

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, hereinafter referred to as the “Deed”, is made this _____ day of _____ 2013, by and between [insert parcel owner name], hereinafter referred to as the “GRANTOR” and the [INSERT ENTITY NAME], hereinafter referred to as the “GRANTEE” and to the United States of America (“United States”), acting by and through the United States Department of Agriculture (“USDA”), Natural Resources Conservation Service (“NRCS”) acting on behalf of the Commodity Credit Corporation as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Premises and its value for resource preservation and as open space. The Grantor and Grantees are hereinafter collectively referred to as the “Parties”.

WHEREAS, the GRANTOR is the owner in fee simple of those certain parcels of land containing approximately [insert number of acres] acres, located on [insert road/street name] in the Town/City of [Insert Town/City name], County of [insert County name], State of Rhode Island, hereinafter called the “Premises”, as more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Rhode Island General Assembly has determined that land suitable for food production has become extremely scarce in this State, that it is an increasingly valuable resource, and that it is in the best interest of the citizens of the State of Rhode Island that the remaining such land, which is most in danger of being lost, be maintained for farming uses; and

WHEREAS, the GRANTEE has determined that the Premises is valuable for crop production and is a valuable resource as determined by application of criteria set out in the Farmland Preservation Act (Title 42, chapter 82 of the Rhode Island General Laws); and

WHEREAS, the Premises consists of primarily open space and agricultural land and contains agricultural soils that have been classified by the United States Department of Agriculture, Natural Resources Conservation Service as prime and of statewide importance for agricultural production. The open space and agricultural soils of the Premises are referred to herein as the "Conservation Values"; and

WHEREAS, the United States Department of Agriculture, Natural Resources Conservation Service (referred to herein alternately as “United States”, “USDA” or “NRCS”) seeks to protect agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land through the purchase of conservation easements and development rights under the Farm and Ranch Lands Protection Program (16 USC 3838h and 3838i). The Farm and Ranch Lands Protection Program has provided some of the funds for this acquisition, entitling the United States to certain rights as set forth herein; and

WHEREAS, in consideration of a grant to the Grantee from The Nature Conservancy, a District of Columbia non-profit corporation having a Rhode Island office at 159 Waterman Street, Providence, Rhode Island 02906, (“the Conservancy”), to partially fund the purchase price of this Deed to Development Rights, the Conservancy shall have certain rights, as specifically set forth herein, including certain rights to enforce the covenants and restrictions contained in this Deed, as further set forth below; and [This must be modified to include other entities as needed should other funders be part of this endeavor]

WHEREAS, the agricultural soils, and other natural characteristics of the Premises, as well as its state of improvement, are to be described in a Baseline Inventory Report (“Report”) to be prepared by the GRANTEE with the cooperation of GRANTOR. The Report shall be maintained in the offices of GRANTEE. The Report shall describe the condition of the Premises, including the natural characteristics and any manmade structures, as of the date of the Report. The Report may be used by GRANTEE to assure that any future changes in the use of the Premises are consistent with the terms of this Conservation Easement (also referred to herein as “this Deed”). However, this Report is not intended to preclude the use of other evidence to establish the condition of the Premises at the time this Deed is executed if there is controversy over the Premises’ use; and

WHEREAS, the GRANTOR is willing to devote the Premises to agricultural production and to restrict the use of the Premises according to terms and conditions hereinafter set forth; and

WHEREAS, the grant and conveyance of the development rights by the GRANTOR to the GRANTEE will preserve the Premises for crop production, and directly related uses, in accordance with the following terms and conditions; and

WHEREAS, the Rhode Island General Assembly has provided for the use of “conservation restrictions” to preserve land in perpetuity for farming and agricultural uses, among others (Title 34, Chapter 39 of the Rhode Island General Laws); and

WHEREAS, GRANTEE is an organization which is authorized to acquire and hold Development Rights as set out in the Farmland Preservation Act (Title 42, chapter 82, section 4 of the Rhode island General Laws) and qualified to receive funds under the Farm and Ranch Lands Protection Program (“FRPP”), 16 U.S.C 3838h and 3838i, which is administered by the Natural Resources Conservation Service (“NRCS”), an agency under the United States Department of Agriculture (“USDA,” also generally referred to herein as the “United States”), as part of the cost of acquiring this Deed, in accordance with the cooperative agreement between the United States of America, Commodity Credit Corporation and Grantee. It is the purpose of FRPP to purchase interests in land in order to protect prime, unique and other important agricultural soils by limiting nonagricultural uses of the land.

WHEREAS, the parties hereto wish to avail themselves of the provisions of said laws governing “conservation restrictions”.

NOW THEREFORE, for and in consideration of [INSERT THE AMOUNT IN WRITING] (\$insert the amount in numerals), the receipt and sufficiency of which GRANTOR hereby acknowledges, GRANTOR, does hereby forever grant, transfer, assign and convey in perpetuity to the GRANTEE with warranty covenants the development rights to the Premises, of the nature and character described in Exhibit "B", "Covenant Regarding Restriction of Property to Agricultural Uses", which is attached hereto and made a part hereof, and covenants that said development rights, and the restrictions and the conditions set forth in Exhibit "B" shall bind Grantor and her heirs, successors, and assigns, and that said restrictions and conditions shall be perpetual and shall run with the land, and that the Premises shall not be converted to non-agricultural uses.

1. PURPOSE. It is the purpose of this Deed to assure that the Premises will be retained forever substantially unchanged from its present natural condition and its present aesthetic, agricultural and open space condition and to prevent any use of the Premises that will significantly impair or interfere with the Conservation Values of the Premises by limiting nonagricultural uses of the land. Grantor intends that this Deed will confine the use of the Premises to activities that are consistent with the purpose of this Deed.
2. GRANTOR agrees that prior to breaking out any of the Premises into cropland that it will contact NRCS for a highly erodible lands determination. If NRCS determines that the soils on the Premises are highly erodible, then GRANTOR agrees to comply with the following terms. As required by section 1238I of the Food Security Act of 1985, as amended, the GRANTOR, its successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the Eastern/Southern/Northern Rhode Island Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of the transaction of this Deed. However, the GRANTOR may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Premises, with advance notice to the GRANTOR, in order to monitor compliance with the conservation plan. In the event of noncompliance with the conservation plan, NRCS shall work with the GRANTOR to explore methods of compliance and give the GRANTOR a reasonable amount of time, not to exceed twelve months, to take corrective action. If the GRANTOR does not comply with the conservation plan, NRCS will inform GRANTEE of the GRANTOR's noncompliance. The GRANTEE shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the GRANTOR to correct such

noncompliance, and (c) GRANTOR has exhausted its appeal rights under applicable NRCS regulations. The provisions of this paragraph shall apply only to compliance with the conservation plan and shall not be applicable to the restrictions set forth in Exhibit B which must be complied with at all times. If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the GRANTOR to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the GRANTOR may be or become subject.

3. Under this Deed, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will exercise these rights under the following circumstances: In the event that the Grantee fails to enforce any of the terms of this Deed, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Deed through any and all authorities available under Federal or State law.
4. If the Secretary of the United States Department of Agriculture, or his or her successors or assigns, fails to exercise the United States' rights to enforce the terms of this Deed, the land trust may enforce any of the terms of this Deed. It is understood and agreed by all parties to this Deed that the land trust does not, by this provision, take on any obligation to enforce the covenants and restrictions contained in this Deed
5. GRANTEE has the right to enforce the terms and conditions of this Deed. Upon reasonable advance notice to the GRANTOR, GRANTEE, GRANTEE'S agents, the United States or the Conservancy may enter the Premises to inspect for violations. If GRANTEE finds a violation, GRANTEE may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, GRANTEE shall notify GRANTOR in writing of the violation. Except when an ongoing or imminent violation could as determined by GRANTEE, seriously impair the Conservation Values of the Premises, GRANTEE shall give GRANTOR written notice of the violation and thirty (30) days to correct it before filing any legal action. If GRANTOR fails to cure the violation within thirty (30) days after receipt of a notice of violation, GRANTEE may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Premises to the condition that existed prior to any such injury.
6. GRANTOR covenants that she/he is seized of the Premises in fee simple, has good right to grant and convey the aforesaid development rights, that the Premises is free and clear of any and all encumbrances and that all existing liens, attachments, mortgages or similar encumbrances on the Premises have been discharged. Any mortgage or lien arising after the

date of this Deed to Development Rights must be subordinated to the terms of this Deed to Development Rights. Any liens, mortgages, easements, or other clouds on title existing prior to the date of the Deed to Development Rights must be subordinated to the Conservation Easement or otherwise appropriately dealt with prior to recording the Conservation Easement.

7. Upon transfer of the Protected Property or interest in the Protected Property from one Landowner to another, the conveyance document must expressly refer to this Deed to Development Rights and be subject to its terms.
8. If GRANTEE at some future time acquires the underlying fee title in the Premises, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.
9. GRANTOR must indemnify and hold harmless the United States and GRANTEE, their employees, agents, and assigns for any and all liabilities, claims, including bodily injury and death, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Premises, which may arise from, but are not limited to Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Deed, or violations of any Federal, State, or local laws, including all Environmental Laws."
10. GRANTOR warrants that she/he is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any government authority of any violation or alleged violation of, noncompliance or alleged noncompliance with or any liability under any Environmental Law relating to the operation or conditions of the Premises. Grantor further warrants that she/he has no actual knowledge of a release or threatened release of Hazardous Materials; as such substances and waste are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to hold harmless and indemnify the United States and the Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Premises, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Premises. Grantor's indemnification obligation will not be affected by any authorization provided by the Grantee or the United States to the Grantor with respect to the Premises or any restoration activities carried out by Grantee at the Premises; provided, however, that the

Grantee is responsible for any Hazardous Materials contributed after this date to the Premises by the Grantee.

The terms “Environmental Law” and “Environmental Laws” mean any and all Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communications, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, and building and land use as may now or at any time hereafter be in effect.

The term “Hazardous Materials” means any petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous waste, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.”

11. This Conservation Easement constitutes a real property interest immediately vested in the GRANTEE and the United States and may be extinguished, in whole or part, only with the approval of the GRANTEE and the United States. If the Conservation Easement is extinguished/terminated or condemned, in whole or in part, under circumstances requiring payment of monies to GRANTOR, then the Westerly Land trust, [insert other entity if they are part of the funding], and the United States are entitled to their proportional share each of net sale proceeds or condemnation award representing an amount equal to the ratio of the then appraised value of this conservation Easement to the then fair market value of the Premises as these values are determined at the time of the termination, extinguishment or condemnation of this Conservation Easement. As between themselves for purposes of sharing any such proceeds or awards, the proportional shares of the Westerly Land Trust, [insert other entity if they are part of the funding], and the United States are [insert % funding from each entity – United States cannot be more than 50%] respectively, representing the proportion each party contributed to the purchase price of the Conservation Easement. This paragraph does not pertain to the underlying fee ownership of the Premises.
12. This Conservation Easement may be amended only if in the sole and exclusive judgment of the Grantee, [insert other entity if they are part of the funding], and the United States such amendment furthers or is not inconsistent with the purposes of this Conservation Easement. Any such amendment must be mutually agreed upon by the Grantee, [insert other entity if they are part of the funding], the Grantor, and the United States, signed and duly recorded by the parties and comply with all applicable laws and regulations. The Grantee must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation.

Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed 2 acres for the entire Premises.

13. GRANTOR further covenants that she/he and her assigns agree to be responsible for all maintenance and upkeep on the Premises and to pay all real estate taxes and assessments levied by competent authorities on the Premises.
14. This Deed shall be interpreted under the laws of the State of Rhode Island and the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of GRANTEES so as to preserve the conservation values of the Premises and to give maximum effect to the purposes of this Deed.
15. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.
16. All correspondence related to this Conservation Easement must be sent to the parties at the addresses listed below:

Grantor: [insert name and address of Grantor]

Local Grantee: [insert name and address of Grantee(s)]

United States: Natural Resources Conservation Service
 60 Quaker Lane, Suite 46
 Warwick, RI 02886
17. The covenants, terms, conditions, and restrictions of this Deed shall be binding upon and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Premises. The terms “GRANTOR” “GRANTEE” and “UNITED STATES” whenever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named GRANTOR and her successors, and assigns, the above-named GRANTEE and its successors and assigns and the UNITED STATES and its assigns.

TO HAVE AND TO HOLD the said Deed to Development Rights hereunto the GRANTEE and United States, and their successors and assigns forever.

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

WITNESS:

[insert landowner name]

By: _____
[Insert landowner name]

[INSERT ENTITY NAME]

By: _____
[Insert Name of Individual] , President/Chairperson

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES
CONSERVATION SERVICE

The rights conveyed herein are accepted by the undersigned official on behalf of the administering agency Natural Resources Conservation Service, an agency under the United States Department of Agriculture of the United States of America.

Name: _____ Rhode Island State Conservationist

State of Rhode Island, County of Kent

STATE OF RHODE ISLAND
COUNTY OF

In _____, in said County and State, on the ___ day of _____, 2013, before me personally appeared [insert landowner name] [farm name if applicable] to me known and known by me to be the party executing the foregoing instrument for and on behalf of [insert farm name if applicable], and he/she acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of [insert farm name if applicable].

Notary Public
My Commission Expires:_____

STATE OF RHODE ISLAND
COUNTY OF [INSERT COUNTY]

In _____, in said County and State, on the ____ day of _____, 2013, before me personally appeared [Insert Name of Person], the President/Chairperson of [INSERT ENTITY NAME], to me known and known by me to be the party executing the foregoing instrument for and on behalf of [INSERT ENTITY NAME] and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of [INSERT ENTITY NAME].

Notary Public
My Commission Expires:_____

STATE OF RHODE ISLAND
COUNTY OF [INSERT COUNTY]

In _____, in said County and State on the ____ day of _____, 2013, before me personally appeared R. Phou Vongkhamdy, State Conservationist, of the United States Department of Agriculture, Natural Resources Conservation Service, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the United States Department of Agriculture, Natural Resources Conservation Service, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the United States Department of Agriculture, Natural Resources Conservation Service.

Notary Public
My Commission Expires:_____

Exhibit A

Land Description

[INSERT LAND DESCRIPTION]

Exhibit “B”
Covenant Regarding Restriction of Property to Agricultural Uses

A The Grantor covenants for itself, its heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not used in violation of the purposes of this Conservation Easement, including but not limited to the following restrictions as said restrictions may be limited or affected by the provisions of Paragraph B below:

- (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt driveway, road, parking lot, mobile home, utility pole, tower, conduit or line or other temporary or permanent structure or improvement requiring construction shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this covenant and except that Grantor retains the right to construct or place within the Farmstead Area depicted in Exhibit C buildings, structures, or parking areas for agricultural purposes (including, but not limited to, barns, sheds, and greenhouses), and including buildings for related retail sales, subject to the provisions of this Covenant and approval required in Section C hereof.
- (2) No loam, peat, gravel, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, or removed from the Premises unless approved by the Grantee under Section C hereof. Mining or extraction of soil, sand, gravel, oil, natural gas, or other mineral is prohibited, except that Grantor may extract soil, sand, and gravel solely for a permitted use on the Premises in a manner consistent with the conservation purposes of this Deed.
- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever not normally used in accepted agricultural practices shall be placed, stored, dumped or permitted to remain on the Premises. Except that storage of agricultural products, byproducts (including the compositing of biodegradable matter for use on the Premises) produced on the Premises and agricultural equipment in use on the Property is allowable so long as such storage is done in accordance with all applicable laws and regulations and in such a manner so as to not impair the Conservation Values of the premises.
- (4) With the exception of snowmobiles, here shall be no operation of dune buggies, motorcycles, all-terrain vehicles (ATVs) or other types of motorized recreational vehicles on the Premises, except as necessary to carry-out activities otherwise allowed by this Deed. Cars, trucks, and other farm and ranch vehicles shall not be considered as recreational vehicles when used for the agricultural purposes allowed by this Deed. All permitted vehicle use shall be conducted in a manner that minimizes damage to the Conservation Values of the Premises.
- (5) There shall be no industrial, commercial, or for-profit recreational activity undertaken or allowed on the Premises, other than those necessary in the operation or uses of the

Premises expressly permitted by this Deed. No right of passage shall be granted or retained across or upon the Premises if that right of passage is used in conjunction with such prohibited activities.

- (6) No use shall be made of the Premises, and no activity thereon shall be permitted which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of agricultural lands. No activity, including, but not limited to, drainage or flood control activities shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices. Forest management and timber harvesting activities shall be performed in accordance with a forest management plan consistent with Deed to Development Rights and prepared by a licensed professional forester. Said plan must have been prepared and approved by GRANTEE not more than 10 years prior to the date any harvesting is expected to commence or must have been updated and approved at least 30 days prior to said date. The GRANTOR is permitted to construct ponds and restore wetlands in accordance with an NRCS Conservation Plan and NRCS standards and specifications. Ponds must support agricultural operations such as irrigation, livestock, water supplies, or fire control. Wetlands must either be used to treat agricultural waste or support critical habitat for wildlife species. The size of the ponds and wetlands must be supported by the appropriate documentation in the NRCS Conservation Plan case file.
- (7) No structure or land upon which it is situated shall be sold separately or otherwise severed from the Premises.
- (8) No use or development of the Premises other than for agricultural purposes shall be permitted, except that in accordance with the procedures set forth under Section C hereof.
- (9) No subdivision or division of the Premises or any portion thereof into two or more lots shall be permitted.
- (10) GRANTOR must retain all water rights necessary for present or future agricultural production on the Protected Property and may not transfer, encumber, lease, sell, or otherwise separate such quantity of water rights from the title to the Premises.

B Except for any provisions of this instrument to the contrary, the Grantor hereby reserves to and for herself and her heirs, devisees, legal representatives, successors and assigns all other customary rights and privileges of ownership including the right to conduct or permit the following activities on the Premises:

- (1) The maintenance and use of existing trails and farm and wood roads on the Premises, substantially in their present condition or as reasonably necessary for the uses thereof or hereinafter permitted.

- (2) Within the Farmstead Area depicted in Exhibit C, the constructing or placing of buildings, structures and associated fences, or parking areas for agricultural purposes (including, but not limited to, barns, sheds, and greenhouses), and including buildings for related retail sales so long as such construction or placement is done in such a manner as to not impair the Conservation Values of the Premises and all subject to the prior written approval of the Grantee as provided in Section C hereof. Structures, improvements, paved roads and other impervious surfaces located on the Premises, including those existing on the date of this Deed, as indicated in the Baseline Documentation Report, shall not exceed 2 percent of the total area of the Property. Impervious surface is defined as any material which covers land and inhibits the percolation of water directly into the soil, including, but not limited to, buildings, roofing, the area covered by permanent or nonpermanent structures, macadam and pavement, concrete, paved and stone driveways, roads, and parking areas, including proposed structures that are either permanent or temporary.
- (3) The installation, maintenance, and repair of utility facilities and services over the Premises for the purpose of providing utility service to the Premises and for permitted uses that are consistent with the purposes of this Deed.
- (4) Agritourism operation including, but not limited to, farm tours, work experiences, field trips, petting zoos, crop mazes, and hay rides.
- (5) Recreational and Educational Activities that do not require infrastructure (impervious surfaces) are permitted as long as such activities are consistent with the purposes of this Deed to Development Rights and do not adversely impact the soils and/or agricultural operations on the Protected Property.
- (6) Signs to identify the farm or ranch, signs to advertise products or services provided by the farm or ranch, and signs to identify the farm or ranch as a participant in FRPP and the State Farmland Preservation Program.
- (7) Existing fences may be repaired and replaced and new fences may be built on the Protected property as necessary for agricultural operations on the Protected Property, including customary management of livestock and to delineate the boundary of the Protected Property.

C The parties hereby covenant and agree that for all other approval required from the Grantee relative to this covenant, the following procedure shall be followed:

- (1) The Grantor shall notify the Grantee in writing of any intended use or intent to engage in any activity (including construction) when such use or activity requires approval hereunder, and shall submit to the Grantee for approval plans and such other information the Grantee requires to reasonably determine that the use, activity, structure or building is consistent with the purpose of this covenant. Prior to making an application for approval under this section, the Grantor shall have obtained all other required permits.