

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

WHEREAS, Amelia Andrews Wagner, Jennifer Andrews Gilligan, Catherine Andrews Couture and Abigail Andrews Allard are the owners in fee of certain real property in Richmond, Chittenden County, Vermont, which has landscape connectivity and natural resource, recreational and aesthetic values in its present state; and

WHEREAS, this property contains 428 acres (more or less) of undeveloped land in forestry use with limited agricultural potential, which provides wildlife habitat and landscape connectivity as well as recreational opportunities; and

WHEREAS, this property is situated within the Northern Appalachian ecoregion, a largely intact forested region which spans the Tug Hill Plateau and Adirondacks in New York, northern Vermont, northern New Hampshire, and western and northern Maine where wildlife largely roam freely across much of the landscape; and

WHEREAS, there is increasing scientific consensus that an essential strategy for sustaining regional wildlife populations and counteracting the negative consequences of habitat loss, fragmentation, and climate change on wildlife is to maintain landscape connectivity sufficient to sustain natural patterns of wildlife movement and allow for species migration, relocation, movement, and other forms of adaptation; and

WHEREAS, this property is located within an area that has been identified as important for regional landscape connectivity by the "Staying Connected in the Northern Appalachians" initiative, a collaboration of 21 public and private entities working together to protect and restore landscape connectivity in key habitat linkages across the U.S. portion of the Northern Appalachians region; and

WHEREAS, in order to facilitate the creation of a town forest and imposition of a perpetual conservation easement on the property, together with the benefits that will accrue therefrom, the Town of Richmond is willing to acquire the underlying fee interest in the property.

THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that AMELIA ANDREWS WAGNER of East Charleston, Vermont; JENNIFER ANDREWS GILLIGAN of Palmyra, Virginia; CATHERINE ANDREWS COUTURE of Broomfield, Colorado; and ABIGAIL ANDREWS ALLARD, of North Clarendon, Vermont, on behalf of themselves, their heirs, executors, administrators, successors and assigns (collectively known hereinafter as the "Grantors"), pursuant to Title 10 V.S.A. Chapters 34 and 1 55 and in consideration of the payment of Ten Dollars and other valuable consideration paid to their full satisfaction, do freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC., a non-profit corporation organized under the laws of the State of Vermont, with its principal office in Montpelier, Vermont, and the VERMONT HOUSING AND CONSERVATION BOARD, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (collectively known hereinafter as the "Grantees") as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Richmond, Chittenden County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein, but this conveyance shall become effective only upon the conveyance by Grantors of the underlying fee interest in the Protected Property to the Town of Richmond, Vermont.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantors herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantees consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below to the extent that such acts relate to Grantors and not Grantees. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land but only if the Protected Property is conveyed to the Town of Richmond, Vermont. In the event that the Protected Property is not conveyed to the Town of Richmond, this instrument shall not burden the Protected Property.

Attest:

VERMONT TRUST,

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I Purposes of this Grant and Management Plan

A. Statement of Purposes

Grantors and Grantees acknowledge the objective of ensuring the availability of the Protected Property for public use and enjoyment, including, but not limited to, educational, recreational and other appropriate community activities and, to that end, the purposes of this Grant (hereinafter referred to as "the Purposes of this Grant") are as follows:

- a. To conserve productive forestland, wildlife habitats, biological diversity, natural communities, riparian buffers, wetlands, soil water quality and native flora and fauna on the Protected Property and the ecological processes that sustain these natural resource values as they exist on the Protected Property on the date of this instrument and as they may evolve in the future;
- b. To provide for non-motorized, non-commercial recreational, educational and other appropriate community uses on the Protected Property;
- c. To conserve open space values, and scenic resources associated with the Protected Property for present and future generations; and
- d. To require that management of the Protected Property be guided by a public management planning process.

2. Recognizing that conservation of productive forestland is included in the purposes of this Grant, and that both the resource values of the Protected Property and responsible forest management standards will evolve over time, the forest management objectives of this Grant are to:

- a. Manage forest stands for long rotations which maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantors and Grantees acknowledge that site limitations, biological factors and public uses may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs and/or maple sap.
- b. Conduct all sugaring and/or forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using the

best available management practices in order to prevent soil erosion and to protect water quality.

3. To promote that the Protected Property will be owned in perpetuity by the State of Vermont, a municipality, or other qualified organization, as defined in Chapter 34 or Chapter 155, Title 10 V.S.A., or such other qualified entity approved by the Grantees.

4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

a. It is a relatively natural and unfragmented forest block that advances the effort to conserve landscape connectivity and wildlife habitat corridors within large forested blocks in the Northern Appalachian ecoregion;

b. It includes 404 acres of forest available for long-term sustainable management for the production of forest products;

c. It contains the following natural communities that are uncommon in Vermont: Complexes of Dry Oak Forest, Dry Oak-Hickory-Hophornbeam Forest, Dry Red Oak-White Pine Forest, and Red Pine Forest;

d. It can be used for numerous recreational, cultural and educational purposes by the public;

e. It includes streams that, with wooded buffers and natural flow, provide an array of ecological benefits including maintaining water quality and providing corridors for species movement;

f. It includes upland, wetland, and riparian habitat for wildlife;

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g. It includes two vernal pools, uncommon natural communities in Vermont that provide critical breeding habitat for multiple amphibian species;

h. It is within one of Vermont's largest blocks of unfragmented interior forest, with between this forest block and the extensive riparian features of the Winooski River corridor;

i. It is in the vicinity of other conserved lands; and

j. It includes a scenic vista from Interstate 89 and US Route 2.

Grantors and Grantees recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the herein conveyed conservation restrictions, development rights and public access easement to prevent the use or development of the protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantees accept the herein conveyed conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

Grantors will, from time-to-time and with assistance from Grantees as reasonably requested, develop comprehensive management plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans 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;
2. At minimum, the Management Plans shall include the provisions required under this Grant, identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and uses for the Protected Property:
 - a. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
 - b. provide for public access and meaningful recreational links to private and public lands;
 - c. include a forest management plan approved by Grantees in accordance with Section I(C), below, if the Grantors propose to harvest timber or commercial non-timber forest products;
 - d. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat resources and historic and cultural features;
 - e. provide for the sustainable use of fish and wildlife resources;
 - f. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas; and
 - g. provide, as necessary, for any proposed use of the Riparian Buffer Zone, Ecological Protection Zone and Vernal Pool Ecological Zone consistent with Sections V, VI and VI', below.
3. Otherwise be consistent with this Grant.

Prior to the final adoption of each Management plan, including updates, revisions and amendments, Grantors shall, in consultation with Grantees: (a) secure appropriate public input from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees with a draft of each such Management plan for its review and approval prior to adoption as well as a copy of each final adopted Management Plan. Grantees' approval of the Management Plans shall not be unreasonably withheld or conditioned if such plans are consistent with the terms of this Grant.

C. Forestry Plan.

Grantors shall not harvest timber, wood products, commercial non-timber forest products,

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or to establish and operate a maple sugaring operation without first developing a forest management plan. Said forest management plan and any updates, amendments or other changes thereto (collectively "the Forestry Plan") shall be submitted to Grantees for their approval prior to any forest management activity. Grantees' approval of the Forestry Plan shall not be unreasonably

withheld or conditioned, if the Forestry Plan has been approved by a professional forester and if the Forestry plan is consistent with the purposes of this Grant. Grantees may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantees may select to determine whether the Forestry plan is consistent with the purposes of this Grant. The forestry Plan shall be consistent with the Purposes of this Grant and shall include at least the following elements (except that, in updates or amendments to the Forestry Plan, those elements of the Forestry plan which do not change need not be re-submitted to Grantees):

1. Grantors' forest management objectives;
2. An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes, including, but not limited to, truck roads, landings and major skid trails);
3. Forest stand ("treatment unit") descriptions, including forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules;
4. Description of any sugaring operation, including how management will account for impacts on species diversity and ecosystem health, and impacts on wildlife movement and public access;
5. Plant and wildlife considerations (identification of known significant habitats and management recommendations);
6. Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places);
7. Historic and cultural resource considerations (identification of known resources and associated management recommendations);
8. Management to be applied within Riparian Buffer Zones, established in Section V below, which may include but are not limited to shading, accumulation of coarse woody debris, harvest timing, water crossings and erosion controls;
9. Management practices to be applied within the Vernal Pool EPZ, established in Section VII, which may include but are not limited to shading, accumulation of coarse woody debris, harvest timing, water crossings and erosion controls.

The Forestry Plan shall be updated at least once every ten (10) years (or at such other intervals as Grantors and Grantees may mutually agree) if Grantors intend to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantors propose a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forestry Plan as approved by Grantees. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, ice, fire, or wind, Grantors may elect to conduct an alternative treatment in which event Grantors shall submit an amendment to the Forestry Plan for Grantees' approval prior to conducting any alternative treatment.

Disapproval by Grantees of a Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantees, however, may approve a Forestry Plan or an amendment thereto proposing a heavy cut in its discretion if consistent with the Purposes of this Grant, including for the following purposes:

1. To release an established understory;
2. To permit the planting of different species of trees or the establishment or re-establishment of a field, orchard, or pasture;
3. Wildlife management; or
4. To promote natural regeneration.

"Heavy cut" shall mean the harvesting of wood products below the "C-Line" or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantees,

II Restricted Uses of the Protected Property

A. The Protected Property shall be used for educational, forestry, non-motorized, non-commercial recreation, habitat conservation, natural area, and open space purposes only, except as otherwise specifically permitted under this Grant. No residential, commercial, industrial or mining activities shall be permitted. Agricultural activities are permitted on that portion of the Protected Property in an existing cleared state. Agricultural activities on the forested portion of the Protected Property may occur only with the prior written approval of the Grantees which may be given, denied or conditioned in Grantees' sole discretion. No buildings, structures, or appurtenant facility or improvements shall be constructed, created, erected or moved onto the Protected property, except as specifically permitted in both Section III below and the Management Plans.

B. No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantees, except as otherwise specifically permitted under this Grant. Grantees may grant such permission (with or without conditions) if in their reasonable discretion they determine that any such improvement is consistent with the Purposes of this Grant. Grantors shall not convey use restrictions or other easements on, over, under, or across the Protected Property without the prior written permission of the Grantees.

C. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantors may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantors, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). Grantees may erect and maintain signs designating the protected Property as land under the protection of Grantees, with the prior written permission of Grantors.

D. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful 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 Grantees and shall be consistent with the Grant and the Management Plans. 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 this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

F. Grantors 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 Grantees which approval may be granted, denied or conditioned — including the condition that the Protected Property be sold for only nominal consideration — in the Grantees' sole discretion.

G. There shall be no operation of motor vehicles on the Protected Property except for uses specifically reserved in Section III below, such as agriculture, wildlife and forest management, education, trail grooming, maintenance, and for safety or emergency purposes, and for certain limited recreational uses as provided in Sections III(A), below. However, Grantors may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by state or federal 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 quality, 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. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned, provided that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

I. No use shall be made of the protected Property, and no activity thereon shall be

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permitted which, in the reasonable opinion of Grantees, is not or is not likely to be consistent with the Purposes of this Grant. Grantors and Grantees 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. Grantees, therefore, in their 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, Grantors 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-commercial, non-motorized 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 and the Management Plan(s). 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, horses) may be permitted in the discretion of Grantors if such uses are regulated in the Management Plans and are consistent with the Purposes of this Grant and are consistent with Section(s) V, VI and VII, below.

B. The right to use and maintain existing unforested areas for agricultural use and to establish, maintain and use fields, orchards and pastures for agricultural uses approved by the

Grantees under Section II(A), above, or for recreational, scenic or open space purposes and/or for the purpose of maintaining or enhancing wildlife habitat, plant habitat or scenic vistas or values on the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards, pastures, wildlife habitats, plant habitats, and/or scenic vistas is approved in writing by Grantees, which may grant or withhold such approval—with or without conditions—if they determine, in their sole discretion, that any such use would be consistent with the Purposes of this Grant, is otherwise consistent with the provisions of this Grant and is a component of the Management Plans, and is consistent with Sections V, VI, and VII below.

C. The right to perform forest management activities, including maple-sugaring, the harvest of timber, other wood products and commercial non-timber forest products, provided that:

- 1) all such activities are conducted in accordance with an approved Forestry Plan meeting the requirements of Section I above;
- 2) all such activities are conducted under the supervision of a professional forester holding at least a bachelor of science degree in forestry from an educational institution with a forestry curriculum accredited by the Society of American Foresters, or a forester or other land manager whose education, experience and qualifications are otherwise approved in advance by Grantees (hereinafter "Professional Foresters"); and
- 3) any maple sugaring operations shall meet or exceed the standards outlined in Sugarbush Management Standards and Tapping Guidelines for Forestland in Use Value Appraisal (adopted in 2014) or successor guidelines as determined by the Grantees.

During any road construction, maintenance or harvesting and skidding of forest products, or activities associated with sugarbush management, Grantors shall at a minimum employ the applicable practices recommended in the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," Vermont Department of Forests, Parks and Recreation publication dated October 22, 2016 (hereafter "AMPS"), or such successor standard approved by Grantees.

Nothing in this clause shall be interpreted to require Grantors to harvest a treatment unit (as defined in Section I(C), above, but only to require that any such harvest be conducted in accordance with the Forest Management Plan or the Amended Forest Management Plan, should Grantors elect to harvest.

D. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use sugaring buildings, together with necessary access drives and utilities exclusively for agricultural, silvicultural and educational uses normally associated with a sugaring operation, on the Protected Property; provided, however, that (a) the structures are used exclusively for maple sugaring using maple sap collected on the Protected Property and related educational purposes, and (b) any new

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construction, other than normal maintenance and repair, has been approved in writing in advance by Grantees. Grantees' approval may include designation of a "complex" (meaning an area or areas of the Protected Property within which certain structures are or shall be grouped together) surrounding the structure and shall not otherwise be unreasonably withheld or conditioned; provided, however, that the structure or other improvement is located in a manner which is consistent with the Purposes of this Grant and is otherwise consistent with the provisions of this Grant, including Sections V, VI and VII, below. Grantors shall not deem unreasonable a condition

by Grantees that certain structures must be located within a complex which may be designated in the future as provided in this Section III.

E. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, are consistent with the provisions of this Grant, including Sections V, VI and VII below, and are provided for in the Management Plans.

F. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events; provided that such events shall not result in the clearing of any forested areas and provided further that such events are consistent with the Purposes of this Grant and the Management Plan.

G. The right to construct, maintain, repair and use unpaved parking lot(s) on the Protected Property, including associated access drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantors shall first obtain the prior written approval of Grantees for the location and size of such unpaved parking lots on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that such location and use shall be consistent with the Management plans and the Purposes of this Grant.

H. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education); provided that such structures comply with the requirements of this III(H) and the number and location of such drives and utilities are consistent with the Purposes of this Grant, and are consistent with the provisions of this Grant, including Sections V, VI and VII, below, and the Management Plan.

I. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are only for community and public recreation, education or entertainment events on the Protected property (including, but not limited to, children's activities, concerts, fairs and celebrations) or such fees are reasonably necessary to support Grantors' management of the Protected Property. Notwithstanding the foregoing, members of the public may not be charged a fee to walk on the Protected Property. The right to charge organizations reasonable fee"; for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and are consistent with the provisions of this Grant, including Sections V, VI and VII, below and shall be provided for in the Management Plan.

J. The right to authorize the temporary commercial or non-commercial use of the Protected Property for recreational (including competition events), private social, community entertainment, educational, agricultural, forestry, or research purposes, provided that any such authorization (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) authorizes only uses of or actions on the Protected Property that are not inconsistent with the purposes of this Grant, and (iii) are provided for in the Management Plan. Included herein is the right, by license, by management agreement, or other instrument, to provide for the conducting, operation, and management of the permitted uses described in this

Section III by one or more qualified holders or qualified organizations, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., or other non-profit entities, provided such license, agreement or other instrument is a component of the approved Management Plans.

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IV. Public Access.

Subject to the rights under Section 111(1), above, Grantors covenant and agree that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized dispersed recreational and educational purposes consistent with the Purposes of this Grant (including, but not limited to, bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation).

Notwithstanding the foregoing, Grantors 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 Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

V. Riparian Buffer Zone.

The Protected Property includes certain lands and premises lying on either side of perennial streams which shall be subject to special protections as set forth herein to protect the water quality of such waterways and the ecological health of the natural systems associated with such waterways. The location of and the restrictions applicable to these areas as follows:

Those areas on the Protected Property lying within fifty feet (50') of the top of the banks of perennial streams, as those waters may move from time to time, and also including any land located between the said tops of banks and the low water marks of such waterways, shall be designated as Riparian Buffer Zones (hereinafter "RBZ"). The location of the RBZ as of the date of this Grant are generally depicted on the Andrews II Conservation Plan, described in Schedule A attached hereto. Within the RBZ, the goals, prescriptions and restrictions of this Section V are in addition to the provisions of Sections I(C), II, and III, and where inconsistent, the provisions of this Section V shall supersede the provisions of Sections II, and III.

Specifically, the principal goal for management within the RBZ is the establishment and maintenance of high quality buffers that provide an array of ecological benefits including, but not limited to:

- (i) buffering aquatic and wetland plants and animals from disturbance;
- (ii) preventing wetland and water-quality degradation;
- (iii) providing important plant and animal habitat; and
- (iv) providing organic matter, nutrients, and structure to aquatic systems.

Any management or use of the RBZ shall be conducted in a manner designed to protect soil integrity and minimize erosion, shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal detailed above. Without limiting the foregoing, any forest management activities within the RBZ (including without limitation the installation of new roads and trails) shall require Grantees' prior approval.

There shall be no agricultural activities (including without limitation the grazing or pasturing of animals) within the RBZ, except as may be approved in Grantees' sole discretion.

VI Ecological Protection Zone.

The Ecological Protection Zone comprises four (4) areas of rare and uncommon natural communities, characteristic of exposed, shallow-to-bedrock, south-facing slopes, including Dry Oak Forest, Dry Red Oak-White Pine forest, Dry Oak-Hickory-Hophornbeam Forest, and Red Pine Forest. The Ecological Protection Zone consists of approximately sixteen (16) acres, more or less, and is generally depicted as Dry Oak EPZ" on the Andrews II Conservation Plan (hereafter the "EPZ"). The boundaries of the EPZ may be changed from time to time by mutual agreement of Grantors and Grantees, as established by written agreement recorded in the Richmond Land Records and depicted on a new Conservation Plan signed by Grantors and Grantees.

Within the EPZ, the goals, prescriptions, and restrictions of this Section VI are in addition to the provisions of Sections I (C), II and III of this Grant and where inconsistent, the provisions of this Section VI shall control.

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1. Protection of the Dry Oak EPZ, as well as the natural communities that naturally develop in the future in the EPZ, and the ecological processes that sustain them, shall be Grantors' highest priority in planning and conducting all activities within the EPZ.
2. Without limiting the foregoing, within the EPZ Grantors shall comply with the following limitations:
 - a) All activities shall incorporate steps to retain soil integrity, water quality, natural species composition, natural disturbance regimes and natural hydrology.
 - b) All forest management activities are prohibited; provided, however, that limited vegetation management to protect public health and safety or to promote or restore the ecological integrity of the natural community may be permitted with Grantees' prior written approval, which approval may be granted, conditioned or denied in Grantees' sole discretion.
 - c) New roads or trails are prohibited without Grantees prior written approval, which may be conditioned, granted or denied in Grantees' sole discretion.
3. In the event the prohibition against forest management activities within the EPZ contained in Section VI(2)(b) above affects the eligibility of the EPZ for enrollment in the State of Vermont's Use Value Appraisal program, or any successor program thereto (OVA"), then such restriction shall not apply; provided that the forest management activities shall: (i) be the minimal amount necessary to maintain the EPZ's eligibility for UVA enrollment; and (ii) protect the ecological integrity of the natural community.
4. Limited agricultural activities consistent with the Purposes of this Grant and with the provisions of this Section VI may be permitted in Grantees' sole discretion.
5. In the context of acting under this Section VI, Grantors and Grantees may confer about what constitutes the best available ecological science; provided that, Grantees' interpretation thereof shall control.

VII Vernal Pool Ecological Protection Zone.

The Vernal Pool Ecological Protection Zone consists of two (2) vernal pools and the area

around them which is described below and generally depicted as "EPZ Primary Zone" and "EPZ Secondary Zone" on the Andrews II Plan (together hereinafter referred to as "the EPZ"). The purpose and goal of the EPZ is to provide and maintain high quality amphibian habitat, including critical breeding habitat ("the Goals"), by promoting and maintaining high levels of shade and coarse woody debris. The Grantees, in their sole discretion, may release from the provisions of this Section VII all or a portion of the EPZ if the Grantees determine that it ceases to function in a way that meets the Goals, or if the Grantees determine that new scientific knowledge indicates that the limitations and restrictions of this Section are no longer necessary to meet the Goals. The EPZ Primary Zone shall be subject to the following limitations and restrictions which shall supersede the provisions of Sections I(C), II, and III of this Grant to the extent these imitations and restrictions are inconsistent with those sections:

EPZ Primary Zone: Each vernal pool and the area within its surrounding 100-foot radius as measured from each pool's edges is the Primary Zone of the EPZ. There shall be no agricultural activity within the EPZ Primary Zone other than the collection of maple sap for maple sugaring operations which may be approved or conditioned by Grantees in their sole discretion. No new structures, land disturbance or improvements, with the exception of pedestrian trails as provided for in Section III (E) above, shall be permitted within the EPZ Primary Zone. Within the EPZ Primary Zone there shall be no removal or standing timber or downed wood or disturbance to the pool's hydrology, The only forest management activities which may take place within the EPZ Primary Zone, after first receiving the written approval of the Grantees, which may be granted, conditioned or denied in Grantees' sole discretion, shall be the control of exotic species and activities that enhance amphibian habitat. Any existing structures, roads and log landings may remain but only in their current locations and shall not be altered, expanded or improved beyond their current condition, but relocation may be permitted with the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees' sole discretion. New roads for timber harvest may be approved within the EPZ Primary Zone by the Grantees if in their sole discretion they determine that there is no other location that can practically meet the same purpose.

In the event a total prohibition against harvesting and limitations upon forest management activities within the EPZ Primary Zone affects the eligibility of the EPZ Primary Zone for enrollment in the State of Vermont's Use Value Appraisal program, or similar successor program, then those

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foregoing restrictions which affect such eligibility shall not apply and, instead, only such minimal harvesting and other forest management activities as are required to maintain such eligibility shall be permitted within the EPZ Primary Zone.

The EPZ Secondary Zone shall be subject to the following additional element of the forest management plan required under Section I(C) of this Grant:

EPZ Secondary Zone: The Secondary Zone of the EPZ is the forested area lying within an additional 500 foot zone outward from each Primary Zone, as depicted on the Andrews II Conservation Plan. Within the EPZ Secondary Zone timber harvesting is permitted but amphibian habitat needs, such as coarse woody debris and shade, shall be addressed in the preparation of forest management plans which shall explicitly state what prescriptions have been imposed to protect and enhance amphibian habitat.

VIII Enforcement of the Restrictions.

Grantees shall make reasonable efforts from time to time to assure compliance by Grantors with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected property and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property, upon reasonable advance notice to Grantors. In the event that Grantees becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantors of such event or circumstance of non-compliance by hand or by 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. 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 Grantees to incur reasonable, additional costs, including staff time, in investigating the non-compliance and securing its correction, Grantors shall at Grantees' request and upon Grantors' receipt of proper documentation evidencing such costs, reimburse Grantees all such reasonable, additional costs incurred in investigating the non-compliance and in securing its correction. Said reimbursement obligation shall be premised on Grantees showing that Grantors, 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 Grantors to cause discontinuance, abatement or such other corrective action as may be demanded by Grantees within a reasonable time after Grantors' receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If the Court determines that Grantors have failed to comply with this Grant in bad faith or without reasonable cause, Grantors shall reimburse Grantees for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that one of the Grantees initiates litigation and the court determines that Grantors have not failed to comply with this Grant and that such Grantees have initiated litigation without reasonable cause or in bad faith, then such Grantees shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. 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 Grantees to such equitable relief, including but not limited to injunctive relief and ex parte relief, as the Court deems just.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings. No delay or omission by Grantees in the exercise of any right or remedy upon any breach of Grantors shall impair Grantees' 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, when the event or circumstance of non-compliance occurred after said prior owner's ownership or control of the protected Property has terminated.

IX. Miscellaneous Provisions.

A. Where Grantors are required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing one of the other Grantees herein or 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 Grantees. Grantors shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. When Grantees have authorized a proposed action requiring approval under this Grant, Grantees shall, upon request, provide Grantors with a written certification in recordable form memorializing said approval.

B. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by Grantees collectively, or by any single Grantee individually, provided that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantees who shall be bound by the final determination.

C. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Richmond and the State of Vermont.

D. Grantees shall transfer the development rights, public access easement, and conservation easement and restrictions conveyed by Grantors herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

E. In the event the development rights or conservation restrictions conveyed to Grantees herein are extinguished by eminent domain or other judicial proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantors and Grantees 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 determined by a qualified appraisal obtained at the direction of either Grantors or Grantees in the year of extinguishment. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, and natural resources of the state through non-regulatory means.

F. Without limiting the restrictions contained in Section II(F) of this Grant, in any deed or lease conveying an interest in all or part of the Protected property, Grantors shall make reference to the conservation easement, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantors shall also notify Grantees of the name(s) and address(es) of Grantors' successor(s) in interest.

G. The term "Grantors" shall include the heirs, executors, administrators, successors and assigns of the original Grantors, Amelia Andrews Wagner, Jennifer Andrews Gilligan, Catherine Andrews Couture, Abigail Andrews Allard and, upon a conveyance of the Protected property to the Town of Richmond, the Town of Richmond shall be the Grantor hereunder. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and Vermont Housing and Conservation Board.

H. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board and the Vermont Land Trust, Inc.

I. Grantors and Grantees 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 Grantors and Grantees; provided that Grantees determine in their 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 Grantors and Grantees, and shall be recorded in the Town of Richmond Land Records. Notwithstanding the foregoing, Grantors and Grantees 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 Grantees under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 1 70(h) and 501 of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

G. Grantors warrant that Grantors have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

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K. Grantors shall hold harmless, indemnify and defend Grantees against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantees 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 Grantors as owners or operators of the premises, or those of Grantors' agents. Grantors shall maintain adequate liability insurance covering the Protected Property and the uses thereof, and shall name Grantees as additional insureds thereunder.

L. 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.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant. Richard Couture, John Allard and Thomas Wagner, spouses of Catherine Andrews Couture, Abigail Andrews Allard and Amelia Andrews Wagner, respectively, join in the execution, acknowledgment and delivery of this Grant for the purpose of subordinating any and all rights that they may have in the Protected Property, including but not limited to their rights of homestead and other marital rights with respect to the Protected Property.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT HOUSING AND CONSERVATION BOARD, and VERMONT LAND TRUST, INC., their respective successors and assigns, to their own use and behoove forever, and the said Grantors, AMELIA ANDREWS WAGNER; JENNIFER ANDREWS GILLIGAN; CATHERINE ANDREWS COUTURE; and ABIGAIL ANDREWS ALLARD, on behalf of themselves and their heirs, executors, administrators, successors and assigns, do covenant with the said Grantees, their successors and assigns, that until the ensembling of these presents, they are the sole owners of the premises and have good right and title to convey the same in the manner

aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment of 27 V S.A. Ch. 5, Sub Ch. 7; and they hereby engage to warrant and defend the same against all lawful claims whatever, except as aforesaid.

We herein set our hands at Essex Junction, Vermont this ___ of March, 2018.

GRANTORS

Amelia Andrews Wagner
Jennifer Andrews Gilligan by Abigail
Andrews Allard, her Attorney-in-Fact
Catherine Andrews Couture by Abigail
Andrews Allard, her Attorney-in-Fact
Abigail
Andrews Allard
Thomas Wagner
Richard Couture by Abigail Andrews Allard
his Attorney-in-Fact
Andrews Allard

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STATE OF VERMONT
CHITTENDEN COUNTY

At Essex Junction, Vermont, this day of March, 2018, Amelia Andrews Wagner,
personally appeared and acknowledged this instrument, by her sealed and subscribed, to be her
free act and deed, before me,

Notary public

My commission expires: 2/10/2019

STATE OF VERMONT
CHITTENDEN COUNTY

At Essex Junction, Vermont, this day of March, 2018, Abigail Andrews Allard,
personally appeared on behalf of herself and as attorney in fact for Catherine Andrews Couture,
Richard Couture and Jennifer Andrews Gilligan and she acknowledged this instrument, by her
sealed and subscribed, to be her free act and deed and the free act and deed of Catherine
Andrews

Couture, Richard Couture and Jennifer Andrews Gilligan, before me,

Notary Public

My Commission Expires: 2/10/19

STATE OF VERMONT
CHITTENDEN COUNTY

At Essex Junction., Vermont, on this ___ day of March, 2018, personally appeared Thomas
Wagner, and he acknowledged this instrument, by him sealed and subscribed, to be his free act
and

deed, before me,

Notary Public

My Commission Expires: 2/10/19

STATE OF VERMONT
CHITTENDEN, COUNTY

At Essex Junction., Vermont, on this 9_7_ day of March, 2018, personally appeared John
Allard, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and
deed, before me,

TRUST.
Notary Public
My Commission Expires: 2/10/19

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Approved by the VERMONT LAND TRUST:

Date

STATE OF VERMONT
CHITTENDEN COUNTY

By:

Its Duly Authorized Agent

At Essex Junction, Vermont, on this day of March, 2018, personally appeared Richard F. Peterson, Jr., duly authorized agent of the Vermont Land Trust, Inc., and he acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of the Vermont Land Trust, Inc., before me,
Notary Public

My Commission Expires: 2/10/19

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date

STATE OF VERMONT
WASHINGTON COUNTY

Duly Authorized Agent

At Montpelier, Vermont, on this _ day of March, 2018, personally appeared , duly authorized agent of the Vermont Housing and Conservation Board, and he acknowledged this instrument, by him sealed and subscribed, to be his/her free act and deed, and the free act and deed of the Vermont Housing and Conservation Board, before me,

Notary Public

My Commission Expires: 2/1
VERMONT LAND TRUST,

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SCHEDULE A PROTECTED PROPERTY

Being a portion of the lands and premises conveyed to Jennifer Andrews Gilligan, Amelia Andrews Wagner, Catherine Andrews Couture, and Abigail Andrews Allard by Warranty Deed of Everett B. Andrews and Mary Josephine Andrews, dated October 27, 2008 and recorded at Book 186, Page 383 of the Richmond Land Records.

The Protected Property is more particularly described as being all of Lot 1, with all improvements thereon, as shown and depicted on a plan entitled:

"Plat of 5-Lot Subdivision, Overall Plan, Andrews Farm, 1149 East Main Street, Richmond, Vermont", dated January 13, 2012, last revised January 20, 2013, prepared by Button Professional Land Surveyors, PC, said map of record at Map Slide 133 of the Land Records of the Town of Richmond ("the Survey").

Being all of the land and premises conveyed to the Grantors by the aforesaid Warranty Deed that remain in their ownership, excepting and excluding two (2) parcels: one consisting of 9.06 acres northerly of U.S. Route 2; and the other consisting of 8.66 acres southerly of U.S. Route 2; said parcels being depicted as Lots 5 and 4, respectively, on the Survey; and believed to contain 428 acres, more or less, notwithstanding the Survey.

Reference may be made to said deed and the Survey and the records thereof and to the deeds and records referred to therein for a more complete description.

Meaning and intending to include in this description of the Protected Property all of the Grantors' land with any buildings and improvements thereon lying northerly of US Route 2 (a/k/a East Main Street), except for the 9.06-acre excluded parcel described above, in the Town of Richmond, Chittenden County, Vermont and believed to contain 428 acres, more or less, notwithstanding the Survey.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantors and Grantees 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 — Andrews II Property, Town of Richmond, Chittenden Co., VT, March 2018" signed by the Grantors and VLT (referred to throughout this Grant and its Schedules as "Andrews II Conservation Plan").

The Andrews II Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to VLT 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 Andrews II Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantors and Grantees 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. The Andrews II Conservation Plan is kept by VLT in its Stewardship Office. The Andrews II 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.

Grantors and Grantees 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 Grantors or Grantees 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.

VLT # 131199