

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

KNOW ALL PERSONS BY THESE PRESENTS that the **TOWN OF WAITSFIELD**, a Vermont municipality located in Washington County, on behalf of itself and its successors and assigns (hereinafter "Grantor"), 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, and its successors and assigns (hereinafter "Grantee"), 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 Waitsfield, Washington 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 Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantee consists of covenants on the part of Grantor 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.**

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

1. As primary purposes, to conserve agriculture, forestry values, wildlife habitats, biological diversity, natural communities, riparian buffers, aquatic habitats, wetlands, soil productivity, water quality and native flora and fauna 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, and non-motorized, non-commercial recreational opportunities, open space values, scenic resources associated with the Protected Property for present and future generations.

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

- (a) is located adjacent to the Village of Waitsfield and is considered by town residents to be an important property due to its forested backdrop to the Village and its scenic beauty along Vermont Route 100;
- (b) 17 acres of prime agricultural soils;
- (c) has numerous trails used by the community for non-motorized recreation and has the potential for additional recreational, cultural, and educational uses;
- (d) 50 feet of frontage on Vermont Route 100, a public highway with scenic vistas;
- (e) 3,068 feet of frontage on the Mad River;
- (f) is situated between the conserved Lareau Swimhole Park and the Austin parcel, both parcels owned by Grantor; and
- (g) 114 acres of mapped deeryard.

Grantor and Grantee 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. Grantee accepts such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

**B. Management Plan.**

Grantor will, within a reasonable time period, develop a comprehensive Management Plan, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plan"). The Management Plan shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and

2. At a minimum, the Management Plan shall identify actions necessary to accomplish the following and shall appropriately balance all the natural, cultural, recreational, and educational resource attributes of and human 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 meaningful recreational links to private and public lands;
  - c. details of sustainable forest management activities;
  - 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;
  - e. protection plan for the Riparian Buffer Zone, described below in Section IV;
  - f. provide for the sustainable use of fish and wildlife resources; and
  - g. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas.
3. Otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall: (a) secure appropriate input from the Vermont Land Trust and from the general public, (b) develop the Management Plan in a timely and responsive manner, and (c) provide Grantee with a copy of each such draft Management Plan as well as a copy of each final adopted Management Plan.

## **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 Plan.
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 Grantee, except as otherwise specifically permitted under this Grant. Grantee 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 Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section V, below). Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee, with the prior written permission of Grantor.
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 Grantee and shall be consistent with the Grant and the Management Plan. 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. Grantor 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 Grantee which approval may be granted, denied or conditioned in the Grantee's sole discretion.
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 Grantor.

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 Grantee, 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, Grantor 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, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, 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 Grantor if such uses are regulated in the Management Plan 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 Plan, provided that such activities are reasonably necessary to carry out the Purposes of this Grant and are consistent with the Purposes of this Grant, and provided further that such activities are provided for in the Management Plan, 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 Plan 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 Grantee) and in accordance with a forest management plan and which forest management plan shall be a component of the Management Plan 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 Plan.

6. The right to construct, maintain, repair, improve and replace not more than two (2) bridges on the Protected Property to provide pedestrian and/or snowmobile access across the Mad River, provided said bridges are consistent with the Purposes of this Grant and are provided for in the Management Plan.

7. The right to conduct periodic, temporary community and public entertainment events on the lower elevation portions of the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events, provided however, that no parking shall be permitted on the Protected Property.

8. 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 Grantor's 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 Plan.

9. 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.

10. The right to construct, maintain, repair and replace one (1) camp being no more than 20 feet high and no more than 800 square feet in total useable area, provided, however, that any such camp shall be used exclusively for non-commercial, periodic camping, hunting and recreational purposes, and not for permanent occupancy, shall not have commercial utility services or any improved access road. The camp shall not be constructed, relocated or enlarged without the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned, provided that the camp is located in a manner consistent with the Purposes of this Grant and provided further that the camp shall not be visible from Vermont Route 100, Waitsfield Village, the Lareau Swimhole and the Austin parcel, both owned by Grantor. Any replacement of the camp must be substantially similar in scale to the original camp.

11. The right to construct, repair, maintain, and use a minimal number of minor structures (for example: deer stands, gazebos, hunting blinds, lean-tos, Adirondack shelters, tent platforms, privies, kiosks, outdoor fireplaces) on the Protected Property provided that such structures shall not have any access roads or drives, utility services or facilities, waste disposal systems, or plumbing, and shall not be used for year-round, continuous residential occupancy or for any commercial activity of any nature (except as Grantee may permit in their sole discretion pursuant to the accessory use clause in this Section III), and shall not exceed 600 square feet of floor space and fifteen feet in height. Grantors shall secure the written approval of Grantee prior to the construction of any such minor structure, which approval shall not be unreasonably withheld or conditioned, provided that the structure complies with the requirements of this Section III(11) and the number and location of such structures are consistent with the Purposes of the Grant.

12. The right to drill a well and withdraw from the Protected Property and use for non-commercial municipal purposes, ground water, and to construct, use, repair, maintain and replace the necessary roads, infrastructure, and utilities associated with the storage and transport of said water from the Protected Property, all with the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned, provided:

- a) Grantor submits to Grantee a written water withdrawal plan, which plan shall address and minimize anticipated impacts on the Purposes of the Grant and on the Protected Property;
- b) The wells, pipelines and associated infrastructure are located in a manner which minimizes visual impact and which is consistent with the Purposes of this Grant; transport of water is subterranean;
- d) storage of water is at surface level and not more than 25 feet in height or subterranean and is not visible from Vermont Route 100, Waitsfield Village, and the Lareau Swimhole and the Austin parcel, both owned by Grantor; and
- e) Grantor obtains all necessary permits and approvals to construct, maintain and operate a public water supply.

#### **IV. Special Treatment Area - Riparian Buffer.**

The Riparian Buffer Zone consists of all lands and premises lying within 200 feet of the Mad River in the wooded portions of the Protected Property and all of the land and premises lying within 50 feet of the Mad River in the agricultural field areas of the Protected Property, measured from the top of the easterly bank of the Mad River, as it passes over the Protected Property, and including any land located between the top of said bank and the thread of the Mad River. The general location of the Riparian Buffer Zone is depicted on the Waldron Conservation Plan (hereafter "RBZ") shall be subject to the following limitations, which limitations shall supersede the

foregoing Sections II and III:

1. The RBZ is significant to the health, stability and water quality of the Mad River. A healthy riparian "buffer" intercepts sediment, nutrients, chemicals, and other materials that are gathered as water runs off the land. In addition to protecting water quality, a buffer of vegetation along a river provides food and cover for aquatic and terrestrial species, helps maintain water temperatures by shading, and helps promote geomorphic stability to the river by slowing erosion and allowing for periodic flood events.
2. The management of the RBZ shall be included within the Management Plan and shall describe practices to be employed to preserve the natural values of the RBZ and to maintain and improve the natural functions of the RBZ. Such Plan shall address the planting, maintenance and cutting of vegetation, and other activities related to maintaining and improving buffer functions. Grantor shall consult with Grantee and with the Non-game and Natural Heritage Program, a division of the Vermont Department of Fish and Wildlife or such other fish and wildlife professionals as the Grantor may select in the preparation of the Management Plan. Grantors shall conduct buffer management activities as approved in the Management Plan 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, water, wetlands, fish and wildlife, and associated ecology. This clause shall not be construed to impose any obligation on Grantor to perform activities required in the Management Plan, but should Grantor elect to perform said activities they shall be performed in accordance with the Management Plan. Grantor may amend or alter the Management Plan from time to time in response to changes in natural conditions within the RBZ, or in response to changes in the state of scientific knowledge. Grantor shall consult with Grantee and with the Non-game and Natural Heritage Program, a division of the Vermont Department of Fish and Wildlife or such other fish and wildlife professionals as the Grantor may select in the preparation of any such amendment or alteration of the Plan.
3. Grantor shall have the right to use the RBZ for all types of non-commercial, non-motorized non-mechanized dispersed recreational purposes not inconsistent with the Purposes of this Grant and Grantor shall also have the right to perform only agricultural and forestry activities necessary to support the RBZ, which activities shall be included in the Management Plan. However, no residential, commercial, industrial, or mining activities shall be permitted, and no building, structure, or appurtenant facility or improvement shall be constructed, installed, erected or moved into the RBZ, except for the construction and maintenance of a water line from the Protected Property to Vermont Route 100 and the Village of Waitsfield

**V. Public Access**

Grantor covenants and agrees 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, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, mountain biking, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

**VI. Enforcement of the Restrictions**

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance by hand or by certified mail, return receipt requested, and demand corrective action by Grantor 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 Grantee to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall reimburse Grantee all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor 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 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 the court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantee 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 Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantee has initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. 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 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 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 of Grantor shall impair Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance occurred after said prior owner's ownership or control of the Protected Property has terminated.

## **VII. Miscellaneous Provisions**

1. Grantor shall reimburse Grantees or Grantees' 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, upon request, provide Grantor 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 Waitsfield and the State of Vermont.

3. Grantee shall transfer the development rights, public access easement, and conservation easement and restrictions conveyed by Grantor 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.

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 Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal performed at the direction of either Grantor or Grantee in the year of this conveyance. Grantee 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.

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

6. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Waitsfield 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 "Grantor" shall include the successors and assigns of the original Grantor, the Town of Waitsfield. The term "Grantee" shall include the successors and assigns of the original

Grantee, Vermont Land Trust, Inc..

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Land Trust, Inc.

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, and public access easement, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, its successors and assigns, to its own use and behoof forever, and the said Grantor, the **TOWN OF WAITSFIELD**, on behalf of itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensembling of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except easements and use restrictions of record as set forth in Schedule B attached hereto and incorporated herein, and it hereby engages to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, CHARLES D. HOSFORD, duly authorized agent of the Town of Waitsfield, has executed this Grant on this 13<sup>th</sup> day of December, 2004.

IN THE PRESENCE OF:

GRANTOR

William Bryant  
Witness

By: Charles D. Hosford  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS

At Waitsfield, Vermont, on this 13<sup>th</sup> day of December, 2004, personally appeared Charles D. Hosford, duly authorized agent of the Town of Waitsfield, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Town of Waitsfield, before me.

J. Brian Juhn  
Notary Public  
My Commission Expires: 2/10/07

=====  
**SCHEDULE A**  
**PROTECTED PROPERTY**

Being all and the same lands and premises conveyed to Grantor by Limited Warranty Deed of Arleon S. Waldron, dated December ~~13/16~~ 2004 and recorded herewith in the Town of Waitsfield Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on the easterly side of Vermont Route 100, in the Town of Waitsfield, Vermont, and generally described as containing 125 acres, more or less.

**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 Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Waldron Property, Town of Waitsfield, Washington Co., VT, December 2004" signed by the Grantor and Grantee (referred to throughout this Grant and its Schedules as "Waldron Conservation Plan"). The Waldron 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 Waldron Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Waldron Conservation Plan is kept by Grantee in its Stewardship Office. **The Waldron Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

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

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

=====  
**SCHEDULE B**  
**EASEMENTS AND USE RESTRICTIONS**

The Protected Property may be subject to the following easements and use restrictions of record all recorded in the Town of Waitsfield Land Records:

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. 50' right of way in common along woods road westerly from TH#1 for access purposes as described I deed from Moriarty to Waldron dated 10/31/85 and recorded in Book 46, Page 512. Right of way is probably only valid for use of lot conveyed by that deed unless other users agree to additional use.
4. Utility line easements, spring rights, and other easements and restrictions of record as stated in deed from Moriarty to Waldron dated 10/31/85 and recorded in Book 46, Page 512.
5. Utility line easements, spring rights, and other easements and restrictions of record as stated in deed from Davis to Moriarty dated 10/26/83 and recorded in Book 40, Page 547.

6. The deed from Davis to Moriarty dated 10/26/83 and recorded in Book 40, Page 547 included a right of way in common for all means of travel and utility line rights leading southwesterly along a partially improved gravel road from TH#1. Grantees agreed to pay their just portion of construction and/or maintenance of the roadway and utility line.
7. Served by 50' right of way noted in deed from Wu to Waldron dated 8/26/80 and recorded in Book 35, Page 286 as reserved in deed from Wu to Austin dated August 14, 1978 and recorded in Book 32, Page 258.
8. Ingress and egress matters described in deed from Fisk to Matthews recorded in Book 12, Page 88 as referenced in deed from Wu to Waldron dated 8/26/80 and recorded Book 35, Page 286.
9. Highway, utility, access and spring rights-of-way of record as stated in deed from Wu to Waldron dated 8/26/04 and recorded in Book 35, Page 286.
10. Water rights and rights of way and reference to an agreement with the State regarding posting, stocking and protecting a stream running through premises in deed from Apgar to Wu dated 7/27/53 and recorded in Book 19, Page 404.
11. Spring rights conveyed by Wu to Millstone recorded 8/16/78 in Book 32, Page 253.
12. Spring rights conveyed by Wu to Austin recorded 8/16/78 in Book 32, Page 258.
13. Spring rights conveyed by Moriarty to Mehuron recorded 11/6/54 in Book 20, Page 83.
14. Utility easements by deed from Moriarty to Green Mountain Power Corporation recorded 2/28/64 in Book 22, Page 98.
15. Utility easements by deed from Davis to Green Mountain Power Corporation recorded 2/3/81 in Book 35, Page 533.

WAITSFIELD TOWN CLERKS OFFICE  
RECEIVED FOR RECORD  
DATE 12-14-04 TIME 11:35 AM  
RECORDED IN BOOK 115 PAGE 39-47  
ATTEST Janet Lusk Clerk TOWN CLERK

Mount Property Transfer Tax 32 V.S.A. Chap. 23.  
- ACKNOWLEDGMENT -  
Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 91-04  
Signed Janet Lusk Clerk  
Date \_\_\_\_\_

# VERMONT PROPERTY TRANSFER TAX RETURN

VERMONT DEPARTMENT OF TAXES  
MONTPELIER, VERMONT 05609-1401

(PLEASE TYPE OR PRINT CLEARLY)

<b>SELLER'S (TRANSFEROR'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Town of Waitsfield	9 Bridge Street, Waitsfield, VT 05643	
<b>BUYER'S (TRANSFEEE'S) NAME(S)</b>	COMPLETE MAILING ADDRESS FOLLOWING TRANSFER	SOCIAL SECURITY NO. OR TAXPAYER IDENT. NO.
Vermont Land Trust, Inc.	8 Bailey Ave. Montpelier, VT 05602	03-0264836
<b>PROPERTY LOCATION (Address in full)</b>		<b>DATE OF CLOSING</b>
easterly of VT Route 100, Waitsfield		12/13/04

**INTEREST IN PROPERTY**

1.  FEE SIMPLE    3.  UNDIVIDED 1/2 INTEREST    5.  TIME-SHARE    7.  EASEMENT/ROW

2.  LIFE ESTATE    4.  UNDIVIDED \_\_\_\_% INTEREST    6.  LEASE    8.  OTHER public access

**LAND SIZE (Acres or fraction thereof)**    **SPECIAL FACTORS: HAVE DEVELOPMENT RIGHTS BEEN CONVEYED**    NO  YES

125 +/-    WAS SALE BETWEEN FAMILY MEMBERS    NO  YES  STATE RELATIONSHIP

FINANCING:  CONVENTIONAL/BANK     OWNER FINANCING     OTHER

**BUILDINGS ON PROPERTY AT THE TIME OF TRANSFER (CHECK ALL THAT APPLY).**

1.  NONE    5.  FARM BUILDINGS    9.  STORE

2.  FACTORY    6.  MULTI-FAMILY WITH \_\_\_\_ (INSERT NUMBER) DWELLING UNITS    10.  OTHER \_\_\_\_ DESCRIBE

3.  SINGLE FAMILY DWELLING    7.  MOBILE HOME YEAR \_\_\_\_ MAKE \_\_\_\_ SER. NO.

4.  CAMP/VACATION HOME    8.  CONDOMINIUM WITH \_\_\_\_ (INSERT NUMBER) UNITS TRANSFERRED

CHECK WHETHER THE BUILDINGS WERE EVER     OCCUPIED     RENTED     WILL BE RENTED AFTER SALE

**PRIMARY USE OF PROPERTY BEFORE TRANSFER (CHECK ONE):**

1.  PRIMARY RESIDENCE    3.  CAMP/VACATION    5.  OPERATING FARM    7.  COMMERCIAL/INDUSTRIAL    DESCRIBE

2.  OPEN LAND    4.  TIMBERLAND    6.  GOVERNMENT USE    8.  OTHER    DESCRIBE

**PRIMARY USE OF PROPERTY AFTER TRANSFER (CHECK ONE):**

1.  PRIMARY RESIDENCE    3.  CAMP/VACATION    5.  OPERATING FARM    7.  COMMERCIAL/INDUSTRIAL    DESCRIBE

2.  OPEN LAND    4.  TIMBERLAND    6.  GOVERNMENT USE    8.  OTHER    DESCRIBE

WAS PROPERTY PURCHASED BY TENANT \_\_\_\_ NO \_\_\_\_ YES    DOES BUYER HOLD TITLE TO ANY ADJOINING PROPERTY \_\_\_\_ NO \_\_\_\_ YES

**CURRENT USE VALUE PROGRAM: IS ANY PORTION OF THE LAND BEING CONVEYED SUBJECT TO A LIEN OR OTHER RESTRICTIONS UNDER THE AGRICULTURAL AND MANAGED FOREST LAND USE VALUE PROGRAM CHAPTER 124 OF 32 V.S.A.**     Yes     No

**IF TRANSFER IS EXEMPT FROM PROPERTY TRANSFER TAX, CITE EXEMPTION FROM INSTRUCTIONS AND COMPLETE SECTIONS M, N and O BELOW.**  
#12; transfer to and IRC 50(c)(3) to protect woodland.

**TOTAL PRICE PAID \$** 0.00    **PRICE PAID FOR PERSONAL PROPERTY \$** \_\_\_\_\_    **PRICE PAID FOR REAL PROPERTY \$** 0.00

STATE TYPE OF PERSONAL PROPERTY \_\_\_\_\_

IF PRICE PAID FOR REAL PROPERTY IS LESS THAN FAIR MARKET VALUE, PLEASE DESCRIBE: \_\_\_\_\_

MAKE CHECKS PAYABLE TO: VERMONT DEPARTMENT OF TAXES

**TAX DUE: Enter amount from rate schedule on reverse side. COMPLETE RATE SCHEDULE FOR ALL TRANSFERS**    \$ 0.00

**DATE SELLER ACQUIRED** 2004

IF VERMONT LAND GAINS TAX RETURN IS NOT BEING FILED, CITE EXEMPTION FROM INSTRUCTIONS ON PAGE 4 OF THIS BOOKLET #2 \_\_\_\_\_

(CONTINUE ON REVERSE SIDE)

<b>THIS SECTION TO BE COMPLETED BY TOWN OR CITY CLERK</b>		<b>ACKNOWLEDGMENT</b>	<b>TOWN NUMBER</b>
TOWN/CITY <u>Waitsfield</u>	DATE OF RECORD <u>12-14-04</u>	RETURN RECEIVED (INCLUDING CERTIFICATES AND, ACT 250 DISCLOSURE STATEMENT) AND TAX PAID.	<u>91-04</u>
BOOK NUMBER <u>115</u> PAGE NO. <u>39-47</u>	LISTED VALUE \$ <u>45,000</u> GRAND LIST YEAR OF <u>2004</u>	SIGNED <u>Justine Smith Asst. Clerk</u>	
PARCEL ID NO. <u>001032000</u>	GRAND LIST CATEGORY <u>W</u>	DATE <u>12-14-04</u>	

## RATE SCHEDULE

Tax on Special Rate Property:

a. Value of purchaser's principal residence (not to exceed \$100,000) (See Instructions) .....	1. a. \$	
b. Value of property enrolled in current use program .....	b. \$	
c. Value of qualified working farm .....	c. \$	
d. Add Lines 1(a), (b) and(c) .....	d. \$	
e. Tax rate .....	e.	0.005
f. Tax due on Special Rate Property: Multiply Line 1(d) by Line 1(e) .....	f. \$	
2. Tax on General Rate Property:		
a. Enter amount from Line O on front of return .....	2. a. \$	
b. Enter amount from Line 1(d) of Rate Schedule above .....	b. \$	
c. Subtract Line 2(b) from Line 2(a) .....	c. \$	
d. Tax rate .....	d.	0.0125
e. Tax due on General Rate Property: Multiply Line 2(c) by Line 2(d) .....	e. \$	
3. Total Tax Due:		
Add Lines 1(f) and 2(e) and enter here and on Line P on front of return .....	3. \$	

## FLOOD AND SUBDIVISION REGULATIONS AND ACT 250 CERTIFICATES

Buyer(s) and Seller(s) certify as follows:

- A. That they have investigated and disclosed to every party to this transaction all of their knowledge relating to flood regulations, if any, affecting the property.
- B. That the seller(s) advised the buyer(s) that local and state building regulations, zoning regulations and subdivision regulations pertaining to the property may limit significantly the use of the property.
- C. That this transfer is in compliance with or is exempt from the subdivision regulations of the Agency of Natural Resources for the following reasons:
1. This property is the subject of Subdivision Permit No. \_\_\_\_\_ and is in compliance with said permit, or
  2. This property and any retained parcel is exempt from the subdivision regulations because (see instructions for exemptions):
    - a. Parcel to be sold: Exemption Number \_\_\_\_\_ Number of acres \_\_\_\_\_
    - b. Parcel retained: Exemption Number conservation easement Number of acres \_\_\_\_\_
- Please contact the district office in your area to determine compliance with Act 250. (See map on page 34.)

Seller(s) further certifies as follows:

- D. That this transfer of real property and any development thereon is in compliance with or exempt from 10 V.S.A. Chapter 151, Vermont's Land Use and Development Law (Act 250), for the following reason:
1. This property is the subject of Act 250 Permit No. \_\_\_\_\_ and is in compliance with said permit, or
  2. This property is exempt from Act 250 because: (list exemption number from instructions) conservation easement
- E. That this transfer ~~xxx~~/does not (strike one) result in a partition or division of land. Note: If it does, an Act 250 Disclosure Statement must be attached to this return before filling with the town clerk.

## WITHHOLDING CERTIFICATION

- Buyer(s) certifies that Vermont income tax has been withheld from the purchase price and will be remitted to the Commissioner of Taxes with Form RW-171 within 30 days from the transfer, OR that the transfer is exempt from income tax withholding for the following reason (check one):
1. Under penalties of perjury, seller(s) certifies that at that time of transfer, each seller was a resident of Vermont or an estate.
2. Buyer(s) certifies that the parties obtained withholding certificate no. \_\_\_\_\_ from the Commissioner of Taxes in advance of this sale.
3. Buyer(s) certifies that this is a transfer without consideration. (See instructions for Form RW-171.)
4. Seller(s) is a mortgagor conveying the mortgaged property to a mortgagee in a foreclosure or transfer in lieu of foreclosure, with no additional consideration.

WE HEREBY SWEAR AND AFFIRM THAT THIS RETURN, INCLUDING ALL CERTIFICATES IS TRUE, CORRECT AND COMPLETE TO THE BEST OF OUR KNOWLEDGE.

SELLER(S) SIGNATURE(S)	DATE	BUYER(S) SIGNATURE(S)	DATE
Town of Waitsfield		Vermont Land Trust, Inc.	
By: <u>Charles D. Hasford</u>	12/13/04	By: <u>Paul J. RB</u>	12/12/04
Its Duly Authorized Agent		Its Duly Authorized Agent	

Preparer's Signature \_\_\_\_\_ Prepared by Vermont Land Trust, Inc.

Preparer's Address 8 Bailey Ave. Montpelier, VT 05602

Buyer's Representative \_\_\_\_\_ Tel. \_\_\_\_\_

(Print or Type)

Keep a copy of this return for your records.