

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

KNOW ALL PERSONS BY THESE PRESENTS that the **TOWN OF WESTFORD**, a Vermont municipality located in Chittenden County and the State of Vermont, 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, right of access, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Westford, Chittenden County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by 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.

**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.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**-ACKNOWLEDGMENT-**  
RETURNS RECEIVED

Return No. 2018-3  
Signed Susan G. Adams, Clerk  
Date January 17, 2018

Westford, Vermont, Town Clerk's Office  
January 17, 20 18 at  
4 o'clock 30 minutes P M  
received for record and recorded in  
book 168 on page 773-785 of  
Land records.  
Attest Susan G. Adams  
Town Clerk

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 123 acres of forest available for long-term sustainable management for the production of forest products;
  - b. Habitat for the West Virginia White, an uncommon butterfly;
  - c. suitable for numerous recreational and educational uses, including a trail network connected to trails on the Westford School property and other nearby Town properties;
  - d. is within 0.2 mile(s) of Westford School and the Village center;
  - e. wetlands and watercourses, including headwater wetlands and beaver-influenced pond-wetland complexes;
  - f. traversed by 2,500 feet of perennial streams; and
  - g. is adjacent to 42 acres of farmland being concurrently protected by Vermont Land Trust.

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 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 produce 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 the Westford School and other educational institutions for educational programs;
  - h. provide, as necessary, for any proposed use of the Riparian Buffer Zones and Wetland Protection Zones consistent with Sections V & VI, below, as needed; and,
  - i. 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 Purposes and terms of this Grant.

C. Forest Management Plan.

Grantor shall not harvest timber or wood products, produce 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 their approval prior to any forest management activity. Grantees' approval of the Forestry Plan shall not be unreasonably withheld or conditioned, if the Forestry Plan has been approved by a professional forester and if the Forestry 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 Forestry Plan is consistent with the Purposes of this Grant. The 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 which do not change do need not be re-submitted in updates or amendments to the Forestry 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 (including but not limited to 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);
7. Historic and cultural resource considerations (identification of known resources and associated management recommendations); and
8. Management practices to be applied within Riparian Buffer Zones and Wetland Protection Zones, established in Sections V and VI below, which may include but are not limited to shading, accumulation of coarse woody debris, harvest timing, water crossings and erosion controls.

The Forestry 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 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 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 Forestry Plan for Grantees' approval prior to conducting any alternative treatment.

Disapproval by Grantees of a Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantees, however, may approve a Forestry 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. No residential, commercial, industrial or mining activities shall be permitted. 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 buildings, structures, or appurtenant facility or improvements shall be constructed, created, erected or moved onto the Protected Property, except as provided in Section III below.
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 their reasonable discretion they determine 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 (except wastewater disposal otherwise specifically permitted under this Grant), 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 Purposes of this 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 otherwise specifically permitted under this Grant or 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. Except as otherwise specifically permitted under this Grant, 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. Except as otherwise specifically permitted under this Grant, 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 Sections III(1) and (10), 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.
8. There shall be no manipulation of natural watercourses, marshes, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water quality, or which could alter natural water level or flow, except as reasonably necessary to carry out the uses permitted on the Protected Property under this Grant. 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 that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.
9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is not or is not likely to be consistent with

the Purposes of this Grant. 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, trapping, walking and wildlife observation) consistent with the Purposes of this Grant and the Management Plans. 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 and are consistent with Sections V and VI, below.
2. The right to establish, maintain and use fields, orchards and pastures for agricultural uses permitted or approved under Section II(1), above, 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 any initial forest clearing activity required to establish such fields, orchards, pastures, wildlife habitats, plant habitats, and/or scenic vistas is only upon the prior written approval of Grantees, which may grant such permission—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.
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 Forestry Plan meeting the requirements of Section I above;
  - b. all such activities are conducted under the supervision of a professional forester holding at least a bachelor of science degree in forestry from an educational institution with a forestry curriculum accredited by the Society of American Foresters, 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 15, 1987 and revised effective October 22, 2016 (hereafter "AMPs"), or such successor standard approved by Grantee.

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 Forestry Plan or the Amended Forestry 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 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 and is consistent with Section IV, below. 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 maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, and are provided for in the Management Plans.

6. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events; 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.

7. 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 or conditioned, provided that such location and use shall be consistent with the Management Plans and the Purposes of this Grant.

8. 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(8) and the number and location of such structures, drives and utilities are consistent with the Purposes of this Grant, Sections V and VI, below, and the Management Plan.

9. 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.

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

11. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantees, is or may possess the potential to become inconsistent with the Purposes of this Grant.

12. The right to construct, use, maintain, repair, and replace wastewater disposal systems ("the Systems") within the 7 acre, more or less, area depicted on the Town of Westford Conservation Plan as "Reserved Community Wastewater Zone," and shown as "Reserved Community Waste Water Zone" on the Survey, both of which are described in Schedule A attached hereto, in which septic tanks, lines, primary disposal fields and replacement fields may be located for the benefit of such properties as the Grantor may deem appropriate, together with the right to convey easements to construct, use, maintain, repair and replace the Systems for the benefit of such other properties as the Grantor may deem appropriate. In addition, the right to construct, use, maintain, repair, and replace one (1) septic line over the Protected Property between the southerly and easterly boundaries of the Protected Property and the Community Wastewater Zone, together with the right to convey easements over the Protected Property,

including the Community Wastewater Zone no more than twenty feet (20') in width to construct, use, maintain, repair and replace one (1) septic line for the benefit of such other properties as the Grantor may deem appropriate.

Grantor and/or the persons to whom an easement is conveyed shall be required to notify Grantees in writing prior to commencing construction on any new System, or portion thereof, within the Community Wastewater Zone or elsewhere on the Protected Property as provided above. During construction, repair, replacement or maintenance of the Systems, reasonable efforts will be made to minimize impact on the resources on the Protected Property and the surface of the Protected Property shall always be returned as near as reasonably practicable to its condition prior to such construction, repair, replacement or maintenance.

#### 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, trapping, walking and wildlife observation) consistent with the Purposes of this Grant and the Management Plan. 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. Riparian Buffer Zone.

The Protected Property includes certain lands and premises lying on either side of perennial streams which shall be subject to special protections as set forth herein to protect the water quality of such waterways and the ecological health of the natural systems associated with such waterways. The location of and the restrictions applicable to these areas are as follows:

Those areas on the Protected Property lying within fifty feet (50') of the top of the banks of perennial streams, as those waters may move from time to time, and also including any land located between the said tops of banks and the low water marks of such waterways, shall be designated as Riparian Buffer Zones (hereinafter "RBZ"). The location of the RBZ as of the date of this Grant is generally depicted on the Town of Westford Conservation Plan, described in Schedule A attached hereto. Within the RBZ, the goals, prescriptions and restrictions of this Section V are in addition to the provisions of Sections I(C), II, III and IV, and where inconsistent, the provisions of this Section V shall supersede the provisions of Sections I(C), II, III and IV.

Specifically, the principal goal for management within the RBZ is the establishment and maintenance of high quality buffers that provide an array of ecological benefits including, but not limited to:

- (i) buffering aquatic and wetland plants and animals from disturbance;
- (ii) preventing wetland and water-quality degradation;
- (iii) providing important plant and animal habitat; and
- (iv) providing organic matter, nutrients, and structure to aquatic systems.

Any management or use of the RBZ 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 detailed above. Without limiting the foregoing, any forest management activities within the RBZ (including without limitation the installation of new roads and trails) shall require Grantees' prior approval.

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

#### VI. Wetland Protection Zone

The Protected Property includes certain lands containing and buffering wetlands hereby made subject to special protections to protect the water quality and the ecological processes associated with such wetlands. Such wetlands are herein designated as the "Wetland Protection

Zone" or "WPZ". The WPZ is more particularly described two beaver pond complexes and one headwater wetland, and is generally depicted as "WPZ" on the Town of Westford Conservation Plan. The boundaries of the WPZ may be changed from time to time by mutual agreement of Grantor and Grantees, as established by and depicted on a new Conservation Plan signed by Grantor and Grantees and maintained on file with Grantee VLT.

Within the WPZ, the goals, prescriptions, and restrictions of this Section VI are in addition to the provisions of Sections I(C), II, III and V of this Grant, and where inconsistent, the provisions of this Section VI shall control.

Within the WPZ the following shall apply:

1. Protection or restoration of the ecological functions of the wetland natural communities, as well as the natural communities that naturally develop in the future in the WPZ, and the ecological processes that sustain them, shall be Grantor's and Grantees' highest priority.
2. All management activities, including without limitation forest management and ecological management, shall focus on the goals of a) maintaining or restoring soil integrity, natural hydrology, and water quality, and b) maintaining the natural structure and species composition of the natural communities present or communities that may develop naturally over time, informed by the best current ecological science.
3. There shall be no agricultural activities (including without limitation the grazing or pasturing of animals), except as may be approved by Grantees in their sole discretion.
4. All forest management activities shall be conducted pursuant to the Forestry Plan that is consistent with the Purposes of this Grant and this Section VI. Without limiting the foregoing, the installation of new roads and trails in the WPZ shall require Grantees' prior written approval.

In the context of acting under this Section VI, Grantor and Grantees may confer about what constitutes the best available ecological science; provided that, Grantees' interpretation thereof shall control.

#### **VII. 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 delivery or by certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance but which has caused Grantees to incur reasonable costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall at Grantees' request and upon Grantor's receipt of proper documentation evidencing such costs, reimburse Grantees all such reasonable costs incurred in investigating the non-compliance and in securing its correction. Said reimbursement obligation shall be premised on Grantees showing that Grantor, or persons acting on its behalf, at its direction or with its permission, is the cause of such event or circumstance of non-compliance.

Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by Grantees within a reasonable time after Grantor's 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 in bad faith or without reasonable cause, 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.

**VIII. 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 Westford 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. Grantor and Grantees shall share the costs of such appraisal with each party bearing a one-half share of the cost of the appraisal. 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, Town of Westford. 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.

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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 any 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 Westford 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 Grantee 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, right of access, 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, TOWN OF WESTFORD, 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, or 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, Allison Hope, duly authorized agent of the Town of Westford, has executed this Grant on this 17 day of January, 2018.

GRANTOR  
TOWN OF WESTFORD

By: Allison Hope  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Essex Junction, Vermont, on this 17<sup>th</sup> day of January, 2018, personally appeared Allison Hope, duly authorized agent of the Town of Westford, 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 Town of Westford, before me.

[Signature]  
Notary Public David W. Rugh, Esq.  
My Commission Expires: 02/10/2019

Approved by the VERMONT LAND TRUST, INC.:

1/17/18  
Date

By: [Signature]  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Essex Junction, Vermont, on this 17<sup>th</sup> day of January, 2018, personally appeared Richard F. Peterson, Jr., duly authorized agent of the Vermont Land Trust, Inc., 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 Land Trust, Inc., before me.

[Signature]  
Notary Public David W. Rugh, Esq.  
My Commission Expires: 02/10/2019

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

12/13/17  
DateBy: Lawrence W. Mires  
Its Duly Authorized AgentSTATE OF VERMONT  
COUNTY OF Washington, SS.

At Montpelier, Vermont, on this 13<sup>th</sup> day of December,  
2017, 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  
Notary Public  
My Commission Expires: 02/10/19

**SCHEDULE A  
PROTECTED PROPERTY**

Being all and the same lands conveyed to the Town of Westford by Warranty Deed of Lynn J. Gauthier and David A. Gauthier of on or about even date herewith and recorded prior hereto in the Town of Westford Land Records (the "Gauthier Deed"). Said lands are depicted as "Lot 4 - 130 Acres  $\pm$  Designated Open Space - Maple Shade Town Forest" on a Plat entitled "Sketch showing a subdivision of lands of David & Lynn, Gauthier Brookside Road, Westford, Chittenden County, Vermont", by LaRose Surveys, P.C., dated May 16, 2017 and recorded on Map Slide # 271 in the Town of Westford Land Records (the "Survey").

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying westerly of Town Highway #1 (also known as Brookside Road), in the Town of Westford, Vermont, and generally described as containing 130 acres, more or less.

**Right of Access for Public Recreation.** Grantor does freely give, grant, sell, convey and confirm unto Grantees, forever, a perpetual and non-exclusive easement for pedestrian ingress and egress by and for the benefit of the public to and from the Protected Property for the recreational, cultural and educational purposes set forth in this Grant on, over and across the easement such purposes conveyed to the Grantor in the Gauthier Deed leading from Town Highway #1 (also known as Brookside Road) westerly over land and premises conveyed by David A. Gauthier and Lynn J. Gauthier to Donald Pouliot and Dale Pouliot ("the Pouliot Land") by Warranty Deed of on or about even date herewith and to be recorded in the Town of Westford Land Records ("the Pouliot Deed") to the Protected Property in the location depicted as "20' Wide Trail Easement" on the Town of Westford Conservation Plan. Such access easement is also depicted as "20' wide trail easement to benefit town forest" on the Survey.

**Right of Access for Monitoring and Enforcement.** Grantor does freely give, grant, sell, convey and confirm unto Grantees, forever, two perpetual and separately assignable easements for access from Town Highway #1 (also known as Brookside Road) on and over the Pouliot Land to the Protected Property, said easements being located on and over: (1) the easement and right of way for public access described immediately above; and (2) the easement for town vehicular and public pedestrian access conveyed to the Grantor in the Pouliot Deed, depicted as "30' wide road and access easement to benefit the Town Forest" on the Survey. Such access easements are depicted as "20' Wide Trail Easement" and "30' Wide Road and Access Easement", on the Town of Westford Conservation Plan, and shall be for limited pedestrian and vehicular use only for purposes of monitoring and enforcement by Grantees in connection with this Grant.

The rights of access conveyed herein are in addition to, not in lieu of, the covenants and restrictions otherwise conveyed by this Grant.

**NOTICE:** Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Westford Town Forest, Town of Westford, Chittenden Co., VT, December 2017" signed by the Grantor and VLT (referred to throughout this Grant and its Schedules as "Town of Westford Conservation Plan"). The Town of Westford Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to VLT at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Town of Westford Conservation Plan and any metes and bounds descriptions herein are 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. No monuments have been placed on the ground. The Town of Westford Conservation Plan is kept by VLT in its Stewardship Office. **The Town of Westford 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.