

## 2009 CE - Rutter II

GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS, and  
OPTION TO PURCHASE

KNOW ALL PERSONS BY THESE PRESENTS that JONATHAN R. RUTTER and BEVERLY W. RUTTER, both of Bridport, County of Addison, State of Vermont, on behalf of themselves and their heirs, executors, administrators, successors, and assigns (hereinafter "Grantors"), 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 their full satisfaction, do 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 ("VLT"), the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS, an agency of the State of Vermont with its principal offices in Montpelier, Vermont ("VAAFM"), and the VERMONT HOUSING AND CONSERVATION BOARD, an independent board of the State of Vermont with its offices in Montpelier, Vermont ("VHCB"), and their respective successors and assigns (hereinafter collectively "Grantees") as tenants in common, and the UNITED STATES OF AMERICA, by and through the Natural Resources Conservation Service ("NRCS" or "UNITED STATES") acting on behalf of the Commodity Credit Corporation, as detailed more particularly below, forever, the development rights, option to purchase at agricultural value and a perpetual conservation easement and restrictions in certain lands consisting of 93.4 acres, more or less, with the buildings and improvements situated thereon (hereinafter "Protected Property") located in the Town of Bridport, County of Addison, State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

Under the authority of the Farm and Ranch Lands Protection Program, the UNITED STATES is also a grantee. However, the UNITED STATES will only exercise its rights as grantee under this Grant as set forth in Section VI. The purpose of the Federal Farm and Ranch Lands Protection Program is to purchase grants of development rights and conservation restrictions on land with prime, unique, or other productive soils for the purpose of protecting topsoil from conversion to nonagricultural uses (16 USC 3838h and 3838i).

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantors herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights and option hereby conveyed are rights and interests in real property pursuant to Title 10 V.S.A. §§ 823 and 6303. The conservation restrictions hereby conveyed to Grantees consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below, to the extent those acts relate to Grantors and not exclusively to Grantees. Grantors and Grantees acknowledge that the conservation restrictions constitute a servitude upon the land and run with the land.

## I. Purposes of the Grant.

Grantors and Grantees acknowledge that the Purposes of this Grant are as follows:

1. Consistent with the goals set forth in 10 V.S.A. §§ 821 and 6301, the primary purpose of this Grant is to conserve productive agricultural and forestry lands and soil resources in order to facilitate active and economically viable farm use of the Protected Property now and in the future.
2. As a secondary objective, to conserve scenic and natural resources associated with the Protected Property, to improve the quality of life for Vermonters, and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside.
3. The objective of encouraging sustainable management of soil resources will be further advanced by the Grantors' agreement to work cooperatively with NRCS to limit soil erosion on highly erodible land ("HEL") in accordance with NRCS standards.
4. The objective of ensuring that working and productive agricultural lands remain available for production agriculture, affordable and owned by individuals actively engaged in farming will be further advanced by the Option to Purchase at Agricultural Value, as incorporated below.
5. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:
  - a) 76 acres of agricultural soils of statewide significance;
  - b) 27.5 acres of state-significant Clayplain Forest, a rare natural community in Vermont, of which 19.5 acres is woodland, 8 acres is wetland and 3 acres is

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- forested wetland;
- c) 12 acres of wetland not included within the Clayplain Forest;
  - d) 1,513 feet of frontage on Middle Road, a public highway with scenic vistas;
  - e) in the vicinity of four (4) other properties previously protected by Grantees; and
  - f) 3,567 feet of frontage on the East Branch of Dead Creek.

Grantors and Grantees recognize these agricultural, silvicultural, scenic, and natural values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation restrictions, development rights, and option to purchase, to prevent the use, fragmentation, or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of these agricultural, silvicultural, scenic, and natural values. Grantors and Grantees also recognize that the objectives of ensuring that working and productive agricultural lands remain available for production agriculture, affordable and owned by persons actively engaged in farming will be further advanced by the Option to Purchase at Agricultural Value, as incorporated below. Grantees accept such conservation restrictions, development rights and option to purchase in order to conserve these values for present and future generations and to ensure resale of the Protected Property at its agricultural value.

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

II. Restricted Uses of Protected Property.

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

1. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, or moved onto the Protected Property, except as specifically permitted under this Grant. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only.
2. Each time that the agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantors shall cooperate with Grantees, at Grantees' request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantors shall permit access to the fallow land by Grantees and Grantees' contractors to crop, mow, or brush-hog. No obligation is hereby imposed upon Grantors or Grantees to maintain the fallow land in an open condition or in active agricultural use.
3. No rights-of-way, or easements for ingress or egress, driveways, roads, utilities, or other easements or rights shall be constructed, developed, granted, 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, and as appear of record prior to the date of this Grant. Grantees may grant permission for any rights-of-way, or easements for ingress or egress, driveways, roads, utilities, other easements or rights, if they determine, in their sole discretion, that any such rights-of-way, easements for ingress or egress, driveways, roads, utilities, other easements or rights are consistent with the Purposes of this Grant.
4. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property. Grantors, however, may erect and maintain reasonable: (a) signs indicating the name of the Protected Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Protected Property or signs otherwise regarding public access to the Protected Property, (e) memorial plaques, (f) temporary signs indicating that the Protected Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Protected Property, (h) political or religious signs, or (i) signs informing the public of any rural enterprise approved pursuant to Section III below. Grantees, with the permission of Grantors, may erect and maintain signs designating the Protected Property as land under the protection of Grantees.
5. The placement, collection, or storage of trash, refuse, 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 Grantees, in their sole discretion. 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

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receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

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

7. As required by section 12381 of the Food Security Act of 1985, as amended, the Grantors shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan for highly erodible land ("conservation plan") prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on November 20, 2009. However, the Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantors, in order to monitor compliance with the conservation plan.

8. In the event of non-compliance with the conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, NRCS will inform Grantee VHCB of the Grantors' non-compliance. Grantee VHCB shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the HEL conservation plan, (b) NRCS has worked with the Grantors to correct such non-compliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations.

9. If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantors to develop and implement a revised HEL conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantors may be or become subject.

10. The Protected Property shall not be subdivided or conveyed in separate parcels, nor shall ownership of the buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees' sole discretion except as otherwise specifically permitted in this Grant.

11. 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. Grantors 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.

12. Impervious surfaces, whether existing or permitted, including pavement, flooring, rooftops and any other surface which prevents the direct percolation of water into the ground, shall not exceed 2% of the area of the Protected Property. This limit does not include NRCS approved conservation practices on the Protected Property.

### III. Permitted Uses of the Protected Property.

Grantors 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 Grantors shall obtain Grantees'

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prior written approval to clearcut forest land to establish fields, orchards or pastures. Grantees' 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, and the right to harvest timber and other wood products, together with the right to construct and maintain roads necessary for both such activities, in accordance with sound forestry practices and in accordance with a forest management plan for which Grantors have received the prior written approval of Grantees. Grantors may conduct maple sugaring operations, and may harvest firewood for heating residences and structures located on the Protected Property, both on existing woods roads only, without submission and approval of a plan. Grantees' approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans are consistent with the Purposes of this Grant.

3. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use new and existing barns, sugar houses, or similar non-residential structures or facilities, together with necessary access drives and utilities for agricultural and forestry uses, on the Protected Property; provided, however, that (a) the structures are used exclusively for agricultural or forestry 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 surrounding the structures 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. Grantors shall not deem unreasonable a condition by Grantees that certain structures must be located within an existing complex or a complex which may be designated in the future as provided in this Section III.

4. 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 Grantors do not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantors may disturb the natural water flow over the Protected Property in order 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. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

5. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-commercial, non-motorized recreational activities within and across the Protected Property, all in a manner consistent with the Purposes of this Grant. Non-commercial snowmobiling may be permitted at the discretion of Grantors.

6. 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 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. Grantees may approve a new, non-residential, structure for an approved rural enterprise only if an existing structure is not suitable and the new structure is:

- a) located within a permitted designated complex;
- b) fewer than 1500 square feet as an exterior measure of the footprint and no more than 25 feet from the lowest undisturbed ground level to the roof peak;
- c) inclusive of all storage space so that no part of the business is conducted outside of the structure;
- d) of a nature, intensity, scope, size, appearance, type and quantity compatible with the existing agricultural structures;
- e) located in a way that minimizes negative impact on future operations and expansion of agricultural uses, does not interfere with current agricultural operations and does not displace farm or forestry storage, use or functions;
- f) non-residential; and
- g) not inconsistent with the Purposes of this Grant.

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No use or structure contemplated under this Section III(6) shall be commenced, constructed or located without first securing the prior written approval of Grantees, which approval Grantees may deny or condition in their sole discretion. All structures and uses shall conform with all applicable local, state and federal ordinances, statutes and regulations. Grantees' approval may be conditioned upon, without limitation, receipt of copies of any necessary governmental permits and approvals that Grantors obtain for such use or construction. Grantee VHCBC shall not approve a new structure for a non-agricultural approved rural enterprise unless the proposed structure meets factors (a) through (g), above. However, VHCBC may waive factors (b), (c) or (d) if the Grantees determine that the unique circumstances of the situation warrant waiver and approval.

7. 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 one single-family residence which may be located on land owned by the original Grantors 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 designated Exclusion any suitable location for such systems, under the then applicable law or regulations, as determined by a licensed designer as defined in the wastewater system and potable water supply rules, retained at Grantors' sole cost and expense. Grantors shall first obtain the written approval of Grantees 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 law and regulations 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 licensed designer as defined in the wastewater system and potable water supply rules retained at Grantors' sole cost and expense, certified by the licensed designer as complying with the wastewater system and potable water supply rules, installed in compliance with the wastewater system and potable water supply rules, certified by an installer or licensed designer as being installed in accordance with the certified design and approved in accordance with all the then applicable State and Local ordinances, statutes and regulations.

After Grantors have obtained Grantees' approval for systems serving any Exclusion, Grantors 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.

8. The right to construct, use, maintain, repair and replace one (1) tent platform, lean-to or Adirondack shelter not to exceed 300 square feet in area provided, however, that any such structure 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 any improved access road. Grantors shall notify Grantees in writing prior to commencing the placement, construction or relocation of such permitted structure so that Grantees may review and approve the proposed location and dimensions of the structure, in order to ensure that the dimensions of the structure are in compliance with this section and it is located in a manner consistent with the Purposes of this Grant. In addition, Grantors may place a limited number of small hunting blinds on the Property in order to carry-out permitted hunting activities, provided that the location of such blinds must be consistent with the Purposes of this Grant.

9. The right to convey a right of way for ingress and egress, together with customary residential utilities from the southerly side of Middle Road to not more than one single family dwelling which may be located on the 5.01 acre parcel of land excluded from this Grant, as more particularly described in Schedule A, together with the right to construct, maintain, repair and use a residential driveway of sufficient width to comply with state and local regulations across said right of way. Said right of way together with said utility corridor shall not exceed fifty (50) feet in width. Prior to conveying such right of way and prior to commencing construction on the driveway or utility corridor, Grantors shall obtain the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned, provided, however, that such right of way is located in the area generally depicted as "ROW" on the Rutter II Farm Plan described in Schedule A and incorporated herein, and is consistent with the Purposes of this Grant and otherwise complies with this Section III(9).

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IV. Special Treatment Area.

The Special Treatment Area consists of a state-significant Clayplain Forest, a rare natural community in Vermont. The forest is found in an area of approximately 27.5 acres, and is depicted as "Special Treatment Area" on the Rutter II Farm Plan (hereafter "the STA").

Within the STA described herein, the goals, prescriptions and restrictions of this Section IV are in addition to the provisions of Sections II and III, and where inconsistent, the provisions of this Section IV shall supersede the provisions of Sections II and III:

Within the STA the following restrictions shall apply:

1. Protection of the ecological values of the Valley Clayplain Forest shall be Grantors' highest priority in planning and conducting all activities within the STA. Forest management prescriptions within the STA shall be planned and implemented with the goal of perpetuating the Valley Clayplain Forest and other natural communities of statewide significance.
2. All forest management activities planned and conducted within the STA, including the silvicultural system, harvest timing, equipment employed, and harvest intensity, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural structure and species composition of the Valley Clayplain Forest and other natural communities present.
3. All timber management activities shall be subject to a forest management plan that is consistent with the Purposes of this Grant and this Section IV. Any such activities must comply with the provisions of the publication, "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont" (AMPs) or successor publications adopted by the Department of Forests, Parks and Recreation to meet the requirements of the "Vermont Water Quality Standards." The forest management plan shall rely on the best current biological and silvicultural science to determine appropriate management methods. Grantors and Grantees understand that uneven aged management via single tree and small group selection, conducted under winter conditions is the silvicultural treatment that meets the objectives of this Section IV as of the date of this Grant ("Preferred Treatment").
4. Approval of a forest management plan submitted to Grantees pursuant to Section III(2), above, shall not be unreasonably withheld or conditioned, if such plans are consistent with the Purposes of this Grant and with the provisions of this Section IV and if such plans have been approved by a professional forester. In their reasonable discretion, Grantees may permit a silvicultural treatment of the STA other than the Preferred Treatment, provided Grantors demonstrate to Grantees' satisfaction that the alternative treatment is consistent with the Purposes of the Grant and this Section IV, and that the treatment will achieve the objectives set forth in paragraphs (2) and (3), above.
5. All agricultural activities planned and conducted within the STA, shall be focused on the goals of retaining soil integrity, natural hydrology, water quality values, and the natural structure and species composition of the Valley Clayplain Forest and other natural communities present. Prior to conducting any agricultural activities within the STA, Grantors shall secure the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned, if such activities are consistent with the Purposes of this Grant and with the provisions of this Section IV.

V. Enforcement of the Restrictions.

Grantees shall make reasonable efforts from time to time to assure compliance by Grantors 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 a Grantee becomes aware of an event or circumstance of non-compliance with this Grant, Grantee shall give notice to Grantors and the other Grantees of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by Grantors sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantees to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantors shall, at Grantees' request, reimburse

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Grantees for all such costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of 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 Grantors have failed to comply with this Grant, Grantors 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 a Grantee initiates litigation and the court determines that Grantors have not failed to comply with this Grant and that one or more of Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee(s) who commenced the court proceedings shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees; provided, however, that this clause shall not apply to the VAAFM and the United States. 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, 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 by Grantors 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 terminated.

#### VI. Rights of United States of America.

Under this Grant, the same rights are granted to the United States that are granted to the Grantees. However, the Secretary of the United States Department of Agriculture ("the Secretary") on behalf of the United States, will only exercise these rights if Grantees violate the following covenants and agreements.

Grantees and the Secretary covenant and agree that:

1. Grantee VHCB shall not voluntarily terminate, transfer or otherwise divest itself of all right, title or interest in this Grant without the prior, written consent of the Secretary. In the event that VHCB attempts to terminate, transfer or otherwise divest itself of all right, title or interest in this Grant without the prior written consent of the Secretary and payment of consideration to the United States, then at the option of the United States, all of VHCB's right, title and interest in this Grant shall become vested in the United States.
2. Grantees shall periodically monitor the Protected Property to assure compliance with the terms and conditions of this Grant and, if an event of non-compliance or violation is discovered, Grantees shall take all reasonable steps to secure compliance with this Grant, including efforts at securing voluntary compliance and, if necessary, appropriate legal action.
3. In the event that Grantees fail to enforce any of the terms of this Grant, the United States has a right to enforce this Grant, which shall be exercised by mailing a written notice (the "Notice") by certified mail to Grantees or the last known address of any successors or assigns. Said Notice shall declare that the right of enforcement is being exercised and shall state the specific event of non-compliance which caused the action. Except in the case of imminent harm, Grantees shall have a period of sixty (60) days from the date of their receipt of said Notice to correct the non-compliance. If, in the opinion of the United States, the non-compliance is not cured within said sixty (60) day period, the United States' right of enforcement shall become final. In cases where imminent harm may occur to the conservation values being protected or to the easement itself, the United States reserves the right to waive the period to cure. In these cases, the United States will still send written notification to the Grantees that the United States' rights are being exercised and the reasons therefor.
4. On behalf of Grantees, VHCB shall provide written notice to NRCS of all proposed amendments to this Grant and, pursuant to Section VIII(15), shall obtain NRCS approval for all

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amendments. Any such amendment shall be consistent with the Purposes of this Grant.

5. If this Grant is extinguished, terminated or condemned, in whole or in part, then VHCB and the United States are each entitled to a proportional share of the amount of sale proceeds or condemnation award received by VHCB pursuant to Section VIII(5) of this Grant, provided that such amount is based on the fair market value of VHCB's interest in the Protected Property on the date of extinguishment or condemnation. The proportional share of the United States in the fair market value of VHCB's interest in this Grant is fifty percent (50%) so the proportional share applicable to the amount of sale proceeds or condemnation award received by VHCB shall be 50% for VHCB and 50% for the United States.

Except as provided in Section VI(1), the rights of the United States contained in this Section shall not terminate or otherwise alter Grantees' interests in this Grant.

VII. Option to Purchase at Agricultural Value.

Grantees shall have an option to purchase the Protected Property at its agricultural value in accordance with the terms and provisions of this Section VII ("this Option"). This Option is an integral part of this Grant and constitutes a restriction and a right and interest in real property that runs with the land. This Option shall be perpetual in duration and is given on the following terms and conditions.

1. Option Trigger. Grantors shall not sell, transfer or convey the Protected Property, in whole or in part, without first offering the Protected Property for sale to Grantees pursuant to this Section VII; provided, however, that the following described transactions shall not trigger Grantees' rights under this Option:

- a) Any mortgage, pledge, or other assignment of the Protected Property to a lender as security for indebtedness, provided the Grantees' interest under this Option is treated as an interest in real estate such that in the event of foreclosure Grantees are deemed necessary parties defendant in such foreclosure case and have the right to redeem the Protected Property from the foreclosure action; and
- b) Any conveyance by the Grantors to Grantors' family, as the latter term is defined in Section VIII below, by gift, inheritance, sale or other transfer; and
- c) Any conveyance of the Protected Property to a person who presently earns at least one-half of his or her annual gross income from the "business of farming," as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection with the farming operations on the Protected Property, will continue to earn at least one-half of his or her annual gross income from the "business of farming" ("a Qualified Farmer"); and
- d) Any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Grantees, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the Protected Property following exercise of this Option.

This Option shall apply to all other sales and conveyances of the Protected Property, including any sale or conveyance of any interest in the Protected Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other holding entity.

2. Notice of Intent to Sell. Whenever Grantors receive an offer from a person or persons ("Buyer") to purchase or lease for a term in excess of fifteen (15) years, including renewal rights, all or any part of the Protected Property including an offer involving property other than the Protected Property ("the Offer"), and Grantors accept the Offer subject to this Option, Grantors shall deliver to Grantees at their principal places of business by certified mail, return receipt requested a Notice of Intent to Sell, which notice shall include:

- a) A complete duplicate of the Offer, together with such other instruments as may be required to show the bona fides of the Offer; and

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- b) A written description of the Buyer's training and experience as an agricultural producer and an agricultural business plan for the Protected Property, including a description of the agricultural activities to be conducted or facilitated by Buyer, proposed improvements to the Protected Property, and a statement of anticipated agricultural income and expenses for the three-year period following Buyer's acquisition of the Protected Property or, if Buyer has no such training and experience or intention of operating an agricultural business on the Protected Property, a written statement to that effect; and
- c) If the Buyer is purported to be a Qualified Farmer or family member, the documents necessary to establish the Buyer as such, including the Buyer's most recent federal income tax filing, if applicable; and
- d) The Grantors' current mailing address.

information delivered to Grantees pursuant to this clause shall remain confidential and shall not be released to any person or entity not a party to this Grant, without the prior consent of Grantors.

3. Exercise of Option. This Option may be exercised by Grantees as follows:

- a) A Grantee shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice of Intent to Sell described in Section VII(2); failure by a Grantee to provide such notice shall constitute a waiver of its rights under this Option; and
- b) Thereafter, Grantors and Grantee shall fix the purchase price for the Protected Property by establishing a Price Agreement in the manner described in Section VII(4), below.
- c) A Grantee shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Grantors' and Grantee's establishment of the Price Agreement.

Notices required by this Section VII(3) shall be delivered to Grantors either personally or by certified mail, return receipt requested to the address provided by Grantors in the Notice of Intent to Sell described in Section VII(2), above. In the event that more than one Grantee exercises this Option, the Vermont Land Trust, Inc. shall have first priority, the Vermont Housing and Conservation Board second priority, and the Vermont Agency of Agriculture, Food and Markets third priority. The Grantee with highest priority which exercises this Option is hereafter referred to in Sections VII(4), (5) and (6) as "Grantee."

4. Purchase Price. The Purchase Price shall be determined by mutual agreement of Grantors and Grantee; provided that if no such agreement can be reached, the purchase price of the land only shall be the greater of:

- a-1) \$83,000.00 plus an inflation adjustment determined by multiplying the foregoing value by 1 (one) plus the fractional increase calculated from the date hereof in the Consumer Price Index for all Urban Consumers, Northeast, All Items published by the Bureau of Labor Statistics, U.S. Department of Labor, or a successor index published by the United States government to the date of the Offer; or
- a-2) The full fair market value of all Protected Property land subject to the Offer (including the site of any structures) assuming its highest and best use is commercial agricultural production commonly occurring within the market area where the Protected Property is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantors and Grantee, with the expense of such appraisal divided equally between Grantors and Grantee. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by the Grant.

With respect to any agricultural, forestry or minor incidental structures and improvements in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

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- b) The value of all such structures and improvements on the Protected Property as of the date of the Offer excluding all land (which is included in the Section VII(4)(a) valuation, above). The value of the structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Grantors and Grantee, with the expense of such appraisal divided equally between Grantors and Grantee.

Grantors and Grantee shall establish the Purchase Price by either entering into a written agreement fixing the Purchase Price as provided in this Section VII(4), within ten working days of reaching mutual agreement or, if no such agreement is reached, the Purchase Price shall be based upon the appraised values which shall be the Purchase Price unless another Purchase Price is mutually agreed upon in writing by the parties within ten working days after the last party's receipt of the appraisals. The passage of said ten working days shall constitute the effective date of establishing the Purchase Price. ("Price Agreement")

5. **Entry onto the Protected Property.** After receiving the notice from Grantors described in Section VII(2), above, and upon reasonable notice to the Grantors, the Grantee shall have the right to enter upon the Protected Property from time to time for the purpose of preparing for the purchase and disposition of the Protected Property, including but not limited to preparing appraisals, conducting soils tests or engineering studies, advertising, showing prospective buyers or assignees, or obtaining other information about the Protected Property. Grantee's entry onto or testing of the Protected Property shall be conducted in a manner that minimizes any disturbance to the land and to the use and enjoyment of the Protected Property by the Grantors or any tenants in possession.

6. **Closing of the Purchase.** If this Option is exercised, the parties shall close on the sale on or before thirty (30) days from the delivery of the Notice of Intent to Purchase described in Section VII(3)(c), above, unless otherwise agreed. The following conditions shall apply to said closing:

- a) Grantors shall, by Vermont Warranty Deed, deliver good, clear, record and marketable title to the Grantee, free of all liens or other encumbrances (including discharge or release of outstanding mortgages), sufficient for the Grantee to secure title insurance at Grantee's sole expense. Grantee agrees to accept title subject to (i) customary utility distribution easements, (ii) rights of the public to use roads laid out by municipalities, the state or federal government, (iii) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Protected Property; and (iv) the terms and conditions of this Grant. The state of title to the Protected Property shall be determined by a title examination paid for by the Grantee.
- b) Grantors agree to use reasonable efforts to deliver marketable title as set forth in Section VII(6)(a), above. In the event Grantors are unable to give marketable title, then the Grantee may elect to terminate its exercise of this Option. The Grantee shall have the right to elect to accept such title as Grantors can deliver and to pay the purchase price without reduction.
- c) Grantors agree to obtain at their sole expense any and all permits and approvals required under law or regulation for the conveyance of the Protected Property to Grantee under this Option. The parties shall extend the closing date as necessary to enable Grantors to obtain all such final permits and approvals.
- d) Grantors represent to Grantee that Grantors are not aware of any hazardous waste having been dumped or placed upon the Protected Property. Grantors will update this representation in writing upon the Grantee's delivery of the Notice of Intent to Exercise described in Section VII(3)(a), above. Grantors agree that the Grantee may, at the Grantee's expense, perform any and all tests and/or inspections necessary to confirm these representations. In the event that the Grantee discovers that hazardous wastes have been dumped or placed upon the Protected Property, the Grantee may at the Grantee's option declare its exercise of this Option to be null and void.

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- e) The Grantors and the Grantee shall prorate property taxes as of the date of closing.
- f) The Grantors shall not physically alter the Protected Property or the improvements on the Protected Property or enter into any lease after a Grantee delivers the Notice of Intent to Exercise provided in Section VII(3)(a), above, and while the Grantee may purchase pursuant thereto, except to perform generally accepted agricultural practices and normal repairs. In the event any structure is substantially destroyed by fire or other casualty, Grantee may elect to (1) proceed to closing and accept the proceeds of any Insurance policy Grantors may have with respect to such destruction; or (2) if such insurance proceeds are less than the value of the structure as determined under Section VII(4), above, proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such value and insurance proceeds; or (3) withdraw its election to exercise this Option.
- g) The Protected Property shall be conveyed free of all leases, tenancies, tenants and occupants, unless Grantee otherwise agrees in writing.
- h) All personal property, livestock, machinery and equipment not included in the sale shall be removed from the Protected Property, and all other waste and debris shall be removed from the Protected Property prior to closing. Grantors and Grantee will jointly inspect the Protected Property 24 hours prior to closing.
- i) After closing, this Option shall remain in full force and effect with respect to all subsequent conveyances of the Protected Property, except as identified in Section VII(1), above.

7. **Partial Release of Option.** At the request of Grantors, Grantees shall execute a partial release of their rights under this Option Agreement ("the Partial Release"), and upon the first to occur of the following events, the Grantees shall immediately deliver the Partial Release to the Bridport Town Clerk for recording in the Bridport Land Records:

- a) Grantees' failure to deliver the Notice of Intent to Exercise as described in Section VII(3)(a), above;
- b) Grantees' failure to deliver the Notice of Intent to Purchase as described in Section VII(3)(c), above; or
- c) Grantees' election to terminate its exercise of this Option based on title defects as provided in Section VII(6)(b), hazardous materials as provided in Section VII(6)(c), or destruction of structures as provided in Section VII(6)(e).

Should no Grantee exercise this Option as provided in Section VII(3), above, or should a Grantee fail to close following its delivery of the Notice of Intent to Purchase, Grantors may proceed to close on the sale to the Buyer on the terms and conditions described in the Notice of Intent to Sell, within twelve (12) months of the delivery of said Notice to Grantees. Provided, however, this Option shall remain in full force and effect with respect to all subsequent conveyances of the Protected Property, except as identified in Section VII(1) above.

8. **Partial Assignment by Grantees.** A Grantee may partially assign its rights under this Option, provided:

- a) No such assignment shall be made prior to Grantors and Grantee establishing the Price Agreement described in Section VII(4), above;
- b) Such assignment shall be in writing, with the assignee undertaking to discharge all obligations of Grantee with respect to purchase of the Protected Property, and a copy of the written assignment shall be delivered to Grantors;
- c) The assignee shall be a party which, in the reasonable opinion of the Grantee, will use or will facilitate the use of the Protected Property for commercial agricultural production; and
- d) The partial assignment shall pertain only to a single exercise of this Option in response to a discrete Notice of Intent to Sell delivered to Grantees. While no

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consent of Grantors shall be required for said single exercise, no Grantee shall otherwise assign all of its rights and interests under this Option without the prior written consent of Grantors.

VIII. General Provisions.

1. Where Grantors are 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 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. Grantors 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. Upon the request of Grantors, Grantees shall deliver to Grantors, in written recordable form, any approval, disapproval, election, or waiver given by Grantees pursuant to this Grant.
2. Grantors agree 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 and at Grantors' sole expense.
3. It is further agreed that the Protected Property is accurately depicted and described in both the Rutter II Farm Plan and a Baseline Documentation Report ("BDR") signed by the original Grantors on or about the date of this Grant and held by Grantee VLT, on behalf of all Grantees. Grantees may use the Rutter II Farm Plan or BDR in enforcing this Grant, but are not limited in their use of the Rutter II Farm Plan and BDR to show a change of conditions.
4. Grantees shall transfer the development rights, option to purchase, and conservation easement and restrictions conveyed by Grantors 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. Pursuant to Section VI(1), Grantee VHCB shall obtain the prior written approval of the United States prior to any transfer of its right, title or interest in this Grant.
5. The Grantors acknowledge receipt of \$61,000.00 from the United States as its contribution to the purchase price of this Grant. Due to the federal interest in this Grant, the Grant may not be extinguished by eminent domain without the advance approval of the United States. 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 Grantors and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment; provided, however, that the allocation of proceeds to Grantees shall be no less than 59.5% of the full fair market value of the Protected Property exclusive of the value of improvements. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational, scientific, forestry and natural resources of the State through non-regulatory means. Since the United States contributed to the purchase price of this Grant, Grantee VHCB shall share proceeds received by VHCB with the United States in accordance with Section VI(5) of this Grant.
6. In any deed or lease conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantors shall also notify Grantees of the name(s) and address(es) of Grantors' successor(s) in interest.
7. Grantees shall be entitled to re-record this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Bridport Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.
8. 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;

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Rutter II Conservation Restrictions  
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provided, however, that court enforcement action by a single Grantee shall foreclose action on the same issues) by the other Grantees who shall be bound by the final determination.

9. The term "Grantors" includes the heirs, executors, administrators, successors, and assigns of the original Grantors, Jonathan R. Rutter and Beverly W. Rutter. The term "Grantees" includes the respective successors and assigns of the original Grantees, VLT, VAAFM and VHCB. The term "family" includes: (a) any spouse of Grantors and any persons related to Grantors 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 Grantors or Grantors' family (as defined herein), (c) any estate of Grantors or Grantors' 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.

10. Grantors 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.

11. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any environmental law relating to the operations or conditions of the Protected Property. Grantors further warrant that Grantors have no actual knowledge of a release or threatened release of hazardous materials, as such substances and wastes are defined by applicable federal and state law.

12. Grantors hereby promise to hold harmless and indemnify Grantees and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the Protected Property, including but not limited to, ones arising from or connected to release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any environmental laws by Grantors or the actions or inactions of Grantors as owner or operator of the premises, or those of Grantors' agents. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantors with respect to the Protected Property or any restoration activities carried out by Grantees or the United States at the Protected Property.

13. If any Grantee takes legal title to Grantors' interest in the Protected Property, the Grantee acquiring title shall commit the monitoring and enforcement of the Grant to another Grantee until the Grantee acquiring title conveys title to a successor Grantor.

14. This Grant is created pursuant to Chapter 34 of Title 10, Conservation and Preservation Rights and Interests (10 V.S.A. 821-823) and Chapter 155 of Title 10, Acquisition of Interests in Land by Public Agencies (10 V.S.A. 6301 - 6309), and this Grant shall be governed by and construed in accordance with the laws of the State of Vermont to effectuate the Purposes of the Grant. 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.

15. Except where consent of the United States is specifically required by this Grant and when this conservation easement is being amended, Grantors and the United States acknowledge that Grantees are fully authorized to grant, deny and condition approvals and waivers under this Grant without any consultation with, or action by, the United States. Any party dealing with the Grantees in relation to such an approval or a waiver shall accept the signature of Grantees on the approval or waiver as conclusive evidence of receipt of the written approval of the United States therefor.

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

TO HAVE AND TO HOLD said granted development rights, option to purchase, and a perpetual conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT LAND TRUST, INC., VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS, and VERMONT HOUSING AND CONSERVATION BOARD, their respective successors and assigns, to their own use and behoof forever, and the said Grantors, JONATHAN R. RUTTER and BEVERLY W. RUTTER, for themselves and their heirs, executors, administrators, successors, and assigns, do covenant with the said Grantees, their successors and assigns, that until the enrolling 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

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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 they hereby engage to warrant and defend the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we set our hands and seals this 22 day of November, 2009.

Signed, sealed, and delivered  
In The Presence Of:

GRANTORS:

[Signature]  
Witness to JRR  
[Signature]  
Witness to BWR

[Signature]  
Jonathan R. Rutter  
[Signature]  
Beverly W. Rutter

STATE OF VERMONT  
ADDISON COUNTY, ss.

At Middlebury, this 22 day of November, 2009, Jonathan R. Rutter and Beverly W. Rutter personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed, before me.

[Signature]  
Notary Public  
My commission expires: 02/10/2011

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

11/27/09  
Date

[Signature]  
By: \_\_\_\_\_  
Its Duly Authorized Agent

Approved by the NATURAL RESOURCES CONSERVATION SERVICE:

11/18/09  
Date

[Signature]  
By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, ss.

At Colchester, this 18<sup>th</sup> day of November, 2009, Vicky M. Drew, duly authorized agent of the Natural Resources Conservation Service, personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Natural Resources Conservation Service, before me.

[Signature]  
Notary Public  
My commission expires: 02/10/2011

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SCHEDULE A  
PROTECTED PROPERTY

Being all and the same lands and premises, including farm buildings, conveyed to Grantors by Warranty Deed of Timur Farms, Inc., dated February 25, 2009, and recorded in Book 73, Page 443 of the Bridport Land Records.

Excepted and excluded from this description of the Protected Property is the following parcel of land:

1. A parcel consisting of 5.01 acres located southerly of Middle Road depicted on a Survey Plat entitled "Subdivision Plat of a portion of lands belonging to Jonathan R. and Beverly W. Rutter, Middle Road, Town of Bridport, Addison County, Vermont" surveyed by Donald A. Johnston, dated June 2, 2009 and recorded as Map #192 in the Bridport Land Records.

Any and all deeds conveying all or any portion of the above-described excluded parcel shall include the following covenant which shall run with the land for the benefit of the Protected Property, the Grantors and Grantees herein, and their respective heirs, successors and assigns:

Notice is given that the land and premises herein conveyed adjoin land which is now or in the future may be in agricultural use ("the Agricultural Land") and which is subject to a Grant of Development Rights, Conservation Restrictions, and Option to Purchase dated November 20, 2009, and recorded in the Bridport Land Records at Book \_\_\_\_, Page \_\_\_\_, held by the Vermont Land Trust, Inc., the Vermont Agency of Agriculture, Food and Markets, and the Vermont Housing and Conservation Board ("the Grant"). The primary purpose of the Grant is to conserve productive agricultural and forestry lands in order to facilitate active and economically viable farm use of the Agricultural Land. Current or future agricultural operations on the Agricultural Land may include, without limitation, plowing, planting, fertilizing, and the harvesting of crops and the storage and transportation of agricultural products, including the use of manure, agricultural chemicals, including pesticides and herbicides, in the course of plowing, planting, fertilizing, cultivating, and the harvesting of crops and the storage and transportation of agricultural products. An agricultural operation may also include, but is not limited to, herds of livestock or orchards and agricultural infrastructure such as barns, sheds, greenhouses, silos and manure storage structures. Consistent with this notice, the land and premises herein conveyed are subject to a perpetual easement for the benefit of the Agricultural Land for any noise, odors, dust or by-products and any other impacts that may occur in the course of conducting accepted agricultural and best-management practices on the Agricultural Land regardless of when these agricultural activities commenced or whether there have been changes in the activities or the location, scope and scale of the activities. Grantees for themselves, their heirs, successors, representatives and assigns, by acceptance of this deed, waive any objection to impacts arising from accepted agricultural and best-management practices which are consistent with the rules established pursuant to 6 V.S.A. Chapter 215 or any successor statute and agree that agricultural activities on the Agricultural Land which are consistent with accepted agricultural and best-management practices do not constitute a nuisance.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on the southerly side of Town Highway #27 (also known as Middle Road), in the Town of Bridport, Vermont, except as excluded above, and generally described as containing 93.4 acres, more or less.

**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 Grantors and Grantees 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 - Rutter II Farm, Town of Bridport, Addison Co., VT, November 2009" signed by the Grantors and VLT (referred to throughout this Grant and its Schedules as "Rutter II Farm Plan"). The Rutter II Farm 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 Rutter II Farm Plan and any metes and bounds

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descriptions herein are intended solely for the use of the Grantors 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 Rutter II Farm Plan is kept by VLT in its Stewardship Office. The Rutter II Farm Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.

Grantors 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 Grantors 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.

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BRIDPORT TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
Nov 3 Day of November 2009  
9 o'clock minutes  
Book 70 Page 112  
Actual 11/3/09 [Signature] Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Sales Recd. - Tax Paid  
11-23-09  
11-23-09  
[Signature]

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