

OPEN SPACE AGREEMENT

THIS AGREEMENT (the “Agreement”) made this ____ day of _____, 2024 between Roland & Lisa Gaujac of Charlotte, Vermont (hereinafter collectively referred to as “Grantor”) and the TOWN OF CHARLOTTE, a municipal corporation situated in Chittenden County, Vermont (hereinafter referred to as “Municipality”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain lands in the Municipality which Grantor acquired by Warrantee Deed of Lantern Vision, LLC dated August 17, 2006 and recorded in Volume 164 at Page 111 of the Land Records of the Municipality; and

WHEREAS, Grantor is developing said lands as a two (2) lot commercial subdivision which is shown and depicted on a subdivision plat entitled “2-Lot Subdivision, Old Lantern Property, Roland & Lisa Gaujac, 3250 & 3260 Greenbush Road, Charlotte, Vermont,” Sheet P1, prepared by Civil Engineering Associates Inc., dated March 10, 2023, last revised July 26, 2023, and recorded in Map Slide 214, page 4 of the Town of Charlotte Land Records (the “Plat”); and

WHEREAS, Grantor has received final subdivision approval from the Municipality’s Development Review Board for Grantor’s project by written decision on Final Plan Review for Application #DRB22-273-SD, dated August 23, 2023; and

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

WHEREAS, Grantor and the Municipality recognize the value of retaining the rural character of said lands and preserving them in their open condition and in so doing furthering their aesthetic and community 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 Grantor in furtherance of the purposes enumerated in 10 V.S.A. § 6301.

NOW, THEREFORE, Grantor for and in consideration of the Development Review Board’s approval of the subdivision, 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 property described in Exhibit A (the “Property”) attached hereto, incorporated by reference herein and made a part hereof, consisting of the following:

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, Grantor, for themselves and their heirs, executors, administrators 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 Grantor, their heirs and assigns, shall have the right, subject to the written approval of the Development Review Board, to construct permanent recreational facilities or other similar improvements.

(b) 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 other than as necessary to construct the improvements shown on the Plat or the recreational facilities specifically allowed under subsection (a) hereof.

(c) Grantor, their heirs and assigns, shall have the right to maintain the open space area and structures located within 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 except for motorized vehicles used in the normal course of access and maintenance of the Property, or motorized vehicles necessary to accommodate users of differing abilities.

(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.

Grantor, for themselves and their heirs 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.

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 Grantor divests themselves of either fee simple title or possessory interest in the Property or in any of the Property forming a part of the development.

The Property is subject to (i) an Easement to the Town of Charlotte for future wastewater disposal access granted to the Town of Charlotte; (ii) a 20' wide water easement in favor of Lot LV 1.0; (iii) a 20' wide Pedestrian Easement granted to the Town of Charlotte; a 40' wide access easement to Michael and Karen Frost and Chris Kingston; all as depicted on the aforementioned Plat.

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 Grantor, their heirs 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 Grantor, for themselves and thier heirs 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 parties execute this Agreement as of the date first above written.
IN THE PRESENCE OF:

Lisa Gaujac

Roland Gaujac

TOWN OF CHARLOTTE

By: _____
James Faulkner, Selectboard Chair and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At _____, Vermont, this ____ day of _____, 2023, Roland Gaujac and Lisa Gaujac, personally appeared, and they acknowledged this instrument, by them signed and sealed to be their free act and deed.

Before me, _____
Notary Public
My Commission Expires: 1/31/2025
My Commission No.: _____

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At _____, Vermont, this ____ day of _____, 2023, _____, duly authorized agent of the Town of Charlotte, personally appeared, and he acknowledged this instrument, by him signed and sealed to be his free act and deed of the Town of Charlotte.

Before me, _____
Notary Public
My Commission Expires:1/31/2025
My Commission No.: _____

EXHIBIT A
Property Description to Open Space Agreement

The supplemental open space being comprised of two areas.

1. Being approximately 0.92 acres of land along the western edge of Lot LV 1.1; and
2. A 1.0 acre triangle shaped area of land located along the boundary of the Town-owned land on Barber Hill on Lot LV 1.0;

Depicted as “Open Space (hatched)” and shown as two cross-hatched areas on the Plat of Survey entitled, “2-Lot Subdivision, Old Lantern Property, Roland & Lisa Gaujac, 3250 & 3260 Greenbush Road, Charlotte, Vermont,” Sheet P1, prepared by Civil Engineering Associates Inc., dated March 10, 2023, last revised July 26, 2023, and recorded in Map Slide 214, page 4 of the Town of Charlotte Land Records; and

Being a portion only of the lands and premises conveyed to Roland and Lisa Gaujac by Warranty Deed of Lantern Vision, LLC dated August 17, 2006 and recorded in Volume 164 at Page 111 of the Town of Charlotte Land Records;

Being all and the same land and premises conveyed to Lantern Vision, LLC by Two deeds:

1. by Warranty Deed from Earl L. Burns, Mary Burns, Richard E. Burns, Barbara R. Burns and North Central Auto Body, Inc. dated August 31, 2000, and recorded August 31, 2000 in Volume 112 at Pages 121-124 of the Town of Charlotte Land Records, and containing 5.02 acres, more or less (herein after referred to as the “Old Lantern Parcel”); and
2. Quit Claim Deed of Peter J. Coleman dated July 7, 2005 and recorded in Volume 160 at Page 276 of said Land Records, and containing 4.52 acres more or less (herein after referred to as the “Reserved Farmhouse Parcel”).