

**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS  
AND PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **TOWN OF CHARLOTTE**, a Vermont municipality located in Chittenden County, Vermont, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to and in furtherance of the purposes stated in 10 V.S.A. Chapters 34 and 155, and in consideration of Ten Dollars and other valuable consideration paid to its full satisfaction by the Vermont Land Trust, Inc., does freely give, grant, sell, convey, and confirm unto the **VERMONT LAND TRUST, INC.**, a Vermont non-profit corporation with its principal offices in Montpelier, Washington County, Vermont, and its successors and assigns (hereinafter "Grantee") forever, the development rights, perpetual conservation easement and restrictions and public access easement, as more particularly set forth below, (hereinafter "the Grant"), in certain lands consisting of 21.5 acres, more or less, located in the Town of Charlotte, Chittenden County, Vermont (hereinafter "Protected Property"), said Protected Property and access easement being more particularly described in Schedule A attached hereto and incorporated herein.

This Grant shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The rights hereby conveyed are rights and interests in real property pursuant to 10 V.S.A. §§ 823 and 6303, consisting of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below to the extent that such acts relate to Grantor and not Grantee. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and run with the land. Grantee accepts such covenants in order to achieve the Purposes set forth in Section I, below.

**I. Purposes of this Grant and Management Plan**

A. Statement of Purposes

Grantor and Grantee acknowledge that the Purposes of this Grant are generally to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the State's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs; and specifically the Purposes of this Grant are as follows:

1. The principal objective of this Grant is to conserve biological diversity, native flora and fauna, wildlife habitat, and the environments and ecological processes which support them, as those values exist on the Protected Property on the date of this instrument and as they may evolve in the future.

2. The secondary objective of this Grant is to provide opportunities for recreational, educational and limited silvicultural uses of the Protected Property and conservation of its scenic resources.

3. To advance these purposes by conserving the Protected Property because it possesses the following attributes [*numbers may change, based on more detailed mapping by VLT staff, prior to signing of the easement*]:

a) it contains a Natural Heritage site containing rare and unique forest communities, including areas of Wet-Mesic Clayplain Forest, Very Wet Clayplain Forest, and Mesic Maple-Ash-Hickory-Oak Forest;

b) it has 6.6 acres of wetlands;

c) it contains a headwaters area of and is traversed by 750 feet of Thorp Brook, and 575 feet of two un-named tributaries of Thorp Brook;

d) it contains habitat for several species, including the rare broad beech fern (*Phegopteris hexagonoptera*), uncommon loose sedge (*Carex laxiculmis*), and uncommon Gray's sedge (*Carex grayi*);

e) it provides scenic views along two public highways: Greenbush Road and VT Route 7;

f) it is in the vicinity of 6 other properties previously protected by Grantee; and

g) it contains trails or paths used by the public;

Grantor and Grantee recognize these ecological, scenic, recreational, silvicultural, and natural resource values of the Protected Property, and share the common purpose of conserving these values by this Grant, to prevent the use, fragmentation, or development of the property for any purpose or in any manner which would conflict with the maintenance of these ecological, scenic, recreational, silvicultural, and natural resource values. Grantee accepts this Grant in order to conserve these values for present and future generations.

It is the intent of Grantor and Grantee that this Grant may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990.

**B. Management Plan**

Grantor will, from time-to-time and with assistance from Grantee, develop a comprehensive Management Plan, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plan"). The Management Plan shall be informed by the best current ecological understanding of the unique characteristics of the Protected Property and the natural communities it supports. The Management Plan shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant and which balances the ecological and habitat values of the Protected Property, protection of which is the principal objective of this Grant, with recreational and educational, and limited silvicultural uses, which are secondary objectives; and

2. At a minimum, the Management Plan shall identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and human uses for the Protected Property:

- a) identify and address the management needs of the recreational and educational uses that may need special or more intensive management focus;
- b) describe in detail any activities designed to enhance ecological or wildlife habitat values;
- c) provide a plan for trail use and associated signage that has minimal impact on water quality and plant, wildlife and aquatic habitat; and
- d) otherwise be consistent with the Purposes of this Grant.

The Management Plan may include provision for limited silvicultural activities, including the right to harvest timber and other wood products, as approved by a professional forester in a forest management plan that shall be made a part of the Management Plan, provided that any such activities shall focus on the goals of a) maintaining soil integrity, natural hydrology, and water quality values present on the Protected Property, and b) maintaining the natural structure and species composition of the natural communities present or communities that may develop naturally over time on the Protected Property, informed by the best current ecological science, and shall otherwise be consistent with the principal objective of this Grant stated above. All forest management activities shall employ all applicable recommended practices described in the regulations entitled "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" promulgated by the Vermont Department of Forests, Parks and Recreation, dated August 15, 1987, as may be amended from time to time (the "AMPs"). Forest management of the Protected Property shall be informed by the best current ecological understanding of the unique characteristics of the Protected Property. Silvicultural methods shall strive to mimic the natural, low-intensity disturbance regime specific to the Wet-Mesic Clayplain Forest, Very Wet Clayplain Forest, and Mesic Maple-Ash-Hickory-Oak Forest as well as natural communities that naturally develop in the future in this physical setting.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor, in collaboration with Grantee, shall: (a) secure appropriate input from the general public; (b) develop the Management Plan in a timely and responsive manner; and (c) provide Grantee with a copy of each such proposed Management Plan for its review prior to its adoption as well as a copy of each final adopted Management Plan.

In the context of developing the Management Plan under this Section I(B) and acting in accordance with it under Section III(2), below, Grantors and Grantee may confer about what constitutes the best available ecological science, provided that Grantee's interpretation thereof shall control.

**II. Restricted Uses of Protected Property.**

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

A. The Protected Property shall be used for ecological protection, habitat management, limited forestry activities, educational, non-commercial recreation, and open space purposes only. No residential, commercial, industrial, motorized recreational or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, or moved onto the Protected Property, except as specifically permitted under this Grant.

B. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantee, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantee may grant permission for Grantor to grant any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

C. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs indicating the name of the Protected Property, boundary markers, directional signs, trail markers, and signs regarding hunting or trespassing on the Protected Property. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee.

D. The placement, collection, or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal shall be permitted without such prior written approval.

E. There shall be no disturbance of the surface including, but not limited to, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

F. Grantor shall not give, grant, sell, convey, subdivide, partition, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantee which approval may be granted, denied or conditioned in the Grantee's sole discretion.

G. There shall be no operation of motor vehicles on the Protected Property except for uses specifically reserved such as wildlife and forest management, trail repair and maintenance, handicap access, and for safety or emergency purposes. Notwithstanding the foregoing, Grantor may permit motorized personal assistive mobility devices for use by persons with disabilities on the Protected Property in order to comply with federal and state law.

H. There shall be no manipulation of natural watercourses, marshes, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant.

I. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

### **III. Permitted Uses of the Protected Property.**

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

A. The right to use the Protected Property for all types of non-motorized, non-commercial recreational purposes including, but not limited to, bird-watching, cross-country skiing, hiking, hunting, snowshoeing, trapping, walking and wildlife observation consistent with the Purposes of this Grant. Use of the Protected Property for snowmobiling, and for non-motorized mechanized recreation such as mountain biking and by animals capable of transporting humans (including but not limited to horseback riding) may be permitted in the discretion of Grantor if such uses are regulated in the Management Plan and are consistent with the Purposes of this Grant.

B. The right to use the Protected Property to conduct all activities allowed by the Management Plan, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant. As provided in Section I(B)(2), above, such activities shall be managed having in mind the goals of: (i) maintaining soil integrity, natural hydrology and water quality values; and (ii) maintaining the natural structure and species composition of the Wet Mesic Clayplain Forest, Very Wet Clayplain Forest, and Mesic Maple Ash Hickory Oak Forest, as well as the natural communities that naturally develop on the Protected Property, and the ecological processes that sustain them, as informed by the best current ecological science and shall otherwise be consistent with the principal Purpose of the Grant detailed in Section I, above. Such activities may include, but shall not be limited to the use and management of the Protected Property for non-motorized, non-commercial recreation; the cutting of vegetation to protect public health and safety and promote ecological health and wildlife habitat of the Protected Property; and limited silvicultural cutting provided for in the Management Plan as approved by Grantee, provided that any such cutting is consistent with this Section III(2) and the Purposes of this Grant. This Section III(2) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

C. The right to use, repair and maintain the existing farm road depicted as "Farm Road" on a plan entitled "Vermont Land Trust – Town of Charlotte – Burns Property, Town of Charlotte, Chittenden Co., VT, June 2016", referenced in Schedule A hereto (hereinafter the "Burns Conservation Plan") for the uses permitted under Section III(1), above. The "Farm Road" may be resurfaced to conform with the Grantor's so-called "Town Link Trail" (stabilized base, landscape cloth, gravel surface), provided however, that such resurfacing and all maintenance of trails shall employ all applicable management practices and erosion control devices for roads and stream crossings as detailed in the AMPs or its successor standards, unless otherwise approved in writing by Grantee.

D. The right to use and maintain the existing footpaths depicted as "Trail" on the Burns Conservation Plan and to clear, construct, use and maintain new footpaths for non-commercial walking, skiing, bicycling and other non-motorized, non-commercial, pedestrian based recreational activities within and across the Protected Property; provided that the location, use, construction and maintenance of such trails are consistent with the Purposes of this Grant and are provided for in the Management Plan. All clearing of trees or other vegetation to construct footpaths shall be conducted in a manner so as to render the footpaths and surrounding area natural in appearance and otherwise consistent with the Purposes of this Grant. Such footpaths shall have a compacted earthen surface only. Waterbars and other hand-built structures as essential for pedestrian crossing of surface water or to control soil erosion are permitted, however, boardwalks and other non-essential structures may be permitted only if their location, construction, maintenance and use are specifically provided for in the Management Plan.

E. The right to maintain, repair, replace and use the existing water line and associated improvements under and across the Protected Property, said line and improvements being within a 20 foot wide easement corridor centered on the existing water line from the existing well located on the three and eight-tenths(3.8) acre parcel of land excluded from the Protected Property as described in Schedule A hereto, running westerly across the Protected Property to the twenty-eight and nine-tenths (28.9) acre parcel of land excluded from the Protected Property as described in Schedule A. Grantor shall have the right to convey an easement to current and future users of the water line for maintenance, repair, replacement and use of said water line. Provided, however, Grantor and /or any person to whom Grantor conveys an easement to use the water line shall return the surface of the corridor to its prior condition promptly following any disturbance in the exercise of the rights described in this Section III(5).

F. The right to construct, maintain, repair, replace, relocate, improve and use a pipeline for the transport of wastewater on and across the Protected Property to wastewater disposal fields on the 28.9-acre parcel excluded from the Protected Property under Schedule A hereto ("Exclusion") which may be approved by the Vermont Department of Environmental Protection as hereinafter

provided and conditioned. Grantor shall first obtain the written approval of Grantee for the location, relocation, replacement or improvement of such pipeline on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

1. All reasonable attempts to locate, relocate, replace or improve the pipeline on other lands of Grantor are exhausted; and
2. The pipeline is located in a manner consistent with the Purposes of this Grant and especially minimizes any impact on its ecological attributes; and,
3. The pipeline is designed by a person authorized to do so under the Vermont Department of Environmental Conservation Wastewater System and Potable Water Supply Rules or the then applicable law or regulations governing Systems ("the Rules") retained at Grantor's sole cost and expense, certified by such person as complying with the Rules, installed in compliance with the Rules, certified by person authorized to do so under the Rules as being installed in accordance with the certified design and approved in accordance with all the then applicable Rules.

After Grantor has obtained Grantee's approval for a pipeline serving the Exclusion or adjacent lands, Grantor shall have the right to convey legal access to the owners of the lands to be benefitted by the pipeline for construction, operation and maintenance of the pipeline as an appurtenance only to said benefitted land.

G. The right to construct, repair, maintain, and use a minimal number of minor structures (for example: deer stands, hunting blinds, lean-tos, Adirondack shelters, tent platforms, kiosks) on the Protected Property, but only within the two (2) areas consisting of two and two-tenths (2.2) acres and six-tenths (0.6) acre, each depicted as "Minor Structure Zone" on the Burns Conservation Plan, provided that such structures shall not have any access roads or drives, utility services or facilities, waste disposal systems, or plumbing, and shall not be used for year-round, continuous residential occupancy or for any commercial activity of any nature and shall not exceed 300 square feet of floor space and fifteen feet in height. Grantor shall secure the written approval of Grantee prior to the construction of any such minor structure, which approval shall not be unreasonably withheld or conditioned, provided that the structure complies with the requirements of this Section III(7) and the number and location of such structures is consistent with the Purposes of this Grant.

#### **IV. Public Access.**

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-motorized and non-mechanized dispersed pedestrian recreational and educational purposes (including, but not limited to, bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant and the Management Plan. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee. Notwithstanding the foregoing, Grantor may permit motorized personal assistive mobility devices for use by persons with disabilities on the Protected Property in order to comply with federal and state law.

#### **V. Enforcement of the Covenants and Restrictions.**

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property upon reasonable notice to Grantor. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. If Grantee, in its sole discretion, determines that the event or circumstance of noncompliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as

provided in the Purposes of this Grant, then Grantee may pursue its rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance but which has caused Grantee to incur reasonable, additional costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantee's request and upon Grantor's receipt of proper documentation evidencing such costs, reimburse Grantee for all reasonable, additional costs incurred in investigating the non-compliance and in securing its correction. Said reimbursement obligation shall be premised on Grantee's showing that Grantor, or persons acting on its behalf, at its direction or with its permission, is the cause of such event or circumstance of non-compliance.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action, as may be demanded by Grantee within a reasonable time after Grantor's receipt of notice and reasonable opportunity to take corrective action, shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantee to corrective action on the Protected Property. If such Court determines that Grantor has failed to comply with this Grant in bad faith or without reasonable cause, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs, and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantee promptly upon learning of them. Nor shall Grantee institute any enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief including but not limited to, injunctive relief, as the Court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after termination of said prior owner's ownership of the Protected Property.

## **VI. Miscellaneous Provisions.**

A. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, on request, provide Grantor with a written certification in recordable form memorializing said approval.

B. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, or the subdivision and separate conveyance of any land excluded from this Grant in Schedule A attached hereto, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Charlotte and the State of Vermont and at Grantor's sole expense.

C. Grantee shall transfer the development rights and conservation easement and restrictions conveyed by Grantor herein only to a qualified conservation organization that agrees to enforce the conservation Purposes of this Grant, in accordance with the regulations established by the Internal Revenue Service governing such transfers.

D. If unexpected circumstances arise in the future that make the achievement of the purposes of this Grant impossible or impractical to accomplish, this Grant may be extinguished or terminated by eminent domain or other legal proceedings in whole or in part only in accordance with the laws of the State of Vermont, the Internal Revenue Code, as amended, and the regulations promulgated thereunder and shall be conducted and concluded in such a manner that does not jeopardize Grantee's status as a publicly supported charitable organization under Section 501(c)(3) of the Internal Revenue Code or as a qualified organization under 10 V.S.A. Chapters 34 or 155. In the event the development rights or conservation restrictions conveyed to Grantee herein are so extinguished or terminated by eminent domain or legal proceedings, Grantee shall be entitled to a share of the proceeds of any sale or exchange of the Protected Property formerly subject to this Grant according to the proportional value of Grantee's rights and interests in the Protected Property. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property as a whole, as determined by a qualified appraisal performed at the direction of Grantor effective as of the date of this conveyance in accordance with the requirements for a federal income tax deduction allowable by reason of this Grant pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the proportionate value of Grantee's rights shall remain constant. Grantee shall use any such proceeds in a manner consistent with the conservation purposes of this Grant.

E. In any deed conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement and restrictions described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

F. Grantee shall be entitled to re-record this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Charlotte Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

G. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

H. The term "Grantor" shall include the successors and assigns of the original Grantor, Town of Charlotte. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

I. Grantor shall hold harmless, indemnify and defend Grantee from and against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal or hazardous waste/ hazardous substance cleanup laws or the actions or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents.

J. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidity of any provision hereof shall not affect any other provision of this Grant.

K. Grantor and Grantee recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantee; provided that Grantee determines in its sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantee, and shall be recorded in the Town of Charlotte Land Records. Notwithstanding the foregoing, Grantor and Grantee have no right or power to agree to any amendment that would limit

the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantee under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions and access easement, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, its successors and assigns, to its own use and behoof forever, and the said Grantor, **THE TOWN OF CHARLOTTE**, for itself, and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and it hereby engages to warrant and defend the same against all lawful claims whatever.

*[Signature Page Follows]*

I herein set my hand at Charlotte, Vermont this \_\_\_\_ day of June, 2016.

GRANTOR  
TOWN OF CHARLOTTE

By: \_\_\_\_\_  
It's Duly Authorized Agent

STATE OF VERMONT  
CHITTENDENCOUNTY, ss.

At Charlotte, this \_\_\_\_ day of June, 2016, \_\_\_\_\_  
\_\_\_\_\_ personally appeared and \_\_\_\_ acknowledged this instrument, by \_\_\_\_ sealed and  
subscribed, to be \_\_\_\_ free act and deed and the free act and deed of the Town of Charlotte.

Before me,

\_\_\_\_\_  
Notary Public  
My commission expires: 02/10/2019

**SCHEDULE A  
PROTECTED PROPERTY**

Being all and the same lands and premises conveyed to Grantor by Warranty Deed of Earl L. Burns, Mary A. Burns, Richard E. Burns, Barbara R. Burns, and North Central Auto Body, Inc., dated August 31, 2000, and recorded in Book 112, Page 113 of the Charlotte Land Records.

**Excepted and excluded** from this description of the Protected Property are the following two (2) parcels of land:

1. A twenty-eight and nine-tenths (28.9) acre parcel located on the easterly side of Greenbush Road, and more particularly described as follows as being all of the land of Grantor located westerly of the following described line:

Beginning at an iron pipe marking the northwest corner of land now or formerly belonging to Lindsay Longe and Christopher Mack and the northeast corner of land now or formerly belonging to Mary Mack, Trustee of the Mary H. Mack Revocable Trust, Robert L. Mack, Jr., and David M. Mack; thence proceeding North 04° East a distance of 475 feet, more or less, along the Protected Property to a point; thence turning and proceeding North 75° East a distance of 375 feet, more or less, along the Protected Property to a point; thence turning and proceeding North 10° East a distance of 180 feet, more or less, along the Protected Property to a point on the southerly boundary of land now or formerly belonging to Richard G. LeBoeuf, Trustee of the Richard G. LeBoeuf Family Trust, said point being easterly a distance of 375 feet, more or less, along said southerly boundary from an iron pipe marking the southwest corner of LeBoeuf.

2. A three and eight-tenths (3.8) acre parcel located on the westerly side of U.S. Route 7, and is more particularly described as follows:

Beginning at a concrete monument marking the southeast corner of land formerly of R. Allen, now or formerly belonging to CND, LLC, thence proceeding North 80° 05' 50" West a distance of 150 feet, more or less, along the southerly boundary of CND, LLC; thence turning at a right angle and proceeding South 09° 54' 10" West a distance of 330 feet, more or less, along the Protected Property to a point; thence turning at a right angle and proceeding North 80° 05' 50" West a distance of 215 feet, more or less, across the Protected Property to a point; thence turning at a right angle and proceeding South 09° 54' 10" West a distance of 240 feet, more or less, across the Protected Property to a point on the northerly boundary of now or formerly belonging to Lindsay Longe and Christopher Mack; thence turning and proceeding South 80° 02' 40" East a distance of 455 feet, more or less, along the northerly boundary of Longe and Mack to a concrete monument on the westerly sideline of U.S. Route 7; thence turning and proceeding Northerly a distance of 578.3 feet, more or less, along the westerly sideline of U.S. Route 7 to the point of beginning.

Said excluded parcels are subject to the terms and conditions set forth in a Memorandum of Agreement as Revised February 23, 2015 by and between the Town of Charlotte, Vermont Land Trust, Inc. and Preservation Trust of Vermont recorded in Book \_\_\_ at page \_\_\_ of the Charlotte Land Records.

**Right of Access for Public Recreation, Monitoring and Enforcement.** Grantor does freely give, grant, sell, convey and confirm unto Grantee, forever, a perpetual and non-exclusive easement for ingress and egress by and for the benefit of the public to and from the Protected Property for the recreational purposes set forth in this Grant: on, over and across the 3.8 acre excluded parcel described above to and from U.S. Route 7; and on, over and across the 28.9 acre excluded parcel described above to and from Greenbush Road. Additionally, Grantors do freely give, grant, sell, convey and confirm unto Grantee, forever, a perpetual and separately assignable easement for access to and from the Protected Property on over and across the 3.8 acre excluded parcel described above to and from U.S. Route 7, said easement being on, over and across the easement and right of way for public access described immediately above. Such access easement shall be for limited pedestrian and vehicular use only for purposes of monitoring and enforcement by Grantee in connection with this Grant. The rights of access conveyed herein are in addition to, not in lieu of, the covenants and restrictions otherwise conveyed by this Grant.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on westerly of U.S. Route 7 and easterly of Town Highway #4 (also known as Greenbush Road), in the Town of Charlotte, Vermont, except as excluded above, and generally described as containing 21.5 acres, more or less.

**NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A are not based on a survey or subdivision plat.** The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust – Town of Charlotte - BurnsProperty, Town of Charlotte, Chittenden Co., VT, June 2016" signed by the Grantor and Grantee (referred to throughout this Grant and this Schedule A as "Burns Conservation Plan"). The Burns Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Burns Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. Duplicate signed originals of the Burns Conservation Plan is kept by Grantee in its Stewardship Office and by the Grantor in its office. **The Burns Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

Grantor and Grantee do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantee shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

Reference may be made to the above described deed and record, and to the deeds and records referred to therein, in further aid of this description.