

Synopsis of a “Conservation Easement Deed”

This should not be considered a replacement, legal interpretation, or substitute for reading the document itself. Generally, the UVLT Conservation Easement provides for the following basics; each easement is different and may include provisions not described here.

I. Introductory Paragraphs

Statement of parties to the deed, description of property (referring to attachments), recitals, contractual language showing legal conveyance, and definitions of common terms used throughout the easement.

II. Purposes of the Easement

The purposes of the conservation easement are to conserve the scenic, undeveloped [____] acres of land from development, valuable farmland, important wildlife habitat, (etc.), in accordance with state policy. The Purposes are guiding principles that UVLT will look to if and when specific issues are not directly addressed by the easement.

III. Use Limitations

On the Protected Property, landowners (current and future) may not:

- (A) build any residential (unless specifically reserved), commercial or industrial structures;
- (B) convey rights-of-way or utility easements (with exceptions for those already of record);
- (C) put up certain signs like billboards (with many exceptions);
- (D) dump trash or hazardous material;
- (E) mine materials from the land or substantially change its topography;
- (F) subdivide the land;
- (G) perform activities that are inconsistent with the Purposes of the Easement.¹

IV. Reserved Rights

On the Protected Property, landowners (current and future) may:

- (A) farm the land and have livestock, fields, woodlands and orchards;
- (B) harvest timber and construct roads for harvesting if done with an approved forest management plan. Without a forest management plan, the landowner may still cut firewood for personal use and do maple sugaring;
- (C) maintain existing drives and roads or construct new ones if they are exclusively for agricultural or forestry purposes;
- (D) build structures if they are exclusively for agricultural or forestry purposes (subject to UVLT review of the location);
- (E) maintain or improve water bodies or sources for agricultural purposes;
- (F) construct and maintain recreational trails and build small recreational structures (such as a bench, bridge, tent platform or wildlife blind).
- (G) erect small-scale renewable energy structures for energy generation for use on-site;

¹ When a town, quasi-governmental, or non-governmental organization is the owner of the Protected Property, UVLT conservation easements will often provide for the owner to develop (and periodically update) a Management Plan to guide the activities permitted on the land. When the easement refers to consistency with the Purposes of the Easement, it will also refer to the Management Plan.

V. Enforcement and other Legal Provisions

The Land Trust's part of the deal is to enforce the provisions of the conservation easement with landowners, present and future. In this regard:

- (A) The Landowner must provide notice when title of the property is transferred to another owner, and must reference the UVLT easement in the deed;
- (B) UVLT may have access to the property to inspect and monitor it;
- (C) If UVLT finds a violation, it will give the Landowner notice to remedy the problem;
- (D) If there is no resolution, UVLT may pursue other legal remedies to enforce the conservation easement;
- (E) If a court decision is needed, the court may order either party to pay costs and legal fees depending on the outcome of the case;
- (F) UVLT may use emergency orders, or any other remedies that are legally available;
- (G) Delays in enforcement does not mean UVLT gives up any rights to enforce the easement.

VI. Miscellaneous

Besides basic contractual language, the remaining sections provide for:

- (A) reimbursement of staff time if Landowner requests non-routine actions by UVLT staff;
- (B) disbursement of funds if there is ever a government taking (condemnation);
- (C) the Landowner's consent to conform to all applicable laws regarding improvements on the property that are permitted under the easement; and
- (D) that UVLT's responsibilities under the easement can be transferred (such as in the case of UVLT ceasing to exist or failing to uphold its obligations), but only to another organization with the same mission to preserve open space in the public interest;

VII. Conclusion

Concluding language emphasizing perpetuity, giving warranty, signatures of parties, witnesses and notaries public.

- Schedule "A" is a legal description of the Protected Property.
- Schedule "B" is a conservation map of the Protected Property.

Sample Optional Provisions:

- permanent right for public access to the property,² a trail, or canoe campsite
- the right to construct temporary or seasonal structures
- the requirement for an open field to be kept open
- riparian buffers to add protections to prevent cutting vegetation in sensitive areas
- special habitat protections
- permission for archaeological excavation

² Town-owned conservation lands will usually include a provision that ensures public access for low-impact recreational activities, for the benefit and enjoyment of the public.