

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

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF CAMBRIDGE, a Vermont Municipality, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the VERMONT LAND TRUST, INC., a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont, and the VERMONT HOUSING AND CONSERVATION BOARD, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (collectively known hereinafter as the "Grantees") as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (the "Grant") (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Cambridge, Lamoille County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantees 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 the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land.

A 27.4-acre portion of the Protected Property is subject to a certain Grant of Development Rights, Conservation Restrictions and Public Access Easement from Peter A. Krusch to the Vermont Land Trust, Inc. dated December 29, 2003 and recorded in Book 264, Page 105 of the Cambridge Land Records (hereinafter "Krusch Easement"). This Grant is in addition to and not in replacement of the Krusch Easement. To the extent a provision of this Grant and a provision of the Krusch Easement conflict as to the use of the 27.4-acre portion of the Protected Property subject to the Krusch Easement, the more restrictive provision shall control.

**I. Purposes of this Grant and Management Plan**

**A. Statement of Purposes**

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

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

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

- a. Manage forest stands for long rotations which maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantor and Grantees acknowledge that site limitations, biological factors and public uses may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs and/or maple sap.

- b. Conduct all sugaring and/or forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using the best available management practices in order to prevent soil erosion and to protect water quality.
3. To insure that the Protected Property will be owned in perpetuity by the State of Vermont, a municipality, or other qualified organization, as defined in Chapter 34 or Chapter 155, Title 10 V.S.A.; or such other entity approved by the Grantees.
4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:
  - a. includes 46.28 acres of forest available for long-term sustainable management for the production of forest products;
  - b. it has 385 feet of frontage on North Cambridge Road, a public highway with scenic vistas;
  - c. can be used for numerous recreational, cultural and educational purposes by the Town, its schools, and the community;
  - d. streams, including tributaries of the Lamoille River, that, with wooded buffers and natural flow, provide an array of ecological benefits including maintaining water quality and providing corridors for species movement;
  - e. wetland, upland, and riparian habitat for wildlife;
  - f. it has 11.5 acres of statewide agricultural soils; and,
  - g. is adjacent to the Cambridge State Forest.

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

B. Management Plans.

Grantor will, from time-to-time develop comprehensive management plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and
2. At a minimum, the Management Plans shall include the provisions required under this Grant, identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and human uses for the Protected Property:
  - a. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
  - b. provide for public access and meaningful recreational links to private and public lands;
  - c. include a forest management plan approved by Grantees in accordance with Section I(C), below, if the Grantor proposes to harvest timber or commercial non-timber forest products;
  - d. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat resources and historic and cultural features;
  - e. provide for the sustainable use of fish and wildlife resources;
  - f. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas;
  - g. provide for use by educational programs; and
  - h. Otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall, in consultation with Grantees: (a) secure appropriate public input from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees with a draft of each such Management Plan for its review and approval prior to adoption as well as a copy of each final adopted Management Plan. Grantees' approval of the

Management Plans shall not be unreasonably withheld or conditioned if such Plans are consistent with the terms of this Grant.

C. Forest Management Plan.

Grantor shall not harvest timber, wood products, commercial non-timber forest products, or establish and operate a maple sugaring operation without first developing a forest management plan. Said forest management plan and any updates, amendments or other changes thereto (collectively "the Forestry Plan") shall be submitted to Grantees for its approval prior to any forest management activity. Grantees' approval of the Forest management plan shall not be unreasonably withheld or conditioned, if the Forest management plan has been approved by a professional forester and if the Forest management plan is consistent with the Purposes of this Grant. Grantees may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantees may select to determine whether the Forest management plan is consistent with the Purposes of this Grant. The Forest management plan shall be consistent with the Purposes of this Grant and shall include at least the following elements (except that those elements of the Forest management plan which do not change need not be re-submitted in updates or amendments to the Forest management plan):

1. Grantor's forest management objectives;
2. 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);
3. 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 including harvest schedules);
4. Description of any sugaring operation, including how management will account for impacts on species diversity and ecosystem health, and impacts on wildlife movement and public access;
5. Plant and wildlife considerations (identification of known significant habitats and management recommendations);
6. Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places); and
7. Historic and cultural resource considerations (identification of known resources and associated management recommendations).

The Forest management plan shall be updated at least once every ten (10) years (or at such other intervals as Grantor and Grantees may mutually agree) if Grantor intends to harvest timber or other wood products. Amendments to the Forest management plan shall be required in the event that Grantor proposes a treatment not included in the Forest management 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 Forest management plan as approved by Grantees. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, ice, fire, or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forest management plan for Grantees' approval prior to conducting any alternative treatment.

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

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

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

## **II. Restricted Uses of the Protected Property**

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

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

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

4. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantees and shall be consistent with the Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, subdivide, partition, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned - including the condition that the Protected Property be sold for only nominal consideration - in the Grantees' sole discretion.

7. There shall be no operation of motor vehicles on the Protected Property except for uses specifically reserved in Section III below, such as agriculture, wildlife and forest management, education, trail grooming, maintenance, and for safety or emergency purposes, and for certain limited recreational uses as provided in Section III(1) below. Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137. Snowmobiling may be permitted at the discretion of the Grantor.

8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

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

1. The right to use the Protected Property for all types of non-commercial, non-motorized recreational purposes (including, but not limited to, bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant and the Management Plan(s). Use of the Protected Property for snowmobiling, and for non-motorized, mechanized recreation such as mountain biking and by animals capable of transporting humans (including, but not limited to, horses) may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans and are consistent with the Purposes of this Grant.
2. The right to use and maintain existing unforested areas for agricultural use and to establish, maintain and use fields, orchards and pastures for agricultural uses approved by the Grantees under Section II(A), above, or for recreational, scenic or open space purposes and/or for the purpose of maintaining or enhancing wildlife habitat, plant habitat or scenic vistas or values on the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards, pastures, wildlife habitats, plant habitats, and/or scenic vistas is approved in writing by Grantees, which may grant or withhold such approval—with or without conditions—if they determine, in their sole discretion, that any such use would be consistent with the Purposes of this Grant, is otherwise consistent with the provisions of this Grant and is a component of the Management Plans, and is consistent with Section IV below.
3. The right to perform forest management activities, including maple-sugaring, the harvest of timber, other wood products and commercial non-timber forest products, provided that:
  - a) all such activities are conducted in accordance with an approved Forest Management Plan meeting the requirements of Section I above;
  - b) all such activities are conducted under the supervision of a professional forester holding a current Vermont forester license, or a forester or other land manager whose education, experience and qualifications are otherwise approved in advance by Grantees (hereinafter "Professional Forester"); and
  - c) any maple sugaring operations shall meet or exceed the standards outlined in Sugarbush Management Standards and Tapping Guidelines for Forestland in Use Value Appraisal (adopted in 2014) or successor guidelines as determined by the Grantees.

During any road construction, maintenance or harvesting and skidding of forest products, or activities associated with sugarbush management, Grantor shall at a minimum employ the applicable practices recommended in the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 11, 2018 (hereafter "AMPs"), or such successor standard approved by Grantees.

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

4. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use sugaring buildings, together with necessary access drives and utilities exclusively for agricultural, silvicultural and educational uses normally associated with a sugaring operation, on the Protected Property; provided, however, that (a) the structures are used exclusively for maple sugaring using maple sap collected on the Protected Property and related educational purposes, and (b) any new construction, other than normal maintenance and repair, has been approved in writing in advance by Grantees. Grantees' approval may include designation of a "complex" (meaning an area or areas of the Protected Property within which certain structures are or shall be grouped together) surrounding the structure and shall not otherwise be unreasonably withheld or conditioned; provided, however, that the structure or other improvement is located in a manner which is consistent with the Purposes of this Grant. Grantor shall not deem unreasonable a condition by Grantees that certain structures must be located within a complex which may be designated in the future as provided in this Section III.

5. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. Prior to undertaking a streambank stabilization project or placing any structure otherwise permitted under this Grant or approved by Grantees in accordance with this Grant within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantees of their intent to do so. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

In addition, the following shall be designated as water protection areas: all those areas within the forested or naturally vegetated portions of the Protected Property (a.) lying within fifty feet (50') landward of the tops of the banks of any "stream" as defined by the AMPs and (b.) all 'significant wetlands' and their buffers as defined by the Vermont Wetland Rules, or successor document approved by the Grantees. These areas shall move with the movement of the streams and the following goals and restrictions shall apply thereto:

The principal goal for management within the water protection areas is to maintain or enhance their ecological benefits, including but not limited to water quality, soil integrity, and natural hydrology; providing important terrestrial, wetland, and aquatic habitat; and providing organic matter, nutrients, shade, and large diameter coarse woody material for the benefit of wetland, riparian, and aquatic systems.

Notwithstanding anything to the contrary contained in this Section III(5), any management or use of the water protection areas shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal above.

6. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are provided for in the Management Plans.

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

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

9. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education); provided that such structures comply with the requirements of this Section III(9) and the number and location of such structures, drives and utilities are consistent with the Purposes of this Grant.

10. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected only for community and public recreation, education or entertainment events on the Protected Property (including, but not limited to, children's activities, concerts, fairs and celebrations) or such fees are reasonably necessary to support Grantor's management of the Protected Property. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plan. Notwithstanding the foregoing, there shall be no fees charged for pedestrian access on the Protected Property, including any fees charged

for parking.

11. The right to conduct and authorize temporary commercial and non-commercial uses of the Protected Property, provided that such uses (i) do not unreasonably interfere with the access of the general public to the Protected Property, (ii) do not materially detract from the Purposes of this Grant, and (iii) are detailed in an approved Management Plan described in Section IB of this Grant.

#### IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized dispersed recreational and educational purposes (including, but not limited to, bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

#### V. Enforcement of the Restrictions.

Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that Grantees becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance by hand or by certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance but which has caused Grantees to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall at Grantees' request reimburse Grantees all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If the court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that one of the Grantees initiates litigation and the court determines that Grantor has not failed to comply with this Grant and that such Grantee has initiated litigation without reasonable cause or in bad faith, then such 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 Grantees to such equitable relief, including but not limited to injunctive relief and ex parte relief, as the Court deems just.

The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings. No delay or omission by Grantees in the exercise of any right or remedy upon any breach of Grantor shall impair Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance occurred after said prior owner's ownership or control of the Protected Property has terminated.

#### VI. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing one of the other Grantees herein or another organization or entity which shall have the

authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantor shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. When Grantees have authorized a proposed action requiring approval under this Grant, Grantees shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

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

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

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

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

6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, the Town of Cambridge. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and Vermont Housing and Conservation Board.

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

9. Grantor and Grantees recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantees; provided that Grantees determine in their sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantees, and shall be recorded in the Town of Cambridge Land Records. Notwithstanding the foregoing, Grantor and Grantees have no right or power to agree to any amendment that would limit the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantees under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

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

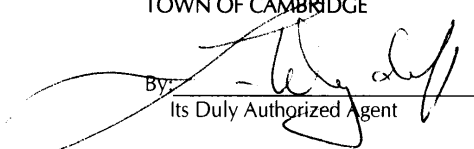
TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT HOUSING AND CONSERVATION BOARD, and VERMONT LAND TRUST, INC., their respective successors and assigns, to their own use and behoof forever, and the said Grantor, the TOWN OF CAMBRIDGE, on behalf of itself and its successors and assigns, does covenant



with the said Grantees, their successors and assigns, that until the ensembling of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment of 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

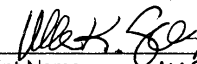
I, Larry Wyckoff duly authorized agent of the Town of Cambridge, has executed this Grant on this 16th day of December 2020.

TOWN OF CAMBRIDGE

By:   
Its Duly Authorized Agent

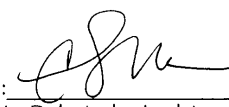
STATE OF VERMONT  
COUNTY OF LAMOILLE SS.

At Cambridge Vermont, on this 16 day of December 2020, personally appeared Larry Wyckoff, duly authorized agent of the Town of Cambridge, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Town of Cambridge, before me.

  
Print Name: MARK K. SCHILLING  
Notary Public, State of Vermont  
Commission No. 157-0006340  
My Commission Expires: 01/31/2021

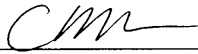
Approved by the VERMONT LAND TRUST, INC:

12/15/2020  
Date

By:   
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

At Montpelier, Vermont, on this 15<sup>th</sup> day of December 2020, personally appeared Christine McShea duly authorized agent of the Vermont Land Trust, Inc., 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 Vermont Land Trust, Inc., before me.

  
Print Name: Caitlin Belcher  
Notary Public, State of Vermont  
Commission No. 157-0005312  
My Commission Expires: 01/31/2021

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

12/21/2020  
Date

By: Lawrence W. Mires  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

At Montpelier, Vermont, on this 21<sup>st</sup> day of December 2020, personally appeared Lawrence W. Mires, duly authorized agent of the Vermont Housing and Conservation Board, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Vermont Housing and Conservation Board, before me.

Elizabeth M. Egan

Print Name: Elizabeth M. Egan

Notary Public, State of Vermont

Commission No. 157.0002746

My Commission Expires: ~~01/31/2021~~ 01/31/2023

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SCHEDULE A  
PROTECTED PROPERTY

Being all and the same lands and premises conveyed to Grantor by Warranty Deed of Sarah B. Laughlin, said Warranty Deed being dated on or about even date herewith and to be recorded in the Cambridge Land Records.

Said land and premises consists of 51.28 acres more or less and is depicted as "Parcel B – Proposed Nature Preserve Parcel" on a Survey entitled: "Plat of 2-Lot Subdivision Survey Showing Lands of Sarah B. Laughlin" by Button Professional Land Surveyors, PC, dated January 2020 and updated October 21, 2020 and recorded in Map Slide 256H of the Cambridge I Land Records.

**NOTICE:** The Grantor and Grantees have used their best efforts to depict the approximate boundaries of the Protected Property, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Krusch Nature Preserve, Town of Cambridge, Lamoille Co., VT, December 2020" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Krusch Nature Preserve Conservation Plan"). The Krusch Nature Preserve Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to VLT at the time of the Plan's preparation. They are computer generated and are not the result of field measurements or extensive title research. The Krusch Nature Preserve Conservation Plan is intended solely for the use of the Grantor and Grantees in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. The Krusch Nature Preserve Conservation Plan is kept by VLT in its Stewardship Office. **The Krusch Nature Preserve Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

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

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