



Pall Spera <pall.spera@pallspera.com>

FW: plan

1 message

Fran Sladyk <FranS@butternutmountainfarm.com>

Tue, Apr 23, 2019 at 3:59 PM

To: Pall Spera <pall.spera@pallspera.com>, Simone Lepine <sllepine2@gmail.com>

Please note that this is due for a new plan this year

-----Original Message-----


From: noreply@butternutmountainfarm.com <noreply@butternutmountainfarm.com>

Sent: Tuesday, April 23, 2019 3:57 PM

To: Fran Sladyk <FranS@butternutmountainfarm.com>

Subject:

← email

TASKalfa 4002i
----- SCAN03795020190423145633.pdf
11549K

Call Fran @

802.888.3491

Vt. Land Trust. 802.223.5234
attention. "Sumana"



BUTTERNUT MOUNTAIN FARM

37 INDUSTRIAL PARK DRIVE
MORRISVILLE, VERMONT 05661
(802) 888-3491 (800) 828-2376 FAX (802) 888-5909

An Updated Forest Management Plan

For

Jeanette Lepine

Located on the Mud City Loop Road
In the Town of Morrisville, Vermont

Grandlist Acreage 264.2

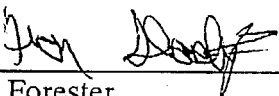
Acreage Enrolled into the Agriculture and Forestland Category of Use Value 258.2

Acreage Excluded from the Tax program 6.0

Productive forestland 208.1 acres

Agricultural land 50.1 acres

Non-productive land 0.0 acres

Prepared by:  12/28/2009
Forester Date

Approved by: _____
Landowner Date

Approved by: _____
Landowner Date

Approved by: _____
County Forester Date

Jeanette Lepine owns 264.2 acres located on the Mud City Loop and Call Roads in the town of Morrisville. This parcel consists of two old farms. Currently, Jeanette is leasing the barns, fields and sugaring operation. The boundary lines of this parcel consist of a mixture of old barbed wire fences and some painted blazes. Some portions of the boundary are very hard to find. For this reason, the owners should flag and paint these lines over the next ten years. This will help maintain the boundary as the barbed wire deteriorates. This will maintain the boundary's integrity and protect from an accidental timber trespass. Jeanette's property has a long history of agriculture and forest management. Jeanette is committed to continuing with these traditions. She has maintained enrollment of 258.2 acres of her land into the Agriculture and Forestland Category of Use Value. She is excluding 6.0 acres from the Tax program. This excluded land consists of 2.0 acres around each of the three dwellings that are located on the parcel. The following forest management plan updates the previous one drafted in 1999. It is based on a field cruise that occurred on December 1, 2009. This consisted of taking 62 sample plots with a 10 BAF prism. No rare, endangered, or invasive plants were observed during this visit.

Area 1 is 18.7 acres of hardwoods. The dominant species are red and sugar maple. Other species present are yellow birch, white ash, beech, and hemlock. It is located on level to moderately sloped terrain. The dominant soil type is the Tunbridge-Lyman fine sandy loam, rocky. This soil is composed of a mixture of sand, loam, and gravel. It drains quickly due to this composition. However, this drainage can cause stress to trees located on this soil during times of droughts. Tunbridge-Lyman soils are also considered to be shallow. Typically, bedrock is located 14 to 28 inches from the soil's surface. This shallow depth limits the development of roots. It also increases the risk of wind damage. The site index is 50 for sugar maple and 40 for spruce. (Site index is the height in feet that a tree will grow to on an area in 55 years. It is determined by soils and the growing characteristics of the species that are found there.) Area 1 had seen no thinning activity until 2004/2005. At that time, it underwent an individual tree selection thinning. This thinning removed some of the larger hardwoods that were present. Despite the recent activity, area 1 is considered to be an even aged stand. (An even aged stand is composed of trees from one or two different age classes.) The understory predominately contains a mixture of sugar maple, yellow birch, beech and the occasional ironwood. These trees have diameters that are between 1 and 4 inches. The understory additionally contains pockets of dense raspberry bushes and some 5-foot high sugar maple. The tree health is good with no disease or insect concerns. There is some wind damage present, but the level of damage is not considered to be significant. Unfortunately, the previous thinning damaged a number of trees in the area. The damage consisted of scrapped off bark and some stem wounds located on the lower part of the tree. This damage was caused by equipment tires or skidded trees. Wounds typically do not heal, if they are larger than one square foot in size. These large wounds can become an entry for rot and decay. This can increase the stem's susceptibility to wind damage and lowers the volume of merchantable saw timber within a tree. The quality of saw timber is good with only a small amount of cull. (Cull are tree from undesirable species, trees with poor form, or poor health. Generally, cull trees have a lower commercial value when compared to other stems. Thirty percent of the trees in area 1 are considered to be cull and have a diameter that is 5 inches or larger.) Most of this cull consists of poorly formed red

maples. Area 1 is adequately stocked for a hardwood stand with a basal area of 80 square feet and 130 trees per acre. (Basal area is a forestry term used to describe the cross sectional area of a tree at breast height. It is used to determine stocking levels.) The basal area of acceptable growing stock is 56 square feet per acre. The mean stand diameter is 11 inches.

Area 1 was thinned recently and requires no immediate activity. It should undergo an evaluation in 2019 that will determine health and stocking. This evaluation will also determine the timing of the area's next individual tree selection thinning. This thinning will remove a large portion of the area's cull hardwoods. It is tentatively set to occur between 2019 and 2024. The residual basal area will be determined during the 2019 evaluation. The long-term objective for area 1 is to produce saw logs, while promoting the growth of desirable hardwoods. It is under uneven aged management. (Uneven aged management results in a stand composed of trees from three or more different ages.) The cutting cycle (period between thinnings) is 15 years. The desired diameter for growing hardwoods is 18 inches. The target Q factor is 1.5. (The Q factor describes the diameter distribution within an uneven aged stand. A Q factor of 1.5 means that eventually 55% of the trees in area 1 will have a diameter that is 10 inches or larger.)

Area 2 is a 35.3 acres sugarbush. The dominant species is sugar maple. Other species present are red maple, beech, yellow birch, and white ash. It is located on slightly sloped terrain. The dominant soil types are the Tunbridge-Lyman fine sandy loam, rocky soil type and Fragiaquepts and Haplaquept soil type. (For information on the Tunbridge-Lyman soil type, please see area 1's stand description.) Fragiaquept and Haplaquept soils are deep and poorly drained. This soil also can include pockets of exposed bedrock. The soils composition creates a seasonally high water table that can last from the fall into the spring. This water table can limit root development. This additionally increases the susceptibility of wind damage for trees located on this soil type. The site index for area 2 is 50 for sugar maple. Area 2 has a long history of maple syrup production. There is an old site of a sugarhouse, which was active during the early and middle portion of the century. This sugarbush has seen periodic use until 1999. At that time, Jeanette built a new sugarhouse and started establishing a pipeline system. This system was upgraded last year and now contains over 1000 taps. The area's long sugaring history also involved periodic thinning. It underwent a light individual tree selection thinning in 2005. This thinning only occurred on the area's perimeter. Most of this thinning consisted of removing dead trees and non-maple competition. The long history of periodic thinning has allowed area 2 to develop into an uneven aged stand. The understory contains some young hardwoods that have diameters that range between 1 and 4 inches. Beech is the predominant species located in the understory. However, there are still many yellow birch and sugar maple stems located there. The understory also contains some regions that contain younger beech stems that are only 5 feet high. The tree health is good with little insect problems or wind damage present. The only disease concern is beech bark disease. (Beech bark disease is a canker that affects beech all over New England. It is a slow killer that often takes over ten years to kill a tree. Infected beeches have numerous bumps or pocks on their stem. They can additionally have red or black patches of the disease's fruiting bodies on their trunk.) A majority of the maples are healthy and have good crowns. A small number of them have some light crown dieback. (Crown dieback is when the outer limbs, leaves, twigs, and branches of a tree die. It is a result of stress

caused by old age, insect defoliations, storm damage, droughts, or heavy logging practices. Trees with significant dieback (50% or more) have a high likelihood of mortality.) Most of this dieback is isolated on older trees that are approaching biological maturity. The tap hole closure is good with most holes healing over within two years of tapping. This rate of healing is partially due to the tree's health and partially due to the use of a smaller spout. The quality of saw timber is fair due to the fact that most maples have been tapped. Tapping a tree causes staining and can increase the size of heartwood. Mills also will not purchase the bottom log of a tapped maple because of the potential to damage their mill equipment on metal spouts, nails, or broken drill bits. Both of these factors greatly reduce the volume and value of saw timber within a tapped maple tree. Area 2 is adequately stocked for a hardwood stand with a basal area of 93 square feet and 144 trees per acre. The basal area of acceptable growing stock is 82 square feet. The mean stand diameter is 11 inches. The target Q factor is 1.5. (This Q factor means that 54% of the trees in area 2 have a diameter that is 12 inches or larger.)

The owner should continue with her present sugarbush management on this area over the next ten years. This would involve a light salvage cut that will remove diseased beech, dead maple, and hardwoods that had extensive crown dieback. The purpose of this activity is to supply some firewood for the owner's sugaring operation. It will also improve the growth on a portion of maples by reducing competition. This light salvage will additionally release a portion of the stems that are located in the understory. This will help maintain the area's level of species diversity and provide a source of young maples for future use. The residual basal area should be no lower than 80 square feet per acre. The long-term objective for area 2 is to produce sap, while promoting the growth of maple and other hardwoods. It is under uneven aged management with a 15-year cutting cycle. The desired diameter is 24 inches or larger for sugar maple and 20 inches for other hardwoods. The target Q factor will continue to be 1.5. (Fifty five percent of the trees in area 2 will have a diameter that is 12 inches or larger.)

Area 3 is 30.8 acres of mixed hard and softwoods. The dominant species are spruce and red maple. Other species present are hemlock, yellow birch, white ash, aspen, and gray birch. It is located on level to slightly sloped terrain. The dominant soil types are the Tunbridge-Lyman fine sandy loam, rocky soil type, the Fragiaquepts and Haplaquepts soil type, and the Berkshire-Tunbridge fine sandy loam, rocky soil type. (For information on the Tunbridge-Lyman soil type, please see the description in area 1. For information on the Fragiaquepts and Haplaquepts soil type, please see the description in area 2.) The Berkshire-Tunbridge fine sandy loam, rocky soil type is composed of a mixture of sand, loam and gravel. This soil type includes pockets of exposed bedrock. The depth of this soil can range. Bedrock can be located between 8 and 28 inches from the soil's surface. The composition of this soil allows it to drain relatively quickly. Typically these soils are dry a day or two after a heavy rainstorm. However, erosion can be a factor on these soils. For this reason, logging roads should be built with the appropriate water bars and erosion controls. The shallow depth on regions of this soil type can limit root development. This also makes wind an important health factor for trees located on the Berkshire-Tunbridge fine sandy loam soils. The site index for area 3 is 40 to 50 for spruce and 50 to 52 for sugar maple. Area 3 was former pasture that eventually reverted into a mixture of hard and softwoods. It had seen not activity until 2004 to 2005. At that time, area 3 underwent an individual tree selection thinning. This thinning removed all of the large

softwoods that were present. No significant amounts of hardwood cull were removed at this time. Despite this logging activity, area 3 is still considered to be an even aged stand. The understory varies throughout the area. A majority of it contains a mixture of spruce and red maples that have diameters that are between 1 and 4 inches. The understory also contains pockets of yellow birch, groups of ironwood, and hemlocks of a similar size. Other regions of the understory contain groups of younger spruce and hemlock that are between 5 and 10 feet high. The tree health is good with no significant amounts of disease or insect problems. However, there is some wind damage located throughout the area. This damage has occurred during the last 5 years. There are also groups of standing dead spruce and hemlock stems located in the area. This mortality is the result of stress caused by the previous thinning. This thinning opened up individual softwood stems. This likely caused the soil to heat up, which created some root mortality. This root damage was the cause of some of the area's tree mortality. The area also has a small volume of ring shake. (Ring shake is a condition that affects hemlock and results in a deterioration of the inner stem. Hemlocks with ring shake often have numerous sap sucker holes in their stem. They are also more likely to succumb to wind damage when compared to other hemlocks. Hemlocks with ring shake are utilized as pulp when harvested and not for dimensional lumber.) The quality of saw timber is fair due to the volume of hardwood cull that is present. Thirty two percent of the trees in area 3 are considered to be cull and have a diameter that is 5 inches or larger. Most of this cull consists of gray birch or multi-stemmed red maples. Area 3 is adequately stocked for a mixed hard and softwood stand with a basal area of 92 square feet and 192 trees per acre. The basal area of acceptable growing stock is 63 square feet per acre. The mean stand diameter is 10 inches.

Area 3 has been recently thinned and requires no immediate attention. It should be evaluated in 2019 to determine health and stocking. This evaluation will also determine the timing of the area's next individual tree selection thinning. This thinning is tentatively set to occur between 2019 and 2024. It will involve the removal of a portion of the large softwoods and merchantable hardwood cull that are present. This activity will slowly increase the hardwood component of the area. The residual basal area will be determined during the 2019 evaluation. The long-term objective for area 3 is to produce logs, while promoting the growth of desirable hardwoods. It is under uneven aged management with a 15-year cutting cycle. The desired diameter for spruce is 12 to 14 inches. The desired diameter for most hardwoods is 18 inches. The target Q factor is 1.5. (Eventually 55% of the trees in area 3 will have a diameter that is 12 inches or larger.)

Area 4 is 38.5 acres of mixed softwoods. The dominant species is red spruce and balsam fir. Other species present are hemlock, yellow birch, and red maple. It is located on level to slightly sloped terrain. The dominant soil type is the Peru very stony fine sandy loam. This soil type is composed of a mixture of sand, loam, and stones. This soil type includes a layer of hardpan that is typically located between 12 and 24 inches from the soil's surface. This hardpan layer slows the drainage of this soil. This makes the soil susceptible to erosion during rains. For this reason, proper erosion controls should be used during logging operations. The hardpan also creates a seasonally high water table that lasts from the fall into the spring. This layer of hardpan and the high water table can limit the development of roots. This makes wind an important health factor for trees

located on this soil type. The site index is 45 for spruce. Area 4 underwent a shelterwood cut in the early 1990's. (A shelterwood cut is done to release established regeneration or to create space on the forest floor for new regeneration.) This consisted of a removal of pockets of larger softwood. Area 4 underwent a second shelterwood cut in 2005. The second cut also involved the removal of small groups of larger softwoods. The understory currently shows the results of both of these activities. It now contains a dense mixture of young spruce, fir, and hemlock that have diameters that are between 1 and 4 inches. There are also numerous small openings that contain a mixture of spruce, fir, and raspberry bushes that are 5 feet high. There are additionally a few openings that contain yellow birch, gray birch, and cherry stems that are between 5 and 20 feet high. Area 4 is still considered to be an even aged stand, despite the recent logging. However, the recent cut has encouraged the growth of younger trees that will make the area a three-aged stand in the future. The tree health is good. There are no insect problems. The only disease concern on area 4 is ring shake, which is only present on a small portion of the area's hemlock. There has been some wind damage that has occurred on the area since the 2004 shelterwood cut. This damage is not considered to be significant at the present time. The quality of saw timber is good with only a small amount of cull. Only fourteen percent of the trees in the area are considered to be cull and have a diameter that is 5 inches or larger. Most of this cull consists of hemlocks that have ring shake or poorly formed hardwoods. Area 4 is under stocked for a softwood stand with a basal area of 83 square feet and 218 trees per acre. The basal area of acceptable growing stock is 72 square feet per acre. The mean stand diameter is 8 inches.

Area 4 is under stocked and requires no immediate logging activity. It currently contains a dense, desirable understory that will increase the area's stocking over time. It should be evaluated in 2019 to determine health and stocking. This evaluation will also determine the next prescription, which will likely be an overstory removal cut. This cut will remove a majority of the area's larger softwoods. The purpose of this cut will be to improve the growth of the area's younger stems by reducing competition. The residual basal area will be determined during the 2019 evaluation. The long-term objective for area 4 is to produce logs, while encouraging softwood growth and regeneration. It is under even aged management with an 80-year rotation age.

Area 5 is 34.7 acres of mixed hard and softwoods. The dominant species is hemlock and sugar maple. Other species present are spruce, yellow birch, black cherry, aspen, red maple, ash, and basswood. It is located on slightly to moderately sloped terrain. The dominant soil types are the Peru very stony fine sandy loam and the Berkshire-Tunbridge fine sandy loam, rocky soil types. (For information on the Peru soil type, please see the description in area 4. For information on the Berkshire-Tunbridge soil type, please see the description in area 3. The site index for area 5 is 55 for yellow birch, 62 for ash, 45 to 50 for spruce, and 52 to 57 for sugar maple. Area 5 is old pasture that has reverted to a mixture of hard and softwoods. It has seen a minimal amount of thinning activity over the past forty years. For this reason, it is considered to be an even aged stand. The understory contains a variety of hard and softwoods. Some regions contain a dense mixture of yellow birch and red maples that are 1 to 2 inches in diameter. Other regions contain a mixture of hemlock and spruce that are 1 to 4 inches in diameter. The tree health is good with only a small number of blown over trees or hemlocks that have ring shake. The quality of saw timber is good with only a small amount of cull.

Twenty nine percent of the trees in area 5 are considered to be cull and have a diameter that is 5 inches or larger. Most of this cull consists of aspen, poorly formed red maples, or hemlocks that have ring shake. Area 5 is adequately stocked for a mixed stand of hard and softwoods with a basal area of 114 square feet and 201 trees per acre. The basal area of acceptable growing stock is 81 square feet per acre. The mean stand diameter is 10 inches.

Area 5 should undergo an individual tree selection thinning in 2012. (The Use Value program allows for a three-year window on either side of a prescription date. For this reason, the thinning in area 5 should occur between 2009 and 2015.) This thinning will remove a portion of the aspen, mature hemlock, and cull hemlocks that are present. The purpose of this thinning is to remove low valued trees and stems that had an increased risk of mortality. This will also improve the growth on the remaining stems in the overstory by reducing competition. The thinning will additionally release a portion of the established stems located in the understory. This will allow some of the stems to develop into young poles. The thinning will create additional openings that will regenerate in a mixture of young hard and softwoods. This will help break up the age structure of the stand. The residual basal area should be no lower than 90 square feet per acre. The long-term objective for area 5 is to produce saw logs and possibly sap, while also encouraging the growth of hard and softwoods. It is under uneven aged management with a 15-year cutting cycle. The desired diameter is 18 inches for most hardwoods and 18 inches for hemlock. The target Q factor will be 1.5. (Eventually 55% of the trees in area 5 will have a diameter that is 10 inches or larger.)

Area 6 is 14.2 acres of mixed hard and softwoods. The dominant species is spruce. Other species present are hemlock, red maple, and white pine. It is located on level terrain. The dominant soil types are the Fragiaquepts and Haplaquept soil type and the Tunbridge-Lyman fine sandy loam, rocky soil type. (For information on the Fragiaquept and Haplaquept soil type, please see the description in area 2. For information on the Tunbridge-Lyman soil type, please see the description in area 1.) The site index for area 6 is 40 for spruce and 60 for balsam fir. Area 6 underwent a shelterwood cut between 2004 and 2005. This cut removed a majority of the larger softwoods that were present. It is now considered to be an even aged stand. The understory contains a variety of regeneration. Some regions contain a mixture of spruce and fir stems that have diameters that are 2 inches. Other regions of the understory contain smaller spruce and firs that are only 5 feet high. There are also many pockets of dense raspberry bushes scattered throughout the area. The tree health is good with no significant amounts of wind damage, disease, or insect concerns. The quality of saw timber is good with only a small amount of cull. Only twelve percent of the trees in area 6 are considered to be cull and have a diameter that is 5 inches or larger. Most of this cull are poorly formed hardwoods. Area 6 is under stocked for a mixed stand of hard and softwoods with a basal area of 82 square feet and 204 trees per acre. The basal area of acceptable growing stock is 72 square feet per acre. The mean stand diameter is 8 inches.

Area 6 is under stocked and requires no activity. It should undergo an evaluation in 2019 to determine stocking and health. This evaluation will also determine future prescriptions on the area. The long-term objective is to encourage the growth and regeneration of softwoods. It is under even aged management with an 80-year rotation age.

Area 7 is 50.1 acres of agricultural land. This land is used to produce hay, vegetables, and for providing pasture. The owner should continue with her present field management practices on this land over the next ten years. The long-term objective for area 7 is to keep it in agricultural use for as long as possible.

Area 8 is 35.9 acres of mixed hardwoods. The dominant species is sugar maple. Other species present are yellow birch, red maple, ash, white birch, and hemlock. It is located on level to slightly sloped terrain. The dominant soil types are the Peru very stony fine sandy loam and the Lyman-Tunbridge fine sandy loam, very rocky. (For information on the Peru soil type, please see the description in area 4.) The Lyman-Tunbridge fine sandy loam is composed of sand and loam. The depth of this soil is variable. Bedrock can be located between 8 to 26 inches from the soil's surface. These soils drain quickly due to their sandy composition. This can cause stress on trees located on this soil type during times of droughts. The shallow depth also can limit root development. This makes wind an important health concern for trees located on this soil type. The site index is 50 to 57 for sugar maple. Area 1 underwent an individual tree selection thinning in 2005. This thinning removed a number of the large maples and cull beech that were present. Area 8 is still considered to be an even aged stand, despite the recent thinning activity. This thinning created some decent sized openings that are regenerating in dense raspberry bushes. The understory contains predominately beech with some scattered ironwood. These stems have diameters that are between 1 and 4 inches. The tree health is fair due to presence of recent wind damage, crown dieback, and recent mortality. Some of the dieback and mortality is due to the age of the maples that are present. Some of the poor health is likely due to the previous thinning. This thinning dramatically released some individual stems. This caused an increase in soil temperatures, which damaged some of the roots. This root damage is the probable cause of this dieback. A portion of the trees with dieback will likely die over the next few years. The quality of saw timber is good with only a small amount of cull. Only nine percent of the trees in area 8 are considered to be cull and have a diameter that is 5 inches or larger. Most of this cull consists of large diameter maples that contain rot in their stem or poorly formed beech. Area 8 is adequately stocked for a hardwood stand with a basal area of 81 square feet and 138 trees per acre. The basal area of acceptable growing stock is 74 square feet per acre. The mean stand diameter is 11 inches.

Area 8 was recently thinned and requires no immediate activity. It should undergo an evaluation in 2019 to determine health and stocking. This evaluation will also determine future prescriptions. The long-term objective for area 8 is to promote hardwood growth. It is also a location for Jeanette to expand her sugaring operation in the future. It is currently under uneven aged management with a 15-year cutting cycle. The desired diameter is 18 inches for most hardwoods. The target Q factor will be 1.5. (Eventually, 55% of the trees in the area will have a diameter that is 10 inches or larger.

VT Dept. of Forests, Parks & Recreation - USE VAILLE APPRAISAL FOREST MANAGEMENT PLAN - Page 1 of 2 FORM 2

Applicant Name:
Jeanette Lepine

Address: 4693 Mud City Loop
Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town: Morrisville

Grand List Description: 264.2 acre farm

Stand No.	Acres	Site Class	Access Distance
1	18.7	1	<1 mile

Stand Description

EVEN-AGE X

Or

UNEVEN-AGE

Forest Type: hardwood

Stocking Level: adequate

Quadratic MSD 11

Total BA 80 AGS BA 56

Long Range Objective

EVEN-AGE Management

Present Stand Age:

Rotation Age:

Scheduled Treatment

(Type and Year):

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10" AGS UGS Cull

BA 12-14" AGS UGS Cull

BA 16"+ AGS UGS Cull

Q Factor: Present Future

UNEVEN-AGE Management

Species Objectives: hardwood

Cutting Cycle: 15

Residual BA: 70

Diameter Objectives: 18 for hdwd.

Scheduled Treatment

(Type and Year): Area requires no activity.

Description of Stand Conditions: The understory contains a mixture of hardwoods of various sizes.

Forest Health Conditions:
Area contains a number of trees, whose stems were damaged during the previous thinning.

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled 5 Sampling Date(s): 12/1/2009

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town:

Morrisville

Grand List Description: 264.2 acre farm

Stand No.	Acres	Site Class	Access Distance
2	35.3	III	<1 mile

Stand History:

Area is a sugarbush that is actively used. It has also seen periodic thinning over the past forty years.

Stand Description

EVEN-AGE

Or

UNEVEN-AGE X

Forest Type: Sugar mapleStocking Level: adequateQuadratic MSD 11Total BA 93 AGS BA 82Long Range Objective

EVEN-AGE Management

Present Stand Age:

Rotation Age:

Scheduled Treatment

(Type and Year):

Forest Health Conditions:

Area has a small amount of crown dieback.

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10"34 AGS 32 UGS 2 Cull 2BA 12-14"20AGS 20 UGS 2 Cull 2BA 16"+39AGS 30UGS 2 Cull 2Q Factor: Present 1.5 Future 15

UNEVEN-AGE Management

Species Objectives: hardwood

Cutting Cycle: 15

Residual BA: 80

Diameter Objectives: 24 for hdwd.

Scheduled Treatment

(Type and Year): Area requires no activity.

Description of Stand Conditions: The understory contains a mixture of hardwoods of various sizes.

Stand Cruise Data: Prism Factor/Plot size 10 BAF 2 No. of Points/Plots Sampled 12 Sampling Date(s): 12/1/2009

VT Dept. of Forests, Parks & Recreation - USE VAULT APPRAISAL FOREST MANAGEMENT PLAN - Page 1 of 2 FORM 2

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town:

Morrisville

Grand List Description: 264.2 acre farm

Stand No.

Acres

Site Class

Access Distance

3

30.8

I, II

<1 mile

Stand History:

Area is old pasture that reverted into a mixture of hard and softwood. It underwent an individual tree selection thinning between 2004 and 2005.

Stand Description

EVEN-AGE X

Or

UNEVEN-AGE

Forest Type: hd. and sft.

Stocking Level: adequate

Quadratic MSD 10

Total BA 92 AGS BA 63

Long Range Objective

EVEN-AGE Management

Present Stand Age:

Rotation Age:

Scheduled Treatment

(Type and Year):

Forest Health Conditions:

Area has some wind damage and some mortality due to the recent logging activity.

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10" AGS UGS Cull

BA 12-14" AGS UGS Cull

BA 16"+ AGS UGS Cull

Q Factor: Present Future 15

UNEVEN-AGE Management

Species Objectives: hd and sft

Cutting Cycle: 15

Residual BA: 80

Diameter Objectives: 18 for hdwd.

Scheduled Treatment

(Type and Year): Area requires no activity.

Description of Stand Conditions: The understory contains a mixture of hardwoods of various sizes.

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled 10 Sampling Date(s): 12/1/2009

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town:

Morrisville

Grand List Description: 264.2 acre farm

Stand Description

Stand No.	Acres	Site Class	Access Distance
4	38.5	I	<1 mile

EVEN-AGE X

Or

UNEVEN-AGE _____

Stand History:
Area underwent its first shelterwood cut in the 1990s. It underwent a second one in 2005.

Forest Type: spruce-firStocking Level: adequateQuadratic MSD 8Total BA 83 AGS BA 72Long Range Objective

Promote sft.wds.

EVEN-AGE Management

Present Stand Age: 60

Rotation Age: 80

Scheduled Treatment

(Type and Year): Area requires no immediate activity.

Forest Health Conditions:
Area has some wind damage.

UNEVEN-AGE MANAGEMENT
(Complete diameter distribution table and/or Q information)

BA 6-10" AGS UGS Cull BA 12-14" AGS UGS Cull BA 16"+ AGS UGS Cull Q Factor: Present Future

UNEVEN-AGE Management
Species Objectives:

Cutting Cycle:

Residual BA:

Diameter Objectives:

Scheduled Treatment

(Type and Year):

Description of Stand Conditions: The understory contains a mixture of spruce of various sizes.

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled 13 Sampling Date(s): 12/1/2009

VT Dept. of Forests, Parks & Recreation - USE VALITE APPRAISAL FOREST MANAGEMENT PLAN - Page 1 of 2 FORM 2

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661

Applicant Phone: 888-4076

Applicant e-mail:

Town:

Grand List Description:

Stand No.

Acres

Site Class

Access Distance

5

34.7

1

<1 mile

Stand History:

Area is old pasture that has seen little thinning activity.

Stand Description

EVEN-AGE X

Or

UNEVEN-AGE

Forest Type: hemlock-hd

Stocking Level: adequate

Quadratic MSD 10

Total BA 114 AGS BA 81

Long Range Objective

EVEN-AGE Management

Present Stand Age:

Rotation Age:

Scheduled Treatment

(Type and Year):

Forest Health Conditions:

Area has some wind damage and some ring shake.

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10" AGS UGS Cull

BA 12-14" AGS UGS Cull

BA 16"+ AGS UGS Cull

Q Factor: Present Future 15

UNEVEN-AGE Management

Species Objectives: hd and sft

Cutting Cycle: 15

Residual BA: 90

Diameter Objectives: 18 for hdwd.

Scheduled Treatment

(Type and Year): Area should undergo an individual tree selection in 2012.

Description of Stand Conditions: The understory contains a mixture of hard and softwood of various sizes.

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled 9 Sampling Date(s): 12/1/2009

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town: Morrisville

Grand List Description: 264.2 acre farm

Stand No.	Acres	Site Class	Access Distance
6	14.2	1, II	<1 mile

Stand Description

EVEN-AGE X

Or

UNEVEN-AGE _____

Forest Type: hd. and sftStocking Level: underQuadratic MSD 8Total BA 82 AGS BA 72

Long Range Objective

Promote sftwds

EVEN-AGE Management

Present Stand Age: 60

Rotation Age: 80

Scheduled Treatment

(Type and Year): Area requires no immediate activity.

Forest Health Conditions:

Area has some ring shake.

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10" _____ AGS _____ UGS _____ Cull _____

BA 12-14" _____ AGS _____ UGS _____ Cull _____

BA 16"+ _____ AGS _____ UGS _____ Cull _____

Q Factor: Present _____ Future _____

UNEVEN-AGE Management

Species Objectives:

Cutting Cycle:

Residual BA:

Diameter Objectives:

Scheduled Treatment

(Type and Year):

Description of Stand Conditions: The understory contains a mixture of young softwoods.

Stand Cruise Data: Prism Factor/Plot size 10 BAF _____ No. of Points/Plots Sampled 5 _____ Sampling Date(s): 12/1/2009

VT Dept. of Forests, Parks & Recreation - USE VAILITE APPRAISAL FOREST MANAGEMENT PLAN - Page 1 of 2 FORM 2

Applicant Name:

Jeanette Lepine

Address: 4693 Mud City Loop

Morrisville, Vermont 05661

Applicant Phone: 888-4076

Applicant e-mail:

Town:

Grand List Description:

Stand No.

7

Acres

50.1

Site Class

I,II

Access Distance

<1 mile

Stand History:

Area is agricultural land that is used for hay and crop production

Stand Description

EVEN-AGE

Or UNEVEN-AGE

Forest Type: ag land

Stocking Level: _____

Quadratic MSD _____

Total BA _____ AGS BA _____

Long Range Objective

EVEN-AGE Management

Present Stand Age:

Rotation Age:

Scheduled Treatment

(Type and Year): Owners should continue with their present field management practices.

Forest Health Conditions:

UNEVEN-AGE MANAGEMENT
(Complete diameter distribution table and/or Q information)

BA 6-10" _____ AGS _____ UGS _____ Cull _____

BA 12-14" _____ AGS _____ UGS _____ Cull _____

BA 16"+ _____ AGS _____ UGS _____ Cull _____

Q Factor: Present _____ Future _____

UNEVEN-AGE Management
Species Objectives:
Cutting Cycle:
Residual BA:
Diameter Objectives:

Scheduled Treatment
(Type and Year):

Description of Stand Conditions:

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled _____ Sampling Date(s): 12/1/2009

VT Dept. of Forests, Parks & Recreation - USE VAILLE APPRAISAL FOREST MANAGEMENT PLAN - Page 1 of 2 FORM 2

Applicant Name:
Jeanette Lepine

Address: 4693 Mud City Loop
Morrisville, Vermont 05661 Applicant Phone: 888-4076

Applicant e-mail:

Town:

Morrisville

Grand List Description: 264.2 acre farm

Stand No.	Acres	Site Class	Access Distance
8	35.9	I,II	<1 mile

Stand History:

Area underwent an individual tree selection thinning between 2004 and 2005.

Stand Description

EVEN-AGE X

Or

UNEVEN-AGE

Forest Type: hardwood

Stocking Level: adequate

Quadratic MSD 11

Total BA 81 AGS BA 74

Long Range Objective

EVEN-AGE Management
Present Stand Age:
Rotation Age:

Scheduled Treatment

(Type and Year):

Forest Health Conditions:

Area contains some wind damage and some mortality that was caused by the recent logging.

UNEVEN-AGE MANAGEMENT

(Complete diameter distribution table and/or Q information)

BA 6-10" AGS UGS Cull

BA 12-14" AGS UGS Cull

BA 16"+ AGS UGS Cull

Q Factor: Present Future 15

UNEVEN-AGE Management

Species Objectives: hardwood
Cutting Cycle: 15
Residual BA: 70
Diameter Objectives: 18 for
hdwd.

Scheduled Treatment

(Type and Year): Area requires no activity at the present time.

Description of Stand Conditions: The understory contains a mixture of dense raspberry bushes and young hdwds.

Stand Cruise Data: Prism Factor/Plot size 10 BAF No. of Points/Plots Sampled 8 Sampling Date(s): 12/1/2009

<u>Area</u>	<u>Year</u>	<u>Management Practice Prescribed in order of priority</u>
2	2009-2019	Owner should continue with her present sugarbush management practices. This will consist of a salvage of dead or dying maple. It also may consist of some light crop tree release activity. The residual basal area should be no lower than 80 square feet per acre.
7	2009-2019	Owner should continue with her present field management practices.
All	2009-2012	Owner should flag and paint the boundary lines before the painted blazes and old barbed wire start to significantly deteriorate or fade. This will help protect the integrity of the boundary and should avoid potential timber trespasses.
All	2009-2012	Owners should submit a forest management activities report, if significant commercial thinning activity has occurred. This report documents the area thinned and what was removed during the previous calendar year. This report must be filed with the county forester prior to February 1.
5	2012	Owner should conduct a light individual tree selection thinning that will remove mature and cull hemlock. The residual basal area should be no lower than 90 square feet per acre.
1	2019	Area should be evaluated to determine health and stocking. The evaluation will also determine the timing of the area's next individual tree selection thinning. This thinning is tentatively set to occur between 2019 and 2024. It will consist of a removal of hardwood cull.
3	2019	Area should be evaluated to determine health and stocking. The evaluation will also determine the timing of the area's next individual tree selection thinning. This thinning is tentatively set to occur between 2019 and 2024. It will consist of a removal of large softwoods and cull hardwoods.
4	2019	Area should be evaluated to determine health and stocking. This evaluation will also determine future prescriptions.
6	2019	Area should be evaluated to determine health and stocking. This evaluation will also determine future prescriptions.
8	2019	Area should be evaluated to determine health and stocking. This evaluation will also determine future prescriptions.
All	2019	Re-evaluate all areas and update forest management plan.

UVA Management Plan Summary Sheet

New Enrollment				Ten Year Update				X		Amendment				Change of Ownership			
Parcel ID	4	2	4		-	1	2	9		-	1	1	3	9	2	Town	Morrisville
Management Plan Prepared by: Fran Sladyk Butternut Mtn. Farm 37 Industrial Park Drive Morrisville, Vermont 05661																	
Year of Entry: 1989				Previous Owner:													
Date of Last Plan: 1999				Date Withdrawn:				Date of Last Inspection:				Ortho Photo Number(s): 136228 and 140228				Ortho Year	
Landowner Name(s): Jeanette Lepine										Mailing Address: 4693 Mud City Loop Road Morrisville, Vermont 05661							
Total Acres	Forest	For >1 Mi	Non-Prod F	NP F > 1 mi	Agriculture	NonProd Ag	Total UVA	Excluded	Dwellings								
264.2	208.1				50.1		258.2	6.0	3								
Stand Data																	
Stand/ Area #	Acres	Age Class	Site Class	Stand Type	MSD	Total BA	AGS BA	Mgt Activities	Scheduled Dates								
1	18.7	even	I	6	11	80	56	12									
2	35.3	uneven	I,II	5	11	93	82	10	2014								
3	30.8	even	I,II	11	10	92	63	12									
4	38.5	even	I	9	8	83	72	12									
5	34.7	even	I	11	10	114	81	7	2012								
6	14.2	even	I,II	11	8	82	72	12									
8	35.9	even	I,II	6	11	81	74	12									
If Mgt Activity is shown as 12, No Activity, explain why here. Remember to identify the stand/area: Areas 1,3,4,6, and 8 were recently thinned																	
If Mgt Activity is shown as 13, Other, explain what the prescription is and why. Remember to identify the Stand/Area.																	
If the Timber Type is shown as 12, other, please describe it here. Remember to identify the stand/area.																	
Please use the space below to briefly describe any open, agriculture or non-productive acres Area 7 is 50.1 acres of open land.																	

Landowner or POA and date

Consulting Forester and date

County Forester and date

Definitions and directions:

Acres - round off to the nearest acre

Age Class

Evenaged - stands with two or less size and/or age classes

Unevenaged - stands with three or more size and/or age classes

Site Class - predominant site class as defined by UVA standards

MSD - Mean Stand Diameter (Stems over 4.9" DBH)

Total BA - Basal Area to the nearest inch (stems over 4.9" DBH)

AGS BA - (Acceptable Growing Stock Basal Area) to nearest inch trees capable of producing #2 sawlog or better over 4.9" DBH (USDA Forest Service standards)

Timber Types

Code #

Aspen and/or White Birch	01
White Pine, Red Oak	02
White Pine	03
Hemlock	04
Sugar Maple	05
Beech, Yellow Birch, Sugar Maple	06
Beech, Red Maple	07
Spruce	08
Spruce/Fir	09
Pioneer Species	10
Mixed Wood (25% - 65% softwood)	11
Other (identify on front of sheet in designated area)	12

Management Activity Codes (if one of the following choices reasonably describes the planned management activity, use it. If not use #13 (other) and describe the management activity where indicated on the front of this sheet.

Evenaged Management (Two or less distinct size/age classes)

- 01 **Precommercial Thinning:** Thinning in sapling and young pole stands leaving at least three hundred and fifty (350) stems of acceptable growing stock per acre.
- 02 **Intermediate Thinning:** Reduce stocking to B level, or remove up to 33% of BA in densely overstocked stands.
- 03 **Shelterwood Cut:** Stand BA reduced to between 30 and 70 sq ft for hardwoods, 100 to 120 sq ft for softwoods
- 04 **Overstory Removal Cut:** Removing overstory after a new featured stand has been established. This applies to two-aged as well as recently regenerated stands. After harvest, residual stand should have a minimum of sixty (60) sq ft of AGS or 350 stems/acre for stands with less than six (6) inches MSD.
- 05 **Clearcut:** Stand BA is reduced below thirty (30) sq ft
- 06 **Progressive Clearcutting:** removing a portion of a stand in strips or patches, to be followed by similar treatments at predetermined dates until entire area has been clearcut. If you choose this option, indicate the total time period from first to last cut (ie 30 years) on the front of this form.

Unevenaged Management (Three or more distinct age/size classes)(Note: ratio of AGS to UGS shall be maintained or improved through any management activities

- 07 **Individual tree selection:** Harvest or improvement cutting that maintains a fairly uniform and continuous crown cover appropriate for regenerating tolerant species.
- 08 **Group Selection:** Harvest of groups of trees roughly 1/20 to 2 acres in size. Appropriate for regeneration of species of tolerance groups.

Miscellaneous Choices

- 09 **Salvage Cut:** Removing a portion of a stand because of damage or disease. Residual stand may not fit standards in guides
- 10 **Sugarbush Thinning:** Cut with sole objective of establishing or improving a sugarbush. Cut should follow sugarbush guides
- 11 **Species Conversion:** Cut done to favor certain species. Treatment should not try to favor species that are off site.
- 12 **No Activity:** Explain on front of sheet.
- 13 **Other:** In cases where none of the above choices come reasonably close to describing the management activity, put in your own description on the front of this sheet. These descriptions must be clear, understandable, and silviculturally sound.
- 14. **Crop tree release-release of timber crop trees on at least two sides. For Additional information refer to "Crop Tree Management in Eastern Hardwoods.**



07060

849 Walton Rd.

Section 4

SKETCH/AREA TABLE ADDENDUM

001

Address MUD CITY / WALTON ROAD / CALL ROAD

MORRISTOWN

State VT

Zip 05661

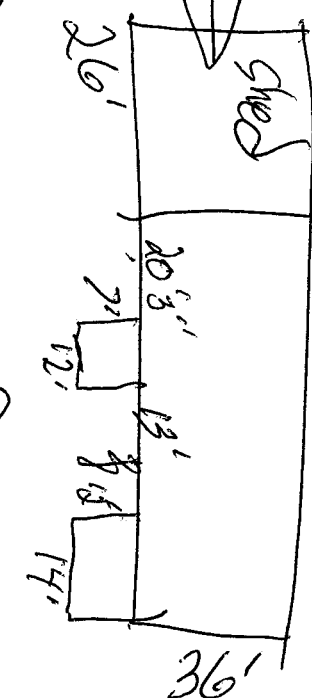
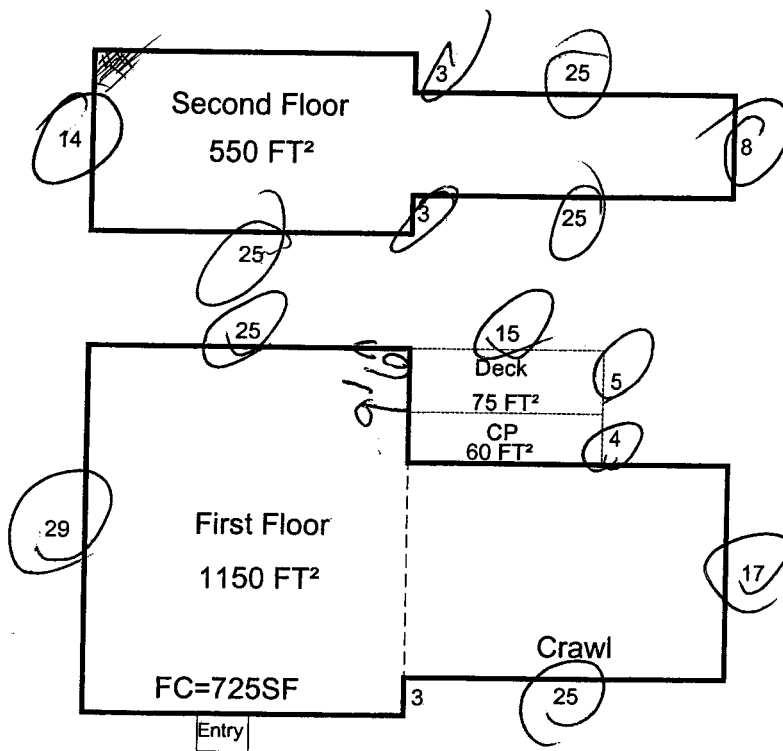
Ant

Appraiser Name

Part for Storage

IMPROVEMENTS SKETCH

Pole
14'
Open Front
Arbor
8 1/2'



849 Walton Road

Scale: 1" = 15'

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
P/P	Porch	1.00	75.00	40.0	
	Porch	1.00	60.00	38.0	135.00

AREA BREAKDOWN

Breakdown Subtotals

LY
018
991
96

AREA CALCULATIONS

(PTR) Return No. 2019-14
32 V.S.A. Chap 231

GRANT OF CONSERVATION BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Simone Lepine, Administrator of THE ESTATE OF JEANNETTE L. LEPINE, as authorized by the Vermont Superior Court, Lamoille Unit - Probate Division, pursuant to a "License to Sell Real Estate" dated December 18, 2018, and to be recorded herewith in the Morristown Land Records, on behalf of herself and her successors, and assigns (hereinafter "Grantor"), pursuant to the authority granted in Title 10 V.S.A. Chapter 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to her full satisfaction by VERMONT LAND TRUST, INC., a Vermont non-profit corporation with its principal offices in Montpelier, Washington County, Vermont, does hereby freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC. and its successors and assigns (hereinafter "Grantee") forever, a perpetual and assignable conservation buffer easement and restrictions and right of access (all as more particularly set forth below), said easement and restrictions pertaining to a portion only of a certain parcel of land located in the Town of Morristown, Lamoille County, Vermont, and being more particularly described in Schedule A attached hereto and incorporated herein ("the Property"). That portion of the Property to which this conservation buffer easement pertains is more particularly described as follows (hereinafter "Buffer Area"):

The Buffer Area shall consist of all lands and premises lying within fifty feet of Kenfield Brook and Beaver Meadow Brook, as well as the south-flowing tributary of Kenfield Brook lying south of Mud City Rd. and east of Call Rd., measured from the top of both banks of said brooks as they may move on and over the Property from time-to-time, and including any land located between the top of said banks and the low-water mark of said brooks. The general location of the Buffer Area as of the date of this Grant is depicted on a plan entitled "Vermont Land Trust - Lepine, J Farm Buffer, January, 2019" signed by the Grantor and Grantee and maintained in the permanent records of the Grantee (hereinafter "the Lepine, J Farm Buffer Plan").

The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor 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.

I. Purposes of the Grant.

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

1) Buffering the 8,700 feet of Kenfield Brook, a high-energy stream arising on the slopes of the Caper Hill ridge to the northwest of the property; a tributary of Kenfield Brook; and Beaver Meadow Brook, which has its headwaters on the slopes of Sterling Mountain and joins with Kenfield Brook just inside the western boundary of the Property. Kenfield Brook is a dynamic stream with small floodplains, including patches of floodplain forest, and areas of sand or gravel bars opposite eroding banks. In one area the brook flows through a narrow gorge flanked by steep hemlock-covered slopes. Several additional small streams begin on the property and enter Kenfield Brook after flowing through woods or agricultural fields.

2) The principal goal for management within the Buffer Area is the establishment and

future. The uses permitted in the Buffer Area under this instrument shall be exercised to accomplish this principal objective. In approving or disapproving of any activity or use allowable herein, the Grantee may rely upon the advice and recommendations of the Vermont Department of Fish and Wildlife or such other professionals as the Grantee may select to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Buffer Area.

II. Restrictions in Buffer Area.

The restrictions applicable to the Buffer Area shall be determined pursuant to Section II(1) below, unless Grantor executes a Buffer Management Plan approved by Grantee pursuant to Section II(2).

1. Default Buffer Restrictions.

Any management or use of the Buffer Area shall be conducted in a manner designed to protect soil integrity and minimize erosion, shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal stated in Section I(2), above. Without limiting the foregoing, any forest management activities within the Buffer Area (including without limitation the installation of new roads and trails) shall require Grantee's prior approval.

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

2. Buffer Management Plan Option

Notwithstanding the foregoing, Grantor may develop and submit to Grantee for its approval, in Grantee's sole discretion, a Buffer Management Plan for the Buffer Area (together with any amendments, updates or changes thereto herein referred to as "the Buffer Plan"). Grantor shall update the Buffer Plan in the event there is a change in the condition of the Buffer Area that impacts the ability of the Buffer Area to accomplish the goal stated in Section I(2) above. All updates, amendments or other changes to the Buffer Plan shall be submitted to Grantee for its approval prior to any change in activity within the Buffer Area. The Buffer Plan shall be consistent with the Purposes of this Grant and goals and restrictions set forth in Section I.

In the event that there is a conflict between the provisions of an approved Buffer Plan and Section II(1) above, the provisions of such Buffer Plan shall control; provided however, that upon the expiration or termination of the Buffer Plan, the requirements of Section II(1) shall control. In the event of Grantor's non-compliance with the approved Buffer Plan, Grantee may require, in its sole discretion, compliance with the approved Buffer Plan, an amendment to the Buffer Plan, reversion to the requirements of Section I(1) and/or any other measure that Grantee deems appropriate under the circumstances.

III. Access to the Buffer Area.

Grantee and its designees shall have the right of ingress and egress at reasonable times on and over the Property to the Buffer Area to administer, manage, and enforce the provisions of this Grant.

compliance with the terms, conditions and limitations of this Grant. In the event Grantee identifies a material violation of this easement, it shall provide prompt written notice of the violation to Grantor, including a request for specific corrective action. Reasonable steps shall be taken to investigate and correct the violation within two weeks of receipt of notice.

The following matters shall be resolved by binding arbitration:

- a) A dispute concerning a material violation of this Grant which continues after a request for corrective action has been provided. The arbitrator's authority shall include the right to determine whether a violation of the easement by either Grantor or Grantee has or continues to occur, and what corrective action is appropriate.
- b) A dispute concerning whether a Buffer Plan is consistent with the Purposes of this Grant.
- c) A dispute concerning any conflicts between management of the Buffer Area and Grantor's use of the Property for productive, agricultural purposes, and any dispute concerning whether Grantee has failed to take reasonable steps, consistent with the Purposes of this Grant, to address any such conflicts.

The arbitrator shall be selected by the parties or by the American Arbitration Association if the parties cannot agree on an arbitrator. The costs of arbitration shall be shared equally by the parties, unless otherwise determined by the arbitrator due to one party being unreasonable or otherwise dilatory. The decision of the arbitrator shall be binding on the parties. The parties shall select an arbitrator within two weeks of the submission of an issue to arbitration, and every reasonable effort shall be made to complete arbitration of any dispute within thirty (30) days of the selection of an arbitrator.

VI. Miscellaneous Provisions.

The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in Title 10 V.S.A. Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purposes of the Grant.

In the event the Grant conveyed to the Grantee herein is 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.

In any deed conveying an interest in all or part of the Buffer Area, Grantor shall make reference to this Grant and shall indicate that said Grant is binding upon all successors in interest in the Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

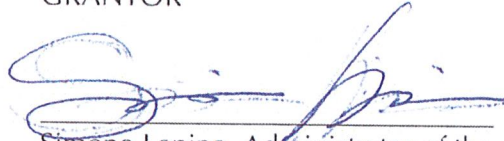
The term "Grantor" shall include the successors and assigns of the original Grantor, Simone Lepine, Administrator of the Estate of Jeannette L. Lepine. The term "Grantee" shall include the successors and assigns of the original Grantee Vermont Land Trust, Inc.

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

TO HAVE AND TO HOLD said restrictions and right of access, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT LAND TRUST, INC. and its successors and assigns.

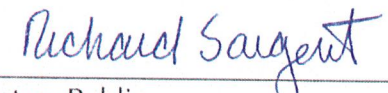
IN WITNESS WHEREOF, they set their hands and seals this 25th day of January, 2019.

GRANTOR


Simone Lepine, Administrator of the
Estate of Jeannette L. Lepine

STATE OF VERMONT
CALEDONIA COUNTY, ss.

At St. Johnsbury, this 25th day of January, 2019, Simone Lepine, Administrator of the Estate of Jeannette L. Lepine, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Estate of Jeannette L. Lepine, before me.


Notary Public
My commission expires: 2/10/19

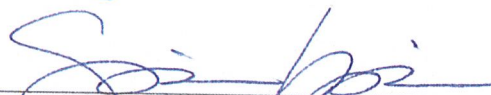
ACKNOWLEDGEMENT OF ARBITRATION

We understand that Section V of this instrument contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement set forth in Section V, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator. We understand that the arbitration provisions of this instrument are limited exclusively to matters set forth in said Section V.

Vermont Land Trust, Inc.

By: 
Its Duly Authorized Agent

Dated: 1/25/2019


Simone Lepine, Administrator of the Estate of
Jeannette L. Lepine

Dated: 1/25/2019

SCHEDULE A DESCRIPTION OF THE PROPERTY

Being a portion of the lands and premises described as the "Protected Property" in a Grant of Development Rights and Conservation Restrictions conveyed by Jeannette L. Lepine to the Grantee, dated May 24, 2000, and recorded in Book 118, Page 293 of the Town of Morristown

GRANT OF CONSERVATION BUFFER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Simone Lepine, Administrator of THE ESTATE OF JEANNETTE L. LEPINE, as authorized by the Vermont Superior Court, Lamoille Unit - Probate Division, pursuant to a "License to Sell Real Estate" dated December 18, 2018, and to be recorded herewith in the Morristown Land Records, on behalf of herself and her successors, and assigns (hereinafter "Grantor"), pursuant to the authority granted in Title 10 V.S.A. Chapter 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to her full satisfaction by VERMONT LAND TRUST, INC., a Vermont non-profit corporation with its principal offices in Montpelier, Washington County, Vermont, does hereby freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC. and its successors and assigns (hereinafter "Grantee") forever, a perpetual and assignable conservation buffer easement and restrictions and right of access (all as more particularly set forth below), said easement and restrictions pertaining to a portion only of a certain parcel of land located in the Town of Morristown, Lamoille County, Vermont, and being more particularly described in Schedule A attached hereto and incorporated herein ("the Property"). That portion of the Property to which this conservation buffer easement pertains is more particularly described as follows (hereinafter "Buffer Area"):

The Buffer Area shall consist of all lands and premises lying within fifty feet of Kenfield Brook and Beaver Meadow Brook, as well as the south-flowing tributary of Kenfield Brook lying south of Mud City Rd. and east of Call Rd., measured from the top of both banks of said brooks as they may move on and over the Property from time-to-time, and including any land located between the top of said banks and the low-water mark of said brooks. The general location of the Buffer Area as of the date of this Grant is depicted on a plan entitled "Vermont Land Trust - Lepine, J Farm Buffer, January, 2019" signed by the Grantor and Grantee and maintained in the permanent records of the Grantee (hereinafter "the Lepine, J Farm Buffer Plan").

The conservation buffer easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantor 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.

I. Purposes of the Grant.

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

1) Buffering the 8,700 feet of Kenfield Brook, a high-energy stream arising on the slopes of the Caper Hill ridge to the northwest of the property; a tributary of Kenfield Brook; and Beaver Meadow Brook, which has its headwaters on the slopes of Sterling Mountain and joins with Kenfield Brook just inside the western boundary of the Property. Kenfield Brook is a dynamic stream with small floodplains, including patches of floodplain forest, and areas of sand or gravel bars opposite eroding banks. In one area the brook flows through a narrow gorge flanked by steep hemlock-covered slopes. Several additional small streams begin on the property and enter Kenfield Brook after flowing through woods or agricultural fields.

2) The principal goal for management within the Buffer Area is the establishment and

future. The uses permitted in the Buffer Area under this instrument shall be exercised to accomplish this principal objective. In approving or disapproving of any activity or use allowable herein, the Grantee may rely upon the advice and recommendations of the Vermont Department of Fish and Wildlife or such other professionals as the Grantee may select to determine whether the proposed activity or use would be detrimental to the natural, ecological, fish and wildlife habitat values of the Buffer Area.

II. Restrictions in Buffer Area.

The restrictions applicable to the Buffer Area shall be determined pursuant to Section II(1) below, unless Grantor executes a Buffer Management Plan approved by Grantee pursuant to Section II(2).

1. Default Buffer Restrictions.

Any management or use of the Buffer Area shall be conducted in a manner designed to protect soil integrity and minimize erosion, shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal stated in Section I(2), above. Without limiting the foregoing, any forest management activities within the Buffer Area (including without limitation the installation of new roads and trails) shall require Grantee's prior approval.

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

2. Buffer Management Plan Option

Notwithstanding the foregoing, Grantor may develop and submit to Grantee for its approval, in Grantee's sole discretion, a Buffer Management Plan for the Buffer Area (together with any amendments, updates or changes thereto herein referred to as "the Buffer Plan"). Grantor shall update the Buffer Plan in the event there is a change in the condition of the Buffer Area that impacts the ability of the Buffer Area to accomplish the goal stated in Section I(2) above. All updates, amendments or other changes to the Buffer Plan shall be submitted to Grantee for its approval prior to any change in activity within the Buffer Area. The Buffer Plan shall be consistent with the Purposes of this Grant and goals and restrictions set forth in Section I.

In the event that there is a conflict between the provisions of an approved Buffer Plan and Section II(1) above, the provisions of such Buffer Plan shall control; provided however, that upon the expiration or termination of the Buffer Plan, the requirements of Section II(1) shall control. In the event of Grantor's non-compliance with the approved Buffer Plan, Grantee may require, in its sole discretion, compliance with the approved Buffer Plan, an amendment to the Buffer Plan, reversion to the requirements of Section I(1) and/or any other measure that Grantee deems appropriate under the circumstances.

III. Access to the Buffer Area.

Grantee and its designees shall have the right of ingress and egress at reasonable times on and over the Property to the Buffer Area to administer, manage, and enforce the provisions of this Grant.

compliance with the terms, conditions and limitations of this Grant. In the event Grantee identifies a material violation of this easement, it shall provide prompt written notice of the violation to Grantor, including a request for specific corrective action. Reasonable steps shall be taken to investigate and correct the violation within two weeks of receipt of notice.

The following matters shall be resolved by binding arbitration:

- a) A dispute concerning a material violation of this Grant which continues after a request for corrective action has been provided. The arbitrator's authority shall include the right to determine whether a violation of the easement by either Grantor or Grantee has or continues to occur, and what corrective action is appropriate.
- b) A dispute concerning whether a Buffer Plan is consistent with the Purposes of this Grant.
- c) A dispute concerning any conflicts between management of the Buffer Area and Grantor's use of the Property for productive, agricultural purposes, and any dispute concerning whether Grantee has failed to take reasonable steps, consistent with the Purposes of this Grant, to address any such conflicts.

The arbitrator shall be selected by the parties or by the American Arbitration Association if the parties cannot agree on an arbitrator. The costs of arbitration shall be shared equally by the parties, unless otherwise determined by the arbitrator due to one party being unreasonable or otherwise dilatory. The decision of the arbitrator shall be binding on the parties. The parties shall select an arbitrator within two weeks of the submission of an issue to arbitration, and every reasonable effort shall be made to complete arbitration of any dispute within thirty (30) days of the selection of an arbitrator.

VI. Miscellaneous Provisions.

The Grantee shall transfer this Grant of Conservation Buffer Easement only to a State agency, municipality, or qualified organization, as defined in Title 10 V.S.A. Section 6301a, and may only so transfer if said entity first undertakes to hold and implement the terms of this instrument consistent with the Purposes of the Grant.

In the event the Grant conveyed to the Grantee herein is 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.

In any deed conveying an interest in all or part of the Buffer Area, Grantor shall make reference to this Grant and shall indicate that said Grant is binding upon all successors in interest in the Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

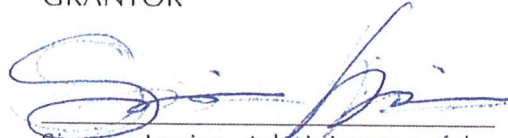
The term "Grantor" shall include the successors and assigns of the original Grantor, Simone Lepine, Administrator of the Estate of Jeannette L. Lepine. The term "Grantee" shall include the successors and assigns of the original Grantee Vermont Land Trust, Inc.

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

TO HAVE AND TO HOLD said restrictions and right of access, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT LAND TRUST, INC., and its successors and

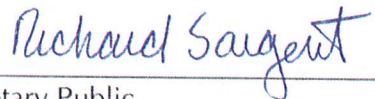
IN WITNESS WHEREOF, they set their hands and seals this 25th day of January, 2019.

GRANTOR


Simone Lepine, Administrator of the
Estate of Jeannette L. Lepine

STATE OF VERMONT
CALEDONIA COUNTY, ss.

At St. Johnsbury, this 25th day of January, 2019, Simone Lepine, Administrator of the Estate of Jeannette L. Lepine, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Estate of Jeannette L. Lepine, before me.


Notary Public
My commission expires: 2/10/19

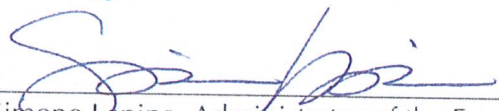
ACKNOWLEDGEMENT OF ARBITRATION

We understand that Section V of this instrument contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement set forth in Section V, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator. We understand that the arbitration provisions of this instrument are limited exclusively to matters set forth in said Section V.

Vermont Land Trust, Inc.

By: 
Its Duly Authorized Agent

Dated: 1/25/2019


Simone Lepine, Administrator of the Estate of
Jeannette L. Lepine

Dated: 1/25/2019

SCHEDULE A DESCRIPTION OF THE PROPERTY

Being a portion of the lands and premises described as the "Protected Property" in a Grant of Development Rights and Conservation Restrictions conveyed by Jeannette L. Lepine to the Grantee, dated May 24, 2000, and recorded in Book 118, Page 293 of the Town of Morristown Land Records.

APPROVAL TO SUBDIVIDE AND CONVEY
"Walton Road Parcel" and "Call Road Parcel"

Whereas, Section II(6) of the Grant of Development Rights and Conservation Restrictions dated May 24, 2000, and recorded in Book 118, Page 293 of the Town of Morristown Land Records ("the Grant"), conveyed to the VERMONT LAND TRUST, INC. ("VLT") by JEANNETTE L. LEPINE concerning land in Morristown, Vermont ("the Protected Property") states that the Protected Property shall not be subdivided or conveyed in separate parcels without the prior written permission of Grantee; and

Whereas, Jeannette L. Lepine is now deceased and Simone Lepine, Administrator of the Estate of Jeannette L. Lepine ("the Owner") has requested that VLT give its written approval for the subdivision of the Protected Property into two parcels: (1) the "Walton Road Parcel" consisting of 82 acres, more or less, as depicted on a survey entitled "A Portion of the Jeanette Lepine Estate Property, Mud City Loop and Call Road, Morristown, Vermont" by Allen J. Newton, dated September 2018 and recorded in Map Slide 360 of the Morristown Land Records ("the Survey"); and (2) the "Call Road Parcel" consisting of the remainder of the Protected Property situated westerly of the Walton Road Parcel as depicted on the Survey; and

Whereas, VLT acknowledges that the Survey accurately depicts the boundaries of the Protected Property and is willing to give that approval, provided, among other things, that: (1) the Call Road Parcel be conveyed to Christopher Redder and Caroline Anderson; and (2) the Owner relinquishes the right in Section III(9) of the Grant to use "the old chicken coop" as a single-family residence in favor of the right to construct a single-family dwelling on the Woodland Pond Lot as described in the Grant, which is a part of the Walton Road Parcel.

Therefore, in consideration of the mutual commitments hereinafter made:

- (1) VLT hereby approves the subdivision of the Protected Property into two (2) parcels described above as the "Walton Road Parcel" and the "Call Road Parcel" solely for the purpose of enabling the conveyance of the Call Road Parcel to Christopher Redder and Caroline Anderson.
- (2) The Owner agrees for herself and the Estate's successors in ownership of the Protected Property that the right under Section III(9) of the Grant to use "the old chicken coop" as a single-family residence is hereby forever relinquished in favor of the right to construct a single-family dwelling on that portion of the Walton Road Parcel known as the Woodland Pond Lot, as described in, and in the manner provided under, the Grant.

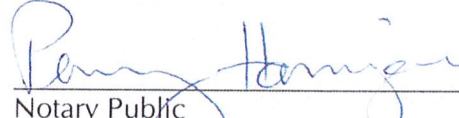
Dated at Montpelier, Vermont this 25th day of January, 2019.

Vermont Land Trust, Inc.

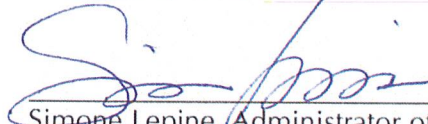
By: J. J. Co.
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, ss

At Montpelier, this 25th day of January, 2019, Julie F. Curtin, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Vermont Land Trust, Inc., before me,

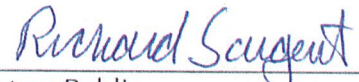

Notary Public
My commission expires: 1/31/21

Dated at St. Johnsbury, Vermont this 25th day of January, 2019.


Simone Lepine, Administrator of the Estate of
Jeannette L. Lepine

STATE OF VERMONT
COUNTY OF CALEDONIA, ss

At St. Johnsbury, this 25th day of January, 2019, Simone Lepine, Administrator of the Estate of Jeannette L. Lepine, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the Estate of Jeannette L. Lepine, before me,


Notary Public
My commission expires: 2-10-19

VLT #500224

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, JEANNETTE L. LEPINE is the owner in fee of certain real property in Morristown, Lamoille County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 264.7 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, this property may be located within 25 miles of the Burlington Metropolitan Area which may qualify this property as land subject to a qualified conservation easement as defined at I.R.C. Section 2031(c)(8)(A) or any successor statute or regulation; 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 Morristown, the regional plan adopted by the Lamoille 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 JEANNETTE L. LEPINE of Morristown, Lamoille County, Vermont, on behalf of herself and her heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to her full satisfaction by the Vermont Land Trust, Inc., does 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 Morristown, Lamoille 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 Grantor 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 Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall

2) The principal objectives 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.

3) Recognizing that conservation of productive forestry resources is one of the primary objectives 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:

- 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. Grantor 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) 20 acres of prime agricultural soils and 30 acres of statewide important soils;
- b) 750 feet of frontage on Walton Road, 5,900 feet of frontage on Mud City Loop and 3,500 feet of frontage on Call Road; and
- c) abuts the 669 acre Gertrude Lepine farm previously protected by Grantee, is within two miles of the Mount Mansfield State Forest, the Beaver Meadow Wildlife Management Area and the 2,300 acre Watson Forest previously conserved by Grantee.

Grantor 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 Grantor 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.

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 a home occupation or accessory use approved pursuant to Section III below. Grantee, with the permission of Grantor, 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 permission of Grantee.

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. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to establish, reestablish, 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 Grantor 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 (i) the Purposes of this Grant, (ii) 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 fire wood 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, Grantor 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

conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant.

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 Grantor does 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 Grantor.

7. The right to maintain, repair, renovate, enlarge, rebuild and use the one (1) existing single-family dwelling, and existing associated non-residential structures and improvements, including associated drives and utilities, together with the right to construct new non-residential structures and improvements normally associated with a dwelling within a designated Homestead Complex without the prior written approval of Grantee. The Homestead Complex is an area consisting of 2.2 acres, more or less, and is more particularly described in Schedule B attached hereto and incorporated herein, and is depicted on a plan entitled "Vermont Land Trust - Jeannette Lepine Property, Town of Morristown, Lamoille Co., VT" (hereinafter "Jeannette Lepine Conservation Plan") held by Grantee and countersigned by the original Grantor Jeannette L. Lepine. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Homestead Complex.

8. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the one (1) existing single-family dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantee. The Farmstead Complex is an area consisting of 3.8 acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein and is depicted on the Jeannette Lepine Conservation Plan. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

9. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use the second existing single-family dwelling located within the Farmstead Complex commonly referred to as "the old chicken coop" as a single-family residence together with the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling. Or, as an alternative, the right to construct, maintain, repair, renovate, replace, enlarge, rebuild and use one (1) single-family dwelling, together with appurtenant structures and improvements, including drives and utilities, normally associated with a residence, to be located only on the Woodland Pond Lot as depicted on the Jeannette Lepine Conservation Plan. If Grantor selects the alternative of constructing one residence on the Woodland Pond Lot, then the one residence now existing in "the old chicken coop" shall no longer be used for residential purposes within ninety (90) days of the completion or occupancy, whichever occurs first, of the Woodland Pond Lot residence. Only three residences in the aggregate shall be permitted on the Protected Property, one in the Homestead Complex referenced in Section III(7) above, one in the Farmstead Complex referenced in Section III(8) above, and one in either the "old chicken coop" or on the Woodland Pond Lot as referenced in this Section III(9). Grantor shall notify Grantee in writing prior to commencing any construction on any new structure or improvement within

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. In no event shall the Protected Property be used for more than de minimus commercial recreation activities pursuant to I.R.C. Section 2031(c)(8)(B) or any successor statute or regulation.

IV. Forest Management Plans.

As provided in Section III(3), above, Grantor shall not harvest timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected) 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, one of the Primary Objectives 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) Grantor's 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 Grantor intends to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantor proposes a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor 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 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.

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

VI. Miscellaneous Provisions.

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

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 Morristown and the State of Vermont.

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

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

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 Morristown 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.

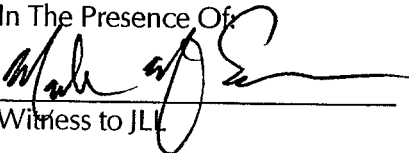
7. The term "Grantor" shall include the heirs, executors, administrators, successors and assigns of the original Grantor, Jeannette L. Lepine. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

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

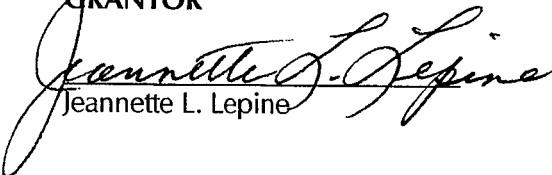
TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, its successors and assigns, to their own use and behoof forever, and the said Grantor, **JEANNETTE L. LEPINE**,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

IN WITNESS WHEREOF, I set my hand and seal this 24th day of May, 2000.

Signed, sealed and delivered
In The Presence Of

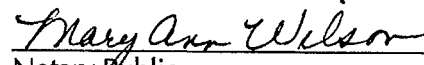

Witness to JLL

GRANTOR


Jeannette L. Lepine

STATE OF VERMONT
LAMOILLE COUNTY, ss.

At Morristown, this 24th day of May, 2000, Jeannette L. Lepine personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, before me.


Notary Public
My commission expires: 2/10/03

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SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by the following deeds, all recorded in the Morristown Land Records:

1. Warranty deed of Edwin T. Roworth and Alice H. Roworth dated 5/28/81 and recorded in Book 76, Page 593.
2. Warranty deed of Cabot Lyman and Heidi H. Lyman, dated 9/15/75 and recorded in Book 68, Page 404.
3. Warranty deed of Clyde E. Brink dated 10/26/61 and recorded in Book 58, Page 192.
4. Warranty deed of Andre Lepine dated 11/6/84 and recorded in Book 82, Page 91.

Excepting and excluding the following parcel:

1. One (1) acre, more or less, in a warranty deed of Lillian Jacobs dated May 13, 1964 and recorded in Book 58, Page 420.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon depicted on the Jeannette Lepine Conservation Plan and generally described as containing 264.7 acres, more or less, lying on the south side of Town Road #50 (also known as Walton Road), the south side of Town Road #30 (also known as Mud City Loop) and the east and west sides of Town Road #31 (also known as Call Road) in the Town of Morristown, Vermont. Grantor and Grantee have used their best efforts to depict said farm, without benefit of a survey, on the Jeannette Lepine Conservation Plan which plan is held by the Vermont Land Trust in its Stewardship Office. Grantor and Grantee do not intend to imply any limitations on the area of land included in this description should a survey determine that additional land is also encumbered by the above description.

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.

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SCHEDULE B
HOMESTEAD COMPLEX

The "Homestead Complex" referred to in Section III(7) of this Grant contains 2.2 acres, more or less, and is more particularly described as follows:

Beginning at a point at the intersection of the southerly edge of the Walton Road right of way, assumed 3 rod width, and the centerline of Kenfield Brook; thence proceeding Westerly 425 feet, more or less, along the centerline of Kenfield Brook; thence turning and proceeding N 30° W 328 feet, more or less, across the Protected Property; thence turning and proceeding N 35° E 81 feet, more or less, to the southerly edge of the Walton Road right of way; thence turning and proceeding Southeasterly 667 feet, more or less, along the southerly edge of the Walton Road right of way to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Homestead Complex.

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S 38° W 128 feet, more or less, across the Protected Property to the edge of a pond; thence turning and proceeding

Due East 286 feet, more or less, across the Protected Property; thence turning and proceeding

N 47° W 256 feet, more or less, across the Protected Property; thence turning and proceeding

Northeasterly 490 feet, more or less, along a second tributary of Kenfield Brook; thence turning and proceeding

S 77° E 319 feet, more or less, over a small rise to the first tributary of Kenfield Brook; thence turning and proceeding

Southerly 290 feet, more or less, along the first tributary to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Farmstead Complex.

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, JEANNETTE L. LEPINE is the owner in fee of certain real property in Morristown, Lamoille County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 264.7 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, this property may be located within 25 miles of the Burlington Metropolitan Area which may qualify this property as land subject to a qualified conservation easement as defined at I.R.C. Section 2031(c)(8)(A) or any successor statute or regulation; 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 Morristown, the regional plan adopted by the Lamoille 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 **JEANNETTE L. LEPINE** of Morristown, Lamoille County, Vermont, on behalf of herself and her heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to her full satisfaction by the Vermont Land Trust, Inc., does 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 Morristown, Lamoille 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 Grantor 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 Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall

2) The principal objectives 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.

3) Recognizing that conservation of productive forestry resources is one of the primary objectives 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:

- 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. Grantor 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) 20 acres of prime agricultural soils and 30 acres of statewide important soils;
- b) 750 feet of frontage on Walton Road, 5,900 feet of frontage on Mud City Loop and 3,500 feet of frontage on Call Road; and
- c) abuts the 669 acre Gertrude Lepine farm previously protected by Grantee, is within two miles of the Mount Mansfield State Forest, the Beaver Meadow Wildlife Management Area and the 2,300 acre Watson Forest previously conserved by Grantee.

Grantor 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 Grantor 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.

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 a home occupation or accessory use approved pursuant to Section III below. Grantee, with the permission of Grantor, 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 permission of Grantee.

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. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to establish, reestablish, 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 Grantor 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 (i) the Purposes of this Grant, (ii) 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 fire wood 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, Grantor 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

conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant.

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 Grantor does 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 Grantor.

7. The right to maintain, repair, renovate, enlarge, rebuild and use the one (1) existing single-family dwelling, and existing associated non-residential structures and improvements, including associated drives and utilities, together with the right to construct new non-residential structures and improvements normally associated with a dwelling within a designated Homestead Complex without the prior written approval of Grantee. The Homestead Complex is an area consisting of 2.2 acres, more or less, and is more particularly described in Schedule B attached hereto and incorporated herein, and is depicted on a plan entitled "Vermont Land Trust - Jeannette Lepine Property, Town of Morristown, Lamoille Co., VT" (hereinafter "Jeannette Lepine Conservation Plan") held by Grantee and countersigned by the original Grantor Jeannette L. Lepine. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Homestead Complex.

8. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the one (1) existing single-family dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantee. The Farmstead Complex is an area consisting of 3.8 acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein and is depicted on the Jeannette Lepine Conservation Plan. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

9. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use the second existing single-family dwelling located within the Farmstead Complex commonly referred to as "the old chicken coop" as a single-family residence together with the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling. Or, as an alternative, the right to construct, maintain, repair, renovate, replace, enlarge, rebuild and use one (1) single-family dwelling, together with appurtenant structures and improvements, including drives and utilities, normally associated with a residence, to be located only on the Woodland Pond Lot as depicted on the Jeannette Lepine Conservation Plan. If Grantor selects the alternative of constructing one residence on the Woodland Pond Lot, then the one residence now existing in "the old chicken coop" shall no longer be used for residential purposes within ninety (90) days of the completion or occupancy, whichever occurs first, of the Woodland Pond Lot residence. Only three residences in the aggregate shall be permitted on the Protected Property, one in the Homestead Complex referenced in Section III(7) above, one in the Farmstead Complex referenced in Section III(8) above, and one in either the "old chicken coop" or on the Woodland Pond Lot as referenced in this Section III(9). Grantor shall notify Grantee in writing prior to commencing any construction on any new structure or improvement within

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. In no event shall the Protected Property be used for more than de minimus commercial recreation activities pursuant to I.R.C. Section 2031(c)(8)(B) or any successor statute or regulation.

IV. Forest Management Plans.

As provided in Section III(3), above, Grantor shall not harvest timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected) 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, one of the Primary Objectives 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) Grantor's 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 Grantor intends to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantor proposes a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor 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 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.

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

VI. Miscellaneous Provisions.

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

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 Morristown and the State of Vermont.

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

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

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 Morristown 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 heirs, executors, administrators, successors and assigns of the original Grantor, Jeannette L. Lepine. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

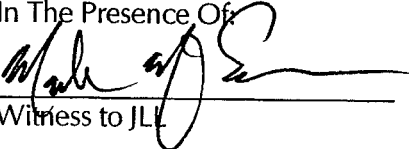
INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, 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 Grantor, **JEANNETTE L. LEPINE**, for herself, and her heirs, successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, she is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and she hereby engages to warrant and defend the same against all lawful claims whatever.

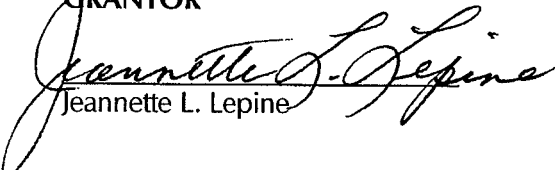
IN WITNESS WHEREOF, I set my hand and seal this 24th day of May, 2000.

Signed, sealed and delivered

In The Presence Of

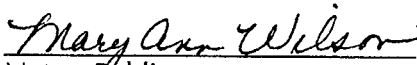

Witness to JLL

GRANTOR


Jeannette L. Lepine

STATE OF VERMONT
LAMOILLE COUNTY, ss.

At Morristown, this 24th day of May, 2000, Jeannette L. Lepine personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, before me.



Notary Public

My commission expires: 2/10/03

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SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by the following deeds, all recorded in the Morristown Land Records:

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2. Warranty deed of Cabot Lyman and Heidi H. Lyman, dated 9/15/75 and recorded in Book 68, Page 404.
3. Warranty deed of Clyde E. Brink dated 10/26/61 and recorded in Book 58, Page 192.
4. Warranty deed of Andre Lepine dated 11/6/84 and recorded in Book 82, Page 91.

Excepting and excluding the following parcel:

1. One (1) acre, more or less, in a warranty deed of Lillian Jacobs dated May 13, 1964 and recorded in Book 58, Page 420.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon depicted on the Jeannette Lepine Conservation Plan and generally described as containing 264.7 acres, more or less, lying on the south side of Town Road #50 (also known as Walton Road), the south side of Town Road #30 (also known as Mud City Loop) and the east and west sides of Town Road #31 (also known as Call Road) in the Town of Morristown, Vermont. Grantor and Grantee have used their best efforts to depict said farm, without benefit of a survey, on the Jeannette Lepine Conservation Plan which plan is held by the Vermont Land Trust in its Stewardship Office. Grantor and Grantee do not intend to imply any limitations on the area of land included in this description should a survey determine that additional land is also encumbered by the above description.

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.

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SCHEDULE B
HOMESTEAD COMPLEX

The "Homestead Complex" referred to in Section III(7) of this Grant contains 2.2 acres, more or less, and is more particularly described as follows:

Beginning at a point at the intersection of the southerly edge of the Walton Road right of way, assumed 3 rod width, and the centerline of Kenfield Brook; thence proceeding Westerly 425 feet, more or less, along the centerline of Kenfield Brook; thence turning and proceeding N 30° W 328 feet, more or less, across the Protected Property; thence turning and proceeding N 35° E 81 feet, more or less, to the southerly edge of the Walton Road right of way; thence turning and proceeding Southeasterly 667 feet, more or less, along the southerly edge of the Walton Road right of way to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Homestead Complex.

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S 38° W 128 feet, more or less, across the Protected Property to the edge of a pond; thence turning and proceeding

Due East 286 feet, more or less, across the Protected Property; thence turning and proceeding

N 47° W 256 feet, more or less, across the Protected Property; thence turning and proceeding

Northeasterly 490 feet, more or less, along a second tributary of Kenfield Brook; thence turning and proceeding

S 77° E 319 feet, more or less, over a small rise to the first tributary of Kenfield Brook; thence turning and proceeding

Southerly 290 feet, more or less, along the first tributary to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Farmstead Complex.

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

WHEREAS, JEANNETTE L. LEPINE is the owner in fee of certain real property in Morristown, Lamoille County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 264.7 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, this property may be located within 25 miles of the Burlington Metropolitan Area which may qualify this property as land subject to a qualified conservation easement as defined at I.R.C. Section 2031(c)(8)(A) or any successor statute or regulation; 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 Morristown, the regional plan adopted by the Lamoille 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 **JEANNETTE L. LEPINE** of Morristown, Lamoille County, Vermont, on behalf of herself and her heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to her full satisfaction by the Vermont Land Trust, Inc., does 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 Morristown, Lamoille 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 Grantor 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 Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall

2) The principal objectives 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.

3) Recognizing that conservation of productive forestry resources is one of the primary objectives 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:

- 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. Grantor 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) 20 acres of prime agricultural soils and 30 acres of statewide important soils;
- b) 750 feet of frontage on Walton Road, 5,900 feet of frontage on Mud City Loop and 3,500 feet of frontage on Call Road; and
- c) abuts the 669 acre Gertrude Lepine farm previously protected by Grantee, is within two miles of the Mount Mansfield State Forest, the Beaver Meadow Wildlife Management Area and the 2,300 acre Watson Forest previously conserved by Grantee.

Grantor 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 Grantor 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.

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 a home occupation or accessory use approved pursuant to Section III below. Grantee, with the permission of Grantor, 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 permission of Grantee.

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. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to establish, reestablish, 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 Grantor 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 (i) the Purposes of this Grant, (ii) 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 fire wood 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, Grantor 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

conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant.

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 Grantor does 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 Grantor.

7. The right to maintain, repair, renovate, enlarge, rebuild and use the one (1) existing single-family dwelling, and existing associated non-residential structures and improvements, including associated drives and utilities, together with the right to construct new non-residential structures and improvements normally associated with a dwelling within a designated Homestead Complex without the prior written approval of Grantee. The Homestead Complex is an area consisting of 2.2 acres, more or less, and is more particularly described in Schedule B attached hereto and incorporated herein, and is depicted on a plan entitled "Vermont Land Trust - Jeannette Lepine Property, Town of Morristown, Lamoille Co., VT" (hereinafter "Jeannette Lepine Conservation Plan") held by Grantee and countersigned by the original Grantor Jeannette L. Lepine. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Homestead Complex.

8. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use (a) the one (1) existing single-family dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantee. The Farmstead Complex is an area consisting of 3.8 acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein and is depicted on the Jeannette Lepine Conservation Plan. Grantor shall notify Grantee in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

9. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use the second existing single-family dwelling located within the Farmstead Complex commonly referred to as "the old chicken coop" as a single-family residence together with the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling. Or, as an alternative, the right to construct, maintain, repair, renovate, replace, enlarge, rebuild and use one (1) single-family dwelling, together with appurtenant structures and improvements, including drives and utilities, normally associated with a residence, to be located only on the Woodland Pond Lot as depicted on the Jeannette Lepine Conservation Plan. If Grantor selects the alternative of constructing one residence on the Woodland Pond Lot, then the one residence now existing in "the old chicken coop" shall no longer be used for residential purposes within ninety (90) days of the completion or occupancy, whichever occurs first, of the Woodland Pond Lot residence. Only three residences in the aggregate shall be permitted on the Protected Property, one in the Homestead Complex referenced in Section III(7) above, one in the Farmstead Complex referenced in Section III(8) above, and one in either the "old chicken coop" or on the Woodland Pond Lot as referenced in this Section III(9). Grantor shall notify Grantee in writing prior to commencing any construction on any new structure or improvement within

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. In no event shall the Protected Property be used for more than de minimus commercial recreation activities pursuant to I.R.C. Section 2031(c)(8)(B) or any successor statute or regulation.

IV. Forest Management Plans.

As provided in Section III(3), above, Grantor shall not harvest timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected) 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, one of the Primary Objectives 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) Grantor's 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 Grantor intends to harvest timber or other wood products. Amendments to the Forestry Plan shall be required in the event that Grantor proposes a treatment not included in the Forestry Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor 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 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.

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

VI. Miscellaneous Provisions.

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

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 Morristown and the State of Vermont.

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

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

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 Morristown 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 heirs, executors, administrators, successors and assigns of the original Grantor, Jeannette L. Lepine. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc.

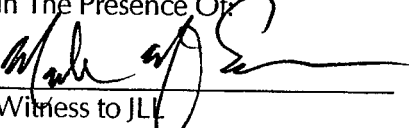
INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, 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 Grantor, **JEANNETTE L. LEPINE**, for herself, and her heirs, successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, she is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and she hereby engages to warrant and defend the same against all lawful claims whatever.

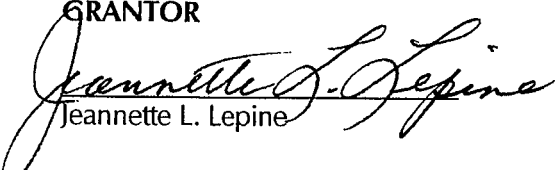
IN WITNESS WHEREOF, I set my hand and seal this 24th day of May, 2000.

Signed, sealed and delivered

In The Presence Of:

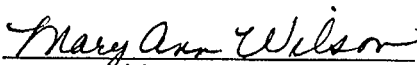

Witness to JLL

GRANTOR


Jeannette L. Lepine

STATE OF VERMONT
LAMOILLE COUNTY, ss.

At Morristown, this 24th day of May, 2000, Jeannette L. Lepine personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed, before me.


Notary Public

My commission expires: 2/10/03

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**SCHEDULE A
PROTECTED PROPERTY**

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by the following deeds, all recorded in the Morristown Land Records:

1. Warranty deed of Edwin T. Roworth and Alice H. Roworth dated 5/28/81 and recorded in Book 76, Page 593.
2. Warranty deed of Cabot Lyman and Heidi H. Lyman, dated 9/15/75 and recorded in Book 68, Page 404.
3. Warranty deed of Clyde E. Brink dated 10/26/61 and recorded in Book 58, Page 192.
4. Warranty deed of Andre Lepine dated 11/6/84 and recorded in Book 82, Page 91.

Excepting and excluding the following parcel:

1. One (1) acre, more or less, in a warranty deed of Lillian Jacobs dated May 13, 1964 and recorded in Book 58, Page 420.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon depicted on the Jeannette Lepine Conservation Plan and generally described as containing 264.7 acres, more or less, lying on the south side of Town Road #50 (also known as Walton Road), the south side of Town Road #30 (also known as Mud City Loop) and the east and west sides of Town Road #31 (also known as Call Road) in the Town of Morristown, Vermont. Grantor and Grantee have used their best efforts to depict said farm, without benefit of a survey, on the Jeannette Lepine Conservation Plan which plan is held by the Vermont Land Trust in its Stewardship Office. Grantor and Grantee do not intend to imply any limitations on the area of land included in this description should a survey determine that additional land is also encumbered by the above description.

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.

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**SCHEDULE B
HOMESTEAD COMPLEX**

The "Homestead Complex" referred to in Section III(7) of this Grant contains 2.2 acres, more or less, and is more particularly described as follows:

Beginning at a point at the intersection of the southerly edge of the Walton Road right of way, assumed 3 rod width, and the centerline of Kenfield Brook; thence proceeding Westerly 425 feet, more or less, along the centerline of Kenfield Brook; thence turning and proceeding N 30° W 328 feet, more or less, across the Protected Property; thence turning and proceeding N 35° E 81 feet, more or less, to the southerly edge of the Walton Road right of way; thence turning and proceeding Southeasterly 667 feet, more or less, along the southerly edge of the Walton Road right of way to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Homestead Complex.

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S 38° W 128 feet, more or less, across the Protected Property to the edge of a pond; thence turning and proceeding

Due East 286 feet, more or less, across the Protected Property; thence turning and proceeding

N 47° W 256 feet, more or less, across the Protected Property; thence turning and proceeding

Northeasterly 490 feet, more or less, along a second tributary of Kenfield Brook; thence turning and proceeding

S 77° E 319 feet, more or less, over a small rise to the first tributary of Kenfield Brook; thence turning and proceeding

Southerly 290 feet, more or less, along the first tributary to the point of beginning.

All bearings given are to "True North". All metes, bounds and bearings are approximate. The Jeannette Lepine Conservation Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Farmstead Complex.