and voluntary compliance, Landowner shall reimburse Holder all reasonable costs, including staff and volunteer time, incurred in investigating the non-compliance and in securing its correction, unless such costs are waived by Holder. Likewise, if a court determines that Landowner failed to comply with this Easement, Landowner shall reimburse Holder for any reasonable costs of enforcement, including Holder's staff time, costs, and reasonable attorney and legal fees, in addition to any other relief ordered by such court. Damages, when recovered, may be applied by Holder to corrective action on the Protected Property if the court and Holder so choose. In the event that Holder initiates litigation and the court determines that Landowner has not failed to comply with this Easement and that Holder initiated litigation without reasonable cause or in bad faith, then Holder shall reimburse Landowner for any reasonable costs of defending such action, including court costs and reasonable attorney and legal fees.



#### 5. Third-Party Causes of Non-Compliance

Each current Landowner has an obligation to remain informed about the condition of the Protected Property and to protect it. Landowner's responsibility for actions inconsistent with the terms of this Easement extends to Landowner's contractual invitees including agents, tenants and contractors. In instances when Landowner has reason to believe the activities of non-contractual guests or neighbors are likely to adversely impact the conservation values, Landowner shall take reasonable steps to inform them of the terms this Easement and solicit adherence.

Holder shall not bring any action against Landowner for any injury or change in the Protected Property resulting from causes or obligations beyond Landowner's knowledge or control, such as hostile or furtive actions taken by unknown third parties or third parties clearly out of Landowner's influence, the exercise of third-party or public property rights unforeseen at the time of the execution of this Easement (such as the revival of an ancient legal public road), or fire, flood, storms, earth movement, or prudent emergency actions taken by Landowner to prevent or mitigate damage from such outside causes.

Holder has the right, but not the obligation, either separately or collectively with Landowner, to pursue all legal or equitable remedies against any third party responsible for any actions inconsistent with the provisions of this Easement. Nothing in this provision shall be construed as imposing liability upon a prior Landowner of the Protected Property when the non-compliance occurred following the termination of that prior Landowner's ownership or control of the Protected Property.

#### 6. Waiver of Timing Objections

Holder prefers to resolve non-compliance issues without litigation when feasible. No delay or omission by Holder in the discovery of any non-compliance or exercise of any right or remedy upon any breach by Landowner or third party shall impair Landowner's rights or remedies or be construed as a waiver of enforcement rights.

### **V. Miscellaneous**

#### 1. Approvals

Where Landowner is required, as a result of this Easement, to obtain the prior written approval of Holder, Holder shall review the request and respond in a timely manner. Landowner shall likewise provide information in a timely manner that Holder requests as part of its review. In the event Holder has designated in writing another organization which shall have the authority to grant such approval, the approval of that designee shall be deemed to be the approval of Holder. Landowner shall reimburse Holder or Holder's designee for all extraordinary costs, including staff time, incurred in reviewing any unusual proposed action requiring Holder's approval, but not those costs of approval requests which are expected and routine in scope. When Holder has authorized a proposed action requiring approval under the terms of this Easement, Holder shall, on request, provide Landowner with a written letter or recordable notice memorializing the approval.

#### 2. Other Laws

The construction of any buildings, structures, or improvements, or any use of the land otherwise permitted under this Easement shall be in accordance with all applicable laws, ordinances, statutes and regulations.

### 3. Assignment of Easement

Holder may transfer this Easement, but only to a qualified conservation organization that agrees to enforce the terms and Purposes of this Easement in accordance with the regulations established by the Internal Revenue Service governing such transfers. If at any time it becomes impossible for the Holder to ensure compliance with the restrictions and covenants contained herein, or Holder ceases to exist, then Holder's rights and duties herein shall vest in full and fall upon another entity having similar purposes to which such rights and duties may be awarded by a court of competent jurisdiction under the doctrine of *cy pres* which provides for substitutions that respect the intentions of the original parties.

### 4. Condemnation

In the event all or any portion of the Easement interests conveyed to Holder herein are extinguished by eminent domain or other legal proceedings, Holder shall be entitled to any proceeds which pertain to the extinguishment of Holder's rights and interests, as if all restrictions described by those interests were fully restored. Any proceeds from extinguishment shall be allocated between Landowner and Holder using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property encumbered by this Easement, as determined by a qualified appraisal. Reference is made to Treasury Regulations Section 1.170-A-14(g)(6)(ii) as it exists at the time of this writing, or to applicable successor regulations, for more detail. Holder shall use any such proceeds to conserve undeveloped and open space land pursuant to its mission. The respective rights of Landowner and Holder herein shall be in addition to, and not in limitation of, any rights they may have at common law with respect to a modification or termination of this Easement by reason of the exercise of powers of eminent domain.

### 5. Changed Conditions and Amendments

Landowner acknowledges that uses prohibited by this Easement may, in the future, become more economically valuable than permitted uses; Landowner likewise has considered that neighboring properties may be put entirely to such prohibited uses. Landowner and Holder expressly intend that any such changes in the economy or to nearby lands shall not be deemed "changed conditions" that might otherwise be used as an argument to alter or terminate this Easement. Likewise, Landowner understands and acknowledges that Holder's interest in this Easement is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Easement unfeasible or highly unlikely, unless to clarify the terms consistent with the Purposes or make them more restrictive.

### 6. Liabilities

Holder shall be under no obligation to maintain the Protected Property or to pay any taxes, liens, judgments or assessments thereon. Holder shall not be considered an "owner" or "operator" under any solid waste disposal or hazardous waste cleanup laws. Landowner shall indemnify and defend Holder from and against any liabilities including attorney's fees and costs, derived from any hazardous waste law enforcement action or from Landowner's ownership or operation of the Protected Property, unless Holder's action or misconduct contributed to the liability.

### 7. Transfer of Protected Property

**In any deed conveying an interest in all or part of the Protected Property, the transferring Landowner shall make reference to this Easement and shall indicate that this Easement is binding in perpetuity upon all successors in interest in the Protected Property.** A Landowner transferring the Protected Property shall notify Holder of the upcoming transfer at least five (5) business days in advance of the transfer, and no later than thirty (30) days after the transfer, any new successor Landowner shall copy Holder with the newly recorded deed, as well as the new Landowner's name and contact information.

8. Record Marketable Title Act

Holder shall be entitled to re-record this Easement, or to record a notice making reference to the existence of this Easement, in the appropriate 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.

9. Easement Interpretation

Invalidation or waiver of any of the provisions herein shall not affect any other provision of this Easement. Titles and subtitles are for the convenience of the reader and have no contractual significance. The terms "Landowner" and "Holder" include their respective successors and assigns who have any legal ownership or fiduciary interest in the Conservation Area, which may include heirs, trustees, executors, and administrators. The same terms apply whether any Landowner or Holder is a person or entity, male or female, singular or plural.

TO HAVE AND TO HOLD all interests described in this Easement, with all the privileges and appurtenances thereof, to Holder, **Greensboro Land Trust, Inc.**, its successors and assigns, to its own use and benefit forever, and Landowner, [**\*full legal name again**] for [**\*himself, herself, themselves and his/her/their**] heirs, successors and assigns, does covenant with the Holder, its successors and assigns, that until the ensembling of these presents, [**\*s/he/they is/are**] the sole owner[**\*s**] of the premises and [**\*has/have**] good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those previously of record, and Landowner hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands this \_\_ day of \_\_\_\_\_, 2008.

**LANDOWNER:**

\_\_\_\_\_  
[**\*name**]

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

At \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2008, [**\*full legal name of landowner, above**] personally appeared and he/she/they acknowledged this instrument, by him/her/them sealed and subscribed, to be his/her/their free act and deed, before me.

\_\_\_\_\_  
Print Name:  
Notary Public  
My commission expires: 2/10/

**Accepted by HOLDER: Greensboro Land Trust, Inc.**

By \_\_\_\_\_  
Clive S. Gray, Chair, duly authorized

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

At \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2008, Clive S. Gray, the Chair and duly authorized agent of the Greensboro Land Trust personally appeared and he acknowledged this instrument for the purposes therein, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Greensboro Land Trust, Inc., before me.

\_\_\_\_\_  
Print Name:  
Notary Public  
My commission expires: 2/10/

**SCHEDULE A**  
**PROTECTED PROPERTY**

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[Example for a conservation property that is a portion of the landowner's overall premises]

The Landowner's overall "**premises**" is referenced as follows:

The Protected Property consists of a portion of the overall premises located at xxx, Town of Greensboro, Orleans County, Vermont, conveyed to Landowner [\*legal name on deeds] by the following:

- (a) Warranty Deed of \*\*\* dated \*\*\* and recorded in Book \*\*\* at Page \*\*\* of the Greensboro Town Land Records;
- (b) Quitclaim Deed of \*\*\* dated \*\*\* and recorded in Book \*\*\* at Page \*\*\* of the Greensboro Town Land Records.

Excepting [anything that got conveyed away]...

Reference may be made to these deeds and records, and to the deeds and records referred to therein, in further aid of this description.

Reference may also be made to a survey entitled [\*\*\*] by [\*\*\*] dated [\*\*\*] recorded at Map Book \* at Page \* of the Greensboro Town Land Records.

The "**Protected Property**" is described as follows:

[\*\*\*describe in detail]

xxxxxx

xxxxxx

All distances set forth herein are understood to be given as "more or less".

xxxxxx

Landowner and Holder 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 Easement. If, in the future, the Landowner or Holder shall prepare a survey of the Protected Property, or 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.

[\*This notice does not need to be included in the final, recorded document]

**IMPORTANT NOTICE**

In the event the Landowner intends to declare the Easement as a charitable deduction for federal income tax purposes, federal laws require the Landowner 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 Landowner'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 staff of the Greensboro Land Trust will be happy to provide further information about these requirements. However, Landowner should have all documents reviewed by his legal advisors and tax advisors before signing to ensure that his interests are fully protected.

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