



MODIFIED RIGHT-OF-WAY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, **Gretchen Rous Besser**, residing in Morristown, Vermont (Grantor), for myself and my heirs, assigns, and successors in title, for good and valuable consideration received from **Lambertus J.H. Becht and Ann M. Becht**, husband and wife residing in Sunningdale, England (Grantees), the receipt and sufficiency of which is hereby acknowledged, do hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantees, **Lambertus J.H. Becht and Ann M. Becht**, husband and wife as tenants by the entirety, and their heirs, assigns, and successors in title forever, a certain easement and right-of-way (referred to hereinafter as the Modified Right-of-Way), together with related rights, responsibilities, and interests incident thereto, over, upon, and across a portion of my property, in the Town of Morristown, County of Lamoille, and State of Vermont, in the location where the existing right-of-way is situated, and subject to the terms and conditions set forth hereinafter.

The property of Gra	antor where the Mod	lified Right-of-Way is located (referred
to hereinafter as the Bess	ser Property) was co	onveyed to Grantor by Warranty Deed
from	dated	and recorded in Book at
Pages of the	ne Morristown Land	Records. The property of Grantees
served by and to which	the Modified Right	t of Way is appurtenant (referred to
hereinafter as the Becht F	Property) is all and th	ne same land and premises conveyed
to Grantees by Warranty	Deed from Michae	el Sulham, Garry Sulham, and Kevin
Sulham dated	, 2006 and to be rec	corded concurrently with this Modified
Right-of-Way Deed in the	Morristown Land R	Records.

The Besser Property consists generally of a farm house, in which there are two apartments, a "carriage" house behind the farm house in which there is an apartment, a barn which houses domestic animals, a 4 bay shed, and pastures for horse, cow, and sheep grazing, cultivation and mowing of hay. There formerly was a sugaring operation in the southwest quadrant, to which Grantor has access by way of an existing easement across the Becht Property. This operation may at some point in the future be resumed. Grantees covenant and agree that nothing herein should impede or interfere with the operation of the farm.

There is an existing right-of-way crossing the Besser Property to the Becht Property as set forth and described in the Warranty Deed from Marjorie Sulham (and joined in the execution thereof by Morris Sulham and Mabel Sulham) to Osgood Associates, Inc. (being the predecessor in title to the Besser Property) dated September 18, 1980 and recorded in Book 76 at Pages 261-263 of the Morristown Land Records as follows:

"Also, granting a right of way along the southwesterly boundary of the parcel reserved herein and next northeasterly thereof from Stagecoach Road to the parcel conveyed herein, which right of way shall be used as a right of way in common by the Grantor herein, the Grantee herein and the heirs and assigns of each. The Grantor herein reserves a right of way from the northwesterly end of the right of way reserved herein across the property conveyed herein to that parcel of land which was deeded by the Grantor herein to Morris Sulham, Mabel Sulham and Marjorie Sulham by Warranty Deed dated February 22. 1980 and recorded in Book 76, Page 176 of Morristown Land Records. Such right of way shall run along the existing access road and shall be used as a right of way in common by the Grantor herein, the Grantee herein and the heirs and assigns of each. This right of way shall be limited in use for agricultural purposes and for caring for and removing timber from that parcel of land owned by Morris Sulham, Mabel Sulham and Marjorie Sulham and for not more than one single family residential unit on that parcel of land owned by Morris Sulham, Mabel Sulham and Marjorie Sulham."

The purpose of this Modified Right-of-Way Deed is to clarify, supplement, and modify the terms and conditions of the existing right-of-way to permit access and utility lines to the Becht Property and to facilitate the construction and use of the dwellings hereinafter referred to in section 8(a), without interfering with the operation of the Besser farm. To this end, the Modified Right-of-Way granted hereby shall be as follows and shall be utilized solely for the following purposes and is subject to the following terms and conditions:

- 1. The Modified Right-of-Way shall overlap the existing access road and is shown upon a survey map entitled "________, Registered Land Surveyor, and to be recorded in the Morristown Land Records (referred to hereinafter as the Survey Map). In the event of an actual or apparent discrepancy between the Survey Map and the actual existing access road as it now is, nothing in the survey shall require alteration or relocation of the existing access road, except as hereinafter explicitly set forth.
- 2. The legal width of the Modified Right-of-Way shall be fifty (50) feet, as required by Section 422 of the Morristown Zoning Bylaws. The width of the roadway within the Modified Right-of-Way area shall generally be sixteen (16) feet. The areas outside of the existing access road as it may be improved in accordance with this Modified Right-of-Way Deed may be utilized for installation of underground utility lines and equipment in accordance with the Right of Way Easement from Grantor herein to Village of Morrisville Water and Light Department et al to be recorded in the

Morristown Land Records and for swales, ditches, culverts, mowing, grading, and other such uses related to good and proper upkeep, maintenance, and safety of the Modified Right-of-Way. No construction, improvement, utility line installation, or any other activities carried out pursuant to this Modified Right-of-Way shall interfere with or require removal or relocation of the existing cattle fences on the Besser Property or interfere with the operation of the farm.

- 3. The Modified Right-of-Way may be utilized solely as a right-of-way and easement for the following uses appurtenant to the Becht Property:
- (a) to provide ingress to and egress from the Becht Property, commencing at the westerly terminus of the right-of-way located on property owned by Brent Baker and Bryan Baker that leads from and to Morristown Town Highway #5 known as Stagecoach Road for passage on foot and by vehicles, equipment, and other means of locomotion; and
- (b) for installation and use of utility service lines and equipment, including electrical transmission, telephone, cable television, and other such utility services, provided and on the condition that any and all such utility service lines and related equipment are installed underground, except as provided in the aforereferenced Right of Way Easement from Grantor herein to Village of Morrisville Water and Light Department et al. No towers or antennae shall be allowed. All such work shall be in accordance with the aforereferenced Right of Way Easement.
- 4. Grantees may at their sole cost construct and install all reasonably necessary improvements on and incident to use of the Modified Right-of-Way, including but not limited to maintaining the existing access road, underground utility service lines and fixtures, landscaping, drainage ditches, grassed shoulders, culverts, and the like. The surface of the driveway may consist of loose gravel, but plant mix, asphalt, black top, concrete paving, or other such material shall be prohibited. The use and maintenance of the existing access road and the installation and maintenance of utility lines as described hereinbefore shall not interfere with access from the existing access road to the now existing path or road to the barn and the existing path or roads from the existing access road to the sugar house now on the Besser Property, nor shall they interfere with or prevent domestic animals from crossing the existing access road. Any build-up of the existing access road shall not interfere with access of farm vehicles and animals across the existing access road. The existing access road, as improved or built up shall be configured to facilitate such access
- 5. The rights granted hereby shall be exercised in a good and careful manner, so as not to interfere with the operation of the farm on the Besser Property. Any earth disruption resulting from work within the Modified Right-of-Way area outside of

the bounds of the roadway shall be restored promptly with such grading, filling, and other actions as are necessary to return the ground to a natural and undisturbed condition.

- 6. Grantees shall keep, maintain, repair, and replace all improvements incident to use of the Modified Right-of-Way and shall pay all costs related thereto, including but not limited to laying down gravel, snowplowing, clearing, grading, mowing, and repair or replacement of culverts and underground utility service lines and fixtures.
- 7. Grantees shall provide written notice to Grantor at least thirty days prior to carrying out improvement work on the roadway and installation of utility service lines and fixtures. All improvement work and installation of utility lines, as hereinbefore permitted, shall be approved in writing by Grantor, such approval not to be withheld unreasonably. Failure by Grantor to respond within thirty days of provision of notice to Grantor shall be deemed approval. Any dispute concerning the propriety of proposed improvements or installation of utility service lines shall be resolved by arbitration in accordance with the provisions set forth hereinafter.
- 8. Grantees by acceptance and recording of this Modified Right-of-Way Deed covenant and agree that in return for use of the Modified Right-of-Way, the restrictions set forth hereinafter shall apply to the Becht Property. These restrictions shall not apply in the event Grantees discontinue use of the Modified Right-of-Way, provided however that Grantor for herself and her heirs, assigns, and successors in title, reserves all rights and remedies which Grantor may have by statute, zoning and land use laws, or under common law, to object to or oppose any use of the Becht Property other than as provided herein in the event of discontinuance of use of the Modified Right-of-Way and accompanying discontinuance of said restrictions.
- (a) The Modified Right-of-Way may be utilized solely for providing access and utility services to a main house and a guest house on the Becht Property, together with related outbuildings and structures suitable for a rural residential homesite. The main house may have a ground level story and two upper stories. Finished or semi-finished living space in the main house shall not exceed 9000 square feet. The guest house may have a ground level story and one upper story. Finished or semi-finished living space in the guest house shall not exceed 5000 square feet.
- (b) Neither the main house nor the guest house nor any related outbuildings and structures shall be located any closer than 500 feet from the common perimeter boundary line between the Becht Property and the Besser Property. A pond may be constructed on the Becht Property closer than 500 feet from the common perimeter boundary line, but at least 200 feet away from said

boundary line.

- (c) Conventional outdoor lights shall be allowed, but there shall be no outdoor all-night flood lights that would cause an undue adverse visual impact offsite from the Becht Property.
 - (d) The Becht Property shall not be subdivided.
- (e) In the event the Modified Right-of-Way improvements carried out by Grantees result in any additional Town of Morristown real estate tax on the Besser Property, Grantees shall be responsible for annual payments to Grantor of any such increase within thirty days after receipt of notice in writing of such increase. Any dispute concerning this provision or the reasonableness of proposed improvements referred to hereinbefore shall be resolved by binding arbitration in accordance with procedures authorized under the Vermont Arbitration Act. The venue for such arbitration or any related litigation regarding this Modified Right-of-Way Deed shall be in Lamoille County, Vermont.

ACKNOWLEDGMENT OF ARBITRATION

THE PARTIES UNDERSTAND THAT THIS INSTRUMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS INSTRUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS GOVERNED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES HAVE AGREED TO SUBMIT ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION PROVISION TO AN IMPARTIAL ARBITRATOR OR ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH HEREIN.

- (f) There shall be no cutting or removal of trees along the common perimeter boundary line between the Becht Property and the Besser Property.
- (g) No clear cutting or commercial logging operations shall be allowed on the Becht Property. This restriction shall not prevent or limit Grantees from clearing for the main house and a guest house together with related outbuildings and structures; carrying out good and careful forestry preservation and management practices, including selective cutting and timber removal; cutting and removal of dead, diseased, or damaged trees; and creation of woods roads and trails.
- (h) Occupancy and use of the residences and the pool/pond on the Becht Property, use, maintenance, and improvement of the existing access road, or construction and maintenance of utility lines shall not cause any interference with the agricultural and farming operations on the Besser Property or the use and enjoyment of their premises by residents on the Besser Property.

- 9. Grantor for herself and her family members and guests, dogs, and horses hereby reserves, and Grantees by countersigning this Modified Right-of-Way Deed hereby grant, a license to utilize the existing trails on the Becht Property for hiking, skiing, snow shoeing, and horseback riding. Use of motorized vehicles or equipment shall not be allowed under this license. The license is personal to Grantor and her family and shall be in effect only for so long as Grantor and her husband Albert G. Besser are living and Grantor continues to own the Besser Property, and in the event any of Grantor's children or the Estate of Grantor or her husband shall continue to own the Besser Property following the deaths of Grantor or her husband Albert G. Besser, then for an additional period of seven years during such ownership. Upon the death of both Grantor and her husband or upon cessation of ownership of the Besser Property by Grantor, whichever event occurs first, or upon expiration of seven years from the date when any of Grantor's children acquire ownership of the Besser Property following the deaths of Grantor and her husband Albert G. Besser, the license shall expire automatically.
- 10. Grantees shall pay or reimburse Grantor for all reasonable and necessary legal fees and expenses incurred by Grantor incident to preparation and recording of this instrument.
- 11. This Modified Right-of-Way Deed shall supplant in its entirety the aforereferenced right-of-way contained in the Warranty Deed from Marjorie Sulham to Osgood Associates, Inc. referred to hereinbefore.
- 12. Subject to the limitations set forth in section 9 hereinbefore, the rights and responsibilities incident to the Modified Right-of-Way shall be perpetual and shall run with the land as an appurtenance to the Becht Property, and the terms and conditions hereof shall be binding upon and inure to the benefit of Grantor and Grantees and their respective heirs, assigns, and successors in title. This Modified Right-of-Way Deed may only be modified by written instrument in recordable form signed by the Grantor and Grantees, or their respective heirs, assigns, and successors in title, and recorded in the Morristown Land Records.

TO HAVE AND TO HOLD said granted Modified Right-of-Way, with all the rights and privileges appertaining thereto, to the said Grantees, **Lambertus J.W. Becht and Ann M. Becht**, husband and wife as tenants by the entirety, and their heirs, assigns, and successors in title forever;

And I the said Grantor, **Gretchen Rous Besser**, for myself and my heirs, assigns, and successors in title, do covenant with the said Grantees, **Lambertus J.H. Becht and Ann M. Becht**, and their heirs, assigns, and successors in title, that I am the sole owner of the premises underlying the Modified Right-of-Way, and have

good right and title to convey the same in the manner aforesaid, and that the Modified Right-of-Way is FREE FROM EVERY ENCUMBRANCE, except as aforesaid;

And I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

Grantor's husband, Albert G. Besser, joins in the execution of this instrument, for the sole purpose of releasing and conveying to Grantees such homestead rights and other statutory rights or interests in the rights herein conveyed.

Dated at Stowe, Vermont on this g day of March, 2006.

Gretchen Rous Besser

Albert G. Besser

STATE OF VERMONT COUNTY OF LAMOILLE

At Stowe in said County on this 8 day of March, 2006,
Gretchen Rous Besser and Albert G. Besser personally appeared and they he
acknowledged this instrument, by them subscribed, to be their free acts and deeds.
Before me: Marjorie Ingersall
Notary Public
My commission expires: 2-10-07

The Grantees herein, Lambertus J.H. Becht and Ann M. Becht, join in signing this instrument to confirm and acknowledge the rights and responsibilities incident to the Modified Right-of-Way.

Dated at _	STOWE	, Vermont on this المجالة day of معالمات , 2006.
		Lumberty J. H. Secht, by Alan
		Tale, in cotos in fact
		Lambertus J.H. Becht
		meeter in mer
		ne extens in met
		Ann M. Becht

STATE	OF VE	ERMONT	Γ
COUNT	YOF	LAMOIL	IF

At Stowe in said County on this 15 day of Moved, 2006, Lambertus J.H. Becht and Ann M. Becht personally appeared and they acknowledged this instrument, by them subscribed, to be their free acts and deeds.

Before me: ____

Notary Public

My commission expires: 2-10-07

NOTES: 1. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR THE "SUBURBAN CLASS SURVEY" AS DESCRIBED IN "RULES OF THE BOARD OF LAND SURVEYORS, PART 5". NO ATTEMPT WAS MADE TO LOCATE AND IDENTIFY ANY RECORDED OR UNRECORDED EASEMENTS AS MAY EXIST EXCEPT AS SHOWN HEREON. ALL BEARINGS REFER TO MAGNETIC NORTH 2006. LOCATION MAP THIS PLAT IS FOR THE EXCLUSIVE USE OF LAMBERTUS J.H. BECHT N.T.S. AND ANN M. BECHT. LEGEND: DIAMETER DIA. 117770 5/8" DIA. PEATMAN IRS IN STONE PILE FOUND 5/8" DIA. PEATMAN IRON ROD SET (IRS) IRON ROD OR IRON PIPE FOUND (IRF) OR (IPF) ALasdoea UTILITY POLE 0 EDGE OF WOODS ستستست OLD BARB WIRE FENCE LINE STONE WALL ∞ BLAZED LINE FOUND BROOK OR DRAINAGE FLOW 31⁽²⁾ MEADOW' TOWNSHIP LOT 31 OF THE SECOND DIVISION THE CENTER OF THE FIFTY FOOT WIDE RIGHT OF WAY AS SHOWN HEREON FOLLOWS AN EXISTING FIELD DRIVE. CENTER LINE OF STAGECOACH ROAD ę THE EXISTING RIGHT OF WAR HEDGE ROW 2.131.30 A MODIFIED RIGHT OF WAY DEED BETWEEN BECHT & BRENT & BRYAN BAKER 5/8" DIA. IRF BESSER WHICH WILL REFER TO THIS SURVEY. BOOK 108 PAGE 699 existing ham 423 7/17/06 TO RIGHT OF WAY IN FAVOR OF BESSER & SULHAM RUNS DETAIL MORRISTOWN 1" = 100 CORNERS FROM STAGECOACH ROAD THROUGH THE BRENT & BRYAN N 45'25' W BAKER PROPERTY 205.7 (SEE DETAIL) BAKER PROPERTY CENTER OF RIGHT OF WAY STAGECOACH DEED REFERENCE BESSER PROPERTY 150 GRETCHEN R. BESSER PROPERTY BOOK 110 PAGES 310-311 ROAD MORRISTOWN LAND RECORDS 32 7 5 MABEL SULHAM ROAD TO S 4517 189.0 MICHAEL, GARRY & KEVIN SULHAM 48.29 BOOK 115, PAGE 528 DATED MARCH 29, 1999 TO TOTAL STATION SURVEY FOR LAMBERTUS J.H. BECHT & ANN M. BECHT "MICHAEL, GARRY & KEVIN SULHAM PROPERTY" SCALE: 1" = 200' MORRISTOWN, VERMONT THIS SURVEY IS BASED ON A CLOSED TRAVERSE OF FIELD EVIDENCE, RESEARCH IN THE MORRISTOWN LAND RECORDS AND RIGHT OF WAY AGREEMENTS " DIA INF ON K WAY NER WITH 6" REVEAL BETWEEN GRETCHEN ROUS BESSER AND LAMBERTUS J.H. BECHT & ANN M. BECHT. THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403. REEZEY PROPERTIES # 2 LTD PROPERTY BOOK 131 PAGE 285 (SLIDE 150, MAP 34) APRIL 26, 2006 GRAPHIC SCALE

PEATMAN SURVEYING INC., EDEN, VT. 635-7720 06-12

(IN FEET) 1 inch = 200 ft.

HOUSE SITE, ACCESS AND UTILITIES LOCATION AND APPROVAL

Gretchen R. Besser ("Owner") granted to the Vermont Land Trust, Inc. ("VLT") a Grant of Development Rights and Conservation Restrictions dated December 30, 1998 and recorded in Book 115, Page 105 of the Morristown Land Records ("Grant") on her property located on the westerly side of Stagecoach Road in Morristown, Vermont ("Property"). Owner reserved one future house right in the Grant personal to herself and her husband Albert Besser on the Property. Owner has elected to exercise that house right for herself and all subsequent owners of the Property pursuant to Section III(9) of the Grant and VLT hereby approves the following house site, building envelope, and location of driveway and utilities.

Owner procured soil tests and architectural plans and specifications for the house site and house construction as well as obtained a survey of the site and driveway locations. The house site building envelope contains 2 acres and is located near the westerly boundary of the Property, is depicted on the attached drawing, and is more particularly described as follows:

Beginning at a point in the centerline of an existing gravel access road, said point being South 22 ½° West 1,165 feet, more or less, from the northwest corner of the Protected Property, said point also having stateplane NAD83 coordinates of N 225,486 m, E 488,735 m; thence proceeding

North 28° East 275 feet, more or less, across the Protected Property; thence turning and proceeding South 64° East 285 feet, more or less, across the Protected Property; thence turning and proceeding South 26° West 370 feet, more or less, across the Protected Property to the centerline of the aforementioned gravel access road; thence turning and proceeding

North 46° West 70 feet, more or less, along the centerline of the gravel access road; thence turning and proceeding

North 24° West 115 feet, more or less, along the centerline of the gravel access road: thence turning and proceeding

North 57° West 55 feet, more or less, along the centerline of the gravel access road; thence turning and proceeding

North 69° West 85 feet, more or less, along the centerline of the gravel access road to the point of beginning.

VLT also hereby approves the construction, maintenance and use of one driveway running from the westerly side of Town Highway #5 (Stagecoach Road) to the above-described house site within the boundaries of the above-described Building Envelope. Said driveway is depicted on the attached map, shall not exceed 25 feet in width on the traveled surface and all utilities serving said house site shall be located within a 50 foot wide driveway corridor that also encompasses the 25' wide driveway. VLT may approve an alternative route for said utilities in its sole discretion upon request of the Owner or subsequent owners of the Property. VLT also may approve an alternative building envelope within the Development Zone as defined in the Grant in its sole discretion upon request of the Owner or subsequent owners of the Property. The septic system and potable water supply for the house shall be located within the Building Envelope. All other appurtenant non-residential structures including without limitation all amenities shall also be located exclusively within the Building Envelope. Owner or subsequent owners of the Property may construct, maintain and use the one single-family house, utilities and other appurtenant non-residential structures within the Building Envelope without any further written approval of VLT. Owner or subsequent owners of the Property shall give VLT notice prior to construction of any structure within the Building Envelope. The building envelope remains subject to the Grant and may not be subdivided or sold separately from the remainder of the Protected Property.

Witness its hand and seal this 25 day of June, 2007.

Its Duly Authorized Agent

STATE OF VERMONT WASHINGTON COUNTY, ss

At Montpelier, this 35th day of June 2007, Leslie Ratley-Beach, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Vermont Land Trust, Inc., before me.

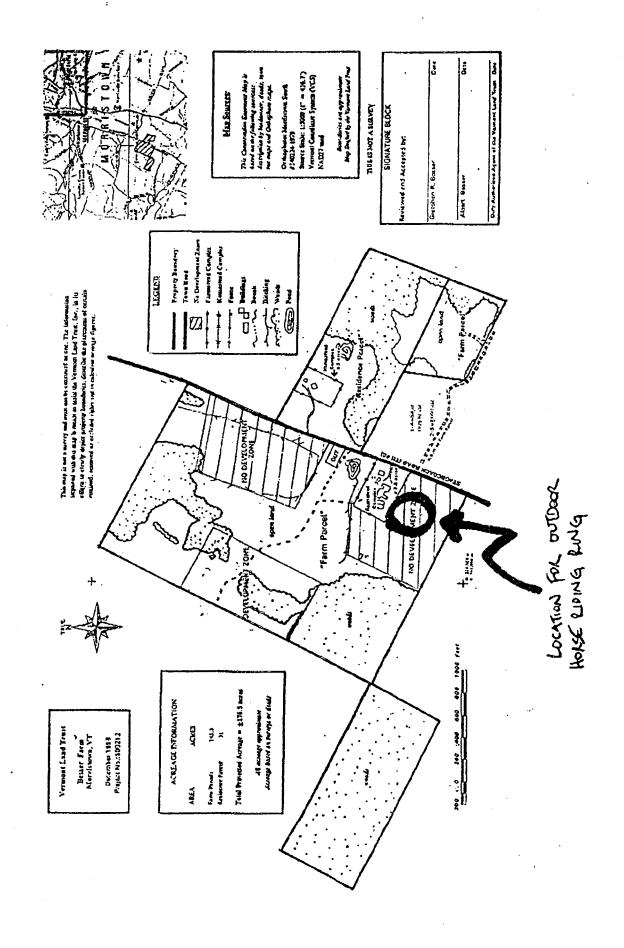
My commission expires: 2/10/11

MORRISTOWN, VT., TOWN CLERK'S OFFICE
RECEIVED FOR RECORD June 36 A.D. 2007

AT 8 O'CLOCK 30 MINUTES A.M. & RECORDED
IN BOOK 43 PAGE 534 OF MORRISTOWN RECORDS

ATTEST Catalina Killing Osst
TOWN CLERK

BESSER FARM RAN





VERMONT LAND TRUST

HEADQUARTERS 8 Bailey Avenue Montpelier, VT 05602 [802] 223-5234 [802] 223-4223 fax [800] 639-1709

REGIONAL OFFICES

CENTRAL VERMONT 8 Bailey Avenue Montpelier, VT 05602 [802] 223-5234

CHAMPLAIN VALLEY P.O. Box 850 Richmond, VT 05477 [802] 434-3079

MOUNTAIN VALLEY P.O. Box 246 Weston, VT 05161 [802] 824-3191

Northeast Kingdom P.O. Box 625 Hardwick, VT 05843 [802] 472-3208

SOUTHEAST VERMONT 223 Knapp Road Dummerston, VT 05301 [802] 257-0233

SOUTHWEST VERMONT & METTOWEE VALLEY CONSERVATION PROJECT P.O. Box 215 Pawlet, VT 05761 [802] 325-3701

CONSERVATION STEWARDSHIP The King Farm 3117 Rose Hill Woodstock, VT 05091 [802] 457-2369

APPROVAL OF ACCESSORY USE: COMMERCIAL USE OF AN OUTDOOR HORSE RIDING RING AND HORSE RIDING TRAILS

In accordance with Section III(11) of a Grant of Development Rights and Conservation Restrictions (the "Grant") to be conveyed by GRETCHEN R. BESSER (the "Owner") to the VERMONT LAND TRUST, INC. (the "Land Trust") and to be recorded in the Morristown Land Records, the Land Trust hereby gives its approval for the commercial use of an outdoor horse riding ring and horse riding trails as an accessory use (the "Accessory Use") on the Protected Property as defined in the Grant (the "Protected Property") under the following terms and conditions:

- (1) The Accessory Use shall consist of the charging of fees for the equestrian use of (a) an outdoor horse riding ring as approved in an Approval to Construct Outdoor Horse Riding Ring of even date herewith, and (b) horse riding trails as permitted without approval under Section III(6) of the Grant.
- (2) The Accessory Use shall not materially interfere with the continuance of farm and forest related activities on the Protected Property, and shall be conducted in a manner consistent with the Purposes of the Grant as described in Section I of the Grant.
- (3) The Accessory Use shall conform with all applicable ordinances, statutes and regulations of the Town of Morristown, State of Vermont, and United States of America.
- (4) The Owner's compliance with this Approval of Accessory Use may be enforced by the Land Trust pursuant to Section V of this Grant.

VERMONT LAND TRUST, INC.

2-21-98

Date

Preston J. Bristow, Jr., Director Conservation Stewardship Office

