Town of St. Johnsbury Current datetime: 11/2/2026 5:38:30 PM

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
31791	EASEMENT	00441/251	12/27/2018

Street	Street Name	Description
		951 US RTE 2 E

Grantors	Grantees	Street	Property Description
SCHLUETER SALLY TRUSTEE, PRESCOTT RICHARD TRUSTEE, SCHLUETER-PRESCOTT FAMILY REVOCABLE TRUST ET AL	VERMONT LAND TRUST INC		951 US RTE 2 E

References

Book/Vlm/Page	Description	Recorded year

Legal Description\Remarks

GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS

Received Dec 27, 2018 03:20P
Recorded in VOL: 441 PG: 251- 263
Document Number 31791
Of St. Johnsbury Land Records
ATTEST: Diane Perkins, Asst Town Clerk

WHEREAS, **SALLY SCHLUETER and RICHARD PRESCOTT, TRUSTEES OF THE SCHLUETER-PRESCOTT FAMILY REVOCABLE TRUST** are the owners in fee of certain real property in St. Johnsbury, Caledonia County, Vermont, which has aesthetic, recreational, and natural resource values in its present state; and

WHEREAS, this property contains 386 acres (more or less) of undeveloped land in agricultural and forestry use, which provides wildlife habitat as well as recreational opportunities; and

WHEREAS, the **VERMONT LAND TRUST, INC.** is a publicly supported non-profit corporation incorporated under the laws of the State of Vermont, and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose principal purpose is to preserve undeveloped and open space land (including farmland and forest land) in order to protect the scenic, recreational, cultural, educational, and natural resources of the State through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic health of Vermont is closely linked to its agricultural and forest lands, which not only produce food products, fuel, timber, and other products, but also provide much of Vermont's scenic beauty, upon which the State's tourist and recreation industries depend; and

WHEREAS, it has been the policy of the State of Vermont to foster the conservation of the State's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution #43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and Title 6 V.S.A. Chapter 207, Subchapter 2 (Working Lands Enterprise Program); and

WHEREAS, the conservation of this property as open space land is consistent with and in furtherance of the town plan adopted by the Town of St. Johnsbury, the regional plan adopted by the Northeastern Regional Planning Commission, and the purposes set forth in 10 V.S.A. §§ 821 and 6301;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that **SALLY SCHLUETER and RICHARD PRESCOTT, TRUSTEES OF THE SCHLUETER-PRESCOTT FAMILY REVOCABLE TRUST** of St. Johnsbury, Caledonia County, Vermont, on behalf of themselves and their successors and assigns (hereinafter collectively "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to their full satisfaction by the Vermont Land Trust, Inc., does freely give, grant, sell, convey, and confirm unto the **VERMONT LAND TRUST, INC.**, a Vermont non-profit corporation with its principal office in Montpelier, Washington County, Vermont, and its successors and assigns (hereinafter "Grantee") forever, the development rights and a perpetual conservation easement and restrictions (as more particularly set forth below) in a certain tract of land situated in the Town of St. Johnsbury, CaledoniaCounty, Vermont (hereinafter "Protected Property"), said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights hereby conveyed are rights and interests in real property pursuant to 10 V.S.A. §§ 823 and 6303. The conservation easement and restrictions hereby conveyed to Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and run with the land. Grantee accepts such covenants in order to achieve the Purposes set forth in Section I, below.

I. Purposes of this Grant.

Grantor and Grantee acknowledge that the Purposes of this Grant are generally to contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the State's agricultural, forest and other natural resources through planning, regulation, land acquisition, and tax incentive programs thereby yielding a significant public benefit; and specifically the Purposes of this Grant are as follows:

1. The principal purpose of this Grant is to conserve productive agricultural and wood lands, wildlife habitats, non-commercial recreational opportunities and activities, and other natural resource and scenic values of the Protected Property.

2. Recognizing that conservation of productive forestry resources is a primary purpose 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 Grantee acknowledge that site limitations and biological factors may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs.
b) Conduct forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using the best available management practices in order to prevent soil erosion and to protect water quality.

3. To advance these purposes by conserving the Protected Property because it possesses the following attributes:

a) 342 acres of managed Forest;
b) 1,715 feet of frontage on Route 2, a public highway with scenic vistas;
c) wetlands including seeps, Hemlock-Balsam Fir-Black Ash Seepage Swamps, a Cattail Marsh, and other open, shrub, forested, and seepage wetlands;
d) numerous vernal pools that provide critical breeding habitat for multiple amphibian species;
e) additional wetland, upland, and riparian habitat for wildlife; and
f) streams, including the Moose River and its headwater tributaries, that, with wooded buffers and natural flow, provide an array of ecological benefits including maintaining water quality and providing corridors for species movement.

Grantor and Grantee recognize these agricultural, silvicultural, scenic, and natural resource values of the Protected Property, and share the common purpose of conserving these values by the conveyance of the conservation easement and restrictions and development rights, to prevent the use, fragmentation, or development of the property for any purpose or in any manner which would conflict with the maintenance of these agricultural, silvicultural, scenic, and natural resource values. Grantee accepts such conservation easement and restrictions and development rights in order to conserve these values for present and future generations.

In conveying the development rights, conservation easement and restrictions described herein to Grantee, it is the intent of Grantor and Grantee that the interests conveyed herein may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990.

The purposes set forth above in this Section I are hereinafter collectively referred to as the "Purposes of this Grant."

II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only. No residential, commercial, industrial, motorized recreational or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, or moved onto the Protected Property, except as specifically permitted under this Grant.

2. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantee, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantee may grant permission for Grantor to grant any rights-of-way, easements of ingress or egress,

driveways, roads, utility lines, other easements, or other use restrictions, if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs indicating the name of the Protected Property, boundary markers, directional signs, signs regarding hunting or trespassing on the Protected Property, memorial plaques, temporary signs indicating that the Protected Property is for sale or lease, signs informing the public that any agricultural or timber products are for sale or are being grown on the premises, political or religious signs, and signs informing the public of any rural enterprise approved pursuant to Section III below. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee.

4. The placement, collection, or storage of trash, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee. The on-site storage and spreading of agricultural inputs including, but not limited to, lime, fertilizer, pesticides, compost or manure for agricultural practices and purposes, the storage of feed, and 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 the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. For purposes of this Grant, the Protected Property described in Schedule A hereto is considered to be one (1) parcel of land. Unless otherwise specifically permitted in this Grant, the Protected Property shall not be subdivided, partitioned or conveyed in separate parcels without the prior written approval of Grantee, which approval may be granted, conditioned, or denied in Grantee's sole discretion. Grantee's right to approve a subdivision under this Section II(6) is in addition to, and is not superseded by Grantee's rights to approve a subdivision under any other provision of this Grant permitting a subdivision of the Protected Property.

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

III. Permitted Uses of the Protected Property.

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

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain, and repair fences and gravel or other permeable surfaced access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantor shall obtain Grantee's prior written approval to clearcut forest land to establish fields, orchards or pastures. Grantee's approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant.

2. The right to conduct maple sugaring operations on the Protected Property and the right to harvest firewood for use on the Protected Propertyor on the other land excluded from the Protected Property as described in Schedule A attached hereto and incorporated herein; provided the excluded land is owned by the owner of the Protected Property.

3. The right to perform other forest management activities, and to harvest timber and other wood products in accordance with a Forestry Plan as defined in Section VI below. Nothing

in this clause shall be interpreted to require Grantor to harvest a treatment unit (as defined in Section VI, below), 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. Any harvesting of wood products shall be conducted in accordance with the "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" ("AMPs"), a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 and revised effective October 22, 2016 (or such successor standard approved by Grantee).

4. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by Grantee. Grantee's 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 structures and shall not otherwise be unreasonably withheld or conditioned, provided that the structure or facility is located Grantor shall not deem unreasonable a condition by Grantee 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 Grantee in accordance with this Grant within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantee of their intent to do so. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned; provided, 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 riparian buffers: 1) all those areas within the forested or naturally vegetated portions of the Protected Property lying within fifty feet (50') landward of the tops of the banks of any "stream" as defined by the AMPs, and 2) those areas of the Protected Property lying within fifty feet (50') landward of the tops of banks of the Moose River which are depicted as "Riparian Buffer" on the Schlueter-Prescott Conservation Plan. Riparian buffers shall move with the movement of the streams and the following goals and restrictions shall apply thereto:

The principal goal for management within the riparian buffers is to promote an array of ecological benefits, including but not limited to protecting aquatic and wetland plants and animals from disturbance; maintaining water quality; providing important terrestrial and aquatic plant and animal habitat; and providing organic matter, nutrients, shade, and large diameter coarse woody debris 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 riparian buffers 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 above. There shall be no agricultural activities (including without limitation the grazing or pasturing of animals) within the riparian buffers, except as may be approved in Grantee's sole discretion. With respect to riparian buffers in agricultural areas, Grantor may develop and submit to Grantee for its approval, in the Grantee's sole discretion, a buffer management plan to address the manner in which the riparian buffer management goals described herein shall be attained.

6. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-motorized, non-commercial recreational activities within and across the Protected Property. Non-commercial snowmobiling may be permitted at the discretion of Grantor. All-terrain vehicles may be permitted by Grantor only in those circumstances as expressly provided in Section III(8) below.

7. The right to conduct rural enterprises consistent with the Purposes of this Grant, especially the economically viable use of the Protected Property for agriculture, forestry and open space and the conservation of agriculturally and silviculturally productive land. In connection with such rural

enterprises, the right to construct, maintain, repair, enlarge, replace and use permitted structures with associated utility services, drives and appurtenant improvements within a designated complex permitted by this Section III. These structures shall be non-residential and not inconsistent in number, nature, size and intensity of use of each such structure or improvement with the Purposes of this Grant. No use or structure contemplated under this Section III(7) shall be commenced, constructed or located without first securing the prior written approval of Grantee, which approval Grantee may deny or condition in its sole discretion. All structures and uses shall conform with all applicable local, state and federal ordinances, statutes and regulations. Grantee's approval may be conditioned upon, without limitation, receipt of copies of any necessary governmental permits and approvals that Grantor obtains for such use or construction.

8. The right to use all-terrain vehicles on the Protected Property provided no undue adverse impacts occur on the Protected Property as a consequence of such use (including but not limited to rutting, erosion, water quality degradation, and impacts to sensitive natural resources and/or the attributes listed in Section I, above). Grantee shall have the right to prohibit the use of all-terrain vehicles on the Protected Property if such all-terrain vehicle use has, or has the potential to have, an undue adverse impact on the Protected Property in light of the Purposes of this Grant as determined by Grantee in its sole discretion.

9. The right to construct, maintain, repair, replace, relocate, improve and use systems for disposal of human waste and for supply of water for human consumption (collectively "Systems") on the Protected Property for not more than two single-family residences which may be located on land owned by the original Grantor herein at the date of this Grant but excluded from the Protected Property under Schedule A hereto ("Exclusion").

Any such Systems may be constructed, maintained, operated, repaired, replaced, relocated or improved on the Protected Property only if there does not exist within the Exclusion any suitable location for such Systems, under the Vermont Department of Environmental Conservation Wastewater System and Potable Water Supply Rules or the then applicable law or regulations governing Systems (collectively "the Rules"), as determined by a person authorized to make such determination under the Rules retained at Grantor's sole cost and expense. Grantor shall first obtain the written approval of Grantee for the location, relocation, replacement or improvement of such Systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

a) All reasonable attempts to locate, relocate, replace or improve the Systems within the Exclusion in a manner that complies with the then current Rules are exhausted; and
b) Such Systems are located in a manner consistent with the Purposes of this Grant and especially minimize the loss of agricultural soils; and,
c) Such Systems are designed by a person authorized to do so under the Rules retained at Grantor's sole cost and expense, certified by such person as complying with the Rules, installed in compliance with the Rules, certified by person authorized to do so under the Rules as being installed in accordance with the certified design and approved in accordance with all the then applicable Rules.

After Grantor has obtained Grantee's approval for Systems serving any Exclusion, Grantor shall have the right to convey legal access to the successor owners of the Exclusion for construction, operation and maintenance of the Systems as an appurtenance only to the Exclusion.

10. The right to construct, use, maintain, repair and replace one (1) fully enclosed camp being no more than fifteen (15) feet high as measured from the average undisturbed ground level to the roof peak and having a footprint of no more than 800 square feet including decks and porches, provided, however, that any such camp shall be used exclusively for non-commercial, periodic camping, hunting and recreational purposes, and not for permanent occupancy, and shall not have commercial utility services or an access road improved beyond what is minimally required to afford reasonable vehicular access. Alternatively, Grantee may approve a camp having different dimensions; provided, however that such camp shall have an aggregate total exterior wall surface area from undisturbed ground level to stud wall height, excluding gables and roof, of no more than 800 square feet. Grantor shall notify Grantee in writing prior to commencing construction on the camp, relocating it or enlarging it so that Grantee may review and approve the proposed location, dimensions and access of the camp which approval shall not be unreasonably withheld or conditioned, provided that the dimensions and access of the camp are in compliance with this section and are located in a manner consistent with the Purposes of this Grant.

11. The right to construct, repair, maintain, and use a minimal number of minor structures (for example: deer stands, gazebos, hunting blinds, lean-tos, Adirondack shelters, tent platforms, tree houses, children's play houses, privies, kiosks, outdoor fireplaces) on the Protected Property provided

that such structures shall not have any access roads or drives, utility services or facilities, waste disposal systems, or plumbing, and shall not be used for year-round, continuous residential occupancy or for any commercial activity of any nature (except as Grantee may permit in its sole discretion pursuant to the rural enterprises clause in Section III) and shall not exceed 300 square feet of floor space and fifteen feet in height. Grantor shall secure the written approval of Grantee prior to the construction of any such minor structure, which approval shall not be unreasonably withheld or conditioned, provided that the structure complies with the requirements of this Section III(12) and the number and location of such structures are consistent with the Purposes of this Grant.

12. The right to use, maintain and repair the existing residential driveway and the right to construct, use, maintain, repair and replace customary residential utilities all within a single corridor not exceeding fifty feet (50') in width extending across the Protected Property from the westerly side of U.S. Route 2 for the use and benefit of not more than two (2) single family dwellings which may be located on the six and three-tenths (6.3) acre parcel of land excluded from this Grant and more particularly described in Schedule A attached hereto and incorporated herein. Also, in the event ownership of said excluded parcel is separated from ownership of the Protected Property, the right to convey or reserve easements for a right of way for ingress and egress on and over said existing driveway as well as for said customary residential utilities, all within said corridor, for the benefit of not more than two (2) single family dwellings which may be located on said excluded parcel. Said easement corridor shall not exceed fifty feet (50') in width or the minimum width required under applicable state and local regulations, whichever is greater. Prior to constructing any such utilities and prior to conveying any such easements, Grantor shall obtain the written approval of Grantee, which approval shall not be unreasonably withheld or conditioned provided, that the proposed utility or easement is located in the area generally depicted as "ROW" on the Schlueter-Prescott Conservation Plan described in said Schedule A, and its design and configuration are consistent with the Purposes of this Grant and otherwise complies with this Section III(12).

IV. 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 as four areas including Hemlock-Balsam Fir Black-Ash Seepage Swamps and a Cattail Marsh, and is generally depicted as "WPZ" on the Schlueter-Prescott Conservation Plan. The boundaries of the WPZ may be changed from time to time by mutual agreement of Grantor and Grantee/s, as established by and depicted on a new Conservation Plan signed by Grantor and Grantee/s and maintained on file with Grantee VLT.

Within the WPZ, the goals, prescriptions, and restrictions of this Section are in addition to the provisions of Sections II, III and VI of this Grant, and where inconsistent, the provisions of this Section VII 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 Grantee's 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 Grantee in its sole discretion.

4. All forest management activities shall be conducted pursuant to a forest management plan that is consistent with the Purposes of this Grant and this Section V. Without limiting the foregoing, the installation of new roads and trails shall require Grantee's prior written approval.

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

V. Vernal Pool Ecological Protection Zone

The Vernal Pool Ecological Protection Zone consists of four (4) vernal pools of statewide significance, and the area around them, including additional vernal pool habitat, which is described below and generally depicted as "EPZ Primary Zone" and "EPZ Secondary Zone" on the Schlueter-Prescott Conservation Plan (together hereinafter referred to as "the EPZ"). The purpose and goal of the EPZ is to provide and maintain high quality amphibian habitat, including critical breeding habitat ("the Goals"), by promoting and maintaining high levels of shade and coarse woody debris. The Grantee, in its sole discretion, may release from the provisions of this Section V all or a portion of the EPZ if the Grantee determines that it ceases to function in a way that meets the Goals, or if the Grantee determines that new scientific knowledge indicates that the limitations and restrictions of this Section are no longer necessary to meet the Goals.

The EPZ Primary Zone shall be subject to the following limitations and restrictions which shall supersede the provisions of Sections II, III and VI of this Grant to the extent these limitations and restrictions are inconsistent with those sections:

EPZ Primary Zone: Each vernal pool and the area within its surrounding 100-foot radius as measured from each pool's edges is the Primary Zone of the EPZ. There shall be no agricultural activity within the Primary Zone other than the collection of maple sap for maple sugaring operations which may be approved or conditioned by Grantee in its sole discretion. No new structures, land disturbance or improvements, with the exception of pedestrian trails as provided for in Section III(5) above, shall be permitted within the Primary Zone. Within the Primary Zone there shall be no removal of standing timber or downed wood or disturbance to the pool's hydrology. The only forest management activities which may take place within the Primary Zone, after first receiving the written approval of the Grantee, which may be granted, conditioned or denied in Grantee's sole discretion, shall be the control of exotic species and activities that enhance amphibian habitat. Any existing structures, roads and log landings may remain but only in their current locations and shall not be altered, expanded or improved beyond their current condition, but relocation may be permitted with the prior written approval of Grantee, which approval may be granted, conditioned or denied in Grantee's sole discretion. New roads for timber harvest may be approved within the Primary Zone by the Grantee if in its sole discretion it determines that there is no other location that can practically meet the same purpose.

In the event a total prohibition against harvesting and limitations upon forest management activities within the Primary Zone affects the eligibility of the Primary Zone for enrollment in the State of Vermont's Use Value Appraisal program, or similar successor program, then those foregoing restrictions which affect such eligibility shall not apply and, instead, only such minimal harvesting and other forest management activities as are required to maintain such eligibility shall be permitted within the Primary Zone.

The Secondary Zone of the EPZ is the forested area lying within an additional 500-foot zone outward from each Primary Zone, as depicted on the Schlueter-Prescott Plan. Within the Secondary Zone firewood may be harvested as permitted under Section III(2), above. Other timber harvesting is permitted but amphibian habitat needs, such as coarse woody debris and shade, shall be addressed in the preparation of forest management plans which shall explicitly state what prescriptions have been imposed to protect and enhance amphibian habitat.

VI Forest Management Plans

As provided in Section III(3), above, Grantor shall not harvest timber or other wood products (except for maple sugar production and the cutting of firewood for use on the Protected Property or on the other land excluded from the Protected Property as described in Schedule A attached hereto and incorporated herein.) without first developing and submitting to Grantee for its approval, a Forest Management Plan for the Protected Property (hereinafter the "Forestry Plan"). All updates, amendments, or other changes to the Forestry Plan shall be submitted to Grantee for its approval prior to any harvesting. The Forestry Plan as updated, amended, or changed from time-to-time is hereinafter referred to as the "Amended Forestry Plan." Grantee's approval of the Forestry Plan and any Amended Forestry Plan shall not be unreasonably withheld or conditioned, if the Forestry Plan or Amended Forestry Plan has been approved by a professional forester and if the Forestry Plan and the Amended Forestry Plan are consistent with the Purposes of this Grant, and in particular, the pimarypurpose set forth in Section I(1). Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists, or other experts as Grantee may select to determine whether the Forestry Plan or Amended Forestry Plan would be detrimental to the values identified in Section I. The Forestry Plan and any Amended Forestry Plan shall be consistent with the Purposes of this Grant and shall include at least the

following elements and notices (except that those elements of the Forestry Plan or Amended Forestry Plan which do not change need not be re-submitted in updates, amendments or changes to the Forestry Plan):

a) Grantor's forest management objectives;
b) An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
c) Forest stand ("treatment unit") descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules);
d) Plant and wildlife considerations (identification of known significant habitats and management recommendations);
e) Aesthetic and recreational considerations (impact on viewsheds from public roads, trails, and places);
f) Historic and cultural resource considerations (identification of known resources and associated management recommendations);
g) Management practices to be applied within WPZ in accordance with the goals and requirements of Section IV above; and
h) Management practices to be applied within the Vernal Pool EPZ, established in Section V, 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 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 (5) years from the prescription schedule set forth in the Forestry Plan as approved by Grantee. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, fire or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forestry Plan for Grantee's approval prior to conducting any alternative treatment.

Disapproval by Grantee of a Forestry Plan or an Amended Forestry Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantee, however, may approve a Forestry Plan or an Amended Forestry Plan in its discretion if consistent with the Purposes of this Grant, such as to permit the planting of different species of trees, promote natural regeneration, or establish or re-establish a field, orchard, or pasture. Grantee may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists, or other experts as Grantee may select to determine whether the Forestry Plan or Amended Forestry Plan would be detrimental to the values identified in Section I. "Heavy cut" shall mean the harvesting of wood products below the "C-Line" or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Service Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantee.

VII. Enforcement of the Covenants and Restrictions.

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance via 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. If Grantee, in its sole discretion, determines that the event or circumstance of noncompliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as provided in the Purposes of this Grant, then Grantee may pursue its rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantee to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantee's request, reimburse Grantee for all such costs incurred in investigating the non-compliance and in securing its correction.

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

Grantor is responsible for the acts and omissions of persons acting on their behalf, at their direction or with their permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantee promptly upon learning of them. Nor shall Grantee institute any enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies against any third party responsible for an event or circumstance of non-compliance with this Grant and Grantor shall, at Grantee's direction, assign theirright of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee their attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief including but not limited to, injunctive relief, as the Court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after termination of said prior owner's ownership of the Protected Property.

VIII. Miscellaneous Provisions.

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

2. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, or the subdivision and separate conveyance of any land excluded from this Grant in Schedule A attached hereto, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of St. Johnsbury and the State of Vermont and at Grantor's sole expense.

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

4. As provided for in Section 1.170A-14(g)(6)(i) of the Treasury Regulations, if a subsequent unexpected change in the conditions surrounding the Protected Property arise in the future which makes impossible or impractical the continued use of the Protected Property for the conservation purposes set forth herein, this Grant may be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. In the event the development rights or conservation restrictions conveyed to Grantee herein are so extinguished or terminated, Grantee shall be entitled to a share of the proceeds of any sale or exchange of the Protected Property formerly subject to this Grant according to the proportional value of Grantee's rights and interests in the Protected Property. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property as a whole, as determined by a qualified appraisal performed at the direction of Grantor effective as of the date of this conveyance in accordance with the requirements for a federal income tax deduction allowable by reason of this Grant pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the proportionate value of Grantee's rights shall remain constant. Grantee shall use any such proceeds in a manner consistent with the conservation purposes of this Grant.

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

6. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, Sally Schlueter and Richard Prescott, Trustees of the Schlueter-Prescott Family Revocable Trust. The term "Grantee" shall include the successors and assigns of the original Grantee, Vermont Land Trust, Inc. The term "family" includes (a) any spouse of Grantor and any persons related to Grantor by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly owned and controlled by Grantor or Grantor's family (as defined herein), (c) any estate of Grantor or Grantor's family, and (d) all owners of a Grantor corporation, partnership, trust or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses of family members.

8. Grantor shall hold harmless, indemnify and defend Grantee from and against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal or hazardous waste/ hazardous substance cleanup laws or the actions or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents.

9. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

10. Grantor and Grantee 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 Grantee; provided that Grantee determines in its 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 Grantee, and shall be recorded in the Town of St. Johnsbury Land Records. Notwithstanding the foregoing, Grantor and Grantee 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.

11. It is further agreed that the Protected Property is accurately depicted and described in both the Schlueter-Prescott Conservation Plan and a Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee. Grantee may use the Schlueter-Prescott Conservation Plan or BDR in enforcing this Grant, but is not limited in its use of the Schlueter-Prescott Conservation Plan and BDR to show a change of conditions.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, **VERMONT LAND TRUST, INC.**, its successors and assigns, to its own use and behoof forever, and the said Grantor, **SALLY SCHLUETER and RICHARD PRESCOTT, TRUSTEES OF THE SCHLUETER-PRESCOTT FAMILY REVOCABLE TRUST**, for themselves and their successors, and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, they are the sole owners of the premises and have good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and they hereby engage to warrant and defend the same against all lawful claims whatever.

We herein set our handsat St. Johnsbury Vermont this 27 day of December, 2018.

GRANTOR

Sally Schlueter, Trustee of the
Schlueter-Prescott Family Revocable Trust.

Richard Prescott, Trustee of the
Schlueter-Prescott Family Revocable Trust

STATE OF VERMONT
Caledonia COUNTY, ss.

At St Johnsbury, this 27th day of December, 2018, Sally Schlueter and Richard Prescott, Trustees of the Schlueter-Prescott Family Revocable Trust personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

Notary Public
My commission expires: 02/10/2019

TOWN CLERK'S OFFICE
Received Dec 27,2018 03:20P
Recorded in VOL: 441 PG: 251-263
Document Number: 31791
Of St. Johnsbury Land Records
ATTEST: Diane Perkins, Asst Town Clerk

(FTR) Return No.----------
32 V.S.A. Chap 231

SCHEDULE A
PROTECTED PROPERTY

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by Warranty Deed of Sally Schlueter and Richard Prescott, duly authorized agents for the Schlueter-Prescott Real Estate, LLC, dated October 15, 2018, and recorded in Book 439, Page 132 of the St. Johnsbury Land Records.

Excepted and excluded from this description of the Protected Property is the following six and three-tenths (6.3) acre parcel of land situated near the southeast corner of

A four-acre parcel..., all bearings are referenced to "Grid North:"

Beginning at the southwest corner of land now or formerly belonging to Joan Spencer Weston et al.; thence proceeding
South 13° East a distance of 50 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 56° West a distance of 375 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 71° West a distance of 250 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 84° West a distance of 275 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 15° East a distance of 65 feet, more or less, along the Protected Property to a point; thence turning and proceeding
South 75° West a distance of 195 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 15° West a distance of 230 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 80° East a distance of 525 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 59° East a distance of 300 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 10° West a distance of 350 feet, more or less, along the Protected Property to a point; thence turning and proceeding
North 79° East a distance of 230 feet, more or less, along the Protected Property to a point on the westerly boundary of Weston et al.; thence turning and proceeding
Southerly a distance of 390 feet, more or less, along the westerly boundary of Weston et al. to the point of beginning.

Meaning and intending to include in this description of the Protected Property all of the Grantor's land with the buildings and improvements thereon lying on the westerly side of U.S. Route 2, in the Town of St. Johnsbury, Vermont, **except as excluded above,** and generally described as containing 386 acres, more or less.

The original Grantor, Sally Schlueter and Richard Prescott, Trustees of the Schlueter-Prescott Family Revocable, for themselves and their successors and assigns, have excluded the above-described 6.3 acre parcel of land with two (2) existing dwellings thereon from the Protected Property fully aware that it is insufficient acreage to enable subdivision and separate conveyance under the St. Johnsbury Zoning Regulations. Grantor, together with their heirs, successors and assigns, assume all risk that: (1) the zoning and subdivision regulations of the Town of St. Johnsbury, as now be in effect or as may be hereafter enacted or amended; and (2) the laws and regulations of the State of Vermont, including but not limited to Act 250 and the Department of Environmental Conservation Wastewater System and Potable Water Supply Rules, may render the excluded parcel undevelopable or unusable for development or subdivision presently contemplated or as may be contemplated in the future. Grantor acknowledges that there are legal constraints on Grantee's ability to alter the excluded parcelin a manner that impacts the Protected Property. In no event shall the Grantee be obligated to amend this Grant or otherwise approve an alternative size, shape or location of the excluded parcelin order to comply with any local or state legal or regulatory requirement for the development, subdivision and use of the excluded parcel or to otherwise enable the development, subdivision or use of the excluded parcel.

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 - Schlueter-Prescott Property, Town of St. Johnsbury, Caledonia Co., VT, December 2018" signed by the Grantor and Grantee (referred to throughout this Grant and its Schedules as "Schlueter-Prescott Conservation Plan"). The Schlueter-Prescott Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Schlueter-Prescott Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Schlueter-Prescott Conservation Plan is kept by Grantee in its Stewardship Office. **The Schlueter-Prescott Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

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

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