

MEMORANDUM OF UNDERSTANDING BETWEEN
_____ LAND TRUST, INC. AND _____

_____ are owners of _____ acres located on _____ in the town of _____, New York. The _____ wish the land to remain undeveloped in perpetuity and to become a natural resource, subject of accepted, sustainable forest management practices, under the stewardship of the _____ Land Trust. The _____ would like to see the property used and enjoyed by the _____ Land Trust and the public at large for silvicultural studies, nature viewing and study, hiking, fishing, snow shoeing, cross country skiing, birding,, etc. Timber production is encouraged as a laudable goal and objective, as long as it is carried out pursuant to sustainable forest management practices designed to improve and enhance the quality of the forest growth. In order to sustain a viable, healthy forest, the _____ approve of deer hunting and believe it desirable to protect and encourage the regeneration of native vegetation.

The _____ agree to deed the property to the _____ Land Trust with the understanding and condition that no development occurs on the property in the future and that the property is available for public use and enjoyment. However, as part of the agreement to deed the property to the _____ Land Trust, a contract will be entered into with _____ making him the Caretaker of the property, with certain rights and limitations, for a period of ten years, subject to extension by agreement of the respective parties. At date of death or before, by _____ choice, the role and function of Caretaker will cease.

As part of the memorandum of understanding _____ will donate to the _____ Land Trust during _____ a sum of \$ _____. These funds will be for the use and benefit of the _____ Land Trust.

The _____ Land Trust shall be responsible for any, and all, expenses related to the transfer to the _____ Land Trust of the _____ property, as well as subsequent enhancements of the property. These expenses shall include, but not be limited to, surveying, appraisal, title search, property taxes, parking site development, kiosks, etc. _____ will work with _____ Land Trust in identifying and retaining an appropriate surveyor and appraiser, and assist the _____ Land Trust in such other activities and areas that prove helpful and useful.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

Date: _____, _____

Landowner

Landowner

Executive Director

_____ Land Trust, Inc.

STATE OF NEW YORK)
COUNTY OF _____)SS.:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS.:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

