

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

KNOW ALL PERSONS BY THESE PRESENTS that **ROBERT J. HILL** and **JEANETTE W. HILL**, both of Bristol, Addison County, Vermont, on behalf of themselves and their heirs, executors, administrators, successors, and assigns (hereinafter "Grantors"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does 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 offices in Montpelier, Vermont ("VLT"), and the **VERMONT HOUSING AND CONSERVATION BOARD**, an independent board of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (hereinafter "Grantees") 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 consisting of 19.69 acres, more or less (hereinafter "Protected Property") situated in the Town of Williston, Chittenden County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

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 consists of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. 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.

I. Purposes of this Grant and Management Plan.

A. Statement of Purposes.

Grantors and Grantees acknowledge that the purposes of this grant are as follows (the "Purposes of this Grant"):

1. As primary purposes, to conserve non-motorized, non-commercial recreational opportunities, open space values, scenic resources associated with the Protected Property for present and future generations.
2. As secondary purposes, to conserve agriculture, forestry values, wildlife habitats, and riparian buffers on the Protected Property, and the ecological processes that sustain these natural resource values as these values exist on the date of this instrument and as they may evolve in the future, associated with the Protected Property for present and future generations.
3. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:
 - (a) trails or paths used by the public, including recreational trail linkage between the Town of Williston's Five Tree Hill property and Vermont Route 2A;
 - (b) 6 acres of Site Class 1 forest soils;
 - (c) 695 feet of frontage on St. George Road, a public highway with scenic vistas;
 - (d) traversed by 800 feet of Sucker Brook;
 - (e) is in the vicinity of other lands being simultaneously protected by Grantees; and
 - (f) wetlands, plant life and wildlife habitat.

Grantors and Grantees recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, and development rights, 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 such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

1. General Provisions:

Grantors will, from time-to-time develop comprehensive Management Plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). Successor Grantor, Town of Williston, has developed an abbreviated, interim Management Plan dated April 7, 2004. On or before April 2006, Successor Grantor, Town of Williston, shall develop the first Management Plan meeting the requirements of this Section II. The Management Plans shall:

- a. 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
- b. At a minimum, the Management Plans shall identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and human uses for the Protected Property:
 - (1) identify and address the management needs of the recreational uses that may need special or more intensive management focus;
 - (2) provide for meaningful recreational links to private and public lands;
 - (3) identify and address any management needs with regard to stabilization of the eroding Sucker Brook ravine;
 - (4) details of sustainable forest management activities;
 - (5) provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat;
 - (6) provide for the sustainable use of fish and wildlife resources;
 - (7) provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas.
- c. Otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plans, including updates, revisions and amendments, Grantors shall: (a) secure appropriate public input from the Town of Williston and from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees with a copy of each such Management Plans as well as a copy of each final adopted Management Plans.

2. Forest Management Plan

As provided in Section III(3), below, all harvesting of timber and other wood products (except for maple sugar production), if any, and the construction and maintenance of skid roads and forestry roads, if any, shall be conducted in a manner consistent with a forest management plan (Forestry Plan) for the Protected Property which Forestry Plan shall be a component of the Management Plans provided for in this Section I(b). The Forestry Plan shall comply with this Grant, and shall include at least the following elements (except that those elements of the Forestry Plan which do not change need not be re-submitted in updates, amendments or changes to the Forestry Plan):

- a) Grantors' forest management objectives;
- b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
- c) Forest stand ("treatment unit") descriptions (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);
- d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);
- e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails, and places); and
- f) Historic and cultural resource considerations (identification of known resources and associated management recommendations).

The Forestry Plan shall be updated at least once every ten (10) years 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 (5) years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantors may elect to conduct an alternative treatment in which event Grantors shall submit an amendment to the Forestry Plan for Grantee's approval prior to conducting any alternative treatment.

Disapproval by Grantee of a Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantee, however, may approve a Forestry Plan in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of

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trees, promote natural regeneration, or establish or re-establish a field, orchard or pasture. "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 Service Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantee.

II. Restricted Uses of Protected Property.

1. The Protected Property shall be used for agricultural, 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. No building or structures shall be constructed, created, erected or moved onto the Protected Property, including but not limited to, telecommunication towers, except as specifically permitted in both Section III below and the Management Plans.

2. 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 if they reasonably determine that any such improvement is consistent with the Purposes of this Grant.

3. 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 V, 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.

4. The placement, collection or storage of trash, human 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 in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

5. 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.

6. Grantors shall not give, grant, sell, convey, subdivide, 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 in the Grantees' sole discretion; provided, however, the original Grantors, Robert J. Hill and Jeanette W. Hill shall have the right to convey the Protected Property, subject to the this Grant, to the Town of Williston without first securing said approval.

7. 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, trail grooming, maintenance, handicap access, and for safety or emergency purposes. Snowmobiling may be permitted at the discretion of Grantors.

8. 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.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is not or is not likely to be 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:

1. 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, fishing, 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, 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.

2. The right to use the Protected Property to conduct all activities allowed by the Management Plans, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant, and provided further that such activities are provided for in the Management Plans, such activities may include, but shall not be limited to the management of vegetation and wildlife, and the use and management of the Protected Property for non-motorized, non-commercial recreation. This Section III(2) shall not be construed to authorize the construction of new structures not otherwise specifically permitted by this Grant.

3. The right to establish, maintain and use fields, orchards and pastures for agricultural and/or horticultural purposes, recreational, scenic or open space purposes and/or for the purpose of maintaining or enhancing wildlife habitat on the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards and pastures is a component of a forest management plan which is an element of the Management Plans and is consistent with the Purposes of this Grant.

4. The right to conduct maple sugaring operations. Further, the right to harvest timber and other forest products, together with the right to construct and maintain roads necessary for such activities, in accordance with the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such successor standard approved by Grantees) and in accordance with a forest management plan and which forest management plan shall be a component of the Management Plans and is consistent with the Purposes of this Grant.

5. 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, and are provided for in the Management Plans.

6. 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.

7. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected 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. The right to charge organizations reasonable fees 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 shall be provided for in the Management Plans.

8. The right to issue temporary special use permits or licenses authorizing the commercial or non-commercial use of the Protected Property for recreational, community entertainment, educational, agricultural, forestry, or research purposes, provided that any such permit or license (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) is for uses consistent with the Purposes of this Grant, and (iii) authorizes only uses of or actions on the Protected Property consistent of this Grant.

9. The right to construct, maintain, repair and use one (1) unpaved parking lot on the Protected Property, including associated access drives, together with the right to construct improvements normally associated with a parking lot and are constructed in a manner consistent with the Purposes of this Grant in the area depicted as "Parking Area" on the Hill/Town of Williston

Conservation Plan, described in Schedule A attached hereto and incorporated herein.

10. The right to manipulate the natural water flow over the Protected Property for erosion and pollution control measures, provided, Grantors do so in a manner consistent with the Purposes of this Grant.

11. The right to convey to Conrad Desmond and Dorothy Desmond, their successors, heirs and assigns, that portion of the Protected Property consisting of approximately .06 acres, situated southerly of a line depicted as "To Calculated Point, N53°18'47"W 334.23'" on a plat of survey entitled "Lands of Desmond & Hill, Boundary Line Adjustment" by O'Leary-Burke Civil Associates, PLC, dated March 5, 2004, revised April 29, 2004 and recorded as Map Slide ___ in the Town of Williston Land Records. Upon recording of the instrument conveying said land it shall be deemed released from the terms and conditions of this Grant.

IV. Public Access.

Grantors covenant and agree that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized dispersed recreational and educational purposes (including, but not limited to, bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, trapping, walking and wildlife observation) consistent with the Purposes of this Grant. 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. 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. 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 by Grantors 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, Grantors shall reimburse Grantees all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantors to cause discontinuance, abatement or such other corrective action as may be demanded by Grantees within a reasonable time after 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, 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 Grantees initiates litigation and the court determines that Grantors have not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then 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.

VI. Miscellaneous Provisions.

1. 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.

2. 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.

3. 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 Williston and the State of Vermont.

4. Grantees shall transfer the development rights, right of first refusal, 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.

5. In the event the development rights or conservation restrictions conveyed to Grantees herein are extinguished by eminent domain or other legal 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 performed at the direction of either Grantors or Grantees in the year of this conveyance. 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.

6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement, restrictions, 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.

7. Grantees shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Williston 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.

8. The term "Grantors" shall include the successors and assigns of the original Grantors, Robert J. Hill and Jeanette W. Hill. In the event that fee title to the Protected Property is conveyed by Robert J. Hill and Jeanette W. Hill to the Town of Williston subject to this Grant, the term "Grantors" shall, following said conveyance, denote the Town of Williston, its successors and assigns as to the Protected Property or any portion thereof. Robert J. Hill and Jeanette W. Hill shall, after said transfer to the Town of Williston, have no liability or obligation whatever under this Grant, excepting as to title warranties contained herein. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and Vermont Housing and Conservation Board.

9. 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.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

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TO HAVE AND TO HOLD said granted development rights and conservation easement and restrictions, and executory interest, 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 behoof forever, and the said Grantor, ROBERT J. HILL and JEANETTE W. HILL, 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 ensealing of these presents, they are the sole owners 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 easements and use restrictions of record as set forth in Schedule B attached hereto and incorporated herein, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 24th day of May, 2004.

Signed, sealed and delivered
In The Presence Of:

GRANTORS

George McLean
Witness to RJH

Robert J. Hill
Robert J. Hill

George McLean
Witness to JWH

Jeanette W. Hill
Jeanette W. Hill

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At S. Burlington, this 24th day of May, 2004, Robert J. Hill and Jeanette W. Hill personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

George McLean
Notary Public
My commission expires: 2/10/07

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

5/24/04
Date

By: [Signature]
Its Duly Authorized Agent

ACKNOWLEDGEMENT 18939
Return Received (including Certificates and, if Required, Act 250 Disclosure Statement) and Tax Paid, 04-423
Signed Richard J. Becker Clerk
Date MAY 25, 2004

Williston, VT Town Clerk's Office
Received for Record
MAY 25 AD 2004
at 11 O'clock 20 minutes 17 M
and recorded in Book 377 Pages 754-761
Attest Richard J. Becker Town Clerk

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SCHEDULE A
PROTECTED PROPERTY

Being a portion of all and the same lands and premises conveyed to Grantors by Guardian's Deed of Sandra J. Davies, Guardian of the Estate of Robin, Tammie and Randall Davies, dated June 19, 1969, and recorded in Book 36, Page 417-420 of the Town of Williston Land Records and depicted as "Area of Parcel to Be Transferred to the Town of Williston = 19.69 acres" on a survey entitled "Lands of Robert & Jeanette Hill", dated 3-05-04, prepared by O'Leary-Burke Civil Associates, PLC and to be recorded in the Williston Land Records

In addition, Grantors do freely give, grant, sell, convey and confirm unto Grantees, forever, a perpetual and separately assignable easement for pedestrian ingress and egress to and from the Protected Property and Vermont Route 2A on and over Grantors' land situated easterly of the Protected Property and depicted as "Remaining Lands of Robert & Jeanette Hill Book 60, Page 137 Recorded July 17, 1978" on the aforementioned survey. Such access shall be for purposes of monitoring and enforcement by Grantees in connection with Section V of this Grant. The rights 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 commonly known as the Hill/Town of Williston Property and generally described as containing 19.69 acres, more or less, lying easterly Vermont Route 2A (also known as St. George Road), in the Town of Williston, Vermont.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A 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 - Hill/Town of Williston Parcel, Town of Williston, Chittenden Co., VT, dated April, 2004" signed by the Grantors and VLT (referred to throughout this Grant and its Schedules as "Hill/Town of Williston Conservation Plan"). The Hill/Town of Williston 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 Hill/Town of Williston Conservation Plan is 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 Hill/Town of Williston Conservation Plan is kept by VLT in its Stewardship Office. **The Hill/Town of Williston 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.**

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.

SCHEDULE B
EASEMENTS AND USE RESTRICTIONS

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
2. Rights of the public to use waterways and bodies of water as implied by the Public Trust Doctrine.
3. Utility easement from Grantors to Vermont Electric Cooperative, Inc. dated August 1, 1978 and recorded in Miscellaneous Book 9, Page 64.
4. Utility easement from Iva May Williams to Vermont Electric Cooperative, Inc. dated September 20, 1961 and recorded in Highway, Right of Way and Permit Book 1, Page 98.

END OF DOCUMENT

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GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, ROBERT J. HILL and JEANETTE W. HILL are the owners in fee of certain real property in Williston, Chittenden County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 68.5 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, the VERMONT LAND TRUST, INC. is a publicly supported non-profit corporation incorporated under the laws of the State of Vermont, and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific, and natural resources of the State through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic health of Vermont is closely linked to its agricultural and forest lands, which not only produce food products, fuel, timber and other products, but also provide much of Vermont's scenic beauty, upon which the state's tourist and recreation industries depend; and

WHEREAS, the State of Vermont has repeatedly sought to foster the conservation of the State's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution #43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of this property as open space land is consistent with and in furtherance of the town plan adopted by the Town of Williston, the regional plan adopted by the Chittenden County Regional Planning Commission, and the purposes set forth in Title 10, Vermont Statutes Annotated, Section 6301;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that ROBERT J. HILL and JEANETTE W. HILL, both of Bristol, Addison County, Vermont, on behalf of themselves and their heirs, executors, administrators, successors, and assigns (hereinafter "Grantors"), in consideration of Ten Dollars and other valuable consideration paid to their full satisfaction by the Vermont Land Trust, Inc., do freely give, grant, sell, convey, and confirm unto the VERMONT LAND TRUST, INC., a non-profit corporation with its principal offices in Montpelier, Vermont, and its successors and assigns (hereinafter "Grantee") forever, the development rights and a perpetual conservation easement and restrictions (as more particularly set forth below) in a certain tract of land situated in the Town of Williston, Chittenden County, Vermont (hereinafter "Protected Property"), said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantee 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 conservation easement and restrictions hereby conveyed to Grantee consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. 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.

Grantors and Grantee acknowledge that the Purposes of this Grant are as follows (hereinafter "Purposes of this Grant"):

- 1) 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;
- 2) The principal objective of this Grant are to conserve productive agricultural and wood lands, wildlife habitats, non-commercial recreational opportunities and activities, and other natural resource and scenic values of the Protected Property.

ACKNOWLEDGEMENT 18940
 Return Received (including Certificates
 and, if Required, Act 250 Disclosure
 Statement) and Tax Paid. 04-424
 Signed Richard J. Beckett Clerk
 Date MAY 25, 2004

Williston, VT Town Clerk's Office
 Received for Record
MAY 25 AD 2004
 at 11 O'clock 20 minutes A M
 and recorded in Book 377 Pages 762-769
 Attest Richard J. Beckett Town Clerk

- 3) Recognizing that conservation of productive forestry resources is a primary objective 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, of high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantors and Grantee acknowledge that site limitations and biological factors 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.
 - (b) Conduct 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.
- 4) To advance these objectives by conserving the Protected Property because it possesses the following attributes:
- a) recreational trail linkage between the Town of Williston's Five Tree Hill property and Vermont Route 2A;
 - b) trails or paths used by the public, including 2,500 feet of a VAST trail;
 - c) historic or archeological features including the Downer family cemetery with stones dating to 1850s, a preserved cellar hole, and some extensive and impressive stone walls;
 - d) rare and unique forest communities including a portion of the Gramma Ridge Natural Heritage Site, an exemplary dry oak-hickory-hophornbeam woodland with the uncommon slender wheatgrass (*Agropyron trachycaulum*); and
 - e) wetlands, wildlife habitats, and watercourses.

Grantors and Grantee recognize these agricultural, silvicultural, scenic, and natural values of the Protected Property and share the common purpose of conserving these values by the conveyance of the conservation easement and restrictions and development rights, 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 agricultural, silvicultural, scenic, and natural resource values. Grantee accepts such conservation easement and restrictions and development rights in order to conserve these values for present and future generations.

In conveying the development rights, conservation easement, and restrictions described herein to Grantee, it is the intent of Grantors and Grantee that the interests conveyed herein 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.

II. Restricted Uses of Protected Property.

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

1. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only. No residential, commercial, industrial, 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.
2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, 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 Grantee. Grantee may grant such permission if it determines, in its sole discretion, that any such improvement would be consistent with the Purposes of this Grant, and not adversely affect the agricultural and forestry potential or the scenic beauty of the Protected Property.
3. 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 indicating the name of the Protected Property, boundary markers, directional signs, signs regarding hunting or trespassing on the Protected Property, memorial plaques, temporary signs indicating that the Protected Property is for sale or lease, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises, political or religious signs, and signs informing the public of an accessory use approved pursuant to Section III below. Grantee, with the

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permission of Grantors, may erect and maintain signs designating the Protected Property as land under the protection of Grantee.

4. 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 storage and spreading of manure, lime, or other fertilizer for agricultural practices and purposes and the temporary storage of trash in receptacles for periodic off-site disposal shall be permitted without such prior written approval.

5. 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.

6. The Protected Property shall not be subdivided or conveyed in separate parcels, without the prior written approval of Grantee, which approval may be granted, conditioned, or denied in Grantee's sole discretion except as otherwise specifically permitted in this Grant.

7. 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. Grantors and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technology, 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, Grantors shall have the right to make the following uses of the Protected Property:

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to construct, maintain, and repair access roads for these purposes; provided, however, that Grantors shall secure the written approval of Grantee prior to any clearing of forest land to establish fields, orchards, or pastures. Grantee's approval shall not be unreasonably withheld or conditioned, provided that such clearing is consistent with (a) the Purposes of this Grant, (b) the Forest Management Plan as described in Section IV, below, and provided further that any such operation is conducted in accordance with the publication, "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" ("AMPs"), a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 (or such successor standard approved by Grantee).

2. The right to conduct maple sugaring operations on the Protected Property and the right to harvest firewood for use on the Protected Property.

3. The right to perform other forest management activities, and to harvest timber and other wood products in accordance with a Forestry Plan as defined in Section IV below. Prior to commencing timber harvesting activity in accordance with the Forestry Plan, Grantors shall provide Grantee with not fewer than fifteen (15) days' prior written notice, except that no such notice shall be required for: (a) thinning of forest stands performed without the commercial sale of the harvested products; and (b) any timber harvesting involving fewer than ten (10) acres, or yielding fewer than 8,000 board feet of sawlogs or 25 cords of pulp or firewood. Nothing in this clause shall be interpreted to require Grantors to harvest a treatment unit (as defined in Section IV, below), but only to require that any such harvest be conducted in accordance with the Forestry Plan or the Amended Forestry Plan should Grantors elect to harvest. Any harvesting of wood products shall be conducted in accordance with the AMPs (or such successor standard approved by Grantee).

4. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by Grantee. Grantee's approval shall not be unreasonably withheld or conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant. Grantors shall not deem unreasonable a condition by Grantee that certain structures must be located within a defined building complex.

5. The right to utilize, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses otherwise permitted hereunder, provided that Grantors do not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property, except where such disturbance is made in order to improve the drainage of areas used for agricultural purposes. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee, 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.

6. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-motorized, non-commercial recreational activities within and across the Protected Property. Snowmobiling may be permitted at the discretion of Grantors. All-terrain vehicles may be permitted by Grantors only in those circumstances as expressly provided in Section III(8) below.

7. The right to engage in accessory uses of the Protected Property, provided that such uses are related to the principal agricultural, forestry, and open space uses of the Protected Property, and are subordinate and customarily incidental to those principal uses. Grantors shall not engage in any such accessory use of the Protected Property without first securing the prior written permission of Grantee, which permission may be withheld if Grantee determines, in its sole discretion, that the accessory use would be inconsistent with the Purposes of this Grant.

8. The right to use all-terrain vehicles on the Protected Property for the limited purposes of agriculture and forestry. Grantors also may permit the use of all-terrain vehicles on the Protected Property only for non-commercial recreational purposes and only by Grantors, Grantors' family (as hereinafter defined) and Grantors' employees.

IV. Forest Management Plans.

As provided in Section III(3), above, Grantors shall not harvest timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected Property) without first developing and submitting to Grantee for its approval, a Forest Management Plan for the Protected Property (hereinafter the "Forestry Plan"). All updates, amendments, or other changes to the Forestry Plan shall be submitted to Grantee for its approval prior to any harvesting. The Forestry Plan as updated, amended, or changed from time-to-time is hereinafter referred to as the "Amended Forestry Plan." Grantee's approval of the Forestry Plan and any Amended Forestry Plan shall not be unreasonably withheld or conditioned, if the Forestry Plan or Amended Forestry Plan has been approved by a professional forester and if the Forestry Plan and the Amended Forestry Plan are consistent with the Purposes of this Grant, and in particular, a Primary Objective set forth in Section I(3). The Forestry Plan and any Amended Forestry Plan shall be consistent with the Purposes of this Grant and shall include at least the following elements (except that those elements of the Forestry Plan or Amended Forestry Plan which do not change need not be re-submitted in updates, amendments or changes to the Forestry Plan):

- a) Grantors' forest management objectives;
- b) An appropriately scaled, accurate map indicating such items as forest stands, streams, and wetlands, and major access routes (truck roads, landings and major skid trails);
- c) Forest stand ("treatment unit") descriptions (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);
- d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);
- e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places); and
- f) Historic and cultural resource considerations (identification of known resources and associated management recommendations).

The Forestry Plan shall be updated at least once every ten (10) years 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 (5) years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire, or wind, Grantors may elect to conduct an alternative treatment in which event Grantors shall submit an amendment to the Forestry Plan for Grantee's approval prior to conducting any alternative treatment.

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Disapproval by Grantee of a Forestry Plan or an Amended Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantee, however, may approve a Forestry Plan or an Amended Forestry Plan in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of trees, promote natural regeneration, or establish or re-establish a field, orchard, or pasture. Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists, or other experts as Grantee may select to determine whether the Forestry Plan or Amended Forestry Plan would be detrimental to the values identified in Section I. "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 Service Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantee.

V. Special Treatment Areas.

The Special Treatment Area consists of all lands and premises generally depicted on the Hill/Boomhower Conservation Plan, described in Schedule A attached hereto and incorporated herein, as "Gamma Ridge STA" (hereafter "STA"). The STA is significant because it includes a portion of Gamma Ridge Natural Heritage Site, an exemplary dry oak-hickory-hophornbeam woodland that includes the uncommon slender wheatgrass (*Agropyron trachycaulum*). Any proposed vegetative management activities within the STA shall be subject to the limitations specified in this Section V and included in the Forestry Plans and shall describe practices to be employed to preserve the natural values of the STA and to maintain and improve the natural functions of the STA. Such Forestry Plans shall address the planting, maintenance and cutting of vegetation and other activities, if any, related to maintaining and improving this natural community. Grantors shall consult with Grantee and with the Vermont Department of Forests, Parks, and Recreation and the Department of Fish & Wildlife Nongame and Natural Heritage Program or such other resource professionals as the Grantors may select in the preparation of the Forestry Plans. Grantors shall conduct activities as approved in the Forestry Plans and shall have the right to conduct, or permit to be conducted, research and educational activities related to the Purposes of this Grant, including, but not limited to, wildlife, plant life and associated ecology. This clause shall not be construed to impose any obligation on Grantors to perform activities required in the Forestry Plans, but should Grantors elect to perform said activities they shall be performed in accordance with the Forestry Plans. Grantors may amend or alter the Forestry Plans from time to time in response to changes in natural conditions within the STA, or in response to changes in the state of scientific knowledge. Grantors shall consult with Grantee and with the Vermont Department of Forests, Parks, and Recreation and the Department of Fish & Wildlife Nongame and Natural Heritage Program or such other resource professionals as the Grantors may select in the preparation of any such amendment or alteration of the Forestry Plans.

The STA shall be subject to the following limitations, which limitations shall supersede the foregoing Sections II and III:

1. Protection of the oak-hickory-hophornbeam natural community shall be Grantor's highest priority.
2. Grantor shall comply with the following limitations:
 - a. In the STA, no logging roads shall be permitted, and Grantor shall conduct no forest management activities, except those that help perpetuate the natural community, nor shall Grantor otherwise disturb existing flora or fauna or physically alter the Protected Property except as expressly provided below in Section V(2)(b) and Section V(3).
 - b. Limited cutting of vegetation to protect public health and safety, promote ecological health of the entire STA, provided that such cutting is consistent with protecting the character of the Gamma Ridge Natural Heritage Site, is permitted in Grantor's reasonable discretion
3. Grantor shall have the right to create and maintain footpaths for non-commercial walking, skiing, and other non-commercial, non-motorized, non-mechanized, pedestrian recreational, educational or scientific research activities within and across the STA. 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 discretionary structures are prohibited.

VI. Enforcement of the Restrictions.

Grantee 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, 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. 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 Grantors 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. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantors shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

Failure by Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after 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 necessary. If such Court determines that Grantors have failed to comply with this Grant, Grantors 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 Grantors have not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee 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 Grantee to such equitable relief, including but not limited to injunctive relief, as the Court deems just. 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 Grantors 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 said prior owner's ownership or control of the Protected Property has terminated.

VII. Miscellaneous Provisions.

1. Where Grantors are 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. Grantors 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 Grantors with a written certification in recordable form memorializing said approval.

2. 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 Williston and the State of Vermont.

3. Grantee shall transfer the development rights and conservation easement and restrictions conveyed by Grantors 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.

4. In the event the development rights or conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantors 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 encumbered by this Grant, as determined by any qualified appraisal performed at the direction of Grantors in the year of this conveyance. Grantee shall use any such proceeds to preserve

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undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, and natural resources of the state through non-regulatory means.

5. In any deed conveying an interest in all or part of the Protected Property, Grantors 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. Grantors shall also notify Grantee of the name(s) and address(es) of Grantors' successor(s) in interest.

6. 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 Williston 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.

7. The term "Grantors" shall include the heirs, executors, administrators, successors, and assigns of the original Grantors, Robert J. Hill and Jeanette W. Hill. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc. The term "family" includes: (a) any spouse of Grantors and any persons related to Grantors by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly owned and controlled by Grantors or Grantors' family (as defined herein), (c) any estate of Grantors or Grantors' family, and (d) all owners of a Grantor corporation, partnership, trust or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses of family members.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT LAND TRUST, INC., its successors and assigns, to their own use and behoof forever, and the said Grantors, ROBERT J. HILL and JEANETTE W. HILL, for themselves, and their heirs, successors and assigns, do covenant with the said Grantee, its 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, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 24th day of May, 2004.

Signed, sealed and delivered
In The Presence Of:

GRANTORS

George N. Allen
Witness to RJH

Robert J. Hill
Robert J. Hill

George N. Allen
Witness to WH

Jeanette W. Hill
Jeanette W. Hill

STATE OF VERMONT
Chittenden COUNTY, ss.

At S. Burlington, this 24th day of May, 2004, Robert J. Hill and Jeanette W. Hill personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

George N. Allen
Notary Public
My commission expires: 2/10/07

**SCHEDULE A
PROTECTED PROPERTY**

Being a portion only of the same lands and premises conveyed to Grantors by the following deeds:

- 1. Guardian's Deed of Sandra J. Davies, Guardian of the Estate of Robin, Tammie and Randall Davies, dated June 19, 1969, and recorded in Book 36, Page 417 of the Williston Land Records.
- 2. Quitclaim Deed of Richard O. Boomhower and Joyce H. Boomhower dated July 17, 1978 and recorded in Book 60, Page 137 of the Williston Land Records.

Excepted and excluded from this description of the Protected Property are the following conveyances out by Grantors, all deeds recorded in the Williston Land Records:

- 1. Warranty Deed to Conrad H. Desmond and Dorothy M. Desmond dated May 19, 1971 and recorded in Book 42, Page 312, conveying a 150x150 parcel on the east side of Route 2A.
- 2. Warranty Deed to Conrad H. Desmond and Dorothy M. Desmond dated February 6, 1979 and recorded in Book 62, Page 252 conveying lands adjacent to and northerly of lands and premises conveyed to Desmond by deed dated May 19, 1971 and recorded in Book 42, Page 312.
- 3. Warranty Deed to David Whitehorn, Martha C. Whitehorn, William V. Whitehorn, and Sarah B. Whitehorn dated February 18, 1972 and recorded in Book 44, Page 275 conveying a vacant parcel of land consisting of approximately 61 acres and being part of the so-called "Moquin Place".
- 4. Warranty Deed to Deborah J. Buxton dated June 23, 2000 and recorded in Book 120, Page 498, conveying the remaining portion of the so-called "Moquin Place".
- 5. Warranty Deed to the Town of Williston of even date and recorded herewith, conveying a 19.7-acre parcel of land on the easterly side of Route 2A.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon commonly known as the Hill/Boomhower Parcel and generally described as containing 68.5 acres in the Town of Williston, Vermont.

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 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 - Hill/Boomhower Parcel, Town of Williston, Chittenden Co., VT, dated April, 2004" signed by the Grantors and Grantee (referred to throughout this Grant and its Schedules as "Hill/Boomhower Conservation Plan"). The Hill/Boomhower 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 Hill/Boomhower Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantors 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. The Hill/Boomhower Conservation Plan is kept by Grantee in its Stewardship Office. The Hill/Boomhower 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 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 Grantors 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.

