**CONSERVATION EASEMENT AND RESTRICTIONS**

 (Applicant) having an address of (address) (hereinafter referred to as "Grantor"), hereby grants to the COASTAL RESOURCES MANAGEMENT COUNCIL ("CRMC"), department and agency of the State of Rhode Island, created by law (hereinafter referred to as "Beneficiary", and together with the Grantor sometimes hereinafter collectively referred to as the "Parties"); a Conservation easement and Restrictions in perpetuity in accordance with the provisions hereof, with respect to certain property located in «town» and more particularly described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "Restricted Property").

 Whereas, as of       the Grantor has received the Beneficiary's approval of Grantor's application to       and relating to that certain property (the "Real Property") located in «town», comprised in part of the Restricted Property subject to the Conservation Easement and Restrictions and in part by additional property authorized by CRMC for       in accordance with the above‑referenced approval (the "Altered Property"), together designated as Tax Assessor's Lot «lots», Plat «plats»; and

 Whereas, the Parties agree that the Restricted Property should be left in a “natural, undisturbed condition" as an important natural resource, in its own right, and to act as a naturally vegetated buffer zone consistent with Part 1.1.11 of the Rhode Island Coastal Resources Management Program in perpetuity; and

 Whereas, it is intended that the phrase "natural, undisturbed condition," as used herein, shall mean the condition of the Restricted Property as of the date of this conveyance, and as said condition shall change and evolve naturally with the passage of time, and without any interference, vegetative management or other alteration except as specifically approved herein from any person or persons; and

 Whereas, the parties agree that the intent of preserving the property in a “natural, undisturbed condition” is to specifically serve conservation purposes including, but not limited to providing habitat for native plants and wildlife. At no time shall the presence of non-native plants, plant or animal diseases, fire danger, tick or mosquito born illnesses or other potential risks attributed to a natural unaltered environment be considered an appropriate cause for altering the restricted property unless such alteration is initiated by the beneficiary for sound conservation or public health and safety concerns, and

 Whereas, the Parties intend that this document conform and comply with the definitions and purposes set forth in Title 34, Chapter 39; and Title 46, Chapter 23 of the General Laws of the State of Rhode Island, as amended; and

 Whereas, it is intended by all the parties that the Beneficiary, its successor(s) and assign(s) shall have the right, in perpetuity, to enforce the restrictions hereinafter set forth against the Grantor, its successor(s) and assign(s) that said restrictions shall run with and bind the Restricted Property, in perpetuity; and

 Whereas, Grantor, its successor(s) and assign(s) shall retain all reasonable responsibilities and shall bear all traditional and reasonable costs and liabilities relating directly to the ownership, operation, upkeep, and maintenance of the Restricted Property, including the maintenance of adequate comprehensive general liability insurance coverage; and

 Whereas, Grantor, its successor(s) and assign(s) shall pay, before delinquency, all uncontested taxes, assessments, fees, and charges of whatever description levied on or assessed against the Restricted Property by competent authority, and shall furnish Beneficiary with satisfactory evidence of payment upon reasonable written request; and

 Whereas, Grantor, its successor(s) and assign(s) shall hold harmless, indemnify, and defend Beneficiary and its director, officers, employees, agents, contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising directly from injury to or death of any person, or physical damage to any property, resulting from any act or omission of the Grantor, its successor(s), assign(s) and agent(s), or constituting ordinary negligence or willful misconduct, and relating directly to the Restricted Property, or any condition naturally occurring on the Restricted Property.

 NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration the receipt and the sufficiency of which is hereby acknowledged by both of the Parties, Grantor does hereby, unconditionally, give, grant, bargain, sell, transfer, assign, and convey unto Beneficiary, forever, a perpetual right and easement for conservation and restriction purposes over and on the Restricted Property, in the manner, nature and character and to the extent hereafter expressed, and to that end and for the purpose of accomplishing the intent of the Parties, Grantor, on behalf of itself, its successor(s), and assign(s) does hereby, forever, covenant with Beneficiary to do or refrain from doing upon, or with regard to the Restricted Property, the **various** acts hereinafter set forth, it being hereby agreed and expressed that the doing and the refraining from said various acts, and each of them, on the Restricted Property and the negative easements hereby granted shall be deemed to be covenants running with the Restricted Property and are for the benefit of the beneficiary and all the residents of the State of Rhode Island present and future, to be enforced only by an official representative of the State of Rhode Island, and the Conservation Easement and Restrictions granted hereby are in gross, and appurtenant to land of all owners of real property abutting the Restricted Property, and shall be deemed to be conservation restrictions pursuant to the provisions of RI General Law Title 34, Chapter 39, (1956), as amended.

 The negative easements granted upon the Restricted Property and the acts which Grantor, its successor(s) and assign(s) so covenants to do or refrain from doing upon the Restricted Property or in connection therewith are, and shall be, as follows:

 a. There shall be no cutting, trimming or removal of any trees, plants or shrubs, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,"

 b. The Restricted Property shall not be used to store or place recreational equipment or structures of any kind, whether intended to be temporary or permanent, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,"

 c. No signs, billboards or other advertising material, of any kind, temporary or permanent, shall be placed, stored or erected upon any portion of the Restricted Property.

 d. No domestic livestock or poultry of any kind shall be raised, bred, housed or allowed to enter any part of the Restricted Property. Domestic pets (dogs & cats) shall not be allowed to roam unsupervised within the Restricted Property (i.e. pets must be leashed unless under direct supervision).

 e. No herbicides, pesticides, insecticides or animal or plant control chemicals or chemical of any sort shall be applied to or within the Restricted Property, unless specifically approved herein in accordance with the attached Buffer Zone Management Plan,"

 f. The use of minibikes, motorcycles, snowmobiles, automobiles or other vehicles, propelled by an engine, on any portion of the Restricted Property, is prohibited.

 g. No change in the use and appearance, in any manner, of the Restricted Property shall be caused or permitted,

 h. There shall be (on or in the Restricted Property) no dumping or storing of ashes, trash, rubbish, garbage, sawdust, lawn cuttings, leaves, compost or other material or substances and there shall be no filling, excavating, digging, dredging, mining, quarrying or drilling, removal or disturbance of topsoil, sand, gravel, rock, minerals or other materials or any topographical changes or any building of roads or cause any change in the use and appearance of the Restricted Property in any manner.

 i. There shall not be conducted any activity on or in nor any use of the Restricted Property which damages fish or wildlife, or their habitats, or which alters the existing vegetation or drainage patterns, flood plains, or wetlands, or results in erosion, siltation or other forms of pollution.

 j. There shall be on or in the Restricted Property no creation, construction, maintenance or expansion of any walkways, paths or passages of any kind whatsoever, unless approved by the CRMC in accordance with a CRMC approved "Buffer Zone Management Plan," and attached herein.

 k. There shall be no construction of any buildings, fences or man‑made structures of any kind unless deemed by the CRMC to represent an appropriate conservation practice consistent with the intent of the easement and approved by the CRMC.

 l. Unless specifically approved by this easement at the time of its execution, any Buffer Zone Management plans approved herein and attached to this easement may not be deleted, modified or otherwise amended; nor shall Buffer Zone Management Plans be subsequently attached to this easement.

 IN WITNESS WHEREOF, the Grantor has set his hand and seal this       day of      , 200 .

Dated:

 (Grantor)

STATE OF

COUNTY OF

 In      , on the       day of      , 200 , before me personally, appeared , to me known and known by me to be the party executing the foregoing instrument on his own behalf and he acknowledge said instrument, by him executed, to be his free act and deed.

 Notary Public:

 Printed Name:

 My Commission Expires:

ACCEPTANCE:

 The Coastal Resources Management Council of the State of Rhode Island, acting by and through                                            , its Executive Director , hereunto duly authorized, does hereby accept this grant of Conservation Easement and Restrictions.

For the Coastal Resources Management Council:

Signature Date

Name:

Title:     Executive Director

Conservation Easement and Restrictions/paes 2006